

File No. 160148

Committee Item No. 4

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget & Finance Sub-Committee

Date April 6, 2016

Board of Supervisors Meeting

Date _____

Cmte Board

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Completed by: Linda Wong Date April 1, 2016
Completed by: Linda Wong Date _____

1 [Agreement - Accept Vizient, Inc. Common Stock - Authorization to Accept Distribution of
2 Shares]

3 **Resolution approving the acceptance of a distribution of Vizient, Inc. common stock,**
4 **by and through the Department of Public Health, and authorizing the Director of Health**
5 **to enter into an agreement with Vizient to accept the distribution of shares, including**
6 **the 11th Amended Stockholders' Agreement and the Joinder to the Amended and**
7 **Restated Stockholders' Agreement.**

8
9 WHEREAS, The Board of Supervisors authorized the Department of Public Health
10 (Department or DPH) to become a member of the University HealthSystem Consortium
11 (UHC), a member-owned alliance of the nation's leading academic medical centers, and its
12 University HealthSystem Consortium Services Corporation, and to utilize all services
13 provided by these entities, including Novation, a Group Purchasing Organization (GPO), by
14 ordinance on February 7, 1997, (San Francisco Administrative Code, Section 21A.2,
15 redesignated and amended by ordinance in 2015); and

16 WHEREAS, The Department, through and by Zuckerberg San Francisco General
17 Hospital and Trauma Center (ZSFGH) became a full Academic Medical Center Member under
18 a "System Membership" with its long-standing partner the University of California San
19 Francisco (UCSF), and the DPH Clinics and Laguna Honda Hospital and Rehabilitation
20 Center (LHH) each became registered as affiliated sites under ZSFGH's UHC membership in
21 1997; and

22 WHEREAS, In 2002, LHH became an Associate Member of UHC, meaning that LHH's
23 membership remained connected to ZSFGH's UHC membership, but UHC recognized LHH
24 as a stand-alone hospital; and

1 WHEREAS, Effective April 1, 2015, UHC merged with VHA Inc. (VHA), the national
2 health care network of not-for-profit hospitals, to form the largest member-owned health care
3 company in the country, Vizient (initially called "NewCo"); and

4 WHEREAS, As part of the merger, and under the Stock Purchase Agreement by and
5 between UHC and VHA, UHC transferred substantially all of its assets and liabilities to VHA in
6 exchange for VHA issuing shares of VHA common voting stock to UHC, which UHC decided
7 to distribute to its members based on the member's participation and patronage during UHC's
8 last 7 fiscal years (2009 through a shortened 2015) as Vizient shares; and

9 WHEREAS, Based on UHC's stock distribution formula, ZSFGH is eligible to receive
10 an estimated 7,101 Vizient shares and LHH is eligible to receive an estimated 1,339 Vizient
11 shares; and

12 WHEREAS, In order to be eligible to receive the Vizient shares, each member must
13 approve the terms and conditions in the Eleventh Amended Stockholders' Agreement,
14 including Exhibits A-F, and the Joinder to Amended and Restated Stockholders' Agreement,
15 and assent to and agree to be bound by and to comply with the terms and provisions of the
16 Amended and Restated Certificate of Incorporation of Vizient and of the Amended and
17 Restated Bylaws of Vizient, on file with the Clerk of the Board of Supervisors in File No.
18 _____; and

19 WHEREAS, The San Francisco Health Commission Resolution No. _____, (on file
20 with the Clerk of the Board of Supervisors in File No. _____), recommended that the Board
21 of Supervisors approve acceptance of Vizient common stock, distributed by UHC to its
22 members in relation to the merger between UHC and VHA, and to authorize the Director to
23 enter into an agreement with Vizient, Inc., accepting the distribution of the Vizient shares:
24 now, therefore, be it
25

1 RESOLVED, That the Board of Supervisors approves acceptance of UHC's distribution
2 of Vizient shares to the City and County of San Francisco, by and through the Department for
3 ZSFGH and LHH, subject to the Eleventh Amended Stockholders' Agreement, including
4 Exhibits A-F, and the Joinder to Amended and Restated Stockholders' Agreement, on file with
5 the Clerk of the Board of Supervisors in File No. _____; and, be it

6 FURTHER RESOLVED, That the Board of Supervisors authorizes the Director to enter
7 into an agreement with Vizient, Inc., approved as to form by the City Attorney, to accept the
8 distribution of the Vizient shares, including the Eleventh Amended Stockholders' Agreement,
9 including Exhibits A-F, and the Joinder to Amended and Restated Stockholders' Agreement,
10 in substantially similar forms as the agreement and joinder on file with the Clerk of the Board
11 of Supervisors in File No. _____; and, be it

12 FURTHER RESOLVED, That the Office of the Treasurer and Tax Collector of the City
13 and County of San Francisco shall hold the Vizient shares in trust for the Department of Public
14 Health.

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RECOMMENDED:

Callie for

Barbara A. Garcia, MPA
Director of Health



City and County of San Francisco
 Edwin M. Lee
 Mayor

San Francisco Department of Public Health

Barbara A. Garcia, MPA
 Director of Health

February 22, 2016

Angela Calvillo, Clerk of the Board
 Board of Supervisors
 1 Dr. Carlton B. Goodlett Place, Room 244
 San Francisco, CA 94102-4689

Dear Ms. Calvillo:

Attached please find an original and two copies of proposed resolution for Board of Supervisors approval to accept a distribution of Vizient, Inc. common stock by and through the Department of Public Health for Zuckerberg San Francisco General Hospital and Trauma Center (ZSFG) and Laguna Honda Hospital and Rehabilitation Center (LHH).

The distribution of these shares of common stock resulted from ZSFG and LHH's membership in the University HealthSystem Consortium (UHC), a member-owned alliance of the nation's leading academic medical centers that provides discounted services and medical supplies and materials. (The Department of Public Health's authority to be a member of UHC is described in SF Administrative Code Section 21A.2.) UHC merged with VHA, Inc., the national health care network of not-for-profit hospitals, to form Vizient, Inc., a member-owned health care services company. As a result of this merger, UHC members were allocated stock in Vizient, Inc. based on the member's participation and patronage. These shares must be accepted by March 31, 2016.

This resolution also asks for Board approval to allow the Director of Health to enter into an agreement with Vizient, Inc., with City Attorney approval as to form, that describes the terms and conditions for the distribution of the Vizient stock, which will be held in trust for DPH by the Office of the Treasurer and Tax Collector of the City and County of San Francisco.

One copy of each of the following accompanying documents is also attached:

- Bylaws of Vizient, Inc.
- Certificate of Incorporation of Vizient, Inc.
- Joinder to Stockholder's Agreement for ZSFG
- Joinder to Stockholder's Agreement for LHH
- Stockholder's Agreement for ZSFG
- Stockholder's Agreement for LHH

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Please feel free to contact me with any questions or for additional information.

Sincerely,

Colleen M. Chawla
 Deputy Director of Health

AMENDED AND RESTATED BYLAWS

OF

VIZIENT INC.

OFFICES

Section 1. Registered Office. Vizient (the “Corporation”) shall have and continuously maintain in the State of Delaware a registered office (which need not be a place of business of the Corporation) and a registered agent having a business office identical with such registered office.

Section 2. Other Offices. The Corporation may also have offices at such other places, both within and without the State of Delaware, as the Board of Directors of the Corporation (“Board”) may from time to time determine or the business of the Corporation may require.

ARTICLE II

STOCKHOLDERS

Section 1. Common Stock Ownership. The Board may, from time to time, authorize the issuance of shares of Common Stock, par value \$1.00 per share, of the Corporation (“Common Stock”) to such persons and for such consideration as is determined by the Board. The Board may, from time to time, set such requirements for Common Stock ownership as the Board determines are necessary or desirable to accomplish the purposes of the Corporation.

ARTICLE III

MEETINGS OF STOCKHOLDERS

Section 1. Annual Meetings. An annual meeting of the stockholders shall be held for the purposes of electing directors and conducting such other business as may properly come before the meeting. The date, hour and place, either within or without the State of Delaware, of each annual meeting shall be determined by resolution of the Board; provided, that, in the absence of any such determination with respect to the place for any annual meeting, such meeting shall be held at the principal office of the Corporation.

Section 2. Special Meetings. Special meetings of the stockholders may be called by the Chair of the Board, by the Chief Executive Officer and President, by the Board or by the holders of not less than one-fifth of all the outstanding shares of Common Stock. The date, hour and place, whether within or without the State of Delaware, of any special meeting shall be determined by the officer or persons calling such meeting; provided, that, in the absence of any such determination with respect to the place for any special meeting, such meeting shall be held at the principal office of the Corporation.

Section 3. Notice. Written notice of every annual or special meeting of the stockholders, stating the place, date, hour and, in the case of a special meeting, the purpose or purposes of such meeting, shall be given to each stockholder of record entitled to vote at such meeting, unless otherwise required by applicable law, not less than ten (10) nor more than sixty (60) days before the date of the meeting, or in the case of a merger, consolidation, dissolution or sale, lease or exchange of all or substantially all the property and assets not less than twenty (20) nor more than sixty (60) days before the date of the

meeting. All such notices shall be given, either personally or by mail, by or at the direction of the Chair of the Board, the Chief Executive Officer and President, the secretary or the officer or persons calling the meeting, and if mailed, such notice shall be deemed to be given when deposited in the United States mail addressed to the stockholder at such stockholder's address as it appears on the records of the Corporation, with postage thereon prepaid.

Section 4. Stockholder List. The officer having charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days before any meeting of stockholders, a complete list of the stockholders entitled to vote at such meeting, arranged in alphabetical order, with the address of and 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 (10) days prior to the meeting, either (i) on a reasonably accessible electronic network, *provided that* the information required to gain access to such list is provided with the notice of such meeting, or (ii) during ordinary business hours at the principal place of business of the Corporation. Such list shall also be produced and kept open at the time and place of the meeting and shall be subject to inspection by any stockholder, during the whole time of the meeting, and may be inspected by any stockholder present. The stock ledger shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by this Section 4 or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 5. Inspectors. At any meeting of the stockholders, the chair of the meeting may, or upon the request of any stockholder shall, appoint one or more persons as inspectors for such meeting. Such inspectors shall ascertain and report the number of holders of Common Stock represented at the meeting, based upon their determination of the validity and effect of proxies; count all votes and report the results; and do such other acts as are proper to conduct the election and voting with impartiality and fairness to all the stockholders. Each report of an inspector shall be in writing and signed by him or her or by a majority of them if there be more than one inspector acting at such meeting. If there is more than one inspector, the report of a majority shall be the report of the inspectors. The report of the inspector or inspectors on the number of holders of Common Stock represented at the meeting and the results of the voting shall be prima facie evidence thereof.

Section 6. Quorum. The holders of a majority of the outstanding shares entitled to vote on a matter, present in person or represented by proxy, shall constitute a quorum for consideration of such matter at any meeting of the stockholders except as otherwise provided by applicable statute or by the Amended and Restated Certificate of Incorporation. If a quorum is not present, the stockholders present in person or represented by proxy at the meeting, and entitled to vote thereat, shall have the power by the affirmative vote of a majority of such shares, to adjourn the meeting to another time and/or place. Unless the adjournment is for more than thirty (30) days or unless a new record date is fixed for the adjourned meeting after the adjournment, no notice of the adjourned meeting need be given to any stockholder provided that the date, time and place of the adjourned meeting were announced at the meeting at which the adjournment was taken. At the adjourned meeting the Corporation may transact any business which might have been transacted at the original meeting.

Section 7. Vote Required. Subject to the provisions of Section 11 of this Article III, when a quorum is present at any meeting, the vote of the holders of a majority of the outstanding shares of Common Stock entitled to vote on a matter (and, in any case in which any class of shares is entitled by applicable statute to vote as a class on a matter, the vote of the holders of a majority of the outstanding shares of such class), present in person or represented by proxy, shall be the act of the stockholders, unless by express provision of any applicable statute or of the Amended and Restated Certificate of Incorporation a different vote is required, in which case such express provision shall govern and control such vote.

Section 8. Proxies. Each stockholder entitled to vote at a meeting of stockholders or to express consent or dissent to corporate action in writing without a meeting may authorize another person or persons to act for such stockholder by proxy. No proxy shall be voted or acted upon after three (3) years from the date thereof unless the proxy provides for a longer period. Every proxy shall continue in full force and effect until revoked by the person executing it prior to the vote or action pursuant thereto, except as provided in this Section 8. Such revocation may be effected by a writing delivered to the Chief Executive Officer and President stating that the proxy is revoked or by a subsequent proxy executed by, or by attendance at the meeting and voting in person by, the person executing the proxy. The dates contained on the forms of proxy shall presumptively determine the order of execution, regardless of the postmark dates on the envelopes in which they are mailed. A duly executed proxy shall be irrevocable if it states that it is irrevocable and if, and only so long as, it is coupled with an interest in the stock or in the Corporation generally. The death or incapacity of a stockholder appointing a proxy does not revoke the proxy's authority unless notice of the death or incapacity is received by the officer who maintains the Corporation's stock ledger before the proxy exercises his or her authority under the appointment. Unless the appointment of a proxy contains an express limitation on the proxy's authority, the Corporation may accept the proxy's vote or other action as that of the stockholder making the appointment.

Section 9. Voting of Shares. Subject to the provisions of Section 11 of this Article III, each outstanding share of Common Stock shall be entitled to one vote upon each matter submitted to a vote at a meeting of stockholders.

Section 10. Voting of Shares by Certain Stockholders. Any share of Common Stock registered in the name of another corporation, domestic or foreign, may be voted by any officer, agent, proxy or other legal representative authorized to vote such share under the law of incorporation of such corporation. The Corporation may treat the president or other person holding the position of chief executive officer of such other corporation as authorized to vote such share, together with any other person indicated and any other holder of an office indicated by the corporate stockholder to the Corporation as a person or an office authorized to vote such share.

Section 11. Informal Action. Any action required to be taken at any annual or special meeting of the stockholders of the Corporation, or any other action which may be taken at a meeting of the 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 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. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given in writing to those stockholders who have not consented in writing.

ARTICLE IV

DIRECTORS

Section 1. Number. The number of directors shall be set by resolution of the Board and may be changed from time to time by the Board; provided that the number of directors shall not be less than fifteen (15) nor more than twenty-one (23), including any *ex-officio* members, and the directors shall reside throughout the United States. The Chief Executive Officer and President shall serve as an *ex-officio* voting member of the Board. Immediately following the closing of the transactions contemplated by that certain Stock Purchase Agreement, dated as of January , 2015, between the Corporation and University HealthSystem Consortium, an Illinois not-for-profit corporation (the "Purchase Agreement"), the Board shall consist of twenty (20) directors, including the Chief Executive Officer and President. A

person that is not affiliated with a health care institution that is a stockholder (an “Independent Director”) shall not be qualified for election or appointment to the Board if, following such person’s election or appointment, more than four (4) of the persons serving on the Board would be Independent Directors.

Section 2. Nomination. Except as otherwise provided in these Bylaws, the Nominating Committee, at or prior to any meeting of stockholders of the Corporation at which an election of directors shall be held, shall nominate and recommend persons for election at such meeting as directors. A stockholder holding Common Stock may nominate any person for election as a director at any meeting of stockholders of the Corporation only if such stockholder has delivered to the Chair of the Board written notice thereof (including the name of the nominee) not later than the earlier of (i) five (5) days prior to such meeting of stockholders or (ii) in the case such meeting of stockholders is an annual meeting, sixty (60) days prior to the date in the year of such annual meeting of stockholders which corresponds to the date on which the annual meeting of stockholders of the Corporation (or any of its predecessors) was held in the preceding year.

Section 3. Term of Office. Except as otherwise set forth in these Bylaws or unless a vacancy occurs as provided in Section 5 of this Article IV, directors shall be elected for an initial term of three (3) years and may be elected for up to two (2) consecutive terms of three (3) years each and, in the sole discretion of the Board and in circumstances it deems appropriate, the Board may nominate a director to serve additional one (1) year terms for three (3) consecutive years such that a director may serve for a maximum total term of nine (9) consecutive years. Notwithstanding anything in these Bylaws to the contrary, the directors serving on the Board immediately following the closing of the transactions contemplated by the Purchase Agreement shall serve for the terms set forth in that certain Amended and Restated Stockholders Agreement of the Corporation, dated as of _____, 2015, as amended from time to time (the “Stockholders Agreement”); provided, however, that the Board, in its discretion and in circumstances the Board deems appropriate, may nominate one or more of such directors to serve additional one (1) year terms for up to three (3) consecutive years. A director elected at the annual meeting of stockholders shall hold office commencing upon his election at such annual meeting and until such director’s successor has been elected, or until such director’s earlier death, resignation or removal.

Section 4. Resignation. Any director may resign at any time by giving written notice to the Board, to the chair of the Board, to the Chief Executive Officer and President or to the Secretary of the Corporation. A resignation shall be effective when the notice is given unless the notice specifies a future date, in which case such future date shall be the effective date of resignation, and such resignation shall serve as a resignation from any committee of the Board on which such individual serves. The pending vacancy may be filled before the effective date, but the successor shall not take office until the effective date. If a director who was elected by reason of being affiliated with a health care institution that is a stockholder is no longer affiliated with such health care institution for a period of three (3) months, then the director shall be considered to have tendered his resignation to the Board, and the Board shall have the power to accept or reject such resignation.

Section 5. Vacancies. Any vacancy occurring in the Board and any newly created directorship resulting from an increase in the number of directors shall be filled by the Board. Any director so elected to fill a vacancy or newly created directorship shall hold office until the annual meeting at which such directorship would expire under Section 3 of this Article IV, and until his successor is elected and qualified or until his earlier death, resignation or removal.

Section 6. Quorum. At all meetings of the Board, a majority of the occupied seats on the Board, but not less than one third of the number of directors fixed pursuant to Section 1 of this Article IV, shall constitute a quorum for the transaction of business. The vote of a majority of directors present at a

meeting at which a quorum is present shall be the act of the Board. If a quorum shall not be present at any meeting of the Board, 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 7. Annual Meetings. The second meeting of the Board each year, which usually occurs in June, shall constitute the annual meeting of the Board. 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, or as shall be specified in a written waiver signed by all of the directors.

Section 8. Regular and Special Meetings and Notice. Regular meetings, other than the annual meeting of the Board, may be held without notice at such time and at such place, within or without the State of Delaware, as shall from time to time be determined by the Board. Special meetings of the Board may be called by the Chair of the Board, by the Chief Executive Officer and President or by the Secretary on at least twenty-four (24) hours' notice thereof to each director, either personally, by telephone, by mail or by electronic transmission (including electronic mail, with reply request); in like manner and on like notice, the Chair of the Board must call a special meeting on the written request of three (3) directors. Neither the business to be transacted at nor the purpose of any regular or special meeting of the Board need be specified in the notice of such meeting. In the event a reply is not given in response to a notice of a special meeting by electronic mail, the Board shall give a second notice of the special meeting to such director by one of the other means provided in this Section 8 of this Article IV.

Section 9. Telephonic Meetings. Members of the Board or of any committee of the Board may participate in and act at any meeting of such Board or committee by means of a 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 the meeting.

Section 10. Board Committees. The following committees shall be standing committees of the Board ("Board Committees"): the Executive Committee, the Compensation Committee, the Finance and Audit Committee, the Compliance Committee, the Nominating Committee, the Data Vizient Committee, the Innovation Committee, and such other standing or other committees as may be or have been established by the Board from time to time. Each Board Committee shall develop a charter for review and approval by the Board, with such charter to include the number of members on the committee. The Chair of the Board and the Nominating Committee shall appoint the chairs of the committees of the Board subject to the requirements set forth below.

