OAKWOOD ACCOUNTABLE CARE ORGANIZATION, LLC

A Michigan Limited Liability Company

OPERATING AGREEMENT

DATED: REFLECTING CHANGES MADE THROUGH NOVEMBER 1st, 2018 BY THE BOARD OF MANAGERS

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This Operating Agreement ("Agreement") is made and entered into as of the _____day of September, 2017, by and among the persons identified as Members (collectively the "Members") who shall hereafter be listed in Exhibit A which is incorporated herein by reference. Except as otherwise provided, the capitalized terms used in this Agreement shall have the meanings set forth in Article I hereof.

WHEREAS, Oakwood Accountable Care Organization, LLC ("Company") has been formed as a limited liability company under the laws of the State of Michigan by the filing on or about the 8th day of November, 2010 (the "Effective Date"), of the Articles of Organization with the Department of Energy, Labor & Economic Growth;

WHEREAS, the Company is being formed to operate an accountable care organization in Dearborn, Michigan;

WHEREAS, the Company was formed by three (3) classes of Members, including (1) primary care physicians practicing in the Dearborn, Michigan area; (2) specialty physicians practicing in the Dearborn, Michigan area; and (3) Oakwood Healthcare, Inc. ("OHI").

WHEREAS, the Members own all of the membership interests in the Company; and

WHEREAS, the Members desire to enact this Agreement and to provide for their respective rights, obligations, the management, and the governance of the Company, and their duties with respect to the Company.

NOW, THEREFORE, in consideration of the mutual covenants herein expressed, and for other valuable consideration, the receipt of which is hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE I
Definitions

The following defined terms used in this Agreement shall have the meanings specified below:

"Act" shall mean the Michigan Limited Liability Company Act, Michigan Comp. Law §§ 450.4101-450.5200, in effect at the time of the initial filing of the Articles, and as thereafter amended from time to time.

"Adjusted Capital Account Deficit" shall mean, with respect to any Member, the deficit balance, if any, in such Member's aggregate Capital Account as of the end of the relevant fiscal year, after giving effect to the following adjustments:

(a) Credit to such Capital Account any amounts which such Member is obligated to restore pursuant to any provision of this Agreement or is deemed to be obligated to restore pursuant to Regulations Section 1.704-2(g)(1) and 1.704-2(i)(5); and

(b) Debit to such Capital Account the items described in Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5) and (6).

The foregoing definition is intended to comply with the provisions of Regulations Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

"Adverse Terminating Event" shall have the meaning set forth in Section 4.3.

"Agreement" shall mean this Operating Agreement as it may be amended, supplemented, or restated from time to time.

"Applicable Federal Rate" shall mean the Applicable Federal Rate as that term is defined in Code Section 1274(d)(1), whether the short-term, mid-term or long-term rate, as the case may be, as published from time to time by the Secretary of the Treasury.

"Approval of the Board" or "Board acting by Approval" and any grammatical variation thereof, shall mean consent, approval or vote of a majority of the Managers then in office at a meeting at which a quorum is present as defined in Section 7.2(h).

"Articles" shall mean the Articles of Organization creating the Company, and as may, from time to time, be amended in accordance with the Act.

"Bankruptcy" shall mean any of the following:

(a) If any Member shall file a voluntary petition in bankruptcy, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the present or any future federal bankruptcy act or any other present or future applicable federal, state, or other statute or law relating to bankruptcy, insolvency, or other relief for debtors, or shall file any answer or other pleading admitting or failing to contest the material allegations of any petition in bankruptcy or any petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief filed against such Member, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver, conservator, or liquidator of such Member or of all or any substantial part of his or her properties or his or her interest in the Company (the term "acquiesce" as used herein includes but is not limited to the failure to file a petition or motion to vacate or discharge any order, judgment, or decree within thirty days after such order, judgment or decree);

(b) If a court of competent jurisdiction shall enter in an order, judgment or decree approving a petition filed against any Member seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the present or any future federal bankruptcy act or any other present or future applicable federal, state, or other statute or law relating to bankruptcy, insolvency, or other relief for debtors and such Member shall acquiesce in the entry of such order, judgment, or decree, or if any Member shall suffer the entry of an order for relief under Title 11 of the United States Code and such order, judgment, or decree shall remain

unvacated and unstayed for an aggregate of sixty (60) days (whether or not consecutive) from the date of entry thereof, or if any trustee, receiver, conservator, or liquidator of any Member or of all or any substantial part of his or her properties or his or her interest in the Company shall be appointed without the consent or acquiescence of such Member and such appointment shall remain unvacated and unstayed for an aggregate of sixty (60) days (whether or not consecutive); or

(c) If any Member shall make an assignment for the benefit of creditors or take any other similar action for the protection or benefit of creditors.

"Board" or "Board of Managers" shall refer collectively to the Persons named to be the Board in this Agreement and any Person who becomes an additional, substitute or replacement Manager as permitted by this Agreement, in each such Person's capacity on the Board of Managers of the Company.

"Book Value" shall mean, with respect to any asset of the Company, such asset's adjusted basis for federal income tax purposes, except that:

(a) The initial Book Value of any asset contributed by a Member of the Company shall be the gross fair market value of such asset (reduced for any liabilities to which it is subject or which the Company assumes), as such value is determined by Approval of the Board, and for which credit is given to the contributing Member under this Agreement;

(b) The Book Values of all assets of the Company shall be adjusted to equal their respective gross fair market values, as determined by Approval of the Board, at and as of the following times:

(i) The acquisition of an additional or new interest in the Company by a new or existing Member in exchange for other than a de minimis Capital Contribution by such Member, if the Board, acting by Approval, reasonably determine that such adjustment is necessary or appropriate to reflect the relative economic interests of the Members;

(ii) The distribution by the Company to a Member of more than a de minimis amount of any asset of the Company (including cash or cash equivalents) as consideration for all or any portion of an interest in the Company, if the Board, acting by Approval, reasonably determine that such adjustment is necessary or appropriate to reflect the relative economic interests of the Members; and

(iii) The liquidation of the Company within the meaning of Regulations Section 1.704 1(b)(2)(ii)(g).

