As filed with the Securities and Exchange Commission on August 15, 2016.

Registration No. 333-

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM S-4

REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933

MOLINA HEALTHCARE, INC.

(Exact name of registrant as specified in its charter)

Delaware	6324	13-4204626
(State or other jurisdiction of incorporation or organization)	(Primary Standard Industrial Classification Code Number)	(I.R.S. Employer Identification Number)

200 Oceangate, Suite 100
Long Beach, CA 90802
(562) 435-3666

(Address, including zip code, and telephone number including area code, of registrant's principal executive offices)

J. Mario Molina, M.D.
President and Chief Executive Officer
200 Oceangate, Suite 100
Long Beach, CA 90802
(562) 435-3666

(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copies to:

Iain Mickle, Esq.
Boutin Jones Inc.
555 Capitol Mall, Suite 1500
Sacramento, CA 95814
(916) 321-4444

Jeff D. Barlow, Esq.
Chief Legal Officer and Secretary
Molina Healthcare, Inc.
300 University Ave., Suite 100
Sacramento, CA 95825
(916) 646-9193

ADDITIONAL REGISTRANTS

(Exact name of additional registrant as specified in its charter)	(State or other jurisdiction of incorporation or organization)	(Primary Standard Industrial Classification Code Number)	(I.R.S. Employer Identification Number)
AmericanWork, Inc.	Delaware	624120	58-2478281
Camelot Care Centers, Inc.	Illinois	621420	36-3465604
Children's Behavioral Health, Inc.	Pennsylvania	624110	20-2639439
College Community Services	California	621420	95-4864640
Family Preservation Services, Inc.	Virginia	621420	54-1620121
Family Preservation Services of Florida, Inc.	Florida	621420	65-0848685
Family Preservation Services of North Carolina, Inc.	North Carolina	621420	86-0976674
Molina Information Systems, LLC	California	923120	27-1510177
Molina Medical Management, Inc.	California	561110	37-1652282
Molina Pathways, LLC	Delaware	551112	45-2854547
Pathways Community Services LLC	Delaware	621420	33-0797276
Pathways Community Services LLC	Pennsylvania	621420	23-2820336
Pathways Health and Community Support LLC	Delaware	561110	47-2525144
Pathways of Arizona, Inc.	Arizona	621420	86-0706547
Pathways of Idaho LLC	Delaware	621420	46-5044433
Pathways of Maine, Inc.	Maine	621420	86-0970832
Pathways of Massachusetts LLC	Delaware	621420	47-1016377
The Redco Group, Inc.	Pennsylvania	624120	23-2181371

200 Oceangate, Suite 100
Long Beach, CA 90802
(562) 435-3666

(Address, including zip code, and telephone number, including area code, of Molina Information Systems, LLC's, Molina Medical Management, Inc.'s and Molina Pathways, LLC's principal executive offices)

10304 Spotsylvania Avenue, Suite 300
Fredericksburg, VA 22408
(540) 710-6085

(Address, including zip code, and telephone number, including area code, of each other additional registrant's principal executive offices)

Jeff D. Barlow, Esq.
Chief Legal Officer and Secretary
Molina Healthcare, Inc.
300 University Ave., Suite 100
Sacramento, CA 95825
(916) 646-9193

(Name, address, including zip code, and telephone number, including area code, of agent for service of each additional registrant)

Approximate date of commencement of proposed sale to the public: As soon as practicable after the effective date of this registration statement.

If the securities being registered on this Form are being offered in connection with the formation of a holding company and there is compliance with General Instruction G, check the following box. ☐

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☒	Accelerated filer	☐
Non-accelerated filer	☐ (Do not check if a smaller reporting company)	Smaller reporting company	☐

If applicable, place an X in the box to designate the appropriate rule provision relied upon in conducting this transaction:

Exchange Act Rule 13e-4(i) (Cross-Border Issuer Tender Offer) ☐

Exchange Act Rule 14d-1(d) (Cross-Border Third-Party Tender Offer) ☐

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to be Registered	Amount to be Registered(1)	Proposed Maximum Offering Price Per Unit(1)	Proposed Maximum Aggregate Offering Price(1)	Amount of Registration Fee(1)
5.375% Senior Notes due 2022	$700,000,000	100%	$700,000,000	$70,490 (2)
Guarantees of 5.375% Senior Notes due 2022 (3)	—(4)	—(4)	—(4)	—(4)

(1) The registration fee was calculated pursuant to Rule 457(f) under the Securities Act of 1933, as amended. For purposes of this calculation, the offering price per note was assumed to be the stated principal amount of each original note that may be received by Molina Healthcare, Inc. in the exchange transaction in which the notes will be offered.

(2) Pursuant to Rule 457(p) under the Securities Act of 1933, as amended, the $70,490 filing fee currently due is offset against the $70,490 filing fee previously paid by Molina Healthcare, Inc. in connection with that certain registration statement (Registration No. 333-212725) filed with the Commission on July 28, 2016 and withdrawn on August 12, 2016.

(3) The guarantors are U.S. wholly-owned subsidiaries of Molina Healthcare, Inc. or a subsidiary of Molina Healthcare, Inc. and have guaranteed the notes being registered.

(4) Pursuant to Rule 457(n) under the Securities Act of 1933, as amended, no separate fee is payable for the guarantees of the notes.

The registrants hereby amend this registration statement on such date or dates as may be necessary to delay its effective date until the registrants shall file a further amendment which specifically states that this registration statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933, as amended, or until the registration statement shall become effective on such date as the Commission acting pursuant to Section 8(a) may determine.

The information in this prospectus is not complete and may be changed. We may not offer these securities for exchange until the Securities and Exchange Commission declares our registration statement effective. This prospectus is not an offer to sell these securities and it is not soliciting an offer to buy these securities in any state where the offer or sale is not permitted.

SUBJECT TO COMPLETION, DATED AUGUST 15, 2016

PROSPECTUS

$700,000,000
Offer to Exchange
5.375% Senior Notes due 2022, Registered Under the Securities Act of 1933, as amended, for All Outstanding 5.375% Senior Notes due 2022
of

Molina Healthcare, Inc.

THE EXCHANGE OFFER WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON , 2016, UNLESS EXTENDED.

TERMS OF THE EXCHANGE OFFER:

- We are offering to exchange $700 million aggregate principal amount of our registered 5.375% Senior Notes due 2022 and the note guarantees associated therewith, which we refer to herein as the exchange notes and related exchange guarantees, respectively, for all of our original unregistered 5.375% Senior Notes due 2022 and the note guarantees associated therewith, which we refer to herein as the original notes and related original guarantees, respectively, issued in a private placement on November 10, 2015.
- The terms of the exchange notes and related exchange guarantees will be substantially identical to the original notes and related original guarantees, except that the exchange notes will not be subject to the transfer restrictions or additional interest applicable to the original notes and related original guarantees.
- There is no existing market for the exchange notes or related exchange guarantees, and we do not intend to apply for their listing on any securities exchange or arrange for them to be quoted on any quotation system.
- We will exchange all original notes and related original guarantees that are validly tendered and not withdrawn prior to the expiration or termination of the exchange offer for an equal principal amount of exchange notes and related exchange guarantees.
- We will not receive any cash proceeds from the exchange offer.

See "Description of Notes" for more information about the exchange notes and related exchange guarantees to be issued in the exchange offer.

If you do not exchange your original notes for exchange notes in the exchange offer, you will continue to be subject to the restrictions on transfer provided in the original notes and the indenture governing those notes. In general, you may not offer or sell your original notes unless such offer or sale is registered under the federal securities laws or the original notes are sold in a transaction exempt from or not subject to the registration requirements of the federal securities laws and applicable state securities laws.

See "Risk Factors" for a discussion of the risks that you should consider prior to tendering your original notes in the exchange offer.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or passed upon the accuracy or adequacy of this prospectus. Any representation to the contrary is a criminal offense.

This prospectus is dated , 2016.

TABLE OF CONTENTS

IMPORTANT NOTICE ABOUT INFORMATION PRESENTED IN THIS PROSPECTUS

You may rely only on the information contained in this prospectus and the information incorporated herein by reference. We have not authorized anyone to provide you with information not contained in, or incorporated by reference into, this prospectus. In making your decision about whether to exchange your original notes for exchange notes, you should not rely on any information other than the information contained in, or incorporated by reference into, this prospectus. The information contained in this prospectus is accurate only as of the date of this prospectus, and the information incorporated by reference into this prospectus is accurate only as of the date of those respective documents regardless of the date and time of delivery of this prospectus. This prospectus is not an offer to exchange original notes in any jurisdiction or under any circumstances in which the offer is unlawful.

This prospectus contains summaries of terms of certain documents, but reference is made to the actual documents, copies of which will be made available upon request as indicated under "Where You Can Find More Information". All summaries are qualified in their entirety by this reference. In making a decision, you must rely on your own examination of our business and the terms of this exchange offer and the exchange notes and related exchange guarantees, including the merits and risks involved.

This exchange offer is being made on the basis of this prospectus and the information incorporated herein by reference. Any decision to participate in the exchange must be based on the information contained in this prospectus or incorporated herein by reference. You should contact us with any questions about this prospectus or if you require additional information to verify the information contained or incorporated by reference herein.

We do not make any representation to any holder of original notes regarding the legality of the exchange under any legal investment or similar laws or regulations. You should not consider any information contained in this prospectus to be legal, business or tax advice. You should consult your own attorney, business advisor and tax advisor for legal, business and tax advice regarding participating in the exchange.

This prospectus incorporates important business and financial information about us that is not included in or delivered with this document. This information is available without charge to holders of original notes upon written or oral request to Molina Healthcare, Inc., 200 Oceangate, Suite 100, Long Beach, California 90802, Attention: Investor Relations, Telephone: (562) 435-3666. To obtain timely delivery of such documents, holders of original notes must request this information no later than five business days prior to the expiration date of the exchange offer.

CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

This prospectus and the documents we incorporate herein by reference contain forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended (the "Securities Act"), and Section 21E of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). All statements, other than statements of historical fact, that we include in this prospectus or in the documents we incorporate by reference in this prospectus may be deemed forward-looking statements for purposes of the Securities Act and the Exchange Act. Without limiting the foregoing, we use the words "anticipate(s)", "believe(s)", "estimate(s)", "expect(s)", "intend(s)", "may", "plan(s)", "project(s)", "will", "would", "could", "should" and similar expressions to identify forward-looking statements, although not all forward-looking statements contain these identifying words. No assurance can be given that we will actually achieve the plans, intentions, or expectations contemplated or disclosed in our forward-looking statements. Such statements may turn out to be wrong due to the inherent uncertainties associated with future events. Accordingly, you should not place undue reliance on our forward-looking statements, which reflect management's analyses, judgments, beliefs or expectations only as of the date they are made. The risks and uncertainties described below are those that we currently believe may materially affect us. Additional risks and uncertainties not currently known to us or that we currently deem immaterial may also affect our business and operations. As such, you should not consider this list to be a complete statement of all potential risks or uncertainties. Except to the extent otherwise required by federal securities laws, we do not undertake to address or update forward-looking statements in future filings or communications regarding our business or operating results, and do not undertake to address how any of these factors may have caused results to differ from discussions or information contained in previous filings or communications. Forward-looking statements involve known and unknown risks and uncertainties that may cause our actual results in future periods to differ materially from those projected, estimated, expected or contemplated. Those known risks and uncertainties include, but are not limited to, the following:

- the success of our profit improvement and cost-cutting initiatives;
- uncertainties and evolving market and provider economics associated with the implementation of the Affordable Care Act (the "ACA"), the Medicaid expansion, the insurance marketplaces, the effect of various implementing regulations, and uncertainties regarding the Medicare-Medicaid dual eligible demonstration programs in California, Illinois, Michigan, Ohio, South Carolina, and Texas;
- management of our medical costs, including our ability to reduce over time the high medical costs commonly associated with new patient populations;
- our ability to predict with a reasonable degree of accuracy utilization rates, including utilization rates in new plans, geographies, and programs where we have less experience with patient and provider populations, and also including utilization rates associated with seasonal flu patterns or other newly emergent diseases;
- our ability to manage growth, including maintaining and creating adequate internal systems and controls relating to authorizations, approvals, provider payments, and the overall success of our care management initiatives designed to control costs;
- our receipt of adequate premium rates to support increasing pharmacy costs, including costs associated with specialty drugs and costs resulting from formulary changes that allow the option of higher-priced non-generic drugs;
- our ability to operate profitably in an environment where the trend in premium rate increases lags behind the trend in increasing medical costs;
- the interpretation and implementation of federal or state medical cost expenditure floors, administrative cost and profit ceilings, premium stabilization programs, profit sharing arrangements, and risk adjustment provisions;
- the interpretation and implementation of at-risk premium rules regarding the achievement of certain quality measures, and our ability to recognize revenue amounts associated therewith;
- the interpretation and implementation of state contract performance requirements regarding the achievement of certain quality measures, and our ability to avoid liquidated damages associated therewith;
- cyber-attacks or other privacy or data security incidents resulting in an inadvertent unauthorized disclosure of protected health information;

- the success of our health plan in Puerto Rico, including the resolution of the Puerto Rico debt crisis, payment of all amounts due under our Medicaid contract, the effect of the newly enacted PROMESA law, and our efforts to better manage the health care costs of our Puerto Rico health plan;
- significant budget pressures on state governments and their potential inability to maintain current rates, to implement expected rate increases, or to maintain existing benefit packages or membership eligibility thresholds or criteria, including the resolution of the Illinois budget impasse and continued payment of all amounts due to our Illinois health plan;
- the accurate estimation of incurred but not reported or paid medical costs across our health plans;
- subsequent adjustments to reported premium revenue based upon subsequent developments or new information, including changes to estimated amounts due to or receivable from CMS under the ACA's "three R's" marketplace premium stabilization programs;
- efforts by states to recoup previously paid amounts, including our dispute with the state of New Mexico related to reimbursement for retroactively enrolled members in 2014;
- the success of our efforts to retain existing government contracts and to obtain new government contracts in connection with state requests for proposals (RFPs) in both existing and new states;
- the continuation and renewal of the government contracts of our health plans, Molina Medicaid Solutions, and Pathways, and the terms under which such contracts are renewed;
- complications, member confusion, or enrollment backlogs related to the annual renewal of Medicaid coverage;
- government audits and reviews, and any fine, enrollment freeze, or monitoring program that may result therefrom;
- changes with respect to our provider contracts and the loss of providers;
- approval by state regulators of dividends and distributions by our health plan subsidiaries;
- changes in funding under our contracts as a result of regulatory changes, programmatic adjustments, or other reforms;
- high dollar claims related to catastrophic illness;
- the favorable resolution of litigation, arbitration, or administrative proceedings;
- the relatively small number of states in which we operate health plans;
- the effect on our Los Angeles County subcontract of Centene Corporation's acquisition of Health Net, Inc.;
- the availability of adequate financing on acceptable terms to fund and capitalize our expansion and growth, repay our outstanding indebtedness at maturity and meet our liquidity needs, including the interest expense and other costs associated with such financing;
- the failure of a state in which we operate to renew its federal Medicaid waiver;
- changes generally affecting the managed care or Medicaid management information systems industries;
- increases in government surcharges, taxes, and assessments, including but not limited to the deductibility of certain compensation costs;
- newly emergent viruses or widespread epidemics, including the Zika virus, public catastrophes or terror attacks, and associated public alarm;
- changes in general economic conditions, including unemployment rates;

- the sufficiency of our funds on hand to pay the amounts due upon conversion of our outstanding notes; and
- increasing competition and consolidation in the Medicaid industry.

You should refer to the risk factors discussed in Part I, Item 1A — Risk Factors, in our Annual Report on Form 10-K for the year ended December 31, 2015, and Part II, Item 1A — Risk Factors, in our Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2016, for a discussion of certain risk factors that could materially affect our business, financial condition, cash flows or results of operations. Given these risks and uncertainties, we can give no assurance that any results or events projected or contemplated by our forward-looking statements will in fact occur.

SUMMARY

This summary highlights significant aspects of our business and this offering, but it is not complete and does not contain all of the information that you should consider before making your decision. You should carefully read this entire prospectus, including the information presented under the section entitled "Risk Factors" and the information incorporated herein by reference. Unless otherwise noted or the context otherwise requires, the terms "Molina," "Company," "Issuer," "we," "us" and "our" refer to Molina Healthcare, Inc. and its subsidiaries. Unless the context indicates or otherwise requires, references to the "original notes" and the "exchange notes" include the original guarantees associated with the original notes or the exchange guarantees associated with the exchange notes, as the case may be. Except where indicated otherwise, we use the term "notes" in this prospectus to collectively refer to the original notes and the exchange notes, and we use the term "note guarantees" in this prospectus to collectively refer to the original guarantees and the exchange guarantees.

MOLINA HEALTHCARE, INC.

Overview

Molina Healthcare, Inc. provides quality health care to people receiving government assistance. We offer cost-effective Medicaid-related solutions to meet the health care needs of low-income families and individuals, and to assist government agencies in their administration of the Medicaid program.

As of June 30, 2016, our health plans served over four million members eligible for Medicaid, Medicare and other government-sponsored health care programs for low-income families and individuals. Dr. C. David Molina founded our company in 1980 as a provider organization serving the Medicaid population in Southern California. Today, we remain a provider-focused company led by his son, Dr. J. Mario Molina.

We have three reportable segments—our Health Plans and Molina Medicaid Solutions segments, which comprise the vast majority of our operations, and our Other segment.

Our Health Plans segment consists of health plans in 12 states and the Commonwealth of Puerto Rico, and includes our direct delivery business. Additionally, we serve Health Insurance Marketplace members, most of whom receive government premium subsidies. Our health plans are operated by our respective wholly owned subsidiaries in those states, each of which is licensed as a health maintenance organization (HMO). Our direct delivery business consists primarily of the operation of primary care clinics in several states in which we operate.

Our Molina Medicaid Solutions segment provides business processing and information technology development and administrative services to Medicaid agencies in Idaho, Louisiana, Maine, New Jersey, West Virginia and the U.S. Virgin Islands, and drug rebate administration services in Florida.

Our Other segment includes businesses, such as our Pathways behavioral health and social services provider, that do not meet the quantitative thresholds for a reportable segment as defined by U.S. generally accepted accounting principles (GAAP), as well as corporate amounts not allocated to other reportable segments.

Additional Information

For additional information about our Company, please refer to other documents we have filed with the Securities and Exchange Commission (the "Commission" or "SEC") that are incorporated by reference into this prospectus, as listed under the heading "Where You Can Find More Information".

Our principal executive offices are located at 200 Oceangate, Suite 100, Long Beach, California 90802, and our telephone number is (562) 435-3666. You can access our website at *www.molinahealthcare.com* to learn more about our Company. Information on or linked to our website is neither part of nor incorporated by reference into this prospectus.

THE EXCHANGE OFFER

The summary below describes the principal terms of the exchange offer. This summary is provided solely for your convenience and is not intended to be complete. Please see "The Exchange Offer" for a more complete description of the exchange offer.

The initial offering of original notes	On November 10, 2015, we issued, in a private placement, $700 million aggregate principal amount of 5.375% Senior Notes due 2022.
Registration rights agreement	Pursuant to the registration rights agreement among Molina, the guarantors party thereto and SunTrust Robinson Humphrey, Inc., as representative of the initial purchasers, Molina agreed to offer to exchange the original notes for up to $700 million aggregate principal amount of registered 5.375% Senior Notes due 2022 that are hereby being offered. We filed the registration statement, of which this prospectus is a part, to meet our obligations under the registration rights agreement. If we fail to satisfy the obligations set forth in the registration rights agreement, we will pay additional interest to holders of the original notes. See "Exchange Offer and Registration Rights Agreement".
The exchange offer	We are offering to exchange the exchange notes that have been registered under the Securities Act for the same aggregate principal amount of the original notes that are validly tendered and not withdrawn prior to the expiration of the exchange offer. We will cause the exchange to be effected promptly after the expiration date of the exchange offer. The original notes may be tendered only in denominations of $2,000 and integral multiples of $1,000 in excess of $2,000. The exchange notes will evidence the same debt as the original notes and will be issued under and entitled to the benefits of the same indenture that governs the original notes. Holders of the original notes do not have any appraisal or dissenters' rights in connection with the exchange offer. Because we have registered the exchange notes, the exchange notes will not be subject to transfer restrictions, and holders of original notes that have tendered and had their original notes accepted in the exchange offer will receive the exchange notes without further registration rights or related additional interest provisions.
If you fail to exchange your original notes	If you do not exchange your original notes for exchange notes in the exchange offer, you will continue to be subject to the restrictions on transfer provided in the original notes and the indenture. In general, you may not offer or sell your original notes unless such offer or sale is registered under the federal securities laws and qualified under applicable state securities laws or the original notes are sold in a transaction exempt from or not subject to the registration requirements of the federal securities laws and applicable state securities laws.

Procedures for tendering notes

If you wish to tender your original notes for exchange notes, you must request your participant of The Depository Trust Company, or DTC, to, on your behalf, electronically transmit an acceptance through DTC's Automated Tender Offer Program, or ATOP. If your original notes are held in book-entry form and are registered in the name of a broker, dealer, commercial bank, trust company or other nominee, we urge you to contact that person promptly if you wish to tender your original notes pursuant to this exchange offer.

Questions regarding how to tender and requests for information should be directed to the exchange agent. See "The Exchange Offer —Exchange Agent".

Resale of the exchange notes

Except as provided below, we believe that the exchange notes may be offered for resale, resold and otherwise transferred by you without compliance with the registration and prospectus delivery provisions of the Security Act provided that:

- the exchange notes are being acquired in the ordinary course of business;
- you are not participating, do not intend to participate, and have no arrangement or understanding with any person to participate, in the distribution of the exchange notes issued to you in the exchange offer;
- you are not an affiliate of Molina;
- you are not a broker-dealer tendering original notes acquired directly from us for your account; and
- you are not prohibited by law or any policy of the Commission from participating in the exchange offer.

Our belief is based on interpretations by the staff of the Commission, as set forth in no-action letters issued to third parties that are not related to us. The Commission has not considered this exchange offer in the context of a no-action letter. We cannot assure you that the Commission would make similar determinations with respect to this exchange offer. If any of these conditions are not satisfied, or if our belief is not accurate, and you transfer any exchange notes issued to you in the exchange offer without delivering a resale prospectus meeting the requirements of the Securities Act or without an exemption from registration requirements, you may incur liability under the Securities Act. We will not assume, nor will we indemnify you against, any such liability.

Each broker-dealer that receives exchange notes for its own account in exchange for original notes, where the original notes were acquired by such broker-dealer as a result of market-making or other trading activities, must acknowledge that it will deliver a prospectus in connection with any resale of such exchange notes. See "Plan of Distribution".

Expiration date

The exchange offer will expire at 5:00 p.m., New York City time, on , 2016, unless we decide to extend the expiration date.

Conditions to the exchange offer	The exchange offer is subject to customary conditions. The exchange offer is not conditioned upon any minimum principal amount of the original notes being tendered.
Exchange agent	U.S. Bank National Association is serving as exchange agent for the exchange offer.
Withdrawal rights	You may withdraw the tender of your original notes at any time before 5:00 p.m., New York City time, on the expiration date of the exchange offer. You must follow the withdrawal procedures as described under the heading "The Exchange Offer—Withdrawal of Tenders".
Federal income tax considerations	The exchange of original notes for the exchange notes in the exchange offer will not be a taxable event for U.S. federal income tax purposes.
Use of proceeds	We will not receive any proceeds from the issuance of the exchange notes in exchange for the original notes pursuant to the exchange offer. We will pay all of our expenses incident to the exchange offer.

THE EXCHANGE NOTES

The summary below describes the principal terms of the exchange notes. This summary is provided solely for your convenience and is not intended to be complete. Please see "Description of Notes" for a more complete description of the exchange notes. In this summary, references to "Issuer", "Molina", "us" and "our" refer only to Molina Healthcare, Inc. and not to any of its subsidiaries.

Issuer	Molina Healthcare, Inc., a Delaware corporation.
Securities offered	$700 million aggregate principal amount of 5.375% Senior Notes due 2022.
Maturity date	November 15, 2022.
Interest rate	5.375% per annum.
Interest payment dates	Interest will be payable, entirely in cash, semi-annually, in arrears, on May 15 and November 15 of each year, beginning November 15, 2016. Interest will accrue from May 15, 2016.
Guarantees	The notes will be guaranteed by each existing and future direct and indirect domestic restricted subsidiary of the Issuer that guarantees the obligations under our revolving credit facility. Our principal operating subsidiaries are HMOs or licensed insurance companies, which are required under applicable laws and related regulations to maintain levels of solvency, or capital, or net assets that would not be achieved if they guaranteed the obligations under our revolving credit facility. Accordingly, such subsidiaries do not guarantee the obligations under the revolving credit facility and do not and will not guarantee the notes. As of the date of this prospectus, 18 of our non-regulated subsidiaries guarantee the revolving credit facility and the notes. None of our other subsidiaries, including our health plan subsidiaries, guarantee the notes, and the notes are structurally subordinated to all of the liabilities of such subsidiaries. As of June 30, 2016, our non-guarantor subsidiaries had approximately $3,470 million of liabilities outstanding, including medical claims and benefits payable, deferred revenue, accounts payable, other accrued expenses and liabilities and amounts due to government agencies (excluding intercompany liabilities). See "Risk Factors—Risks Related to the Notes and Our Indebtedness—The notes are structurally subordinated to all indebtedness and other liabilities and preferred stock of our non-guarantor subsidiaries, which include our health plan subsidiaries through which we principally operate" and "—We will depend on the business of and distributions from our HMO and licensed insurance subsidiaries to satisfy our obligations under the notes and we cannot assure you that the operating results of such subsidiaries will be sufficient to, or our subsidiaries will be permitted to, make distributions or other payments to us".

Ranking	The exchange notes will be the Issuer's and each guarantor's senior obligations and will rank: • pari passu in right of payment with all of the Issuer's and each guarantor's existing and future senior indebtedness (including the revolving credit facility); and • senior to all of the Issuer's and each guarantor's existing and future subordinated indebtedness. The exchange notes and the related guarantees will also be effectively subordinated to all of the Issuer's and each guarantor's existing and future secured obligations to the extent of the value of the assets securing such obligations. See "Description of Other Material Indebtedness". In addition, the exchange notes will be structurally subordinated to all indebtedness and other liabilities and preferred stock of our subsidiaries that do not guarantee the notes. See "Risk Factors—Risks Related to the Notes and Our Indebtedness—The notes are structurally subordinated to all indebtedness and other liabilities and preferred stock of our non-guarantor subsidiaries, which include our health plan subsidiaries through which we principally operate". At June 30, 2016, the Issuer and the guarantors had $1,627 million of indebtedness, including lease financing obligations, none of which was secured (other than implied liens attributable to the lease financing obligations), and our non-guarantor subsidiaries had no indebtedness outstanding.
Optional redemption	We may redeem all or part of the notes at any time prior to August 15, 2022 (three months prior to the maturity of the notes) at a price equal to 100% of the principal amount of the notes redeemed plus accrued and unpaid interest, if any, to, but excluding, the applicable redemption date and a "make-whole" premium, as described under "Description of Notes—Optional Redemption".
Mandatory offer to purchase; asset sales	If a Change of Control (as defined in "Description of Notes") occurs, the Issuer must give holders of the notes an opportunity to sell all or part of their notes at a purchase price of 101% of the principal amount of such notes, plus accrued and unpaid interest, if any, to, but excluding, the date of repurchase. See "Description of Notes—Repurchase at the Option of Holders—Change of Control". If the Issuer or certain of its subsidiaries, including the guarantors, sell assets under certain circumstances, the Issuer will be required to make an offer to purchase a portion of the notes at their face amount, plus accrued and unpaid interest, if any, to, but excluding, the date of repurchase. See "Description of Notes—Repurchase at the Option of Holders—Asset Sales".
Certain covenants	The indenture governing the notes restricts the ability of the Issuer and its restricted subsidiaries to, among other things:

- incur additional indebtedness or issue certain preferred equity;

- pay dividends on, repurchase, or make distributions in respect of our or their capital stock, prepay, redeem, or repurchase certain debt or make other restricted payments;

- make certain investments;

- create certain liens;

- sell assets, including capital stock of restricted subsidiaries;

- enter into agreements restricting our restricted subsidiaries' ability to pay dividends or make other payments, and in the case of our subsidiaries, guarantee indebtedness;

- consolidate, merge, sell, or otherwise dispose of all or substantially all of our or their assets;

- enter into certain transactions with our affiliates; and

- designate our restricted subsidiaries as unrestricted subsidiaries.

These covenants are also subject to a number of important limitations and exceptions, including the fall away or revision of certain of these covenants upon the notes receiving an investment grade rating. See "Description of Notes—Certain Covenants".

RISK FACTORS

Prospective participants in the exchange offer should carefully consider all of the information contained in this prospectus, including the risks and uncertainties described below, which supplement and should be read together with the risk factors discussed in Part I, Item 1A - Risk Factors, in our Annual Report on Form 10-K for the year ended December 31, 2015, and Part II, Item 1A - Risk Factors, in our Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2016. Except with respect to the risk factors associated with the exchange offer, the risk factors set forth below are generally applicable to the original notes as well as the exchange notes.

Risks Related to the Exchange Offer

If you fail to follow the exchange offer procedures, your notes will not be accepted for exchange.

We will not accept your notes for exchange if you do not follow the exchange offer procedures. We will issue exchange notes as part of this exchange offer only after timely receipt of your original notes, a properly completed and duly executed letter of transmittal and all other required documents or if you comply with the guaranteed delivery procedures for tendering your notes. Therefore, if you want to tender your original notes, please allow sufficient time to ensure timely delivery. If we do not receive your original notes, letter of transmittal and all other required documents by the expiration date of the exchange offer, or you do not otherwise comply with the guaranteed delivery procedures for tendering your notes, we will not accept your original notes for exchange. We are under no duty to provide notification of defects or irregularities with respect to the tenders of original notes for exchange. If there are defects or irregularities with respect to your tender of original notes, we will not accept your original notes for exchange unless we decide in our sole discretion to waive such defects or irregularities.

If you fail to exchange your original notes for exchange notes, they will continue to be subject to the existing transfer restrictions and you may not be able to sell them.

We did not register the original notes, nor do we intend to do so following this exchange offer. Original notes that are not tendered will therefore continue to be subject to the existing transfer restrictions and may be transferred only in limited circumstances under the securities laws, and such restrictions may adversely affect the trading price of the original notes. As a result, if you hold original notes after the exchange offer, you may not be able to sell them. To the extent any original notes are tendered and accepted in the exchange offer, the trading market, if any, for the original notes that remain outstanding after the exchange offer may be adversely affected due to a reduction in market liquidity.

Risks Related to the Notes and Our Indebtedness

Our substantial indebtedness could adversely affect our ability to raise additional capital to fund our operations, limit our ability to react to changes in the economy or our industry, expose us to interest rate risk to the extent of any variable rate debt, and prevent us from meeting our obligations under the notes.

We have a significant amount of indebtedness. As of June 30, 2016, we had total indebtedness of approximately $1,627 million, including lease financing obligations. As of June 30, 2016, we also had $244 million available for borrowing under our revolving credit facility. Our substantial indebtedness could have important consequences for you, including:

- increasing our vulnerability to adverse economic, industry, or competitive developments;
- requiring a substantial portion of our cash flows from operations to be dedicated to the payment of principal and interest on our indebtedness, therefore reducing our ability to use our cash flows to fund operations, capital expenditures, and future business opportunities;
- exposing us to the risk of increased interest rates to the extent of any future borrowings, including borrowings under our revolving credit facility, at variable rates of interest;
- making it more difficult for us to satisfy our obligations with respect to our indebtedness, including our revolving credit facility, the notes and the Existing Notes (as defined below), and any failure to comply with the obligations of any of our debt instruments, including restrictive covenants and borrowing conditions, could result in an event of default under the indenture governing the notes and the agreements governing such other indebtedness;
- restricting us from making strategic acquisitions or causing us to make non-strategic divestitures;

- limiting our ability to obtain additional financing for working capital, capital expenditures, product and service development, debt service requirements, acquisitions, and general corporate or other purposes; and

- limiting our flexibility in planning for, or reacting to, changes in our business or market conditions and placing us at a competitive disadvantage compared to our competitors who are less highly leveraged and who, therefore, may be able to take advantage of opportunities that our substantial indebtedness may prevent us from exploiting.

Despite our high indebtedness level, we and our subsidiaries will still be able to incur substantial additional amounts of debt, including secured debt, which could further exacerbate the risks associated with our substantial indebtedness.

We and our subsidiaries may be able to incur substantial additional indebtedness in the future. Although the indentures governing the Existing Notes, the indenture that governs the notes and the credit agreement governing our revolving credit facility contain restrictions on the incurrence of additional indebtedness, these restrictions are subject to a number of significant qualifications and exceptions, and under certain circumstances, the amount of indebtedness that could be incurred in compliance with these restrictions could be substantial. As of June 30, 2016, we had approximately $244 million available for additional borrowing under our revolving credit facility. In addition, the indentures governing the Existing Notes, the indenture that governs the notes and the credit agreement governing our revolving credit facility will not prevent us from incurring obligations that do not constitute prohibited indebtedness thereunder. If new debt is added to our and our subsidiaries' existing debt levels, the related risks that we now face would increase.

The terms of our debt impose restrictions on us that may affect our ability to successfully operate our business and our ability to make payments on the notes.

The indentures governing the Existing Notes, the indenture governing the notes and the credit agreement governing our revolving credit facility contain various covenants that could materially and adversely affect our ability to finance our future operations or capital needs and to engage in other business activities that may be in our best interest. These covenants limit our ability to, among other things:

- incur additional indebtedness or issue certain preferred equity;

- pay dividends on, repurchase, or make distributions in respect of our capital stock, prepay, redeem, or repurchase certain debt or make other restricted payments;

- make certain investments;

- create certain liens;

- sell assets, including capital stock of restricted subsidiaries;

- enter into agreements restricting our restricted subsidiaries' ability to pay dividends to us;

- consolidate, merge, sell or otherwise dispose of all or substantially all of our assets;

- enter into certain transactions with our affiliates; and

- designate our restricted subsidiaries as unrestricted subsidiaries.

All of these covenants may restrict our ability to expand or to pursue our business strategies. Our ability to comply with these covenants may be affected by events beyond our control, such as prevailing economic conditions and changes in regulations, and if such events occur, we cannot be sure that we will be able to comply. A breach of these covenants could result in a default under the indentures for the Existing Notes, the indenture that governs the notes and/or the credit agreement governing our revolving credit facility including, as a result of cross default provisions and, in the case of our revolving credit facility, permit the lenders to cease making loans to us. If there were an event of default under the indentures governing the Existing Notes, the indenture that governs the notes and/or the credit agreement governing our revolving credit facility, holders of such defaulted debt could cause all amounts borrowed under these instruments to be due and payable immediately. Our assets or cash flow may not be sufficient to repay borrowings under our outstanding debt instruments in the event of a default thereunder.

In addition, the restrictive covenants in the credit agreement governing our revolving credit facility require us to maintain specified financial ratios and satisfy other financial condition tests. Our ability to meet those financial ratios and tests will depend on our ongoing financial and operating performance, which, in turn, will be subject to economic conditions and to financial, market, and competitive factors, many of which are beyond our control. A breach of any of these covenants could result in a default under one or more of these agreements, including as a result of cross default provisions and, in the case of our revolving credit facility, permit the lenders to cease making loans to us. Upon the occurrence of an event of default under the revolving credit facility, the lenders could elect to declare all amounts outstanding under our revolving credit facility to be immediately due and payable and terminate all commitments to extend further credit. Such action by the lenders could cause cross defaults under the indentures governing the Existing Notes and the notes.

If our operating performance declines, we may be required to obtain waivers from the lenders under our revolving credit facility, from the holders of the Existing Notes or from the holders of other obligations, to avoid defaults thereunder. If we are not able to obtain such waivers, our creditors could exercise their rights upon default, and we could be forced into bankruptcy or liquidation. See "Description of Other Material Indebtedness" for additional information regarding our existing debt obligations.

We may not have the funds necessary to pay the amounts due upon conversion or required repurchase of the Existing Notes, and our indebtedness may contain limitations on our ability to pay the amounts due upon conversion or required repurchase.

In February 2013, we issued $550 million aggregate principal amount of 1.125% cash convertible senior notes due January 15, 2020, unless earlier repurchased or converted. We refer to these notes as our 1.125% Notes. In September 2014, we issued $302 million aggregate principal amount of 1.625% convertible senior notes due August 15, 2044, unless earlier repurchased, redeemed or converted. We refer to these notes as our 1.625% Notes. As of June 30, 2016, the aggregate outstanding principal amount of our 1.125% Notes and our 1.625% Notes (collectively, the "Existing Notes") was $550 million and $302 million, respectively. The principal amounts of both our 1.125% Notes and our 1.625% Notes are convertible into cash prior to their respective maturity dates under certain circumstances, one of which relates to the closing price of our common stock over a specified period. We refer to this conversion trigger as the stock price trigger.

The 1.125% Notes did not meet the $53.00 stock price trigger in the quarter ended June 30, 2016, therefore, the 1.125% Notes were not convertible as of June 30, 2016. The 1.625% Notes did not meet the $75.52 stock price trigger in the quarter ended June 30, 2016, therefore, the 1.625% Notes were not convertible as of June 30, 2016. The last reported sale price of our common stock as reported on the New York Stock Exchange on August 12, 2016 was $57.85 per share.

In addition, in the event of a change in control or the termination in trading of our stock, each holder of our 1.125% Notes and our 1.625% Notes would have the right to require us to purchase some or all of their notes at a purchase price in cash equal to 100% of the principal amount of the notes, plus any accrued and unpaid interest.

If conversion requests are received, the settlement of the notes must be paid primarily in cash pursuant to the terms of the relevant indentures. In the event of conversions or required repurchases, we may not have enough available cash or be able to obtain financing at the time we are required to comply with our conversion or repurchase obligations. In addition, our ability to comply with these obligations may be limited by law, by regulatory authority, or by agreements governing our future indebtedness. The indentures for the 1.125% Notes and the 1.625% Notes provide that it would be an event of default if we do not make the cash payments due upon conversion or required repurchase of the notes. The occurrence of an event of default under one or both of these indentures may also constitute an event of default under our revolving credit facility and under our other indebtedness we may have outstanding at such time. Any such default could have a material adverse effect on our business, financial condition, cash flows or results of operations.

Prior to or when our revolving credit facility matures and the Existing Notes mature, convert into cash or are required to be repurchased, we may not be able to refinance or replace them.

Each of our revolving credit facility and the 1.125% Notes has an earlier maturity date than that of the notes and a portion of the 1.625% Notes may be required to be repurchased before the maturity date of the notes. Prior to or when our revolving credit facility and the Existing Notes mature, convert into cash or are required to be repurchased, we may need to refinance them and may not be able to do so on favorable terms or at all. If we are able to refinance maturing indebtedness, the terms of any refinancing or alternate credit arrangements may contain terms and covenants that restrict our financial and operating flexibility.

Variable rate indebtedness subjects us to interest rate risk, which could cause our debt service obligations to increase significantly.

Borrowings under our revolving credit facility are at variable rates of interest and expose us to interest rate risk. If interest rates increase, our debt service obligations on the variable rate indebtedness could increase even though the amount borrowed remained the same, and our net income could decrease. The applicable margin with respect to the loan under our revolving credit facility is a percentage per annum equal to a reference rate plus the applicable margin. See "Description of Other Material Indebtedness". To manage our exposure to interest rate risk, in the future we may enter into derivative financial instruments, typically interest rate swaps and caps, involving the exchange of floating for fixed rate interest payments. If we are unable to enter into interest rate swaps, it may adversely affect our cash flow and may impact our ability to make required principal and interest payments on our indebtedness.

We may not be able to generate sufficient cash to service all of our indebtedness, including the notes, and may be forced to take other actions to satisfy our obligations under our indebtedness, which may not be successful.

Our ability to make scheduled payments on or to refinance our debt obligations depends on our financial condition and operating performance, which is subject to prevailing economic and competitive conditions and to certain financial, business and other factors beyond our control. We may not be able to maintain a level of cash flows from operating activities sufficient to permit us to pay the principal, premium, if any, and interest on our indebtedness, including the notes.

If our cash flows and capital resources are insufficient to fund our debt service obligations, we may be forced to reduce or delay investments and capital expenditures, or to sell assets, seek additional capital, or restructure or refinance our indebtedness, including the notes. Our ability to restructure or refinance our debt will depend on the condition of the capital markets and our financial condition at such time. Any refinancing of our debt could be at higher interest rates and may require us to comply with more onerous covenants, which could further restrict our business operations. The terms of existing or future debt instruments, including our revolving credit facility, the indentures governing the Existing Notes and the indenture that governs the notes, may restrict us from adopting some of these alternatives. In addition, any failure to make payments of interest and principal on our outstanding indebtedness on a timely basis would likely result in a reduction of our credit rating, which could harm our ability to incur additional indebtedness. These alternative measures may not be successful and may not permit us to meet our scheduled debt service obligations.

There are circumstances other than repayment or discharge of the notes under which the guarantees of the notes will be released automatically, without your consent or the consent of the trustee, and you may not realize any payment upon release of such guarantees.

The guarantee of a guarantor will be automatically released in connection with a sale of such guarantor in a transaction not prohibited by the indenture that governs the notes. The indenture that governs the notes also permits us to designate one or more of the guarantors as an unrestricted subsidiary under certain circumstances. If we designate a guarantor as an unrestricted subsidiary for purposes of the indenture that governs the notes, any guarantees of the notes by such subsidiary or any of its subsidiaries will be released under such indenture. In addition, the creditors of such subsidiary and its subsidiaries will have an effectively senior claim on the assets of such subsidiary and its subsidiaries. See "—The notes are structurally subordinated to all indebtedness and other liabilities and preferred stock of our non-guarantor subsidiaries, which include our health plan subsidiaries through which we principally operate".

Federal and state fraudulent transfer laws may permit a court to void the notes and the guarantees, subordinate claims in respect of the notes and the guarantees, and require note holders to return payments received and, if that occurs, you may not receive any payments on the notes.

Federal and state fraudulent transfer and conveyance statutes may apply to the issuance and/or guarantee of the notes. Under federal bankruptcy law and comparable provisions of state fraudulent transfer or conveyance laws, which may vary from state to state, the notes or the guarantees could be voided as a fraudulent transfer or conveyance if (1) the Issuer issued the notes, or a guarantor issued a guarantee, with the intent of hindering, delaying, or defrauding creditors or (2) the Issuer or guarantor received less than reasonably equivalent value or fair consideration in return for either issuing the notes or issuing the guarantee, as applicable, and, in the case of (2) only, one of the following is also true at the time thereof:

- the Issuer or guarantor was insolvent or rendered insolvent by reason of the issuance of the notes or the guarantee;

- the issuance of the notes or the guarantee left the Issuer or guarantor with an unreasonably small amount of capital to carry on the business;

- the Issuer or guarantor intended to, or believed that the Issuer or guarantor would, incur debts beyond the Issuer's or such guarantor's ability to pay such debts as they mature; or

- the Issuer or guarantor issued the notes or a guarantee to or for the benefit of an insider, or incurred such obligation to or for the benefit of an insider, under an employment contract and not in the ordinary course of business.

A court would likely find that the Issuer or guarantor did not receive reasonably equivalent value or fair consideration for the notes or the guarantee if the Issuer or guarantor did not substantially benefit directly or indirectly from the issuance of the notes or the applicable guarantee. As a general matter, value is given for a transfer or an obligation if, in exchange for the transfer or obligation, property is transferred or an antecedent debt is secured or satisfied. A debtor will generally not be considered to have received value in connection with a debt offering if the debtor uses the proceeds of that offering to make a dividend payment or otherwise retire or redeem equity securities issued by the debtor.

We cannot be certain as to the standards a court would use to determine whether or not the Issuer or the applicable guarantors was solvent at the relevant time or, regardless of the standard that a court uses, that the issuance of the applicable guarantee would not be further subordinated to the Issuer or such guarantor's other debt. Generally, however, an entity would be considered insolvent if, at the time it incurred indebtedness:

- the sum of its debts, including contingent liabilities, was greater than the fair saleable value of all its assets;

- the present fair saleable value of its assets was less than the amount that would be required to pay its probable liability on its existing debts, including contingent liabilities, as they become absolute and mature; or

- it could not pay its debts as they become due.

If a court were to find that the issuance of the notes or the issuance of a guarantee was a fraudulent transfer or conveyance, the court could void the payment obligations under the notes or the guarantee or further subordinate the notes or the guarantee to presently existing and future indebtedness of the Issuer or such guarantor, or require the holders of the notes to repay any amounts received. In the event of a finding that a fraudulent transfer or conveyance occurred, you may not receive any repayment on the notes. Further, the voidance of the notes could result in an event of default with respect to our and our subsidiaries' other debt that could result in acceleration of such debt.

Although each guarantee entered into by one of our subsidiaries contains a provision intended to limit such guarantor's liability to the maximum amount that it could incur without causing the incurrence of obligations under its guarantee to be a fraudulent transfer, this provision may not be effective to protect those guarantees from being voided under fraudulent transfer law, or may reduce that guarantor's obligation to an amount that effectively makes its guarantee worthless.

We will depend on the business of and distributions from our HMO and licensed insurance subsidiaries to satisfy our obligations under the notes and we cannot assure you that the operating results of such subsidiaries will be sufficient to, or our subsidiaries will be permitted to, make distributions or other payments to us.

We principally operate through our health plan subsidiaries. Such subsidiaries will conduct substantially all of the operations necessary to fund payments on the notes and our other indebtedness. Our health plan subsidiaries' ability to make payments to us will depend on their earnings, the debt agreements they are subject to, if any, state restrictions on minimum statutory capital and business and tax considerations. We cannot assure you that the operating results of our subsidiaries at any given time will be sufficient to make distributions or other payments to us or that any distributions and/or payments will be adequate to pay principal and interest, and any other payments, on the notes and our other indebtedness when due. Additionally, if regulators were to deny our subsidiaries' requests to pay dividends to us or restrict or disallow the payment of the administrative fee under our administrative services agreements or not allow us to recover the costs of providing the services under such agreements or require a significant change in the timing or manner in which we recover those costs, the funds available to us as a whole would be limited, which could materially adversely impact our ability to service our indebtedness, including the notes, our revolving credit facility and the Existing Notes.

The notes are structurally subordinated to all indebtedness and other liabilities and preferred stock of our non-guarantor subsidiaries, which include our health plan subsidiaries through which we principally operate.

The notes are structurally subordinated to the indebtedness and other liabilities of our subsidiaries that are not guaranteeing the notes. As of June 30, 2016, our non-guarantor subsidiaries had approximately $3,470 million of liabilities outstanding, including medical claims and benefits payable, deferred revenue, accounts payable and accrued liabilities, amounts due to government agencies, and other liabilities (excluding intercompany liabilities). These non-guarantor subsidiaries are separate and distinct legal entities and have no obligation, contingent or otherwise, to pay any amounts due pursuant to the notes, or to make any funds available therefor, whether by dividends, loans, distributions or other payments. Our principal operating subsidiaries are HMOs or licensed insurance companies in the jurisdictions in which we do business. Applicable laws and related regulations require such subsidiaries to maintain levels of solvency, or capital, or net assets that would not be achieved if they guaranteed the obligations under the notes. Accordingly, such subsidiaries do not guarantee the obligations under the notes. Any right that we or the subsidiary guarantors have to receive any assets of any of our non-guarantor subsidiaries upon the liquidation or reorganization of those subsidiaries, and the consequent rights of holders of the notes to realize proceeds from the sale of any of those subsidiaries' assets, will be effectively subordinated to the claims of those subsidiaries' creditors, including trade creditors and holders of preferred equity interests of those subsidiaries. Accordingly, in the event of a bankruptcy, liquidation or reorganization of any of our non-guarantor subsidiaries, these non-guarantor subsidiaries will pay the holders of their debts, holders of preferred equity interests and their trade creditors before they will be able to distribute any of their assets to us.

We may be unable to raise the funds necessary to finance the change of control repurchase provision required by the indenture that governs the notes.

Upon certain events constituting a change of control, as that term is defined in the indenture that governs the notes, including a change of control caused by an unsolicited third party, we will be required to make an offer in cash to repurchase all or any part of each holder's notes at a price equal to 101% of the principal amount thereof, plus accrued and unpaid interest, if any. The source of funds for any such repurchase would be our available cash or cash generated from operations or other sources, including borrowings, sales of equity or funds provided by a new controlling person or entity. We cannot assure you that sufficient funds will be available at the time of any change of control event to repurchase all tendered notes pursuant to this requirement. Our failure to offer to repurchase notes, or to repurchase notes tendered, following a change of control will result in a default under the indenture that governs the notes, which could lead to a cross-default under the credit agreement governing the revolving credit facility and the indentures governing the Existing Notes. The Existing Notes also impose certain repurchase obligations on us upon a change of control, as such term is defined in the indentures governing the Existing Notes. Prior to repurchasing the notes on a change of control event, we may have to repay outstanding debt under the credit agreement governing our revolving credit facility or obtain the consent of the lenders under such facility. If we do not obtain the required consents or repay our outstanding debt under our revolving credit facility, we would remain effectively prohibited from offering to repurchase the notes. In addition, an event constituting a change of control with respect to the notes would also constitute a change of control with respect to the Existing Notes and our failure to comply with those repurchase obligations would constitute a default under the indentures governing the Existing Notes. See "Description of Notes" for additional information.

We may not be required, or we may not be able, to repurchase the notes upon an asset sale.

Holders of the notes may not have all or any of their notes repurchased following an asset sale because:

- we are only required to repurchase the notes under certain circumstances if there are excess proceeds of the asset sale; or
- we may be prohibited from repurchasing the notes by the terms of our other senior debt, including any outstanding credit facilities.

Under the terms of the indenture that govern the notes, we will be required to repurchase all or a portion of the notes following an asset sale at a purchase price equal to 100% of the principal amount of the notes. However, we are required to repurchase the notes only from the excess proceeds of the asset sale that we do not use to repay other senior debt or to acquire replacement assets. We can also defer our repurchase obligation until there are excess proceeds in an amount greater than $35.0 million. The terms of any future outstanding credit facility may require us to apply most, if not all, of the proceeds of an asset sale to repay that debt, in which case there may be no excess proceeds of the asset sale for the repurchase of the notes. See "Description of Notes" for additional information.

In addition, the terms of any outstanding credit facility, including our revolving credit facility, may prevent us from repurchasing the notes without the consent of the credit facility lenders. In those circumstances, we would be required to obtain the consent of our lenders before we could repurchase the notes with the excess proceeds of an asset sale. We may also be required to obtain the consent of the holders of the Existing Notes. If we were unable to obtain any required consents, the requirement that we purchase the notes from the excess proceeds of an asset sale will be ineffective.

A lowering or withdrawal of the ratings assigned to our debt securities by rating agencies may increase our future borrowing costs and reduce our access to capital.

Our debt currently has a non-investment grade rating, and there can be no assurance that any rating assigned by the rating agencies to our debt or our corporate rating will remain for any given period of time or that a rating will not be lowered or withdrawn entirely by a rating agency if, in that rating agency's judgment, future circumstances relating to the basis of the rating, such as adverse changes, so warrant. A lowering or withdrawal of the ratings assigned to our debt securities by rating agencies may increase our future borrowing costs and reduce our access to capital, which could have a materially adverse impact on our financial condition and results of operations.

If the notes are rated investment grade at any time by either Standard & Poor's or Moody's, certain covenants set forth in the indenture will be terminated, and the holders of the notes will lose the protection of these covenants.

The indenture governing the notes contains certain covenants that will be terminated and cease to have any effect from and after the first date when the notes are rated investment grade by either Standard & Poor's or Moody's. See "Description of Notes—Certain Covenants—Covenant Termination". These covenants restrict, among other things, our ability to pay dividends or make other restricted payments, incur additional debt and to enter into certain types of transactions. Because these restrictions would not apply to the notes at any time after the notes have achieved an investment grade rating, the holders of the notes would not be able to prevent us from incurring substantial additional debt, paying dividends or making other restricted payments or entering into certain types of transactions.

USE OF PROCEEDS

The exchange offer is intended to satisfy our obligations under the registration rights agreement that we entered into in connection with the private placement of the original notes. We will not receive any cash proceeds from the issuance of the exchange notes. The original notes that are surrendered in exchange for the exchange notes will be retired and cancelled and cannot be reissued. As a result, the issuance of the exchange notes will not result in any increase or decrease in our indebtedness. We will pay all of our expenses incident to the exchange offer.

SELECTED HISTORICAL CONSOLIDATED FINANCIAL INFORMATION

The following table shows our selected historical consolidated financial information for each of the periods ended and as of the dates indicated below. We derived the following selected consolidated financial data for the five years ended December 31, 2015 from our audited consolidated financial statements. The selected consolidated financial data for the six months ended June 30, 2015 and 2016 are derived from our unaudited financial statements, which have been prepared by us on a basis consistent with our audited consolidated financial statements and, in the opinion of our management, include all adjustments, consisting only of normal recurring adjustments, necessary for a fair presentation of the results for such periods. You should read the following summary consolidated financial information in conjunction with "Management's Discussion and Analysis of Financial Condition and Results of Operations" included in our Annual Report on Form 10-K for the year ended December 31, 2015, and our Quarterly Report on Form 10-Q for the quarter ended June 30, 2016, our consolidated financial statements and notes thereto and included therein, and the financial statements and notes thereto included in our Current Report on Form 8-K filed with the Commission on July 28, 2016.

	Year Ended December 31,					Six Months Ended June 30,	
	2015 (1)	2014	2013	2012	2011	2016	2015
						(unaudited)	
Statements of Income Data:			(Amounts in millions)				
Revenue:							
Premium revenue	$ 13,241	$ 9,023	$ 6,179	$ 5,544	$ 4,212	$ 8,024	$ 6,275
Service revenue (1)	253	210	205	188	160	275	99
Premium tax revenue	397	294	172	159	155	218	190
Health insurer fee revenue	264	120	—	—	—	166	122
Investment income	18	8	7	5	5	16	7
Other revenue	5	12	26	18	8	3	3
Total revenue	14,178	9,667	6,589	5,914	4,540	8,702	6,696
Operating expenses:							
Medical care costs	11,794	8,076	5,380	4,991	3,664	7,182	5,565
Cost of service revenue (1)	193	157	161	141	144	243	69
General and administrative expenses	1,146	765	666	519	393	691	543
Premium tax expenses	397	294	172	159	155	218	190
Health insurer fee expenses	157	89	—	—	—	108	81
Depreciation and amortization	104	93	73	63	48	66	50
Total operating expenses	13,791	9,474	6,452	5,873	4,404	8,508	6,498
Operating income	387	193	137	41	136	194	198
Other expenses, net:							
Interest expense	66	57	52	17	16	50	30
Other (income) expense, net	(1)	1	4	1	—	—	—
Total other expenses, net	65	58	56	18	16	50	30
Income from continuing operations before income taxes	322	135	81	23	120	144	168
Income tax expense	179	73	36	10	43	87	101
Income from continuing operations	143	62	45	13	77	57	67
Income (loss) from discontinued operations, net of tax expense (benefit) (2)	—	—	8	(3)	(56)	—	—
Net income	$ 143	$ 62	$ 53	$ 10	$ 21	$ 57	$ 67

	December 31,					June 30,	
	2015 (1)	2014	2013	2012	2011	2016	2015
						(unaudited)	
Balance Sheet Data:				(Amounts in millions)			
Cash and cash equivalents	$ 2,329	$ 1,539	$ 936	$ 796	$ 494	$ 2,345	$ 2,014
Cash and cash equivalents, parent only	360	75	100	39	15	214	464
Total assets	6,576	4,435	2,988	1,901	1,631	7,202	5,691
Long-term debt, including current portion (3)	1,609	887	770	261	216	1,627	904
Total liabilities	5,019	3,425	2,095	1,119	876	5,561	4,228
Stockholders' equity	1,557	1,010	893	782	755	1,641	1,463

(1) Service revenue and cost of service revenue include revenue and costs generated by our Pathways subsidiary, which was acquired on November 1, 2015.

(2) Income (loss) from discontinued operations is presented net of income tax expense (benefit), which was insignificant in 2015 and 2014, and $(10), $(1), and $1, in 2013, 2012 and 2011, respectively. For the six months ended June 30, 2016 and 2015, income tax expense (benefit) was insignificant.

(3) Includes senior notes, lease financing obligations and other long-term debt.

RATIO OF EARNINGS TO FIXED CHARGES

Year Ended December 31,					Six Months Ended June 30,	
2015	2014	2013	2012	2011	2016	2015
5.4	3.2	2.4	2.2	7.7	3.6	6.1

The ratio of earnings to fixed charges was computed by dividing earnings by fixed charges. For purposes of calculating the ratios, "earnings" consists of income before income taxes plus fixed charges less capitalized interest, and "fixed charges" consists of interest expensed and capitalized, amortization of debt issuance costs and the portion of rental expense representative of interest expense.

THE EXCHANGE OFFER

Purpose and Effect of the Exchange Offer

On November 10, 2015, we sold $700 million aggregate principal amount of the original notes in a private placement to certain initial purchasers. In connection with the sale of the original notes in the private placement, we and the initial purchasers entered into a registration rights agreement (the "registration rights agreement"). Under the registration rights agreement, we agreed to use our commercially reasonable efforts to file a registration statement regarding the exchange of the original notes for exchange notes registered under the Securities Act. We also agreed to use our commercially reasonable efforts to cause the registration statement to become effective with the Commission and to conduct this exchange offer. For a more detailed explanation of our obligations under the registration rights agreement, see "Exchange Offer and Registration Rights Agreement".

We are making this exchange offer to comply with our obligations under the registration rights agreement. A copy of the registration rights agreement has been filed as an exhibit to the registration statement of which this prospectus is a part.

Resale of the Exchange Notes

Under existing interpretations of the Commission contained in several no-action letters to third parties, the exchange notes will be freely transferable by holders thereof (other than affiliates of Molina) after the exchange offer without further registration under the Securities Act; provided, however, that each holder (including, without limitation, each participating broker-dealer) who participates in the exchange offer will be required to represent to us in writing (which may be contained in the applicable letter of transmittal) that: (1) any exchange notes acquired in exchange for original notes tendered are being acquired in the ordinary course of business of the person receiving such exchange notes, whether or not such recipient is such holder itself; (2) at the time of the commencement or consummation of the exchange offer neither such holder nor, to the actual knowledge of such holder, any other person receiving exchange notes from such holder has an arrangement or understanding with any person to participate in the "distribution" (within the meaning of the Securities Act) of the exchange notes in violation of the provisions of the Securities Act; (3) neither the holder nor, to the actual knowledge of such holder, any other person receiving exchange notes from such holder is an "affiliate" (as defined in Rule 405 of the Securities Act) of Molina or, if it is an affiliate of Molina, it will comply with the registration and prospectus delivery requirements of the Securities Act to the extent applicable and will provide information to be included in the Shelf Registration Statement (as defined under "Exchange Offer and Registration Rights Agreement") in order to have their notes included in the Shelf Registration Statement and benefit from the provisions regarding additional interest; (4) neither such holder nor, to the actual knowledge of such holder, any other person receiving exchange notes from such holder is engaging in or intends to engage in a distribution of the exchange notes; and (5) if such holder is a participating broker-dealer, such holder has acquired the original notes as a result of market-making activities or other trading activities and that it will comply with the applicable provisions of the Securities Act (including, but not limited to, the prospectus delivery requirements thereunder) in connection with any resale of the exchange notes.

Terms of the Exchange Offer

This prospectus and the accompanying letter of transmittal together constitute the exchange offer. Upon the terms and subject to the conditions set forth in this prospectus and the letter of transmittal, we will accept original notes for exchange which are properly tendered on or before the expiration date and are not withdrawn as permitted below.

As of the date of this prospectus, $700 million in aggregate principal amount of the original notes are outstanding. This prospectus, together with the letter of transmittal, is being sent to all registered holders of the original notes on this date. There will be no fixed record date for determining registered holders of the original notes entitled to participate in the exchange offer. Holders of the original notes must cause their original notes to be tendered by book-entry transfer or tender their certificates for the original notes before 5:00 p.m., New York City time, on the expiration date of the exchange offer in order to participate in the exchange offer.

The form and terms of the exchange notes being issued in the exchange offer are the same as the form and terms of the original notes except that:

- the exchange notes being issued in the exchange offer will have been registered under the Securities Act;

- the exchange notes being issued in the exchange offer will not bear the restrictive legends restricting their transfer under the Securities Act; and

- the exchange notes being issued in the exchange offer will not contain the registration rights and additional interest provisions contained in the original notes.

The exchange notes will evidence the same indebtedness as the original notes and will be issued under the same indenture and, therefore, the exchange notes and the original notes will be treated as a single class of debt securities under the indenture. The original notes and the exchange notes will, however, have separate CUSIP numbers.

Outstanding notes being tendered in the exchange offer must be in minimum denominations of $2,000 and in integral multiples of $1,000 in excess of $2,000. We will issue $1,000 principal amount of exchange notes in exchange for each $1,000 principal amount of original notes surrendered pursuant to the exchange offer.

The exchange offer is not conditioned upon any minimum aggregate principal amount of the original notes being tendered for exchange.

We intend to conduct the exchange offer in accordance with the provisions of the registration rights agreement and applicable federal securities laws. Original notes that are not tendered for exchange under the exchange offer will remain outstanding and will be entitled to the rights under the indenture. Any original notes not tendered for exchange will not retain any rights under the registration rights agreement and will remain subject to transfer restrictions. See "—Consequences of Failure to Exchange Outstanding Securities". Holders of original notes do not have any approval or dissenters' rights under the indenture in connection with the exchange offer.

Expiration Date; Extensions, Amendments

The expiration date is at 5:00 p.m., New York City time, on , 2016, or such later date and time to which we, in our sole discretion, extend the exchange offer, subject to applicable law. In case of an extension of the expiration date of the exchange offer, we will issue a press release or other public announcement no later than 9:00 a.m., New York City time, on the next business day after the previously scheduled expiration date. Such notification will state that we are extending this exchange offer for a specified period of time.

Conditions to the Completion of the Exchange Offer

The exchange offer shall not be subject to any conditions, other than that:

- the exchange offer does not violate applicable law or any applicable interpretation of the Staff of the Commission;

- no action or proceeding shall have been instituted or threatened in any court or by any governmental agency which might materially impair our ability to proceed with the exchange offer, and no material adverse development shall have occurred in any existing action or proceeding with respect to us; and

- all governmental approvals shall have been obtained, which approvals we deem necessary for the consummation of the exchange offer.

Procedures for Tendering

To effectively tender original notes by book-entry transfer to the account maintained by the exchange agent at DTC, holders of original notes must request a DTC participant to, on their behalf, in lieu of physically completing and signing the letter of transmittal and delivering it to the exchange agent, electronically transmit their acceptance through DTC's Automated Tender Offer Program, or ATOP. DTC will then verify the acceptance and send an agent's message to the exchange agent for its acceptance. An "agent's message" is a message transmitted by DTC to, and received by, the exchange agent and forming a part of the book-entry confirmation, as defined below, which states that DTC has received an express acknowledgment from the DTC participant tendering original notes on behalf of the holder of such original notes that such DTC participant has received and agrees to be bound by the terms and conditions of the exchange offer as set forth in this prospectus and the related letter of transmittal and that we may enforce such agreement against such participant. Timely confirmation of a book-entry transfer of the original notes into the exchange agent's account at DTC, or a book-entry confirmation, pursuant to the book-entry transfer procedures described below, as well as an agent's message pursuant to DTC's ATOP system must be delivered to the exchange agent prior to 5:00 p.m., New York City time, on the expiration date of the exchange offer.

To effectively tender any original notes held in physical form, a holder of the original notes must complete, sign and date the letter of transmittal, or a facsimile thereof, have the signatures thereon guaranteed if required by the letter of transmittal, and mail or otherwise deliver such letter of transmittal or a facsimile thereof, together with the certificates representing such original notes and any other required documents, to the exchange agent prior to 5:00 p.m., New York City time, on the expiration date.

Holders of original notes whose certificates for original notes are not lost but are not immediately available or who cannot deliver their certificates and all other documents required by the letter of transmittal to the exchange agent on or prior to 5:00 p.m., New York City time, on the expiration date, or who cannot complete the procedures for book-entry transfer on or prior to 5:00 p.m., New York City time, on the expiration date, may tender their original notes according to the guaranteed delivery procedures set forth in "—Guaranteed Delivery Procedures" below.

The method of delivery of the letter of transmittal, any required signature guarantees, the original notes and all other required documents, including delivery of original notes through DTC, and transmission of an agent's message through DTC's ATOP system, is at the election and risk of the tendering holders, and the delivery will be deemed made only when actually received or confirmed by the exchange agent. If original notes are sent by mail, it is suggested that the mailing be registered mail, properly insured, with return receipt requested, made sufficiently in advance of the expiration date, as desired, to permit delivery to the exchange agent prior to 5:00 p.m., New York City time, on the expiration date. Holders tendering original notes through DTC's ATOP system must allow sufficient time for completion of the ATOP procedures during the normal business hours of DTC on such respective date.

No original notes, agent's messages, letters of transmittal or other required documents should be sent to us. Delivery of all original notes, agent's messages, letters of transmittal and other documents must be made to the exchange agent. Holders may also request their respective brokers, dealers, commercial banks, trust companies or nominees to effect such tender for such holders.

The tender by a holder of original notes, including pursuant to the delivery of an agent's message through DTC's ATOP system, will constitute an agreement between such holder and us in accordance with the terms and subject to the conditions set forth herein and in the letter of transmittal.

Holders of original notes registered in the name of a broker, dealer, commercial bank, trust company or other nominee who wish to tender must contact such registered holder promptly and instruct such registered holder how to act on such non-registered holder's behalf.

Signatures on a letter of transmittal or a notice of withdrawal must be guaranteed by a member firm of a registered national securities exchange or of the Financial Industry Regulatory Authority (FINRA), a commercial bank or trust company having an office or correspondent in the United States or an "eligible guarantor institution" within the meaning of Rule 17Ad-15 under the Exchange Act, each an "eligible institution," unless the original notes tendered pursuant to the letter of transmittal or a notice of withdrawal are tendered:

- by a registered holder of original notes (which term, for purposes of the exchange offer, includes any participant in the DTC system whose name appears on a security position listing as the holder of such original notes) who has not completed the box entitled "Special Issuance Instructions" or "Special Delivery Instructions" on the letter of transmittal; or

- for the account of an eligible institution.

If a letter of transmittal is signed by trustees, executors, administrators, guardians, attorneys-in-fact, officers of corporations or others acting in a fiduciary or representative capacity, such person should so indicate when signing, and, unless waived by us, evidence satisfactory to us of their authority to so act must be submitted with such letter of transmittal.

If the letter of transmittal is signed by a person other than the registered holder, the original notes must be endorsed or accompanied by a properly completed bond power, signed by the registered holder as the registered holder's name appears on the original notes.

All questions as to the validity, form, eligibility, time of receipt and withdrawal of the tendered original notes will be determined by us in our sole discretion, which determination will be final and binding. We reserve the absolute right to reject any and all original notes not validly tendered or any original notes which, if accepted, would, in the opinion of our counsel, be unlawful. We also reserve the absolute right to waive any irregularities or conditions of tender as to particular original notes.

Our interpretation of the terms and conditions of this exchange offer, including the instructions in the letter of transmittal, will be final and binding on all parties. Unless waived, any defects or irregularities in connection with tenders of original notes must be cured within such time as we shall determine. Although we intend to notify you of defects or irregularities with respect to tenders of original notes, none of us, the exchange agent, the Trustee, or any other person shall be under any duty to give notification of defects or irregularities with respect to tenders of original notes, nor shall any of them incur any liability for failure to give such notification. Tenders of original notes will not be deemed to have been made until such irregularities have been cured or waived. Any original notes received by the exchange agent that are not validly tendered and as to which the defects or irregularities have not been cured or waived will be returned without cost to such holder by the exchange agent, unless otherwise provided in the letter of transmittal, as soon as practicable following the expiration date of the exchange offer.

Although we have no present plan to acquire any original notes that are not tendered in the exchange offer or to file a registration statement to permit resales of any original notes that are not tendered in the exchange offer, we reserve the right, in our sole discretion, to purchase or make offers for any original notes after the expiration date of the exchange offer, from time to time, through open market or privately negotiated transactions, one or more additional exchange or tender offers, or otherwise, as permitted by law, the indenture and our other debt agreements. Following consummation of this exchange offer, the terms of any such purchases or offers could differ materially from the terms of this exchange offer.

By tendering, each holder will represent to us that, among other things:

- it is not an affiliate of ours;
- the person acquiring the exchange notes in the exchange offer is obtaining them in the ordinary course of its business, whether or not such person is the holder; and
- neither the holder nor such person is engaged in or intends to engage in or has any arrangement or understanding with any person to participate in the distribution of the exchange notes issued in the exchange offer.

If any holder or any such other person is an "affiliate", as defined under Rule 405 of the Securities Act, of us, or is engaged in or intends to engage in or has an arrangement or understanding with any person to participate in a distribution of exchange notes to be acquired in the exchange offer, that holder or any such other person:

- may not participate in the exchange offer;
- may not rely on the applicable interpretations of the Staff of the Commission; and
- must comply with the registration and prospectus delivery requirements of the Securities Act in connection with any resale transaction.

Each broker-dealer who acquired its original notes as a result of market-making activities or other trading activities, and thereafter receives exchange notes issued for its own account in the exchange offer, must acknowledge that it will deliver a prospectus in connection with any resale of such exchange notes issued in the exchange offer. The letter of transmittal states that by so acknowledging and by delivering a prospectus, a broker-dealer will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act. See "Plan of Distribution" for a discussion of the exchange and resale obligations of broker-dealers in connection with the exchange offer.

Acceptance of Original Notes for Exchange; Delivery of Exchange Notes Issued in the Exchange Offer

Upon satisfaction or waiver of all of the conditions to the exchange offer, we will accept, promptly after the expiration date, all original notes properly tendered and will issue exchange notes registered under the Securities Act. For each original note accepted for exchange, the holder will receive an exchange note registered under the Securities Act having a principal amount equal to that of the surrendered original note. The exchange notes will bear interest from May 15, 2016. As a result, registered holders of exchange notes issued in the exchange offer on the relevant record date for the first interest payment date following the completion of the exchange offer will receive interest accruing from the most recent date to which interest has been paid on the original notes. Original notes that we accept for exchange will cease to accrue interest from and after May 15, 2016. Holders of original notes accepted for exchange will not receive any payment of accrued interest on such original notes on any interest payment date if the relevant record date occurs on or after the closing date of the exchange offer. Under the registration rights agreement, we may be required to make additional payments in the form of additional interest to the holders of the original notes under certain circumstances relating to the timing of the exchange offer.

In all cases, we will issue exchange notes in the exchange offer for original notes that are accepted for exchange only after the exchange agent timely receives:

- certificates for such original notes or a book-entry confirmation of such original notes into the exchange agent's account at DTC;
- an agent's message or a properly completed and duly executed letter of transmittal; and
- any other required documents.

If, for any reason set forth in the terms and conditions of the exchange offer, we do not accept any tendered original notes, or if a holder submits original notes for a greater principal amount than the holder desires to exchange or a holder withdraws original notes, we will return such unaccepted, non-exchanged or withdrawn original notes without cost to the tendering holder. In the case of original notes tendered by book-entry transfer into the exchange agent's account at DTC, such non-exchanged original notes will be credited to an account maintained with DTC. We will return the original notes or have them credited to the DTC account as promptly as practicable after the expiration or termination of the exchange offer.

Guaranteed Delivery Procedures

If your certificates for original notes are not lost but are not immediately available or you cannot deliver your certificates and any other required documents to the exchange agent at or prior to 5:00 p.m., New York City time, on the expiration date, or you cannot complete the procedures for book-entry transfer at or prior to 5:00 p.m., New York City time, on the expiration date, you may nevertheless effect a tender of your original notes if:

- the tender is made through an eligible institution;
- prior to the expiration date of the exchange offer, the exchange agent receives by facsimile transmission, mail or hand delivery from such eligible institution a validly completed and duly executed notice of guaranteed delivery, substantially in the form provided with this prospectus, or an agent's message with respect to guaranteed delivery which:
  - sets forth your name and address and the amount of your original notes tendered;
  - states that the tender is being made thereby; and
  - guarantees that within three New York Stock Exchange trading days after the date of execution of the notice of guaranteed delivery, the certificates for all physically tendered original notes, in proper form for transfer, or a book-entry confirmation, as the case may be, and any other documents required by the letter of transmittal will be deposited by the eligible institution with the exchange agent; and
- the certificates for all physically tendered original notes, in proper form for transfer, or a book-entry confirmation, as the case may be, and all other documents required by the letter of transmittal are received by the exchange agent within three New York Stock Exchange trading days after the date of execution of the notice of guaranteed delivery.

Withdrawal of Tenders

Tenders of original notes may be properly withdrawn at any time prior to 5:00 p.m., New York City time, on the expiration date of the exchange offer.

For a withdrawal of a tender to be effective, a written notice of withdrawal delivered by hand, overnight by courier or by mail, or a manually signed facsimile transmission, or a properly transmitted "Request Message" through DTC's ATOP system, must be received by the exchange agent prior to 5:00 p.m., New York City time, on the expiration date of the exchange offer. Any such notice of withdrawal must:

- specify the name of the person that tendered the original notes to be properly withdrawn;
- identify the original notes to be properly withdrawn, including certificate number or numbers and the principal amount of such original notes;

- in the case of original notes tendered by book-entry transfer, specify the number of the account at DTC from which the original notes were tendered and specify the name and number of the account at DTC to be credited with the properly withdrawn original notes and otherwise comply with the procedures of such facility;

- contain a statement that such holder is withdrawing its election to have such original notes exchanged for exchange notes;

- other than a notice transmitted through DTC's ATOP system, be signed by the holder in the same manner as the original signature on the letter of transmittal by which such original notes were tendered, including any required signature guarantees, or be accompanied by documents of transfer to have the trustee with respect to the original notes register the transfer of such original notes in the name of the person withdrawing the tender; and

- specify the name in which such original notes are registered, if different from the person who tendered such original notes.

All questions as to the validity, form, eligibility and time of receipt of such notice will be determined by us, and our determination shall be final and binding on all parties. Any original notes so properly withdrawn will be deemed not to have been validly tendered for exchange for purposes of this exchange offer. No exchange notes will be issued with respect to any withdrawn original notes unless the original notes so withdrawn are later tendered in a valid fashion. Properly withdrawn original notes may be retendered by following the procedures described above at any time at or prior to 5:00 p.m., New York City time, on the expiration date of the exchange offer.

Exchange Agent

U.S. Bank National Association has been appointed as exchange agent for this exchange offer. Letters of transmittal, agent's messages or request messages through DTC's ATOP system, notices of guaranteed delivery and all correspondence in connection with this exchange offer should be sent or delivered by each holder of original notes or a beneficial owner's broker, dealer, commercial bank, trust company or other nominee to the exchange agent at the following address:

U.S. Bank National Association, as exchange agent

By Mail or In Person:
U.S. Bank National Association
111 Fillmore Avenue
St. Paul, MN 55107-1402
Attention: Corporate Actions

By Email or Facsimile Transmission (for Eligible Institutions Only):
Email: cts.specfinance@usbank.com
Facsimile: (651) 466-7367

For Information and to Confirm by Telephone:
(800) 934-6802

We will pay the exchange agent's customary fees for its services and will reimburse it for its reasonable out-of-pocket expenses in connection therewith. Delivery or facsimile to a party other than the exchange agent will not constitute valid delivery.

Fees and Expenses

The expenses of soliciting tenders pursuant to this exchange offer will be paid by us.

Except as described above, we will not make any payments to brokers, dealers or other persons soliciting acceptances of this exchange offer. We will, however, pay the customary fees and out-of-pocket expenses of the exchange agent, the trustee, and legal, accounting, and related fees and expenses. We may also pay brokerage houses and other custodians, nominees and fiduciaries their reasonable out-of-pocket expenses incurred in forwarding copies of this prospectus and related documents to the beneficial owners of the original notes, and in handling or forwarding tenders for exchange.

We will also pay all transfer taxes, if any, applicable to the exchange of original notes pursuant to this exchange offer. If, however, original notes are to be issued for principal amounts not tendered or accepted for exchange in the name of any person other than the registered holder of the original notes tendered or if tendered original notes are registered in the name of any person other than the person signing the letter of transmittal, or if a transfer tax is imposed for any reason other than the exchange of original notes pursuant to this exchange offer, then the amount of any such transfer taxes, whether imposed on the registered holder or any other persons, will be payable by the tendering holder. If satisfactory evidence of payment of such taxes or exemption therefrom is not submitted with the letter of transmittal, the amount of such transfer taxes will be billed directly to such tendering holder.

The estimated cash expenses to be incurred in connection with the exchange offer are estimated in the aggregate to be approximately $0.6 million. These expenses include registration fees, fees and expenses of the exchange agent, accounting and legal fees, among other expenses.

Accounting Treatment

We will record the exchange notes at the same carrying value as the original notes, as reflected in our accounting records on the date of the exchange. Accordingly, we will not recognize any gain or loss for accounting purposes as the terms of the exchange notes are substantially identical to the terms of the original notes. The expenses of the exchange offer will be amortized over the term of the exchange notes.

Consequences of Failure to Exchange Outstanding Securities

Original notes that are not properly tendered or are properly tendered but not accepted will, following the completion of the exchange offer, continue to be subject to the provisions in the indenture regarding the transfer and exchange of the original notes and the existing restrictions on transfer set forth in the legend on the original notes set forth in the indenture for the notes. Except in limited circumstances with respect to specific types of holders of original notes, we will have no further obligation to provide for the registration under the Securities Act of such original notes. In general, original notes, unless registered under the Securities Act, may not be offered or sold except pursuant to an exemption from, or in a transaction not subject to, the Securities Act and applicable state securities laws.

We do not currently anticipate that we will take any action to register the original notes under the Securities Act or under any state securities laws other than pursuant to the registration statement of which this prospectus is a part. Upon completion of the exchange offer, holders of the original notes will not be entitled to any further registration rights under the registration rights agreement, except under limited circumstances.

Holders of the exchange notes issued in the exchange offer and any original notes which remain outstanding after completion of the exchange offer will vote together as a single class for purposes of determining whether holders of the requisite percentage of the class have taken certain actions or exercised certain rights under the indenture.

DESCRIPTION OF NOTES

Background

On November 10, 2015, we sold $700 million aggregate principal amount of the original notes in a private placement to certain initial purchasers. In connection with the sale of the original notes in the private placement, we and the initial purchasers entered into that certain Registration Rights Agreement. Under the Registration Rights Agreement, we agreed to use our commercially reasonable efforts to file a registration statement regarding the exchange of the original notes for the exchange notes which are registered under the Securities Act with terms substantially identical in all material respects to the original notes (except that the exchange notes will not be subject to restrictions on transfer or to any increase in annual interest rate for failure to comply with the registration rights obligations). We also agreed to use our commercially reasonable efforts to cause the registration statement to become effective with the SEC and to conduct this exchange offer. To comply with our obligations under the Registration Rights Agreement, we will issue 5.375% Senior Notes due 2022 that will be registered under the Securities Act. These exchange notes will be issued pursuant to the indenture (as amended or supplemented from time to time, the "indenture"), dated as of November 10, 2015, among Molina, the Guarantors party thereto and U.S. Bank National Association, as trustee (the "trustee"). The terms of the notes include those stated in the indenture and those made part of the indenture by reference to the Trust Indenture Act of 1939, as amended (the "Trust Indenture Act").

The following description is a summary of the material provisions of the indenture. It does not restate that agreement in its entirety. We urge you to read the indenture because it, and not this description, defines your rights as holders of the notes. Copies of the indenture are available upon request to Molina at the address indicated under "Where You Can Find Additional Information".

You can find the definitions of certain terms used in this "Description of Notes" under the subheading "Certain Definitions". In this section, references to "Molina", "us" and "our" refer only to Molina Healthcare, Inc. and not to any of its Subsidiaries, references to "notes" refer only to the exchange notes and references to "Note Guarantees" refer only to the exchange guarantees associated with the exchange notes.

Brief Description of Notes and the Note Guarantees

The Notes

The notes will be:

- general senior unsecured obligations of Molina;
- equal in right of payment to all existing and future senior unsecured obligations of Molina (including Molina's obligations under the Credit Agreement);
- effectively subordinate in right of payment to any existing or future secured obligations of Molina to the extent of the value of the assets securing such obligations;
- senior in right of payment to any future subordinated obligations of Molina;
- unconditionally guaranteed on a senior basis by the Guarantors; and
- structurally subordinated to all Indebtedness and other liabilities and preferred stock of Subsidiaries of Molina that are not Guarantors.

The registered holder of a note will be treated as the owner of it for all purposes. Only registered holders have rights under the indenture.

The Note Guarantees

The notes will be fully and unconditionally and jointly and severally guaranteed by the Guarantors.

Each Note Guarantee will be:

- a general senior unsecured obligation of the Guarantor;
- equal in right of payment to all existing and future senior unsecured obligations of that Guarantor;

- effectively subordinate in right of payment to any existing or future secured obligations of that Guarantor to the extent of the value of the assets securing such obligations; and

- senior in right of payment to any future subordinated obligations of that Guarantor.

Certain of our operating Subsidiaries are licensed insurance companies or health management organizations in the jurisdictions in which we do business. Applicable laws and related regulations require approval by the state regulators for certain of our Subsidiaries to Guarantee the notes. We have not sought, nor do we intend to seek, such approval. As a result, the only Subsidiaries of Molina that will Guarantee the notes are such Domestic Subsidiaries that provide a Guarantee or act as a borrower under a Credit Facility. As such, the notes will be structurally subordinated to all liabilities (including Indebtedness as well as medical claims and benefits payable, accounts payable and accrued expenses, deferred revenue and other long-term liabilities) of all of Molina's other non-Guarantor Subsidiaries. Any right of Molina to receive assets of any of its non-Guarantor Subsidiaries upon such a Subsidiary's liquidation or reorganization (and the consequent right of the holders of the notes to participate in those assets) will be effectively subordinated to the claims of that non-Guarantor Subsidiary's creditors, except to the extent that Molina is itself recognized as a creditor of the Subsidiary, in which case the claims of Molina would still be subordinate in right of payment to any obligations that are secured by the assets of the Subsidiary to the extent of the value of the assets securing such obligations and any obligations of the Subsidiary senior to that held by Molina.

Substantially all of Molina's operations are conducted through its Subsidiaries. Therefore, Molina's ability to service its Indebtedness, including the notes, is dependent upon the earnings of its Subsidiaries and their ability to distribute those earnings as dividends, loans or other payments to Molina. All of Molina's health plan Subsidiaries are restricted by statute, regulatory capital requirements and certain contractual obligations in their ability to make distributions to Molina. As a result, we may not be able to cause such Subsidiaries to distribute sufficient funds to enable us to meet our obligations under the notes. See "Risk Factors—Risks Related to the Notes and Our Indebtedness—We will depend on the business of and distributions from our HMO and licensed insurance subsidiaries to satisfy our obligations under the notes and we cannot assure you that the operating results of such subsidiaries will be sufficient to, or our subsidiaries will be permitted to, make distributions or other payments to us".

As of June 30, 2016, Molina had approximately $1,627 million of Indebtedness, including lease financing obligations. As of June 30, 2016, Molina's non-Guarantor Subsidiaries had approximately $3,470 million of liabilities outstanding, including medical claims and benefits payable, deferred revenue, accounts payable, other accrued expenses and liabilities and amounts due government agencies (excluding intercompany liabilities). As of June 30, 2016, our non-Guarantor Subsidiaries held unrestricted cash and Cash Equivalents of $2,682 million. As of June 30, 2016, Molina and the Guarantors held unrestricted cash and Cash Equivalents in the aggregate amount of $370 million, of which $341 million was held by Molina.

As of the Issue Date, all of our Subsidiaries will be "Restricted Subsidiaries". However, under the circumstances described below under the subheading "Certain Covenants—Designation of Restricted and Unrestricted Subsidiaries", we will be permitted to designate certain of our Subsidiaries as "Unrestricted Subsidiaries". Our Unrestricted Subsidiaries will not be subject to many of the restrictive covenants in the indenture and will not guarantee the notes.

Principal, Maturity and Interest

Molina will issue up to $700 million aggregate principal amount of notes in the exchange offer. Subject to compliance with the covenant described under the caption "—Certain Covenants—Incurrence of Indebtedness and Issuance of Preferred Stock" below, Molina may issue additional notes under the indenture from time to time. The initial notes and any additional notes subsequently issued under the indenture will be treated as a single class for all purposes under the indenture, including, without limitation, waivers, amendments, redemptions, and offers to purchase; *provided, however,* that a separate CUSIP number or ISIN will be issued for the additional notes, unless the notes and such additional notes are treated as fungible for U.S. federal income tax purposes. Molina will issue notes in minimum denominations of $2,000 and in integral multiples of $1,000 in excess of $2,000.

The notes will mature on November 15, 2022.

Interest on the notes will accrue at the rate of 5.375% per annum and will be payable semi-annually in arrears on May 15 and November 15, commencing on November 15, 2016. Molina will make each interest payment to the holders of record on the immediately preceding May 1 and November 1, respectively.

Interest on the notes will accrue from May 15, 2016, the most recent interest payment date. Interest will be computed on the basis of a 360-day year comprised of twelve 30-day months.

Methods of Receiving Payments on the Notes

All payments on the notes will be made at the office or agency of the paying agent and registrar within the United States unless Molina elects to make interest payments by check mailed to the holders at their address set forth in the register of holders; *provided* that all payments of principal, premium, if any, and interest with respect to notes represented by one or more global notes registered in the name of or held by DTC or its nominee will be made by wire transfer of immediately available funds to the accounts specified by the Holder or Holders thereof.

Paying Agent and Registrar for the Notes

The trustee will initially act as paying agent and registrar. Molina may change the paying agent or registrar without prior notice to the holders of the notes, and Molina or any of its Restricted Subsidiaries may act as paying agent or registrar.

Transfer and Exchange

Under existing interpretations of the SEC contained in several no-action letters to third parties, the notes will be freely transferable by holders thereof (other than affiliates of Molina) after the exchange offer without further registration under the Securities Act, subject to certain restrictions and limitations described above under "The Exchange Offer—Resale of the Exchange Notes". Holders will be required to pay all taxes due on transfer. Molina is not required to transfer or exchange any note selected for redemption. Also, Molina is not required to transfer or exchange any note for a period of 15 days before a selection of notes to be redeemed.

Note Guarantees

Upon issuance, the notes will be fully and unconditionally guaranteed by eighteen of Molina's wholly-owned subsidiaries. These Note Guarantees will be joint and several obligations of the Guarantors. Each Note Guarantee will be *pari passu* in right of payment with the senior Indebtedness of that Guarantor and effectively subordinated to any secured Indebtedness of that Guarantor to the extent of the value of its assets securing such Indebtedness. The obligations of each Guarantor under its Note Guarantee will be limited as necessary to prevent that Note Guarantee from constituting a fraudulent conveyance under applicable law. See "Risk Factors—Risks Related to the Notes and Our Indebtedness—Federal and state fraudulent transfer laws may permit a court to void the notes and the guarantees, subordinate claims in respect of the notes and the guarantees, and require note holders to return payments received and, if that occurs, you may not receive any payments on the notes".

The Note Guarantee of a Guarantor will be automatically and unconditionally released:

(1) in connection with any sale or other disposition of all or substantially all of the assets of that Guarantor (including by way of merger or consolidation) to a Person that is not (either before or after giving effect to such transaction) Molina or a Restricted Subsidiary of Molina, if the sale or other disposition does not violate the "Asset Sale" provisions of the indenture;

(2) in connection with any sale or other disposition of all of the Capital Stock of that Guarantor to a Person that is not (either before or after giving effect to such transaction) Molina or a Restricted Subsidiary of Molina, if the sale or other disposition does not violate the "Asset Sale" provisions of the indenture;

(3) if Molina designates any of its Restricted Subsidiaries that is a Guarantor to be an Unrestricted Subsidiary in accordance with the applicable provisions of the indenture;

(4) if such Guarantor is dissolved or liquidated;

(5) upon legal defeasance, covenant defeasance or satisfaction and discharge of the notes as provided below under the captions "Legal Defeasance and Covenant Defeasance" and "Satisfaction and Discharge"; or

(6) if such Guarantor is released or discharged from the underlying Guarantee of Indebtedness giving rise to the execution of a Note Guarantee, except as a result of the repayment in full of such Guarantee in connection with the enforcement of remedies under such Guarantee (it being understood that a release subject to a contingent reinstatement will constitute a release, and that if any such Guarantee is so reinstated, the Note Guarantee shall also be reinstated, subject to the covenant described below under the caption "Certain Covenants—Limitation on Issuances of Guarantees of Indebtedness").

Optional Redemption

Prior to August 15, 2022 (three months prior to the maturity of the notes), Molina may on any one or more occasions redeem all or a part of the notes, upon not less than 30 nor more than 60 days' notice, at a redemption price equal to 100% of

the principal amount of the notes redeemed, plus the Applicable Premium as of, and accrued and unpaid interest, if any, to, but not including, the applicable date of redemption.

Except pursuant to the preceding paragraph, the notes will not be redeemable at Molina's option prior to August 15, 2022 (three months prior to the maturity of the notes).

On or after August 15, 2022 (three months prior to the maturity of the notes), Molina may on any one or more occasions redeem all or a part of the notes, upon not less than 30 nor more than 60 days' notice, at a redemption price equal to 100% of the principal amount of the notes redeemed, plus accrued and unpaid interest, if any, to, but not including, the applicable date of redemption (subject to the rights of holders of notes on the relevant record date to receive interest due on the relevant interest payment date).

Selection and Notice

If less than all of the notes are to be redeemed at any time, the trustee will select notes for redemption as follows:

(1) if the notes are listed on any national securities exchange, in compliance with the requirements of the principal national securities exchange on which the notes are listed; or

(2) if the notes are not listed on any national securities exchange, based on a method that most nearly approximates a pro rata basis unless otherwise required by law or depository requirements.

No notes of $2,000 or less can be redeemed in part. Notices of redemption will be delivered by electronic transmission (for notes held in book entry form) or first class mail at least 30 but not more than 60 days before the redemption date to each holder of notes to be redeemed at its registered address, except that redemption notices may be delivered more than 60 days prior to a redemption date if the notice is issued in connection with a defeasance of the notes or a satisfaction and discharge of the indenture. Notice of any redemption may, at Molina's discretion, be subject to one or more conditions precedent.

If any note is to be redeemed in part only, the notice of redemption that relates to that note will state the portion of the principal amount of that note that is to be redeemed. A new note in principal amount equal to the unredeemed portion of the original note will be issued in the name of the holder of the note upon cancellation of the original note. Notes called for redemption become due on the date fixed for redemption. Unless Molina defaults in the payment of the redemption price, interest will cease to accrue on the notes or portions thereof called for redemption on the applicable redemption date.

Mandatory Redemption

Molina is not required to make mandatory redemption or sinking fund payments with respect to the notes. However, under certain circumstances, Molina may be required to offer to purchase notes as described under the captions "Repurchase at the Option of Holders—Change of Control" and "Repurchase at the Option of Holders—Asset Sales". Molina and its Subsidiaries may at any time and from time to time purchase notes in open market transactions, tender offers or otherwise.

Repurchase at the Option of Holders

Change of Control

Upon the occurrence of a Change of Control, each holder of notes will have the right to require Molina to repurchase all or any part (provided that no notes of $2,000 or less will be repurchased in part) of that holder's notes pursuant to the offer described below (the "Change of Control Offer") on the terms set forth in the indenture. In the Change of Control Offer, Molina will offer a payment in cash (the "Change of Control Payment") equal to 101% of the aggregate principal amount of notes repurchased plus accrued and unpaid interest, if any, on the notes repurchased, to, but not including, the date of purchase (subject to the right of holders of notes on the relevant record date to receive interest due on the relevant interest payment date).

Within 30 days following any Change of Control, Molina will deliver a notice to each holder describing the transaction or transactions that constitute the Change of Control and offering to repurchase notes on the Change of Control Payment date specified in the notice, which date will be no earlier than 30 days and no later than 60 days from the date of such Change of Control, pursuant to the procedures required by the indenture and described in such notice. Molina will comply with the requirements of Rule 14e-1 under the Exchange Act, and any other securities laws and regulations thereunder to the extent those laws and regulations are applicable in connection with the repurchase and/or payment at maturity of the notes pursuant to a Change of Control Offer. To the extent that the provisions of any securities laws or regulations conflict with the change of control provisions of the indenture, Molina will comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under the change of control provisions of the indenture by virtue of such compliance.

On the Change of Control Payment date, Molina will, to the extent lawful:

(1) accept for payment all notes or portions of notes properly tendered and not withdrawn pursuant to the Change of Control Offer;

(2) deposit with the paying agent an amount equal to the Change of Control Payment in respect of all notes or portions of notes properly tendered and not withdrawn; and

(3) deliver or cause to be delivered to the trustee the notes properly accepted together with an officer's certificate stating the aggregate principal amount of notes or portions of notes being purchased by Molina.

The paying agent will promptly deliver or wire transfer to each holder of notes properly tendered the Change of Control Payment for such notes (or, if all the notes are then in global form, make such payment through the facilities of DTC), and the trustee will promptly authenticate and deliver (or cause to be transferred by book entry) to each holder a new note equal in principal amount to the unpurchased portion of the notes surrendered, if any; *provided* that each new note will be in a principal amount of $2,000 or an integral multiple of $1,000 in excess of $2,000.

Molina will publicly announce the results of the Change of Control Offer on or as soon as practicable after the Change of Control Payment date.

If holders of not less than 90% in aggregate principal amount of the outstanding notes validly tender and do not withdraw such notes in a Change of Control Offer and Molina, or any other Person making a Change of Control Offer in lieu of Molina as described below, purchases all of the notes validly tendered and not withdrawn by such holders, Molina or such Person will have the right, upon not less than 30 nor more than 60 days' prior notice, given not more than 30 days following such purchase pursuant to the Change of Control Offer described above, to redeem all notes that remain outstanding following such purchase at a redemption price in cash equal to the applicable Change of Control Payment plus, to the extent not included in the Change of Control Payment, accrued and unpaid interest, if any, to, but excluding, the date of redemption.

The Credit Agreement provides, and any future credit agreements or other agreements to which Molina or its Subsidiaries becomes a party may provide, that certain change of control events with respect to Molina constitute a default thereunder or otherwise provide the lenders thereunder with the right to require Molina to repay obligations outstanding thereunder. Molina’s ability to repurchase notes following a Change of Control also may be limited by Molina's then-existing resources. The provisions described above that require Molina to make a Change of Control Offer following a Change of Control will be applicable whether or not any other provisions of the indenture are applicable to the Change of Control. Except as described above with respect to a Change of Control, the indenture does not contain provisions that permit the holders of the notes to require Molina to repurchase or redeem the notes in the event of a takeover, recapitalization or similar transaction.

Molina will not be required to make a Change of Control Offer upon a Change of Control if (1) a third party makes the Change of Control Offer in the manner, at the times and otherwise in compliance with the requirements set forth in the indenture applicable to a Change of Control Offer made by Molina and purchases all notes properly tendered and not withdrawn under the Change of Control Offer or (2) notice of redemption has been given pursuant to the indenture as described under the caption "Optional Redemption", unless and until there is a default in payment of the applicable redemption price. A Change of Control Offer may be made in advance of a Change of Control and may be subject to the occurrence of a Change of Control, if a definitive agreement is in place for the Change of Control at the time the Change of Control Offer is made.

The definition of Change of Control includes a phrase relating to the direct or indirect sale, lease, transfer, conveyance or other disposition of "all or substantially all" of the properties or assets of Molina and its Restricted Subsidiaries taken as a whole. Although there is a limited body of case law interpreting the phrase "substantially all", there is no precise established definition of the phrase under applicable law. Accordingly, the ability of a holder of notes to require Molina to repurchase its notes as a result of a sale, lease, transfer, conveyance or other disposition of less than all of the assets of Molina and its Subsidiaries taken as a whole to another Person or group may be uncertain.

Asset Sales

Molina will not, and will not permit any of its Restricted Subsidiaries to, consummate an Asset Sale unless:

(1) Molina (or the Restricted Subsidiary, as the case may be) receives consideration at the time of the Asset Sale at least equal to the Fair Market Value of the assets sold, issued, leased, transferred, conveyed or otherwise disposed of; and

(2) at least 75% of the consideration received in the Asset Sale by Molina or such Restricted Subsidiary is in the form of cash or Cash Equivalents. For purposes of this clause (2), each of the following will be deemed to be cash:

(a) any liabilities, as shown on Molina's or such Restricted Subsidiary's most recent balance sheet or in the notes thereto, of Molina or any of its Restricted Subsidiaries (other than contingent liabilities and liabilities that are by their terms subordinated to the notes or any Note Guarantee) (A) that are assumed by the transferee of any such assets and from which Molina or such Restricted Subsidiary have been validly released by all creditors in writing, or (B) in respect of which neither Molina nor any Restricted Subsidiary following such Asset Sale has any obligation;

(b) any securities, notes or other obligations received by Molina or any such Restricted Subsidiary from such transferee that are converted by Molina or such Restricted Subsidiary into cash or Cash Equivalents within 180 days, to the extent of the cash or Cash Equivalents received in that conversion; and

(c) any Designated Non-cash Consideration received by Molina or any of its Restricted Subsidiaries in such Asset Sale having an aggregate Fair Market Value, taken together with all other Designated Non-cash Consideration received pursuant to this clause (c) that is at that time outstanding not to exceed the greater of (x) $200.0 million and (y) 3.50% of the Consolidated Total Assets at the time of the receipt of such Designated Non-cash Consideration (determined based on the most recently ended fiscal quarter for which internal financial statements are available and with the Fair Market Value of each item of Designated Non-cash Consideration being measured at the time received and without giving effect to subsequent changes in value) shall be deemed to be cash for purposes of this paragraph and for no other purpose.

To the extent that the Fair Market Value of any Asset Sale exceeds 10.0% of Consolidated Total Assets at the time of receipt of the Net Proceeds of any such Asset Sale (determined based on the most recently ended fiscal quarter for which internal financial statements are then available and with the Fair Market Value of each Asset Sale being measured at the time of such Asset Sale), then, within 365 days after the receipt of any Net Proceeds from any such Asset Sale, Molina or such Restricted Subsidiary may apply those Net Proceeds (but shall only be required to apply that portion of the Net Proceeds from such Asset Sale that exceeds 10.0% of Consolidated Total Assets) at its option (or any portion thereof):

(1) to permanently repay Indebtedness of Molina or any Restricted Subsidiary that is secured by a Lien, other than Indebtedness owed to Molina or any Affiliate of Molina and, if such Indebtedness repaid is revolving credit Indebtedness, to correspondingly reduce commitments with respect thereto;

(2) to make an Investment in any one or more businesses (*provided* that if such Investment is in the form of the acquisition of Capital Stock of a Person, such acquisition results in such Person becoming a Restricted Subsidiary), assets, or property or capital expenditures, in each case (a) used or useful in a Permitted Business or (b) that replace the properties and assets that are the subject of such Asset Sale; or

(3) to repay other Senior Debt; *provided* that to the extent Molina (or the applicable Restricted Subsidiary, as the case may be) reduces Obligations under Senior Debt other than the notes, Molina shall equally and ratably reduce Obligations under the notes as provided under "—Optional Redemption", through open-market purchases (to the extent such purchases are at or above 100% of the principal amount thereof) or by making an offer (in accordance with the procedures set forth below for an Asset Sale Offer (as defined below)) to all holders to purchase their notes at 100% of the principal amount thereof, *plus* the amount of accrued and unpaid interest, if any, on the amount of notes to be prepaid;

provided that a binding commitment to apply Net Proceeds as set forth in clauses (1), (2) and (3) above shall be treated as a permitted application of the Net Proceeds from the date of such commitment so long as Molina or such Restricted Subsidiary enters into such commitment with the good faith expectation that such Net Proceeds will be applied to satisfy such commitment within 545 days after receipt of such Net Proceeds (an "Acceptable Commitment") and, in the event any Acceptable Commitment is later cancelled or terminated for any reason before the Net Proceeds are applied in connection therewith, then Molina or such Restricted Subsidiary shall be permitted to apply the Net Proceeds in any manner set forth in clauses (1), (2) and (3) above before the expiration of such 545-day period and, in the event Molina or such Restricted Subsidiary fails to do so, then such Net Proceeds shall constitute Excess Proceeds (as defined below). Pending the final application of any Net Proceeds, Molina may temporarily reduce revolving credit borrowings or otherwise invest the Net Proceeds in any manner that is not prohibited by the indenture.

Any Net Proceeds from Asset Sales that were required to be applied in accordance with the first sentence of the immediately preceding paragraph and that are not so applied or invested as provided in the immediately preceding paragraph will constitute "Excess Proceeds". When the aggregate amount of Excess Proceeds exceeds $35.0 million, within 30 days thereof, Molina will make an offer (an "Asset Sale Offer") to all holders of notes to purchase the maximum principal amount of notes and, if Molina is required to do so under the terms of any other Indebtedness that is *pari passu* in right of payment with the notes, such other Indebtedness on a pro rata basis with the notes, that may be purchased out of the Excess Proceeds. The offer price in any Asset Sale Offer will be equal to 100% of principal amount plus accrued and unpaid interest, if any, to, but

not including, the date of purchase, and will be payable in cash. If any Excess Proceeds remain after consummation of the purchase of all properly tendered and not withdrawn notes pursuant to an Asset Sale Offer, Molina may use such remaining Excess Proceeds for any purpose not otherwise prohibited by the indenture. If the aggregate principal amount of notes and other *pari passu* Indebtedness tendered into such Asset Sale Offer exceeds the amount of Excess Proceeds, the notes and such other *pari passu* Indebtedness will be purchased on a pro rata basis. Upon completion of each Asset Sale Offer, the amount of Excess Proceeds will be reset at zero.

Molina will comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations thereunder to the extent those laws and regulations are applicable in connection with each repurchase of notes pursuant to an Asset Sale Offer. To the extent that the provisions of any securities laws or regulations conflict with the Asset Sale provisions of the indenture, Molina will comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under the Asset Sale provisions of the indenture by virtue of such compliance.

Certain Covenants

Covenant Termination

Following the first day (such date, the "Covenant Termination Date"):

(a) the notes have an Investment Grade Rating; and

(b) no Default has occurred and is continuing under the indenture;

Molina and its Restricted Subsidiaries shall cease to be subject to the provisions of the indenture described above under the caption "Repurchase at the Option of Holders—Asset Sales" and described below under the following subheadings:

- "Restricted Payments",
- "Incurrence of Indebtedness and Issuance of Preferred Stock",
- "Dividend and Other Payment Restrictions Affecting Restricted Subsidiaries",
- "Transactions with Affiliates", and
- "Limitation on Issuances of Guarantees of Indebtedness",

(collectively, the "Terminated Covenants"). No Default, Event of Default or breach of any kind shall be deemed to exist under the indenture or the notes with respect to the Terminated Covenants based on, and none of Molina or any of its Subsidiaries shall bear any liability for, any actions taken or events occurring after the notes attain an Investment Grade Rating, regardless of whether such actions or event would have been permitted if the applicable Terminated Covenants remained in effect. The Terminated Covenants will not be reinstated even if Molina subsequently does not satisfy the requirements set forth in clauses (a) and/or (b) above. After the Terminated Covenants have been terminated, Molina and its Restricted Subsidiaries shall remain subject to the provisions of the indenture described above under the caption "Repurchase at the Option of Holders—Change of Control" and described below under the following subheadings:

- "Liens",
- "Merger, Consolidation or Sale of Assets" (other than the financial test set forth in clause (4) of that covenant), and
- "SEC Reports".

In addition, after the Terminated Covenants have been terminated, Molina will no longer be permitted to designate any of its Restricted Subsidiaries as Unrestricted Subsidiaries.

Restricted Payments

Molina will not, and will not permit any of its Restricted Subsidiaries to, directly or indirectly:

(1) declare or pay any dividend or make any other payment or distribution (A) on account of Molina's or any of its Restricted Subsidiaries' Equity Interests (including, without limitation, any payment in connection with any merger or consolidation involving Molina or any of its Restricted Subsidiaries) or (B) to the direct or indirect holders of Molina's or any

Restricted Subsidiaries' Equity Interests in their capacity as such (other than dividends, payments or distributions (i) payable in Equity Interests (other than Disqualified Stock) of Molina or (ii) to Molina or a wholly owned Restricted Subsidiary or to all holders of Capital Stock of a Restricted Subsidiary on a pro rata basis);

(2) purchase, redeem or otherwise acquire or retire for value (including, without limitation, in connection with any merger or consolidation involving Molina) any Equity Interests of Molina or any of its Restricted Subsidiaries (other than (a) Equity Interests of any wholly owned Restricted Subsidiary of Molina or (b) purchases, redemptions, defeasances or other acquisitions made by a Restricted Subsidiary on a pro rata basis from all shareholders of such Restricted Subsidiary);

(3) make any payment on or with respect to, or purchase, redeem, defease or otherwise acquire or retire for value any Subordinated Obligations (excluding any intercompany Indebtedness between or among Molina or any of its Restricted Subsidiaries), except a payment of interest or principal at the Stated Maturity thereof or the payment, purchase, redemption, defeasance or other acquisition or retirement for value of any such Subordinated Obligations, in each case where the Stated Maturity is within one year of such payment, purchase, redemption, defeasance or other acquisition or retirement for value; or

(4) make any Restricted Investment (all such payments and other actions set forth in these clauses (1) through (3) above and this clause (4) being collectively referred to as "Restricted Payments"), unless, at the time of and after giving effect to such Restricted Payment:

(a) no Default or Event of Default has occurred and is continuing or would occur as a consequence thereof; and

(b) Molina would, at the time of such Restricted Payment and after giving *pro forma* effect thereto as if such Restricted Payment had been made at the beginning of the applicable four-quarter period, have been permitted to incur at least $1.00 of additional Indebtedness pursuant to the Fixed Charge Coverage Ratio test set forth in the first paragraph of the covenant described below under the caption "— Incurrence of Indebtedness and Issuance of Preferred Stock"; and

(c) such Restricted Payment, together with the aggregate amount of all other Restricted Payments made by Molina and the Restricted Subsidiaries after the date of the indenture (including Restricted Payments permitted by clauses (1) and (11) of the next succeeding paragraph), is less than the sum, without duplication, of:

(I) 50% of the Consolidated Net Income of Molina for the period (taken as one accounting period) from January 1, 2016 to the end of Molina's most recently ended fiscal quarter for which internal financial statements are available at the time of such Restricted Payment (or, if such Consolidated Net Income for such period is a deficit, less 100% of such deficit), *plus*

(II) 100% of the aggregate net cash proceeds (or the Fair Market Value of property other than cash) received by Molina since the Issue Date as a contribution to its common equity capital or from the issuance or sale of Equity Interests of Molina (other than the issuance of Disqualified Stock) or from the issuance or sale of convertible or exchangeable Disqualified Stock or convertible or exchangeable debt securities of Molina, in either case, that have been converted into or exchanged for such Equity Interests of Molina (other than Equity Interests or Disqualified Stock or debt securities sold to a Subsidiary of Molina), *plus*

(III) to the extent that any Restricted Investment that was made after the date of the indenture is (A) sold for cash or otherwise cancelled, liquidated or repaid for cash, the cash proceeds received with respect to such Restricted Investment (less the cost of disposition, if any) or (B) made in an entity that subsequently becomes a Restricted Subsidiary, an amount equal to the Fair Market Value of the Restricted Investments owned by Molina and the Restricted Subsidiaries in such entity at the time such entity becomes a Restricted Subsidiary, *plus*

(IV) 100% of the aggregate net cash proceeds (or the Fair Market Value of property other than cash) received by Molina since the Issue Date by means of (A) the sale (other than to Molina or a Restricted Subsidiary) of the Capital Stock of an Unrestricted Subsidiary and (B) a distribution or dividend from an Unrestricted Subsidiary (other than in each case to the extent such Investment constituted a Permitted Investment), in each case to the extent that such amounts were not otherwise included in the Consolidated Net Income for such period, *plus*

(V) in case, after the date of the indenture, any Unrestricted Subsidiary has been redesignated as a Restricted Subsidiary under the terms of the indenture or has been merged,

consolidated or amalgamated with or into, or transfers or conveys assets to, or is liquidated into Molina or a Restricted Subsidiary, an amount equal to the Fair Market Value of the Restricted Investments owned by Molina and the Restricted Subsidiaries in such Unrestricted Subsidiary at the time of the redesignation, combination or transfer (or of the assets transferred or conveyed, as applicable).

Notwithstanding the foregoing, and in the cases of clauses (6), (10) and (11) below, so long as no Default or Event of Default has occurred and is continuing or would be caused thereby, the preceding provisions will not prohibit any of the following:

(1) the payment of any dividend within 60 days after the date of declaration of the dividend, if at the date of declaration the dividend payment would have complied with the provisions of the indenture;

(2) any Restricted Payments made out of the net cash proceeds of the substantially concurrent sale (other than to a Restricted Subsidiary of Molina) of, Equity Interests of Molina (other than Disqualified Stock); *provided, however*, that the amount of any such net cash proceeds from such sale will be excluded from clause (c)(II) of the preceding paragraph;

(3) the redemption, repurchase, repayment, retirement, defeasance or other acquisition of any Subordinated Obligations with the net cash proceeds from an incurrence of Permitted Refinancing Indebtedness;

(4) the redemption, repurchase or other acquisition or retirement for value of any Equity Interests of Molina or any Restricted Subsidiary of Molina (a) held by any current or former director, officer, employee or consultant of Molina or any of its Subsidiaries and their Affiliates, heirs and executors pursuant to any management equity subscription plan or agreement, stock option or stock purchase plan or agreement or employee benefit plan as may be adopted by Molina or any of its Subsidiaries from time to time or pursuant to any agreement with any director, officer, employee or consultant of Molina or any of its Subsidiaries in existence on the date of the indenture or (b) from an employee of Molina or any of its Subsidiaries upon the termination of such employee's employment with Molina or any of its Subsidiaries; *provided, however*, that the aggregate price paid for all such repurchased, redeemed, acquired or retired Equity Interests in reliance on this clause (4) (other than with respect to employees whose employment has terminated) may not exceed $15.0 million in any calendar year, with any unused amounts in any calendar year being carried forward to the next two succeeding calendar years, and *provided, further*, that such amount in any calendar year may be increased by an amount not to exceed (A) the cash proceeds from the sale of Equity Interests (other than Disqualified Stock) of Molina, in each case to members of management, directors or consultants of Molina or any of its Subsidiaries that occurs after the Issue Date, *provided* that such cash proceeds utilized for redemptions, repurchases or other acquisitions or retirements will be excluded from clause (c)(II) of the preceding paragraph plus (B) the cash proceeds of "key man" life insurance policies received by Molina or its Restricted Subsidiaries after the Issue Date (*provided* that Molina may elect to apply all or any portion of the aggregate increase contemplated by clauses (A) and (B) above in any calendar year, it being understood that the forgiveness of any debt by such Person shall not be a Restricted Payment hereunder) less (C) the amount of any Restricted Payments previously made pursuant to clauses (A) and (B) of this clause (4));

(5) repurchases, acquisitions, forfeitures or retirements of Capital Stock of Molina deemed to occur upon the exercise or vesting of stock options, warrants or restricted stock or similar rights under employee benefit plans of Molina or its Subsidiaries if such Capital Stock represents all or a portion of the exercise price thereof and repurchases, acquisitions, forfeitures or retirements of Capital Stock or options to purchase Capital Stock in connection with the exercise or vesting of stock options, warrants or restricted stock to the extent necessary to pay applicable withholding taxes;

(6) any Restricted Payments, so long as the Total Net Debt Ratio is no more than 2.25 to 1.0, both as of the date thereof and on a *pro forma* basis after giving effect to such Restricted Payment;

(7) payments of cash, dividends, distributions, advances or other Restricted Payments by Molina or any of its Restricted Subsidiaries to allow the payment of cash in lieu of the issuance of fractional shares in connection with the exercise of warrants, options or other securities convertible into or exchangeable for Capital Stock of Molina; *provided, however*, that any such cash payment shall not be for the purpose of evading the limitation of the covenant described under this subheading (as determined in good faith by the Board of Directors of Molina);

(8) the repurchase, redemption or other acquisition or retirement for value of any Subordinated Obligations or Disqualified Stock pursuant to provisions similar to those described under the captions "Repurchase at the Option of Holders—Change of Control" and "Repurchase at the Option of Holders—Asset Sales"; *provided* that a Change of Control Offer or Asset Sale Offer, as applicable, has been made and all notes tendered by holders of the notes in connection with a Change of Control Offer or Asset Sale Offer, as applicable, have been repurchased, redeemed or acquired for value;

(9) the declaration and payment of regularly scheduled or accrued dividends or distributions to holders of any class or series of Disqualified Stock of Molina or any preferred stock of any Restricted Subsidiary of Molina issued on or after the date of the indenture in accordance with the covenant described below under the caption "—Incurrence of Indebtedness and Issuance of Preferred Stock" to the extent such dividends or distributions are included in the definition of Fixed Charges;

(10) other Restricted Payments in an aggregate amount since the Issue Date not to exceed the greater of (a) $200.0 million and (b) 3.50% of Consolidated Total Assets; or

(11) the declaration and payment of dividends on Molina's common Equity Interests not to exceed $25.0 million per fiscal year.

The amount of all Restricted Payments (other than cash) will be the Fair Market Value on the date of the Restricted Payment of the assets, property or securities proposed to be transferred or issued by Molina or such Restricted Subsidiary, as the case may be, pursuant to the Restricted Payment. Molina will deliver to the trustee an officer's certificate setting forth any Fair Market Value determinations. If Molina or a Restricted Subsidiary makes a Restricted Payment which at the time of the making of such Restricted Payment would in the good faith determination of Molina be permitted under the provisions of the indenture, such Restricted Payment shall be deemed to have been made in compliance with the indenture notwithstanding any subsequent adjustments made in good faith to Molina financial statements affecting Consolidated Net Income of Molina for any period.

For purposes of determining compliance with this "Restricted Payments" covenant, in the event that a payment or other action meets the criteria of more than one of the exceptions described in clauses (1) through (11) above, or is entitled to be made pursuant to the first paragraph of this covenant (including any payment or other action that constitutes a "Permitted Investment"), Molina will be permitted to classify such payment or other action on the date of its occurrence in any manner that complies with this covenant (including any payment or other action that constitutes a "Permitted Investment"). Payments or other actions permitted by this covenant need not be permitted solely by reference to one provision permitting such payment or other action (including any payment or other action that constitutes a "Permitted Investment"), but may be permitted in part by one such provision and in part by one or more other provisions of this covenant permitting payment or other action (including any payment or other action that constitutes a "Permitted Investment").

Incurrence of Indebtedness and Issuance of Preferred Stock

Molina will not, and will not permit any of its Restricted Subsidiaries to, directly or indirectly, create, incur, issue, assume, Guarantee or otherwise become directly or indirectly liable, contingently or otherwise, with respect to (collectively, "incur") any Indebtedness (including Acquired Debt), and Molina will not issue any Disqualified Stock and will not permit any of its Restricted Subsidiaries to issue any shares of preferred stock (including Disqualified Stock) other than to Molina; *provided, however*, that Molina may incur Indebtedness (including Acquired Debt) or issue Disqualified Stock, and any Restricted Subsidiary of Molina may incur Indebtedness (including Acquired Debt) or issue preferred stock (including Disqualified Stock), if the Fixed Charge Coverage Ratio for Molina's most recently ended four full fiscal quarters for which internal financial statements are available immediately preceding the date on which such additional Indebtedness is incurred or such preferred stock or Disqualified Stock is issued would have been at least 2.0 to 1.0, determined on a *pro forma* basis (including a *pro forma* application of the net proceeds therefrom), as if the additional Indebtedness had been incurred or the preferred stock or Disqualified Stock had been issued, as the case may be, at the beginning of such four-quarter period; *provided further*, *however*, that the aggregate principal amount incurred under this paragraph by Restricted Subsidiaries that are not Guarantors at any one time outstanding shall not exceed the greater of $150.0 million and 3.0% of Consolidated Total Assets as of the date of any such incurrence.