(a) Executive Committee. The Executive Committee shall consist of the following individuals: the Chair of the Board, the chairs of all Board Committees, the chair of the AMC Affinity Vizient board of directors, and the Chief Executive Officer and President. At all times when the Board is not in session, the Executive Committee shall have and exercise the powers of the Board, except that such committee shall have no authority as to the matters set out in Section 10(i).

(b) Compensation Committee. Each director serving on the Compensation Committee shall serve at the pleasure of the Board. The Compensation Committee shall assist the Board in carrying out its responsibilities with respect to executive compensation and qualified and non-qualified benefit plans.

(c) Finance and Audit Committee. Each director serving on the Finance and Audit Committee shall serve at the pleasure of the Board. The Finance and Audit Committee shall provide assistance to the Board in fulfilling its oversight responsibility to stockholders and stakeholders relating to the Corporation's financial responsibilities.

(d) Compliance Committee. Each director serving on the Executive Committee shall serve at the pleasure of the Board. The Compliance Committee shall oversee corporate compliance processes on behalf of the Board.

(e) Nominating Committee. The Chief Executive Officer and President shall be a member of the Nominating Committee. Of the directors serving on the Nominating Committee other than the Chief Executive Officer and President, no less than fifty percent (50%) of such directors shall be concurrently serving as officers of Academic Medical Centers or health systems that include Academic Medical Centers. The initial chair of the Nominating Committee of the Board shall be concurrently serving as the chief executive officer or similar position of an Academic Medical Center that holds, directly or indirectly, Common Stock. So long as the initial chair of the Nominating Committee of the Board satisfies the qualifications set forth in the previous sentence, such initial chair shall serve as chair of the Nominating Committee of the Board for the same period of time as the initial Chair of the Board serves as the Chair of the Board. The Nominating Committee shall be responsible for nominating individuals for election by the stockholders of the Corporation to the Board. Each director serving on the Nominating Committee shall serve at the pleasure of the Board. For purposes of these Bylaws, "Academic Medical Center" shall mean a teaching hospital or health system that: (i) has a documented affiliation agreement with a medical school accredited by the Liaison Committee on Medical Education; and (ii) satisfies one or more of the following criteria: (A) is under common ownership with the medical school, (B) the majority of the department chairs of the medical school either serve as the chiefs of service of the teaching hospital or have the responsibility as department chairs for appointing the chiefs of service of the teaching hospital, or (C) has a reputation for excellence in service, teaching and research as determined in the discretion of the Board, based on the following considerations: clinical support of undergraduate medical education, an employed clinical faculty with a centralized practice plan, ten or more graduate medical education programs, support of clinical research, or designation by the medical dean or university president as the primary clinical site of the medical school.

(f) Data Vizient Committee. Data Vizient Committee shall consist of such individuals as may be determined by management of the Corporation; provided, however, that (i) the Chair of the Data Vizient Committee must at all times be a director and a member of the Executive Committee, (ii) during the first three (3) years following the Closing Date (as such term is defined in the Purchase Agreement), the Chair of the Data Vizient Committee shall at all times be concurrently serving as the chief executive officer or similar position whose primary responsibility is to manage the day to day operations of an Academic Medical Center that holds, directly or indirectly, Common Stock, and (iii) at all times no less than fifty percent (50%) of the individuals serving on the Data Vizient Committee shall concurrently be serving as the chief executive officer or similar position whose primary responsibility is to manage the day to day operations of an Academic Medical Center that holds, directly or indirectly, Common Stock. Each director and individual serving on the Data Vizient Committee shall serve at the pleasure of the Board. The Data Vizient Committee shall have and exercise the powers of the Board with respect to the oversight of the operations of Data Vizient, except that such committee shall have no authority as to the matters set out in Section 10(i).

(g) Innovation Committee. Each director serving on the Innovation Committee shall serve at the pleasure of the Board. The Innovation Committee shall assist the Board in developing processes and strategic plans for innovation and research with respect to the business of the Corporation.

(h) Additional Committees. The Board may designate one or more additional committees, each committee to consist of one or more directors of the Corporation, which to the extent provided in the resolution and within the limitations prescribed by law, shall have and may exercise the powers of the Board 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, except that such committee shall have no authority as to the matters set out in Section 10(i). Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the Board. The Board or any committee thereof may, by resolution adopted by a majority of the Board or committee, as applicable, designate one or more committees or subcommittees consisting of one or more directors and/or persons who are not directors to advise the Board or such committee on matters relating to the management of the Corporation. The Board may, by resolution adopted by a majority of the Board, designate one or more persons that are not directors to attend some or all meetings of the Board or any committee thereof in an advisory capacity.

(i) Procedure; Meetings; Quorum. In the absence or disqualification of a member of a committee, the member or members present at any meeting and not disqualified from voting, whether or not they constitute a quorum, may unanimously appoint another member of the Board to act at the meeting for the absent or disqualified member. Meetings of a particular committee of the Board shall be called by any member of the same, on three days' mailed notice, or one day's telegraphed, telecopied or emailed notice to each of the other members, stating therein the purpose for which such meeting is to be held. Notice of meeting may be waived, in writing, by any member of such committee. All action by a committee of the Board shall be recorded in the committee's minutes and reported from time to time to the Board. The presence of a majority of the members of a committee shall constitute a quorum for the transaction of business at any meeting of a committee. The affirmative vote of a majority of the members of the committee present at a meeting of a committee at which a quorum is present shall be the act of such committee. Any action required or permitted to be taken by a committee may be taken without a meeting if all of the members of the committee consent in writing to the adoption of a resolution authorizing the action, and in such event the resolution and the written consent of all members of the committee thereto shall be filed with the minutes of the proceedings of the committee.

(j) Limitations on Committee Authority. In addition to such other limitations as may be set forth in a charter of a committee, these Bylaws, and the Delaware General Corporation Law, no committee of the Board shall have the power or authority in reference to the following matters: (i) amending the Amended and Restated Certificate of Incorporation (except that a committee may, to the extent authorized in the resolution or resolutions providing for the issuance of shares of stock adopted by the Board as provided in § 151(a) of the Delaware General Corporation Law, fix the designations and any of the preferences or rights of such shares relating to dividends, redemption, dissolution, any distribution of assets of the Corporation or the conversion into, or the exchange of such shares for, shares of any other class or classes or any other series of the same or any other class or classes of stock of the Corporation or fix the number of shares of any series of stock or authorize the increase or decrease of the shares of any series); (ii) adopting an agreement of merger or consolidation under § 251, § 252, § 254, § 255, § 256, § 257, § 258, § 263 or § 264 of the Delaware General Corporation Law; (iii) recommending to the stockholders the sale, lease or exchange of all or substantially all of the Corporation's property and assets; (iv) recommending to the stockholders a dissolution of the Corporation or a revocation of a dissolution; (v) amending bylaws; (vi) declaring a dividend; (vii) authorizing the issuance of stock; (viii) adopting a certificate of ownership and merger

pursuant to § 253 of the Delaware General Corporation Law; or (ix) amending or repealing a resolution of the Board.

Section 11. Terms and Rules. Members of each committee shall serve until their successor is elected or until their earlier deaths, resignations or removal. A member of any committee shall become disqualified to continue to serve in such capacity and shall be deemed to be removed as a member of such committee if and when such person ceases to be the person who is the voting representative of the stockholder of the Corporation with which the person was associated at the time such person was elected to the committee, unless the Board determines otherwise. A majority of the occupied seats on the committee, but not less than one-third of the entire size of the committee membership, shall constitute a quorum and a majority of a quorum shall be necessary for committee action. Each committee shall determine how it shall conduct its business, to include the time and place of meetings and the notice required therefor.

Section 12. Informal Action. Any action required or permitted to be taken at any meeting of the Board 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, and the writing or writings are filed with the minutes of proceedings of the Board or committee, as the case may be.

Section 13. Compensation. The Board shall have authority to fix the compensation of the Independent Directors, and the stockholders shall have the authority to fix the compensation of the other directors. Without limiting the generality of the foregoing, directors may be reimbursed for expenses of attending meetings of the Board and may be paid a fixed sum for attending each meeting or a stated salary as directors, and members of committees of the Board may be allowed like compensation for attending committee meetings. Such compensation shall not preclude any director from serving the Corporation in any other capacity and receiving compensation therefor.

ARTICLE V

OFFICERS

Section 1. Number. The officers of the Corporation shall consist of a Chair of the Board, a Vice Chair of the Board, a Chief Executive Officer and President, one or more Vice Presidents, a Secretary, a Treasurer and such other officers (including, without limitation, assistant officers) as may be deemed necessary by the Board or the Chief Executive Officer (in consultation with the Board) from time to time. Any number of offices may be held by the same person. Notwithstanding the foregoing, any offices, except the offices of Chair of the Board, Vice Chair of the Board, Chief Executive Officer and President, Secretary, and Treasurer, may remain unfilled. All officers elected by the Board shall each have such powers and duties as generally pertain to their respective offices, subject to the specific provisions of this Article V and any applicable resolution of the Board. Such officers shall also have such powers and duties as from time to time may be conferred by the Board. All officers appointed by the Chief Executive Officer and President shall have such powers and duties as generally pertain to their respective offices, subject to the specific provisions of this Article V and as may be prescribed by the Chief Executive Officer and President from time to time.

Section 2. Election and Term of Office. The Chair of the Board shall be nominated by the Executive Committee and elected annually by the Board from among the directors and shall hold office for a term of one (1) year until his or her successor is elected and qualified or until his or her earlier death, resignation or removal; provided, however, that in the sole discretion of the Board, the Chair of the Board may be elected for up to three (3) consecutive one (1) year terms. The Vice Chair of the Board, Chief Executive Officer and President, Secretary, and Treasurer shall be elected by the Board and

shall hold office until their respective successors are elected and qualified or until their earlier death, resignation or removal. Any Vice President or other officer shall be appointed by the Chief Executive Officer (in consultation with the Board) and shall hold office until their respective successors are elected and qualified or until their earlier death, resignation or removal. Any vacancy occurring in any office of the Corporation may be filled by the Chief Executive Officer and President (in consultation with the Board); provided, however, that any vacancy occurring in the offices of Chair of the Board, Vice Chair of the Board, Chief Executive Officer and President, Secretary or Treasurer shall be filled by election by the Board.

Section 3. Compensation. Compensation of all officers shall be fixed by the Chief Executive Officer and President, except that the compensation of the Chair of the Board, Vice Chair of the Board, Chief Executive Officer and President, Secretary and Treasurer shall be fixed by the Board or by the Executive Committee, in each case by a majority vote of the disinterested directors (even though the disinterested directors be less than a quorum), and no officer shall be prevented from receiving such compensation by virtue of the fact that he is or was a director of the Corporation at the time such compensation is or was authorized.

Section 4. Chair of the Board. The Chair of the Board shall preside at all meetings of the Board and of the stockholders. He or she shall perform all duties incident to the office of Chair of the Board and shall also perform such other duties and have such other powers as may be prescribed from time to time by the Board. In the absence or disability of the Chair of the Board, the Board shall have the power to elect an acting chair to serve until the absence or disability is cured or until a new chair is elected by the directors. After completing a term as Chair of the Board, the director serving as Chair of the Board may be designated as the "former chair" or "chair emeritus" by the directors for any or all of the remaining portion of such director's term, and in such role shall have such duties and powers as may be prescribed from time to time by the Board.

Section 5. Vice Chair of the Board. The Vice Chair of the Board shall preside at all meetings of the Board and of the stockholders in the absence or disability of the Chair of the Board. He or she shall perform all duties incident to the office of Vice Chair of the Board, including the duties of the Chair of the Board in the absence or disability of the Chair of the Board, and shall also perform such other duties and have such other powers as may be prescribed from time to time by the Board. In the absence or disability of the Vice Chair of the Board, the Board shall have the power to elect an acting Vice Chair to serve until the absence or disability is cured or until a new Vice Chair is elected by the Board. After completing a term as Vice Chair of the Board, the director serving as Vice Chair of the Board may be designated as the "former vice chair" or "vice chair emeritus" by the directors for any or all of the remaining portion of such director's term, and in such role shall have such duties and powers as may be prescribed from time to time by the Board.¹

Section 6. Chief Executive Officer and President. The Chief Executive Officer and President shall be responsible for the management of the operations of the Corporation and shall see that all orders and resolutions of the Board and of the Executive Committee are carried into effect. He shall have power to execute bonds, mortgages and other contracts and documents, whether or not under the seal of the Corporation, except where the execution thereof shall be expressly delegated by the Board to some other officer or agent of the Corporation. He shall have all powers incident to the office of Chief Executive Officer and to the office of President, including, without limitation, designating the management structure of the Corporation and (to the extent not inconsistent with these Bylaws) assigning the duties and responsibilities of its various officers, including one or more Vice Presidents.

¹ The initial Vice Chair to be from an Academic Medical Center for 3 years following the closing.

He shall also perform such other duties and have such other powers as may be prescribed from time to time by the Board.

Section 7. Secretary and Assistant Secretaries. The Secretary shall have the authority to certify the bylaws, resolutions of the stockholders and the Board and committees of the Board and other documents of the Corporation as true and correct copies thereof. The Secretary shall attend all meetings of the Board and all meetings of the stockholders and shall record all proceedings of such meetings and of meetings of the committees of the Board in a book to be kept for that purpose. He shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board, and shall perform such other duties and have such other powers as may be prescribed from time to time by the Board or committees of the Board. He shall have custody of the corporate seal of the Corporation and shall have authority to affix the same to any instrument requiring it and when so affixed it may be attested by his signature. The Board or any committee of the Board may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing thereof by his signature. The assistant secretary, or if there shall be more than one, the Assistant Secretaries, in the order determined by the Board (or, in the absence of such a determination, in the order of seniority in office), shall, in the absence or disability of the Secretary, perform the duties and exercise the powers of the Secretary. The Assistant Secretary, or if there be more than one, the Assistant Secretaries, also shall perform such other duties and have such other powers as the Board may from time to time prescribe.

Section 8. Treasurer and Assistant Treasurers. 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. He 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 Chair of the Board and the Board, at regular meetings, or when the Board so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board, he shall give the Corporation a bond (which shall be renewed every six (6) years) in such sum and with such surety or sureties as shall be satisfactory to the Board 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. He shall also perform such other duties and have such other powers as may be prescribed from time to time by the Board. The Assistant Treasurer, or if there shall be more than one, the Assistant Treasurers, in the order determined by the Board (or, in the absence of such a determination, in the order of seniority in office), shall, in the absence or disability of the treasurer, perform the duties and exercise the powers of the treasurer. The assistant treasurer, or if there shall be more than one, the assistant treasurers, also shall perform such other duties and have such other powers as the Board may from time to time prescribe.

Section 9. Removal of Officers. Any officer or all of the officers of the Corporation may be removed by the Board 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 in itself create contract rights. Without limiting the generality of the foregoing, any person serving as the Chair of the Board shall become disqualified to continue to serve in such capacity and shall be deemed to be removed from such office without any action of the Board if and when such person ceases to be a director of the Corporation.

Section 10. Resignation. Any officer may resign at any time by giving written notice to the Board, to the Chair of the Board, to the Chief Executive Officer and President or to the Secretary of the

Corporation. A resignation shall be effective when the notice is given unless the notice specifies a future date, in which case such future date shall be the effective date of resignation. The pending vacancy may be filled before the effective date, but the successor shall not take office until the effective date.

ARTICLE VI

CERTIFICATES OF STOCK

Section 1. Form. The shares of the Corporation may be issued with or without certificates as determined by the Board in accordance with the Delaware General Corporation Law. Stock certificates shall be signed by the Chair of the Board or the President or a Vice President and by the Treasurer or an Assistant Treasurer or the Secretary or an Assistant Secretary and may be sealed with the seal or a facsimile of the seal of the Corporation. In case the seal of the Corporation is changed after the certificate is sealed with the seal or a facsimile of the seal of the Corporation, but before it is issued, the certificate may be issued by the Corporation with the same effect as if the seal had not been changed. Any or all of the signatures on the certificate may be facsimiles. In case any officer of the Corporation, any transfer agent or registrar or any officer or employee of any transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate ceases to be an officer of the Corporation, a transfer agent or registrar or an officer or employee of a transfer agent or registrar before such certificate is issued, the certificate may be issued by the Corporation with the same effect as if the officer of the Corporation, or the transfer agent or registrar or the officer or employee of the transfer agent or registrar, had not ceased to be such at the date of its issue.

Section 2. Lost Certificate. The Chair of the Board, the Chief Executive Officer and President, or the Secretary may direct a new certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the Corporation or by any corporation of which it is the lawful successor alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate or certificates of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate or certificates, the Chair of the Board, the Chief Executive Officer and President, or the Secretary in his discretion and as a condition precedent to the issuance thereof, may require the owner of such lost, stolen or destroyed certificate or certificates, or such person's legal representative, 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 on account of the alleged loss, theft or destruction of any such certificate or certificates or the issuance of such new certificate or certificates.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Fixing a Record Date. 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 (including, without limitation, "Regular Dividends" as defined in the Amended and Restated Certificate of Incorporation) 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 may fix, in advance, a record date, which shall not be more than sixty (60) nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action. If no record date is fixed, (i) the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held; (ii) the record date for determining stockholders entitled to express consent to

corporate action in writing without a meeting, when no prior action by the Board is necessary, shall be the day on which the first written consent is expressed; and (iii) the record date for determining stockholders for any other purpose shall be at the close of business on the day on which the Board adopts the resolution relating thereto. 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 may fix a new record date for the adjourned meeting.

Section 2. Registered Stockholders. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of any share to receive any Regular 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 any share; and shall not be bound to recognize any equitable or other claim to or interest in such share on the part of any other person, whether or not it shall have express or other notice thereof.

Section 3. Checks. 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 may from time to time designate.

Section 4. Fiscal Year. The fiscal year of the Corporation shall be the calendar year.

Section 5. Seal. The corporate seal shall have inscribed thereon the name of the Corporation and the words "Corporate Seal, Delaware." The seal may be used by causing it or a facsimile thereof to be impressed or affixed or otherwise reproduced.

Section 6. Gender and Number. Except when otherwise specifically indicated by the context, words in the masculine gender shall also include the feminine gender, and the plural shall include the singular and the singular shall include the plural.

Section 7. Securities Owned by Corporation. Each voting security or voting membership in any other corporation, partnership or other organization held by the Corporation shall be voted by the Chair of the Board, the Chief Executive Officer and President, or any Vice President, unless the Board confers authority to vote with respect thereto, which may be general or confined to specific instances, upon some other person or officer. Any person authorized to vote any security or membership shall have the power to appoint proxies, with general power of substitution.

Section 8. Waiver of Notice. Whenever notice is required to be given by law or under the provisions of the Amended and Restated Certificate of Incorporation or these Bylaws, a written waiver, signed by the person entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the purpose of objecting at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened.

Section 9. Forum. Unless the Corporation consents in writing to the selection of an alternative forum, the Delaware Court of Chancery shall, to the fullest extent permitted by law, be the sole and exclusive forum for: (i) any derivative action or proceeding brought on behalf of the Corporation; (ii) any action asserting a claim for breach of a fiduciary duty owed by any director, officer, employee or agent of the Corporation to the Corporation or the Corporation's stockholders; (iii) any action asserting a claim arising pursuant to any provision of the Delaware General Corporation Law, the Amended and Restated Certificate of Incorporation or these Bylaws; or (iv) any action asserting a claim governed by the internal affairs doctrine, in each case subject to the Delaware Court of Chancery having personal jurisdiction over the indispensable parties named as defendants therein.

