

ARTICLES OF AMENDMENT

FILED
STATE OF WASHINGTON

of

FEB 5 1999

NORTHWEST KIDNEY CENTERS

RALPH MUNRO
SECRETARY OF STATE

Pursuant to the provisions of RCW 24.03 of the Washington Nonprofit Corporation Act, the undersigned adopts the following Articles of Amendment of Northwest Kidney Centers:

1. The name of record of the corporation is Northwest Kidney Centers.
2. Northwest Kidney Centers is amended in its entirety, and all such amendments shall be effective immediately upon filing with the office of the Washington Secretary of State:

I.

NAME

The name of the corporation is NORTHWEST KIDNEY CENTERS.

II.

PURPOSES

The purposes of this corporation are to operate exclusively for charitable, educational, or scientific purposes, within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), or any successor provision, including operating a center or centers for the treatment of renal disease and in connection therewith to promote and conduct research in that disease and to provide services and assistance to other tax exempt organizations involved in the treatment of renal disease.

III.

NON PROFIT

The corporation shall be a nonprofit corporation under the laws of the State of Washington and its duration shall be perpetual.

IV.

POWERS

In general, and subject to such limitations and conditions as are or may be prescribed by law, or in the corporation's Agreement of Association or Bylaws, the corporation shall have all powers which now or hereafter are conferred by law upon a corporation organized for the purposes set forth above, or are necessary or incident to the powers so conferred, or are conducive to the attainment of the corporation's mission, vision and goals.

V.

LIMITATIONS

Section V.1 The corporation shall have no capital stock, and no part of its net earnings shall inure to the benefit of any trustee or officer of the corporation, or to any private individual.

Section V.2 No trustee or officer of the corporation, nor any private individual shall be entitled to share in the distribution of any of the corporate assets upon dissolution of the corporation, or the winding up of its affairs. Upon such dissolution or winding up, all of the remaining assets of the corporation shall be distributed by the Board of Trustees for similar or complimentary uses and purposes to any other organization which then qualifies for exemption under the provisions of Section 501(c)(3) of the Code as now stated, or any successor provision.

Section V.3 No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting, to influence legislation except as may be permitted to Section 501(c)(3) organizations by the Code, and the corporation shall not participate in, or intervene in (including the publication or distribution of statements) any political campaign on behalf of (or in opposition to) any candidate for public office.

Section V.4 Notwithstanding any other provision of this Agreement of Association, the corporation shall not conduct or carry on activities not permitted to be conducted or carried on by an organization exempt under Section 501(c)(3) of the Code, or any successor provision, or by organizations, contributions to which are deductible under Section 170(c)(2) of the Code, or any successor provision.

VI.

BYLAWS

The authority to make, alter, amend or repeal Bylaws is vested in the Board of Trustees, and may be exercised at any regular or special meeting of the Board.

VII.

SUBSCRIBERS

The subscribers to the corporation's original Agreement of Association in 1963 were: Mr. Robert S. Beaupre, Dr. James Burnell, Rev. John B. Darrah, Dr. James Haviland, Mr. Elmer Nordstrom, Dr. Richard Paton, and Mr. Edward L. Rosling.

VIII.

BOARD OF TRUSTEES

The management of the corporation shall be vested in a board of not less than three nor more than sixty trustees. The number of trustees to be elected, the manner of their election, the term of their office, their qualifications, their successorship, and the time and place of their meetings shall be as prescribed and fixed by the bylaws of the corporation.

IX.

AUTHORITY OF TRUSTEES

The board of trustees of the corporation shall have all the power and authority granted _____, the corporation's bylaws, and the laws of the State of Washington to the board of a Washington nonprofit corporation.

X.

LIMITATION OF TRUSTEES' LIABILITY

A trustee shall have no liability to the corporation or its members, if any, for monetary damages for conduct as a trustee, except for acts or omissions that involve intentional misconduct by the trustee, or a knowing violation of law by the trustees, or for any transaction from which the trustee will personally receive a benefit in money, property or services to which the trustee is not legally entitled. If the Washington Nonprofit Corporation Act is hereafter

amended to authorize corporation action further eliminating or limiting the personal liability of trustees, then the liability of a trustee shall be eliminated or limited to the full extent permitted by the Washington Nonprofit Corporation Act, as so amended. Any repeal or modification of this Article shall not adversely affect any right or protection of a trustee of the corporation existing at the time of such repeal or modification for or with respect to an act or omission of such trustee occurring prior to such repeal or modification.

XI.