(c) The Book Value of the assets of the Company shall be increased (or decreased) to reflect any adjustment to the adjusted basis of such assets pursuant to Section 734(b) or Section 743(b) of the Code, but only to the extent such adjustments are taken into account in determining Capital Accounts pursuant to Regulations Section 1.704 1(b)(2)(iv)(m); provided, however, that Book Value shall not be adjusted pursuant to this clause (c) to the extent that the Managers, acting by Approval, determine that an adjustment pursuant to the immediately preceding clause (b) is necessary or appropriate in connection with the transaction that would otherwise result in an adjustment pursuant to this clause (c).

If the Book Value of an asset has been determined or adjusted pursuant to the preceding clauses (a), (b) or (c), such Book Value shall thereafter be adjusted by the Depreciation taken into account with respect to such asset for purposes of computing Profits or Losses.

"Capital Account" shall mean a capital account maintained and adjusted in accordance with the Code and the Regulations, including the Regulations under Section 704(b) and (c) of the Code for each Member holding a Unit. The Capital Account of each such Member shall be:

(a) Credited with all payments made to the Company by such Member on account of Capital Contributions (and as to any property other than cash or a promissory note of the contributing Member, the agreed (as indicated by the Approval of the Board) fair market value of such property, net of liabilities secured by such property and assumed by the Company or subject to which such contributed property is taken) and by such Member's allocable share of Profits and items in the nature of income and gain of the Company;

(b) Charged with the amount of any distributions to such Member (and as to any distributions of property other than cash or a promissory note of a Member or the Company, by the agreed fair market value of such property, net of liabilities secured by such property and assumed by such Member or subject to which such distributed property is taken), and by such Member's allocable share of Losses and items in the nature of Losses and deductions of the Company;

(c) Adjusted simultaneously with the making of any adjustment to the Book Value of the Company's assets pursuant to the definition thereof, to reflect the aggregate net adjustments to such Book Value as if the Company recognized Profit or Loss equal to the respective amount of such aggregate net adjustments immediately before the event causing such adjustments; and

(d) Otherwise appropriately adjusted to reflect transactions of the Company and the Members.

"Capital Contribution" shall mean the amount of cash and the value of any other property contributed to the Company by a Member.

"Primary Care Member" shall mean any Member holding Primary Care Physician (PCP) Units in the Company, in each such Member's capacity as a holder of PCP Units. PCP Units shall be held only by Eligible Primary Care Physicians, as defined in Section 2.4(b).

"Specialist Member" shall mean any Member holding Specialist Units in the Company, in each such Member's capacity as a holder of Specialist Units. Specialist Member Units shall be held only by Persons who are Eligible Specialty Physicians, as defined in Section 2.4(c).

"System Member" shall mean OHI.

"Code" shall mean the Internal Revenue Code of 1986, as amended from time to time.

"Consent of the Members" shall mean the written consent or approval of (i) Members holding at least a majority of the total number of PCP Units then issued and outstanding, and (ii)

Members holding at least a majority of the total number of Specialist Units and Units held by Auxiliary Members then issued and outstanding, voting together as a single class.

"Consent of the System Member" shall mean the written consent or approval of OHI.

"Depreciation" shall mean, for each year or other period, an amount equal to the depreciation, amortization or other cost recovery deduction allowable for federal income tax purposes with respect to an asset for such year or other period, except that if the Book Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such year or other period, Depreciation shall be an amount that bears the same relationship to the Book Value of such asset as the depreciation, amortization or other cost recovery deduction computed for tax purposes with respect to such asset for such period bears to the adjusted tax basis for such asset, or if such asset has a zero adjusted tax basis, Depreciation shall be determined with reference to the initial Book Value of such asset using any reasonable method selected by Approval of the Board, but not less than depreciation allowable for tax purposes for such year.

"Disability" shall mean the inability of a Person by reason of mental or physical illness, disease or injury, to perform the usual surgical procedures within such Member's medical specialty for a minimum period of six (6) consecutive months or six (6) months cumulatively in any twelve (12) month period as determined by the Approval of the Board.

"Immediate Family" with respect to any individual, shall mean his or her ancestors, spouse, issue, spouses of issue, any trust principally for the benefit of any one or more of such individuals, his or her estate, and any entity beneficially owned by such individuals or trusts for their principal benefit.

"Legal Representative" shall mean, with respect to any individual, a duly appointed executor, administrator, guardian, conservator, personal representative or other legal representative appointed as a result of the death, minority or incompetency of such individual.

"Losses" shall have the meaning provided below under the heading "Profits and Losses."

"Manager" shall refer to each Person named as a Manager by the Members pursuant to this Agreement and any Person who becomes an additional, substitute or replacement Manager as permitted by this Agreement, in each such Person's capacity as a Manager of the Company. "Managers" or "Board" shall refer collectively to the Persons named as Managers by the Members pursuant to this Agreement and any Person who becomes an additional, substitute or replacement Manager as permitted by this Agreement, in each such Person's capacity as a Manager of the Company.

"Member" shall mean any Person named as a Member in this Agreement and any Person who becomes an additional Member as permitted by this Agreement, in each such Person's capacity as a Member of the Company.

"Member Minimum Gain" shall mean "partner nonrecourse debt minimum gain" as that term is defined in Regulations Section 1.704-2(i)(2).

"Member Nonrecourse Debt" shall mean "partner nonrecourse debt" or "partner nonrecourse liability" as those terms are defined in Regulations Section 1.704-2(b)(4).

"Member Nonrecourse Deductions" shall mean "partner nonrecourse deductions" as that term is defined in Regulations Section 1.704 2(i)(1).

"Membership Units" shall mean those PCP Units and Specialist Units then authorized and outstanding and held by PCP Members and Specialist Members, the System Units held by OHI, and Auxiliary Units issued to Auxiliary Members and other Members.

"Minimum Gain" shall have the meaning given in Regulations Section 1.704-2(d).

"Net Operating Cash Flow of the Company" shall mean the Company's taxable income or loss arising in the ordinary course of its business activities, increased by tax-exempt interest and by depreciation and any other deductions that do not involve cash expenditures, and decreased by principal payments, capital expenditures (other than those made from borrowings), and any other nondeductible cash expenditures.