ARTICLE VIII

ACTIONS REQUIRING SPECIAL BOARD APPROVAL

Section 1. Actions Requiring Special Board Approval. Notwithstanding anything in these Bylaws or the Stockholders Agreement to the contrary, the following actions shall require the affirmative vote of sixty-five percent (65%) of all of the members of the Board:

- (a) Sale of all or substantially all of the assets of the Corporation;
- (b) Merger, reorganization, dissolution, or bankruptcy of the Corporation;
- (c) The dissolution, reorganization, merger, sale of substantially all of the assets, sale of any equity interests, or substantial change to the purpose of Data Vizient;
- (d) The dissolution, reorganization, merger, sale of substantially all of the assets, sale of any equity interests, or substantial change to the purpose of AMC Affinity Vizient; or
- (e) Any amendment to the Stockholders Agreement.

ARTICLE IX

AMENDMENTS

Section 1. Amendments to Bylaws. These Bylaws may be amended or repealed and new Bylaws adopted, by a vote of the stockholders holding seventy-five percent (75%) of the issued and outstanding shares of Common Stock, present and voting, in person or by proxy, at a meeting of the stockholders entitled to vote. The Board may amend or repeal these Bylaws, or adopt new Bylaws, by the affirmative vote of sixty-five percent (65%) of all of the members of the Board. Bylaw provisions adopted, amended or repealed by the Board may be amended or repealed by the stockholders.

Section 2. Amendments to Amended and Restated Certificate of Incorporation. The Amended and Restated Certificate of Incorporation may only be altered, amended, or repealed upon the affirmative vote of sixty-five percent (65%) of all of the members of the Board, and upon the affirmative vote of the stockholders holding a majority of the issued and outstanding shares of Common Stock, present and voting, in person or by proxy, at a meeting of the stockholders entitled to vote.

CERTIFICATE OF SECRETARY

The foregoing is a true and complete copy of the Amended and Restated Bylaws of Vizient, Inc. as amended and restated as of, 2015.

Secretary

AMENDED AND RESTATED CERTIFICATE OF INCORPORATION

OF

VIZIENT INC.

Pursuant to Sections 242 and 245 of the
General Corporation Law of the State of Delaware

Vizient Inc. (the "Corporation"), a corporation organized and existing under the General Corporation Law of the State of Delaware (the "DGCL"), hereby certifies as follows:

1. The original certificate of incorporation of VHA Reincorporation Company was filed with the Secretary of State of the State of Delaware on October 19, 1984.
2. This Amended and Restated Certificate of Incorporation was duly adopted by the Board of Directors of the Corporation in accordance with Section 141(f) and Section 242 of the DGCL, and by the stockholders of the Corporation in accordance with Section 242 of the DGCL.
3. This Amended and Restated Certificate of Incorporation has been duly adopted in accordance with Sections 242 and 245 of the DGCL and amends and restates the original certificate of incorporation of the Corporation, as such has been amended as of the date hereof, to read in its entirety as follows:

ARTICLE ONE

The name of the corporation (referred to herein as the "Corporation") shall be [Vizient].

ARTICLE TWO

The address of the Corporation's registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, New Castle County, Wilmington, Delaware 19801. The name of the Corporation's registered agent at such address is The Corporation Trust Company.

ARTICLE THREE

The nature of the business or purposes to be conducted or promoted by the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware, as amended (the "DGCL").

ARTICLE FOUR

Paragraph 1. The total number of shares of all classes of stock which the corporation shall have authority to issue is 11,000,000 shares, consisting of 1,000,000 shares of Preferred Stock, with no par value per share, and 10,000,000 shares of Common Stock, with a par value of \$1.00 per share (hereinafter referred to as the "Common Stock" or the "1977 Common Stock").

Paragraph 2. Effective as of the effectiveness of this Amended and Restated Certificate of Incorporation pursuant to Section 103 of the DGCL (the "Effective Time"), each share of Common Stock, par value \$1.00 per share, of the Corporation issued immediately prior to the Effective Time (the "Old Common Stock") shall be and hereby is automatically reclassified, changed and converted into a number of shares of Common Stock equal to the quotient of (a) 5,000,000 divided by (b) 97 without any action by

the holder thereof. Such reclassification, change and conversion shall not change the par value of the Common Stock. Effective as of the Effective Time, the certificates outstanding and previously representing shares of Old Common Stock as of the Effective Time, if any, shall, until surrendered and exchanged for new certificates, be deemed, for all purposes, to represent a number of shares of Common Stock equal to the quotient of (a) 5,000,000 divided by (b) 97 for each share of Old Common Stock represented by such certificates prior to the Effective Time.

Paragraph 3. The powers, preferences and rights, and the qualifications, limitations and restrictions, in respect of the shares of Common Stock are as follows:

Regular Dividends

Section 1. The Board of Directors of the Corporation (the “Board”) from time to time may declare dividends upon outstanding shares of Common Stock (a “Common Share”) *pro rata* among the holders of Common Shares (each, a “Common Stockholder”), out of funds legally available therefor. All such dividends (whether in cash, property or securities of the Corporation) shall be referred to herein as “Regular Dividends.”

Preemptive Rights

Section 2. No stockholder shall have any preemptive right to subscribe to any additional issuance or sale of (a) any share of any class of stock, or (b) any right to acquire, or any security convertible into, any share of any class of stock.

Voting Rights

Section 3.

(a) Each outstanding Common Share shall be entitled to one vote upon each matter submitted to a vote at a meeting of stockholders.

(b) When a quorum is present at any meeting of stockholders, the vote of the holders of a majority of the outstanding shares entitled to vote on a matter (and, in any case in which any class of shares is entitled by applicable statute to vote as a class on a matter, the vote of the holders of a majority of the outstanding shares of such class), present in person or represented by proxy, shall be the act of the stockholders, unless the matter is one upon which by express provision of any applicable statute or this Amended and Restated Certificate of Incorporation a different vote is required, in which case such express provision shall govern and control such vote.

Special Redemption

Section 4. If a Stockholder that has received its shares of Common Stock directly or indirectly from University HealthSystem Consortium fails to execute and deliver to the Corporation a joinder to that certain Eleventh Amended and Restated Stockholders’ Agreement, dated as of _____, 2015, as amended, within one (1) year of the consummation of the transactions contemplated by that certain Stock Purchase Agreement, dated as of _____, 2015, between the Corporation and University HealthSystem Consortium, the Corporation shall have the option to redeem such Stockholder’s Common Stock at a redemption price of \$0.01.

Paragraph 4. Preferred Stock. The Board is authorized, subject to the limitations prescribed by law and the provisions of this Amended and Restated Certificate of Incorporation, to provide for the issuance of shares of the Preferred Stock or to provide for the issuance of shares of the Preferred Stock in one or more series, to establish from time to time the number of shares to be included in each such series and to fix the designations, preferences, rights and qualifications, limitations or restrictions of the shares of the Preferred Stock of each such series; provided, however, that no share of Preferred Stock shall be entitled to vote.

Pursuant to the authority conferred by this Paragraph Four, the following series of Preferred Stock have been designated, each such series consisting of such number of shares, with such voting powers and with such designations, preferences and relative, participating, optional or other special rights, and qualifications, limitations or restrictions therefor as are stated and expressed in Exhibits A through C attached hereto and incorporated herein by reference:

- Exhibit A: Recapitalization Preferred Stock
- Exhibit B: Termination Preferred Stock
- Exhibit C: Series B Termination Preferred Stock

ARTICLE FIVE

Intentionally Omitted

ARTICLE SIX

Paragraph 1. A director of the Corporation shall not be personally 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 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. If the DGCL, or any other applicable law, is amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the DGCL, or any other applicable law, as so amended.

Paragraph 2. The Corporation shall indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (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 him or her in connection with such action, suit or proceeding, if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Corporation, and, 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, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

Paragraph 3. The Corporation shall indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he or she is or was a director, officer, 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 him or her in connection with the defense or settlement of such action or suit, if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Corporation, and 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 Delaware 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 as the Delaware Court of Chancery or such other court shall deem proper.

Paragraph 4. To the extent that a present or former director, officer, employee or agent of the Corporation or other person specified in Paragraphs 2 and 3 of this Article Six has been successful, on the merits or otherwise, in the defense of any action, suit or proceeding referred to in Paragraphs 2 and 3 of this Article Six, or in defense of any claim, issue or matter therein, he or she shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection therewith.

Paragraph 5. Any indemnification under Paragraphs 2 and 3 of this Article Six (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 present or former director, officer, employee or agent or other person specified in Paragraphs 2 and 3 of this Article Six is proper in the circumstances because he or she has met the applicable standard of conduct set forth in Paragraphs 2 or 3 of this Article Six. Such determination shall be made (a) by a majority vote of the directors who are not parties to such action, suit or proceeding, even though less than a quorum, (b) by a committee of such directors designated by a majority vote of such directors, even though less than a quorum, (c) if there are no such directors, or if such directors so direct, by independent legal counsel in a written opinion, or (d) by the Common Stockholders.

Paragraph 6. Expenses (including attorney's fees) incurred by a director, officer, employee or agent or other person specified in Paragraphs 2 and 3 of this Article Six in defending any civil, criminal, administrative or investigative 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 director, officer, employee or agent or other person specified in Paragraphs 2 and 3 of this Article Six 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 Article Six.

Paragraph 7. The indemnification and advancement of expenses provided by this Article Six shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under the Amended and Restated Bylaws of the Corporation, as amended (the "Bylaws"), 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, and shall continue as to a person who has ceased to be a director, officer, employee or agent or other person specified in Paragraphs 2 and 3 of this Article Six, and shall inure to the benefit of the heirs, executors and administrators of such person.

Paragraph 8. The 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 him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Corporation would have the power to indemnify him or her against such liability under the provisions of this Article Six.

Paragraph 9. For purposes of this Article Six, references to the “Corporation” shall include any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had the power and authority to indemnify its directors, officers, employees or agents or other persons specified in Paragraphs 2 and 3 of this Article Six, so that any person who is or was a director, officer, employee or agent of such constituent corporation, or is or was serving at the request of such constituent 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 Six with respect to the resulting or surviving corporation as such person would have with respect to such constituent corporation if its separate existence had continued.

Paragraph 10. For purposes of this Article Six, 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 at the request of the Corporation as a director, officer, employee or agent which 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 Corporation” as referred to in this Article Six.

Paragraph 11. Except for claims for indemnification (following the final disposition of an action, suit or proceeding) or advancement of expenses not paid in full, the Corporation shall be required to provide indemnification to a person eligible for indemnification pursuant to this Article Six in connection with an action, suit or proceeding (or part thereof) commenced by such person only if the commencement of such action, suit or proceeding (or part thereof) by such person was authorized in the specific case by the Board.

Paragraph 12. Any amendment, repeal or modification of this Article Six shall not adversely affect any right or protection hereunder of any person in respect of any act or omission occurring prior to the time of such repeal or modification.

ARTICLE SEVEN

Intentionally Omitted

ARTICLE EIGHT

Paragraph 1. The business and affairs of the Corporation shall be managed by or under the direction of the Board. The total number of directors constituting the entire Board shall not be less than fifteen (15) nor more than twenty-three (23), with the then-authorized number of directors fixed from time to time by the Board. The Common Stockholders shall have the right to elect, as a class, all directors of the Corporation, which directors shall be elected by such process and serve for such terms as are set forth from time to time in the Bylaws. Any director, or the entire Board, may be removed, with or without cause, by the holders of a majority of the shares then entitled to vote at an election of directors.

Paragraph 2. A person serving on the Board by virtue of serving as the Chief Executive Officer and President of the Corporation shall be disqualified to serve on the Board at such time as such person ceases to hold such position and will be deemed to have resigned from the Board effective immediately upon ceasing to serve in such position without any further action of any kind by such person.

ARTICLE NINE

Notwithstanding anything contained herein to the contrary, upon dissolution of the Corporation, voluntary or otherwise, the assets of the Corporation remaining after provision for creditors of the corporation (other than with respect to outstanding Written Notices of Allocation) shall be distributed according to the following order of priority:

(a) First, to the payment of any preferential amounts to be distributed to the holders of Preferred Stock.

(b) Second, to the payment to each Common Stockholder of an amount equal to the original issue price of each Common Share held at such time by such Common Stockholder, provided, that the original issue price of each Common Share held at such time which was originally issued by the Corporation in connection with a merger of any predecessor of the Corporation with and into the Corporation for the purpose of reincorporation or a change in domicile shall be deemed to be equal to the original issue price of the share which was first issued by any predecessor of the Corporation and which directly or indirectly, in connection with one or more mergers for the purpose of reincorporation or a change in domicile, was exchanged for or converted into such share held at such time. If the remaining assets of the Corporation shall not be sufficient to pay in full such amount, then such assets shall be distributed ratably according to the respective amounts which would be payable if such amount were paid in full.

(c) Third, to the payment of the stated dollar amount of all Written Notices of Allocation outstanding at the time of such distribution of assets. If the remaining assets of the Corporation shall not be sufficient to pay in full such amount, then such assets shall be distributed ratably according to the respective amounts which would be payable if such amount were paid in full.

(d) Fourth, to the extent such assets represent Patronage Income (as such term is defined in the Prior Restated Certificate), to each person who was a Patron (as such term is defined in the Prior Restated Certificate) within one year prior to the effectiveness of the Restated Certificate in accordance with the ratio which Patronage Revenue (as such term is defined in the Prior Restated Certificate) received by the Corporation during such year from each such Patron bears to total Patronage Revenue received by the Corporation during such year. If the remaining assets of the Corporation shall not be sufficient to pay in full such amount, then such assets shall be distributed ratably according to the respective amounts which would be payable if such amount were paid in full. The Board shall determine the amount of such distribution to such Patrons based upon the books and records of the Corporation as soon as practicable after dissolution, which determination shall be final and conclusive.

(e) Fifth, to the extent of any remaining assets, to the payment of a liquidating dividend upon outstanding shares of Common Stock, *pro rata* within such class of shares.

ARTICLE TEN

The Corporation shall have perpetual existence.

ARTICLE ELEVEN

The Board is expressly authorized and empowered, in the manner provided in the Bylaws, to make, alter, amend and repeal the Bylaws in any respect not inconsistent with the laws of the State of Delaware or with this Amended and Restated Certificate of Incorporation without any action on the part of the stockholders; provided, however, that any Bylaws adopted or amended by the Board, and any powers conferred thereby, may be amended, altered or repealed by the affirmative vote of Common Stockholders holding seventy-five percent (75%) of the issued and outstanding Common Shares.

ARTICLE TWELVE

Election of directors shall be at the annual meeting of stockholders. The Board shall have the right to fill vacancies on the Board, whether such vacancies occur because of resignation, removal or death or by increase to the number of directors. Election of directors need not be by written ballot unless the Bylaws of the corporation so provide.

ARTICLE THIRTEEN

The Corporation reserves the right to amend, alter or repeal any provision contained in this Amended and Restated Certificate of Incorporation upon the affirmative vote of sixty-five percent (65%) of all of the members of the Board, and upon the affirmative vote of the Common Stockholders holding a majority of the issued and outstanding shares of Common Shares, present and voting, in person or by proxy, at a meeting of the Common Stockholders entitled to vote. All rights conferred upon directors or stockholders herein are granted subject to this reservation.

ARTICLE FOURTEEN

As used in this Amended and Restated Certificate of Incorporation, the following terms have the following definitions:

(a) “Academic Medical Center” shall mean a teaching hospital or health system (i) that has a documented affiliation agreement with a medical school accredited by the Liaison Committee on Medical Education, and (ii) that satisfies one or more of the following criteria: (A) is under common ownership with the medical school, (B) the majority of the department chairs of the medical school either serve as the chiefs of service of the teaching hospital or have the responsibility as department chairs for appointing the chiefs of service of the teaching hospital, or (C) has a reputation for excellence in service, teaching and research as determined in the discretion of the Board, based on the following considerations: clinical support of undergraduate medical education, an employed clinical faculty with a centralized practice plan, ten or more graduate medical education programs, support of clinical research, or designation by the medical dean or university president as the primary clinical site of the medical school.

(b) “Patronage Dividends” shall have the meaning provided in the Prior Restated Certificate.

(c) “Prior Restated Certificate” shall mean the Corrected Amended and Restated Certificate of Incorporation of the Corporation filed with the Office of the Secretary of State of the State of Delaware on April 26, 2011.

(d) “Regular Dividends” shall have the meaning ascribed thereto in Paragraph 3 of Article Four hereof.

(e) "Restated Certificate" shall mean the Restated Certificate of Incorporation of the Corporation filed with the Office of the Secretary of State of the State of Delaware on November 8, 2012.

IN WITNESS WHEREOF, the Corporation has caused this Amended and Restated Certificate of Incorporation to be duly executed on its behalf this day of , 2015.

**VIZIENT INC.,
a Delaware corporation**

Name:
Title:

RECAPITALIZATION PREFERRED STOCK

100,000 shares of the Preferred Stock of Vizient, Inc. (the "Corporation"), no par value per share, shall be designated as the "Recapitalization Preferred Stock" (the "Recapitalization Preferred"), Shares of Recapitalization Preferred are herein sometimes referred to as the "Shares." Certain other capitalized terms used herein are defined in subdivision II.3 hereof.

I. Terms of Recapitalization Preferred.

Section 1. Dividends.

No dividends shall accrue or be paid on the Recapitalization Preferred.

Section 2. Liquidation.

Upon any liquidation, dissolution or winding up of the Corporation, each holder of Recapitalization Preferred (herein sometimes referred to as "Recapitalization Preferred Shareholder") shall be entitled to be paid, after any distribution or payment is made upon any Cash Issue Preferred and before any distribution or payment is made upon any Junior Securities or otherwise as set forth in Article Nine of the Corporation's Restated Certificate of Incorporation, an amount in cash equal to the aggregate Liquidation Value of all Shares held by such holder, and the holder of Recapitalization Preferred shall not be entitled to any further payment. It is the intention that, as set forth, any distribution or payment on the Recapitalization Preferred in the event of a liquidation, dissolution or winding up of the Corporation shall be junior and subordinate in all respects to any outstanding Cash Issue Preferred.

If upon any such liquidation, dissolution or winding up of the Corporation, the Corporation's assets to be distributed among the holders of the Recapitalization Preferred are insufficient to permit payment to such holders of the aggregate amount which they are entitled to be paid, then the entire assets to be distributed to the holders of Recapitalization Preferred shall be distributed ratably among such holders based upon the aggregate Liquidation Value of the Recapitalization Preferred held by each such holder. The Corporation shall mail written notice of such liquidation, dissolution or winding up, not less than 60 days prior to the payment date stated therein, to each record holder of Recapitalization Preferred. Neither the consolidation or merger of the Corporation into or with any other entity or entities, nor the sale or transfer by the Corporation of all or any part of its assets, nor the reduction of the capital stock of the Corporation, shall be deemed to be a liquidation, dissolution or winding up of the Corporation within the meaning of this Section 2.

Section 3. Redemptions.

3A. Optional Redemption. Except for the redemptions contemplated by Section 3(b) below and any repurchase contemplated by Section 4 below the Corporation may at any time redeem all or any portion of the Recapitalization Preferred at a price per share equal to the Liquidation Value thereof, provided that all optional redemptions pursuant to this paragraph are made pro rata among the holders of Recapitalization Preferred on the basis of the number of Shares held by each such holder.