The first paragraph of this covenant will not prohibit the incurrence of any of the following items of Indebtedness (collectively, "Permitted Debt"):

(1) the incurrence by Molina or any of its Restricted Subsidiaries of Indebtedness and letters of credit under one or more Credit Facilities; *provided* that the aggregate principal amount of all Indebtedness and letters of credit of Molina and any Restricted Subsidiary incurred pursuant to this clause (1) (with letters of credit being deemed to have a principal amount equal to the face amount thereof) does not exceed the greater of (a) $350.0 million and (b) 7.50% of Consolidated Total Assets;

(2) the incurrence by Molina or any of its Restricted Subsidiaries of Indebtedness existing on the Issue Date (other than Indebtedness outstanding under clause (1) above or clause (3) below and Indebtedness being repaid with the proceeds of this offering, if any);

(3) the incurrence by Molina and the Guarantors of Indebtedness represented by the notes and the related Note Guarantees to be issued on the date of the indenture and the exchange notes and the related Note Guarantees to be issued

pursuant to the Registration Rights Agreement (and any exchange notes issued in exchange for additional notes properly incurred under the indenture, where the terms of such exchange notes are substantially identical to such additional notes);

(4) the incurrence by Molina or any of its Restricted Subsidiaries of Indebtedness (including Capital Lease Obligations, mortgage financings or purchase money obligations), Disqualified Stock and preferred stock, in each case incurred for the purpose of financing all or any part of the purchase price, lease or cost of design, installation, construction or improvement of property, plant or equipment used in the business of Molina or such Restricted Subsidiary, in an aggregate principal amount, including all Permitted Refinancing Indebtedness, Disqualified Stock and preferred stock incurred to refund, refinance or replace any Indebtedness, Disqualified Stock and preferred stock incurred pursuant to this clause (4), not to exceed the greater of (a) $150.0 million and (b) 3.0% of Consolidated Total Assets;

(5) the incurrence by Molina or any of its Restricted Subsidiaries of Permitted Refinancing Indebtedness in exchange for, or the net proceeds of which serves to extend, defease, renew, refund, refinance or replace Indebtedness (other than intercompany Indebtedness) that was incurred under the first paragraph of this covenant or clauses (2), (3), this clause (5) or (13) of this paragraph;

(6) the incurrence by Molina or any of its Restricted Subsidiaries of intercompany Indebtedness between or among Molina and any of its Restricted Subsidiaries; *provided, however*, that (i) any subsequent issuance or transfer of Equity Interests that results in any such Indebtedness being held by a Person other than Molina or a Restricted Subsidiary and (ii) any subsequent sale or other transfer of any such Indebtedness to a Person that is not either Molina or a Restricted Subsidiary shall be deemed, in each case, to constitute an incurrence of such Indebtedness by Molina or such Restricted Subsidiary, as the case may be, that was not permitted by this clause (6);

(7) the incurrence of Indebtedness of Molina or any of its Restricted Subsidiaries consisting of Guarantees, indemnities, holdbacks, earn-out, non-compete, consulting, deferred compensation, purchase price adjustments and similar obligations in connection with the acquisition or disposition of assets, including, without limitation, shares of Capital Stock of Restricted Subsidiaries or contingent payment obligations incurred in connection with the acquisition of assets which are contingent on the performance of the assets acquired, other than Guarantees of Indebtedness incurred by any Person acquiring all or any portion of such assets or shares of Capital Stock of such Restricted Subsidiary for the purpose of financing such acquisition;

(8) the incurrence of Indebtedness of Molina or any of its Restricted Subsidiaries in respect of bid, appeal, surety and performance bonds, completion guarantees or other similar arrangements, provider claims, workers' compensation claims, statutory, appeal or similar obligations, bankers' acceptances, payment obligations in connection with sales tax and insurance or other similar requirements in the ordinary course of business or in respect of awards or judgments not resulting in an Event of Default;

(9) the incurrence by Molina or any of its Restricted Subsidiaries of Indebtedness arising from the honoring by a bank or other financial institution of a check, draft or similar instrument inadvertently drawn against insufficient funds, netting services and otherwise in connection with deposit accounts, so long as such Indebtedness is covered within 10 business days or arising in connection with endorsement of instruments for deposit in the ordinary course of business;

(10) Indebtedness representing deferred compensation or other similar arrangements to employees and directors of Molina or any of its Restricted Subsidiaries incurred in the ordinary course of business;

(11) the incurrence by Molina or any of its Restricted Subsidiaries of Hedging Obligations; *provided* that such Hedging Obligations are entered into for bona fide hedging purposes (and not for speculative purposes) of Molina or its Restricted Subsidiaries;

(12) (a) the Guarantee by Molina or any of the Restricted Subsidiaries of Indebtedness of Molina or a Restricted Subsidiary that was permitted to be incurred by another provision of this covenant; *provided* that if the Indebtedness being Guaranteed is incurred by Molina and is subordinated to the notes, then the Guarantee of such Indebtedness by any of its Restricted Subsidiaries shall be subordinated to the same extent as the Indebtedness Guaranteed and (b) the Guarantee by Molina or any of the Restricted Subsidiaries of Indebtedness of Molina or a Restricted Subsidiary required pursuant to applicable law or any applicable rule, regulation or order of, or arrangement with, any regulatory body or agency;

(13) Indebtedness of a Restricted Subsidiary outstanding on the date on which such Restricted Subsidiary was acquired by Molina or otherwise became a Restricted Subsidiary (other than Indebtedness incurred as consideration in, or to provide all or any portion of the funds or credit support utilized to consummate, the transaction or series of transactions pursuant to which such Restricted Subsidiary became a Subsidiary of Molina or was otherwise acquired by Molina), *provided* that after giving effect thereto, (a) Molina would be permitted to incur at least $1.00 of additional Indebtedness pursuant to the Fixed Charge

Coverage Ratio test in the first paragraph above, or (b) the Fixed Charge Coverage Ratio would be no worse than immediately prior thereto;

(14) the incurrence by Molina or any Restricted Subsidiary of Indebtedness to the extent the proceeds thereof are used to purchase notes pursuant to a Change of Control Offer or to defease or discharge notes in accordance with the terms of the indenture;

(15) the incurrence by Molina or any Restricted Subsidiary of Indebtedness consisting of (a)(i) the financing of insurance premiums or (ii) insurance premiums incurred in the ordinary course of business and owed to any Person providing property, casualty or liability insurance to Molina or its Subsidiaries, so long as such Indebtedness shall not be in excess of the amount of the unpaid cost of and shall be incurred only to defer the cost of, such insurance for the year in which such Indebtedness is incurred and such Indebtedness shall only be outstanding during such year, or (b) take or pay obligations in supply agreements, in each case in the ordinary course of business;

(16) Indebtedness in respect of secured or unsecured letters of credit incurred by Molina or any Restricted Subsidiary in an aggregate principal amount not to exceed $200.0 million;

(17) Guarantees in the ordinary course of business of the obligations of suppliers, customers, franchisees and licensees of Molina and its Restricted Subsidiaries;

(18) the incurrence by Molina or any of its Restricted Subsidiaries of additional Indebtedness in an aggregate principal amount (or accreted value, as applicable), including all Permitted Refinancing Indebtedness incurred to refund, refinance or replace any Indebtedness incurred pursuant to this clause (18), not to exceed the greater of (a) $275.0 million and (b) 5.0% of Consolidated Total Assets; or

(19) Guarantees by Molina or a Restricted Subsidiary of Contractual Obligations of an HMO Subsidiary or an Insurance Subsidiary incurred in the ordinary course of business.

For purposes of determining compliance with this covenant, in the event that an item of Indebtedness meets the criteria of more than one of the categories of Permitted Debt described in clauses (1) through (19) above or is entitled to be incurred pursuant to the first paragraph of this covenant, Molina shall, in its sole discretion, classify (or later re-classify in whole or in part), or divide (or later re-divide in whole or in part) such item of Indebtedness (or any portion thereof) in any manner that complies with this covenant and such Indebtedness will be treated as having been incurred pursuant to such clauses or the first paragraph hereof, as the case may be, designated by Molina. Indebtedness under Credit Facilities outstanding on the date on which notes are first issued and authenticated under the indenture will be deemed to have been incurred on such date in reliance on the exception provided by clause (1) of the definition of Permitted Debt and may not later be reclassified. Accrual of interest or dividends, the accretion of accreted value or liquidation preference and the payment of interest or dividends in the form of additional Indebtedness or Disqualified Stock will not be deemed to be an incurrence of Indebtedness or an issuance of Disqualified Stock for purposes of this covenant.

Molina will not, and will not permit any of its Restricted Subsidiaries to, directly or indirectly, incur any Indebtedness which by its terms (or by the terms of any agreement governing such Indebtedness) is subordinated to any other Indebtedness of Molina or such Restricted Subsidiary, as the case may be, unless made expressly subordinate to the notes to the same extent and in the same manner as such Indebtedness is subordinated pursuant to subordination provisions that are most favorable to the holders of any other Indebtedness of Molina or such Restricted Subsidiary, as the case may be.

The indenture will not treat (1) unsecured Indebtedness as subordinated or junior to secured Indebtedness merely because it is unsecured, (2) Indebtedness as subordinated or junior to any other Indebtedness merely because it has a junior priority with respect to the same collateral or (3) Indebtedness that is not Guaranteed as subordinated or junior to Indebtedness that is Guaranteed merely because of such Guarantee.

Liens

Molina will not, and will not permit any of its Restricted Subsidiaries to, directly or indirectly, create, incur or assume any consensual Liens (the "Initial Lien") of any kind against or upon any of their respective properties or assets, or any proceeds, income or profit therefrom or assign or convey any right to receive income therefrom, except Permitted Liens, to secure any Indebtedness of Molina or a Guarantor unless prior to, or contemporaneously therewith, the notes and the Note Guarantees are equally and ratably secured by a Lien on such property, assets, proceeds, income or profit; *provided, however*, that if such Indebtedness is expressly subordinated to the notes and the Note Guarantees, the Lien securing such Indebtedness will be subordinated and junior to the Lien securing the notes and the Note Guarantees with the same relative priority as such Indebtedness has with respect to the notes and the Note Guarantees. Any Lien created for the benefit of the holders of the notes

pursuant to the preceding sentence shall provide by its terms that such Lien shall be automatically and unconditionally released and discharged upon the release and discharge of the Initial Lien.

Dividend and Other Payment Restrictions Affecting Restricted Subsidiaries

Molina will not, and will not permit any of its Restricted Subsidiaries to, directly or indirectly, create or permit to exist or become effective any consensual encumbrance or restriction on the ability of any of its Restricted Subsidiaries to:

(a) pay dividends or make any other distributions on its Capital Stock to Molina or any of its Restricted Subsidiaries, or with respect to any other interest or participation in, or measured by, its profits, or pay any Indebtedness owed to Molina or any of its Restricted Subsidiaries;

(b) make loans or advances to Molina or any of its Restricted Subsidiaries; or

(c) transfer any of its properties or assets to Molina or any of its Restricted Subsidiaries.

However, the preceding restrictions will not apply to encumbrances or restrictions existing under or by reason of:

(1) agreements governing the Credit Agreement and agreements governing Existing Indebtedness, in each case, as in effect on the date of the indenture;

(2) the indenture and the notes;

(3) applicable law or any applicable rule, regulation or order of, or arrangement with, any regulatory body or agency;

(4) any agreement or other instrument of (i) a Person acquired by Molina or any of its Restricted Subsidiaries as in effect at the time of such acquisition (except to the extent such encumbrance or restriction was created in connection with or in contemplation of such acquisition) or (ii) any Unrestricted Subsidiary at the time it is designated or is deemed to become a Restricted Subsidiary, which encumbrance or restriction is not applicable to any Person, or the properties or assets of any Person, other than the Person or Unrestricted Subsidiary, or the property or assets of the Person or Unrestricted Subsidiary, so acquired or designated, as the case may be;

(5) restrictions on cash, Cash Equivalents or other deposits or net worth imposed by customers or governmental regulatory bodies or required by insurance, surety or bonding companies, in each case pursuant to contracts entered into in the ordinary course of business;

(6) customary non-assignment provisions in leases, licenses, sublicenses and other contracts entered into in the ordinary course of business;

(7) customary restrictions and conditions contained in agreements relating to purchase money indebtedness for property acquired and Capital Lease Obligations permitted to be incurred under the provisions of the covenant described above under the caption "—Incurrence of Indebtedness and Issuance of Preferred Stock" that impose restrictions of the nature described in clause (c) of the first paragraph of this covenant on the property so acquired or subject to such obligations;

(8) any agreement for the sale or other disposition of a Restricted Subsidiary or the assets of a Restricted Subsidiary pending the closing of such sale or other disposition or the sale or other disposition of its assets;

(9) Permitted Refinancing Indebtedness; *provided, however*, that the restrictions contained in the agreements governing such Permitted Refinancing Indebtedness are not materially more restrictive, taken as a whole, than those contained in the agreements governing the Indebtedness being refinanced (as determined in good faith by an officer of Molina);

(10) Liens securing Indebtedness otherwise permitted to be incurred under the provisions of the covenant described above under the caption "—Liens" that limit the right of the debtor to dispose of the assets subject to such Liens;

(11) provisions with respect to the disposition or distribution of assets or property in joint venture agreements, asset sale agreements, sale-leaseback agreements, stock sale agreements and other similar agreements (including agreements entered into in connection with a Restricted Investment); *provided* that such provisions with respect to the disposition or distribution of assets or property relate only to the assets or properties subject to such agreements;

(12) other Indebtedness, Disqualified Stock or preferred stock permitted to be incurred subsequent to the Issue Date under the provisions of the covenant described above under the caption "—Incurrence of Indebtedness and Issuance of Preferred Stock"; provided that such incurrence will not materially impair Molina's ability to make payments under the notes when due (as determined in good faith by an officer of Molina);

(13) Contractual Obligations binding upon a HMO Subsidiary or Insurance Subsidiary, *provided* that such restrictions apply only to such Subsidiary;

(14) any amendment, modification, restatement, renewal, increase, supplement, refunding, replacement or refinancing of an agreement referred to in clauses (1) through (13) above, *provided, however* that such amendment, modification, restatement, renewal, increase, supplement, refunding, replacement or refinancing is not materially more restrictive, taken as a whole, than those prior to such amendment, modification, restatement, renewal, increase, supplement, refunding, replacement or refinancing (as determined in good faith by an officer of Molina);

(15) Hedging Obligations; and

(16) customary provisions in any joint venture agreement or similar agreement to the extent prohibiting the pledge of the Equity Interests of such joint venture.

For purposes of determining compliance with this covenant, (1) the priority of any preferred stock in receiving dividends or liquidating distributions prior to dividends or liquidating distributions being paid on common stock shall not be deemed a restriction on the ability to make distributions on Capital Stock and (2) the subordination of loans or advances made to Molina or a Restricted Subsidiary to other Indebtedness incurred by Molina or any such Restricted Subsidiary shall not be deemed a restriction on the ability to make loans or advances.

Merger, Consolidation or Sale of Assets

Molina may not, directly or indirectly: (1) consolidate or merge with or into another Person (whether or not Molina is the surviving Person) or (2) sell, assign, transfer, convey, lease or otherwise dispose of all or substantially all of the properties or assets of Molina in one or more related transactions, to another Person; unless:

(1) either:

(a) Molina is the surviving Person; or

(b) the Person formed by or surviving any such consolidation or merger (if other than Molina) or to which such sale, assignment, transfer, conveyance or other disposition has been made is an entity organized or existing under the laws of the United States, any state of the United States or the District of Columbia; *provided* that, if such entity is not a corporation, a co-obligor of the notes is a corporation;

(2) the Person formed by or surviving any such consolidation or merger (if other than Molina) or the Person to which such sale, assignment, transfer, conveyance or other disposition has been made assumes by supplemental indenture and all the obligations of Molina under the notes, and the indenture (to the extent Molina's obligations thereunder have been not been completed) pursuant to agreements in form satisfactory to the trustee;

(3) immediately after such transaction no Default or Event of Default exists; and

(4) Molina or the Person formed by or surviving any such consolidation or merger (if other than Molina), or to which such sale, assignment, transfer, conveyance or other disposition has been made will, on the date of such transaction after giving *pro forma* effect thereto and any related financing transactions as if the same had occurred at the beginning of the applicable four-quarter period, (a) be permitted to incur at least $1.00 of additional Indebtedness pursuant to the Fixed Charge Coverage Ratio test set forth in the first paragraph of the covenant described under the caption "—Incurrence of Indebtedness and Issuance of Preferred Stock" above or (b) have a Fixed Charge Coverage Ratio that is no worse than the Fixed Charge Coverage Ratio of Molina for such applicable four-quarter period without giving *pro forma* effect to such transactions and any related financing transactions.

A Guarantor may not sell or otherwise dispose of all or substantially all of its assets to, or consolidate with or merge with or into (whether or not such Guarantor is the surviving Person) another Person, other than Molina or another Guarantor, unless:

(1) immediately after giving effect to that transaction, no Default or Event of Default exists; and

(2) either:

(a) (i) such Guarantor shall be the Person surviving any such consolidation or merger or (ii) the Person acquiring the assets in any such sale or other disposition or the Person formed by or surviving any such consolidation or merger assumes all the obligations of that Guarantor under the indenture and its Note Guarantee pursuant to agreements in form satisfactory to the trustee; or

(b) such sale or other disposition does not violate the "Asset Sale" provisions of the indenture. See "—Repurchase at the Option of Holders—Asset Sales".

For purposes of this covenant, the sale, assignment, transfer, lease, conveyance or other disposition of all or substantially all of the properties or assets of one or more Subsidiaries of Molina, which properties or assets, if held by Molina instead of such Subsidiaries, would constitute all or substantially all of the properties or assets of Molina on a consolidated basis, shall be deemed to be the transfer of all or substantially all of the properties or assets of Molina.

Upon any transaction or series of transactions that are of the type described in, and are effected in accordance with, conditions described in the immediately preceding paragraphs, the surviving entity shall succeed to, and be substituted for, and may exercise every right and power of, Molina or the Guarantor, as applicable, under the indenture and the notes with the same effect as if such surviving entity had been named as the issuer or the Guarantor, as applicable, of the notes; and when a surviving entity duly assumes all of the obligations and covenants of the issuer or the Guarantor, as applicable, pursuant to the indenture, the notes, and the Note Guarantee, Molina or the Guarantor, as applicable, or any other predecessor Person shall be relieved of such obligations.

This covenant will not apply to any sale, assignment, transfer, conveyance, lease or other disposition of assets between or among Molina or any of its Restricted Subsidiaries. Clauses (3) and (4) of this covenant will not apply to (1) any merger or consolidation of Molina or a Guarantor with or into a Restricted Subsidiary of Molina for any purpose or (2) the merger of Molina or a Guarantor with or into an Affiliate solely for the purpose of reincorporating Molina or such Guarantor, as the case may be, in another jurisdiction under the laws of the United States, any state of the United States or the District of Columbia so long as the amount of Indebtedness of Molina and its Restricted Subsidiaries is not increased thereby.

Although there is a limited body of case law interpreting the phrase "substantially all," there is no precise established definition of the phrase under applicable law. Accordingly, in certain circumstances there may be a degree of uncertainty as to whether a particular transaction would involve "all or substantially all" of the property or assets of a Person.

Designation of Restricted and Unrestricted Subsidiaries

The Board of Directors of Molina may designate any of its Restricted Subsidiaries to be an Unrestricted Subsidiary if that designation would not cause a Default and if that designation otherwise is consistent with the definition of an Unrestricted Subsidiary. If a Restricted Subsidiary is designated as an Unrestricted Subsidiary, the aggregate Fair Market Value of all outstanding Investments owned by Molina and its Restricted Subsidiaries in the Subsidiary properly designated will be deemed to be an Investment made as of the time of the designation and will either reduce the amount available for Restricted Payments under the covenant described above under the caption "—Restricted Payments" or be a Permitted Investment, as determined by Molina; provided that no designation of an Unrestricted Subsidiary may be made in reliance upon clause (6) of the second paragraph under the caption "—Restricted Payments". Such designation will only be permitted if the Investment would be permitted at that time and if the Restricted Subsidiary otherwise meets the definition of an Unrestricted Subsidiary.

Any designation of a Subsidiary of Molina as an Unrestricted Subsidiary will be evidenced to the trustee by filing with the trustee a certified copy of a resolution of the Board of Directors giving effect to such designation and an officer's certificate certifying that such designation complied with the preceding conditions and was permitted by the covenant described above under the caption "—Restricted Payments". If, at any time, any Unrestricted Subsidiary would fail to meet the requirements of an Unrestricted Subsidiary, it will thereafter cease to be an Unrestricted Subsidiary for purposes of the indenture, and any Indebtedness of such Subsidiary will be deemed to be incurred by a Restricted Subsidiary of Molina as of such date and, if such Indebtedness is not permitted to be incurred as of such date under the covenant described under the caption "—Incurrence of Indebtedness and Issuance of Preferred Stock", Molina will be in default of such covenant unless such Unrestricted Subsidiary is made to meet such requirements.

The Board of Directors of Molina may at any time designate any Unrestricted Subsidiary to be a Restricted Subsidiary of Molina; *provided* that such designation will be deemed to be an incurrence of Indebtedness by a Restricted Subsidiary of Molina of any outstanding Indebtedness and Liens of such Unrestricted Subsidiary, and such designation will only be permitted if (1) such Indebtedness and Liens are permitted under the covenants described under the captions "—Incurrence of Indebtedness and Issuance of Preferred Stock" and "—Liens", calculated on a *pro forma* basis as if such designation had occurred at the beginning of the four-quarter reference period; and (2) no Default or Event of Default would be in existence following such designation.

Transactions with Affiliates

Molina will not, and will not permit any of its Restricted Subsidiaries to, make any payment to, or sell, lease, transfer or otherwise dispose of any of its properties or assets to, or purchase any property or assets from, or enter into or make or amend

any transaction, contract, agreement, understanding, loan, advance or Guarantee with, or for the benefit of, any Affiliate (each, an "Affiliate Transaction"), unless:

(1) with respect to any Affiliate Transaction or series of related Affiliate Transactions involving aggregate consideration in excess of $10.0 million, the Affiliate Transaction is on terms that are not less favorable in any material respect to Molina or the relevant Restricted Subsidiary than those that would have been obtained in a comparable transaction by Molina or such Restricted Subsidiary with an unrelated Person; and

(2) Molina delivers to the trustee with respect to any Affiliate Transaction or series of related Affiliate Transactions involving aggregate consideration in excess of $30.0 million, a resolution of the Board of Directors set forth in an officer's certificate certifying that such Affiliate Transaction complies with this covenant and that such Affiliate Transaction has been approved by a majority of the disinterested members of the Board of Directors of Molina.

The following items will not be deemed to be Affiliate Transactions and, therefore, will not be subject to the provisions of the prior paragraph:

(1) transactions solely between or among Molina and/or any of its Restricted Subsidiaries or solely among its Restricted Subsidiaries;

(2) any issuances of Equity Interests (other than Disqualified Stock) to Affiliates of Molina;

(3) reasonable and customary fees, indemnification and similar arrangements, consulting fees, employee salaries, bonuses or employment or severance agreements, compensation or employee benefit arrangements or plans and incentive arrangements or plans (including any amendments to the foregoing) with any officer, director, employee or consultant of Molina or a Restricted Subsidiary entered into in the ordinary course of business or approved in good faith by the Board of Directors of Molina or any Restricted Subsidiary, as applicable;

(4) any transactions made in compliance with the covenant described above under the caption "—Restricted Payments";

(5) loans (and cancellation of loans) and advances to directors, officers, employees or consultants of Molina or any of its Restricted Subsidiaries entered into in the ordinary course of business of Molina or any of its Restricted Subsidiaries or approved in good faith by the Board of Directors of Molina or such Restricted Subsidiary, as applicable;

(6) any agreement as in effect as of the date of the indenture or any amendment to such agreement so long as any such amendment is not more disadvantageous to the holders in any material respect than the original agreement as in effect on the date of the indenture;

(7) transactions entered into by a Person prior to the time such Person becomes a Restricted Subsidiary or is merged or consolidated into Molina or a Restricted Subsidiary (provided such transaction is not entered into in contemplation of such event);

(8) transactions permitted by, and complying with, the provisions of the covenant described above under the caption "—Merger, Consolidation or Sale of Assets";

(9) transactions with a Person (other than an Unrestricted Subsidiary of Molina) that is an Affiliate of Molina solely because Molina owns, directly or through a Restricted Subsidiary, an Equity Interest in such Person;

(10) payment of management fees or similar fees under any management agreement entered into or assumed in connection with an acquisition or business expansion; and

(11) any transaction in which Molina or any Restricted Subsidiary, as the case may be, receives an opinion from a nationally recognized investment banking, appraisal or accounting firm that such Affiliate Transaction is either fair, from a financial standpoint, to Molina or such Restricted Subsidiary or meets the requirements of clause (1) of the preceding paragraph.

Limitation on Issuances of Guarantees of Indebtedness

Molina will not permit any of its Domestic Subsidiaries, directly or indirectly, to Guarantee or pledge any assets to secure the payment of any other Indebtedness of Molina or another Guarantor under any Credit Facility or incur Indebtedness under any Credit Facility, unless such Domestic Subsidiary simultaneously executes and delivers a supplemental indenture providing for the Guarantee of the payment of the notes by such Domestic Subsidiary. The Note Guarantee will be (1) senior to such

Domestic Subsidiary's Guarantee of, pledge to secure or obligation to pay such other Indebtedness if such other Indebtedness is subordinated in right of payment to the notes; or (2) *pari passu* in right of payment with such Domestic Subsidiary's Guarantee of, pledge to secure or obligation to pay such other Indebtedness if such other Indebtedness is not subordinated in right of payment to the notes.

SEC Reports

Whether or not required by the rules and regulations of the SEC, so long as any notes are outstanding, Molina will electronically file, within the time periods specified in the SEC's rules and regulations (after giving effect to any grace period provided by Rule 12b-25 under the Exchange Act):

(1) all quarterly and annual reports that would be required to be filed with the SEC on Forms 10-Q and 10-K if Molina were required to file such reports; and

(2) all current reports that would be required to be filed with the SEC on Form 8-K if Molina were required to file such reports.

All such reports will be prepared in all material respects in accordance with all of the rules and regulations applicable to such reports. Each annual report on Form 10-K will include a report on Molina's consolidated financial statements by Molina's certified independent accountants.

If Molina has designated any of its Subsidiaries as Unrestricted Subsidiaries, then the quarterly and annual financial information required by the preceding paragraph shall include a reasonably detailed presentation, either on the face of the financial statements or in the footnotes thereto, of the financial condition and results of operations of Molina and its Restricted Subsidiaries separate from the financial condition and results of operations of the Unrestricted Subsidiaries of Molina.

If the SEC will not accept Molina's filings for any reason, Molina will post the reports referred to in the preceding paragraph on its website within the time periods that would apply if Molina were required to file those reports with the SEC (after giving effect to any grace period provided by Rule 12b-25 under the Exchange Act). Molina will not take any action for the purpose of causing the SEC not to accept any such filing.

In addition, Molina and the Guarantors agree that, for so long as any notes remain outstanding, they will furnish to the holders of notes and to securities analysts and prospective investors, upon their request, the information required to be delivered pursuant to Rule 144A(d)(4) under the Securities Act.

Events of Default and Remedies

Each of the following is an Event of Default:

(1) default for 30 days in the payment when due of interest on the notes;

(2) default in payment when due (at maturity, upon redemption or otherwise) of the principal of or premium, if any, on the notes;

(3) failure by Molina or any of its Restricted Subsidiaries to comply with the provisions described under the caption "Certain Covenants—Merger, Consolidation or Sale of Assets";

(4) failure by Molina or any of its Restricted Subsidiaries for 30 days after notice to Molina by the trustee or the holders of at least 25% in aggregate principal amount of the notes then outstanding to comply with the provisions described under the captions "Repurchase at the Option of Holders—Asset Sales" or "Repurchase at the Option of Holders—Change of Control";

(5) failure by Molina for 120 days after notice to Molina by the trustee or the holders of at least 25% in aggregate principal amount of the notes then outstanding to comply with the provisions described under the caption "Certain Covenants—SEC Reports";

(6) failure by Molina or any of its Restricted Subsidiaries for 60 days after notice to Molina by the trustee or the holders of at least 25% in aggregate principal amount of the notes then outstanding to comply with any of the other agreements in the indenture or the notes;

(7) default under any mortgage, indenture or instrument under which there may be issued or by which there may be secured or evidenced any Indebtedness for money borrowed by Molina or any of its Restricted Subsidiaries (or the payment of

which is Guaranteed by Molina or any of its Restricted Subsidiaries) whether such Indebtedness or Guarantee now exists, or is created after the date of the indenture, if that default:

(a) is caused by a failure to pay principal of, or interest or premium, if any, on such Indebtedness on or prior to the expiration of any grace period provided in such Indebtedness on the date of such default (a "Payment Default"); or

(b) results in the acceleration of such Indebtedness prior to its Stated Maturity, and, in each case, the principal amount of any such Indebtedness, together with the principal amount of any other such Indebtedness under which there has been a Payment Default or the maturity of which has been so accelerated, aggregating in excess of $30.0 million;

(8) failure by Molina or any of its Restricted Subsidiaries to pay final non-appealable judgments entered by a court or courts of competent jurisdiction aggregating in excess of $30.0 million, which judgments are not paid, discharged or stayed for a period of 60 days;

(9) except as permitted by the indenture, any Note Guarantee by a Guarantor that is a Significant Subsidiary of Molina is held in any judicial proceeding to be unenforceable or invalid or ceases for any reason to be in full force and effect, or any Guarantor that is a Significant Subsidiary of Molina, or any Person acting on behalf of any such Guarantor, denies or disaffirms its obligations under its Note Guarantee; and

(10) certain events of bankruptcy or insolvency described in the indenture with respect to Molina or any Significant Subsidiary or any group of Subsidiaries that, taken together, would constitute a Significant Subsidiary.

In the case of an Event of Default arising from certain events of bankruptcy or insolvency, with respect to Molina, any Subsidiary that would constitute a Significant Subsidiary or any group of Subsidiaries that, taken together, would constitute a Significant Subsidiary, all outstanding notes will become due and payable immediately without further action or notice. If any other Event of Default occurs and is continuing, the trustee or the holders of at least 25% in principal amount of the then outstanding notes may declare all the notes to be due and payable immediately.

Subject to certain limitations, holders of a majority in principal amount of the then outstanding notes may direct the trustee in its exercise of any trust or power.

If an Event of Default occurs and is continuing, the trustee will be under no obligation to exercise any of the rights or powers under the indenture at the request or direction of any holders of notes unless such holders have offered to the trustee indemnity or security reasonably satisfactory to it against any loss, liability or expense. Except to enforce the right to receive payment of principal, premium, if any, or interest, if any, when due, no holder of a note may pursue any remedy with respect to the indenture or the notes unless:

(1) such holder has previously given the trustee written notice that an Event of Default is continuing;

(2) holders of at least 25% in aggregate principal amount of the then outstanding notes make a written request to the trustee to pursue the remedy;

(3) such holder or holders offer to the trustee security or indemnity reasonably satisfactory to the trustee against any loss, liability or expense;

(4) the trustee does not comply with such request within 60 days after receipt of the request and the offer of security or indemnity; and

(5) during such 60-day period, holders of a majority in aggregate principal amount of the then outstanding notes do not give the trustee a direction inconsistent with such request.

The holders of at least a majority in aggregate principal amount of the notes then outstanding by notice to the trustee may on behalf of the holders of all of the notes waive any existing Default or Event of Default and its consequences under the indenture, except a continuing Default or Event of Default in the payment of interest on, or the principal of, the notes. In the event of any Event of Default specified in clause (7) above, such Event of Default and all consequences thereof (excluding any resulting payment default, other than as a result of the acceleration of the notes) shall be annulled, waived and rescinded, automatically and without any action by the trustee or holders of the notes, if within 20 days after such Event of Default arose:

(a) the Indebtedness or Guarantee that is the basis for such Event of Default has been discharged;

(b) the holders thereof have rescinded or waived the acceleration, notice or action (as the case may be) giving rise to such Event of Default; or

(c) if the default that is the basis for such Event of Default has been cured.

Molina is required to deliver to the trustee annually a statement regarding compliance with the indenture. Within 30 days of becoming aware of any Default or Event of Default, Molina is required to deliver to the trustee a statement specifying such Default or Event of Default.

No Personal Liability of Directors, Officers, Incorporators, Employees or Stockholders

No director, officer, employee, incorporator, stockholder, member, manager or partner of Molina or any Restricted Subsidiary, as such, will have any liability for any obligations of Molina or any Restricted Subsidiary under the notes, the Note Guarantees, the indenture, or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each holder of notes by accepting a note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the notes. The waiver may not be effective to waive liabilities under the federal securities laws.

Legal Defeasance and Covenant Defeasance

Molina may, at its option and at any time, elect to have all of its obligations discharged with respect to the outstanding notes and all obligations of the Guarantors discharged with respect to their Note Guarantees ("Legal Defeasance") except for:

(1) the rights of holders of outstanding notes to receive payments in respect of the principal of, or interest or premium, if any, on such notes when such payments are due from the trust referred to below;

(2) Molina's obligations with respect to the notes concerning issuing temporary notes, mutilated, destroyed, lost or stolen notes and the maintenance of an office or agency for payment and money for security payments held in trust;

(3) the rights, powers, trusts, duties and immunities of the trustee, and Molina's and the Guarantors' obligations in connection therewith; and

(4) the Legal Defeasance provisions of the indenture.

In addition, Molina may, at its option and at any time, elect to have the obligations of Molina and the Guarantors released with respect to certain covenants that are described in the indenture ("Covenant Defeasance") and thereafter any omission to comply with those covenants will not constitute a Default or Event of Default with respect to the notes. In the event Covenant Defeasance occurs, certain events (not including non-payment, bankruptcy, receivership, rehabilitation and insolvency events) described under the caption "Events of Default and Remedies" will no longer constitute an Event of Default with respect to the notes.

To exercise either Legal Defeasance or Covenant Defeasance:

(1) Molina must irrevocably deposit with the trustee, in trust, for the benefit of the holders of the notes, cash in U.S. dollars, Government Securities, or a combination of cash in U.S. dollars and Government Securities, in amounts as will be sufficient, without consideration of any reinvestment of interest, in the opinion of a nationally recognized firm of independent public accountants, to pay the principal of, or interest and premium, if any, on the outstanding notes on the stated maturity or on the next redemption date, as the case may be, and Molina must specify whether the notes are being defeased to maturity or to such particular redemption date;

(2) in the case of Legal Defeasance, Molina has delivered to the trustee an opinion of counsel reasonably acceptable to the trustee confirming that, subject to customary assumptions and exclusions, (a) Molina has received from, or there has been published by, the Internal Revenue Service a ruling or (b) since the issuance of the notes, there has been a change in the applicable federal income tax law, in either case to the effect that, and based thereon such opinion of counsel will confirm that, subject to customary assumptions and exclusions, the holders of the outstanding notes will not recognize income, gain or loss for federal income tax purposes as a result of such Legal Defeasance and will be subject to federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such Legal Defeasance had not occurred;

(3) in the case of Covenant Defeasance, Molina has delivered to the trustee an opinion of counsel reasonably acceptable to the trustee confirming that subject to customary assumptions and exclusions the holders of the outstanding notes will not recognize income, gain or loss for federal income tax purposes as a result of such Covenant Defeasance and will be subject to federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such Covenant Defeasance had not occurred;

(4) no Default or Event of Default has occurred and is continuing on the date of such deposit (other than a Default or Event of Default resulting from the borrowing of funds to be applied to make such deposit and the grant of any Lien securing such borrowing);

(5) such Legal Defeasance or Covenant Defeasance will not result in a breach or violation of, or constitute a default under, any material agreement or instrument (other than the indenture) to which Molina or any of its Subsidiaries is a party or by which Molina or any of its Subsidiaries is bound (other than resulting from the borrowing of funds to be applied to make such deposit and the grant of any Lien securing such borrowing);

(6) Molina must deliver to the trustee an officer's certificate stating that the deposit was not made by Molina with the intent of preferring the holders of notes over the other creditors of Molina with the intent of defeating, hindering, delaying or defrauding creditors of Molina or others; and

(7) Molina must deliver to the trustee an officer's certificate and an opinion of counsel, each stating that all conditions precedent relating to the Legal Defeasance or the Covenant Defeasance have been complied with.

Amendment, Supplement and Waiver

Except as provided in the next two succeeding paragraphs, the indenture, the notes or any Note Guarantee may be amended or supplemented with the consent of the holders of at least a majority in principal amount of the notes then outstanding (including, without limitation, consents obtained in connection with a purchase of, or tender offer or exchange offer for, notes), and any existing default or compliance with any provision of the indenture, the notes or any Note Guarantee may be waived with the consent of the holders of a majority in principal amount of the then outstanding notes (including, without limitation, consents obtained in connection with a purchase of, or tender offer or exchange offer for, notes).

Without the consent of each holder affected, an amendment or waiver may not (with respect to any notes held by a non-consenting holder):

(1) reduce the principal amount of notes whose holders must consent to an amendment, supplement or waiver;

(2) reduce the principal of or change the fixed maturity of any note or alter the provisions with respect to the redemption or repurchase of the notes (except those provisions relating to the covenants described above under the caption "Repurchase at the Option of Holders");

(3) reduce the rate of, or change the time for, payment of interest on any note;

(4) waive a Default or Event of Default in the payment of principal of, or interest or premium, if any, on the notes (except a rescission of acceleration of the notes by the holders of at least a majority in aggregate principal amount of the notes and a waiver of the payment default that resulted from such acceleration);

(5) make any note payable in money other than that stated in the notes;

(6) make any change in the provisions (including applicable definitions) of the indenture relating to waivers of past Defaults or the rights of holders of notes to receive payments of principal of, or interest or premium, if any, on the notes;

(7) waive a redemption or repurchase payment with respect to any note (other than a payment required by the provisions described under the caption "Repurchase at the Option of Holders" above);

(8) release any Guarantor from any of its obligations under its Note Guarantee or the indenture, except in accordance with the terms of the indenture, including as provided in clauses (3), (11) and (12) of the following paragraph;

(9) make any change in the ranking of the notes in a manner adverse to the holders of the notes; or

(10) make any change in the preceding amendment and waiver provisions.

Notwithstanding the preceding, without the consent of any holder of notes, Molina, the Guarantors (except no existing Guarantor need execute a supplemental indenture with respect to clause (7) below) and the trustee may amend or supplement the indenture or the notes:

(1) to cure any ambiguity, mistake, defect or inconsistency;

(2) to provide for uncertificated notes in addition to or in place of certificated notes;

(3) to provide for the assumption of Molina's or a Guarantor's obligations to holders of notes and Note Guarantees in the case of a merger or consolidation or sale of all or substantially all of Molina's or such Guarantor's assets, as applicable;

(4) to make any change that would provide any additional rights or benefits to the holders of notes or that does not adversely affect the legal rights under the indenture of any such holder;

(5) to provide for or confirm the issuance of additional notes otherwise permitted to be incurred by the indenture;

(6) to comply with requirements of the SEC in order to effect or maintain the qualification of the indenture under the Trust Indenture Act;

(7) to allow any Guarantor to execute a supplemental indenture and/or a Guarantee with respect to the notes;

(8) to evidence and provide the acceptance of the appointment of a successor trustee under the indenture;

(9) to mortgage, pledge, hypothecate or grant a security interest in favor of the trustee for the benefit of the holders of notes as additional security for the payment and performance of Molina's or a Guarantor's obligations;

(10) to comply with the rules of any applicable securities depositary;

(11) to release a Guarantor from its Note Guarantee pursuant to the terms of the indenture when permitted or required pursuant to the terms of the indenture; or

(12) to conform the text of the indenture, the notes or the Note Guarantees to any provision of this description to the extent that such provision in this description was intended to be a substantially verbatim recitation of a provision of the indenture, the notes or the Note Guarantees.

The consent of the holders is not necessary under the indenture to approve the particular form of any proposed amendment. It is sufficient if such consent approves the substance of the proposed amendment.

After an amendment under the indenture becomes effective, Molina is required to deliver to holders of the notes a notice briefly describing such amendment. However, the failure to give such notice to all holders of the notes, or any defect therein, will not impair or affect the validity of the amendment.

Satisfaction and Discharge

The indenture (including the Note Guarantees) will be discharged and will cease to be of further effect as to all notes issued thereunder (except for the trustee's rights to compensation and indemnity under the indenture, which shall survive), when:

(1) either:

(a) all notes that have been authenticated, except lost, stolen or destroyed notes that have been replaced or paid and notes for whose payment money has been deposited in trust and thereafter repaid to Molina, have been delivered to the trustee for cancellation; or

(b) all notes that have not been delivered to the trustee for cancellation have become due and payable by reason of the delivery of a notice of redemption or otherwise or will become due and payable within one year, and Molina or any Subsidiary of Molina has irrevocably deposited or caused to be deposited with the trustee as trust funds in trust solely for the benefit of the holders, cash in U.S. dollars, Government Securities, or a combination of cash in U.S. dollars and Government Securities, in such amounts as will be sufficient without consideration of any reinvestment of interest, to pay and discharge the entire indebtedness on the notes not delivered to the trustee for cancellation for principal, premium, if any, and accrued interest to the date of maturity or redemption;

(2) no Default or Event of Default (other than a Default or Event of Default resulting from the borrowing of funds to be applied to such deposit and the grant of any Lien securing such borrowing) has occurred and is continuing on the date of the deposit or will occur as a result of the deposit and the deposit will not result in a breach or violation of, or constitute a default under, any material agreement or instrument (other than resulting from the borrowing of funds to be applied to make such deposit and the grant of any Liens securing such borrowing) to which Molina or any Subsidiary of Molina is a party or by which Molina or any Subsidiary of Molina is bound;

(3) Molina or any Subsidiary of Molina has paid or caused to be paid all sums payable by Molina under the indenture; and

(4) Molina has delivered irrevocable instructions to the trustee under the indenture to apply the deposited money toward the payment of the notes at maturity or the redemption date, as the case may be.

In addition, Molina must deliver an officer's certificate and an opinion of counsel to the trustee stating that all conditions precedent to satisfaction and discharge have been satisfied.

Concerning the Trustee

If the trustee becomes a creditor of Molina or any Guarantor, the indenture limits its right to obtain payment of claims in certain cases, or to realize on certain property received in respect of any such claim as security or otherwise. The trustee will be permitted to engage in other transactions; however, if it acquires any conflicting interest, as defined in the indenture, it must (i) eliminate such conflict within 90 days, (ii) apply to the SEC for permission to continue or (iii) resign.

The holders of a majority in principal amount of the then outstanding notes will have the right to direct the time, method and place of conducting any proceeding for exercising any remedy available to the trustee, subject to certain exceptions. The indenture provides that in case an Event of Default occurs and is continuing, the trustee will be required, in the exercise of its power, to use the degree of care that a prudent person would exercise or use under the circumstances in the conduct of his or her own affairs. Subject to such provisions, the trustee will be under no obligation to exercise any of its rights or powers under the indenture at the request of any holder of notes, unless such holder has offered to the trustee security and indemnity satisfactory to it against any loss, cost, liability or expense.

Governing Law

The laws of the State of New York will govern the indenture and will govern the notes without giving effect to applicable principles of conflicts of law to the extent that the application of the law of another jurisdiction would be required thereby.

Certain Definitions

Set forth below are certain defined terms used in the indenture. Reference is made to the indenture for a full disclosure of all such terms, as well as any other capitalized terms used herein for which no definition is provided.

"*Acquired Debt*" means, with respect to any specified Person:

(1) Indebtedness of any other Person existing at the time such other Person is merged with or into or became a Subsidiary of such specified Person, whether or not such Indebtedness is incurred in connection with, or in contemplation of, such other Person merging with or into, or becoming a Subsidiary of, such specified Person; and

(2) Indebtedness secured by a Lien encumbering any asset acquired by such specified Person.

"*Additional Interest*" means all additional interest then owing pursuant to the Registration Rights Agreement.

"*Affiliate*" of any specified Person means any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person. For purposes of this definition, "control," as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities, by agreement or otherwise. For purposes of this definition, the terms "controlling," "controlled by" and "under common control with" have correlative meanings.

"*Applicable Premium*" means, with respect to any note on any redemption date, the greater of:

(1) 1.0% of the then outstanding principal amount of the note; or

(2) the excess of:

(a) the present value at such redemption date of (i) the principal amount at maturity of the note being redeemed plus (ii) all required interest payments due on the note through August 15, 2022 (three months prior to the maturity of the notes) (excluding accrued but unpaid interest to the redemption date), computed using a discount rate equal to the Treasury Rate as of such redemption date plus 50 basis points; over

(b) the then outstanding principal amount of the note.

Molina will calculate or cause the Applicable Premium to be calculated. The Trustee shall have no duty to calculate or verify the calculations of the Applicable Premium.

"*Asset Sale*" means the sale, lease, transfer, conveyance or other disposition of any assets or rights (including the issuance or sale of Equity Interests of any Restricted Subsidiary of Molina), other than sales, leases, transfers, conveyances or other dispositions of products, services, accounts receivable or inventory in the ordinary course of business; *provided* that the sale, conveyance or other disposition of all or substantially all of the assets of Molina and its Restricted Subsidiaries taken as a whole will be governed by the provisions of the indenture described above under the caption "Repurchase at the Option of Holders—Change of Control" and/or the provisions described above under the caption "Certain Covenants—Merger, Consolidation or Sale of Assets" and not by the provisions described under the caption "Repurchase at the Option of Holders—Asset Sales".

Notwithstanding the preceding, the following items will not be deemed to be Asset Sales:

(1) any single transaction or series of related transactions that involves assets having a Fair Market Value of less than the greater of (a) $50.0 million and (b) 1.0% of Consolidated Total Assets;

(2) a sale, lease, transfer, conveyance or other disposition of assets between or among Molina and its Restricted Subsidiaries;

(3) an issuance of Equity Interests by a Restricted Subsidiary to Molina or to another Restricted Subsidiary;

(4) a sale, lease, transfer, conveyance or other disposition effected in compliance with the provisions described under the caption "Certain Covenants—Merger, Consolidation or Sale of Assets";

(5) a Restricted Payment or Permitted Investment that does not violate the covenant described above under the caption "Certain Covenants—Restricted Payments";

(6) the disposition of Equity Interests in Permitted Joint Ventures;

(7) a transfer of property or assets that are obsolete, damaged or worn out equipment and that are no longer useful in the conduct of Molina or its Subsidiaries' business and that is disposed of in the ordinary course of business (including the abandonment or other disposition of intellectual property that is, in the reasonable judgment of Molina, no longer economically practicable to maintain or useful in the conduct of the business of Molina and its Restricted Subsidiaries taken as a whole);

(8) a Sale/Leaseback Transaction entered into within 180 days after the acquisition of the property to which such Sale/Leaseback Transaction relates, *provided* that at least 75% of the consideration paid to Molina or the Restricted Subsidiary for such Sale/Leaseback Transaction consists of cash received at closing;

(9) any Asset Swap;

(10) the unwinding of any Hedging Obligations;

(11) the termination, surrender or sublease of leases (as lessee), licenses (as licensee), subleases (as sublessee) and sublicenses (as sublicensee) in the ordinary course of business;

(12) the sale or other disposition of cash or Cash Equivalents;

(13) transfers, conveyances or other dispositions of any real property resulting from any condemnation or eminent domain;

(14) the settlement or write-off of accounts receivable in the ordinary course of business;

(15) any surrender or waiver of contract rights or the settlement, release, recovery on or surrender of contract, tort or other claims of any kind;

(16) the granting of Liens not prohibited by the covenant described above under the caption "Certain Covenants—Liens"; and

(17) the lease, sublease or license or sublicense in the ordinary course of business of real or personal property, including patents, trademarks and other intellectual property rights that do not materially interfere with the business of Molina or any of its Restricted Subsidiaries (as determined in good faith by an officer of Molina).

"*Asset Swap*" means any substantially contemporaneous (and in any event occurring within 180 days of each other) purchase and sale or exchange of any properties or assets or interests used or useful in a Permitted Business between Molina or any of its Restricted Subsidiaries and another Person; provided, that any cash received from such purchase and sale or exchange must be applied in accordance with "Repurchase at the Option of Holders—Asset Sales".

"*Beneficial Owner*" has the meaning assigned to such term in Rule 13d-3 and Rule 13d-5 under the Exchange Act, except that in calculating the beneficial ownership of any particular "person" (as that term is used in Section 13(d)(3) of the Exchange Act), such "person" will be deemed to have beneficial ownership of all securities that such "person" has the right to acquire by conversion or exercise of other securities, whether such right is currently exercisable or is exercisable only upon the occurrence of a subsequent condition. The terms "Beneficially Owns" and "Beneficially Owned" have a corresponding meaning.

"*Board of Directors*" means:

(1) with respect to a corporation, the board of directors of the corporation or any committee thereof duly authorized to act on behalf of such board;

(2) with respect to a partnership, the Board of Directors of the general partner of the partnership;

(3) with respect to a limited liability company, the managing member or members or any controlling committee or managing members thereof; and

(4) with respect to any other Person, the board or committee of such Person serving a similar function.

"*Capital Lease Obligation*" means, at the time any determination is to be made, the amount of the liability in respect of a capital lease that would at that time be required to be capitalized on a balance sheet in accordance with GAAP as in effect on the date of the indenture. In the event of a change under GAAP (or the application thereof) requiring all leases to be capitalized, only those leases that would result or would have resulted in Capital Lease Obligations on the date of the indenture (assuming for purposes hereof that they were in existence on the date of the indenture) shall be considered Capital Lease Obligations and all calculations and deliverables under the indenture shall be made in accordance therewith.

"*Capital Stock*" means:

(1) in the case of a corporation, corporate stock;

(2) in the case of an association or business entity, any and all shares, interests, participations, rights or other equivalents (however designated) of corporate stock;

(3) in the case of a partnership or limited liability company, partnership or membership interests (whether general or limited); and

(4) any other interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distributions of assets of, the issuing Person.

"*Cash Equivalents*" means:

(1) United States dollars;

(2) securities issued or directly and fully guaranteed or insured by the United States government or any agency or instrumentality of the United States government (*provided* that the full faith and credit of the United States is pledged in support of those securities) having maturities of not more than 24 months from the date of acquisition;

(3) certificates of deposit and Eurodollar time deposits with maturities of 12 months or less from the date of acquisition, bankers' acceptances with maturities not exceeding 12 months and overnight bank deposits, in each case, with any lender party to the Credit Agreement or with any domestic commercial bank having capital and surplus in excess of $250.0 million;

(4) repurchase obligations with a term of not more than thirty days for underlying securities of the types described in clauses (2) and (3) above entered into with any financial institution meeting the qualifications specified in clause (3) above;

(5) commercial paper rated at least A-1 by S&P or at least P-1 by Moody's (or reasonably equivalent ratings of another internationally recognized ratings agency) and in each case maturing within 12 months after the date of acquisition;

(6) readily marketable direct obligations issued by any state of the United States or any political subdivision with a rating of AA- or higher from S&P or Aa3 or higher from Moody's (or reasonably equivalent ratings of another internationally recognized ratings agency) with maturities of 24 months or less from the date of acquisition;

(7) Indebtedness issued by Persons with a rating of A or higher from S&P or A-2 or higher from Moody's (or reasonably equivalent ratings of another internationally recognized ratings agency) in each case with maturities not exceeding 24 months from the date of acquisition; and

(8) money market funds substantially all of the assets of which constitute Cash Equivalents of the kinds described in clauses (1) through (7) of this definition.

"*Change of Control*" means the occurrence of any of the following:

(1) the direct or indirect sale, transfer, conveyance or other disposition (other than by way of merger or consolidation), in one or a series of related transactions, of all or substantially all of the properties or assets of Molina and its Restricted Subsidiaries, taken as a whole, to any "person" or "group" (as such terms are used in Sections 13(d) and 14(d) of the Exchange Act);

(2) the consummation of any transaction (including, without limitation, any merger or consolidation) the result of which is that any "person" or "group" (as defined above) becomes the Beneficial Owner, directly or indirectly, of more than 50% of the Voting Stock of Molina, measured by voting power rather than number of shares; or

(3) the approval by the holders of Capital Stock of Molina of any plan or proposal for the liquidation or dissolution of Molina (whether or not otherwise in compliance with the provisions of the indenture).

Notwithstanding the foregoing, a transaction will not be deemed to involve a Change of Control under clause (2) above if (i) Molina becomes a direct or indirect wholly-owned Subsidiary of a holding company and (ii) the direct or indirect holders of the Voting Stock of such holding company immediately following that transaction are substantially the same as the holders of Molina's Voting Stock immediately prior to that transaction.

"*Consolidated Adjusted EBITDA*" means, with respect to any specified Person for any period, the Consolidated Net Income of such Person for such period plus, without duplication:

(1) provision for taxes or assessments based on income (and excluding, for the avoidance of doubt, any amounts under the line item "premium tax expenses" but including, for the avoidance of doubt, income taxes based on reimbursement amounts attributable to the Health Insurer Fee), plus franchise or similar taxes, of such Person and its Restricted Subsidiaries for such period, to the extent that such provision for taxes was deducted in computing such Consolidated Net Income; *plus*

(2) Consolidated Interest Expense, plus amounts excluded from Consolidated Interest Expense pursuant to clause (1) of the definition thereof, to the extent such expense was deducted in computing Consolidated Net Income; *plus*

(3) any fees, expenses or charges related to any Equity Offering, Permitted Investment, Hedging Obligation, acquisition, disposition, recapitalization or the incurrence of Indebtedness permitted to be incurred by the indenture (including a refinancing thereof) (whether or not successful), including such fees, expenses and charges relating to the offering of the notes (and the use of proceeds thereof), in each case, to the extent that such fees, expenses or charges were deducted in computing Consolidated Net Income; *plus*

(4) depreciation, depletion, amortization and write-downs of goodwill and other non-cash charges or expenses (excluding any cash payment made during the period with respect to any non-cash charge in a prior period) of such Person and its Restricted Subsidiaries for such period to the extent that such depreciation, depletion, amortization, write-downs of goodwill and other non-cash charges or expenses were deducted in computing such Consolidated Net Income; *plus*

(5) non-cash charges associated with stock-based compensation expenses pursuant to the financial reporting guidance of the Financial Accounting Standards Board concerning stock-based compensation as in effect from time to time, to the extent such charges or expenses were deducted in computing Consolidated Net Income; *plus*

(6) any extraordinary, non-recurring or unusual items (excluding any cash payment made during the period with respect to any extraordinary, non-recurring or unusual item in a prior period) of such Person and its Restricted Subsidiaries for such period to the extent that such extraordinary, non-recurring or unusual items were deducted in computing such Consolidated Net Income; *minus*

(7) non-cash gains and all non-cash items of income increasing such Consolidated Net Income for such period (provided that, to the extent previously subtracted from Consolidated Adjusted EBITDA for the purposes of the indenture, any cash payment received during such period in respect of any non-cash gains or non-cash items of income in a prior period shall be added in computing Consolidated Adjusted EBITDA during the period in which such cash payment is received), in each case, on a consolidated basis and determined in accordance with GAAP.

"*Consolidated Interest Expense*" means, with respect to any Person for any period, the sum, without duplication, of:

(1) consolidated interest expense of such Person and its Restricted Subsidiaries for such period (including amortization of original issue discount and bond premium, the interest component of Capital Lease Obligations, and net payments and receipts (if any) pursuant to interest rate Hedging Obligations (*provided*, *however*, that if interest rate Hedging Obligations result in net benefits rather than costs, such benefits shall be credited to reduce Consolidated Interest Expense unless, pursuant to GAAP, such net benefits are otherwise reflected in Consolidated Net Income) and excluding amortization of deferred financing fees, debt issuance costs, commissions, fees and expenses and expensing of any financing fees); *plus*

(2) consolidated capitalized interest of such Person and the Restricted Subsidiaries for such period, whether paid or accrued; *minus*

(3) interest income for such period; *minus*

(4) any amortization of deferred charges resulting from the application of Accounting Principles Board Opinion No. APB 14-1-Accounting for Convertible Debt Instruments that may be settled in cash upon conversion (including partial cash settlement).

For purposes of this definition, interest on a Capital Lease Obligation shall be deemed to accrue at an interest rate reasonably determined by Molina to be the rate of interest implicit in such Capital Lease Obligation in accordance with GAAP.

"*Consolidated Net Income*" means, with respect to any Person for any period, the consolidated Net Income of such Person and its Restricted Subsidiaries determined in accordance with GAAP; *provided, however*, that there will not be included in such Consolidated Net Income:

(1) any Net Income (loss) of any Person if such Person is not a Restricted Subsidiary except that subject to the limitations contained in clauses (2), (3) and (4) below, Molina's equity in the Net Income of any such Person for such period will be included in such Consolidated Net Income up to the aggregate amount of cash actually distributed by such Person during such period to Molina or a Restricted Subsidiary as a dividend or other distribution;

(2) solely for the purposes of determining the amount available for Restricted Payments under clause 4(c) of the first paragraph of "—Certain Covenants—Restricted Payments", the net income of any Restricted Subsidiary (other than a Guarantor) will be excluded to the extent that the declaration or payment of dividends or similar distributions by that Restricted Subsidiary of that Net Income is not at the date of determination permitted without any prior governmental approval (that has not been obtained) or, directly or indirectly, by operation of the terms of its charter or any agreement, instrument, judgment, decree, order, statute, rule or governmental regulation applicable to that Restricted Subsidiary or its stockholders;

(3) Net Income or loss of any Person for any period prior to the acquisition of such Person by Molina or a Restricted Subsidiary, or the Net Income or loss of any Person who succeeds to the obligations of Molina under the indenture for any period prior to such succession;

(4) the cumulative effect of a change in accounting principles;

(5) any net after-tax income (loss) from disposed or discontinued operations and any net after-tax gains or losses on disposal of disposed or discontinued operations;

(6) the net after-tax effect of any extraordinary, non-recurring or unusual items;

(7) any after tax gains (losses) attributable to sales of assets out of the ordinary course of business or the write-up of assets;

(8) any fees, expenses or charges related to any Equity Offering, Permitted Investment, Hedging Obligation, acquisition, disposition, recapitalization or the incurrence of Indebtedness permitted to be incurred by the indenture (including a refinancing thereof) (whether or not successful), including such fees, expenses and charges relating to the offering of the notes (and the use of proceeds thereof); and

(9) any non-cash compensation charge or expense realized for the grant of stock appreciation or similar rights, stock options or other rights to officers, directors and employees.

"*Consolidated Total Assets*" means, as of the date of any determination thereof, total assets of Molina and its Restricted Subsidiaries calculated in accordance with GAAP on a consolidated basis as of such date.

"*Contractual Obligation*" means, as to any Person, any provision of any security issued by such Person or of any agreement, instrument or other undertaking to which such Person is a party or by which it or any of its property is bound.

"*Credit Agreement*" means that certain Credit Agreement, dated as of June 12, 2015, by and among Molina, the other loan parties party thereto, the lenders party thereto and SunTrust Bank, as administrative agent, including any related notes, Guarantees, collateral documents, instruments and agreements executed in connection therewith, and, in each case, as amended, restated, modified, renewed, refunded, replaced (whether upon or after termination or otherwise) or refinanced (including by means of sales of debt securities to institutional investors) in whole or in part from time to time.

"*Credit Facilities*" means one or more debt facilities or agreements (including, without limitation, the Credit Agreement), note purchase agreements, indentures or commercial paper facilities, in each case with banks or other institutional lenders or investors providing for revolving credit loans, term loans, receivables financing (including through the sale of receivables to such lenders or to special purpose entities formed to borrow from such lenders against such receivables), debt securities or letters of credit, in each case, as amended, restated, modified, renewed, refunded, replaced or refinanced (including any agreement to extend the maturity thereof and adding additional borrowers or guarantors and by means of sales of debt securities to institutional investors) in whole or in part from time to time under the same or any other agent, lender or group of lenders, underwriter or group of underwriters and including increasing the amount of available borrowings thereunder; *provided* that such increase is permitted by the "—Incurrence of Indebtedness and Issuance of Preferred Stock" covenant above.

"*Default*" means any event that is, or with the passage of time or the giving of notice or both would be, an Event of Default.

"*Designated HMO Subsidiary*" means a Subsidiary of Molina designated or intended to be an HMO subject to obtaining the required licenses and certificates of authority necessary to operate as an HMO; *provided* that such Subsidiary is pursuing obtaining such required licenses and certificates of authority in a commercially reasonable manner in good faith.

"*Designated Insurance Subsidiary*" means a Subsidiary of Molina designated or intended to be doing business (or required to qualify or to be licensed) under the Insurance Regulations subject to obtaining the required licenses and certificates of authority necessary to operate as a Person doing business (or required to qualify or to be licensed) under the Insurance Regulations; provided that such Subsidiary is pursuing obtaining such required licenses and certificates of authority in a commercially reasonable manner in good faith.

"*Designated Non-cash Consideration*" means any non-cash consideration received by Molina or one of its Restricted Subsidiaries in connection with an Asset Sale that is designated as Designated Non-cash Consideration pursuant to an officer's certificate executed by the principal financial or accounting officer of Molina or such Restricted Subsidiary at the time of such Asset Sale. Any particular item of Designated Non-cash Consideration will cease to be considered to be outstanding once it has been sold for cash or Cash Equivalents.

"*Disqualified Stock*" means any Capital Stock that, by its terms (or by the terms of any security into which it is convertible, or for which it is exchangeable, in each case at the option of the holder of the Capital Stock), or upon the happening of any event, matures or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise, or redeemable at the option of the holder of the Capital Stock, in whole or in part, on or prior to the date that is 91 days after the date on which the notes mature; *provided*, *however*, that only the portion of Capital Stock which so matures or is mandatorily redeemable, is so convertible or exchangeable at the option of the holder thereof or is so redeemable at the option of the holder thereof prior to such date shall be deemed to be Disqualified Stock; *provided*, *further*, *however*, that if such Capital Stock is issued to any employee or to any plan for the benefit of employees of Molina or its Subsidiaries or by any such plan to such employees, such Capital Stock shall not constitute Disqualified Stock solely because it may be required to be repurchased by Molina in order to satisfy applicable statutory or regulatory obligations or as a result of such employee's termination, death or disability; *provided*, *further*, that any class of Capital Stock of such Person that by its terms authorizes such Person to satisfy its obligations thereunder by delivery of Capital Stock that is not Disqualified Stock shall not be deemed to be Disqualified Stock. Notwithstanding the preceding sentence, any Capital Stock that would constitute Disqualified Stock solely because the holders of the Capital Stock have the right to require Molina to repurchase such Capital Stock upon the occurrence of a change of control or an asset sale will not constitute Disqualified Stock if the terms of such Capital Stock provide that Molina may not repurchase or redeem any such Capital Stock pursuant to such provisions unless such repurchase or redemption complies with the covenant described above under the caption "Certain Covenants—Restricted Payments".

"*dollars*" and the sign "$" mean the lawful money of the United States of America.

"*Domestic Subsidiary*" means any Restricted Subsidiary of Molina that was formed under the laws of the United States or any state of the United States or the District of Columbia.

"*Equity Interests*" means Capital Stock and all warrants, options or other rights to acquire Capital Stock (but excluding any debt security that is convertible into, or exchangeable for, Capital Stock).

"*Equity Offering*" means any private or public sale of Capital Stock (other than Disqualified Stock of Molina.

"*Existing Indebtedness*" means Indebtedness existing on the date of the indenture (other than Indebtedness under the indenture governing the notes and the Credit Agreement).

"*Fair Market Value*" means, with respect to any Asset Sale or Restricted Payment or other item, the price that would be negotiated in an arm's-length transaction for cash between a willing seller and a willing and able buyer, neither of which is under any compulsion to complete the transaction, as such price is determined in good faith by an officer of Molina.

"*Fixed Charge Coverage Ratio*" means with respect to any specified Person for any period, the ratio of the Consolidated Adjusted EBITDA of such Person and its Restricted Subsidiaries for such period to the Fixed Charges of such Person and its Restricted Subsidiaries for such period. In the event that the specified Person or any of its Restricted Subsidiaries incurs, assumes, Guarantees, repays, repurchases or redeems any Indebtedness (other than ordinary working capital borrowings) or issues, repurchases or redeems Disqualified Stock or preferred stock subsequent to the commencement of the period for which the Fixed Charge Coverage Ratio is being calculated and on or prior to the date on which the event for which the calculation of the Fixed Charge Coverage Ratio is made (the "Calculation Date"), then the Fixed Charge Coverage Ratio will be calculated giving *pro forma* effect to such incurrence, assumption, Guarantee, repayment, repurchase or redemption of Indebtedness, or such issuance, repurchase or redemption of Disqualified Stock or preferred stock, and the use of the proceeds therefrom as if the same had occurred at the beginning of the applicable four-quarter reference period.

In addition, for purposes of calculating the Fixed Charge Coverage Ratio:

(1) Investments, dispositions and acquisitions that have been made by the specified Person or any of its Restricted Subsidiaries, including through mergers or consolidations and including any related financing transactions, during the four-quarter reference period or subsequent to such reference period and on or prior to the Calculation Date will be given *pro forma* effect as if they had occurred on the first day of the four-quarter reference period; and

(2) the Fixed Charges attributable to discontinued operations, as determined in accordance with GAAP, and operations or businesses disposed of prior to the Calculation Date, will be excluded, but only to the extent that the obligations giving rise to such Fixed Charges will not be obligations of the specified Person or any of its Restricted Subsidiaries following the Calculation Date.

For purposes of this definition, whenever *pro forma* effect is to be given to an Investment, acquisition, disposition, merger or consolidation and the amount of income or earnings relating thereto, the *pro forma* calculations shall be determined in good faith by a responsible financial or accounting officer of Molina and such *pro forma* calculations may include operating expense reductions, cost- savings and synergies for such period resulting from the transaction which is being given *pro forma* effect that (A) have been realized or (B) for which the steps necessary for realization have been taken (or are taken concurrently with such transaction) or (C) for which the steps necessary for realization are reasonably expected to be taken within the twelve-month period following such transaction and, in each case, including, but not limited to, (a) reduction in personnel expenses, (b) reduction of costs related to administrative functions, (c) reduction of costs related to leased or owned properties and (d) reductions from the consolidation of operations and streamlining of corporate overhead; *provided* that, in each case, such adjustments are set forth in an officer's certificate signed by Molina's principal financial or accounting officer which states (i) the amount of such adjustment or adjustments, (ii) in the case of items (B) or (C) above, that such adjustment or adjustments are based on the reasonable good faith belief of the officer executing such officer's certificate at the time of such execution, (iii) that any related incurrence of Indebtedness is permitted pursuant to the indenture and (iv) any such adjustments made for operating expense reductions, cost-savings and synergies shall not increase Consolidated Adjusted EBITDA by more than 10% of Consolidated Adjusted EBITDA for any period as calculated before giving effect to any such adjustments. If any Indebtedness bears a floating rate of interest and is being given *pro forma* effect, the interest on such Indebtedness shall be calculated as if the rate in effect on the calculation date had been the applicable rate for the entire period (taking into account any Hedging Obligations applicable to such Indebtedness if the related hedge has a remaining term in excess of twelve months).

Interest on a Capital Lease Obligation shall be deemed to accrue at the interest rate reasonably determined by a responsible financial or accounting officer of Molina to be the rate of interest implicit in such Capital Lease Obligation in accordance with GAAP. For purposes of making the computation referred to above, interest on any Indebtedness under a revolving credit facility computed on a *pro forma* basis shall be computed based upon the average daily balance of such Indebtedness during the applicable period. Interest on Indebtedness that may optionally be determined at an interest rate based upon a factor of a prime or similar rate, a Eurocurrency interbank offered rate, or other rate, shall be deemed to have been based upon the rate actually chosen, or, if none, then based upon such optional rate chosen as Molina may designate.

"*Fixed Charges*" means, with respect to any specified Person for any period, the sum, without duplication, of:

(1) Consolidated Interest Expense of such Person for such period; plus

(2) all cash dividend payments (excluding items eliminated in consolidation) on any series of preferred stock or Disqualified Stock of such Person and its Restricted Subsidiaries for such period.

"*GAAP*" means generally accepted accounting principles set forth in the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or in such other statements by such other entity as have been approved by a significant segment of the accounting profession, which are in effect as in effect from time to time.

"*Government Securities*" means securities that are:

(1) direct obligations of the United States of America for the timely payment of which its full faith and credit is pledged; or

(2) obligations of a Person controlled or supervised by and acting as an agency or instrumentality of the United States of America or a member of the European Union, the timely payment of which is unconditionally guaranteed as a full faith and credit obligation by the United States of America, which, in each case, are not callable or redeemable at the option of the issuer thereof, and shall also include a depository receipt issued by a bank (as defined in Section 3(a)(2) of the Securities Act) as custodian with respect to any such Government Securities or a specific payment of principal of or interest on any such Government Securities held by such custodian for the account of the holder of such depository receipt; *provided, however*, that (except as required by law) such custodian is not authorized to make any deduction from the amount payable to the holder of such depository receipt from any amount received by the custodian in respect of the Government Securities or the specific payment of principal of or interest on the Government Securities evidenced by such depository receipt.

"*Guarantee*" means a guarantee other than by endorsement of negotiable instruments for collection in the ordinary course of business, direct or indirect, in any manner, including, without limitation, by way of a pledge of assets or through letters of credit or reimbursement agreements in respect thereof, of all or any part of any Indebtedness.

"*Guarantor*" means any Subsidiary that executes a Note Guarantee in accordance with the provisions of the indenture and its successors and assigns.

"*Hedging Obligations*" means, with respect to Molina or any of its Restricted Subsidiaries, the obligations of such Person under (a) interest rate swap agreements (whether from fixed to floating or from floating to fixed), interest rate cap agreements and interest rate collar agreements, (b) other agreements or arrangements designed to manage interest rates or interest rate risk and (c) other arrangements or arrangements designed to protect such Person against fluctuations in currency exchange rates or commodity prices.

"*HMO*" means any health maintenance organization or managed care organization, any Person doing business as a health maintenance organization or managed care organization, or any Person required to qualify or be licensed as a health maintenance organization or managed care organization under applicable law (including HMO Regulations).

"*HMO Business*" means the business of operating an HMO or other similar regulated entity or business.

"*HMO Regulations*" means all laws, rules, regulations, directives and administrative orders applicable under Federal or state law to any HMO Subsidiary, including Part 422 of Chapter IV of Title 42 of the Code of Federal Regulations and Subchapter XI of Title 42 of the United States Code Annotated (and any regulations, orders and directives promulgated or issued pursuant thereto, including Part 417 of Chapter IV of Title 42 of the Code of Federal Regulations).

"*HMO Subsidiary*" means Molina Healthcare of California, Molina Healthcare of Florida, Inc., Molina Healthcare of Illinois, Inc., Molina Healthcare of Michigan, Inc., Molina Healthcare of New Mexico, Inc., Molina Healthcare of Ohio, Inc., Molina Healthcare of Puerto Rico, Inc., Molina Healthcare of South Carolina, LLC, Molina Healthcare of Texas, Inc., Molina Healthcare of Utah, Inc., Molina Healthcare of Virginia, Inc., Molina Healthcare of Washington, Inc., Molina Healthcare of Wisconsin, Inc. and any other existing or future U.S. Subsidiary that shall become capitalized or licensed as an HMO, shall conduct HMO Business or shall provide managed care services.

"*Indebtedness*" means, with respect to any specified Person, any indebtedness of such Person, whether or not contingent:

(1) in respect of borrowed money;

(2) evidenced by bonds, notes, debentures or similar instruments or letters of credit (or, without duplication, reimbursement agreements in respect thereof), but excluding letters of credit, surety bonds and performance bonds entered into in the ordinary course of business to the extent such letters of credit, surety bonds and performance bonds are not drawn upon or are cash collateralized;

(3) the principal component in respect of banker's acceptances;

(4) representing Capital Lease Obligations;

(5) representing the balance deferred and unpaid of the purchase price of any property, except (a) any such balance that constitutes an accrued expense or Trade Payable or (b) any earn-out obligations until such obligation becomes a liability on the balance sheet of such Person in accordance with GAAP; or

(6) representing the net termination value of any Hedging Obligations, if and to the extent any of the preceding items (other than letters of credit and Hedging Obligations) would appear as a liability upon a balance sheet (excluding the footnotes thereto) of the specified Person prepared in accordance with GAAP. In addition, the term "Indebtedness" includes all Indebtedness of others secured by a Lien on any asset of the specified Person (whether or not such Indebtedness is assumed by the specified Person), *provided, however*, that the amount of such Indebtedness will be the lesser of (a) the Fair Market Value of such asset at such date of determination and (b) the amount of such Indebtedness of such other Person and, to the extent not otherwise included, the Guarantee by the specified Person of any indebtedness of any other Person.

The amount of any Indebtedness outstanding as of any date will be:

(a) the accreted value of the Indebtedness, in the case of any Indebtedness issued with original issue discount; and

(b) the principal amount of the Indebtedness, together with any interest on the Indebtedness that is more than 30 days past due, in the case of any other Indebtedness.

Notwithstanding the foregoing, Indebtedness shall be deemed to exclude (a) contingent obligations incurred in the ordinary course of business (not in respect of borrowed money); (b) deferred or prepaid revenues or marketing fees; (c) purchase price holdbacks in respect of a portion of the purchase price of an asset to satisfy warranty or other unperformed obligations of the respective seller; and (d) obligations to make payments in respect of funds held under escrow arrangements in the ordinary course of business.

Notwithstanding anything in the indenture to the contrary, Indebtedness shall not include, and shall be calculated without giving effect to, the effects of Accounting Standards Codification 815 and related interpretations to the extent such effects would otherwise increase or decrease an amount of Indebtedness for any purpose under the indenture as a result of accounting for any embedded derivatives created by the terms of such Indebtedness; and any such amounts that would have constituted Indebtedness under the indenture but for the application of this sentence shall not be deemed an incurrence of Indebtedness under the indenture.

"*Insurance Regulations*" means all laws, rules, regulations, directives and administrative orders applicable under Federal or state law to any Insurance Subsidiary.

"*Insurance Subsidiary*" means any Subsidiary that is engaged in the insurance business and that is regulated by the relevant governmental authority.

"*Investment Grade Rating*" means a rating equal to or higher than Baa3 (or the equivalent) by Moody's or BBB- (or the equivalent) by S&P, in each case, with a stable or better outlook.

"*Investments*" means, with respect to any Person, all direct or indirect investments by such Person in other Persons (including Affiliates) in the forms of loans (including Guarantees or other obligations), advances or capital contributions (excluding accounts receivable, trade credit, security deposits and advances to customers or suppliers, and commission, travel and similar advances, fees and compensation paid to officers, directors, independent contractors and employees made in the ordinary course of business), purchases or other acquisitions for consideration of Indebtedness, Equity Interests or other securities, together with all items that are or would be classified as investments on a balance sheet prepared in accordance with GAAP. If Molina or any Subsidiary of Molina sells or otherwise disposes of any Equity Interests of any direct or indirect Subsidiary of Molina such that, after giving effect to any such sale or disposition, such Person is no longer a Subsidiary of Molina, Molina will be deemed to have made an Investment on the date of any such sale or disposition equal to the Fair Market Value of the Equity Interests of such Subsidiary not sold or disposed of in an amount determined as provided in the final paragraph of the covenant described above under the caption "Certain Covenants—Restricted Payments". The acquisition by

Molina or any Subsidiary of Molina of a Person that holds an Investment in a third Person will be deemed to be an Investment by Molina or such Subsidiary in such third Person in an amount equal to the Fair Market Value of the Investment held by the acquired Person in such third Person in an amount determined as provided in the final paragraph of the covenant described above under the caption "Certain Covenants—Restricted Payments". Except as otherwise provided in the indenture, the amount of an Investment will be determined at the time the Investment is made and without giving effect to subsequent changes in value.

"*Issue Date*" means November 10, 2015.

"*Lien*" means, with respect to any asset, any mortgage, lien, pledge, charge, security interest or encumbrance of any kind in respect of such asset, whether or not filed, recorded or otherwise perfected under applicable law, including any conditional sale or other title retention agreement, any lease in the nature thereof, any option or other agreement to sell or give a security interest in and any filing of or agreement to give any financing statement under the Uniform Commercial Code (or equivalent statutes) of any jurisdiction; *provided* that in no event shall an operating lease or an option or an agreement to sell be deemed to constitute a Lien.

"*Moody's*" means Moody's Investors Service, Inc. or any successor to the ratings agency business thereof.

"*Net Income*" means, with respect to any specified Person, the net income (loss) of such Person, determined in accordance with GAAP and before any reduction in respect of preferred stock dividends, excluding, however:

(1) any gain or loss, together with any related provision for taxes on such gain or loss, realized in connection with: (a) any asset sales other than in the ordinary course of business; or (b) the disposition of any securities by such Person or any of its Restricted Subsidiaries or the extinguishment of any Indebtedness or Hedging Obligations or other derivative instruments of such Person or any of its Restricted Subsidiaries; and

(2) any extraordinary gain or loss, together with any related provision for taxes on such extraordinary gain or loss.

"*Net Proceeds*" means the aggregate cash or Cash Equivalents received by Molina or any of its Restricted Subsidiaries in respect of any Asset Sale (including, without limitation, any cash received upon the sale or other disposition of any non-cash consideration received in any Asset Sale and any cash payments received by way of deferred payment of principal pursuant to a note or installment receivable or otherwise, but only as and when received, but excluding the assumption by the acquiring person of Indebtedness relating to the disposed assets or other consideration received in any other non-cash form), net of the direct costs relating to such Asset Sale, including, without limitation, legal, accounting and investment banking fees, and sales commissions, and any relocation expenses incurred as a result of the Asset Sale, taxes paid or payable as a result of the Asset Sale, in each case, after taking into account any available tax credits or deductions and any tax sharing arrangements, and amounts required to be applied to the repayment of Indebtedness secured by a Lien on the asset or assets that were the subject of such Asset Sale, and any reserve established in accordance with GAAP against liabilities associated with such Asset Sale or any amount placed in escrow for adjustment in respect of the purchase price of such Asset Sale, until such time as such reserve is reversed or such escrow arrangement is terminated, in which case Net Proceeds shall be increased by the amount of the reserve so reversed or the amount returned to Molina or its Restricted Subsidiaries from such escrow agreement, as the case may be.

"*Non-Recourse Debt*" means Indebtedness:

(1) as to which neither Molina nor any of its Restricted Subsidiaries (a) provides credit support of any kind (including any undertaking, agreement or instrument that would constitute Indebtedness), (b) is directly or indirectly liable as a guarantor or otherwise, or (c) constitutes the lender; and

(2) as to which the lenders have been notified in writing that they will not have any recourse to the stock or assets of Molina or any of its Restricted Subsidiaries, in each case other than with respect the pledge of Equity Interests of any obligor securing such Indebtedness.

"*Note Guarantee*" means a Guarantee by each Guarantor of Molina's obligations under the indenture and on the notes, executed pursuant to the provisions of the indenture.

"*Obligations*" means any principal, interest, penalties, fees, indemnifications, reimbursements, damages and other liabilities payable under the documentation governing any Indebtedness.

"*Permitted Business*" means the lines of business conducted by Molina and its Restricted Subsidiaries on the date hereof and any other health care business related, ancillary or complementary (including any reasonable extension, development or expansion) to any such business.

"*Permitted Investments*" means:

(1) any Investment in Molina or a Restricted Subsidiary of Molina;

(2) any Investment in Cash Equivalents;

(3) any Investment by Molina or any of its Restricted Subsidiaries in a Person, if as a result of such Investment:

(a) such Person becomes a Restricted Subsidiary of Molina; or

(b) such Person is, in one transaction or a series of related transactions, merged, consolidated or amalgamated with or into, or transfers or conveys substantially all of its assets to, or is liquidated into, Molina or a Subsidiary of Molina;

(4) any Investment made as a result of the receipt of non-cash consideration from an Asset Sale that was made pursuant to and in compliance with the covenant described above under the caption "Repurchase at the Option of Holders—Asset Sales" or any other disposition of assets not constituting an Asset Sale;

(5) any acquisition of assets or Capital Stock solely in exchange for the issuance of Equity Interests (other than Disqualified Stock) of Molina; provided that such Equity Interests will not increase the amount available for Restricted Payments under clause (c)(II) of the first paragraph of the covenant described under the caption "Certain Covenants—Restricted Payments";

(6) any Investments received in compromise or resolution of (A) obligations of trade creditors, health care providers or customers that were incurred in the ordinary course of business, including pursuant to any plan of reorganization or similar arrangement upon the bankruptcy or insolvency of any trade creditor, health care provider or customer or (B) litigation, arbitration or other disputes;

(7) Hedging Obligations;

(8) Investments the payment for which is Capital Stock (other than Disqualified Stock) of Molina; provided that such Equity Interests will not increase the amount available for Restricted Payments under clause (c)(II) of the first paragraph of the covenant described under the caption "Certain Covenants—Restricted Payments";

(9) Investments in prepaid expenses, negotiable instruments held for collection, utility and workers' compensation, performance and similar deposits made in the ordinary course of business;

(10) loans and advances to directors, officers and employees of Molina or any of its Restricted Subsidiaries in an aggregate amount for all such loans and advances not to exceed $10.0 million at any time outstanding;

(11) any Investments existing on, or made pursuant to binding commitments existing on, the date of the indenture and any Investments consisting of an extension, modification or renewal of any Investments existing on, or made pursuant to a binding commitment existing on, the date of the indenture;

(12) Investments acquired after the date of the indenture as a result of the acquisition by Molina or any Restricted Subsidiary of another Person, by way of a merger, amalgamation or consolidation with or into Molina or any of its Restricted Subsidiaries in a transaction that is not prohibited by the covenant described above under the caption "Certain Covenants—Merger, Consolidation or Sale of Assets" after the date of the indenture to the extent that such Investments were not made in contemplation of such acquisition, merger, amalgamation or consolidation and were in existence on the date of such acquisition, merger, amalgamation or consolidation;

(13) loans and advances to directors, officers and employees of Molina or any of its Restricted Subsidiaries for business-related travel expenses, moving expenses and other similar expenses, in each case incurred in the ordinary course of business;

(14) Investments consisting of the licensing or contribution of intellectual property pursuant to joint marketing arrangements with another Person or Persons;

(15) Guarantees issued in accordance with the covenants described under the caption "Certain Covenants-Incurrence of Indebtedness and Issuance of Preferred Stock" and "Certain Covenants—Limitation on Issuances of Guarantees of Indebtedness";

(16) Investments consisting of purchases and acquisitions of inventory, supplies, materials, services and equipment or purchases of contract rights or licenses or leases of intellectual property, in each case in the ordinary course of business;

(17) Guarantees by Molina or any of its Restricted Subsidiaries of operating leases (other than Capital Lease Obligations), trademarks, licenses, purchase agreements or of other obligations that do not constitute Indebtedness, in each case entered into by Molina or any Restricted Subsidiary in the ordinary course of business;

(18) Investments in Permitted Joint Ventures in an amount not to exceed at any one time outstanding 5.0% of Consolidated Total Assets;

(19) deposits in the ordinary course of business to secure the performance of leases;

(20) other Investments in any Person having an aggregate Fair Market Value (measured on the date each such investment was made and without giving effect to subsequent changes in value), when taken together with all other Investments made pursuant to this clause (20) that are at the time outstanding, not to exceed the greater of (a) $200.0 million and (b) 3.50% of Consolidated Total Assets;

(21) Investments consisting of extensions of credit in the nature of accounts receivable or notes receivable arising from the grant of trade credit, in each case in the ordinary course of business;

(22) receivables owing to Molina or any of its Restricted Subsidiaries in connection with deferred premium obligations or endorsements for collection or deposit, in each case created or acquired in the ordinary course of business and payable or dischargeable in accordance with customary terms;

(23) Investments consisting of, or made pursuant to, capital support or other similar keep-well agreements, or Guarantees thereof, Guaranteed by Molina or any Restricted Subsidiary of Molina that constitute insurance contracts, or Guarantees of insurance products written by, or the performance of, any Restricted Subsidiary, in each case in the ordinary course of business consistent with business practices in effect on the date of the indenture;

(24) Investments in any HMO Subsidiary or any Insurance Subsidiary (other than any Designated HMO Subsidiary or any Designated Insurance Subsidiary) in an aggregate amount reasonably necessary to ensure that such HMO Subsidiary or Insurance Subsidiary maintains the minimum Statutory Net Worth threshold required pursuant to applicable law or any applicable rule, regulation or order of, or arrangement with, any regulatory body or agency; and

(25) Investments in any Designated HMO Subsidiary or any Designated Insurance Subsidiary in an aggregate amount necessary to ensure that such HMO Subsidiary or Insurance Subsidiary maintains the minimum amount of capital as required pursuant to applicable law or any applicable rule, regulation or order of, or arrangement with, any regulatory body or agency; *provided* that such investments may not be made at any time after the occurrence and during the continuance of an Event of Default.

"*Permitted Joint Venture*" means any joint venture that Molina or any of its Restricted Subsidiaries is a party to that is engaged in a Permitted Business.

"*Permitted Liens*" means:

(1) Liens in favor of Molina or the Restricted Subsidiaries;

(2) Liens on assets of Molina or any of its Restricted Subsidiaries securing Indebtedness and other Obligations that were permitted by the terms of the indenture to be incurred pursuant to clause (1) of the second paragraph under "Certain Covenants—Incurrence of Indebtedness and Issuance of Preferred Stock" and/or securing Hedging Obligations related thereto;

(3) Liens on any property or assets existing at the time of acquisition thereof by Molina or any Restricted Subsidiary of Molina or on the property or assets of a Person existing at the time such Person becomes a Restricted Subsidiary of Molina or is merged with or into or consolidated with Molina or any Restricted Subsidiary of Molina; *provided* that such Liens were in existence prior to the contemplation of such acquisition, merger or consolidation and do not extend to any other property or assets of Molina or any Restricted Subsidiary of Molina;

(4) Liens for taxes, assessments or other governmental charges or claims not at the time delinquent or thereafter payable without penalty or being contested in good faith by appropriate proceedings; *provided* that any reserve or other appropriate provision as is required in conformity with GAAP has been made therefore;

(5) Liens to secure the performance of statutory obligations, surety or appeal bonds, tenders, bids, trade contracts, leases, government contracts, performance bonds, landlords, carriers, warehousemen, mechanics and materialmen Liens and other similar Liens imposed by law, Liens in the form of deposits or pledges incurred in connection with workers' compensation, unemployment compensation and other types of social security and/or other obligations of a like nature incurred in the ordinary course of business;

(6) Liens existing on the date of the indenture;

(7) survey exceptions, easements or reservations of, or rights of others for, licenses, rights-of-way, sewers, electric lines, telegraph and telephone lines and other similar purposes, or zoning or other restrictions as to the use of real property that were not incurred in connection with Indebtedness and that do not in the aggregate materially adversely affect the value of said properties or materially impair their use in the ordinary course of business of such Person;

(8) Liens created for the benefit of (or to secure) the notes (or any Note Guarantees);

(9) Liens arising from Uniform Commercial Code financing statement filings regarding leases entered into by Molina or any of its Restricted Subsidiaries in the ordinary course of business;

(10) Liens securing Permitted Refinancing Indebtedness incurred to refinance Indebtedness that was previously so secured as permitted by the indenture; *provided* that any such Lien is limited to all or part of the same property or assets (plus improvements, accessions, proceeds or dividends or distributions in respect thereof) that secured (or, under the written arrangements under which the original Lien arose, could secure) the Indebtedness being refinanced or is in respect of property that is the security for a Permitted Lien;

(11) Liens securing Hedging Obligations of Molina or any of its Restricted Subsidiaries, which transactions or obligations are incurred for bona fide hedging purposes (and not for speculative purposes) of Molina or its Restricted Subsidiaries;

(12) Liens to secure Indebtedness (including Capital Lease Obligations) permitted by clause (4) under the second paragraph under the caption "Certain Covenants—Incurrence of Indebtedness and Issuance of Preferred Stock"; *provided* that any such Lien (a) covers only the assets acquired, leased, designed, installed, constructed or improved with such Indebtedness and (b) is created within 270 days of such acquisition, lease, design, installation, construction or improvement;

(13) Liens securing Indebtedness permitted by clause (16) of the second paragraph under the caption "Certain Covenants—Incurrence of Indebtedness and Issuance of Preferred Stock";

(14) Liens required by any regulation, or order of or arrangement or agreement with any regulatory body or agency, so long as such Liens do not secure Indebtedness;

(15) other Liens incurred in the ordinary course of business of Molina or any of its Restricted Subsidiaries with respect to Indebtedness other than in respect of borrowed money in an aggregate principal amount, together with all Indebtedness incurred to refund, refinance or replace such Indebtedness (or refinancings, refundings or replacements thereof), that does not exceed the greater of (a) $275.0 million and (b) 5.0% of Consolidated Total Assets at any one time outstanding;

(16) Liens securing judgments, decrees or attachments (or appeal or other surety bonds relating to such judgments), provided that no such judgment constitutes an Event of Default under paragraph (8) under the caption "Event of Default" or Liens securing appeal or surety bonds related thereto;

(17) licenses, leases or subleases and other intellectual property rights granted to others not interfering in any material respect with the business of Molina or any Restricted Subsidiary of Molina;

(18) Liens in the nature of normal and customary rights of setoff upon deposits of cash in favor of banks or other depository institutions;

(19) Liens of a collection bank arising in the ordinary course of business under Section 4-210 of the UCC in effect in the relevant jurisdiction covering only the items being collected upon;

(20) Liens of sellers of goods to Molina or any Restricted Subsidiary of Molina arising under Article 2 of the UCC in effect in the relevant jurisdiction or similar provisions of applicable law in the ordinary course of business, covering only the goods sold and securing only the unpaid purchase price for such goods and related expenses;

(21) Liens in the nature of municipal ordinances, zoning, entitlement, land use and environmental regulation;

(22) Liens solely on any cash earnest money deposits made by Molina or any of its Restricted Subsidiaries in connection with any letter of intent or purchase agreement permitted hereunder;

(23) Liens in favor of customs and revenue authorities arising as a matter of law to secure payment of customs duties in connection with the importation of goods; and

(24) Liens on assets of Molina or any of its Restricted Subsidiaries securing Indebtedness; *provided* that at the time of incurrence of such Indebtedness and Liens and after giving *pro forma* effect thereto, the Secured Debt Ratio would be no greater than 2.00 to 1.0.

"*Permitted Refinancing Indebtedness*" means any Indebtedness of Molina or any of its Restricted Subsidiaries issued in exchange for, or the net proceeds of which are used to extend, refinance, renew, replace, defease, discharge or refund other Indebtedness of Molina or any of its Restricted Subsidiaries (other than intercompany Indebtedness); *provided, however*, that:

(1) the principal amount (or accreted value, if applicable) of such Permitted Refinancing Indebtedness does not exceed the principal amount (or accreted value, if applicable) of the Indebtedness extended, refinanced, renewed, replaced, defeased or refunded (plus all accrued interest on the Indebtedness and the amount of all fees and expenses, including premiums (including tender premiums) and defeasance costs, incurred in connection therewith);

(2) such Permitted Refinancing Indebtedness has a final maturity date the same as or later than the final maturity date of, and has a Weighted Average Life to Maturity that is (a) equal to or greater than the Weighted Average Life to Maturity of, the Indebtedness being extended, renewed, refunded, refinanced, replaced, defeased or discharged or (b) more than 90 days after the final maturity date of the notes;

(3) if Subordinated Obligations are being extended, refinanced, renewed, replaced, defeased, discharged or refunded, such Permitted Refinancing Indebtedness has a final maturity date later than the final maturity date of, and is subordinated in right of payment to, the notes on terms at least as favorable to the holders of notes as those contained in the documentation governing the Subordinated Obligations being extended, refinanced, renewed, replaced, defeased, discharged or refunded; and

(4) such Indebtedness is incurred either by Molina or by the Subsidiary who is the obligor on the Indebtedness being extended, refinanced, renewed, replaced, defeased, discharged or refunded.

"*Person*" means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, limited liability company or government or other entity.

"*Qualified Cash*" means cash and Cash Equivalents of Molina and the Guarantors (a) in excess of $50.0 million and (b) that does not appear or would not be required to appear as "restricted" on a consolidated balance sheet of Molina.

"*Registration Rights Agreement*" means that certain registration rights agreement related to the Notes dated the Issue Date by and among Molina, the Guarantors party thereto and SunTrust Robinson Humphrey, Inc., as representative of the initial purchasers.

"*Restricted Investment*" means an Investment other than a Permitted Investment.

"*Restricted Subsidiary*" of a Person means any Subsidiary of the referent Person that is not an Unrestricted Subsidiary.

"*S&P*" means Standard & Poor's Ratings Service, a division of The McGraw Hill Companies, Inc., or any successor to the ratings agency business thereof.

"*Sale/Leaseback Transaction*" means an arrangement relating to property now owned or hereafter acquired whereby Molina or a Restricted Subsidiary thereof transfers such property to a Person and Molina or a Restricted Subsidiary leases it from such Person.

"*SAP*" means, with respect to each HMO Subsidiary (other than a Designated HMO Subsidiary), the statutory accounting principles and procedures prescribed or permitted by applicable HMO Regulations for such HMO Subsidiary, applied on a consistent basis, as interpreted by the state in which the applicable HMO Subsidiary operates and (ii) with respect to each Insurance Subsidiary (other than a Designated Insurance Subsidiary), the statutory accounting principles and procedures prescribed or permitted by applicable Insurance Regulations for such Insurance Subsidiary, applied on a consistent basis, as interpreted by the state in which the applicable Insurance Subsidiary operates.

"*SEC*" means the Securities and Exchange Commission.

"*Secured Debt*" means all Indebtedness secured by Liens of Molina and its Restricted Subsidiaries, determined on a consolidated basis.

"*Secured Debt Ratio*" as of the date of any event for which a calculation is required (the "date of determination") means the ratio of (a) the aggregate amount of Secured Debt as of the date of determination to (b) the Consolidated Adjusted EBITDA of Molina for the most recently ended four full fiscal quarters for which internal financial statements are available immediately preceding the date of determination, in each case with such *pro forma* adjustments as are appropriate and consistent with the *pro forma* adjustment provisions set forth in the definition of "Fixed Charge Coverage Ratio".

"*Senior Debt*" means:

(1) all Indebtedness of Molina or any Guarantor outstanding under Credit Facilities, and all Hedging Obligations and all banking service, treasury management and other similar Obligations with respect thereto;

(2) any other Indebtedness of Molina or any Guarantor permitted to be incurred under the terms of the indenture, unless the instrument under which such Indebtedness is incurred expressly provides that it is subordinated in right of payment to the notes or any Note Guarantee; and

(3) all Obligations with respect to the items listed in the preceding clauses (1) and (2) (including any interest accruing subsequent to the filing of a petition of bankruptcy at the rate provided for in the documentation with respect thereto, whether or not such interest is an allowed claim under applicable law).

Notwithstanding anything to the contrary in the preceding, Senior Debt will not include:

(1) any liability for federal, state, local or other taxes owed or owing by Molina;

(2) any Indebtedness of Molina or any of its Subsidiaries to Molina or any of its Subsidiaries or other Affiliates;

(3) any Trade Payables; or

(4) the portion of any Indebtedness that is incurred in violation of the indenture.

"*Significant Subsidiary*" means any Subsidiary that would be a "significant subsidiary" as defined in Article 1, Rule 1-02 of Regulation S-X, promulgated pursuant to the Securities Act, as such regulation is in effect on the date of the indenture.

"*Stated Maturity*" means, with respect to any installment of interest or principal on any series of Indebtedness, the date on which the payment of interest or principal was scheduled to be paid in the original documentation governing such Indebtedness, and will not include any contingent obligations to repay, redeem or repurchase any such interest or principal prior to the date originally scheduled for the payment thereof.

"*Statutory Net Worth*" means, with respect to any HMO Subsidiary or any Insurance Subsidiary (other than a Designated HMO Subsidiary or a Designated Insurance Subsidiary), as of the end of any fiscal year, the difference between (a) total admitted assets and (b) total liabilities, in each case as calculated according to the applicable state's interpretation of SAP in the applicable jurisdiction as most recently reported to the applicable jurisdiction for such fiscal year.

"*Subordinated Obligations*" means any Indebtedness of Molina (whether outstanding on the date of the indenture or thereafter incurred) that is subordinate or junior in right of payment to the notes pursuant to a written agreement to that effect.

"*Subsidiary*" means, with respect to any specified Person:

(1) any corporation, association or other business entity of which more than 50% of the total voting power of shares of Capital Stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees of the corporation, association or other business entity is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person (or a combination thereof); and

(2) any partnership (a) the sole general partner or the managing general partner of which is such Person or a Subsidiary of such Person or (b) the only general partners of which are that Person or one or more Subsidiaries of that Person (or any combination thereof).

"*Total Net Debt*" means all Indebtedness (net of up to $250.0 million of Qualified Cash) of Molina and its Restricted Subsidiaries, determined on a consolidated basis, after eliminating all intercompany items, excluding Indebtedness under letters of credit to the extent such letters of credit are cash collateralized.

"*Total Net Debt Ratio*" as of the date of any event for which a calculation is required (the "date of determination") means the ratio of (a) the aggregate amount of Total Net Debt as of the date of determination to (b) the Consolidated Adjusted EBITDA of Molina for the most recently ended four full fiscal quarters for which internal financial statements are available immediately preceding the date of determination, in each case with such *pro forma* adjustments as are appropriate and consistent with the *pro forma* adjustment provisions set forth in the definition of "Fixed Charge Coverage Ratio".

"*Trade Payables*" means, with respect to any Person, any accounts payable or any other indebtedness or monetary obligation to trade creditors, physicians, hospitals, health maintenance organizations or other health care providers created, assumed or Guaranteed by such Person or any of its Subsidiaries arising in the ordinary course of business in connection with the acquisition of goods and services.

"*Treasury Rate*" means, at the time of computation, the yield to maturity of United States Treasury Securities with a constant maturity (as compiled and published in the most recent Federal Reserve Statistical Release H.15(519) which has become publicly available at least two business days prior to the redemption date or, if such Statistical Release is no longer published, any publicly available source of similar market data) most nearly equal to the period from the redemption date to August 15, 2022 (three months prior to the maturity of the notes); *provided, however*, that if the period from the redemption date to August 15, 2022 (three months prior to the maturity of the notes) is not equal to the constant maturity of a United States Treasury Security for which a weekly average yield is given, the Treasury Rate shall be obtained by linear interpolation (calculated to the nearest one-twelfth of a year) from the weekly average yields of United States Treasury Securities for which such yields are given, except that if the period from the redemption date to August 15, 2022 (three months prior to the maturity of the notes) is less than one year, the weekly average yield on actually traded United States Treasury Securities adjusted to a constant maturity of one year shall be used.

"*Unrestricted Subsidiary*" means as of the Issue Date, any Subsidiary of Molina (or any successor to any of them) that is designated by the Board of Directors as an Unrestricted Subsidiary pursuant to a Board Resolution and any Subsidiary of an Unrestricted Subsidiary, but only to the extent that such Subsidiary:

(1) has no Indebtedness other than Non-Recourse Debt;

(2) except as permitted by the covenant described above under the caption "Certain Covenants—Transactions with Affiliates", is not party to any agreement, contract, arrangement or understanding with Molina or any Restricted Subsidiary of Molina unless the terms of any such agreement, contract, arrangement or understanding are not less favorable in any material respect to Molina or such Restricted Subsidiary than those that might be obtained at the time from Persons who are not Affiliates of Molina;

(3) is a Person with respect to which neither Molina nor any of its Restricted Subsidiaries has any direct or indirect obligation (a) to subscribe for additional Equity Interests or (b) to maintain or preserve such Person's financial condition or to cause such Person to achieve any specified levels of operating results; and

(4) has not guaranteed or otherwise directly or indirectly provided credit support for any Indebtedness of Molina or any of its Restricted Subsidiaries.

Any Subsidiary of a Subsidiary of Molina designated by the Board of Directors of Molina as an Unrestricted Subsidiary shall also be an Unrestricted Subsidiary.

"*Voting Stock*" of any Person as of any date means the Capital Stock of such Person that is at the time entitled to vote in the election of the Board of Directors of such Person.

"*Weighted Average Life to Maturity*" means, when applied to any Indebtedness at any date, the number of years obtained by dividing:

(1) the sum of the products obtained by multiplying (a) the amount of each then remaining installment, sinking fund, serial maturity or other required payments of principal, including payment at final maturity, in respect of the Indebtedness, by (b) the number of years (calculated to the nearest one-twelfth) that will elapse between such date and the making of such payment; by

(2) the then outstanding principal amount of such Indebtedness.

EXCHANGE OFFER AND REGISTRATION RIGHTS AGREEMENT

We entered into a registration rights agreement with certain initial purchasers on November 10, 2015, wherein we agreed for the benefit of the holders of the original notes to use our commercially reasonable efforts to file with the Commission, and cause to become effective, a registration statement relating to an offer to exchange the original notes for notes registered with the Commission with terms substantially identical in all material respects to the original notes. We filed the registration statement of which this prospectus is a part to meet our obligations under the registration rights agreement. For details regarding the exchange offer, see "The Exchange Offer".

If (1) because of any change in law or in currently prevailing interpretations of the Staff of the Commission, we are not permitted to effect this exchange offer, (2) this exchange offer is not consummated within 300 days from November 10, 2015, the issue date of the original notes (the "Original Issue Date"), (3) in certain circumstances, certain holders of unregistered exchange notes so request, or (4) in the case of any holder that participates in this exchange offer, such holder does not receive exchange notes on the date of the exchange that may be sold without restriction under state and federal securities laws (other than due solely to the status of such holder as an affiliate of Molina within the meaning of the Securities Act), then, in each case, we will (x) promptly deliver to the holders and the trustee written notice thereof and (y) at our sole expense, as promptly as practicable, file a shelf registration statement covering resales of the notes (the "Shelf Registration Statement"), and use our commercially reasonable efforts to keep effective the Shelf Registration Statement until the earlier of two years after the Original Issue Date or such time as all of the applicable notes have been sold thereunder. We will, in the event that a Shelf Registration Statement is filed, provide to each holder copies of the prospectus that is a part of the Shelf Registration Statement, notify each such holder when the Shelf Registration Statement for the notes has become effective and take certain other actions as are required to permit unrestricted resales of the notes. A holder that sells notes pursuant to the Shelf Registration Statement will be required to be named as a selling security holder in the related prospectus and to deliver a prospectus to purchasers, will be subject to certain of the civil liability provisions under the Securities Act in connection with such sales and will be bound by the provisions of the registration rights agreement that are applicable to such a holder (including certain indemnification rights and obligations).

If we fail to meet the targets listed above, then additional interest ("Additional Interest") will become payable in respect of the original notes as follows:

(1) if (A) the registration statement of which this prospectus is a part is not declared effective by the Commission on or prior to 270 days after the Original Issue Date or a Shelf Registration Statement is not declared effective by the Commission on or prior to 270 days after the Original Issue Date or (B) notwithstanding that we have consummated or will consummate this exchange offer, we are required to file a Shelf Registration Statement and such Shelf Registration Statement is not declared effective by the Commission on or prior to later of (x) 270 days after the Original Issue Date and (y) the 90th day following the date such Shelf Registration Statement was filed, then, commencing on the day after either such required effective date, Additional Interest shall accrue on the principal amount of the original notes at a rate of 0.25% per annum for the first 90 days immediately following such date, such Additional Interest rate increasing by an additional 0.25% per annum at the beginning of each subsequent 90 day period; or

(2) if (A) we have not exchanged exchange notes for all original notes validly tendered in accordance with the terms of this exchange offer on or prior to the 300th day after the Original Issue Date or (B) if applicable, the Shelf Registration Statement has been declared effective and such Shelf Registration Statement ceases to be effective at any time prior to the second anniversary of the Original Issue Date (other than after such time as all original notes have been disposed of thereunder), then Additional Interest shall accrue on the principal amount of the original notes at a rate of 0.25% per annum for the first 90 days commencing on (x) the day after such required exchange, in the case of (A) above, or (y) the day such Shelf Registration Statement ceases to be effective, in the case of (B) above, such Additional Interest rate increasing by an additional 0.25% per annum at the beginning of each subsequent 90 day period;

provided, however, that the Additional Interest rate on the original notes may not accrue under more than one of the foregoing clauses (a)-(b) at any one time and at no time shall the aggregate amount of Additional Interest accruing exceed in the aggregate 1.0% per annum; *provided, further, however*, that (1) upon the effectiveness of the registration statement of which this prospectus is a part or a Shelf Registration Statement (in the case of clause (a) above), or (2) upon the exchange of exchange notes for all original notes tendered (in the case of clause (b)(A) above), or upon the effectiveness of the Shelf Registration Statement which had ceased to remain effective (in the case of clause (b)(B) above), Additional Interest on the original notes as a result of such clause (or the relevant subclause thereof), as the case may be, shall cease to accrue.

Any amounts of Additional Interest due pursuant to clause (a) or (b) above will be payable in cash on the same original interest payment dates as the original notes.

This summary of the provisions of the registration rights agreement does not purport to be complete and is subject to, and qualified in its entirety by reference to, all of the provisions of the registration rights agreement, incorporated herein by reference, a copy of which has been filed as an exhibit to the registration statement of which this prospectus is a part.

DESCRIPTION OF OTHER MATERIAL INDEBTEDNESS

The following summary of certain terms of our indebtedness does not purport to be complete and is subject to, and qualified in its entirety by, the provisions of the agreements relating to such indebtedness.

Revolving Credit Facility

In June 2015, we entered into an unsecured $250 million revolving credit facility which we use to finance working capital needs, acquisitions, capital expenditures, and other general corporate activities (the "revolving credit facility"). The revolving credit facility has a term of five years and all amounts outstanding will be due and payable on June 12, 2020. Subject to obtaining commitments from existing or new lenders and satisfaction of other specified conditions, we may increase the revolving credit facility to up to $350 million. As of June 30, 2016, outstanding letters of credit amounting to $6 million reduced borrowing availability under the revolving credit facility to $244 million, and no amounts were outstanding under the revolving credit facility.

Borrowings under the revolving credit facility bear interest based, at our election, on a base rate or an adjusted London Interbank Offered Rate (LIBOR), plus in each case the applicable margin. In addition to interest payable on the principal amount of indebtedness outstanding from time to time under the revolving credit facility, we are required to pay a quarterly commitment fee.

Although the revolving credit facility is not secured by any of our assets, as of June 30, 2016, eighteen of our wholly owned subsidiaries had jointly and severally guaranteed our obligations under the revolving credit facility.

The revolving credit facility contains customary non-financial and financial covenants, including a minimum fixed charge coverage ratio, a maximum net debt-to-EBITDA ratio and minimum statutory net worth. At June 30, 2016, we were in compliance with all financial covenants under the revolving credit facility.

1.125% Notes

In February 2013, we issued $550 million aggregate principal amount of the 1.125% Notes, which mature on January 15, 2020, unless earlier repurchased or converted. Interest on the 1.125% Notes is payable semiannually in arrears on January 15 and July 15 of each year.

The 1.125% Notes are senior unsecured obligations and rank senior in right of payment to any of our indebtedness that is expressly subordinated in right of payment to the 1.125% Notes; equal in right of payment to any of our unsecured indebtedness that is not subordinated; effectively junior in right of payment to any of our secured indebtedness to the extent of the value of the assets securing such indebtedness; and structurally junior to all indebtedness and other liabilities of our subsidiaries.

The 1.125% Notes are convertible only into cash, and not into shares of our common stock or any other securities. The initial conversion rate for the 1.125% Notes is 24.5277 shares of our common stock per $1,000 principal amount of the 1.125% Notes. This represents an initial conversion price of approximately $40.77 per share of our common stock. Upon conversion, in lieu of receiving shares of our common stock, a holder will receive an amount in cash, per $1,000 principal amount of 1.125% Notes, equal to the settlement amount, determined in the manner set forth in the indenture. We may not redeem the 1.125% Notes prior to the maturity date.

Holders may convert their 1.125% Notes only under the following circumstances:

- during any calendar quarter (and only during such calendar quarter), if the last reported sale price of our common stock for at least 20 trading days (whether or not consecutive) during a period of 30 consecutive trading days ending on the last trading day of the immediately preceding calendar quarter is greater than or equal to 130% of the conversion price on each applicable trading day;
- during the five business day period immediately after any five consecutive trading day period (the measurement period) in which the trading price per $1,000 principal amount of 1.125% Notes for each trading day of the measurement period was less than 98% of the product of the last reported sale price of our common stock and the conversion rate on each such trading day;
- upon the occurrence of specified corporate events; or

- at any time on or after July 15, 2019 until the close of business on the second scheduled trading day immediately preceding the maturity date.

The 1.125% Notes did not meet the stock price trigger in the quarter ended June 30, 2016, therefore the 1.125% Notes were not convertible, and the outstanding principal amount of the 1.125% Notes was $550 million.

1.625% Notes

In September 2014, we issued $301.6 million aggregate principal amount of the 1.625% Notes, which mature on August 15, 2044, unless earlier repurchased, redeemed or converted. Combined with the 1.625% Notes issued in connection with the separate, privately negotiated, exchange agreements (the "3.75% Exchange") with certain holders of our then-outstanding 3.75% convertible senior notes due 2014, the aggregate principal amount of 1.625% Notes issued was $302 million.

Interest on the 1.625% Notes is payable semiannually in arrears on February 15 and August 15. In addition, beginning with the semiannual interest period commencing immediately following the interest payment date on August 15, 2018, contingent interest will accrue on the 1.625% Notes during any semiannual interest period in which certain conditions or events occur, or under certain events of default. For example, additional interest of 0.25% per year will be payable on the 1.625% Notes for any semiannual interest period for which the principal amount of 1.625% Notes outstanding is less than $100 million.

The 1.625% Notes are senior unsecured obligations and rank senior in right of payment to any of our indebtedness that is expressly subordinated in right of payment to the 1.625% Notes; equal in right of payment to any of our unsecured indebtedness that is not subordinated; effectively junior in right of payment to any of our secured indebtedness to the extent of the value of the assets securing such indebtedness; and structurally junior to all indebtedness and other liabilities of our subsidiaries.

The initial conversion rate for the 1.625% Notes is 17.2157 shares of our common stock per $1,000 principal amount of the 1.625% Notes. This represents an initial conversion price of approximately $58.09 per share of our common stock. Upon conversion, we will pay cash and, if applicable, deliver shares of our common stock to the converting holder in an amount per $1,000 principal amount of 1.625% Notes equal to the settlement amount (as defined in the related indenture).

Holders may convert their 1.625% Notes only under the following circumstances:

- during any calendar quarter (and only during such calendar quarter), if the last reported sale price of our common stock for at least 20 trading days (whether or not consecutive) during a period of 30 consecutive trading days ending on the last trading day of the immediately preceding calendar quarter is greater than or equal to 130% of the conversion price on each applicable trading day;

- during the five business day period after any five consecutive trading day period (the measurement period) in which the trading price per $1,000 principal amount of 1.625% Notes for each trading day of the measurement period was less than 98% of the product of the last reported sale price of our common stock and the conversion rate on each such trading day;

- upon the occurrence of specified corporate events;

- if we call any 1.625% Notes for redemption, at any time until the close of business on the business day immediately preceding the redemption date;

- during the period from, and including, May 15, 2018 to the close of business on the business day immediately preceding August 19, 2018; or

- at any time on or after February 15, 2044 until the close of business on the second scheduled trading day immediately preceding the maturity date, holders may convert their 1.625% Notes, in integral multiples of $1,000 principal amount, at the option of the holder regardless of the foregoing circumstances.

As of June 30, 2016, the 1.625% Notes were not convertible.

We may not redeem the 1.625% Notes prior to August 19, 2018. On or after August 19, 2018, we may redeem for cash all or part of the 1.625% Notes, except for the 1.625% Notes we are required to repurchase in connection with a fundamental change or on any specified repurchase date. The redemption price for the 1.625% Notes will equal 100% of the principal amount of the 1.625% Notes being redeemed, plus accrued and unpaid interest. In addition, holders of the 1.625% Notes may

require us to repurchase some or all of the 1.625% Notes for cash on August 19, 2018, August 19, 2024, August 19, 2029, August 19, 2034 and August 19, 2039, in each case, at a specified price equal to 100% of the principal amount of the 1.625% Notes to be repurchased, plus accrued and unpaid interest.

At June 30, 2016, the outstanding principal amount of the 1.625% Notes was $302 million.

Lease Financing Obligations

In 2013, we entered into a sale-leaseback transaction for the Molina Center located in Long Beach, California, and our Ohio health plan office building located in Columbus, Ohio. Due to our continuing involvement with these leased properties, the sale did not qualify for sales recognition and we remain the "accounting owner" of the properties. Also in 2013, we entered into a lease for office space consisting of two additional office buildings in Long Beach, California. We are the accounting owner of the buildings due to our continuing involvement with the properties. These leased properties continue to be included in our consolidated balance sheets, and also continue to be depreciated over their remaining useful lives.

As of both June 30, 2016, and December 31, 2015, the aggregate amount recorded to lease financing obligations, including the current portion, amounted to $40 million. The lease financing obligations are amortized over the lease terms such that there will be no gain or loss recorded if the leases are not extended at the end of their terms. Payments under the leases adjust the lease financing obligations, and the imputed interest is recorded to interest expense in our consolidated statements of income. Such interest expense amounted to $8 million and $17 million for the six months ended June 30, 2016, and year ended December 31, 2015, respectively.

BOOK-ENTRY SETTLEMENT AND CLEARANCE

The exchange notes will be represented by permanent global notes in definitive, fully registered, book-entry form (each, a "global security") which will be registered in the name of a nominee of DTC and deposited on behalf of beneficial owners of the exchange notes represented thereby with the trustee as custodian for DTC for credit to the respective accounts of the beneficial owners (or to such other accounts as they may direct) at DTC.

You may hold your beneficial interests in a global security directly through DTC if you have an account with DTC or indirectly through organizations that have accounts with DTC (called "participants").

Ownership of beneficial interests in a global security will be limited to participants or persons that may hold interests through participants. Ownership of beneficial interests in a global security will be shown on, and the transfer of those beneficial interests will be effected only through, records maintained by DTC (with respect to participants' interests) and such participants (with respect to the owners of beneficial interests in such global security other than participants). The laws of some jurisdictions require that certain purchasers of securities take physical delivery of such securities in definitive form. These limits and laws may impair the ability to transfer beneficial interests in a global security.

Payment of principal of, premium (if any) and interest on the exchange notes represented by a global security will be made in immediately available funds to DTC or its nominee, as the case may be, as the sole registered owner and the sole holder of the notes represented thereby for all purposes under the indenture. We expect that upon receipt of any payment of principal of or interest on any global security, DTC will credit, on its book-entry registration and transfer system, the accounts of participants with payments in amounts proportionate to their respective beneficial interests in the principal or face amount of such global security as shown on the records of DTC. We expect that payments by participants or indirect participants to owners of beneficial interests in a global security held through such participants or indirect participants will be governed by standing instructions and customary practices as is now the case with securities held for customer accounts registered in "street name" and will be the sole responsibility of such participants or indirect participants.

Neither we, the trustee nor any paying agent will have any responsibility or liability for any aspect of the records relating to, or payments made on account of, beneficial interests in a global security for any exchange notes or for maintaining, supervising or reviewing any records relating to such beneficial interests or for any other aspect of the relationship between DTC and its participants or indirect participants or the relationship between such participants or indirect participants and the owners of beneficial interests in a global security owning through such participants.

A global security may not be transferred except as a whole by DTC or a nominee of DTC to a nominee of DTC or to DTC. Notes in physical, certificated form will be issued and delivered to each person that DTC identifies as a beneficial owner of the related notes only if:

- DTC notifies us at any time that it is unwilling or unable to continue as depositary for the global notes and a successor depositary is not appointed within 90 days;
- DTC ceases to be registered as a clearing agency under the Exchange Act and a successor depositary is not appointed within 90 days;
- we, at our option, notify the trustee that we elect to cause the issuance of certificated notes; or
- certain other events provided in the indenture should occur.

Any global security that is exchangeable for certificated notes pursuant to one of the provisions set forth above will be exchanged for certificated notes in authorized denominations and registered in such names as DTC or any successor depositary holding such global security may direct. Subject to the foregoing, a global security is not exchangeable, except for a global security of like denomination to be registered in the name of DTC or any successor depositary or its nominee. In the event that a global security becomes exchangeable for certificated notes:

- certificated notes will be issued only in fully registered form in minimum denominations of $2,000 or integral multiples of $1,000 in excess of $2,000,

- payment of principal of, and premium, if any, and interest on, the certificated notes will be payable, and the transfer of the certificated notes will be registrable, at our office or agency maintained for such purposes, and

- no service charge will be made for any registration of transfer or exchange of the certificated notes, although we may require payment of a sum sufficient to cover any tax or governmental charge imposed in connection therewith.

So long as DTC or any successor depositary for a global security, or any nominee, is the registered owner of such global security, DTC or such successor depositary or nominee, as the case may be, will be considered the sole owner or holder of the notes represented by such global security for all purposes under the indenture and the notes. Except as set forth above, owners of beneficial interests in a global security will not be entitled to have the notes represented by such global security registered in their names, will not receive or be entitled to receive physical delivery of certificated notes in definitive form and will not be considered to be the owners or holders of any notes under such global security for any purpose, including with respect to the giving of any direction, instruction or approval to the trustee under the indenture. Accordingly, each person owning a beneficial interest in a global security must rely on the procedures of DTC or any successor depositary, and, if such person is not a participant, on the procedures of the participant through which such person owns its interest, to exercise any rights of a holder under the indenture. We understand that, under existing industry practices, in the event that we request any action of holders or that an owner of a beneficial interest in a global security desires to give or take any action which a holder is entitled to give or take under the indenture, DTC or any successor depositary would authorize the participants holding the relevant beneficial interest to give or take such action and such participants would authorize beneficial owners owning through such participants to give or take such action or would otherwise act upon the instructions of beneficial owners owning through them.

DTC has advised us that DTC is:

- a limited-purpose trust company organized under the laws of the State of New York,

- a member of the Federal Reserve System,

- a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and

- a "clearing agency" registered under Section 17A of the Exchange Act.

DTC was created to hold securities for its participants and to facilitate the clearance and settlement of securities transactions between its participants through electronic book-entry changes to the accounts of its participants. DTC's participants include securities brokers and dealers; banks and trust companies; clearing corporations and other organizations. Indirect access to DTC's system is also available to others such as banks, brokers, dealers and trust companies; these indirect participants clear through or maintain a custodial relationship with a DTC participant, either directly or indirectly. Investors who are not DTC participants may beneficially own securities held by or on behalf of DTC only through DTC participants or indirect participants in DTC.

Although DTC has agreed to the foregoing procedures in order to facilitate transfers of interests in global securities among participants of DTC, it is under no obligation to perform or continue to perform such procedures, and such procedures may be discontinued at any time. Neither we nor the trustee will have any responsibility for the performance by DTC or its participants or indirect participants of their respective obligations under the rules and procedures governing their operations.

CERTAIN UNITED STATES FEDERAL INCOME TAX CONSEQUENCES

This section is a discussion of certain U.S. federal income tax considerations relating to the exchange offer. This summary does not provide a complete analysis of all potential tax considerations. The information provided below is based on existing U.S. federal income tax authorities as of the date hereof, all of which are subject to change or differing interpretations, possibly with retroactive effect. There can be no assurances that the Internal Revenue Service (the "IRS") will not challenge one or more of the tax consequences described herein, and we have not obtained, nor do we intend to obtain, a ruling from the IRS with respect to the U.S. federal income tax consequences of the exchange offer. This summary generally applies only to beneficial owners of the notes that hold the notes as "capital assets" (generally, for investment), and does not purport to deal with all aspects of U.S. federal income taxation that may be relevant to a particular beneficial owner in light of the beneficial owner's circumstances (for example, persons subject to the alternative minimum tax provisions of the Internal Revenue Code of 1986, as amended (the "Code"), or a U.S. holder (as defined below) whose "functional currency" is not the U.S. dollar). Also, it is not intended to address all categories of investors, some of which may be subject to special rules (such as partnerships or other pass-through entities (or investors in such entities), dealers in securities or currencies, traders in securities that elect to use a mark-to-market method of accounting, banks, thrifts, regulated investment companies, real estate investment trusts, insurance companies, tax-exempt entities, tax-deferred or other retirement accounts, former citizens or residents of the United States, persons holding notes as part of a hedging or conversion transaction or a straddle, or persons deemed to sell notes under the constructive sale provisions of the Code). Finally, the summary does not describe the effect of the U.S. federal estate and gift tax laws or the effects of any applicable non-U.S., state or local laws.

INVESTORS SHOULD CONSULT THEIR OWN TAX ADVISORS REGARDING THE APPLICATION OF THE U.S. FEDERAL INCOME TAX LAWS TO THEIR PARTICULAR SITUATIONS AND THE CONSEQUENCES OF U.S. FEDERAL ESTATE AND GIFT TAX LAWS, NON-U.S., STATE AND LOCAL TAX LAWS, AND TAX TREATIES.

As used herein, the term "U.S. holder" means a beneficial owner of the notes that, for U.S. federal income tax purposes, is (1) an individual who is a citizen or resident of the United States, (2) a corporation, or an entity treated as a corporation for U.S. federal income tax purposes, created or organized in or under the laws of the United States, any state thereof or the District of Columbia, (3) an estate the income of which is subject to U.S. federal income taxation regardless of its source, or (4) a trust if it (x) is subject to the primary supervision of a U.S. court and the control of one or more U.S. persons or (y) has a valid election in effect under applicable U.S. Treasury regulations to be treated as a U.S. person. A "non-U.S. holder" is a beneficial owner of the notes that is an individual, corporation, estate or trust and is not a U.S. holder. If any partnership or other entity or arrangement (domestic or foreign) that is treated as a partnership for U.S. federal income tax purposes is a beneficial owner of a note, the tax treatment of a partner in the partnership will depend upon the status of the partner and the activities of the partnership. A beneficial owner of a note that is a partnership, and partners in such partnership, should consult their own tax advisors about the U.S. federal income tax consequences of the exchange offer, and of purchasing, owning and disposing of the exchange notes.

The exchange of original notes for exchange notes pursuant to the exchange offer will not be a taxable exchange for U.S. federal income tax purposes. Accordingly, for U.S. federal income tax purposes, a holder should have the same tax basis and holding period in the exchange notes as the holder had in the original notes immediately before the exchange.

PLAN OF DISTRIBUTION

Each broker-dealer that receives exchange notes for its own account pursuant to the exchange offer must acknowledge that it will deliver a prospectus in connection with any resale of such exchange notes. This prospectus, as it may be amended or supplemented from time to time, may be used by a broker-dealer in connection with resales of exchange notes received in exchange for original notes where such original notes were acquired as a result of market-making activities or other trading activities. We have agreed that, for a period of up to 90 days after consummation of this exchange offer, we will make this prospectus, as amended or supplemented, available to any broker-dealer for use in connection with any such resale. In addition, all dealers effecting transactions in the exchange notes may be required to deliver a prospectus.