"Nonrecourse Deductions" shall have the meaning given in Regulations Section 1.704-2(b)(1).

"Person" or "Party" shall mean any natural person, partnership (whether general or limited), limited liability company, trust, estate, association or corporation.

"Profits and Losses" shall mean, for each year or other period, an amount equal to the Company's taxable income or loss for such year or period, determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss, or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the following adjustments:

(a) Any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing Profits or Losses pursuant to this provision shall be added to such taxable income or loss;

(b) Any expenditures of the Company described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Regulations Section 1.704-1(b)(2)(iv)(i), and not otherwise taken into account in computing Profits or Losses pursuant to this provision, shall be subtracted from such taxable income or added to such loss;

(c) Gain or loss from a disposition of property of the Company with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Book Value of such property, rather than its adjusted tax basis;

(d) In lieu of the depreciation, amortization and other cost recovery deductions taken into account in computing taxable income or loss, there shall be taken into account the Depreciation on the assets for such fiscal year or other period; and

(e) Any items which are separately allocated pursuant to Sections 6.5 and/or 6.6 which otherwise would have been taken into account in calculating Profits and Losses pursuant to the above provisions shall not be taken into account and, as the case may be, shall be added to or deducted from such amounts so as to be not part of the calculation of the Profits or Losses.

If the Company's taxable income or loss for such year, as adjusted in the manner provided above, is a positive amount, such amount shall be the Company's Profits for such year; and if negative, such amount shall be the Company's Losses for such year.

"Reasonable Reserves" shall mean such amount as the Board, acting by Supermajority Approval, shall deem reasonably necessary to meet the foreseeable liabilities or obligations of the Company taking into consideration historic costs as well as reasonably projected cash flow, and including, but not limited to, (i) the normal expenses of the operation and management of its activities, as such liabilities and obligations become due and payable, and (ii) the expenses of any redemptions pursuant to the provisions of this Agreement.

"Regulations" shall mean the Regulations promulgated under the Code, and any successor provisions to such Regulations, as such Regulations may be amended from time to time.

"Retirement" shall mean when a Member ceases to practice medicine and publicly announces such retirement or, if he or she does not publicly announce such retirement, the Board of Managers, acting by Approval, shall have determined that such person no longer practices medicine on at least a substantially (i.e., at least thirty-five (35) hours per week for at least forty (40) weeks per year) full-time basis.

"Supermajority Approval" shall mean the written consent or approval of not less than fourteen (14) Managers.

"Terminating Capital Transaction" shall mean a sale or other disposition of all or substantially all of the assets of the Company.

"Transfer" and any grammatical variation thereof shall refer to any sale, exchange, issuance, redemption, assignment, distribution, encumbrance, hypothecation, gift, pledge, retirement, resignation, transfer or other withdrawal, disposition or alienation in any way as to any interest of a Member. Transfer shall specifically, without limitation of the above, include assignments and distributions resulting from death, incompetency, Bankruptcy, liquidation and dissolution.

"Unit" shall mean a unit or share of interest in the Company. The interest of each Unit in the Company shall be equal to one (1) divided by the total number of Units then authorized and outstanding.

"Unit Proportion" shall mean the number of Units held by a Member divided by all of the Units then issued and outstanding.

The definitions set forth in the Act shall be applicable, to the extent not inconsistent herewith, to define terms not defined herein and to supplement definitions contained herein.

ARTICLE II
Organizational Powers and Membership

2.1 Organization. The Board of Managers shall file such articles, certificates and documents as appropriate to comply with the applicable requirements for the operation of a limited liability company in accordance with the laws of any jurisdictions in which the Company shall conduct business and shall continue to do so as long as the Company conducts business therein. By Approval of the Board, the Company may establish places of business within and without the State of Michigan, as and when required by its business and in furtherance of its purposes set forth in Section 2.2 hereof, and may appoint agents for service of process in all jurisdictions in which the Company shall conduct business.

2.2 Purposes and Powers of the Company. The Company is organized for the general purposes of (i) operating an accountable care organization in Southeast Michigan, (ii) engaging in other activities in connection therewith which are necessary or beneficial to the Company and (iii) engaging in any other lawful business activity permitted under the Act consistent with the foregoing. To that end, the Company, subject to the terms of this Agreement, may enter into any kind of activity and to perform and carry out contracts of any kind necessary to, or in connection with, or incidental to the accomplishment of, the purposes of the Company, so long as said activities and contracts may be lawfully carried on or performed by a limited liability company under the laws of the State of Michigan.

2.3 Permissible Relationships. The Members understand that the Company's operations are subject to various state and federal laws regulating permissible relationships between the Members and entities such as the Company, including 42 U.S.C. § 1320a-7b(b) (the "Anti-Kickback Statute" or "Fraud and Abuse Statute"), and 42 U.S.C. § 1395nn (the "Stark Act"). It is the intent of the parties that the Company operate in a manner consistent with the foregoing statutes.

2.4 Membership.

(a) There shall initially be three (3) authorized classes of voting Members of the Company: PCP Members, Specialist Members, and a System Member. All Members shall have (based on Units held) the same economic rights. The Members, acting as Members, shall have no right to act for or bind the Company. The initial PCP Members, Specialist Members, and System Member are identified in Exhibit A hereto.

(b) No Person shall be eligible to become a PCP Member (or remain a PCP Member, as applicable) unless the following eligibility requirements are satisfied: (1) such PCP Member shall be a physician, licensed and registered, in good standing, to practice in a primary care specialty (family practice, internal medicine, or pediatrics) in the State of Michigan; (2) such PCP Member is a member in good standing of the medical staff of one or more of the acute care hospitals operated by a subsidiary of Beaumont Health (a "Beaumont Health Hospital"); (3) such PCP Member is board-certified in his/her practice area (unless relieved of that obligation by the applicable Beaumont Health Hospital(s) at which the PCP Member is a medical staff member); (4) such PCP Member has signed such documents required by the Board; and (5) such PCP Member possesses or has plans to possess information technology which will enable him/her to participate

in e-prescribing, disease registry and other electronic medical record related functions necessary for the proper functioning of an accountable care organization which comply with policies established from time to time by the Board of Managers; and (6) such PCP Member participates in at least one managed care contract through the Company. A physician who meets such requirements may be referred to herein as an "Eligible Primary Care Physician." A primary care physician who does not satisfy (2) above, but who regularly refers patients to physicians who are on the medical staffs of one or more Beaumont Health Hospitals, may be considered for membership based upon criteria to be approved by the Board. The requirements of this Section 2.4(b) shall not apply to Specialist Members or the System Member.