3B. Special Redemption. The Corporation may redeem (a "Special Redemption") all of the Recapitalization Preferred held by a Recapitalization Preferred Shareholder by sending notice to such Recapitalization Preferred Shareholder, in accordance with the provisions of Section 3D hereof, at any time within 60 days following the date upon which the president of the Corporation receives a Notice of

Purchase Option that the Corporation is permitted to repurchase the Common Stock owned by a Recapitalization Preferred Shareholder. The redemption price per share in the case of Special Redemptions pursuant to this section shall be an amount equal to the Liquidation Value of such Recapitalization Preferred. Any Recapitalization Preferred Shareholder who receives a written notice by the Corporation of a Special Redemption shall transmit to the Corporation, within ten days after the receipt of such notice, the certificates evidencing its Shares. In exchange for the Recapitalization Preferred, such Recapitalization Preferred Shareholder shall receive as payment of the redemption price, at the discretion of the Board of Directors of the Corporation, either a non-interest bearing promissory note of the Corporation or shares of Termination Preferred Stock of the Corporation in a principal amount equal to the Liquidation Value of the Recapitalization Preferred. Each Special Redemption by the Corporation of Recapitalization Preferred shall be consummated at the principal office of the Corporation on the date specified in the notice of Special Redemption, which date shall not be less than 30 nor more than 60 days after the date such notice was mailed by the Corporation. At the consummation of such Special Redemption, such Recapitalization Preferred Shareholder shall transfer to the Corporation good and marketable title to each such redeemed Share free and clear of any lien, security interest or other encumbrance and shall deliver to the Corporation a stock certificate representing each such redeemed Share, duly endorsed for transfer to the Corporation.

3C. Redemption Payment. For each Share which is to be redeemed pursuant to Section 3A above, the Corporation shall be obligated on the Redemption Date to pay to the holder thereof (upon surrender by such holder at the Corporation's principal office of the certificate representing such Share) an amount in immediately available funds equal to the Liquidation Value of such Share. If the funds of the Corporation legally available for redemption of Shares on any Redemption Date are insufficient to redeem the total number of Shares to be redeemed on such date, those funds which are legally available shall be used to redeem the maximum possible number of Shares ratably among the holders of the Shares to be redeemed based upon the aggregate Liquidation Value of such Shares held by each such holder. At any time thereafter when additional funds of the Corporation are legally available for the redemption of Shares, such funds shall immediately be used to redeem the balance of the Shares which the Corporation has become obligated to redeem on any Redemption Date but which it has not redeemed.

3D. Notice of Redemption. The Corporation shall mail written notice of each redemption of any Shares of Recapitalization Preferred to each record holder of such Shares not more than 60 nor less than 30 days prior to the date on which such redemption is to be made. Upon mailing any notice of redemption, the Corporation shall become obligated to redeem the total number of Shares specified in such notice at the time of redemption specified therein. In case fewer than the total number of Shares represented by any certificate are redeemed, a new certificate representing the number of unredeemed Shares shall be issued to the holder thereof without cost to such holder as soon as possible after surrender of the certificate representing the redeemed Shares.

3E. Determination of the Number of Each Holder's Shares to be Redeemed. Except as otherwise provided herein, the number of shares of Recapitalization Preferred to be redeemed from each holder thereof in redemptions hereunder shall be the number of Shares determined by multiplying the total number of Shares to be redeemed times a fraction, the numerator of which shall be the total number of Shares then held by such holder and the denominator of which shall be the total number of Shares then outstanding.

3F. Redemption Date. On the date on which the Liquidation Value of any Share is paid in cash or other consideration, all rights of the holder of such Share will cease, and such Share will not be deemed to be outstanding.

Section 4. Repurchase Rights.

If any holder of the Corporation's Common Stock shall dispose of any share of Common Stock or any interest therein (whether by sale, transfer, assignment, gift or in any other manner) to the Corporation or otherwise, the Corporation shall have the right to repurchase any or all shares of Recapitalization Preferred held by such holder. The repurchase price per Share shall be an amount equal to the Liquidation Value. Any such repurchase shall occur simultaneously with any repurchase of the Corporation's Common Stock by the Corporation. The Corporation shall provide written notice to the holder of Recapitalization Preferred to such repurchase as provided in Section 3D hereof. Any Recapitalization Preferred Stockholder who receives a written notice by the Corporation that the Corporation is exercising its option to repurchase the Recapitalization Preferred held by such holder shall transmit to the Corporation, within ten days after receipt of such notice, the Certificate or Certificates representing its shares. In exchange for the Recapitalization Preferred, such Recapitalization Preferred Shareholder shall receive as payment of the repurchase price, at the discretion of the Board of Directors of the Corporation, either a non-interest bearing note of fee Corporation or shares of Termination Preferred Stock of the Corporation with a Liquidation Value equal to the repurchase price.

Section 5. Voting Rights.

Except as otherwise required by law, the Recapitalization Preferred shall have no voting rights; provided that each holder of Recapitalization Preferred shall be entitled to notice of all stockholders meetings at the same time and in the same manner as notice is given to the stockholders entitled to vote at such meeting.

Section 6. No Conversion Rights.

The Recapitalization Preferred Stock shall have no rights to convert shares of Recapitalization Preferred to Common Stock or to another series of Preferred Stock.

II. Miscellaneous.

Section 1. Registration of Transfer.

The Corporation shall keep at its principal office a register for the registration of Recapitalization Preferred. Upon the surrender of any certificate representing Recapitalization Preferred at such place, the Corporation shall, at the request of the record holder of such certificate, execute and deliver (at the Corporation's expense) a new certificate or certificates in exchange therefor representing in the aggregate the number of Shares represented by the surrendered certificate. Each such new certificate shall be registered in such name and shall represent such number of Shares as is requested by the holder of the surrendered certificate and shall be substantially identical in form to the surrendered certificate.

Section 2. Replacement.

Upon receipt of evidence reasonably satisfactory to the Corporation (an affidavit of the registered holder shall be satisfactory) of the ownership and the loss, theft, destruction or mutilation of any certificate evidencing Shares of Recapitalization Preferred, and in the case of any such loss, theft or destruction, upon receipt of indemnity reasonable satisfactory to the Corporation (provided that if the holder is a financial institution or other institution investor its own agreement shall be satisfactory), or, in the case of any such mutilation upon surrender of such certificate, the Corporation shall (at its expense) execute and deliver in lieu of such certificate a new certificate of like kind representing the number of

Shares represented by such lost, stolen, destroyed or mutilated certificate and dated the date of such lost, stolen, destroyed or mutilated certificate.

Section 3. Definitions.

“Cash Issued Preferred” means the series of Cash Issue Preferred Stock, no par value per share, established in a resolution of the Board of Directors of the Corporation adopted on August 22, 1990.

“Common Stock” means, collectively, the Corporation’s 1977 Common Stock, par value \$1.00 per share, and any capital stock of any class of the Corporation hereafter authorized which is not limited to a fixed sum or percentage of par or stated value in respect to the rights of the holders thereof to participate in the dividends or in the distribution of assets upon any liquidation, dissolution or winding up of the Corporation.

“Junior Securities” means any of the Corporation’s equity securities, including any Shares of Preferred Stock other than the Recapitalization Preferred and the Cash Issue Preferred, except for such equity securities, if any, that are expressly designated as senior to the Recapitalization Preferred Stock in a resolution of the Corporation’s Board of Directors.

“Liquidation Value” of any Share as of any particular date shall be equal to \$1,000.

“Notice of Purchase Option” means the date on which the president of the Corporation receives either a notice or the certificate described in items (i), (ii) or (iii) of Section 2(c) of the Corporation’s Restated Certificate of Incorporation, dated December 31, 1989, as amended from time to time.

“Person” means an individual, a partnership, a corporation, an association, a joint stock company, a trust, a joint venture, an unincorporated organization and a governmental entity or any department, agency or political subdivision thereof.

“Redemption Date” as to any Share means the date specified in the notice of any redemption at the Corporation’s option or the applicable date specified herein in the case of any other redemption; provided that no such date shall be a Redemption Date unless the Liquidation Value of such Share is actually paid in full on such date in either cash or other consideration as provided herein, and if not so paid in full, the Redemption Date shall be the date on which such amount is fully paid.

“Subsidiary” means any corporation of which the shares of outstanding capital stock possessing the voting power (under ordinary circumstances) in electing the board of directors are, at the time as of which any determination is being made, owned by the Corporation either directly or indirectly through Subsidiaries.

“Termination Preferred Stock” means the series of Termination Preferred Stock, no par value per share, established in a resolution of the Board of Directors of the Corporation adopted on August 22, 1990.

“Written Notices of Allocation” means both Qualified Written Notices of Allocation and Nonqualified Written Notices of Allocation, as such terms are from time to time defined in Section 1388 of the Internal Revenue Code of 1986, as amended (or any successor thereto).

Section 4. Amendment and Waiver.

No amendment, modification or waiver shall be binding or effective with respect to any provision of this Certificate of Designation without the prior written consent of the holders of at least a majority of the Recapitalization Preferred outstanding at the time such action is taken; provided that no such action shall change the amount payable on redemption of the Recapitalization Preferred without the prior written consent of the holders of at least 75% of the Recapitalization Preferred then outstanding, or the percentage required to approve such change without the prior written consent of the holders of at least 75% of the Recapitalization Preferred then outstanding; and provided further that no change in the terms hereof may be accomplished by merger or consolidation of the Corporation with another corporation or entity unless the Corporation has obtained the proper written consent of the holders of the applicable percentage of the Recapitalization Preferred then outstanding.

Section 5. Notices.

Except as otherwise expressly provided, all notices referred to herein shall be in writing and shall be delivered by registered or certified mail, return receipt requested, postage prepaid and shall be deemed to have been given when so mailed (i) to the Corporation, at its principal executive offices and (ii) to any stockholder, at such holder's address as it appears in the stock records of the Corporation (unless otherwise indicated by any such holder).

TERMINATION PREFERRED STOCK

50,000 shares of the Preferred Stock of Vizient, Inc. (the "Corporation"), no par value per share, shall be designated as the "Termination Preferred Stock" (the "Termination Preferred"). Shares of Termination Preferred are herein sometimes referred to as the "Shares." Certain other capitalized terms used herein are defined in subdivision II.3 hereof.

I. Terms of Termination Preferred.

Section 1. Dividends.

No dividends shall accrue or be paid on the Termination Preferred.

Section 2. Liquidation.

Upon any liquidation, dissolution or winding up of the Corporation, each holder of Termination Preferred (herein sometimes referred to as "Termination Preferred Shareholder") shall be entitled to be paid, after any distribution or payment is made upon any Cash Issue Preferred and on any Recapitalization Preferred and before any distribution or payment is made upon any Junior Securities or otherwise as set forth in Article Nine of the Corporation's Restated Certificate of Incorporation, an amount in cash equal to the aggregate Liquidation Value of all Shares held by such holder, and the holder of Termination Preferred shall not be entitled to any further payment. If upon any such liquidation, dissolution or winding up of the Corporation, the Corporation's assets to be distributed among the holders of the Termination Preferred are insufficient to permit payment to such holders of the aggregate amount which they are entitled to be paid, then the entire assets to be distributed to the holders of Termination Preferred shall be distributed ratably among such holders based upon the aggregate Liquidation Value of the Termination Preferred held by each such holder. The Corporation shall mail written notice of such liquidation, dissolution or winding up, not less than 60 days prior to the payment date stated therein, to each record holder of Termination Preferred. Neither the consolidation or merger of the Corporation into or with any other entity or entities, nor the sale or transfer by the Corporation of all or any part of its assets, nor the reduction of the capital stock of the Corporation, shall be deemed to be a liquidation, dissolution or winding up of the Corporation within the meaning of this Section 2.

Section 3. Redemption.

3A. Optional Redemption. Except for the purchases contemplated in Section 4 below, as may be determined by the Corporation's Board of Directors, the Corporation may at any time redeem all or any portion of the Termination Preferred at a price per share equal to the Liquidation Value thereof, at such time when all Written Notices of Allocation have been fully paid for, but in no event shall such redemption occur prior to December 31, 1992, provided that all optional redemptions pursuant to this paragraph shall be made pro rata among the holders of Termination Preferred on the basis of the number of Shares held by each such holder.

3B. Redemption Payment. For each Share which is to be redeemed pursuant to Section 3A above, the Corporation shall be obligated on the Redemption Date to pay to the holder thereof (upon surrender by such holder at the Corporation's principal office of the certificate representing such Share) an amount in immediately available funds equal to the Liquidation Value of such Share. If the funds of the Corporation legally available for redemption of Shares on any Redemption Date are insufficient to redeem the total number of Shares to be redeemed on such date, those funds which are legally available

shall be used to redeem the maximum possible number of Shares ratably among the holders of the Shares to be redeemed based upon the aggregate Liquidation Value of such Shares held by each such holder. At any time thereafter when additional funds of the Corporation are legally available for the redemption of Shares, such funds shall immediately be used to redeem the balance of the Shares which the Corporation has become obligated to redeem on any Redemption Date but which it has not redeemed.

3C. Notice of Redemption. The Corporation shall mail written notice of each redemption of any Shares of Termination Preferred to each record holder of such Shares not more than 60 nor less than 30 days prior to the date on which such redemption is to be made. Upon mailing any notice of redemption, the Corporation shall become obligated to redeem the total number of Shares specified in such notice at the time of redemption specified therein. In case fewer than the total number of Shares represented by any certificate are redeemed, a new certificate representing the number of unredeemed Shares shall be issued to the holder thereof without cost to such holder as soon as possible after surrender of the certificate representing the redeemed Shares.

3D. Determination of the Number of Each Holder's Shares to be Redeemed. Except as otherwise provided herein, the number of shares of Termination Preferred to be redeemed from each holder thereof in redemptions hereunder shall be the number of Shares determined by multiplying the total number of Shares to be redeemed times a fraction, the numerator of which shall be the total number of Shares then held by such holder and the denominator of which shall be the total number of Shares then outstanding.

3E. Redemption Date. On the date on which the Liquidation Value of any Share is paid in cash or other consideration, all rights of the holder of such Share will cease, and such Share will not be deemed to be outstanding.

Section 4. First Offer Rights.

At least 30 days prior to making any transfer of any share of the Termination Preferred, the transferring Termination Preferred Shareholder (the "Transferring Shareholder") will deliver a written notice (the "Offer Notice") to the Corporation. The Offer Notice will disclose in reasonable detail the proposed number of Termination Preferred Shares to be transferred and the proposed terms and conditions of the transfer. The Corporation may elect to purchase all (but not less than all) of the Termination Preferred Shares specified in the Offer Notice at the price and on the terms specified therein by delivering written notice of such election to the Transferring Shareholder as soon as practical but in any event within ten days after the delivery of the Offer Notice. If the Corporation has elected to purchase Termination Preferred Shares from the Transferring Shareholder, the transfer of such shares will be consummated as soon as practical after the delivery of the election notices, but in any event within 15 days after the expiration of the Election Period. The "Election Period" shall mean the 30 day period after the delivery of a Transferring Shareholder's Offer Notice to the Corporation. To the extent that the Corporation has not elected to purchase all of the Termination Preferred Shares being offered, the Transferring Shareholder may, within 30 days after the expiration of the Election Period, transfer such Termination Preferred Shares to one or more third parties at a price no less than the price per share specified in the Offer Notice and on other terms no more favorable to the transferees than offered to the Corporation in the Offer Notice. The purchase price specified in the Offer Notice shall be payable solely in cash at the closing of the transaction or in installments over time, and no Termination Preferred Share may be pledged.

Section 5. Voting Rights.

Except as otherwise required by law, the Termination Preferred shall have no voting rights; provided that each holder of Termination Preferred shall be entitled to notice of all stockholders meetings at the same time and in the same manner as notice is given to the stockholders entitled to vote at such meeting.

Section 6. No Conversion Rights.

The Termination Preferred Stock shall have no rights to convert shares of Termination Preferred Stock to Common Stock or to another series of Preferred Stock.

II. Miscellaneous.

Section 1. Registration of Transfer.

The Corporation shall keep at its principal office a register for the registration of Termination Preferred. Upon the surrender of any certificate representing Termination Preferred at such place, the Corporation shall, at the request of the record holder of such certificate, execute and deliver (at the Corporation's expense) a new certificate or certificates in exchange therefor representing in the aggregate the number of Shares represented by the surrendered certificate. Each such new certificate shall be registered in such name and shall represent such number of Shares as is requested by the holder of the surrendered certificate and shall be substantially identical in form to the surrendered certificate.

Section 2. Replacement.

Upon receipt of evidence reasonably satisfactory to the Corporation (an affidavit of the registered holder shall be satisfactory) of the ownership and the loss, theft, destruction or mutilation of any certificate evidencing Shares of Termination Preferred, and in the case of any such loss, theft or destruction, upon receipt of indemnity reasonable satisfactory to the Corporation (provided that if the holder is a financial institution or other institution investor its own agreement shall be satisfactory), or, in the case of any such mutilation upon surrender of such certificate, the Corporation shall (at its expense) execute and deliver in lieu of such certificate a new certificate of like kind representing the number of Shares represented by such lost, stolen, destroyed or mutilated certificate and dated the date of such lost, stolen, destroyed or mutilated certificate.

Section 3. Definitions.

"Cash Issued Preferred" means the series of Cash Issue Preferred Stock, no par value per share, established in a resolution of the Board of Directors of the Corporation adopted on August 22, 1990.

"Common Stock" means, collectively, the Corporation's 1977 Common Stock, par value \$1.00 per share, and any capital stock of any class of the Corporation hereafter authorized which is not limited to a fixed sum or percentage of par or stated value in respect to the rights of the holders thereof to participate in the dividends or in the distribution of assets upon any liquidation, dissolution or winding up of the Corporation.

"Junior Securities" means any of the Corporation's equity securities, including any Shares of preferred Stock other than the Cash Issue Preferred, Recapitalization Preferred and Termination Preferred except for such equity securities, if any, that are expressly designated as senior to the Termination Preferred Stock in a resolution of the Corporation's Board of Directors.

"Liquidation Value" of any Share as of any particular date shall be equal to \$1,000.

"Person" means an individual, a partnership, a corporation, an association, a joint stock company, a trust, a joint venture, an unincorporated organization and a governmental entity or any department, agency or political subdivision thereof.

"Recapitalization Preferred" means the series of Recapitalization Preferred, no par value per share, established in a resolution of the Board of Directors of the Corporation adopted on August 22, 1990.

"Redemption Date" as to any Share means the date specified in the notice of any redemption at the Corporation's option or the applicable date specified herein in the case of any other redemption; provided that no such date shall be a Redemption Date unless the Liquidation Value of such Share is actually paid in full on such date in either cash or other consideration as provided herein, and if not so paid in full, the Redemption Date shall be the date on which such amount is fully paid.

"Subsidiary" means any corporation of which the shares of outstanding capital stock possessing the voting power (under ordinary circumstances) in electing the board of directors are, at the time as of which any determination is being made, owned by the Corporation either directly or indirectly through Subsidiaries.

"Written Notices of Allocation" means both Qualified Written Notices of Allocation and Nonqualified Written Notices of Allocation, as such terms are from time to time defined in Section 1388 of the Internal Revenue Code of 1986, as amended (or any successor thereto).

Section 5. Amendment and Waiver.

No amendment, modification or waiver shall be binding or effective with respect to any provision of this Certificate of Designations without the prior written consent of the holders of at least a majority of the Termination Preferred outstanding at the time such action is taken; provided that no such action shall change the amount payable on redemption of the Termination Preferred without the prior written consent of the holders of at least 75% of the Termination Preferred then outstanding, or the percentage required to approve such change without the prior written consent of the holders of at least 75% of the Termination Preferred then outstanding; and provided further that no change in the terms hereof may be accomplished by merger or consolidation of the Corporation with another corporation or entity unless the Corporation has obtained the proper written consent of the holders of the applicable percentage of the Termination Preferred then outstanding.

Section 5. Notices.

