

**AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
THE TWIG, THE JUNIOR AUXILIARY OF INOVA ALEXANDRIA HOSPITAL**

1. The name of the corporation is “The Twig, the Junior Auxiliary of Inova Alexandria Hospital.”
2. The purposes for which the corporation is organized are:
 - (a) To provide volunteer services and financial aid to Inova Alexandria Hospital.
 - (b) To provide financial aid to Inova Alexandria Hospital for special projects within or related to the services provided by the Hospital.
 - (c) To engage in other charitable activities that support Inova Alexandria Hospital and/or the Alexandria community.
3. The corporation shall have one or more classes of members. The designation of such class or classes and the qualifications and rights of the members of each class shall be set forth in the Bylaws.
4. The corporation is organized exclusively for charitable purposes as a not-for-profit corporation; and its activities shall be conducted for the aforesaid purposes in such a manner that no part of its net earnings shall inure to the benefit of any member, director, officer or individual. No substantial part of the activities of the corporation shall be to carry on propaganda or otherwise attempt to influence legislation. The corporation shall not participate in or intervene in (including the publishing or distributing of statements) any political campaign on behalf of any candidate for public office.
5. The affairs of the corporation shall be managed by a Board of Directors. The Board of Directors shall consist of the corporation’s President, President-elect, Immediate Past President, Secretary, Assistant Secretary, Treasurer and Assistant Treasurer plus such

additional directors as are to be elected or appointed by the members in accordance with the Bylaws.

6. In the event of the dissolution of the corporation (a) none of the property of the corporation or any proceeds thereof shall be distributed to or divided among any of the officers or directors of the corporation or inure to the benefit of any individual; and (b) after all liabilities and obligations of the corporation have been paid, satisfied and discharged, or adequate provision made therefor, then all remaining property of the corporation and the proceeds thereof shall be distributed by the directors of the corporation to one or more other organizations engaged in one or more exempt purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended; any such distributee shall be qualified as an organization exempt from taxation within the meaning of Section 501(c)(3) and Section 170(c)(2) of the Internal Revenue Code.

7. Indemnification.

7.1 Definitions. For purposes of this Article the following definitions shall apply:

- (a) "corporation" means this corporation only;
- (b) "expenses" include counsel fees, expert witness fees and costs of investigation, litigation and appeal, as well as any amounts expended in asserting a claim for indemnification;
- (c) "liability" means the obligation to pay a judgment, settlement, penalty, fine or other such obligation, including, without limitation, any excise tax assessed with respect to an employee benefit plan;
- (d) "legal entity" means a corporation, partnership, joint venture, limited liability company, trust, employee benefit plan or other enterprise; and

(e) "proceeding" means any threatened, pending, or completed action, suit, proceeding or appeal whether civil, criminal, administrative or investigative and whether formal or informal.

7.2 Limit on Liability. In every instance in which the Virginia Nonstock Corporation Act, as it exists on the date hereof or may hereafter be amended, permits the limitation or elimination of liability of directors and officers of a corporation to the corporation, the directors and officers of this corporation shall not be liable to the corporation.

7.3 Mandatory Indemnification. The corporation shall indemnify any individual who is, was, or is threatened to be made a party to a proceeding (including a proceeding by or in the right of the corporation) because such individual is or was a director or officer of the corporation, or because such individual is or was serving the corporation or any other legal entity in any capacity at the request of the corporation while a director or officer of the corporation, against all liabilities and reasonable expenses incurred by him or her on account of the proceeding except such liabilities and expenses as are incurred because of his or her willful misconduct or knowing violation of the criminal law. Service as a director or officer of a legal entity controlled by the corporation shall be deemed service at the request of the corporation. The determination that indemnification under this Section 7.3 is permissible and the evaluation as to the reasonableness of expenses in a specific case shall be made as provided by law; provided, however, that if a majority of the directors or officers of the corporation has changed after the date of the alleged conduct giving rise to a claim for indemnification, such determination and evaluation shall, at the option of the person claiming indemnification, be made by special legal counsel agreed upon by the Board of Directors and such person. Unless a determination has been made that indemnification is not permissible, the corporation shall make advances and reimbursement for expenses incurred by a director or officer in a proceeding upon receipt of an undertaking from him or her to repay the same if it is

ultimately determined that such individual is not entitled to indemnification. Such undertaking shall be an unlimited, unsecured general obligation of the director or officer and shall be accepted without reference to such director's or officer's ability to make repayment. The termination of a proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent shall not of itself create a presumption that a director or officer acted in such a manner as to make such director or officer ineligible for indemnification. The corporation is authorized to contract in advance to indemnify any of its directors or officers to the extent it is required to indemnify them pursuant to this Article 7.

7.4 Miscellaneous. The right of each person entitled to indemnification under this Article shall inure to the benefit of such person's heirs, executors, and administrators. Indemnification pursuant to this Article shall not be exclusive of any other right of indemnification to which any person may be entitled, including indemnification pursuant to a valid contract, indemnification by legal entities other than the corporation and indemnification under policies of insurance purchased and maintained by the corporation or others. However, no person shall be entitled to indemnification by the corporation to the extent he or she is indemnified by another, including an insurer. The corporation is authorized to purchase and maintain insurance against any liability it may have under this Article or to protect any of the persons named above against any liability arising from their service to the corporation or any other legal entity at the request of the corporation regardless of the corporation's power to indemnify against such liability. The provisions of this Article shall not be deemed to preclude the corporation from entering into contracts otherwise permitted by law with any individuals or legal entities, including those named above. If any provision of this Article or its application to any person or circumstance is held invalid by a court of competent jurisdiction, the invalidity shall not affect other provisions or applications of this Article, and to this end the provisions of this Article are severable.

7.5 Amendments. No amendment, modification or repeal of this Article shall diminish the rights provided hereunder to any person arising from conduct or events occurring before the adoption of such amendment, modification or repeal.