(c) No Person shall be eligible to become a Specialist Member (or remain a Specialist Member, as applicable) unless the following eligibility requirements are satisfied: (1) such Specialist Member shall be a physician, dentist or podiatrist licensed and registered, in good standing, to practice in a specialty other than those named in Section 2.4(b) above, in the State of Michigan; (2) such Specialist Member is a member in good standing of the medical staff of one or more of the acute care hospitals operated by a subsidiary of Beaumont Health (a "Beaumont Health Hospital"); (3) such Specialist Member is board-certified in his/her practice area (unless relieved of that obligation by the applicable Beaumont Health Hospital(s) at which a medical staff member); (4) such Specialist Member has signed an application approved by the Board; and (5) such Specialist Member possesses or has plans to possess information technology which will enable him/her to participate in e-prescribing, disease registry and other electronic medical record related functions necessary for the proper function of an accountable care organization which comply with policies established from time to time by the Board of Managers; and (6) such Specialist Member participates in at least one managed care contract through the Company. A physician who meets such requirements may be referred to herein as an "Eligible Specialty Physician." The requirements of this Section 2.4(c) shall not apply to PCP Members or the System Member.

(d) An Eligible Primary Care Physician or an Eligible Specialist Physician may become a Member of the Company by signing and returning to the Company a Subscription Agreement in the form approved by the Board, and paying the Capital Contribution required by Section 3.2(a).

(e) The Board of Managers may approve additional classes of Members for psychologists, chiropractors, physician assistants, nurse practitioners, and other auxiliary practitioners. Such classes of Members shall have such rights, privileges and obligations as determined by the Board of Managers except as otherwise provided in this Agreement.

(f) Chiropractors and psychologists shall be eligible to be voting auxiliary Members ("Auxiliary Members") if the following requirements are satisfied: (1) the practitioner is a chiropractor or psychologist licensed and registered, and in good standing, to practice in the State of Michigan; (2) such practitioner has signed an application approved by the Board of Managers; (3) such practitioner possesses or has plans to possess information technology which will enable him/her to participate in disease registry and other EMR-related functions necessary for proper functioning of an accountable care organization; and (4) such practitioner agrees in advance to participate in at least one managed care contract through the Company; (5) such practitioner who is not already a member in good standing of the medical staff of a Beaumont

Health Hospital has paid $250 to cover the Company's costs in verifying credentials and references, (6) such practitioner signs and returns to the Company a Subscription Agreement, and (7) such practitioner pays the Capital Contribution required by Section 3.2(a) upon Board of Managers approval.

(g) Physician assistants and nurse practitioners shall be eligible to be non-voting affiliate Members ("Affiliate Members") if: (1) the assistant or practitioner is licensed and registered, and in good standing, to practice in the State of Michigan; (2) such assistant or practitioner has signed an application approved by the Board; (3) such assistant or practitioner is in a collaboration agreement with a Member (or by his/her professional corporation or equivalent) in good standing, and (4) such assistant or practitioner who is not already a member in good standing of the medical staff of a Beaumont Health Hospital has paid $250 to cover the Company's costs in verifying credentials and references. Affiliate Members are not eligible to purchase or otherwise acquire Units. Such Affiliate Members shall automatically lose their Membership if their collaboration agreement with a Member (or his/her professional corporation or equivalent) ends.

(h) Auxiliary and Affiliate Members shall not be eligible to be elected to the Company's Board, although they may be appointed to committees of the Board, except for the Executive Committee. If they are appointed to a Board Committee, they shall have the same rights as other members of the committee. Auxiliary Members will have voting rights equivalent to the voting rights of a Specialist Member and will vote with Specialist Members in all votes under Sections 7.2 and 7.5. Affiliate Members will not have voting rights.

ARTICLE III
Capital Contributions and Liability of Members

3.1 Capital Accounts. A separate Capital Account shall be maintained for each Member holding a Unit, including any Member who shall hereafter acquire a Unit.

3.2 Capital Contributions and Loans. (a) Initial Capital Contributions shall be made as follows:

(i) Each PCP and Specialist Member shall acquire one (1) PCP or Specialist Unit, respectively, in return for a Capital Contribution of Two Hundred Fifty Dollars ($250).

(ii) Each Auxiliary Member shall acquire one (1) Auxiliary Unit with the rights set forth in this Agreement in return for a Capital Contribution of Two Hundred Fifty Dollars ($250).

(iii) The System Member shall acquire System Units in return for a Capital Contribution of an aggregate amount which, when added to the aggregate amounts contributed to capital of the Company by the other Members, will equal 49% of the Company's total capital. This calculation represents the Board's good faith estimate of the percentage of total cash flow from Company managed care contracts that will be paid to the System Member for

services rendered to patients. The Capital Contribution of the System Member may be paid in installments on a basis to be determined by Supermajority Approval of the Board. Notwithstanding the provisions of this section, no additional capital contribution from the System Member will be due after the first anniversary of the Board's decision to require a Capital Contribution, except that the System Member shall be required to make any additional Capital Contributions required by Section 5.1(c).

(b) Loans. Except as set forth in this Article III, and except with Supermajority Approval pursuant to Section 7.4 hereof, no Member or Manager shall be entitled, obligated or required to make any loan to or guarantee a loan for the Company or make any Capital Contribution to the Company in addition to his or her Capital Contribution made pursuant to Section 3.2(a) hereof. No loan made to the Company by any Member or Manager shall constitute a Capital Contribution to the Company for any purpose.