Except as otherwise expressly provided, all notices referred to herein shall be in writing and shall be delivered by registered or certified mail, return receipt requested, postage prepaid and shall be deemed to have been given when so mailed (i) to the Corporation, at its principal executive offices and (ii) to any stockholder, at such holder's address as it appears in the stock records of the Corporation (unless otherwise indicated by any such holder).

SERIES B TERMINATION PREFERRED STOCK

50,000 shares of the Preferred Stock of Vizient, Inc. (the "Corporation"), no par value per share, shall be designated as the "Series B Termination Preferred Stock" (the "Series B Termination Preferred"). Shares of Series B Termination Preferred are herein sometimes referred to as the "Shares." Certain other capitalized terms used herein are defined in subdivision II.3 hereof.

I. Terms of Series B Termination Preferred.

Section 1. Dividends.

No dividends shall accrue or be paid on the Series B Termination Preferred.

Section 2. Liquidation.

Upon any liquidation, dissolution or winding up of the Corporation, each holder of Series B Termination Preferred (herein sometimes referred to as "Series B Termination Preferred Shareholder") shall be entitled to be paid, after any distribution or payment is made upon any Cash Issue Preferred and on any Recapitalization Preferred and before any distribution or payment is made upon any Junior Securities or otherwise as set forth in Article Nine of the Corporation's Restated Certificate of Incorporation, an amount in cash equal to the aggregate Liquidation Value of all Shares held by such holder, and the holder of Series B Termination Preferred shall not be entitled to any further payment. If upon any such liquidation, dissolution or winding up of the Corporation, the Corporation's assets to be distributed among the holders of the Series B Termination Preferred are insufficient to permit payment to such holders of the aggregate amount which they are entitled to be paid, then the entire assets to be distributed to the holders of Series B Termination Preferred shall be distributed ratably among such holders based upon the aggregate Liquidation Value of the Series B Termination Preferred held by each such holder. The Corporation shall mail written notice of such liquidation, dissolution or winding up, not less than 60 days prior to the payment date stated therein, to each record holder of Series B Termination Preferred. Neither the consolidation or merger of the Corporation into or with any other entity or entities, nor the sale or transfer by the Corporation of all or any part of its assets, nor the reduction of the capital stock of the Corporation, shall be deemed to be a liquidation, dissolution or winding up of the Corporation within the meaning of this Section 2.

Section 3. Redemption.

3A. Optional Redemption. Except for the purchases contemplated in Section 4 below, as may be determined by the Corporation's Board of Directors, the Corporation may at any time redeem all or any portion of the Series B Termination Preferred at a price per share equal to the Liquidation Value thereof, at such time when all Written Notices of Allocation issued in connection with Patronage Dividends shall have been fully paid for provided that all optional redemptions pursuant to this paragraph shall be made pro rata among the holders of Series B Termination Preferred on the basis of the number of Shares held by each such holder.

3B. Mandatory Redemption. The Corporation shall redeem each Share of the Series B Termination Preferred at a price per share equal to the Liquidation Value thereof upon ten years having passed since the issue date of such Share of Series B Termination Preferred.

3C. Redemption Payment. For each Share which is to be redeemed pursuant to Section 3A or 3B above, the Corporation shall be obligated on the Redemption Date to pay to the holder thereof (upon surrender by such holder at the Corporation's principal office of the certificate representing such Share) an amount in immediately available funds equal to the Liquidation Value of such Share. If the funds of the Corporation legally available for redemption of Shares on any Redemption Date are insufficient to redeem the total number of Shares to be redeemed on such date, those funds which are legally available shall be used to redeem the maximum possible number of Shares ratably among the holders of the Shares to be redeemed based upon the aggregate Liquidation Value of such Shares held by each such holder. At any time thereafter when additional funds of the Corporation are legally available for the redemption of Shares, such funds shall immediately be used to redeem the balance of the Shares which the Corporation has become obligated to redeem on any Redemption Date but which it has not redeemed.

3D. Notice of Redemption. The Corporation shall mail written notice of each redemption of any Shares of Series B Termination Preferred to each record holder of such Shares not more than 60 nor less than 30 days prior to the date on which such redemption is to be made. Upon mailing any notice of redemption, the Corporation shall become obligated to redeem the total number of Shares specified in such notice at the time of redemption specified therein. In case fewer than the total number of Shares represented by any certificate are redeemed, a new certificate representing the number of unredeemed Shares shall be issued to the holder thereof without cost to such holder as soon as possible after surrender of the certificate representing the redeemed Shares.

3B. Determination of the Number of Each Holder's Shares to be Redeemed. Except as otherwise provided herein, the number of shares of Series B Termination Preferred to be redeemed from each holder thereof in redemptions hereunder shall be the number of Shares determined by multiplying the total number of Shares to be redeemed times a fraction, the numerator of which shall be the total number of Shares then held by such holder and the denominator of which shall be the total number of Shares then outstanding.

3F. Redemption Date. On the date on which the Liquidation Value of any Share is paid in cash or other consideration, all rights of the holder of such Share will cease, and such Share will not be deemed to be outstanding.

Section 4. First Offer Rights.

At least 30 days prior to making any transfer of any share of the Series B Termination Preferred, the transferring Series B Termination Preferred Shareholder (the "Transferring Shareholder") will deliver a written notice (the "Offer Notice") to the Corporation. The Offer Notice will disclose in reasonable detail the proposed number of Series B Termination Preferred Shares to be transferred and the proposed terms and conditions of the transfer. The Corporation may elect to purchase all (but not less than all) of the Series B Termination Preferred Shares specified in the Offer Notice at the price and on the terms specified therein by delivering written notice of such election to the Transferring Shareholder as soon as practical but in any event within ten days after the delivery of the Offer Notice. If the Corporation has elected to purchase Series B Termination Preferred Shares from the Transferring Shareholder, the transfer of such shares will be consummated as soon as practical after the delivery of the election notices, but in any event within 15 days after the expiration of the Election Period. The "Election Period" shall mean the 30 day period after the delivery of a Transferring Shareholder's Offer Notice to the Corporation. To the extent that the Corporation has not elected to purchase all of the Series B Termination Preferred Shares being offered, the Transferring Shareholder may, within 30 days after the expiration of the Election Period, transfer such Series B Termination Preferred Shares to one or more third parties at a price no less than the price per share specified in the Offer Notice and on other terms no more favorable to the transferees than offered to the Corporation in the Offer Notice. The purchase price specified in the Offer

Notice shall be payable solely in cash at the closing of the transaction or in installments over time, and no Series B Termination Preferred Share may be pledged.

Section 5. No Voting Rights.

Except as otherwise required by law, the Series B Termination Preferred shall have no voting rights.

Section 6. No Conversion Rights.

The Series B Termination Preferred Stock shall have no rights to convert shares of Series B Termination Preferred Stock to Common Stock or to another series of Preferred Stock.

II. Miscellaneous.

Section 1. Registration of Transfer.

The Corporation shall keep at its principal office a register for the registration of Series B Termination Preferred. Upon the surrender of any certificate representing Series B Termination Preferred at such place, the Corporation shall, at the request of the record holder of such certificate, execute and deliver (at the Corporation's expense) a new certificate or certificates in exchange therefor representing in the aggregate the number of Shares represented by the surrendered certificate. Each such new certificate shall be registered in such name and shall represent such number of Shares as is requested by the holder of the surrendered certificate and shall be substantially identical in form to the surrendered certificate.

Section 2. Replacement.

Upon receipt of evidence reasonably satisfactory to the Corporation (an affidavit of the registered holder shall be satisfactory) of the ownership and the loss, theft, destruction or mutilation of any certificate evidencing Shares of Series B Termination Preferred, and in the case of any such loss, theft or destruction, upon receipt of indemnity reasonable satisfactory to the Corporation (provided that if the holder is a financial institution or other institution investor its own agreement shall be satisfactory), or, in the case of any such mutilation upon surrender of such certificate, the Corporation shall (at its expense) execute and deliver in lieu of such certificate a new certificate of like kind representing the number of Shares represented by such lost, stolen, destroyed or mutilated certificate and dated the date of such lost, stolen, destroyed or mutilated certificate.

Section 3. Definitions.

"Cash Issued Preferred" means the series of Cash Issue Preferred Stock, no par value per share, established in a resolution of the Board of Directors of the Corporation adopted on August 22, 1990.

"Common Stock" means, collectively, the Corporation's 1977 Common Stock, par value \$1.00 per share, and any capital stock of any class of the Corporation hereafter authorized which is not limited to a fixed sum or percentage of par or stated value in respect to the rights of the holders thereof to participate in the dividends or in the distribution of assets upon any liquidation, dissolution or winding up of the Corporation.

"Junior Securities" means any of the Corporation's equity securities, including any Shares of Preferred Stock other than the Cash Issue Preferred, Recapitalization Preferred Termination Preferred Stock described in those Certificate of Designations of Preferences, Rights and Limitations of Preferred

Stock filed with the State of Delaware on September 15, 1990 and Series B Termination Preferred except for such equity securities, if any, that are expressly designated as senior to the Series B Termination Preferred Stock in a resolution of the Corporation's Board of Directors.

"Liquidation Value" of any Share as of any particular date shall be equal to \$1,000.

"Patronage Dividends" has the meaning ascribed thereto in the Corporation's Restated Certificate of Incorporation.

"Person" means an individual, a partnership, a corporation, an association, a joint stock company, a trust, a joint venture, an unincorporated organization and a governmental entity or any department, agency or political subdivision thereof.

"Recapitalization Preferred" means the series of Recapitalization Preferred, no par value per share, established in a resolution of the Board of Directors of the Corporation adopted on August 22, 1990.

"Redemption Date" as to any Share means the date specified in the notice of any redemption at the Corporation's option or the applicable date specified herein in the case of any other redemption; provided that no such date shall be a Redemption Date unless the Liquidation Value of such Share is actually paid in full on such date in either cash or other consideration as provided herein, and if not so paid in full, the Redemption Date shall be the date on which such amount is fully paid.

"Subsidiary" means any corporation of which the shares of outstanding capital stock possessing the voting power (under ordinary circumstances) in electing the board of directors are, at the time as of which any determination is being made, owned by the Corporation either directly or indirectly through Subsidiaries.

"Written Notices of Allocation" means both Qualified Written Notices of Allocation and Nonqualified Written Notices of Allocation, as such terms are from time to time defined in Section 1388 of the Internal Revenue Code of 1986, as amended (or any successor thereto).

Section 4. Amendment and Waiver.

No amendment, modification or waiver shall be binding or effective with respect to any provision of this Certificate of Designations without the prior written consent of the holders of at least a majority of the Series B Termination Preferred outstanding at the time such action is taken; provided that no such action shall change the amount payable on redemption of the Series B Termination Preferred without the prior written consent of the holders of at least 75% of the Series B Termination Preferred then outstanding, or the percentage required to approve such change without the prior written consent of the holders of at least 75% of the Series B Termination Preferred then outstanding; and provided further that no change in the terms hereof may be accomplished by merger or consolidation of the Corporation with another corporation or entity unless the Corporation has obtained the proper written consent of the holders of the applicable percentage of the Series B Termination Preferred then outstanding.

Section 5. Notices.

Except as otherwise expressly provided, all notices referred to herein shall be in writing and shall be delivered by registered or certified mail, return receipt requested, postage prepaid and shall be deemed to have been given when so mailed (i) to the Corporation, at its principal executive offices and (ii) to any

stockholder, at such holder's address as it appears in the stock records of the Corporation (unless otherwise indicated by any such holder).

ELEVENTH AMENDED AND RESTATED

STOCKHOLDERS' AGREEMENT

THIS ELEVENTH AMENDED AND RESTATED STOCKHOLDERS' AGREEMENT (this "Agreement") is effective as of the 1st day of April, 2015, by and among Vizient Inc., a Delaware corporation (the "Company") and each party that owns or holds any shares of common stock, par value of \$1.00 per share (the "Common Stock") of the Company, including, without limitation, each party that executes and delivers to the Company a written agreement substantially in the form of Exhibit A hereto or that hereafter executes and delivers to the Company a written agreement substantially in the form of Exhibit B hereto (or any alternative form as may be approved from time to time in accordance with Section 8) or that hereafter executes and deliver to the Company a written agreement substantially in the form of Exhibit C hereto, and, in any case, acquires any shares of Common Stock. Exhibit A, Exhibit B, and Exhibit C are incorporated herein and constitute part of this Agreement. For the purpose of this Agreement, each holder of Common Stock that is a party to this Agreement is referred to herein individually as a "Stockholder" and collectively as the "Stockholders;" provided, however, that the Company shall not be deemed a Stockholder. The Company and a Stockholder or the Stockholders are referred to in this Agreement individually as a "Party" and, collectively, as the "Parties."

RECITALS

WHEREAS, each party that shall become a party hereto by executing and delivering to the Company a written agreement substantially in the form of Exhibit A hereto and each party that subsequently shall become a party hereto by executing and delivering to the Company a written agreement substantially in the form of Exhibit B hereto (or any alternative form as may be approved from time to time in accordance with Section 8) owns beneficially and of record Common Stock;

WHEREAS, this Agreement amends and restates the Tenth Amended and Restated Stockholders' Agreement dated January 1, 2013 (the "Tenth Stockholders' Agreement") to read in its entirety as set forth in this Agreement; and therefore, pursuant to Section 12 of the Tenth Stockholders' Agreement, this Agreement shall become binding upon and enforceable against each party to the Tenth Stockholders' Agreement and their respective successors and assigns upon the approval of this Agreement by the President of the Company and by the holders of a majority of the issued and outstanding shares of Common Stock who are parties to the Tenth Stockholders' Agreement; and

WHEREAS, after careful deliberation and negotiations, each Stockholder believes that it is in its best interests and the best interests of the Company, and necessary for the protection of its financial interests in the Company and a harmonious relationship among the Stockholders of the Company, to enter into this Agreement in order to address certain affairs of the Company and the Stockholders.

NOW, THEREFORE, for and in consideration of the premises, mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, each Stockholder hereby agrees that the Tenth Stockholders' Agreement hereby is amended and restated in its entirety, and each Stockholder hereby agrees, as follows:

TERMS AND CONDITIONS

1. Restated Certificate and Bylaws. Each Stockholder assents to and agrees to be bound by and to comply with the terms and provisions of the Amended and Restated Certificate of Incorporation of the Company, as amended on [_____, 2015] and thereafter amended from time to time (the "Restated Certificate"), and of the Amended and Restated Bylaws of the Company, as amended on [_____, 2015]

and thereafter amended from time to time (the “Bylaws”), including, without limitation, the restrictions on ownership and transferability of shares of Common Stock set forth in the Restated Certificate and the Bylaws, to the same extent as if such Stockholder voted in favor of the adoption of such Restated Certificate and such Bylaws. The Company and each Stockholder shall take all Necessary Action (as defined below) to cause the persons set forth on Exhibit D hereto to serve on the Board for the terms set forth therein. For purposes of this Section 1, “Necessary Action” shall mean, with respect to a specified result, all actions (to the extent such actions are permitted by applicable law and, in the case of any action by the Company that requires a vote or other action on the part of the Board, to the extent such action is consistent with the fiduciary duties that the Company’s directors may have in such capacity) necessary to cause such result including, but not limited to: (i) the inclusion of an individual in the slate of nominees to the Board recommended to the stockholders of the Company; (ii) soliciting proxies or consents in favor of the election of an individual to the Board; and (iii) voting (whether at an annual or special meeting) or providing a written consent or proxy with respect to shares of Common Stock. In addition, the Company and each Stockholder shall take all Necessary Action to cause the Chief Executive Officer and President of the Company to serve as an *ex-officio* voting member of the Board.

2. Transfer and Issuance Restrictions. Except as set forth in this Agreement, no Stockholder shall dispose of any shares of Common Stock or any other security of the Company or any interest therein (whether by sale, transfer, assignment, gift or in any other manner) except to the Company or pursuant to a merger, consolidation, or dissolution of the Company, or following the sale of all or substantially of the assets of the Company. Further the Company may not issue any share of Common Stock to any person, other than the Company or pursuant to any merger of the Company, without the prior approval of the Company’s board of directors (the “Board”). With respect to the issuance of any Common Stock to any person, upon the approval of the Board, such person must (a) execute and deliver to the Company a written agreement substantially in the form of Exhibit B hereto (or any alternative form as may be approved from time to time in accordance with Section 8); provided, that such person need not execute and deliver such a written agreement if such person, at the time of such disposition or issuance, already is a party to and bound by this Agreement and a Stockholder hereunder, and (b) must be qualified under the Restated Certificate and the Bylaws to become a holder of such share of Common Stock. Without the prior approval of the Board, no Stockholder shall permit any person (other than such Stockholder) to have any beneficial ownership interest in a share of Common Stock or any other security of the Company held by such Stockholder. Any disposition of a share of Common Stock or any other security of the Company made in violation of this Agreement shall not be valid or enforceable and shall be null and void ab initio, and the Company may refuse to register or recognize any such disposition.

3. Securities Law Restrictions. Each Stockholder acknowledges that no share of any class of stock of the Company (including Common Stock) and no other security of the Company has been registered under the Securities Act of 1933, as amended or the rules and regulations promulgated thereunder (the “Act”) or under any state securities or blue sky law (“Blue Sky Law”); and, therefore, no such share of stock (including Common Stock) or other security of the Company can be sold, transferred, pledged or otherwise disposed of without registration under the Act and under any applicable Blue Sky Law (none of which registrations the Company shall have any obligation to permit or undertake) or unless an exemption from registration thereunder is available. Each Stockholder agrees not to sell, transfer, pledge or otherwise dispose of any share of stock of the Company (including Common Stock) or any other security of the Company (or any interest therein) without registration under the Act and under any applicable Blue Sky Law or without delivering to the Company an opinion of counsel, in form and substance satisfactory to the Company, to the effect that such sale, transfer, pledge or other disposition and any execution and delivery by the transferee of a written agreement substantially in the form of Exhibit B hereto (or any alternative form as may be approved from time to time in accordance with Section 8) in connection therewith are exempt from registration under the Act and do not violate any applicable Blue Sky Law. Each Stockholder agrees that each certificate representing any share of any

class of stock of the Company may bear a legend with respect to the foregoing, with respect to such other transfer restrictions and the qualifications of any holder of any share of any class of stock of the Company which may be set forth in this Agreement, in the Restated Certificate (including any certificate of designation relating to preferred stock issued by the Company), in the Bylaws or in any other written agreement among the Stockholders and with respect to other matters required by law or otherwise deemed appropriate by the Stockholders or the Board from time to time to be set forth therein, and each Stockholder shall surrender to the Company, at its request from time to time, any stock certificate representing any share of any class of stock of the Company held by such Stockholder in exchange for a replacement stock certificate with such a legend.