We will not receive any proceeds from any sale of exchange notes by broker-dealers or any other persons. Exchange notes received by broker-dealers for their own account pursuant to the exchange offer may be sold from time to time in one or more transactions in the over-the-counter market, in negotiated transactions, through the writing of options on the exchange notes or a combination of such methods of resale, at market prices prevailing at the time of resale, at prices related to such prevailing market prices or negotiated prices. Any such resale may be made directly to purchasers or to or through brokers or dealers who may receive compensation in the form of commissions or concessions from any such broker-dealer and/or the purchasers of any such exchange notes. Any broker-dealer that resells exchange notes that were received by it for its own account pursuant to the exchange offer and any broker or dealer that participates in a distribution of such exchange notes may be deemed to be an "underwriter" within the meaning of the Securities Act and any profit of any such resale of exchange notes and any commissions or concessions received by any such persons may be deemed to be underwriting compensation under the Securities Act. The letter of transmittal states that by acknowledging that it will deliver, and by delivering, a prospectus, a broker-dealer will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act.

We have agreed to pay all expenses incident to this exchange offer, excluding underwriting discounts and commissions, brokerage commissions and transfer taxes, if any, related to the sale or disposition of notes by a holder, and will indemnify the holders of the original notes, including any broker-dealers, against certain liabilities, including liabilities under the Securities Act in connection with the exchange offer.

Each broker-dealer further acknowledges and agrees that, upon receipt of notice from us of the happening of any event which makes any statement in this prospectus, as amended or supplemented, untrue in any material respect or which requires the making of any changes in the prospectus to make the statements in this prospectus, as amended or supplemented, not misleading, which notice we agree to deliver promptly to such broker-dealer, such broker-dealer will suspend use of this prospectus, as amended or supplemented, until we have notified such broker-dealer that delivery of this prospectus may resume and have furnished copies of any amendment or supplement to this prospectus to the broker-dealer.

LEGAL MATTERS

Certain legal matters in connection with the exchange offer and exchange notes will be passed upon for us by Boutin Jones Inc., Sacramento, California. Certain matters under Illinois and Virginia law will be passed upon by Sheppard, Mullin, Richter & Hampton LLP, District of Columbia. Certain matters under Arizona and Florida law will be passed upon by Dickinson Wright PLLC, Phoenix, Arizona and Ft. Lauderdale, Florida. Certain matters under Pennsylvania law will be passed upon by Cozen O'Connor, Philadelphia, Pennsylvania. Certain matters under Maine law will be passed upon by Bernstein, Shur, Sawyer & Nelson, P.A., Portland, Maine. Certain matters under North Carolina law will be passed upon by Nelson Mullins Riley & Scarborough, LLP, Charlotte, North Carolina.

INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

The consolidated financial statements of Molina Healthcare, Inc. and the consolidated financial statements of Providence Human Services, LLC appearing in Molina Healthcare, Inc.'s Current Report on Form 8-K dated July 28, 2016, have been audited by Ernst & Young LLP, independent registered public accounting firm, as set forth in their reports thereon, included therein, and incorporated herein by reference. Such consolidated financial statements have been incorporated herein by reference in reliance upon such reports given on the authority of such firm as experts in accounting and auditing.

WHERE YOU CAN FIND MORE INFORMATION

We file annual, quarterly and special reports, as well as proxy statements and other information with the Commission. You may read and copy any document we file with the Commission at the Commission's Public Reference Room at 100 F. Street N.E., Washington D.C. 20549. You may obtain further information about the operation of the Public Reference Room by calling the SEC at 1-800-SEC-0330. Our filings with the Commission are also available to the public over the Internet at the Commission's website at http://www.sec.gov, which contains reports, proxy statements and other information regarding registrants like us that file electronically with the Commission. Information contained on any web site referenced in this prospectus is not incorporated by reference herein. Our filings with the Commission are also available to the public from commercial document retrieval services.

We "incorporate by reference" into this prospectus the documents listed below:

1. Our Annual Report on Form 10-K as of and for the year ended December 31, 2015, filed with the Commission on February 26, 2016;

2. Our Proxy Statement for our 2016 Annual Meeting of Stockholders, filed with the Commission on March 17, 2016;

3. Our Quarterly Reports on Form 10-Q for the quarters ended March 31, 2016 and June 30, 2016, filed with the Commission on May 2, 2016 and July 27, 2016, respectively; and

4. Our Current Reports on Form 8-K, filed with the Commission on February 18, 2016, March 16, 2016, May 2, 2016, May 13, 2016, July 28, 2016 and August 5, 2016.

All documents filed by us pursuant to Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act after the date of this prospectus and prior to the expiration date shall also be deemed to be incorporated herein by reference. We do not incorporate by reference any information furnished pursuant to Items 2.02 or 7.01 of Form 8-K in any past or future filings, unless specifically stated otherwise. Any such information incorporated by reference would be an important part of this prospectus.

Information in this prospectus supersedes information that we filed with the Commission prior to the date of this prospectus, while information that we file later with the Commission will automatically update and supersede this prospectus. Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute part of this prospectus.

The information incorporated herein by reference is available without charge to holders of original notes upon written or oral request to Molina Healthcare, Inc., 200 Oceangate, Suite 100, Long Beach, California 90802, Attention:

Investor Relations, Telephone: (562) 435-3666. To obtain timely delivery of such documents, holders of original notes must request this information no later than five business days prior to the expiration date of the exchange offer.

$700,000,000
Offer to Exchange
5.375% Senior Notes due 2022, Registered under the Securities Act of 1933, as amended, for
All Outstanding 5.375% Senior Notes due 2022
of

Molina Healthcare, Inc.

Each broker-dealer that receives exchange notes for its own account pursuant to the exchange offer must acknowledge that it will deliver a prospectus in connection with any resale of such exchange notes. This prospectus, as it may be amended or supplemented from time to time, may be used by a broker-dealer in connection with resales of exchange notes received in exchange for original notes where such original notes were acquired as a result of market-making activities or other trading activities. We have agreed that, for a period of up to 90 days after consummation of this exchange offer, we will make this prospectus, as amended or supplemented, available to any broker-dealer for use in connection with any such resale.

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

Item 20. Indemnification of Directors and Officers.

Directors and officers of the Registrant and the Additional Registrants are insured against certain liabilities for actions taken in such capacities, including liabilities under the Securities Act of 1933, as amended.

The Delaware Corporations

The Registrant and Additional Registrant AmericanWork, Inc. are corporations incorporated in the State of Delaware.

Subsection (a) of Section 145 of the General Corporation Law of the State of Delaware (the "DGCL") empowers a corporation to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation) by reason of the fact that the person is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation and with respect to any criminal action or proceeding, had no reasonable cause to believe the person's conduct was unlawful.

Subsection (b) of Section 145 of the DGCL empowers a corporation to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that the person is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership joint venture, trust or other enterprise, against expenses (including attorneys' fees) actually and reasonably incurred by the person in connection with the defense or settlement of such action or suit if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation, except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the corporation unless and only to the extent that the Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper.

Section 145 of the DGCL further provides that to the extent that a present or former director or officer of a corporation has been successful on the merits or otherwise in the defense of any action, suit or proceeding referred to in subsections (a) and (b) of Section 145, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith; that indemnification and advancement of expenses provided for by Section 145 will not be deemed exclusive of any other rights to which the indemnified party may be entitled; and the indemnification and advancement of expenses provided by, or granted pursuant to, Section 145 shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person. Section 145 also empowers the corporation to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the corporation would have the power to indemnify such person against such liability under Section 145.

Section 102(b)(7) of the DGCL provides that a corporation's certificate of incorporation may contain a provision eliminating or limiting the personal liability of a director to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, provided that such provision shall not eliminate or limit the liability of a director (i) for any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or

which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the DGCL, or (iv) for any transaction from which the director derived an improper personal benefit.

Molina Healthcare, Inc.

The Certificate of Incorporation of Molina Healthcare, Inc. contains the indemnification language mandated by Sections 145(a) and 145(b) of the DGCL.

The Certificate of Incorporation of Molina Healthcare, Inc. further provides that a director of the corporation shall not be liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of a director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the DGCL or (iv) for any transaction from which the director derived an improper personal benefit.

The Third Amended and Restated Bylaws of Molina Healthcare, Inc. provide for the indemnification of directors, officers, employees and agents to the extent permitted by Delaware law.

AmericanWork, Inc.

The Certificate of Incorporation of AmericanWork, Inc. provides that each person who serves or who has served as a director shall not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, provided that this provision shall not eliminate or limit the liability of a director: (i) for any breach of loyalty to the corporation or its stockholders; (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; (iii) for unlawful payment of dividend or unlawful stock purchase or redemption as such liability is imposed under Section 174 of the DGCL; or (iv) for any transaction from which the director derived an improper personal benefit.

The Bylaws of AmericanWork, Inc. provide that the company shall indemnify its officers, directors, employees and agents to the extent permitted or required by the DGCL.

The Delaware Limited Liability Companies

Additional Registrants Molina Pathways, LLC, Pathways Community Services LLC, Pathways Health and Community Support LLC, Pathways of Idaho LLC and Pathways of Massachusetts LLC are limited liability companies organized under the laws of the State of Delaware.

The Delaware Limited Liability Company Act (the "Delaware Act"), Section 18-108, provides that, subject to such standards and restrictions, if any, as are set forth in its limited liability company agreement, a limited liability company may, and shall have the power to, indemnify and hold harmless any member or manager or other person from and against any and all claims and demands whatsoever.

Molina Pathways, LLC

The Limited Liability Company Operating Agreement of Molina Pathways, LLC provides that the company shall, to the fullest extent permitted under the Delaware Act, indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding (including, without limitation, arbitration), by reason of the fact that the person is or was a manager, or a member, partner, manager, affiliate, officer, director, employee or agent of a manager, or an officer, employee or agent of the company or any person who is or was serving at the request of the manager or the company as a manager, member, partner, director, officer, employee or agent of another company or person ("Indemnifiable Person"), against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement actually incurred by it in connection with the action, suit or proceeding except by reason of the fraud or willful misconduct of such Indemnifiable Person, provided that such Indemnifiable Person acted in good faith and in a manner which it reasonably believed to be in or not opposed to the best interests of the company and, with respect to any criminal action or proceeding, did not reasonably believe its conduct was unlawful.

Notwithstanding the foregoing, indemnification may not be made for any claim, issue or matter as to which an Indemnifiable Person has been adjudged by a court of competent jurisdiction, after exhaustion of all appeals therefrom (or by an arbitrator in a final, binding judgment), to be liable to the company, or for amounts paid in settlement to the company, unless

and only to the extent that the court in which the action or suit was brought (or such arbitrator) or other court of competent jurisdiction (or arbitrator) determines upon application that in view of all the circumstances of the case, the Indemnifiable Person is fairly and reasonably entitled to indemnity for such expenses as the court or arbitrator deems proper.

The limited liability company operating agreement also provides that reasonable expenses of the Indemnifiable Person incurred in defending a civil or criminal action, suit or proceeding may be paid by the company as they are incurred and in advance of the final disposition of the action, suit or proceeding upon receipt of an undertaking by or on behalf of the Indemnifiable Person to repay the amount if it is ultimately determined by a court of competent jurisdiction (or by an arbitrator in a final, binding judgment) that such person is not entitled to be indemnified by the company.

The limited liability company operating agreement further provides that the indemnification and advancement of expenses described above (i) does not exclude any other rights to which a person seeking indemnification or advancement of expenses may be entitled (whether under contract or otherwise); (ii) continues for a person who has ceased to be an Indemnifiable Person; provided that the act or omission that is the subject of the claim took place prior to the cessation of such person's status as an Indemnifiable Person; (iii) inures to the benefit of the Indemnifiable Person's respective heirs, assignees, successors, executors and administrators and (iv) survives the dissolution of the company to the extent of any assets distributed by the company on that dissolution.

In addition to indemnification, the limited liability company operating agreement authorizes the company to purchase and maintain insurance or make other financial arrangements on behalf of any Indemnifiable Person for any liability asserted against that person and liability and expenses incurred by him or her in the capacity as an Indemnifiable Person, or arising out of his or her status as such.

Pathways Community Services LLC

Neither the Certificate of Formation of Aspen MSO, LLC (now known as Pathways Community Services LLC) nor the Amended and Restated Operating Agreement of Providence Community Services, LLC (now known as Pathways Community Services LLC) contain any provisions authorizing the company to indemnify or insure directors or officers against liability arising out of their capacities as directors or officers.

Pathways Health and Community Support LLC

The Amended and Restated Limited Liability Company Agreement of Pathways Health and Community Support LLC provides that, to the fullest extent permitted by law, no member, manager or officer shall be liable to the company or any other member for any act or omission in connection with the management of the business or affairs of the company unless such act or omission was taken or made in bad faith or constitutes gross negligence or willful misconduct. The limited liability company agreement also provides that the company shall, to the fullest extent permitted by law, indemnify and hold harmless each member, manager and officer against any losses, judgments, liabilities or expenses incurred in settling any claim or incurred in any finally adjudicated legal proceeding, including reasonable attorneys' fees and costs of removing any liens affecting property of the indemnitee, and/or amounts paid in settlement of any claims sustained by it arising from or relating to the company, provided that the same were not the result of (a) actions or omissions of such member, manager or officer taken or made in bad faith or which constitute gross negligence or willful misconduct or (b) actions or claims instituted by such member, manager or officer (other than claims or actions seeking to enforce the indemnification obligations under the limited liability company agreement) provided, however, that any indemnity under this section (b) 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.

The limited liability company agreement provides that expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the company in advance of the final disposition upon receipt of an undertaking by the member, manager or officer, as the case may be, to repay such amount unless it is ultimately determined that such member, manager or officer is entitled to be indemnified by the company.

The limited liability company agreement provides that the indemnification provided for in the limited liability company agreement shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any statute, agreement, vote of members or otherwise, both as to action in an official capacity and as to action in another capacity while holding such office.

Pathways of Idaho LLC

The Limited Liability Company Agreement of Providence of Idaho, LLC (now known as Pathways of Idaho LLC) provides that, to the fullest extent permitted by law, no member, manager or officer shall be liable to the company or any other member for any act or omission in connection with the management of the business or affairs of the company unless such act or omission was taken or made in bad faith or constitutes gross negligence or willful misconduct. The limited liability company agreement also provides that the company shall, to the fullest extent permitted by law, indemnify and hold harmless each member, manager and officer against any losses, judgments, liabilities or expenses incurred in settling any claim or incurred in any finally adjudicated legal proceeding, including reasonable attorneys' fees and costs of removing any liens affecting property of the indemnitee, and/or amounts paid in settlement of any claims sustained by it arising from or relating to the company, provided that the same were not the result of (a) actions or omissions of such member, manager or officer taken or made in bad faith or which constitute gross negligence or willful misconduct or (b) actions or claims instituted by such member, manager or officer (other than claims or actions seeking to enforce the indemnification obligations under the limited liability company agreement) provided, however, that any indemnity under this section (b) 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.

The limited liability company agreement provides that expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the company in advance of the final disposition upon receipt of an undertaking by the member, manager or officer, as the case may be, to repay such amount unless it is ultimately determined that such member, manager or officer is entitled to be indemnified by the company.

The limited liability company agreement provides that the indemnification provided for in the limited liability company agreement shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any statute, agreement, vote of Members or otherwise, both as to action in an official capacity and as to action in another capacity while holding such office.

Pathways of Massachusetts LLC

The Limited Liability Company Agreement of Providence Human Services of Massachusetts, LLC (now known as Pathways of Massachusetts LLC) provides that, to the fullest extent permitted by law, no member, manager or officer shall be liable to the company or any other member for any act or omission in connection with the management of the business or affairs of the company unless such act or omission was taken or made in bad faith or constitutes gross negligence or willful misconduct. The agreement also provides that the company shall, to the fullest extent permitted by law, indemnify and hold harmless each member, manager and officer against any losses, judgments, liabilities or expenses incurred in settling any claim or incurred in any finally adjudicated legal proceeding, including reasonable attorneys' fees and costs of removing any liens affecting property of the indemnitee, and/or amounts paid in settlement of any claims sustained by it arising from or relating to the company, provided that the same were not the result of (a) actions or omissions of such member, manager or officer taken or made in bad faith or which constitute gross negligence or willful misconduct or (b) actions or claims instituted by such member, manager or officer (other than claims or actions seeking to enforce the indemnification obligations under the limited liability company agreement) provided, however, that any indemnity under this section (b) 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.

The limited liability company agreement provides that expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the company in advance of the final disposition upon receipt of an undertaking by the member, manager or officer, as the case may be, to repay such amount unless it is ultimately determined that such member, manager or officer is entitled to be indemnified by the company.

The limited liability company agreement provides that the indemnification provided for in the limited liability company agreement shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any statute, agreement, vote of members or otherwise, both as to action in an official capacity and as to action in another capacity while holding such office.

The Arizona Corporation

Additional Registrant Pathways of Arizona, Inc. is a corporation incorporated under the laws of the State of Arizona.

Arizona Revised Statutes ("ARS") Section 10-851 provides that a corporation may indemnify an individual made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative

and whether formal or informal (a "proceeding") because either (1) the individual is or was a director against liability incurred in the proceeding and (a) the individual's conduct was in good faith, (b) the individual (i) in the case of conduct in an official capacity with the corporation, reasonably believed that the conduct was in the corporation's best interests, (ii) in all other cases, reasonably believed that the conduct was at least not opposed to the corporation's best interests, and (c) in the case of any criminal proceedings, had no reasonable cause to believe the conduct was unlawful; or (2) the director engaged in conduct for which broader indemnification has been made permissible or obligatory under a provision of the corporation's articles of incorporation. Indemnification in connection with a proceeding by or in the right of the corporation is limited to reasonable expenses incurred in connection with the proceeding. A corporation may not indemnify a director in connection with a proceeding by or in the right of the corporation in which the director was adjudged liable to the corporation; or in connection with any other proceeding charging improper financial benefit to the director, whether or not involving action in the director's official capacity, in which the director was adjudged liable on the basis that financial benefit was improperly received by the director.

Unless limited by the articles of incorporation, a corporation must indemnify a director who was the prevailing party, on the merits or otherwise, in the defense of any proceeding to which the director was a party because the director is or was a director of the corporation against reasonable expenses incurred by the director in connection with the proceeding. Unless otherwise limited, a corporation must indemnify a director who while serving as a director was not an officer, employee or holder of more than five percent of the outstanding shares of any class of stock of the corporation or of any affiliate of the corporation ("Outside Director"). Unless limited by the articles of incorporation or ARS Section 10-851(C), a corporation must pay an Outside Director's expenses in advance of a final disposition of a proceeding if the director furnishes the corporation with a written affirmation of the director's good faith belief that the director has met the standard of conduct described in the foregoing paragraph and the director furnishes the corporation with a written undertaking executed personally, or on the director's behalf, to repay the advance if it is ultimately determined that the director did not meet the relevant standard of conduct. Notwithstanding the foregoing, under the provisions that apply exclusively to Outside Directors, a corporation may not provide the indemnification or the advancement of expenses provided for in this paragraph if a court of competent jurisdiction has determined before payment that the outside director failed to meet the standards described in the foregoing paragraph and a court of competent jurisdiction does not otherwise authorize payment under ARS Section 10-854.

ARS Section 10-202 provides that the articles of incorporation may set forth a provision eliminating or limiting the liability of a director to the corporation or its shareholders for money damages, and permitting or making obligatory indemnification of a director, for liability for any action taken or any failure to take any action as a director, except liability for any of the following: (1) the amount of a financial benefit received by a director to which the director is not entitled, (2) an intentional infliction of harm on the corporation or the shareholders, (3) unlawful distributions and (4) an intentional violation of criminal law.

ARS Section 10-852 provides for mandatory indemnification in certain situations such that, unless limited by its articles of incorporation, a corporation shall indemnify a director who was the prevailing party, on the merits or otherwise, in the defense of any proceeding to which the director was a party because the director is or was a director of the corporation against reasonable expenses incurred by the director in connection with the proceeding.

Section 10-856 of the ARS provides that a corporation may indemnify and advance expenses to an officer who is a party to a proceeding because the individual is or was an officer of the corporation (1) to the same extent as a director; and (2) if the individual is an officer but not a director (or if both an officer and director, if the basis on which the officer is made a party to the proceeding is an act or omission solely as an officer), to the further extent as may be provided by the articles of incorporation, the bylaws, a resolution of the board of directors, or contract, except for (a) liability in connection with a proceeding by or in the right of the corporation other than for reasonable expenses incurred in connection with the proceeding; and (b) liability arising out of conduct that constitutes receipt by the officer of a financial benefit to which the officer is not entitled, an intentional infliction of harm on the corporation or the shareholders, or an intentional violation of criminal law.

Additionally, a corporation may, before final disposition of the proceeding, pay for or reimburse the reasonable expenses incurred by a director who is a party to a proceeding; provided that the director furnishes the corporation with (i) a written affirmation of the director's good faith belief that the director has met the relevant standard of conduct or that the proceeding involves conduct for which liability has been properly eliminated under a provision of the articles of incorporation; and (ii) a written undertaking, executed personally or on the director's behalf, to repay the advance if the director is not entitled to mandatory indemnification and it is ultimately determined that the director did not meet the relevant standard of conduct.

A corporation may purchase and maintain insurance, including retrospectively rated and self-insured programs, on behalf of an individual who is or was a director or officer of the corporation or who, while a director or officer of the

corporation, is or was serving at the request of the corporation as a director, officer, partner, trustee, employee or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan or other entity, against liability asserted against or incurred by the individual in that capacity or arising from the individual's status as a director or officer, whether or not the corporation would have power to indemnify or advance expenses to the individual against the same liability.

A corporation's power to indemnify, advance expenses or maintain insurance on behalf of an employee or agent is not limited by the foregoing laws.

Pathways of Arizona, Inc.

The Articles of Incorporation of Parents and Children Together, Inc. (now known as Pathways of Arizona, Inc.) eliminate, to the fullest extent permitted by law, a director's liability to the company or its shareholders for monetary damages for breach of fiduciary duty as a director. The articles also require the company to indemnify any person who incurs expenses by reason of the fact that he or she is or was an officer, director, employee, or agent of the corporation. This indemnification is mandatory in all circumstances in which indemnification is permitted by law.

The Bylaws of Providence of Arizona, Inc. (now known as Pathways of Arizona, Inc.) provide that indemnification of an authorized representative of the company (which, for purposes of the bylaws, means a director, officer, fiduciary (as defined by the Employee Retirement Income Security Act of 1974) or agent of the company, or a director, officer, employee or agent of another corporation partnership, joint venture, trust or other enterprise serving as such at the request of the company) shall be made when ordered by a court and shall be made in a specific case upon a determination that indemnification of the authorized representative is required or proper in the circumstances because the applicable standard of conduct set forth in the General Corporation Law of Arizona as amended from time to time has been met.

The bylaws also provide that expenses (including attorneys' fees) incurred in defending a civil or criminal action, suit or proceeding shall be paid by the company in advance of the final disposition, subject to receipt of an undertaking by or on behalf of a director, officer or fiduciary to repay such amount unless it is ultimately determined that such person is entitled to be indemnified by the company as required in the articles of incorporation or the bylaws. To the extent authorized by law, such expenses may be paid by the company in advance on behalf of any other authorized representative when authorized by the board of directors upon receipt of a similar undertaking.

The indemnification provided for in the articles of incorporation and the bylaws is not deemed to be exclusive of any other rights to which those seeking indemnification may be entitled under any agreement, vote of shareholders or disinterested directors, statute or otherwise, both as to action in an official capacity and as to action in another capacity while holding such office or position, and continues as to a person who has ceased to be an authorized representative of the company and inures to the benefit of the heirs and personal representatives of such a person.

The California Corporations

Additional Registrants College Community Services and Molina Medical Management, Inc. are corporations incorporated under the laws of the State of California. College Community Services is a nonprofit mutual benefit corporation organized under the California Nonprofit Mutual Benefit Corporation Law (the "California Nonprofit Law").

Subsection (b) of Section 317 of the California Corporations Code (the "California Code") empowers a corporation to indemnify any person who was or is a party or is threatened to be made a party to any proceeding (other than an action by or in the right of the corporation to procure a judgment in its favor) by reason of the fact that the person is or was an agent of the corporation, as defined in that section, against expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with the proceeding if that person acted in good faith and in a manner the person reasonably believed to be in the best interests of the corporation and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of the person was unlawful.

Subsection (c) of Section 317 of the California Code further empowers a corporation to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action by or in the right of the corporation to procure a judgment in its favor by reason of the fact that the person is or was an agent of the corporation, against expenses actually and reasonably incurred by that person in connection with the defense or settlement of the action if the person acted in good faith, in a manner the person believed to be in the best interests of the corporation and its shareholders.

Section 317 of the California Code further provides that the indemnification provided for under Section 317 shall not be deemed exclusive of any additional rights to indemnification for breach of duty to the corporation and its shareholders while acting in the capacity of a director or officer of the corporation to the extent such additional rights are properly authorized. The indemnification provided for under Section 317 for acts, omissions or transactions while acting in the capacity of, or while serving as, a director or officer of the corporation but not involving breach of duty to the corporation and its shareholders will not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of shareholders or disinterested directors, or otherwise, to the extent the additional rights to indemnification are authorized in the articles of the corporation. The rights to such indemnification will continue as to a person who has ceased to be a director, officer, employee or agent and will inure to the benefit of such person's heirs, executors and administrators. Section 317 also empowers the corporation to purchase and maintain insurance on behalf of any agent of the corporation against any liability asserted against or incurred by the agent in that capacity or arising out of the agent's status as such whether or not the corporation would have the power to indemnify the agent against that liability under Section 317.

Section 317 of the California Code provides that indemnification is precluded under certain circumstances, including, (i) in respect of any claim, issue or matter as to which the person has been adjudged to be liable to the corporation in the performance of that person's duty to the corporation and its shareholders, unless and only to the extent that the court in which the proceeding is or was pending determines upon application that, in view of all the circumstances of the case, the person is fairly and reasonably entitled to indemnity for expenses and then only to the extent that the court determines, (ii) of amounts paid in settling or otherwise disposing of a pending action without court approval, and (iii) of expenses incurred in defending a pending action which is settled or otherwise disposed of without court approval. To the extent that an agent of a corporation has been successful on the merits in defense of any proceeding referred to in Subsections (b) or (c) of Section 317 or in defense of any claim, issue or matter therein, such agent will be indemnified against expenses actually and reasonably incurred in connection therewith. Otherwise, Section 317 requires that indemnification must be authorized in each specific instance by either a majority vote of a quorum consisting of directors who are not parties to such proceeding, by independent legal counsel in a written opinion if such a quorum of directors is not obtainable, by approval of the shareholders, with shares owned by the person to be indemnified not being entitled to vote, or by the court in which the proceeding is or was pending upon application by the corporation or an agent or attorney or other person rendering services in connection with the defense. Expenses incurred in defending any proceeding may be advanced by the corporation prior to the final disposition of the proceeding upon receipt of an undertaking by or on behalf of the agent to repay that amount if it is ultimately determined that such person is not entitled to be indemnified under Section 317.

Section 7237(b) of the California Nonprofit Law empowers a corporation to indemnify a person who was or is a party or is threatened to be made a party to any proceeding (other than an action by or in the right of the corporation to procure a judgment in its favor, an action brought under Section 5233 of Part 2 made applicable pursuant to Section 7238 or an action brought by the Attorney General or a person granted relator status by the Attorney General for any breach of duty relating to assets held in charitable trust) by reason of the fact that the person is or was an agent of the corporation, against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with the proceeding if the person acted in good faith and in a manner the person reasonably believed to be in the best interests of the corporation and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of the person was unlawful.

Section 7237(c) of the California Nonprofit Law further empowers a corporation to indemnify a person who was or is a party or is threatened to be made a party to any threatened, pending or completed action by or in the right of the corporation, or brought under Section 5233 of Part 2 made applicable pursuant to Section 7238, or brought by the Attorney General or a person granted relator status by the Attorney General for any breach of duty relating to assets held in charitable trust, to procure a judgment in its favor by reason of the fact that the person is or was an agent of the corporation, against expenses actually and reasonably incurred by the person in connection with the defense or settlement of the action if the person acted in good faith, in a manner the person believed to be in the best interests of the corporation and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

Section 7237(c) of the California Nonprofit Law provides that indemnification is precluded under certain circumstances including, (i) with respect to any claim, issue, or matter as to which the person shall have been adjudged to be liable to the corporation in the performance of the person's duty to the corporation, unless and only to the extent that the court in which the proceeding is or was pending shall determine upon application that, in view of all the circumstances of the case, the person is fairly and reasonably entitled to indemnity for the expenses which the court shall determine; (ii) of amounts paid in settling or otherwise disposing of a threatened or pending action, with or without court approval; or (iii) of expenses incurred in defending a threatened or pending action that is settled or otherwise disposed of without court approval unless the action concerns assets held in charitable trust and is settled with the approval of the Attorney General. Section 7237(h) of the California Nonprofit Law further precludes indemnification, except as provided for in Section 7237(d) or (e)(3), in any

circumstance where it appears that it would be inconsistent with a provision of the articles, bylaws, a resolution of the members, an agreement in effect at the time of the accrual of the alleged cause of action which prohibits or limits indemnification or any condition expressly imposed by a court in approving a settlement.

Section 7237(d) of the California Nonprofit Law provides that, to the extent that an agent of a corporation has been successful on the merits in defense of any proceeding described in Section 7237(b) or (c) or in defense of any claim, issue or matter therein, the agent shall be indemnified against expenses actually and reasonably incurred by the agent in connection therewith. Otherwise, Section 7237 requires that indemnification must be authorized in each specific instance by either a majority vote of a quorum consisting of directors who are not parties to such proceeding, by approval of the members, with the persons to be indemnified not being entitled to vote thereon, or by the court in which the proceeding is or was pending upon application by the corporation or an agent or attorney or other person rendering services in connection with the defense. Expenses incurred in defending any proceeding may be advanced by the corporation before the final disposition of the proceeding upon receipt of an undertaking by or on behalf of the agent to repay the amount unless it is ultimately determined that the agent is entitled to be indemnified as authorized by Section 7237.

Under Section 7237(g) of the California Nonprofit Law, a provision made by a corporation to indemnify its or its subsidiary's directors or officers for the defense of any proceeding, whether contained in the articles, bylaws, a resolution of members or directors, an agreement or otherwise, shall not be valid unless consistent with Section 7237.

Section 7237(i) of the California Nonprofit Law provides that a corporation shall have the power to purchase and maintain insurance on behalf of an agent of the corporation against any liability asserted against or incurred by the agent in that capacity or arising out of the agent's status as such whether or not the corporation would have the power to indemnify the agent against that liability under Section 7237 of the California Nonprofit Law.

College Community Services

The Amended and Restated Bylaws of College Community Services provide that the company shall, to the maximum extent permitted by the California Nonprofit Law, indemnify each of its agents (as defined in the bylaws) against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with any proceeding arising by reason of the fact any such person is or was an agent of the company.

Molina Medical Management, Inc.

The Amended and Restated Articles of Incorporation of American Family Care, Inc. (now known as Molina Medical Management, Inc.) and the Amended and Restated Bylaws of Molina Medical Management, Inc. provide that liability of directors for monetary damages shall be eliminated to the fullest extent permissible under California law. In addition, the articles authorize the company to provide indemnification of agents (as defined in Section 317 of the California Code) through bylaw provisions, agreements with agents, vote of shareholders or disinterested directors or otherwise, in excess of the indemnification otherwise permitted by Section 317 of the California Code with respect to actions for breach of duty to the corporation and its shareholders. The bylaws authorize the corporation to provide and maintain insurance on behalf of any person serving as a director or other officer against any liability asserted against such person.

The California Limited Liability Company

Additional Registrant Molina Information Systems, LLC is a limited liability company organized under the laws of the State of California.

The Operating Agreement of Molina Information Systems, LLC specifies that the Company is governed by the Beverly-Killea Limited Liability Company Act found at California Code, Title 25 Sections 17000 through 17656, as amended from time to time (the "Old CA LLC Act"). Under Section 17155 of the California Code, except for a breach of fiduciary duty by a manager, the articles of organization or written operating agreement of a limited liability company may provide for indemnification of any person, including, without limitation, any manager, member, officer, employee or agent of the limited liability company, against judgments, settlements, penalties, fines or expenses of any kind incurred as a result of acting in that capacity. Section 17155 also authorizes a limited liability company to purchase and maintain insurance on behalf of any manager, member, officer, employee or agent of the limited liability company against any liability asserted against or incurred by the person in that capacity or arising out of the person's status as a manager, member, officer, employee or agent of the limited liability company.

Although the Old CA LLC Act was repealed and replaced with the California Revised Uniform Limited Liability Company Act (the "New CA LLC Act"), effective January 1, 2014, Section 17713.04(b) of the New CA LLC Act provides that prior law (i.e., the Old CA LLC Act) governs operating agreements entered into by a limited liability company prior to January 1, 2014.

Molina Information Systems, LLC

The Operating Agreement for Molina Information Systems, LLC authorizes the company to indemnify and hold harmless any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding whether civil, criminal, administrative or investigative, including an action by or in the right of the company, by reason of the fact that such person is or was a member, a manager of the company or an officer of the company or is or was serving at the request of the company as a manager, director or officer of another person, against expenses, judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding.

To the extent that such person has been successful on the merits or otherwise in defending any such action, suit or proceeding referred to above or any claim, issue or matter therein, he or she is entitled to indemnification for expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith.

Pursuant to the operating agreement, the company may advance funds to pay expenses reasonably expected to be incurred in defending a civil or criminal action, suit or proceeding in advance of the final disposition upon receipt of an undertaking by or on behalf of the covered person to repay such amount unless it is ultimately determined that the covered person is entitled to be indemnified by the company.

The operating agreement authorizes the company to purchase and maintain on behalf of any member, manager or officer of the company insurance against liabilities incurred in such capacities, whether or not the corporation would have the power to indemnify such person against the same liability under the provisions of the operating agreement.

The Florida Corporation

Additional Registrant Family Preservation Services of Florida, Inc. is a corporation incorporated in the State of Florida.

Section 607.0850 of the Florida Business Corporation Act ("FBCA") permits, in general, a Florida corporation to indemnify any person who was or is a party to any proceeding (other than an action by, or in the right of, the corporation) by reason of the fact that he or she is or was a director or officer of the corporation, or served another entity in any capacity at the request of the corporation, against liability incurred in connection with such proceeding, including any appeal thereof, if such person acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interest of the corporation and, in criminal actions or proceedings, additionally had no reasonable cause to believe that his or her conduct was unlawful. In actions brought by or in the right of the corporation, a corporation may indemnify such person against expenses and amounts paid in settlement not exceeding, in the judgment of the board of directors, the estimated expense of litigating the proceeding to conclusion, actually and reasonably incurred by such person in connection with the defense or settlement of such proceeding, including any appeal thereof, if such person acted in good faith and in a manner that person reasonably believed to be in or not opposed to the best interests of the corporation, except that no indemnification may be made in respect of any claim, issue or matter as to which that person shall have been adjudged to be liable to the corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which the court shall deem proper. Section 607.0850(6) of the FBCA permits the corporation to pay such costs or expenses in advance of a final disposition of such action or proceeding upon receipt of an undertaking by or on behalf of the director or officer to repay such amount if he or she is ultimately found not to be entitled to indemnification under the FBCA. Section 607.0850 of the FBCA provides that the indemnification and advancement of expense provisions contained in the FBCA shall not be deemed exclusive of any rights to which a director or officer seeking indemnification or advancement of expenses may be entitled.

Family Preservation Services of Florida, Inc.

The Bylaws of Family Preservation Services of Florida, Inc. provide that indemnification of an authorized representative of the company (which, for purposes of this section, means a director, officer, fiduciary (as defined by the Employee Retirement Income Security Act of 1974) or agent of the company, or a director, officer, employee or agent of

another corporation partnership, joint venture, trust or other enterprise serving as such at the request of the company) shall be made when ordered by a court and shall be made in a specific case upon a determination that indemnification of the authorized representative is required or proper in the circumstances because the applicable standard of conduct set forth in the FBCA as amended from time to time has been met.

The bylaws also provide that expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the company in advance of the final disposition, subject to the receipt of an undertaking by or on behalf of a director, officer or fiduciary to repay such amount unless it is ultimately determined that such person is entitled to be indemnified by the company. The bylaws further provide that, to the extent authorized by law, such expenses may be paid by the company in advance on behalf of any other authorized representative when authorized by the board of directors upon receipt of a similar undertaking.

The indemnification provided for in the bylaws is not deemed to be exclusive of any other rights to which those seeking indemnification may be entitled under any agreement, vote of shareholders or disinterested directors, statute or otherwise, both as to action in an official capacity and as to action in another capacity while holding such office or position, and continues as to a person who has ceased to be an authorized representative of the company and inures to the benefit of the heirs and personal representatives of such a person.

The Illinois Corporation

Additional Registrant Camelot Care Centers, Inc. is a corporation incorporated in the State of Illinois.

Under Section 8.75 of the Illinois Business Corporation Act of 1983 ("ILBCA"), a corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation) by reason of the fact that he or she is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding (i) if such person acted in good faith and in a manner that person reasonably believed to be in or not opposed to the best interests of the corporation and (ii) with respect to any criminal action or proceeding, if he or she had no reasonable cause to believe such conduct was unlawful. In actions brought by or in the right of the corporation, a corporation may indemnify such person against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit if such person acted in good faith and in a manner that person reasonably believed to be in or not opposed to the best interests of the corporation, except that no indemnification may be made in respect of any claim, issue or matter as to which that person shall have been adjudged to be liable to the corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which the court shall deem proper.

To the extent that such person has been successful on the merits or otherwise in defending any such action, suit or proceeding referred to above or any claim, issue or matter therein, he or she is entitled to indemnification for expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith, if such person acted in good faith and in a manner that person reasonably believed to be in or not opposed to the best interests of the corporation.

Section 8.75(f) of the ILBCA further provides that the indemnification and advancement of expenses provided by or granted under Section 8.75 shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any bylaw, agreement, vote of stockholders or disinterested directors, or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office. In addition, a corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation, or who is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against such person and incurred by such person 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 such person against such liability under the provisions of this Section.

Camelot Care Centers, Inc.

The Articles of Incorporation of Camelot Care Centers, Inc. and the Amended and Restated Bylaws of Camelot Care Centers, Inc. provide that each person who was or is made a party or is threatened to be made a party to or is otherwise involved

in any threatened, pending or completed action, suit or proceeding (other than an action by or in the right of the corporation), by reason of the fact that he or she is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent or in any other capacity while serving as a director, officer, employee or agent, shall be indemnified and held harmless by the corporation to the fullest extent authorized by the ILBCA, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights than such la permitted the corporation to provide prior to such amendment), against all expense, liability and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) actually and reasonably incurred or suffered by such indemnitee in connection therewith if such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. Except with respect to proceedings to enforce rights to indemnification, the corporation shall indemnify any such indemnitee in connection with a proceeding initiated by such indemnitee only if such proceeding was authorized by the Board of Directors of the corporation.

The articles and bylaws further provide that each person who was or is made a party or is threatened to be made a party to any proceeding by or in the right of the corporation to procure a judgment in its favor by reason of the fact that such person is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall be indemnified and held harmless by the corporation to the fullest extent authorized by the ILBCA, as the same exists or may hereafter by amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights than such la permitted the corporation to provide prior to such amendment), against all expense, liability and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) actually and reasonably incurred or suffered by such indemnitee in connection therewith if such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation, provided that no indemnification shall be made with respect to any claim, issue or matter as to which such person has been adjudged to have been liable to the corporation, unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses as the court shall deem proper.

To the extent that a director, officer, employee or agent of the corporation has been successful on the merits or otherwise, in the defense of any action, suit or proceeding referred to in the bylaws, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith.

The articles and bylaws further provide that expenses incurred in defending any action, suit or proceeding shall be paid by the corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such person to repay such amount if it is ultimately determined that he or she is not entitled to be indemnified by the corporation. In addition, the company is required to purchase and maintain insurance on behalf of directors, officers, employees and agents against liability arising out of their capacity as directors, officers, employees and agents, whether or not the company would have the power to indemnify them under the articles.

The indemnification and advancement of expenses provided for by the articles and bylaws is not deemed to be exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any by-law, agreement, vote of shareholders or disinterested directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office.

The Maine Corporation

Additional Registrant Pathways of Maine, Inc. is a corporation incorporated under the laws of the State of Maine.

Subchapter 5 of Chapter 8 of the Maine Business Corporation Act ("MBCA") provides that a corporation may indemnify any person who was, is or is threatened to be made a defendant or respondent to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrative or investigative, and whether formal or informal, because that person is or was a director or officer, or while a director or officer of the corporation is or was serving at the request of the corporation as a director, officer, partner, trustee, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other entity, against any obligation to pay a judgment, settlement, penalty, fine,

including any excise tax assessed with respect to an employee benefit plan, or reasonable expenses incurred in the proceeding if: (A) (i) he conducted himself in good faith, (ii) he reasonably believed, in the case of conduct in his official capacity with the corporation, that his conduct was in its best interests and, in all other cases, that his conduct was at least not opposed to its best interests, and (iii) in the case of any criminal proceeding, he had no reasonable cause to believe his conduct was unlawful; or (B) he engaged in conduct for which broader indemnification has been made permissible or obligatory under a provision of the corporation's articles of incorporation.

In addition, unless ordered by a court, a corporation may not indemnify one of the corporation's officers or directors in connection with an action, suit or proceeding (i) by or in the right of the corporation, except for reasonable expenses incurred in connection with the action, suit or proceeding if it is determined that the officer or director acted in accordance with the standard above, or (ii) with respect to conduct for which the director or officer was adjudged liable on the basis that the director or officer received a financial benefit to which the director was not entitled, whether or not involving action in the director's official capacity.

Under the MBCA, a corporation may indemnify an officer of the corporation to the same extent as a director and, if the officer is an officer but not a director, to such further extent as may be provided in the corporation's articles of incorporation, bylaws, a resolution of the corporation's board of directors or a contract except for (i) liability in connection with an action, suit or proceeding by or in the right of the corporation other than reasonable expenses incurred in connection with the action, suit or proceeding, or (ii) liability arising out of conduct that constitutes receipt by the officer of a financial benefit to which the officer is not entitled, an intentional infliction of harm on the corporation or its shareholders or an intentional violation of criminal law.

Pathways of Maine, Inc.

The Bylaws of Pathways of Maine, Inc. provide that indemnification of an authorized representative of the company (which, for purposes of this section, means a director, officer, fiduciary (as defined by the Employee Retirement Income Security Act of 1974) or agent of the company, or a director, officer, employee or agent of another corporation partnership, joint venture, trust or other enterprise serving as such at the request of the company) shall be made when ordered by a court (in which case the expense, including attorneys' fees, of the authorized representative in enforcing such right of indemnification shall be added to and be included in the final judgment against the company) and shall be made in a specific case upon a determination that indemnification of the authorized representative is required or proper in the circumstances because the applicable standard of conduct set forth in the MBCA has been met.

The bylaws also provide that expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the company in advance of the final disposition, subject to the receipt of an undertaking by or on behalf of a director, officer or fiduciary to repay such amount unless it ultimately shall be determined that such person is entitled to be indemnified by the company as required in the articles of incorporation or the bylaws. The bylaws further provide that, to the extent authorized by law, such expenses may be paid by the company in advance on behalf of any other authorized representative when authorized by the board of directors upon receipt of a similar undertaking.

The indemnification provided for in the bylaws is not deemed to be exclusive of any other rights to which those seeking indemnification may be entitled under any agreement, vote of shareholders or disinterested directors, statute or otherwise, both as to action in an official capacity and as to action in another capacity while holding such office or position, and continues as to a person who has ceased to be an authorized representative of the company and inures to the benefit of the heirs and personal representatives of such a person.

The North Carolina Corporation

Additional Registrant Family Preservation Services of North Carolina, Inc. is a corporation incorporated under the laws of the State of North Carolina.

Section 55-8-51 of the North Carolina Business Corporation Act ("NCBCA") provides that a corporation may indemnify an individual made a party to a proceeding because he is or was a director against liability incurred in the proceeding if: (1) he conducted himself in good faith; and (2) he reasonably believed (i) in the case of conduct in his official capacity with the corporation, that his conduct was in its best interests; and (ii) in all other cases, that his conduct was at least not opposed to its best interests; and (3) in the case of any criminal proceeding, he had no reasonable cause to believe his conduct was unlawful. A corporation may not indemnify a director (i) in connection with a proceeding by or in the right of the corporation in which the director was adjudged liable to the corporation; or (ii) in connection with any proceeding charging improper personal

benefit to him, whether or not involving action in his official capacity, in which he was adjudged liable on the basis that personal benefit was improperly received by him.

Section 55-8-57 of the NCBCA permits a corporation, in its articles of incorporation or bylaws or by contract or resolution, to indemnify, or agree to indemnify, its directors, officers, employees or agents against liability and expenses (including attorneys' fees) in any proceeding (including proceedings brought by or on behalf of the corporation) arising out of their status as such or their activities in such capacities, except for any liabilities or expenses incurred on account of activities that were, at the time taken, known or believed by the person to be clearly in conflict with the best interests of the corporation. Sections 55-8-52 and 55-8-56 of the NCBCA require a corporation, unless its articles of incorporation provide otherwise, to indemnify a director or officer who has been wholly successful, on the merits or otherwise, in the defense of any proceeding to which such director or officer was made a party because he was or is a director or officer of the corporation against reasonable expenses actually incurred by the director or officer in connection with the proceeding. Section 55-8-57 of the NCBCA authorizes a corporation to purchase and maintain insurance on behalf of an individual who was or is a director, officer, employee or agent of the corporation against certain liabilities incurred by such a person, whether or not the corporation is otherwise authorized by the NCBCA to indemnify that person.

Family Preservation Services of North Carolina, Inc.

The Bylaws of Family Preservation Services of North Carolina, Inc. provide that indemnification of an authorized representative of the company (which, for purposes of this section, means a director, officer, fiduciary (as defined by the Employee Retirement Income Security Act of 1974) or agent of the company, or a director, officer, employee or agent of another corporation partnership, joint venture, trust or other enterprise serving as such at the request of the company) shall be made when ordered by a court and shall be made in a specific case upon a determination that indemnification of the authorized representative is required or proper in the circumstances because the applicable standard of conduct set forth in the NCBCA as amended from time to time has been met.

The bylaws also provide that expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the company in advance of the final disposition, subject to receipt of an undertaking by or on behalf of a director, officer or fiduciary to repay such amount unless it is ultimately determined that such person is entitled to be indemnified by the company. The bylaws further provide that, to the extent authorized by law, such expenses may be paid by the company in advance on behalf of any other authorized representative when authorized by the board of directors upon receipt of a similar undertaking.

The indemnification provided for in the bylaws is not deemed to be exclusive of any other rights to which those seeking indemnification may be entitled under any agreement, vote of shareholders or disinterested directors, statute or otherwise, both as to action in an official capacity and as to action in another capacity while holding such office or position, and continues as to a person who has ceased to be an authorized representative of the company and inures to the benefit of the heirs and personal representatives of such a person.

The Pennsylvania Corporations

Additional Registrants Children’s Behavioral Health, Inc. and the Redco Group, Inc. are corporations incorporated under the laws of the State of Pennsylvania.

Sections 1741 through 1750 of Subchapter D, Chapter 17, of the Pennsylvania Business Corporation Law ("PBCL") contain provisions for mandatory and discretionary indemnification of a corporation’s directors, officers and other personnel, and related matters.

Under Section 1741 of the PBCL, subject to certain limitations, a corporation has the power to indemnify directors and officers under certain prescribed circumstances against expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred in connection with an action or proceeding, whether civil, criminal, administrative or investigative (other than derivative or corporate actions), to which any such officer or director is a party or is threatened to be made a party by reason of such officer or director being a representative of the corporation or serving at the request of the corporation as a representative of another domestic or foreign corporation for profit or not-for-profit, partnership, joint venture, trust or other enterprise, so long as the director or officer acted in good faith and in a manner reasonably believed to be in, or not opposed to, the best interests of the corporation and with respect to any criminal proceeding, such officer or director had no reasonable cause to believe his conduct was unlawful.

Section 1742 of the PBCL permits indemnification in derivative and corporate actions if the director or officer acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the corporation, except

in respect of any claim, issue or matter as to which the officer or director has been adjudged to be liable to the corporation unless and only to the extent that the proper court determines upon application that, despite the adjudication of liability but in view of all the circumstances of the case, the officer or director is fairly and reasonably entitled to indemnity for the expenses that the court deems proper.

Under Section 1743 of the PBCL, indemnification is mandatory to the extent that the officer or director has been successful on the merits or otherwise in defense of any action or proceeding referred to in Sections 1741 or 1742 of the PBCL.

Section 1744 of the PBCL provides that, unless ordered by a court, any indemnification under Sections 1741 or 1742 of the PBCL shall be made by the corporation only as authorized in the specific case upon a determination that the officer or director met the applicable standard of conduct, and such determination must be made by (i) the board of directors by a majority vote of a quorum of directors not parties to the action or proceeding, (ii) if a quorum is not obtainable, or if obtainable and a majority vote of a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the shareholders.

Section 1745 of the PBCL provides that expenses (including attorneys' fees) incurred by a director or officer in defending any action or proceeding referred to in Subchapter D of Chapter 17 of the PBCL may be paid by the corporation in advance of the final disposition of such action or proceeding upon receipt of an undertaking by or on behalf of such person to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the corporation. Except as otherwise provided in the corporation's bylaws, advancement of expenses must be authorized by the board of directors.

Section 1746 of the PBCL provides generally that the indemnification and advancement of expenses provided by Subchapter D of Chapter 17 of the PBCL shall not be deemed exclusive of any other rights to which an officer or director seeking indemnification or advancement of expenses may be entitled under any by-law, agreement, vote of shareholders or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding that office. In no event may indemnification be made in any case where the act or failure to act giving rise to the claim for indemnification is determined by a court to have constituted willful misconduct or recklessness.

Section 1747 of the PBCL grants a corporation the power to purchase and maintain insurance on behalf of any director or officer against any liability incurred by him in his capacity as officer or director, whether or not the corporation would have the power to indemnify him against that liability under Subchapter D of Chapter 17 of the PBCL.

Sections 1748 and 1749 of the PBCL extend the indemnification and advancement of expenses provisions contained in Subchapter D of Chapter 17 of the PBCL to successor corporations in fundamental changes and to officers and directors serving as fiduciaries of employee benefit plans.

Section 1750 of the PBCL provides that the indemnification and advancement of expenses provided by, or granted pursuant to, Subchapter D of Chapter 17 of the PBCL shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer shall inure to the benefit of the heirs and personal representatives of such person.

Children's Behavioral Health, Inc.

The Bylaws of Children's Behavioral Health, Inc. provide that the company shall indemnify, to the extent permitted under the bylaws, any person who was or is a party (other than a party plaintiff suing on his or her own behalf), or is threatened to be made such a party, to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the company) arising out of, or in connection with, any actual or alleged act or omission or by reason of the fact that he or she is or was a director or officer of the company, or is or was serving at the request of the company as a director or officer of another domestic or foreign corporation for profit or not-for-profit, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if he or she (a) acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the company and (b) with respect to any criminal proceeding, had no reasonable cause to believe his or her conduct was unlawful.

The bylaws further provide that the company shall indemnify any person who was or is a party (other than a party suing in the right of the company), or is threatened to be made a party, to any threatened, pending or completed action by or in the right of the company to procure a judgment in its favor by reason of the fact that the person is or was a director or officer of

the company, or is or was serving at the request of the company as a director or officer of another domestic or foreign corporation for profit or not-for-profit, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection with the defense or settlement of the action if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the company. Indemnification shall not be made in respect of any claim, issue or matter as to which the person has been adjudged to be liable to the company unless and only to the extent that a court determines upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for the expenses that the court deems proper.

The company may, to the extent permitted by the PBCL, indemnify any person who is or was an employee or agent of the company, other than an officer, or is or was serving at the request of the Corporation as an employee or agent of another domestic or foreign corporation for profit or not-for-profit, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him by reason of his service on behalf of the company, provided such person has met the applicable standard of conduct as would apply in any particular instance under the PBCL.

To the extent that a director, officer, employee or agent of the company has been successful on the merits or otherwise in defense of any action or proceeding referred to above, or in defense of any claim, issue or matter therein, the bylaws require the company to indemnify him or her against expenses (including attorneys' fees) actually and reasonably incurred in connection therewith.

Expenses (including attorneys' fees) incurred by an officer, director, employee or agent in defending any action or proceeding referred to above may be paid by the company in advance of the final disposition of the action or proceeding upon receipt of an undertaking by or on behalf of such person to repay such amount if it is ultimately determined that he or she is not entitled to be indemnified by the company.

The indemnification and advancement of expenses provided for in the bylaws is not deemed to be exclusive of any other rights to which a person seeking indemnification or advancement of expenses may be entitled under any bylaw, agreement, vote of shareholders or disinterested directors or otherwise, both as to actions in his or her official capacity and as to actions in another capacity while holding that office.

The bylaws authorize the company to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the company, or is or was serving at the request of the company as a director, officer, employee or agent of another domestic or foreign corporation for profit or not-for-profit, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the company would have the power to indemnify him or her against that liability.

The Redco Group, Inc.

The Amended and Restated Bylaws of The Redco Group, Inc. provide that the company shall, to the fullest extent permitted by applicable law, indemnify its directors and officers who were or are a party or are threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (whether or not such action, suit or proceeding arises or arose by or in the right of the company or other entity) by reason of the fact that such director or officer is or was a director or officer of the company or is or was serving at the request of the company as a director, officer, employee, general partner, agent or fiduciary of another corporation, partnership, joint venture, trust or other enterprise (including service with respect to employee benefit plans), against expenses (including, but not limited to, attorneys' fees and costs), judgments, fines (including excise taxes assessed on a person with respect to any employee benefit plan) and amounts paid in settlement actually and reasonably incurred by such director or officer in connection with such action, suit or proceeding, except as otherwise provided in the bylaws. The bylaws also provide that the company may, to the fullest extent permitted by applicable law, indemnify, and advance or reimburse expenses for, persons in all situations other than that covered by the bylaws.

No indemnification or advancement or reimbursement of expenses may be provided (a) with respect to expenses or the payment of profits arising from the purchase or sale of securities of the company in violation of Section 16(b) of the Securities Exchange Act of 1934, as amended; (b) if a final unappealable judgment or award establishes that such director or officer engaged in self-dealing, willful misconduct or recklessness; (c) for expenses or liabilities of any type whatsoever including, but not limited to, judgments, fines, and amounts paid in settlement, which have been paid directly to, or for the benefit of, such person by an insurance carrier under a policy of officers' and directors' liability insurance whose premiums are paid for by the

company or by an individual or entity other than such director or officer; and (d) for amounts paid in settlement of any threatened, pending or completed action, suit or proceeding without the written consent of the company, which written consent shall not be unreasonably withheld.

Expenses incurred in defending a threatened, pending or completed civil or criminal action, suit or proceeding shall be paid by the company in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such person to repay such amount if it is ultimately determined that such person is not entitled to be indemnified by the company.

The indemnification and advancement or reimbursement of expenses described above is not deemed to be exclusive of any other rights to which those seeking indemnification or advancement or reimbursement of expenses may be entitled under the articles of incorporation, any bylaw, agreement, vote of shareholders or directors or otherwise, both as to action in such director's or officer's official capacity and as to action in another capacity while holding that office.

The Pennsylvania Limited Liability Company

Additional Registrant Pathways Community Services LLC is a limited liability company organized under the laws of the State of Pennsylvania.

Section 8945 of the Pennsylvania Limited Liability Company Law of 1994, as amended (the "Pennsylvania Act") provides that a limited liability company may and shall have the power to indemnify and hold harmless any member or manager or other person from and against any and all claims and demands whatsoever, except that in no event may indemnification be made in any case where the act or failure to act giving rise to the claim for indemnification is determined by a court to have constituted willful misconduct or recklessness. Section 8945 also provides that expenses incurred by a member, manager or other person in defending any action or proceeding against which indemnification may be made under Section 8945 may be paid by a limited liability company in advance of the final disposition of any action or proceeding upon receipt of an undertaking by or on behalf of such person to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the limited liability company.

Pathways Community Services LLC

The Limited Liability Company Operating Agreement of Pathways Community Services LLC provides that the company shall, to the fullest extent permitted under the Pennsylvania Act, indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding (including, without limitation, arbitration), by reason of the fact that the person is or was a manager, or a member, partner, manager, affiliate, officer, director, employee or agent of a manager, or an officer, employee or agent of the company or any person who is or was serving at the request of the manager or the company as a manager, member, partner, director, officer, employee or agent of another company or person ("Indemnifiable Person"), against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement actually incurred by it in connection with the action, suit or proceeding except by reason of the fraud or willful misconduct of such Indemnifiable Person, provided that such Indemnifiable Person acted in good faith and in a manner which it reasonably believed to be in or not opposed to the best interests of the company and, with respect to any criminal action or proceeding, did not reasonably believe its conduct was unlawful.

Notwithstanding the foregoing, indemnification may not be made for any claim, issue or matter as to which an Indemnifiable Person has been adjudged by a court of competent jurisdiction, after exhaustion of all appeals therefrom (or by an arbitrator in a final, binding judgment), to be liable to the company, or for amounts paid in settlement to the company, unless and only to the extent that the court in which the action or suit was brought (or such arbitrator) or other court of competent jurisdiction (or arbitrator) determines upon application that in view of all the circumstances of the case, the Indemnifiable Person is fairly and reasonably entitled to indemnity for such expenses as the court or arbitrator deems proper.

The limited liability company operating agreement also provides that reasonable expenses of the Indemnifiable Person incurred in defending a civil or criminal action, suit or proceeding may be paid by the company as they are incurred and in advance of the final disposition of the action, suit or proceeding upon receipt of an undertaking by or on behalf of the Indemnifiable Person to repay the amount if it is ultimately determined by a court of competent jurisdiction (or by an arbitrator in a final, binding judgment) that such person is not entitled to be indemnified by the company.

The limited liability company operating agreement further provides that the indemnification and advancement of expenses described above (i) does not exclude any other rights to which a person seeking indemnification or advancement of

expenses may be entitled (whether under contract or otherwise); (ii) continues for a person who has ceased to be an Indemnifiable Person; provided that the act or omission that is the subject of the claim took place prior to the cessation of such person's status as an Indemnifiable Person; (iii) inures to the benefit of the Indemnifiable Person's respective heirs, assignees, successors, executors and administrators and (iv) survives the dissolution of the company to the extent of any assets distributed by the company on that dissolution.

In addition to indemnification, the limited liability company operating agreement authorizes the company to purchase and maintain insurance or make other financial arrangements on behalf of any Indemnifiable Person for any liability asserted against that person and liability and expenses incurred by him or her in the capacity as an Indemnifiable Person, or arising out of his or her status as such.

The Virginia Corporation

Additional Registrant Family Preservation Services, Inc. is a corporation incorporated under the laws of the State of Virginia.

The Virginia Stock Corporation Act ("VSCA") empowers a corporation to indemnify an individual made a party to a proceeding because he is or was a director against liability incurred in the proceeding if: (1) he conducted himself in good faith; and (2) he reasonably believed (i) in the case of conduct in his official capacity with the corporation, that his conduct was in its best interests; and (ii) in all other cases, that his conduct was at least not opposed to its best interests; and (3) in the case of any criminal proceeding, he had no reasonable cause to believe his conduct was unlawful.

Unless limited by its articles of incorporation, a corporation must indemnify a director who entirely prevails in the defense of any proceeding to which he was a party because he is or was a director of the corporation against reasonable expenses incurred by him in connection with the proceeding. Under the VSCA, a corporation may pay for or reimburse the reasonable expenses incurred by a director who is a party to a proceeding in advance of the final disposition of the proceeding if: (1) the director furnishes the corporation a written affirmation of his good faith belief that he has met the standard of conduct described in Section 13.1-697 of the VSCA; and (2) the director furnishes the corporation an undertaking, executed personally or on his behalf, to repay the advance if the director is not entitled to mandatory indemnification under Section 13.1-698 of the VSCA and it is ultimately determined that he did not meet the relevant standard of conduct.

Unless a corporation's articles of incorporation provide otherwise, the corporation may indemnify and advance expenses to an officer of the corporation to the same extent as to a director. A corporation may also purchase and maintain on behalf of a director or officer insurance against liabilities incurred in such capacities, whether or not the corporation would have the power to indemnify him against the same liability under the VSCA.

Family Preservation Services, Inc.

The By-laws of Family Preservation Services, Inc. provide that the company shall indemnify its directors, officers and employees against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be made a party, or in which he may become involved, by reason of his being or having been a director, officer, employee or agent of the company or is or was serving at the request of the company as a director, officer, employee or agent of the corporation, partnership, joint venture, trust or enterprise, or any settlement thereof, whether or not he is a director, officer, employee or agent at the time such expenses are incurred, except in such cases wherein the director, officer, employee or agent is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification herein shall apply only when the board of directors approves such settlement and reimbursement as being for the best interests of the company. In addition, the bylaws require the company to provide to any person who is or was a director, officer, employee, or agent of the company or is or was serving at the request of the company as a director, officer, employee or agent of the company, partnership, joint venture, trust or enterprise, the indemnity against expenses of suit, litigation or other proceedings which is specifically permissible under applicable law. Lastly, the bylaws authorize the Board of Directors to direct the purchase of liability insurance by way of implementing the foregoing indemnity provisions.

Item 21. Exhibits and Financial Statement Schedules.

(a) Exhibits. The attached Index to Exhibits is incorporated herein by reference as part of this registration statement.

(b) Financial Statement Schedules. All schedules have been incorporated herein by reference or omitted because they are not applicable or not required.

Item 22. Undertakings.

(a) Each of the undersigned registrants hereby undertakes:

1. To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) To include any prospectus required by section 10(a)(3) of the Securities Act of 1933, as amended (the "Securities Act");

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) (§230.424(b) of this chapter) if, in the aggregate, the changes in volume and price represent no more than 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement.

2. That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

3. To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

4. That, for the purpose of determining liability under the Securities Act to any purchaser, each prospectus filed pursuant to Rule 424(b) as part of a registration statement relating to an offering, other than registration statements relying on Rule 430B or other than prospectuses filed in reliance on Rule 430A, shall be deemed to be part of and included in the registration statement as of the date it is first used after effectiveness. Provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such first use, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such date of first use.

5. That, for the purpose of determining liability of the registrant under the Securities Act to any purchaser in the initial distribution of the Securities, the undersigned registrant undertakes that in a primary offering of securities of the undersigned registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

(i) Any preliminary prospectus or prospectus of the undersigned registrants relating to the offering required to be filed pursuant to Rule 424;

(ii) Any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrants or used or referred to by the undersigned registrants;

(iii) The portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrants or the securities provided by or on behalf of the undersigned registrants; and

(iv) Any other communication that is an offer in the offering made by the undersigned registrants to the purchaser.

6. That, for purposes of determining any liability under the Securities Act, each filing of the registrant's annual report pursuant to section 13(a) or section 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act") (and, where applicable, each filing of an employee benefit plan's annual report pursuant to section 15(d) of the Exchange Act), that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

7. Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the registrants pursuant to the foregoing provisions, or otherwise, the registrants have been advised that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrants of expenses incurred or paid by a director, officer or controlling person of the registrants in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrants will, unless in the opinion of their counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by them is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

8. To respond to requests for information that is incorporated by reference into the prospectus pursuant to Items 4, 10(b), 11, or 13 of this Form, within one business day of receipt of such request, and to send the incorporated documents by first class mail or other equally prompt means. This includes information contained in documents filed subsequent to the effective date of the registration statement through the date of responding to the request.

9. To supply by means of a post-effective amendment all information concerning a transaction, and the company being acquired involved therein, that was not the subject of and included in the registration statement when it became effective.

SIGNATURES

Pursuant to the requirements of the Securities Act, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Long Beach, State of California, on the 15th day of August, 2016.

MOLINA HEALTHCARE, INC.

By: /s/ Joseph M. Molina, M.D.
Joseph M. Molina, M.D.
Chief Executive Officer

SIGNATURES AND POWERS OF ATTORNEY

Each person whose signature appears below hereby constitutes and appoints J. Mario Molina, M.D. and Jeff D. Barlow, and each of them, his or her true and lawful attorneys-in-fact and agents with full power or substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (1) amendments (including post-effective amendments) and additions to this registration statement, (2) registration statements, and any and all amendment thereto (including post-effective amendment), relating to the offering contemplated pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorneys-in-fact and agents full power and authority to do and perform each and every act and thing requisite and necessary to be done, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agents or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ Joseph M. Molina Joseph M. Molina, M.D.	Chairman of the Board, Chief Executive Officer, and President (Principal Executive Officer)	August 15, 2016
/s/ John C. Molina John C. Molina, J.D.	Director, Chief Financial Officer, and Treasurer (Principal Financial Officer)	August 15, 2016
/s/ Joseph W. White Joseph W. White	Chief Accounting Officer (Principal Accounting Officer)	August 15, 2016
/s/ Garrey E. Carruthers Garrey E. Carruthers, Ph.D.	Director	August 15, 2016
/s/ Daniel Cooperman Daniel Cooperman	Director	August 15, 2016
/s/ Charles Z. Fedak Charles Z. Fedak	Director	August 15, 2016
/s/ Frank E. Murray Frank E. Murray, M.D.	Director	August 15, 2016
/s/ Steven J. Orlando Steven J. Orlando	Director	August 15, 2016
/s/ Ronna E. Romney Ronna E. Romney	Director	August 15, 2016
/s/ Richard M. Schapiro Richard M. Schapiro	Director	August 15, 2016
/s/ Dale B. Wolf Dale B. Wolf	Director	August 15, 2016

SIGNATURES

Pursuant to the requirements of the Securities Act, the additional registrant named below has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Long Beach, State of California, on the 15th day of August, 2016.

AMERICANWORK, INC.

By: /s/ Terry P. Bayer
Terry P. Bayer
President

SIGNATURES AND POWERS OF ATTORNEY

Each person whose signature appears below hereby constitutes and appoints J. Mario Molina, M.D. and Jeff D. Barlow, and each of them, his true and lawful attorneys-in-fact and agents with full power or substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (1) amendments (including post-effective amendments) and additions to this registration statement, (2) registration statements, and any and all amendment thereto (including post-effective amendment), relating to the offering contemplated pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorneys-in-fact and agents full power and authority to do and perform each and every act and thing requisite and necessary to be done, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agents or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ Terry P. Bayer Terry P. Bayer	Director and President (Principal Executive Officer)	August 15, 2016
/s/ Joseph W. White Joseph W. White	Treasurer (Principal Financial and Accounting Officer)	August 15, 2016

SIGNATURES

Pursuant to the requirements of the Securities Act, the additional registrant named below has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Long Beach, State of California, on the 15th day of August, 2016.

CAMELOT CARE CENTERS, INC.

By: /s/ Terry P. Bayer
Terry P. Bayer
President

SIGNATURES AND POWERS OF ATTORNEY

Each person whose signature appears below hereby constitutes and appoints J. Mario Molina, M.D. and Jeff D. Barlow, and each of them, his true and lawful attorneys-in-fact and agents with full power or substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (1) amendments (including post-effective amendments) and additions to this registration statement, (2) registration statements, and any and all amendment thereto (including post-effective amendment), relating to the offering contemplated pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorneys-in-fact and agents full power and authority to do and perform each and every act and thing requisite and necessary to be done, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agents or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ Terry P. Bayer Terry P. Bayer	Director and President (Principal Executive Officer)	August 15, 2016
/s/ Joseph W. White Joseph W. White	Treasurer (Principal Financial and Accounting Officer)	August 15, 2016
/s/ Craig Bass Craig Bass	Director	August 15, 2016
/s/ David Vinkler David Vinkler	Director	August 15, 2016
/s/ Mike Fidgeon Mike Fidgeon	Director	August 15, 2016
/s/ Robert Gordon Robert Gordon	Director	August 15, 2016

SIGNATURES

Pursuant to the requirements of the Securities Act, the additional registrant named below has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Long Beach, State of California, on the 15th day of August, 2016.

CHILDREN'S BEHAVIORAL HEALTH, INC.

By: /s/ Terry P. Bayer
Terry P. Bayer
President

SIGNATURES AND POWERS OF ATTORNEY

Each person whose signature appears below hereby constitutes and appoints J. Mario Molina, M.D. and Jeff D. Barlow, and each of them, his true and lawful attorneys-in-fact and agents with full power or substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (1) amendments (including post-effective amendments) and additions to this registration statement, (2) registration statements, and any and all amendment thereto (including post-effective amendment), relating to the offering contemplated pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorneys-in-fact and agents full power and authority to do and perform each and every act and thing requisite and necessary to be done, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agents or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ Terry P. Bayer Terry P. Bayer	Director and President (Principal Executive Officer)	August 15, 2016
/s/ Joseph W. White Joseph W. White	Treasurer (Principal Financial and Accounting Officer)	August 15, 2016
/s/ Mike Fidgeon Mike Fidgeon	Director	August 15, 2016
/s/ Robert Gordon Robert Gordon	Director	August 15, 2016

SIGNATURES

Pursuant to the requirements of the Securities Act, the additional registrant named below has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Long Beach, State of California, on the 15th day of August, 2016.

COLLEGE COMMUNITY SERVICES

By: /s/ Terry P. Bayer
Terry P. Bayer
President

SIGNATURES AND POWERS OF ATTORNEY

Each person whose signature appears below hereby constitutes and appoints J. Mario Molina, M.D. and Jeff D. Barlow, and each of them, his true and lawful attorneys-in-fact and agents with full power or substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (1) amendments (including post-effective amendments) and additions to this registration statement, (2) registration statements, and any and all amendment thereto (including post-effective amendment), relating to the offering contemplated pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorneys-in-fact and agents full power and authority to do and perform each and every act and thing requisite and necessary to be done, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agents or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ Terry P. Bayer Terry P. Bayer	President (Principal Executive Officer)	August 15, 2016
/s/ Joseph W. White Joseph W. White	Treasurer (Principal Financial and Accounting Officer)	August 15, 2016
/s/ Susan Burns Susan Burns	Director	August 15, 2016
/s/ Ginny Romig Ginny Romig	Director	August 15, 2016

SIGNATURES

Pursuant to the requirements of the Securities Act, the additional registrant named below has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Long Beach, State of California, on the 15th day of August, 2016.

FAMILY PRESERVATION SERVICES, INC.

By: /s/ Terry P. Bayer
Terry P. Bayer
President

SIGNATURES AND POWERS OF ATTORNEY

Each person whose signature appears below hereby constitutes and appoints J. Mario Molina, M.D. and Jeff D. Barlow, and each of them, his true and lawful attorneys-in-fact and agents with full power or substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (1) amendments (including post-effective amendments) and additions to this registration statement, (2) registration statements, and any and all amendment thereto (including post-effective amendment), relating to the offering contemplated pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorneys-in-fact and agents full power and authority to do and perform each and every act and thing requisite and necessary to be done, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agents or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ Terry P. Bayer Terry P. Bayer	Director and President (Principal Executive Officer)	August 15, 2016
/s/ Joseph W. White Joseph W. White	Treasurer (Principal Financial and Accounting Officer)	August 15, 2016
/s/ Mike Fidgeon Mike Fidgeon	Director	August 15, 2016
/s/ Robert Gordon Robert Gordon	Director	August 15, 2016

SIGNATURES

Pursuant to the requirements of the Securities Act, the additional registrant named below has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Long Beach, State of California, on the 15th day of August, 2016.

FAMILY PRESERVATION SERVICES OF FLORIDA, INC.

By: /s/ Terry P. Bayer
Terry P. Bayer
President

SIGNATURES AND POWERS OF ATTORNEY

Each person whose signature appears below hereby constitutes and appoints J. Mario Molina, M.D. and Jeff D. Barlow, and each of them, his true and lawful attorneys-in-fact and agents with full power or substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (1) amendments (including post-effective amendments) and additions to this registration statement, (2) registration statements, and any and all amendment thereto (including post-effective amendment), relating to the offering contemplated pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorneys-in-fact and agents full power and authority to do and perform each and every act and thing requisite and necessary to be done, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agents or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ Terry P. Bayer Terry P. Bayer	Director and President (Principal Executive Officer)	August 15, 2016
/s/ Joseph W. White Joseph W. White	Treasurer (Principal Financial and Accounting Officer)	August 15, 2016
/s/ Mike Fidgeon Mike Fidgeon	Director	August 15, 2016
/s/ Robert Gordon Robert Gordon	Director	August 15, 2016

SIGNATURES

Pursuant to the requirements of the Securities Act, the additional registrant named below has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Long Beach, State of California, on the 15th day of August, 2016.

FAMILY PRESERVATION SERVICES OF NORTH CAROLINA, INC.

By: /s/ Terry P. Bayer
Terry P. Bayer
President

SIGNATURES AND POWERS OF ATTORNEY

Each person whose signature appears below hereby constitutes and appoints J. Mario Molina, M.D. and Jeff D. Barlow, and each of them, his true and lawful attorneys-in-fact and agents with full power or substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (1) amendments (including post-effective amendments) and additions to this registration statement, (2) registration statements, and any and all amendment thereto (including post-effective amendment), relating to the offering contemplated pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorneys-in-fact and agents full power and authority to do and perform each and every act and thing requisite and necessary to be done, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agents or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ Terry P. Bayer Terry P. Bayer	Director and President (Principal Executive Officer)	August 15, 2016
/s/ Joseph W. White Joseph W. White	Treasurer (Principal Financial and Accounting Officer)	August 15, 2016
/s/ Mike Fidgeon Mike Fidgeon	Director	August 15, 2016
/s/ Robert Gordon Robert Gordon	Director	August 15, 2016

SIGNATURES

Pursuant to the requirements of the Securities Act, the additional registrant named below has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Long Beach, State of California, on the 15th day of August, 2016.

MOLINA INFORMATION SYSTEMS, LLC

By: /s/ John C. Molina
John C. Molina
Chief Financial Officer

SIGNATURES AND POWERS OF ATTORNEY

Each person whose signature appears below hereby constitutes and appoints J. Mario Molina, M.D. and Jeff D. Barlow, and each of them, his true and lawful attorneys-in-fact and agents with full power or substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (1) amendments (including post-effective amendments) and additions to this registration statement, (2) registration statements, and any and all amendment thereto (including post-effective amendment), relating to the offering contemplated pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorneys-in-fact and agents full power and authority to do and perform each and every act and thing requisite and necessary to be done, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agents or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ Norm Nichols Norm Nichols	President (Principal Executive Officer)	August 15, 2016
/s/ John C. Molina John C. Molina	Sole Manager and Chief Financial Officer (Principal Financial and Accounting Officer)	August 15, 2016

SIGNATURES

Pursuant to the requirements of the Securities Act, the additional registrant named below has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Long Beach, State of California, on the 15th day of August, 2016.

MOLINA MEDICAL MANAGEMENT, INC.

By: /s/ Gloria Calderon
Gloria Calderon
President

SIGNATURES AND POWERS OF ATTORNEY

Each person whose signature appears below hereby constitutes and appoints J. Mario Molina, M.D. and Jeff D. Barlow, and each of them, his or her true and lawful attorneys-in-fact and agents with full power or substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (1) amendments (including post-effective amendments) and additions to this registration statement, (2) registration statements, and any and all amendment thereto (including post-effective amendment), relating to the offering contemplated pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorneys-in-fact and agents full power and authority to do and perform each and every act and thing requisite and necessary to be done, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agents or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ Gloria Calderon Gloria Calderon	Chairman of the Board and President (Principal Executive Officer)	August 15, 2016
/s/ Joseph W. White Joseph W. White	Vice President, Chief Financial Officer and Treasurer (Principal Financial and Accounting Officer)	August 15, 2016
/s/ Joann Zarza-Garrido Joann Zarza-Garrido	Director	August 15, 2016
/s/ Zackary Sanabia Zackary Sanabia	Director	August 15, 2016

SIGNATURES

Pursuant to the requirements of the Securities Act, the additional registrant named below has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Long Beach, State of California, on the 15th day of August, 2016.

MOLINA PATHWAYS, LLC

By: /s/ Craig Bass
Craig Bass
President

SIGNATURES AND POWERS OF ATTORNEY

Each person whose signature appears below hereby constitutes and appoints J. Mario Molina, M.D. and Jeff D. Barlow, and each of them, his true and lawful attorneys-in-fact and agents with full power or substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (1) amendments (including post-effective amendments) and additions to this registration statement, (2) registration statements, and any and all amendment thereto (including post-effective amendment), relating to the offering contemplated pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorneys-in-fact and agents full power and authority to do and perform each and every act and thing requisite and necessary to be done, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agents or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ Craig Bass Craig Bass	President and Manager (Principal Executive Officer)	August 15, 2016
/s/ John C. Molina John C. Molina	Chief Financial Officer (Principal Financial and Accounting Officer)	August 15, 2016
/s/ Terry P. Bayer Terry P. Bayer	Manager	August 15, 2016
/s/ Robert Gordon Robert Gordon	Manager	August 15, 2016

SIGNATURES

Pursuant to the requirements of the Securities Act, the additional registrant named below has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Long Beach, State of California, on the 15th day of August, 2016.

PATHWAYS COMMUNITY SERVICES LLC,
a Delaware limited liability company

By: /s/ Terry P. Bayer
Terry P. Bayer
President

SIGNATURES AND POWERS OF ATTORNEY

Each person whose signature appears below hereby constitutes and appoints J. Mario Molina, M.D. and Jeff D. Barlow, and each of them, his true and lawful attorneys-in-fact and agents with full power or substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (1) amendments (including post-effective amendments) and additions to this registration statement, (2) registration statements, and any and all amendment thereto (including post-effective amendment), relating to the offering contemplated pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorneys-in-fact and agents full power and authority to do and perform each and every act and thing requisite and necessary to be done, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agents or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ Terry P. Bayer Terry P. Bayer	Sole Manager and President (Principal Executive Officer)	August 15, 2016
/s/ Joseph W. White Joseph W. White	Treasurer (Principal Financial and Accounting Officer)	August 15, 2016

SIGNATURES

Pursuant to the requirements of the Securities Act, the additional registrant named below has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Long Beach, State of California, on the 15th day of August, 2016.

PATHWAYS COMMUNITY SERVICES LLC,
a Pennsylvania limited liability company

By: /s/ Terry P. Bayer
Terry P. Bayer
President

SIGNATURES AND POWERS OF ATTORNEY

Each person whose signature appears below hereby constitutes and appoints J. Mario Molina, M.D. and Jeff D. Barlow, and each of them, his true and lawful attorneys-in-fact and agents with full power or substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (1) amendments (including post-effective amendments) and additions to this registration statement, (2) registration statements, and any and all amendment thereto (including post-effective amendment), relating to the offering contemplated pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorneys-in-fact and agents full power and authority to do and perform each and every act and thing requisite and necessary to be done, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agents or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ Terry P. Bayer Terry P. Bayer	Sole Manager and President (Principal Executive Officer)	August 15, 2016
/s/ Joseph W. White Joseph W. White	Treasurer (Principal Financial and Accounting Officer)	August 15, 2016

SIGNATURES

Pursuant to the requirements of the Securities Act, the additional registrant named below has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Long Beach, State of California, on the 15th day of August, 2016.

PATHWAYS HEALTH AND COMMUNITY SUPPORT LLC

By: /s/ Terry P. Bayer
Terry P. Bayer
President

SIGNATURES AND POWERS OF ATTORNEY

Each person whose signature appears below hereby constitutes and appoints J. Mario Molina, M.D. and Jeff D. Barlow, and each of them, his true and lawful attorneys-in-fact and agents with full power or substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (1) amendments (including post-effective amendments) and additions to this registration statement, (2) registration statements, and any and all amendment thereto (including post-effective amendment), relating to the offering contemplated pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorneys-in-fact and agents full power and authority to do and perform each and every act and thing requisite and necessary to be done, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agents or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ Terry P. Bayer Terry P. Bayer	Sole Manager and President (Principal Executive Officer)	August 15, 2016
/s/ Joseph W. White Joseph W. White	Treasurer (Principal Financial and Accounting Officer)	August 15, 2016

SIGNATURES

Pursuant to the requirements of the Securities Act, the additional registrant named below has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Long Beach, State of California, on the 15th day of August, 2016.

PATHWAYS OF ARIZONA, INC.

By: /s/ Terry P. Bayer
Terry P. Bayer
President

SIGNATURES AND POWERS OF ATTORNEY

Each person whose signature appears below hereby constitutes and appoints J. Mario Molina, M.D. and Jeff D. Barlow, and each of them, his or her true and lawful attorneys-in-fact and agents with full power or substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (1) amendments (including post-effective amendments) and additions to this registration statement, (2) registration statements, and any and all amendment thereto (including post-effective amendment), relating to the offering contemplated pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorneys-in-fact and agents full power and authority to do and perform each and every act and thing requisite and necessary to be done, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agents or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ Terry P. Bayer Terry P. Bayer	Director and President (Principal Executive Officer)	August 15, 2016
/s/ Joseph W. White Joseph W. White	Treasurer (Principal Financial and Accounting Officer)	August 15, 2016
/s/ Craig Bass Craig Bass	Director	August 15, 2016
/s/ Mary Syiek Mary Syiek	Director	August 15, 2016
/s/ Mike Fidgeon Mike Fidgeon	Director	August 15, 2016
/s/ Robert Gordon Robert Gordon	Director	August 15, 2016

SIGNATURES

Pursuant to the requirements of the Securities Act, the additional registrant named below has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Long Beach, State of California, on the 15th day of August, 2016.

PATHWAYS OF IDAHO LLC

By: /s/ Terry P. Bayer
Terry P. Bayer
President

SIGNATURES AND POWERS OF ATTORNEY

Each person whose signature appears below hereby constitutes and appoints J. Mario Molina, M.D. and Jeff D. Barlow, and each of them, his true and lawful attorneys-in-fact and agents with full power or substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (1) amendments (including post-effective amendments) and additions to this registration statement, (2) registration statements, and any and all amendment thereto (including post-effective amendment), relating to the offering contemplated pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorneys-in-fact and agents full power and authority to do and perform each and every act and thing requisite and necessary to be done, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agents or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ Terry P. Bayer Terry P. Bayer	Sole Manager and President (Principal Executive Officer)	August 15, 2016
/s/ Joseph W. White Joseph W. White	Treasurer (Principal Financial and Accounting Officer)	August 15, 2016

SIGNATURES

Pursuant to the requirements of the Securities Act, the additional registrant named below has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Long Beach, State of California, on the 15th day of August, 2016.

PATHWAYS OF MAINE, INC.

By: /s/ Terry P. Bayer
Terry P. Bayer
President

SIGNATURES AND POWERS OF ATTORNEY

Each person whose signature appears below hereby constitutes and appoints J. Mario Molina, M.D. and Jeff D. Barlow, and each of them, his true and lawful attorneys-in-fact and agents with full power or substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (1) amendments (including post-effective amendments) and additions to this registration statement, (2) registration statements, and any and all amendment thereto (including post-effective amendment), relating to the offering contemplated pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorneys-in-fact and agents full power and authority to do and perform each and every act and thing requisite and necessary to be done, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agents or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ Terry P. Bayer Terry P. Bayer	Director and President (Principal Executive Officer)	August 15, 2016
/s/ Joseph W. White Joseph W. White	Treasurer (Principal Financial and Accounting Officer)	August 15, 2016
/s/ Mike Fidgeon Mike Fidgeon	Director	August 15, 2016
/s/ Robert Gordon Robert Gordon	Director	August 15, 2016

SIGNATURES

Pursuant to the requirements of the Securities Act, the additional registrant named below has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Long Beach, State of California, on the 15th day of August, 2016.

PATHWAYS OF MASSACHUSETTS LLC

By: /s/ Terry P. Bayer
Terry P. Bayer
President

SIGNATURES AND POWERS OF ATTORNEY

Each person whose signature appears below hereby constitutes and appoints J. Mario Molina, M.D. and Jeff D. Barlow, and each of them, his true and lawful attorneys-in-fact and agents with full power or substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (1) amendments (including post-effective amendments) and additions to this registration statement, (2) registration statements, and any and all amendment thereto (including post-effective amendment), relating to the offering contemplated pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorneys-in-fact and agents full power and authority to do and perform each and every act and thing requisite and necessary to be done, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agents or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ Terry P. Bayer Terry P. Bayer	Sole Manager and President (Principal Executive Officer)	August 15, 2016
/s/ Joseph W. White Joseph W. White	Treasurer (Principal Financial and Accounting Officer)	August 15, 2016

SIGNATURES

Pursuant to the requirements of the Securities Act, the additional registrant named below has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Long Beach, State of California, on the 15th day of August, 2016.

THE REDCO GROUP, INC.

By: /s/ Terry P. Bayer
Terry P. Bayer
President

SIGNATURES AND POWERS OF ATTORNEY

Each person whose signature appears below hereby constitutes and appoints J. Mario Molina, M.D. and Jeff D. Barlow, and each of them, his true and lawful attorneys-in-fact and agents with full power or substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all (1) amendments (including post-effective amendments) and additions to this registration statement, (2) registration statements, and any and all amendment thereto (including post-effective amendment), relating to the offering contemplated pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, and hereby grants to such attorneys-in-fact and agents full power and authority to do and perform each and every act and thing requisite and necessary to be done, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agents or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ Terry P. Bayer Terry P. Bayer	Director and President (Principal Executive Officer)	August 15, 2016
/s/ Joseph W. White Joseph W. White	Treasurer (Principal Financial and Accounting Officer)	August 15, 2016
/s/ Mike Fidgeon Mike Fidgeon	Director	August 15, 2016
/s/ Robert Gordon Robert Gordon	Director	August 15, 2016

INDEX TO EXHIBITS

Exhibit Number	Description	Method of Filing
3.1	Certificate of Incorporation of Molina Healthcare, Inc.	Filed as Exhibit 3.2 to registrant's Registration Statement on Form S-1 filed December 30, 2002.
3.2	Certificate of Amendment to Certificate of Incorporation of Molina Healthcare, Inc.	Filed as Exhibit 3.1 to registrant's Form 10-Q filed July 25, 2013.
3.3	Third Amended and Restated Bylaws of Molina Healthcare Inc.	Filed as Exhibit 3.1 to registrant's Form 10-Q filed July 30, 2014.
3.4	Certificate of Incorporation of AmericanWork, Inc.	Filed herewith.
3.5	Bylaws of AmericanWork, Inc.	Filed herewith.
3.6	Articles of Incorporation of Camelot Care Centers, Inc.	Filed herewith.
3.7	Amended and Restated Bylaws of Camelot Care Centers, Inc.	Filed herewith.
3.8	Articles of Incorporation of Children's Behavioral Health, Inc.	Filed herewith.
3.9	Bylaws of Children's Behavioral Health, Inc.	Filed herewith.
3.10	Articles of Incorporation of College Community Services	Filed herewith.
3.11	Amended and Restated Bylaws of College Community Services	Filed herewith.
3.12	Articles of Incorporation of Family Preservation Services, Inc.	Filed herewith.
3.13	By-laws of Family Preservation Services, Inc.	Filed herewith.
3.14	Articles of Incorporation of Family Preservation Services of Florida, Inc.	Filed herewith.
3.15	Bylaws of Family Preservation Services of Florida, Inc.	Filed herewith.
3.16	Articles of Incorporation of Family Preservation Services of North Carolina, Inc.	Filed herewith.
3.17	Bylaws of Family Preservation Services of North Carolina, Inc.	Filed herewith.
3.18	Articles of Organization of Molina Information Systems, LLC	Filed herewith.
3.19	Operating Agreement for Molina Information Systems, LLC	Filed herewith.
3.20	Amended and Restated Articles of Incorporation of Molina Medical Management, Inc.	Filed herewith.
3.21	Amended and Restated Bylaws of Molina Medical Management, Inc.	Filed herewith.
3.22	Certificate of Formation of Molina Pathways, LLC	Filed herewith.
3.23	Limited Liability Company Operating Agreement of Molina Pathways, LLC	Filed herewith.
3.24	Certificate of Formation of Pathways Community Services LLC (Delaware)	Filed herewith.
3.25	Amended and Restated Limited Liability Company Operating Agreement of Pathways Community Services LLC (Delaware)	Filed herewith.
3.26	Certificate of Organization of Pathways Community Services, LLC (Pennsylvania)	Filed herewith.
3.27	Limited Liability Company Operating Agreement of Pathways Community Services LLC (Pennsylvania)	Filed herewith.
3.28	Certificate of Formation of Pathways Health and Community Support LLC	Filed herewith.
3.29	Amended and Restated Limited Liability Company Agreement of Pathways Health and Community Support LLC	Filed herewith.
3.30	Articles of Incorporation of Pathways of Arizona, Inc.	Filed herewith.
3.31	Bylaws of Pathways of Arizona, Inc.	Filed herewith.
3.32	Certificate of Formation of Pathways of Idaho LLC	Filed herewith.
3.33	Limited Liability Company Agreement of Pathways of Idaho LLC	Filed herewith.

3.34	Articles of Incorporation of Pathways of Maine, Inc.	Filed herewith.
3.35	Bylaws of Pathways of Maine, Inc.	Filed herewith.
3.36	Certificate of Formation of Pathways of Massachusetts LLC	Filed herewith.
3.37	Limited Liability Company Agreement of Pathways of Massachusetts LLC	Filed herewith.
3.38	Amended and Restated Articles of Incorporation of The Redco Group, Inc.	Filed herewith.
3.39	Amended and Restated Bylaws of The Redco Group, Inc.	Filed herewith.
4.1	Indenture, dated as of November 10, 2015, by and among Molina Healthcare, Inc., the guarantor parties thereto and U.S. Bank National Association, as Trustee	Filed as Exhibit 4.1 to registrant's Form 8-K filed November 10, 2015.
4.2	First Supplemental Indenture, dated as of February 18, 2016, by and among Molina Healthcare, Inc., the guarantor parties thereto and U.S. Bank National Association, as Trustee	Filed as Exhibit 4.1 to registrant's Form 8-K filed February 18, 2016.
4.3	Form of 5.375% Senior Notes Due 2022 (Original Note)	Filed as Exhibit 4.1 to registrant's Form 8-K filed November 10, 2015.
4.4	Form of 5.375% Senior Notes Due 2022 (Exchange Note)	Filed as Exhibit 4.1 to registrant's Form 8-K filed November 10, 2015.
4.5	Form of Notation of Guarantee	Filed as Exhibit 4.1 to registrant's Form 8-K filed November 10, 2015.
4.6	Registration Rights Agreement, dated November 10, 2015, by and among Molina Healthcare, Inc., the guarantor parties thereto and SunTrust Robinson Humphrey, Inc., as representative of the Initial Purchasers (as defined therein)	Filed as Exhibit 4.4 to registrant's Form 8-K filed November 10, 2015.
5.1	Opinion of Boutin Jones Inc.	Filed herewith.
5.2	Opinion of Sheppard, Mullin, Richter & Hampton LLP	Filed herewith.
5.3	Opinion of Sheppard, Mullin, Richter & Hampton LLP	Filed herewith.
5.4	Opinion of Dickinson Wright PLLC	Filed herewith.
5.5	Opinion of Dickinson Wright PLLC	Filed herewith.
5.6	Opinion of Cozen O'Connor	Filed herewith.
5.7	Opinion of Bernstein, Shur, Sawyer & Nelson, P.A.	Filed herewith.
5.8	Opinion of Nelson Mullins Riley & Scarborough, LLP	Filed herewith.
12.1	Computation of Ratio of Earnings to Fixed Charges	Filed herewith.
21.1	List of Subsidiaries	Filed herewith.
23.1	Consent of Independent Registered Public Accounting Firm	Filed herewith.
23.2	Consent of Boutin Jones Inc.	Included in Exhibit 5.1.
23.3	Consent of Sheppard, Mullin, Richter & Hampton LLP	Included in Exhibit 5.2.
23.4	Consent of Sheppard, Mullin, Richter & Hampton LLP	Included in Exhibit 5.3.
23.5	Consent of Dickinson Wright PLLC	Included in Exhibit 5.4.
23.6	Consent of Dickinson Wright PLLC	Included in Exhibit 5.5.
23.7	Consent of Cozen O'Connor	Included in Exhibit 5.6.
23.8	Consent of Bernstein, Shur, Sawyer & Nelson, P.A.	Included in Exhibit 5.7.
23.9	Consent of Nelson Mullins Riley & Scarborough, LLP	Included in Exhibit 5.8.
24.1	Powers of Attorney	Included on signature pages hereto.
25.1	Form T-1 Statement of Eligibility of Trustee	Filed herewith.
99.1	Form of Letter of Transmittal	Filed herewith.
99.2	Form of Notice of Guaranteed Delivery	Filed herewith.
99.3	Form of Notice to Registered Holders	Filed herewith.
99.4	Form of Notice to Clients	Filed herewith.

CERTIFICATE OF INCORPORATION
OF
AmericanWork, Inc.

FIRST: The name of the Corporation is AmericanWork, Inc.

SECOND: Its registered office is to be located at 1220 N. Market Street, Suite 606, in the City of Wilmington, County of New Castle, Delaware The registered agent is American Incorporators Ltd. whose address is the same as above.

THIRD: The nature of business and purpose of the organization is to engage in any lawful act or activity for which corporations may be organized under the Delaware General Corporation Laws.

FOURTH: The total number of shares of stock which the corporation shall have authority to issue is two thousand (2000). All such shares are to be without par value and are to be of one class.

FIFTH: The name and address of the incorporator are as follows:

Amanda P. Conway
Suite 606
1220 N. Market St.
Wilmington, DE 19801

SIXTH: The powers of the undersigned incorporator will terminate upon filing of the certificate of incorporation. The name and mailing address of the person(s) who will serve as initial director(s) until the first annual meeting of stockholders or until a successor(s) is elected and qualified are:

Kenneth Whiddon
108 Jefferson Pkwy, #510
Newnan, GA 30263

SEVENTH: Each person who serves or who has served as a director shall not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, provided that this provision shall not eliminate or limit the liability of a director: (i) for any breach of loyalty to the corporation or its stockholders: (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law: (iii) for unlawful payment of dividend or unlawful stock purchase or redemption as such liability is imposed under Section 174 of the General Corporation Laws of Delaware; or (iv) for any transaction from which the director derived an improper personal benefit.

I, THE UNDERSIGNED, for the purpose of forming a corporation under the laws of the State of Delaware, do make, file and record this certificate, and do certify that the facts stated herein are true, and I have accordingly set my hand.

/s/Amanda P. Conway
Amanda P. Conway
INCORPORATOR

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 07/02/1999
991272059 - 3065028

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 03/29/2000
001159614 - 3065028

Certificate of Amendment
of
Certificate of Incorporation

AmericanWork, Inc., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware, **DOES HEREBY CERTIFY**:

FIRST: That at a meeting of the Board of Directors of AmericanWork, Inc., the following resolution was duly adopted setting forth a proposed amendment of the Certificate of Incorporation of said corporation, declaring said amendment to be advisable and consent of the stockholders of said corporation for consideration thereof. The resolution acting forth the proposed amendment is as follows:

RESOLVED, that the Certificate of Incorporation of this corporation be amended by changing the Article thereof numbered "FOURTH" so that, as amended, said Article shall be and read as follows:

The total number of shares of stock which the corporation shall have authority to issue is four thousand (4,000). All such shares are to be without par value and are to be of one class.

SECOND: That said amendment was duly adopted in accordance with the provisions of section 242 of the General Corporation Law of the State of Delaware.

THIRD: That the capital of said corporation shall not be reduced under or by reason of said amendment.

IN WITNESS THEREOF, said AmericanWork, Inc., has caused this certificate to be signed by the President, Kenneth Whiddon, this 29th day of March, 2000.

By: /s/ Kenneth Whiddon
Kenneth Whiddon, President

AMERICANWORK, INC.

*****

BYLAWS

*****

ARTICLE I
OFFICES

Section 1. The registered office shall be in the City of Wilmington, County of New Castle, State of Delaware.

Section 2. The corporation may also have offices at such other places both within and without the State of Delaware as the board of directors may from time to time determine or the business of the corporation may require.

ARTICLE II
MEETINGS OF STOCKHOLDERS

Section 1. All meetings of the stockholders for the election of directors shall be held at such place as may be fixed from time to time by the board of directors, or at such other place either within or without the State of Delaware as shall be designated from time to time by the board of directors and stated in the notice of the meeting. Meetings of stockholders for any other purpose may be held at such time and place, within or without the State of Delaware, as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

The board of directors may, in its sole discretion, determine that the meeting shall not be held at any place, but may instead be held solely by means of remote communication as authorized by Section 211(a)(2) of the General Corporation Law of Delaware. If so authorized, and subject to such guidelines and procedures as the board of directors may adopt, stockholders and proxyholders not physically present at a meeting of stockholders may, by means of remote communication, participate in a meeting of stockholders and be deemed present in person and vote at a meeting of stockholders whether such meeting is to be held at a designated place or solely by means of remote communication, provided that (i) the corporation shall implement reasonable measures to verify that each person deemed present and permitted to vote at the meeting by means of remote communication is a stockholder or proxyholder, (ii) the corporation shall implement reasonable measures to provide such stockholders and proxyholders a reasonable opportunity to participate in the meeting and to vote on matters submitted to the stockholders, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with such proceedings, and (iii) if any stockholder or proxyholder votes or takes other action at the meeting by means of remote communication, a record of such vote or other action shall be maintained by the corporation.

Section 2. Annual meetings of stockholders, commencing with the year 2006 shall be held at such date and time as shall be designated from time to time by the board of directors

and stated in the notice of the meeting, at which they shall elect by a plurality vote a board of directors, and transact such other business as may properly be brought before the meeting.

Section 3. Written notice of the annual meeting stating the place if any, date and hour of the meeting, and the means of remote communication, if any, by which stockholders and proxyholders may be deemed to be present in person and vote at such meeting, shall be given to each stockholder entitled to vote at such meeting not less than ten (10) nor more than sixty (60) days before the date of the meeting.

Section 4. The officer who has charge of the stock ledger of the corporation shall prepare and make, at least ten days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting for a period of at least ten days prior to the meeting: (i) on a reasonably accessible electronic network, provided that the information required to gain access to such list is provided with the notice of the meeting, or (ii) during ordinary business hours, at the principal place of business of the corporation. In the event that the corporation determines to make the list available on an electronic network, the corporation may take reasonable steps to ensure that such information is available only to stockholders of the corporation. If the meeting is to be held at a place, then the list shall be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is present. If the meeting is to be held solely by means of remote communication, then the list shall also be open to the examination of any stockholder during the whole time of the meeting on a reasonably accessible electronic network, and the information required to access such list shall be provided with the notice of the meeting.

Section 5. Special meetings of the stockholders, for any purpose or purposes, unless otherwise prescribed by statute or by the certificate of incorporation, may be called by the president and shall be called by the president or secretary at the request in writing of a majority of the board of directors, or at the request in writing of stockholders owning a majority in amount of the entire capital stock of the corporation issued and outstanding and entitled to vote. Such request shall state the purpose or purposes of the proposed meeting.

Section 6. Written notice of a special meeting stating the place if any, date and hour of the meeting, and the means of remote communication, if any, by which stockholders and proxyholders may be deemed to be present in person and vote at such meeting, and the purpose or purposes for which the meeting is called, shall be given not less than <<Min Notice for Special Meeting>> nor more than <<Max Notice for Special Meeting>> days before the date of the meeting, to each stockholder entitled to vote at such meeting.

Section 7. Business transacted at any special meeting of stockholders shall be limited to the purposes stated in the notice.

Section 8. The holders of a majority of the stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business except as otherwise provided by statute or by the certificate of incorporation. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall

be present or represented. 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. If the adjournment is for more than thirty days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting.

Section 9. When a quorum is present at any meeting, the vote of the holders of a majority of the stock having voting power present in person or represented by proxy shall decide any question brought before such meeting, unless the question is one upon which by express provision of the statutes or of the certificate of incorporation, a different vote is required in which case such express provision shall govern and control the decision of such question.

Section 10. Unless otherwise provided in the certificate of incorporation, each stockholder shall at every meeting of the stockholders be entitled to one vote in person or by proxy for each share of the capital stock having voting power held by such stockholder, but no proxy shall be voted on after three years from its date, unless the proxy provides for a longer period.

Section 11. Unless otherwise provided in the certificate of incorporation, any action required to be taken at any annual or special meeting of stockholders of the corporation, or any action which may be taken at any annual or special meeting of such stockholders, may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing. Stockholders may, unless the certificate of incorporation otherwise provides, act by written consent to elect directors; provided, however, that if such consent is less than unanimous, such action by written consent may be in lieu of holding an annual meeting only if all of the directorships to which directors could be elected at an annual meeting held at the effective time of such action are vacant and are filled by such action.

A telegram, cablegram or other electronic transmission consenting to an action to be taken and transmitted by a stockholder or proxyholder, or by a person or persons authorized to act for a stockholder or proxyholder, shall be deemed to be written, signed and dated for the purposes herein, provided that any such telegram, cablegram or other electronic transmission sets forth or is delivered with information from which the corporation can determine (A) that the telegram, cablegram or other electronic transmission was transmitted by the stockholder or proxyholder or by a person or persons authorized to act for the stockholder or proxyholder and (B) the date on which such stockholder or proxyholder or authorized persons or persons transmitted such telegram, cablegram or other electronic transmission. The date on which such telegram, cablegram or electronic transmission is transmitted shall be deemed to be the date on which such consent was signed. No consent given by telegram, cablegram or electronic transmission shall be deemed to have been delivered until such consent is reproduced in paper form and until such paper form shall be delivered in accordance with Section 228 of the General Corporation Law of Delaware, to the corporation by delivery to its registered office in Delaware, its principal place of business or an officer or agent of the corporation having custody of the book in which proceedings of meetings of stockholders are recorded. Any copy, facsimile or other reliable reproduction of a consent in writing may be substituted or used in lieu of the

original writing for any and all such purposes for which the original writing could be used, provided that such copy, facsimile or other reproduction shall be a complete reproduction of the entire original writing.

ARTICLE III
DIRECTORS

Section 1. The number of directors which shall constitute the whole board shall be one. The directors shall be elected at the annual meeting of the stockholders, except as provided in Section 2 of this Article, and each director elected shall hold office until his successor is elected and qualified. Directors need not be stockholders.

Section 2. Vacancies and newly created directorships resulting from any increase in the authorized number of directors may be filled by a majority of the directors then in office, though less than a quorum, or by a sole remaining director, and the directors so chosen shall hold office until the next annual election and until their successors are duly elected and shall qualify, unless sooner displaced. If there are no directors in office, then an election of directors may be held in the manner provided by statute. If, at the time of filling any vacancy or any newly created directorship, the directors then in office shall constitute less than a majority of the whole board (as constituted immediately prior to any such increase), the Court of Chancery may, upon application of any stockholder or stockholders holding at least ten percent of the total number of the shares at the time outstanding having the right to vote for such directors, summarily order an election to be held to fill any such vacancies or newly created directorships, or to replace the directors chosen by the directors then in office.

Section 3. The business of the corporation shall be managed by or under the direction of its board of directors which may exercise all such powers of the corporation and do all such lawful acts and things as are not by statute or by the certificate of incorporation or by these bylaws directed or required to be exercised or done by the stockholders.

Section 4. The board of directors of the corporation may hold meetings, both regular and special, either within or without the State of Delaware.

Section 5. The first meeting of each newly elected board of directors shall be held at such time and place as shall be fixed by the vote of the stockholders at the annual meeting and no notice of such meeting shall be necessary to the newly elected directors in order legally to constitute the meeting, provided a quorum shall be present. In the event of the failure of the stockholders to fix the time or place of such first meeting of the newly elected board of directors, or in the event such meeting is not held at the time and place so fixed by the stockholders, the meeting may be held at such time and place as shall be specified in a notice given as hereinafter provided for special meetings of the board of directors, or as shall be specified in a written waiver signed by all of the directors.

Section 6. Regular meetings of the board of directors may be held without notice at such time and at such place as shall from time to time be determined by the board.

Section 7. Special meetings of the board may be called by the president on two (2) business days' notice to each director, either personally or by mail or by facsimile communication; special meetings shall be called by the president or secretary in like manner and on like notice on the written request of two directors unless the board consists of only one director; in which case special meetings shall be called by the president or secretary in like manner and on like notice on the written request of the sole director.

Section 8. At all meetings of the board, a majority of directors shall constitute a quorum for the transaction of business and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the board of directors, except as may be otherwise specifically provided by statute or by the certificate of incorporation. If a quorum shall not be present at any meeting of the board of directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 9. Unless otherwise restricted by the certificate of incorporation or these bylaws, any action required or permitted to be taken at any meeting of the board of directors or of any committee thereof may be taken without a meeting, if all members of the board or committee, as the case may be, consent thereto in writing or electronic transmission, and the writing or writings or electronic transmission or transmissions are filed with the minutes of proceedings of the board or committee. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.

Section 10. Unless otherwise restricted by the certificate of incorporation or these bylaws, members of the board of directors, or any committee designated by the board of directors, may participate in a meeting of the board of directors, or any committee, by means of conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other, and such participation in a meeting shall constitute presence in person at the meeting.

Section 11. The board of directors may designate 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.

In the absence or disqualification of a member of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not the member or members constitute a quorum, may unanimously appoint another member of the board of directors to act at the meeting in the place of any such absent or disqualified member.

Any such committee, to the extent provided in the resolution of the board of directors, shall have and may exercise all the powers and authority of the board of directors in the management of the business and affairs of the corporation, and may authorize the seal of the corporation to be affixed to all papers which may require it; but no such committee shall have the power or authority in reference to the following matters: (i) approving or adopting, or recommending to the stockholders, any action or matter expressly required by the General Corporation Law of Delaware to be submitted to stockholders for approval or (ii) adopting, amending or repealing any by-law of the corporation. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the board of directors.

Section 12. Each committee shall keep regular minutes of its meetings and report the same to the board of directors when required.

Section 13. Unless otherwise restricted by the certificate of incorporation or these bylaws, the board of directors shall have the authority to fix the compensation of directors. The directors may be paid their expenses, if any, of attendance at each meeting of the board of directors and may be paid a fixed sum for attendance at each meeting of the board of directors or a stated salary as director. No such payment shall preclude any director from serving the corporation in any other capacity and receiving compensation therefor. Members of special or standing committees may be allowed like compensation for attending committee meetings.

Section 14. Unless otherwise restricted by the certificate of incorporation or by law, any director or the entire board of directors may be removed, with or without cause, by the holders of a majority of shares entitled to vote at an election of directors.

ARTICLE IV
NOTICES

Section 1. Whenever, under the provisions of the statutes or of the certificate of incorporation or of these bylaws, notice is required to be given to any director or stockholder, it shall not be construed to mean personal notice, but such notice may be given in writing, by mail, addressed to such director or stockholder, at his address as it appears on the records of the corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Notice to directors may also be given by facsimile telecommunication. Notice may also be given to stockholders by a form of electronic transmission in accordance with and subject to the provisions of Section 232 of the General Corporation Law of Delaware.

Section 2. Whenever any notice is required to be given under the provisions of the statutes or of the certificate of incorporation or of these bylaws, a waiver thereof in writing, signed by the person or persons entitled to notice or a waiver by electronic transmission by the person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE V
OFFICERS

Section 1. The officers of the corporation shall be chosen by the board of directors and shall be a president, a vice-president, a secretary and a treasurer. The board of directors may also choose additional vice-presidents, and one or more assistant secretaries and assistant treasurers. Any number of offices may be held by the same person, unless the certificate of incorporation or these bylaws otherwise provide.

Section 2. The board of directors at its first meeting after each annual meeting of stockholders shall choose a president, one or more vice-presidents, a secretary and a treasurers. Any number of offices may be held by the same person, unless the certificate of incorporation or these bylaws otherwise provide.

Section 3. The board of directors may appoint such other officers and agents as it shall deem necessary who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the board.

Section 4. The salaries of all officers and agents of the corporation shall be fixed by the board of directors.

Section 5. The officers of the corporation shall hold office until their successors are chosen and qualify. 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 board of directors. Any vacancy occurring in any office of the corporation shall be filled by the board of directors.

Section 6. The president shall be the chief executive officer of the corporation, shall preside at all meetings of the stockholders and the board of directors, shall have general and active management of the business of the corporation and shall see that all orders and resolutions of the board of directors are carried into effect.

Section 7. He shall execute bonds, mortgages and other contracts requiring a seal, under the seal of the corporation, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the board of directors to some other officer or agent of the corporation.

Section 8. In the absence of the president or in the event of his inability or refusal to act, the vice-president (or in the event there be more than one vice-president, the vice-presidents in the order designated by the directors, or in the absence of any designation, then in the order of their election) shall perform the duties of the president, and when so acting, shall have all the powers of and be subject to all the restrictions upon the president. The vice presidents shall perform such other duties and have such other powers as the board of directors may from time to time prescribe.

Section 9. The secretary shall attend all meetings of the board of directors and all meetings of the stockholders and record all the proceedings of the meetings of the corporation and of the board of directors in a book to be kept for that purpose and shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the board of directors, and shall perform such other duties as may be prescribed by the board of directors or president, under whose supervision he shall be. He shall have custody of the corporate·seal of the corporation and he, or an assistant secretary, 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. The board of directors may give general authority to any other officer to affix the seal of the corporation and to attest the affixing by his signature.

Section 10. The assistant secretary, or if there be more than one, the assistant secretaries in the order determined by the board of directors (or if there be no such determination, then in the order of their election) shall, in the absence of the secretary or in the event of his inability or refusal to act, perform the duties and exercise the powers of the secretary and shall perform such other duties and have such other powers as the board of directors may from time to time prescribe.

Section 11. The treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the board of directors.

Section 12. He shall disburse the funds of the corporation as may be ordered by the board of directors, taking proper vouchers for such disbursements, and shall render to the president and the board of directors, at its regular meetings, or when the board of directors so requires, an account of all his transactions as treasurer and of the financial condition of the corporation.

Section 13. If required by the board of directors, he shall give the corporation a bond (which shall be renewed every six years) in such sum and with such surety or sureties as shall be satisfactory to the board of directors for the faithful performance of the duties of his office and for the restoration to the corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the corporation.

Section 14. The assistant treasurer, or if there shall be more than one, the assistant treasurers in the order determined by the board of directors (or if there be no such determination, then in the order of their election) shall, in the absence of the treasurer or in the event of his inability or refusal to act, perform the duties and exercise the powers of the treasurer and shall perform such other duties and have such other powers as the board of directors may from time to time prescribe.

ARTICLE VI
CERTIFICATES FOR SHARES

Section 1. The shares of the corporation shall be represented by a certificate or shall be uncertificated. Certificates shall be signed by, or in the name of the corporation by, the chairman or vice-chairman of the board of directors, or the president or a vice-president, and by the treasurer- or an assistant treasurer, or the secretary or an assistant secretary of the corporation.

Section 2. Any of or all the signatures on a certificate may be facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. The board of directors may direct a new certificate or certificates or uncertificated shares to be issued in place of any certificate or certificates theretofore issued by the corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate or certificates or uncertificated shares, the board of directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate or certificates, or his legal representative, to advertise the same in such manner as it shall require and/or to give the corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Upon surrender to the corporation or the transfer agent of the corporation of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignation or authority to transfer, it shall be the duty of the corporation to issue a new certificate to the person entitled thereto, cancel the old certificate and record the transaction upon its books. Upon receipt of proper transfer instructions from the registered owner of uncertificated shares, such uncertificated shares shall be cancelled and issuance of new equivalent uncertificated shares or certificated shares shall be made to the person entitled thereto and the transaction shall be recorded upon the books of the corporation.

Section 5. In order that the corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the board of directors may fix, in advance, a record date, which shall not be more than sixty nor less than ten days before the date of such meeting, nor more than sixty days prior to any other action. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting: provided, however, that the board of directors may fix a new record date for the adjourned meeting.

Section 6. The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of Delaware.

ARTICLE VII
GENERAL PROVISIONS DIVIDENDS

Section 1. Dividends upon the capital stock of the corporation, subject to the provisions of the certificate of incorporation, if any, may be declared by the board of directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property, or in shares of the capital stock, subject to the provisions of the certificate of incorporation.

Section 2. Before payment of any dividend, there may be set aside out of any funds of the corporation available for dividends such sum or sums as the directors from time to time, in their absolute discretion, think proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the corporation, or for such other purpose as the directors shall think conducive to the interest of the corporation, and the directors may modify or abolish any such reserve in the manner in which it was created.

Section 3. The board of directors shall present at each annual meeting, and at any special meeting of the stockholders when called for by vote of the stockholders, a full and clear statement of the business and condition of the corporation.

Section 4. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the board of directors may from time to time designate.

Section 5. The fiscal year of the corporation shall be fixed by resolution of the board of directors.

Section 6. The corporate seal shall have inscribed thereon the name of the corporation, the year of its organization and the words "Corporate Seal, Delaware". The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 7. The corporation shall indemnify its officers, directors, employees and agents to the extent permitted by the General Corporation Law of Delaware.

ARTICLE VIII
AMENDMENTS

Section 1. These bylaws may be altered, amended or repealed or new bylaws may be adopted by the stockholders or by the board of directors, when such power is conferred upon the board of directors by the certificate of incorporation, at any regular meeting of the stockholders or of the board of directors or at any special meeting of the stockholders or of the board of directors if notice of such alteration, amendment, repeal or adoption of new bylaws be contained in the notice of such special meeting. If the power to adopt, amend or repeal bylaws is conferred upon the board of directors by the certificate of incorporation, it shall not divest or limit the power of the stockholders to adopt, amend or repeal bylaws.

BCA-2.10 (Rev. Jul. 1984)

Submit in Duplicate

Payment must be made by Certified Check, Cashiers' Check or Money Order, payable to "Secretary of State". DO NOT SEND CASH!

JIM EDGAR
Secretary of State
State of Illinois

ARTICLES OF INCORPORATION

File #

This Space For Use By Secretary of State

Date 7-18-86

License Fee $ 150
Franchise Tax $250.00
Filing Fee $75.00

Clerk 100.50

Pursuant to the provisions of "The Business Corporation Act of 1983", the undersigned incorporator(s) hereby adopt the following Articles of Incorporation.

ARTICLE ONE The name of the corporation is Camelot Care Centers, Inc.

(Shall contain the word "corporation", "company", "incorporated", "limited", or an abbreviation thereof)

ARTICLE TWO The name and address of the initial registered agent and its registered office are:

Registered Agent: Najeh (First Name) Chalache (Middle Name) (Last Name)

Registered Office: 1502 (Number) Northwest Highway (Street) (Suite # (A P.O. Box alone is not acceptable))

Palatine, Illinois 60069 (City, Zip Code) Cook (County)

ARTICLE THREE The purpose or purposes for which the corporation is organized are:
If not sufficient space to cover this point, add one or more sheets of this size.

To engage in the business of provinding residential care, education, training, counselling, and developmental rehabilitation recreation for young people.

The transaction of any or all lawful business for which corporations may be incorporated under the Illinois Business Coropration Act.

(18)

ARTICLE FOUR Paragraph 1: The authorized shares shall be:

Class	*Par Value per share	Number of shares authorized
Common	$1.00	500,000

Paragraph 2: The preferences, qualifications, limitations, restrictions and the special or relative rights in respect of the shares of each class are:
If not sufficient space to cover this point, add one or more sheets of this size.

ARTICLE FIVE The number of shares to be issued initially, and the consideration to be received by the corporation therefor, are:

Class	*Par Value per share	Number of shares proposed to be issued	Consideration to be received therefor
Common	$1.00	1,000	$ 1,000.00
			$
			$
			$
		TOTAL	$ 1,000.00

*A declaration as to a "par value" is optional. This space may be marked "n/a" when no reference to a par value is desired.

5431-936-3

2126 1 0572

ARTICLE SIX *OPTIONAL*

The number of directors constituting the initial board of directors of the corporation is two (2), and the names and addresses of the persons who are to serve as directors until the first annual meeting of shareholders or until their successors be elected and qualify are:

Name	Residential Address
James S. Spicer	1502 Northwest Highway, Palatine, IL 60067
Shirley Spicer	1502 Northwest Highway, Palatine, IL 60067

ARTICLE SEVEN *OPTIONAL*

(a) It is estimated that the value of all property to be owned by the corporation for the following year wherever located will be: $ _____

(b) It is estimated that the value of the property to be located within the State of Illinois during the following year will be: $ _____

(c) It is estimated that the gross amount of business which will be transacted by the corporation during the following year will be: $ _____

(d) It is estimated that the gross amount of business which will be transacted from places of business in the State of Illinois during the following year will be: $ _____

ARTICLE EIGHT *OTHER PROVISIONS*

Attach a separate sheet of this size for any other provision to be included in the Articles of Incorporation, e.g., authorizing pre-emptive rights; denying cumulative voting; regulating internal affairs; voting majority requirements; fixing a duration other than perpetual; etc.

NAMES & ADDRESSES OF INCORPORATORS

The undersigned incorporator(s) hereby declare(s), under penalties of perjury, that the statements made in the foregoing Articles of Incorporation are true.

Dated January 18, 1986

Signatures and Names	Post Office Address
1. _____ *Signature*	135 South LaSalle Street - Suite 1040 *Street*
Wallace B. Kemp *Name (please print)*	Chicago, Illinois 60603 *City/Town State Zip*
2. _____ *Signature*	2. _____ *Street*
_____ *Name (please print)*	_____ *City/Town State Zip*
3. _____ *Signature*	3. _____ *Street*
_____ *Name (please print)*	_____ *City/Town State Zip*

(Signatures must be in ink on original document. Carbon copy, xerox or rubber stamp signatures may only be used on conformed copies)

NOTE: If a corporation acts as incorporator, the name of the corporation and the state of incorporation shall be shown and the execution shall be by its President or Vice-President and verified by him, and attested by its Secretary or an Assistant Secretary.

Form BCA-2.10

File No. _____

ARTICLES OF INCORPORATION

FILED

JUL 18 1986

JIM EDGAR
SECRETARY OF STATE

The following fees are required to be paid at the time of issuing the Certificate of Incorporation: FILING FEE $75.00; INITIAL LICENSE FEE of 1/20th of 1% of the consideration to be received for initial issued shares (see Art. 51, MINIMUM $.50; INITIAL FRANCHISE TAX of 1/10th of 1% of the consideration to be received for initial issued shares (see Art. 51, MINIMUM $25.00.

EXAMPLES OF TOTAL DUE*

Consideration to be Received	
up to $1,000	$ 75.50
$ 5,000	$ 100.50
$ 10,000	$ 105.00
$ 25,000	$ 112.50
$ 50,000	$ 125.00
$100,000	$ 225.00

*Includes Filing Fee + License Fee + Franchise Tax

RETURN TO:

Corporation Department
Secretary of State
Springfield, Illinois 62756
Telephone (217) 782-6961

C-152.8

2126105572

File # 5431-936-3

BCA-10.30 (Form Rev. Jan. 1986)

Submit in Duplicate

Remit payment in Check or Money Order, payable to "Secretary of State"

DO NOT SEND CASH!