3.3 No Withdrawal of or Interest on Capital. Except as otherwise provided in this Agreement, (i) no Member shall have any right to demand and receive property of the Company in exchange for all or any portion of his or her Capital Contribution or Capital Account, and (ii) no interest or preferred return shall accrue or be paid on any Capital Contribution or Capital Account.

3.4 Liability of Members. No Member, in his or her capacity as a Member, shall have any liability to restore any negative balance in his or her Capital Account or to contribute to, or in respect of, the liabilities or the obligations of the Company, or to restore any amounts distributed from the Company, except as may be required specifically under this Agreement, the Act or other applicable law. No Member, in his or her capacity as a Member, shall be personally liable for any liabilities or obligations of the Company or any of its Members, unless agreed to by that Member.

3.5 Managers as Members. A Manager elected by the PCP or Specialist Members is required to hold a Membership Unit in the class from which he/she is elected in the Company in order to serve as a Manager.

3.6 Additional Members. Additional Members may be admitted to the Company only after a determination by the Board that the person has satisfied the requirements of Section 2.4, delivery of the required Capital Contribution (as determined by the Board of Managers) and execution and delivery of such other documents, instruments and items as the Board may require. Issuance of Membership Units to new Members shall be subject to compliance with Section 3.2 hereof. All such issuances shall be structured such that payments are made in cash or by check and such that the issuance of Units does not take into account the potential volume or value of referrals to the Company of the Member. A new Member shall receive provisional membership status for the first year, and must be approved by the Board for full membership status at the end of that period. If not approved for full membership, the provisional Member shall be removed as a Member.

ARTICLE IV
Members And Membership Units

4.1 [reserved]

4.2 Withdrawal of a Member. A Member may withdraw or resign from the Company at any time. A Member who dies, withdraws or resigns as a Member will not be entitled to have his/her/its unit redeemed and shall forfeit to the Company his/her/its capital account.

4.3 Removal of a Member.

(a) The Board shall remove a Member who fails to make a required Capital Contribution. The removed Member will have no right to appeal such a decision, and the removal shall be final and binding.

(b) If the committee of the Board responsible for quality assurance and utilization management recommends the removal of a Member, the Board shall vote on such recommendation after conducting such investigation as its deems, in its sole discretion, appropriate. The Board shall make this decision by Supermajority Approval. The Board may establish, if it deems appropriate, an appeal mechanism for such decisions. Otherwise, the Board's decision to remove a Member shall be final and binding on the Member.

(c) A Member whom the Board removes will not be entitled to have his/her/its unit redeemed and shall forfeit to the Company his/her/its capital account.

ARTICLE V
Additional Capital

5.1 Funding Capital Requirements.

(a) In the event that the Company requires additional funds to carry out its purposes, to conduct its business, or to meet its obligations, the Company may borrow funds not to exceed $250,000 from such lender(s), including Members, on such terms and conditions as are approved by the Board of Managers, all on such terms as reflect fair market value. Any borrowing of funds exceeding $250,000 shall require Supermajority Approval of the Board. It is specifically provided that no such terms or conditions shall impose any personal liability on any Member without the prior written consent of such Member.

(b) No Member shall be obligated to make any Capital Contributions or loans to the Company (except as provided in Sections 3.2 and 5.1(c)), or otherwise supply or make available any funds to the Company, even if the failure to do so would result in a default of any of the Company's obligations or the loss or termination of all or any part of the Company's assets or business.

(c) The Company may require that additional Capital Contributions be made by the Members holding Units upon Supermajority Approval of the Board pursuant to Section 7.4 hereof.

5.2 Third Party Liabilities. The provisions of this Article and of Section 3.2 hereof are not intended to be for the benefit of any creditor or other Person (other than a Member in his or her capacity as a Member) to whom any debts, liabilities or obligations are owed by (or who otherwise has any claim against) the Company or any of the Members. Moreover, notwithstanding anything contained in this Agreement, including specifically but without limitation this Article, no

such creditor or other Person shall obtain any rights under this Agreement or shall, by reason of this Agreement, make any claim in respect of any debt, liability or obligation (or otherwise) against the Company or any Member.

ARTICLE VI
Distributions; Profits And Losses

6.1 Distribution of Company Funds - In General.

(a) Except as necessary to comply with the Sections of this Article VI, the Board of Managers, in its sole discretion, may distribute all Net Operating Cash Flow of the Company over and above Reasonable Reserves to the Members on a pro rata basis based on the proportion of Units then held by each such Member to the total number of Units then issued and outstanding.

(b) Except as necessary to comply with certain of the following Sections of this Article VI, all other cash flow of the Company shall be distributed among the Members of the Company as determined by Supermajority Approval of the Board on a pro rata basis based on each Member's Unit Proportion.

6.2 Distribution Upon Dissolution. Proceeds from a Terminating Capital Transaction and/or other amounts or assets available upon dissolution, and after payment of, or adequate provision for, the debts and obligations of the Company, shall be distributed and applied in the following priority:

(a) First, to fund reserves for liabilities not then due and owing and for contingent liabilities to the extent deemed reasonable by Approval of the Board, provided that, upon the expiration of such period of time as the Board, acting by Approval, shall deem advisable, the balance of such reserves remaining after payment of such contingencies shall be distributed in the manner hereinafter set forth in this Section; and

(b) Second, to the Members, an amount sufficient to reduce the Members' Capital Accounts to zero, in proportion to the positive balances in such Capital Accounts after reflecting in such Capital Accounts all adjustments thereto necessitated by (i) all other Company transactions (distributions and allocations of Profits and Losses and items of income, gain, deduction and loss) and (ii) such Terminating Capital Transaction.

6.3 Distribution of Assets in Kind. No Member shall have the right to require any distribution of any assets of the Company in kind.

6.4 Allocation of Profits and Losses. After giving effect to the allocations set forth in Sections 6.5 and 6.6 which affect the Members' distributive shares, Profits and Losses shall be allocated among the Members on a pro rata basis, based on the proportion of Units then held by each such Member to the total number of Units then issued and outstanding.