4. Redemption.

(a) Upon the occurrence of any of the following events with respect to a Stockholder (each, a "Redemption Event"), the Company has the option, in the sole discretion of the Board, to redeem and purchase the Common Stock held by any Stockholder as provided in this Section 4:

i. Except as set forth in Section 17, a Stockholder desires or attempts to give, sell, exchange, assign, transfer, pledge, hypothecate, bequeath, devise, or otherwise dispose of any share of Common Stock, or an Academic Medical Center Affiliate causes its Stockholder to attempt to give, sell, exchange, assign, transfer, pledge, hypothecate, bequest, devise, or otherwise dispose of any share of Common Stock;

ii. Except as set forth in Section 17, a Stockholder's Common Stock is transferred by operation of law, including, without limitation, the entry of an order for relief against a Stockholder under the United States Bankruptcy Code, the insolvency of a Stockholder under any state insolvency act or any other event of "bankruptcy" with respect to such Stockholder, under levy of attachment or charging order or upon foreclosure of a pledge or security interest in a Stockholder's Common Stock, or otherwise;

iii. A Stockholder or, in the case of a Stockholder that has an Academic Medical Center Affiliate, its Academic Medical Center Affiliate undergoes a "Change of Control." For purposes of this Agreement, a "Change of Control" shall mean any event by which the activities, affairs, operation or ability to set the direction of a Stockholder or, in the case of a Stockholder that has an Academic Medical Center Affiliate, its Academic Medical Center Affiliate, or its facilities is transferred, whether by merger, direct or indirect transfer of ownership, sale of assets, agreement, lease, management contract, voting agreement, operation of law or otherwise; provided, however, that the routine election of trustees or directors of a Stockholder or, in the case of a Stockholder that has an Academic Medical Center Affiliate, its Academic Medical Center Affiliate shall not constitute a Change of Control;

iv. A Stockholder is in material default under, or materially breaches, any term or condition of this Agreement;

v. Except as set forth in Section 17, a Stockholder or its Academic Medical Center Affiliate (other than a Stockholder investing in securities of the Company subsequent to the date hereof that the Board determines to be exempt from this Section 4(a)(v)) fails to participate at a reasonable level in the programs or services of the Company, its subsidiaries, or affiliates, such level of participation to be annually determined by the Board, in its sole and absolute discretion;

vi. Except as set forth in Section 17, a Stockholder or its Academic Medical Center Affiliate engages in conduct that could reasonably be anticipated to have a Material Adverse Effect on the value of the Company's brand, the Company, a subsidiary of the Company, a line of business of the Company or a subsidiary of the Company, or any service or product offering of the Company or a subsidiary of the Company to its customers;

vii. A Stockholder or its Academic Medical Center Affiliate engages in conduct that would constitute an event of default, breach, or noncompliance under any agreement or license of the Company or its subsidiaries or affiliates; or

viii. As set forth in Section 17, the failure of University HealthSystem Consortium, an Illinois nonprofit corporation ("UHC"), to deliver to the Company a counterpart of this Agreement or a joinder agreement in the form of Exhibit C from one of its members or an affiliate of such member prior to the one (1) year anniversary of the closing of the transactions contemplated under that certain Stock Purchase Agreement dated as of ____, 2015 (the "Stock Purchase Agreement") between the Company and UHC.

(b) Within ten (10) business days of the occurrence a Redemption Event, a Stockholder shall provide written notice of the Redemption Event to the Company or the Company shall provide written notice to such Stockholder of the Company's discovery of the occurrence of a Redemption Event (the "Redemption Notice"). A Stockholder will have ten (10) business days from the date of the Company's receipt of the Redemption Notice or fifteen (15) business days from the date of the Stockholder's receipt of the Redemption Notice, as applicable (the "Cure Period"), to cure the action causing the Redemption Event. If a Stockholder fails to cure the action causing the Redemption Event during the Cure Period as determined by the Board in its sole and absolute discretion, the Company will have the right to redeem all of the Stockholder's Common Stock for the Purchase Price and upon the terms and conditions set forth in this Section 4 by providing written notice to the Stockholder within ten (10) business days from the expiration of the Cure Period, which such written notice will establish the date of closing of the redemption (the "Redemption Closing Date"); provided, however, that the Redemption Closing Date will not be less than fifteen (15) business days nor more than forty five (45) business days from the date the Company provides written notice to the Stockholder of the Company's election to redeem the Stockholder's Common Stock.

(c) On the Redemption Closing Date, the Stockholder shall surrender the stock certificate representing all Common Stock owned and held by the Stockholder and shall execute and deliver a stock power with respect to the stock certificate and such other documents and instruments as may be reasonably requested by the Company.

(d) The Purchase Price shall be payable in shares of such class or series of preferred stock of the Company as is determined by the Board in its sole and absolute discretion, in a number of shares of preferred stock equal to the quotient derived by dividing (i) the Purchase Price by (ii) 1,000. Any new class of preferred stock issued in connection with a Redemption Event under Section 4(a) shall have all of the same rights and obligations with respect to both the holders thereof and the Company as the Series B Termination Preferred Stock under the Restated Certificate existing on the date of this Agreement.

(e) For purposes of this Section 4:

i. “Academic Medical Center Affiliate” shall mean an Academic Medical Center (as such term is defined in the Restated Certificate) that is an affiliate of the Stockholder and a former member of UHC.

ii. “Adjusted Tangible Book Value” shall equal the difference between (i) the total assets of the Company as reflected on the Balance Sheet and (ii) the sum of (A) the total liabilities of the Company as reflected on the Balance Sheet, (B) the unamortized organizational expense, debt discount, goodwill and similar intangible assets of the Company reflected on the Balance Sheet, (C) the reserves of the Company for contingent liabilities deemed appropriate by the Board reflected on the Balance Sheet, (D) the capital, surplus and similar capital accounts of the Company representing Preferred Stock reflected on the Balance Sheet and (E) any Written Notices of Allocation.

iii. “Balance Sheet” shall mean the audited balance sheet of the Company as of the end of the fiscal year of the Company immediately prior to the exercise by the Corporation from time to time of any option pursuant to this Section 4. For purposes of preparing any balance sheet of the Company, the accounting principles or practices of the Company may be changed from those reflected in any prior balance sheet of the Company (or any of its predecessors) whenever the Board determines that such change is in the best interests of the Company.

iv. “Material Adverse Effect” shall mean any event, occurrence, fact, condition, or changes that is, or could reasonably be expected to become, individually or in the aggregate, materially adverse to the business, results of operations, condition (financial or otherwise) or assets of the Company; provided, however, that “Material Adverse Effect” shall not include any result, occurrence, fact, change, event, or effect arising out of or attributable to: (i) general business or economic conditions, including such conditions generally affecting the industries in which the Company operates, (ii) national or international political or social conditions, including the engagement by the United States in hostilities, whether or not as authorized by a declaration of a national emergency or war, or the occurrence of any military or terrorist attack upon the United States, or any of its territories, possessions, or diplomatic or consular offices or upon any military installation, equipment or personnel of the United States, (iii) changes in United States generally accepted accounting principles, or (iv) changes in laws, rules, or regulations or other binding directives issued by a federal, state, or local governmental authority.

v. “Purchase Price” shall equal (a) the quotient derived by dividing (i) the Adjusted Tangible Book Value by (ii) the number of Common Shares outstanding as of the purchase date, multiplied by (b) the number of shares of Common Stock held by the Stockholder; provided, however, that during the first eighteen (18) months following the closing of the transactions contemplated under the Stock Purchase Agreement (the “Initial Period”), the Adjusted Tangible Book Value shall be 0%; during the eighteen (18) months following the Initial Period (the “Secondary Period”), the Adjusted Tangible Book Value shall be 50%, and beginning on the first of the month following the Secondary Period, the Adjusted Tangible Book Value shall be 100%.

vi. “Written Notices of Allocation” means both Qualified Written Notices of Allocation and Nonqualified Written Notices of Allocation, as such terms are from time to time defined in Section 1388 of the Internal Revenue Code of 1986, as amended (or any successor thereto).

5. Reporting. Each Stockholder agrees that, whenever such Stockholder shall (a) desire or attempt to dispose of any Common Stock or any interest in any share of any class of stock of the Company held by such Stockholder (whether by sale, transfer, assignment, gift or in any other manner) or (b) suffer any other event by which any share of any class of stock of the Company held by such Stockholder is voluntarily or involuntarily transferred by operation of law or otherwise, such Stockholder must then promptly deliver to the Chair of the Board written notice thereof (including a description of all material facts) and any additional information with respect thereto as the Company shall reasonably request.

6. Additional Parties. Each Stockholder acknowledges and agrees that any person that at any time hereafter executes and delivers to the Company a written agreement substantially in the form of Exhibit B hereto (or any alternative form as may be approved from time to time in accordance with Section 8) or Exhibit C hereto and acquires one or more shares of Common Stock shall thereby become a party to and bound by this Agreement and a Stockholder hereunder.

7. Termination. Notwithstanding anything to the contrary, any Stockholder that ceases to hold a share of Common Stock thereupon also shall cease to be a party to and bound by this Agreement and to be a Stockholder hereunder (except that rights and obligations of such Stockholder arising pursuant to this Agreement prior to such time shall continue in full force and effect thereafter). Except as provided in this Section, each Stockholder shall continue to be a party to and bound by this Agreement and to be a Stockholder hereunder.

8. Amendments. This Agreement may be amended from time to time by the written agreement of the Stockholders that are the holders of at least a majority of the then issued and outstanding shares of Common Stock held by the Stockholders and with the approval of sixty-five percent (65%) of all of the members of the Board, and, as so amended, shall continue to be binding upon and enforceable against each Stockholder, the Company and each of their respective successors and assigns. The addition of any person as a party to this Agreement pursuant to Section 6 shall not require the approval or consent of any Stockholder and such person shall be deemed a Stockholder for all purposes thereafter. Any amendment may restate this Agreement in its entirety as amended.

9. Enforcement, Successors and Assigns. The terms Stockholder and Stockholders, as used in this Agreement, shall have the meanings, subject to Section 7, ascribed thereto in the first paragraph of this document. In no event shall the Company be deemed to be a Stockholder hereunder. This Agreement shall inure to the benefit of, and be binding upon and enforceable by and against, each Stockholder, the Company and their respective successors and assigns; provided, however, that no Stockholder may assign this Agreement or any of its right, title or interest herein to any other person. The term Company, as used in this Agreement, shall include, effective upon any Company merger with and into another corporation, the surviving corporation of such merger (or any successors or assigns of Company). No notice or other communication pursuant to this Agreement (which does not include any notice of any meeting of Stockholders of the Company) to any person shall be deemed to be delivered until actually received by such person. Any notice of any meeting of Stockholders of the Company required by the Restated Certificate, the Bylaws or any applicable statute may be delivered or given as therein provided. Except to the extent prohibited by applicable law (including but not limited to applicable case law), an applicable attorney general or similar opinion of a government official, a policy adopted by a board of regents or similar governing body, or another applicable limitation with respect to a particular Stockholder and/or its Academic Medical Center Affiliate that is a federal, state or local governmental entity, each Stockholder and/or its Academic Medical Center Affiliate hereby: (i) consents and submits to the jurisdiction of the courts of the state in which the principal office of the Company is located from time to time and the state of incorporation from time to time of the Company and of the courts of the United States for a judicial district within the territorial limits of each such state for all

purposes with respect to any action or proceeding in connection with this Agreement or any of the transactions contemplated hereby; and (ii) also consents and submits to the exclusive venue of any such action or proceeding in either the county (or such judicial district of any court of the United States as shall include the same) in which the principal office of the Company is located from time to time or the county (or such judicial district of any court of the United States as shall include the same) in which the registered agent of the Company in the state of incorporation from time to time of the Company is located from time to time. Each Stockholder further agrees that service of legal process in any action or proceeding related to this Agreement may be made upon it by mailing a copy thereof by certified mail, return receipt requested, postage prepaid, to the address of such Stockholder as it appears on the records of the Company (Attention: Chief Executive Officer and President).

10. Severability. In case this Agreement, or any one or more of the provisions hereof, shall be held to be invalid, illegal or unenforceable within any governmental jurisdiction or subdivision thereof, this Agreement or any such provision or provisions shall not as a consequence thereof be deemed to be invalid, illegal or unenforceable in any other governmental jurisdiction or subdivision thereof. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein and there shall be deemed substituted such other provision as will most nearly accomplish the intent of the parties to the extent permitted by applicable law.

11. Entire Agreement. This Agreement represents the entire understanding and agreement of the parties hereto regarding the subject matter hereof and all prior understandings and agreements regarding the subject matter hereof are merged into and superseded by this Agreement.

12. Headings. The captions set forth in this Agreement are for convenience only and shall not be considered as part of this Agreement or as in any way limiting or amplifying the terms hereof.

13. Governing Law. Except where the application of the law of another jurisdiction is required by applicable law (including but not limited to applicable case law), an applicable attorney general or similar opinion of a government official, a policy adopted by a board of regents or similar governing body, or another limitation applicable with respect to a particular Stockholder and/or its Academic Medical Center Affiliate that is a federal, state or local governmental entity, this Agreement shall be governed by and construed and enforced under the internal laws of the state of incorporation from time to time of the Company (and not its principles of conflicts of law).

14. Effective Date. This Agreement became effective on April 1, 2015.

15. Counterparts; Facsimile Signatures. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original Agreement, and all of which shall constitute one agreement between each of the parties hereto, notwithstanding that, all of the parties are not signatories to the original or the same counterpart. Each party hereto hereby acknowledges the effectiveness of, and agrees to accept, facsimile or portable document format (PDF) copies of signatures of any other party hereto for purposes of executing this Agreement; provided, however, that, any party executing this Agreement by facsimile or portable document format (PDF) copies of signatures shall provide any other party with the number of original signature pages as such other party may specify as soon as is reasonably practicable following a request for same by the other party.

16. Transfer Taxes. Each Stockholder shall pay all respective sales, transfer and documentary taxes, if any, payable in connection with the conveyances, assignments, transfers and deliveries to be made or permitted to be made by it pursuant to the terms of this Agreement.

17. Acknowledgement of Transfer of Common Stock. As soon as reasonably practicable after the date hereof, the Parties acknowledge and agree that, notwithstanding the terms and conditions of this Agreement, UHC will have the right to assign and transfer the shares of Common Stock received by UHC pursuant to the Stock Purchase Agreement. Subject to the conditions set forth in the Stock Purchase Agreement, UHC shall assign and transfer the Common Stock to its members or affiliates of such members (in the event that a member informs UHC that the Common Stock must be owned by an affiliate) as set forth on Exhibit E attached hereto. In exchange for receiving the shares of Common Stock, those members or affiliates of such members will either execute and deliver a counterpart of this Agreement or a joinder agreement in the form of Exhibit C pursuant to which, among other things, those members or affiliates of such members receiving shares of Common Stock from UHC will agree to be bound by the terms and conditions of this Agreement. The Parties, acknowledge and agree that, notwithstanding the terms and conditions of this Agreement, UHC will own and hold a certain number of shares of Common Stock received pursuant to the Stock Purchase Agreement until such time as UHC makes a final determination of its plan of distribution and dissolution, and, upon such final determination, UHC will assign and transfer those shares of Common Stock owned by UHC to its members or an affiliate of such member as set forth on Exhibit F attached hereto. Any Common Stock owned by UHC following the one (1) year anniversary of the closing of the transactions contemplated under the Stock Purchase Agreement will be subject to a Redemption Event pursuant to and in accordance with Section 4 if the member entitled to such Common Stock (or an affiliate of such member) has not signed a counterpart to this Agreement or a joinder agreement in the form of Exhibit C.

IN WITNESS WHEREOF, the Stockholders and the Company have become parties to and bound by this Agreement effective as of the first day above written.

VIZIENT INC.

By: _____
Name: Curt Nonomaque
Title: President and Chief Executive Officer

Exhibits A and B (pages 10-13) intentionally omitted by agreement of both parties.

Exhibits A and B (pages 10-13) intentionally omitted by agreement of both parties.

Exhibits A and B (pages 10-13) intentionally omitted by agreement of both parties.

Exhibits A and B (pages 10-13) intentionally omitted by agreement of both parties.

EXHIBIT C

[Date]

Stockholders and Board of Directors Vizient Inc.
220 East Las Colinas Boulevard
P. O. Box 140909
Irving, TX 75014-0909

Gentlemen:

The undersigned is a former member or an affiliate of a former member of University HealthSystem Consortium, an Illinois nonprofit corporation ("UHC"), which has received shares of common stock, par value \$1.00 per share (the "Desired Stock"), of Vizient, Inc. (the "Company") from UHC.

The undersigned has received and reviewed, among other documents, the Amended and Restated Certificate of Incorporation and Amended and Restated Bylaws of the Company, each as amended as of April 1, 2015, and the Eleventh Amended and Restated Stockholders' Agreement, dated as of April 1, 2015 (the "Stockholders' Agreement").

In exchange for the Desired Stock, the undersigned hereby agrees, joins, and consents to being bound to the Stockholders' Agreement and all of its terms and provisions as a "Stockholder" and all of the rights and obligations accorded to a Stockholder under the Stockholders' Agreement as if a signatory thereto, including any provisions of the Stockholders' Agreement that may apply to an Academic Medical Center Affiliate. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Stockholders' Agreement.

The undersigned hereby represents and warrants to you the following:

- a) This letter has been duly executed and delivered by the undersigned. The agreement of the undersigned contained herein and the Stockholders' Agreement are the legal, valid and binding obligations of the undersigned enforceable against the undersigned in accordance with their respective terms. The execution, delivery and performance of this letter and the Stockholders' Agreement have been duly authorized by the undersigned by all necessary action and the undersigned has full power and lawful authority to make and perform its obligations under this letter and the Stockholders' Agreement.
- b) The execution, delivery and performance of this letter and the Stockholders' Agreement do not and will not result in any breach or violation of, or constitute a default under, any provision of the undersigned's charter, bylaws or other governing documents, if the undersigned is a corporation, or its enabling legislation or governing documents, if the undersigned is a governmental unit or agency, or any contract, agreement, understanding or arrangement or any ruling, decree, judgment or order of any governmental authority to which the undersigned is a party or by which the undersigned is bound or affected or any law, statute, regulation or ordinance.
- c) The undersigned shall become a party to the Stockholders' Agreement and acquire the Desired Stock for its own account for the purpose of investment and not with a view to the distribution or resale thereof. The undersigned has such knowledge and experience in

financial and business matters that it is capable of evaluating the merits and risks of becoming a party to the Stockholders' Agreement and acquiring the Desired Stock. The undersigned further represents and warrants to the Company that the undersigned has executed this letter and acquired the Desired Stock for its own account for the purpose of investment and not with a view to the distribution or resale thereof, and that the undersigned has total assets in excess of \$5 million (provided, that if (i) financial statements of any other organization may be combined with those of the undersigned under generally accepted accounting principles and (ii) the undersigned possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of such other organization, then, for purposes of computing total assets of the undersigned, any assets of such other organization which may be included in combined financial statements of the undersigned under generally accepted accounting principles may be added to those of the undersigned).

- d) The name and address of the undersigned appearing below are the legal name and address of the undersigned.

The undersigned understands that the execution and delivery to the Company of this letter is a condition to the acquisition by the undersigned of the Desired Stock.

Very truly yours,

City and County of San Francisco, by and through the Department of Public Health, for Laguna Honda Hospital and Rehabilitation Center

By: _____

Name: Barbara A. Garcia, MPH
Title: Director of Health

Address: Department of Public Health
101 Grove Street, Room 308
San Francisco, California 94102

APPROVED AS TO FORM:
DENNIS J. HERRERA, City Attorney

By: _____
ARNULFO MEDINA
Deputy City Attorney

EXHIBIT D

INITIAL BOARD AND TERMS

The initial members of the Board of Directors of [Vizient] shall be as set forth below. The Directors on the initial Board of Directors of [Vizient] will serve for the following terms: four (4) Directors will serve for a term of three (3) years; five (5) Directors will serve for a term of four (4) years; five (5) Directors will serve for a term of five (5) years; and five (5) Directors will serve for a term of six (6) years; provided, however, that the Board of Directors of [Vizient], in its discretion and in circumstances it deems appropriate, may nominate a Director to serve additional one (1) year terms for three (3) consecutive years.