JIM EDGAR
Secretary of State
State of Illinois

ARTICLES OF AMENDMENT

This Space For Use By Secretary of State	
Date	2-7-91
License Fee	$
Franchise Tax	$
Filing Fee	$ 25
Clerk	

Pursuant to the provisions of "The Business Corporation Act of 1983", the undersigned corporation hereby adopts these Articles of Amendment to its Articles of Incorporation

PAID

FEB 8 1991

ARTICLE ONE The name of the corporation is Camelot Care Centers, Inc. *(Note 1)*

ARTICLE TWO The following amendment of the Articles of Incorporation was adopted on February 4, 19 91 in the manner indicated below ("X" one box only)

[ ] By a majority of the incorporators, provided no directors were named in the articles of incorporation and no directors have been elected or by a majority of the board of directors, in accordance with Section 10.10, the corporation having issued no shares as of the time of adoption of this amendment. *(Note 2)*

[ ] By a majority of the board of directors, in accordance with Section 10.15, shares having been issued but shareholder action not being required for the adoption of the amendment. *(Note 3)*

[ ] By the shareholders, in accordance with Section 10.20, a resolution of the board of directors having been duly adopted and submitted to the shareholders. At a meeting of shareholders, not less than the minimum number of votes required by statute and by the articles of incorporation were voted in favor of the amendment. *(Note 4)*

[ ] By the shareholders, in accordance with Sections 10.20 and 7.10, a resolution of the board of directors having been duly adopted and submitted to the shareholders. A consent in writing has been signed by shareholders having not less than the minimum number of votes required by statute and by the articles of incorporation. Shareholders who have not consented in writing have been given notice in accordance with Section 7.10. *(Note 4)*

[X] By the shareholders, in accordance with Sections 10.20 and 7.10, a resolution of the board of directors having been duly adopted and submitted to the shareholders. A consent in writing has been signed by all the shareholders entitled to vote on this amendment *(Note 4)*

(INSERT AMENDMENT)

(Any article being amended is required to be set forth in its entirety.) (Suggested language for an amendment to change the corporate name is: RESOLVED, that the Articles of Incorporation be amended to read as follows:)

(NEW NAME)

All changes other than name, include on page 2
(over)

RESOLVED, that Article Four of the Articles of Incorporation of Camelot Care Centers, Inc. is amended in its entirety, so as to read after amendment, as follows:

"Article Four. This corporation is authorized to issue two classes of stock: Class A Voting Common and Class B Non-Voting Common. Said classes of stock shall be identical in all respects except that shareholders owning Class B Non-Voting Common stock shall have no voting rights of any kind or nature whatsoever. The par value and authorized issue of such classes of stock are as follows:

	PAR VALUE	AUTHORIZED ISSUE
Class A Voting Common	$1.00 per share	250,000
Class B Non-Voting Common	$1.00 per share	250,000

FURTHER RESOLVED, that upon the filing with the Illinois Secretary of State of the Articles of Amendment reflecting the amendment approved in the proceeding resolution, the one thousand (1,000) shares of issued and outstanding common stock is hereby converted into four (4) shares of Class A Voting Common Stock and nine hundred ninety-six (996) shares of Class B Non-Voting Common Stock."

RESOLVED, that the Articles of Amendment to the Articles of Incorporation of the Corporation effectuating the foregoing resolutions, a copy of which has been submitted to the Board of Directors and Shareholders be and the same are hereby approved.

FURTHER RESOLVED that the Articles of Amendment shall be effective upon filing with the Illinois Secretary of State.

FURTHER RESOLVED, that the shareholders of the Corporation by their execution hereof, hereby waive any rights the shareholders may have to receive notice of the proposed Amendment to the Articles of Incorporation and to receive a copy of the Articles of Amendment pursuant to Sections 7.20 and 10.20(b), Illinois Business Corporation Act of 1983.

ARTICLE THREE The manner in which any exchange, reclassification or cancellation of issued shares, or a reduction of the number of authorized shares of any class below the number of issued shares of that class, provided for or effected by this amendment, is as follows: *(If not applicable, insert "No change")*

Upon the filing with the Illinois Secretary of State of the Articles of Amendment reflecting the amendment approved in the proceeding resolution, the one thousand (1,000) shares of issued and outstanding common stock is hereby converted into fourt (4) shares of Class A Voting Common Stock and nine hundred ninety-six (996) shares of Class B Non-Voting Common Stock.

ARTICLE FOUR (a) The manner in which said amendment effects a change in the amount of paid-in capital (Paid-in capital replaces the terms Stated Capital and Paid-in Surplus and is equal to the total of these accounts) is as follows: *(If not applicable, insert "No change")*

NO CHANGE

(b) The amount of paid-in capital (Paid-in Capital replaces the terms Stated Capital and Paid-in Surplus and is equal to the total of these accounts) as changed by this amendment is as follows *(If not applicable, insert "No change")*

NO CHANGE

	Before Amendment	After Amendment
Paid-in Capital	$ 1,000.00	$ 1,000.00

(Complete either Item 1 or 2 below)

(1) The undersigned corporation has caused these articles to be signed by its duly authorized officers, each of whom affirm, under penalties of perjury, that the facts stated herein are true.

Dated February 4, 19 91

CAMELOT CARE CENTERS, INC.
(Exact Name of Corporation)

attested by _____
(Signature of Secretary or Assistant Secretary)

Shirley J. Spicer
(Type or Print Name and Title)

by _____
(Signature of President or Vice President)

James E. Spicer
(Type or Print Name and Title)

(2) If amendment is authorized by the incorporators, the incorporators must sign below.

OR

If amendment is authorized by the directors and there are no officers, then a majority of the directors or such directors as may be designated by the board, must sign below.

The undersigned affirms, under penalties of perjury, that the facts stated herein are true.

Dated _____, 19 ____

_____ _____

_____ _____

_____ _____

_____ _____

NOTES and INSTRUCTIONS

NOTE 1: State the true exact corporate name as it appears on the records of the office of the Secretary of State, BEFORE any amendments herein reported.

NOTE 2: Incorporators are permitted to adopt amendments ONLY before any shares have been issued and before any directors have been named or elected. (§ 10.10)

NOTE 3: Directors may adopt amendments without shareholder approval in only six instances, as follows:
(a) to remove the names and addresses of directors named in the articles of incorporation;
(b) to remove the name and address of the initial registered agent and registered office, provided a statement pursuant to § 5.10 is also filed;
(c) to split the issued whole shares and unissued authorized shares by multiplying them by a whole number, so long as no class or series is adversely affected thereby;
(d) to change the corporate name by substituting the word "corporation", "incorporated", "company", "limited", or the abbreviation "corp", "inc", "co", or "ltd" for a similar word or abbreviation in the name, or by adding a geographical attribution to the name;
(e) to reduce the authorized shares of any class pursuant to a cancellation statement filed in accordance with § 9.05;
(f) to restate the articles of incorporation as currently amended (§ 10.15)

NOTE 4: All amendments not adopted under § 10.10 or § 10.15 require (1) that the board of directors adopt a resolution setting forth the proposed amendment and (2) that the shareholders approve the amendment

Shareholder approval may be (1) by vote at a shareholders' meeting (*either annual or special*) or (2) by consent, in writing, without a meeting

To be adopted, the amendment must receive the affirmative vote or consent of the holders of at least 2/3 of the outstanding shares entitled to vote on the amendment (*but if class voting applies, then also at least a 2/3 vote within each class is required*)

The articles of incorporation may supercede the 2/3 vote requirement by specifying any smaller or larger vote requirement not less than a majority of the outstanding shares entitled to vote and not less than a majority within each class when class voting applies (§ 10.20)

NOTE 5: When shareholder approval is by written consent, all shareholders must be given notice of the proposed amendment at least 5 days before the consent is signed. If the amendment is adopted, shareholders who have not signed the consent must be promptly notified of the passage of the amendment (§§ 7.10 & 10.20)

Form BCA-10.30

File No. _____

ARTICLES OF AMENDMENT

Filing Fee $25.00

Filing Fee for Re-Stated Articles $100.00

FILED
FEB 07 1991
GEORGE H. RYAN
SECRETARY OF STATE

RETURN TO:

Department of Business Services
Corporation Division
Secretary of State
Springfield, Illinois 62756
Telephone 217 — 782-6961

PAID
OCT 30 1997

Form **BCA-10.30**
(Rev. Jan. 1995)

ARTICLES OF AMENDMENT

File # 5431-936-3

George H. Ryan
Secretary of State
Department of Business Services
Springfield, IL 62756
Telephone (217) 782-1832

Remit payment in check or money order, payable to "Secretary of State."
*The filing fee for articles of amendment - $25.00

FILED
OCT 29 1997
GEORGE H. RYAN
SECRETARY OF STATE

SUBMIT IN DUPLICATE

This space for use by Secretary of State
Date 10-29-97
Franchise Tax $
Filing Fee* $ 25
Penalty $
Approved: SD BX

1. CORPORATE NAME: Camelot Care Centers, Inc. ✓ (Note 1)

2. MANNER OF ADOPTION OF AMENDMENT:

The following amendment of the Articles of Incorporation was adopted on October 14, 19 97 in the manner indicated below. ("X" one box only)

☐ By a majority of the incorporators, provided no directors were named in the articles of incorporation and no directors have been elected;

☐ By a majority of the board of directors, in accordance with Section 10.10, the corporation having issued no shares as of the time of adoption of this amendment; (Note 2)

☐ By a majority of the board of directors, in accordance with Section 10.15, shares having been issued but shareholder action not being required for the adoption of the amendment; (Note 2)

☐ By the shareholders, in accordance with Section 10.20, a resolution of the board of directors having been duly adopted and submitted to the shareholders. At a meeting of shareholders, not less than the minimum number of votes required by statute and by the articles of incorporation were voted in favor of the amendment; (Note 3)

☐ By the shareholders, in accordance with Sections 10.20 and 7.10, a resolution of the board of directors having been duly adopted and submitted to the shareholders. A consent in writing has been signed by shareholders having not less than the minimum number of votes required by statute and by the articles of incorporation. Shareholders who have not consented in writing have been given notice in accordance with Section 7.10; (Note 4)

☒ By the shareholders, in accordance with Sections 10.20 and 7.10, a resolution of the board of directors having been duly adopted and submitted to the shareholders. A consent in writing has been signed by all the shareholders entitled to vote on this amendment. (Notes 4 & 5)

3. TEXT OF AMENDMENT: (Note 5)

a. When amendment effects a name change, insert the new corporate name below. Use Page 2 for all other amendments.

Article I: The name of the corporation is:

(NEW NAME)

All changes other than name, include on page 2
(over)

Text of Amendment

b. *(If amendment affects the corporate purpose, the amended purpose is required to be set forth in its entirety. If there is not sufficient space to do so, add one or more sheets of this size.)*

See attached.

4. The manner, if not set forth in Article 3b, in which any exchange, reclassification or cancellation of issued shares, or a reduction of the number of authorized shares of any class below the number of issued shares of that class, provided for or effected by this amendment, is as follows: *(If not applicable, insert "No change")*

No change.

5. (a) The manner, if not set forth in Article 3b, in which said amendment effects a change in the amount of paid-in capital (Paid-in capital replaces the terms Stated Capital and Paid-in Surplus and is equal to the total of these accounts) is as follows: *(If not applicable, insert "No change")*

No change.

(b) The amount of paid-in capital (Paid-in Capital replaces the terms Stated Capital and Paid-in Surplus and is equal to the total of these accounts) as changed by this amendment is as follows: *(If not applicable, insert "No change")*

No change.

	Before Amendment	After Amendment
Paid-in Capital	$_____	$_____

(Complete either Item 6 or 7 below. All signatures must be in BLACK INK.)

6. The undersigned corporation has caused this statement to be signed by its duly authorized officers, each of whom affirms, under penalties of perjury, that the facts stated herein are true.

Dated 10/27, 19 87

Camelot Care Centers, Inc.
(Exact Name of Corporation at date of execution)

attested by _____
(Signature of Secretary or Assistant Secretary)
Rebecca K McCutchan, Secretary
(Type or Print Name and Title)

by _____ PRESIDENT
(Signature of President or Vice President)
JAMES V. DORAMUS, PRESIDENT
(Type or Print Name and Title)

7. If amendment is authorized pursuant to Section 10.10 by the incorporators, the incorporators must sign below, and type or print name and title.

OR

If amendment is authorized by the directors pursuant to Section 10.10 and there are no officers, then a majority of the directors or such directors as may be designated by the board, must sign below, and type or print name and title.

The undersigned affirms, under the penalties of perjury, that the facts stated herein are true.

Dated _____, 19 ____

_____ _____

_____ _____

_____ _____

_____ _____

NOTES and INSTRUCTIONS

NOTE 1: State the true exact corporate name as it appears on the records of the office of the Secretary of State, BEFORE any amendments herein reported.

NOTE 2: Incorporators are permitted to adopt amendments ONLY before any shares have been issued and before any directors have been named or elected. (§ 10.10)

NOTE 3: Directors may adopt amendments without shareholder approval in only seven instances, as follows:

(a) to remove the names and addresses of directors named in the articles of incorporation;

(b) to remove the name and address of the initial registered agent and registered office, provided a statement pursuant to § 5.10 is also filed;

(c) to increase, decrease, create or eliminate the par value of the shares of any class, so long as no class or series of shares is adversely affected;

(d) to split the issued whole shares and unissued authorized shares by multiplying them by a whole number, so long as no class or series is adversely affected thereby;

(e) to change the corporate name by substituting the word "corporation", "incorporated", "company", "limited", or the abbreviation "corp.", "inc.", "co.", or "ltd." for a similar word or abbreviation in the name, or by adding a geographical attribution to the name;

(f) to reduce the authorized shares of any class pursuant to a cancellation statement filed in accordance with § 9.05;

(g) to restate the articles of incorporation as currently amended. (§ 10.15)

NOTE 4: All amendments not adopted under § 10.10 or § 10.15 require (1) that the board of directors adopt a resolution setting forth the proposed amendment and (2) that the shareholders approve the amendment.

Shareholder approval may be (1) by vote at a shareholders' meeting *(either annual or special)* or (2) by consent, in writing, without a meeting.

To be adopted, the amendment must receive the affirmative vote or consent of the holders of at least 2/3 of the outstanding shares entitled to vote on the amendment *(but if class voting applies, then also at least a 2/3 vote within each class is required)*.

The articles of incorporation may supersede the 2/3 vote requirement by specifying any smaller or larger vote requirement not less than a majority of the outstanding shares entitled to vote and not less than a majority within each class when class voting applies. (§ 10.20)

NOTE 5: When shareholder approval is by consent, all shareholders must be given notice of the proposed amendment at least 5 days before the consent is signed. If the amendment is adopted, shareholders who have not signed the consent must be promptly notified of the passage of the amendment. (§§ 7.10 & 10.20)

C-173.0

RESOLVED, that Article Three of the Articles of Incorporation shall be, and hereby is, amended in its entirety to read as follows:

"**ARTICLE THREE**: The purposes of the Company are the following:

(a) To transact any or all lawful businesses for which corporations may be incorporated under the Illinois Business Corporation Act of 1983, as amended; and

(b) To carry on any business whatsoever that the Company may deem proper or convenient in connection with the foregoing purpose or otherwise, or that it may deem calculated, directly or indirectly, to improve the interests of the Company and to have and to exercise all powers conferred by the laws of the State of Illinois on corporations formed under the laws pursuant to which and under which the Company is formed, as such laws are now in effect or may be amended at any time hereafter, and to do any and all things hereinabove set forth to the same extent and as fully as natural persons might or could do, either alone or in connection with other persons, firms, associations, or corporations, and in any part of the world.

The foregoing clauses are to be construed as purposes and objects of the Company, and the matter expressed in each clause shall in no way be limited by reference or inference from the terms of any other clause, but shall be regarded as an independent purpose and object; the enumeration of specific objects and purposes shall not be construed to limit or restrict in any manner the general powers and rights of the Company as provided by law, nor shall the expression of one purpose or object be determined to exclude another, although it be of like nature but unexpressed."

RESOLVED, that the existing ARTICLE SIX of the Articles of Incorporation containing the number of directors and their names and addresses shall be, and hereby is, deleted.

RESOLVED, that the following Articles EIGHT through FIFTEEN shall be, and hereby are, added to the Articles of Incorporation:

"**ARTICLE EIGHT**: No Shareholder shall have cumulative voting rights with respect to any matter upon which shareholders are entitled to vote.

"**ARTICLE NINE**: The business and affairs of the Company shall be managed by the Board of Directors. The directors need not be elected by ballot unless required by the By-laws of the Company.

"**ARTICLE TEN**: In furtherance and not in limitation of the powers conferred by the laws of the State of Illinois, the Board of Directors is expressly authorized to adopt, amend or repeal the By-laws of the Company.

"**ARTICLE ELEVEN**: The Company reserves the right to amend and repeal any provision contained in these Amended Articles of Incorporation in the manner prescribed by the laws of the State of Illinois. All rights conferred in these Amended Articles of Incorporation are granted subject to this reservation.

"**ARTICLE TWELVE**: Each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (hereinafter a "proceeding") (other than an action by or in the right of the Company), by reason of the fact that he or she is or was a director, officer, employee or agent of the Company, or is or was serving at the request of the Company as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan (hereinafter an "indemnitee"), whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent or in any other capacity while serving as a director, officer, employee or agent, shall be indemnified and held harmless by the Company to the fullest extent authorized by the Illinois Business Corporation Act of 1983, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Company to provide broader indemnification rights than such law permitted the Company to provide prior to such amendment), against all expense, liability and loss (including attorneys' fees, judgments, fines, Employee Retirement Income Security Act ("ERISA") excise taxes or penalties and amounts paid in settlement) actually and reasonably incurred or suffered by such indemnitee in connection therewith if such person acted in good faith and in a manner he or she reasonably believed to be in,

or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent, shall not, by itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Company or, with respect to any criminal action or proceeding, that the person had reasonable cause to believe that his or her conduct was unlawful; provided, however, that, except as provided in Article Thirteen with respect to proceedings to enforce rights to indemnification, the Company shall indemnify any such indemnitee in connection with a proceeding (or part thereof) initiated by such indemnitee only if such proceeding (or part thereof) was authorized by the Board of Directors of the Company.

"Each person who was or is a party, or is threatened to be made a party to any proceeding by or in the right of the Company to procure a judgment in its favor by reason of the fact that such person is or was a director, officer, employee or agent of the Company, or is or was serving at the request of the Company as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall be indemnified and held harmless by the Company to the fullest extent authorized by the Illinois Business Corporation Act of 1983, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Company to provide broader indemnification rights than such law permitted the Company to provide prior to such amendment), against all expense, liability and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) actually and reasonably incurred or suffered by such indemnitee in connection therewith if such person acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to the best interests of the Company, provided that no indemnification shall be made with respect to any claim, issue, or matter as to which such person has been adjudged to have been liable to the Company, unless, and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses as the court shall deem proper.

"To the extent that a director, officer, employee or agent of the Company has been successful, on the merits or otherwise, in the defense of any action, suit or proceeding referred to in the two preceding paragraphs of this Article Twelve, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith.

"Any indemnification under the first two paragraphs of this Article Twelve (unless ordered by a court) shall be made by the Company only as authorized in the specific case, upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because he or she has met the applicable standard of conduct set forth in such two paragraphs. Such determination shall be made (1) by the board of directors of the Company by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (2) if such a quorum is not obtainable, or, even if obtainable, if a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (3) by the shareholders.

"Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Company in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the Company as authorized in this Article Twelve.

"The indemnification and advancement of expenses provided by or granted under the other paragraphs of this Article Twelve shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any by-law, agreement, vote of shareholders or disinterested directors, or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office.

"If the Company has paid indemnity or has advanced expenses to a director, officer, employee or agent, the Company shall report the indemnification or advance in writing to the shareholders with or before the notice of the next shareholders meeting.

"For purposes of this Article Twelve, references to "the Company" shall include, in addition to the surviving

corporation, any merging corporation (including any corporation having merged with a merging corporation) absorbed in a merger involving the Company which, if its separate existence had continued, would have had the power and authority to indemnify its directors, officers, employees or agents, so that any person who was a director, officer, employee or agent of such merging corporation, or was serving at the request of such merging corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under the provisions of this Article Twelve with respect to the surviving corporation as such person would have with respect to such merging corporation if its separate existence had continued.

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

"The indemnification and advancement of expenses provided by or granted under this Article Twelve shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director, officer, employee or agent of the Company and shall inure to the benefit of the heirs, executors and administrators of that person.

"**ARTICLE THIRTEEN**: If a claim under Article Twelve of these Amended Articles of Incorporation is not paid in full by the Company within sixty (60) days after a written claim has been received by the Company, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be twenty (20) days, the indemnitee may at any time thereafter bring suit against the Company to recover the unpaid amount of the claim. If successful in whole or in part in any such suit, or in a suit brought by the Company to recover an advancement of expenses pursuant to the terms of an

advancement of expenses pursuant to the terms of an undertaking, the indemnitee shall be entitled to be paid also to the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification under Article Twelve (but not in a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) in any suit brought by the Company to recover an advancement of expenses pursuant to the terms of an undertaking, the Company shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met any applicable standard for indemnification set forth in the Illinois Business Corporation Act of 1983, as the same exists or may hereafter be amended. Neither the failure of the Company (including its Board of Directors, independent legal counsel, or its stockholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee is proper in the circumstances because the indemnitee has met the applicable standard of conduct set forth in the Illinois Business Corporation Act of 1983, as the same exists or may hereafter be amended, nor an actual determination by the Company (including its Board of Directors, independent legal counsel, or its stockholders) that the indemnitee has not met such applicable standard of conduct, shall create a presumption that the indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the indemnitee, be a defense to such suit. In any suit brought by the indemnitee to enforce a right to indemnification or to an advancement of expenses hereunder, or brought by the Company to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled to be indemnified, or to such advancement of expenses, under Article Twelve or this Article Thirteen or otherwise shall be on the Company.

"**ARTICLE FOURTEEN**: The rights to indemnification and to the advancement of expenses conferred in Article Twelve and Article Thirteen shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, the Company's bylaws, agreement, vote of stockholder or disinterested directors or otherwise.

"**ARTICLE FIFTEEN**: The Company shall purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Company, or who is or was serving at the request of the Company as a director, officer, employee or agent of another

corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against such person and incurred by such person in any such capacity, or arising out of his or her status as such, whether or not the Company would have the power to indemnify such person against such liability under the provisions of these Amended Articles of Incorporation."

AMENDED AND RESTATED BYLAWS
OF
CAMELOT CARE CENTERS, INC.

Camelot Care Centers, Inc. (the "Corporation") shall be a for profit Illinois corporation and shall qualify to do business in all states in which it is required to do so.

ARTICLE I - SHAREHOLDERS

Section 1. Annual Meeting.

An annual meeting of the shareholders, for the election of directors to succeed those whose terms expire and for the transaction of such other business as may·properly come before the meeting, shall be held at such place, on such date, and at such time as the Board of Directors shall each year fix, which date shall be within thirteen (13) months of the last annual meeting of shareholders or, if no such meeting has been held, the date of incorporation.

Section 2. Special Meetings.

Special meetings of the shareholders, for any purpose or purposes prescribed in the notice of the meeting, may be called by the Board of Directors, the President, or holders of not less than one-fifth (1/5th) of the outstanding shares of stock of the Corporation, and shall be held at such place, on such date· and at such time as they. or he or she shall fix.

Section 3. Notice of Meetings.

Written notice of the place, date and time (and, in the case of special meetings, the purpose. or purposes) of all meetings of the shareholders shall be given not less than ten (10) nor more than sixty (60) days (or, in the case of merger or consolidation, not less than twenty (20) nor more than sixty (60) days) before the date on which the meeting is to be held to each shareholder entitled to vote at such meeting, except as otherwise provided herein or required by law (meaning, here and hereinafter, as required from time to time by the Illinois Business Corporation Act of 1983, as amended (the "Act") or the Articles of Incorporation of the Corporation).

When a meeting is adjourned to another place, date or time, written notice need not be given of the adjourned meeting if the place, date and time thereof are announced at the meeting at which the adjournment is taken; provided, however,

that if the date of any adjourned meeting is more than thirty (30) days after the date for which the meeting was originally noticed, or if a new record date is fixed for the adjourned meeting, written notice of the place, date and time of the adjourned meeting shall be given in conformity herewith. At any adjourned meeting, any business may be transacted which might have been transacted at the original meeting.

Section 4. Quorum.

At any meeting of the shareholders, the holders of a majority of all of the shares of the stock entitled to vote at the meeting, present in person or by proxy, shall constitute a quorum for all purposes, unless or except to the extent that the presence of a larger number is required by law. Where a separate vote by a class or classes is required, a majority of the shares of such class or classes present in person or represented by proxy shall constitute a quorum entitled to take action with respect to that vote on that matter.

If a quorum shall fail to attend any meeting, the chairman of the meeting or the holders of a majority of the shares of stock entitled to vote who are present, in person or by proxy, may adjourn the meeting to another place, date or time.

Section 5. Organization.

Such person as the Board of Directors may have designated or, in the absence of such a person, the President of the Corporation or, in his or her absence, such person as may be chosen by the holders of a majority of the shares entitled to vote who are present in person or by proxy, shall call to order any meeting of the shareholders and act as chairman of the meeting. In the absence of the Secretary of the Corporation, the secretary of the meeting shall be such person as the chairman appoints.

Section 6. Conduct of Business.

The chairman of any meeting of the shareholders shall determine the order of business and the procedure at the meeting, including such regulation of the manner of voting and the conduct of discussion as seem to him or her in order. The date and time of the opening and closing of the polls for each matter upon which the shareholders will vote at the meeting shall be announced at the meeting.

Section 7. Proxies and Voting.

At any meeting of the shareholders, every shareholder entitled to vote may vote in person or by proxy authorized by an instrument in writing or by a transmission permitted by law filed in accordance with the procedure established for the meeting. Any copy, facsimile telecommunication or other reliable reproduction of the writing or transmission created pursuant to this paragraph may be substituted or used in lieu of the original writing for transmission for any and all purposes for which the original writing or transmission could be used, provided that such copy, facsimile telecommunication or other reproduction shall be a complete reproduction of the entire original writing or transmission.

All voting, including on the election of directors but excepting where otherwise required by law, may be by a voice vote; provided, however, that, upon demand therefor by a shareholder' entitled to vote or by his or her proxy, a stock vote shall be taken. Every stock vote shall be taken by ballots, each of which shall state the name of the shareholder or proxy voting and such other information as may be required under the procedure established for the meeting. The Corporation may, and to the extent required by law, shall, in advance of any meeting of the shareholders, appoint one or more inspectors to act at the meeting and to make a written report thereof. The Corporation may designate one or more persons as alternate inspectors to replace any inspector who fails to act. If no inspector or alternate is able to act at a meeting of shareholders, the person presiding at the meeting may, and to the extent required by law, shall, appoint one or more inspectors to act at the meeting. Each inspector, before entering upon the discharge of his or her duties, shall take and sign an oath faithfully to execute the duties of inspector with strict impartiality and according to the best of his or her ability. Every vote taken by ballots shall be counted by an inspector or inspectors appointed by the chairman of the meeting. The inspector or inspectors appointed shall ascertain and report the number of shares represented at the meeting based upon their determination of the validity and effect of proxies, count all votes and report the results. Each report of the inspector or inspectors shall be in writing and signed by at least a majority of the inspectors for such meeting. The report of the inspector or inspectors on the number of shares represented at the meeting and the results of the voting shall be prima facie evidence thereof.

All elections shall be determined by a plurality of the votes cast and, except as otherwise required by law, all other matters shall be determined by a majority of the votes cast affirmatively or negatively.

Section 8. Stock List.

A complete list of shareholders entitled to vote at any meeting of the shareholders, arranged in alphabetical order for each class of stock and showing the address of each such shareholder and the number of shares registered in his or her name, shall be open to the examination of any such shareholder, for any purpose germane to the meeting, during ordinary business hours for a period of at least ten (10) days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held.

The stock list shall also be kept at the place of the meeting during the whole time thereof and shall be open to the examination of any such shareholder who is present. This list shall presumptively determine the identity of the shareholders entitled to vote at the meeting and the number of shares held by each of them.

Section 9. Consent of Shareholders in Lieu of Meeting.

Any action required to be taken at any annual or special meeting of the shareholders of the Corporation, or any action which may be taken at any annual or special meeting of the shareholders, may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed (a) by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voting, or (b) by all of the shareholders entitled to vote with respect to the subject matter thereof. If such consent is signed by less than all of the shareholders entitled to vote, then such consent shall become effective only if at least five (5) days prior to the execution of the consent a notice in writing is delivered to all the shareholders entitled to vote with respect to the subject matter thereof and, after the effective date of the consent, prompt notice of the action taken without a meeting by less than unanimous written consent shall be delivered in writing to those shareholders who have not consented in writing. Such written consent or consents shall be delivered to the Corporation by delivery to its registered office in Illinois, its principal place of business, or an officer or agent of the Corporation having custody of the book in which proceedings of meetings of shareholders are recorded. Delivery made to the Corporation's registered office shall be made by hand or by certified or registered mail, return receipt requested.

Every written consent shall bear the date of the signature of each shareholder who signs the consent and no written consent shall be effective to take the corporate

action referred to therein unless, within sixty (60) days after the date of the earliest dated consent delivered to the Corporation, a written consent or consents signed by a sufficient number of holders to take action are delivered to the Corporation in the manner prescribed in the first paragraph of this Section.

Section 10. No Cumulative Voting.

As provided in the Articles of Incorporation, no shareholder shall have cumulative voting rights with respect to any matter upon which shareholders are entitled to vote.

ARTICLE II - BOARD OF DIRECTORS

Section 1. Number and Term of Office.

The Board shall be constituted of a number of directors which number shall be designated by the Board of Directors from time to time, provided, however, that the number of directors shall be no fewer than three (3) and no more than seven (7). Each director shall be elected for a term of one year and until his or her successor is elected and qualified, except as otherwise provided herein or required by law.

In the event that the authorized number of directors is increased between annual meetings of the shareholders, a majority of the directors then in office shall have the power to elect a director or directors to serve for the balance of the term and until a successor is elected and qualified. Any decrease in the authorized number of directors shall not become effective until the expiration of the term of the directors then in office unless, at the time of such decrease, there shall be vacancies on the board which are being eliminated by the decrease.

Section 2. Vacancies.

If the office of any director becomes vacant by reason of death, resignation, disqualification, removal or other cause, a majority of the directors remaining in office, although less than a quorum, may elect a successor for the unexpired term and until his or her successor is elected and qualified.

Section 3. Regular Meetings.

Regular meetings of the Board of Directors shall be held at such place or places, on such date or dates and at such time or times as shall be established by the

Board of Directors and publicized among all directors. A notice of each regular meeting shall not be required.

Section 4. Special Meetings.

Special meetings of the Board of Directors may be called by one-third (1/3) of the directors then in office (rounded up to the nearest whole number) or by the President, and shall be held at such place, on such date and at such time as they or he or she shall fix. Notice of the place, date and time of each such special meeting shall be given to each director by whom it is not waived by mailing written notice not less than five (5) days before the meeting or by telegraphing or telexing or facsimile transmission of the same not less than twenty-four (24) hours before the meeting. Unless otherwise indicated in the notice thereof, any and all business may be transacted at a special meeting.

Section 5. Quorum.

At any meeting of the Board of Directors, a majority of the total number of the whole Board shall constitute a quorum for all purposes. If a quorum shall fail to attend any meeting, a majority of those present may adjourn the meeting to another place, date or time without further notice or waiver thereof.

Section 6. Participation in Meetings by Conference Telephone.

Members of the Board of Directors, or of any committee thereof, may participate in a meeting of such Board or committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other and such participation shall constitute presence in person at such meeting.

Section 7. Conduct of Business.

At any meeting of the Board of Directors, business shall be transacted in such order and manner as the Board may from time to time determine, and all matters shall be determined by the vote of a majority of the directors present, except as otherwise provided herein or required by law. Action may be taken by the Board of Directors without a meeting if all members thereof who are entitled to vote on the subject matter of such action consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors.

Section 8. Powers.

The Board of Directors shall have overall responsibility for the Corporation's operation and may, except as otherwise required by law, exercise all such powers and do all such acts and things as may be exercised or done by the Corporation to provide a high level of quality care, including, without limiting the generality of the foregoing, the unqualified power:

(1) To declare dividends from time to time in accordance with law;

(2) To purchase or otherwise acquire any property, rights or privileges on such terms as it shall determine;

(3) To authorize the creation, making and issuance, in such form as it may determine, of written obligations of every kind, negotiable or non-negotiable, secured or unsecured, and to do all things necessary in connection therewith;

(4) To remove any officer of the Corporation with or without cause, and from time to time to devolve the powers and duties of any officer upon any other person for the time being;

(5) To confer upon any officer of the Corporation the power to appoint, remove and suspend subordinate officers, employees and agents;

(6) To adopt from time to time such stock, option, stock purchase, bonus or other compensation plans for directors, officers, employees and agents of the Corporation and its subsidiaries as it may determine;

(7) To adopt from time to time such insurance, retirement and other benefit plans for directors, officers, employees and agents of the Corporation and its subsidiaries as it may determine; and

(8) To adopt from time to time regulations, not inconsistent with these Bylaws, for the management of the Corporation's business and affairs.

Section 9. Compensation of Directors.

Directors, in their capacity as such, may receive, pursuant to resolution of the Board of Directors, fixed fees and other compensation for their services as directors, including, without limitation, compensation for their services as members

of committees of the Board of Directors and reimbursement for reasonable expenses incurred in the course of their duties as directors.

Section 10. Removal of Directors.

Subject to applicable law, a director may be removed, with or without cause, at a meeting of the shareholders by affirmative vote of the holders of a majority of outstanding shares then entitled to vote at an election of directors (provided that the notice for such meeting must state that a purpose of the meeting is to vote upon the removal of one or more directors who shall be named in the notice).

ARTICLE III - COMMITTEES

Section 1. Committees of the Board of Directors.

The Board of Directors, by a vote of a majority of the whole Board, may from time to time designate committees of the Board, with such lawfully delegable powers and duties as the Board shall confer and, for each committee so designated and for any other committee provided for herein, the Board shall elect two (2) or more directors to serve as its members, and shall designate, if it so desires, other directors as alternate members who may replace any absent or disqualified member at any meeting of the committee. The members of each committee shall serve at the pleasure of' the Board. In the absence or disqualification of any member of any committee and any alternate member in his or her place, the member or members of the committee present at the meeting and not disqualified from voting, whether or not he or she or they constitute a quorum, may by unanimous vote appoint another member of the Board of Directors to act at the meeting in the place of the absent or disqualified member.

Section 2. Conduct of Business.

Each committee may determine the procedural rules for meeting and conducting its business and shall act in accordance therewith, except as otherwise provided herein or required by law. Adequate provision shall be made for notice to members of all meetings; a majority of the members shall constitute a quorum unless the committee shall consist of two (2) members, in which event two (2) members shall constitute a quorum; and all matters shall be determined by a majority vote of the members present. Action may be taken by any committee without a meeting if all members thereof who are entitled to vote on the subject matter of the action consent thereto in writing, and the writing or writings are filed with the minutes of the proceedings of such committee.

ARTICLE IV - OFFICERS

Section 1. Generally.

The officers of the Corporation shall consist of a President, one or more Vice Presidents, a Secretary, a Treasurer and such other officers as may from time to time be appointed by the Board of Directors. Officers shall be elected by the Board of Directors at its first meeting after every annual meeting of shareholders. Each officer shall hold office until his or her successor is elected and qualified or until his or her earlier resignation or removal. Any number of offices may be held by the same person.

Section 2. President.

The President shall be the chief executive officer of the Corporation. Subject to the provisions of these Bylaws and to the direction of the Board of Directors, he or she shall have the responsibility for the general management and control of the business and affairs of the Corporation and shall perform all duties and have all powers which are commonly incident to the office of chief executive or which are delegated to him or her by the Board of Directors He or she shall have power to sign all stock certificates, contracts and other instruments of the Corporation which are authorized and shall have general supervision and direction of all of the other officers, employees and agents of the Corporation.

Section 3. Vice President.

Each Vice President shall have such powers and duties as may be delegated to him or her by the Board of Directors. One (1) Vice President shall be designated by the Board to perform the duties and exercise the powers of the President in the event of the President's absence or disability.

Section 4. Treasurer.

The Treasurer shall have the responsibility for maintaining the financial records of the Corporation. He or she shall make such disbursements of the funds of the Corporation as are authorized and shall render from time to time an account of all such transactions and of the financial condition of the Corporation. The Treasurer shall also perform such other duties as the Board of Directors may from time to time prescribe.

Section 5. Secretary.

The Secretary shall issue all authorized notices for, and shall keep minutes of, all meetings of the shareholders and the Board of Directors. He or she shall have charge of the corporate books and shall perform such other duties as the Board of Directors may from time to time prescribe.

Section 6. Delegation of Authority.

The Board of Directors may from time to time delegate the powers or duties of any officer to any other officers or agents, notwithstanding any provision hereof.

Section 7. Removal.

Any officer of the Corporation may be removed at any time, with or without cause, by the Board of Directors.

Section 8. Action with Respect to Securities of Other Corporations.

Unless otherwise directed by the Board of Directors, the President, or any officer of the Corporation authorized by the President, shall have the power to vote and otherwise act on behalf of the Corporation, in person or by proxy, at any meeting of the shareholders of, or with respect to any action of the shareholders of any other corporation in which this Corporation may hold securities and otherwise to exercise any and all rights and powers which this Corporation may possess by reason of its ownership of securities in such other corporation.

ARTICLE V - STOCK

Section 1. Certificates of Stock.

Each shareholder shall be entitled to a certificate signed by, or in the name of the Corporation by, the President or a Vice President, and by the Secretary or an Assistant Secretary, or the Treasurer or an Assistant Treasurer, certifying the number of shares owned by him or her. Any or all of the signatures on the certificate may be by facsimile. Each certificate representing shares of Class B non-voting common stock shall bear a legend on its front or back which describes the voting restrictions applicable to such shares.

Section 2. Transfers of Stock.

Transfers of stock shall be made only upon the transfer books of the Corporation kept at an office of the Corporation or by transfer agents designated to transfer shares of the stock of the Corporation. Except where a certificate is issued in accordance with Section 4 of Article V of these Bylaws, an outstanding certificate for the number of shares involved shall be surrendered for cancellation before a new certificate is issued therefor.

Section 3. Record Date.

In order that the Corporation may determine the shareholders entitled to notice of or to vote at any meeting of the shareholders, or to receive payment of any dividend or other distribution or allotment of any rights or to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix a record date, which record date shall not precede the date on which the resolution fixing the record date is adopted and which record date shall not be more than sixty (60) nor less than ten (10) (or in the case of a merger or consolidation, not less than twenty (20)) days before the date of any meeting of the shareholders, nor more than sixty (60) days prior to the time for such other action as herein before described; provided, however, that if no record date has been set for the purpose of determining the shareholders entitled to notice of or to vote at a meeting of the shareholders, such record date shall be as of the close of business on the day next preceding the day on which notice is given or, if notice is waived, as of the close of business on the day next preceding the day on which the meeting is held; and if no record date has been set for the purpose of determining the shareholders entitled to receive payment of any dividend or other distribution or allotment of rights or to exercise any rights of change, conversion or exchange of stock or for any other purpose, such record date shall be as of the close of business on the day on which the Board of Directors adopts a resolution relating thereto.

A determination of the shareholders of record entitled to notice of or to vote at a meeting of the shareholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

In order that the Corporation may determine the shareholders entitled to consent to corporate action in writing without a meeting, the Board of Directors may fix a record date, which shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which record date

shall not be more than ten (10) days after the date upon which the resolution fixing the record date is adopted. If no record date has been fixed by the Board of Directors and no prior action by the Board of Directors is required by the Act, the record date shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the Corporation in the manner prescribed by Article I, Section 9 hereof. If no record date has been fixed by the Board of Directors and prior action by the Board of Directors is required by the Act with respect to the proposed action by written consent of the shareholders, the record date for determining shareholders entitled to consent to corporate action in writing shall be as of the close of business on the day on which the Board of Directors adopts the resolution taking such prior action.

Section 4. Lost, Stolen or Destroyed Certificates.

In the event of the loss, theft or destruction of any certificate of stock, another may be issued in its place pursuant to such regulations as the Board of Directors may establish concerning proof of such loss, theft or destruction and concerning the giving of a satisfactory bond or bonds of indemnity.

Section 5. Regulations.

The issue, transfer, conversion and registration of certificates of stock shall be governed by such other regulations as the Board of Directors may establish.

ARTICLE VI - NOTICES

Section 1. Notices.

Except as otherwise specifically provided herein or required by law, all notices required to be given to any shareholder, director, officer, employee or agent shall be in writing and may in every instance be effectively given by hand delivery to the recipient thereof, or by depositing such notice in the mails, postage paid. Any such notice shall be addressed to such shareholder, director, office, employee or agent at his or her last known address as the same appears on the books of the Corporation. The time when such notice is received, if hand delivered, or dispatched, if delivered through the mails or by telegram or mailgram, shall be the time of the giving of the notice.

Section 2. Waivers.

A written waiver of any notice, signed by a shareholder, director, officer, employee or agent, whether before or after the time of the event for which notice is to be given, shall be deemed equivalent to the notice required to be given to such shareholder, director, officer, employee or agent. Neither the business nor the purpose of any meeting need be specified in such a waiver.

ARTICLE VII - MISCELLANEOUS

Section l. Facsimile Signatures.

In addition to the provisions for use of facsimile signatures elsewhere specifically authorized in these Bylaws, facsimile signatures of any officer or officers of the Corporation may be used whenever and as authorized by the Board of Directors or a committee thereof.

Section 2. Corporate Seal.

The Board of Directors may provide a suitable seal, containing the name of the Corporation, which seal shall be in the charge of the Secretary. If and when so directed by the Board of Directors or a committee thereof, duplicates of the seal may be kept and used by the Treasurer or by an Assistant Secretary or Assistant Treasurer.

Section 3. Reliance upon Books, Reports and Records.

To the extent permitted by applicable law, each director, each member of any committee designated by the Board of Directors, and each officer of the Corporation shall, in the performance of his or her duties, be fully protected in relying in good faith upon the books of account or other records of the Corporation and upon such information, opinions, reports or statements presented to the Corporation by any of its officers or employees or committees of the Board of Directors so designated, or by any other person as to matters which such director or committee member 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 Corporation.

Section 4. Fiscal Year.

The fiscal year of the Corporation shall be as fixed by the Board of Directors.

Section 5. Time Periods.

In applying any provision of these Bylaws which requires that an act be done or not be done a specified number of days prior to an event or that an act be done during a period of a specified number of days prior to an event, calendar days shall be used, the day of the doing of the act shall be excluded, and the day of the event shall be included.

ARTICLE VIII - INDEMNIFICATION OF OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS

Section 1. Right to Indemnification.

Each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding") (other, than an action by or in the right of the Corporation), by reason of the fact that he or she is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan (hereinafter an "indemnitee"), whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent or in any other capacity while serving as a director, officer, employee or agent, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the Act, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than such law permitted the Corporation to provide prior to such amendment), against all expense, liability and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) actually and reasonably incurred or suffered by such indemnitee in connection therewith if such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order settlement, conviction or upon a plea of nolo contendere or its equivalent, shall not, by itself, create a presumption that the person did not act in

good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Corporation or, with respect to any criminal action or proceeding, that the person had reasonable cause to believe that his or her conduct was unlawful; provided, however, that, except as provided in Section 2 of this ARTICLE VIII with respect to proceedings to enforce rights to indemnification, the Corporation shall indemnify any such indemnitee in connection with a proceeding (or part thereof) initiated by such indemnitee only if such proceeding (or part thereof) was authorized by the Board of Directors of the Corporation.

Each person who was or is a party, or is threatened to be made a party to any proceeding by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that such person is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the Act, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than such law permitted the Corporation to provide prior to such amendment), against all expense, liability and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) actually and reasonably incurred or suffered by such indemnitee in connection therewith if such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Corporation, provided that no indemnification shall be made with respect to any claim, issue or matter as to which such person has been adjudged to have been liable to the Corporation, unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses as the court shall deem proper.

To the extent that a director, officer, employee or agent of the Corporation has been successful, on the merits or otherwise, in the defense of any action, suit or proceeding referred to in the two preceding paragraphs of this Section, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys, fees) actually and reasonably incurred by such person in connection therewith.

Any indemnification under the first two paragraphs of this Section (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case, upon a determination that indemnification of the director, officer,

employee or agent is proper in the circumstances because he or she has met the applicable standard of conduct set forth in such two paragraphs. Such determination shall be made (1) by the board of directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (2) if such a quorum is not obtainable, or, even if obtainable, if a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (3) by the shareholders.

Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the Corporation as authorized in this Section.

If the Corporation has paid indemnity or has advanced expenses to a director, officer, employee or agent, the Corporation shall report the indemnification or advance in writing to the shareholders with or before the notice of the next shareholders meeting.

For purposes of this Section, references to "the Corporation" shall include, in addition to the surviving corporation, any merging corporation (including any corporation having merged with a merging corporation) absorbed in a merger involving the Corporation which, if its separate existence had continued, would have had the power and authority to indemnify its directors, officers, employees or agents, so that any person who was a director, officer, employee or agent of such merging corporation, or was serving at the request of such merging corporation as a director, officer, employee or agent of another corporation, partnership, joint venture trust or other enterprise, shall stand in the same position under the provisions of this Section with respect to the surviving corporation as such person would have with respect to such merging corporation if its separate existence had continued.

For purposes of this Section, references to "other enterprises" shall include employee benefit plans; references to "fines" shall include any excise taxes assessed on a person with respect to an employee benefit plan; and references to "serving at the request of the Corporation" shall include any service as a director, officer, employee or agent of the Corporation upon which the Corporation imposes duties, or any service by such director, officer, employee or agent with respect to an employee benefit plan or its participants or beneficiaries. A person who acted in good faith and in a manner he or she reasonably believed to be in the best interests

of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interest of the Corporation" as referred to in this Section.

The indemnification and advancement of expenses provided by or granted under this Section shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director, officer, employee or agent of the Corporation and shall inure to the benefit of the heirs, executors and administrators of that person.

Section 2. Right of Indemnitee to Bring Suit.

If a claim under Section 1 of this ARTICLE VIII is not paid in full by the Corporation within sixty (60) days, or in the case of an advancement of expenses within twenty (20) days, after a written claim has been received by the Corporation, the indemnitee may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim. If an indemnitee is successful in whole or in part in any such suit, or in a suit brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, such indemnitee shall also be entitled to reimbursement for the expenses of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) in any suit brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met any applicable standard for indemnification set forth in the Act. Neither the failure of the Corporation (including its Board of Directors, independent legal counsel or shareholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee is proper in the circumstances because the indemnitee has met the applicable standard of conduct set forth in the Act, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel or shareholders) that the indemnitee has not met such applicable standard of conduct, shall create a presumption that the indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the indemnitee, be a defense to such suit.In any suit brought by the indemnitee to enforce a right to indemnification or to an advancement of expenses hereunder, or brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled to be indemnified, or to such advancement of expenses, under this ARTICLE VIII or otherwise, shall be on the Corporation.

Section 3. Non-Exclusivity of Rights.

The rights to indemnification and advancement of expenses conferred in this ARTICLE VIII shall not be exclusive of any other rights which any person seeking indemnification or advancement of expenses may have or may hereafter acquire under the corporation's Articles of Incorporation or these Bylaws, or any statute, agreement, vote of shareholders or disinterested directors or otherwise, both as to action taken in his or her official capacity and as to action in another capacity while holding such office.

Section 4. Insurance.

The Corporation shall purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or who is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against such person and incurred by such person 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 such person against such liability under the provisions of this ARTICLE VII.

ARTICLE IX - AMENDMENTS

These Bylaws may be amended or repealed by the Board of Directors at any meeting or by the shareholders at any meeting.

PENNSYLVANIA DEPARTMENT OF STATE
CORPORATION BUREAU

Articles of Incorporation-For Profit

(15 Pa.C.S.)

Entity Number: 3395633

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

Name: Pepper Hamilton LLP
Address: ~~200 One Keystone Plaza~~ North Front and Market Streets ~~P.O. Box 1181~~
City: Harrisburg State: PA Zip Code: 17108-1181

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

Fee: $125

Filed in the Department of State on APR 11 2005

Pedro A. Cortés

Secretary of the Commonwealth

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.").*

Children's Behavioral Health, 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
214 College Park Plaza	Johnstown	Pennsylvania	15904	Cambria

(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: 10,000

2355333- 222

DSCB:15-1306,2102/2303/2702/2903/3101/7102A-2

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

Name		Address
Heather L.	Reid	c/o Pepper Hamilton LLP 3000 Two Logan Square, 18th and Arch Streets Philadelphia, Pennsylvania 19103

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

7. Additional provisions of the articles, if any, attach an 8½ 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

8th day of April, 2005.

Heather L. Reid
Signature

Signature

BYLAWS

OF

CHILDREN'S BEHAVIORAL HEALTH, INC.

ARTICLE I
OFFICES

Section 1.1 **Registered Office.** The registered office of Children's Behavioral Health, Inc. (the "Corporation") in the Commonwealth of Pennsylvania shall be as specified in the Articles of Incorporation of the Corporation as they may from time to time be amended (the "Articles") or at such other place as the Board of Directors of the Corporation (the "Board") may specify in a statement of change of registered office filed with the Department of State of the Commonwealth of Pennsylvania.

Section 1.2 **Other Offices.** The Corporation may also have an office or offices at such other place or places either within or without the Commonwealth of Pennsylvania as the Board may from time to time determine or the business of the Corporation requires.

ARTICLE II
MEETINGS OF THE SHAREHOLDERS

Section 2.1 **Place.** All meetings of the shareholders shall be held at such places, within or without the Commonwealth of Pennsylvania, as the Board may from time to time determine.

Section 2.2 **Annual Meeting.** A meeting of the shareholders for the election of directors shall be held on such date as the Board shall determine. If the annual meeting is not called and held within six (6) months after the designated time for such meeting, any shareholder may call the meeting at any time after the expiration of such six-month period.

Section 2.3 **Written Ballot.** Unless required by a vote of the shareholders before the voting begins, elections of directors need not be by written ballot.

Section 2.4 **Special Meetings.** Special meetings of the shareholders, for any purpose or purposes, may be called at any time by the President of the Corporation, by shareholders entitled to cast at least twenty percent (20%) of the votes that all shareholders are entitled to cast at the particular meeting, or by the Board, upon written request delivered to the Secretary of the Corporation. Any request for a special meeting of shareholders shall state the purpose or purposes of the proposed meeting. Upon receipt of any such request, it shall be the duty of the Secretary of the Corporation to give notice, in a manner consistent with Section 2.6 of these Bylaws, of a special meeting of the shareholders to be held at such time as the Secretary of the Corporation may fix, which time may not be, if the meeting is called pursuant to a statutory right, more than sixty (60) days after receipt of the request. If the Secretary of the Corporation shall neglect or refuse to fix the date of the meeting and give notice thereof, the person or persons calling the meeting may do so.

Section 2.5 **Scope of Special Meetings.** Business transacted at any special meeting shall be confined to the business stated in the notice.

Section 2.6 **Notice.** Written notice of every meeting of the shareholders, stating the place, the date and hour thereof and, in the case of a special meeting of the shareholders, the general nature of the business to be transacted thereat, shall be given in a manner consistent with the provisions of Section 12.5 of these Bylaws at the direction of the Secretary of the Corporation or, in the absence of the Secretary of the Corporation, any Assistant Secretary of the Corporation, at least ten (10) days prior to the day named for a meeting called to consider a fundamental change under Chapter 19 of the Pennsylvania Business Corporation Law of 1988, as it may from time to time be amended (the "1988 BCL"), or five (5) days prior to the day named for the meeting in any other case, to each shareholder entitled to vote thereat on the date fixed as a record date in accordance with Section 8.1 of these Bylaws or, if no record date be fixed, then of record at the close of business on the 10th 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 of the meeting, at such address (or facsimile or telephone number), as appears on the transfer books of the Corporation.

Any notice of any meeting of shareholders shall state that, for purposes of any meeting that has been previously adjourned for one or more periods aggregating at least fifteen (15) days because of an absence of a quorum, the shareholders entitled to vote who attend such a meeting, although less than a quorum pursuant to Section 2.7 of these Bylaws, shall nevertheless constitute a quorum for the purpose of acting upon any matter set forth in the original notice of the meeting that was so adjourned.

Section 2.7 **Quorum.** Except as otherwise provided in a bylaw adopted by the shareholders, the shareholders present in person or by proxy, entitled to cast at least a majority of the votes that all shareholders are entitled to cast on any particular matter to be acted upon at the meeting, shall constitute a quorum for the purposes of consideration of, and action on, such matter. The shareholders present in person or by proxy at a duly organized meeting can continue to do business until the adjournment thereof notwithstanding the withdrawal of enough shareholders to leave less than a quorum. If a meeting cannot be organized because a quorum has not attended, the shareholders present in person or by proxy may, except as otherwise provided by the 1988 BCL and subject to the provisions of Section 2.8 of these Bylaws, adjourn the meeting to such time and place as they may determine.

Section 2.8 **Adjournment.** Adjournments of any regular or special meeting may be taken but any meeting at which directors are to be elected shall be adjourned only from day to day, or for such longer periods not exceeding fifteen (15) days as the shareholder present and entitled to vote shall direct, until the directors have been elected. Other than as provided in the last sentence of Section 2.6 of these Bylaws, notice of the adjourned meeting or the business to be transacted thereat need not be given, other than announcement at the meeting at which adjournment is taken, unless the Board fixes a new record date for the adjourned meeting or the 1988 BCL requires notice of the business to be transacted and such notice has not previously been given. At any adjourned meeting at

which a quorum is present, any business may be transacted that might have been transacted at the meeting as originally noticed.

Unless otherwise provided in a bylaw adopted by the shareholders, those shareholders entitled to vote present in person or by proxy, although less than a quorum pursuant to Section 2.7 of these Bylaws, shall nevertheless constitute a quorum for the purpose of (a) electing directors at a meeting called for the election of directors that has been previously adjourned for lack of a quorum, and (b) acting, at a meeting that has been adjourned for one or more periods aggregating fifteen (15) days because of an absence of a quorum, upon any matter set forth in the original notice of such adjourned meeting, provided that such original notice shall have complied with the last sentence of Section 2.6 of these Bylaws.

Section 2.9 **Majority Voting.** Any matter brought before a duly organized meeting for a vote of the shareholders shall be decided by a majority of the votes cast at such meeting by the shareholders present in person or by proxy and entitled to vote thereon, unless the matter is one for which a different vote is required by express provision of the 1988 BCL, the Articles or a bylaw adopted by the shareholders, in any of which case(s) such express provision shall govern and control the decision on such matter.

Section 2.10 **Voting Rights.** Except as otherwise provided in the Articles, at every meeting of the shareholders, every shareholder entitled to vote shall have the right to one (1) vote for each share having voting power standing in his or her name on the books of the Corporation.

Section 2.11 **Proxies.** Every shareholder entitled to vote at a meeting of the shareholders or to express consent or dissent to corporate action in writing may authorize another person to act for him or her 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. Every proxy shall be executed in writing by the shareholder or by the shareholder's duly authorized attorney

in fact and filed with the Secretary of the Corporation. A proxy, unless coupled with an interest, shall be revocable at will, notwithstanding any other agreement or any provision in the proxy to the contrary, but the revocation of a proxy shall not be effective until written notice of revocation has been given to the Secretary of the Corporation. No unrevoked proxy shall be valid after three (3) years from the date of its execution, unless a longer time is expressly provided therein. A proxy shall not be revoked by the death or incapacity of the maker unless, before the vote is counted or the authority is exercised, written notice of such death or incapacity is given to the Secretary of the Corporation.

Section 2.12 **Voting Lists.** The officer or agent having charge of the transfer books for securities of the Corporation shall make a complete list of the shareholders entitled to vote at a meeting of the shareholders, arranged in alphabetical order, with the address of and the number of shares held by each shareholder, which 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.

Section 2.13 **Judges of Election.** In advance of any meeting of the shareholders, the Board may appoint judges of election, who need not be shareholders, to act at such meeting or any adjournment thereof. If judges of election are not so appointed, the presiding officer of any such meeting may, and on the request of any shareholder shall, appoint judges of election at the meeting. The number of judges shall be one (1) or three (3), as determined by the Board to be appropriate under the circumstances. No person who is a candidate for office to be filled at the meeting shall act as a judge at the meeting. The judges of election shall do all such acts as may be proper to conduct the election or vote with fairness to all shareholders, and shall make a written report of any matter determined by them and execute a certificate of any fact found by them, if requested by the presiding officer of the meeting or any shareholder or the proxy of any shareholder. If there are three judges of

election, the decision, act or certificate of a majority shall be effective in all respects as the decision, act or certificate of all.

Section 2.14 **Participation by Conference Call.** The right of any shareholder to participate in any shareholders' meeting by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting may hear each other, in which event all shareholders so participating shall be deemed present at such meeting, shall be granted solely in the discretion of the Board.

ARTICLE III
SHAREHOLDER ACTION BY WRITTEN CONSENT

Section 3.1 **Unanimous 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 if, prior or subsequent to the action, a consent or consents thereto in writing, setting forth the action so taken, shall be signed by all of the shareholders who would be entitled to vote at a meeting for such purpose and filed with the Secretary of the Corporation.

Section 3.2 **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. An action taken pursuant to this section shall not become effective until at least ten (10) days' written notice has been given to each shareholder entitled to vote thereon who has not consented thereto.

Section 3.3 **Record Date- Consents.** Except as otherwise provided in Section 8.1 of these Bylaws, the record date for determining shareholders entitled to express consent or dissent to action in writing without a meeting, when prior action by the Board is not necessary, shall be at the close of business on the day on which the first written consent or dissent is filed with the Secretary of the

Corporation. If prior action by the Board is necessary, then the record date for determining such shareholders shall be at the close of business on the day on which the Board adopts the resolution relating to such action.

ARTICLE IV
DIRECTORS

Section 4.1 **Number and Qualifications.** The Board shall consist of one (1) or more directors as determined from time to time by the Board. Except as provided in Section 4.4 of these Bylaws, in the case of vacancies, directors, other than those constituting the first board of directors, shall be elected by the shareholders. Directors shall be natural persons of full age and need not be residents of the Commonwealth of Pennsylvania or security holders of the Corporation.

Section 4.2 **Term.** Each director shall be elected to serve a term of one (1) year and until a successor is elected and qualified or until the director's earlier death, resignation or removal.

Section 4.3 **Nominations of Directors.** Nominees for election to the Board shall be selected by the Board or a committee of the Board to which the Board has delegated the authority to make such selections pursuant to Section 4.11 of these Bylaws. The Board or such committee, as the case may be, will consider written recommendations from shareholders for nominees for election to the Board provided such recommendation, together with (a) a written description of the proposed nominee's qualifications and other relevant biographical information, (b) a description of any arrangements or understandings among the recommending shareholder and each nominee and any other person with respect to such nomination, and (c) the consent of each nominee to serve as a director of the Corporation if so elected, is received by the Secretary of the Corporation not later than the tenth day after the giving of notice of the meeting at which directors are to be elected. Only

persons duly nominated for election to the Board in accordance with this Section 4.3 shall be eligible for election to the Board.

Section 4.4 **Vacancies.** Vacancies in the Board, including vacancies resulting from an increase in the number of directors, shall be filled by a majority vote of the remaining members of the Board, even though less than a quorum, or by a sole remaining director, and each person so elected shall serve as a director for the balance of the unexpired term. If one (1) or more directors resign from the Board effective at a future date, then the directors then in office, including those who have resigned, shall have the power to fill the vacancies by a majority vote, the vote thereon to take effect when the resignations become effective.

Section 4.5 **Removal.** The entire Board or any one (1) or more directors may be removed from office without assigning any cause by the vote of the shareholders.

Section 4.6 **Powers.** The business and affairs of the Corporation shall be managed under the direction of its Board, which may exercise all powers of the Corporation and do all such lawful acts and things as are not by statute or by the Articles or these Bylaws directed or required to be exercised and done by the shareholders.

Section 4.7 **Place of Board Meetings.** Meetings of the Board may be held at such place within or without the Commonwealth of Pennsylvania as the Board may from time to time appoint or as may be designated in the notice of the meeting.

Section 4.8 **First Meeting of Newly Elected Board.** The first meeting of each newly elected Board may be held at the same place and immediately after the meeting at which such directors were elected and no notice shall be required other than announcement at such meeting. If such first meeting of the newly elected Board is not so held, then notice of such meeting shall be

given in the same manner as set forth in Section 4.9 of these Bylaws with respect to notice of regular meetings of the Board.

Section 4.9 **Regular Board Meetings; Notice.** Regular meetings of the Board may be held at such times and places as shall be determined from time to time by resolution of at least a majority of the whole Board at a duly convened meeting, or by unanimous written consent. The Secretary may, but need not, provide notice of each regular meeting of the Board, specifying the date, place and hour of the meeting in a manner consistent with Section 12.5 of these Bylaws.

Section 4.10 **Special Board Meetings; Notice.** Special meetings of the Board may be called by the President of the Corporation on notice to each director, specifying the date, place and hom of the meeting and given within the same time and in the same manner provided for notice of regular meetings in Section 4.9 of these Bylaws. Special meetings shall be called by the Secretary of the Corporation in like manner and on like notice on the written request of two (2) or more directors.

Section 4.11 **Quorum of the Board.** At all meetings of the Board, the presence of a majority of the directors in office shall constitute a quorum for the transaction of business, and 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. If a quorum shall not be present at any meeting of directors, then the directors present thereat may adjourn the meeting. It shall not be necessary to give any notice of the adjourned meeting or of the business to be transacted thereat other than by announcement at the meeting at which such adjournment is taken.

Section 4.12 **Committees of Directors.** The Board may, by resolution adopted by a majority of the directors in office, establish one (1) or more committees, each committee to consist of one (1) or more of the directors, and 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 the purposes of any written action by the committee. Any such committee, to the extent provided in such resolution of the Board or in these Bylaws, shall have and may exercise all of the powers and authority of the Board; provided, however, that no such committee shall have any power or authority to (a) submit to the shareholders any action requiring approval of the shareholders under the 1988 BCL, (b) create or fill vacancies on the Board, (c) amend or repeal these Bylaws or adopt new bylaws, (d) amend or repeal any resolution of the Board that by its terms is amendable or repealable only by the Board, (e) act on any matter committed by these Bylaws or by resolution of the Board to another committee of the Board, (f) amend the Articles, or (g) adopt a plan or an agreement of merger or consolidation. In the absence or disqualification of a member or alternate member or members of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not a quorum is present, may unanimously appoint another director to act at the meeting in the place of any absent or disqualified member. Minutes of all meetings of any committee of the Board shall be kept by the person designated by such committee to keep such minutes. Copies of such minutes and any writing setting forth an action taken by written consent without a meeting shall be distributed to each member of the Board promptly after such meeting is held or such action is taken. Each committee of the Board shall serve at the pleasure of the Board.

Section 4.13 **Participation in Board Meetings by Telephone.** One (1) or more directors may participate in a meeting of the Board or of a committee of the Board by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and all directors so participating shall be deemed present at the meeting.

Section 4.14 **Action by Consent of Directors.** Any action required or permitted to be taken at a meeting of the Board or of a committee of the Board may be taken without a meeting if,

prior or subsequent to the action, a consent or consents in writing setting forth the action so taken shall be signed by all of the directors in office or the members of the committee, as the case may be, and filed with the Secretary of the Corporation.

Section 4.15 **Compensation of Directors.** The Board may, by resolution, fix the compensation of directors for their services as directors. A director may also serve the Corporation in any other capacity and receive compensation therefor.

Section 4.16 **Directors' Liability.** No person who is or was a director of the Corporation shall 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 the duties of his or her office under the 1988 BCL and (b) the breach or failure to perform constitutes self-dealing, willful misconduct or recklessness, or unless such liability is imposed pursuant to a criminal statute or for the payment of taxes pursuant to local, state or federal law.

ARTICLE V
OFFICERS

Section 5.1 **Number and Qualification.** The officers of the Corporation shall be a President, a Secretary, and a Treasurer, or persons who shall act as such, regardless of the name or title by which they may be designated, elected or appointed, and, in addition, the Corporation may have one (1) or more Vice Presidents and such other officers and assistant officers as the Board may elect. The President, all Vice Presidents and the Secretary shall be natural persons of full age. The Treasurer may be a corporation, but if a natural person shall be of full age. Any number of offices may be held by the same person. Officers may, but need not be, shareholders or members of the Board.

Section 5.2 **Election.** The officers and assistant officers shall be elected or appointed by the Board at its annual meeting, or as soon thereafter as possible, and shall hold office for a term of one (1) year and until their successors are selected and qualified or until their earlier death, resignation or removal.

Section 5.3 **Other Officers.** The Corporation may have such other officers, assistant officers, agents and employees as the Board may deem necessary, each of whom shall hold office for such period, have such authority and perform such duties as the Board or the President may from time to time determine. The Board may delegate to the President the power to appoint or remove, and set the compensation of, any such other officers and any such agents or employees.

Section 5.4 **Compensation.** Except as provided in Section 5.3 of these Bylaws, the salaries of all officers of the Corporation shall be fixed by the Board.

Section 5.5 **Vacancies.** A vacancy by reason of death, resignation or removal of any officer or assistant officer or by reason of the creation of a new office may be filled by the Board.

Section 5.6 **Removal.** Any officer or agent may be removed by the Board, or by an officer pursuant to Section 5.3 of these Bylaws, with or without cause, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. The election or appointment of an officer or agent shall not of itself create any contract rights.

Section 5.7 **General Duties.** All officers and assistant officers, as between themselves and the Corporation, shall have such authority and perform such duties in the management of the Corporation as may be provided in these Bylaws and as may be determined by resolution of the Board not inconsistent with these Bylaws.

Section 5.8 **The President.** The President shall be the chief executive officer of the Corporation; he or she shall preside at all meetings of the shareholders and directors, shall have

general and active management of the business of the Corporation and shall see that all orders and resolutions of the Board are carried into effect.

Section 5.9 **The Vice Presidents.** The Vice President, or if there shall be more than one (1), the Vice Presidents, in the order determined by the Board, shall, in the absence or disability of the President, perform the duties and exercise the powers of the President and shall perform such other duties and have such other powers as the Board may from time to time prescribe or the President may delegate to them.

Section 5.10 **The Secretary.** The Secretary shall attend all sessions of the Board and all meetings of the shareholders and record all the votes of the Corporation and the minutes of all the transactions in a book to be kept for that purpose, and shall perform like duties for the committees of the Board when required. The Secretary shall give, or cause to be given, notice of all meetings of the shareholders and of the Board, and shall perform such other duties as may be prescribed by the Board or the President, under whose supervision the Secretary shall be. He or she shall keep in safe custody the corporate seal, if any, of the Corporation.

Section 5.11 **The Treasurer.**

(a) The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation, and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as shall be designated by the Board.

(b) The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board, taking proper vouchers for such disbursements, and shall render to the President and directors, at the regular meetings of the Board, or whenever they may require it, an account of all his or her transactions as Treasurer.

Section 5.12 **Bonds.** If required by the Board, any officer shall give the Corporation a bond in such sum, and with such surety or sureties as may be satisfactory to the Board, for the faithful discharge of the duties of his or her office and for the restoration to the Corporation, in the case of his or her death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his or her possession or under his or her control belonging to the Corporation.

ARTICLE VI
CERTIFICATES FOR SHARES

Section 6.1 **Share Certificates.** The certificates representing shares of the Corporation shall be numbered and registered in a share register as they are issued. The share register shall exhibit the names and addresses of all registered holders and the number and class of shares and the series, if any, held by each.

The Certificate shall state that the Corporation is incorporated under the laws of the Commonwealth of Pennsylvania, the name of the registered holder and the number and class of shares and the series, if any, represented thereby. If, under its Articles, the Corporation is authorized to issue shares of more than one class or series, then each Certificate shall set forth, or shall contain a statement that the Corporation will furnish to any shareholder upon request and without charge, a full or summary statement of the designations, voting rights, preferences, limitations and special rights of the shares of each class or series authorized to be issued so far as they have been fixed and determined and the authority of the Board to fix and determine such rights.

Section 6.2 **Execution of Certificates.** Every share certificate shall be executed, by facsimile or otherwise, by or on behalf of the Corporation, by the President, by any Vice-President, or by the Secretary. In case any officer who has signed or whose facsimile signature has been placed

upon any share certificate shall have ceased to be such officer, because of death, resignation or otherwise, before the certificate is issued, it may be issued by the Corporation with the same effect as if the officer had not ceased to be such at the time of issue.

ARTICLE VII
TRANSFER OF SHARES

Section 7.1 **Transfer; Duty of lnquiry.** Upon presentment to the Corporation or its transfer agent of a share certificate endorsed by the appropriate person or accompanied by proper evidence of succession, assignment or authority to transfer, a new certificate shall be issued to the person entitled thereto and the old certificate cancelled and the transfer registered upon the books of the Corporation, unless the Corporation or its transfer agent has a duty to inquire as to adverse claims with respect to such transfer which has not been discharged. The Corporation shall have no duty to inquire into adverse claims with respect to transfers of its securities or the rightfulness thereof unless (a) the Corporation has received written notification of an adverse claim at a time and in a manner which affords the Corporation a reasonable opportunity to act on it before the issuance of a new, reissued or re-registered share certificate and the notification identifies the claimant, the registered owner and the issue of which the share or shares are a part and provides an address for communications directed to the claimant; or (b) the Corporation has required and obtained, with respect to a fiduciary, a copy of a will, trust, indenture, articles of co- partnership, bylaws or other controlling instruments, for a purpose other than to obtain appropriate evidence of the appointment or incumbency of the fiduciary, and such documents indicate, upon reasonable inspection, the existence of an adverse claim.

Section 7.2 **Discharging Duty of Inquiry.** The Corporation may discharge any duty of inquiry by any reasonable means, including notifying an adverse claimant by registered or certified

mail at the address furnished by the claimant or, if there is no such address, at the claimant's residence or regular place of business, that the security has been presented for registration of transfer by a named person, and that the transfer will be registered unless within thirty (30) days from the date of mailing the notification, either (a) an appropriate restraining order, injunction or other process issues from a court of competent jurisdiction or (b) an indemnity bond, sufficient in the Corporation's judgment to protect the Corporation and any transfer agent, registrar or other agent of the Corporation involved from any loss which it or they may suffer by complying with the adverse claim, is filed with the Corporation.

ARTICLE VIII
RECORD DATE; IDENTITY OF SHAREHOLDERS

Section 8.1 **Record Date.** The Board may fix a time, prior to the date of any meeting of the 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 not be more than ninety (90) days prior to the date of the meeting. Except as otherwise provided in Section 8.2 of these Bylaws, only the shareholders of record at the close of business on the date so fixed shall be entitled to notice of, or to vote at, such meeting, notwithstanding any transfer of securities on the books of the Corporation after any record date so fixed. The Board may similarly fix a record date for the determination of shareholders for any other purpose. When a determination of shareholders of record has been made as herein provided 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.

Section 8.2 **Certification of Nominee.** The Board may adopt a procedure whereby a shareholder may certify in writing to the Secretary of the Corporation that all or a portion of the shares registered in the name of the shareholder are held for the account of a specified person or

persons. The Board, in adopting such procedure, may specify (a) the classification of shareholder who may certify, (b) the purpose or purposes for which the certification may be made, (c) the form of certification and the information to be contained therein, (d) as to certifications with respect to a record date, the date after the record date by which the certification must be received by the Secretary of the Corporation, and (e) such other provisions with respect to the procedure as the Board deems necessary or desirable. Upon receipt by the Secretary of the Corporation of a certification complying with the procedure, the persons specified in the certification shall be deemed, for the purpose or purposes set forth in the certification, to be the holders of record of the number of shares specified instead of the persons making the certification.

ARTICLE IX
REGISTERED SHAREHOLDERS

Section 9.1 Before due presentment for transfer of any shares, the Corporation shall treat the registered owner thereof as the person exclusively entitled to vote, to receive notifications and otherwise to exercise all the rights and powers of an owner, and shall not be bound to recognize any equitable or other claim or interest in such securities, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of the Commonwealth of Pennsylvania or Section 8.2 of these Bylaws.

ARTICLE X
LOST CERTIFICATES

Section 10.1 If the owner of a share certificate claims that it has been lost, destroyed, or wrongfully taken, then the Corporation shall issue a new certificate in place of the original certificate if the owner so requests before the Corporation has notice that the certificate has been acquired by a bona fide purchaser, and if the owner has filed with the Corporation an indemnity bond and an

affidavit of the facts satisfactory to the Board or its designated agent, and has complied with such other reasonable requirements, if any, as the Board may deem appropriate.

ARTICLE XI
DISTRIBUTIONS

Section 11.1 **Distributions.** Distributions upon the shares of the Corporation, whether by dividend, purchase or redemption or other acquisition of its shares subject to any provisions of the Articles related thereto, may be authorized by the Board at any regular or special meeting of the Board and may be paid directly or indirectly in cash, in property or by the incurrence of indebtedness by the Corporation.

Section 11.2 **Reserves.** Before the making of any distributions, there may be set aside out of any funds of the Corporation available for distributions such sum or sums as the Board from time to time, in its absolute discretion, deems proper as a reserve fund to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for such other purpose as the Board shall deem conducive to the interests of the Corporation, and the Board may abolish any such reserve in the manner in which it was created.

Section 11.3 **Stock Dividends/Splits.** Stock dividends or splits upon the shares of the corporation, subject to any provisions of the Articles related thereto, may be authorized by the Board at any regular or special meeting of the Board.

ARTICLE XII
GENERAL PROVISIONS

Section 12.1 **Financial Reports to Shareholders.** Unless waived in a written agreement by the shareholders, separate from the Articles of lncorporation or these Bylaws, the Corporation shall furnish to its shareholders annual financial statements, including at least a balance sheet as of

the end of each fiscal year and a statement of income and expenses for the fiscal year. The financial statements shall be prepared on the basis of generally accepted accounting principles, if the Corporation prepares financial statements for the fiscal year on that basis for any purpose, and may be consolidated statements of the Corporation and one or more of its subsidiaries. The financial statements shall be mailed by the Corporation to each of its shareholders entitled thereto within 120 days after the close of each fiscal year and, after the mailing and upon written request, shall be mailed by the Corporation to any shareholder or beneficial owner entitled thereto to whom a copy of the most recent annual financial statements has not previously been mailed. Statements that are audited or reviewed by a public accountant shall be accompanied by the report of the accountant. In other cases, each copy shall be accompanied by a statement of the person in charge of the financial records of the Corporation:

(a) stating his reasonable belief as to whether or not the financial statements were prepared in accordance with generally accepted accounting principles and, if not, describing the basis of presentation, and

(b) describing any material respects in which the financial statements were not prepared on a basis consistent with those prepared for the previous year.

Section 12.2 **Checks and Notes.** All checks or demands for money and notes of the Corporation shall be signed by such officer or officers as the Board may from time to time designate.

Section 12.3 **Fiscal Year.** The fiscal year of the Corporation shall be as determined by the Board.

Section 12.4 **Seal.** The corporate seal, if any, shall have inscribed thereon the name of the Corporation, the year of its organization and the words "Corporate Seal, Pennsylvania." Such seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any manner

reproduced. The affixation of the corporate seal shall not be necessary to the valid execution, assignment or endorsement of any instrument or other document by the Corporation.

Section 12.5 **Notices.** Whenever, under the provisions of the 1988 BCL or of the Articles or of these Bylaws or otherwise, written notice is required to be given to any person, it may be given to such person either personally or by sending a copy thereof by first class or express mail, postage prepaid, telegram (with messenger service specified), telex, TWX (with answerback received), courier service (with charges prepaid) or facsimile transmission, to his or her address, (or to his or her telex, TWX, or facsimile number), appearing on the books of the Corporation or, in the case of directors, supplied by the director to the Corporation for the purpose of notice. If the notice is sent by mail, telegraph or courier service, then it shall be deemed to have been given to the person entitled thereto when deposited in the United States mail or with a telegraph office or courier service for delivery to that person. A notice given by telex or TWX shall be deemed to have been given when dispatched.

Section 12.6 **Waiver of Notice.** Whenever any notice is required to be given by the 1988 BCL or by 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 such notice. Neither the business to be transacted at nor the purpose of a meeting need be specified in the waiver of notice of the meeting. Attendance of a person at any meeting shall constitute a waiver of notice of the meeting, except where any 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, and the person so objects at the beginning of the meeting.

ARTICLE XIII
AMENDMENTS

Section 13.1 **Amendments.** The Bylaws may be adopted, amended or repealed by a majority vote of the shareholders entitled to vote thereon at any regular or special meeting duly convened or, except for a bylaw on a subject expressly committed to the shareholders by the 1988 BCL, by a majority vote of the members of the Board at any regular or special meeting duly convened, subject always to the power of the shareholders to change such action by the directors. In the case of a meeting of shareholders, written notice shall be given to each shareholder that the purpose, or one of the purposes, of the meeting is to consider the adoption, amendment or repeal of the Bylaws. There shall be included in, or enclosed with the notice, a copy of the proposed amendment or a summary of the changes to be effected thereby. Any change in the Bylaws shall take effect when adopted unless otherwise provided in the resolution effecting the change.

ARTICLE XIV
INDEMNIFICATION

Section 14.1 **Officers and Directors - Direct Actions.** The Corporation shall indemnify, to the extent permitted under these Bylaws, any person who was or is a party (other than a party plaintiff suing on his or her own behalf), or who is threatened to be made such a party, to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) arising out of, or in connection with, any actual or alleged act or omission or by reason of the fact that he or she is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director or officer of another domestic or foreign corporation for profit or not- for-profit, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if he or she met the standard of conduct of (a) acting in good faith and in a manner he or

she reasonably believed to be in, or not opposed to, the best interests of the Corporation and (b) with respect to any criminal proceeding, having no reasonable cause to believe his or her conduct was unlawful. The termination of any action or proceeding by judgment, order, settlement or conviction or upon a plea of nolo contendere or its equivalent shall not of itself create a presumption that the person did not act in good faith and in a manner that he or she reasonably believed to be in, or not opposed to, the best interests of the Corporation and, with respect to any criminal proceeding, had reasonable cause to believe that his or her conduct was unlawful.

Section 14.2 **Officers and Directors - Derivative Actions.** The Corporation shall indemnify any person who was or is a party (other than a party suing in the right of the Corporation), or is threatened to be made a party, to any threatened, pending or completed action by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that the person 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 domestic or foreign corporation for profit or not-for-profit, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection with the defense or settlement of the action if he or she met the standard of conduct of acting in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Corporation. Indemnification shall not be made in respect of any claim, issue or matter as to which the person has been adjudged to be liable to the Corporation unless and only to the extent that the Court of Common Pleas of the judicial district embracing the county in which the registered office of the Corporation is located or the court in which the action was brought determines upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for the expenses that the Court of Common Pleas or other court deems proper.

Section 14.3 **Employees and Agents.** The Corporation may, to the extent permitted by the 1988 BCL, indemnify any person who is or was an employee or agent of the Corporation, other than

an officer, or is or was serving at the request of the Corporation as an employee or agent of another domestic or foreign corporation for profit or not-for-profit, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him by reason of his service on behalf of the Corporation, provided such person has met the applicable standard of conduct as would apply in any particular instance under the 1988 BCL.

Section 14.4 **Mandatory Indemnification**. To the extent that a director, officer, employee or agent of the Corporation has been successful on the merits or otherwise in defense of any action or proceeding referred to in Sections 14.1, 14.2 or 14.3 of this Article XIV, or in defense of any claim, issue or matter therein, he or she shall be indemnified by the Corporation against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection therewith.

Section 14.5 **Advancing Expense.** Expenses (including attorneys' fees) incurred by an officer, director, employee or agent in defending any action or proceeding referred to in this Article XIV may be paid by the Corporation in advance of the final disposition of the action or proceeding upon receipt of an undertaking by or on behalf of such person to repay such amount if it is ultimately determined that he or she is not entitled to be indemnified by the Corporation as authorized in this Article XIV.

Section 14.6 **Procedure.**

(a) Unless ordered by a court, any indemnification under Sections 14.1, 14.2 or 14.3 of this Article XIV shall be made by the Corporation only as authorized in a specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because he or she has met the applicable standard of conduct set forth in Sections 14.1, 14.2 or 14.3.

(b) Expenses shall be advanced by the Corporation to a director or officer upon a determination that such person has met the applicable standard of conduct set forth in Sections 14.1 or 14.2 of this Article and has satisfied the terms set forth in Section 14.5 of this Article.

(c) Expenses may be advanced to an employee or agent of the Corporation upon a determination that such employee or agent has satisfied the terms of Sections 14.3 and 14.5 of this Article and, in view of all the circumstances of the case, such person is fairly and reasonably entitled to advancement of expenses.

(d) All determinations under this Section 14.6 shall be made:

(1) With respect to indemnification under Section 14.3 and advancement of expenses under Section 14.6(c), by the Board by a majority vote; and

(2) With respect to indemnification under Sections 14.1 or 14.2 and advancement of expenses under Section 14.6(b),

(A) By the Board by a majority vote of a quorum consisting of directors who were not parties to such action or proceeding, or

(B) If such a quorum is not obtainable, or, if obtainable and if a majority vote of a quorum of disinterested directors so directs, then by independent legal counsel in a written opinion, or

(C) By the shareholders.

Section 14.7 **Nonexclusivity of Indemnification.**

(a) The indemnification and advancement of expenses provided by, or granted pursuant to, this Article XIV shall not be deemed exclusive of any other rights to which a person seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, vote of shareholders or disinterested directors or otherwise, both as to actions in his or her official capacity and as to actions in another capacity while holding that office. Section 1728 (relating to

interested directors; quorum) of the 1988 BCL shall be applicable to any Bylaw, contract or transaction authorized by the directors under this Section 14.7. The Corporation may create a fund of any nature, which may, but need not be, under the control of a trustee, or otherwise secure or insure in any manner its indemnification obligations, whether arising under or pursuant to this Article XIV or otherwise.

(b) Indemnification pursuant to Section 14.7(a) shall not be made in any case where the act or failure to act giving rise to the claim for indemnification is determined by a court to have constituted willful misconduct or recklessness.

(c) Indemnification pursuant to Section 14.7(a) under any Bylaw, agreement, vote of shareholders or directors or otherwise, may be granted for any action taken or any failure to take any action and may be made whether or not the Corporation would have the power to indemnify the person under any other provision of law except as provided in this Section 14.7 and whether or not the indemnified liability arises or arose from any threatened or pending or completed action by or in the right of the Corporation.

Section 14.8 **Insurance.** The Corporation shall have power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another domestic or foreign corporation for profit or not-for-profit, partnership, joint venture, trust or other enterprise against any liability asserted against such person 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 that liability under the provisions of this Article XIV.

Section 14.9 **Past Officers and Directors.** The indemnification and advancement of expenses provided by, or granted pursuant to, this Article XIV shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director, officer,

employee or agent of the Corporation and shall inure to the benefit of the heirs and personal representatives of that person.

ARTICLES OF INCORPORATION
OF
COLLEGE COMMUNITY SERVICES

I

The name of this corporation is College Community Services.

II

This corporation is a nonprofit MUTUAL BENEFIT CORPORATION organized under the Nonprofit Mutual Benefit Corporation Law. The purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under such law.

III

The name and address in the State of California of this corporation's initial agent for service of process is:

Corporation Service Company
which will do business in California as
CSC-Lawyers Incorporating Service

IV

Notwithstanding any of the above statements of purposes and powers, this corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the specific purposes of this corporation.

/s/ Jerry Bloxham
Sole Incorporator, Jerry Bloxham

AMENDED AND RESTATED BYLAWS
OF
COLLEGE COMMUNITY SERVICES,
a Nonprofit Mutual Benefit Corporation

AMENDED AND RESTATED BYLAWS
OF
COLLEGE COMMUNITY SERVICES

ARTICLE I

PURPOSE

The specific purpose of this Corporation is to engage in any lawful act or activity for which a corporation may be organized under the Nonprofit Mutual Benefit Corporation Law.

ARTICLE II

PRINCIPAL OFFICE

The principal office of College Community Services (the "Corporation") is hereby fixed and located in the City of Los Angeles, California. The Board of Directors of the Corporation (the "Board") is hereby granted full power and authority to change said principal office from one location to another in the State of California. Any such change shall be noted by the secretary opposite this section, but shall not be considered an amendment of these Bylaws.

ARTICLE III

MEMBERS

Section 1. ELIGIBILITY. Except as provided in Section 7315(b) of the Nonprofit Mutual Benefit Corporation Law, the Corporation may admit any person to membership.

Section 2. VOTING AND NON-VOTING MEMBERS. The Corporation shall have only one class of members and all such members shall be voting members.

Section 3. VOTING. Each member in good standing on the record date as of which notice of a meeting is given to members shall be entitled to one (1) vote at such meeting.

Section 4. TERMINATION OF MEMBERSHIP; TRANSFERABILITY OF MEMBERSHIPS. The membership of any member shall terminate upon the member's death, dissolution, resignation, or upon the expiration of a membership issued for a specified period of time unless such membership is renewed in accordance with procedures adopted by the Board for the renewal of memberships. Memberships shall be freely transferable, and upon transfer of a member's interest in the Corporation, such member's interest shall automatically transfer in whole to the transferee of such interest.

ARTICLE IV

MEETINGS OF MEMBERS

Section 1. PLACE OF MEETINGS. Meetings of members shall be held at any place within the City of Los Angeles designated by the Board. In the absence of any such designation, members' meetings shall be held at the principal office of the Corporation.

Section 2. ANNUAL MEETING. The annual meeting of members shall be held each year on a date and at a time designated by the Board, provided, however, that if the first fiscal year of the Corporation is three (3) months or less in length, the Board need not call an annual meeting of members in such fiscal year. At each annual meeting directors shall be elected, and any other proper business may be transacted. The date so designated shall be within fifteen (15) months after the last annual meeting.

Section 3. SPECIAL MEETINGS. A special meeting of the members may be called at any time by the Board, or by the president, or by written petition signed by not less than five percent (5%) of the members.

If a special meeting is called by other than the Board, the request shall be in writing, specifying the general nature of the business proposed to be transacted. The officer receiving the request shall cause notice to be promptly given to the members entitled to vote, in accordance with these Bylaws, that a meeting will be held at a time fixed by the Board, not less than thirty five (35) nor more than ninety (90) days after the receipt of the request. If the notice is not given within twenty (20) days after receipt of the request, the person or persons requesting the meeting may give the notice. Nothing contained in this paragraph shall be construed as limiting, fixing or affecting the time when a meeting of members called by action of the Board may be held.

Section 4. NOTICE OF MEMBERS' MEETING. All notices of meetings of members shall be given in accordance with these Bylaws not less than ten (10) nor more than ninety (90) days before the date of the meeting. The notice shall specify the place, date and hour of the meeting and (i) in the case of a special meeting, the general nature of the business to be transacted, or (ii) in the case of the annual meeting, those matters which the Board, at the time of giving notice, intends to present for action by the members. The notice of any meeting at which directors are to be elected shall include the name of any nominee or nominees whom, at the time of the notice, management intends to present for election.

If action is proposed to be taken on any of the following proposals, the notice shall also state the general nature of the proposal:

(i) removal of a director without cause;

(ii) election of a director to fill a vacancy;

(iii) amendment of the Articles of Incorporation; or

(iv) voluntary dissolution of the Corporation.

Section 5. MANNER OF GIVING NOTICE. Notice of any meeting of members shall be given by first class mail, charges prepaid, addressed to the member at the address of that member appearing on the books of the Corporation or given by the member to the Corporation for the purpose of notice. If no such address appears on the Corporation's books or is given, notice shall be deemed to have been given if sent to that member by mail to the Corporation's principal office. Notice shall be deemed to have been given at the time when deposited in the mail.

If any notice or report addressed to a member at the address of such member appearing on the books of the Corporation is returned to the Corporation by the United States Postal Service marked to indicate that the United States Postal Service is unable to deliver the notice or report to the member at such address, all future notices or reports shall be deemed to have been duly given without further mailing if the same shall be available for the member upon written demand of the member at the principal office of the Corporation for a period of one (1) year from the date of the giving of the notice or report to all other members.

An affidavit of giving of any notice in accordance with the provisions of this part, executed by the secretary or assistant secretary, shall be prima facie evidence of the giving of the notice or report.

Section 6. QUORUM. Those members in attendance at a meeting shall constitute a quorum for the transaction of business, provided, however, that if less than one-third of the members eligible to vote are in attendance at the meeting, a vote may be taken only upon those matters, notice of the general nature of which was given in the notice of the meeting. No quorum is necessary to adjourn to a future time or date when such action results from the lack of a quorum.

Section 7. VOTING. The members' vote may be by voice vote or by ballot; provided, however, that any election for directors must be by ballot if demanded by any member before the voting has begun. Cumulative voting is not permitted.

Section 8. WAIVER OF NOTICE OR CONSENT BY ABSENT MEMBERS. The transactions of any meeting of members, either annual or special, however called and noticed, and wherever held, shall be as valid as though had at a meeting duly held after regular call and notice, if a quorum be present in person, and if, either before or after the meeting, each person entitled to vote, who was not present in person, signs a written waiver of notice or a consent to a holding of the meeting, or an approval of the minutes. The waiver of notice or consent need not specify either the business to be transacted or the purpose of any annual or special meeting of members, except that if action is taken or proposed to be taken for approval of any of those matters specified in the second paragraph of Section 4 of this Article IV, the waiver of notice or consent shall state the general nature of the proposal. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Attendance by a person at a meeting shall also constitute a waiver of notice of that meeting, except when the person objects, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened, and except that attendance at a meeting is not a waiver of any right to object to the consideration of matters not included in the notice of the meeting if that objection is expressly made at the meeting.

ARTICLE V

DIRECTORS

Section 1. POWERS. Subject to the provisions of the California Nonprofit Mutual Benefit Corporation Law and any limitations in the Articles of Incorporation or these By1aws, the business and affairs of the Corporation shall be managed and all Corporation powers shall be exercised by or under the direction of the Board.

Section 2. NUMBER AND QUALIFICATION OF DIRECTORS. The authorized number of directors of the Corporation shall be not less than one (1) nor more than five (5) until such authorized number of directors may be changed by a duly adopted By1aw amending this Section 5.2. The exact number of directors shall be fixed, within the limits specified, by approval of the Board.

Section 3. ELECTION AND TERM OF OFFICE OF DIRECTORS.

(a) Qualifications. Any person is eligible to be a director of the Corporation.

(b) Nominations. Prior to the giving of the notice of an annual meeting of members, the Board shall nominate a slate of eligible persons for election as director(s) at such meeting. In addition, any member may p1ace the name of any eligible person in nomination, either in writing prior to the meeting to elect directors, or at such meeting. At a meeting for election of director(s), each nominee shall be provided a reasonable opportunity to address the meeting and solicit votes.

(c) Election. Director(s) shall be elected at the annual meeting of members.

(d) Term. Directors shall be elected in accordance with these Bylaws. Each elected director shall take office at the beginning of each calendar year and shall hold office for two (2) years. Each director, including a director elected to fill a vacancy, shall hold office until the expiration of the term for which elected and until a successor has been elected and qualified.

Section 4. VACANCIES. A vacancy or vacancies in the Board may be filled by a majority of the directors then in office, though less than a quorum, or by a sole remaining director, except that a vacancy created by the removal of a director by the vote or written consent of the members or by court order may be filled only by the vote of a majority of the members entitled to vote represented at a duly held meeting at which a quorum is present. Each director so elected shall hold office until the next election of directors and until a successor has been elected and qualified.

Any director may resign effective on giving written notice to the president, the secretary, or the Board, unless the notice specifies a later time for that resignation to become effective. If the resignation of a director is effective at a future time, the Board may elect a successor to take office when the resignation becomes effective.

No reduction of the authorized number of directors shall have the effect of removing any director before that director's term of office expires.

Section 5. PLACE OF MEETINGS AND MEETINGS BY TELEPHONE. Regular meetings of the Board may be held at any place within or outside the City of Los Angeles that has been designated from time to time by resolution of the Board. In the absence of such a designation, regular meetings shall be held at the principal office of the Corporation. Special meetings of the Board shall be held at any place within or outside the City of Los Angeles that has been designated in the notice of the meeting or, if not stated in the notice or there is no notice, at the principal office of the Corporation. Any director may participate in a meeting by conference telephone or similar communication equipment, so long as all directors participating in the meeting can hear one another, and all such directors shall be deemed to be present in person at the meeting.

Section 6. REGULAR MEETINGS. Regular meetings of the Board shall be held without call at such time as shall from time to time be fixed by the Board. Such regular meetings may be held without notice to the general membership or the members of the Board. Regular meetings shall be held no less than annually during each fiscal year.

Section 7. SPECIAL MEETINGS. Special meetings of the Board for any purpose or purposes may be called at any time by the president or any vice president or the secretary or any two (2) directors.

Notice of the time and place of special meetings shall be delivered personally or by telephone to each director or sent by first class mail or telegram, charges prepaid, addressed to each director at that director's address as it is shown on the records of the Corporation. In case the notice is mailed, it shall be deposited in the United States Mail at least four (4) days before the time of the holding of the meeting. In case the notice is delivered personally, or by telephone or telegram, it shall be delivered personally or by telephone or to the telegraph company at least forty-eight (48) hours before the time of the holding of the meeting. The notice need not specify the purpose of the meeting nor the place if the meeting is to be held at the principal office of the Corporation.

Section 8. QUORUM. The greater of (a) one-fifth (1/5) of the authorized number of directors or (b) sole director, alone, shall constitute a quorum for the transaction of business, except to adjourn as provided in this Article unless the Corporation has only one (1) director authorized, in which case one (1) director shall constitute a quorum. Every act or decision done or made by a majority of the directors present at a meeting duly held at which a quorum is present shall be regarded as the act of the Board, subject to the provisions of Sections 7233 and 7234 of the California Nonprofit Mutual Benefit Corporation Law (as to approval of contracts

or transactions in which a director has a direct or indirect material financial interest), Section 7212 of that Law (as to appointment of committees), and Section 7237(e) of that Law (as to indemnification of directors) and Section 5233 of the California Nonprofit Public Benefit Corporation Law, insofar as made applicable pursuant to Section 7238 of the California Nonprofit Mutual Benefit Law. A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for that meeting.

Section 9. WAIVER OF NOTICE. The transactions of any meeting of the Board, however called and noticed or wherever held, shall be as valid as though had at a meeting du1y held after regu1ar call and notice if a quorum is present and if, either before or after the meeting, each of the directors not present signs a written waiver of notice, a consent to holding the meeting or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. All such waivers, consents, and approvals shall be filed with the Corporation records or made a part of the minutes of the meeting. Notice of a meeting shall also be deemed given to any director who attends the meeting without protesting before or at its commencement, the lack of notice to that director.

Section 10. ADJOURNMENT. A majority of the directors present, whether or not constituting a quorum, may adjourn any meeting to another time and place.

Section 11. NOTICE OF ADJOURNMENT. Notice of the time and place of holding an adjourned meeting need not be given, unless the meeting is adjourned for more than twenty four (24) hours, in which case notice of the time and place shall be given before the time of the adjourned meeting, in the manner specified in this Article, to the directors who were not present at the time of the adjournment.

Section 12. ACTION WITHOUT MEETING. Any action required or permitted to be taken by the Board may be taken without a meeting, if all members of the Board shall individually or collectively consent in writing to that action. Such action by written consent shall have the same force and effect as a unanimous vote of the Board. Such written consent or consents shall be filed with the minutes of the proceedings of the Board. For purposes of this section only, "all members of the Board" shall not include any "interested director" as defined in Section 5233 of the California Nonprofit Public Benefit Corporation Law, insofar as it is made applicable pursuant to Section 7238 of the California Nonprofit Mutual Benefit Law.

Section 13. FEES AND COMPENSATION OF DIRECTORS. Directors shall not receive any stated salary for their service as directors, but by resolution of the Board, a fixed fee and expenses of attendance may be allowed for attendance at each meeting.

ARTICLE VI

COMMITTEES

Section 1. COMMITTEES OF DIRECTORS. The Board may, by resolution adopted by a majority of the number of directors then in office, designate one (1) or more

committees, each consisting of two (2) or more directors, to serve at the pleasure of the Board. The Board may designate one (1) or more directors as alternate members of any committee who may replace any absent member at any meeting of the Committee. Any committee, to the extent provided in the resolution of the Board, shall have all the authority of the Board, except with respect to:

(a) the approval of any action which, under the California Nonprofit Mutual Benefit Corporation Law, also requires members' approval;

(b) the filling of vacancies on the Board or in any committee;

(c) the amendment or repeal of Bylaws or the adoption of new Bylaws;

(d) the amendment or repeal of any resolution of the Board which by its express terms is not so amendable or repealable;

(e) the appointment of any other committees of the Board or the members of these committees.

Section 2. MEETINGS AND ACTION OF COMMITTEES. Meetings and action of committees shall be governed by, and held and taken in accordance with, the provisions of these Bylaws, with such changes in the context of those Bylaws as are necessary to substitute the committee and its members for the Board and its members, except that the time of regular meetings of committees may be determined either by resolution of the Board or by resolution of the committee; special meetings of committees may also be called by resolution of the Board; and notice of special meetings of committees shall also be given to all alternative members, who shall have the right to attend all meetings of the committee. The Board may adopt rules for the government of any committee not inconsistent with the provisions of these Bylaws.

Section 3. PROCEDURES OF COMMITTEES. Each committee shall report to the Board when requested.

ARTICLE VII

OFFICERS

Section 1. OFFICERS. The officers of the Corporation shall be a president, a secretary, and a chief financial officer. The Corporation may also have, at the discretion of the Board, two (2) or more vice presidents, one (1) or more assistant secretaries, and one (1) or more assistant chief financial officers, and such other officers as may be appointed in accordance with the provisions of this Article. Any number of offices may be held by the same person except that neither the secretary nor the chief financial officer may serve concurrently as the president.

Section 2. ELECTION OF OFFICERS. The officers of the Corporation, except such subordinate officers as may be appointed in accordance with the provisions of Section 4 of this Article VII, shall be chosen by the Board, and each shall serve at the pleasure of the Board.

(a) Qualifications. A person need not be a member of this Corporation in order to be an officer of the Corporation.

(b) Nominations. Any member may place the name of any eligible person in nomination by submitting such nomination to the president of the Corporation in writing prior to the meeting of the Board at which officers are to be elected.

(c) Election Procedures. The Board shall annually elect the officers of this Corporation from among those nominated to serve for two (2) years.

(d) Term of Officers. The term of each officer shall be two (2) years beginning on the first day of the fiscal year of the Corporation next following his or her election.

Section 3. SUBORDINATE OFFICERS. The Board may appoint, and may empower the president to appoint such other officers as the business of the Corporation may require, each of whom shall hold office for such period, have such authority and perform such duties as are provided in the Bylaws or as the Board may from time to time determine.

Section 4. REMOVAL AND RESIGNATION OF OFFICERS. Any officer may be removed, either with or without cause, by the Board, at any time.

Any officer may resign at any time by giving written notice to the Corporation. Any resignation shall take effect at the date of the receipt of that notice or at any later time specified in that notice; and, unless otherwise specified in that notice, the acceptance of the resignation shall not be necessary to make it effective.

Section 5. VACANCIES IN OFFICES. A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed in these Bylaws for regular appointments to that office.

Section 6. PRESIDENT. The president shall be the chief executive officer of the Corporation and shall, subject to the control of the Board, have general supervision, direction, and control of the business and the officers of the Corporation. He or she shall preside at all meetings of the members and at all meetings of the Board. He or she shall have the general powers and duties of management usually vested in the office of president of a corporation, and shall have such other powers and duties as may be prescribed by the Board or the Bylaws.

Section 7. VICE PRESIDENTS. In the absence or disability of the president, the vice presidents, if any, in order of their rank as fixed by the Board or, if not ranked, a vice president designated by the Board, shall perform all the duties of the president, and when so acting shall have all the powers of, and be subject to all the restrictions upon, the president. The

vice presidents shall have such other powers and perform such other duties as from time to time may be prescribed for them respectively by the Board, the Bylaws, or the president.

Section 8. SECRETARY. The secretary shall keep or cause to be kept at the principal office or such other place as the Board may direct, a book of minutes of all meetings and actions of directors committees of directors, and members, with the time and place of holding, whether regular or special, and, if special, how authorized, the notice given, the names of those present at directors' meetings or committee meetings, the number of members at members' meetings, and the proceedings.

The secretary shall keep, or cause to be kept, at the principal office, as determined by resolution of the Board, a register showing the names of all members and their addresses.

The secretary shall give, or cause to be given, notice of all meetings of the members and the Board required by the Bylaws or by law to be given, and he or she shall keep the seal of the Corporation if one be adopted, in safe custody, and shall have such other powers and perform such other duties as may be prescribed by the Board or by the Bylaws.

Section 9. CHIEF FINANCIAL OFFICER. The chief financial officer shall be the chief financial officer and shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records of accounts of the properties and business transactions of the Corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, and capital. The books of account shall at all reasonable times be open to inspection by any director.

The chief financial officer, or his or her other designee, shall deposit all monies and other valuables in the name and to the credit of the Corporation with such depositaries as may be designated by the Board. The chief financial officer shall disburse the funds of the Corporation as may be ordered by the Board, shall render to the president and directors, whenever they request it, an account of all of his or her transactions as chief financial officer and of the financial condition of the Corporation, and shall have other powers and perform such other duties as may be prescribed by the Board or the Bylaws.

ARTICLE VIII

INDEMNIFICATION

The Corporation shall, to the maximum extent permitted by the California Nonprofit Mutual Benefit Corporation Law, indemnify each of its agents against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with any proceeding arising by reason of the fact any such person is or was an agent of the Corporation. For purposes of this section, an "agent" of the Corporation includes any person who is or was a director, officer, employee, or other agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee, or agent of another association, partnership, joint venture, trust, or other enterprise, or was a director, officer, employee, or

agent of an association which was a predecessor association of the Corporation or of another enterprise at the request of such predecessor association.

ARTICLE IX

RECORDS AND REPORTS

Section 1. MAINTENANCE OF RECORDS. The Corporation shall keep at its principal office (a) a record of its members, giving the names and addresses of all members, (b) the original or a copy of the Articles of Incorporation and Bylaws as amended to date, (c) the Corporation's books and records of account and (d) minutes of proceedings of the members and the Board and any committee or committees of the Board. The minutes shall be kept in written form and the accounting books and records shall be kept either in written form or in any other form capable of being converted into written form. The minutes and accounting books and records shall be open to inspection upon the written demand of any member at any reasonable time during usual business hours, for a purpose reasonably related to the member's interests. The inspection may be made in person or by an agent or attorney, and shall include the right to copy and make extracts.

Section 2. INSPECTION BY DIRECTORS. Every director shall have the absolute right at any reasonable time to inspect all books, records, and documents of every kind and the physical properties of the Corporation. This inspection by a director may be made in person or by an agent or attorney and the right of inspection includes the right to copy and make extracts of documents.

Section 3. ANNUAL REPORT TO MEMBERS. The Corporation, within one hundred twenty (120) days of the close of its fiscal year, shall provide to the directors and to its members an annual report containing the following information in reasonable detail:

(a) The assets and liabilities, including the trust funds, of the Corporation as of the end of the fiscal year;

(b) The principal changes in assets and liabilities, including trust funds, for the fiscal year;

(c) The revenue or receipts, both unrestricted and restricted to particular purposes, of the Corporation for the fiscal year;

(d) The expenses or disbursements of the Corporation, for both general and restricted purposes, during the fiscal year; and

(e) Any information required by the California Nonprofit Mutual Benefit Corporation Law Section 8322, or any successor provision regarding any transactions with interested persons involving more than $50,000 or indemnification or advances involving more than $10,000.

Such annual report shall be accompanied by any report thereon of an independent accountant or, if there is no such accountant's report, the certificate of an authorized officer of the Corporation that such statements were prepared without audit from the books and records of the Corporation.

Section 4. FINANCIAL STATEMENTS. A copy of any annual financial statement and any income statement of the Corporation for each quarterly period of each fiscal year, and any accompanying balance sheet of the Corporation as of the end of each such period, that has been prepared by the Corporation shall be kept on file in the principal office of the Corporation for twelve (12) months and each such statement shall be exhibited at all reasonable times to any member demanding an examination of any such statement or a copy shall be mailed to any such member.

ARTICLE X

GENERAL CORPORATE MATTERS

Section 1. CHECKS, DRAFTS, EVIDENCES OF INDEBTEDNESS. All checks, drafts, or other orders for payment of money, notes, or other evidences of indebtedness, issued in the name of or payable to the Corporation, shall be signed or endorsed by such person or persons and in such manner as, from time to time, shall be determined by resolution of the Board.

Section 2. CONTRACTS AND INSTRUMENTS; HOW EXECUTED. The Board, except as otherwise provided in these Bylaws, may authorize any officer or officers, agent or agents, to enter into any contract or execute any instrument in the name of and on behalf of the Corporation, and this authority may be general or confined to specific instances; and, unless so authorized or ratified by the Board or within the agency power of an officer, no officer, agent, or employee shall have any power or authority to bind the Corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose or for any amount.

Section 3. DONATIONS. This Corporation may accept gifts, legacies, donations and/or contributions and in any amount and any form, from time to time, upon such terms and conditions as may be decided from time to time by the Board.

Section 4. FISCAL YEAR. The fiscal year of this Corporation shall end on the 31st of December in each year.

Section 5. CONSTRUCTION AND DEFINITIONS. Unless the context requires otherwise, the general provisions, rules of construction, and definitions in the California Nonprofit Public Benefit Corporation Law shall govern the construction of these Bylaws. Without limiting the generality of this provision, the singular number includes the plural, the plural number includes the singular, and the term "person" includes both a corporation and a natural person.

ARTICLE XI

AMENDMENTS

Section 1. AMENDMENT BY MEMBERS. Bylaws may be adopted, amended or repealed by the vote or written consent of a majority of the members entitled to vote; provided, however, that such adoption, amendment or repeal also requires approval by the members of a class if such action would:

(a) materially and adversely affect the rights, privileges, preferences, restrictions or conditions of that class as to voting, dissolution, redemption, or transfer in a manner different than such action affects another class;

(b) materially and adversely affect such class as to voting, dissolution, redemption, or transfer by changing the rights, privileges, preferences, restrictions or conditions of another class;

(c) increase or decrease the number of memberships authorized for such class;

(d) increase the number of memberships authorized for another class;

(e) effect an exchange, reclassification or cancellation of all or part of the memberships of such class; or

(f) authorize a new class of memberships.

Section 2. AMENDMENT BY DIRECTORS. Subject to the rights of the members as provided in this Article XI and the limitations set forth below, the Board may adopt, amend, or repeal bylaws unless the action would:

(a) materially and adversely affect the rights of members as to voting, dissolution, redemption or transfer;

(b) increase or decrease the number of members authorized in total or for any class;

(c) effect an exchange, reclassification or cancellation of all or part of the memberships; or

(d) authorize a new class of membership.

The Board may not extend the term of a director beyond that for which the director was elected.

Once members have been admitted to the Corporation, the Board may not, without the approval of the members, specify or change any bylaw provision that would:

(a) fix or change the authorized number of directors, provided, however, that the Board may fix the exact number of authorized directors within the limits set by these bylaws;

(b) fix or change the minimum or maximum number of directors; or

(c) change from a fixed number of directors to a variable number of directors or vice versa.

If any provision of these Bylaws requires larger proportion of the Board than is required by law, that provision may not be altered, repealed except by that greater vote.

Without the approval of the members, the Board may not adopt, amend or repeal any bylaw that would:

(a) increase or extend the terms of directors;

(b) allow any director to hold office by designation or selection rather than by election by the members;

(c) increase the quorum for members' meetings;

(d) repeal, restrict, create, expand or otherwise change proxy rights; or

(e) authorize cumulative voting.

SECRETARY'S CERTIFICATE

ADOPTION OF AMENDED AND RESTATED BYLAWS

OF

COLLEGE COMMUNITY SERVICES

I, the undersigned, do hereby certify:

1. That I am the duly appointed and acting Secretary of College Community Services, a California Mutual Benefit Nonprofit Corporation.

2. That the foregoing Amended and Restated Bylaws were adopted by Written Consent of the Sole Member, dated June 29, 2016.

IN WITNESS WHEREOF, I have hereunto subscribed my name as of this 29th day of June, 2016.

/s/ Jeff Barlow
Jeff D. Barlow, Secretary

Articles of Incorporation of

Family Preservation Services, Inc.

The undersigned, pursuant to Chapter 9 of the Title 13.1 of the Code of Virginia, state(s) as follows:

1. The name of the corporation is:
   Family Preservation Services, Inc.

2. The number of shares the corporation is authorized to issue are:
   Twenty Five Thousand (25,000) at $4.00 par value per share.

3. A. The corporations initial registered office address, including street number, is:
   3330 Bourbon Street, Suite 126
   Fredericksburg, Virginia 22408.

   B. The registered office is located in:
   The county of Spotsylvania.

4. A. The name of the corporation's initial registered agent, whose business office is identical with the above registered office is: Richard P. Little.

   B. The initial registered agent is an individual who is a resident of Virginia and an initial director of the corporation.

   C. The Department of the Treasury Employer Identification Number assigned to Family Preservation Services, Inc. is 54-1620121

5. The name and address of the initial director is:
   Richard P. Little
   1804 Fairview Drive
   Fredericksburg, Virginia 22407

6. Incorporator:

/s/ Richard P. Little Richard P. Little

Signature

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

April 28, 1992

The State Corporation Commission has found the accompanying articles submitted on behalf of

FAMILY PRESERVATION SERVICES, INC.

to comply with the requirements of law, and confirms payment of all related fees.

Therefore, it is ORDERED that this

CERTIFICATE OF INCORPORATION

be issued and admitted to record with the articles of incorporation in the Office of the Clerk of the Commission, effective April 28, 1992.

The corporation is granted the authority conferred on it by law in accordance with the articles, subject to the conditions and restrictions imposed by law.

STATE CORPORATION COMMISSION

By 

Commissioner

CORPACPT
CIS20436
92-04-28-0513

By-Laws

of

FAMILY PRESERVATION SERVICES, INC.

adopted 28 APRIL 1992

REVISED 23 JUNE 1993

BY-LAWS

OF

FAMILY PRESERVATION SERVICES, INC.

ARTICLE I

OFFICES

The principal office of the Corporation in the State of VIRGINIA shall be located in the Bowman Center, 3330 Bourbon St. Fredericksburg, County of Spotsylvania. The Corporation may have such other offices, either within or without the State of Virginia as the Board of Directors may designate or as the business of the Corporation may require from time to time.

ARTICLE II

SHAREHOLDERS

SECTION 1. Annual Meeting. The annual meeting of the shareholders shall be held on the 5th day in the month of May in each year, beginning with the year 1993, at the hour of 10 o'clock A.M., for the purpose of electing Directors and for the transaction of such other business as may come before the meeting. If the day fixed for the annual meeting shall be a legal holiday in the State of Virginia, such meeting shall be held on the next succeeding business day. If the election of Directors shall not be held on the day designated herein for any annual meeting of the shareholders, or at any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the shareholders as soon thereafter as conveniently may be.

SECTION 2. Special Meetings. Special meetings of the shareholders, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the President or by the Board of Directors, and shall be called by the President at the request of the holders of not less than fifty percent (50%) of all the outstanding shares of the Corporation entitled to vote at the meeting.

SECTION 3. Place of Meeting. The Board of Directors may designate any place, either within or without the State of Virginia, unless otherwise prescribed by statute, as the place of meeting for any annual meeting or for any special meeting. A waiver of notice signed by all shareholders entitled to vote at a meeting may designate any place, either within or without the State of Virginia, unless otherwise prescribed by statute as the place for the holding of such meeting. If no designation is made, the place of meeting shall be the principal office of the Corporation.

SECTION 4. Notice of Meeting. Written notice stating the place, day, and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall unless otherwise prescribed by statute, be delivered not less than (30) days nor more than (45) forty five days before the date of the meeting, to each shareholder of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States Mail, addressed to the shareholder at his address as it appears on the stock transfer books of the Corporation, with postage thereon prepaid.

SECTION 5. Closing of Transfer Books or Fixing of Record. For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or shareholders entitled to receive payment of any dividend, or in order to make a determination of shareholders for any other proper purpose, the Board of Directors of the Corporation may provide that the stock transfer books shall be closed for a stated period, but not to exceed in any case fifty (50) days. If the stock transfer books shall be closed for the purpose of determining shareholders entitled to notice of or to vote at a meeting of shareholders such books shall be closed for at least (10) ten days immediately preceding such meeting. In lieu of closing the stock transfer books the Board of Directors may fix in advance a date as the record date for any such determination of shareholders, such date in any case to be not more than (30) thirty days and, in case of a meeting of shareholders, not less than (45) forty-five days prior to the date on which the particular action requiring such determination of shareholders is to be taken. If the stock transfer books are not closed and no record date is fixed for the determination of shareholders entitled to notice of or to vote at a meeting of shareholders,or shareholders entitled to receive payment of a dividend, the date on which notice of the meeting is mailed or the date on which the resolution of the Board of Directors declaring such dividend is adopted, as the case may be, shall be the record date for such determination of shareholders. When a determination of shareholders entitled to vote at any meeting of shareholders has been made as provided in this section, such determination shall apply to any adjournment thereof.

SECTION 6. Voting Lists. The officer or agent having charge of the stock transfer books for shares of the corporation shall make a complete list of the shareholders entitled to vote at each meeting of shareholders or any adjournment thereof, arranged In alphabetical order, with the address of and the number of shares held by each. Such 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.

SECTION 7. Quorum. A majority of the outstanding shares of the Corporation entitled to vote, represented in person or by proxy 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 noticed. 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.

SECTION 8. Proxies. At all meetings of shareholders, a shareholder may vote in person or by proxy executed in writing by the shareholder or by his duly authorized attorney-in-fact. Such proxy shall be filed with the secretary of the Corporation before or at the time of the meeting. A meeting of the Board of Directors may be had by means of a telephone conference or similar communications equipment by which all persons participating in the meeting can hear each other, and participation in a meeting under such circumstances shall constitute presence at the meeting.

SECTION 9. Voting of Shares. Each outstanding share entitled to vote shall be entitled to one vote upon each matter submitted to a vote at a meeting of shareholders.

SECTION 10. Voting of Shares by Certain Holders. Shares standing in the name of another corporation may be voted by such officer, agent or proxy as the By-Laws of such corporation may prescribe, or in the absence of such provision as the Board of Directors of such corporation may determine.

Shares held by an administrator, executor, guardian or conservator may be voted by him, either in person or by proxy, without a transfer of such shares into his name. Shares standing in the

name of a trustee may be voted by him, either in person or by proxy, but no trustee shall be entitled to vote shares held by him without a transfer of such shares into his name.

Shares standing in the name of a receiver may be voted by such receiver and shares held by or under the control of a receiver may be voted by such receiver without the transfer thereof into his name, if authority so to do be contained in an appropriate order of the court by which such receiver was appointed.

A shareholder whose shares are pledged shall be entitled to vote such shares until the shares have been transferred into the name of the pledgee, and thereafter the pledgee shall be entitled to vote the shares so transferred.

Shares of its own stock belonging to the Corporation shall not be voted, directly or indirectly, at any meeting, and shall not be counted in determining the total number of outstanding shares at any given time.

SECTION 11. Informal Action by Shareholders. Unless otherwise provided by law, any action required to be taken at a meeting of the shareholders, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof.

ARTICLE Ill
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, Tenure and Qualifications. The number of directors of the Corporation shall be fixed by the Board of Directors, but in no event shall be less than three. Each director shall hold office until the next annual meeting of shareholders and until his successor shall have been elected and qualified.

SECTION 3. Regular Meetings. A regular meeting of the Board of Directors shall be held without other notice than this By-Law 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 notice other than such resolution.

SECTION 4. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or any two directors. The person or persons authorized to call special meetings of the Board of Directors may fix the place for holding any special meeting of the Board of Directors called by them.

SECTION 5. Notice. Notice of any special meeting shall be given at least one (1) day previous thereto by written notice delivered personally or mailed to each director at his business address, or by telegram. If mailed, such notice shall be deemed to be delivered when deposited in the United States Mail so addressed, with postage thereon prepaid. If notice be given by telegram such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. Any directors may waive notice of any meeting. The attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

SECTION 6. Quorum. A majority of the number of directors fixed by Section 2 of this Article Ill shall constitute a quorum for the transaction of business at any meeting of the Board of

Directors, but if less than such majority is present at a meeting, a majority of the directors present may adjourn the meeting from time to time without further notice.

SECTION 7. Manner of Action. The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

SECTION 8. Action Without a Meeting. Any action that may be taken by the Board of Directors at a meeting may be taken without a meeting if a consent in writing, setting forth the action so to be taken, shall be signed before such action by all of the directors.

SECTION 9. Vacancies. Any vacancy occurring in the Board of Directors may be filled by the affirmative vote of a majority of the remaining directors though less than a quorum of the Board of Directors, unless otherwise provided by law. A director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office. Any directorship to be filled by reason of an increase in the number of directors may be filled by election by the Board of Directors for a term of office continuing only until the next election of directors by the shareholders.

SECTION 10. Compensation. By resolution of the Board of Directors, each director may be paid his expenses, if any of attendance at each meeting of the Board of Directors, and may be paid a stated salary as director or a fixed sum for attendance at each meeting of the Board of Directors or both. No such payment shall preclude any director from serving the Corporation in any other capacity and receiving compensation therefor.

SECTION 11. 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 dissent shall be entered in the minutes of the meeting or unless he shall file his 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.

ARTICLE IV
OFFICERS

SECTION 1. Number. The officers of the Corporation shall be a President, one or more Vice Presidents, a Secretary and a Treasurer, each of whom shall be elected by the Board of Directors. Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the Board of Directors, including a Chairman of the Board. In its discretion, the Board of Directors may leave unfilled for any such period as it may determine any office except those of President and Secretary. Any two or more offices may be held by the same person, except for the offices of President and Secretary which may not be held by the same person. Officers may be directors or shareholders of the Corporation.

SECTION 2. Election and Term of Office. The officers of the Corporation to be elected by the Board of Directors shall be elected annually by the Board of Directors at the first meeting of the Board of Directors held after each annual meeting of the shareholders. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Each officer shall hold office until his successor shall have been duly elected and shall have qualified, or until his death, or until he shall resign or shall have been removed in the manner hereinafter provided.

SECTION 3. Removal. Any officer or agent may be removed by the Board of Directors whenever, in its judgment, the best interests of the Corporation will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election

or appointment of an officer or agent shall not of itself create contract rights, and such appointment shall be terminable at will.

SECTION 4. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

SECTION 5. President. The President shall be the principal executive officer of the Corporation and is not subject to the control of the Board of Directors. The President shall in general supervise and control all of the business and affairs of the Corporation. He shall, when present, preside at all meetings of the shareholders and of the Board of Directors, unless there is a Chairman of the Board, in which case the Chairman shall preside. He 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 President and such other duties as may be prescribed by the Board of Directors from time to time.

SECTION 6. Vice President. In the absence of the President or in event of his death, inability or refusal to act, the Vice President shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice President shall perform such other duties as from time to time may be assigned to him by the President or by the Board of Directors. If there is more than one Vice President, each Vice President shall succeed to the duties of the President in order of rank as determined by the Board of Directors. If no such rank has been determined, then each Vice President shall succeed to the duties of the President in order of date of election, the earliest date having the first rank.