INDEMNIFICATION OF TRUSTEES AND OFFICERS

Section XI.1. Right of Indemnification. Each person who was, or is threatened to be made a party to or is otherwise involved (including, without limitation, as a witness) in any actual or threatened action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he or she is or was a trustee or officer of the corporation, or while a trustee or officer, he or she is or was serving at the request of the corporation as a trustee, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is alleged action in an official capacity as a trustee, officer, employee or agent or in any other capacity while serving as a trustee, officer, employee or agent, shall be indemnified and held harmless by the corporation, to the full extent permitted by applicable law as then in effect, against all expense, liability and loss (including attorney's fees, judgment, fines, ERISA excise taxes or penalties and amounts to be paid in settlement) actually and reasonably incurred or suffered by such person in connection therewith, and such indemnification shall continue as to a person who has ceased to be a trustee, officer, employee or agent and shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that except as provided in Section 2 of this Article with respect to proceedings seeking solely to enforce rights of indemnification, the corporation shall indemnify any such person seeking indemnification in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the board of trustees of the corporation. The right to indemnification conferred in this Section 1 shall be a contract right and shall include the right to be paid by the corporation the expenses incurred in defending any such proceeding in advance of its final disposition; provided, however, that the payment of such expenses in advance of the final

disposition of a proceeding shall be made only upon the delivery to the corporation of an undertaking, by or on behalf of such trustee or officer, to repay all amounts so advanced if it shall ultimately be determined that such trustee or officer is not entitled to be indemnified under this Section or otherwise.

Section XI.2. Right of Claimant to Bring Suit. If a claim for which indemnification is required under Section 1 of this Article is not paid in full by the corporation within sixty (60) days after a written claim has been received by the corporation, except in the case of a claim for expenses incurred in defending a proceeding in advance of its final disposition, in which case the applicable period shall be twenty (20) days, the claimant may at any time thereafter bring suit against the corporation to recover the unpaid amount of the claim and, to the extent successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim. The claimant shall be presumed to be entitled to indemnification under this Article upon submission of a written claim (and, in an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition, where the required undertaking has been tendered to the corporation), and thereafter the corporation shall have the burden of proof to overcome the presumption that the claimant is not so entitled. Neither the failure of the corporation (including its board of trustees, independent legal counsel or its members, if any) to have made a determination prior to the commencement of such action that indemnification of or reimbursement or advancement of expenses to the claimant is proper in the circumstances nor an actual determination by the corporation (including its board of trustees, independent legal counsel or its members, if any) that the claimant is not entitled to indemnification or to the reimbursement of expenses shall be a defense to the action or create a presumption that the claimant is not so entitled.

Section XI.3. Nonexclusivity of Rights. The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Article shall not be exclusive to any other right which any person may have or hereafter acquired under any statute, provision of this Agreement of Association, Bylaws, agreement, vote of members, if any, or disinterested trustees or otherwise.

Section XI.4. Insurance, Contracts and Funding. The corporation may maintain insurance at its expense, to protect itself and any trustee, officer, employee or agent of the corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the

corporation would have the power to indemnify such person against such expense, liability or loss under the Washington Business Corporation Act, as applied to nonprofit corporations. The corporation may enter into contracts with any trustee or officer of the corporation in furtherance of the provisions of this Article and may create a trust fund, grant a security interest or use other means (including, without limitation, a letter of credit) to ensure payment of such amount as may be necessary to effect indemnification as provided in this Article.

Section XI.5. Indemnification of Employees and Agents of the Corporation. The corporation may, by action of its board of trustees from time to time, provide indemnification and pay expenses in advance of the final disposition of a proceeding to employees and agents of the corporation with the same scope and effect as the provisions of this Article with respect to the indemnification and advancement of expenses of trustees and officers of the corporation or pursuant to the rights granted pursuant to, or provided by, the Washington Business Corporation Act, as applied to nonprofit corporations, or otherwise.

XII.

REGISTERED AGENT AND OFFICE

The registered address of the corporation is 1501 - 4th Ave., Suite 2600, Seattle, WA 98101 and the registered agent at such address is DWTRNJ Corp.

3. The above amendments received a majority vote of the Board of Trustees of the corporation at a meeting duly held on Dec. 17, 1998, and were approved by two-thirds of the members of the corporation at a meeting duly held on Dec. 17, 1998, at which a quorum of this membership was present.

Dated as of the 15th day of January, 1998.

NORTHWEST KIDNEY CENTERS, a Washington nonprofit corporation

By: John D. Auburn
Its: Secretary