- Carl S. Armato, President and Chief Executive Officer, Novant Health, Inc., Charlotte, North Carolina (6 years)
- Timothy Babineau, President and Chief Executive Officer, Lifespan, Providence, Rhode Island (5 years)
- David P. Blom, President and Chief Executive Officer, OhioHealth, Columbus, Ohio (5 years)
- Jeffrey W. Bolton, Vice President, Administration and Chief Administrative Officer, Mayo Clinic, Rochester, Minnesota (5 years)
- Marna Borgstrom, President and Chief Executive Officer, Yale-New Haven Health System, New Haven, Connecticut – Chair of the Board (4 years)
- Michael Butler, President, Operations & Services, Providence Health & Services, Renton, Washington (6 years)
- Julian L. Carr, Partner and Senior Executive Advisor, Beecken Petty O’Keefe & Company, St. Louis, Missouri (3 years)
- Steven Corwin, MD, Chief Executive Officer, NewYork-Presbyterian Hospital, New York, New York (6 years)
- Patrick E. Fry, President and Chief Executive Officer, Sutter Health, Sacramento, California (3 years)
- Peter Geier, Chief Executive Officer, The Ohio State University Health System and Chief Operating Officer, The Ohio State University’s Wexner Medical Center, Columbus, Ohio (3 years)
- John B. Grotting, Consultant, Rancho Santa Fe, California (4 years)
- Dean Gruner, MD, President and CEO, ThedaCare, Neenah, Wisconsin (3 years)
- Catherine Jacobson, President and Chief Executive Officer, Froedtert Health, Milwaukee, Wisconsin (6 years)

- Bruce Lawrence, President and Chief Executive Officer, INTEGRIS Health, Inc., Oklahoma City, Oklahoma (4 years)
- Richard J. Liekweg, Executive Vice President, BJC Healthcare, St. Louis, Missouri (6 years)
- Curtis W. Nonomaque, President and Chief Executive Officer, VHA Inc., Irving, Texas (ex-officio)
- Bob Page, President and Chief Executive Officer, University of Kansas Hospital, Kansas City, Kansas (4 years)
- Ann Madden Rice, Chief Executive Officer, UC Davis Medical Center, Sacramento, California (4 years)
- Johnese Spisso, Chief Health System Officer, UW Health System and Vice President for Medical Affairs, University of Washington, Seattle, Washington (5 years)
- Dan Wolterman, President and Chief Executive Officer, Memorial Hermann Healthcare System, Houston, Texas (5 years)

EXHIBIT E

COMMON STOCK TO BE ISSUED TO UHC MEMBERS

EXHIBIT F

COMMON STOCK TO BE ISSUED TO UHC MEMBERS AFTER CLOSING

ELEVENTH AMENDED AND RESTATED

STOCKHOLDERS' AGREEMENT

THIS ELEVENTH AMENDED AND RESTATED STOCKHOLDERS' AGREEMENT (this "Agreement") is effective as of the 1st day of April, 2015, by and among Vizient Inc., a Delaware corporation (the "Company") and each party that owns or holds any shares of common stock, par value of \$1.00 per share (the "Common Stock") of the Company, including, without limitation, each party that executes and delivers to the Company a written agreement substantially in the form of Exhibit A hereto or that hereafter executes and delivers to the Company a written agreement substantially in the form of Exhibit B hereto (or any alternative form as may be approved from time to time in accordance with Section 8) or that hereafter executes and deliver to the Company a written agreement substantially in the form of Exhibit C hereto, and, in any case, acquires any shares of Common Stock. Exhibit A, Exhibit B, and Exhibit C are incorporated herein and constitute part of this Agreement. For the purpose of this Agreement, each holder of Common Stock that is a party to this Agreement is referred to herein individually as a "Stockholder" and collectively as the "Stockholders," provided, however, that the Company shall not be deemed a Stockholder. The Company and a Stockholder or the Stockholders are referred to in this Agreement individually as a "Party" and, collectively, as the "Parties."

RECITALS

WHEREAS, each party that shall become a party hereto by executing and delivering to the Company a written agreement substantially in the form of Exhibit A hereto and each party that subsequently shall become a party hereto by executing and delivering to the Company a written agreement substantially in the form of Exhibit B hereto (or any alternative form as may be approved from time to time in accordance with Section 8) owns beneficially and of record Common Stock;

WHEREAS, this Agreement amends and restates the Tenth Amended and Restated Stockholders' Agreement dated January 1, 2013 (the "Tenth Stockholders' Agreement") to read in its entirety as set forth in this Agreement; and therefore, pursuant to Section 12 of the Tenth Stockholders' Agreement, this Agreement shall become binding upon and enforceable against each party to the Tenth Stockholders' Agreement and their respective successors and assigns upon the approval of this Agreement by the President of the Company and by the holders of a majority of the issued and outstanding shares of Common Stock who are parties to the Tenth Stockholders' Agreement; and

WHEREAS, after careful deliberation and negotiations, each Stockholder believes that it is in its best interests and the best interests of the Company, and necessary for the protection of its financial interests in the Company and a harmonious relationship among the Stockholders of the Company, to enter into this Agreement in order to address certain affairs of the Company and the Stockholders.

NOW, THEREFORE, for and in consideration of the premises, mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, each Stockholder hereby agrees that the Tenth Stockholders' Agreement hereby is amended and restated in its entirety, and each Stockholder hereby agrees, as follows:

TERMS AND CONDITIONS

1. Restated Certificate and Bylaws. Each Stockholder assents to and agrees to be bound by and to comply with the terms and provisions of the Amended and Restated Certificate of Incorporation of the Company, as amended on [_____, 2015] and thereafter amended from time to time (the "Restated Certificate"), and of the Amended and Restated Bylaws of the Company, as amended on [_____, 2015]

and thereafter amended from time to time (the “Bylaws”), including, without limitation, the restrictions on ownership and transferability of shares of Common Stock set forth in the Restated Certificate and the Bylaws, to the same extent as if such Stockholder voted in favor of the adoption of such Restated Certificate and such Bylaws. The Company and each Stockholder shall take all Necessary Action (as defined below) to cause the persons set forth on Exhibit D hereto to serve on the Board for the terms set forth therein. For purposes of this Section 1, “Necessary Action” shall mean, with respect to a specified result, all actions (to the extent such actions are permitted by applicable law and, in the case of any action by the Company that requires a vote or other action on the part of the Board, to the extent such action is consistent with the fiduciary duties that the Company’s directors may have in such capacity) necessary to cause such result including, but not limited to: (i) the inclusion of an individual in the slate of nominees to the Board recommended to the stockholders of the Company; (ii) soliciting proxies or consents in favor of the election of an individual to the Board; and (iii) voting (whether at an annual or special meeting) or providing a written consent or proxy with respect to shares of Common Stock. In addition, the Company and each Stockholder shall take all Necessary Action to cause the Chief Executive Officer and President of the Company to serve as an *ex-officio* voting member of the Board.

2. Transfer and Issuance Restrictions. Except as set forth in this Agreement, no Stockholder shall dispose of any shares of Common Stock or any other security of the Company or any interest therein (whether by sale, transfer, assignment, gift or in any other manner) except to the Company or pursuant to a merger, consolidation, or dissolution of the Company, or following the sale of all or substantially of the assets of the Company. Further the Company may not issue any share of Common Stock to any person, other than the Company or pursuant to any merger of the Company, without the prior approval of the Company’s board of directors (the “Board”). With respect to the issuance of any Common Stock to any person, upon the approval of the Board, such person must (a) execute and deliver to the Company a written agreement substantially in the form of Exhibit B hereto (or any alternative form as may be approved from time to time in accordance with Section 8); provided, that such person need not execute and deliver such a written agreement if such person, at the time of such disposition or issuance, already is a party to and bound by this Agreement and a Stockholder hereunder, and (b) must be qualified under the Restated Certificate and the Bylaws to become a holder of such share of Common Stock. Without the prior approval of the Board, no Stockholder shall permit any person (other than such Stockholder) to have any beneficial ownership interest in a share of Common Stock or any other security of the Company held by such Stockholder. Any disposition of a share of Common Stock or any other security of the Company made in violation of this Agreement shall not be valid or enforceable and shall be null and void ab initio, and the Company may refuse to register or recognize any such disposition.

3. Securities Law Restrictions. Each Stockholder acknowledges that no share of any class of stock of the Company (including Common Stock) and no other security of the Company has been registered under the Securities Act of 1933, as amended or the rules and regulations promulgated thereunder (the “Act”) or under any state securities or blue sky law (“Blue Sky Law”); and, therefore, no such share of stock (including Common Stock) or other security of the Company can be sold, transferred, pledged or otherwise disposed of without registration under the Act and under any applicable Blue Sky Law (none of which registrations the Company shall have any obligation to permit or undertake) or unless an exemption from registration thereunder is available. Each Stockholder agrees not to sell, transfer, pledge or otherwise dispose of any share of stock of the Company (including Common Stock) or any other security of the Company (or any interest therein) without registration under the Act and under any applicable Blue Sky Law or without delivering to the Company an opinion of counsel, in form and substance satisfactory to the Company, to the effect that such sale, transfer, pledge or other disposition and any execution and delivery by the transferee of a written agreement substantially in the form of Exhibit B hereto (or any alternative form as may be approved from time to time in accordance with Section 8) in connection therewith are exempt from registration under the Act and do not violate any applicable Blue Sky Law. Each Stockholder agrees that each certificate representing any share of any

class of stock of the Company may bear a legend with respect to the foregoing, with respect to such other transfer restrictions and the qualifications of any holder of any share of any class of stock of the Company which may be set forth in this Agreement, in the Restated Certificate (including any certificate of designation relating to preferred stock issued by the Company), in the Bylaws or in any other written agreement among the Stockholders and with respect to other matters required by law or otherwise deemed appropriate by the Stockholders or the Board from time to time to be set forth therein, and each Stockholder shall surrender to the Company, at its request from time to time, any stock certificate representing any share of any class of stock of the Company held by such Stockholder in exchange for a replacement stock certificate with such a legend.

4. Redemption.

(a) Upon the occurrence of any of the following events with respect to a Stockholder (each, a "Redemption Event"), the Company has the option, in the sole discretion of the Board, to redeem and purchase the Common Stock held by any Stockholder as provided in this Section 4:

i. Except as set forth in Section 17, a Stockholder desires or attempts to give, sell, exchange, assign, transfer, pledge, hypothecate, bequeath, devise, or otherwise dispose of any share of Common Stock, or an Academic Medical Center Affiliate causes its Stockholder to attempt to give, sell, exchange, assign, transfer, pledge, hypothecate, bequest, devise, or otherwise dispose of any share of Common Stock;

ii. Except as set forth in Section 17, a Stockholder's Common Stock is transferred by operation of law, including, without limitation, the entry of an order for relief against a Stockholder under the United States Bankruptcy Code, the insolvency of a Stockholder under any state insolvency act or any other event of "bankruptcy" with respect to such Stockholder, under levy of attachment or charging order or upon foreclosure of a pledge or security interest in a Stockholder's Common Stock, or otherwise;

iii. A Stockholder or, in the case of a Stockholder that has an Academic Medical Center Affiliate, its Academic Medical Center Affiliate undergoes a "Change of Control." For purposes of this Agreement, a "Change of Control" shall mean any event by which the activities, affairs, operation or ability to set the direction of a Stockholder or, in the case of a Stockholder that has an Academic Medical Center Affiliate, its Academic Medical Center Affiliate, or its facilities is transferred, whether by merger, direct or indirect transfer of ownership, sale of assets, agreement, lease, management contract, voting agreement, operation of law or otherwise; provided, however, that the routine election of trustees or directors of a Stockholder or, in the case of a Stockholder that has an Academic Medical Center Affiliate, its Academic Medical Center Affiliate shall not constitute a Change of Control;

iv. A Stockholder is in material default under, or materially breaches, any term or condition of this Agreement;

v. Except as set forth in Section 17, a Stockholder or its Academic Medical Center Affiliate (other than a Stockholder investing in securities of the Company subsequent to the date hereof that the Board determines to be exempt from this Section 4(a)(v)) fails to participate at a reasonable level in the programs or services of the Company, its subsidiaries, or affiliates, such level of participation to be annually determined by the Board, in its sole and absolute discretion;

vi. Except as set forth in Section 17, a Stockholder or its Academic Medical Center Affiliate engages in conduct that could reasonably be anticipated to have a Material Adverse Effect on the value of the Company's brand, the Company, a subsidiary of the Company, a line of business of the Company or a subsidiary of the Company, or any service or product offering of the Company or a subsidiary of the Company to its customers;

vii. A Stockholder or its Academic Medical Center Affiliate engages in conduct that would constitute an event of default, breach, or noncompliance under any agreement or license of the Company or its subsidiaries or affiliates; or

viii. As set forth in Section 17, the failure of University HealthSystem Consortium, an Illinois nonprofit corporation ("UHC"), to deliver to the Company a counterpart of this Agreement or a joinder agreement in the form of Exhibit C from one of its members or an affiliate of such member prior to the one (1) year anniversary of the closing of the transactions contemplated under that certain Stock Purchase Agreement dated as of ____, 2015 (the "Stock Purchase Agreement") between the Company and UHC.

(b) Within ten (10) business days of the occurrence a Redemption Event, a Stockholder shall provide written notice of the Redemption Event to the Company or the Company shall provide written notice to such Stockholder of the Company's discovery of the occurrence of a Redemption Event (the "Redemption Notice"). A Stockholder will have ten (10) business days from the date of the Company's receipt of the Redemption Notice or fifteen (15) business days from the date of the Stockholder's receipt of the Redemption Notice, as applicable (the "Cure Period"), to cure the action causing the Redemption Event. If a Stockholder fails to cure the action causing the Redemption Event during the Cure Period as determined by the Board in its sole and absolute discretion, the Company will have the right to redeem all of the Stockholder's Common Stock for the Purchase Price and upon the terms and conditions set forth in this Section 4 by providing written notice to the Stockholder within ten (10) business days from the expiration of the Cure Period, which such written notice will establish the date of closing of the redemption (the "Redemption Closing Date"); provided, however, that the Redemption Closing Date will not be less than fifteen (15) business days nor more than forty five (45) business days from the date the Company provides written notice to the Stockholder of the Company's election to redeem the Stockholder's Common Stock.

(c) On the Redemption Closing Date, the Stockholder shall surrender the stock certificate representing all Common Stock owned and held by the Stockholder and shall execute and deliver a stock power with respect to the stock certificate and such other documents and instruments as may be reasonably requested by the Company.

(d) The Purchase Price shall be payable in shares of such class or series of preferred stock of the Company as is determined by the Board in its sole and absolute discretion, in a number of shares of preferred stock equal to the quotient derived by dividing (i) the Purchase Price by (ii) 1,000. Any new class of preferred stock issued in connection with a Redemption Event under Section 4(a) shall have all of the same rights and obligations with respect to both the holders thereof and the Company as the Series B Termination Preferred Stock under the Restated Certificate existing on the date of this Agreement.

(e) For purposes of this Section 4:

i. “Academic Medical Center Affiliate” shall mean an Academic Medical Center (as such term is defined in the Restated Certificate) that is an affiliate of the Stockholder and a former member of UHC.

ii. “Adjusted Tangible Book Value” shall equal the difference between (i) the total assets of the Company as reflected on the Balance Sheet and (ii) the sum of (A) the total liabilities of the Company as reflected on the Balance Sheet, (B) the unamortized organizational expense, debt discount, goodwill and similar intangible assets of the Company reflected on the Balance Sheet, (C) the reserves of the Company for contingent liabilities deemed appropriate by the Board reflected on the Balance Sheet, (D) the capital, surplus and similar capital accounts of the Company representing Preferred Stock reflected on the Balance Sheet and (E) any Written Notices of Allocation.

iii. “Balance Sheet” shall mean the audited balance sheet of the Company as of the end of the fiscal year of the Company immediately prior to the exercise by the Corporation from time to time of any option pursuant to this Section 4. For purposes of preparing any balance sheet of the Company, the accounting principles or practices of the Company may be changed from those reflected in any prior balance sheet of the Company (or any of its predecessors) whenever the Board determines that such change is in the best interests of the Company.

iv. “Material Adverse Effect” shall mean any event, occurrence, fact, condition, or changes that is, or could reasonably be expected to become, individually or in the aggregate, materially adverse to the business, results of operations, condition (financial or otherwise) or assets of the Company; provided, however, that “Material Adverse Effect” shall not include any result, occurrence, fact, change, event, or effect arising out of or attributable to: (i) general business or economic conditions, including such conditions generally affecting the industries in which the Company operates, (ii) national or international political or social conditions, including the engagement by the United States in hostilities, whether or not as authorized by a declaration of a national emergency or war, or the occurrence of any military or terrorist attack upon the United States, or any of its territories, possessions, or diplomatic or consular offices or upon any military installation, equipment or personnel of the United States, (iii) changes in United States generally accepted accounting principles, or (iv) changes in laws, rules, or regulations or other binding directives issued by a federal, state, or local governmental authority.

v. “Purchase Price” shall equal (a) the quotient derived by dividing (i) the Adjusted Tangible Book Value by (ii) the number of Common Shares outstanding as of the purchase date, multiplied by (b) the number of shares of Common Stock held by the Stockholder; provided, however, that during the first eighteen (18) months following the closing of the transactions contemplated under the Stock Purchase Agreement (the “Initial Period”), the Adjusted Tangible Book Value shall be 0%; during the eighteen (18) months following the Initial Period (the “Secondary Period”), the Adjusted Tangible Book Value shall be 50%, and beginning on the first of the month following the Secondary Period, the Adjusted Tangible Book Value shall be 100%.

vi. “Written Notices of Allocation” means both Qualified Written Notices of Allocation and Nonqualified Written Notices of Allocation, as such terms are from time to time defined in Section 1388 of the Internal Revenue Code of 1986, as amended (or any successor thereto).

5. Reporting. Each Stockholder agrees that, whenever such Stockholder shall (a) desire or attempt to dispose of any Common Stock or any interest in any share of any class of stock of the Company held by such Stockholder (whether by sale, transfer, assignment, gift or in any other manner) or (b) suffer any other event by which any share of any class of stock of the Company held by such Stockholder is voluntarily or involuntarily transferred by operation of law or otherwise, such Stockholder must then promptly deliver to the Chair of the Board written notice thereof (including a description of all material facts) and any additional information with respect thereto as the Company shall reasonably request.

6. Additional Parties. Each Stockholder acknowledges and agrees that any person that at any time hereafter executes and delivers to the Company a written agreement substantially in the form of Exhibit B hereto (or any alternative form as may be approved from time to time in accordance with Section 8) or Exhibit C hereto and acquires one or more shares of Common Stock shall thereby become a party to and bound by this Agreement and a Stockholder hereunder.

7. Termination. Notwithstanding anything to the contrary, any Stockholder that ceases to hold a share of Common Stock thereupon also shall cease to be a party to and bound by this Agreement and to be a Stockholder hereunder (except that rights and obligations of such Stockholder arising pursuant to this Agreement prior to such time shall continue in full force and effect thereafter). Except as provided in this Section, each Stockholder shall continue to be a party to and bound by this Agreement and to be a Stockholder hereunder.

8. Amendments. This Agreement may be amended from time to time by the written agreement of the Stockholders that are the holders of at least a majority of the then issued and outstanding shares of Common Stock held by the Stockholders and with the approval of sixty-five percent (65%) of all of the members of the Board, and, as so amended, shall continue to be binding upon and enforceable against each Stockholder, the Company and each of their respective successors and assigns. The addition of any person as a party to this Agreement pursuant to Section 6 shall not require the approval or consent of any Stockholder and such person shall be deemed a Stockholder for all purposes thereafter. Any amendment may restate this Agreement in its entirety as amended.