SECTION 7. Secretary. The Secretary shall: (a) keep the minutes of the proceedings of the shareholders and of the Board of Directors in one or more minute books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law; (c) be custodian of the corporate records and of the seal of the Corporation and see that the seal of the Corporation is affixed to all documents, the execution of which on behalf of the Corporation under its seal is duly authorized; (d) keep a register of the post office address of each shareholder which shall be furnished to the Secretary by such shareholder; (e) sign with the President certificates for shares of the Corporation, the issuance of which shall have been authorized by resolution of the Board of Directors; (f) have general charge of the stock transfer books of the Corporation; and (g) in general perform all duties incident to the office of the Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

SECTION 8. Treasurer. The Treasurer shall: (a) have charge and custody of and be responsible for all funds and securities of the Corporation; (b) receive and give receipts for moneys due and payable to the Corporation from any source whatsoever, and deposit all such moneys in the name of the Corporation in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article VI of these By-Laws; and (c) in general perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or by the Board of Directors. If required by the Board of Directors,the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such sureties as the Board of Directors shall determine.

SECTION 9. Salaries. The salaries of the officers shall be fixed from time to time by the Board of Directors, and no officer shall be prevented from receiving such salary by reason of the fact that he is also a director of the Corporation.

ARTICLE V
INDEMNITY

The Corporation shall indemnify its directors, officers and employees as follows:

(a) Every director, officer, or employee of the Corporation shall be indemnified by the Corporation against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be made a party, or in which he may become involved, by reason of his being or having been a director, officer, employee or agent of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee or agent of the corporation, partnership, joint venture, trust or enterprise, or any settlement thereof, whether or not he is a director, officer, employee or agent at the time such expenses are incurred, except in such cases wherein the director, officer, or employee is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of the Corporation.

(b) The Corporation shall provide to any person who is or was a director, officer, employee, or agent of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee or agent of the corporation, partnership, joint venture, trust or enterprise, the indemnity against expenses of suit, litigation or other proceedings which is specifically permissible under applicable law.

(c) The Board of Directors may, in its discretion, direct the purchase of liability insurance by way of implementing the provisions of this Article V.

ARTICLE VI.
CONTRACTS, LOANS, CHECKS AND DEPOSITS

SECTION 1. Contracts. The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

SECTION 2. Loans. No loans shall be contracted on behalf of the Corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

SECTION 3. Checks, Drafts, etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation, shall be signed by such officer or officers, agent or agents of the Corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors.

SECTION 4. Deposits. All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks. trust companies or other depositories as the Board of Directors may select.

ARTICLE VII
CERTIFICATES FOR SHARES AND THEIR TRANSFER

SECTION 1. Certificates for Shares. Certificates representing shares of the Corporation shall be in such form as shall be determined by the Board of Directors. Such certificates shall be signed by the President and by the Secretary or by such other officers authorized by law and by the Board of Directors so to do, and sealed with the corporate seal. All certificates for shares shall be consecutively numbered or otherwise identified. The name and address of the person to whom the shares represented thereby are issued, with the number of shares and date of issue, shall be entered on the stock transfer books of the Corporation. Any certificates surrendered to the Corporation for transfer shall be cancelled and no new certificate shall be issued until the former certificate for a like number of shares shall have been surrendered and cancelled, except that in case of a lost, destroyed or mutilated certificate, a new one may be issued therefor upon such terms and indemnity to the Corporation as the Board of Directors may prescribe.

SECTION 2. Transfer of Shares. Transfer of shares of the Corporation shall be made only on the stock transfer books of the Corporation by the holder of record thereof or by his legal representative, who shall furnish proper evidence of authority to transfer, or by his attorney thereunto authorized by power of attorney duly executed and filed with the Secretary of the Corporation, and on surrender for cancellation of the certificate for such shares. The person in whose name shares stand on the books of the Corporation shall be deemed by the Corporation to be the owner thereof for all purposes. Provided, however, that upon any action undertaken by the shareholders to elect S Corporation status pursuant to Section 1362 of the Internal Revenue. Code and upon any shareholders agreement thereto restricting the transfer of said shares so as to disqualify said S Corporation status, said restriction on transfer shall be made a part of the by-laws so long as said agreement is in force and effect.

ARTICLE VIII
FISCAL YEAR

The fiscal year of the Corporation shall begin on the first day of January and end on the last day of December of each year.

ARTICLE IX
DIVIDENDS

The Board of Directors may from time to time declare,and the Corporation may pay, dividends on its outstanding shares in the manner and upon the terms and conditions provided by law and its Articles of Incorporation.

ARTICLE X
CORPORATE SEAL

The Board of Directors shall provide a corporate seal which shall be circular in form and shall have inscribed thereon the name of the Corporation and the state of incorporation and the words, "Corporate Seal".

ARTICLE XI
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 or under the provisions of the applicable Business Corporation Act, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE XII
AMENDMENTS

These By-Laws may be altered, amended or repealed and new By-Laws may be adopted by the Board of Directors at any regular or special meeting of the Board of Directors.

The above By-Laws are certified to have been adopted by the Board of Directors of the Corporation on the 28th day of April, 1992.

Secretary

ARTICLES OF INCORPORATION
OF
FAMILY PRESERVATION SERVICES OF FLORIDA, INC.

The undersigned incorporator for the purpose of forming a corporation under the Florida Business Corporation Act, hereby adopts the following Articles of Incorporation.

ARTICLE I
NAME

The name of the corporation shall be Family Preservation Services of Florida, Inc.

ARTICLE II
PRINCIPAL OFFICE

The principal place of business and mailing address of this corporation shall be:

Family Preservation Services of Florida, Inc.

620 N. Craycroft
Tucson, AZ 85711

ARTICLE III
SHARES

The number of shares of stock that this corporation is authorized to have outstanding at any one time is One Hundred Thousand (100,000) of no par value.

ARTICLE IV
INITIAL REGISTERED AGENT AND STREET ADDRESS

The name and Florida street address of the initial registered agent are:

CT CORPORATION SYSTEM
1200 South Pine Island Road
Plantation, Florida 33324

ARTICLE V

DIRECTORS

The number of directors constituting the initial Board of Directors is one (1), and the name and address of the person who is to serve as director until his successors are elected and qualified is:

Fletcher J. McCusker
620 N. Craycroft
Tucson, AZ 85711

ARTICLE VI
INCORPORATOR

The name and address of the incorporator to these Articles of Incorporation are:

Candice Maerz
3225 N. Central Avenue
Phoenix, Arizona 85012

/s/ Candice Maerz — July 9, 1998

Incorporator Candice Maerz — Date

Having been named as registered agent and to accept service of process for the above stated corporation at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

CT CORPORATION SYSTEM

By: /s/ Vickie M. Prince — July 9, 1998

Registered Agent Vickie M Prince, Asst. Secretary — Date

BYLAWS

OF

FAMILY PRESERVATION SERVICES OF FLORIDA, INC.

ARTICLE I

Offices

Section 1.01. Registered Office. The registered office of the Corporation is located at CT Corporation System, 1200 South Pine Island Road, Plantation, Florida 33324, and the name of the registered agent of the Corporation at such address is CT Corporation System.

Section 1.02. Principal Office. The Principal office for the transaction of business of the Corporation shall be located at 620 N. Craycroft, Tucson, Arizona 85711, in Pima County unless otherwise established by a vote of a majority of the board of directors in office.

Section 1.03. Other Offices. The Corporation also may have offices at other places within or without the State of Florida where the Corporation is qualified to do business, as the Board of Directors may from time to time designate, or the business of the Corporation may require.

ARTICLE II

Meetings of Shareholders

Section 2.01. Annual Meeting. The board of directors may determine the place, date and time of the annual meetings of the shareholders, but if no such place, date and time is fixed, the meeting for any calendar year shall be held at the principal office of the Corporation at 9:00 a.m. on the first day of August of each year. If that day is a legal holiday, the meeting shall be held on the next business day which is not a legal holiday. At that meeting the shareholders entitled to vote shall elect directors and transact such business as may properly be brought before the meeting.

Section 2.02. Special Meetings. Special meetings of the shareholders of the Corporation may be called at any time by the president, the board of directors, or the shareholders of not fewer than one tenth of the shares entitled to vote at the meeting.

Section 2.03. Notice and Purpose of Meetings: Waiver.

(a) Written notice stating the place, day and hour of meetings and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered by first class mail not less than ten nor more than fifty days before the date of the meeting, either personally or by mail, by an officer of the Corporation at the direction of the person or persons calling the meeting, to each shareholder of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when mailed to the shareholder at the shareholder1s address as it appears on the stock transfer books of the Corporation.

(b) A shareholder may waive the notice of meeting by attendance at the meeting either in person or by proxy or by so stating in writing, either before or after such meeting. Attendance at a

meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened shall not constitute a waiver of notice.

Section 2.04. Quorum, Manner of Acting and Adjournment.

(a) Unless otherwise provided by law or the articles of incorporation, a majority of the shares entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of shareholders. All shares represented and entitled to vote on any single subject matter which may be brought before the meeting shall be counted for the purposes of a quorum. Business may be conducted once a quorum is present and may continue until adjournment of the meeting, notwithstanding the withdrawal or temporary absence of sufficient shares to reduce the number present to less than a quorum.

(b) Shares of its own stock belonging to the Corporation or to another corporation, if a majority of the shares entitled to vote in the elections of directors of such other corporation is held, directly or indirectly, by the Corporation, shall neither be entitled to vote nor counted for quorum purposes. Nothing in this subsection shall be construed as limiting the right of the Corporation to vote its own stock held by it in a fiduciary capacity.

(c) Unless the vote of a greater number or voting by classes is required by statute, the articles of incorporation, or these bylaws, the affirmative vote of a majority of the shares then represented at the meeting ·and entitled to vote on the subject matter shall be the act of the shareholders; provided, however, that if the shares then represented are less than required to constitute a quorum, the affirmative vote must be such as would constitute a majority if a quorum were present.

(d) The affirmative vote of a majority of the shares then present is sufficient in all cases to adjourn a meeting to another time and place. Notice need not be given of the adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting the Corporation may transact any business which might have been transacted at the original meeting. If the adjournment is for more than thirty days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each shareholder of record entitled to vote at the meeting.

Section 2.05. Record Date.

(a) In order that the Corporation may determine the shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or entitled to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of rights, or entitled to exercise any rights in respect of any change, conversion or exchange of shares or for the purpose of any other lawful action, the board of directors may fix, in advance, a record date, which shall not be more than seventy days nor less than ten days before the date of the meeting, or for more than seventy days nor less than ten days prior to any such other action.

(b) A determination of shareholders of record entitled to notice of or to vote at a meeting of shareholders shall apply to any adjournment of the meeting; provided, however, that the board of directors may fix a new record date for the adjourned meeting and further provided that the adjournment or adjournments do not exceed thirty days in the aggregate.

Section 2.06. Presiding Officer: Order of Business. Meetings of the shareholders shall be presided over by the chairperson of the board of directors, if there be one, or if the chairperson is not

present, by the vice chairperson of the board of directors, if there be one, or if the vice chairperson is not present, by the president, or if the president is not present, by a vice president in the order designated by the board of directors, or if the vice president is not present, by a chairperson to be chosen by a majority of the shareholders entitled to vote at the meeting who are present in person or by proxy. The secretary of the Corporation, or, in the secretary's absence, an assistant secretary, shall act as secretary of every meeting, but if neither the secretary nor an assistant secretary is present, the presiding officer shall choose any person present to act as secretary of the meeting.

Section 2.07. Voting.

(a) Except with respect to the election of directors, each shareholder of record (except the holder of shares which have been called for redemption and with respect to which an irrevocable deposit of funds sufficient to redeem such shares has been made) shall have the right, at every shareholders' meeting, to one (1) vote for every share, and to a corresponding fraction of a vote with respect to every fractional share, of stock of the Corporation standing in his or her name on the books of the Corporation, subject, however, to any provisions respecting voting rights as may be contained in the articles of incorporation or any amendments thereto.

(b) 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 him or her by proxy. Every proxy shall be executed in writing by the shareholder or by his or her duly authorized attorney-in-fact and shall be filed with the secretary or an assistant secretary of the corporation before the taking of any vote on the issue as to which the proxy intends to act.

Section 2.08. Voting Lists.

(a) A complete list of the shareholders of the Corporation entitled to vote at each meeting of shareholders or any adjournment thereof, arranged in alphabetical order, with the address of and number of shares owned by, each such shareholder shall be prepared by the secretary, or other officer of the Corporation having charge of the share transfer books. This list shall be produced and kept open at the time and place of the meeting and shall be subject to inspection by any shareholder at any time during the meeting for the purposes thereof.

(b) Failure to comply with the requirements of this section shall not affect the validity of any action taken as such meeting of the shareholders.

Section 2.09. Consent of Shareholders in Lieu of Meeting. Any action which may be taken at a meeting of the shareholders or a class of shareholders of the Corporation may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all the shareholders entitled to vote with respect to the subject matter thereof Such consent shall have the same effect as a unanimous vote of shareholders.

ARTICLE III

Board of Directors

Section 3.01. Powers. The board of directors shall have full power to conduct, manage, and direct the business and affairs of the Corporation, except as specifically reserved or granted to the shareholders by statute, the articles of incorporation or these bylaws.

Section 3.02. Number and Term of Office. The board of directors shall consist of such number of directors, not fewer than one (1) nor more than twelve (12), as may be determined from time to time by resolution of the board of directors. Except as hereinafter provided, directors shall be elected at the annual meeting of the shareholders and each director shall serve until the next annual meeting of shareholders and until his or her successor shall be elected and qualified, or until his or her earlier resignation or removal.

Section 3.03. Qualification and Election.

(a) All directors of the Corporation shall be natural persons of at least 18 years of age, and need not be residents of Florida or shareholders in the Corporation. Except in the case of vacancies, directors shall be elected by the shareholders. Upon the demand of any shareholder at any meeting of shareholders for the election of directors, the chairperson of the meeting shall call for and shall afford a reasonable opportunity for the making of nominations for the office of director. If the board of directors is classified with respect to the power of shareholders to elect directors or with respect to the terms of directors and if, due to a vacancy or vacancies or otherwise, directors of more than one class are to be elected, each class of directors to be elected at the meeting shall be nominated and elected separately. Any shareholder may nominate as many persons for the office of director as there are positions to be filled. If nominations for the office of director have been called for as herein provided, only candidates who have been nominated in accordance herewith shall be eligible for election.

(b) At each election for directors every shareholder entitled to vote at such election shall have the right to vote, in person or by proxy, the number of shares owned by the shareholder for as many persons as there are directors to be elected and for whose election the shareholder has a right to vote, or to cumulate the shareholder's votes by giving one candidate as many votes as the number of such directors multiplied by the number of the shareholder's share shall equal, or by distributing such votes on the same principle among any number of such candidates. The candidates receiving the highest number of votes from each class or group of classes entitled to elect directors separately up to the number of directors to be elected in the same election by such class or group of classes shall be elected.

Section 3.04. Presiding Officer. Meetings of the board of directors shall be presided over by the chairperson of the board, if there is one, or if the chairperson is not present, by the vice chairperson of the board, if there is one, or if the vice chairperson is not present, by the president, or if the president is not present, by a vice president, in the order designated by the board of directors, or if the vice president is not present, by a chairperson to be chosen by a majority of the board of directors at the meeting. The secretary of the Corporation, or, in the secretary's absence, an assistant secretary, shall act as secretary of every meeting, but if neither the secretary nor an assistant secretary is present, the chairperson shall choose any person present to act as secretary of the meeting.

Section 3.05. Resignations. Any director of the Corporation may resign at any time by giving written notice to the president, the secretary or assistant secretary of the Corporation. Such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make if effective.

Section 3.06. Vacancies.

(a) Any vacancy occurring in the board of directors may be filled by the affirmative vote of the majority of the remaining directors though not less than a quorum, or by a sole remaining director at any regular or special meeting. The director so elected shall continue in office until the next election of directors when such director's successor is elected and qualified. Any newly created directorship shall be deemed a vacancy.

(b) When one or more directors shall resign from the board, effective at a future time, a majority of the directors then in office, including those who have so resigned, shall have power to fill such vacancy or vacancies, the vote thereon to take effect when such resignation or resignations shall become effective. Each director so chosen shall hold office until the next election of directors when such director's successor is elected and qualified.

Section 3.07. Removal.

(a) At a special meeting of shareholders called for the purpose of removing directors, any director or the entire board of directors may be removed, with or without cause, by a vote of the holders of a majority of the shares then entitled to vote at an election of directors except that if less than the entire board is to be removed, no one of the directors may be removed if the votes cast against his or her removal would be sufficient to elect him or her if they cumulatively voted at an election of the entire board of directors or, if there be classes of directors, at an election of the class of directors of which he or she is a part.

(b) Whenever the holders of the shares of any class are entitled to elect one or more directors by the provisions of the articles of incorporation, the provisions of section 3.07(a) of these bylaws shall apply, in respect to the removal of a director or directors so elected, to the vote of the holders of the outstanding shares of that class and not to the vote of the outstanding shares as a whole.

(c) In case the board or such class of the board or any one or more directors is so removed, new directors may be elected at the same meeting. If the shareholders fail to elect persons to fill the unexpired term or terms of the director or directors removed, such unexpired terms shall be considered vacancies on the board to be filled by the remaining directors in accordance with section 3.06(a) of these bylaws.

Section 3.08. Place of Meeting.

(a) The board of directors may hold its meetings at such place or places as the board of directors may from time to time appoint, or as may be designated in the notice calling the meeting.

(b) Meetings may be held by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in such a meeting shall constitute presence in person at such meeting.

Section 3.09. Regular Meetings. Regular meetings of the board of directors shall be held at such time and place as shall be designated from time to time by resolution of the board of directors. If the date fixed for any regular meeting is a legal holiday under the laws of the place where such meeting is to be held, then the meeting shall be held on the next succeeding business day, not a Saturday, or at such other time as may be determined by resolution of the board of directors. At regular meetings, the directors

shall transact such business as may properly be brought before the meeting. Notice of regular meetings need not be given.

Section 3.10. Special Meetings. Special meetings of the board of directors shall be held whenever called by the chairperson of the board, the president or two or more of the directors. Notice of each such meeting shall be given to each director by the Secretary or an Assistant Secretary of the Corporation, or by any other officer authorized by the board of directors. Such notice shall be given to each director personally or by mail, messenger, telephone, telecopy or telegraph at such director's business or residence address. Notice by mail shall be deposited in the United States mail, postage prepaid, not later than the fifth (5th) day prior to the date fixed for such special meeting. Notice by telephone, telecopy or telegraph shall be sent, and notice given personally or by messenger shall be delivered, at least forty-eight (48) hours prior to the time set for such special meeting. Notice of a special meeting of the board of directors need not contain a statement of the purpose of such special meeting.

Section 3.11. Board Action Without Meeting. Any action required or permitted to be taken by the Board of Directors, may be taken without a meeting, and with the same force and effect as the unanimous vote of Directors, if all members of the Board shall individually. or collectively consent in writing to such action.

Section 3.12. Quorum, Manner of Acting, and Adjournment. A majority of the directors then serving shall constitute a quorum for the transaction of business. Except as otherwise specified in the articles of incorporation or these bylaws or provided by statute, the acts of a majority of the directors present at a meeting at which a quorum is present shall be the acts of the board of directors. The directors shall act only as a board and the individual directors shall have no power as such; provided, however, that any action which may be taken at a meeting of the board or of a committee may be taken without a meeting of the board of directors or of a committee may be taken without a meeting if all directors or committee members, as the case may be, consent thereto in writing. Such consent shall have the same effect as a unanimous vote.

Section 3.13. Executive and Other Committees.

(a) The board of directors, by resolution adopted by a majority of the full board, may designate from among its members an Executive Committee and one or more other committees, each committee to consist of two or more directors. The board may designate one or more directors as alternate members of the committee. In the absence or disqualification of a member, and the alternate or alternates, if any, designated for such member, of any committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not he, she or they constitute a quorum, may unanimously appoint another director to act at the meeting in the place of any absent or disqualified member.

(b) Except as otherwise provided in this section, the Executive Committee shall have and exercise all of the authority of the board in the management of the business and affairs of the Corporation and any other committee shall have and exercise the authority of the board to the extent provided in the resolution designating the committee. The board of directors, with or without cause, may dissolve any such committee or remove any member thereof at any time.

(c) No such committee of the board shall have the authority of the board in reference to:

(1) The amendment or repeal of the bylaws or the adoption of new bylaws;

(2) Declaring any dividend;

(3) Issuing any authorized but unissued shares;

(4) Establishing and designating any class or series of share and fixing and determining the relative rights and preferences thereof, changing the statutory agent of the Corporation, or otherwise effecting any amendment of the articles of incorporation of the Corporation;

(5) Recommending to the shareholders any plan for the sale, lease or exchange of all or substantially all of the property and assets of the Corporation, any amendment of the articles of incorporation, any plan of merger or consolidation, any voluntary dissolution of the Corporation or any revocation of any election of the Corporation to dissolve voluntarily;

(6) The filling of vacancies on the board of directors or in any committee of the board of directors;

(7) The fixing of compensation of directors for serving on the board or on any committee of the board of directors; or

(8) The submission to shareholders of any action that requires shareholder approval by law.

(d) Sections 3.09, 3.10, 3.11 shall be applicable to committees of the board of directors.

Section 3.14. Compensation. Directors, and members of any committee of the board of directors, shall be entitled to such reasonable compensation for their services as directors and members of any such committee as shall be fixed from time to time by resolution of the board of directors, and also shall be entitled to reimbursement for any reasonable expenses incurred in attending such meetings. Any director receiving compensation under these provisions shall not be barred from serving the Corporation in any other capacity and receiving reasonable compensation for such other services.

Section 3.15. Dividends. Except as limited by statute and the articles of incorporation, the board of directors shall have full power to determine whether any, and, if so, what part, of the funds legally available for the payment of dividends shall be declared in dividends and paid to the shareholders of the Corporation. The board of directors may fix a sum which may be set aside or reserved over and above the paid-in capital of the Corporation for working capital or as a reserve for any proper purpose, and from time to time may increase, diminish and vary such fund.

Section 3.16. Minutes. The Corporation shall keep minutes of the proceedings of its board of directors and committees thereof.

Section 3.17. Director Conflicts of Interest.

(a) No contract or other transaction between the Corporation and one or more of its directors or any other corporation, firm, association or entity in which one or more of its directors are directors or officers or are financially interested, shall be either void or voidable because of such relationship or interest or because such director or directors are present at the meeting of the board of

directors or a committee thereof which authorizes, approves or ratifies such contract or transaction or because his, her or their votes are counted for such purpose, if:

1. The fact of such relationship or interest is disclosed or known to the board of directors or committee which authorizes approves or ratifies the contract or transaction by a vote or consent sufficient for the purpose without counting the votes or consents of such interested directors; or

2. The fact of such relationship or interest is disclosed or known to the shareholders entitled to vote and they authorize, approve or ratify such contract or transaction by vote or written consent; or

3. The contract or transaction is fair and reasonable to the Corporation at the time the contract or transaction is authorized, approved or ratified, in the light of circumstances known to those entitled to vote thereon at that time.

(b) Common or interested directors may be counted in determining the presence of a quorum at a meeting of the board of directors or a committee thereof which authorizes, approves or ratifies such contract or transaction.

ARTICLE IV

Notice - Waivers

Section 4.01. Notice,What Constitutes. Whenever written notice to any person is required by the articles of incorporation, these bylaws, or statute, it may be given to such person either personally or by sending a copy thereof through the mail to his or her address appearing on the books of the Corporation, or supplied by him or her to the Corporation for the purpose of notice. If the notice is sent by mail it shall be deemed to have been given to the person entitled thereto when deposited in the United States mail.

Section 4.02. Waiver of Notice.

(a) Whenever any notice is required to be given to any shareholder or director by the articles of incorporation, these bylaws, or statute, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice.

(b) Attendance of a person at any meeting shall constitute a waiver of notice of such meeting, except when a person attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

ARTICLE V

Officers

Section 5.01. Number, Qualifications and Designations. The officers of the Corporation shall be a president, who shall also be the chief executive officer ("CEO") unless otherwise specified by the board, one or more vice-presidents if so designated by resolution of the board of directors, a secretary, a treasurer, and such other officers as may be elected in accordance with the provisions of Section 5.03

hereof Any two or more offices may be held by the same person. Officers may, but need not, be directors or shareholders of the Corporation. The board of directors may elect from among the members of the board a chairperson of the board and a vice chairperson of the board who shall be officers of the Corporation.

Section 5.02. Election and Term of Office. The officers of the Corporation, except those elected by delegated authority pursuant to Section 5.03 hereof, shall be elected by the board of directors, and each such officer shall hold office until such officer's successor shall have been duly elected and qualified, or until such officer's death, resignation or removal.

Section 5.03. Subordinate Officers, Committees and Agents. The board of directors from time to time may elect such committees, employees or other agents as the business of the Corporation may require, including one or more assistant secretaries, and one or more assistant treasurers, each of whom shall hold office for such period, have such authority, and perform such duties as are provided in these bylaws, or as the board of directors from time to time may determine. The directors may delegate to any officer or committee the power to elect subordinate officers and to retain or appoint employees or other agents.

Section 5.04. Resignations. Any officer or agent may resign at any time by giving written notice to the board of directors, or the president or the secretary of the Corporation. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5.05. Removal. Any officer or agent of the Corporation may be removed by the board of directors whenever the best interests of the Corporation will be served thereby. Such removal shall not prejudice the contract rights, if any, of a person so removed. Election or appointment of an officer or agent shall not itself create contract rights.

Section 5.06. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled by the board of directors or by the officer or committee to which the power to fill such office has been delegated pursuant to Section 5.03 hereof, as the case may be.

Section 5.07. General Powers. All officers and agents of the Corporation, as between themselves and the Corporation, shall have such authority and perform such duties in the management of the Corporation as may be provided in these bylaws, or as may be determined by resolution of the board of directors not inconsistent with these bylaws.

Section 5.08. The Chairperson and Vice Chairperson of the Board. The chairperson of the board, or in the Chairperson's absence, the vice chairperson of the board, shall preside at all meetings of the shareholders and the board of directors, and shall perform such other duties as may from time to time be requested of him or her by the board of directors.

Section 5.09. The Chief Executive Officer. The board of directors may designate a chief executive officer who shall perform such duties as from time to time may be requested by the board of directors.

Section 5.10. The President. The president shall have general supervision over the business and operation of the Corporation, subject to the control of the board of directors. The president

shall sign, execute, and acknowledge, in the name of the Corporation, deeds, mortgages, bonds, contracts or other instruments, authorized by the board of directors, except in cases where the signing and execution thereof shall be expressly delegated by the board of directors, or by these bylaws, to some other officer or agent of the Corporation, and, in general, shall perform all duties incident to the office of president, and such other duties as from time to time may be assigned the board of directors.

Section 5.11. The Vice Presidents. Vice presidents, in the order designated by the board of directors, shall perform the duties of the president in the president's absence or disability. Each vice president shall have such other duties as from time to time may be assigned by the board of directors or the president.

Section 5.12. The Secretary. The secretary or an assistant secretary shall attend all meetings of the shareholders and the board of directors and shall record all the votes of the shareholders and the directors and the minutes of the meetings of the shareholders, the board of directors and committees of the board in the book or books to be kept for that purpose; shall see that notices are given and records and reports are properly kept and filed by the Corporation as required by law; shall be the custodian of the seal of the Corporation; and, in general, shall perform all duties incident to the office of the secretary, and such other duties as from time to time may be assigned by the board of directors or the president.

Section 5.13. The Treasurer. The treasurer or an assistant treasurer shall have or provide for the custody of the funds or other property of the Corporation and shall keep a separate book account of the same; shall collect and receive or provide for the collection and receipts of monies earned by or in any manner due to or received by the Corporation; shall deposit all funds in his or her custody as treasurer in such banks or other places of deposit as the board of directors from time to time may designate; shall, whenever so required by the board of directors, render an account showing his or her transactions as treasurer and the financial condition of the Corporation; and, in general, shall discharge such other duties as from time to time may be assigned by the board of directors or the president.

Section 5.14. Salaries. The salaries of the officers elected by the board of directors shall be fixed from time to time by the board of directors or by such officer as may be designated by resolution of the. board. The salaries or other compensation of any other officers, employees and other agents shall be fixed from time to time by the officer or committee to which the power to elect such officers or to retain or appoint such employees or other agents has been delegated pursuant to Section 5.03 hereof No officer shall be prevented from receiving such salary or other compensation by reason of the fact that such officer also is a director of the Corporation.

ARTICLE VI

Certificates of Stock

Section 6.01. Issuance. The interest of each shareholder of the Corporation shall be evidenced by certificates for the shares of stock. The share certificates of the Corporation shall be numbered and registered in the share ledger and transfer books of the Corporation as they are issued. They shall be signed by the president or a vice president and the secretary or an assistant secretary of the Corporation, and may bear the corporate seal, which may be a facsimile, engraved or printed. The signatures of such officers upon a certificate may be facsimiles if the certificate is countersigned by a transfer agent or registered by a registrar, other than the Corporation itself or an employee of the Corporation. In case any officer who has signed or whose facsimile signature has been placed upon any

share certificate shall have ceased to be such officer because of death, resignation or otherwise before the certificate is issued, it may be issued by the Corporation with the same effect as if the officer has not ceased to be such as the date of its issue.

Section 6.02. Subscriptions for Shares. Unless the subscription agreement provides otherwise, subscriptions for shares, regardless of the time made, shall be paid at such time as determined by the board of directors. All calls made by the board of directors for payments on subscriptions shall carry the same terms with regard to all shares of the same class or as to all shares of the same series, as the case may be.

Section 6.03. Transfers. Transfers of shares of the capital stock of the Corporation shall be made on the books of the Corporation by the registered owner thereof, or by his or her duly authorized attorney, with a transfer clerk or transfer agent or registrar appointed as provided in Section 6.07 hereof, and on surrender of the certificate or certificates for such shares properly endorsed and with all taxes thereon paid. No transfer shall be made which is inconsistent with the provisions of the Uniform Commercial Code as adopted in Florida.

Section 6.04. Share Certificates. Certificates for shares of the Corporation shall be in such form as provided by statute and approved by the board of directors. The share record books and the blank share certificate books shall be kept by the secretary or by any agency designated by the board of directors for that purpose. Every certificate exchanged or returned to the Corporation shall be marked "Cancelled", with the date of cancellation.

Section 6.05. Lost, Destroyed, Mutilated or Stolen Certificates. The holder of any shares of the Corporation shall immediately notify the Corporation of any loss, destruction, mutilation or theft of the certificate therefor, and the board of directors may, in its discretion, cause a new certificate or certificates to be issued to such holder in case of mutilation of the certificate, upon the surrender of the mutilated certificate, or, in case of loss, destruction or theft of the certificate, upon satisfactory proof of such loss, destruction or theft, and, if the board of directors shall so determine, the submission of a properly executed lost security affidavit and indemnity agreement, or the deposit of a bond in such form and in such sum, and with such surety or sureties, as the board of directors may direct.

Section 6.06. Transfer Agent and Registrar. The board of directors may appoint one or more transfer agents or transfer clerks and one or more registrars, and may require all certificates for shares to bear the signature or signatures of any of them.

ARTICLE VII

Indemnification

Section 7.01. Procedure for Effecting Indemnification. Indemnification of an authorized representative of the Corporation (which, for purposes of this article shall mean a director, officer, fiduciary as defined by the Employee Retirement Income Security Act of 1974 ["Fiduciary"] or agent of the Corporation, or a director, officer, employee or agent of another corporation partnership, joint venture, trust or other enterprise serving as such at the request of the Corporation) shall be made when ordered by court (in which case the expense, including attorneys' fees, of the authorized representative in enforcing such right of indemnification shall be added to and be included in the final judgment against the Corporation) and shall be made in a specific case upon a determination that indemnification of the authorized representative is required or proper in the circumstances because the applicable standard of

conduct set forth in the Florida Business Corporation Act as amended from time to time has been met. Such determination shall be made in accordance with the Florida Business Corporation Act as amended from time to time.

Section 7.02. Advancing Expenses. Expenses (including attorneys' fees) incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding, as determined to be authorized in accordance with the Florida Business Corporation Act as amended from time to time upon receipt of an undertaking by or on behalf of a director, officer or Fiduciary to repay such amount unless it ultimately shall be determined that such person is entitled to be indemnified by the Corporation as required in the articles of incorporation or this Article. To the extent authorized by law such expenses may be paid by the Corporation in advance on behalf of any other authorized representative when authorized by the board of directors upon receipt of a similar undertaking.

Section 7.03. Scope of Article. The indemnification provided in the articles of incorporation or by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any agreement, vote of shareholders or disinterested directors, statute or otherwise, both as to action in an official capacity and as to action in another capacity while holding such office or position, and shall continue as to a person who has ceased to be an authorized representative of the Corporation and shall inure to the benefit of the heirs and personal representatives of such a person.

ARTICLE VIII

Miscellaneous

Section 8.01. Corporate Seal. The Corporation may have a corporate seal in the form of a circle containing the name of the Corporation, the year of incorporation and such other details as may be approved by the board of directors. Nothing in these bylaws shall require the impression of a corporate seal to establish the validity of any document executed on behalf of the Corporation.

Section 8.02. Checks. All checks, notes, bills of exchange or other orders in writing shall be signed by such person or persons as the board of directors from time to time may designate.

Section 8.03. Contracts. The board of directors may authorize any officer or officers, agent or agents to enter into any contract or to execute or deliver any instrument on behalf of the Corporation, and such authority may be general or confined to specific instances.

Section 8.04. Deposits. All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies, or other depositories as the board of directors may approve or designate, and all such funds shall be withdrawn only upon checks signed by such one or more officers or employees as the board of directors from time to time shall determine.

Section 8.05. Reports. The board of directors shall present at the annual meeting of shareholders a report of the financial condition of the Corporation as of the closing date of the preceding fiscal year. Such report shall be in such form as shall be approved by the board of directors and shall be available for the inspection of shareholders at the annual meeting. Unless required by statute, the board of directors shall not be required to cause such report to be sent to the shareholders. Unless required by

statute, the board of directors may, but shall not be required to, have such report prepared and verified by an independent certified public accountant or by a firm of practicing public accountants.

Section 8.06. Corporate Records.

(a) There shall be kept at the principal office of the Corporation an original or duplicate record of the proceedings of the shareholders and of the directors, and the original or a copy of the bylaws including all amendments or alterations thereto to date, certified by the secretary of the Corporation. An original or duplicate share register also shall be kept at the registered office or principal place of business of the Corporation, or at the office of a transfer agent or registrar, giving the names of the shareholders, their respective addresses and the number and class of shares held by each. The Corporation also shall keep appropriate, complete and accurate books or records of account, which may be kept at the office of its statutory agent or at its principal place of business.

(b) Any person who shall have been a holder of record of shares or of a voting trust beneficial interest therefor, at least six months immediately preceding a demand or shall be the holder of record of, or the holder of record of voting trust beneficial interest for, at least five percent of all the outstanding shares of the Corporation, upon written demand directed to the Corporation at its principal office or its statutory agent, shall have the right to examine, in person, or by agent or attorney, at any reasonable time or times, for any proper purpose the Corporation's relevant books and records of accounts, minutes, and record of shareholders and to make copies of or extracts therefrom. In every instance where any attorney or other agent shall be the person who seeks the right to inspection, the demand under oath shall be accompanied by a power of attorney or such other writing which authorizes the attorney or other agent to so act on behalf on the shareholder.

Section 8.07. Voting Securities Held by the Corporation. Unless otherwise ordered by the board of directors, the president shall have full power and authority on behalf of the Corporation to attend and to act and to vote at any meeting of security holders of other corporations in which the Corporation may hold securities. At such meeting the president shall possess and may exercise any and all rights and powers incident to the ownership of such securities which the Corporation might have possessed and exercised if it had been present. The board of directors from time to time may confer similar powers upon any other person or persons.

Section 8.08. Amendment of Bylaws. Except as may otherwise be provided in the articles of incorporation, these bylaws may be amended or replaced, or new bylaws may be adopted, by the board of directors of the Corporation at any regular or special meeting of directors, subject to repeal or change by action of the shareholders. It shall not be necessary to set forth such proposed amendment, repeal or new bylaws, or a summary thereof, in any notice of such meeting, whether annual, regular or special.

CERTIFICATION

I hereby certify that the foregoing bylaws were adopted by unanimous written consent of the board of directors of the Corporation on the 28 day of December , 1998.

/s/ Michael Deitch

Michael Deitch, Secretary

ARTICLES OF INCORPORATION
OF
FAMILY PRESERVATION SERVICES OF NORTH CAROLINA, INC.

ARTICLE I
NAME

The name of the corporation shall be Family Preservation Services of North Carolina, Inc.

ARTICLE II
SHARES

The number of shares of Common Stock that this corporation is authorized to have outstanding at any one time is One Hundred Thousand (100,000) of no par value.

ARTICLE III
INITIAL REGISTERED OFFICE

The street address and county of the initial registered office of the corporation are:

225 Hillsborough St.
Raleigh, NC 27603
County of Wake

ARTICLE IV
INITIAL REGISTERED AGENT

The name of the initial registered agent of the corporation is CT Corporation System.

ARTICLE V
DIRECTORS

The number of directors constituting the initial Board of Directors is one (1), and the name and address of the person who is to serve as director until his successors are elected and qualified is:

Fletcher J. McCusker
620 N. Craycroft
Tucson, AZ 85711

ARTICLE VI
PRINCIPAL OFFICE

The principal place of business and mailing address of this corporation shall be:

Family Preservation Services of North Carolina, Inc.
620 N. Craycroft
Tucson, AZ 85711

ARTICLE VII
INCORPORATOR

The name and address of the incorporator to these Articles of Incorporation are:

Michael Deitch
620 N. Craycroft
Tucson, AZ 85711

Dated this 7 day of January, 2000.

/s/Michael Deitch
Michael Deitch, Incorporator

BYLAWS

OF

FAMILY PRESERVATION SERVICES OF NORTH CAROLINA, INC.

ARTICLE I

Offices

Section 1.01. Registered Office. The registered office of the Corporation is located at CT Corporation System, 225 Hillsborough St., Raleigh, NC 27603, and the name of the registered agent of the Corporation at such address is CT Corporation System.

Section 1.02. Principal Office. The Principal office for the transaction of business of the Corporation shall be located at 620 N. Craycroft, Tucson, Arizona 85711, in Pima County unless otherwise established by a vote of a majority of the board of directors in office.

Section 1.03. Other Offices. The Corporation also may have offices at other places within or without the State of North Carolina where the Corporation is qualified to do business, as the Board of Directors may from time to time designate, or the business of the Corporation may require.

ARTICLE II

Meetings of Shareholders

Section 2.01. Annual Meeting. The board of directors may determine the place, date and time of the annual meetings of the shareholders, but if no such place, date and time is fixed, the meeting for any calendar year shall be held at the principal office of the Corporation at 1:00 p.m. on the first day of August of each year. If that day is a legal holiday, the meeting shall be held on the next business day which is not a legal holiday. At that meeting the shareholders entitled to vote shall elect directors and transact such business as may properly be brought before the meeting.

Section 2.02. Special Meetings. Special meetings of the shareholders of the Corporation may be called at any time by the president, the board of directors, or the shareholders of not fewer than one-tenth of the shares entitled to vote at the meeting.

Section 2.03. Notice and Purpose of Meetings: Waiver.

(a) Written notice stating the place, day and hour of meetings and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered by first class mail not less than ten nor more than fifty days before the date of the meeting, either personally or by mail, by an officer of the Corporation at the direction of the person or persons calling the meeting, to each shareholder of record entitled to vote at such meeting. If mailed, such notice shall

be deemed to be delivered when mailed to the shareholder at the shareholder's address as it appears on the stock transfer books of the Corporation.

(b) A shareholder may waive the notice of meeting by attendance at the meeting either in person or by proxy or by so stating in writing, either before or after such meeting. Attendance at a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened shall not constitute a waiver of notice.

Section 2.04. Quorum, Manner of Acting and Adjournment.

(a) Unless otherwise provided by law or the articles of incorporation, a majority of the shares entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of shareholders. All shares represented and entitled to vote on any single subject matter which may be brought before the meeting shall be counted for the purposes of a quorum. Business may be conducted once a quorum is present and may continue until adjournment of the meeting, notwithstanding the withdrawal or temporary absence of sufficient shares to reduce the number present to less than a quorum.

(b) Shares of its own stock belonging to the Corporation or to another corporation, if a majority of the shares entitled to vote in the elections of directors of such other corporation is held, directly or indirectly, by the Corporation, shall neither be entitled to vote nor counted for quorum purposes. Nothing in this subsection shall be construed as limiting the right of the Corporation to vote its own stock held by it in a fiduciary capacity.

(c) Unless the vote of a greater number or voting by classes is required by statute, the articles of incorporation, or these bylaws, the affirmative vote of a majority of the shares then represented at the meeting and entitled to vote on the subject matter shall be the act of the shareholders; provided, however, that if the shares then represented are less than required to constitute a quorum, the affirmative vote must be such as would constitute a majority if a quorum were present.

(d) The affirmative vote of a majority of the shares then present is sufficient in all cases to adjourn a meeting to another time and place. Notice need not be given of the adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting the Corporation may transact any business which might have been transacted at the original meeting. If the adjournment is for more than thirty days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each shareholder of record entitled to vote at the meeting.

Section 2.05. Record Date.

(a) In order that the Corporation may determine the shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or entitled to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or

other distribution or allotment of rights, or entitled to exercise any rights in respect of any change, conversion or exchange of shares or for the purpose of any other lawful action, the board of directors may fix, in advance, a record date, which shall not be more than seventy days nor less than ten days before the date of the meeting, or for more than seventy days nor less than ten days prior to any such other action.

(b) A determination of shareholders of record entitled to notice of or to vote at a meeting of shareholders shall apply to any adjournment of the meeting; provided, however, that the board of directors may fix a new record date for the adjourned meeting and further provided that the adjournment or adjournments do not exceed thirty days in the aggregate.

Section 2.06. Presiding Officer: Order of Business. Meetings of the shareholders shall be presided over by the chairperson of the board of directors, if there be one, or if the chairperson is not present, by the vice chairperson of the board of directors, if there be one, or if the vice chairperson is not present, by the president, or if the president is not present, by a vice president in the order designated by the board of directors, or if the vice president is not present, by a chairperson to be chosen by a majority of the shareholders entitled to vote at the meeting who are present in person or by proxy. The secretary of the Corporation, or, in the secretary's absence, an assistant secretary, shall act as secretary of every meeting, but if neither the secretary nor an assistant secretary is present, the presiding officer shall choose any person present to act as secretary of the meeting.

Section 2.07. Voting.

(a) Except with respect to the election of directors, each shareholder of record (except the holder of shares which have been called for redemption and with respect to which an irrevocable deposit of funds sufficient to redeem such shares has been made) shall have the right, at every shareholders' meeting, to one (1) vote for every share, and to a corresponding fraction of a vote with respect to every fractional share, of stock of the Corporation standing in his or her name on the books of the Corporation, subject, however, to any provisions respecting voting rights as may be contained in the articles of incorporation or any amendments thereto.

(b) 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 him or her by proxy. Every proxy shall be executed in writing by the shareholder or by his or her duly authorized attorney-in-fact and shall be filed with the secretary or an assistant secretary of the corporation before the taking of any vote on the issue as to which the proxy intends to act.

Section 2.08. Voting Lists.

(a) A complete list of the shareholders of the Corporation entitled to vote at each meeting of shareholders or any adjournment thereof, arranged in alphabetical order, with the address of and number of shares owned by, each such shareholder shall be prepared by the secretary, or other

officer of the Corporation having charge of the share transfer books. This list shall be produced and kept open at the time and place of the meeting and shall be subject to inspection by any shareholder at any time during the meeting for the purposes thereof.

(b) Failure to comply with the requirements of this section shall not affect the validity of any action taken as such meeting of the shareholders.

Section 2.09. Consent of Shareholders in Lieu of Meeting. Any action which may be taken at a meeting of the shareholders or a class of shareholders of the Corporation may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all the shareholders entitled to vote with respect to the subject matter thereof. Such consent shall have the same effect as a unanimous vote of shareholders.

ARTICLE III

Board of Directors

Section 3.01. Powers. The board of directors shall have full power to conduct, manage, and direct the business and affairs of the Corporation, except as specifically reserved or granted to the shareholders by statute, the articles of incorporation or these bylaws.

Section 3.02. Number and Term of Office. The board of directors shall consist of such number of directors, not fewer than one (1) nor more than twelve (12), as may be determined from time to time by resolution of the board of directors. Except as hereinafter provided, directors shall be elected at the annual meeting of the shareholders and each director shall serve until the next annual meeting of shareholders and until his or her successor shall be elected and qualified, or until his or her earlier resignation or removal.

Section 3.03. Qualification and Election.

(a) All directors of the Corporation shall be natural persons of at least 18 years of age, and need not be residents of North Carolina or shareholders in the Corporation. Except in the case of vacancies, directors shall be elected by the shareholders. Upon the demand of any shareholder at any meeting of shareholders for the election of directors, the chairperson of the meeting shall call for and shall afford a reasonable opportunity for the making of nominations for the office of director. If the board of directors is classified with respect to the power of shareholders to elect directors or with respect to the terms of directors and if, due to a vacancy or vacancies or otherwise, directors of more than one class are to be elected, each class of directors to be elected at the meeting shall be nominated and elected separately. Any shareholder may nominate as many persons for the office of director as there are positions to be filled. If nominations for the office of director have been called for as herein provided, only candidates who have been nominated in accordance herewith shall be eligible for election.

(b) At each election for directors every shareholder entitled to vote at such election shall have the right to vote, in person or by proxy, the number of shares owned by the shareholder for as many persons as there are directors to be elected and for whose election the shareholder has a right to vote, or to cumulate the shareholder's votes by giving one candidate as many votes as the number of such directors multiplied by the number of the shareholder's share shall equal, or by distributing such votes on the same principle among any number of such candidates. The candidates receiving the highest number of votes from each class or group of classes entitled to elect directors separately up to the number of directors to be elected in the same election by such class or group of classes shall be elected.

Section 3.04. Presiding Officer. Meetings of the board of directors shall be presided over by the chairperson of the board, if there is one, or if the chairperson is not present, by the vice chairperson of the board, if there is one, or if the vice chairperson is not present, by the president, or if the president is not present, by a vice president, in the order designated by the board of directors, or if the vice president is not present, by a chairperson to be chosen by a majority of the board of directors at the meeting. The secretary of the Corporation, or, in the secretary's absence, an assistant secretary, shall act as secretary of every meeting, but if neither the secretary nor an assistant secretary is present, the chairperson shall choose any person present to act as secretary of the meeting.

Section 3.05. Resignations. Any director of the Corporation may resign at any time by giving written notice to the president, the secretary or assistant secretary of the Corporation. Such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make if effective.

Section 3.06. Vacancies.

(a) Any vacancy occurring in the board of directors may be filled by the affirmative vote of the majority of the remaining directors though not less than a quorum, or by a sole remaining director at any regular or special meeting. The director so elected shall continue in office until the next election of directors when such director's successor is elected and qualified. Any newly created directorship shall be deemed a vacancy.

(b) When one or more directors shall resign from the board, effective at a future time, a majority of the directors then in office, including those who have so resigned, shall have power to fill such vacancy or vacancies, the vote thereon to take effect when such resignation or resignations shall become effective. Each director so chosen shall hold office until the next election of directors when such director's successor is elected and qualified.

Section 3.07. Removal.

(a) At a special meeting of shareholders called for the purpose of removing directors, any director or the entire board of directors may be removed, with or without cause, by a vote of the holders of a majority of the shares then entitled to vote at an election of directors except that if less than the entire board is to be removed, no one of the directors may be removed if the votes cast against his or her removal would be sufficient to elect him or her if they cumulatively voted at an election of the entire board of directors or, if there be classes of directors, at an election of the class of directors of which he or she is a part.

(b) Whenever the holders of the shares of any class are entitled to elect one or more directors by the provisions of the articles of incorporation, the provisions of section 3.07(a) of these bylaws shall apply, in respect to the removal of a director or directors so elected, to the vote of the holders of the outstanding shares of that class and not to the vote of the outstanding shares as a whole.

(c) In case the board or such class of the board or any one or more directors is so removed, new directors may be elected at the same meeting. If the shareholders fail to elect persons to fill the unexpired term or terms of the director or directors removed, such unexpired terms shall be considered vacancies on the board to be filled by the remaining directors in accordance with section 3.06(a) of these bylaws.

Section 3.08. Place of Meeting.

(a) The board of directors may hold its meetings at such place or places as the board of directors may from time to time appoint, or as may be designated in the notice calling the meeting.

(b) Meetings may be held by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in such a meeting shall constitute presence in person at such meeting.

Section 3.09. Regular Meetings. Regular meetings of the board of directors shall be held at such time and place as shall be designated from time to time by resolution of the board of directors. If the date fixed for any regular meeting is a legal holiday under the laws of the place where such meeting is to be held, then the meeting shall be held on the next succeeding business day, not a Saturday, or at such other time as may be determined by resolution of the board of directors. At regular meetings, the directors shall transact such business as may properly be brought before the meeting. Notice of regular meetings need not be given.

Section 3.10. Special Meetings. Special meetings of the board of directors shall be held whenever called by the chairperson of the board, the president or two or more of the directors. Notice of each such meeting shall be given to each director by the Secretary or an Assistant Secretary of the Corporation, or by any other officer authorized by the board of directors. Such notice shall be given to each director personally or by mail, messenger, telephone, telecopy or telegraph at such

director's business or residence address. Notice by mail shall be deposited in the United States mail, postage prepaid, not later than the fifth (5th) day prior to the date fixed for such special meeting. Notice by telephone, telecopy or telegraph shall be sent, and notice given personally or by messenger shall be delivered, at least forty-eight (48) hours prior to the time set for such special meeting. Notice of a special meeting of the board of directors need not contain a statement of the purpose of such special meeting.

Section 3.11. Board Action Without Meeting. Any action required or permitted to be taken by the Board of Directors, may be taken without a meeting, and with the same force and effect as the unanimous vote of Directors, if all members of the Board shall individually or collectively consent in writing to such action.

Section 3.12. Quorum. Manner of Acting. and Adjournment. A majority of the directors then serving shall constitute a quorum for the transaction of business. Except as otherwise specified in the articles of incorporation or these bylaws or provided by statute, the acts of a majority of the directors present at a meeting at which a quorum is present shall be the acts of the board of directors. The directors shall act only as a board and the individual directors shall have no power as such; provided, however, that any action which may be taken at a meeting of the board or of a committee may be taken without a meeting of the board of directors or of a committee may be taken without a meeting if all directors or committee members, as the case may be, consent thereto in writing. Such consent shall have the same effect as a unanimous vote.

Section 3.13. Executive and Other Committees.

(a) The board of directors, by resolution adopted by a majority of the full board, may designate from among its members an Executive Committee and one or more other committees, each committee to consist of two or more directors. The board may designate one or more directors as alternate members of the committee. In the absence or disqualification of a member, and the alternate or alternates, if any, designated for such member, of any committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not he, she or they constitute a quorum, may unanimously appoint another director to act at the meeting in the place of any absent or disqualified member.

(b) Except as otherwise provided in this section, the Executive Committee shall have and exercise all of the authority of the board in the management of the business and affairs of the Corporation and any other committee shall have and exercise the authority of the board to the extent provided in the resolution designating the committee. The board of directors, with or without cause, may dissolve any such committee or remove any member thereof at any time.

(c) No such committee of the board shall have the authority of the board in reference to:

(1) The amendment or repeal of the bylaws or the adoption of new bylaws;

(2) Declaring any dividend;

(3) Issuing any authorized but unissued shares;

(4) Establishing and designating any class or series of share and fixing and determining the relative rights and preferences thereof, changing the statutory agent of the Corporation, or otherwise effecting any amendment of the articles of incorporation of the Corporation;

(5) Recommending to the shareholders any plan for the sale, lease or exchange of all or substantially all of the property and assets of the Corporation, any amendment of the articles of incorporation, any plan of merger or consolidation, any voluntary dissolution of the Corporation or any revocation of any election of the Corporation to dissolve voluntarily;

(6) The filling of vacancies on the board of directors or in any committee of the board of directors;

(7) The fixing of compensation of directors for serving on the board or on any committee of the board of directors; or

(8) The submission to shareholders of any action that requires shareholder approval by law.

(d) Sections 3.09, 3.10, 3.11 shall be applicable to committees of the board of directors.

Section 3.14. Compensation. Directors, and members of any committee of the board of directors, shall be entitled to such reasonable compensation for their services as directors and members of any such committee as shall be fixed from time to time by resolution of the board of directors, and also shall be entitled to reimbursement for any reasonable expenses incurred in attending such meetings. Any director receiving compensation under these provisions shall not be barred from serving the Corporation in any other capacity and receiving reasonable compensation for such other services.

Section 3.15. Dividends. Except as limited by statute and the articles of incorporation, the board of directors shall have full power to determine whether any, and, if so, what part, of the funds legally available for the payment of dividends shall be declared in dividends and paid to the shareholders of the Corporation. The board of directors may fix a sum which may be set aside or reserved over and above the paid-in capital of the Corporation for working capital or as a reserve for any proper purpose, and from time to time may increase, diminish and vary such fund.

Section 3.16. Minutes. The Corporation shall keep minutes of the proceedings of its board of directors and committees thereof.

Section 3.17. Director Conflicts of Interest.

(a) No contract or other transaction between the Corporation and one or more of its directors or any other corporation, firm, association or entity in which one or more of its directors are directors or officers or are financially interested, shall be either void or voidable because of such relationship or interest or because such director or directors are present at the meeting of the board of directors or a committee thereof which authorizes, approves or ratifies such contract or transaction or because his, her or their votes are counted for such purpose, if:

1. The fact of such relationship or interest is disclosed or known to the board of directors or committee which authorizes approves or ratifies the contract or transaction by a vote or consent sufficient for the purpose without counting the votes or consents of such interested directors; or

2. The fact of such relationship or interest is disclosed or known to the shareholders entitled to vote and they authorize, approve or ratify such contract or transaction by vote or written consent; or

3. The contract or transaction is fair and reasonable to the Corporation at the time the contract or transaction is authorized, approved or ratified, in the light of circumstances known to those entitled to vote thereon at that time.

(b) Common or interested directors may be counted in determining the presence of a quorum at a meeting of the board of directors or a committee thereof which authorizes, approves or ratifies such contract or transaction.

ARTICLE IV

Notice - Waivers

Section 4.01. Notice, What Constitutes. Whenever written notice to any person is required by the articles of incorporation, these bylaws, or statute, it may be given to such person either personally or by sending a copy thereof through the mail to his or her address appearing on the books of the Corporation, or supplied by him or her to the Corporation for the purpose of notice. If the notice is sent by mail it shall be deemed to have been given to the person entitled thereto when deposited in the United States mail.

Section 4.02. Waiver of Notice.

(a) Whenever any notice is required to be given to any shareholder or director by the articles of incorporation, these bylaws, or statute, a waiver thereof in writing signed by the person

or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice.

(b) Attendance of a person at any meeting shall constitute a waiver of notice of such meeting, except when a person attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

ARTICLE V

Officers

Section 5.01. Number, Qualifications and Designations. The officers of the Corporation shall be a president, who shall also be the chief executive officer ("CEO") unless otherwise specified by the board, one or more vice-presidents if so designated by resolution of the board of directors, a secretary, a treasurer, and such other officers as may be elected in accordance with the provisions of Section 5.03 hereof. Any two or more offices may be held by the same person. Officers may, but need not, be directors or shareholders of the Corporation. The board of directors may elect from among the members of the board a chairperson of the board and a vice chairperson of the board who shall be officers of the Corporation.

Section 5.02. Election and Term of Office. The officers of the Corporation, except those elected by delegated authority pursuant to Section 5.03 hereof, shall be elected by the board of directors, and each such officer shall hold office until such officer's successor shall have been duly elected and qualified, or until such officer's death, resignation or removal.

Section 5.03. Subordinate Officers, Committees and Agents. The board of directors from time to time may elect such committees, employees or other agents as the business of the Corporation may require, including one or more assistant secretaries, and one or more assistant treasurers, each of whom shall hold office for such period, have such authority, and perform such duties as are provided in these bylaws, or as the board of directors from time to time may determine. The directors may delegate to any officer or committee the power to elect subordinate officers and to retain or appoint employees or other agents.

Section 5.04. Resignations. Any officer or agent may resign at any time by giving written notice to the board of directors, or the president or the secretary of the Corporation. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5.05. Removal. Any officer or agent of the Corporation may be removed by the board of directors whenever the best interests of the Corporation will be served thereby. Such removal shall not prejudice the contract rights, if any, of a person so removed. Election or appointment of an officer or agent shall not itself create contract rights.

Section 5.06. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled by the board of directors or by the officer or committee to which the power to fill such office has been delegated pursuant to Section 5.03 hereof, as the case may be.

Section 5.07. General Powers. All officers and agents of the Corporation, as between themselves and the Corporation, shall have such authority and perform such duties in the management of the Corporation as may be provided in these bylaws, or as may be determined by resolution of the board of directors not inconsistent with these bylaws.

Section 5.08. The Chairperson and Vice Chairperson of the Board. The chairperson of the board, or in the Chairperson's absence, the vice chairperson of the board, shall preside at all meetings of the shareholders and the board of directors, and shall perform such other duties as may from time to time be requested of him or her by the board of directors.

Section 5.09. The Chief Executive Officer. The board of directors may designate a chief executive officer who shall perform such duties as from time to time may be requested by the board of directors.

Section 5.10. The President. The president shall have general supervision over the business and operation of the Corporation, subject to the control of the board of directors. The president shall sign, execute, and acknowledge, in the name of the Corporation, deeds, mortgages, bonds, contracts or other instruments, authorized by the board of directors, except in cases where the signing and execution thereof shall be expressly delegated by the board of directors, or by these bylaws, to some other officer or agent of the Corporation, and, in general, shall perform all duties incident to the office of president, and such other duties as from time to time may be assigned the board of directors.

Section 5.11. The Vice Presidents. Vice presidents, in the order designated by the board of directors, shall perform the duties of the president in the president's absence or disability. Each vice president shall have such other duties as from time to time may be assigned by the board of directors or the president.

Section 5.12. The Secretary. The secretary or an assistant secretary shall attend all meetings of the shareholders and the board of directors and shall record all the votes of the shareholders and the directors and the minutes of the meetings of the shareholders, the board of directors and committees of the board in the book or books to be kept for that purpose shall see that notices are given and records and reports are properly kept and filed by the Corporation as required by law; shall be the custodian of the seal of the Corporation; and, in general, shall perform all duties incident to the office of the secretary, and such other duties as from time to time may be assigned by the board of directors or the president.

Section 5.13. The Treasurer. The treasurer or an assistant treasurer shall have or provide for the custody of the funds or other property of the Corporation and shall keep a separate book account of the same; shall collect and receive or provide for the collection and receipts of monies earned by or in any manner due to or received by the Corporation; shall deposit all funds in his or her custody as treasurer in such banks or other places of deposit as the board of directors from time to time may designate; shall, whenever so required by the board of directors, render an account showing his or her transactions as treasurer and the financial condition of the Corporation; and, in general, shall discharge such other duties as from time to time may be assigned by the board of directors or the president.

Section 5.14. Salaries. The salaries of the officers elected by the board of directors shall be fixed from time to time by the board of directors or by such officer as may be designated by resolution of the board. The salaries or other compensation of any other officers, employees and other agents shall be fixed from time to time by the officer or committee to which the power to elect such officers or to retain or appoint such employees or other agents has been delegated pursuant to Section 5.03 hereof. No officer shall be prevented from receiving such salary or other compensation by reason of the fact that such officer also is a director of the Corporation.

ARTICLE VI

Certificates of Stock

Section 6.01. Issuance. The interest of each shareholder of the Corporation shall be evidenced by certificates for the shares of stock. The share certificates of the Corporation shall be numbered and registered in the share ledger and transfer books of the Corporation as they are issued. They shall be signed by the president or a vice president and the secretary or an assistant secretary of the Corporation, and may bear the corporate seal, which may be a facsimile, engraved or printed. The signatures of such officers upon a certificate may be facsimiles if the certificate is countersigned by a transfer agent or registered by a registrar, other than the Corporation itself or an employee of the Corporation. In case any officer who has signed or whose facsimile signature has been placed upon any share certificate shall have ceased to be such officer because of death, resignation or otherwise before the certificate is issued, it may be issued by the Corporation with the same effect as if the officer has not ceased to be such as the date of its issue.

Section 6.02. Subscriptions for Shares. Unless the subscription agreement provides otherwise, subscriptions for shares, regardless of the time made, shall be paid at such time as determined by the board of directors. All calls made by the board of directors for payments on subscriptions shall carry the same terms with regard to all shares of the same class or as to all shares of the same series, as the case may be.

Section 6.03. Transfers. Transfers of shares of the capital stock of the Corporation shall be made on the books of the Corporation by the registered owner thereof, or by his or her duly

authorized attorney, with a transfer clerk or transfer agent or registrar appointed as provided in Section 6.07 hereof, and on surrender of the certificate or certificates for such shares properly endorsed and with all taxes thereon paid. No transfer shall be made which is inconsistent with the provisions of the Uniform Commercial Code as adopted in North Carolina.

Section 6.04. Share Certificates. Certificates for shares of the Corporation shall be in such form as provided by statute and approved by the board of directors. The share record books and the blank share certificate books shall be kept by the secretary or by any agency designated by the board of directors for that purpose. Every certificate exchanged or returned to the Corporation shall be marked "Cancelled", with the date of cancellation.

Section 6.05. Lost. Destroyed. Mutilated or Stolen Certificates. The holder of any shares of the Corporation shall immediately notify the Corporation of any loss, destruction, mutilation or theft of the certificate therefor, and the board of directors may, in its discretion, cause a new certificate or certificates to be issued to such holder in case of mutilation of the certificate, upon the surrender of the mutilated certificate, or, in case of loss, destruction or theft of the certificate, upon satisfactory proof of such loss, destruction or theft, and, if the board of directors shall so determine, the submission of a properly executed lost security affidavit and indemnity agreement, or the deposit of a bond in such form and in such sum, and with such surety or sureties, as the board of directors may direct.

Section 6.06. Transfer Agent and Registrar. The board of directors may appoint one or more transfer agents or transfer clerks and one or more registrars, and may require all certificates for shares to bear the signature or signatures of any of them.

ARTICLE VII

Indemnification

Section 7.01. Procedure for Effecting Indemnification. Indemnification of an authorized representative of the Corporation (which, for purposes of this article shall mean a director, officer, fiduciary as defined by the Employee Retirement Income Security Act of 1974 ["Fiduciary"] or agent of the Corporation, or a director, officer, employee or agent of another corporation partnership, joint venture, trust or other enterprise serving as such at the request of the Corporation) shall be made when ordered by court (in which case the expense, including attorneys' fees, of the authorized representative in enforcing such right of indemnification shall be added to and be included in the final judgment against the Corporation) and shall be made in a specific case upon a determination that indemnification of the authorized representative is required or proper in the circumstances because the applicable standard of conduct set forth in the North Carolina Business Corporation Act as amended from time to time has been met. Such determination shall be made in accordance with the North Carolina Business Corporation Act as amended from time to time.

Section 7.02. Advancing Expenses. Expenses (including attorneys' fees) incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding, as determined to be authorized in accordance with the North Carolina Business Corporation Act as amended from time to time upon receipt of an undertaking by or on behalf of a director, officer or Fiduciary to repay such amount unless it ultimately shall be determined that such person is entitled to be indemnified by the Corporation as required in the articles of incorporation or this Article. To the extent authorized by law such expenses may be paid by the Corporation in advance on behalf of any other authorized representative when authorized by the board of directors upon receipt of a similar undertaking.

Section 7.03. Scope of Article. The indemnification provided in the articles of incorporation or by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any agreement, vote of shareholders or disinterested directors, statute or otherwise, both as to action in an official capacity and as to action in another capacity while holding such office or position, and shall continue as to a person who has ceased to be an authorized representative of the Corporation and shall inure to the benefit of the heirs and personal representatives of such a person.

ARTICLE VIII

Miscellaneous

Section 8.01. Corporate Seal. The Corporation may have a corporate seal in the form of a circle containing the name of the Corporation, the year of incorporation and such other details as may be approved by the board of directors. Nothing in these bylaws shall require the impression of a corporate seal to establish the validity of any document executed on behalf of the Corporation.

Section 8.02. Checks. All checks, notes, bills of exchange or other orders in writing shall be signed by such person or persons as the board of directors from time to time may designate.

Section 8.03. Contracts. The board of directors may authorize any officer or officers, agent or agents to enter into any contract or to execute or deliver any instrument on behalf of the Corporation, and such authority may be general or confined to specific instances.

Section 8.04. Deposits. All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies, or other depositories as the board of directors may approve or designate, and all such funds shall be withdrawn only upon checks signed by such one or more officers or employees as the board of directors from time to time shall determine.

Section 8.05. Reports. The board of directors shall present at the annual meeting of shareholders a report of the financial condition of the Corporation as of the closing date of the preceding

fiscal year. Such report shall be in such form as shall be approved by the board of directors and shall be available for the inspection of shareholders at the annual meeting. Unless required by statute, the board of directors shall not be required to cause such report to be sent to the shareholders. Unless required by statute, the board of directors may, but shall not be required to, have such report prepared and verified by an independent certified public accountant or by a firm of practicing public accountants.

Section 8.06. Corporate Records.

(a) There shall be kept at the principal office of the Corporation an original or duplicate record of the proceedings of the shareholders and of the directors, and the original or a copy of the bylaws including all amendments or alterations thereto to date, certified by the secretary of the Corporation. An original or duplicate share register also shall be kept at the registered office or principal place of business of the Corporation, or at the office of a transfer agent or registrar, giving the names of the shareholders, their respective addresses and the number and class of shares held by each. The Corporation also shall keep appropriate, complete and accurate books or records of account, which may be kept at the office of its statutory agent or at its principal place of business.

(b) Any person who shall have been a holder of record of shares or of a voting trust beneficial interest therefor, at least six months immediately preceding a demand or shall be the holder of record of, or the holder of record of voting trust beneficial interest for, at least five percent of all the outstanding shares of the Corporation, upon written demand directed to the Corporation at its principal office or its statutory agent, shall have the right to examine, in person, or by agent or attorney, at any reasonable time or times, for any proper purpose the Corporation's relevant books and records of accounts, minutes, and record of shareholders and to make copies of or extracts therefrom. In every instance where any attorney or other agent shall be the person who seeks the right to inspection, the demand under oath shall be accompanied by a power of attorney or such other writing which authorizes the attorney or other agent to so act on behalf on the shareholder.

Section 8.07. Voting Securities Held by the Corporation. Unless otherwise ordered by the board of directors, the president shall have full power and authority on behalf of the Corporation to attend and to act and to vote at any meeting of security holders of other corporations in which the Corporation may hold securities. At such meeting the president shall possess and may exercise any and all rights and powers incident to the ownership of such securities which the Corporation might have possessed and exercised if it had been present. The board of directors from time to time may confer similar powers upon any other person or persons.

Section 8.08. Amendment of Bylaws. Except as may otherwise be provided in the articles of incorporation, these bylaws may be amended or replaced, or new bylaws may be adopted, by the board of directors of the Corporation at any regular or special meeting of directors, subject to repeal or change by action of the shareholders. It shall not be necessary to set forth such proposed amendment, repeal or new bylaws, or a summary thereof, in any notice of such meeting, whether annual, regular or special.

CERTIFICATION

I hereby certify that the foregoing bylaws were adopted by unanimous written consent of the board of directors of the Corporation on the 24 day of February , 2000.

/s/ Michael Deitch

Michael Deitch, Secretary

LLC-1 File # 200935110099

State of California
Secretary of State

LIMITED LIABILITY COMPANY ARTICLES OF ORGANIZATION

FILED
In the Office of the Secretary of State
of the State of California
DEC 17 2009

A $70.00 filing fee must accompany this form.
IMPORTANT – Read instructions before completing this form.

This Space For Filing Use Only

ENTITY NAME (End the name with the words "Limited Liability Company," or the abbreviations "LLC" or "L.L.C." The words "Limited" and "Company" may be abbreviated to "Ltd." and "Co.," respectively.)

1. NAME OF LIMITED LIABILITY COMPANY

Molina Information Systems, LLC

PURPOSE (The following statement is required by statute and should not be altered.)

2. THE PURPOSE OF THE LIMITED LIABILITY COMPANY IS TO ENGAGE IN ANY LAWFUL ACT OR ACTIVITY FOR WHICH A LIMITED LIABILITY COMPANY MAY BE ORGANIZED UNDER THE BEVERLY-KILLEA LIMITED LIABILITY COMPANY ACT.

INITIAL AGENT FOR SERVICE OF PROCESS (If the agent is an individual, the agent must reside in California and both Items 3 and 4 must be completed. If the agent is a corporation, the agent must have on file with the California Secretary of State a certificate pursuant to Corporations Code section 1505 and Item 3 must be completed (leave Item 4 blank).

3. NAME OF INITIAL AGENT FOR SERVICE OF PROCESS

Mark L. Andrews

4. IF AN INDIVIDUAL, ADDRESS OF INITIAL AGENT FOR SERVICE OF PROCESS IN CALIFORNIA

ADDRESS	CITY	STATE	ZIP CODE
2277 Fair Oaks Boulevard, Suite 440	Sacramento	CA	95825

MANAGEMENT (Check only one)

5. THE LIMITED LIABILITY COMPANY WILL BE MANAGED BY:

- [✓] ONE MANAGER
- [ ] MORE THAN ONE MANAGER
- [ ] ALL LIMITED LIABILITY COMPANY MEMBER(S)

ADDITIONAL INFORMATION

6. ADDITIONAL INFORMATION SET FORTH ON THE ATTACHED PAGES, IF ANY, IS INCORPORATED HEREIN BY THIS REFERENCE AND MADE A PART OF THIS CERTIFICATE.

EXECUTION

7. I DECLARE I AM THE PERSON WHO EXECUTED THIS INSTRUMENT, WHICH EXECUTION IS MY ACT AND DEED.

December 16, 2009
DATE

Gregory A. Pappas
SIGNATURE OF ORGANIZER

Gregory A. Pappas
TYPE OR PRINT NAME OF ORGANIZER

LLC-1 (REV 04/2007) APPROVED BY SECRETARY OF STATE

I hereby certify that the foregoing transcript of 1 page(s) is a full, true and correct copy of the original record in the custody of the California Secretary of State's office.

JUN 10 2015

Date: MR

ALEX PADILLA, Secretary of State

OPERATING AGREEMENT

FOR

MOLINA INFORMATION SYSTEMS, LLC

This Agreement is effective as of
December 17, 2009

TABLE OF CONTENTS

ARTICLE II
The Initial Member, Capital Contributions and Withdrawals, Membership Interests, Admissions, Certificates, Limitations on Liabilities and Responsibilities of Member

ARTICLE III
Management and Control of Business of the Company

EXHIBIT A

CAPITAL CONTRIBUTION OF THE SOLE MEMBER OF MOLINA INFORMATION SYSTEMS, LLC

OPERATING AGREEMENT FOR
MOLINA INFORMATION SYSTEMS, LLC

Recital

This Operating Agreement, effective as of the date of organization of the Company on December 17, 2009, governs the relationship between and among the Company and the Member, pursuant to the Act and the Articles, as either may be amended, supplemented, corrected, or restated from time to time. In consideration of their mutual promises, covenants, and agreements, the parties hereto do hereby promise, covenant, and agree as follows:

ARTICLE I

Introductory Matters

1.1 FORMATION OF COMPANY AND NAME

Pursuant to the Act, the organizer has formed a limited liability company under the laws of the State of California by the filing, effective as of December 17, 2009, the Articles for Molina Information Systems, LLC (the "Company"). The existence of the Company shall be effective as of the date of filing and acceptance of the Articles by the Secretary of State. The acceptance of the Articles by the Secretary of State shall be conclusive evidence that all conditions precedent required to be performed by the organizers have been complied with and that the Company has been organized under the Act. The business of the Company shall be conducted under such name until such time as the Member shall hereafter designate otherwise and file amendments to the Articles in accordance with applicable law.

1.2 NUMBER OF MEMBERS

Pursuant to the Act, the Company may have only one member and has been organized with only one member. Pursuant to the Act, Articles, and Paragraph 2.6 of the Agreement, additional persons may be admitted as an additional member or members as the case may be provided only that a new Operating Agreement is signed by the Member and the additional member or members.

1.3 REGULATION OF INTERNAL AFFAIRS BY THE AGREEMENT

Consistent with the Articles and the Act, the internal affairs of the Company shall be regulated by the Agreement as it shall be amended by the Member as provided in Paragraph 9.2 from time to time.

1.4 LAWS GOVERNING THE AGREEMENT

The Agreement is subject to and governed by the mandatory provisions of the Act and the Articles filed with Secretary of State, as both are amended from time to time. In the event of a direct conflict between the provisions of the Agreement and the mandatory provisions of the Act or the provisions of the Articles, such provisions of the Act or the Articles, as the case may be, will be controlling.

1.5 TERM OF THE AGREEMENT

The term of the Agreement shall be co-terminus with the period of duration of the Company provided in the Articles unless the Company is earlier terminated upon its voluntary or involuntary dissolution.

1.6 USE OF FULL LEGAL NAME OF COMPANY

The name of the Company, Molina Information Systems, LLC, doing business as Molina Medicaid Solutions, or a recognizable portion or variant thereof, shall appear on correspondence, stationery, checks, invoices, and any documents and papers executed by the Company, or as otherwise required by the Act.

1.7 LIMITATION OF AUTHORITY OF THE MEMBER

The Member, unless appointed and acting as a Manager, shall not have any authority to act for, or to undertake or assume, any obligation, debt, duty or responsibility on behalf of the Company.

1.8 LIMITATIONS ON CONTRACTION OF DEBTS

Except as otherwise provided in the Agreement, including Subparagraph 3.3.B, no debt shall be contracted or liability incurred by or on behalf of the Company, except by the Manager if done within the scope of the powers of a Manager described in Paragraph 3.3.

1.9 SOLE LIABILITY FOR DEBTS OF COMPANY

The Company shall be solely liable for its own debts, obligations, and liabilities.

1.10 TITLE TO ALL PROPERTIES IN NAME OF COMPANY

Real and personal property owned or acquired by the Company shall be held and owned, and conveyance made, in the name of the Company. Instruments and documents providing for the acquisition, mortgage, or disposition of property of the Company shall be valid and binding upon the Company, except as otherwise provided in the Agreement, including Subparagraph 3.3.B., if executed by one (1) or more Managers of the Company.

1.11 REQUIRED MAINTENANCE OF REGISTERED OFFICE, AGENTS, AND RECORDS

The Company shall have and continuously maintain a registered office in the State of California and registered agent whose business office is identical with the registered office in the State of California as required by the Act. The principal office of the Company, if any, shall be in such location as the Manager may determine from time to time. The Company shall keep and maintain appropriate books, records, and filings in accordance with and as required by the Act.

The Company shall have an agent for service of process in California who may be either a natural person or a corporation meeting the qualifications of the Act. Every agent for service of process must

have a street address for the receipt of service of process. The street address of the agent for receipt of service of process is the registered office of the limited liability company in California.

Within 30 days after changing the location of his office from one address to another in California, the agent for service of process shall file a certificate with the Secretary of State setting forth the name of the Company, the address at which the agent has maintained the office for the Company, and the new address to which the office is transferred.

1.12 PLACES OF BUSINESS OUTSIDE CALIFORNIA

The Manager may conduct the business of the Company in jurisdictions outside the State of California, appoint agents for service of process, and make filings as may be required or desirable under the laws of such other places.

1.13 OTHER FORMATION MATTERS

A. Adoption of the Company Seal

The Member may adopt a company seal circular in form containing the words Molina Information Systems, LLC together with the date and place of organization of the Company.

B. Maintenance of the Company Minute Book

The Member may authorize the maintenance of a Company Minute Book to include the Articles, the Agreement, and any amendments thereto and the minutes of meetings (or consents in lieu of meetings) of the Member and the Manager and other important documents of the Company.

C. Establishment of Bank and Investment Accounts

The Member may authorize the establishment of one or more depository and investment accounts for the funds of the Company and designate persons authorized to draw against (or direct) such accounts on behalf of the Company (more specifically described elsewhere in the Agreement).

D. Reimbursement of Expenses of Organization

The Member may authorize the Company to pay the Member's expenses of organization and to reimburse any person advancing funds for this purpose.

1.14 DEFINITIONS OF GENERAL TERMS

The terms used in the Agreement with their initial letters capitalized shall, unless the context otherwise requires, have the meanings specified in this Paragraph 1.14 or, if not defined in this Paragraph 1.14, elsewhere in the Agreement. When used in the Agreement, the following terms shall have the meanings set forth below:

A. "Act" shall mean the Beverly-Killea Limited Liability Company Act found at California Corporations Code, Title 2.5, Sections 17000 through 17656, as the same may be amended from time to time.

B. "Affiliate" shall mean any individual, partnership, corporation, trust, or other entity or association, directly or indirectly, through one or more intermediaries, controlling, controlled by, or under common control with, the Member. The term "control," as used in the immediately preceding sentence, means, with respect to a corporation, the right to exercise, directly or indirectly, more than 50 percent of the voting rights attributable to the controlled corporation, and, with respect to any individual, partnership, trust, other entity or association, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of the controlled entity.

C. "Agreement" shall mean this Operating Agreement, as originally executed and as amended from time to time, and shall refer to the Agreement as a whole, unless the context otherwise requires, under which the affairs, conduct of business, and relations between the Company and the Member are governed.

D. "Articles" shall mean the Articles of Organization for the Company originally filed with the Secretary of State of the State of California and as amended, supplemented, corrected, or restated from time to time and shall refer to the Articles as a whole unless the context otherwise requires.

E. "Capital Contributions" shall mean the total value of cash and fair market value of property (including promissory notes) contributed and/or services rendered or to be rendered to the Company by the Member, as shown in Exhibit A, as the same may be amended from time to time reduced by any distributions to the Member as a return of "Capital Contributions".

F. "Distribution" shall mean a transfer of money, property or other benefit from the Company to, or for the benefit of the Member in the Member's capacity as a Member, or to, or for the benefit of, an assignee of an Interest in respect of Interest.

G. The "Company" shall mean Molina Information Systems, LLC, doing business as Molina Medicaid Solutions.

H. "Interest" in the Company shall mean the entire ownership interest of the Member in the Company at any particular time, including the right of the Member to any and all economic benefits and management rights to which the Member may be entitled as provided in the Agreement and under the Act, including all profits, losses, deductions, credits, and distributions together with the obligations of the Member, under the Act, the Articles and the Agreement.

I. "Manager" shall be a person designated and authorized in the Agreement or such person's successors who are elected and qualified under the Agreement to manage the Company or otherwise to act as agent of the Company and to execute management duties as specified in the Agreement. If more than one person is serving as Manager, reference to "Manager" shall mean "Managers" unless the context indicates otherwise.

J. "Member" shall mean a person (other than any person who has withdrawn, died, or retired) who is an initial signatory to the Agreement and any other person who may subsequently be a signatory to the Agreement and admitted in accordance with Paragraph 2.6.

K. "Net Profits" shall mean all items of income (including all items of gain and including income exempt from tax) as properly determined for "book purposes" using the basis of assets determined in accordance with federal income tax principles (including rules governing depreciation and amortization).

L. "Net Losses" shall mean all items of loss (including deductions) as properly determined for "book purposes" using the basis of the assets of the Company as determined in accordance with federal income tax principles (including rules governing depreciation and amortization).

M. "Percentage Interest" shall mean the percentage of the Member set forth opposite the name of the Member under the column "Member's Percentage Interest" in Exhibit A hereto, as it may be amended from time to time.

N. "Person" includes individuals, general partnerships, limited partnerships, other limited liability companies, corporations, trusts, estates, real estate investment trusts, and any other associations.

O. "Secretary of State" shall mean the Secretary of State of the State of California or his or her duly appointed delegate unless another jurisdiction is mentioned in the same context therewith.

ARTICLE II

The Initial Member, Capital Contributions and Withdrawals, Membership Interests, Admissions, Certificates, Limitations on Liabilities and Responsibilities of Member

2.1 NAMES AND ADDRESSES OF THE INITIAL MEMBER, INITIAL CAPITAL CONTRIBUTIONS, NATURE OF INTEREST, AND RESTRICTION TO ONE MEMBER

The initial Member's name, address, and Capital Contribution to the Company and Percentage Interest in the Company are set forth on Exhibit A, as it may be amended from time to time. The interest of the Member in the Company is personal property. The Member has no interest in specific property of the Company. Unless the Agreement is amended pursuant to Paragraph 9.2 to provide otherwise, the Company shall never have more than one person as its Member on any given date.

2.2 FORM OF CAPITAL CONTRIBUTIONS

As provided in the Articles, the initial Capital Contributions of the Member shall be in the form of cash, property contributions (including promissory notes), or services rendered, or promissory notes or other binding obligations to contribute cash or property or to perform services. Any subsequent Capital Contributions may be in any type of property or cash (including promissory notes) or services rendered or to be rendered as may be agreed upon by the Member. The Member shall not be required to make any Capital Contributions to the Company other than the capital contributions set opposite to the name of the Member on Exhibit A, as it may be amended from time to time.

2.3 ACCEPTANCE OF ADDITIONAL CAPITAL CONTRIBUTIONS

In order to obtain additional funds or for other business purposes, the Member may at the Member's sole discretion make additional Capital Contributions to the Company.

2.4 LIMITATIONS ON WITHDRAWALS OF CAPITAL CONTRIBUTION

The Member shall have the right to demand and receive property of the Company or any distribution in return for the Member's Capital Contributions, only: (a) upon dissolution of the Company as provided in Paragraph 6.5 and 6.6, or (b) as otherwise permitted under the Act and by state law. In all cases, the Member shall not receive out of the Company property any part of the Member's Capital Contributions unless or until all liabilities of the Company, except liabilities to the Member on account of the Member's Capital Contributions, have been paid or there remains property of the Company sufficient to pay them and adequate reserves for any reasonably foreseeable debts.

2.5 PERCENTAGE INTEREST OF THE MEMBER

The Percentage Interest of the Member shall be 100 percent for all purposes under the Agreement.

2.6 ADMISSION OF ADDITIONAL MEMBER

As provided in the Articles and in conformity with Paragraph 2.1, the Member may admit to the Company an additional Member or Members who will participate in the profits, losses, available cash flow, and ownership of the assets of the Company on such terms as are determined by the Member. Admission of any person as an additional Member shall in all events require a new Operating Agreement to be signed by the Member and any such additional Member or Members. The Member acknowledges that the admission of one or more additional Members may result in adverse federal and/or state tax consequences.

2.7 CERTIFICATE OF MEMBERSHIP INTEREST

An Interest in the Company may be represented by a certificate of membership. The exact contents of a certificate of membership may be determined by the Manager but shall be issued substantially in conformity with the following requirements. The certificates of membership shall be respectively numbered serially, as they are issued, shall be impressed with the Company seal or a facsimile thereof, and shall be signed by the Manager. Each certificate of membership shall state the name of the Company, the fact that the Company is organized under the laws of the State of California as a limited liability company, the name of the person to whom issued, the date of issue, and the Percentage Interest represented thereby. A statement of the designations, preferences, qualifications, limitations, restrictions, and special or relative rights of the Interests shall be summarized on the face or back of the certificates, which the Company shall issue, or in lieu thereof, the certificate may set forth that such a statement or summary will be furnished to any holder of the Interests upon request without charge.

2.8 CANCELLATION OF CERTIFICATE OF MEMBERSHIP

All certificates of membership surrendered to the Company for transfer shall be canceled and no new certificates of membership shall be issued in lieu thereof until the former certificates for a like number of membership Interests shall have been surrendered and canceled, except as herein provided with respect to lost, stolen, or destroyed certificates.

2.9 REPLACEMENT OF LOST, STOLEN, OR DESTROYED CERTIFICATE

If the Member claims that the Member's certificate of membership is lost, stolen, or destroyed, the Member may make an affidavit or affirmation of that fact and lodge the same with the Manager of the Company, accompanied by a signed application for a new certificate. Thereupon, and upon the giving of a satisfactory bond of indemnity to the Company not exceeding an amount double the value of the Interests as represented by such certificate (the necessity for such bond and the amount required to be determined by the Manager), a new certificate may be issued of the same tenor and representing the same Percentage Interest as were represented by the certificate alleged to be lost, stolen, or destroyed.

2.10 LIMITATION ON LIABILITY OF MEMBER AND MANAGERS

Neither the Member nor Manager shall be liable under a judgment, decree, or order of a court, or in any other manner, for a debt, obligation, or liability of the Company, except as provided by law. The Member shall not be required to loan any funds to the Company. The Member shall not be required to make any contribution to the Company by reason of any negative balance in the Member's capital

account, nor shall any negative balance in the Member's capital account create any liability on the part of the Member to any third party.

2.11 LIABILITY OF THE MEMBER TO THE COMPANY

A. Liability of the Member to the Company

The Member is liable to the Company: (i) for the difference between the Member's contribution to capital as actually made and that stated in the Articles, Agreement, subscription for contribution, or other document executed by the Member as having been made by the Member; and (ii) for any unpaid contribution to capital which the Member agreed in the Articles, the Agreement, or other document executed by the Member to make in the future at the time and on the conditions stated in the Articles, Agreement, or other document evidencing such Agreement.

B. The Member as Trustee for the Company

The Member holds as trustee for the Company (i) specific property stated in the Articles, the Agreement, or other document executed by the Member as contributed as a Capital Contribution by such Member, but which was not contributed or which has been wrongfully or erroneously returned; and (ii) money or other property wrongfully paid or conveyed to such Member on account of Member's Contribution.

C. Waiver of Liability of the Member

The liabilities of the Member as set out in this Paragraph 2.11 can be waived or compromised only by the consent of the Member; but a waiver or compromise shall not affect the right of any creditor of the Company who extended credit or whose claim arose after the filing and before a cancellation or amendment of the Articles to enforce the liabilities.

2.12 NO RESPONSIBILITY FOR PRE-FORMATION COMMITMENTS

In the event that the Member (or any of such Member's shareholders, or Affiliates) has incurred any indebtedness or obligation prior to the date hereof that related to or otherwise affects the Company, the Company shall not have any liability or responsibility for or with respect to such indebtedness or obligation unless such indebtedness or obligation is assumed by the Company pursuant to a written instrument signed by the Member. Furthermore, the Company shall not be responsible or liable for any indebtedness or obligation that is hereafter incurred by the Member (or any of the Member's shareholders or Affiliates).

ARTICLE III

Management and Control of Business of the Company

3.1 MANAGEMENT OF COMPANY AND ELECTION OF MANAGER

A. Management of the Company by the Manager

All powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of, the Manager, or Managers if more than one, unless otherwise provided in the Act, the Articles, or the Agreement. As provided in the Articles and as may be limited by the Act and the Agreement, the management of the Company shall be vested in the Manager. Unless the Member by resolution determines otherwise, the Member shall be the Manager. Hereinafter, if more than one person is serving as Manager, reference to "Manager" or "the Manager" shall mean "Managers" unless the context indicates otherwise. The Manager or Managers are not required to hold meetings. The Member, unless also a Manager, shall neither participate in the day to day operation of the business affairs of the Company nor act on behalf of the Company other than solely in the capacity of the Member.

B. Appointment of the Manager by the Member

The Manager shall be appointed by resolution of the Member. A Manager need not be a Member, an individual, or a resident of the State of California. The person or persons appointed as Manager shall serve for a term expiring at the earlier of (i) the date specified in the appointment not later than ten years after the date of appointment, and (ii) the date on which he, she or it is removed, resigns or becomes disabled and unable to serve. Notwithstanding the foregoing, a Manager whose term has expired continues to serve until a successor is elected and qualifies.

C. Removal of a Manager

A Manager may be removed by resolution of the Member. The person appointed to fill a vacancy shall serve as a Manager until the earlier of (i) the date specified in the appointment not later than ten years after the date of appointment, and (ii) the date on which the Manager is removed, resigns, or becomes disabled or unable to serve.

3.2 SPECIFIC DUTIES OF MANAGERS

A. Qualification to Conduct Business in Other Jurisdictions

If required by law, the Manager shall qualify the Company in any jurisdiction as required.

B. Safekeeping of Funds of the Company

The Manager shall have fiduciary responsibility for the safekeeping and use of all funds and assets of the Company, whether or not in the Manager's immediate possession or control. The funds of the Company shall not be commingled with the funds of any other person and the Manager shall not employ, or permit any other person to employ, such funds in any manner except for the benefit of the Company. The bank accounts of the Company shall be maintained in such banking institutions as are approved by

the Member and withdrawals shall be made only in the regular course of the business of the Company and as otherwise authorized in the Agreement on such signature or signatures as the Manager may determine.

C. Manager to Hire Employee for Record Keeping

The Manager may employ a competent person as an employee or otherwise to be responsible for: authenticating the records of the Company, including keeping correct and complete books of account which show accurately at all times the financial condition of the Company, safeguarding all funds, notes, securities, and other valuables which may from time to time come into possession of the Company, and depositing all funds of the Company with such depositories as the Member shall designate and approve. Such person shall have such other duties as the Manager may from time to time prescribe, but under no circumstance shall such employee have any of the rights, powers, responsibilities, or duties of a Manager or Member as prescribed herein or by law.

D. Warranted Reliance by the Manager on Others

In performing the duties as a Manager, the Manager shall be entitled to rely on information, opinions, reports, or statements of the following persons or groups unless they have knowledge concerning the matter in question that would cause such reliance to be unwarranted:

(a) one or more employees or other agents of the Company which the Manager reasonably believes to be reliable and competent in the matters presented;

(b) any attorney, public accountant, or other person as to matters which the Manager reasonably believe to be within such person's professional or expert competence; or

(c) a committee duly designated in accordance with a provision of the Articles or the Operating Agreement, as to matters within its designated authority, which committee the Manager reasonably believes to be competent.

E. Other Activities of Manager Permitted

The Manager may engage in other business activities and shall be obliged to devote only as much of the Manager's time to the business of the Company as shall be reasonably required in good faith, in a manner the Manager reasonably believes to be in the best interests of the Company, and with such care as an ordinarily prudent person in a like position would use under similar circumstances. A person who so performs the duties of the Manager shall not have any liability by reason of being or having been the Manager of the Company.

3.3 POWERS OF THE MANAGER

A. Powers of Manager

The Manager shall have all necessary powers to carry out the purposes, business, and objectives of the Company, including, but not limited to, the right to enter into and carry out contracts of all kinds; to employ employees, agents, consultants, and advisors on behalf of the Company; to lend or borrow

money and to issue evidences of indebtedness; to bring and defend actions in law or at equity; to buy, own, manage, sell, lease, mortgage, pledge, or otherwise acquire or dispose of the Company property. The Manager may deal with any related person, firm, or corporation on terms and conditions that would be available from an independent responsible third party that is willing to perform. Without limiting the generality of this Subparagraph 3.3.A., the Manager shall have power and authority, on behalf of the Company and subject to the limitations set forth hereinafter, to do the following:

(a) To acquire property from any Person as the Manager may determine in the best interest of the Company whether or not the Member or the Manager is directly or indirectly affiliated or connected with any such Person;

(b) To purchase liability and other insurance to protect the property and business of the Company;

(c) To hold and own any real and personal properties of the Company in the name of the Company;

(d) To invest any funds of the Company temporarily (by way of example but not limitation) in time deposits, short-term governmental obligations, commercial paper, or other investments;

(e) To execute on behalf of the Company all instruments and documents, including, without limitation, checks; drafts; notes and other negotiable instruments; mortgages or deeds of trust; security agreements; financing statements; documents providing for the acquisition, mortgage, or disposition of property of the Company; assignments; bills of sale; leases; partnership agreements; and any other instruments or documents necessary, in the opinion of the Manager, to the business of the Company;

(f) To accountants, legal counsel, managing agents, or other experts to perform services for the Company and to compensate them from the funds of the Company;

(g) To retain and compensate employees and agents generally, and to define their duties, and to cause the same to be the employees or agents of the Manager rather than of the Company if the Manager determines such manner of retention and compensation is in or not opposed to the best interests of the Company;

(h) To enter into any and all other agreements on behalf of the Company, with any other Person or Entity for any purpose related to the property or business of the Company, in such forms as the Manager may approve;

(i) To pay reimbursement from the Company of all expenses of the Company reasonably incurred and paid by the Manager on behalf of the Company; and

(j) To do and perform all other acts as may be necessary or appropriate to the conduct of the business of the Company.

B. Limitations on Powers of the Manager in Extraordinary Matters

The Manager shall not have authority hereunder to cause the Company to engage in extraordinary transactions as set forth in this Subparagraph 3.3.B or any other transaction described in the Agreement as requiring consent by resolution of the Member. The following listed extraordinary transactions shall require the resolution of the Member and the concurrence of the Manager including, but not limited to, the following:

(a) To sell, exchange or otherwise dispose of all, or substantially all, of the Company's assets occurring as part of a single transaction or plan;

(b) To merge the Company with any other limited liability company or limited partnership; and

(c) To change the character of the business of the Company.

C. Manager as the Agent of the Company

The Manager is the agent of the Company for the purpose of its business, and the act of the Manager, including the execution in the name of the Company of any instrument for apparently carrying on in the usual way the business of the Company, binds the Company, unless such act is in contravention of the Articles or the Agreement or unless the Manager so acting otherwise lacks the authority to act for the Company and the person with whom the Manager is dealing has knowledge of the fact that the Manager has no such authority. A Manager shall have the authority to sign agreements and other documents on behalf of the Company without joinder of any other Manager provided that if the Manager is appointed as an officer the Manager shall act within the customary scope of the authority of his office.

D. Acts of a Manager as Conclusive Evidence of Authority

Every contract, deed, mortgage, lease, and other instrument executed by the Manager shall be conclusive evidence in favor of every person relying thereon or claiming thereunder that at the time of the delivery thereof (i) the Company was in existence, (ii) neither the Agreement nor the Articles had been amended in any manner so as to restrict the delegation of authority between the Member or the Manager, and (iii) the execution and delivery of such instrument was duly authorized by the Member and Manager.

E. Reliance on Certificate of Manager and Member

Any person may always rely on a certificate addressed to such person and signed by the Manager and the Member hereunder:

(i) as to who is the Member or the Manager hereunder;

(ii) as to the existence or non-existence of any fact which constitutes a condition precedent to acts by the Member or the Manager or in any other manner germane to the affairs of the Company;

(iii) as to who is authorized to execute and deliver any instrument or document of the Company;

(iv) as to the authenticity of any copy of the Articles, the Agreement, amendments thereto, and any other document relating to the conduct of the affairs of the Company; or

(v) as to any act or failure to act by the Company or as to any other matter whatsoever involving the Company, the Manager, or the Member in the capacity as a Member or a Manager.

3.4 OFFICERS OF COMPANY

A. Appointment of Officers

The Member may by resolution appoint officers. The officers of the Company, if deemed necessary by the Member, shall be President, Vice President, Secretary, and Chief Financial Officer. Any individual may hold any number of offices. No officer need be a resident of the State of California. If a Manager is a corporation, such corporation's officers may serve as officers of the Company. The officers shall exercise such powers and perform such duties as shall be determined from time to time by the Manager.

B. Term, Removal and Filling of Vacancy of Officers

The officers of the Company shall hold office until their successors are chosen and qualify. Any officer, other than an officer who is also a Manager, elected or appointed by the Manager, may be removed at any time by resolution of the Member. An officer who is also a Manager may not be removed as an officer unless and until he or she is removed as Manager or his or her term as Manager expires. Any vacancy occurring in any office of the Company shall be filled by the Member by resolution.

C. Salaries of Officers

The salaries of all officers and agents of the Company shall be fixed by the Member.

D. Duties and Powers of President

The President shall be the chief executive officer of the Company, shall have general and active management of the business of the Company, and shall see that all orders and resolutions of the Member and the Manager are carried into effect.

The President shall execute bonds, mortgages, and other contracts requiring a seal, under the seal of the Company, except where required or permitted by law to be otherwise signed and executed, and except where the signing and execution thereof shall be expressly delegated by the Member to some other officer or agent of the Company.

E. Duties and Powers of Vice President

The Vice President, or if there shall be more than one, the Vice Presidents in the order determined by a resolution of the Member shall, in the absence or disability of the President, perform the duties and exercise the powers of the President and shall perform such other duties and have such other powers as the Member by resolution may from time to time prescribe.

F. Duties and Powers of Secretary

The Secretary shall attend any meetings of the Member or Manager, and shall record all the proceedings of the meetings 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 any meetings of the Member, and shall perform such other duties as may be prescribed by the Manager or President, under whose supervision the Secretary shall be. The Secretary shall have custody of the seal and the Secretary shall have authority to affix the same to any instrument requiring it, and when so affixed, it may be attested by his or her signature. The Manager may give general authority to any other officer to affix the seal of the Company and to attest the affixing by his or her signature.

G. Duties and Powers of Chief Financial Officer

The Chief Financial Officer shall have the custody of the funds and securities of the Company, and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Company, and shall deposit all moneys and other valuable effects in the name and to the credit of the Company in such depositories as may be designated by the Member.

The Chief Financial Officer shall disburse the funds of the Company as may be ordered by the Manager, taking proper vouchers for such disbursements, and shall render to the President and the Manager, an account of all his or her transactions as Chief Financial Officer and of the financial condition of the Company.

If required by a resolution of the Member, the Chief Financial Officer shall give the Company a bond in such sum and with such surety or sureties as shall be satisfactory to the Member for the faithful performance of the duties of the Chief Financial Officer's office and for the restoration to the Company, in case of his or her death, resignation, retirement, or removal from office, of all books, papers, vouchers, money, and other property of whatever kind in his possession or under his or her control, belonging to the Company.

3.5 CONFLICTS OF INTEREST

The Member does not violate a duty or obligation to the Company merely because the Member's conduct furthers the Member's own interests. The Member may lend money to and transact other business with the Company, and the rights and obligations of the Member in such transactions shall be the same as those of a person who is not a member. No transactions with the Company shall be voidable solely because the Member has a direct or indirect interest in the transaction.

ARTICLE IV

Allocations of Net Profits, Net Losses, Distributions, and Capital Accounts

4.1 ALLOCATION OF NET PROFITS AND NET LOSSES

All of Net Profits and Net Losses for any fiscal year shall be allocated to the Member.

4.2 TAX REPORTING BY MEMBER

The Member is aware of the income tax consequences of the allocations made by Paragraph 4.1 and hereby agrees to report Net Profits and Net Losses of the Company on the Member's own tax return as required by applicable law.

4.3 DISTRIBUTIONS SUBJECT TO LIMITATIONS

The Company may make distributions at such time and in such amounts as determined by the Member provided no distribution shall be declared and paid unless after the distribution is made the assets of the Company are in excess of all liabilities both current and foreseeable and all other requirements of the Act and state law are satisfied.

4.4 ESTABLISHMENT AND MAINTENANCE OF CAPITAL ACCOUNT

The Manager shall maintain for the Member a separate Capital Account as provided below, the balance of which shall be computed as follows:

The opening balance is increased (credited) by the amount of money contributed by the Member to the Company and thereafter,

further increased (credited) by:

(i) The fair market value of property other than money contributed by the Member to the Company as determined by the contributing Member and the Company, and

(ii) The Net Profits allocated to the Member, and

(iii) The amount of any liabilities of the Company assumed by the Member or which are secured by property distributed to the Member by the Company, and

thereafter decreased (debited) by:

(i) The amount of money distributed to the Member,

(ii) The fair market value of property distributed to the Member by the Company as determined by the recipient Member and the Company,

(iii) The Member's share of expenditures of the Company and losses that are nondeductible,

(iv) The Member's share of amounts paid or incurred by the Company to organize the Company or to promote the sale of (or to sell) an interest in the Company (except to the extent properly amortizable for income tax purposes),

(v) The Net Losses allocated to the Member, and

(vi) The amount of any liabilities the Member assumed by the Company or secured by property contributed by the Member to the Company.

4.5 SUCCESSION TO CAPITAL ACCOUNTS BY TRANSFEREE OF INTEREST

In the event any interest of the Member in the Company is transferred in accordance with the terms of the Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent it relates to the transferred interest.

ARTICLE V
Transfer, Assignment, and Termination of Interests and Substitution

5.1 TRANSFER AND ASSIGNMENT OF INTERESTS

The Member's Interest is transferable either voluntarily or by operation of law. The Member may dispose of all or a portion of the Member's Interest subject to the requirements of Paragraph 5.2. Upon the disposition of a portion of the Member's Interest, the transferee shall be admitted as a substitute member as to the transferred interest upon the completion of the transfer and the execution of a new Operating Agreement as provided in Paragraph 2.6. Upon the transfer of the Member's entire Interest (other than transfer solely as a pledge or security interest), the transferor shall cease to be the Member of the Company and shall have no further rights or obligations under the Agreement, except that the transferor shall have the right to such information as may be necessary for the computation of the Member's tax liability.

5.2 RESTRICTIONS ON TRANSFER OF INTERESTS

In addition to any other restrictions in the Agreement, the Member may not assign, convey, sell, encumber, or in any way alienate all or any part of the Member's Interest in the Company without registration under applicable United States federal and state securities laws, unless the Member delivers an opinion of counsel satisfactory to the Company that registration under such laws is not required.

5.3 EFFECTIVE DATE OF PERMITTED TRANSFERS

Any permitted transfer of all or any portion of a Member's Interest in the Company will take effect on the first day of the month following receipt by the Member of written notice of transfer. Any

transferee of an Interest in the Company shall take subject to the restrictions on transfer imposed by the Agreement.

5.4 NO EFFECT TO TRANSFERS IN VIOLATION OF AGREEMENT

Upon any transfer by the Member of an Interest in the Company in violation of the Agreement, the transferee shall have no right to participate in the management of the business and affairs of the Company or to become a Member, but such transferee shall only be entitled to receive the share of profits or other compensation by way of income and the return of contributions to which the transferor of such Interest in the Company would otherwise be entitled.

5.5 TERMINATION OF INTEREST

Unless otherwise provided in the Agreement, a person ceases to be a Member upon one of the following termination events: a) the resignation or expulsion of the Member, or b) the assignment by the Member of the entire Interest of the Member.

ARTICLE VI
Dissolution and Winding Up

6.1 CONDITIONS OF DISSOLUTION

The Company shall be dissolved, its assets shall be disposed of, and its affairs wound up on the first of the following events to occur:

(i) The expiration of the period fixed for the duration of the Company term as stated in its Articles;

(ii) The duly adopted resolution of the Member or Members entitled to vote thereon that the Company should be dissolved; or

(iii) Upon the occurrence of such other event as may be provided by the Act, except the business of the Company shall in all such cases be continued unless or until one or more of the events described in Items (i) and (ii) shall also occur.

6.2 CERTIFICATE OF DISSOLUTION

As soon as possible following the occurrence of any of the events specified in this Article VI to cause the dissolution of the Company, the Manager shall execute a certificate of dissolution in such form as shall be prescribed by the Secretary of State and make all other additional filings required by the Act.

6.3 WINDING UP

Upon the occurrence of an event of dissolution, the Company shall continue solely for the purpose of winding up its affairs in an orderly manner, liquidating its assets, and satisfying the claims of its creditors. No Member or Manager shall take any action that is inconsistent with, or not necessary to or

appropriate for, winding up the business and affairs of the Company. To the extent not inconsistent with the foregoing, all covenants and obligations in the Agreement shall continue in full force and effect until such time as the assets have been distributed and the Company has terminated.

6.4 RESPONSIBILITIES OF MANAGER FOR WINDING UP

The Manager shall be responsible for overseeing the winding up and liquidation of the Company, shall take full account of the liabilities of the Company and assets, shall cause its assets to be liquidated as promptly as is consistent with obtaining the fair market value thereof, and shall cause the proceeds therefrom, to the extent sufficient therefor, to be applied and distributed as next provided.

6.5 ORDER OF PAYMENT OF LIABILITIES UPON DISSOLUTION

In settling accounts of the Company after dissolution, the Manager shall settle and pay the liabilities of the Company in the following order, all as required or further limited by the Act or other state law:

(i)To creditors, in the order of priority as provided by law, except those to the Member of the Company on account of the Member's Capital Contributions; and

(ii) To the Member of the Company of all remaining assets of the Company only after adequate reserves are set aside for reasonably foreseeable liabilities or claims as required by the Act or state law;

ARTICLE VII

Indemnification

7.1 POWER OF COMPANY TO INDEMNIFY

The Company shall have power to indemnify and hold harmless any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding whether civil, criminal, administrative, or investigative, including an action by or in the right of company, by reason of the fact that such person is or was a Member, a Manager of the Company, or an officer of the Company (a "Covered Person") or is or was serving at the request of the Company as a manager, director, or officer of another person, against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding.

7.2 RIGHT OF COVERED PERSONS TO INDEMNITY

To the extent that a Covered Person has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Paragraph 7.1 or in the defense of a claim, issue, or matter therein, the Covered Person shall be indemnified by the Company against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith.

7.3 ADVANCE PAYMENT

The Company shall have the power to advance funds to pay expenses reasonably expected to be incurred in defending a civil or criminal action, suit, or proceeding in advance of the final disposition of such action, suit, or proceeding as authorized by the Manager or the Member if the Manager is the Covered Person, in the specific case upon receipt of an undertaking by or on behalf of a Covered Person to repay such amount unless it shall ultimately be determined that the Covered Person is entitled to be indemnified by the Company as authorized in this Article VII.

7.4 POWER TO PURCHASE INSURANCE

The Company shall have power to purchase and maintain insurance on behalf of any person who is or was a Covered Person or is or was serving at the request of the Company as a manager, director, or officer of another person against any liability asserted against such person and incurred by such person in such capacity whether or not the Company would have the power to indemnify such person against such liability under the provisions of this Article VII or the Act.

ARTICLE VIII

Accounting, Records and Reporting

8.1 ACCOUNTING DECISIONS AND RELIANCE ON OTHERS

The Manager shall make all decisions as to accounting matters, except as otherwise specifically set forth herein. The Manager may rely upon the advice of the independent accountants of the Company as to whether such decisions are in accordance with accounting methods followed for federal and state income tax purposes.

8.2 MAINTENANCE OF BOOKS AND RECORDS AND ACCOUNTING

The Manager shall cause the books and records of the Company to be kept, and the financial position and the results of its operations recorded and applied in a consistent manner that reflect all transactions of the Company and be appropriate and adequate for the purposes of the Company. The fiscal year of the Company for financial reporting and for federal income tax purposes shall be the calendar year.

8.3 PROVISION OF ACCESS FOR MEMBER TO ACCOUNTING RECORDS

The Manager shall cause all books and records of the Company to be maintained at any office of the Company or at the Company's principal place of business, and the Member, and the Member's duly authorized representative, shall have access to them at such office of the Company and the right to inspect and copy them at reasonable times. The Member (or the Member's duly authorized representative) has the right to obtain from the Company from time to time for any purpose reasonably related to the interest of the Member such information and records as the Company may maintain.

8.4 REQUIRED DELIVERY OF ANNUAL TAX INFORMATION TO MEMBER

The Manager shall use best efforts to deliver to the Member within 90 days after the end of each fiscal year all information necessary for the preparation of such Member's federal income tax return. the Company shall also use its best efforts to prepare, within 120 days after the end of each fiscal year, a financial report of the Company for such fiscal year, containing a balance sheet as of the last day of the year then ended, an income statement for the year then ended, a statement of cash flows, and a statement of reconciliation of the Capital Account of the Member.

8.5 TAX MATTERS

Unless an election is filed with the Internal Revenue Service to the contrary and except as provided below or under any other applicable state and federal law, the Manager shall treat the Company as a "disregarded entity" for federal tax reporting purposes. Notwithstanding its "disregarded entity" status, the Company shall, if it has employees, obtain its own Taxpayer Identification Number, withhold payroll taxes, and pay over to the appropriate tax authorities withheld taxes and the employer's share of payroll tax, timely provide required reporting to its employees and file reports with the tax authorities. Further, notwithstanding "disregarded entity" status, the Company shall as required by applicable law, register with the appropriate tax authorities, file returns, and pay any property, excise, sales, or use taxes imposed on assets or transactions of the Company. Finally, notwithstanding the "disregarded entity" status of the Company generally for California tax purposes, the Company shall annually file FTB 3522-LLC Minimum Tax Voucher with the minimum tax due and Form 568 with any annual fee due.

8.6 PERIODIC FILING BY COMPANY

The Manager, on behalf of the Company, shall, within ninety (90) days after filing the original Articles and bi-annually thereafter, file with the Secretary of State a statement on a form prescribed by the Secretary of State and enclose any required filing fee. The statement required to be filed must contain all of the information required by the Act.

ARTICLE IX

Miscellaneous

9.1 ADDITIONAL DOCUMENTS AND ACTS

The Member agrees to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to effectuate, carry out, and perform all of the terms, provisions, and conditions of the Agreement and the transactions contemplated hereby.

9.2 ACTION OR CONSENT BY MEMBER

All actions, consents or the like taken by the Member under the Agreement shall be by resolution signed and dated by the Member.

9.3 AMENDMENTS TO THE AGREEMENT

All amendments to the Agreement shall be in writing and signed and dated by the Member.

9.4 BINDING EFFECT OF AGREEMENT

Subject to the provisions of the Agreement relating to transferability, the Agreement will be binding upon and inure to the benefit of the Member and the Member's respective distributees, successors, and assigns, but only to the extent that assignment and approval by the Member is in accordance with the Act, the Articles, and the Agreement.

9.5 COMPLETE AGREEMENT

The Agreement and the Articles constitute the complete and exclusive statement of agreement between the Member and the Company. The Agreement and the Articles replace and supersede all prior agreements by the Member and the Company. The Agreement and the Articles supersede all prior written and oral statements and no representation, statement, or condition or warranty not contained in the Agreement or the Articles will be binding on the Member or have any force or effect whatsoever.

9.6 EXHIBITS INCORPORATED

All Exhibits attached to the Agreement are incorporated and shall be treated as if set forth herein.

9.7 GENDER AND NUMBER IN NOUNS AND PRONOUNS

Common nouns and pronouns will be deemed to refer to the masculine, feminine, neuter, singular and plural, as the identity of the person or persons, firm or corporation may in the context require. The singular shall include the plural and the masculine gender shall include the feminine and neuter, and vice versa, as the context requires. Any reference to the Act, laws of the State of California or other statutes or laws will include all amendments, modifications, or replacements of the specific sections and provisions concerned.

9.8 HEADINGS FOR CONVENIENCE ONLY

All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of the Agreement.

9.9 MULTIPLE COUNTERPARTS

The Agreement may be executed in several counterparts, each of which will be deemed an original but all of which will constitute one and the same instrument. However, in making proof hereof it will be necessary to produce only one copy hereof signed by the party to be charged.

9.10 NO THIRD PARTY BENEFICIARY

The Agreement is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns subject to the express provisions hereof relating to successors and assigns, and no other person will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of the Agreement as a third party beneficiary or otherwise.

9.11 NOT FOR BENEFIT OF CREDITORS

The provisions of the Agreement are intended only for the regulation of relations among the Member, the Company, and the Manager. The Agreement is not intended for the benefit of non-Member creditors and does not grant any rights to or confer any benefits on creditors or any other person who is not the Member, a Manager, or an officer.

9.12 NOTICES UNDER THE AGREEMENT

Any notice to be given or to be served upon the Company or any party hereto in connection with the Agreement must be in writing and will be deemed to have been given and received when delivered to the address specified by the party to receive the notice. Such notices will be given to the Member at the address specified in Exhibit A hereto. The Member or the Company may, at any time by giving 5 days' prior written notice to the other, designate any other address in substitution of the foregoing address to which such notice will be given. If the notice can no longer be provided as stated therein, the notice shall be published in a publication of general circulation in the State of California or in a place where the limited liability company has a place of business. Any notice requiring a shareholder to take action in order to secure a right or privilege shall be published or given in time to allow a reasonable opportunity for such action to be taken.

9.13 NO PUBLICITY

Neither of the parties to the Agreement will make any disclosure of the transactions contemplated by the Agreement or any discussions in connection therewith, without the prior written consent of each of the other parties. The preceding sentence shall not apply to any disclosure required to be made by the Act or other applicable law as reasonably determined by counsel to the party determining that such disclosure is required, except that such party, whenever practicable, shall be required to consult with the other party concerning the timing and content of such disclosure before making it.

9.14 REFERENCES TO THE AGREEMENT

Numbered or lettered articles, paragraphs and subparagraphs herein contained refer to articles, paragraphs and subparagraphs of the Agreement unless otherwise expressly stated.

9.15 RELIANCE ON AUTHORITY OF PERSONS SIGNING AGREEMENT

In the event that the Member is not a natural person, neither the Company nor the Member will (a) be required to determine the authority of the individual signing the Agreement to make any commitment or undertaking on behalf of such entity or to determine any fact or circumstance bearing upon the existence of the authority of such individual or (b) be required to see to the application or distribution of proceeds paid or credited to· individuals signing the Agreement on behalf of such entity.

9.16 SEVERABILITY OF PROVISIONS

If any provision of the Agreement is held to be illegal, invalid, or unenforceable under the present or future laws effective during the term of the Agreement, such provision will be fully severable; the Agreement will be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of the Agreement; and the remaining provisions of the Agreement will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision or by its severance from the Agreement. Furthermore, in lieu of such illegal, invalid, or unenforceable provision, there will be added automatically as a part of the Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

IN WITNESS WHEREOF, the sole Member of Molina Information Systems, LLC and the Company have executed the Agreement, effective December 17, 2009.

INITIAL SOLE MEMBER:

Molina Healthcare, Inc.

COMPANY: MOLINA INFORMATION SYSTEMS, LLC

By: /s/ Molina Healthcare, Inc.

Molina Healthcare, Inc., Member

* * *

EXHIBIT A

CAPITAL CONTRIBUTION OF MEMBERS MOLINA INFORMATION SYSTEMS, LLC

MEMBER'S NAME	MEMBER'S ADDRESS	MEMBER'S CAPITAL CONTRIBUTION	MEMBER'S PERCENTAGE VOTING INTEREST
Molina Healthcare, Inc.	200 Oceangate Long Beach, CA 90802	$131,536,551.00	100%
	TOTALS:	$131,536,551.00	100%

AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
AMERICAN FAMILY CARE, INC.

The undersigned hereby certify that:

1. They are the President and Secretary, respectively, of American Family Care, Inc., a California corporation.

2. The Articles of Incorporation of this corporation hereby are amended and restated to read as follows:

I

The name of this corporation is Molina Medical Management, Inc.

II

The purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

III

This corporation is authorized to issue one class of shares, designated as Common Stock, no par value. This corporation is authorized to issue 10,000 shares of Common Stock.

IV

(A) The liability of the directors of the corporation for monetary damages shall be eliminated to the fullest extent permissible under California law.

(B) The corporation is authorized to provide indemnification of agents (as defined in Section 317 of the California Corporations Code) through bylaw provisions, agreements with agents, vote of shareholders or disinterested directors or otherwise, in excess of the indemnification otherwise permitted by Section 317 of the California Corporations Code, subject only to applicable limits set forth in Section 204 of the California Corporations Code with respect to actions for breach of duty to the corporation and its shareholders.

3. The foregoing amendment and restatement of the Articles of Incorporation has been duly approved by the board of directors.

4. The foregoing amendment and restatement of the Articles of Incorporation has been approved by the holders of the requisite number of shares of this corporation in accordance with Sections 902 and 903 of the California Corporations Code; the total number of outstanding shares entitled to vote with respect to the foregoing amendment was 100 shares of Common Stock. The number of shares voting

in favor of the foregoing amendment equaled or exceeded the vote required, such required vote being a majority of the outstanding shares of Common Stock.

I further declare under the penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of my own knowledge.

Dated: August 26, 2014

/s/ Gloria Galderon
Gloria Calderon, President

/s/ Jeff D. Barlow
Jeff D. Barlow, Secretary

AMENDED AND RESTATED BYLAWS

OF

MOLINA MEDICAL MANAGEMENT, INC.

A CALIFORNIA CORPORATION
(Amended and Restated August 27, 2014)

TABLE OF CONTENTS

AMENDED AND RESTATED BYLAWS
OF
MOLINA MEDICAL MANAGEMENT, INC.

ARTICLE I
OFFICES AND AGENTS

Section 1. PRINCIPAL EXECUTIVE OFFICE.

The principal executive office for the transaction of business of the corporation is hereby fixed and located at 200 Oceangate, Suite 100, City of Long Beach, County of Los Angeles, State of California.

The location of the principal executive office may be changed by approval of a majority of the authorized Directors, and additional offices may be established and maintained at such other place or places, either within or without the State of California, as the Board of Directors may from time to time designate.

Section 2. OTHER OFFICES.

Branch or subordinate offices may at any time be established by the Board of Directors at any place or places where the corporation is qualified to do business.

Section 3. REGISTERED AGENTS.

The corporation shall have and maintain a registered agent within the State of California and within all other states in which it is required by applicable law.

ARTICLE II
DIRECTORS - MANAGEMENT

Section 1. RESPONSIBILITY OF BOARD OF DIRECTORS.

Subject to the provisions of the corporation laws of the State of California (the "Corporation Law") and to any limitations in the Articles of Incorporation of the corporation relating to action required to be "approved by the Shareholders," as that phrase is defined in Section 153 of the California Corporations Code, or "approved by the outstanding shares," as that phrase is defined in Section 152 of the California Corporations Code, the business and affairs of the corporation shall be managed and all corporate powers shall be exercised by or under the direction of the Board of Directors. The Board may delegate the management of the day-to-day operation of the business of the corporation to a management company or other person, provided that the business and affairs of the corporation shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board of Directors.

Each Director shall perform the duties of a Director, including the duties as a member of any committee of the Board upon which the Director may serve, in good faith, in a manner such Director believes to be in the best interests of the corporation and its shareholders, and with such care, including reasonable inquiry, as an ordinary prudent person in a like position would use under similar circumstances.

Section 2. *NUMBER AND QUALIFICATION OF DIRECTORS.*

The authorized number of Directors of the corporation shall be not less than two (2) nor more than three (3), and the exact number of Directors shall be fixed, within the limits specified, by a resolution duly adopted by the Board of Directors or by the shareholders.

Each Director shall be a natural person of at least 18 years of age. A Director need not be a Shareholder unless so required by the Articles of Incorporation. No reduction of the authorized number of Directors shall have the effect of removing any Director before that Director's term of office expires.

Section 3. ELECTION. CUMULATIVE VOTING, AND TERM OF OFFICE OF DIRECTORS.

Subject to notice of cumulative voting and unless otherwise provided in the Articles of Incorporation, Directors shall be elected by the majority of the shares entitled to vote present, in person, or by proxy at each annual meeting of the Shareholders to hold office until the next annual meeting. Each Director, including a Director elected to fill a vacancy, shall hold office until the expiration of the term for which elected and until a successor has been elected and qualified or until such Director's earlier death, resignation or removal or until such Director's earlier death, resignation or removal.

Provided the name of the candidate has been placed in nomination prior to the voting and one or more Shareholders has given notice at the meeting prior to the voting of the Shareholder's intent to cumulate the Shareholder's votes, every Shareholder entitled to vote at any election for Directors of the corporation may cumulate their votes and give one candidate a number of votes equal to the number of Directors to be elected multiplied by the number of votes to which his or her shares are entitled, or distribute his or her votes on the same principle among as many candidates as he or she thinks fit. The candidates receiving the highest number of votes up to the number of Directors to be elected are elected.

Section 4. VACANCIES IN THE BOARD.