6.5 Required Regulatory Allocations.

(a) Limitation on and Reallocation of Losses. At no time shall any allocations of Losses, or any item of loss or deduction, be made to a Member if and to the extent such allocation would cause such Member to have, or would increase the deficit in, any Adjusted Capital Account Deficit of such Member at the end of any fiscal year. To the extent any Losses or items are not allocated to one or more Members pursuant to the preceding sentence, such Losses shall be allocated to the Members to which such losses or items may be allocated without violation of this Section 6.5(a).

(b) Minimum Gain Chargeback. If there is a net decrease in the Minimum Gain of the Company during any fiscal year, then items of income or gain of the Company for such fiscal year (and, if necessary, subsequent fiscal years) shall be allocated to each Member in an amount equal to such Member's share of the net decrease in the Minimum Gain, determined in accordance with Regulations Section 1.704-2(d)(1). A Member's share of the net decrease in the Minimum Gain of the Company shall be determined in accordance with Regulations Section 1.704-2(g). The items of income and gain to be so allocated shall be determined in accordance with Regulations Section 1.704-2(j)(2)(i).

(c) Nonrecourse Deductions. Nonrecourse Deductions for any fiscal year or other period (not including any Member Nonrecourse Deductions allocated pursuant to Section 6.5(d)) shall be allocated among the Members on a pro rata basis, based on the proportion of Units then held by each such Member to the total number of Units then issued and outstanding. Solely for purposes of determining each Member's proportionate share of the "excess nonrecourse liabilities" of the Company, within the meaning of Regulations Section 1.752-3(a)(3), the Company Profits shall be allocated among the Members on a pro rata basis, based on the proportion of Units then held by each such Member to the total number of Units then issued and outstanding. The items of losses, deductions and Code Section 705(a)(2)(B) expenditures to be so allocated shall be determined in accordance with Regulations Section 1.704-2(j)(1)(ii).

(d) Member Nonrecourse Deductions. Any Member Nonrecourse Deductions for any fiscal year or other period shall be allocated to the Member who bears the economic risk of loss with respect to the nonrecourse liability, as determined and defined under Regulations Section 1.704-2(b)(4), to which such Member Nonrecourse Deductions are attributable in accordance with Regulations Section 1.704-2(i)(1). The items of losses, deductions and Code Section 705(a)(2)(b) expenditures to be so allocated shall be determined in accordance with Regulations Section 1.704-2(j)(1)(ii).

(e) Member Minimum Gain Chargeback. Notwithstanding any contrary provisions of this Article VI, other than Section 6.5(b) above, if there is a net decrease in Member Minimum Gain attributable to Member Nonrecourse Debt during any fiscal year, then each Member who has a share of such Member Minimum Gain, determined in accordance with Regulations Section 1.704-2(i), shall be allocated items of income and gain of the Company, determined in accordance with Regulations Section 1.704-2(j)(2)(ii), for such fiscal year (and, if necessary, subsequent fiscal years) in an amount equal to each such Member's share of the net decrease in such Member Minimum Gain, determined in accordance with Regulations Section 1.704-2(i)(3) and 2(i)(5).

(f) Qualified Income Offset. If any Member unexpectedly receives an item described in Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5) or (6), items of income and gain shall be allocated to each such Member in an amount and manner sufficient to eliminate, as quickly as possible and to the extent required by Regulations Section 1.704-1(b)(2)(ii)(d), the Adjusted Capital Account Deficit of such Member, provided that an allocation pursuant to this Section 6.5(f) shall only be made if and to the extent that such Member would have an Adjusted Capital Account Deficit after accounting for all other allocations provided for in this Article VI other than that described in this Section 6.5(f).

(g) Basis Adjustment. To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to either of Code Sections 734(b) or 743(b) is required to be taken into account in determining Capital Accounts pursuant to Regulations Section 1.704-1(b)(2)(iv)(m), the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) and such gain or loss shall be allocated to the Members in a manner consistent with the manner in which their Capital Accounts are required to be adjusted pursuant to said Section of the Regulations.

(h) Gross Income Allocation. If at the end of any Company fiscal year any Member has a Capital Account deficit which is in excess of the sum of the items to be credited to a Member's Capital Account under clause (a) of the definition of Adjusted Capital Account Deficit, then each such Member shall be allocated items of income and gain in the amount of such excess as quickly as possible provided that an allocation pursuant to this Section 6.5(h) shall only be made if and to the extent that such Member would have a Capital Account deficit in excess of such sum after accounting for all other allocations provided for in this Article VI other than that described in this Section 6.5(h). As among Members having such excess, if there are not sufficient items of income and gain to eliminate all such excess, such allocations shall be made in proportion to the amount of each Member's respective excess.

6.6 Curative Allocations. The allocations set forth in Section 6.5 are intended to comply with certain requirements of Regulations Sections 1.704-1(b) and 1.704-2 and shall be interpreted consistently therewith. Such allocations may not be consistent with the manner in which the Members intend to divide Company distributions and to make Profit and Loss allocations. Accordingly, by the Approval of the Board, after effecting the allocations required pursuant to Section 6.5, other allocations of Profits, Losses and items thereof shall be divided among the Members so as to prevent the allocations in Section 6.5 from distorting the manner in which Company distributions will be divided among the Members pursuant to Sections 6.1 and 6.2 hereof. In general, the Members anticipate that this will be accomplished by specifically allocating other Profits, Losses and items of income, gain, loss and deduction among the Members so that the net amount of allocations under Section 6.5 and allocations under this Section 6.6 to each such Member is zero. However, the Board shall have discretion to accomplish this result in any reasonable manner.

6.7 Tax Allocations and Book Allocations.

(a) Except as otherwise provided in this Section 6.7, for federal income tax purposes, each item of income, gain, loss and deduction shall, to the extent appropriate, be

allocated among the Members in the same manner as its correlative item of "book" income, gain, loss or deduction has been allocated pursuant to the other provisions of this Article VI.