9. Enforcement, Successors and Assigns. The terms Stockholder and Stockholders, as used in this Agreement, shall have the meanings, subject to Section 7, ascribed thereto in the first paragraph of this document. In no event shall the Company be deemed to be a Stockholder hereunder. This Agreement shall inure to the benefit of, and be binding upon and enforceable by and against, each Stockholder, the Company and their respective successors and assigns; provided, however, that no Stockholder may assign this Agreement or any of its right, title or interest herein to any other person. The term Company, as used in this Agreement, shall include, effective upon any Company merger with and into another corporation, the surviving corporation of such merger (or any successors or assigns of Company). No notice or other communication pursuant to this Agreement (which does not include any notice of any meeting of Stockholders of the Company) to any person shall be deemed to be delivered until actually received by such person. Any notice of any meeting of Stockholders of the Company required by the Restated Certificate, the Bylaws or any applicable statute may be delivered or given as therein provided. Except to the extent prohibited by applicable law (including but not limited to applicable case law), an applicable attorney general or similar opinion of a government official, a policy adopted by a board of regents or similar governing body, or another applicable limitation with respect to a particular Stockholder and/or its Academic Medical Center Affiliate that is a federal, state or local governmental entity, each Stockholder and/or its Academic Medical Center Affiliate hereby: (i) consents and submits to the jurisdiction of the courts of the state in which the principal office of the Company is located from time to time and the state of incorporation from time to time of the Company and of the courts of the United States for a judicial district within the territorial limits of each such state for all

purposes with respect to any action or proceeding in connection with this Agreement or any of the transactions contemplated hereby; and (ii) also consents and submits to the exclusive venue of any such action or proceeding in either the county (or such judicial district of any court of the United States as shall include the same) in which the principal office of the Company is located from time to time or the county (or such judicial district of any court of the United States as shall include the same) in which the registered agent of the Company in the state of incorporation from time to time of the Company is located from time to time. Each Stockholder further agrees that service of legal process in any action or proceeding related to this Agreement may be made upon it by mailing a copy thereof by certified mail, return receipt requested, postage prepaid, to the address of such Stockholder as it appears on the records of the Company (Attention: Chief Executive Officer and President).

10. Severability. In case this Agreement, or any one or more of the provisions hereof, shall be held to be invalid, illegal or unenforceable within any governmental jurisdiction or subdivision thereof, this Agreement or any such provision or provisions shall not as a consequence thereof be deemed to be invalid, illegal or unenforceable in any other governmental jurisdiction or subdivision thereof. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein and there shall be deemed substituted such other provision as will most nearly accomplish the intent of the parties to the extent permitted by applicable law.

11. Entire Agreement. This Agreement represents the entire understanding and agreement of the parties hereto regarding the subject matter hereof and all prior understandings and agreements regarding the subject matter hereof are merged into and superseded by this Agreement.

12. Headings. The captions set forth in this Agreement are for convenience only and shall not be considered as part of this Agreement or as in any way limiting or amplifying the terms hereof.

13. Governing Law. Except where the application of the law of another jurisdiction is required by applicable law (including but not limited to applicable case law), an applicable attorney general or similar opinion of a government official, a policy adopted by a board of regents or similar governing body, or another limitation applicable with respect to a particular Stockholder and/or its Academic Medical Center Affiliate that is a federal, state or local governmental entity, this Agreement shall be governed by and construed and enforced under the internal laws of the state of incorporation from time to time of the Company (and not its principles of conflicts of law).

14. Effective Date. This Agreement became effective on April 1, 2015.

15. Counterparts; Facsimile Signatures. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original Agreement, and all of which shall constitute one agreement between each of the parties hereto, notwithstanding that, all of the parties are not signatories to the original or the same counterpart. Each party hereto hereby acknowledges the effectiveness of, and agrees to accept, facsimile or portable document format (PDF) copies of signatures of any other party hereto for purposes of executing this Agreement; provided, however, that, any party executing this Agreement by facsimile or portable document format (PDF) copies of signatures shall provide any other party with the number of original signature pages as such other party may specify as soon as is reasonably practicable following a request for same by the other party.

16. Transfer Taxes. Each Stockholder shall pay all respective sales, transfer and documentary taxes, if any, payable in connection with the conveyances, assignments, transfers and deliveries to be made or permitted to be made by it pursuant to the terms of this Agreement.

17. Acknowledgement of Transfer of Common Stock. As soon as reasonably practicable after the date hereof, the Parties acknowledge and agree that, notwithstanding the terms and conditions of this Agreement, UHC will have the right to assign and transfer the shares of Common Stock received by UHC pursuant to the Stock Purchase Agreement. Subject to the conditions set forth in the Stock Purchase Agreement, UHC shall assign and transfer the Common Stock to its members or affiliates of such members (in the event that a member informs UHC that the Common Stock must be owned by an affiliate) as set forth on Exhibit E attached hereto. In exchange for receiving the shares of Common Stock, those members or affiliates of such members will either execute and deliver a counterpart of this Agreement or a joinder agreement in the form of Exhibit C pursuant to which, among other things, those members or affiliates of such members receiving shares of Common Stock from UHC will agree to be bound by the terms and conditions of this Agreement. The Parties acknowledge and agree that, notwithstanding the terms and conditions of this Agreement, UHC will own and hold a certain number of shares of Common Stock received pursuant to the Stock Purchase Agreement until such time as UHC makes a final determination of its plan of distribution and dissolution, and, upon such final determination, UHC will assign and transfer those shares of Common Stock owned by UHC to its members or an affiliate of such member as set forth on Exhibit F attached hereto. Any Common Stock owned by UHC following the one (1) year anniversary of the closing of the transactions contemplated under the Stock Purchase Agreement will be subject to a Redemption Event pursuant to and in accordance with Section 4 if the member entitled to such Common Stock (or an affiliate of such member) has not signed a counterpart to this Agreement or a joinder agreement in the form of Exhibit C.

IN WITNESS WHEREOF, the Stockholders and the Company have become parties to and bound by this Agreement effective as of the first day above written.

VIZIENT INC.

By: _____
Name: Curt Nonomaque
Title: President and Chief Executive Officer

Exhibits A and B (pages 10-13) intentionally omitted by agreement of both parties.

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Exhibits A and B (pages 10-13) intentionally omitted by agreement of both parties.

EXHIBIT C

[Date]

Stockholders and Board of Directors Vizient Inc.
220 East Las Colinas Boulevard
P. O. Box 140909
Irving, TX 75014-0909

Gentlemen:

The undersigned is a former member or an affiliate of a former member of University HealthSystem Consortium, an Illinois nonprofit corporation ("UHC"), which has received shares of common stock, par value \$1.00 per share (the "Desired Stock"), of Vizient, Inc. (the "Company") from UHC.

The undersigned has received and reviewed, among other documents, the Amended and Restated Certificate of Incorporation and Amended and Restated Bylaws of the Company, each as amended as of April 1, 2015, and the Eleventh Amended and Restated Stockholders' Agreement, dated as of April 1, 2015 (the "Stockholders' Agreement").

In exchange for the Desired Stock, the undersigned hereby agrees, joins, and consents to being bound to the Stockholders' Agreement and all of its terms and provisions as a "Stockholder" and all of the rights and obligations accorded to a Stockholder under the Stockholders' Agreement as if a signatory thereto, including any provisions of the Stockholders' Agreement that may apply to an Academic Medical Center Affiliate. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Stockholders' Agreement.

The undersigned hereby represents and warrants to you the following:

- a) This letter has been duly executed and delivered by the undersigned. The agreement of the undersigned contained herein and the Stockholders' Agreement are the legal, valid and binding obligations of the undersigned enforceable against the undersigned in accordance with their respective terms. The execution, delivery and performance of this letter and the Stockholders' Agreement have been duly authorized by the undersigned by all necessary action and the undersigned has full power and lawful authority to make and perform its obligations under this letter and the Stockholders' Agreement.
- b) The execution, delivery and performance of this letter and the Stockholders' Agreement do not and will not result in any breach or violation of, or constitute a default under, any provision of the undersigned's charter, bylaws or other governing documents, if the undersigned is a corporation, or its enabling legislation or governing documents, if the undersigned is a governmental unit or agency, or any contract, agreement, understanding or arrangement or any ruling, decree, judgment or order of any governmental authority to which the undersigned is a party or by which the undersigned is bound or affected or any law, statute, regulation or ordinance.
- c) The undersigned shall become a party to the Stockholders' Agreement and acquire the Desired Stock for its own account for the purpose of investment and not with a view to the distribution or resale thereof. The undersigned has such knowledge and experience in

financial and business matters that it is capable of evaluating the merits and risks of becoming a party to the Stockholders' Agreement and acquiring the Desired Stock. The undersigned further represents and warrants to the Company that the undersigned has executed this letter and acquired the Desired Stock for its own account for the purpose of investment and not with a view to the distribution or resale thereof, and that the undersigned has total assets in excess of \$5 million (provided, that if (i) financial statements of any other organization may be combined with those of the undersigned under generally accepted accounting principles and (ii) the undersigned possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of such other organization, then, for purposes of computing total assets of the undersigned, any assets of such other organization which may be included in combined financial statements of the undersigned under generally accepted accounting principles may be added to those of the undersigned).

- d) The name and address of the undersigned appearing below are the legal name and address of the undersigned.

The undersigned understands that the execution and delivery to the Company of this letter is a condition to the acquisition by the undersigned of the Desired Stock.

Very truly yours,

City and County of San Francisco, by and through the Department of Public Health, for Zuckerberg San Francisco General Hospital and Trauma Center

By: _____

Name: Barbara A. Garcia, MPH
Title: Director of Health

Address: Department of Public Health
101 Grove Street, Room 308
San Francisco, California 94102

APPROVED AS TO FORM:
DENNIS J. HERRERA, City Attorney

By: _____
ARNULFO MEDINA
Deputy City Attorney

EXHIBIT D

INITIAL BOARD AND TERMS

The initial members of the Board of Directors of [Vizient] shall be as set forth below. The Directors on the initial Board of Directors of [Vizient] will serve for the following terms: four (4) Directors will serve for a term of three (3) years; five (5) Directors will serve for a term of four (4) years; five (5) Directors will serve for a term of five (5) years; and five (5) Directors will serve for a term of six (6) years; provided, however, that the Board of Directors of [Vizient], in its discretion and in circumstances it deems appropriate, may nominate a Director to serve additional one (1) year terms for three (3) consecutive years.

- Carl S. Armato, President and Chief Executive Officer, Novant Health, Inc., Charlotte, North Carolina (6 years)
- Timothy Babineau, President and Chief Executive Officer, Lifespan, Providence, Rhode Island (5 years)
- David P. Blom, President and Chief Executive Officer, OhioHealth, Columbus, Ohio (5 years)
- Jeffrey W. Bolton, Vice President, Administration and Chief Administrative Officer, Mayo Clinic, Rochester, Minnesota (5 years)
- Marna Borgstrom, President and Chief Executive Officer, Yale-New Haven Health System, New Haven, Connecticut – Chair of the Board (4 years)
- Michael Butler, President, Operations & Services, Providence Health & Services, Renton, Washington (6 years)
- Julian L. Carr, Partner and Senior Executive Advisor, Beecken Petty O’Keefe & Company, St. Louis, Missouri (3 years)
- Steven Corwin, MD, Chief Executive Officer, NewYork-Presbyterian Hospital, New York, New York (6 years)
- Patrick E. Fry, President and Chief Executive Officer, Sutter Health, Sacramento, California (3 years)
- Peter Geier, Chief Executive Officer, The Ohio State University Health System and Chief Operating Officer, The Ohio State University’s Wexner Medical Center, Columbus, Ohio (3 years)
- John B. Grotting, Consultant, Rancho Santa Fe, California (4 years)
- Dean Gruner, MD, President and CEO, ThedaCare, Neenah, Wisconsin (3 years)
- Catherine Jacobson, President and Chief Executive Officer, Froedtert Health, Milwaukee, Wisconsin (6 years)

- Bruce Lawrence, President and Chief Executive Officer, INTEGRIS Health, Inc., Oklahoma City, Oklahoma (4 years)
- Richard J. Liekweg, Executive Vice President, BJC Healthcare, St. Louis, Missouri (6 years)
- Curtis W. Nonomaque, President and Chief Executive Officer, VHA Inc., Irving, Texas (ex-officio)
- Bob Page, President and Chief Executive Officer, University of Kansas Hospital, Kansas City, Kansas (4 years)
- Ann Madden Rice, Chief Executive Officer, UC Davis Medical Center, Sacramento, California (4 years)
- Johnese Spisso, Chief Health System Officer, UW Health System and Vice President for Medical Affairs, University of Washington, Seattle, Washington (5 years)
- Dan Wolterman, President and Chief Executive Officer, Memorial Hermann Healthcare System, Houston, Texas (5 years)

EXHIBIT E

COMMON STOCK TO BE ISSUED TO UHC MEMBERS

EXHIBIT E

COMMON STOCK TO BE ISSUED TO UHC MEMBERS AFTER CLOSING

Stockholders and Board of Directors of Vizient, Inc.
290 E. John Carpenter Freeway
Irving, Texas 75062

To Whom It May Concern:

The undersigned is a member or former member or an affiliate of a member or former member of University HealthSystem Consortium, an Illinois nonprofit corporation ("UHC"), which has received shares of common stock, par value \$1.00 per share (the "Desired Stock") of Vizient, Inc., a Delaware corporation (the "Company") from UHC. Immediately prior to the closing of the transactions contemplated under the Stock Purchase Agreement (as defined in the Stockholders' Agreement), the Company changed its name from VHA.

The undersigned has received and reviewed, among other documents, the Amended and Restated Certificate of Incorporation and Amended and Restated Bylaws of the Company, each as amended as of the closing of the transactions contemplated in the Stock Purchase Agreement, and the Eleventh Amended and Restated Stockholders' Agreement (the "Stockholders' Agreement"), dated as of the closing of the transactions contemplated under the Stock Purchase Agreement.

In exchange for the Desired Stock, the undersigned hereby agrees, joins, and consents to being bound to the Stockholders' Agreement and all of its terms and provisions as a "Stockholder" and all of the rights and obligations accorded to a Stockholder under the Stockholders' Agreement as if a signatory thereto, including any provisions of the Stockholders' Agreement that may apply to an Academic Medical Center Affiliate. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Stockholders' Agreement.

The undersigned hereby represents and warrants to you the following:

- a) This letter has been duly executed and delivered by the undersigned. The agreement of the undersigned contained herein and the Stockholders' Agreement are the legal, valid and binding obligations of the undersigned enforceable against the undersigned in accordance with their respective terms. The execution, delivery and performance of this letter and the Stockholders' Agreement have been duly authorized by the undersigned by all necessary action and the undersigned has full power and lawful authority to make and perform its obligations under this letter and the Stockholders' Agreement.
- b) The execution, delivery and performance of this letter and the Stockholders' Agreement do not and will not result in any breach or violation of, or constitute a default under, any provision of the undersigned's charter, bylaws or other governing documents, if the undersigned is a corporation, or its enabling legislation or governing documents, if the undersigned is a governmental unit or agency, or any contract, agreement, understanding or arrangement or any ruling, decree, judgment or order of any governmental authority to which the undersigned is a party or by which the undersigned is bound or affected or any law, statute, regulation or ordinance.
- c) The undersigned shall become a party to the Stockholders' Agreement and acquire the Desired Stock for its own account for the purpose of investment and not with a view to the distribution or resale thereof. The undersigned has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of becoming a party to the Stockholders' Agreement and acquiring the Desired Stock. The undersigned further represents and warrants to the Company that the undersigned has executed this letter and acquired the Desired Stock for its own account for the purpose of

investment and not with a view to the distribution or resale thereof, and that the undersigned has total assets in excess of \$5 million (provided, that if (i) financial statements of any other organization may be combined with those of the undersigned under generally accepted accounting principles and (ii) the undersigned possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of such other organization, then, for purposes of computing total assets of the undersigned, any assets of such other organization which may be included in combined financial statements of the undersigned under generally accepted accounting principles may be added to those of the undersigned).

- d) The name and address of the undersigned appearing below are the legal name and address of the undersigned.

The undersigned understands that the execution and delivery to the Company of this letter is a condition to the acquisition by the undersigned of the Desired Stock.

Very truly yours,

City and County of San Francisco, by and through the Department of Public Health, for
Zuckerberg San Francisco General Hospital and Trauma Center
Name of Stockholder

By: _____
Name: Barbara A. Garcia, MPH
Title: Director of Health

Address: Department of Public Health
101 Grove Street, Room 308
San Francisco, California 94102

The undersigned, as a member or former member of UHC, hereby agrees and consents to the ownership of the Desired Stock by the Stockholder.

City and County of San Francisco, by and through the Department of Public Health, for Zuckerberg
San Francisco General Hospital and Trauma Center
Name of Member

By: _____
Name: Barbara A. Garcia, MPH
Title: Director of Health

APPROVED AS TO FORM:
DENNIS J. HERRERA, City Attorney

By: _____
ARNULFO MEDINA
Deputy City Attorney

Stockholders and Board of Directors of Vizient, Inc.
290 E. John Carpenter Freeway
Irving, Texas 75062

To Whom It May Concern:

The undersigned is a member or former member or an affiliate of a member or former member of University HealthSystem Consortium, an Illinois nonprofit corporation ("UHC"), which has received shares of common stock, par value \$1.00 per share (the "Desired Stock") of Vizient, Inc., a Delaware corporation (the "Company") from UHC. Immediately prior to the closing of the transactions contemplated under the Stock Purchase Agreement (as defined in the Stockholders' Agreement), the Company changed its name from VHA.

The undersigned has received and reviewed, among other documents, the Amended and Restated Certificate of Incorporation and Amended and Restated Bylaws of the Company, each as amended as of the closing of the transactions contemplated in the Stock Purchase Agreement, and the Eleventh Amended and Restated Stockholders' Agreement (the "Stockholders' Agreement"), dated as of the closing of the transactions contemplated under the Stock Purchase Agreement.

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- a) This letter has been duly executed and delivered by the undersigned. The agreement of the undersigned contained herein and the Stockholders' Agreement are the legal, valid and binding obligations of the undersigned enforceable against the undersigned in accordance with their respective terms. The execution, delivery and performance of this letter and the Stockholders' Agreement have been duly authorized by the undersigned by all necessary action and the undersigned has full power and lawful authority to make and perform its obligations under this letter and the Stockholders' Agreement.
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- c) The undersigned shall become a party to the Stockholders' Agreement and acquire the Desired Stock for its own account for the purpose of investment and not with a view to the distribution or resale thereof. The undersigned has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of becoming a party to the Stockholders' Agreement and acquiring the Desired Stock. The undersigned further represents and warrants to the Company that the undersigned has executed this letter and acquired the Desired Stock for its own account for the purpose of

investment and not with a view to the distribution or resale thereof, and that the undersigned has total assets in excess of \$5 million (provided, that if (i) financial statements of any other organization may be combined with those of the undersigned under generally accepted accounting principles and (ii) the undersigned possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of such other organization, then, for purposes of computing total assets of the undersigned, any assets of such other organization which may be included in combined financial statements of the undersigned under generally accepted accounting principles may be added to those of the undersigned).

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Very truly yours,

City and County of San Francisco, by and through the Department of Public Health, for
Zuckerberg San Francisco General Hospital and Trauma Center
Name of Stockholder

By: _____
Name: Barbara A. Garcia, MPH
Title: Director of Health

Address: Department of Public Health
101 Grove Street, Room 308
San Francisco, California 94102

The undersigned, as a member or former member of UHC, hereby agrees and consents to the ownership of the Desired Stock by the Stockholder.

City and County of San Francisco, by and through the Department of Public Health, for Zuckerberg
San Francisco General Hospital and Trauma Center
Name of Member

By: _____
Name: Barbara A. Garcia, MPH
Title: Director of Health

APPROVED AS TO FORM:
DENNIS J. HERRERA, City Attorney

By: _____
ARNULFO MEDINA
Deputy City Attorney