A vacancy or vacancies in the Board of Directors shall be deemed to exist in the event of the death, resignation, or removal of any Director, or if the Board of Directors by resolution declares vacant the office of a Director who has been declared of unsound mind by an order of court or convicted of a felony, or if the authorized number of Directors is increased, or if the Shareholders fail, at any meeting of Shareholders at which any Director or Directors are elected, to elect the number of Directors to be voted for at that meeting.

Unless the Articles of Incorporation provide otherwise, vacancies in the Board of Directors may be filled (A) by a majority vote of the remaining Directors at a meeting, or (B) if the number of Directors is less than a quorum, by (1) unanimous written consent of the Directors then in office or (2) by the affirmative vote of a majority of the Directors then in office at a meeting.

If, after the filling of any vacancy by the Directors, the Directors then in office who have been elected by the Shareholders shall constitute less than a majority of the Directors then in office, then any holder or holders of an aggregate of *5* percent or more of the total number of shares at the time outstanding having the right to vote for those Directors may call a special meeting of Shareholders.

If the vacant office was held by a Director elected by a voting group of Shareholders, only the holders of shares of that voting group are entitled to vote to fill the vacancy if it is filled by the Shareholders. The Shareholders may elect a Director to fill a vacancy not filled by the Directors by the written consent of the Shareholders holding a majority of the outstanding shares entitled to vote or by the vote of a majority of the shares entitled to vote represented at a duly held meeting at which a quorum is present. At any time, the Shareholders may elect a Director or Directors to fill any vacancy or vacancies not filled by the Directors, but any such election by written consent shall require the consent of a majority of the outstanding shares entitled to vote.

Each Director so elected shall hold office until the next annual meeting of the Shareholders and until a successor has been elected and qualified or until such Director's earlier death, resignation or removal.

Section 5. REMOVAL OF DIRECTORS.

Except as otherwise provided in the Articles of Incorporation or the Corporation Law, the entire Board of Directors or any individual Director may be removed from office with or without cause by the holders of the shares then entitled to vote for the election of Directors, provided if a Director is elected by a voting group, only Shareholders of the group may vote to remove and if less than the entire board is removed. A Director may not be removed if the number of votes sufficient to elect under cumulate voting votes against removal unless the entire Board is removed. A Director may be removed by the Shareholders only at a meeting called for the purpose of removing such Director and the meeting notice shall state that the purpose, or one (1) of the purposes, of the meeting is removal of the Director. In such case, the remaining members of the Board may elect a successor Director to fill such vacancy for the remaining unexpired term of the Director so removed.

Section 6.COMPENSATION OF DIRECTORS.

Directors, as such, shall not receive any stated salary for their services, but by resolution of the Board a fixed sum and expense of attendance, if any, may be allowed for attendance at each regular and special meeting of the Board; provided that nothing herein contained shall be construed to preclude any Director from serving the corporation in any other capacity and receiving compensation therefore.

Section 7. *COMMITTEES OF THE BOARD.*

One or more Committees of the Board may be appointed by resolution passed by a majority of the authorized number of Directors of the Board. Committees shall be composed of one (1) or more members of the Board, and shall have such powers of the Board as may be expressly delegated to it by resolution of the Board of Directors, as permitted by the Corporation Law, except those powers expressly made non-delegable by Sec. 311.

The provisions of these Bylaws governing meetings of Directors, notices of meeting, waiver of notice, quorum and voting shall apply to meetings of a committee. Any committee, to the extent provided in the resolution of the Board, shall have all the authority of the Board, except with respect to:

(a) the adoption, amendment, or the approval of any action for which the Corporation Law also requires Shareholders' approval or approval of the outstanding shares;
(b) the creation or filling of vacancies on the Board of Directors or any committee of the Board;
(c) the fixing of compensation of the Directors for serving on the Board or on any committee;
(d) the adoption, amendment or repeal of Bylaws or the adoption of new Bylaws;
(e) the amendment of the Articles of Incorporation;

(f) the amendment or repeal of any resolution of the Board of Directors which by its express terms is not so amendable or repealable;
(g) a distribution to the Shareholders of the corporation, except at a rate or in a periodic amount or within a price range determined by the Board of Directors; or
(h) the appointment of any other committees of the Board of Directors or the members of these committees.

Section 8. RESIGNATIONS OF A DIRECTOR.

Any Director may resign effective upon giving written notice to the Chairman of the Board, the President, the Board of Directors of the corporation or as otherwise allowed under the Corporation Law, unless the notice specifies a later time for the effectiveness of such resignation. If the resignation is effective at a future time, a successor may be elected to take office when the resignation becomes effective.

Section 9. ADVISORY DIRECTORS.

The Board of Directors from time to time may elect one or more persons to be Advisory Directors who shall not by such appointment be members of the Board of Directors. Advisory Directors shall be available from time to time to perform special assignments specified by the President, to attend meetings of the Board of Directors upon invitation and to furnish consultation to the Board. The period during which the title shall be held may be prescribed by the Board of Directors. If no period is prescribed, the title shall be held at the pleasure of the Board.

Section 10. EXCEPTION FOR CLOSE CORPORATION.

Notwithstanding the provisions of Section 1 of this Article II, in the event that this corporation shall elect to become a close corporation as defined in Sec. 158 of the California Corporations Code, its Shareholders may enter into a Shareholders' Agreement as defined in Sec. 186 of the California Corporations Code. Said Agreement may provide for the exercise of corporate powers and the management of the business and affairs of this corporation by the Shareholders, provided, however, such agreement shall, to the extent and so long as the discretion or the powers of the Board in its management of corporate affairs is controlled by such agreement, impose upon each Shareholder who is a party thereof, liability for managerial acts performed or omitted by such person pursuant thereto otherwise imposed upon Directors as provided in Sec. 300 (d) of the California Corporations Code; and the Directors shall be relieved to that extent from such liability.

ARTICLE III

MEETINGS OF DIRECTORS

Section 1. ANNUAL MEETINGS OF DIRECTORS.

Meetings of the Board of Directors may be called by the Chairman of the Board, or the President, or any Vice President, or the Secretary, or any two (2) Directors and shall be held at the principal executive office of the corporation, unless some other place is designated in the notice of the meeting. Members of the Board may participate in a meeting through use of a conference telephone or similar communications equipment so long as all members participating in such a meeting can hear one another. Accurate minutes of any meeting of the Board or any committee thereof, shall be maintained by the Secretary or other officer designated for that purpose.

Section 2. OTHER REGULAR MEETINGS OF DIRECTORS.

Regular meetings of the Board of Directors may be held without notice if the time and place of such meetings are fixed by the Board of Directors.

Section 3. NOTICE OF ANNUAL AND OTHER REGULAR MEETINGS OF DIRECTORS.

No notice need be given of a regular (including annual) meeting of the Board of Directors if the time and place of the meeting is fixed by the Bylaws or the Board of Directors. The notice of a regular (including annual) meeting need not specify the purpose of the meeting.

Section 4. SPECIAL MEETINGS OF DIRECTORS AND REQUIRED NOTICES.

Special meetings of the Board may be called at any time by the Chairman of the Board or the President or any Vice President or the Secretary or any two (2) Directors. At least forty eight (48) hours notice of the time, place and purpose of special meetings shall be delivered personally to the Directors or personally communicated to them by a corporate officer by telephone or telegraph or by electronic transmission.

If the notice of a special meeting is sent to a Director by letter, it shall be addressed to him or her at his or her address as it is shown upon the records of the corporation, or if it is not so shown on such records or is not readily ascertainable, at the place in which the meetings of the Directors are regularly held. In case such notice is mailed, it shall be deposited in the United States mail, postage prepaid, in the place in which the principal executive office of the corporation is located at least four (4) days prior to the time of the holding of the meeting. The mailing, telegraphing, telephoning or delivery as above provided and any other method allowed by the Corporation Law shall be due, legal and personal notice to the Director.

Section 5. *NOTICE OF ADJOURNMENT OF MEETINGS.*

A majority of the Directors present at a meeting, whether or not constituting a quorum, may adjourn the meeting to another time and place. Notice of the time and place of holding an adjourned meeting need not be given to absent Directors if the time and place be fixed at the meeting adjourned and held within any twenty-four (24) hours, but if adjourned more than twenty-four (24) hours, notice shall be given to all Directors not present at the time of the adjournment.

Section 6. WAIVER OR LACK OF NOTICE OF MEETING OF DIRECTORS.

If there is any lack of required notice of any meeting of Directors, then the transactions thereof are as valid as if had at a meeting regularly called and noticed provided all of the Directors are present at any Directors' meeting, however called or noticed, or all of the Directors not present sign a written consent to the holding of the meeting or approval of the minutes on the records of such meeting, before or after the time or date of meeting stated in the Notice. The waiver, consent or approval shall be filed with the Secretary of the corporation for filing with the minutes or corporate records. If a Director attends a meeting without notice but without protesting prior thereto or at its commencement, the Director shall be treated as present at the meeting.

Section 7. *DIRECTORS ACTION WITHOUT MEETING.*

Any action required or permitted to be taken by the Board of Directors may be taken without a meeting and with the same force and effect as if taken by a unanimous vote of Directors, if authorized by a writing signed individually or collectively by all members of the Board. Such consent reflecting the action taken shall be filed with the regular minutes of the Board.

Section 8. QUORUM FOR MEETINGS OF DIRECTORS.

A majority of the total number of Directors shall be necessary to constitute a quorum for the transaction of business. Unless the Articles of Incorporation or Bylaws require a greater number, the action of a majority of the Directors present at any meeting at which there is a quorum, when duly assembled, is valid as a corporate act; provided that a minority of the Directors, in the absence of a quorum, may adjourn from time to time, but may not transact any business. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of Directors, if any action taken is approved by a majority of the required quorum for such meeting.

Section 9. EFFECT IF ONLY A SOLE DIRECTOR IS REQUIRED.

In the event only one (1) Director is required by the Bylaws or Articles of Incorporation, any reference herein to notices, waivers, consents, meetings or other actions by a majority or quorum of the Directors shall be deemed to refer to such notice, waiver, etc., by such sole Director, who shall have all the rights and duties and shall be entitled to exercise all of the powers and shall assume all the responsibilities otherwise herein described as given to a Board of Directors.

ARTICLE IV
OFFICERS - MANAGEMENT

Section 1. OFFICERS.

The officers of the corporation shall be a President, a Secretary, and a Chief Financial Officer. The corporation may also have, at the discretion of the Board of Directors, a Chairman of the Board, one or more Vice Presidents, one or more Assistant Secretaries, one or more Assistant Treasurers, and such other officers as may be appointed in accordance with the provisions of Section 3 of this Article IV. Any number of offices may be held by the same person. Any two or more offices may be held simultaneously by the same person, except the offices of President and Secretary unless the corporation has only one Shareholder.

Section 2. *ELECTION OF OFFICERS.*

The officers of the corporation, except such officers as may be appointed in accordance with the provisions of Section 3 of this Article IV relating to appointment of subordinate officers or Section 5 of this Article IV relating to vacancies, shall be chosen annually by the Board of Directors, and each shall hold office until he or she shall resign or shall be removed or otherwise disqualified to serve, or a successor shall be elected and qualified.

Section 3. SUBORDINATE OFFICERS.

The Board of Directors may appoint such other officers as the business of the corporation may require, each of whom shall hold office for such period, have such authority and perform such duties as are provided in the Bylaws or as the Board of Directors may from time to time determine.

Section 4. REMOVAL AND RESIGNATION OF OFFICERS.

Subject to the rights, if any, of an officer under any contract of employment, any officer may be removed, either with or without cause, by the Board of Directors, at any regular or special meeting to the Board. Any officer may resign at any time by giving written notice to the corporation. Any resignation shall take effect at the date of the receipt of that notice or at any later time specified in that notice; and, unless otherwise specified in that notice, the acceptance of the resignation shall not be necessary to make it effective. Any resignation is without prejudice to the rights, if any, of the corporation under any contract to which the officer is a party.

Section 5. VACANCIES IN AN OFFICE.

A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed in the Bylaws for regular appointments to that office.

Section 6. CHAIRMAN OF THE BOARD.

The Chairman of the Board, if such an officer be elected, shall, if present, preside at meetings of the Board of Directors and exercise and perform such other powers and duties as may be from time to time assigned by the Board of Directors or prescribed by the Bylaws. If there is no President, the Chairman of the Board shall in addition be the Chief Executive Officer of the corporation and shall have the powers and duties prescribed in Section 7 of this Article IV.

Section 7. *PRESIDENT.*

Subject to such supervisory powers, if any, as may be given by the Board of Directors to the Chairman of the Board, if there be such an officer, the President shall be the Chief Executive Officer of the corporation and shall, subject to the control of the Board of Directors, have general supervision, direction and control of the business and officers of the corporation. He or she shall preside at all meetings of the Shareholders and in the absence of the Chairman of the Board, or if there be none, at all meetings of the Board of Directors. The President shall be ex officio a member of all the standing committees, including the Executive Committee, if any, and shall have the general powers and duties of management usually vested in the office of President of a corporation, and shall have such other powers and duties as may be prescribed by the Board of Directors or the Bylaws.

Section 8. VICE PRESIDENT.

In the absence or disability of the President, the Vice Presidents, if any, in order of their rank as fixed by the Board of Directors, or if not ranked, the Vice President designated by the Board of Directors, shall perform all the duties of the President, and when so acting shall have all the powers of. and be subject to, all the restrictions upon, the President. The Vice Presidents shall have such other powers and perform such other duties as from time to time may be prescribed for them respectively by the Board of Directors or the Bylaws.

Section 9. SECRETARY.

The Secretary shall have the following duties:

(A) Book of Minutes. The Secretary shall keep, or cause to be kept, a book of minutes at the principal office or such other place as the Board of Directors may order, of all meetings of Directors and Shareholders, with the time and place of holding, whether regular or special, and if special, how authorized, the notice thereof given, the names of those present at Directors' meetings, the number of shares present or represented at Shareholders' meetings and the proceedings thereof.

(B) Record of Shareholders. The Secretary shall keep, or cause to be kept, at the principal office or at the office of the corporation's transfer agent, a share register, or duplicate share register, showing the names of the Shareholders and their addresses; the number and classes of shares held by each; the number and date of certificates issued for the same; and the number and date of cancellation of every certificate surrendered for cancellation.

(C) Notice of Meetings. The Secretary shall give, or cause to be given, notice of all the meetings of the Shareholders and of the Board of Directors required by the Bylaws or by law to be given. He or she shall keep the seal of the corporation in safe custody, and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or by the Bylaws.

(D) Other Duties. The Secretary shall keep the seal of the corporation, if any, in safe custody. The Secretary shall have such other powers and perform such other duties as prescribed by the Bylaws or by the Board of Directors.

Section 10. CHIEF FINANCIAL OFFICER.

The Chief Financial Officer shall keep and maintain, or cause to be kept and maintained in accordance with generally accepted accounting principles, adequate and correct accounts of the properties and business transactions of the corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, earnings (or surplus) and shares. The books of account shall at all reasonable times be open to inspection by any Director.

The Chief Financial Officer shall deposit all moneys and other valuables in the name and to the credit of the corporation with such depositaries as may be designated by the Board of Directors. He or she shall disburse the funds of the corporation as may be ordered by the Board of Directors, shall render to the President and Directors, whenever they request it, an account of all of his or her transactions and of the financial condition of the corporation, and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or the Bylaws.

ARTICLE V
MEETINGS OF SHAREHOLDERS

Section 1. PLACE OF MEETINGS.

Unless otherwise provided in the Articles of Incorporation, all meetings of the Shareholders shall be held at the principal executive office of the corporation within the State of California unless some other appropriate and convenient geographical location is designated for that purpose from time to time by a resolution of the Board of Directors.

Section 2. *ANNUAL MEETINGS OF SHAREHOLDERS.*

An annual meeting of shareholders shall be held each year on a date and at a time designated by the Board of Directors. At the annual meeting, the Shareholders shall elect a Board of Directors, consider reports of the affairs of the corporation and transact such other business as may be properly brought before the meeting. The initial annual meeting of Shareholders shall be held within fifteen (15) months of the date of the filing of the Articles of Incorporation with the Secretary of State.

Section 3. SPECIAL MEETINGS OF SHAREHOLDERS.

Special meetings of the Shareholders may be called at any time by the Board of Directors, Chairman of the Board of Directors, the President, or by one or more Shareholders holding not less than one-tenth (1/10) of the votes entitled to be cast on any issue proposed to be considered at the special meeting.

Upon receipt of a written request addressed to the Chairman, President, Vice President, or Secretary, mailed or delivered personally to such officer by any person (other than the Board) entitled to call a special meeting of Shareholders, such officer shall cause notice to be given to the Shareholders entitled to vote, and a meeting will be held at a time requested by the person or persons calling the meeting, not less than thirty-five (35) nor more than sixty (60) days after the receipt of such request. If such notice is not given within twenty (20) days after receipt of such request, the persons calling the meeting may give notice thereof in the manner provided by these Bylaws or apply to the Superior Court as provided in Sec. 305(c)(2) of the California Corporations Code.

Section 4. LIST OF SHAREHOLDERS.

After the record date for a meeting has been fixed, the corporation shall prepare an alphabetized list of names, addresses and number of shares of all Shareholders, entitled to notice, arranged by voting group, and within each voting group by class or series in each case as reflected in the recasts of the Corporation.

The list shall be available for inspection by any Shareholder beginning two days after the notice of the meeting is given.

Section 5. *NOTICE OF MEETINGS OF SHAREHOLDERS.*

Notice of meetings, annual or special, shall be given in writing not less than ten (10) nor more than sixty (60) days before the date of the meeting to Shareholders entitled to vote thereat. The notices shall be given by the Secretary or the Assistant Secretary, or if there be no such officer, or in the case of his or her neglect or refusal, by any Director or Shareholder.

The notices shall be given personally or by mail or other means of written communication allowed under the Corporation Law including by personal delivery, first class mail, facsimile, E-mail, or other form of electronic transmission and shall be sent to the Shareholder's address appearing on the books of the corporation, or supplied by him or her to the corporation for the purpose of notice, and in the absence thereof, as provided under the Corporation Law.

Notice of any meeting of Shareholders shall specify the place, the day and the hour of meeting, the means, if any, of electronic or remote participation by which a Shareholder may participate and be considered present and eligible to vote, and (1) in case of a special meeting, the general nature of the business to be transacted and no other business may be transacted, or (2) in the case of an annual meeting, those matters which the Board at date of mailing, intends to present for action by the Shareholders. At any meetings where Directors are to be elected, notice shall include the names of the nominees, if any, intended at date of notice to be presented by management for election.

The notice shall also state the general nature of any proposed action to be taken at the meeting to approve any of the following matters: (i) a contract or transaction in which a Director has a direct or indirect financial interest, pursuant to Section 310 of the California Corporations Code; (ii) an amendment to the Articles of Incorporation under Section 902 of the California Corporations Code; (iii) a conversion under Section 1152 of the California Corporations Code; (iv) a reorganization under Section 1201 of the California Corporations Code; (v) a voluntary dissolution of the corporation under Section 1900 of the California Corporations Code; or (vi) a distribution in dissolution other than in accordance with the rights of outstanding preferred shares, pursuant to Section 2007 of the California Corporations Code. If a Shareholder supplies no address, notice shall be deemed to have been given if mailed to the place where the principal executive office of the corporation, in California, is situated, or published at least once in some newspaper of general circulation in the County of said principal office.

Notice shall be deemed given at the time it is delivered personally or deposited in the mail or sent by other means of written communication. The officer giving such notice or report shall prepare and file an affidavit or declaration thereof.

When a meeting is adjourned for forty-five (45) days or more, notice of the adjourned meeting shall be given as in case of an original meeting. Save, as aforesaid, it shall not be necessary to give any notice of adjournment 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 6. WAIVER OF NOTICE OR CONSENT BY ABSENT SHAREHOLDERS.

A Shareholder may in writing waiver any notice of meeting before or after the date of meeting stated in the notice, as allowed under Sec. 601 (e) of the California Corporations Code.

Section 7. SHAREHOLDERS ACTING WITHOUT A MEETING.

Any action which may be taken at any annual or special meeting of shareholders may be taken without a meeting and without prior notice, if a consent in writing, setting forth the action so taken, shall be signed by the holders of outstanding shares having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted.

Directors may not be elected by written consent except by unanimous written consent of all shares entitled to vote for the election of directors. However, a director may be elected at any time to fill any vacancy on the Board, provided that it was not created by removal of a director and that it has not been filled by the directors, by the written consent of the holders of a majority of the outstanding shares entitled to vote for the election of directors.

All such consents shall be maintained in the corporate records. Any shareholder giving a written consent, or the shareholder's proxy holders, or a transferee of the shares, or a personal representative of the shareholder, or their respective proxy holders, may revoke the consent by a writing received by the Secretary of the Corporation before written consents of the number of shares required to authorize the proposed action have been filed with the Secretary.

If the consents of all shareholders entitled to vote have not been solicited in writing, the Secretary shall give prompt notice of any corporate action approved by the shareholders without a meeting by less than unanimous written consent to those shareholders entitled to vote who have not consented in writing. Such notice shall be given in the manner specified in Section 2.5 of these Bylaws. In the case of approval of (a) a contract or transaction in which a director has a direct or indirect financial interest, pursuant to Section 310 of the Code, (b) indemnification of a corporate "agent," pursuant to Section 317 of the Code, (c) a reorganization of the Corporation, pursuant to Section 1201 of the Code, and (d) a distribution in dissolution other than in accordance with the rights of outstanding preferred shares, pursuant to Section 2007 of the Code, the notice shall be given at least ten (10) days before the consummation of any action authorized by that approval, unless the consents of all shareholders entitled to vote have been solicited in writing.

Section 8. QUORUM FOR MEETINGS OF SHAREHOLDERS.

The holders of a majority of the shares entitled to vote thereat, that are present in person, or by use of authorized communications equipment or represented by proxy shall constitute a quorum at all meetings of the Shareholders for the transaction of business except as otherwise provided by these Bylaws. If, however, such majority (or other required greater number) shall not be present or represented at any meeting of the Shareholders, the Shareholders entitled to vote thereat, present in person, or by proxy, shall have the power to adjourn the meeting from time to time, until the requisite amount of voting shares shall be present. At such adjourned meeting at which the requisite amount of voting shares shall be represented, any business may be transacted which might have been transacted at a meeting as originally notified.

If a quorum be initially present, the Shareholders may continue to transact business for the remainder of the meeting until adjournment, notwithstanding the withdrawal of enough Shareholders to leave less than a quorum, if any action taken is approved by a majority of the Shareholders required to initially constitute a quorum.

Section 9. VOTING BY SHAREHOLDERS.

Unless otherwise provided in the Articles of Incorporation or the Corporation Law, each Shareholder of record on the day next mentioned shall be entitled to one vote for each share of stock held. The Shareholders may vote by voice or ballot provided their own election for Directors must be by voice only if demanded by any Shareholder before the voting has begun. Only persons in whose names shares entitled to vote stand on the stock records of the corporation on the day of any meeting of Shareholders, unless some other day be fixed by the Board of Directors for the determination of Shareholders of record, and then on such other day, shall be entitled to vote at such meeting.

Section 10. FIXING DATE FOR MEETINGS OF SHAREHOLDERS.

The Board of Directors may fix a time in the future not exceeding sixty (60) days preceding the date of any meeting of Shareholders or less than ten (10) days, as a record date for the determination of the Shareholders entitled to notice of and to vote at any such meeting. In such case only Shareholders of record on the date so fixed shall be entitled to notice of and to vote at such meeting, as the case may be notwithstanding any transfer of any share on the books of the corporation after any record date fixed as aforesaid. The Board of Directors may close the books of the corporation against transfers of shares during the whole or any part of such period.

Section 11. PROXIES.

Every Shareholder entitled to vote, or to execute consents, may do so, either in person or by written proxy or otherwise executed and transmitted to the Corporation in accordance with the provisions of the Corporation Law. A proxy is valid for a maximum period provided in the

Corporation Law (Sees. 604 and 705 of the California Corporations Code) unless revoked or a different period is stated therein.

Every person entitled to vote for Directors or on any other matter shall have the right to do so either in person or by one or more agents authorized by a written proxy signed by the person and filed with the Secretary of the corporation. A proxy shall be deemed signed if the Shareholder's name is placed on the proxy (whether by manual signature, typewriting, telegraphic transmission, or otherwise) by the Shareholder or the Shareholder's attorney in fact. A validly executed proxy which does not state that it is irrevocable shall continue in full force and effect unless (i) revoked by the person executing it, before the vote pursuant to that proxy, by a writing delivered to the corporation stating that the proxy is revoked, or by a subsequent proxy executed by, or attendance at the meeting and voting in person by, the person executing the proxy; or (ii) written notice of the death or incapacity of the maker of that proxy is received by the corporation before the vote pursuant to that proxy is counted; provided, however, that no proxy shall be valid after the expiration of eleven (11) months from the date of the proxy, unless otherwise provided in the proxy. The revocability of a proxy that states on its face that it is irrevocable shall be governed by the provisions of Sections 705(e) and 705(f) of the California Corporations Code.

Section 12. ORGANIZATION OF MEETINGS OF SHAREHOLDERS.

The President, or in the absence of the President, any Vice President, shall call the meeting of the Shareholders to order, and shall act as chairman of the meeting. In the absence of the President and all of the Vice Presidents, Shareholders shall appoint a chairman for such meeting. The Secretary of the corporation shall act as Secretary of all meetings of the Shareholders, but in the absence of the Secretary at any meeting of the Shareholders, the presiding officer may appoint any person to act as Secretary of the meeting.

Section 13. INSPECTORS OF ELECTION AT MEETINGS.

In advance of any meeting of Shareholders, the Board of Directors may, if they so appoint inspectors of election to act at such meeting or any adjournment thereof. If inspectors of election be not so appointed, or if any persons so appointed fail to appear or refuse to act, the chairman of any such meeting may, and on the request of any Shareholder or his or her proxy shall, make such appointment at the meeting in which case the number of inspectors shall be either one (1) or three (3) as determined by a majority of the Shareholders represented at the meeting.

These inspectors shall:

(a) determine the number of shares outstanding and the voting power of each share;
(b) determine the shares represented at the meeting and the existence of a quorum;
(c) determine the authenticity, validity, and effect of proxies and ballots;

(d) receive votes, ballots, waivers, releases, or consents;
(e) hear and determine all challenges and questions in any way arising in connection with the right to vote or the vote;
(f) count and tabulate all votes or consents;
(g) determine when the polls shall close;
(h) determine the result; and
(i) do any other acts that may be proper to conduct the election or vote with fairness to all Shareholders.

Section 14. ELECTRONIC PARTICIPATION IN MEETINGS OF SHAREHOLDERS.

If authorized by the Board of Directors in its sole discretion and subject to any guidelines or procedures adopted by the Board of Directors and subject to consent described in Section 20 of the California Corporations Code, Shareholders and Proxyholders may participate in a meeting of Shareholders by means of a telephone conference or any similar method of electronic communication or transmission by which all persons participating in the meeting can hear and speak to each other. Participation by such means constitutes presence in person at the meeting.

A meeting of Shareholders may be conducted, in whole or in part, by electronic transmission by and to the corporation or by electronic video screen communication (l) if the corporation implements reasonable measures to provide Shareholders (in person or by proxy) a reasonable opportunity to participate in the meeting and to vote on matters submitted to the Shareholders, including an opportunity to read or hear the proceedings of the meeting concurrently with those proceedings, and (2) if any Shareholder votes or takes other action at the meeting by means of electronic transmission to the corporation or electronic video screen communication, a record of that vote or action is maintained by the corporation. Any request by a corporation to a Shareholder pursuant to clause (b) of Section 20 of the California Corporations Code for consent to conduct a meeting of Shareholders by electronic transmission by and to the Corporation, shall include a notice that absent consent of the Shareholder pursuant to clause (b) of Section 20 of the California Corporations Code, the meeting shall be held at a physical location in accordance with Section 1 of this Article V.

ARTICLE VI
CERTIFICATES AND TRANSFER OF SHARES

Section 1. CERTIFICATES FOR SHARES.

Certificates for shares shall be of such form and device as the Board of Directors may designate and shall state on the face the name of the corporation, state of incorporation, the name of the record holder of the shares represented thereby; the number of shares represented, class of shares, designation of series the par value or a statement that the shares are without par value; date of issuance; a statement of the rights, privileges, preferences, restrictions or limitations, if any; with reference to the provisions of the Articles of Incorporation and any actions of the Directors establishing same. A conspicuous statement as to the rights of redemption or conversion, if any; a statement of liens or restrictions upon transfer or voting, if any; whether or not the shares are assessable or, whether assessments are collectible by personal action and any other express terms and the authority of the Board of Directors to determine variation for future series.

All certificates shall be signed in the name of the corporation by the Chairman of the Board or Vice Chairman of the Board or the President or Vice President and by the Secretary or Chief Financial Officer certifying the number of shares and the class or series of shares owned by the Shareholder.

Any or all of the signatures on the certificate may be facsimile. In case any officer, transfer agent, or registrar who has signed or whose facsimile signature has been placed on a certificate shall have ceased to be that officer, transfer agent, or registrar before that certificate is issued, it may be issued by the corporation with the same effect as if that person were an officer, transfer agent, or registrar at the date of issue.

Section 2. *TRANSFER ON STOCK LEDGER.*

Upon surrender to the Secretary or transfer agent of the corporation of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignment or authority to transfer, it shall be the duty of the corporation to issue a new certificate to the person entitled thereto, cancel the old certificate and record the transaction upon its stock ledger.

Section 3. TRANSFER AGENTS AND REGISTRARS.

The Board of Directors may appoint one or more transfer agents or transfer clerks, and one or more registrars, which shall be an incorporated bank or trust company, either domestic or foreign, who, shall be appointed at such times and places as the requirements of the corporation may necessitate and the Board of Directors may designate.

Section 4. RECORD DATE - CLOSING STOCK TRANSFER BOOKS.

In order that the corporation may determine the Shareholders entitled to notice of any meeting or to vote or entitled to receive payment of any dividend or other distribution or allotment of any rights or entitled to exercise any rights in respect of any other lawful action, the Board may fix, in advance, a record date, which shall not be more than sixty (60) nor less than ten (10) days prior to the date of such meeting.

If no record date is fixed; the record date for determining Shareholders entitled to notice of or to vote at a meeting of Shareholders shall be at the close of business on the business day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the business day next preceding the day on which the meeting is held.

Unless the Articles of Incorporation or the Corporation Law provide otherwise, the record date for determining Shareholders entitled to give consent to corporate action in writing without a meeting, when no prior action by the Board of Directors is necessary, shall be the day on which the first written consent is given by delivery to the registered office of the corporation in the State of California.

Unless the Articles of Incorporation or the Corporation Law otherwise provides, the record date for determining Shareholders for any other purpose shall be at the close of business on the day on which the Board adopts the resolution relating thereto, or the sixtieth (60th) day, prior to the date of such other action, whichever is later.

Section 5. LEGEND CONDITION.

In the event any shares of this corporation are issued pursuant to a permit or exemption therefrom requiring the imposition of a legend condition, the person or persons issuing or transferring said shares shall make sure said legend appears on the certificate and shall not be required to transfer any shares free of such legend unless an amendment to such permit or a new permit be first issued so authorizing such a deletion.

Section 6. LOST OR DESTROYED CERTIFICATES.

Any person claiming a certificate of stock to be lost or destroyed shall make an affidavit or affirmation of the fact and shall, if the Directors so require, give the corporation a bond of indemnity, in form and with one or more sureties satisfactory to the Board, in at least double the value of the stock represented by said certificate, whereupon a new certificate may be issued in the same tenor and for the same number of shares as the one alleged to be lost or destroyed.

ARTICLE VII
RECORDS - INSPECTION - FILINGS - CHECKS - CONTRACTS - REPORTS

Section 1. RECORDS.

The corporation shall maintain, in accordance with generally accepted accounting principles, adequate, appropriate, complete and correct accounts, books and records of its business and properties. The corporation shall maintain a copy of the Articles of Incorporation certified as filed by the Secretary of State and all amendments thereto, minutes of proceedings or consents of incorporators, a copy of the Bylaws certified by an officer of the corporation and all amendments thereto, resolutions adopted by the Board of Directors including but not limited to those creating one or more classes or series of shares and fixed relative rights, preferences and limitations, minutes of all meetings of Shareholders, all written communications by corporation to Shareholders, a stock ledger reflecting the original issuance of shares, revised at least annually and a current list of its Shareholders showing number of shares of each class and series held and address of each Shareholder names alphabetically arranged by voting group and within each voting group by class or series, names and addresses of current Directors and officers, annual report most recently filed with the Secretary of State, financial statements for the past three years and tax returns for the past six years. All of such books, records, accounts, documents, ledgers and lists shall be kept at its principal executive office in the State of California, as fixed by the Board of Directors from time to time. The above-mentioned records or a copy thereof shall remain at the principal office of the corporation.

Section 2. *INSPECTION OF BOOKS AND RECORDS.*

The corporation shall keep at its principal executive office in this state, or if its principal executive office is not in California, at its principal business office in this state, the original or a copy of its Bylaws as amended to date, which shall be open to inspection by any Shareholder at all reasonable times during office hours. If the principal executive office of the corporation is outside California and the corporation has no principal business office in this state, it shall upon the written request of any Shareholder furnish to such Shareholder a copy of the Bylaws.

The accounting books and records and minutes of proceedings of the Shareholders and the Board and committees of the board of the corporation shall be open to inspection upon the written demand on the corporation of any Shareholder or holder of a voting trust certificate at any reasonable time during usual business hours, for a purpose reasonably related to such holder's interests as a Shareholder or as the holder of such voting certificate. The right of inspection shall extend to the records of each subsidiary of the corporation. Such inspection by a Shareholder or holder of a voting trust certificate may be made in person or by agent or attorney, and the right of inspection includes the right to copy and make extracts. The right of the Shareholders to inspect the corporate records may not be limited by the Articles or Bylaws.

Every Director shall have the absolute right at any reasonable time to inspect and copy all books, records, and documents of every kind and to inspect the physical properties of the corporation of which such person is a Director and also of its subsidiary corporations, domestic or foreign. Such inspection by a Director may be made in person or by agent or attorney and the right of inspection includes the right to copy and make extracts.

Section 3. ANNUAL FILINGS.

As required by the Corporation Law, the corporation shall periodically file a statement or list with the Secretary of State with any fees required.

Section 4. CHECKS, DRAFTS, ETC.

All checks, drafts, or other orders for payment of money, notes or other evidences of indebtedness, issued in the name of or payable to the corporation, shall be signed or endorsed by such person or persons and in such manner as shall be determined from time to time by resolution of the Board of Directors.

Section 5. EXECUTION OF CORPORATE CONTRACTS AND INSTRUMENTS.

The Board, except as otherwise provided in these Bylaws, may authorize any officer or officers, or agent or agents, to enter into any contract or execute any instrument in the name of and on behalf of the Corporation; such authority may be general or confined to specific instances. Unless so authorized or ratified by the Board or within the agency power of an officer, no officer, agent or employee shall have any power or authority to bind the Corporation by any contract or engagement, or to pledge its credit or to render it liable for any purpose or for any amount.

Section 6. WAIVER OF ANNUAL REPORT TO SHAREHOLDERS.

The annual report to Shareholders is expressly dispensed with so long as this corporation shall have less than one hundred (100) Shareholders. However, nothing herein shall be interpreted as prohibiting the Board of Directors from issuing annual or other periodic reports to the Shareholders of the corporation as they consider appropriate.

ARTICLE VIII
AMENDMENTS TO BYLAWS AND CONSTRUCTION

Section I. AMENDMENT OF BYIAWS BY SHAREHOLDERS.

Subject to the Corporation Law or the Articles of Incorporation, replacement Bylaws may be adopted or these Bylaws may be amended or repealed by the vote or written consent of holders of a majority of the outstanding shares entitled to vote; provided, however, that if the Articles of Incorporation of the corporation set forth the number of authorized Directors of the corporation, the authorized number of Directors may be changed only by an amendment of the Articles of Incorporation.

After the issuance of shares, a Bylaw specifying or changing a fixed number of Directors or the maximum number or changing from a fixed to a variable number may be adopted by approval of a majority of the outstanding shares. An amendment of the Bylaws to reduce the fixed or minimum number to less than five cannot be adopted if votes cast against the adoption (or not consenting) are more than 16 2/3 percent of the outstanding shares entitled to vote.

Section 2. *AMENDMENT OF BYIAWS BY DIRECTORS.*

The Board of Directors may adopt, amend or repeal any of these Bylaws other than a Bylaw or amendment thereto fixing the authorized number of Directors or changing a quorum or voting requirement for the Board of Directors provided the power to amend the Bylaws is conferred or permitted in the Articles of Incorporation.

Section 3. RECORD OF AMENDMENTS.

Whenever an amendment or new Bylaw is adopted, it shall be copied in the book of Bylaws with the original Bylaws, in the appropriate place. If any Bylaw is repealed, the fact of repeal with the date of the meeting at which the repeal was enacted or written assent was filed shall be stated in the book of Bylaws.

Section 4. CONSTRUCTION AND INTERPRETATION.

Unless the context requires otherwise, the general provision rules of construction and definition of the Corporation Law shall govern the Bylaws. Without limiting the generality of this provision, the singular number includes plural, the plural number includes the singular. These Bylaws (and any amendments thereto) shall not be construed in a manner inconsistent with the Articles of Incorporation or the applicable provisions of the Corporation Law. Any provision of the Bylaws that is inconsistent with the Articles of Incorporation or Corporation Law shall be invalid only to the extent reasonably necessary for the provision to comply with the Articles of Incorporation or Corporation Law as the case may be.

ARTICLE IX
MISCELLANEOUS

Section 1. CORPORATE SEAL.

The corporate seal shall be circular in form, and shall have inscribed thereon the name of the corporation, the year or date of its incorporation, and the state of incorporation.

Section 2. REPRESENTATION OF SHARES IN OTHERS.

Shares of other corporations standing in the name of this corporation may be voted or represented and all incidents thereto may be exercised on behalf of the corporation by the Chairman of the Board, the President or any Vice President and the Secretary or an Assistant Secretary.

Section 3. INDEMNIFICATION OF OFFICERS AND DIRECTORS.

The liability of the officers and Directors of the corporation for monetary damages shall be eliminated to the fullest extent permissible under the Corporation Law. The corporation may provide and maintain insurance on behalf of any person serving as Director or other officer against any liability asserted against such person.

Section 4. ACCOUNTING YEAR AND ACCOUNTING METHOD.

The accounting year and accounting method of the corporation shall be fixed by resolution of the Board of Directors.

Section 5. OTHER TAX ELECTIONS.

The Board of Directors may authorize the Chief Financial Officer to prepare and file such other tax elections, as the Board of Directors deems appropriate.

Section 6. SUBSIDIARY CORPORATIONS.

Shares of this corporation owned by a subsidiary shall not be entitled to vote on any matter. A subsidiary for these purposes is defined as a corporation, the shares of which possessing more than 25% of the total combined voting power of all classes of shares entitled to vote, are owned directly or indirectly through one (1) or more subsidiaries.

Section 7. *REFERENCES TO CODE SECTIONS.*

"Sec." references herein refer to the equivalent Sections of the California Corporations Code effective January 1, 1977, as amended. The corporation is authorized to provide indemnification of agents as defined in Section 317 of the California Corporations Code for breach of duty to the corporation and Shareholders through Bylaw provisions or through agreements with the agents, or both, in excess of the indemnification otherwise permitted by Section 317 of the California Corporations Code, subject to the limits on such excess indemnification set forth in Section 204 of the California Corporations Code.

SECRETARY'S CERTIFICATE OF ADOPTION OF BYLAWS

OF

MOLINA MEDICAL MANAGEMENT, INC.

I, the undersigned, do hereby certify:

1. That I am the duly elected and acting Secretary of Molina Medical Management, Inc., a California corporation (the "Company").

2. That the foregoing Amended and Restated Bylaws were adopted by the sole shareholder by Written Consent of the Sole Shareholder of the Company (previously known as American Family Care, Inc.), dated August 18, 2014.

IN WITNESS WHEREOF, I have hereunto subscribed my name as of this 27th day of August, 2014.

/s/ Jeff D. Barlow
Jeff D. Barlow

State of Delaware
Secretary of State
Division of Corporations
Delivered 04:25PM 04/20/2011
FILED 04:06 PM 04/20/2011
SRV 110437276 - 4971656 FILE

CERTIFICATE OF FORMATION

OF

MOLINA PATHWAYS, LLC

1. The name of the limited liability company is Molina Pathways, LLC.

2. The address of the company's registered office in the State of Delaware is 2711 Centerville Road, Suite 400, in the city of Wilmington, County of New Castle, Delaware 19808. The name of its registered agent at such address is Corporation Service Company.

The undersigned has executed this Certificate of Formation of Molina Pathways, LLC this 20th day of April, 2011.

/s/ Jeff D. Barlow

Jeff D. Barlow, Authorized Person

LIMITED LIABILITY COMPANY OPERATING AGREEMENT
OF
MOLINA PATHWAYS, LLC,
A DELAWARE LIMITED LIABILITY COMPANY

This Limited Liability Company Operating Agreement (this "Agreement") is made and entered into effective as of April 20, 2011 (the "Effective Date"), by Molina Healthcare, Inc., a Delaware corporation, as a member (the "Member") of Molina Pathways, LLC, a Delaware limited liability company (the "Company").

1. Formation. The Company was formed on April 20, 2011, upon the filing of the Company's Certificate of Formation in the office of the Secretary of State of the State of Delaware. The rights and obligations of the Member and the terms and conditions of the Company shall be governed by the provisions of Title 6 Chapter 18 of the Delaware Code (the Delaware Limited Liability Company Act), as amended from time to time (the "Act"), and this Agreement. To the extent the provisions of the Act and this Agreement are inconsistent with respect to any subject matter covered in this Agreement, this Agreement shall govern, but only to the extent permitted by law.

2. Name. The name of the Company shall be Molina Pathways, LLC.

3. Purpose. The purpose of the Company is to engage in any lawful activity that a limited liability company may carry on under the Act. Nothing in this Agreement shall prohibit the Member from engaging in any business, investment or other activity of any kind, even if such business, investment or activity is competitive with the Company's business.

4. Registered Office; Registered Agent. The address of the Company's registered office in the State of Delaware shall be 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, and the name of its initial registered agent at such address shall be Corporation Service Company. The Company's registered agent or registered office may be changed as provided in the Act.

5. Commencement and Term. The term of the Company commenced on April 20, 2011, and shall continue until it is dissolved, its affairs are wound up and final liquidating distributions are made pursuant to this Agreement. Except as otherwise provided herein, the Company shall have perpetual existence.

6. Tax Classification; Requirement of Separate Books and Records and Segregation of Assets and Liabilities. The Member acknowledges that because the Company will be deemed to have a single Member for tax purposes, pursuant to Treasury Regulations Section 301.7701-3, the Company shall be disregarded as an entity separate from its owners for federal income tax purposes until the effective date of any election it may make to change its classification for federal income tax purposes to that of a corporation by filing IRS Form 8832, Entity Classification Election or until the Company has more than one member for tax purposes, in which case it would be treated as a partnership for federal income tax purposes (provided that the Company has not elected on Form 8832 to be treated as a corporation). In all events, however, the Company shall keep books and records separate from those of its Member and shall at all times segregate and account for all of its assets and liabilities separately from those of its Member.

7. Title to Assets; Transactions. The Company shall keep title to all of its assets in its own name and not in the name of its Member. The Company shall enter into and engage in all transactions in its own name and not in the name of its Member.

8. Capital Contributions. As of the date hereof, the Member has made capital contributions to the Company on the dates and equal to the amounts reflected in the books and records of the Company. The Member shall make additional capital contributions in such form and at such time as the Member shall determine in its sole and absolute discretion; provided, however, that any such additional capital contributions shall be evidenced in writing and recorded in the books and records of the Company.

9. Liability of Member. The Member shall not be liable for any debts or losses of capital or profits of the Company, whether arising in contract, tort or otherwise, or be required to contribute or lend funds to the Company.

10. Distributions. Subject only to (i) the laws of fraudulent conveyance of the State of Delaware and (ii) any and all other contractual restrictions agreed to by the Company or its Member in writing, the Manager shall have authority to cause the Company to distribute cash or property to the Member, in such amounts, at such times and as of such record dates as the Manager shall determine.

11. Management.

(a) Initial Manager; Term; Removal; Successors. The Company shall initially have one manager (the "Manager"), who shall be Terry Bayer. Unless the Manager resigns or is removed, the Manager shall hold office until his or her successor is elected and qualified. The number of managers of the Company shall be fixed from time to time by approval of the Member. Any vacancy occurring for any reason in the number of managers shall be filled by approval of the Member.

(b) Authority. The business and affairs of the Company shall be managed exclusively by the Manager(s). The Manager(s) shall have the power to do any and all acts necessary or convenient to or for the furtherance of the purposes of the Company described herein, including all powers, statutory or otherwise, which may be delegated to the Manager(s) by the Member under the laws of the State of Delaware. The Manager(s) is/are hereby designated as the authorized persons, to execute, deliver and file any certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in any jurisdiction in which the Company may wish to conduct business.

12. Officers. The Manager(s) may establish one or more officer positions for the Company, including a chairperson, president, vice president, secretary and chief financial officer.

The officers shall exercise such powers and perform such duties as determined from time to time by the Manager(s).

13. Indemnification; Limited Liability.

(a) Certain Terms. For the purposes of this Section 13, "agent" means any person who is or was a manager, officer, employee or other agent of the Company, or is or was serving at the request of the Company as a manager, director, officer, employee or agent of another foreign or domestic company, partnership, joint venture, trust or other enterprise, or was a manager, director, officer, employee or agent of a foreign or domestic company which was a predecessor company of the Company or of another enterprise at the request of such predecessor company; "proceeding" means any threatened, pending or completed action or proceeding, whether civil, criminal, administrative or investigative; and "expenses" includes, without limitation, attorneys' fees and any expenses of establishing a right to indemnification under this Section 13.

(b) Indemnification of Agents. The Company shall, to the fullest extent permitted under the Act, indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding (including, without limitation, arbitration), by reason of the fact that the person is or was a manager, or a member, partner, manager, affiliate, officer, director, employee or agent of a manager, or an officer, employee or agent of the Company or any Person who is or was serving at the request of the manager or the Company as a manager, member, partner, director, officer, employee or agent of another company or person ("Indemnifiable Person"), against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement actually incurred by it in connection with the action, suit or proceeding except by reason of the fraud or willful misconduct of such Indemnifiable Person, provided that such Indemnifiable Person acted in good faith and in a manner which it reasonably believed to be in or not opposed to the best interests of the Company and, with respect to any criminal action or proceeding, did not reasonably believe its conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, does not, of itself, create a presumption that an Indemnifiable Person did not act in good faith and in a manner which it reasonably believed to be in or not opposed to the best interests of the Company and that, with respect to any criminal action or proceeding, it did not reasonably believe that its conduct was unlawful. Notwithstanding the foregoing, indemnification may not be made for any claim, issue or matter as to which an Indemnifiable Person has been adjudged by a court of competent jurisdiction, after exhaustion of all appeals therefrom (or by an arbitrator in a final, binding judgment), to be liable to the Company, or for amounts paid in settlement to the Company, unless and only to the extent that the court in which the action or suit was brought (or such arbitrator) or other court of competent jurisdiction (or arbitrator) determines upon application that in view of all the circumstances of the case, the Indemnifiable Person is fairly and reasonably entitled to indemnity for such expenses as the court or arbitrator deems proper.

(c) Advancement of Expenses. The reasonable expenses of the Indemnifiable Person incurred in defending a civil or criminal action, suit or proceeding may be paid by the Company as they are incurred and in advance of the final disposition of the action, suit or proceeding upon receipt of an undertaking by or on behalf of such Indemnifiable Person to repay the amount if it is ultimately determined by a court of competent jurisdiction (or by an arbitrator in a final, binding judgment) that such person is not entitled to be indemnified by the Company.

(d) Effect and Continuation. The indemnification and advancement of expenses authorized in or ordered by a court or arbitrator pursuant hereto (i) does not exclude any other rights to which a person seeking indemnification or advancement of expenses may be entitled (whether under contract or otherwise); or (ii) continue for a person who has ceased to be an Indemnifiable Person; provided that the act or omission that is the subject of the claim took place prior to the cessation of such person's status as an Indemnifiable Person; (iii) inure to the benefit of it or their respective heirs, assignees, successors, executors and administrators and (iv) shall survive the dissolution of the Company to the extent of any assets distributed by the Company on that dissolution.

(e) Insurance and Other Financial Arrangements. The Company may purchase and maintain insurance or make other financial arrangements on behalf of any Indemnifiable Person for any liability asserted against that person and liability and expenses incurred by him or her in the capacity as an Indemnifiable Person, or arising out of his or her status as such.

(f) Limitation of Liability. Except as otherwise provided herein or under applicable law, no person who is a manager or officer or both a manager and officer of the Company shall be personally liable under any judgment of a court, or in any other manner, for any debt, obligation, or liability of the Company, whether that liability or obligation arises in contract, tort, or otherwise.

(g) Repeal or Modification. Any repeal or modification of this Section 13 shall not adversely affect any rights of a person entitled to indemnification or exculpation hereunder at the time of such repeal or modification.

14. Transfer of Interests. A Member may transfer his or her interest at such time, in such amount and pursuant to such terms, in whole or in part, as the Member shall in its sole discretion determine.

15. Dissolution Events. The Company shall dissolve only upon the first to occur of any of the following events: (i) approval of the Member to dissolve the Company; or (ii) the entry of a decree of judicial dissolution under the Act.

16. Winding Up. Upon dissolution of the Company the Manager shall wind up the Company's affairs.

17. Liquidating Distributions. Following the dissolution of the Company, the assets of the Company shall be applied to satisfy claims of creditors and distributed to the Member in liquidation as provided in the Act by the persons charged with winding up the affairs of the Company.

18. Books and Records. The Company shall keep books and records at its principal place of business, which shall set forth an accurate account of all transactions of the Company and which shall enable the Company to comply with the requirement that it segregate and account for its assets and liabilities separately from those of the Member. The Company shall prepare financial statements at least annually, which shall include at least a balance sheet and income statement.

19. Binding Effect. Except as otherwise provided in this Agreement, every covenant, term, and provision of this Agreement shall be binding upon and inure to the benefit of the Member, and such Member's successors, transferees and assigns.

20. Entire Agreement. This Agreement constitutes the entire agreement with respect to the affairs of the Company and the conduct of its business, and supersedes all prior agreements and understandings, whether oral or written. The Company shall have no oral operating agreements.

21. Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.

22. Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

23. Governing Law. The laws of the State of Delaware shall govern the validity of this Agreement, the construction and interpretation of its terms, and organization and internal affairs of the Company and the limited liability of its Manager(s), Member and other owners.

IN WITNESS WHEREOF, the Member has executed this Limited Liability Company Operating Agreement effective as of the Effective Date.

MOLINA HEALTHCARE, INC.,
a Delaware corporation

/s/ Jeff D. Barlow
Jeff D. Barlow, Secretary

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 06/ 03/ 1998
981213283 - 2903957

CERTIFICATE OF FORMATION
OF
ASPEN MSO, LLC

The undersigned person acting as an authorized person of a limited liability company pursuant to the Delaware Limited Liability Company Act adopts the following Certificate of Formation:

1. **Name**. The name of the limited liability company formed hereby is ASPEN MSO, LLC.

2. **Duration**. Its period of duration is until January 1, 2035, unless sooner dissolved.

3. **Registered Agent and Office**. The name of its registered agent is Corporation Service Company, 1013 Centre Road, Wilmington, New Castle County, Delaware, 19805.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation on June 3, 1998.

/s/ Corinne Lloyd
CORINNE LLOYD
Authorized Person

CERTIFICATE OF MERGER
(Pursuant to Section 18209)

The undersigned hereby certifies as follows:

1. Aspen MSO, LLC, a California limited liability company, is merging into and with Aspen MSO, LLC, a Delaware limited liability company.

2. An Agreement of Merger has been approved and executed by each of the above-referenced limited liability companies with respect to the merger.

3. The surviving entity of the merger will be Aspen MSO, LLC, a Delaware limited liability company.

4. The effective date of the merger shall be on the date of filing of this Certificate with the Delaware Secretary of State.

5. The Agreement of Merger is on file at the principal executive office of Aspen MSO, LLC, a Delaware limited liability company at 17100 Pioneer Boulevard, Suite 300, Cerritos, California 90701-2709.

6. A copy of the Agreement of Merger will be furnished by Aspen MSO, LLC, on request and without cost to any member of (i) Aspen MSO, LLC, a California limited liability company, or (ii) Aspen MSO, LLC, a Delaware limited liability company.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Merger the 8th day of June, 1998.

ASPEN MSO, LLC,
a Delaware limited liability company

By: AYS MANAGEMENT, INC.,
a California corporation, its Manager

By: /s/ Edward Grill
Edward Grill
Chief Financial Officer

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00AM 06/10/1998
981225048 - 2903957

State of Delaware
Secretary of State
Division of Corporations
Delivered 06:19PM 03/11/2005
FILED 06:01 PM 03/11/2005
SRV 050208596 - 2903957 FILE

STATE OF DELAWARE

CERTIFICATE OF AMENDMENT

1. Name of Limited Liability Company: ASPEN MSO, LLC

2. The Certificate of Formation of the limited liability company is hereby amended as follows:
ARTICLE FIRST: The name of the Limited Liability Company is: PROVIDENCE OF CALIFORNIA, LLC

IN WITNESS WHEREOF, the undersigned have executed this Certificate on the 10 day of March, A.D., 2005.

By: /s/ Craig Norris
Authorized Person(s)

Name: Craig Norris, President
Print or Type

State of Delaware
Secretary of State
Division of Corporations
Delivered 05:04 PM 04/13/2005
FILED 04:47 PM 04/13/2005
SRV 050300400 - 2903957 *FILE*

STATE OF DELAWARE

CERTIFICATE OF AMENDMENT

1. Name of Limited Liability Company: Providence of California, LLC

2. The Certificate of Formation of the limited liability company is hereby amended as follows:
The name of the Limited Liability Company shall be: Providence Community Services, LLC

IN WITNESS WHEREOF, the undersigned have executed this Certificate on the 8th day of April, A.D., 2005.

By: /s/ Craig Norris
Authorized Person(s)

Name: Craig Norris, President
Print or Type

State of Delaware
Secretary of State
Division of Corporations
Delivered 01:43 PM 11/02/2015
FILED 01:43 PM 11/02/2015
SR 20150735635 - File Number 2903957

STATE OF DELAWARE

CERTIFICATE OF AMENDMENT

1. Name of Limited Liability Company: Providence Community Services, LLC.

2. The Certificate of Formation of the limited liability company is hereby amended as follows:

    1. The name of the limited liability company is Pathways Community Services LLC.

IN WITNESS WHEREOF, the undersigned has executed this Certificate on this 2nd day of November, A.D. 2015.

By: /s/ Jeff D. Barlow
Authorized Person

Name: Jeff D. Barlow, Secretary
Print or Type

AMENDED AND RESTATED

LIMITED LIABILITY COMPANY OPERATING AGREEMENT

OF

PATHWAYS COMMUNITY SERVICES LLC,

A Delaware Limited Liability Company

(FORMERLY KNOWN AS PROVIDENCE COMMUNITY SERVICES, LLC)

This Amended and Restated Limited Liability Company Operating Agreement (this "Agreement") is made and entered into effective as of April 8, 2016 (the "Effective Date"), by Pathways Health and Community Support LLC, a Delaware limited liability company, as the sole member (the "Member") of Pathways Community Services LLC, a Delaware limited liability company (the "Company").

1. The Company was formed on June 3, 1998, upon the filing of the Company's Certificate of Formation (the "Certificate") with the Delaware Division of Corporations pursuant to the Delaware Limited Liability Company Act (the "Act"). The rights and obligations of the Member and the terms and conditions of the Company shall be governed by the provisions of the Act and this Agreement. To the extent the provisions of the Act and this Agreement are inconsistent with respect to any subject matter covered in this Agreement, this Agreement shall govern, but only to the extent permitted by law.

2. Name. The name of the Company shall be Pathways Community Services LLC.

3 . Purpose. The purpose of the Company is to transact business as a provider of health care services and to engage in any lawful activity that a limited liability company may carry on under the Act.

4. Principal Executive Office. The principal executive office for the transaction of business of the Company is hereby fixed and located at 4281 Katella Avenue, Suite 201, Los Alamitos, California 90720. The location of the principal executive office may be changed by approval of a majority of the authorized Managers, and additional offices may be established and maintained at such other place or places, either within or without the State of California, as the Board of Managers may from time to time designate.

5 . Other Offices. Branch or subordinate offices may at any time be established by the Board of Managers at any place or places where the Company is qualified to do business.

6 . Registered Office; Registered Agent. The address of the Company's registered office in the State of Delaware shall be 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808,

and the name of its initial registered agent at such address shall be Corporation Service Company. The Company's registered agent or registered office may be changed by approval of a majority of the authorized Managers.

7 . Commencement and Term. The term of the Company commenced on June 3, 1998, and shall continue until it is dissolved, its affairs are wound up, and final liquidating distributions are made pursuant to this Agreement. Except as otherwise provided herein, the Company shall have perpetual existence.

8. Tax Classification; Requirement of Separate Books and Records and Segregation of Assets and Liabilities. The Member acknowledges that because the Company will be deemed to have a single member for tax purposes, pursuant to Treasury Regulations Section 301.7701-3, the Company shall be disregarded as an entity separate from its owners for federal income tax purposes until the effective date of any election it may make to change its classification for federal income tax purposes to that of a corporation by filing IRS Form 8832, Entity Classification Election, or until the Company has more than one member for tax purposes, in which case it would be treated as a partnership for federal income tax purposes (provided that the Company has not elected on Form 8832 to be treated as a corporation). In all events, however, the Company shall keep books and records separate from those of the Member and shall at all times segregate and account for all of its assets and liabilities separately from those of the Member.

9 . Fiscal Year. The fiscal year of the Company shall end on December 31st of each year, unless another fiscal year is otherwise required by the U.S. Internal Revenue Code of 1986, as amended, or any corresponding provision of any succeeding law.

10. Title to Assets; Transactions. The Company shall keep title to all of its assets in its own name and not in the name of the Member. The Company shall enter into and engage in all transactions in its own name and not in the name of the Member.

11. Capital Contributions. As of the date hereof, the Member has made capital contributions to the Company on the dates and equal to the amounts reflected in the books and records of the Company. The Member shall make additional capital contributions in such form and at such time as the Member shall determine in its sole and absolute discretion; provided, however, that any such additional capital contributions shall be evidenced in writing and recorded in the books and records of the Company.

12. Liability of Member. The Member shall not be liable for any debts or losses of capital or profits of the Company, whether arising in contract, tort or otherwise, or be required to contribute or lend funds to the Company.

13. Distributions. Subject only to (i) the laws of fraudulent conveyance of the State of Delaware; (ii) regulatory requirements applicable to the Company; and (iii) any and all other contractual restrictions agreed to by the Company or the Member in writing, the Board of Managers shall have authority to cause the Company to distribute cash or property to the Member, in such amounts, at such times and as of such record dates as the Board shall determine.

14. Management.

(a) Responsibility of Board of Managers. Subject to the provisions of the Act and to any limitations in the Certificate, the business and affairs of the Company shall be managed and all powers shall be exercised by or under the direction of the Board of Managers. The Board may delegate the management of the day-to-day operation of the business of the Company to a management company or other person, provided that the business and affairs of the Company shall be managed and all powers shall be exercised under the ultimate direction of the Board.

(b) Number and Qualification of Managers. The authorized number of Managers shall be not less than one (1) nor more than three (3), and the exact number of Managers shall be one (1) until changed, within the limits specified above, by approval of the Member. No reduction of the authorized number of Managers shall have the effect of removing any Manager before that Manager's term of office expires. Each Manager shall be a natural person of at least eighteen (18) years of age and otherwise need not be a resident of the State of Delaware.

(c) Term. Removal. Successors. Unless the Manager resigns or is removed, the Manager shall hold office until his or her successor is elected and qualified. Any vacancy occurring for any reason in the Board of Managers shall be filled by approval of the Member.

(d) Compensation of Managers. Managers, as such, shall not receive any stated salary for their services as managers, but by resolution of the Board of Managers a fixed sum and expense of attendance, if any, may be allowed for attendance at each regular and special meeting of the Board; provided that nothing herein contained shall be construed to preclude any Manager from serving the Company in any other capacity and receiving compensation therefor.

(e) Committees of the Board. One of more Committees of the Board of Managers may be appointed by resolution passed by a majority of the authorized number of Managers of the Board. Each Committee shall be composed of one (1) or more Managers of the Board, and shall have such powers of the Board as may be expressly delegated to it by resolution of the Board, as permitted by the Act. The Board by resolution adopted by a majority of the entire Board may fill any vacancy in a Committee, appoint alternate members, abolish a Committee and remove any Manager from membership on a Committee.

The provisions of this Agreement governing meetings of Managers, notices of meeting, waiver of notice, quorum, and voting shall apply to meetings of a Committee. Any Committee, to the extent provided in the resolution of the Board, shall have all the authority of the Board, except with respect to:

(i) The adoption, amendment, or the approval of any action for which the Act also requires approval by the Member of the Company;

(ii) The creation or filling of vacancies on the Board or any Committee of the Board;

(iii) The fixing of compensation of the Managers for serving on the Board or on any Committee;

(iv) The adoption, alteration, amendment or repeal of this Agreement or the adoption of a new limited liability company operating agreement;

(v) The amendment of the Certificate of Formation;

(vi) The amendment or repeal of any resolution of the Board which by its express terms is not so amendable or repealable;

(vii) A distribution to the Member, except at a rate or in a periodic amount or within a price range determined by the Board;

(viii) The appointment of any other Committees of the Board or the members of these Committees;

(ix) The approval of a plan of merger or share exchange or conversion of the Company;

(x) The authorization or approval of the issuance, sale or contract for the sale of interests in the Company or determined rights, preferences or limitations, except within the limits prescribed by the Board;

(xi) The election or removal of any officer or member of any Committee; or

(xii) The action on matters committed by this Agreement or resolution of the Board exclusively to another Committee of the Board.

(f) Resignation of a Manager. Any Manager may resign effective upon giving written notice to the Chairman of the Board of Managers, the President, the Board of Managers of the Company, the Member, or as otherwise allowed under the Act, unless the notice specifies a later time for the effectiveness of such resignation. If the resignation is effective at a future time, a successor may be elected to take office when the resignation becomes effective.

(g) Meetings of Managers. Meetings of the Board of Managers may be called by the Chairman of the Board, or the President, or any Vice President, or the Secretary, or any two (2) Managers and shall be held at the principal executive office of the Company, unless some other place is designated in the notice of the meeting. Any Manager may participate in a meeting through use of a conference telephone or similar communications equipment so long as all Managers participating in such a meeting can hear one another. Accurate minutes of any meeting of the Board

or any Committee thereof, shall be maintained by the Secretary or other officer designated for that purpose. For special meetings of the Board of Managers, at least forty eight (48) hours' notice of the time, place and purpose of special meetings shall be delivered personally to the Managers or personally communicated to them by telephone, telegraph, or electronic transmission. Regular meetings of the Board may be held without notice if the time and place of such meetings are fixed by the Board. Unless the Act provides otherwise, the notice of a regular (including annual) meeting need not specify the purpose of the meeting.

(h) Special Meeting of Managers and Required Notices. If the notice of a special meeting is sent to a Manager by letter, it shall be addressed to him or her at his or her address as it is shown upon the records of the Company, or if it is not so shown on such records or is not readily ascertainable, at the place in which the meetings of the Managers are regularly held. In case such notice is mailed, it shall be deposited in the United States mail, postage prepaid, in the place in which the principal executive office of the Company is located at least four (4) days prior to the time of the holding of the meeting. The mailing, telegraphing, telephoning or delivery as above provided and any other method allowed by the Act shall be due, legal, and personal notice to the Manager.

(i) Notice of Adjournment of Meetings. A majority of Managers present at a meeting, whether or not constituting a quorum, may adjourn the meeting to another time and place. Notice of the time and place of holding an adjourned meeting need not be given to absent Managers if the time and place be fixed at the meeting adjourned and held within any twenty four (24) hours, but if adjourned more than twenty-four (24) hours, notice shall be given to all Managers not present at the time of the adjournment.

(j) Waiver or Lack of Notice of Meeting of Managers. If there is any lack of required notice of any meeting of Managers, then the transactions thereof are as valid as if had at a meeting regularly called and noticed provided all of the Managers are present at the meeting of Managers, however called or noticed, or all of the Managers not present sign a written consent to the holding of the meeting or approval of the minutes on the records of such meeting, before or after the time or date of meeting stated in the notice. The waiver, consent or approval shall be filed with the Secretary of the Company with the minutes or corporate records. If a Manager attends a meeting without notice but without protesting or objecting to the holding of the meeting prior thereto or at its commencement, the Manager shall be treated as present at the meeting and as waiver of any notice to him.

(k) Managers Action without Meeting. Any action required or permitted to be taken by the Board of Managers may be taken without a meeting and with the same force and effect as if taken by a unanimous vote of the Managers, if authorized by a writing setting forth the action taken and signed individually or collectively by all members of the Board. Such consent reflecting the action taken shall be filed with the regular minutes of the Board or filed with corporate records.

(l) Quorum for Meetings of Managers. Unless otherwise provided under the Act, a majority of the total number of Managers shall be necessary to constitute a quorum for the transaction of business. The action of a majority of the Managers present at any meeting at which there is a quorum, when duly assembled, is valid as a limited liability company act; provided that a minority of the Managers, in the absence of a quorum, may adjourn from time to time, but may not transact any business. A meeting at which a quorum is initially present may continue to transact

business, notwithstanding the withdrawal of Managers, if any action taken is approved by a majority of the required quorum for such meeting.

(m) Electronic Participation in Meetings of Managers. Members of the Board may participate in a meeting of Managers by means of a telephone conference, electronic video screen communication, electric transmission by and to the Company, or any similar method of electronic communication by which all persons participating in the meeting can hear each other. Participation by such means constitutes presence in person at the meeting.

15. Officers. The officers of the Company shall be a President, a Secretary, and a Treasurer. The Company may also have, at the discretion of the Board of Managers, a Chairman of the Board, one or more Vice Presidents, one or more Assistant Secretaries, one or more Assistant Vice Presidents, and such other officers as may be appointed in accordance with the provisions of Section 15(b) below. Any number of offices may be held by the same persons. Any two (2) or more offices may be held simultaneously by the same person.

(a) Appointment of Officers. The officers of the Company, except such officers as may be appointed in accordance with the provisions of Section 15(b) below relating to appointment of subordinate officers, or Section 15(d) below relating to vacancies, shall be chosen annually by the Board of Managers, and each shall hold office until he or she shall resign or shall be removed or otherwise disqualified to serve, or a successor shall be elected and qualified.

(b) Subordinate Officers. The Board of Managers may appoint such other officers as the business of the Company may require, each of whom shall hold office for such period, have such authority and perform such duties as are provided in this Agreement or as the Board may from time to time determine.

(c) Removal and Resignation of Officers. Subject to the rights, if any, of an officer under any contract of employment, any officer may be removed, either with or without cause, by the Board of Managers, at any regular or special meeting to the Board. Any officer may resign at any time by giving written notice to the Company. Any resignation shall take effect at the date of the receipt of that notice or at any later time specified in that notice; and, unless otherwise specified in that notice, the acceptance of the resignation shall not be necessary to make it effective. Any resignation is without prejudice to the rights, if any, of the Company under any contract to which the officer is a party.

(d) Vacancies in an Office. A vacancy in any office because of death, resignation, removal, disqualification, or any other cause shall be filled in the manner prescribed in this Agreement for regular appointments to that office.

(e) Chairman of the Board. The Chairman of the Board of Managers, if such an officer be elected, shall, if present, preside at meetings of the Board and exercise and perform such other powers and duties as may be from time to time assigned by the Board or prescribed by this Agreement. If there is no President, the Chairman of the Board shall in addition be the Chief Executive Officer of the Company and shall have the powers and duties prescribed in Section 15(f) below.

(f) President. Subject to such supervisory powers, if any, as may be given by the Board of Managers to the Chairman of the Board, if there be such an officer, the President shall be the Chief Executive Officer of the Company and shall, subject to the control of the Board, have general supervision, direction and control of the business and officers of the Company. He or she, in the absence of the Chairman of the Board, or if there be none, shall preside at all meetings of the Board. The President shall be ex officio a member of all the standing Committees, including the Executive Committee, if any, and shall have such other powers and duties as may be prescribed by the Board or this Agreement.

(g) Vice President. In the absence of the President, the Vice President, if any, in order of their rank as fixed by the Board of Managers, or if not ranked, the Vice President designated by the Board, shall perform all the duties of the President, and when so acting shall have all the powers of, and be subject to, all the restrictions upon, the President. The Vice President shall have such other powers and perform such other duties as from time to time may be prescribed for them respectively by the Board or this Agreement.

(h) Secretary. The Secretary shall have the following duties:

(i) Book of Minutes. The Secretary shall keep, or cause to be kept, a book of minutes at the principal office or such other place as the Board of Managers may order, of all meetings of the Board, with the time and place of holding, whether regular or special, and if special, how authorized, the notice thereof given, the names of those present at each meeting of the Board and the proceedings thereof.

(ii) Notice of Meetings. The Secretary shall give, or cause to be given, notice of all the meetings of the Board required by this Agreement or by law. He or she shall have such other powers and perform such other duties as may be prescribed by the Board or by this Agreement.

(i) Treasurer. The Treasurer shall keep and maintain, or cause to be kept and maintained in accordance with generally accepted accounting principles, adequate and correct accounts of the properties and business transactions of the Company, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, and earnings (or surplus). The books of account shall at all reasonable times be open to inspection by any Manager.

The Treasurer shall deposit all moneys and other valuables in the name and to the credit of the Company with such depositaries as may be designated by the Board of Managers. He or she shall disburse the funds of the Company as may be ordered by the Board, shall render to the President and Managers, whenever they request it, an account of all of his or her transactions and of the financial condition of the Company, and shall have such other powers and perform such other duties as may be prescribed by the Board or this Agreement.

16. Insurance and Other Financial Arrangements. The Company may purchase and maintain insurance or make other financial arrangements on behalf of any Managers and officers

for any liability asserted against that person and liability and expenses incurred by him or her in the capacity as a Manager or officer, or arising out of his or her status as such.

17. Limitation of Liability. Except as otherwise provided herein or under applicable law, no person who is a Manager or officer of the Company shall be personally liable under any judgment of a court, or in any other manner, for any debt, obligation, or liability of the Company, whether that liability or obligation arises in contract, tort, or otherwise.

18. Transfer of Interests. The Member may transfer his or her interest at such time, in such amount and pursuant to such terms, in whole or in part, as the Member shall in its sole discretion determine.

19. Dissolution Events. The Company shall dissolve only upon the first to occur of any of the following events: (i) approval of the Member to dissolve the Company; or (ii) the entry of a decree of judicial dissolution under the Act.

20. Winding Up. Upon dissolution of the Company the Managers shall wind up the Company's affairs.

21. Liquidating Distributions. Following the dissolution of the Company, the assets of the Company shall be applied to satisfy claims of creditors and distributed to the Member in liquidation as provided in the Act by the persons charged with winding up the affairs of the Company.

22. Books and Records. The Company shall keep books and records at its principal place of business, which shall set forth an accurate account of all transactions of the Company and which shall enable the Company to comply with the requirement that it segregate and account for its assets and liabilities separately from those of the Member. The Company shall prepare financial statements at least annually, which shall include at least a balance sheet and income statement.

23. Binding Effect. Except as otherwise provided in this Agreement, every covenant, term, and provision of this Agreement shall be binding upon and inure to the benefit of the Member, and such Member's successors, transferees and assigns.

24. Entire Agreement. This Agreement constitutes the entire agreement with respect to the affairs of the Company and the conduct of its business, and supersedes all prior agreements and understandings, whether oral or written including, without limitation, the Amended and Restated Operating Agreement of Providence Community Services, LLC (formerly known as Aspen MSO, LLC), effective May 2014. The Company shall have no oral operating agreements.

25. Amendment by Member. The Member may from time to time amend, modify, repeal or otherwise change any provision of, or add any provision to, this Agreement. Any such amendment shall be in writing.

26. Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.

27. Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

28. Governing Law. The laws of the State of Delaware shall govern the validity of this Agreement, the construction and interpretation of its terms, and organization and internal affairs of the Company and the limited liability of its Manager(s), the Member and other owners.

29. Execution of Contracts and Instruments. The Board, except as otherwise provided in this Agreement, may authorize any officer or officers, or agent or agents, to enter into any contract or execute any instrument in the name of and on behalf of the Company; such authority may be general or confined to specific instances. Unless so authorized or ratified by the Board or within the agency power of an officer, no officer, agent or employee shall have any power or authority to bind the Company by any contract or engagement, or to pledge its credit or to render it liable for any purpose or for any amount.

IN WITNESS WHEREOF, the Member has executed this Amended and Restated Limited Liability Company Operating Agreement effective as of the Effective Date.

MEMBER:

PATHWAYS HEALTH AND COMMUNITY SUPPORT LLC, a Delaware limited liability company

/s/ Jeff D. Barlow
By: Jeff D. Barlow
Its: Secretary

9557-1615

Microfilm Number _____

Entity Number 2654779

Filed with the Department of State on SEP 0 5 1995

Secretary of the Commonwealth

ARTICLES OF INCORPORATION-FOR PROFIT
OF

POTTSVILLE BEHAVIORAL COUNSELLING GROUP, INC.

Name of Corporation

A TYPE OF CORPORATION INDICATED BELOW

Indicate type of domestic corporation:

X **Business-stock** (15 Pa.C.S. § 1306)

___ **Business-nonstock** (15 Pa.C.S. § 2102)

___ **Business-statutory close** (15 Pa.C.S. § 2303)

___ **Cooperative** (15 Pa.C.S. § 7102)

___ **Management** (15 Pa.C.S. § 2702)

___ **Professional** (15 Pa.C.S. § 2903)

___ **Insurance** (15 Pa.C.S. § 3101)

DSCB:15-1306/2102/2303/2702/2903/3101/7102A (Rev 91)

In compliance with the requirements of the applicable provisions of 15 Pa.C.S. (relating to corporations and unincorporated associations) the undersigned, desiring to incorporate a corporation for profit hereby, state(s) that:

1. The **name** of the corporation is: POTTSVILLE BEHAVIORAL COUNSELLING GROUP, INC.

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

   (a) 210 South Centre Street, Pottsville, PA 17901 - Schuylkill County
   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 corporation is incorporated under the provisions of the Business Corporation Law of 1988.

4. The aggregate number of **shares** authorized is: 100,000 shares (other provisions, if any, attach 8 1/2 x 11 sheet)

5. The **name and address,** including number and street, if any, of each **incorporator** is:

Name	Address
Ronald T. Derenzo	111 East Market Street Pottsville, PA 17901

6. The specified effective **date**, if any, is: N/A
   month | day | year | hour, if any

SEP 05 1995

M. BURR KEIM COMPANY
(215) 563-8113 (800) 532-8113

9657-1616

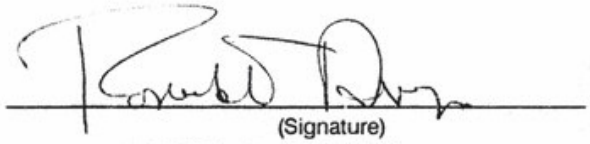
7. Any additional provisions of the articles, if any, attach an 8 1/2 x 11 sheet.

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 1st day of September, 19 95.

_____
(Signature)


(Signature)
RONALD T. DERENZO

Entity #: 2654779
Date Filed: 04/05/2006
Pedro A. Cortés
Secretary of the Commonwealth

PENNSYLVANIA DEPARTMENT OF STATE
CORPORATION BUREAU

Articles of Amendment-Domestic Corporation

(15 Pa.C.S.)

[X] Business Corporation (§ 1915)
[ ] Nonprofit Corporation (§ 5915)

Name
Ronald T. Derenzo, Esquire
Address DERENZO & ZERBE
111 East Market Street, P.O. Box 207
City State Zip Code
Pottsville, PA 17901-0207

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

Fee: $70

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:
POTTSVILLE BEHAVIORAL COUNSELLING GROUP, 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) Number and Street | City | State | Zip | County
210 South Centre Street, Pottsville, PA 17901 Schuylkill

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

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

4. The date of its incorporation:
September 5, 1995

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

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

[ ] The amendment shall be effective on: _____ (Date) at _____ (Hour)

Commonwealth of Pennsylvania
ARTICLES OF AMENDMENT-BUSINESS 3 Page(s)

T0610163142

PA DEPT. OF STATE

APR 0 5 2006

DSCB:15-1915/5915–2

6. *Check one of the following*:

[X] 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:*

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

The name of the corporation shall be:

PROVIDENCE COMMUNITY SERVICES OF PENNSYLVANIA, INC.

[ ] 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

30th day of March,

2006.

POTTSVILLE BEHAVIORAL COUNSELLING GROUP, INC., to be amended to PROVIDENCE COMMUNITY SERVICES OF PENNSYLVANIA, INC.

Name of Corporation

Signature

Fletcher McCusker

Chief Executive Officer

Title

Entity #: 2654779
Date Filed: 07/20/2006
Pedro A. Cortés
Secretary of the Commonwealth

PENNSYLVANIA DEPARTMENT OF STATE
CORPORATE BUREAU

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

Entity Number
2654779

_X_ Business Corporation (§ 1915)
___ Nonprofit Corporation (§ 1915)

Name: ESQUIRE ASSIST
Address: COUNTER PICK UP
City:

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

T062026315

Commonwealth of Pennsylvania
ARTICLES OF AMENDMENT-BUSINESS 3 Page(s)

Fee: $70

Filed in the Department of State on _____

Secretary of the Commonwealth

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

1. The name of the corporation is:
PROVIDENCE COMMUNITY SERVICES OF PENNSYLVANIA, 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) Name and Street	City	State	Zip	County
210 S. Centre Street	Pottsville	PA	17901	Schuylkill

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

3. The statute by or under which it was incorporated:
BUSINESS CORPORATION LAW OF 1988

4. The date of its incorporation:
September 5, 1995

5. *Check, and if appropriate complete, one of the following:*
_X_ The amendment shall be effective upon filing these Articles of Amendment in the Department of State.
___ The amendment shall be effective on: _____ at _____
Date Hour

117562 [illegible] 562883

PA DEPT OF STATE
2006 JUL 20 PM 4:39

6. *Check one of the following:*

__X__ 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:*

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

That Article 1 of the Articles of Incorporation be amended to read in its entirety as follows: "The name of the corporation is: Providence Community Services, Inc."

__N/A__ 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:*

__N/A__ The restated Articles of Incorporation supersedes 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

__30th__ day of July, 2006.

Providence Community Services of Pennsylvania, Inc..
Name of Corporation

Michael Deitch
Signature

Secretary & Treasurer
Title

Entity# : 2654779
Date Filed : 09/02/2015
Pedro A. Cortés
Secretary of the Commonwealth

PENNSYLVANIA DEPARTMENT OF STATE
BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZATIONS

☐ **Return document by mail to:** 563364

Name: RETURN PER INSTRUCTIONS ON EXPEDITE FORM

Address

City State Zip Code

☑ **Return document by email to:** t

Statement of Conversion

TCO150902MC0645

Read all instructions prior to completing.

Fee: $70

In compliance with the requirements of the applicable provisions of 15 Pa.C.S. § 355 (relating to Statement of conversion), the undersigned association, desiring to effect a conversion, hereby states that:

A. For the converting association:

1. The name of the converting association is: Providence Community Services, Inc.
2. The jurisdiction of formation of the converting association is: Pennsylvania
3. The type of association is (check only one):

☑ Business Corporation	☐ Limited Partnership	☐ Business Trust
☐ Nonprofit Corporation	☐ Limited Liability (General) Partnership	☐ Professional Association
☐ Limited Liability Company	☐ Limited Liability Limited Partnership	☐ Other _____

4. Date on which the association was created, incorporated, formed or otherwise came into existence:

09/05/1995
(MM/DD/YYYY)

5. If the converting association is a domestic filing association (a Pennsylvania business corporation, nonprofit corporation, limited partnership, limited liability company, professional association or business trust), the statute under which it was first created, incorporated, formed or otherwise came into existence:

Business Corporation Law of 1988
(ex. Business Corporation Law of 1988, Limited Liability Company Law of 1994, etc.)

2015 SEP -2 PM 1:08

COMM OF PA
DEPT OF STATE

6. Check and complete one of the following addresses for the converting association.

☑	**If the converting association is a domestic filing association, domestic limited liability partnership or registered foreign association,** the current registered office address as on file with the Department of State. *Complete part (a) **OR** (b) – not both:* (a) _____ Number and street City State Zip County (b) c/o: Corporation Service Company Dauphin Name of Commercial Registered Office Provider County
☐	**If the converting association is a domestic association that is *not* a domestic filing association or limited liability partnership,** the address, including street and number, if any, of its principal office: _____ Number and street City State Zip County
☐	**If the converting association is a nonregistered foreign association,** the address, including street and number, if any, of its registered or similar office, if any, required to be maintained by the law of its jurisdiction of formation; or if it is not required to maintain a registered or similar office, its principal office: _____ Number and street City State Zip

B. For the converted association:

1. The name of the converted association is: Providence Community Services, LLC

2. The jurisdiction of formation of the converted association is: Pennsylvania

3. The type of association is (check only one):

☐ Business Corporation	☐ Limited Partnership	☐ Business Trust
☐ Nonprofit Corporation	☐ Limited Liability (General) Partnership	☐ Professional Association
☑ Limited Liability Company	☐ Limited Liability Limited Partnership	☐ Other _____

DSCB:15-355-3

4. Check and complete one of the following addresses for the converted association.

☑	**If the converted association is a domestic filing association, domestic limited liability partnership or registered foreign association,** its registered office address. *Complete part (a) OR (b) – not both:* (a) 210 S. Centre Street (Number and street) Pottsville (City) PA (State) 17901 (Zip) SCHUYLKILL (County) (b) c/o: _____ (Name of Commercial Registered Office Provider) (County)
☐	**If the converted association is a domestic association that is *not* a domestic filing association or limited liability partnership,** the address, including street and number, if any, of its principal office: _____ (Number and street) (City) (State) (Zip) (County)
☐	**If the converted association is a nonregistered foreign association,** *complete both (1) and (2).* (1) The address, including street and number, if any, of its registered or similar office, if any, required to be maintained by the law of its jurisdiction of formation; or if it is not required to maintain a registered or similar office, its principal office address: _____ (Number and street) (City) (State) (Zip) (2) The name and address, including street and number, of its registered agent: _____ (Name of Registered Agent) _____ (Number and street) (City) (State) (Zip)

C. **Effective date of statement of conversion** (check, and if appropriate complete, one of the following):
☑ This Statement of Conversion shall be effective upon filing in the Department of State.
☐ This Statement of Conversion shall be effective on: _____ (Date (MM/DD/YYYY)) at _____ (Hour (if any)).

D. **Approval of conversion by converting association** (check only one):
☑ For converting association that is a domestic entity – The plan of conversion was approved in accordance with 15 Pa.C.S. Chapter 3, Subchapter E (relating to conversion).
☐ For converting association that is a foreign association – The conversion was approved in accordance with the law of the jurisdiction of formation of the converting association.

E. **Attachments** (see Instructions for required and optional attachments).

IN TESTIMONY WHEREOF, the undersigned converting association has caused this Statement of Conversion to be signed by a duly authorized officer thereof this 1st day of September, 2015.

Providence Community Services, Inc.
Name of Converting Association

Mildred C. Lobree
Signature

Vice President
Title

EXHIBIT A

PENNSYLVANIA DEPARTMENT OF STATE
BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZATIONS

☐ **Return document by mail to:**

Name

Address

City State Zip Code

☐ **Return document by email to:**

Certificate of Organization
Domestic Limited Liability Company
DSCB:15-8913 (rev. 7/2015)

8913

Read all instructions prior to completing. This form may be submitted online at https://www.corporations.pa.gov/.

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)*:

Providence Community 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:
(Complete (a) or (b) not both)

(a) Number and Street	City	State	Zip	County
210 S. Centre Street	Pottsville	PA	17901	Schuykill

(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: Michael C. Fidgeon

Address: c/o Providence Service Corproation
Suite 300, 10304 Spotsylvania Avenue
Fredericksburg, VA 22408

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:_____.
(MM/DD/YYYY and 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

1st day of September, 2015

Michael C. Tolleson, President
Signature

_____
Signature

_____
Signature

Entity# : 2654779
Date Filed : 11/03/2015
Pedro A. Cortés
Secretary of the Commonwealth

PENNSYLVANIA DEPARTMENT OF STATE
BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZATIONS

☐ **Return document by mail to:**

Name

Address 85540-3535

City State Zip Code

☒ **Return document by email to:** CSCPA@CSCinfo.com

Certificate of Amendment - Domestic
Limited Partnership/Limited Liability Company
DSCB:15-8512/8951 (rev. 7/2015)

TCO151103DB0627

Read all instructions prior to completing. This form may be su

Fee: $70

Check one: ☐ Limited Partnership (§ 8512) ☑ Limited Liability Company (§ 8951)

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:

Providence Community Services, LLC

2. The date of filing of the original Certificate of Limited Partnership/Organization: 09/02/2015
Date (MM/DD/YYYY)

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 is: Pathways Community Services LLC

___ 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 (MM/DD/YYYY) Hour (if any)

2015 NOV -3 AM 9:49

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

2nd day of November, 2015.

Providence Community Services, LLC

Name of Limited Partnership/Limited Liability Company

Signature

Secretary

Title

LIMITED LIABILITY COMPANY OPERATING AGREEMENT
OF
PATHWAYS COMMUNITY SERVICES LLC
A PENNSYLVANIA LIMITED LIABILITY COMPANY

This Limited Liability Company Operating Agreement (this "Agreement") is made and entered into effective as of November 1, 2015 (the "Effective Date"), by Pathways Health and Community Support, LLC, a Delaware limited liability company, as a member (the "Member") of Pathways Community Services LLC, a Pennsylvania limited liability company (the "Company").

1. Formation. The Company converted from a Pennsylvania corporation to a Pennsylvania limited liability company on September 2, 2015, upon the filing of the Company's Statement of Conversion in the office of the Secretary of State of the Commonwealth of Pennsylvania. The rights and obligations of the Member and the terms and conditions of the Company shall be governed by the provisions of Title 15 Chapter 89 of the Pennsylvania Limited Liability Company Law of 1994, as amended from time to time (the "Act"), and this Agreement. To the extent the provisions of the Act and this Agreement are inconsistent with respect to any subject matter covered in this Agreement, this Agreement shall govern, but only to the extent permitted by law.

2. Name. The name of the Company shall be Pathways Community Services LLC.

3. Purpose. The purpose of the Company is to engage in any lawful activity that a limited liability company may carry on under the Act. Nothing in this Agreement shall prohibit the Member from engaging in any business, investment or other activity of any kind, even if such business, investment or activity is competitive with the Company's business.

4. Registered Office; Registered Agent. The address of the Company's registered office in the State of Pennsylvania shall be 2595 Interstate Drive, Suite 103, Harrisburg, PA 17110, and the name of its initial registered agent at such address shall be Corporation Service Company. The Company's registered agent or registered office may be changed as provided in the Act.

5. Commencement and Term. The term of the Company as a limited liability company commenced on September 2, 2015, and shall continue until it is dissolved, its affairs are wound up and final liquidating distributions are made pursuant to this Agreement. Except as otherwise provided herein, the Company shall have perpetual existence.

6. Tax Classification; Requirement of Separate Books and Records and Segregation of Assets and Liabilities. The Member acknowledges that because the Company will be deemed to have a single Member for tax purposes, pursuant to Treasury Regulations Section 301.7701-3, the Company shall be disregarded as an entity separate from its owners for federal income tax purposes until the effective date of any election it may make to change its classification for federal income tax purposes to that of a corporation by filing IRS Form 8832, Entity Classification Election or until the Company has more than

one member for tax purposes, in which case it would be treated as a partnership for federal income tax purposes (provided that the Company has not elected on Form 8832 to be treated as a corporation). In all events, however, the Company shall keep books and records separate from those of its Member and shall at all times segregate and account for all of its assets and liabilities separately from those of its Member.

7. Title to Assets; Transactions. The Company shall keep title to all of its assets in its own name and not in the name of its Member. The Company shall enter into and engage in all transactions in its own name and not in the name of its Member.

8. Capital Contributions. As of the date hereof, the Member has made capital contributions to the Company on the dates and equal to the amounts reflected in the books and records of the Company. The Member shall make additional capital contributions in such form and at such time as the Member shall determine in its sole and absolute discretion; provided, however, that any such additional capital contributions shall be evidenced in writing and recorded in the books and records of the Company.

9. Liability of Member. The Member shall not be liable for any debts or losses of capital or profits of the Company, whether arising in contract, tort or otherwise, or be required to contribute or lend funds to the Company.

10. Distributions. Subject only to (i) the laws of fraudulent conveyance of the State of Pennsylvania and (ii) any and all other contractual restrictions agreed to by the Company or its Member in writing, the Manager shall have authority to cause the Company to distribute cash or property to the Member, in such amounts, at such times and as of such record dates as the Manager shall determine.

11. Management.

(a) Manager(s); Term; Removal; Successors. Until such time as the Member may change the number of managers as permitted herein, the Company shall have one manager (the "Manager"), who shall be Terry Bayer. Unless the Manager resigns or is removed, the Manager shall hold office until his or her successor is elected and qualified. The number of managers of the Company shall be fixed from time to time by approval of the Member. Any vacancy occurring for any reason in the number of managers shall be filled by approval of the Member.

(b) Authority. The business and affairs of the Company shall be managed exclusively by the Manager(s). The Manager(s) shall have the power to do any and all acts necessary or convenient to or for the furtherance of the purposes of the Company described herein, including all powers, statutory or otherwise, which may be delegated to the Manager(s) by the Member under the laws of the State of Pennsylvania. The Manager(s) is/are hereby designated as the authorized persons, to execute, deliver and file any certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in any jurisdiction in which the Company may wish to conduct business.

12. Officers. The Manager(s) may establish one or more officer positions for the Company, including a chairperson, president, vice president, secretary and chief financial officer. The officers shall exercise such powers and perform such duties as determined from time to time by the Manager(s).

13. Indemnification; Limited Liability.

(a) Certain Terms. For the purposes of this Section 13, "agent" means any person who is or was a manager, officer, employee or other agent of the Company, or is or was serving at the request of the Company as a manager, director, officer, employee or agent of another foreign or domestic company, partnership, joint venture, trust or other enterprise, or was a manager, director, officer, employee or agent of a foreign or domestic company which was a predecessor company of the Company or of another enterprise at the request of such predecessor company; "proceeding" means any threatened, pending or completed action or proceeding, whether civil, criminal, administrative or investigative; and "expenses" includes, without limitation, attorneys' fees and any expenses of establishing a right to indemnification under this Section 13.

(b) Indemnification of Agents. The Company shall, to the fullest extent permitted under the Act, indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding (including, without limitation, arbitration), by reason of the fact that the person is or was a manager, or a member, partner, manager, affiliate, officer, director, employee or agent of a manager, or an officer, employee or agent of the Company or any Person who is or was serving at the request of the manager or the Company as a manager, member, partner, director, officer, employee or agent of another company or person ("Indemnifiable Person"), against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement actually incurred by it in connection with the action, suit or proceeding except by reason of the fraud or willful misconduct of such lndemnifiable Person, provided that such Indemnifiable Person acted in good faith and in a manner which it reasonably believed to be in or not opposed to the best interests of the Company and, with respect to any criminal action or proceeding, did not reasonably believe its conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, does not, of itself, create a presumption that an Indemnifiable Person did not act in good faith and in a manner which it reasonably believed to be in or not opposed to the best interests of the Company and that, with respect to any criminal action or proceeding, it did not reasonably believe that its conduct was unlawful. Notwithstanding the foregoing, indemnification may not be made for any claim, issue or matter as to which an Indemnifiable Person has been adjudged by a court of competent jurisdiction, after exhaustion of all appeals therefrom (or by an arbitrator in a final, binding judgment), to be liable to the Company, or for amounts paid in settlement to the Company, unless and only to the extent that the court in which the action or suit was brought (or such arbitrator) or other court of competent jurisdiction (or arbitrator) determines upon application that in view of all the circumstances of the case, the Indemnifiable Person is fairly and reasonably entitled to indemnity for such expenses as the court or arbitrator deems proper.

(c) Advancement of Expenses. The reasonable expenses of the Indemnifiable Person incurred in defending a civil or criminal action, suit or proceeding may be paid by the Company as they are incurred and in advance of the final disposition of the action, suit or proceeding upon receipt of an

undertaking by or on behalf of such lndemnifiable Person to repay the amount if it is ultimately determined by a court of competent jurisdiction (or by an arbitrator in a final, binding judgment) that such person is not entitled to be indemnified by the Company.

(d) Effect and Continuation. The indemnification and advancement of expenses authorized in or ordered by a court or arbitrator pursuant hereto (i) does not exclude any other rights to which a person seeking indemnification or advancement of expenses may be entitled (whether under contract or otherwise); or (ii) continue for a person who has ceased to be an Indemnifiable Person; provided that the act or omission that is the subject of the claim took place prior to the cessation of such person's status as an Indemnifiable Person; (iii) inure to the benefit of it or their respective heirs, assignees, successors, executors and administrators and (iv) shall survive the dissolution of the Company to the extent of any assets distributed by the Company on that dissolution.

(e) Insurance and Other Financial Arrangements. The Company may purchase and maintain insurance or make other financial arrangements on behalf of any Indemnifiable Person for any liability asserted against that person and liability and expenses incurred by him or her in the capacity as an lndemnifiable Person, or arising out of his or her status as such.

(f) Limitation of Liability. Except as otherwise provided herein or under applicable law, no person who is a manager or officer or both a manager and officer of the Company shall be personally liable under any judgment of a court, or in any other manner, for any debt, obligation, or liability of the Company, whether that liability or obligation arises in contract, tort, or otherwise.

(g) Repeal or Modification. Any repeal or modification of this Section 13 shall not adversely affect any rights of a person entitled to indemnification or exculpation hereunder at the time of such repeal or modification.

14. Transfer of Interests. A Member may transfer his or her interest at such time, in such amount and pursuant to such terms, in whole or in part, as the Member shall in its sole discretion determine.

15. Dissolution Events. The Company shall dissolve only upon the first to occur of any of the following events: (i) approval of the Member to dissolve the Company; or (ii) the entry of a decree of judicial dissolution under the Act.

16. Winding Up. Upon dissolution of the Company the Manager shall wind up the Company's affairs.

17. Liquidating Distributions. Following the dissolution of the Company, the assets of the Company shall be applied to satisfy claims of creditors and distributed to the Member in liquidation as provided in the Act by the persons charged with winding up the affairs of the Company.

18. Books and Records. The Company shall keep books and records at its principal place of business, which shall set forth an accurate account of all transactions of the Company and which shall enable the Company to comply with the requirement that it segregate and account for its assets and liabilities separately from those of the Member. The Company shall prepare financial statements at least annually, which shall include at least a balance sheet and income statement.

19. Binding Effect. Except as otherwise provided in this Agreement, every covenant, term, and provision of this Agreement shall be binding upon and inure to the benefit of the Member, and such Member's successors, transferees and assigns.

20. Entire Agreement. This Agreement constitutes the entire agreement with respect to the affairs of the Company and the conduct of its business, and supersedes all prior agreements and understandings, whether oral or written. The Company shall have no oral operating agreements.

21. Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.

22. Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

23. Governing Law. The laws of the State of Pennsylvania shall govern the validity of this Agreement, the construction and interpretation of its terms, and organization and internal affairs of the Company and the limited liability of its Manager(s), Member and other owners.

IN WITNESS WHEREOF, the Member has executed this Limited Liability Company Operating Agreement effective as of the Effective Date.

Pathways Community Services LLC,
a Pennsylvania limited liability company

/s/ Jeff D. Barlow

Jeff D. Barlow, Secretary

CERTIFICATE OF FORMATION

OF

PROVIDENCE HUMAN SERVICES, LLC

This Certificate of Formation of Providence Human Services, LLC (the "Company"), dated as of December 4, 2014, is being duly executed and filed by Tene Wright, an individual, as an authorized person,to form a limited liability company under the Delaware Limited Liability Company Act (6 Del.C. §18-101, et. seq.).

FIRST. The name of the limited liability company formed hereby is Providence Human Services, LLC.

SECOND. The address of the registered office of the Company in the State of Delaware is 2711 Centerville Road, Suite 400, Wilmington, DE 19808.

THIRD. The name and address of the registered agent for service of process on the Company in the State of Delaware is Corporation Service Company, 2711Centerville Road, Suite 400, Wilmington, New Castle County, DE 19808.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation as of the date first above written.

Authorized Person:

/s/ Tene Wright
Tene Wright
Organizer

STATE OF DELAWARE

CERTIFICATE OF AMENDMENT

1. Name of Limited Liability Company: Providence Human Services, LLC.

2. The Certificate of Formation of the limited liability company is hereby amended as follows:

    1. The name of the limited liability company is Pathways Health and Community Support LLC.

IN WITNESS WHEREOF, the undersigned has executed this Certificate on this 2nd day of November, A.D. 2015.

By: /s/ Jeff D. Barlow
Authorized Person

Name: Jeff D. Barlow, Secretary
Print or Type

Amended and Restated Limited Liability Company Agreement
of
Pathways Health and Community Support LLC

This Amended and Restated Limited Liability Company Agreement ("**Agreement**") of Pathways Health and Community Support LLC (f/k/a Providence Human Services, LLC) (the "**Company**"), effective as of November 2, 2015 (the "**Effective Date**"), is entered into by Molina Pathways, LLC, as the sole member of the Company (the "**Member**").

WHEREAS, the Company was formed as a limited liability company on December 4, 2014 by the filing of a Certificate of Formation with the Secretary of State of the State of Delaware pursuant to and in accordance with the Delaware Limited Liability Company Act, as amended from time to time (the "**Act**"); and

WHEREAS, the Member agrees that the membership in and management of the Company shall be governed by the terms set forth herein.

NOW, THEREFORE, the Member agrees as follows:

1. Name. The name of the Company is "Pathways Health and Community Support LLC".

2 . Purpose. The purpose of the Company is to engage in any lawful act or activity for which limited liability companies may be formed under the Act and to engage in any and all activities necessary or incidental thereto.

3. Principal Office; Registered Agent.

(a) Principal Office. The location of the principal office of the Company shall be 10304 Spotsylvania Ave, Suite 300, Fredericksburg, Virginia 22408 or such other location as the Member may from time to time designate.

(b) Registered Agent. The registered agent of the Company for service of process in the State of Delaware and the registered office of the Company in the State of Delaware shall be that person and location reflected in the Certificate of Formation. In the event the registered agent ceases to act as such for any reason or the registered office shall change, the Member shall promptly designate a replacement registered agent or file a notice of change of address, as the case may be, in the manner provided by law.

4. Members.

(a) Member. The name and the business, residence or mailing address of the Member is as follows:

Name	**Address**
Molina Pathways, LLC	200 Oceangate, Suite 100 Long Beach, CA 90802

(b) Additional Members. One or more additional members may be admitted to the Company with the consent of the Member. Prior to the admission of any such additional members to the Company, the Member shall amend this Agreement to make such changes as the Member shall determine to reflect the fact

that the Company shall have such additional members. Each additional member shall execute and deliver a supplement or counterpart to this Agreement, as necessary.

(c) Membership Interests; Certificates. The Company will not issue any certificates to evidence ownership of the membership interests.

5. Management.

(a) Except as specifically provided herein, the management and control of the Company shall be vested exclusively in the Manager (the "**Manager**"). The Manager may exercise all such powers of the Company and do all such lawful acts and things as are not by the Act or by this Agreement directed or required to be exercised or done by the Members. Without limiting the foregoing, the Manager shall be responsible for the establishment of policy and operating procedures respecting the business affairs of the Company and the appointment of Officers and delegation of duties thereto as herein contemplated. The Manager elected shall hold office until his or her successor is elected and qualified, or until his or her resignation or removal. Managers need not be Members but must be, if applicable, at least 18 years of age. In furtherance of the foregoing, the Member hereby elects Terry Bayer, as Manager, to serve until her successor is duly elected and qualified or until her earlier resignation or removal. Any action taken by the Manager shall constitute the act of and serve to bind the Company. Persons dealing with the Company are entitled to rely conclusively on the power and authority of the Manager as set forth in this Agreement. The Manager shall have all rights and powers of a manager under the Act, and shall have such authority, rights and powers in the management of the Company to do any and all other acts and things necessary, proper, convenient or advisable to effectuate the purposes of this Agreement.

(b) Election of Officers; Delegation of Authority. The Manager may, from time to time, designate one or more officers with such titles as may be designated by the Manager to act in the name of the Company with such authority as may be delegated to such officers by the Manager (each such designated person, an "**Officer**"). Any such Officer shall act pursuant to such delegated authority until such Officer is removed by the Manager. Any action taken by an Officer designated by the Manager pursuant to authority delegated to such Officer shall constitute the act of and serve to bind the Company. Persons dealing with the Company are entitled to rely conclusively on the power and authority of any officer set forth in this Agreement and any instrument designating such officer and the authority delegated to him or her.

(c) No Exclusive Duty to the Company. Notwithstanding any provision at law or in equity, no Manager or Officer shall be required to manage the Company as its sole and exclusive function. Notwithstanding any provision at law or in equity, a Manager or Officer may have other business interests and may engage in other activities in addition to those relating to the Company. Neither the Company nor any Member shall have any right, by virtue of this Agreement, to share or participate in other investments or activities of any Manager or Officer or to the income or proceeds derived therefrom.

6. Liability of Member; Indemnification.

(a) Liability of Member. To the fullest extent permitted by law, no Member, Manager or Officer shall be liable to the Company or any other Member for any act or omission in connection with the management of the business or affairs of the Company unless such act or omission was taken or made in bad faith or constitutes gross negligence or willful misconduct.

(b) Indemnification. The Company shall, to the fullest extent permitted by law, indemnify and hold harmless each Member, Manager and Officer against any losses, judgments, liabilities or expenses incurred in settling any claim or incurred in any finally adjudicated legal proceeding, including reasonable

attorneys' fees and costs of removing any liens affecting property of the indemnitee, and/or amounts paid in settlement of any claims sustained by it arising from or relating to the Company, provided that the same were not the result of (a) actions or omissions of such Member, Manager or Officer taken or made in bad faith or which constitute gross negligence or willful misconduct or (b) actions or claims instituted by such Member, Manager or Officer (other than claims or actions seeking to enforce the indemnification obligations hereunder) provided, however, that any indemnity under this **Section 6(b)** 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) Payment of Expenses in Advance. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Company in advance of the final disposition of such action, suit or proceeding, as authorized by the Members in the specific case, upon receipt of an undertaking by the Member, Manager or Officer, as the case may be, to repay such amount unless it shall ultimately be determined that such Member, Manager or Officer is entitled to be indemnified by the Company.

(d) Provisions Not Exclusive. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any statute, agreement, vote of Members or otherwise, both as to action in an official capacity and as to action in another capacity while holding such office.

7. Term. The term of the Company shall be perpetual unless the Company is dissolved and terminated in accordance with Section 11.

8. Capital Contributions. The Member hereby agrees to contribute to the Company such cash, property or services as determined by the Member. The Member has previously made such contributions as are reflected in the books and records of the Company.

9. Tax Status; Income and Deductions.

(a) Tax Status. As long as the Company has only one member, it is the intention of the Company and the Member that the Company be treated as a disregarded entity for federal and all relevant state tax purposes and neither the Company nor the Member shall take any action or make any election which is inconsistent with such tax treatment. All provisions of this Agreement are to be construed so as to preserve the Company's tax status as a disregarded entity.

(b) Income and Deductions. All items of income, gain, loss, deduction and credit of the Company (including, without limitation, items not subject to federal or state income tax) shall be treated for federal and all relevant state income tax purposes as items of income, gain, loss, deduction and credit of the Member.

10. Distributions. Distributions shall be made to the Member at the times and in the amounts determined by the Member.

11. Dissolution; Liquidation.

(a) The Company shall dissolve, and its affairs shall be wound up upon the first to occur of the following: (i) the written consent of the Member or (ii) any other event or circumstance giving rise to the dissolution of the Company under Section 18-801 of the Act, unless the Company's existence is continued pursuant to the Act.

(b) Upon dissolution of the Company, the Company shall immediately commence to wind up its affairs and the Member shall promptly liquidate the business of the Company. During the period of the winding up of the affairs of the Company, the rights and obligations of the Member under this Agreement shall continue.

(c) In the event of dissolution, the Company shall conduct only such activities as are necessary to wind up its affairs (including the sale of the assets of the Company in an orderly manner), and the assets of the Company shall be applied as follows: (i) first, to creditors, to the extent otherwise permitted by law, in satisfaction of liabilities of the Company (whether by payment or the making of reasonable provision for payment thereof); and (ii) thereafter, to the Member.

(d) Upon the completion of the winding up of the Company, the Member shall file a Certificate of Cancellation in accordance with the Act.

12. Miscellaneous.

(a) Amendments. Amendments to this Agreement may be made only with the consent of the Member.

(b) Governing Law. This Agreement shall be governed by the laws of the State of Delaware.

(c) Severability. In the event that any provision of this Agreement shall be declared to be invalid, illegal or unenforceable, such provision shall survive to the extent it is not so declared, and the validity, legality and enforceability of the other provisions hereof shall not in any way be affected or impaired thereby, unless such action would substantially impair the benefits to any party of the remaining provisions of this Agreement.

[Signature(s) on Following Page]

IN WITNESS WHEREOF, the undersigned has executed this Agreement on the date first above written.

MEMBER

Molina Pathways, LLC

By: /s/ Jeff D. Barlow
Jeff D. Barlow, Secretary

6 3 0 0 2 9   0 0 2 3

AZ. CORP. COMMISSION FOR THE STATE OF AZ. FILED

526576-0

ARTICLES OF INCORPORATION

OF

PARENTS AND CHILDREN TOGETHER, INC.

I. NAME

The name of the Corporation is Parents and Children Together, Inc.

II. PURPOSE

The purpose for which this corporation is organized is the transaction of any lawful business for which a corporation may be incorporated under the laws of the State of Arizona, as such laws may be amended from time to time.

III. INITIAL BUSINESS

The Corporation initially intends to conduct the business of counseling and providing support services to families in crisis.

IV. CAPITAL STRUCTURE

The Corporation shall have the authority to issue a total of 1,000,000 (one million) shares of common stock, no par value.

V. STATUTORY AGENT

The name of the initial statutory agent of the Corporation is Mark M. Contento, 405 W. Franklin Street, Tucson, Arizona 85701.

002767

VI. PLACE OF BUSINESS

The known place of business of the Corporation shall be 6841 E. Rosewood, Tucson, Arizona 85710, or such other place as is designated from time to time by the corporation's board of directors.

VII. BOARD OF DIRECTORS

The initial board of directors shall consist of five (5) directors. The number of persons to serve on the board of directors shall thereafter be fixed in the manner provided in the bylaws. The persons who are to serve as directors until the first annual meeting of shareholders, or until their successors are elected and qualified and their respective addresses are as follows:

Gina Murphy-Darling
6841 E. Rosewood
Tucson, AZ 85710

Pat K. Reese
4113 E. Lee
Tucson, AZ 85712

VIII. INCORPORATORS

The incorporators of the Corporation and their respective addresses are:

Gina Murphy-Darling
6841 E. Rosewood
Tucson, AZ 85710

Mark M. Contento
405 W. Franklin
Tucson, AZ 85701

IX. DIRECTOR'S LIABILITY

A director's liability to the Corporation or its shareholders for monetary damages for breach of fiduciary duty as a director is hereby eliminated to the full extent allowed by law.

X. PURCHASE OF SHARES

The Board of Directors may, from time to time, cause the corporation to purchase its own shares to the extent of the unreserved and unrestricted earned and capital surplus of the corporation.

XI. INDEMNIFICATION

The corporation shall indemnify any person who incurs expenses by reason of the fact he or she is or was an officer, director, employee, or agent of the corporation. This indemnification shall be mandatory in all circumstances in which indemnification is permitted by law.

IN WITNESS WHEREOF, for the purpose of forming this Corporation under the laws of the State of Arizona, we, the undersigned, constituting the incorporators of the Corporation, have executed these Articles of Incorporation this 7th day of May, 1992.

Gina Murphy-Darling

Mark M. Contento

MMC\VISQU\PRNTCHLD.TOG\ARTICLES.INC.\050792

6 8 0 0 2 9 0 0 2 3

* * * **CORPORATE DISCLAIMER** * * *

The undersigned who, at the request of a client, is an incorporator for PARENTS AND CHILDREN TOGETHER, INC. have similarly acted as incorporator for other corporations in the past. Accordingly, the undersigned cannot be certain that any such corporations have not had their charters revoked.

Mark M Contento
MARK M. CONTENTO

* * * * * * *

STATE OF ARIZONA)
) ss:
COUNTY OF PIMA)

Subscribed and sworn to before me this 11th day of May, 1992, by Mark M. Contento.

Teresa L Johnson
NOTARY PUBLIC

My Commission Expires:
6-20-92

FORMS\CRPORATE\DSCLAMER.FRM

ARTICLES OF AMENDMENT
TO THE
ARTICLES OF INCORPORATION
OF
PARENTS AND CHILDREN TOGETHER, INC.

Pursuant to provisions of A.R.S. § 10-1006, Parents and Children Together, Inc., an Arizona corporation (the "Corporation"), hereby adopts these Articles of Amendment to its Articles of Incorporation.

1. The name of the Corporation is Parents and Children Together, Inc.

2. Attached hereto as Exhibit "A" is the text of the amendment adopted.

3. The amendment does not provide for an exchange, reclassification or cancellation of issued shares.

4. The amendment was adopted October 7, 1998.

5. The amendment was approved by the sole shareholder. There is one voting group eligible to vote on the amendment. The designation of voting groups entitled to vote separately on the amendment, the number of votes in each, the number of votes represented at the meeting at which the amendment was adopted and the votes cast for and against the amendment were as follows:

The voting group consisting of 2,100 outstanding shares of common stock is entitled to 2,100 votes. The amendment was approved by the unanimous written consent of the sole shareholder without a meeting. The voting group cast 2,100 votes for and 0 votes against approval of the amendment. The number of votes cast for approval of the amendment was sufficient for approval by the voting group.

DATED: October 27, 1998.

PARENTS AND CHILDREN TOGETHER, INC.

By: _____
Boyd Dover, President

EXHIBIT A

AMENDMENT
TO THE
ARTICLES OF INCORPORATION
OF
PARENTS AND CHILDREN TOGETHER, INC.

1. Article I of the Articles of Incorporation is hereby amended to read as follows:

I. NAME

01C'94

The name of the Corporation is Providence of Arizona, Inc.

STATE OF ARIZONA)
) ss.
County of Pima)

The foregoing instrument was acknowledged before me this 22nd day of October, 1998 by Boyd Dover, as the President of Parents and Children Together, Inc.

Notary Public

[Seal and Expiration Date]
Janet E. McGee
Notary Public-Arizona
Pima County
My Commission Expires 8/10/99

F:\WP96\FILES\MISC\PACTARTICLES-AMEND.WPD

AZ CORPORATION COMMISSION
FILED

NOV 03 2015

FILE No. 05265760-0

AZ Corp. Commission
05280820

DO NOT WRITE ABOVE THIS LINE; RESERVED FOR ACC USE ONLY.

ARTICLES OF AMENDMENT
FOR-PROFIT CORPORATION
Read the Instructions CD14i

1. **ENTITY NAME** – give the exact name of the corporation as currently shown in A.C.C. records:

   Providence of Arizona, Inc.

2. **A.C.C. FILE NUMBER:** 05265760
   Find the A.C.C. file number on the upper corner of filed documents OR on our website at: http://www.azcc.gov/Divisions/Corporations

3. Date on which the attached amendment was adopted: 11/1/2015

4. Does the amendment provide for an exchange, reclassification or cancellation of issued shares?
   ☐ Yes – go to number 4.1 and continue. ☒ No – go to number 5 and continue.

   4.1 If your answer to number 4 was "yes," does the amendment contain provisions for implementing the exchange, reclassification or cancellation of issued shares?
   ☐ Yes – go to number 5 and continue. ☐ No – go to number 4.2 and continue.

   4.2 If your answer to number 4.1 was "no," you must provide a statement of the provisions for implementing the exchange, reclassification or cancellation of issued shares – attach a separate sheet with the statement.

5. Check one box concerning approval of the amendment and follow instructions (review the Instructions CD14i for information about voting groups):
   ☐ Approved by incorporators or board of directors without shareholder action, and shareholder approval was not required or no shares have been issued– go to number 6.
   ☒ Approved by shareholders but not voting groups – complete numbers 5.1 and 5.2.
   ☐ Approved by shareholders *and* voting groups – complete numbers 5.1, 5.2, and 5.3.
   ☐ Approved by voting group(s) only – complete numbers 5.1 and 5.3.

   5.1 Shares – list below each class and/or series of shares and the total number of outstanding shares for each class or series (*example*: common stock, 100 shares). If more space is needed, check this box ☐ and complete and attach the Shares Issued Attachment form C097.

Class: common	Series: n/a	Total: 2,100
Class:	Series:	Total:
Class:	Series:	Total:
Class:	Series:	Total:
Class:	Series:	Total:

5.2 Shareholder approval (all blanks must be filled in):

Total votes entitled to be cast	Votes in favor that were sufficient for approval of amendments	Votes against amendments
common	2,100	none

5.3 Voting Groups – complete each blank below *for each voting group*. Review the Instructions C014i for information about voting groups. If more space is needed, check this box ☐ and complete and attach the Voting Attachment form C089.

Voting Group (class / series)	Total votes in voting group	Indisputable votes at meeting	Votes in favor that were sufficient for approval of amendments	Votes against amendments

6. A copy of the corporation's amendment must be attached to these Articles.

SIGNATURE: By checking the box marked "I accept" below, I acknowledge *under penalty of perjury* that this document together with any attachments is submitted in compliance with Arizona law.

☑ I ACCEPT

Jeff D. Barlow — 11/02/2015

Signature — Printed Name — Date

REQUIRED – check only one:

☐ I am the Chairman of the Board of Directors of the corporation filing this document.	☑ I am a duly-authorized Officer of the corporation filing this document.	☐ I am a duly authorized bankruptcy trustee, receiver, or other court-appointed fiduciary for the corporation filing this document.

Filing Fee: $25.00 (regular processing) Expedited processing – add $35.00 to filing fee. All fees are nonrefundable – see instructions.	Mail: Arizona Corporation Commission – Corporate Filings Section 1300 W. Washington St., Phoenix, Arizona 85007 Fax: 602-542-4100

Please be advised that A.C.C. forms reflect only the minimum provisions required by statute. You should seek private legal counsel for those matters that may pertain to the individual needs of your business.
All documents filed with the Arizona Corporation Commission are public record and are open for public inspection.
If you have questions after reading the instructions, please call 602-542-3026 or (within Arizona only) 800-345-5819.

EXHIBIT A

Amendment

to the

Articles of Incorporation

of

Providence of Arizona, Inc.

1. **Article I of the Articles of Incorporation is hereby amended to read as follows:**

I. Name

The name of the corporation is Pathways of Arizona, Inc.

BYLAWS

OF

PROVIDENCE OF ARIZONA, INC.

ARTICLE I

Offices

Section 1.01. Registered Office. The registered office of the Corporation is located in the State of Arizona at 405 West Franklin Street, in the City of Tucson, Arizona 85701, County of Pima, and the name of its registered agent at such address is Lawrence M. Hecker.

Section 1.02. Principal Office. The Principal office for the transaction of business of the Corporation shall be located at 5524 East Fourth Street, Tucson, Arizona 85711, in Pima County unless otherwise established by a vote of a majority of the board of directors in office.

Section 1.03. Other Offices. The Corporation may have offices at other places within or without the State of Arizona where the Corporation is qualified to do business, as the Board of Directors may from time to time designate, or the business of the Corporation may require.

ARTICLE II

Meetings of Shareholders

Section 2.01. Annual Meeting. The board of directors may determine the place, date and time of the annual meetings of the shareholders, but if no such place, date and time is fixed, the meeting for any calendar or fiscal year shall be held at the principal office of the Corporation at 1:00 p.m. on the first day of August of each year. If that day is a legal holiday, the meeting shall be held on the next business day which is not a legal holiday. At that meeting the shareholders entitled to vote shall elect directors and transact such business as may properly be brought before the meeting.

Section 2.02. Special Meetings. Special meetings of the shareholders of the Corporation may be called at any time by the president, the board of directors, or the shareholders of not fewer than one-tenth of the shares entitled to vote at the meeting.

Section 2.03. Notice and Purpose of Meetings: Waiver.

(a) Written notice stating the place, day and hour of meetings and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered by first class mail not less than ten nor more than fifty days before the date of the meeting, either personally or by mail, by an officer of the Corporation at the direction of the person or persons calling the meeting, to each shareholder of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when mailed to the shareholder at the shareholder's address as it appears on the stock transfer books of the Corporation.

(b) A shareholder may waive the notice of meeting by attendance at the meeting either in person or by proxy or by so stating in writing, either before or after such meeting. Attendance at a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened shall not constitute a waiver of notice.

Section 2.04. Quorum, Manner of Acting and Adjournment.

(a) Unless otherwise provided by law or the certificate of incorporation, a majority of the shares entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of shareholders. All shares represented and entitled to vote on any single subject matter, which may be brought before the meeting shall be counted for the purposes of a quorum. Business may be conducted once a quorum is present and may continue until adjournment of the meeting, notwithstanding the withdrawal or temporary absence of sufficient shares to reduce the number present to less than a quorum.

(b) Shares of its own stock belonging to the Corporation or to another corporation, if a majority of the shares entitled to vote in the elections of directors of such other corporation is held, directly or indirectly, by the Corporation, shall neither be entitled to vote nor counted for quorum purposes. Nothing in this subsection shall be construed as limiting the right of the Corporation to vote its own stock held by it in a fiduciary capacity.

(c) Unless the vote of a greater number or voting by classes is required by statute, the certificate of incorporation, or these bylaws, the affirmative vote of a majority of the shares then represented at the meeting and entitled to vote on the subject matter shall be the act of the shareholders; provided, however, that if the shares then represented are less than required to constitute a quorum, the affirmative vote must be such as would constitute a majority if a quorum were present.

(d) The affirmative vote of a majority of the shares then present is sufficient in all cases to adjourn a meeting to another time and place. Notice need not be given of the adjourned

meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting the Corporation may transact any business which might have been transacted at the original meeting. If the adjournment is for more than thirty days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each shareholder of record entitled to vote at the meeting.

Section 2.05. Record Date.

(a) In order that the Corporation may determine the shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or entitled to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of rights, or entitled to exercise any rights in respect of any change, conversion or exchange of shares or for the purpose of any other lawful action, the board of directors may fix, in advance, a record date, which shall not be more than seventy days nor less than ten days before the date of the meeting, or for more than seventy days nor less than ten days prior to any such other action.

(b) A determination of shareholders of record entitled to notice of or to vote at a meeting of shareholders shall apply to any adjournment of the meeting; provided, however, that the board of directors may fix a new record date for the adjourned meeting and further provided that the adjournment or adjournments do not exceed thirty days in the aggregate.