(b) In accordance with Code Section 704(c) and the Regulations thereunder, depreciation, amortization, gain and loss, as determined for tax purposes, with respect to any property whose Book Value differs from its adjusted basis for federal income tax purposes shall, for tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its Book Value, such allocation to be made by the Approval of the Managers in any manner which is permissible under said Code Section 704(c) and the Regulations thereunder and the Regulations under Code Section 704(b).

(c) In the event the Book Value of any property of the Company is subsequently adjusted, subsequent allocations of income, gain, loss and deduction with respect to any such property shall take into account any variation between the adjusted basis of such asset for federal income tax purposes and its respective Book Value in the manner provided under Section 704(c) of the Code and the Regulations thereunder.

(d) Allocations pursuant to this Section 6.7 are solely for federal, state, and local income tax purposes, and shall not affect, or in any way be taken into account in computing, any Member's Capital Account or share of Profits, Losses, other items, or distributions pursuant to any provision of this Agreement.

6.8 General Allocation and Distribution Rules.

(a) For purposes of determining the Profits, Losses, or any other items allocable to any period, Profits, Losses, and any such other items shall be determined on a daily, monthly, or other basis, as determined by the Approval of the Board of Managers using any permissible method under Code Section 706 and the Regulations thereunder. Except as otherwise provided in this Agreement, all items of income, gain, loss, and deduction shall be allocated among the Members in the same proportions as the allocations of Profits or Losses for the fiscal year in which such items are to be allocated.

(b) Upon the admission of a new Member, the new and old Members shall be allocated shares of Profits and Losses and other allocations and shall receive distributions, if any, based on the portion of the fiscal year that the new Company interest was held by the new and old Members, respectively. For the purpose of allocating Profits and Losses and other allocations and distributions, (i) such admission shall be deemed to have occurred on the first day of the month in which it occurs, or if such date shall not be permitted for allocation purposes under the Code or the Regulations, on the nearest date otherwise permitted under the Code or the Regulations, and (ii) if required by the Code or the Regulations, the Company shall close its books on an interim basis on the last day of the previous calendar month.

6.9 Tax Withholding. If the Company incurs a withholding tax obligation with respect to the share of income allocated to any Member, (a) any amount which is (i) actually withheld from a distribution that would otherwise have been made to such Member and (ii) paid over in satisfaction of such withholding tax obligation shall be treated for all purposes under this

Agreement as if such amount had been distributed to such Member, and (b) any amount which is so paid over by the Company, but which exceeds the amount, if any, actually withheld from a distribution which would otherwise have been made to such Member, shall be treated as an interest-free advance to such Member. Amounts treated as advanced to any Member pursuant to this Section shall be repaid by such Member to the Company within thirty (30) days after the Board, acting by Approval of the Board of Managers, give notice to such Member making demand therefore. Any amounts so advanced and not timely repaid by such Member shall bear interest, commencing on the expiration of said 30-day period, compounded monthly on unpaid balances, at an annual rate equal to the lowest Applicable Federal Rate as of such expiration date. The Company shall collect any unpaid amounts so advanced from any Company distributions that would otherwise be made to such Member.

6.10 Tax Matters Partner. The Board of Managers will designate a "Tax Matters Partner" (as defined in Code Section 6231) of the Company. The Tax Matters Partner is authorized and required to represent the Company (at the Company's expense) in connection with all examinations of the Company's affairs by tax authorities, including, without limitation, administrative and judicial proceedings (collectively, "Audits"), and to expend Company funds for professional services and costs associated therewith. The Members agree to cooperate with each other and to do or refrain from doing any and all things reasonably required to conduct such proceedings. The Company shall indemnify and hold harmless the Tax Matters Partner and its directors, officers, employees and agents from and against any loss, expense, damage or injury suffered or sustained by them by reason of any acts, omissions or alleged acts or omissions arising out of its activities on behalf of the Company as Tax Matters Partner absent the gross negligence of the Tax Matter Partner. The Members specifically acknowledge that the Tax Matters Partner shall not be liable, responsible or accountable in damages or otherwise to the Company or any Member with respect to any action taken by the Tax Matters Partner with respect to an Audit absent the gross negligence of the Tax Matter Partner. The Tax Matters Partner shall take such action as may be necessary to cause each Member to be entitled to notice as set forth in code Section 6223. The Tax Matters Partner shall not take any action contemplated by code Section 6224 through 6230 without the prior authorization of the Members.

6.11 Members Without Units. Notwithstanding any provision in this Article VI to the contrary, no allocation or distribution shall be made to any Member who does not own a Unit.

ARTICLE VII
Management

7.1 Management of the Company. The overall management and control of the business and affairs of the Company shall be vested in the Board of Managers, acting by Approval or Supermajority Approval of the Board of Managers as described below, but subject to the Member protections as set forth in Section 7.5 hereof. All management and other responsibilities not specifically reserved to the Members in this Agreement, or specifically requiring PCP or Specialist Member and/or System Member Consent, shall be vested in the Board of Managers, and the Members shall have no voting rights except as specifically provided in this Agreement. Each Manager shall devote such time to the affairs of the Company as is reasonably necessary for performance by such Manager of his or her duties, provided such Manager shall not be required to devote full time to such affairs.

7.2 Board of Managers. The business and affairs of the Company shall be managed by the Board of Managers.

(a) Effective on the date of this Agreement, the initial board of Managers shall be appointed by the Organizer, and shall be comprised of nine (9) representatives of the PCP Members, four (4) representatives of the Specialist Members, and four (4) representatives of the System Member. The initial Board of Managers may call for an election at such time as there are a total of three hundred (300) Members, but it must call an election at such time as there are five hundred (500) Members. At the first election, the PCP Members will elect three (3) Managers and the Specialist Members will elect one (1) Manager. At the second election, which will be held approximately one year after the first election, the PCP Members will elect three (3) Managers and the Specialist Members will elect one (1) Manager. At the third election, which will be held approximately one year after the second election, the PCP Members will elect three (3) Managers and the Specialist Members will elect two (2) Managers. Elections of Managers after the third election referred to above shall follow the identical pattern. At least two Members, who may include the incumbent unless he/she is term limited, shall be nominated for each position to be filled by election at that annual meeting, unless the Board concludes, after receiving a report from the Nominating Committee, that despite its reasonable attempts, only one physician is willing to stand for election for a position to be filled. Consideration will be given to balanced regional representation.