Section 2.06. Presiding Officer: Order of Business. Meetings of the shareholders shall be presided over by the chairperson of the board of directors, if there be one, or if the chairperson is not present, by the vice chairperson of the board of directors, if there be one, or if the vice chairperson is not present, by the president, or if the president is not present, by a vice president in the order designated by the board of directors, or if the vice president is not present, by a chairperson to be chosen by a majority of the shareholders entitled to vote at the meeting who are present in person or by proxy. The secretary of the Corporation, or, in the secretary's absence, an assistant secretary, shall act as secretary of every meeting, but if neither the secretary nor an assistant secretary is present, the presiding officer shall choose any person present to act as secretary of the meeting.

Section 2.07. Voting.

(a) Except with respect to the election of directors, each shareholder of record(except the holder of shares which have been called for redemption and with respect to which an irrevocable deposit of funds sufficient to redeem such shares has been made) shall have the right, at every shareholders' meeting, to one (1) vote for every share, and to a corresponding fraction of

a vote with respect to every fractional share, of stock of the Corporation standing in his or her name on the books of the Corporation, subject, however, to any provisions respecting voting rights as may be contained in the certificate of incorporation or any amendments thereto.

(b) 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 him or her by proxy. Every proxy shall be executed in writing by the shareholder or by his or her duly authorized attorney-in-fact and shall be filed with the secretary or an assistant secretary of the corporation before the taking of any vote on the issue as to which the proxy intends to act.

Section 2.08. Voting Lists.

(a) A complete list of the shareholders of the Corporation entitled to vote at each meeting of shareholders or any adjournment thereof, arranged in alphabetical order, with the address of and number of shares owned by, each such shareholder shall be prepared by the secretary, or other officer of the Corporation having charge of the share transfer books. This list shall be produced and kept open at the time and place of the meeting and shall be subject to inspection by any shareholder at any time during the meeting for the purposes thereof.

(b) Failure to comply with the requirements of this section shall not affect the validity of any action taken as such meeting of the shareholders.

Section 2.09. Consent of Shareholders in Lieu of Meeting. Any action which may be taken at a meeting of the shareholders or a class of shareholders of the Corporation may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all the shareholders entitled to vote with respect to the subject matter thereof Such consent shall have the same effect as a unanimous vote of shareholders.

ARTICLE III

Board of Directors

Section 3.01. Powers. The board of directors shall have full power to conduct, manage, and direct the business and affairs of the Corporation, except as specifically reserved or granted to the shareholders by statute, the certificate of incorporation or these bylaws.

Section 3.02. Number and Term of Office. The board of directors shall consist of such number of directors as set forth in the certificate of incorporation. Except as hereinafter provided, directors shall be elected at the annual meeting of the shareholders and each director shall serve until the next annual meeting of shareholders and until his or her successor shall be elected and qualified, or until his or her earlier resignation or removal.

Section 3.03. Qualification and Election.

(a) All directors of the Corporation shall be natural persons of at least 18 years of age, and need not be residents of Arizona or shareholders in the Corporation. Except in the case of vacancies, directors shall be elected by the shareholders and as set forth in the certificate of incorporation. Upon the demand of any shareholder at any meeting of shareholders for the election of directors, the chairperson of the meeting shall call for and shall afford a reasonable opportunity for the making of nominations for the office of director. If the board of directors is classified with respect to the power of shareholders to elect directors or with respect to the terms of directors and if, due to a vacancy or vacancies or otherwise, directors of more than one class are to be elected, each class of directors to be elected at the meeting shall be nominated and elected separately. Any shareholder may nominate as many persons for the office of director as there are positions to be filled. If nominations for the office of director have been called for as herein provided, only candidates who have been nominated in accordance herewith shall be eligible for election.

(b) At each election for directors every shareholder entitled to vote at such election shall have the right to vote, in person or by proxy, the number of shares owned by the shareholder for as many persons as there are directors to be elected and for whose election the shareholder has a right to vote, or to cumulate the shareholder's votes by giving one candidate as many votes as the number of such directors multiplied by the number of the shareholder's share shall equal, or by distributing such votes on the same principle among any number of such candidates. The candidates receiving the highest number of votes from each class or group of classes entitled to elect directors separately up to the number of directors to be elected in the same election by such class or group of classes shall be elected.

Section 3.04. Presiding Officer. Meetings of the board of directors shall be presided over by the chairperson of the board, if there is one, or if the chairperson is not present, by the vice chairperson of the board, if there is one, or if the vice chairperson is not present, by the president, or if the president is not present, by a vice president, in the order designated by the board of directors, or if the vice president is not present, by a chairperson to be chosen by a majority of the board of

directors at the meeting. The secretary of the Corporation, or, in the secretary's absence, an assistant secretary, shall act as secretary of every meeting, but if neither the secretary nor an assistant secretary is present, the chairperson shall choose any person present to act as secretary of the meeting.

Section 3.05. Resignations. Any director of the Corporation may resign at any time by giving written notice to the president, the secretary or assistant secretary of the Corporation. Such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make if effective.

Section 3.06. Vacancies.

(a) Any vacancy occurring in the board of directors may be filled by the affirmative vote of the majority of the remaining directors though not less than a quorum, or by a sole remaining director at any regular or special meeting. The director so elected shall continue in office until the next election of directors when such director's successor is elected and qualified. Any newly created directorship shall be deemed a vacancy.

(b) When one or more directors shall resign from the board, effective at a future time, a majority of the directors then in office, including those who have so resigned, shall have power to fill such vacancy or vacancies, the vote thereon to take effect when such resignation or resignations shall become effective. Each director so chosen shall hold office until the next election of directors when such director's successor is elected and qualified.

Section 3.07. Removal.

(a) At a special meeting of shareholders called for the purpose of removing directors, any director or the entire board of directors may be removed, with or without cause, by a vote of the holders of a majority of the shares then entitled to vote at an election of directors except that if less than the entire board is to be removed, no one of the directors may be removed if the votes cast against his or her removal would be sufficient to elect him or her if they cumulatively voted at an election of the entire board of directors or, if there be classes of directors, at an election of the class of directors of which he or she is a part.

(b) Whenever the holders of the shares of any class are entitled to elect one or more directors by the provisions of the certificate of incorporation, the provisions of section 3.07(a) of these bylaws shall apply, in respect to the removal of a director or directors so elected, to the vote of the holders of the outstanding shares of that class and not to the vote of the outstanding shares as a whole.

(c) In case the board or such class of the board or any one or more directors is so removed, new directors may be elected at the same meeting. If the shareholders fail to elect persons to fill the unexpired term or terms of the director or directors removed, such unexpired terms shall be considered vacancies on the board to be filled by the remaining directors in accordance with section 3.06(a) of these bylaws.

Section 3.08. Place of Meeting.

(a) The board of directors may hold its meetings at such place or places as the board of directors may from time to time appoint, or as may be designated in the notice calling the meeting.

(b) Meetings may be held by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in such a meeting shall constitute presence in person at such meeting.

Section 3.09. Regular Meetings. Regular meetings of the board of directors shall be held at such time and place as shall be designated from time to time by resolution of the board of directors. If the date fixed for any regular meeting is a legal holiday under the laws of the place where such meeting is to be held, then the meeting shall be held on the next succeeding business day, not a Saturday, or at such other time as may be determined by resolution of the board of directors. At regular meetings, the directors shall transact such business as may properly be brought before the meeting. Notice of regular meetings need not be given.

Section 3.10. Special Meetings. Special meetings of the board of directors shall be held whenever called by the chairperson of the board, the president or two or more of the directors. Notice of each such meeting shall be given to each director by the Secretary or an Assistant Secretary of the Corporation, or by any other officer authorized by the board of directors. Such notice shall be given to each director personally or by mail, messenger, telephone or facsimile at such director's business or residence address. Notice by mail shall be deposited in the United States mail, postage prepaid, not later than the fifth (5th) day prior to the date fixed for such special meeting. Notice by telephone or facsimile shall be sent, and notice given personally or by messenger shall be delivered, at least forty-eight (48) hours prior to the time set for such special meeting. Notice of a special meeting of the board of directors need not contain a statement of the purpose of such special meeting.

Section 3.11. Board Action Without Meeting. Any action required or permitted to be taken by the Board of Directors, may be taken without a meeting, and with the same force and

effect as the unanimous vote of Directors, if all members of the Board shall individually or collectively consent in writing to such action.

Section 3.12. Quorum, Manner of Acting, and Adjournment. A majority of the directors then serving shall constitute a quorum for the transaction of business. Except as otherwise specified in the certificate of incorporation or these bylaws or provided by statute, the acts of a majority of the directors present at a meeting at which a quorum is present shall be the acts of the board of directors. The directors shall act only as a board and the individual directors shall have no power as such; provided, however, that any action which may be taken at a meeting of the board or of a committee may be taken without a meeting of the board of directors or of a committee may be taken without a meeting if all directors or committee members, as the case may be, consent thereto in writing. Such consent shall have the same effect as a unanimous vote.

Section 3.13. Executive and Other Committees.

(a) The board of directors, by resolution adopted by a majority of the full board, may designate from among its members an Executive Committee and one or more other committees, each committee to consist of two or more directors. The board may designate one or more directors as alternate members of the committee. In the absence or disqualification of a member, and the alternate or alternates, if any, designated for such member, of any committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not he, she or they constitute a quorum, may unanimously appoint another director to act at the meeting in the place of any absent or disqualified member.·

(b) Except as otherwise provided in this section, the Executive Committee shall have and exercise all of the authority of the board in the management of the business and affairs of the Corporation and any other committee shall have and exercise the authority of the board to the extent provided in the resolution designating the committee. The board of directors, with or without cause, may dissolve any such committee or remove any member thereof at any time.

(c) No such committee of the board shall have the authority of the board in reference to:

(1) The amendment or repeal of the bylaws or the adoption of new bylaws;

(2) Declaring any dividend;

(3) Issuing any authorized but unissued shares;

(4) Establishing and designating any class or series of share and fixing and determining the relative rights and preferences thereof, changing the statutory agent of the Corporation, or otherwise effecting any amendment of the certificate of incorporation of the Corporation;

(5) Recommending to the shareholders any plan for the sale, lease or exchange of all or substantially all of the property and assets of the Corporation, any amendment of the certificate of incorporation, any plan of merger or consolidation, any voluntary dissolution of the Corporation or any revocation of any election of the Corporation to dissolve voluntarily;

(6) The filling of vacancies on the board of directors or in any committee of the board of directors;

(7) The fixing of compensation of directors for serving on the board or on any committee of the board of directors; or

(8) The submission to shareholders of any action that requires shareholder approval by law.

(d) Sections 3.09, 3.10, 3.11 shall be applicable to committees of the board of directors.

Section 3.14. Compensation. Directors, and members of any committee of the board of directors, shall be entitled to such reasonable compensation for their services as directors and members of any such committee as shall be fixed from time to time by resolution of the board of directors, and also shall be entitled to reimbursement for any reasonable expenses incurred in attending such meetings. Any director receiving compensation under these provisions shall not be barred from serving the Corporation in any other capacity and receiving reasonable compensation for such other services.

Section 3.15. Dividends. Except as limited by statute and the certificate of incorporation, the board of directors shall have full power to determine whether any, and, if so, what part, of the funds legally available for the payment of dividends shall be declared in dividends and paid to the shareholders of the Corporation. The board of directors may fix a sum which may be set aside or reserved over and above the paid-in capital of the Corporation for working capital or as a reserve for any proper purpose, and from time to time may increase, diminish and vary such fund.

Section 3.16. Minutes. The Corporation shall keep minutes of the proceedings of its board of directors and committees thereof.

Section 3.17. Director Conflicts of Interest.

(a) No contract or other transaction between the Corporation and one or more of its directors or any other corporation, firm, association or entity in which one or more of its directors are directors or officers or are financially interested, shall be either void or voidable because of such relationship or interest or because such director or directors are present at the meeting of the board of directors or a committee thereof which authorizes, approves or ratifies such contract or transaction or because his, her or their votes are counted for such purpose, if:

1. The fact of such relationship or interest is disclosed or known to the board of directors or committee which authorizes approves or ratifies the contract or transaction by a vote or consent sufficient for the purpose without counting the votes or consents of such interested directors; or

2. The fact of such relationship or interest is disclosed or known to the shareholders entitled to vote and they authorize, approve or ratify such contract or transaction by vote or written consent; or

3. The contract or transaction is fair and reasonable to the Corporation at the time the contract or transaction is authorized, approved or ratified, in the light of circumstances known to those entitled to vote thereon at that time.

(b) Common or interested directors may be counted in determining the presence of a quorum at a meeting of the board of directors or a committee thereof which authorizes, approves or ratifies such contract or transaction.

ARTICLE IV

Notice - Waivers

Section 4.01. Notice, What Constitutes. Whenever written notice to any person is required by the certificate of incorporation, these bylaws, or statute, it may be given to such person either personally or by sending a copy thereof through the mail to his or her address appearing on the books of the Corporation, or supplied by him or her to the Corporation for the purpose of notice. If the notice is sent by mail it shall be deemed to have been given to the person entitled thereto when deposited in the United States mail.

Section 4.02. Waiver of Notice.

(a) Whenever any notice is required to be given to any shareholder or director by the certificate of incorporation, these bylaws, or statute, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice.

(b) Attendance of a person at any meeting shall constitute a waiver of notice of such meeting, except when a person attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

ARTICLE V

Officers

Section 5.01. Number, Qualifications and Designations. The officers of the Corporation shall be a president, who may also be the chief executive officer ("CEO") unless otherwise specified by the board, one or more vice-presidents if so designated by resolution of the board of directors, a secretary, a treasurer, and such other officers as may be elected in accordance with the provisions of Section 5.03 hereof. Any two or more offices may be held by the same person. Officers may, but need not, be directors or shareholders of the Corporation. The board of directors may elect from among the members of the board a chairperson of the board and a vice chairperson of the board who shall be officers of the Corporation.

Section 5.02. Election and Term of Office. The officers of the Corporation, except those elected by delegated authority pursuant to Section 5.03 hereof, shall be elected by the board of directors, and each such officer shall hold office until such officer's successor shall have been duly elected and qualified, or until such officer's death, resignation or removal.

Section 5.03. Subordinate Officers, Committees and Agents. The board of directors from time to time may elect such committees, employees or other agents as the business of the Corporation may require, including one or more assistant secretaries, and one or more assistant treasurers, each of whom shall hold office for such period, have such authority, and perform such duties as are provided in these bylaws, or as the board of directors from time to time may determine. The directors may delegate to any officer or committee the power to elect subordinate officers and to retain or appoint employees or other agents.

Section 5.04. Resignations. Any officer or agent may resign at any time by giving written notice to the board of directors, or the president or the secretary of the Corporation. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5.05. Removal. Any officer or agent of the Corporation may be removed by the board of directors whenever the best interests of the Corporation will be served thereby. Such removal shall not prejudice the contract rights, if any, of a person so removed. Election or appointment of an officer or agent shall not itself create contract rights.

Section 5.06. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled by the board of directors or by the officer or committee to which the power to fill such office has been delegated pursuant to Section

5.03 hereof, as the case may be.

Section 5.07. General Powers. All officers and agents of the Corporation, as between themselves and the Corporation, shall have such authority and perform such duties in the management of the Corporation as may be provided in these bylaws, or as may be determined by resolution of the board of directors not inconsistent with these bylaws.

Section 5.08. The Chairperson and Vice Chairperson of the Board. The chairperson of the board, or in the Chairperson's absence, the vice chairperson of the board, shall preside at all meetings of the shareholders and the board of directors, and shall perform such other duties as may from time to time be requested of him or her by the board of directors.

Section 5.09. The Chief Executive Officer. The board of directors may designate a chief executive officer who shall perform such duties as from time to time may be requested by the board of directors.

Section 5.10. The President. The president shall have general supervision over the business and operation of the Corporation, subject to the control of the board of directors. The president shall sign, execute, and acknowledge, in the name of the Corporation, deeds, mortgages, bonds, contracts or other instruments, authorized by the board of directors, except in cases where the signing and execution thereof shall be expressly delegated by the board of directors, or by these bylaws, to some other officer or agent of the Corporation, and, in general, shall perform all duties incident to the office of president, and such other duties as from time to time may be assigned the board of directors.

Section 5.11. The Vice Presidents. Vice presidents, in the order designated by the board of directors, shall perform the duties of the president in the president's absence or disability. Each vice president shall have such other duties as from time to time may be assigned by the board of directors or the president.

Section 5.12. The Secretary. The secretary or an assistant secretary shall attend all meetings of the shareholders and the board of directors and shall record all the votes of the shareholders and the directors and the minutes of the meetings of the shareholders, the board of directors and committees of the board in the book or books to be kept for that purpose; shall see that notices are given and records and reports are properly kept and filed by the Corporation as required by law; shall be the custodian of the seal of the Corporation; and, in general, shall perform all duties incident to the office of the secretary, and such other duties as from time to time may be assigned by the board of directors or the president.

Section 5.13. The Treasurer. The treasurer or an assistant treasurer shall have or provide for the custody of the funds or other property of the Corporation and shall keep a separate book account of the same; shall collect and receive or provide for the collection and receipts of monies earned by or in any manner due to or received by the Corporation; shall deposit all funds in his or her custody as treasurer in such banks or other places of deposit as the board of directors from time to time may designate; shall, whenever so required by the board of directors, render an account showing his or her transactions as treasurer and the financial condition of the Corporation; and, in general, shall discharge such other duties as from time to time may be assigned by the board of directors or the president.

Section 5.14. Salaries. The salaries of the officers elected by the board of directors shall be fixed from time to time by the board of directors or by such officer as may be designated by resolution of the board. The salaries or other compensation of any other officers, employees and other agents shall be fixed from time to time by the officer or committee to which the power to elect such officers or to retain or appoint such employees or other agents has been delegated pursuant to Section 5.03 hereof. No officer shall be prevented from receiving such salary or other compensation by reason of the fact that such officer also is a director of the Corporation.

ARTICLE VI

Certificates of Stock

Section 6.01. Issuance. The interest of each shareholder of the Corporation shall be evidenced by certificates for the shares of stock. The share certificates of the Corporation shall be numbered and registered in the share ledger and transfer books of the Corporation as they are issued. They shall be signed by the president or a vice president and the secretary or an assistant secretary of the Corporation, and may bear the corporate seal, which may be a facsimile, engraved or printed. The signatures of such officers upon a certificate may be facsimiles if the certificate is countersigned by a transfer agent or registered by a registrar, other than the Corporation itself or an employee of the Corporation. In case any officer who has signed or whose facsimile signature has been placed upon any share certificate shall have ceased to be such officer because of death, resignation or otherwise before the certificate is issued, it may be issued by the Corporation with the same effect as if the officer has not ceased to be such as the date of its issue.

Section 6.02. Subscriptions for Shares. Unless the subscription agreement provides otherwise, subscriptions for shares, regardless of the time made, shall be paid at such time as determined by the board of directors. All calls made by the board of directors for payments on subscriptions shall carry the same terms with regard to all shares of the same class or as to all shares of the same series, as the case may be.

Section 6.03. Transfers. Transfers of shares of the capital stock of the Corporation shall be made on the books of the Corporation by the registered owner thereof, or by his or her duly authorized attorney, with a transfer clerk or transfer agent or registrar appointed as provided in Section 6.07 hereof, and on surrender of the certificate or certificates for such shares properly endorsed and with all taxes thereon paid. No transfer shall be made which is inconsistent with the provisions of the Uniform Commercial Code as adopted in Arizona.

Section 6.04. Share Certificates. Certificates for shares of the Corporation shall be in such form as provided by statute and approved by the board of directors. The share record books and the blank share certificate books shall be kept by the secretary or by any agency designated by the board of directors for that purpose. Every certificate exchanged or returned to the Corporation shall be marked "Cancelled", with the date of cancellation.

Section 6.05. Lost, Destroyed, Mutilated or Stolen Certificates. The holder of any shares of the Corporation shall immediately notify the Corporation of any loss, destruction,

mutilation or theft of the certificate(s), and the board of directors may, in its discretion, cause a new certificate or certificates to be issued to such holder in case of mutilation of the certificate, upon the surrender of the mutilated certificate, or, in case of loss, destruction or theft of the certificate, upon satisfactory proof of such loss, destruction or theft, and, if the board of directors shall so determine, the submission of a properly executed lost security affidavit and indemnity agreement, or the deposit of a bond in such form and in such sum, and with such surety or sureties, as the board of directors may direct.

Section 6.06. Transfer Agent and Registrar. The board of directors may appoint one or more transfer agents or transfer clerks and one or more registrars, and may require all certificates for shares to bear the signature or signatures of any of them.

ARTICLE VII

Indemnification

Section 7.01. Procedure for Effecting Indemnification. Indemnification of an authorized representative of the Corporation (which, for purposes of this article shall mean a director, officer, fiduciary as defined by the Employee Retirement Income Security Act of 1974 ["Fiduciary"] or agent of the Corporation, or a director, officer, employee or agent of another corporation partnership, joint venture, trust or other enterprise serving as such at the request of the Corporation) shall be made when ordered by court (in which case the expense, including attorneys' fees, of the authorized representative in enforcing such right of indemnification shall be added to and be included in the final judgment against the Corporation) and shall be made in a specific case upon a determination that indemnification of the authorized representative is required or proper in the circumstances because the applicable standard of conduct set forth in the General Corporation Law of Arizona as amended from time to time has been met. Such determination shall be made in accordance with the General Corporation Law of Arizona as amended from time to time.

Section 7.02. Advancing Expenses. Expenses (including attorneys' fees) incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding, as determined to be authorized in accordance with the General Corporation Law of Arizona as amended from time to time upon receipt of an undertaking by or on behalf of a director, officer or Fiduciary to repay such amount unless it ultimately shall be determined that such person is entitled to be indemnified by the Corporation as required in

the certificate of incorporation or this Article. To the extent authorized by law such expenses may be paid by the Corporation in advance on behalf of any other authorized representative when authorized by the board of directors upon receipt of a similar undertaking.

Section 7.03. Scope of Article. The indemnification provided in the certificate of incorporation or by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any agreement, vote of shareholders or disinterested directors, statute or otherwise, both as to action in an official capacity and as to action in another capacity while holding such office or position, and shall continue as to a person who has ceased to be an authorized representative of the Corporation and shall inure to the benefit of the heirs and personal representatives of such a person.

ARTICLE VIII

Miscellaneous

Section 8.01. Corporate Seal. The Corporation may have a corporate seal in the form of a circle containing the name of the Corporation, the year of incorporation and such other details as may be approved by the board of directors. Nothing in these bylaws shall require the impression of a corporate seal to establish the validity of any document executed on behalf of the Corporation.

Section 8.02. Checks. All checks, notes, bills of exchange or other orders in writing shall be signed by such person or persons as the board of directors from time to time may designate.

Section 8.03. Contracts. The board of directors may authorize any officer or officers, agent or agents to enter into any contract or to execute or deliver any instrument on behalf of the Corporation, and such authority may be general or confined to specific instances.

Section 8.04. Deposits. All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies, or other depositories as the board of directors may approve or designate, and all such funds shall be withdrawn only upon checks signed by such one or more officers or employees as the board of directors from time to time shall determine.

Section 8.05. Reports. The board of directors shall present at the annual meeting of shareholders a report of the financial condition of the Corporation as of the closing date of the

preceding fiscal year. Such report shall be in such form as shall be approved by the board of directors and shall be available for the inspection of shareholders at the annual meeting. Unless required by statute, the board of directors shall not be required to cause such report to be sent to the shareholders. Unless required by statute, the board of directors may, but shall not be required to, have such report prepared and verified by an independent certified public accountant or by a firm of practicing public accountants.

Section 8.06. Corporate Records.

(a) There shall be kept at the principal office of the Corporation an original or duplicate record of the proceedings of the shareholders and of the directors, and the original or a copy of the bylaws including all amendments or alterations thereto to date, certified by the secretary of the Corporation. An original or duplicate share register also shall be kept at the registered office or principal place of business of the Corporation, or at the office of a transfer agent or registrar, giving the names of the shareholders, their respective addresses and the number and class of shares held by each. The Corporation also shall keep appropriate, complete and accurate books or records of account, which may be kept at the office of its statutory agent or at its principal place of business.

(b) Any person who shall have been a holder of record of shares or of a voting trust beneficial interest therefor, at least six months immediately preceding a demand or shall be the holder of record of, or the holder of record of voting trust beneficial interest for, at least five percent of all the outstanding shares of the Corporation, upon written demand directed to the Corporation at its principal office or its statutory agent, shall have the right to examine, in person, or by agent or attorney, at any reasonable time or times, for any proper purpose the Corporation's relevant books and records of accounts, minutes, and record of shareholders and to make copies of or extracts therefrom. In every instance where any attorney or other agent shall be the person who seeks the right to inspection, the demand under oath shall be accompanied by a power of attorney or such other writing which authorizes the attorney or other agent to so act on behalf of the shareholder.

Section 8.07. Voting Securities Held by the Corporation. Unless otherwise ordered by the board of directors, the president shall have full power and authority on behalf of the Corporation to attend and to act and to vote at any meeting of security holders of other corporations in which the Corporation may hold securities. At such meeting the president shall possess and may exercise any and all rights and powers incident to the ownership of such securities which the Corporation might have possessed and exercised if it had been present. The board of directors from time to time may confer similar powers upon any other person or persons.

Section 8.08. Amendment of Bylaws. Except as may otherwise be provided in the certificate of incorporation, these bylaws may be amended or replaced, or new bylaws may be adopted, by the board of directors of the Corporation at any regular or special meeting of directors, subject to repeal or change by action of the shareholders. It shall not be necessary to set forth such proposed amendment, repeal or new bylaws, or a summary thereof, in any notice of such meeting, whether annual, regular or special.

ARTICLE IX

Budget Development

Section 9.01. Operating Budget.

(a) The Corporation will develop an annual operating budget and long-term capital expenditure plan. Such information will be developed in collaboration with the representatives of the different disciplines (physicians, nurses, counselors, case managers), at least as required by law, and the different organizational units (outpatient rehabilitation, case management, assessment diagnosis and evaluation services, QM/UR, HR, etc).

(b) The policy and procedure adopted by the corporation on budget development will outline the specific strategies used to monitor budget implementations and performance.

(c) Budgets must be reviewed and approved by the board of directors. Leadership must participate in meetings and discussions that focuses on the development and review of strategic plans, all items of revenue and expense, operational plans, and policies affecting staff members.

(d) The budget must describe, in quantifiable terms, the company's goals and objectives. Each department or services level budget will outline the assumptions on which the budget was built, the applicable source data used, and the methods to be used in measuring and acting on identified variances.

CERTIFICATION

I hereby certify that the foregoing bylaws were adopted by unanimous written consent of the board of directors of the Corporation on the 22 day of August, 2000.

/s/ Michael Deitch

Michael Deitch, Secretary

State of Delaware
Secretary of State
Division of Corporations
Delivered 08:27PM 03/07/2014
FILED 08:21 PM 03/07/2014
SRV 140306367 - 5494764 FILE

CERTIFICATE OF FORMATION

OF

PROVIDENCE OF IDAHO, LLC

This Certificate of Formation of Providence of Idaho, LLC (the "Company"), dated as of March 7, 2014, is being duly executed and filed by Mathilde Kapuano, an individual, as an authorized person, to form a limited liability company under the Delaware Limited Liability Company Act (6 Del.C. §18-101, et seq.).

FIRST. The name of the limited liability company formed hereby is Providence of Idaho, LLC.

SECOND. The address of the registered office of the Company in the State of Delaware is c/o The Corporation Trust Company, 1209 Orange Street, Wilmington, Delaware, 19801.

THIRD. The name and address of the registered agent for service of process on the Company in the State of Delaware is The Corporation Trust Company, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation as of the date first above written.

Authorized Person:

/s/ Mathilde Kapuano

Mathilde Kapuano

Organizer

State of Delaware
Secretary of State
Division of Corporations
Delivered 05:27PM 10/29/2014
FILED 05:06PM 10/29/2014
SRV 141349891 - 5494764 FILE

STATE OF DELAWARE
CERTIFICATE OF AMENDMENT CHANGING ONLY THE REGISTERED OFFICE OR REGISTERED AGENT OF A LIMITED LIABILITY COMPANY

The limited liability company organized and existing under the Limited Liability Company Act of the State of Delaware, hereby certifies as follows:

1. The name of the limited liability company is PROVIDENCE OF IDAHO, LLC.

2. The Registered Office of the limited liability company in the State of Delaware is changed to 2711 Centerville Road, Suite 400 (street), in the City of Wilmington Zip Code 19808. The name of the Registered Agent at such address upon whom process against this limited liability company may be served is Corporation Service Company.

By: /s/ Ann Mullen
Authorized Person

Name: Ann Mullen, Executive Assistant
Print or Type

State of Delaware
Secretary of State
Division of Corporations
Delivered 01:43 PM 11/02/2015
Filed 01:43 PM 11/02/2015
SR 20150735632 - File Number 5494764

STATE OF DELAWARE

CERTIFICATE OF AMENDMENT

1. Name of Limited Liability Company: Providence of Idaho, LLC.

2. The Certificate of Formation of the limited liability company is hereby amended as follows:

l. The name of the limited liability company is Pathways of Idaho LLC.

IN WITNESS WHEREOF, the undersigned has executed this Certificate on this 2nd day of November, A.D. 2015.

By: /s/ Jeff D. Barlow
Authorized Person

Name: Jeff D. Barlow, Secretary
Print or Type

Limited Liability Company Agreement of Providence of Idaho, LLC

This Limited Liability Company Agreement **("Agreement")** of Providence of Idaho, LLC (the **"Company"),** effective as of April 30, 2014 (the **"Effective Date"),** is entered into by The Providence Service Corporation, as the sole member of the Company (the **"Member")** and Warren S. Rustand, an individual, as Manager.

WHEREAS, the Company was formed as a limited liability company on March 7, 2014 by the filing of a Certificate of Formation with the Secretary of State of the State of Delaware pursuant to and in accordance with the Delaware Limited Liability Company Act, as amended from time to time (the **"Act**"); and

WHEREAS, the Member agrees that the membership in and management of the Company shall be governed by the terms set forth herein.

NOW, THEREFORE, the Member agrees as follows:

1. Name. The name of the Company is "Providence of Idaho, LLC".

2. Purpose. The purpose of the Company is to engage in any lawful act or activity for which limited liability companies may be formed under the Act and to engage in any and all activities necessary or incidental thereto.

3. Principal Office; Registered Agent.

(a) Principal Office. The location of the principal office of the Company shall be 64 East Broadway Blvd., Tucson, Arizona 85701, or such other location as the Member may from time to time designate.

(b) Registered Agent. The registered agent of the Company for service of process in the State of Delaware and the registered office of the Company in the State of Delaware shall be that person and location reflected in the Certificate of Formation. In the event the registered agent ceases to act as such for any reason or the registered office shall change, the Member shall promptly designate a replacement registered agent or file a notice of change of address, as the case may be, in the manner provided by law.

4. Members.

(a) Initial Member. The name and the business, residence or mailing address of the Member are as follows:

Name	**Address**
The Providence Service Corporation	64 East Broadway Blvd. Tucson, Arizona 85701

(b) Additional Members. One or more additional members may be admitted to the Company with the consent of the Member. Prior to the admission of any such additional members to the Company, the Member shall amend this Agreement to make such changes as the Member shall determine to reflect the fact that the Company shall have such additional members. Each additional member shall execute and deliver a supplement or counterpart to this Agreement, as necessary.

(c) Membership Interests; Certificates. The Company will not issue any certificates to evidence ownership of the membership interests.

5. Management.

(a) Except as specifically provided herein, the management and control of the Company shall be vested exclusively in the Manager (the **"Manager").** The Manager may exercise all such powers of the Company and do all such lawful acts and things as are not by the Act or by this Agreement directed or required to be exercised or done by the Members. Without limiting the foregoing, the Manager shall be responsible for the establishment of policy and operating procedures respecting the business affairs of the Company and the appointment of Officers and delegation of duties thereto as herein contemplated. The Manager elected shall hold office until his or her successor is elected and qualified, or until his or her resignation or removal. Managers need not be Members but must be, if applicable, at least 18 years of age. In furtherance of the foregoing, the Member hereby elects Warren S. Rustand, as Manager, to serve until his successor is duly elected and qualified or until his earlier resignation or removal. Any action taken by the Manager shall constitute the act of and serve to bind the Company. Persons dealing with the Company are entitled to rely conclusively on the power and authority of the Manager as set forth in this Agreement. The Manager shall have all rights and powers of a manager under the Act, and shall have such authority, rights and powers in the management of the Company to do any and all other acts and things necessary, proper, convenient or advisable to effectuate the purposes of this Agreement.

(b) Election of Officers; Delegation of Authority. The Manager may, from time to time, designate one or more officers with such titles as may be designated by the Manager to act in the name of the Company with such authority as may be delegated to such officers by the Manager (each such designated person, an **"Officer").** Any such Officer shall act pursuant to such delegated authority until such Officer is removed by the Manager. Any action taken by an Officer designated by the Manager pursuant to authority delegated to such Officer shall constitute the act of and serve to bind the Company. Persons dealing with the Company are entitled to rely conclusively on the power and authority of any officer set forth in this Agreement and any instrument designating such officer and the authority delegated to him or her.

(c) No Exclusive Duty to the Company. Notwithstanding any provision at law or in equity, no Manager or Officer shall be required to manage the Company as its sole and exclusive function. Notwithstanding any provision at law or in equity, a Manager or Officer may have other business interests and may engage in other activities in addition to those relating to the Company. Neither the Company nor any Member shall have any right, by virtue of this Agreement, to share or participate in other investments or activities of any Manager or Officer or to the income or proceeds derived therefrom.

6. Liability of Member; Indemnification.

(a) Liability of Member. To the fullest extent permitted by law, no Member, Manager or Officer shall be liable to the Company or any other Member for any act or omission in connection with the management of the business or affairs of the Company unless such act or omission was taken or made in bad faith or constitutes gross negligence or willful misconduct.

(b) Indemnification. The Company shall, to the fullest extent permitted by law, indemnify and hold harmless each Member, Manager and Officer against any losses, judgments, liabilities or expenses incurred in settling any claim or incurred in any finally adjudicated legal proceeding, including reasonable attorneys' fees and costs of removing any liens affecting property of the indemnitee, and/or amounts paid in settlement of any claims sustained by it arising from or relating to the Company, provided that the same were not the result of (a) actions or omissions of such Member, Manager or Officer taken or made in bad faith or which constitute gross negligence or willful misconduct or (b) actions or claims instituted by such Member, Manager or Officer (other than claims or actions seeking to enforce the indemnification obligations hereunder) provided, however, that any indemnity under this **Section 6(b)** 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) Payment of Expenses in Advance. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Company in advance of the final disposition of such action, suit or proceeding, as authorized by the Members in the specific case, upon receipt of an undertaking by the Member, Manager or Officer, as the case may be, to repay such amount unless it shall ultimately be determined that such Member, Manager or Officer is entitled to be indemnified by the Company.

(d) Provisions Not Exclusive. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any statute, agreement, vote of Members or otherwise, both as to action in an official capacity and as to action in another capacity while holding such office.

7. Term. The term of the Company shall be perpetual unless the Company is dissolved and terminated in accordance with **Section 11.**

8. Initial Capital Contributions. The Member hereby agrees to contribute to the Company such cash, property or services as determined by the Member.

9. Tax Status; Income and Deductions.

(a) Tax Status. As long as the Company has only one member, it is the intention of the Company and the Member that the Company be treated as a disregarded entity for federal and all relevant state tax purposes and neither the Company nor the Member shall take any action or make any election which is inconsistent with such tax treatment. All provisions of this Agreement are to be construed so as to preserve the Company's tax status as a disregarded entity.

(b) Income and Deductions. All items of income, gain, loss, deduction and credit of the Company (including, without limitation, items not subject to federal or state income tax) shall be treated for federal and all relevant state income tax purposes as items of income, gain, loss, deduction and credit of the Member.

10. Distributions. Distributions shall be made to the Member at the times and in the amounts determined by the Member.

11. Dissolution; Liquidation.

(a) The Company shall dissolve, and its affairs shall be wound up upon the first to occur of the following: (i) the written consent of the Member or (ii) any other event or circumstance giving rise to the dissolution of the Company under Section 18-801 of the Act, unless the Company's existence is continued pursuant to the Act.

(b) Upon dissolution of the Company, the Company shall immediately commence to wind up its affairs and the Member shall promptly liquidate the business of the Company. During the period of the winding up of the affairs of the Company, the rights and obligations of the Member under this Agreement shall continue.

(c) In the event of dissolution, the Company shall conduct only such activities as are necessary to wind up its affairs (including the sale of the assets of the Company in an orderly manner), and the assets of the Company shall be applied as follows: (i) first, to creditors, to the extent otherwise permitted by law, in satisfaction of liabilities of the Company (whether by payment or the making of reasonable provision for payment thereof); and (ii) thereafter, to the Member.

(d) Upon the completion of the winding up of the Company, the Member shall file a Certificate of Cancellation in accordance with the Act.

12. Miscellaneous.

(a) Amendments. Amendments to this Agreement may be made only with the consent of the Member.

(b) Governing Law. This Agreement shall be governed by the laws of the State of Delaware.

(c) Severability. In the event that any provision of this Agreement shall be declared to be invalid, illegal or unenforceable, such provision shall survive to the extent it is not so declared, and the validity, legality and enforceability of the other provisions hereof shall not in any way be affected or impaired thereby, unless such action would substantially impair the benefits to any party of the remaining provisions of this Agreement.

[Signatures on Following Page]

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the date first above written.

MEMBER:

THE PROVIDENCE SERVICE CORPORATION,
a Delaware corporation

By: /s/ Warren S. Rustand
Warren S. Rustand
Chief Executive Officer

MANAGER:

WARREN S. RUSTAND,
an individual

/s/ Warren S. Rustand

DOMESTIC
BUSINESS CORPORATION

STATE OF MAINE

ARTICLES OF AMENDMENT

File No. 20000846 D Pages 2
Fee Paid $ 50
DCN 2153061800003 LNME
-----FILED-----
11/02/2015

Deputy Secretary of State

A True Copy When Attested By Signature

Deputy Secretary of State

Providence Service Corporation of Maine
(Name of Corporation)

Pursuant to 13-C MRSA §1006, the undersigned corporation executes and delivers the following Articles of Amendment:

FIRST: The text of the amendment or the information required by 13-C MRSA §121.10.E as set forth in Exhibit A attached, was adopted on (date) November 2, 2015.

The amendment was duly approved as follows: ("X" one box only.)

- ☐ by the incorporators – shareholder approval was not required **OR**
- ☐ by the board of directors – shareholder approval was not required **OR**
- ☒ by the shareholders in the manner required by this Act and by the articles of incorporation.

SECOND: If the amendment provides for an exchange, reclassification or cancellation of issued shares, provisions for implementing the amendment, if not contained in the amendment itself, are set forth in Exhibit n/a or as follows:

THIRD: The effective date of the articles of amendment (if other than the date of filing of the articles of amendment) is n/a.

DATED November 2, 2015

*By _____
(signature of any duly authorized person)

Jeff D. Barlow, Secretary
(type or print name and capacity)

*This document **MUST** be signed by any duly authorized officer **OR** the clerk. (13-C MRSA §121.5)

Please remit your payment made payable to the Maine Secretary of State.

SUBMIT COMPLETED FORMS TO: CORPORATE EXAMINING SECTION, SECRETARY OF STATE,
101 STATE HOUSE STATION, AUGUSTA, ME 04333-0101
TEL. (207) 624-7740

FORM NO. MBCA-9 (1 of 1) Rev. 8/1/2004

EXHIBIT A

Articles of Amendment

Of

Providence Service Corporation of Maine

(continued)

Article First of the Articles of Incorporation is hereby amended to read:

ARTICLE FIRST: The name of the corporation is Pathways of Maine, Inc., and its principal business location in Maine is c/o Pine Ledge Landing, Brunswick, Maine 04011.

{00339060;1}

File No. 20000846 D Pages 3
Fee Paid $ 105
DCN 1993221600016 ARTI
-----FILED-----
18-NOV-99

Deputy Secretary of State

A True Copy When Attested By Signature

Deputy Secretary of State

DOMESTIC
BUSINESS CORPORATION

STATE OF MAINE

ARTICLES OF INCORPORATION

(Check box only if applicable)
☐ This is a professional service corporation formed pursuant to 13 MRSA Chapter 22.

Pursuant to 13-A MRSA §403, the undersigned, acting as incorporator(s) of a corporation, adopt(s) the following Articles of Incorporation:

FIRST: The name of the corporation is Providence Service Corporation of Maine

and its principal business location in Maine is c/o Pine Ledge Landing
Brunswick, Maine 04011
(physical location - street (not P.O. Box), city, state and zip code)

SECOND: The name of its Clerk, who must be a Maine resident, and the registered office shall be:

Peter B. Webster
(name)

One Portland Square, Portland, Maine 04101
(physical location - street (not P.O. Box), city, state and zip code)

(mailing address if different from above)

THIS FORM *MUST* BE ACCOMPANIED BY FORM MBCA-18A (Acceptance of Appointment as Clerk §304.2-A.).

THIRD: ("X" one box only)

☒ A. 1. The number of directors constituting the initial board of directors of the corporation is 1 (See §703.1.A.)

2. If the initial directors have been selected, the names and addresses of the persons who are to serve as directors until the first annual meeting of the shareholders or until their successors are elected and shall qualify are:

NAME	ADDRESS
Fletcher McCusker	620 N. Craycroft, Tucson, AZ 85711

3. The board of directors ☒ is ☐ is not authorized to increase or decrease the number of directors.

4. If the board is so authorized, the minimum number, if any, shall be 1 directors, (See §703.1.A.) and the maximum number, if any, shall be 12 directors.

☐ B. There shall be no directors initially; the shares of the corporation will not be sold to more than twenty (20) persons; the business of the corporation will be managed by the shareholders. (See §701.2.)

MBBA - CT System Online

FOURTH: ("X" one box only)

☐ There shall be only one class of shares (title of class) Common

Par value of each share (if none, so state) no par Number of shares authorized 3,000

☐ There shall be two or more classes of shares. The information required by §403 concerning each such class is set out in Exhibit _____ attached hereto and made a part hereof.

SUMMARY

The aggregate par value of all authorized shares (of all classes) **having a par value** is $ -

The total number of authorized shares (of all classes) **without par value** is 3,000 shares

FIFTH: ("X" one box only) Meetings of the shareholders ☒ may ☐ may not be held outside of the State of Maine.

SIXTH: ("X" if applicable) ☒ There are no preemptive rights.

SEVENTH: Other provisions of these articles, if any, including provisions for the regulation of the internal affairs of the corporation, are set out in Exhibit - attached hereto and made a part hereof.

INCORPORATORS

Michael Deitch
(signature)

Michael Deitch
(type or print name)

(signature)

(type or print name)

(signature)

(type or print name)

DATED November 8, 1999

Street 620 N. Craycroft
(residence address)

Tucson, AZ 85711
(city, state and zip code)

Street
(residence address)

(city, state and zip code)

Street
(residence address)

(city, state and zip code)

For Corporate Incorporators*

Name of Corporate Incorporator

By
(signature of officer)

(type or print name and capacity)

Street
(principal business location)

(city, state and zip code)

***Articles are to be executed as follows:**
If a corporation is an incorporator (§402), the name of the corporation should be typed and signed on its behalf by an officer of the corporation. The articles of incorporation must be accompanied by a certificate of an appropriate officer of the corporation, not the person signing the articles, certifying that the person executing the articles on behalf of the corporation was duly authorized to do so.

SUBMIT COMPLETED FORMS TO: CORPORATE EXAMINING SECTION, SECRETARY OF STATE, 101 STATE HOUSE STATION, AUGUSTA, ME 04333-0101 TEL. (207) 287-4195

FORM NO. MBCA-6 Rev. 9/97

[illegible] - CT System Online

TOTAL P.03

BYLAWS

OF

PROVIDENCE SERVICE CORPORATION OF MAINE

ARTICLE I

Offices

Section 1.01. Registered Office. The registered office of the Corporation is located at One Portland Square, Portland, Maine 04101, and the name of the registered clerk of the Corporation at such address is Peter B. Webster.

Section 1.02. Principal Office. The Principal office of the Corporation shall be located at c/o Pine Ledge Landing, Brunswick, Maine 04011, unless otherwise established by a vote of a majority of the board of directors in office.

Section 1.03. Other Offices. The Corporation also may have offices at other places within or without the State of Maine where the Corporation is qualified to do business, as the Board of Directors may from time to time designate, or the business of the Corporation may require.

ARTICLE II

Meetings of Shareholders

Section 2.01. Annual Meeting. The board of directors may determine the place, date and time of the annual meetings of the shareholders, but if no such place, date and time is fixed, the meeting for any calendar year shall be held at the principal office of the Corporation at 11:00 a.m. on the first day in August of each year. If that day is a legal holiday, the meeting shall be held on the next business day which is not a legal holiday. At that meeting the shareholders entitled to vote shall elect directors and transact such business as may properly be brought before the meeting.

Section 2.02. Special Meetings. Special meetings of the shareholders of the Corporation may be called at any time by the president, the board of directors, or the shareholders of not fewer than one-tenth of the shares entitled to vote at the meeting.

Section 2.03. Notice and Purpose of Meetings: Waiver.

(a) Written notice stating the place, day and hour of meetings and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered by first class mail not less than ten nor more than fifty days before the date of the meeting, either personally or by mail, by an officer of the Corporation at the direction of the person or persons calling the meeting, to each shareholder of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when mailed to the shareholder at the shareholder's address as it appears on the stock transfer books of the Corporation.

(b) A shareholder may waive the notice of meeting by attendance at the meeting either in person or by proxy or by so stating in writing, either before or after such meeting. Attendance at a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened shall not constitute a waiver of notice.

Section 2.04. Quorum, Manner of Acting and Adjournment.

(a) Unless otherwise provided by law or the articles of incorporation, a majority of the shares entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of shareholders. All shares represented and entitled to vote on any single subject matter which may be brought before the meeting shall be counted for the purposes of a quorum. Business may be conducted once a quorum is present and may continue until adjournment of the meeting, notwithstanding the withdrawal or temporary absence of sufficient shares to reduce the number present to less than a quorum.

(b) Shares of its own stock belonging to the Corporation or to another corporation, if a majority of the shares entitled to vote in the elections of directors of such other corporation is held, directly or indirectly, by the Corporation, shall neither be entitled to vote nor counted for quorum

purposes. Nothing in this subsection shall be construed as limiting the right of the Corporation to vote its own stock held by it in a fiduciary capacity.

(c) Unless the vote of a greater number or voting by classes is required by statute, the articles of incorporation, or these bylaws, the affirmative vote of a majority of the shares then represented at the meeting and entitled to vote on the subject matter shall be the act of the shareholders; provided, however, that if the shares then represented are less than required to constitute a quorum, the affirmative vote must be such as would constitute a majority if a quorum were present.

(d) The affirmative vote of a majority of the shares then present is sufficient in all cases to adjourn a meeting to another time and place. Notice need not be given of the adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting the Corporation may transact any business which might have been transacted at the original meeting. If the adjournment is for more than thirty days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each shareholder of record entitled to vote at the meeting.

Section 2.05. Record Date.

(a) In order that the Corporation may determine the shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or entitled to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of rights, or entitled to exercise any rights in respect of any change, conversion or exchange of shares or for the purpose of any other lawful action, the board of directors may fix, in advance, a record date, which shall not be more than seventy days nor less than ten days before the date of the meeting, or for more than seventy days nor less than ten days prior to any such other action.

(b) A determination of shareholders of record entitled to notice of or to vote at a meeting of shareholders shall apply to any adjournment of the meeting; provided, however, that the board of directors may fix a new record date for the adjourned meeting and further provided that the adjournment or adjournments do not exceed thirty days in the aggregate.

Section 2.06. Presiding Officer: Order of Business. Meetings of the shareholders shall be presided over by the chairperson of the board of directors, if there be one, or if the chairperson is not present, by the vice chairperson of the board of directors, if there be one, or if the vice chairperson is not present, by the president, or if the president is not present, by a vice president in the order designated by the board of directors, or if the vice president is not present, by a chairperson to be chosen by a majority of the shareholders entitled to vote at the meeting who are present in person or by proxy. The secretary of the Corporation, or, in the secretary's absence, an assistant secretary, shall act as secretary of every meeting, but if neither the secretary nor an assistant secretary is present, the presiding officer shall choose any person present to act as secretary of the meeting.

Section 2.07. Voting.

(a) Except with respect to the election of directors, each shareholder of record (except the holder of shares which have been called for redemption and with respect to which an irrevocable deposit of funds sufficient to redeem such shares has been made) shall have the right, at every shareholders' meeting, to one (1) vote for every share, and to a corresponding fraction of a vote with respect to every fractional share, of stock of the Corporation standing in his or her name on the books of the Corporation, subject, however, to any provisions respecting voting rights as may be contained in the articles of incorporation or any amendments thereto.

(b) 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 him or her by proxy. Every proxy shall be executed in writing by the shareholder or by his or her duly authorized attorney-in-fact and shall be filed with the secretary or an assistant secretary of the corporation before the taking of any vote on the issue as to which the proxy intends to act.

Section 2.08. Voting Lists.

(a) A complete list of the shareholders of the Corporation entitled to vote at each meeting of shareholders or any adjournment thereof, arranged in alphabetical order, with the address of and number of shares owned by, each such shareholder shall be prepared by the secretary, or other

officer of the Corporation having charge of the share transfer books. This list shall be produced and kept open at the time and place of the meeting and shall be subject to inspection by any shareholder at any time during the meeting for the purposes thereof.

(b) Failure to comply with the requirements of this section shall not affect the validity of any action taken as such meeting of the shareholders.

Section 2.09. Consent of Shareholders in Lieu of Meeting. Any action which may be taken at a meeting of the shareholders or a class of shareholders of the Corporation may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all the shareholders entitled to vote with respect to the subject matter thereof Such consent shall have the same effect as a unanimous vote of shareholders.

ARTICLE III

Board of Directors

Section 3.01. Powers. The board of directors shall have full power to conduct, manage, and direct the business and affairs of the Corporation, except as specifically reserved or granted to the shareholders by statute, the articles of incorporation or these bylaws.

Section 3.02. Number and Term of Office. The board of directors shall consist of such number of directors, not fewer than one (1) nor more than twelve (12), as may be determined from time to time by resolution of the board of directors. Except as hereinafter provided, directors shall be elected at the annual meeting of the shareholders and each director shall serve until the next annual meeting of shareholders and until his or her successor shall be elected and qualified, or until his or her earlier resignation or removal.

Section 3.03. Qualification and Election.

(a) All directors of the Corporation shall be natural persons of at least 18 years of age, and need not be residents of Maine or shareholders in the Corporation. Except in the case of vacancies, directors shall be elected by the shareholders. Upon the demand of any shareholder at any

meeting of shareholders for the election of directors, the chairperson of the meeting shall call for and shall afford a reasonable opportunity for the making of nominations for the office of director. If the board of directors is classified with respect to the power of shareholders to elect directors or with respect to the terms of directors and if, due to a vacancy or vacancies or otherwise, directors of more than one class are to be elected, each class of directors to be elected at the meeting shall be nominated and elected separately. Any shareholder may nominate as many persons for the office of director as there are positions to be filled. If nominations for the office of director have been called for as herein provided, only candidates who have been nominated in accordance herewith shall be eligible for election.

(b) At each election for directors every shareholder entitled to vote at such election shall have the right to vote, in person or by proxy, the number of shares owned by the shareholder for as many persons as there are directors to be elected and for whose election the shareholder has a right to vote, or to cumulate the shareholder's votes by giving one candidate as many votes as the number of such directors multiplied by the number of the shareholder's share shall equal, or by distributing such votes on the same principle among any number of such candidates. The candidates receiving the highest number of votes from each class or group of classes entitled to elect directors separately up to the number of directors to be elected in the same election by such class or group of classes shall be elected.

Section 3.04. Presiding Officer. Meetings of the board of directors shall be presided over by the chairperson of the board, if there is one, or if the chairperson is not present, by the vice chairperson of the board, if there is one, or if the vice chairperson is not present, by the president, or if the president is not present, by a vice president, in the order designated by the board of directors, or if the vice president is not present, by a chairperson to be chosen by a majority of the board of directors at the meeting. The secretary of the Corporation, or, in the secretary's absence, an assistant secretary, shall act as secretary of every meeting, but if neither the secretary nor an assistant secretary is present, the chairperson shall choose any person present to act as secretary of the meeting.

Section 3.05. Resignations. Any director of the Corporation may resign at any time by giving written notice to the president, the secretary or assistant secretary of the Corporation. Such resignation shall take effect at the date of the receipt of such notice or at any later time specified

therein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make if effective.

Section 3.06. Vacancies.

(a) Any vacancy occurring in the board of directors may be filled by the affirmative vote of the majority of the remaining directors though not less than a quorum, or by a sole remaining director at any regular or special meeting. The director so elected shall continue in office until the next election of directors when such director's successor is elected and qualified. Any newly created directorship shall be deemed a vacancy.

(b) When one or more directors shall resign from the board, effective at a future time, a majority of the directors then in office, including those who have so resigned, shall have power to fill such vacancy or vacancies, the vote thereon to take effect when such resignation or resignations shall become effective. Each director so chosen shall hold office until the next election of directors when such director's successor is elected and qualified.

Section 3.07. Removal.

(a) At a special meeting of shareholders called for the purpose of removing directors, any director or the entire board of directors may be removed, with or without cause, by a vote of the holders of a majority of the shares then entitled to vote at an election of directors except that if less than the entire board is to be removed, no one of the directors may be removed if the votes cast against his or her removal would be sufficient to elect him or her if they cumulatively voted at an election of the entire board of directors or, if there be classes of directors, at an election of the class of directors of which he or she is a part.

(b) Whenever the holders of the shares of any class are entitled to elect one or more directors by the provisions of the articles of incorporation, the provisions of section 3.07(a) of these bylaws shall apply, in respect to the removal of a director or directors so elected, to the vote of the holders of the outstanding shares of that class and not to the vote of the outstanding shares as a whole.

(c) In case the board or such class of the board or any one or more directors is so removed, new directors may be elected at the same meeting. If the shareholders fail to elect persons to fill the unexpired term or terms of the director or directors removed, such unexpired terms shall be considered vacancies on the board to be filled by the remaining directors in accordance with section 3.06(a) of these bylaws.

Section 3.08. Place of Meeting.

(a) The board of directors may hold its meetings at such place or places as the board of directors may from time to time appoint, or as may be designated in the notice calling the meeting.

(b) Meetings may be held by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in such a meeting shall constitute presence in person at such meeting.

Section 3.09. Regular Meetings. Regular meetings of the board of directors shall be held at such time and place as shall be designated from time to time by resolution of the board of directors. If the date fixed for any regular meeting is a legal holiday under the laws of the place where such meeting is to be held, then the meeting shall be held on the next succeeding business day, not a Saturday, or at such other time as may be determined by resolution of the board of directors. At regular meetings, the directors shall transact such business as may properly be brought before the meeting. Notice of regular meetings need not be given.

Section 3.10. Special Meetings. Special meetings of the board of directors shall be held whenever called by the chairperson of the board, the president or two or more of the directors. Notice of each such meeting shall be given to each director by the Secretary or an Assistant Secretary of the Corporation, or by any other officer authorized by the board of directors. Such notice shall be given to each director personally or by mail, messenger, telephone, telecopy or telegraph at such director's business or residence address. Notice by mail shall be deposited in the United States mail, postage prepaid, not later than the fifth (5th) day prior to the date fixed for such special meeting. Notice by telephone, telecopy or telegraph shall be sent, and notice given personally or by messenger shall be delivered, at least forty-eight (48) hours prior to the time set for such special meeting. Notice

of a special meeting of the board of directors need not contain a statement of the purpose of such special meeting.

Section 3.11. Board Action Without Meeting. Any action required or permitted to be taken by the Board of Directors, may be taken without a meeting, and with the same force and effect as the unanimous vote of Directors, if all members of the Board shall individually or collectively consent in writing to such action.

Section 3.12. Quorum, Manner of Acting, and Adjournment. A majority of the directors then serving shall constitute a quorum for the transaction of business. Except as otherwise specified in the articles of incorporation or these bylaws or provided by statute, the acts of a majority of the directors present at a meeting at which a quorum is present shall be the acts of the board of directors. The directors shall act only as a board and the individual directors shall have no power as such; provided, however, that any action which may be taken at a meeting of the board or of a committee may be taken without a meeting of the board of directors or of a committee may be taken without a meeting if all directors or committee members, as the case may be, consent thereto in writing. Such consent shall have the same effect as a unanimous vote.

Section 3.13. Executive and Other Committees.

(a) The board of directors, by resolution adopted by a majority of the full board, may designate from among its members an Executive Committee and one or more other committees, each committee to consist of two or more directors. The board may designate one or more directors as alternate members of the committee. In the absence or disqualification of a member, and the alternate or alternates, if any, designated for such member, of any committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not he, she or they constitute a quorum, may unanimously appoint another director to act at the meeting in the place of any absent or disqualified member.

(b) Except as otherwise provided in this section, the Executive Committee shall have and exercise all of the authority of the board in the management of the business and affairs of the Corporation and any other committee shall have and exercise the authority of the board to the

extent provided in the resolution designating the committee. The board of directors, with or without cause, may dissolve any such committee or remove any member thereof at any time.

(c) No such committee of the board shall have the authority of the board in reference to:

(1) The amendment or repeal of the bylaws or the adoption of new bylaws;

(2) Declaring any dividend;

(3) Issuing any authorized but unissued shares;

(4) Establishing and designating any class or series of share and fixing and determining the relative rights and preferences thereof, changing the statutory agent of the Corporation, or otherwise effecting any amendment of the articles of incorporation of the Corporation;

(5) Recommending to the shareholders any plan for the sale, lease or exchange of all or substantially all of the property and assets of the Corporation, any amendment of the articles of incorporation, any plan of merger or consolidation, any voluntary dissolution of the Corporation or any revocation of any election of the Corporation to dissolve voluntarily;

(6) The filling of vacancies on the board of directors or in any committee of the board of directors;

(7) The fixing of compensation of directors for serving on the board or on any committee of the board of directors; or

(8) The submission to shareholders of any action that requires shareholder approval by law.

(d) Sections 3.09, 3.10, 3.11 shall be applicable to committees of the board of directors.

Section 3.14. Compensation. Directors, and members of any committee of the board of directors, shall be entitled to such reasonable compensation for their services as directors and members of any such committee as shall be fixed from time to time by resolution of the board of directors, and also shall be entitled to reimbursement for any reasonable expenses incurred in attending such meetings. Any director receiving compensation under these provisions shall not be barred from serving the Corporation in any other capacity and receiving reasonable compensation for such other services.

Section 3.15. Dividends. Except as limited by statute and the articles of incorporation, the board of directors shall have full power to determine whether any, and, if so, what part, of the funds legally available for the payment of dividends shall be declared in dividends and paid to the shareholders of the Corporation. The board of directors may fix a sum which may be set aside or reserved over and above the paid-in capital of the Corporation for working capital or as a reserve for any proper purpose, and from time to time may increase, diminish and vary such fund.

Section 3.16. Minutes. The Corporation shall keep minutes of the proceedings of its board of directors and committees thereof.

Section 3.17. Director Conflicts of Interest.

(a) No contract or other transaction between the Corporation and one or more of its directors or any other corporation, firm, association or entity in which one or more of its directors are directors or officers or are financially interested, shall be either void or voidable because of such relationship or interest or because such director or directors are present at the meeting of the board of directors or a committee thereof which authorizes, approves or ratifies such contract or transaction or because his, her or their votes are counted for such purpose, if:

1. The fact of such relationship or interest is disclosed or known to the board of directors or committee which authorizes approves or ratifies the contract or transaction by

a vote or consent sufficient for the purpose without counting the votes or consents of such interested directors; or

2. The fact of such relationship or interest is disclosed or known to the shareholders entitled to vote and they authorize, approve or ratify such contract or transaction by vote or written consent; or

3. The contract or transaction is fair and reasonable to the Corporation at the time the contract or transaction is authorized, approved or ratified, in the light of circumstances known to those entitled to vote thereon at that time.

(b) Common or interested directors may be counted in determining the presence of a quorum at a meeting of the board of directors or a committee thereof which authorizes, approves or ratifies such contract or transaction.

ARTICLE IV

Notice - Waivers

Section 4.01. Notice, What Constitutes. Whenever written notice to any person is required by the articles of incorporation, these bylaws, or statute, it may be given to such person either personally or by sending a copy thereof through the mail to his or her address appearing on the books of the Corporation, or supplied by him or her to the Corporation for the purpose of notice. If the notice is sent by mail it shall be deemed to have been given to the person entitled thereto when deposited in the United States mail.

Section 4.02. Waiver of Notice.

(a) Whenever any notice is required to be given to any shareholder or director by the articles of incorporation, these bylaws, or statute, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice.

(b) Attendance of a person at any meeting shall constitute a waiver of notice of such meeting, except when a person attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

ARTICLE V

Officers

Section 5.01. Number, Qualifications and Designations. The officers of the Corporation shall be a president, who shall also be the chief executive officer ("CEO") unless otherwise specified by the board, one or more vice-presidents if so designated by resolution of the board of directors, a secretary, a treasurer, and such other officers as may be elected in accordance with the provisions of Section 5.03 hereof. Any two or more offices may be held by the same person. Officers may, but need not, be directors or shareholders of the Corporation. The board of directors may elect from among the members of the board a chairperson of the board and a vice chairperson of the board who shall be officers of the Corporation.

Section 5.02. Election and Term of Office. The officers of the Corporation, except those elected by delegated authority pursuant to Section 5.03 hereof, shall be elected by the board of directors, and each such officer shall hold office until such officer's successor shall have been duly elected and qualified, or until such officer's death, resignation or removal.

Section 5.03. Subordinate Officers, Committees and Agents. The board of directors from time to time may elect such committees, employees or other agents as the business of the Corporation may require, including one or more assistant secretaries, and one or more assistant treasurers, each of whom shall hold office for such period, have such authority, and perform such duties as are provided in these bylaws, or as the board of directors from time to time may determine. The directors may delegate to any officer or committee the power to elect subordinate officers and to retain or appoint employees or other agents.

Section 5.04. Resignations. Any officer or agent may resign at any time by giving written notice to the board of directors, or the president or the secretary of the Corporation. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified

therein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5.05. Removal. Any officer or agent of the Corporation may be removed by the board of directors whenever the best interests of the Corporation will be served thereby. Such removal shall not prejudice the contract rights, if any, of a person so removed. Election or appointment of an officer or agent shall not itself create contract rights.

Section 5.06. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled by the board of directors or by the officer or committee to which the power to fill such office has been delegated pursuant to Section 5.03 hereof, as the case may be.

Section 5.07. General Powers. All officers and agents of the Corporation, as between themselves and the Corporation, shall have such authority and perform such duties in the management of the Corporation as may be provided in these bylaws, or as may be determined by resolution of the board of directors not inconsistent with these bylaws.

Section 5.08. The Chairperson and Vice Chairperson of the Board. The chairperson of the board, or in the Chairperson's absence, the vice chairperson of the board, shall preside at all meetings of the shareholders and the board of directors, and shall perform such other duties as may from time to time be requested of him or her by the board of directors.

Section 5.09. The Chief Executive Officer. The board of directors may designate a chief executive officer who shall perform such duties as from time to time may be requested by the board of directors.

Section 5.10. The President. The president shall have general supervision over the business and operation of the Corporation, subject to the control of the board of directors. The president shall sign, execute, and acknowledge, in the name of the Corporation, deeds, mortgages, bonds, contracts or other instruments, authorized by the board of directors, except in cases where the signing

and execution thereof shall be expressly delegated by the board of directors, or by these bylaws, to some other officer or agent of the Corporation, and, in general, shall perform all duties incident to the office of president, and such other duties as from time to time may be assigned the board of directors.

Section 5.11. The Vice Presidents. Vice presidents, in the order designated by the board of directors, shall perform the duties of the president in the president's absence or disability. Each vice president shall have such other duties as from time to time may be assigned by the board of directors or the president.

Section 5.12. The Secretary. The secretary or an assistant secretary shall attend all meetings of the shareholders and the board of directors and shall record all the votes of the shareholders and the directors and the minutes of the meetings of the shareholders, the board of directors and committees of the board in the book or books to be kept for that purpose; shall see that notices are given and records and reports are properly kept and filed by the Corporation as required by law; shall be the custodian of the seal of the Corporation; and, in general, shall perform all duties incident to the office of the secretary, and such other duties as from time to time may be assigned by the board of directors or the president.

Section 5.13. The Treasurer. The treasurer or an assistant treasurer shall have or provide for the custody of the funds or other property of the Corporation and shall keep a separate book account of the same; shall collect and receive or provide for the collection and receipts of monies earned by or in any manner due to or received by the Corporation; shall deposit all funds in his or her custody as treasurer in such banks or other places of deposit as the board of directors from time to time may designate; shall, whenever so required by the board of directors, render an account showing his or her transactions as treasurer and the financial condition of the Corporation; and, in general, shall discharge such other duties as from time to time may be assigned by the board of directors or the president.

Section 5.14. Salaries. The salaries of the officers elected by the board of directors shall be fixed from time to time by the board of directors or by such officer as may be designated by

resolution of the board. The salaries or other compensation of any other officers, employees and other agents shall be fixed from time to time by the officer or committee to which the power to elect such officers or to retain or appoint such employees or other agents has been delegated pursuant to Section 5.03 hereof. No officer shall be prevented from receiving such salary or other compensation by reason of the fact that such officer also is a director of the Corporation.

ARTICLE VI

Certificates of Stock

Section 6.01. Issuance. The interest of each shareholder of the Corporation shall be evidenced by certificates for the shares of stock. The share certificates of the Corporation shall be numbered and registered in the share ledger and transfer books of the Corporation as they are issued. They shall be signed by the president or a vice president and the secretary or an assistant secretary of the Corporation, and may bear the corporate seal, which may be a facsimile, engraved or printed. The signatures of such officers upon a certificate may be facsimiles if the certificate is countersigned by a transfer agent or registered by a registrar, other than the Corporation itself or an employee of the Corporation. In case any officer who has signed or whose facsimile signature has been placed upon any share certificate shall have ceased to be such officer because of death, resignation or otherwise before the certificate is issued, it may be issued by the Corporation with the same effect as if the officer has not ceased to be such as the date of its issue.

Section 6.02. Subscriptions for Shares. Unless the subscription agreement provides otherwise, subscriptions for shares, regardless of the time made, shall be paid at such time as determined by the board of directors. All calls made by the board of directors for payments on subscriptions shall carry the same terms with regard to all shares of the same class or as to all shares of the same series, as the case may be.

Section 6.03. Transfers. Transfers of shares of the capital stock of the Corporation shall be made on the books of the Corporation by the registered owner thereof, or by his or her duly authorized attorney, with a transfer clerk or transfer agent or registrar appointed as provided in Section 6.07 hereof, and on surrender of the certificate or certificates for such shares properly endorsed and

with all taxes thereon paid. No transfer shall be made which is inconsistent with the provisions of the Uniform Commercial Code as adopted in Maine.

Section 6.04. Share Certificates. Certificates for shares of the Corporation shall be in such form as provided by statute and approved by the board of directors. The share record books and the blank share certificate books shall be kept by the secretary or by any agency designated by the board of directors for that purpose. Every certificate exchanged or returned to the Corporation shall be marked "Canceled", with the date of cancellation.

Section 6.05. Lost, Destroyed, Mutilated or Stolen Certificates. The holder of any shares of the Corporation shall immediately notify the Corporation of any loss, destruction, mutilation or theft of the certificate therefor, and the board of directors may, in its discretion, cause a new certificate or certificates to be issued to such holder in case of mutilation of the certificate, upon the surrender of the mutilated certificate, or, in case of loss, destruction or theft of the certificate, upon satisfactory proof of such loss, destruction or theft, and, if the board of directors shall so determine, the submission of a properly executed lost security affidavit and indemnity agreement, or the deposit of a bond in such form and in such sum, and with such surety or sureties, as the board of directors may direct.

Section 6.06. Transfer Agent and Registrar. The board of directors may appoint one or more transfer agents or transfer clerks and one or more registrars, and may require all certificates for shares to bear the signature or signatures of any of them.

ARTICLE VII

Indemnification

Section 7.01. Procedure for Effecting Indemnification. Indemnification of an authorized representative of the Corporation (which, for purposes of this article shall mean a director, officer, fiduciary as defined by the Employee Retirement Income Security Act of 1974 ("Fiduciary") or agent of the Corporation, or a director, officer, employee or agent of another corporation partnership, joint venture, trust or other enterprise serving as such at the request of the Corporation) shall be made when ordered by court (in which case the expense, including attorneys' fees, of the authorized

representative in enforcing such right of indemnification shall be added to and be included in the final judgment against the Corporation) and shall be made in a specific case upon a determination that indemnification of the authorized representative is required or proper in the circumstances because the applicable standard of conduct set forth in the Maine Business Corporation Act as amended from time to time has been met. Such determination shall be made in accordance with the Maine Business Corporation Act as amended from time to time.

Section 7.02. Advancing Expenses. Expenses (including attorneys' fees) incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding, as determined to be authorized in accordance with the Maine Business Corporation Act as amended from time to time upon receipt of an undertaking by or on behalf of a director, officer or Fiduciary to repay such amount unless it ultimately shall be determined that such person is entitled to be indemnified by the Corporation as required in the articles of incorporation or this Article. To the extent authorized by law such expenses may be paid by the Corporation in advance on behalf of any other authorized representative when authorized by the board of directors upon receipt of a similar undertaking.

Section 7.03. Scope of Article. The indemnification provided in the articles of incorporation or by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any agreement, vote of shareholders or disinterested directors, statute or otherwise, both as to action in an official capacity and as to action in another capacity while holding such office or position, and shall continue as to a person who has ceased to be an authorized representative of the Corporation and shall inure to the benefit of the heirs and personal representatives of such a person.

ARTICLE VIII

Miscellaneous

Section 8.01. Corporate Seal. The Corporation may have a corporate seal in the form of a circle containing the name of the Corporation, the year of incorporation and such other details as may be approved by the board of directors. Nothing in these bylaws shall require the

impression of a corporate seal to establish the validity of any document executed on behalf of the Corporation.

Section 8.02. Checks. All checks, notes, bills of exchange or other orders in writing shall be signed by such person or persons as the board of directors from time to time may designate.

Section 8.03. Contracts. The board of directors may authorize any officer or officers, agent or agents to enter into any contract or to execute or deliver any instrument on behalf of the Corporation, and such authority may be general or confined to specific instances.

Section 8.04. Deposits. All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies, or other depositories as the board of directors may approve or designate, and all such funds shall be withdrawn only upon checks signed by such one or more officers or employees as the board of directors from time to time shall determine.

Section 8.05. Reports. The board of directors shall present at the annual meeting of shareholders a report of the financial condition of the Corporation as of the closing date of the preceding fiscal year. Such report shall be in such form as shall be approved by the board of directors and shall be available for the inspection of shareholders at the annual meeting. Unless required by statute, the board of directors shall not be required to cause such report to be sent to the shareholders. Unless required by statute, the board of directors may, but shall not be required to, have such report prepared and verified by an independent certified public accountant or by a firm of practicing public accountants.

Section 8.06. Corporate Records.

(a) There shall be kept at the principal office of the Corporation an original or duplicate record of the proceedings of the shareholders and of the directors, and the original or a copy of the bylaws including all amendments or alterations thereto to date, certified by the secretary of the Corporation. An original or duplicate share register also shall be kept at the registered office or principal place of business of the Corporation, or at the office of a transfer agent or registrar, giving the names of the shareholders, their respective addresses and the number and class of shares held by

each. The Corporation also shall keep appropriate, complete and accurate books or records of account, which may be kept at the office of its statutory agent or at its principal place of business.

(b) Any person who shall have been a holder of record of shares or of a voting trust beneficial interest therefor, at least six months immediately preceding a demand or shall be the holder of record of, or the holder of record of voting trust beneficial interest for, at least five percent of all the outstanding shares of the Corporation, upon written demand directed to the Corporation at its principal office or its statutory agent, shall have the right to examine, in person, or by agent or attorney, at any reasonable time or times, for any proper purpose the Corporation's relevant books and records of accounts, minutes, and record of shareholders and to make copies of or extracts therefrom. In every instance where any attorney or other agent shall be the person who seeks the right to inspection, the demand under oath shall be accompanied by a power of attorney or such other writing which authorizes the attorney or other agent to so act on behalf on the shareholder.

Section 8.07. Voting Securities Held by the Corporation. Unless otherwise ordered by the board of directors, the president shall have full power and authority on behalf of the Corporation to attend and to act and to vote at any meeting of security holders of other corporations in which the Corporation may hold securities. At such meeting the president shall possess and may exercise any and all rights and powers incident to the ownership of such securities which the Corporation might have possessed and exercised if it had been present. The board of directors from time to time may confer similar powers upon any other person or persons.

Section 8.08. Amendment of Bylaws. Except as may otherwise be provided in the articles of incorporation, these bylaws may be amended or replaced, or new bylaws may be adopted, by the board of directors of the Corporation at any regular or special meeting of directors, subject to repeal or change by action of the shareholders. It shall not be necessary to set forth such proposed amendment, repeal or new bylaws, or a summary thereof, in any notice of such meeting, whether annual, regular or special.

CERTIFICATION

I hereby certify that the foregoing bylaws were adopted by unanimous written consent of the board of directors of the Corporation on the 27th day of December, 1999.

/s/ Michael Deitch

Michael Deitch, Secretary

CERTIFICATE OF FORMATION

OF

PROVIDENCE HUMAN SERVICES OF MASSACHUSETTS, LLC

This Certificate of Formation of Providence Human Services of Massachusetts, LLC (the "Company"), dated as of June 2, 2014, is being duly executed and filed by Tene Wright, an individual, as an authorized person, to form a limited liability company under the Delaware Limited Liability Company Act (6 Del.C. §18-101, et seq.).

FIRST. The name of the limited liability company formed hereby is Providence Human Services of Massachusetts, LLC.

SECOND. The address of the registered office of the Company in the State of Delaware is 2711 Centerville Road, Suite 400, Wilmington, DE 19808.

THIRD. The name and address of the registered agent for service of process on the Company in the State of Delaware is Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, New Castle County, DE 19808.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation as of the date first above written.

Authorized Person:

/s/ Tene Wright
Tene Wright
Organizer

STATE OF DELAWARE

CERTIFICATE OF AMENDMENT

1. Name of Limited Liability Company: Providence Human Services of Massachusetts, LLC.

2. The Certificate of Formation of the limited liability company is hereby amended as follows:

   1. The name of the limited liability company is Pathways of Massachusetts LLC.

IN WITNESS WHEREOF, the undersigned has executed this Certificate on this 2nd day of November, A.D. 2015.

By: /s/ Jeff D. Barlow
Authorized Person

Name: Jeff D. Barlow, Secretary
Print or Type

Limited Liability Company Agreement of

Providence Human Services of Massachusetts, LLC

This Limited Liability Company Agreement ("**Agreement**") of Providence Human Services of Massachusetts, LLC (the "**Company**"), effective as of July __, 2014 (the "**Effective Date**"), is entered into by The Providence Service Corporation, as the sole member of the Company (the "**Member**") and Warren S. Rustand, an individual, as Manager.

WHEREAS, the Company was formed as a limited liability company on June 2, 2014 by the filing of a Certificate of Formation with the Secretary of State of the State of Delaware pursuant to and in accordance with the Delaware Limited Liability Company Act, as amended from time to time (the "**Act**"); and

WHEREAS, the Member agrees that the membership in and management of the Company shall be governed by the terms set forth herein.

NOW, THEREFORE, the Member agrees as follows:

1. Name. The name of the Company is "Providence Human Services of Massachusetts, LLC".

2. Purpose. The purpose of the Company is to engage in any lawful act or activity for which limited liability companies may be formed under the Act and to engage in any and all activities necessary or incidental thereto.

3. Principal Office; Registered Agent.

(a) Principal Office. The location of the principal office of the Company shall be 64 East Broadway Blvd., Tucson, Arizona 85701, or such other location as the Member may from time to time designate.

(b) Registered Agent. The registered agent of the Company for service of process in the State of Delaware and the registered office of the Company in the State of Delaware shall be that person and location reflected in the Certificate of Formation. In the event the registered agent ceases to act as such for any reason or the registered office shall change, the Member shall promptly designate a replacement registered agent or file a notice of change of address, as the case may be, in the manner provided by law.

4. Members.

(a) Initial Member. The name and the business, residence or mailing address of the Member are as follows:

Name	**Address**
The Providence Service Corporation	64 East Broadway Blvd. Tucson, Arizona 85701

(b) Additional Members. One or more additional members may be admitted to the Company with the consent of the Member. Prior to the admission of any such additional members to the Company, the Member shall amend this Agreement to make such changes as the Member shall determine to reflect the fact that the Company shall have such additional members. Each additional member shall execute and deliver a supplement or counterpart to this Agreement, as necessary.

(c) Membership Interests; Certificates. The Company will not issue any certificates to evidence ownership of the membership interests.

5. Management.

(a) Except as specifically provided herein, the management and control of the Company shall be vested exclusively in the Manager (the "**Manager**"). The Manager may exercise all such powers of the Company and do all such lawful acts and things as are not by the Act or by this Agreement directed or required to be exercised or done by the Members. Without limiting the Foregoing, the Manager shall be responsible for the establishment of policy and operating procedures respecting the business affairs of the Company and the appointment of Officers and delegation of duties thereto as herein contemplated. The Manager elected shall hold office until his or her successor is elected and qualified, or until his or her resignation or removal. Managers need not be Members but must be, if applicable, at least 18 years of age. In furtherance of the foregoing, the Member hereby elects Warren S. Rustand, as Manager, to serve until his successor is duly elected and qualified or until his earlier resignation or removal. Any action taken by the Manager shall constitute the act of and serve to bind the Company. Persons dealing with the Company are entitled to rely conclusively on the power and authority of the Manager as set forth in this Agreement. The Manager shall have all rights and powers of a manager under the Act, and shall have such authority, rights and powers in the management of the Company to do any and all other acts and things necessary, proper, and convenient or advisable to effectuate the purposes of this Agreement.

(b) Election of Officers; Delegation of Authority. The Manager may, from time to time, designate one or more officers with such titles as may be designated by the Manager to act in the name of the Company with such authority as may be delegated to such officers by the Manager (each such designated person, an "**Officer**"). Any such Officer shall act pursuant to such delegated authority until such Officer is removed by the Manager. Any action taken by an Officer designated by the Manager pursuant to authority delegated to such Officer shall constitute the act of and serve to bind the Company. Persons dealing with the Company are entitled to rely conclusively on the power and authority of any officer set forth in this Agreement and any instrument designating such officer and the authority delegated to him or her.

(c) No Exclusive Duty to the Company. Notwithstanding any provision at law or in equity, no Manager or Officer shall be required to manage the Company as its sole and exclusive function. Notwithstanding any provision at law or in equity, a Manager or Officer may have other business interests and may engage in other activities in addition to those relating to the Company. Neither the Company nor any Member shall have any right, by virtue of this Agreement, to share or participate in other investments or activities of any Manager or Officer or to the income or proceeds derived therefrom.

6. Liability of Member; Indemnification.

(a) Liability of Member. To the fullest extent permitted by law, no Member, Manager or Officer shall be liable to the Company or any other Member for any act or omission in connection with the management of the business or affairs of the Company unless such act or omission was taken or made in bad faith or constitutes gross negligence or willful misconduct.

(b) Indemnification. The Company shall, to the fullest extent permitted by law, indemnify and hold harmless each Member, Manager and Officer against any losses, judgments, liabilities or expenses incurred in settling any claim or incurred in any finally adjudicated legal proceeding, including reasonable attorneys' fees and costs of removing any liens affecting property of the indemnitee, and/or amounts paid in settlement of any claims sustained by it arising from or relating to the Company, provided that the same were not the result of (a) actions or omissions of such Member, Manager or Officer taken or made in bad faith or which constitute gross negligence or willful misconduct or (b) actions or claims instituted by such Member, Manager or Officer (other than claims or actions seeking to enforce the indemnification obligations hereunder) provided, however, that any indemnity under this **Section 6(b)** 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) Payment of Expenses in Advance. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Company in advance of the final disposition of such action, suit or proceeding, as authorized by the Members in the specific case, upon receipt of an undertaking by the Member, Manager or Officer as the case may be, to repay such amount unless it shall ultimately be determined that such Member, Manager or Officer is entitled to be indemnified by the Company.

(d) Provisions Not Exclusive. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any statute, agreement, vote of Members or otherwise, both as to action in an official capacity and as to action in another capacity while holding such office.

7. Term. The term of the Company shall be perpetual unless the Company is dissolved and terminated in accordance with **Section 11**.

8. Initial Capital Contributions. The Member hereby agrees to contribute to the Company such cash, property or services as determined by the Member.

9. Tax Status; Income and Deductions.

(a) Tax Status. As long as the Company has only one member, it is the intention of the Company and the Member that the Company be treated as a disregarded entity for federal and all relevant state tax purposes and neither the Company nor the Member shall take any action or make any election which is inconsistent with such tax treatment. All provisions of this Agreement are to be construed so as to preserve the Company's tax status as a disregarded entity.

(b) Income and Deductions. All items of income, gain, loss, deduction and credit of the Company (including, without limitation, items not subject to federal or state income tax) shall be treated

for federal and all relevant state income tax purposes as items of income, gain, loss, deduction and credit of the Member.

10. Distributions. Distributions shall be made to the Member at the times and in the amounts determined by the Member.

11. Dissolution; Liquidation.

(a) The Company shall dissolve, and its affairs shall be wound up upon the first to occur of the following: (i) the written consent of the Member or (ii) any other event or circumstance giving rise to the dissolution of the Company under Section 18-801 of the Act, unless the Company's existence is continued pursuant to the Act.

(b) Upon dissolution of the Company, the Company shall immediately commence to wind up its affairs and the Member shall promptly liquidate the business of the Company. During the period of the winding up of the affairs of the Company, the rights and obligations of the Member under this Agreement shall continue.

(c) In the event of dissolution, the Company shall conduct only such activities as are necessary to wind up its affairs (including the sale of the assets of the Company in an orderly manner), and the assets of the Company shall be applied as follows: (i) first, to creditors, to the extent otherwise permitted by law, in satisfaction of liabilities of the Company (whether by payment or the making of reasonable provision for payment thereof); and (ii) thereafter, to the Member.

(d) Upon the completion of the winding up of the Company, the Member shall file a Certificate of Cancellation in accordance with the Act.

12. Miscellaneous.

(a) Amendments. Amendments to this Agreement may be made only with the consent of the Member.

(b) Governing Law. This Agreement shall be governed by the laws of the State of Delaware.

(c) Severability. In the event that any provision of this Agreement shall be declared to be invalid, illegal or unenforceable, such provision shall survive to the extent it is not so declared, and the validity, legality and enforceability of the other provisions hereof shall not in any way be affected or impaired thereby, unless such action would substantially impair the benefits to any party of the remaining provisions of this Agreement.

[Signatures on Following Page]

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the date first above written.

MEMBER:

THE PROVIDENCE SERVICE CORPORATION,
a Delaware corporation

By: /s/ Warren S. Rustand
Name: Warren S. Rustand
Title: Chief Executive Officer

MANAGER:

WARREN S. RUSTAND,
an individual

/s/ Warren S. Rustand

Microfilm Number 9953- 345

Entity Number 73916 15

Filed with the Department of State on JUL 15 1999

Secretary of the Commonwealth

JK

ARTICLES OF AMENDMENT-DOMESTIC NONPROFIT CORPORATION

DSCB:15-5915 (Rev 90)

In compliance with the requirements of 15 Pa.C.S. § 5915 (relating to articles of amendment), the undersigned nonprofit corporation, desiring to amend its articles, hereby states that:

1. The name of the corporation is: **Regional Development Corporation**

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) 433 South Centre Street	Pottsville	PA	17901	Schuylkill
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: **Pennsylvania Nonprofit Corporation Law of 1972**

4. The **date** of its incorporation is: **September 11, 1981**

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

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

___ The amendment shall be effective on: _____ (Date) at _____ (Hour)

6. **(Check one of the following):**

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

___ The amendment was adopted by the board of directors pursuant to 15 Pa.C.S. § 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:

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

9953- 346

DSCB:15-5915 (Rev 90)-2

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

X 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 12th day of July, 1999.

REGIONAL DEVELOPMENT CORPORATION
(Name of Corporation)

BY: _____
(Signature)

TITLE: Secretary Board Of Directors

EXHIBIT "A"

AMENDED AND RESTATED
ARTICLES OF INCORPORATION

1. The name of the corporation is: Regional Development Corporation.

2. The address of this corporation's registered office in this Commonwealth is: 210 South Centre Street, Pottsville, PA 17901, Schuylkill County.

3. The corporation is incorporated under the Pennsylvania Nonprofit Corporation Law of 1972 for the following purpose or purposes:

To aid and promote governmental or municipal services and to engage in and to do any lawful act concerning any or all lawful business for which a nonprofit corporation may be incorporated under the laws of the Commonwealth of Pennsylvania.

4. The corporation does not contemplate pecuniary gain or profit, incidental or otherwise.

5. The corporation is organized upon a nonstock basis.

6. The corporation may have members. The qualifications, rights and limitations of members shall be as set forth in the Bylaws of the corporation.

Microfilm Number 200060-1695

Entity Number 739615

Filed with the Department of State on AUG 04 2000

Secretary of the Commonwealth

ARTICLES OF AMENDMENT-DOMESTIC NONPROFIT CORPORATION

DSCB:15-5915 (Rev 91)

In compliance with the requirements of 15 Pa.C.S. § 5915 (relating to articles of amendment), the undersigned nonprofit corporation, desiring to amend its articles, hereby states that:

1. The **name** of the corporation is: REGIONAL DEVELOPMENT CORPORATION

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) 210 South Centre Street (Number and Street) Pottsville (City) PA (State) 17901 (Zip) Schuylkill (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: Nonprofit Corporation Law of 1972

4. The **date** of its incorporation is: September 11, 1981

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

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

   ___ The amendment shall be effective on: _____ (Date) at _____ (Hour)

6. **(Check one of the following):**

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

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

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

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

   The name of the Corporation shall be as follows:

   THE REDCO GROUP

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

PA DEPT. OF STATE

AUG 04 2000

M. BURR KEIM COMPANY

DSCB:15-5915 (Rev 91)-2 200060 - 1696

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 2nd day of August, 19: 2000.

REGIONAL DEVELOPMENT CORPORATION
(Name of Corporation)

BY: _____
(Signature)

TITLE: President

Entity #: 739615
Date Filed: 06/01/2011
Carol Aichele
Secretary of the Commonwealth

PENNSYLVANIA DEPARTMENT OF STATE
CORPORATION BUREAU

Articles of Conversion

(15 Pa.C.S.)

☐ Domestic Business to Nonprofit (§ 1963)
☒ Domestic Nonprofit to Business Corporation (§ 5963)

Commonwealth of Pennsylvania
ARTICLES OF CONVERSION-ALL TYPES 18 Page(s)

T1115211108

Name
Esquire Assist

Address
Counter Pickup

City | State | Zip Code

Fee: $70

In compliance with the requirements of the applicable provisions (relating to articles of conversion), the undersigned, desiring to effect a conversion, hereby states that:

1. The name of the corporation is:
The Redco Group

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
210 South Centre Street	Pottsville	PA	17901	Schuylkill

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

3. The statute by or under which it was incorporated: Nonprofit Corporation Law of 1972, as amended

4. The date of its incorporation: September 11, 1981

2011 JUN -1 PM 12:03
PA DEPT OF STATE

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

☑ The plan of conversion shall be effective upon filing these Articles of Conversion in the Department of State.

☐ The plan of conversion shall be effective on: _____ at _____
Date Hour

6. *Check one of the following:*

☐ The plan of conversion was adopted by the shareholders (or members) pursuant to 15 Pa.C.S. § 1905 or adopted by the members (or shareholders) pursuant to 15 Pa.C.S. § 5905.

☐ The plan of conversion was adopted by the directors and shareholders (or members) pursuant to 15 Pa.C.S. §§ 1924(a) and 1962(b) or adopted by the directors and members (or shareholders) pursuant to 15 Pa.C.S. §§ 5924(a) and 5962(b).

☑ *Option for Nonprofit to Business Only:* The plan of conversion was adopted by the board of directors pursuant to 15 Pa.C.S. §§ 5924(b) and 5962(b).

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

☑ The plan of conversion is set forth in full in Exhibit A attached hereto and made a part hereof.

☐ Pursuant to 15 Pa.C.S. § 1901/§ 5901 (relating to omission of certain provisions from filed plans) the provisions, if any, of the plan of conversion that amends or constitutes the operative provisions of the Articles of Incorporation of the converting corporation as in effect subsequent to the effective date of the plan is set forth in full in Exhibit A attached hereto and made a part hereof. The full text of the plan of conversion is on file at the principal place of business of the converting corporation, the address of which is:

Number and street | City | State | Zip | County

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

1st day of June,

2011

The Redco Group
Name of Corporation

X [signature]
Signature

SECRETARY
Title

EXHIBIT "A"

PLAN OF CONVERSION

Conversion of The Redco Group, a Pennsylvania Nonprofit Corporation, into a business corporation, subject to the provisions of the Pennsylvania Business Corporation Law Of 1988, as amended

This Plan of Conversion, dated June 1, 2011,has been adopted by the Board of Directors of The Redco Group ("The Redco Group" or "Redco") pursuant to Section 5962 of the Pennsylvania Nonprofit Corporation Law of 1988, as amended (the "NCL").

Background

The purpose of The Redco Group is "[t]o aid and promote governmental or municipal services and to engage in and to do any lawful act concerning any or all lawful business for which a nonprofit corporation may be incorporated under the laws of the Commonwealth of Pennsylvania."

Although incorporated as a non-profit corporation, Redco is not exempt from Federal income tax and has filed Federal income tax returns (Form 1120) since its inception in 1981. Redco has paid Pennsylvania sales tax and real estate property taxes, though it has not paid Pennsylvania corporate income taxes or capital stock tax. Further, Redco has never solicited nor received a contribution from a donor as a gift or donation.

The Board of Directors of Redco has determined that the status of Redco as a non-profit corporation, though a taxpaying entity, has severely limited its access to capital markets and expansion opportunities. Certain credit agreements to which Redco is a party do not provide access to sufficient capital to allow Redco to expand its geographic base or to increase its cost efficiencies.

The Board has determined that it is in the best interest of Redco to convert to for-profit status, as permitted by the NCL.

Plan

1. Conversion. Redco shall be converted from a Pennsylvania nonprofit corporation to a Pennsylvania business corporation (the "Conversion") in accordance with and subject to the terms and conditions of this Plan of Conversion. At the Effective Time (as defined below in Section 4), Redco shall be deemed to be a business corporation subject to the provisions of the Pennsylvania Business Corporation Law of 1988, as amended (hereinafter sometimes referred to as "the Resulting Corporation") and shall cease to be a nonprofit corporation subject to the NCL. After the Conversion, the Resulting Corporation shall be known as "The Redco Group,Inc.", and shall operate in a manner that may result in pecuniary profits to its shareholders.

2. Pre-Conversion Charitable Contribution. Prior to the Conversion and as a condition of the Conversion being effective, from its funds, Redco shall make a total of $605,000 in contributions to the following charitable entities: (A) $115,000 to the United Cerebral Palsy of Schuylkill County, 250 Peacock Street, Pottsville, PA 17901; (B) $115,000 to Child Development, Inc., 2880 Pottsville Minersville Highway, Suite 210, Minsersville, PA 17954; (C) $100,000 to Pocono Alliance, 913 Main Street, Suite 300, Stroudsburg, PA 18360; (D) $60,000 to United Way of Berks County, 501 Washington Street, P.O. Box 702, Reading, PA 19603; (E) $75,000 to Huntingdon County Pride, 1301 Mt. Vernon Ave., Huntingdon, PA 16552; (F) $75,000 to Special Olympics, 2570 Blvd. of the Generals, Norristown, PA 19403; and (G) $65,000 to Northeastern PA Manufacturers and Employers Council, 250 One Norwegian Plaza, Pottsville, PA 17901.

3. Shares. The Resulting Corporation shall, subsequent to the Effective Time, issue shares in the manner provided by the Articles of Incorporation of the Resulting Corporation, pursuant to the Pennsylvania Business Corporation Law of 1988, as amended.

4. Filing and Effective Time. Provided that the contributions set forth in Section 2 have been made by Redco as provided in Section 2, the Conversion shall be effective immediately upon the approval of the filing of the Articles of Conversion filed with the Pennsylvania Department of State, substantially in the form attached hereto as Exhibit "A";the time at which the Conversion shall become effective as aforesaid, is referred to in this Plan of Conversion as the "Effective Time."

5. Articles of Incorporation. As of the Effective Time, the Articles of Incorporation shall be amended and restated to read in their entirety, as set forth in Exhibit "A", which is attached hereto and is made a part of the Articles of Conversion, shall be effective as the Articles of Incorporation of the Resulting Corporation.

6. Bylaws. At the Effective Time, the Bylaws of Redco shall be amended and restated to read in their entirety as set forth in Exhibit "B" attached hereto and shall be effective as the Bylaws of the Resulting Corporation.

7. Directors. At the Effective Time, the directors of the Resulting Corporation shall be the directors of Redco immediately prior to the Effective Time. Each director shall hold office until the earlier of either the expiration of his or her term of office or the occurrence of an event terminating his or her term, in accordance with the articles and the bylaws of the Resulting Corporation and applicable law.

8. Officers. At the Effective Time, the officers of the Resulting Corporation shall be the officers of Redco immediately prior to the Effective Time. Each officer shall hold office until the earlier of either the expiration of his or her term of office or the occurrence of an event terminating his or her

term, in accordance with the articles and bylaws of the Resulting Corporation and applicable law.

9. Termination. Notwithstanding approval of this Plan by the Redco Board of Directors, this Plan may be terminated at any time prior to the Effective Time by resolution approved by the Redco Board of Directors.

10. Interpretation. The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Plan. Words used herein, regardless of gender or number specifically used, shall be deemed to include any other gender, masculine, feminine or neuter, and any other number, singular or plural as the context may require.

EXHIBIT "A"
to the Plan of Conversion

AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
THE REDCO GROUP, INC.
A FOR PROFIT BUSINESS-STOCK (SECTION 1306)

In compliance with the requirements of the applicable provisions relating to corporations, the undersigned desiring to convert from a Pennsylvania nonprofit corporation to a for profit corporation, hereby states the following:

ARTICLE I

The name of the corporation is: The Redco Group, Inc.

ARTICLE II

The address of the corporation's current registered office in this Commonwealth is: 210 South Centre Street, Pottsville, PA 17901, in the County of Schuylkill.

ARTICLE III

The corporation which was formed on September 11, 1081 under the provisions of the Pennsylvania Nonprofit Corporation Law of 1972, as amended, is hereby converted to a for profit corporation under the provisions of the Pennsylvania Business Corporation Law of 1988, as amended.

ARTICLE IV

The aggregate number of shares which the corporation shall have authority to issue is: One Thousand (1,000) shares.

IN TESTIMONY WHEREOF, the undersigned corporation has caused this Amended and Restated Articles of Incorporation to be signed by a duly authorized officer as of the 1st day of June, 2011.

THE REDCO GROUP, INC.
By: _____
Name:
Title: SECRETARY

EXHIBIT "B"
to the Plan of Conversion

AMENDED AND RESTATED BYLAWS OF THE REDCO GROUP, INC.

(A Pennsylvania corporation)

These Bylaws are adopted by this Corporation and are supplemental to the Pennsylvania Business Corporation Law of 1988,as amended, as the same shall from time to time be in effect

ARTICLE I. NAME AND SEAL.

Section 101. Name. The name of the Corporation is The Redco Group, Inc.

Section 102. State of Incorporation. The Corporation has been incorporated under the laws of the Commonwealth of Pennsylvania.

Section 103. Seal. The corporate seal of the Corporation shall have inscribed thereon the name of the Corporation, the year of its organization, the words ("Corporate Seal", and the name of the State of Incorporation. The seal may be used by any person authorized by the Board of Directors of the Corporation or by these Bylaws by causing the seal or a facsimile thereof to be impressed or affixed, or in any manner reproduced.

ARTICLE II. REGISTERED AND PRINCIPAL OFFICES.

Section 201. Registered Office. The registered office of the Corporation in the Commonwealth of Pennsylvania shall be located at such place as the Board of Directors may from time to time determine:

Section 202. Offices. The principal office of the Corporation and any other offices of the Corporation shall be located at such places, within and without the Commonwealth of Pennsylvania, as the Board of Directors may from time to time determine or as the business of the Corporation may require.

ARTICLE III. MEETINGS OF SHAREHOLDERS.

Section 301. Place of Meetings. All meetings of the shareholders shall be held at such place or places, within or without the Commonwealth of Pennsylvania, as shall be determined by the Board of Directors from time to time.

Section 302. Annual Meetings. The annual meeting of the shareholders for the election of directors and the transaction of such other business as may properly come before the meeting shall be held at such place and at such time as the Board of Directors shall fix. Any business which is a proper subject for shareholder action may be transacted at the annual meeting, irrespective of whether the notice of said meeting contains any reference thereto, except as otherwise provided by applicable statute or regulation.

Section 303. Special Meetings. Special meetings of the shareholders may be called at any time by the Board of Directors, the President, or by the shareholders entitled to cast at least one fifth of the vote which all shareholders are entitled to cast at the particular meeting.

Section 304. Conduct of Shareholders' Meetings. Subject to Section 803 hereof, the President shall preside at all shareholders' meetings, or, in her absence, any vice-president. The officer presiding over the shareholders' meeting may establish such rules and regulations for the conduct of the meeting as he or she may deem to be reasonably necessary or desirable for the orderly and expeditious conduct of the meeting. The revocation of a proxy shall not be effective until written notice thereof bas been given to the Secretary of the Corporation.

ARTICLE IV. DIRECTORS AND BOARD MEETINGS.

Section 401. Management by Board of Directors. The business and affairs of the Corporation shall be managed by its Board of Directors. The Board of Directors may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Articles of Incorporation or by these Bylaws directed or required to be exercised or done by the shareholders.

Section 402. Nomination for Directors. Written nominations for directors to be elected at an annual meeting of shareholders, other than nominations submitted by the incumbent Board of Directors, must be submitted to the Secretary of the Corporation not later than the close of business on the fifth business day immediately preceding the date of the meeting. All late nominations shall be rejected.

Section 403. Number of Directors. The initial Board of Directors shall consist of __ directors. The number of directors to be elected, subject to the foregoing limits, shall be determined by resolution of the Board of Directors. The directors shall be elected by the shareholders at the annual meeting of shareholders to serve until the next annual meeting of shareholders. Each director shall serve until his or her successor shall have been elected and shall qualify, even though his or her term of office as herein provided has otherwise expired,except in the event of his or her earlier resignation or removal; provided, however, that members of the Board of Directors shall not be removed without the written consent of the shareholders who own at least 75% of the Corporation's outstanding shares.

Section 404. Resignations. Any director may resign at any time. Such resignation shall be in writing, but the acceptance thereof shall not be necessary to make it effective.

Section 405. Compensation of Directors. No director shall be entitled to any salary as such; but the Board of Directors may fix, from time to time, a reasonable fee to be paid each director for his or her services in attending meetings of the Board.

Section 406. Regular Meetings. Regular meetings of the Board of Directors shall be held on such day and at such hour as the Board shall from time to time designate. The Board of Directors shall meet for reorganization at the first regular meeting following the annual meeting of shareholders at which the directors are elected. Notice of regular meetings of the Board of Directors need not be given.

Section 407. Special Meetings. Special meetings of the Board of Directors may be called by the Chairman of the Board or the President and shall be called whenever one or more members of

the Board so request in writing. Notice of the time and place of every special meeting, which need not specify the business to be transacted thereat and which may be either verbal or in writing, shall be given by the Secretary to each member of the Board at least one calendar day before the date of such meeting.

Section 408. Reports and Records. The reports of officers and committees shall be filed with the Secretary of the Board. The Board of Directors shall keep complete records of its proceedings in a minute book kept for that purpose. When a director shall request it, the vote of each director upon a particular question shall be recorded in the minutes.

Section 409. Executive Committee. The Board of Directors may, without limiting its right to establish other committees, establish an Executive Committee of the Board which shall consist of any one or more directors. The Executive Committee shall have and exercise the authority of the Board of Directors in the management and affairs of the Corporation, except as otherwise provided in the resolution establishing the Executive Committee and except as otherwise prohibited by the Pennsylvania Business Corporation Law of 1988, as amended.

Section 410. Absence or Disqualification of Committee Members. In the absence or disqualification of any member of any committee or committees established by the Board of Directors, the member or members thereof present at any meeting of such committee or committees, and not disqualified from voting, whether or not he, she or they constitute a quorum, may unanimously appoint another director to act at the meeting in the place of any such absent or disqualified member.

ARTICLE V. OFFICERS.

Section 501. Officers. The officers of the Corporation shall be a President, a Vice President, a Secretary and a Treasurer, and such other officers or assistant officers as the Board of Directors may from time to time deem advisable. Except for the President, Vice President, Secretary and Treasurer, the Board may refrain from filling any of the said offices at any time and from time to time. Officers shall be elected by the Board of Directors at the time and in the manner as the Board of Directors from time to time shall determine. Each officer shall hold office for a term extending until the first regular meeting of the Board of Directors following the annual meeting of shareholders and until his or her successor shall have been elected and shall qualify, except in the event of his or her earlier resignation or removal.

Section 502. President. The President shall be the Chief Executive Officer and shall have general supervision of all of the departments and business of the Corporation; she shall prescribe the duties of the other officers and employees and see to the proper performance thereof. The President shall be responsible for having all orders and resolutions of the Board of Directors carried into effect. As authorized by the Board of Directors, the President shall execute on behalf of the Corporation and may affix or cause to be affixed a seal to all instruments requiring such execution, except to the extent that signing and execution thereof shall have been expressly delegated to some other officer or agent of the Corporation. The President shall perform such other duties as may be prescribed by the Board of Directors.

Section 503. Vice President. The Vice President shall perform such duties and do such acts as may be prescribed by the Board of Directors or the Chief Executive Officer. Subject to the provisions of this Section, the Vice President shall perform the duties and have the powers of the President in the event of her absence or disability.

Section 504. Treasurer. The Treasurer shall act under the direction of the President. Subject to the direction of the President, he shall have custody of the Corporation funds and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the President, taking appropriate vouchers for such disbursements, and shall on request render to the President and the Board of Directors, at its meetings, an account of all his or her transactions as Treasurer and of the financial condition of the Corporation.

Section 505. Secretary. The Secretary shall act under the direction of the President. Unless a designation to the contrary is made at a meeting. the Secretary shall attend all meetings of the Board of Directors and all meetings of the shareholders and record all of the proceedings of such meetings 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 shareholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the President or the Board of Directors. The Secretary shall keep in safe custody the seal of the Corporation, and, when authorized by the President or the Board of Directors, cause it to be affixed to any instruments requiring it.

Section 506. Assistant Officers. Any assistant officers elected by the Board of Directors shall have such duties as may be prescribed by the Board of Directors, the President, or the officer to whom they are an assistant. Assistant officers shall perform the duties and have the power of the officer to whom they are an assistant in the event of such officer's absence or disability.

Section 507. Compensation. Unless otherwise provided by the Board of Directors, the salaries and compensation of all officers, except the President and any Executive Vice President elected by the Board, shall be fixed by the Executive Committee of the Board and, in the absence of an Executive Committee, by the President

Section 508. General Powers. The officers are authorized to do and perform such corporate acts as are necessary in the carrying on of the business of the Corporation, subject always to the directions of the Board of Directors.

ARTICLE VI. PERSONAL LIABILITY OF DIRECTORS AND INDEMNIFICATION.

Section 601. Personal Liabilities of Directors.

(a) A director of this Corporation shall not be personally liable, as such, for monetary damages for any action taken, or any failure to take any action, unless:

(1) the director has breached or failed to perform the duties of his or her office under Chapter 17, Subchapter B of the Pennsylvania Business Corporation Law of 1988; and

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

(b) This Section 601 shall not limit a director's liability for monetary damages to the extent prohibited by Section 1713(b) of the Pennsylvania Business Corporation Law of 1988.

Section 602. Mandatory Indemnification of Directors and Officers. The Corporation shall, to the fullest extent permitted by applicable law, indemnify its directors and officers who were or are a party or are threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (whether or not such action, suit or proceeding arises or arose by or in the right of the Corporation or other entity) by reason of the fact that such director or officer 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, employee, general partner, agent or fiduciary of another corporation, partnership, joint venture, trust or other enterprise (including service with respect to employee benefit plans), against expenses (including, but not limited to, attorneys' fees and costs), judgments, fines (mcluding excise taxes assessed on a person with respect to any employee benefit plan) and amounts paid in settlement actually and reasonably incurred by such director or officer in connection with such action, suit or proceeding, except as otherwise provided in Section 604 hereof. A director or officer of the Corporation entitled to indemnification under this Section 602 is hereafter called a "person covered by Section 602 hereof.

Section 603. Expenses. Expenses incurred by a person cove.red by Section 602 hereof in defending a threatened, pending or completed civil or criminal action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such person to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the Corporation, except as otherwise provided in Section 604.

Section 604. Exceptions. No indemnification under Section 602 or advancement or reimbursement of expenses under Section 603 shall be provided to a person covered by Section 602 hereof (a) with respect to expenses or the payment of profits arising from the purchase or sale of securities of the Corporation in violation of Section 16(b) of the Securities Exchange Act of 1934, as amended; (b) if a final unappealable judgment or award establishes that such director or officer engaged in self-dealing, willful misconduct or recklessness; (c) for expenses or liabilities of any type whatsoever (including, but not limited to, judgments, fines, and amounts paid in settlement) which have been paid directly to, or for the benefit of, such person by an insurance carrier under a policy of officers' and directors' liability insurance whose premiums are paid for by the Corporation or by an individual or entity other than such director or officer; and (d) for amounts paid in settlement of any threatened, pending or completed action, suit or proceeding without the written consent of the Corporation, which written consent shall not be unreasonably withheld. The Board of Directors of the Corporation is hereby authorized, at any time by resolution, to add to the above list of exceptions from the right of indemnification under Section 602 or advancement or reimbursement of expenses under Section 603, but any such additional exception shall not apply with respect to any event, act or omission which has occurred prior to the date that the Board of Directors in fact adopts such resolution. Any such additional exception may, at any time after its adoption, be amended, supplemented, waived or terminated by further resolution of the Board of Directors of the Corporation.

Section 605. Continuation of Rights. The indemnification and advancement or reimbursement of expenses provided by, or granted pursuant to, this Article shall continue as to a person who has ceased to be a director or officer of the Corporation, and shall inure to the benefit of the heirs, executors and administrators of such persons.

Section 606. General Provisions.

(a) The term "to the fullest extent permitted by applicable law", as used in this Article, shall mean the maximum extent permitted by public policy, common law or statute. Any person covered by Section 602 hereof may, to the fullest extent permitted by applicable law, elect to have the right to indemnification or to advancement or reimbursement of expenses, interpreted, at such person's option, (i) on the basis of the applicable law on the date this Article was approved by shareholders, or (ii) on the basis of the applicable law in effect at the time of the occurrence of the event or events giving rise to the action, suit or proceeding, or (iii) on the basis of the applicable law in effect at the time indemnification is sought.

(b) The right of a person covered by Section 602 hereof to be indemnified or to receive an advancement or reimbursement of expenses pursuant to Section 603 (i) may also be enforced as a contract right pursuant to which the person entitled thereto may bring suit as if the provisions hereof were set forth in a separate written contract between the Corporation and such person, (ii) to the fullest extent permitted by applicable law, is intended to be retroactive and shall be available with respect to events occurring prior to the adoption hereof, and (iii) shall continue to exist after the rescission or restrictive modification (as determined by such person) of this Article with respect to events, acts or omissions occurring before such rescission or restrictive modification is adopted.

(c) If a request for indemnification or for the advancement or reimbursement of expenses pursuant hereto is not paid in full by the Corporation within thirty days after a written claim has been received by the Corporation together with all supporting information reasonably requested by the Corporation, the claimant may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim (plus interest at the prime rate announced from time to time by the Corporation's primary banker) and, if successful in whole or in part, the claimant shall be entitled also to be paid the expenses (including, but not limited to, attorney's fees and costs) of prosecuting such claim. Neither the failure of the Corporation (including its Board of Directors, independent legal counsel, or its shareholders) to have made a determination prior to the commencement of such action that indemnification of or the advancement or reimbursement of expenses to the claimant is proper in the circumstances, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel, or its shareholders) that the claimant is not entitled to indemnification or to the reimbursement or advancement of expenses, shall be a defense to the action or create a presumption that the claimant is not so entitled.

(d) The indemnification and advancement or reimbursement of expenses provided by, or granted pursuant to, this Article shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement or reimbursement of expenses may be entitled under the Articles of Incorporation, any bylaw, agreement, vote of shareholders or directors or otherwise, both as to action in such director's or officer's official capacity and as to action in another capacity while holding that office.

(e) Nothing contained in this Article shall be construed to limit the rights and powers the Corporation possesses under the Pennsylvania Business Corporation Law of 1988 or otherwise, including, but not limited to, the powers to purchase and maintain insurance, create funds to secure

or insure its indemnification obligations, and any other rights or powers the Corporation may otherwise have under applicable law.

(f) The provisions of this Article may, at any time (and whether before or after there is any basis for a claim for indemnification or for the advancement or reimbursement of expenses pursuant hereto), be amended, supplemented, waived, or terminated, in whole or in part, with respect to any person covered by Section 602 hereof by a written agreement signed by the Corporation and such person.

(g) The Corporation shall have the right to appoint the attorney for a person covered by Section 602 hereof, provided such appointment is not unreasonable under the circumstances.

Section 607. Optional Indemnification. The Corporation may, to the fullest extent permitted by applicable law, indemnify, and advance or reimburse expenses for, persons in all situations other than that covered by this Article.

ARTICLE VII. SHARES OF CAPITAL STOCK.

Section 701. Authority to Sign Share Certificates. Every share certificate shall be signed by the President and by the Secretary or by such other officers as may be authorized by the Board of Directors.

Section 702. Lost or Destroyed Certificates. Any person claiming a share certificate to be lost, destroyed or wrongfully taken shall receive a replacement certificate if said shareholder shall have: (a) requested such replacement certificate before the Corporation bas notice that the shares have been acquired by a bona fide purchaser; (b) provided the Corporation with an indemnity agreement satisfactory in form and substance to the Board of Directors, or President or the Secretary; and (c) satisfied any other reasonable requirements (including, without limitation, providing a surety bond) fixed by the Board of Directors, or the President or the Secretary.

ARTICLE VIII. GENERAL.

Section 801. Fiscal Year. The fiscal year of the Corporation shall be determined by the Board of Directors.

Section 802. Signing Checks. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers, or other person or persons, as the Board of Directors may from time to time designate.

Section 803. Designation of Presiding and Recording Officers. The directors or shareholders, at any meeting of the directors or shareholders, as the case may be, shall have the right to designate any person, whether or not an officer, director or shareholder, to preside over or record the proceedings of such meeting.

Section 804. Record Date. The Board of Directors may fix any time whatsoever prior to the date of any meeting of shareholders, or the date fixed for the payment of any dividend or distribution, or the date for the allotment of rights,or the date when any change or conversion or exchange of shares will be made or will go into effect, or for any other purpose, as a record date for the determination of the shareholders entitled to notice of, or to vote at any such meeting, or entitled to receive payment of any such dividend or distribution, or to receive any such allotment of rights, or to exercise the rights in respect to any such change, conversion or exchange of shares, except that

in the case of a meeting of shareholders (other than an adjourned meeting) such record date may not be more than 90 days prior to the date of the meeting of shareholders.

Section 805. Text of Proposed Resolution in Written Notice. Whenever the language of a proposed resolution is included in a written notice to shareholders, the shareholders' meeting considering the resolution may adopt it with such clarifying or other amendments as do not enlarge its original purpose, without further notice to shareholders not present in person or by proxy.

Section 806. Absentee Participation in Meeting. One or more directors or shareholders may participate in a meeting of the Board of Directors, or of a committee of the Board, or a meeting of the shareholders, by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this Section shall constitute presence in person at the meeting.

Section 807. Emergency Bylaws. In the event of any emergency resulting from an attack on the United States, a nuclear disaster or another catastrophe as a result of which a quorum of the Board cannot readily be assembled, and until the termination of such emergency, the following bylaw provisions shall be in effect, notwithstanding any other provisions of these Bylaws:

(a) A special meeting of the Board of Directors may be called by any officer or director upon one hour's notice;and

(b) The director or directors in attendance at the meeting shall constitute a quorum.

Section 808. Severability. If any provision of these Bylaws is illegal or unenforceable as such, such illegality or unenforceability shall not affect any other provision of these Bylaws and such other provisions shall continue in full force and effect.

Section 809. Successor Statutes. Any reference herein to the "Pennsylvania Business Corporation Law of 1988" or to any section thereof shall be deemed to be a reference to such Law, or successor statute, and the appropriate corresponding section thereof as the same may be amended or adopted from time to time hereafter.

ARTICLE IX. AMENDMENT OR REPEAL.

Section 901. Amendment or Repeal by Shareholders. These Bylaws may be amended or repealed, in whole or in part, by a vote of two-thirds of all shares of common stock of the Corpora tion issued and outstanding at any annual or special meeting of the shareholders duly convened after notice to the shareholders of that purpose.

Section 902. Amendment or Repeal by the Board of Directors. These Bylaws may be amended or repealed,in whole or in part, by the affirmative vote of a majority of the Board of Directors at any regular or special meeting of the Board duly convened.

Section 903. Recording Amendments and Repeals. The text of all amendments and repeals to these Bylaws shall be attached to the Bylaws with a notation of the date of each such amendment or repeal and a notation of whether such amendment or repeal was adopted by the shareholders or the Board of Directors.

ARTICLE X. ADOPTION OF BYLAWS AND RECORD OF AMENDMENTS AND REPEALS.

Section 1001. Adoption and Effective Date. These Bylaws have been adopted as the Bylaws of the Corporation as of the 1st day of June, 2011, and shall be effective as of said date.

Section 1002. Amendments or Repeals.

Section Involved	**Date Amended or Repealed**	**Adopted By**

AMENDED AND RESTATED
BYLAWS OF
THE REDCO GROUP, INC.
(A Pennsylvania corporation)

These Bylaws are adopted by this Corporation and are supplemental to the Pennsylvania Business Corporation Law of 1988, as amended, as the same shall from time to time be in effect.

ARTICLE I. NAME AND SEAL.

Section 101. Name. The name of the Corporation is The Redco Group, Inc.

Section 102. State of Incorporation. The Corporation has been incorporated under the laws of the Commonwealth of Pennsylvania.

Section 103. Seal. The corporate seal of the Corporation shall have inscribed thereon the name of the Corporation, the year of its organization, the words "Corporate Seal", and the name of the State of Incorporation. The seal may be used by any person authorized by the Board of Directors of the Corporation or by these Bylaws by causing the seal or a facsimile thereof to be impressed or affixed, or in any manner reproduced.

ARTICLE II. REGISTERED AND PRINCIPAL OFFICES.

Section 201. Registered Office. The registered office of the Corporation in the Commonwealth of Pennsylvania shall be located at such place as the Board of Directors may from time to time determine:

Section 202. Offices. The principal office of the Corporation and any other offices of the Corporation shall be located at such places, within and without the Commonwealth of Pennsylvania, as the Board of Directors may from time to time determine or as the business of the Corporation may require.

ARTICLE III. MEETINGS OF SHAREHOLDERS.

Section 301. Place of Meetings. All meetings of the shareholders shall be held at such place or places, within or without the Commonwealth of Pennsylvania, as shall be determined by the Board of Directors from time to time.

Section 302. Annual Meetings. The annual meeting of the shareholders for the election of directors and the transaction of such other business as may properly come before the meeting shall be held at such place and at such time as the Board of Directors shall fix. Any business which is a proper subject for shareholder action may be transacted at the annual meeting, irrespective of whether the notice of said meeting contains any reference thereto, except as otherwise provided by applicable statute or regulation.

Section 303. Special Meetings. Special meetings of the shareholders may be called at any time by the Board of Directors, the President, or by the shareholders entitled to cast at least one fifth of the vote which all shareholders are entitled to cast at the particular meeting.

Section 304. Conduct of Shareholders' Meetings. Subject to Section 803 hereof, the President shall preside at all shareholders' meetings, or, in her absence, any vice-president. The officer presiding over the shareholders' meeting may establish such rules and regulations for the conduct of the meeting as he or she may deem to be reasonably necessary or desirable for the orderly and expeditious conduct of the meeting. The revocation of a proxy shall not be effective until written notice thereof has been given to the Secretary of the Corporation.

ARTICLE IV. DIRECTORS AND BOARD MEETINGS.

Section 401. Management by Board of Directors. The business and affairs of the Corporation shall be managed by its Board of Directors. The Board of Directors may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Articles of Incorporation or by these Bylaws directed or required to be exercised or done by the shareholders.

Section 402. Nomination for Directors. Written nominations for directors to be elected at an annual meeting of shareholders, other than nominations submitted by the incumbent Board of Directors, must be submitted to the Secretary of the Corporation not later than the close of business on the fifth business day immediately preceding the date of the meeting. All late nominations shall be rejected.

Section 403. Number of Directors. The initial Board of Directors shall consist of ___ directors. The number of directors to be elected, subject to the foregoing limits, shall be determined by resolution of the Board of Directors. The directors shall be elected by the shareholders at the annual meeting of shareholders to serve until the next annual meeting of shareholders. Each director shall serve until his or her successor shall have been elected and shall qualify, even though his or her term of office as herein provided has otherwise expired, except in the event of his or her earlier resignation or removal; provided, however, that members of the

Board of Directors shall not be removed without the written consent of the shareholders who own at least 75% of the Corporation's outstanding shares.

Section 404. Resignations. Any director may resign at any time. Such resignation shall be in writing, but the acceptance thereof shall not be necessary to make it effective.

Section 405. Compensation of Directors. No director shall be entitled to any salary as such; but the Board of Directors may fix, from time to time, a reasonable fee to be paid each director for his or her services in attending meetings of the Board.

Section 406. Regular Meetings. Regular meetings of the Board of Directors shall be held on such day and at such hour as the Board shall from time to time designate. The Board of Directors shall meet for reorganization at the first regular meeting following the annual meeting of shareholders at which the directors are elected. Notice of regular meetings of the Board of Directors need not be given.

Section 407. Special Meetings. Special meetings of the Board of Directors may be called by the Chairman of the Board or the President and shall be called whenever one or more members of the Board so request in writing. Notice of the time and place of every special meeting, which need not specify the business to be transacted thereat and which may be either verbal or in writing, shall be given by the Secretary to each member of the Board at least one calendar day before the date of such meeting.

Section 408. Reports and Records. The reports of officers and committees shall be filed with the Secretary of the Board. The Board of Directors shall keep complete records of its proceedings in a minute book kept for that purpose. When a director shall request it, the vote of each director upon a particular question shall be recorded in the minutes.

Section 409. Executive Committee. The Board of Directors may, without limiting its right to establish other committees, establish an Executive Committee of the Board which shall consist of any one or more directors. The Executive Committee shall have and exercise the authority of the Board of Directors in the management and affairs of the Corporation, except as otherwise provided in the resolution establishing the Executive Committee and except as otherwise prohibited by the Pennsylvania Business Corporation Law of 1988, as amended.

Section 410. Absence or Disqualification of Committee Members. In the absence or disqualification of any member of any committee or committees established by the Board of Directors, the member or members thereof present at any meeting of such committee or committees, and not disqualified from voting, whether or not he, she or they constitute a quorum, may unanimously appoint another director to act at the meeting in the place of any such absent or disqualified member.

ARTICLE V. OFFICERS.

Section 501. Officers. The officers of the Corporation shall be a President, a Vice President, a Secretary and a Treasurer, and such other officers or assistant officers as the Board of Directors may from time to time deem advisable. Except for the President, Vice President, Secretary and Treasurer, the Board may refrain from filling any of the said offices at any time and from time to time. Officers shall be elected by the Board of Directors at the time and in the manner as the Board of Directors from time to time shall determine. Each officer shall hold office for a term extending until the first regular meeting of the Board of Directors following the annual meeting of shareholders and until his or her successor shall have been elected and shall qualify, except in the event of his or her earlier resignation or removal.

Section 502. President. The President shall be the Chief Executive Officer and shall have general supervision of all of the departments and business of the Corporation; she shall prescribe the duties of the other officers and employees and see to the proper performance thereof. The President shall be responsible for having all orders and resolutions of the Board of Directors carried into effect. As authorized by the Board of Directors, the President shall execute on behalf of the Corporation and may affix or cause to be affixed a seal to all instruments requiting such execution, except to the extent that signing and execution thereof shall have been expressly delegated to some other officer or agent of the Corporation. The President shall perform such other duties as may be prescribed by the Board of Directors.

Section 503. Vice President. The Vice President shall perform such duties and do such acts as may be prescribed by the Board of Directors or the Chief Executive Officer. Subject to the provisions of this Section, the Vice President shall perform the duties and have the powers of the President in the event of her absence or disability.

Section 504. Treasurer. The Treasurer shall act under the direction of the President. Subject to the direction of the President, he shall have custody of the Corporation funds and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the President, taking appropriate vouchers for such disbursements, and shall on request render to the President and the Board of Directors, at its meetings, an account of all his or her transactions as Treasurer and of the financial condition of the Corporation.

Section 505. Secretary. The Secretary shall act under the direction of the President. Unless a designation to the contrary is made at a meeting, the Secretary shall attend all meetings of the Board of Directors and all meetings of the shareholders and record all of the proceedings

of such meetings 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 shareholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the President or the Board of Directors. The Secretary shall keep in safe custody the seal of the Corporation, and, when authorized by the President or the Board of Directors, cause it to be affixed to any instruments requiring it.

Section 506. Assistant Officers. Any assistant officers elected by the Board of Directors shall have such duties as may be prescribed by the Board of Directors, the President, or the officer to whom they are an assistant. Assistant officers shall perform the duties and have the power of the officer to whom they are an assistant in the event of such officer's absence or disability.

Section 507. Compensation. Unless otherwise provided by the Board of Directors, the salaries and compensation of all officers, except the President and any Executive Vice President elected by the Board, shall be fixed by the Executive Committee of the Board and, in the absence of an Executive Committee, by the President.

Section 508. General Powers. The officers are authorized to do and perform such corporate acts as are necessary in the carrying on of the business of the Corporation, subject always to the directions of the Board of Directors.

ARTICLE VI. PERSONAL LIABILITY OF DIRECTORS AND INDEMNIFICATION.

Section 601. Personal Liabilities of Directors.

(a) A director of this Corporation shall not be personally liable, as such, for monetary damages for any action taken, or any failure to take any action, unless:

(1) the director has breached or failed to perform the duties of his or her office under Chapter 17, Subchapter B of the Pennsylvania Business Corporation Law of 1988; and

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

(b) This Section 601 shall not limit a director's liability for monetary damages to the extent prohibited by Section 1713(b) of the Pennsylvania Business Corporation Law of 1988.

Section 602. Mandatory Indemnification of Directors and Officers. The Corporation shall, to the fullest extent permitted by applicable law, indemnify its directors and officers who were or are a party or are threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (whether or not such action, suit or proceeding arises or arose by or in the right of the Corporation or other entity) by reason of the fact that such director or officer 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, employee, general partner, agent or fiduciary of another corporation, partnership, joint venture, trust or other enterprise (including service with respect to employee benefit plans), against expenses (including, but not limited to, attorneys' fees and costs), judgments, fines (including excise taxes assessed on a person with respect to any employee benefit plan) and amounts paid in settlement·actually and reasonably incurred by such director or officer in connection with such action, suit or proceeding, except as otherwise provided in Section 604 hereof. A director or officer of the Corporation entitled to indemnification under this Section 602 is hereafter called a "person covered by Section 602 hereof".

Section 603. Expenses. Expenses incurred by a person covered by Section 602 hereof in defending a threatened, pending or completed civil or criminal action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such person to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the Corporation, except as otherwise provided in Section 604.

Section 604. Exceptions. No indemnification under Section 602 or advancement or reimbursement of expenses under Section 603 shall be provided to a person covered by Section 602 hereof (a) with respect to expenses or the payment of profits arising from the purchase or sale of securities of the Corporation in violation of Section 16(b) of the Securities Exchange Act of 1934, as amended; (b) if a final unappealable judgment or award establishes that such director or officer engaged in self-dealing, willful misconduct or recklessness; (c) for expenses or liabilities of any type whatsoever (including, but not limited to, judgments, fines, and amounts paid in settlement) which have been paid directly to, or for the benefit of, such person by an insurance carrier under a policy of officers' and directors' liability insurance whose premiums are paid for by the Corporation or by an individual or entity other than.such director or officer; and (d) for amounts paid in settlement of any threatened, pending or completed action, suit or proceeding without the written consent of the Corporation, which written consent shall not be unreasonably withheld. The Board of Directors of the Corporation is hereby authorized, at any time by resolution, to add to the above list of exceptions from the right of indemnification under Section 602 or advancement or reimbursement of expenses under Section 603, but any such additional exception shall not apply with respect to any event, act or omission which has occurred prior to the date that the Board of Directors in fact adopts such resolution. Any such

additional exception may, at any time after its adoption, be amended, supplemented, waived or terminated by further resolution of the Board of Directors of the Corporation.

Section 605. Continuation of Rights. The indemnification and advancement or reimbursement of expenses provided by, or granted pursuant to, this Article shall continue as to a person who has ceased to be a director or officer of the Corporation, and shall inure to the benefit of the heirs, executors and administrators of such persons.

Section 606. General Provisions.

(a) The term "to the fullest extent permitted by applicable law", as used in this Article, shall mean the maximum extent permitted by public policy, common law or statute. Any person covered by Section 602 hereof may, to the fullest extent permitted by applicable law, elect to have the right to indemnification or to advancement or reimbursement of expenses, interpreted, at such person's option, (i) on the basis of the applicable law on the date this Article was approved by shareholders, or (ii) on the basis of the applicable law in effect at the time of the occurrence of the event or events giving rise to the action, suit or proceeding, or (iii) on the basis of the applicable law in effect at the time indemnification is sought.

(b) The right of a person covered by Section 602 hereof to be indemnified or to receive an advancement or reimbursement of expenses pursuant to Section 603 (i) may also be enforced as a contract right pursuant to which the person entitled thereto may bring suit as if the provisions hereof were set forth in a separate written contract between the Corporation and such person, (ii) to the fullest extent permitted by applicable law, is intended to be retroactive and shall be available with respect to events occurring prior to the adoption hereof, and (iii) shall continue to exist after the rescission or restrictive modification (as determined by such person) of this Article with respect to events, acts or omissions occurring before such rescission or restrictive modification is adopted.

(c) If a request for indemnification or for the advancement or reimbursement of expenses pursuant hereto is not paid in full by the Corporation within thirty days after a written claim has been received by the Corporation together with all supporting information reasonably requested by the Corporation, the claimant may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim (plus interest at the prime rate announced from time to time by the Corporation's primary banker) and, if successful in whole or in part, the claimant shall be entitled also to be paid the expenses (including, but not limited to, attorney's fees and costs) of prosecuting such claim. Neither the failure of the Corporation (including its Board of Directors, independent legal counselor its shareholders) to have made a determination prior to the commencement of such action that indemnification of or the advancement or reimbursement of expenses to the claimant is proper in the circumstances, nor an actual determination by the Corporation (including its Board of Directors, independent legal

counsel, or its shareholders) that the claimant is not entitled to indemnification or to the reimbursement or advancement of expenses, shall be a defense to the action or create a presumption that the claimant is not so entitled.

(d) The indemnification and advancement or reimbursement of expenses provided by, or granted pursuant to, this Article shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement or reimbursement of expenses may be entitled under the Articles of Incorporation, any bylaw, agreement, vote of shareholders or directors or otherwise, both as to action in such director's or officer's official capacity and as to action in another capacity while holding that office.

(e) Nothing contained in this Article shall be construed to limit the rights and powers the Corporation possesses under the Pennsylvania Business Corporation Law of 1988 or otherwise, including, but not limited to, the powers to purchase and maintain insurance, create funds to secure or insure its indemnification obligations, and any other rights or powers the Corporation may otherwise have under applicable law.

(f) The provisions of this Article may, at any time (and whether before or after there is any basis for a claim for indemnification or for the advancement or reimbursement of expenses pursuant hereto), be amended, supplemented, waived, or terminated, in whole or in part, with respect to any person covered by Section 602 hereof by a written agreement signed by the Corporation and such person.

(g) The Corporation shall have the right to appoint the attorney for a person covered by Section 602 hereof, provided such appointment is not unreasonable under the circumstances.

Section 607. Optional Indemnification. The Corporation may, to the fullest extent permitted by applicable law, indemnify, and advance or reimburse expenses for, persons in all situations other than that covered by this Article.

ARTICLE VII. SHARES OF CAPITAL STOCK.

Section 701. Authority to Sign Share Certificates. Every share certificate shall be signed by the President and by the Secretary or by such other officers as may be authorized by the Board of Directors.

Section 702. Lost or Destroyed Certificates. Any person claiming a share certificate to be lost, destroyed or wrongfully taken shall receive a replacement certificate if said

shareholder shall have: (a) requested such replacement certificate before the Corporation has notice that the shares have been acquired by a bona fide purchaser; (b) provided the Corporation with an indemnity agreement satisfactory in form and substance to the Board of Directors, or President or the Secretary; and (c) satisfied any other reasonable requirements (including, without limitation, providing a surety bond) fixed by the Board of Directors, or the President or the Secretary.

ARTICLE VIII. GENERAL.

Section 801. Fiscal Year. The fiscal year of the Corporation shall be determined by the Board of Directors.

Section 802. Signing Checks. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers, or other person or persons, as the Board of Directors may from time to time designate.

Section 803. Designation of Presiding and Recording Officers. The directors or shareholders, at any meeting of the directors or shareholders; as the case may be, shall have the right to designate any person, whether or not an officer, director or shareholder, to preside over or record the proceedings of such meeting.

Section 804. Record Date. The Board of Directors may fix any time whatsoever prior to the date of any meeting of shareholders, or the date fixed for the payment of any dividend or distribution, or the date for the allotment of rights, or the date when any change or conversion or exchange of shares will be made or will go into effect, or for any other purpose, as a record date for the determination of the shareholders entitled to notice of, or to vote at any such meeting, or entitled to receive payment of any such dividend or distribution, or to receive any such allotment of rights, or to exercise the rights in respect to any such change, conversion or exchange of shares, except that in the case of a meeting of shareholders (other than an adjourned meeting) such record date may not be more than 90 days prior to the date of the meeting of shareholders.

Section 805. Text of Proposed Resolution in Written Notice. Whenever the language of a proposed resolution is included in a written notice to shareholders, the shareholders' meeting considering the resolution may adopt it with such clarifying or other amendments as do not enlarge its original purpose, without further notice to shareholders not present in person or by proxy.

Section 806. Absentee Participation in Meetings. One or more directors or shareholders may participate in a meeting of the Board of Directors, or of a committee of the Board, or a meeting of the shareholders, by means of a conference telephone or similar communications

equipment by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this Section shall constitute presence in person at the meeting.

Section 807. Emergency Bylaws. In the event of any emergency resulting from an attack on the United States, a nuclear disaster or another catastrophe as a result of which a quorum of the Board cannot readily be assembled, and until the termination of such emergency, the following bylaw provisions shall be in effect, notwithstanding any other provisions of these Bylaws:

(a) A special meeting of the Board of Directors may be called by any officer or director upon one hour's notice; and

(b) The director or directors in attendance at the meeting shall constitute a quorum.

Section 808. Severability. If any provision of these Bylaws is illegal or unenforceable as such, such illegality or unenforceability shall not affect any other provision of these Bylaws and such other provisions shall continue in full force and effect.

Section 809. Successor Statutes. Any reference herein to the "Pennsylvania Business Corporation Law of 1988" or to any section thereof shall be deemed to be a reference to such Law, or successor statute, and the appropriate corresponding section thereof as the same may be amended or adopted from time to time hereafter.

ARTICLE IX. AMENDMENT OR REPEAL.

Section 901. Amendment or Repeal by Shareholders. These Bylaws may be amended or repealed, in whole or in part, by a vote of two-thirds of all shares of common stock of the Corporation issued and outstanding at any annual or special meeting of the shareholders duly convened after notice to the shareholders of that purpose.

Section 902. Amendment or Repeal by the Board of Directors. These Bylaws may be amended or repealed, in whole or in part, by the affirmative vote of a majority of the Board of Directors at any regular or special meeting of the Board duly convened.

Section 903. Recording Amendments and Repeals. The text of all amendments and repeals to these Bylaws shall be attached to the Bylaws with a notation of the date of each such amendment or repeal and a notation of whether such amendment or repeal was adopted by the shareholders or the Board of Directors.

ARTICLE X. ADOPTION OF BYLAWS AND RECORD OF AMENDMENTS AND REPEALS.

Section 1001. Adoption and Effective Date. These Bylaws have been adopted as the Bylaws of the Corporation as of the 1st day of June, 2011, and shall be effective as of said date.

Section 1002. Amendments or Repeals.

Section Involved	Date Amended or Repealed	Adopted By

[Opinion of Boutin Jones Inc.]

August 15, 2016

Molina Healthcare, Inc.
200 Oceangate, Suite 100
Long Beach, CA 90802

Re: Molina Healthcare, Inc.
Registration Statement on Form S-4

Ladies and Gentlemen:

Description of Representation

We have acted as counsel to Molina Healthcare, Inc., a Delaware corporation (the "***Company***"), in connection with the registration statement on Form S-4 under the Securities Act of 1933, as amended (the "***Securities Act***"), filed by the Company and the Guarantors (as defined below) with the Securities and Exchange Commission on the date hereof (the "***Registration Statement***"), relating to the registration by the Company of $700,000,000 aggregate principal amount of its 5.375% Senior Notes due 2022 (the "***Exchange Notes***") and the guarantees thereof (the "***Exchange Guarantees***") by each of the Company's subsidiaries listed on Schedule I (the "***Covered Guarantors***") and Schedule II hereto (the "***Other Guarantors***" and, together with the Covered Guarantors, the "***Guarantors***") to be offered in exchange for up to an equal aggregate principal amount of the Company's outstanding 5.375% Senior Notes due 2022 ("***Original Notes***") and the guarantees thereof by the Guarantors. The Exchange Notes and the Exchange Guarantees will be issued in accordance with the terms of the Indenture, dated as of November 10, 2015 (the "***Original Indenture***"), by and among the Company, the guarantors named therein and U.S. Bank National Association, as trustee (the "***Trustee***"), as supplemented by the First Supplemental Indenture, dated as of February 16, 2016 (the "***Supplemental Indenture***" and, together with the Original Indenture, the "***Indenture***"), by and among the Company, the guarantors named therein and the Trustee.

Materials Examined

As such counsel, we have examined such matters of fact and questions of law as we have considered appropriate for purposes of this opinion. With your consent, we have relied upon certificates and other assurances of officers of the Company, the Covered Guarantors and others as to factual matters without having independently verified such factual matters.

Opinions

Based upon the foregoing, and subject to the assumptions, limitations and qualifications set forth herein, we are of the opinion that, as of the date hereof, when the Exchange Notes have been duly executed, issued, authenticated and delivered by or on behalf of the Company in

exchange for the Original Notes in the manner contemplated by the Registration Statement and in accordance with the terms of the Indenture:

1. The Exchange Notes will be legally valid and binding obligations of the Company, enforceable against the Company in accordance with its terms; and

2. The Exchange Guarantees will be legally valid and binding obligations of the Guarantors, enforceable against each of them in accordance with their respective terms.

Certain Assumptions, Limitations and Qualifications

The opinions herein are subject to the following assumptions, limitations and qualifications:

1. We have assumed the genuineness of all signatures, the legal capacity of all natural persons, the accuracy and completeness of all documents submitted to us, the authenticity of all original documents and the conformity to original documents of all copies submitted to us as certified, conformed or photographic copies.

2. We express no opinion as to the laws of any jurisdiction other than the internal laws of the State of California and State of New York, the General Corporation Law and the Limited Liability Company Act of the State of Delaware and the federal laws of the United States of America, as such are in effect on the date hereof. Various matters concerning the laws of other jurisdictions identified on Schedule III hereto are addressed in the opinion letter of the respective law firm identified opposite the name of each such jurisdiction on Schedule III hereto (collectively, the "***Local Counsel Opinions***"). We express no opinion with respect to those matters herein and, to the extent elements of the Local Counsel Opinions are necessary to the conclusions expressed herein, we have assumed such matters.

3. We express no opinion as to (i) the effect of any bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium or other similar laws relating to or affecting the rights of creditors generally, including, without limitation, laws relating to fraudulent transfers or conveyances and preferences, (ii) rights to indemnification and contribution which may be limited by applicable law or equitable principles or (iii) the effect of general principles of equity, including, without limitation, concepts of materiality, reasonableness, good faith and fair dealing, the effect of judicial discretion and the possible unavailability of specific performance, injunctive relief or other equitable relief, and limitations on rights of acceleration, whether considered in a proceeding in equity or at law.

4. With your consent, we have assumed that (i) the Indenture, the Exchange Notes and the Exchange Guarantees (collectively, the "***Operative Documents***") have been duly authorized, executed and delivered, as applicable, by each of the parties thereto (other than the Company and each of the Covered Guarantors) under the laws of their respective jurisdictions of organization, and (ii) the Operative Documents constitute legally valid and binding obligations of

each of the parties thereto (other than the Company and each of the Guarantors), enforceable against each of them in accordance with their respective terms.

5. We do not assume any obligation to update or supplement our opinions expressed herein to reflect any fact or circumstance subsequently arising or change in law subsequently occurring. Our opinions are limited to the matters expressly stated herein; no further opinion is implied or may be inferred beyond such matters.

We hereby consent to the filing of this opinion as an exhibit to the Registration Statement in accordance with the requirements of Item 601(b)(5) of Regulation S-K under the Securities Act and to the use of this firm's name in the prospectus included in the Registration Statement under the caption "Legal Matters". In giving such consent, we do not thereby admit that we are included in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations promulgated thereunder.

Very truly yours,

/s/ BOUTIN JONES INC.

SCHEDULE I

COVERED GUARANTORS

Entity	Jurisdiction of Organization
AmericanWork, Inc.	Delaware
College Community Services	California
Molina Information Systems, LLC	California
Molina Medical Management, Inc.	California
Molina Pathways, LLC	Delaware
Pathways Community Services LLC	Delaware
Pathways Health and Community Support LLC	Delaware
Pathways of Idaho LLC	Delaware
Pathways of Massachusetts LLC	Delaware

SCHEDULE II

OTHER GUARANTORS

Entity	Jurisdiction of Organization
Camelot Care Centers, Inc.	Illinois
Children's Behavioral Health, Inc.	Pennsylvania
Family Preservation Services, Inc.	Virginia
Family Preservation Services of Florida, Inc.	Florida
Family Preservation Services of North Carolina, Inc.	North Carolina
Pathways Community Services LLC	Pennsylvania
Pathways of Arizona, Inc.	Arizona
Pathways of Maine, Inc.	Maine
The Redco Group, Inc.	Pennsylvania

SCHEDULE III

LAWS OF OTHER JURISDICTIONS AND LOCAL COUNSEL OPINIONS

Jurisdiction(s)	Law Firm	Exhibit No. to Registration Statement
Illinois	Sheppard, Mullin, Richter & Hampton LLP	5.2
Virginia	Sheppard, Mullin, Richter & Hampton LLP	5.3
Arizona	Dickson Wright PLLC	5.4
Florida	Dickson Wright PLLC	5.5
Pennsylvania	Cozen O'Connor	5.6
Maine	Bernstein, Shur, Sawyer & Nelson, P.A.	5.7
North Carolina	Nelson Mullins Riley & Scarborough, LLP	5.8

SheppardMullin

Sheppard, Mullin, Richter & Hampton LLP
70 West Madison Street, 48th Floor
Chicago, Illinois 60602
312.499.6300 main
312.499.6301 fax
www.sheppardmullin.com

August 15, 2016

Molina Healthcare, Inc.
200 Oceangate, Suite 100
Long Beach, CA 90802

Re: Molina Healthcare, Inc.
Registration Statement on Form S-4

Ladies and Gentlemen:

Description of Representation

We have acted as special Illinois counsel to Camelot Care Centers, Inc., an Illinois corporation (the "***Illinois Guarantor***"), in connection with the registration statement on Form S-4 under the Securities Act of 1933, as amended (the "***Securities Act***"), filed by Molina Healthcare, Inc., a Delaware corporation (the "***Company***"), with the Securities and Exchange Commission on the date hereof (the "***Registration Statement***"), relating to the registration by the Company of $700,000,000 aggregate principal amount of 5.375% Senior Notes due 2022 (the "***Exchange Notes***") and the guarantees thereof (the "***Exchange Guarantees***") by certain of the Company's subsidiaries, including the Illinois Guarantor (each a "***Guarantor***" and collectively the "***Guarantors***") to be offered in exchange for up to an equal principal amount of the Company's outstanding 5.375% Senior Notes due 2022 and the guarantees thereof by the Guarantors. The Exchange Notes and the Exchange Guarantees will be issued in accordance with the terms of the Indenture, dated as of November 10, 2015 (the "***Original Indenture***"), by and among the Company, the guarantors named therein and U.S. Bank National Association, as trustee (the "***Trustee***"), as supplemented by the First Supplemental Indenture, dated as of February 16, 2016 (the "***Supplemental Indenture***" and, together with the Original Indenture, the "***Indenture***"), by and among the Company, the guarantors named therein and the Trustee.

Materials Examined

As such counsel, we have examined the Indenture, the Exchange Notes, the Exchange Guarantees and such matters of fact and questions of law as we have considered appropriate for purposes of rendering this opinion. In addition, we have examined originals or copies, certified or otherwise identified to our satisfaction, of the Illinois Guarantor's (i) articles of incorporation, (ii) bylaws, (iii) authorizing resolutions, (iv) good standing certificate from the Office of the Secretary of State of Illinois attached hereto as Schedule I (the "***Good Standing Certificate***") and (v) such

other records, documents, certificates, memoranda and other instruments we have considered necessary to provide a basis for the opinions hereinafter expressed. With your consent, we have relied upon certificates and other assurances of officers of the Company, the Illinois Guarantor and others as to factual matters without having independently verified such factual matters.

Opinions

Based upon the foregoing, and subject to the assumptions, limitations and qualifications set forth herein, we are of the opinion that:

1. The Illinois Guarantor is a corporation validly existing and in good standing under the laws of the State of Illinois;

2. The Illinois Guarantor has all requisite corporate power and authority to execute, deliver and perform its obligations under the Indenture and the Exchange Guarantees to which it is a party; and

3. The Illinois Guarantor has taken all necessary corporate action to authorize the execution and delivery of, and performance of its obligations under, the Indenture and the Exchange Guarantees to which it is a party.

Certain Assumptions, Limitations and Qualifications

The opinions herein are subject to the following assumptions, limitations and qualifications:

1. We have assumed the genuineness of all signatures, the legal capacity of all natural persons, the accuracy and completeness of all documents submitted to us, the authenticity of all original documents and the conformity to original documents of all copies submitted to us as certified, conformed or photographic copies.

2. We express no opinion as to the laws of any jurisdiction other than the internal laws of the State of Illinois, as such are in effect on the date hereof and we express no opinion as to the statutes, administrative decisions, rules, regulations or requirements of any county, municipality, subdivision or local authority of any jurisdiction. Notwithstanding anything to the contrary herein, our opinions herein are based upon our consideration of only those statutes, rules and regulations which, in our experience, are normally applicable to a transaction similar to the transactions contemplated by the Indenture and any Exchange Guarantee of the Illinois Guarantor.

3. We express no opinion as to (i) the effect of any bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium or other similar laws relating to or affecting the rights of creditors generally, including, without limitation, laws relating to fraudulent transfers or conveyances and preferences, (ii) rights to indemnification and contribution which may

be limited by applicable law or equitable principles or (iii) the effect of general principles of equity, including, without limitation, concepts of materiality, reasonableness, good faith and fair dealing, the effect of judicial discretion and the possible unavailability of specific performance, injunctive relief or other equitable relief, and limitations on rights of acceleration, whether considered in a proceeding in equity or at law.

4. With your consent, we have assumed that the Indenture, the Exchange Notes and the Exchange Guarantees (collectively, the "***Operative Documents***") have been duly authorized, executed and delivered, as applicable, by each of the parties thereto (other than the Illinois Guarantor) under the laws of their respective jurisdictions of organization. In addition, our opinions expressed in paragraph 1 hereof as to the existence and good standing of the Illinois Guarantor are given solely on the basis of the Good Standing Certificate of the Illinois Guarantor and such opinions speak only as of the date of such Good Standing Certificate and not as of the date hereof.

The opinions expressed in this letter are an expression of our professional judgment following our review of the legal issues expressly addressed herein in accordance with customary practice governing opinion letters in transactions such as those contemplated by the Indenture and any Exchange Guarantee of the Illinois Guarantor. By rendering such opinions, we neither become an insurer or guarantor of such expression of our professional judgment nor guarantee the outcome of any legal dispute that may arise out of the transactions contemplated by the Indenture or any Exchange Guarantee of the Illinois Guarantor or any other agreement entered into related thereto.

This opinion letter is rendered as of the date first written above, and we disclaim any obligation to advise you of facts, circumstances, events or developments which hereafter may be brought to our attention and which may alter, affect or modify the opinions expressed herein. Our opinions are expressly limited to the matters set forth above, and we render no opinion, whether by implication or otherwise, as to any other matters relating to the Company, the Guarantors, the Exchange Notes, the Exchange Guarantees, the Original Indenture, the Supplemental Indenture, or any other agreements or transactions that may be related thereto or contemplated thereby. We are expressing no opinion as to any obligations that parties other than the Illinois Guarantor may have under or in respect of any Exchange Guarantee, the Indenture or as to the effect that its performance of such obligations may have upon any of the matters referred to above.

We hereby consent to the filing of this opinion as an exhibit to the Registration Statement in accordance with the requirements of Item 601(b)(5) of Regulation S-K under the Securities Act and to the use of this firm's name in the prospectus included in the Registration Statement under the caption "Legal Matters." In giving such consent, we do not thereby admit that we are included in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations promulgated thereunder.

Very truly yours,

/s/ SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

SMRH:478101682.6

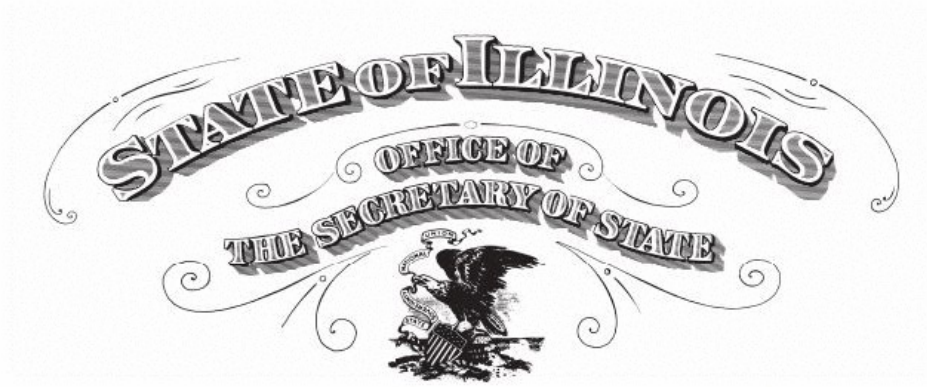
SCHEDULE I

Good Standing Certificate

(Attached)

SMRH:478101682.6

File Number 5431-936-3



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

CAMELOT CARE CENTERS, INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON JULY 18, 1986, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.

Authentication #: 1616702862 verifiable until 06/15/2017
Authenticate at: http://www.cyberdriveillinois.com

In Testimony Whereof, *I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this* 15TH *day of* JUNE *A.D.* 2016 .

Jesse White

SECRETARY OF STATE

SheppardMullin

Sheppard, Mullin, Richter & Hampton LLP
2099 Pennsylvania Avenue, NW, Suite 100
Washington, D.C. 20006-6801
202.747.1900 main
202.747.1901 fax
www.sheppardmullin.com

August 15, 2016

Molina Healthcare, Inc.
200 Oceangate, Suite 100
Long Beach, CA 90802

Re: Molina Healthcare, Inc.
Registration Statement on Form S-4

Ladies and Gentlemen:

We have acted as special Virginia counsel to Family Preservation Services, Inc., a Virginia corporation (the "***Virginia Guarantor***"), in connection with the registration statement on Form S-4 under the Securities Act of 1933, as amended (the "***Securities Act***"), filed by Molina Healthcare, Inc., a Delaware corporation (the "***Company***"), with the Securities and Exchange Commission (the "***Commission***") on the date hereof (the "***Registration Statement***"), relating to the registration by the Company of $700,000,000 aggregate principal amount of 5.375% Senior Notes due 2022 (the "***Exchange Notes***") and the guarantees thereof (the "***Exchange Guarantees***") by certain of the Company's subsidiaries, including the Virginia Guarantor (each a "***Guarantor***" and collectively the "***Guarantors***") to be offered in exchange for up to an equal principal amount of the Company's outstanding 5.375% Senior Notes due 2022 ("***Original Notes***") and the guarantees thereof by the Guarantors (the "***Original Guarantees***"). The Exchange Notes and the Exchange Guarantees will be issued in accordance with the terms of the Indenture, dated as of November 10, 2015 (the "***Original Indenture***"), by and among the Company, the guarantors named therein and U.S. Bank National Association, as trustee (the "***Trustee***"), as supplemented by the First Supplemental Indenture, dated as of February 16, 2016 (the "***Supplemental Indenture***" and, together with the Original Indenture, the "***Indenture***"), by and among the Company, the guarantors named therein and the Trustee.

Materials Examined

As such counsel, we have examined the Indenture, the Exchange Notes, the Exchange Guarantees and such matters of fact and questions of law as we have considered appropriate for purposes of rendering this opinion. In addition, we have examined originals or copies, certified or otherwise identified to our satisfaction, of the Virginia Guarantor's (i) Articles of Incorporation, (ii) Bylaws, (iii) Authorizing Resolutions, (iv) Good Standing Certificate from the Office of the State Corporation Commission of the Commonwealth of Virginia attached hereto as Schedule I (the ***"Good Standing Certificate")*** and (v) such other records, documents, certificates, memoranda and other instruments we have considered necessary to provide a basis for the opinions hereinafter expressed. With your consent, we have relied upon certificates and other assurances of officers of the Company, the Virginia Guarantor and others as to factual matters without having independently verified such factual matters.

Opinions

Based upon the foregoing, and subject to the assumptions, limitations and qualifications set forth herein, we are of the opinion that:

1) The Virginia Guarantor is a corporation validly existing and in good standing under the laws of the Commonwealth of Virginia;

2) The Virginia Guarantor has all requisite corporate power and authority to execute, deliver and perform its obligations under the Indenture and the Exchange Guarantee to which it is a party; and

3) The Virginia Guarantor has taken all necessary corporate action to authorize the execution and delivery of, and performance of its obligations under, the Indenture and the Exchange Guarantee to which it is a party.

Certain Assumptions, Limitations and Qualifications

The opinions herein are subject to the following assumptions, limitations and qualifications:

1. We have assumed the genuineness of all signatures, the legal capacity of all natural persons, the accuracy and completeness of all documents submitted to us, the authenticity of all original documents and the conformity to original documents of all copies submitted to us as certified, conformed or photographic copies.

2. We express no opinion as to the laws of any jurisdiction other than the internal laws of the Commonwealth of Virginia, as such are in effect on the date hereof, and we express no opinion as to the statutes, administrative decisions, rules, regulations or requirements of any county, municipality, subdivision or local authority of any jurisdiction. Notwithstanding anything to the contrary herein, our opinions herein are based upon our consideration of only those statutes, rules and regulations which, in our experience, are normally applicable to a transaction similar to the transaction contemplated by the Indenture and the Exchange Guarantee of the Virginia Guarantor.

3. We express no opinion as to (i) the effect of any bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium or other similar laws relating to or affecting the rights of creditors generally, including, without limitation, laws relating to fraudulent transfers or conveyances and preferences, (ii) rights to indemnification and contribution which may be limited by applicable law or equitable principles or (iii) the effect of general principles of equity, including, without limitation, concepts of materiality, reasonableness, good faith and fair dealing, the effect of judicial discretion and the possible unavailability of specific performance, injunctive relief or other equitable relief, and limitations on rights of acceleration, whether considered in a proceeding in equity or at law.

4. With your consent, we have assumed that the Indenture, the Exchange Notes and the Exchange Guarantees (collectively, the "***Operative Documents***") have been duly authorized, executed and delivered, as applicable, by each of the parties thereto (other than the Virginia

Guarantor) under the laws of their respective jurisdictions of organization. In addition, our opinions expressed in paragraph 1 hereof as to the existence and good standing of the Virginia Guarantor are given solely on the basis of the Good Standing Certificate of the Virginia Guarantor and such opinions speak only as of the date of such Good Standing Certificate and not as of the date hereof.

5. Virginia Code Sections 49-25 and 49-26 provide, in part, that a guarantor or surety of any person bound by a contract may require the creditor to institute suit on the contract if a right of action has accrued thereon. Failure to institute suit as provided in Section 49-26 will result in the forfeiture of the creditor's right to demand payment from such guarantor or surety. In any event enforcement of the Guaranty is subject to the provisions of §49-25 and §49-26 of the Code of Virginia.

The opinions expressed in this letter are an expression of our professional judgment following our review of the legal issues expressly addressed herein in accordance with customary practice governing opinion letters in transactions such as those contemplated by the Indenture and the Exchange Guarantee of the Virginia Guarantor. By rendering such opinions, we neither become an insurer or guarantor of such expression of our professional judgment nor guarantee the outcome of any legal dispute that may arise out of the transactions contemplated by the Indenture or the Exchange Guarantee of the Virginia Guarantor or any other agreement entered into related thereto.

This opinion letter is rendered as of the date first written above, and we disclaim any obligation to advise you of facts, circumstances, events or developments which hereafter may be brought to our attention and which may alter, affect or modify the opinions expressed herein. Our opinions are expressly limited to the matters set forth above, and we render no opinion, whether by implication or otherwise, as to any other matters relating to the Company, the Guarantors, the Exchange Notes, the Exchange Guarantees, the Original Indenture, the Supplemental Indenture, or any other agreements or transactions that may be related thereto or contemplated thereby. We are expressing no opinion as to any obligations that parties other than the Virginia Guarantor may have under or in respect of the Exchange Guarantee, the Indenture or as to the effect that its performance of such obligations may have upon any of the matters referred to above.

We hereby consent to the filing of this opinion as an exhibit to the Registration Statement in accordance with the requirements of Item 601(b)(5) of Regulation S-K under the Securities Act and to the use of this firm's name in the prospectus included in the Registration Statement under the caption "Legal Matters." In giving such consent, we do not thereby admit that we are included in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations promulgated thereunder.

Very truly yours,

/s/ SHEPPARD MULLIN RICHTER & HAMPTON LLP

Attachment: Schedule I

SMRH:478179931.5

SCHEDULE I

CERTIFICATE OF GOOD STANDING

Commonwealth of Virginia

State Corporation Commission

CERTIFICATE OF GOOD STANDING

I Certify the Following from the Records of the Commission:

That FAMILY PRESERVATION SERVICES, INC. is duly incorporated under the law of the Commonwealth of Virginia;

That the date of its incorporation is April 28, 1992;

That the period of its duration is perpetual; and

That the corporation is in existence and in good standing in the Commonwealth of Virginia as of the date set forth below.

Nothing more is hereby certified.

Signed and Sealed at Richmond on this Date:
June 15, 2016

Joel H. Peck

Joel H. Peck, Clerk of the Commission

CISECOM
Document Control Number: 1606156111

DICKINSON WRIGHT PLLC

1850 NORTH CENTRAL AVENUE, SUITE 1400
PHOENIX, AZ 85004-4568
TELEPHONE: (602) 285-5000
FACSIMILE: (602) 285-5100
http://www.dickinsonwright.com

August 15, 2016

Molina Healthcare, Inc.
200 Oceangate, Suite 100
Long Beach, CA 90802

Re: Molina Healthcare, Inc.
Registration Statement on Form S-4

Ladies and Gentlemen:

Description of Representation

We have acted as special Arizona counsel to Pathways of Arizona, Inc., an Arizona corporation (the "***Arizona Guarantor***"), in connection with the registration statement on Form S-4 under the Securities Act of 1933, as amended (the "***Securities Act***"), filed by Molina Healthcare, Inc., a Delaware corporation (the "***Company***"), with the Securities and Exchange Commission on the date hereof (the "***Registration Statement***"), relating to the registration by the Company of $700,000,000 aggregate principal amount of 5.375% Senior Notes due 2022 (the "***Exchange Notes***") and the guarantees thereof (the "***Exchange Guarantees***") by certain of the Company's subsidiaries, including the Arizona Guarantor (each, a "***Guarantor***"; collectively, the "***Guarantors***") to be offered in exchange for up to an equal principal amount of the Company's outstanding 5.375% Senior Notes due 2022 and the guarantees thereof by the Guarantors. The Exchange Notes and the Exchange Guarantees will be issued in accordance with the terms of the Indenture, dated as of November 10, 2015 (the "***Original Indenture***"), by and among the Company, the Guarantors named therein and U.S. Bank National Association, as trustee (the "***Trustee***"), as supplemented by the First Supplemental Indenture, dated as of February 16, 2016 (the "***Supplemental Indenture***", and, together with the Original Indenture, the "***Indenture***"), by and among the Company, the Guarantors named therein and the Trustee.

Materials Examined

As such counsel, we have examined such matters of fact and questions of law as we have considered appropriate for purposes of this opinion. With your consent, we have relied upon certificates and other assurances of officers of the Company, the Arizona Guarantor and others, including, without limitation, a Certificate of Good Standing for the Arizona Guarantor issued by the Arizona Corporation Commission on August 12, 2016 (the "***Certificate***"), as to factual matters without having independently verified such factual matters.

Opinions

Based upon the foregoing, and subject to the assumptions, limitations and qualifications set forth herein, we are of the opinion that:

1. The Arizona Guarantor is a corporation, validly existing and in good standing under the laws of the State of Arizona;

2. The Arizona Guarantor has all requisite corporate power and authority to execute, deliver and perform its obligations under the Indenture and the Exchange Guarantee to which it is a party; and

3. The Arizona Guarantor has taken all necessary corporate action to authorize the execution and delivery of and performance of its obligations under the Indenture and the Exchange Guarantee to which it is a party.

Certain Assumptions, Limitations and Qualifications

The opinions herein are subject to the following assumptions, limitations and qualifications:

1. We have assumed the genuineness of all signatures, the legal capacity of all natural persons, the accuracy and completeness of all documents submitted to us, the authenticity of all original documents and the conformity to original documents of all copies submitted to us as certified, conformed or photographic copies.

2. We express no opinion as to the laws of any jurisdiction other than the internal laws of the State of Arizona, as such are in effect on the date hereof.

3. We express no opinion as to: (i) the effect of any bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium or other similar laws relating to or affecting the rights of creditors generally, including, without limitation, laws relating to fraudulent transfers or conveyances and preferences; (ii) rights to indemnification and contribution which may be limited by applicable law or equitable principles; or (iii) the effect of general principles of equity, including, without limitation, concepts of materiality, reasonableness, good faith and fair dealing, the effect of judicial discretion and the possible unavailability of specific performance, injunctive relief or other equitable relief, and limitations on rights of acceleration, whether considered in a proceeding in equity or at law.

4. With your consent, we have assumed that the Indenture, the Exchange Notes and the Exchange Guarantees (collectively, the "***Operative Documents***") have been duly authorized, executed and delivered, as applicable, by each of the parties thereto (other than the Arizona Guarantor) under the laws of their respective jurisdictions of organization

5. In rendering the opinions set forth in paragraph 1 above, we have relied solely upon the Certificate.

6. The Arizona Guarantor is a general business entity of a type that is not regulated by governmental authority or court order so that its ability to execute and deliver the applicable Operative Documents is restricted thereby.

We hereby consent to the filing of this opinion as an exhibit to the Registration Statement in accordance with the requirements of Item 601(b)(5) of Regulation S-K under the Securities Act and to the use of this Firm's name in the prospectus included in the Registration Statement under the caption "Legal Matters." In giving such consent, we do not thereby admit that we are included in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations promulgated thereunder.

/s/ Dickinson Wright PLLC

FCF:DIT

DICKINSON WRIGHT PLLC

450 E. LAS OLAS BLVD., SUITE 730
FT. LAUDERDALE, FL 33301-4275
TELEPHONE: (954) 991-5420
FACSIMILE: (248) 433-7274
HTTP://WWW.DICKINSONWRIGHT.COM

August 15, 2016

Molina Healthcare, Inc.
200 Oceangate, Suite 100
Long Beach, CA 90802

Re: Molina Healthcare, Inc.
Registration Statement on Form S-4

Ladies and Gentlemen:

Description of Representation

We have acted as special Florida counsel to Family Preservation Services of Florida, Inc., a Florida corporation (the "***Florida Guarantor***"), in connection with the registration statement on Form S-4 under the Securities Act of 1933, as amended (the "***Securities Act***"), filed by Molina Healthcare, Inc., a Delaware corporation (the "***Company***"), with the Securities and Exchange Commission on the date hereof (the "***Registration Statement***"), relating to the registration by the Company of $700,000,000 aggregate principal amount of 5.375% Senior Notes due 2022 (the "***Exchange Notes***") and the guarantees thereof (the "***Exchange Guarantees***") by certain of the Company's subsidiaries, including the Florida Guarantor (each, a "***Guarantor***"; collectively, the "***Guarantors***") to be offered in exchange for up to an equal principal amount of the Company's outstanding 5.375% Senior Notes due 2022 and the guarantees thereof by the Guarantors. The Exchange Notes and the Exchange Guarantees will be issued in accordance with the terms of the Indenture, dated as of November 10, 2015 (the "***Original Indenture***"), by and among the Company, the Guarantors named therein and U.S. Bank National Association, as trustee (the "***Trustee***"), as supplemented by the First Supplemental Indenture, dated as of February 16, 2016 (the "***Supplemental Indenture***", and, together with the Original Indenture, the "***Indenture***"), by and among the Company, the Guarantors named therein and the Trustee.

Materials Examined

As such counsel, we have examined such matters of fact and questions of law as we have considered appropriate for purposes of this opinion. With your consent, we have relied upon certificates and other assurances of officers of the Company, the Florida Guarantor and others, including, without limitation, a Certificate of Good Standing for the Florida Guarantor issued by the Florida Department of State, Division of Corporations on August 12, 2016 (the "***Certificate***"), as to factual matters without having independently verified such factual matters.

Opinions

Based upon the foregoing, and subject to the assumptions, limitations and qualifications set forth herein, we are of the opinion that:

1. The Florida Guarantor is a corporation, validly existing and in good standing under the laws of the State of Florida;

2. The Florida Guarantor has all requisite corporate power and authority to execute, deliver and perform its obligations under the Indenture and the Exchange Guarantee to which it is a party; and

3. The Florida Guarantor has taken all necessary corporate action to authorize the execution and delivery of and performance of its obligations under the Indenture and the Exchange Guarantee to which it is a party.

Certain Assumptions, Limitations and Qualifications

The opinions herein are subject to the following assumptions, limitations and qualifications:

1. We have assumed the genuineness of all signatures, the legal capacity of all natural persons, the accuracy and completeness of all documents submitted to us, the authenticity of all original documents and the conformity to original documents of all copies submitted to us as certified, conformed or photographic copies.

2. We express no opinion as to the laws of any jurisdiction other than the internal laws of the State of Florida, as such are in effect on the date hereof.

3. We express no opinion as to: (i) the effect of any bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium or other similar laws relating to or affecting the rights of creditors generally, including, without limitation, laws relating to fraudulent transfers or conveyances and preferences; (ii) rights to indemnification and contribution which may be limited by applicable law or equitable principles; or (iii) the effect of general principles of equity, including, without limitation, concepts of materiality, reasonableness, good faith and fair dealing, the effect of judicial discretion and the possible unavailability of specific performance, injunctive relief or other equitable relief, and limitations on rights of acceleration, whether considered in a proceeding in equity or at law.

4. With your consent, we have assumed that the Indenture, the Exchange Notes and the Exchange Guarantees (collectively, the "***Operative Documents***") have been duly authorized, executed and delivered, as applicable, by each of the parties thereto (other than the Florida Guarantor) under the laws of their respective jurisdictions of organization.

5. In rendering the opinions set forth in paragraph 1 above, we have relied solely upon the Certificate.

6. The Florida Guarantor is a general business entity of a type that is not regulated by governmental authority or court order so that its ability to execute and deliver the applicable Operative Documents is restricted thereby.

We hereby consent to the filing of this opinion as an exhibit to the Registration Statement in accordance with the requirements of Item 601(b)(5) of Regulation S-K under the Securities Act and to the use of this Firm's name in the prospectus included in the Registration Statement under the caption "Legal Matters." In giving such consent, we do not thereby admit that we are included

in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations promulgated thereunder.

/s/ Dickinson Wright PLLC

FCF:DIT

August 15, 2016

Molina Healthcare, Inc.
200 Oceangate, Suite 100
Long Beach, CA 90802

Ladies and Gentlemen:

In our capacity as special Pennsylvania counsel to Children's Behavioral Health, Inc., a Pennsylvania corporation ("**BH**"), The Redco Group, Inc., a Pennsylvania corporation ("**RG**"), and Pathways Community Services LLC, a Pennsylvania limited liability company ("**PCS**"), you have requested our opinion in connection with the matters set forth herein. In this letter BH, RG and PCS are referred to collectively as the "**Pennsylvania Guarantors**," and individually as a "**Pennsylvania Guarantor**." We have been advised that Molina Healthcare, Inc., a Delaware corporation (the "**Company**"), is filing a registration statement on Form S-4 under the Securities Act of 1933, as amended (the "**Securities Act**"), with the Securities and Exchange Commission on the date hereof (the "**Registration Statement**"), relating to the registration by the Company of $700,000,000 aggregate principal amount of 5.375% Senior Notes due 2022 (the "**Exchange Notes**") and the guarantees thereof (the "**Exchange Guarantees**") by certain of the Company's subsidiaries, including the Pennsylvania Guarantors, to be offered in exchange for up to an equal principal amount of the Company's outstanding 5.375% Senior Notes due 2022 and the guarantees thereof by the Guarantors. The Exchange Notes and the Exchange Guarantees will be issued in accordance with the terms of the Indenture dated as of November 10, 2015 (the "**Original Indenture**"), by and among the Company, the guarantors named therein and U.S. Bank National Association, as trustee (the "**Trustee**"), as supplemented by the First Supplemental Indenture dated as of February 16, 2016 (the "**Supplemental Indenture**" and, together with the Original Indenture, the "**Indenture**"), by and among the Company, the guarantors named therein and the Trustee.

Materials Examined

As such counsel, we have examined such matters of fact and questions of law as we have considered appropriate for purposes of this opinion. With your consent, we have relied upon certificates and other assurances of officers of the Company, the Pennsylvania Guarantors and others as to factual matters without having independently verified such factual matters, and we have assumed, with your consent, the accuracy of all of such factual matters.

Opinions

Based upon the foregoing, and subject to the assumptions, limitations and qualifications set forth herein, we are of the opinion that:

1. Based solely on recently dated subsistence certificates for each of the Pennsylvania Guarantors issued by the Pennsylvania Department of State, each of BH and RG is a corporation validly subsisting under the laws of the Commonwealth of Pennsylvania, and PCS is a limited liability company validly subsisting under such laws;

One Liberty Place 1650 Market Street Suite 2800 Philadelphia, PA 19103215.665.2000 800.523.2900 215.665.2013 Fax cozen.com

2. Each of the Pennsylvania Guarantors has all requisite corporate or limited liability company power, as applicable, and corporate or limited liability company authority, as applicable, to execute and deliver the Supplemental Indenture and the Exchange Guarantees to which it is a party and to perform its obligations under the Indenture and such Exchange Guarantees; and

3. Each of the Pennsylvania Guarantors has taken all necessary corporate or limited liability company action, as applicable, to authorize the execution and delivery of the Supplemental Indenture and the Exchange Guarantees to which it is a party, and the performance of its obligations under the Indenture and such Exchange Guarantees.

Certain Assumptions, Limitations and Qualifications

The opinions herein are subject to the following assumptions, limitations and qualifications:

1. We have assumed the genuineness of all signatures, the legal capacity of all natural persons, the accuracy and completeness of all documents submitted to us, the authenticity of all original documents and the conformity to original documents of all copies submitted to us as certified, conformed or photographic copies.

2. We express no opinion as to the laws of any jurisdiction other than the internal laws of the Commonwealth of Pennsylvania, as such are in effect on the date hereof.

3. We express no opinion as to the effect of any bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium or other similar laws relating to or affecting the rights of creditors generally, including, without limitation, laws relating to fraudulent transfers or conveyances and preferences.

4. With your consent, we have assumed that the Indenture, the Exchange Notes and the Exchange Guarantees (collectively, the "**Operative Documents**") have been duly authorized, executed and delivered, as applicable, by each of the parties thereto (other than the Pennsylvania Guarantors) under the laws of their respective jurisdictions of organization.

This opinion is given as of the date hereof, and we assume no obligation to update or supplement this opinion to reflect any facts or circumstances which may hereafter come to our attention or any changes in laws which may hereafter occur.

We hereby consent to the filing of this opinion as an exhibit to the Registration Statement in accordance with the requirements of Item 601(b)(5) of Regulation S-K under the Securities Act and to the use of this firm's name in the prospectus included in the Registration Statement under the caption "Legal Matters." In giving such consent, we do not thereby admit that we are included in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations promulgated thereunder.

Sincerely,

/s/ COZEN O'CONNOR

LEGAL\27087567\3

BERN
STEIN
SHUR

Bernstein, Shur,
Sawyer & Nelson, P.A.
100 Middle Street
PO Box 9729
Portland, ME 04104-5029

T (207) 774 - 1200
F (207) 774 - 1127

August 15, 2016

Molina Healthcare, Inc.
200 Oceangate, Suite 100
Long Beach, CA 90802

Re: Molina Healthcare, Inc.
Registration Statement on Form S-4

Ladies and Gentlemen:

Description of Representation

We have acted as special Maine counsel to Pathways of Maine, Inc., a Maine corporation (the "***Maine Subsidiary Guarantor***"), in connection with the registration statement on Form S-4 under the Securities Act of 1933, as amended (the "***Securities Act***"), filed by Molina Healthcare, Inc., a Delaware corporation (the "***Company***"), with the Securities and Exchange Commission (the "***Commission***") on the date hereof (the "***Registration Statement***"), relating to the registration by the Company of $700,000,000 aggregate principal amount of 5.375% Senior Notes due 2022 (the "***Exchange Notes***") and the guarantees thereof (the "***Exchange Guarantees***") by certain of the Company's subsidiaries, including the Maine Subsidiary Guarantor (each a "***Guarantor***" and collectively the "***Guarantors***") to be offered in exchange for up to an equal principal amount of the Company's outstanding 5.375% Senior Notes due 2022 and the guarantees thereof by the Guarantors. The Exchange Notes and the Exchange Guarantees will be issued in accordance with the terms of the Indenture, dated as of November 10, 2015 (the "***Original Indenture***"), by and among the Company, the guarantors named therein and U.S. Bank National Association, as trustee (the "***Trustee***"), as supplemented by the First Supplemental Indenture, dated as of February 16, 2016 (the "***Supplemental Indenture***" and, together with the Original Indenture, the "***Indenture***"), by and among the Company, the guarantors named therein and the Trustee.

Materials Examined

As special Maine counsel for the Maine Subsidiary Guarantor and as a basis for the opinions expressed herein, we have examined the following:

(i) the Registration Statement;

(ii) the Indenture;

(iii) Officer's Factual Certificates, dated August 15, 2016, executed by each of the Company and the Maine Subsidiary Guarantor;

(iv) Secretary's Certificates and Certificates of Incumbency, dated August 15, 2016, executed by each of the Company and the Maine Subsidiary Guarantor;

(v) charter documents, as amended, of each of the Company and the Maine Subsidiary Guarantor;

(vi) bylaws, as amended, of each of the Company and the Maine Subsidiary Guarantor;

(vii) certificates of good standing, dated August 12, 2016, for each of the Company and the Maine Subsidiary Guarantor;

(viii) resolutions adopted by the board of directors of the Company on September 15, 2015, unanimous written consent of the board of directors of the Company, dated November 4, 2015, resolutions adopted by the pricing committee of the board of directors of the Company on November 5, 2015, unanimous written consent of the board of directors of the Maine Subsidiary Guarantor, dated February 8, 2016, and unanimous written consent of the board of directors of the Maine Subsidiary Guarantor, dated June 30, 2016; and

(ix) such other matters of fact and questions of law as we have considered appropriate for purposes of this opinion.

With your consent, we have relied upon the above-referenced documents, certificates, and other assurances of officers of the Company, the Maine Subsidiary Guarantor, and others as to factual matters without having independently verified such factual matters.

Opinions

Based upon the foregoing, and subject to the assumptions, limitations, and qualifications set forth herein, we are of the opinion that:

1. The Maine Subsidiary Guarantor is a corporation validly existing under the laws of the State of Maine and, based solely on the certificate of good standing identified in clause (vii) above, as of the date thereof, is in good standing in the State of Maine;

2. The Maine Subsidiary Guarantor has all requisite corporate power and authority to execute, deliver, and perform its obligations under the Indenture and the Exchange Guarantees to which it is a party; and

3. The Maine Subsidiary Guarantor has taken all necessary corporate action to authorize the execution and delivery of and performance of its obligations under the Indenture and the Exchange Guarantees to which it is a party.

Certain Assumptions, Limitations and Qualifications

The opinions herein are subject to the following assumptions, limitations, and qualifications:

1. We have assumed the genuineness of all signatures, the legal capacity of all natural persons, the accuracy and completeness of all documents submitted to us, the authenticity of all original documents, and the conformity to original documents of all copies submitted to us as certified, conformed, or photographic copies.

2. We express no opinion as to the laws of any jurisdiction other than the internal laws of the State of Maine, as such are in effect on the date hereof.

3. We express no opinion as to (i) the effect of any bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium, or other similar laws relating to or affecting the rights of creditors generally, including, without limitation, laws relating to fraudulent transfers or conveyances and preferences, (ii) rights to indemnification and contribution which may be limited by applicable law or equitable principles, or (iii) the effect of general principles of equity, including, without limitation, concepts of materiality, reasonableness, good faith and fair dealing, the effect of judicial discretion, and the possible unavailability of specific performance, injunctive relief, or other equitable relief, and limitations on rights of acceleration, whether considered in a proceeding in equity or at law.

4. With your consent, we have assumed that the Indenture, the Exchange Notes, and the Exchange Guarantees (collectively, the "***Operative Documents***") have been duly authorized, executed, and delivered, as applicable, by each of the parties thereto (other than the Maine Subsidiary Guarantor) under the laws of their respective jurisdictions of organization.

5. We do not assume any obligation to update or supplement our opinions expressed herein to reflect any fact or circumstance subsequently arising or any change in law subsequently occurring. Our opinions are limited to the matters expressly stated herein; no further opinion is implied or may be inferred beyond such matters.

We hereby consent to the filing of this opinion as an exhibit to the Registration Statement in accordance with the requirements of Item 601(b)(5) of Regulation S-K under the Securities Act and to the use of this firm's name in the prospectus included in the Registration Statement under the caption "Legal Matters." In giving such consent, we do not thereby admit that we are included in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations promulgated thereunder.

Very truly yours,

/s/ Bernstein Shur

Nelson Mullins

Nelson Mullins Riley & Scarborough LLP
Attorneys and Counselors at Law
100 North Tryon Street / 42nd Floor / Charlotte, NC 28202-4007
Tel: 704.417.3000 Fax: 704.377.4814
www.nelsonmullins.com

August 15, 2016

Molina Healthcare, Inc.
200 Oceangate, Suite 100
Long Beach, CA 90802

Re: Molina Healthcare, Inc.
Registration Statement on Form S-4

Ladies and Gentlemen:

We have acted as special North Carolina counsel to Family Preservation Services of North Carolina, Inc. a North Carolina limited liability company (the "***NC Guarantor***"), in connection with the registration statement on Form S-4 under the Securities Act of 1933, as amended (the "***Securities Act***"), filed by Molina Healthcare, Inc., a Delaware corporation (the "***Company***"), with the Securities and Exchange Commission on the date hereof (the "***Registration Statement***"), relating to the registration by the Company of $700,000,000 aggregate principal amount of 5.375% Senior Notes due 2022 (the "***Exchange Notes***") and the guarantees thereof (the "***Exchange Guarantees***") by certain of the Company's subsidiaries, including the NC Guarantor (each a "***Guarantor***" and collectively the "***Guarantors***") to be offered in exchange for up to an equal principal amount of the Company's outstanding 5.375% Senior Notes due 2022 and the guarantees thereof by the Guarantors. The Exchange Notes and the Exchange Guarantees will be issued in accordance with the terms of the Indenture, dated as of November 10, 2015 (the "***Original Indenture***"), by and among the Company, the guarantors named therein and U.S. Bank National Association, as trustee (the "***Trustee***"), as supplemented by the First Supplemental Indenture, dated as of February 16, 2016 (the "***Supplemental Indenture***" and, together with the Original Indenture, the "***Indenture***"), by and among the Company, the guarantors named therein and the Trustee.

As such counsel, we have examined such matters of fact and questions of law as we have considered appropriate for purposes of this opinion. With your consent, we have relied upon certificates and other assurances of officers of the Company, the NC Guarantor and others as to factual matters without having independently verified such factual matters.

Based upon the foregoing, and subject to the assumptions, limitations and qualifications set forth herein, we are of the opinion that:

1. The NC Guarantor is a limited liability company validly existing under the laws of the State of North Carolina.

2. The NC Guarantor has all requisite limited liability company power and authority to execute, deliver and perform its obligations under the Indenture and the Exchange Guarantees to which it is a party.

3. The NC Guarantor has taken all necessary limited liability company action to authorize the execution and delivery of and performance of its obligations under the Indenture and the Exchange Guarantees to which it is a party.

The opinions herein are subject to the following assumptions, limitations and qualifications:

1. We have assumed the genuineness of all signatures, the legal capacity of all natural persons, the accuracy and completeness of all documents submitted to us, the authenticity of all original documents and the conformity to original documents of all copies submitted to us as certified, conformed or photographic copies.

2. We express no opinion as to the laws of any jurisdiction other than the internal laws of the State of North Carolina, as such are in effect on the date hereof.

3. We express no opinion as to (i) the effect of any bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium or other similar laws relating to or affecting the rights of creditors generally, including, without limitation, laws relating to fraudulent transfers or conveyances and preferences, (ii) rights to indemnification and contribution which may be limited by applicable law or equitable principles or (iii) the effect of general principles of equity, including, without limitation, concepts of materiality, reasonableness, good faith and fair dealing, the effect of judicial discretion and the possible unavailability of specific performance, injunctive relief or other equitable relief, and limitations on rights of acceleration, whether considered in a proceeding in equity or at law.

4. With your consent, we have assumed that the Indenture, the Exchange Notes and the Exchange Guarantees (collectively, the "***Operative Documents***") have been duly authorized, executed and delivered, as applicable, by each of the parties thereto (other than the NC Guarantor) under the laws of their respective jurisdictions of organization.

We hereby consent to the filing of this opinion as an exhibit to the Registration Statement in accordance with the requirements of Item 601(b)(5) of Regulation S-K under the Securities Act and to the use of this firm's name in the prospectus included in the Registration Statement under the caption "Legal Matters." In giving such consent, we do not thereby admit that we are included in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations promulgated thereunder.

Sincerely,

/s/ NELSON MULLINS RILEY & SCARBOROUGH LLP

Exhibit 12.1

Molina Healthcare, Inc.

Computation of Ratio of Earnings to Fixed Charges

	Year Ended December 31,					Six Months Ended June 30,	
	2015	2014	2013	2012	2011	2016	2015
	(Dollars in millions)						
Earnings:							
Income before income taxes, continuing operations	$ 322	$ 135	$ 81	$ 23	$ 120	$ 144	$ 168
Add fixed charges:							
Interest expense, including amortization of debt discount and expense	66	57	52	17	16	50	30
Estimated interest portion of rental expense	8	5	4	3	2	6	3
Total fixed charges	74	62	56	20	18	56	33
Total earnings available for fixed charges	$ 396	$ 197	$ 137	$ 43	$ 138	$ 200	$ 201
Fixed charges from above:	$ 74	$ 62	$ 56	$ 20	$ 18	$ 56	$ 33
Ratio of earnings to fixed charges	5.4	3.2	2.4	2.2	7.7	3.6	6.1
Total rent expense	$ 44	$ 32	$ 25	$ 20	$ 23	$ 31	$ 19
Interest factor	18%	16%	16%	14%	11%	18%	16%
Interest component of rental expense	$ 8	$ 5	$ 4	$ 3	$ 2	$ 6	$ 3

Exhibit 21.1

LIST OF SUBSIDIARIES

Name	Jurisdiction of Incorporation
Molina Clinical Services, LLC*	Delaware
Molina Healthcare Data Center, Inc.	New Mexico
Molina Healthcare of Arizona, Inc.*	Arizona
Molina Healthcare of California	California
Molina Healthcare of California Partner Plan, Inc.	California
Molina Healthcare of Florida, Inc.	Florida
Molina Healthcare of Georgia, Inc.*	Georgia
Molina Healthcare of Illinois, Inc.	Illinois
Molina Healthcare of Iowa, Inc. *	Iowa
Molina Healthcare of Maryland, Inc.*	Maryland
Molina Healthcare of Michigan, Inc.	Michigan
Molina Healthcare of Mississippi, Inc.*	Mississippi
Molina Healthcare of Nevada, Inc.*	Nevada
Molina Healthcare of New Mexico, Inc.	New Mexico
Molina Healthcare of New York, Inc.*	New York
Molina Healthcare of North Carolina, Inc.*	North Carolina
Molina Healthcare of Ohio, Inc.	Ohio
Molina Healthcare of Oklahoma, Inc.*	Oklahoma
Molina Healthcare of Pennsylvania, Inc.*	Pennsylvania
Molina Healthcare of Puerto Rico, Inc.	Puerto Rico/Nevada
Molina Healthcare of South Carolina, LLC	South Carolina
Molina Healthcare of Texas, Inc.	Texas
Molina Healthcare of Texas Insurance Company^	Texas
Molina Healthcare of Utah, Inc.	Utah
Molina Healthcare of Virginia, Inc.	Virginia
Molina Healthcare of Washington, Inc.	Washington
Molina Healthcare of Wisconsin, Inc.	Wisconsin
Molina Health Plan Management, Inc.*	New York
Molina Hospital Management, Inc.	California
Molina Information Systems, LLC, dba Molina Medicaid Solutions	California
Molina Youth Academy	California
Molina Medical Management, Inc.	California
Easy Care MSO, LLC~	California
Molina Pathways, LLC	Delaware
Molina Dental and Vision Services, LLC+*	Delaware
Molina Pathways of Ohio, LLC+*	Ohio
Molina Pathways of Texas, Inc.+	Texas
Molina Personal Care of Texas, Inc.+ *	Texas
Molina Personal Care of South Carolina, Inc.+*	South Carolina
Integrated Care Alliance, LLC+	Michigan
Pathways Health and Community Support LLC+	Delaware
AmericanWork, Inc.-	Delaware
A to Z In-Home Tutoring LLC-	Nevada

Exhibit 21.1

Children's Behavioral Health, Inc.-	Pennsylvania
Choices Group, Inc.-	Delaware
College Community Services-	California
Dockside Services, Inc.-	Indiana
Family Builders, Inc.- *	Arizona
Family Preservation Services, Inc.-	Virginia
Family Preservation Services of Florida, Inc.-	Florida
Family Preservation Services of North Carolina, Inc.-	North Carolina
Family Preservation Services of Washington D.C., Inc.-	District of Columbia
Family Preservation Services of West Virginia, Inc.-	West Virginia
Maple Star Oregon, Inc.-	Oregon
Maple Star Nevada, Inc.-	Nevada
Pathways Community Corrections, Inc.-	Delaware
Camelot Care Centers, Inc.>	Illinois
Pathways Community Services LLC-	Delaware
Pathways Community Services LLC-	Pennsylvania
Pathways of Massachusetts LLC-	Delaware
Pathways of Washington, Inc.-	Washington
Pathways Human Services, LLC-*	Delaware
Pathways of Arizona, Inc.-	Arizona
Pathways of Idaho LLC-	Delaware
Pathways of Delaware, Inc.-	Delaware
Pathways of Maine, Inc.-	Maine
Pathways of Oklahoma, Inc.-	Oklahoma
Pathways Community Support of Texas, Inc.-	Texas
The RedCo Group, Inc.-	Pennsylvania
Today's Options of New York, Inc.#	New York
Raystown Developmental Services, Inc./	Pennsylvania
Transitional Family Services, Inc.-	Georgia
W.D. Management, LLC-	Missouri

* Non-operational entity

^ Wholly owned subsidiary of Molina Healthcare of Texas, Inc.

\+ Wholly owned subsidiary of Molina Pathways, LLC

~ Partially owned subsidiary of Molina Medical Management, Inc.

\- Wholly owned subsidiary of Pathways Health and Community Support LLC

/ Wholly owned subsidiary of The RedCo Group, Inc.

> Wholly owned subsidiary of Pathways Community Corrections, Inc.

\# Wholly owned subsidiary of Molina Health Plan Management, Inc.

EXHIBIT 23.1

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the reference to our firm under the caption "Independent Registered Public Accounting Firm" in the Registration Statement (Form S-4) and related Prospectus of Molina Healthcare, Inc. for the registration of $700,000,000 principal amount of Senior Notes due 2022 and to the incorporation by reference therein of our report dated February 26, 2016, except for Note 23, as to which the date is July 28, 2016, with respect to the consolidated financial statements of Molina Healthcare, Inc., and our report dated July 28, 2016, with respect to the consolidated financial statements of Providence Human Services, LLC, included in Molina Healthcare, Inc.'s Current Report on Form 8-K dated July 28, 2016, filed with the Securities and Exchange Commission.

/s/ERNST & YOUNG LLP

Los Angeles, California
August 15, 2016

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM T-1

STATEMENT OF ELIGIBILITY UNDER
THE TRUST INDENTURE ACT OF 1939 OF A
CORPORATION DESIGNATED TO ACT AS TRUSTEE

Check if an Application to Determine Eligibility of
a Trustee Pursuant to Section 305(b)(2)

U.S. BANK NATIONAL ASSOCIATION

(Exact name of Trustee as specified in its charter)

31-0841368
I.R.S. Employer Identification No.

800 Nicollet Mall Minneapolis, Minnesota	55402
(Address of principal executive offices)	(Zip Code)

Paula Oswald
U.S. Bank National Association
633 W. 5TH Street, 24th Floor
Los Angeles, CA 90071
(213) 615-6043
(Name, address and telephone number of agent for service)

MOLINA HEALTHCARE, INC

(Exact name of obligor as specified in its charter)

Delaware	91-2197729
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)

200 Oceangate, Suite 100, Long Beach, CA	90802
(Address of Principal Executive Offices)	(Zip Code)

5.375% Senior Notes due 2022

(Title of the Indenture Securities)

FORM T-1

Item 1. GENERAL INFORMATION. Furnish the following information as to the Trustee.

a) *Name and address of each examining or supervising authority to which it is subject.*
Comptroller of the Currency
Washington, D.C.

b) *Whether it is authorized to exercise corporate trust powers.*
Yes

Item 2. AFFILIATIONS WITH OBLIGOR. *If the obligor is an affiliate of the Trustee, describe each such affiliation.*
None

Items 3-15. *Items 3-15 are not applicable because to the best of the Trustee's knowledge, the obligor is not in default under any Indenture for which the Trustee acts as Trustee.*

Item 16. LIST OF EXHIBITS: *List below all exhibits filed as a part of this statement of eligibility and qualification.*

1. A copy of the Articles of Association of the Trustee.*

2. A copy of the certificate of authority of the Trustee to commence business, attached as Exhibit 2.

3. A copy of the certificate of authority of the Trustee to exercise corporate trust powers, attached as Exhibit 3.

4. A copy of the existing bylaws of the Trustee.**

5. A copy of each Indenture referred to in Item 4. Not applicable.

6. The consent of the Trustee required by Section 321(b) of the Trust Indenture Act of 1939, attached as Exhibit 6.

7. Report of Condition of the Trustee as of March 31, 2016 published pursuant to law or the requirements of its supervising or examining authority, attached as Exhibit 7.

* Incorporated by reference to Exhibit 25.1 to Amendment No. 2 to registration statement on S-4, Registration Number 333-128217 filed on November 15, 2005.

** Incorporated by reference to Exhibit 25.1 to registration statement on form S-3ASR, Registration Number 333-199863 filed on November 5, 2014.

SIGNATURE

Pursuant to the requirements of the Trust Indenture Act of 1939, as amended, the Trustee, U.S. BANK NATIONAL ASSOCIATION, a national banking association organized and existing under the laws of the United States of America, has duly caused this statement of eligibility and qualification to be signed on its behalf by the undersigned, thereunto duly authorized, all in the City of Los Angeles, California on the 15th day of August, 2016.

By: /s/ Paula Oswald

Paula Oswald

Vice President

Exhibit 2

Office of the Comptroller of the Currency

Washington, DC 20219

CERTIFICATE OF CORPORATE EXISTENCE

I, Thomas J. Curry, Comptroller of the Currency, do hereby certify that:

1. The Comptroller of the Currency, pursuant to Revised Statutes 324, et seq, as amended, and 12 USC 1, et seq, as amended, has possession, custody, and control of all records pertaining to the chartering, regulation, and supervision of all national banking associations.

2. "U.S. Bank National Association," Cincinnati, Ohio (Charter No. 24), is a national banking association formed under the laws of the United States and is authorized thereunder to transact the business of banking on the date of this certificate.

IN TESTIMONY WHEREOF, today, June 15, 2016, I have hereunto subscribed my name and caused my seal of office to be affixed to these presents at the U.S. Department of the Treasury, in the City of Washington, District of Columbia.

Comptroller of the Currency

Exhibit 3

Office of the Comptroller of the Currency

Washington, DC 20219

CERTIFICATION OF FIDUCIARY POWERS

I, Thomas J. Curry, Comptroller of the Currency, do hereby certify that:

1. The Office of the Comptroller of the Currency, pursuant to Revised Statutes 324, et seq, as amended, and 12 USC 1, et seq, as amended, has possession, custody, and control of all records pertaining to the chartering, regulation, and supervision of all national banking associations.

2. "U.S. Bank National Association," Cincinnati, Ohio (Charter No. 24), was granted, under the hand and seal of the Comptroller, the right to act in all fiduciary capacities authorized under the provisions of the Act of Congress approved September 28, 1962, 76 Stat. 668, 12 USC 92a, and that the authority so granted remains in full force and effect on the date of this certificate.

IN TESTIMONY WHEREOF, today, June 15, 2016, I have hereunto subscribed my name and caused my seal of office to be affixed to these presents at the U.S. Department of the Treasury, in the City of Washington, District of Columbia.

Comptroller of the Currency

Exhibit 6

CONSENT

In accordance with Section 321(b) of the Trust Indenture Act of 1939, the undersigned, U.S. BANK NATIONAL ASSOCIATION hereby consents that reports of examination of the undersigned by Federal, State, Territorial or District authorities may be furnished by such authorities to the Securities and Exchange Commission upon its request therefor.

Dated: August 15, 2016

By: /s/ Paula Oswald

Paula Oswald
Vice President

Exhibit 7

U.S. Bank National Association
Statement of Financial Condition
As of 6/30/2016

($000's)

		6/30/2016
Assets		
Cash and Balances Due From Depository Institutions	$	14,010,590
Securities		108,246,267
Federal Funds		68,244
Loans and Lease Financing Receivables		268,104,901
Fixed Assets		5,866,910
Intangible Assets		12,591,165
Other Assets		24,574,630
Total Assets	**$**	**433,462,707**
Liabilities		
Deposits	$	327,848,275
Fed Funds		1,179,456
Treasury Demand Notes		—
Trading Liabilities		2,172,890
Other Borrowed Money		40,280,996
Acceptances		—
Subordinated Notes and Debentures		3,800,000
Other Liabilities		13,036,463
Total Liabilities	**$**	**388,318,080**
Equity		
Common and Preferred Stock		18,200
Surplus		14,266,915
Undivided Profits		30,049,363
Minority Interest in Subsidiaries		810,149
Total Equity Capital	**$**	**45,144,627**
Total Liabilities and Equity Capital	**$**	**433,462,707**

LETTER OF TRANSMITTAL

MOLINA HEALTHCARE, INC.

To Tender for Exchange
All Outstanding 5.375% Senior Notes due 2022 for
5.375% Senior Notes due 2022, Registered Under the
Securities Act of 1933, as Amended
Pursuant to the Prospectus, Dated , 2016

The exchange offer will expire at 5:00 p.m., New York City time, on , 2016, unless extended. Tenders of original notes may be withdrawn at any time prior to 5:00 p.m., New York City time, on the expiration date.

The exchange agent for the exchange offer is:
U.S. Bank National Association

Facsimile Transmission:
(for eligible institutions only):
Fax: (651) 466-7367

For Information and to Confirm by Telephone:
(800) 934-6802

Mail or In Person:
U.S. Bank National Association, as Exchange Agent
111 Fillmore Avenue
St. Paul, MN 55107-1402
Attn: Corporate Actions

Delivery of this letter of transmittal (this "letter") to an address other than as set forth above or transmission of this letter via facsimile to a number other than as set forth above will not constitute a valid delivery. Delivery of documents to The Depository Trust Company ("DTC") does not constitute delivery to the exchange agent.

The undersigned acknowledges that he, she or it has received the prospectus, dated , 2016, of Molina Healthcare, Inc., a Delaware corporation ("Molina"), and this letter, which together constitute Molina's offer to exchange ("exchange offer") an aggregate principal amount of up to $700,000,000 of Molina's 5.375% Senior Notes due 2022 ("exchange notes"), which have been registered under the Securities Act of 1933, as amended (the "Securities Act"), for a like principal amount of Molina's issued and outstanding 5.375% Senior Notes due 2022 ("original notes"), from the registered holders thereof.

IF YOU DESIRE TO EXCHANGE YOUR ORIGINAL NOTES FOR AN EQUAL AGGREGATE PRINCIPAL AMOUNT OF EXCHANGE NOTES, YOU MUST VALIDLY TENDER (AND NOT VALIDLY WITHDRAW) YOUR ORIGINAL NOTES TO THE EXCHANGE AGENT PRIOR TO 5:00 P.M., NEW YORK CITY TIME, ON , 2016 (THE "EXPIRATION DATE").

YOU MUST SIGN THIS LETTER WHERE INDICATED BELOW. PLEASE READ THE INSTRUCTION SET FORTH BELOW CAREFULLY BEFORE COMPLETING THIS LETTER.

This letter is to be completed by a holder of original notes if certificates for original notes are to be forwarded with this letter. Tenders of original notes by book-entry transfer by holders of original notes in book-entry form must be made by delivering an agent's message transmitted by DTC, pursuant to the procedures set forth in "The Exchange Offer—Procedures for Tendering" section of the prospectus in lieu of this letter.

The term "agent's message" means a message, transmitted by DTC to, and received by, the exchange agent and forming a part of a book-entry confirmation (as defined below), which states that DTC has received an express acknowledgment from the tendering participant, which acknowledgment states that such participant has received and agreed to be bound by the terms and conditions of the exchange offer, including the representations and warranties contained in this letter, and that Molina may enforce this letter against such participant.

Holders of original notes whose certificates are not immediately available, or who are unable to deliver their certificates or confirmation of the book-entry tender of their original notes into the exchange agent's account at DTC ("book-entry confirmation"), and all other documents required by this letter to the exchange agent at or prior to 5:00 p.m., New York City time, on the expiration date, must tender their original notes according to the guaranteed delivery procedures set forth in the section of the prospectus entitled "The Exchange Offer—Guaranteed Delivery Procedures." See Instruction 1 below.

To properly complete this letter, a holder of original notes must:

(1) complete the table below entitled "Description of Original Notes;"

(2) if appropriate, check and complete the boxes relating to guaranteed delivery, Special Issuance Instructions and Special Delivery Instructions;

(3) sign this letter; and

(4) complete the IRS Form W-9 (or provide an IRS Form W-8).

PLEASE READ THIS ENTIRE LETTER, INCLUDING THE INSTRUCTIONS, AND THE PROSPECTUS, CAREFULLY, BEFORE COMPLETING THIS LETTER OR CHECKING ANY BOX BELOW. The instructions included with this letter must be followed. Questions and requests for assistance or for additional copies of the prospectus and this letter, the notice of guaranteed delivery and related documents may be directed to the Exchange Agent at the address and telephone number set forth on the cover page of this letter. See Instruction 11 below.

The undersigned has completed the appropriate boxes below and signed this letter to indicate the action the undersigned desires to take with respect to the exchange offer. List below the original notes to which this letter relates. If the space provided below is inadequate, the certificate numbers and principal amount of original notes should be listed on a separate signed schedule affixed hereto.

DESCRIPTION OF ORIGINAL NOTES			
Name and Address of Registered Holder	**(1) Certificate Number(s)***	**(2) Aggregate Principal Amount of Original Notes**	**(3) Aggregate Principal Amount of Original Notes Tendered****
	Total:		

* Need not be completed if original notes are being tendered by book-entry transfer.

** Unless otherwise indicated in this column, a holder will be deemed to have tendered ALL of the original notes indicated in column 2. See Instruction 2. Original notes tendered hereby must be in minimum denominations of $2,000 principal amount or integral multiples of $1,000 in excess of $2,000. See Instruction 1 below.

☐ **Check here if certificates representing tendered original notes are enclosed herewith.**

☐ **Check here if tendered original notes are being delivered by book-entry transfer made to the account maintained by the exchange agent with DTC and complete the following:**

Name of Tendering Institution:_____

Account Number with DTC:_____

Transaction Code Number:_____

By crediting the original notes to the exchange agent's account at DTC's Automated Tender Offer Program ("ATOP"), and by complying with applicable ATOP procedures with respect to the exchange offer, including transmitting to the exchange agent a computer-generated agent's message in which the holder of the original notes acknowledges and agrees to be bound by the terms of, and makes the representations and warranties contained in, this letter, the participant in DTC confirms on behalf of itself and the beneficial owners of such original notes all provisions of this letter (including all representations and warranties) are applicable to it and such beneficial owner as fully as if it had completed the information required herein and executed and transmitted this letter to the exchange agent.

Please note: There is no requirement to deliver a completed letter of transmittal to the exchange agent in the exchange offer if a holder is tendering original notes held in book-entry form in the exchange offer in compliance with applicable ATOP procedures and an agent's message is properly delivered.

☐ **Check here and enclose a photocopy of the notice of guaranteed delivery if tendered original notes are being delivered pursuant to a notice of guaranteed delivery previously sent to the exchange agent and complete the following:**

Name(s) of Registered Holder(s):_____

Window Ticket Number (if any):_____

Date of Execution of Notice of Guaranteed Delivery:_____

Name of Institution Which Guaranteed Delivery:_____

If delivered by book-entry transfer, complete the following:

Account Number at DTC:_____

Transaction Code Number:_____

☐ **Check here if you are a broker-dealer and wish to receive 10 additional copies of the prospectus and 10 copies of any amendments or supplements thereto.**

Name:_____

Address:_____

The undersigned represents that it is not engaged in, and does not intend to engage in, a distribution of exchange notes. In addition, if the undersigned is a broker-dealer that will receive exchange notes for its own account in exchange for original notes that were acquired as a result of market-making activities or other trading activities, it acknowledges that such original notes were acquired by such broker-dealer as a result of market-making or other trading activities and that it must comply with the registration and prospectus delivery requirements of the Securities Act in connection with any resale transaction, including the delivery of a prospectus that contains information with respect to any selling holder required by the Securities Act in connection with any resale of the exchange notes. However, by acknowledging and delivering a prospectus, the undersigned will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act. If the undersigned is a broker-dealer that will receive exchange notes, it represents that the original notes to be exchanged for the exchange notes were acquired as a result of market-making activities or other trading activities.

NOTE: SIGNATURES MUST BE PROVIDED BELOW.

PLEASE READ THE ACCOMPANYING INSTRUCTIONS CAREFULLY.

Ladies and Gentlemen:

Subject to the terms and conditions of the exchange offer, the undersigned hereby tenders to Molina the aggregate principal amount of original notes indicated above. Subject to, and effective upon, the acceptance for exchange of the original notes tendered hereby, the undersigned hereby sells, assigns and transfers to, or upon the order of, Molina all right, title and interest in and to such original notes as are being tendered hereby.

The undersigned hereby irrevocably constitutes and appoints the exchange agent as the undersigned's true and lawful agent and attorney-infact with respect to such tendered original notes, with full power of substitution, among other things, to cause the original notes to be assigned, transferred and exchanged.

The undersigned hereby represents and warrants that the undersigned has full power and authority to tender, sell, assign and transfer the original notes, and to acquire exchange notes issuable upon the exchange of such tendered original notes, and that, when the same are accepted for exchange, Molina will acquire good and unencumbered title thereto, free and clear of all liens, restrictions, charges and encumbrances and not subject to any adverse claim when the same are accepted by Molina.

The undersigned hereby further represents that:

(1) any exchange notes acquired in exchange for original notes tendered are being acquired in the ordinary course of business of the undersigned;

(2) neither the undersigned nor any beneficial owner has an arrangement or understanding with any person to participate in the "distribution" (within the meaning of the Securities Act) of the exchange notes in violation of the provisions of the Securities Act;

(3) neither the undersigned nor any beneficial owner is an "affiliate" (as defined in Rule 405 of the Securities Act) of Molina or, if the undersigned or any beneficial owner is an affiliate of Molina, the undersigned or beneficial owner, as applicable, will comply with the registration and prospectus delivery requirements of the Securities Act to the extent applicable and will provide information to be included in a Shelf Registration Statement (as defined under the section of the prospectus entitled "Exchange Offer and Registration Rights Agreement") in order to have their notes included in a Shelf Registration Statement and benefit from the provisions regarding additional interest;

(4) neither the undersigned nor any beneficial owner is engaging in or intends to engage in a distribution of the exchange notes; and

(5) if the undersigned is a participating broker-dealer, such holder has acquired the original notes as a result of market-making activities or other trading activities and that it will comply with the applicable provisions of the Securities Act (including, but not limited to, the prospectus delivery requirements thereunder) in connection with any resale of the exchange notes.

The undersigned acknowledges that this exchange offer is being made in reliance on interpretations by the Staff of the Securities and Exchange Commission (the "Commission") as set forth in noaction letters issued to third parties, that the exchange notes issued pursuant to the exchange offer in exchange for the original notes may be offered for resale, resold and otherwise transferred by holders thereof (other than any such holder that is an "affiliate" of Molina within the meaning of Rule 405 of the Securities Act), without compliance with the registration and prospectus delivery provisions of the Securities Act; *provided*, that such exchange notes are acquired in the ordinary course of such holders' business and such holders have no arrangement with any person to participate in the distribution of such exchange notes. However, the Commission has not considered the exchange offer in the context of a no-action letter and there can be no assurance that the Staff of the Commission would make a similar determination with respect to the exchange offer as in other circumstances. The undersigned represents that it is not engaged in, and does not intend to engage in, a distribution of exchange notes and has no arrangement or understanding to participate in a distribution of exchange notes. If any holder is an affiliate of Molina, is a broker-dealer who acquired original notes in the initial private placement and not as a result of market-making activities or other trading activities or is engaged in or intends to engage in or has any arrangement or understanding with respect to the distribution of the exchange notes to be acquired pursuant to the exchange offer, such holder: (i) may not participate in the exchange offer; (ii) cannot rely on the applicable interpretations of the Staff of the Commission; and (iii) must comply with the registration and prospectus delivery requirements of the Securities Act in connection with any resale transaction.

If the undersigned is a broker-dealer that will receive exchange notes for its own account in exchange for original notes, it represents that the original notes to be exchanged for the exchange notes were acquired by it as a result of market-making activities or other trading activities and acknowledges that it will deliver a prospectus meeting the requirements of the Securities Act in connection with any resale of such exchange notes.

However, by acknowledging and delivering a prospectus, the undersigned will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act.

The undersigned acknowledges that Molina's acceptance of original notes validly tendered for exchange pursuant to any one of the procedures described in the section of the prospectus entitled "The Exchange Offer" and in the instructions hereto will constitute a binding agreement between the undersigned and Molina upon the terms and subject to the conditions of the exchange offer.

The undersigned will, upon request, execute and deliver any additional documents deemed by Molina to be necessary or desirable to complete the sale, assignment and transfer of the original notes tendered hereby. All authority conferred or agreed to be conferred in this letter and every obligation of the undersigned hereunder shall be binding upon the successors, assigns, heirs, executors, administrators, trustees in bankruptcy and legal representatives of the undersigned and shall not be affected by, and shall survive, the death, incapacity or dissolution of the undersigned. This tender may be withdrawn only in accordance with the procedures set forth in the section of the prospectus entitled "The Exchange Offer—Withdrawal of Tenders."

Unless otherwise indicated herein in the box entitled "Special Issuance Instructions" below, please issue the exchange notes (and, if applicable, substitute certificates representing original notes for any original notes not exchanged) in the name of the undersigned. Similarly, unless otherwise indicated under the box entitled "Special Delivery Instructions" below, please send the exchange notes (and, if applicable, substitute certificates representing original notes for any original notes not exchanged) to the undersigned at the address shown above in the box entitled "Description of Original Notes."

The undersigned acknowledges that the exchange offer is subject to the more detailed terms set forth in the prospectus and, in case of any conflict between the terms of the prospectus and this letter, the terms of the prospectus shall prevail.

The undersigned, by completing the table entitled "Description of Original Notes" above and signing this letter, will be deemed to have tendered the original notes, as set forth in such table above. Please read this entire letter carefully before completing the table above.

SPECIAL ISSUANCE INSTRUCTIONS
(See Instructions 3 and 4)

To be completed ONLY if original notes are exchanged and/or exchange notes are to be issued in the name of someone other than the person or persons whose signature(s) appear(s) on this letter.

Issue: (please check one or more)
☐ exchange notes
☐ original notes
in the name of:

Name(s): _____
(Please Type or Print)

_____
(Please Type or Print)

Address: _____

_____
(Zip Code)

TIN: _____
(Social Security Number or
Employer Identification Number)

SPECIAL DELIVERY INSTRUCTIONS
(See Instructions 3 and 4)

To be completed ONLY if certificates for original notes not exchanged and/or exchange notes are to be delivered to someone other than the person or persons whose signature(s) appear(s) on this letter or to such person or persons at an address other than that shown in the table entitled "Description of Original Notes" above.

Mail: (please check one or more)
☐ exchange notes
☐ original notes
in the name of:

Name(s): _____
(Please Type or Print)

_____
(Please Type or Print)

Address: _____

_____
(Zip Code)

Important: Unless guaranteed delivery procedures are complied with, this letter (or a manually signed facsimile hereof) or an agent's message in lieu thereof pursuant to DTC's ATOP system (together with the certificates evidencing original notes or a book-entry confirmation, as applicable, and all other required documents) must be received by the exchange agent at or prior to 5:00 p.m., New York City time, on the expiration date.

In order to validly tender original notes for exchange notes, holders of original notes in certificated form that wish to tender their original notes for exchange notes in the exchange offer must complete, execute and deliver this letter.

Except as stated in the prospectus, all authority herein conferred or agreed to be conferred shall survive the death, incapacity or dissolution of the undersigned, and any obligation of the undersigned hereunder shall be binding upon the heirs, personal representatives, successors and assigns of the undersigned. Except as otherwise stated in the prospectus, this tender for exchange of original notes is irrevocable.

PLEASE SIGN HERE
(To be completed by all tendering and consenting holders)
(Complete Attached IRS Form W-9 or Applicable IRS Form W-8)

By completing, executing and delivering this letter, the undersigned hereby tenders the principal amount of the original notes listed above in the table entitled "Description of Original Notes" under the column heading "Aggregate Principal Amount of Original Notes Tendered" or, if nothing is indicated in such column, with respect to the entire aggregate principal amount represented by the original notes described in such table.

X _____

X _____
Signature(s) of Owner

Dated: _____, 2016

Area Code and Telephone Number _____

If a holder is tendering original notes, this letter must be signed by the registered holder(s) as the name(s) appear(s) on the certificate(s) for the original notes or by any person(s) authorized to become the registered holder(s) by endorsements and documents transmitted herewith. If signature is by a trustee, executor, administrator, guardian, officer or other person acting in a fiduciary or representative capacity, please set forth full title. See Instruction 3 below.

Name(s): _____
(Please Type or Print)

Capacity: _____

Address: _____

Tax Identification No: _____

SIGNATURE GUARANTEE
(If required by Instruction 3)

Signature(s) Guaranteed by an Eligible Institution _____
(Authorized Signature)

_____
(Title)

_____
(Name and Firm)

Dated: _____, 2016

INSTRUCTIONS

Forming Part of the Terms and Conditions of the Exchange Offer of Molina Healthcare, Inc.

1. Delivery of this Letter and Original Notes; Guaranteed Delivery Procedures

This letter is to be completed by holders of original notes if certificates for original notes are to be forwarded with this letter. Tender of original notes by book-entry transfer by holders of original notes in book-entry form must be made by delivering an agent's message transmitted by DTC, in lieu of this letter pursuant to the procedures set forth in the section of the prospectus entitled "The Exchange Offer— Procedures for Tendering." The term "agent's message" means a message transmitted by DTC to, and received by, the exchange agent and forming a part of a book-entry confirmation, which states that DTC has received an express acknowledgment from the DTC participant tendering original notes on behalf of the holder of such original notes, which acknowledgment states that such DTC participant has received and agrees to be bound by the terms and conditions of the exchange offer, including the representations and warranties contained in this letter, as set forth in the prospectus and this letter, and that Molina may enforce such agreement against such participant. To effectively tender original notes by book-entry transfer, holders of original notes must request a DTC participant to, on their behalf, electronically transmit their acceptance through DTC's ATOP system. In the case of original notes held:

(1) in book-entry form, by a book-entry confirmation and delivery of an agent's message, or

(2) in certificated form, certificates for all physically tendered original notes as well as a properly completed and duly executed copy of this letter (or manually signed facsimile of this letter),

and in either case any other documents required by this letter, must be received by the exchange agent at the address set forth herein at or prior to 5:00 p.m., New York City time, on the expiration date, or the tendering holder must comply with the guaranteed delivery procedures set forth below. Original notes tendered hereby must be in minimum denominations of $2,000 principal amount and integral multiples of $1,000 in excess of $2,000.

Holders whose certificates for original notes are not immediately available or who cannot deliver their certificates and all other required documents to the exchange agent at or prior to 5:00 p.m., New York City time, on the expiration date, or who cannot complete the procedures for book-entry transfer at or prior to 5:00 p.m., New York City time, on the expiration date, may tender their original notes pursuant to the guaranteed delivery procedures set forth in the section of the prospectus entitled "The Exchange Offer—Guaranteed Delivery Procedures." Pursuant to such procedures,

(1) such tender must be made through an eligible institution;

(2) prior to 5:00 p.m., New York City time, on the expiration date, the exchange agent must receive from such eligible institution a validly completed and duly executed notice of guaranteed delivery, substantially in the form provided by Molina (by facsimile transmission, mail or hand delivery) or an agent's message with respect to guaranteed delivery, setting forth the name and address of the holder of original notes and the amount of original notes tendered, stating that the tender is being made thereby and guaranteeing that within three New York Stock Exchange ("NYSE") trading days after the date of execution of the notice of guaranteed delivery, a book-entry confirmation for original notes held in book-entry form together with an agent's message instead of this letter or the certificates for all physically tendered original notes, in proper form for transfer, together with a properly completed and duly executed letter of transmittal (or facsimile of this letter), as the case may be, with any required signature guarantees and any other documents required by this letter will be deposited by the eligible institution with the exchange agent; and

(3) a book-entry confirmation for original notes held in book-entry form together with an agent's message instead of this letter or the certificates for all physically tendered original notes, in proper form for transfer, together with a properly completed and duly executed letter (or facsimile of this letter), as the case may be, with any required signature guarantees and all other documents required by this letter, are received by the exchange agent within three NYSE trading days after the date of execution of the notice of guaranteed delivery.

The method of delivery of this letter, any required signature guarantees, the original notes and all other required documents, including delivery of original notes through DTC, and transmission of an agent's message through DTC's ATOP system, is at the election and risk of the tendering holders, and the delivery will be deemed made only when actually received or confirmed by the exchange agent. If original notes are sent by mail, it is suggested that the mailing be registered mail, properly insured, with return receipt requested, made sufficiently in advance of the expiration date to permit delivery to the exchange agent prior to 5:00 p.m., New York City time, on the expiration date. See the section of the prospectus entitled "The Exchange Offer."

2. Partial Tenders (Not Applicable to Noteholders who Tender by Book-Entry Transfer)

If less than all of the original notes evidenced by a submitted certificate are to be tendered, the tendering holder(s) should fill in the aggregate principal amount of original notes to be tendered in the box above entitled "Description of Original Notes—Aggregate Principal Amount of Original Notes Tendered." A reissued certificate representing the balance of non-tendered original notes will be sent to such tendering holder,

unless otherwise provided in the appropriate box on this letter, promptly after the expiration date. **All of the original notes delivered to the exchange agent will be deemed to have been tendered unless otherwise indicated.**

3. Signatures on this Letter; Bond Powers and Endorsements; Guarantee of Signatures

If this letter is signed by the registered holder of the original notes tendered hereby, the signature must correspond exactly with the name as written on the face of the certificates without any change whatsoever. If this letter is signed by a participant in DTC whose name is shown as the owner of the original notes tendered hereby, the signature must correspond with the name shown on the security position listing the owner of the original notes.

If any tendered original notes are owned of record by two or more joint owners, all of such owners must sign this letter.

If any tendered original notes are registered in different names on several certificates, it will be necessary to complete, sign and submit as many separate copies of this letter as there are different registrations of certificates.

When this letter is signed by the registered holder or holders of the original notes specified herein and tendered hereby, no endorsements of certificates or separate bond powers are required. If, however, the exchange notes are to be issued, or any un-tendered original notes are to be reissued, to a person other than the registered holder, then endorsements of any certificates transmitted hereby or separate bond powers are required. Signatures on such certificate(s) must be guaranteed by an eligible institution.

If this letter is signed by a person other than the registered holder, the original notes must be endorsed or accompanied by a properly completed bond power, signed by the registered holder as the registered holder's name appears on the original notes.

If this letter is signed by trustees, executors, administrators, guardians, attorneys-in-fact, officers of corporations or others acting in a fiduciary or representative capacity, such persons should so indicate when signing, and, unless waived by Molina, evidence satisfactory to Molina of their authority to so act must be submitted.

Except as provided in the following paragraph, signatures on this letter or a notice of withdrawal must be guaranteed by a member firm of a registered national securities exchange or of the Financial Industry Regulatory Authority (FINRA), a commercial bank or trust company having an office or correspondent in the United States or an "eligible guarantor institution" within the meaning of Rule 17Ad-15 under the Securities Exchange Act of 1934, as amended (each an "eligible institution").

Signatures on this letter or a notice of withdrawal need not be guaranteed by an eligible institution, provided the original notes are tendered: (i) by a registered holder of original notes (which term, for purposes of the exchange offer, includes any participant in the DTC system whose name appears on a security position listing as the holder of such original notes) who has not completed the box entitled "Special Issuance Instructions" or "Special Delivery Instructions" on this letter, or (ii) for the account of an eligible institution.

4. Special Issuance and Delivery Instructions

Tendering holders of original notes should indicate in the applicable box the name and address to which exchange notes issued pursuant to the exchange offer and/or substitute certificates evidencing original notes not exchanged are to be issued or sent, if different from the name or address of the person signing this letter. In the case of issuance in a different name, the employer identification or social security number of the person named must also be indicated. If no such instructions are given, such original notes not exchanged will be returned to the name and address of the person signing this letter.

5. Backup and Nonresident Withholding

A U.S. holder of exchange notes may be subject to backup withholding at a rate of 28% with respect to interest paid on the exchange notes and proceeds from the sale, exchange, redemption or retirement of the exchange notes. In order to avoid backup withholding, a U.S. holder of exchange notes should provide the exchange agent with such holder's correct Taxpayer Identification Number ("TIN") and other certifications on the Internal Revenue Service ("IRS") Form W-9 attached to this letter. If the shares are in more than one name or are not in the name of the actual owner, please consult the instructions to the IRS Form W-9 for additional guidance on which number to report. If the holder does not have a TIN, the holder should write "Applied for" in the space provided for the TIN. If a U.S. holder does not provide a TIN within 60 days of a reportable payment, backup withholding at a rate of 28% may apply to such payment. Backup withholding is not an additional tax. Rather, the tax liability of a person subject to backup withholding may be reduced by the amount of tax withheld. If withholding results in an overpayment of taxes, a refund from the IRS may be obtained, provided the required information is timely provided to the IRS.

Certain holders (including, among others, certain corporations and non-U.S. holders) are exempt from these backup withholding and reporting requirements. However, non-U.S. holders may be subject to non-resident withholding on interest payments unless they provide a U.S.

IRS Form W-8BEN or another appropriate version of IRS Form W-8 and are otherwise eligible for the portfolio interest exemption, as described in the prospectus relating to the original notes, and non-U.S. holders may in any case be subject to nonresident reporting on interest payments.

A non-U.S. holder should submit to the exchange agent the appropriate version of IRS Form W-8, properly completed, including certification of such individual's non-U.S. status, and signed under penalty of perjury. IRS Form W-8BEN is the version of IRS Form W-8 most likely to apply to non-U.S. persons claiming exemption from withholding. Non-U.S. holders should carefully read the instructions to IRS Form W-8BEN and, if applicable, complete the required information, sign and date the IRS Form W-8BEN and return the form to the exchange agent with this completed letter. In certain cases, IRS Form W-8BEN may not be the proper IRS Form W-8 to be completed and returned, depending on the status of the foreign person claiming exemption from backup withholding. IRS Form W-8BEN and other IRS Form W-8s are available from the exchange agent or from the IRS web site at http://www.irs.gov.

If the exchange agent is not provided with a properly completed IRS Form W-9 or the appropriate IRS Form W-8, the holder may be subject to penalties imposed by the IRS. In addition, the depositary may be required to withhold under the backup withholding rules 28% of any reportable payment made to the holder with respect to exchange notes, or to withhold against interest payments under the nonresident withholding rules.

Please consult your accountant or tax advisor for further guidance regarding the completion of IRS Form W-9, IRS Form W-8BEN or another version of IRS Form W-8, to claim exemption from withholding and backup withholding, or contact the exchange agent.

6. Transfer Taxes

Molina will pay all transfer taxes, if any, applicable to the exchange of original notes pursuant to the exchange offer. If, however, exchange notes are to be issued for principal amounts not tendered or accepted for exchange in the name of any person other than the registered holder of the original notes tendered, or if tendered original notes are registered in the name of any person other than the person signing this letter, or if a transfer tax is imposed for any reason other than the exchange of original notes pursuant to the exchange offer, then the amount of any such transfer taxes (whether imposed on the registered holder or any other persons) will be payable by the tendering holder. If satisfactory evidence of payment of such taxes or exemption therefrom is not submitted with this letter, the amount of such transfer taxes will be billed directly to such tendering holder.

Except as provided in this Instruction 6, it will not be necessary for transfer tax stamps to be affixed to the original notes specified in this letter.

7. Waiver of Conditions to the Exchange Offer

Molina reserves the absolute right to waive satisfaction of any or all conditions to the exchange offer enumerated in the prospectus in accordance with the provisions set forth in the prospectus.

8. No Conditional Tenders

No alternative, conditional, irregular or contingent tenders will be accepted. All tendering holders of original notes, by execution of this letter or an agent's message in lieu thereof, shall waive any right to receive notice of the acceptance of their original notes for exchange.

Neither Molina, the exchange agent nor any other person is obligated to give notice of any defect or irregularity with respect to any tender of original notes nor shall any of them incur any liability for failure to give any such notice.

9. Mutilated, Lost, Stolen or Destroyed Original Notes

Any holder whose original notes have been mutilated, lost, stolen or destroyed should contact the exchange agent at the address indicated above for further instructions.

10. Withdrawal Rights

Tenders of original notes may be withdrawn at any time prior to 5:00 p.m., New York City time, on the expiration date.

For a withdrawal of a tender of original notes to be effective, a written notice of withdrawal delivered by hand, overnight courier or by mail, or a manually signed facsimile transmission, or a properly transmitted "Request Message" through DTC's ATOP system, must be received by the exchange agent at or prior to 5:00 p.m., New York City time, on the expiration date. Any such notice of withdrawal must:

(1) specify the name of the person having tendered the original notes to be properly withdrawn, which we refer to as the depositor in this letter;

(2) identify the original notes to be withdrawn, including certificate number or numbers and the principal amount of such original notes;

(3) in the case of original notes tendered by book-entry transfer, specify the number of the account at DTC from which the original notes were tendered and specify the name and number of the account at DTC to be credited with the properly withdrawn original notes and otherwise comply with the procedures of such facility;

(4) contain a statement that such holder is withdrawing its election to have such original notes exchanged for exchange notes;

(5) other than a notice through DTC's ATOP system, be signed by the holder in the same manner as the original signature on this letter by which such original notes were tendered (including any required signature guarantees) or be accompanied by documents of transfer to have the trustee with respect to the original notes register the transfer of such original notes in the name of the person withdrawing the tender; and

(6) specify the name in which such original notes are registered, if different from that of the depositor.

If original notes have been tendered pursuant to the procedure for book-entry transfer set forth in the section of the prospectus entitled "The Exchange Offer—Procedures for Tendering," any notice of withdrawal must comply with the applicable procedures of DTC. All questions as to the validity, form and eligibility and time of receipt of such notice will be determined by Molina, whose determination shall be final and binding on all parties. Any original notes so properly withdrawn will be deemed not to have been validly tendered for exchange for purposes of the exchange offer and no exchange notes will be issued with respect thereto unless the original notes so withdrawn are validly retendered. Any original notes that have been tendered for exchange but which are not exchanged for any reason will be returned to the holder thereof without cost to such holder (or, in the case of original notes tendered by book-entry transfer into the exchange agent's account at DTC pursuant to the book-entry transfer procedures set forth in the section of the prospectus entitled "The Exchange Offer—Procedures for Tendering," such original notes will be credited to an account maintained with DTC for the original notes) as soon as practicable after withdrawal, rejection of tender or termination of the exchange offer. Properly withdrawn original notes may be retendered by following the procedures described above at any time at or prior to 5:00 p.m., New York City time, on the expiration date.

11. Requests for Assistance or Additional Copies

Questions relating to the procedure for tendering, as well as requests for additional copies of the prospectus and this letter, and requests for notices of guaranteed delivery and other related documents may be directed to the exchange agent, at the address and telephone number indicated above.

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

___ - ___ - ____

or

Employer identification number

__ - _____

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here **Signature of U.S. person ▶** **Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor[2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity[4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

NOTICE OF GUARANTEED DELIVERY

MOLINA HEALTHCARE, INC.

To Tender for Exchange
All Outstanding 5.375% Senior Notes due 2022 for
5.375% Senior Notes due 2022, Registered Under the
Securities Act of 1933, as Amended,
Pursuant to the Prospectus, Dated , 2016

The exchange offer will expire at 5:00 p.m., New York City time, on , 2016, unless extended. Tenders of original notes may be withdrawn at any time prior to 5:00 p.m., New York City time, on the expiration date.

The exchange agent for the exchange offer is:
U.S. Bank National Association

Facsimile Transmission:
(for eligible institutions only):
Fax: (651) 466-7367

For information and to Confirm by Telephone:
(800) 934-6802

By Mail or In Person:
U.S. Bank National Association, as Exchange Agent
111 Fillmore Avenue
St. Paul, MN 55107-1402
Attn: Corporate Actions

This notice of guaranteed delivery, or a notice substantially equivalent to this form, must be used to accept Molina's (as defined below) offer to exchange ("exchange offer") an aggregate principal amount of up to $700,000,000 of Molina's 5.375% Senior Notes due 2022 ("exchange notes") which have been registered under the Securities Act of 1933, as amended (the "Securities Act"), for up to a like principal amount of Molina's issued and outstanding 5.375% Senior Notes due 2022 ("original notes"), from the registered holders thereof, if (1) certificates for original notes are not immediately available, (2) original notes, the letter of transmittal and all other required documents cannot be delivered to the exchange agent prior to 5:00 p.m., New York City time, on , 2016 (such date, as it may be extended by Molina, the "expiration date"), or (3) the procedures for delivery by book-entry transfer cannot be completed prior to the expiration date. This notice of guaranteed delivery may be transmitted by facsimile or delivered by mail, hand or overnight courier to the exchange agent prior to the expiration date. See the section of the prospectus entitled "The Exchange Offer—Guaranteed Delivery Procedures."

Transmission of this notice of guaranteed delivery via facsimile to a number other than as set forth above or delivery of this notice of guaranteed delivery to an address other than as set forth above will not constitute a valid delivery.

This notice of guaranteed delivery is not to be used to guarantee signatures. If an "eligible institution" is required to guarantee a signature on a letter of transmittal pursuant to the instructions therein, such signature guarantee must appear in the applicable space provided in the signature box in the letter of transmittal.

PLEASE READ THE ACCOMPANYING INSTRUCTIONS CAREFULLY.

Ladies and Gentlemen:

The undersigned hereby tenders to Molina Healthcare, Inc., a Delaware corporation ("Molina"), upon the terms and subject to the conditions set forth in the prospectus and the letter of transmittal, receipt of which is hereby acknowledged, the aggregate principal amount of original notes set forth below pursuant to the guaranteed delivery procedures set forth in the prospectus under the section entitled "The Exchange Offer—Guaranteed Delivery Procedures." The undersigned hereby authorizes the exchange agent to deliver this notice of guaranteed delivery to Molina with respect to the original notes tendered pursuant to the exchange offer.

The undersigned understands that tenders of the original notes will be accepted only in minimum denominations of $2,000 and integral multiples of $1,000 in excess thereof. The undersigned also understands that tenders of the original notes pursuant to the exchange offer may be withdrawn at any time prior to the expiration date. For a withdrawal of a tender of original notes to be effective, it must be made in accordance with the procedures set forth in the prospectus under the section entitled "The Exchange Offer—Withdrawal Rights."

The undersigned understands that the exchange of original notes for exchange notes will be made only if the exchange agent timely receives (1) the certificates of the tendered original notes in proper form for transfer (or a book-entry confirmation of the transfer of such original notes into the exchange agent's account at The Depository Trust Company ("DTC")), and (2) a letter of transmittal (or a manually signed facsimile thereof) properly completed and duly executed with any required signature guarantees, together with any other documents required by the letter of transmittal (or a properly transmitted agent's message), within three New York Stock Exchange ("NYSE") trading days after the expiration date.

The authority herein conferred or agreed to be conferred by this notice of guaranteed delivery shall not be affected by, and shall survive, the death, incapacity or dissolution of the undersigned, and every obligation of the undersigned under this notice of guaranteed delivery shall be binding upon the heirs, personal representatives, executors, administrators, successors, assigns, trustees in bankruptcy and other legal representatives of the undersigned.

PLEASE SIGN AND COMPLETE.

X_____	Date:_____
X_____ Signature(s) of Registered Holder(s) or Authorized Signatory	Address:_____ _____
Name(s) of Registered Holder(s): _____	Telephone Number:_____
Principal Amount of Original Notes Tendered*: _____	If original notes will be delivered by book-entry transfer, provide the information below: Name of Tendering Institution:_____
Certificate No.(s) of Original Notes (if available): _____	Depository Account No. with DTC:_____ Transaction Code Number:_____
*Must be in minimum denominations of $2,000 and integral multiples of $1,000 in excess thereof.	

DO NOT SEND ORIGINAL NOTES WITH THIS FORM. ORIGINAL NOTES SHOULD BE SENT TO THE EXCHANGE AGENT TOGETHER WITH A PROPERLY COMPLETED AND DULY EXECUTED LETTER OF TRANSMITTAL OR PROPERLY TRANSMITTED AGENT'S MESSAGE.

This notice of guaranteed delivery must be signed by the holder(s) exactly as their name(s) appear(s) on certificate(s) for original notes or on a security position listing as the owner of original notes, or by person(s) authorized to become holder(s) by endorsements and documents transmitted with this notice of guaranteed delivery. If signature is by a trustee, executor, administrator, guardian, attorney-in-fact, officer or other person acting in a fiduciary or representative capacity, such person must provide the following information:

PLEASE PRINT NAME(S) AND ADDRESS(ES).

Name(s):_____

_____

Capacity:_____

Address(es):_____

_____

_____

THE GUARANTEE BELOW MUST BE COMPLETED.

GUARANTEE
(Not to be Used for Signature Guarantee)

The undersigned, a firm or other entity identified in Rule 17Ad-15 under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), as an "Eligible Guarantor Institution," which definition includes: (i) banks (as that term is defined in Section 3(a) of the Federal Deposit Insurance Act); (ii) brokers, dealers, municipal securities dealers, municipal securities brokers, government securities dealers and government securities brokers, as those terms are defined under the Exchange Act; (iii) credit unions (as that term is defined in Section 19(b)(1)(A)(iv) of the Federal Reserve Act); (iv) national securities exchanges, registered securities associations and clearing agencies, as those terms are used under the Exchange Act; and (v) savings associations (as that term is defined in Section 3(b) of the Federal Deposit Insurance Act), hereby guarantees to deliver to the exchange agent, within three NYSE trading days after the date of execution of this notice of guaranteed delivery, the original notes tendered hereby, either (a) by book-entry transfer, to the account of the exchange agent at DTC, pursuant to the procedures for book-entry delivery set forth in the prospectus, together with an agent's message, with any required signature guarantees, and any other required documents, or (b) by delivering certificates representing the original notes tendered hereby, together with the properly completed, dated and duly executed letter of transmittal (or a manually signed facsimile of the letter of transmittal), with any required signature guarantees, and any other required documents.

The undersigned acknowledges that is must deliver the original notes tendered hereby, either (i) in the case of original notes held in book-entry form, by book-entry transfer into the account of the exchange agent at DTC, together with an agent's message, and any required signature guarantees and other required documents, or (ii) in the case of original notes held in certificated form, by delivering to the exchange agent certificates representing the original notes tendered hereby, together with the letter of transmittal (or a manually signed facsimile copy of the letter of transmittal), and any required signature guarantees and other required documents, in either case, within the time period set forth above and that failure to do so could result in a financial loss to the undersigned.

(Please Type or Print.)

Firm Name:_____ Firm Address:_____ _____ Telephone Number:_____ Facsimile Number:_____	X_____ Signature of Authorized Signatory Name of Authorized Signatory: _____ Title:_____ Date:_____

Do not send physical certificates representing original notes with this notice. Such physical certificates should be sent to the exchange agent, together with a properly completed and executed letter of transmittal.

LETTER TO DTC PARTICIPANTS REGARDING EXCHANGE OFFER

MOLINA HEALTHCARE, INC.

Offer to Exchange
All Outstanding 5.375% Senior Notes due 2022 for
5.375% Senior Notes due 2022, Registered Under the
Securities Act of 1933, as Amended,
Pursuant to the Prospectus, Dated , 2016

The exchange offer will expire at 5:00 p.m., New York City time, on , 2016, unless extended. Tenders of original notes may be withdrawn at any time prior to 5:00 p.m., New York City time, on the expiration date.

To Securities Dealers, Commercial Banks,
Trust Companies and Other Nominees:

Enclosed for your consideration is a prospectus dated , 2016 (the "prospectus") and a letter of transmittal (the "letter of transmittal") that together constitute the offer (the "exchange offer") by Molina Healthcare, Inc., a Delaware corporation ("Molina"), to exchange up to $700,000,000 aggregate principal amount of any and all of its outstanding privately placed 5.375% Senior Notes due 2022 issued on November 10, 2015 (the "original notes") for up to an equal aggregate principal amount of its newly issued 5.375% Senior Notes due 2022 (the "exchange notes") which have been registered under the Securities Act of 1933, as amended, upon the terms and conditions set forth in the prospectus and the letter of transmittal. The prospectus and letter of transmittal more fully describe the exchange offer. Capitalized terms used but not otherwise defined herein have the meanings given to such terms in the prospectus.

We are asking you to contact your clients for whom you hold original notes registered in your name or in the name of your nominee. In addition, we ask you to contact your clients who, to your knowledge, hold original notes registered in their own name.

Enclosed are copies of the following documents:

1. the prospectus;

2. the letter of transmittal for your use in connection with the tender of original notes and for the information of your clients;

3. the notice of guaranteed delivery to be used to accept the exchange offer if the original notes and all other required documents cannot be delivered to U.S. Bank National Association (the "exchange agent") prior to the expiration date (as defined below); and

4. a form of letter that may be sent to your clients for whose accounts you hold original notes registered in your name or the name of your nominee, with space provided for obtaining the clients' instructions with regard to the exchange offer.

The Depository Trust Company ("DTC") participants will be able to execute tenders through DTC's Automated Tender Offer Program.

Please note that the exchange offer will expire at 5:00 p.m., New York City time, on , 2016 (the "expiration date"), unless extended by Molina. We urge you to contact your clients as promptly as possible.

Upon request, you will be reimbursed by Molina for customary mailing and handling expenses incurred by you in forwarding any of the enclosed materials to your clients.

Additional copies of the enclosed material may be obtained from the exchange agent, at the address and telephone number set forth below.

Very truly yours,

U.S. Bank National Association
111 Fillmore Avenue
St. Paul, MN 55107-1402
Attn: Corporate Actions
Telephone: (800) 934-6802

Nothing herein or in the enclosed documents shall constitute you or any person as an agent of Molina or the exchange agent, or authorize you or any other person to make any statements on behalf of either of them with respect to the exchange offer, except for statements expressly made in the prospectus and the letter of transmittal.

LETTER TO BENEFICIAL OWNERS REGARDING EXCHANGE OFFER

MOLINA HEALTHCARE, INC.

Offer to Exchange
All Outstanding 5.375% Senior Notes due 2022 for
5.375% Senior Notes due 2022, Registered Under the
Securities Act of 1933, as Amended,
Pursuant to the Prospectus, Dated , 2016

The exchange offer will expire at 5:00 p.m., New York City time, on , 2016, unless extended. Tenders of original notes may be withdrawn at any time prior to 5:00 p.m., New York City time, on the expiration date.

To Our Clients:

Enclosed for your consideration is a prospectus, dated , 2016, and the related letter of transmittal relating to the exchange offer (the "exchange offer") by Molina Healthcare, Inc., a Delaware corporation ("Molina"), to exchange its 5.375% Senior Notes due 2022 (the "exchange notes") which have been registered under the Securities Act of 1933, as amended, for its outstanding 5.375% Senior Notes due 2022 (the "original notes"), upon the terms and subject to the conditions described in the prospectus and the letter of transmittal. The exchange offer is being made in order to satisfy certain obligations of Molina contained in that certain Registration Rights Agreement, dated November 10, 2015, by and among Molina, the guarantors from time to time party thereto and the several initial purchasers referred to therein.

This documentation is being forwarded to you as the beneficial owner of the original notes held by us for your account but not registered in your name. A tender of such original notes may only be made by us as the holder of record and pursuant to your instructions.

Accordingly, we request instructions as to whether you wish us to tender on your behalf the original notes held by us for your account, pursuant to the terms and conditions set forth in the enclosed prospectus and letter of transmittal.

Your instructions should be forwarded to us as promptly as possible in order to permit us to tender the original notes on your behalf in accordance with the provisions of the exchange offer. **The exchange offer will expire at 5:00 p.m., New York City time, on , 2016 (the "expiration date"), unless extended by Molina.** Any original notes tendered pursuant to the exchange offer may be withdrawn at any time before 5:00 p.m., New York City time, on the expiration date.

Your attention is directed to the following:

1. The exchange offer is for any and all original notes.

2. The exchange offer is subject to certain conditions set forth in the prospectus under the section entitled "The Exchange Offer—Conditions to the Completion of the Exchange Offer."

3. Any transfer taxes incident to the transfer of original notes from the holder to Molina will be paid by Molina, except as otherwise provided in the instructions in the letter of transmittal.

4. The exchange offer expires at 5:00 p.m., New York City time, on , 2016, unless extended by Molina.

If you wish to have us tender your original notes, please so instruct us by completing, executing and returning to us the instruction form on the back of this letter. The letter of transmittal is furnished to you for information only and may not be used directly by you to tender original notes.

INSTRUCTIONS

The undersigned acknowledge(s) receipt of your letter and the enclosed materials referred to therein relating to the exchange offer of Molina with respect to the original notes.

The undersigned hereby represents and warrants that the undersigned has full power and authority to tender, sell, assign and transfer all right, title and interest in the original notes and to acquire the exchange notes, issuable upon the exchange of such original notes, and that, when such validly tendered original notes are accepted by Molina for exchange, Molina will acquire good and unencumbered title thereto, free and clear of all liens, restrictions, charges and encumbrances and not subject to any adverse claim.

By completing, executing and delivering these instructions, the undersigned hereby makes the acknowledgments, representations and warranties referred to above and in the letter of transmittal and instructs you to tender the original notes held by you for the account of the undersigned, upon the terms and subject to the conditions set forth in the prospectus and letter of transmittal.

Original Notes Which Are to be Tendered		
Certificate Numbers (if available)	**Principal Amount Held by the Undersigned**	**Original Notes are to be Tendered ("Yes" or "No")***
*Unless otherwise indicated, "yes" will be assumed.		

None of the original notes held by you for the undersigned's account will be tendered unless you receive written instructions from the undersigned to do so. Unless a specific contrary instruction is given in the space provided, the undersigned's signature(s) hereon shall constitute an instruction to you to tender all the original notes held by you for the undersigned's account.

IMPORTANT
PLEASE SIGN HERE
(To be completed by all tendering holders.)

The completion, execution and timely delivery of these instructions will be deemed to constitute an instruction to tender original notes as indicated above.

Signature(s): _____

Name(s) (Please Print): _____

Address: _____

Zip Code: _____

Telephone Number: _____

Tax Identification or Social Security No.: _____

My Account Number with You: _____

Date: _____

(Must be signed by the registered holder(s) of the original notes exactly as its (their) name(s) appear(s) on certificate(s) or on a security position listing, or by the person(s) authorized to become registered holder(s) by endorsement and documents transmitted herewith. If signature is by a trustee, executor, administrator, guardian, attorney-in-fact, officer or other person acting in a fiduciary or representative capacity, such person must set forth his or her full title next to his or her name above. See Instruction 3 to the letter of transmittal.)