(b) Elections for Managers shall be held at least annually, at the annual meeting of Members. Unless terminated sooner, each Manager shall be elected or appointed until the next election of the class to which he or she was elected or appointed (at the third succeeding annual meeting) and until his/her successor is elected or appointed, as the case may be, subject to the Manager's prior death, resignation, retirement, disqualification or removal from office. A Manager may serve a maximum of three, full, three-year terms and any initial appointed terms shall not count toward this maximum.

(c) No Person shall be elected as a Manager by the PCP or Specialist Members or, if so elected by the PCP or Specialist Members, shall continue to serve as a Manager, who does not satisfy the following requirements:

(i) A Member of the class of Member by which he or she was selected;

(ii) Not an employee, medical staff officer or medical executive committee member of a hospital operated by an entity other than Beaumont Health;

(iii) Participates at the time of his/her election in at least one managed care contract offered by Company;

(iv) Not a board member, officer, or employee of an accountable care organization (or its sponsoring organization), other than Company, which operates in southeast Michigan;

(v) Commits to attend not less than 70% of regular board meetings of Company, as well as those special meetings of Company's Board which he/she is able to attend;

(vi) Commits to active participation on at least one standing committee of Company; and

(vii) Commits to attend periodic educational programs recommended by the Board regarding accountable care organizations and healthcare finance.

(d) The System Member may appoint such Persons as Managers as its President and Chief Executive Officer shall determine will contribute to the Board's operations.

(e) There shall be at least six (6) meetings of the Managers per annum and at least one (1) meeting of the Members per annum. The Managers or Members, as applicable, may provide, by resolution, the time and place for the holding of such meetings. Written notice shall be provided to all Managers and Members of such resolution not more than ten (10) days after the beginning of each calendar year.

(f) Special meetings of the Board of Managers also may be called at the request of any three (3) Managers upon five (5) days advance written notice to all other Managers. The time, place and purpose or purposes for such special meetings shall be stated in the notice of such meeting.

(g) Special meetings of the Members also may be called at the request of any twenty-five (25) Members upon ten (10) days advance written notice to other Members. The time, place and purpose or purposes for such special meetings shall be stated in the notice of such meeting.

(h) The presence of twelve (12) Managers shall constitute a quorum at any meeting of the Board of Managers, so long as at least one (1) Manager who is a PCP Member, one (1) Manager who is a Specialist Member and one (1) System Manager is present. The Members who attend a meeting of Members shall constitute a quorum.

(i) Members must attend meetings of the Members in person and no mail or proxy voting will be permitted. Members who are scheduled to work a shift during any meeting of members or who are on-call and are required to be on-site may cast a vote in any election scheduled in advance of a particular meeting by casting a ballot at the Company office the day before or the day of the meeting in question. The Company's Executive Director may require, in his/her sole discretion, proof of the Member's inability to be present at the meeting. Managers must attend meetings of the Board in person, except that a Manager may attend a meeting of Managers by phone or video conference once a year, with the chairman's permission, despite being less than 100 miles from the site of the meeting at the time of the meeting, and may attend any meeting by such means if more than 100 miles from the site of the meeting at the time of the meeting. If a Manager attends a meeting by phone or video conference, the Manager attending by such means and the Managers attending in person must be able to hear each other at all times.

(j) A PCP or Specialist Manager's status as a Manager may be terminated at any time, with or without cause, by the PCP or Specialist Members who appointed him or her. In the event that any PCP or Specialist Manager ceases to serve as a Manager (whether by reason of termination, resignation, removal or any other cause), thereby creating a vacancy in the position of PCP or Specialist Manager, the Nominating Committee shall make a recommendation as to the

Member who shall fill the vacancy and the remaining Managers shall have the power to elect a person, who shall serve the remainder of the former Manager's term.

(k) A System Manager's status as a Manager may be terminated at any time, with or without cause, by the System Member. In the event that any System Manager ceases to serve as a Manager (whether by reason of termination, resignation, removal or any other cause), thereby creating a vacancy in the position of System Manager, the System Member President and CEO shall designate a successor System Manager to fill such vacancy.

(l) No Manager may resign from, retire from, abandon or otherwise terminate his status as a Manager except after thirty (30) days' notice to the Board and to the Member(s) who appointed him or her to the Board, unless such Member(s) or the Board otherwise consents in writing.

7.3 Manner of Exercise of Board's Authority. All responsibilities granted to the Board or under this Agreement shall be exercised by the Board as a body, and no Manager, acting alone and without prior Approval of the Board, shall have the authority to act on behalf of the Board. Except as provided in Section 7.4, the Company shall act by vote of a majority of the Managers at a meeting where a quorum, as defined in Section 7.2(h), is present. None of the following actions shall be taken by the Company except upon Approval of the Board of Managers, subject to the requirements of Section 7.5 hereof:

(a) Borrow money and otherwise obtain credit and other financial accommodations not in excess of $250,000 in the ordinary course of the business of the Company;

(b) Employ, engage, retain or deal with any Persons to act as employees, agents, brokers, accountants, lawyers or in such other capacity as may be necessary or desirable;

(c) Adjust, compromise, settle or refer to arbitration any claim in favor of or against the Company or any of its assets, to make elections in connection with the preparation of any federal, state and local tax returns of the Company and to institute, prosecute, and defend any legal action or any arbitration proceeding;

(d) Acquire and enter into any contract of insurance necessary or proper for the protection of the Company and/or any Member and/or any Manager, including without limitation to provide the indemnity described in Section 7.8 or any portion thereof;

(e) Approve technical amendments to this Agreement or the Articles of Organization;

(f) Establish a record date for any distribution to be made under Article VI hereof; and

(g) Perform any other act which the Managers may deem necessary or desirable for the Company as well as the Company's business.

7.4 Supermajority Approval. The following actions shall require the affirmative vote of fourteen (14) of the Managers then serving, subject only to the requirements of Section 7.5 below:

(a) Amendments to the following sections of the Operating Agreement: Article I, 2.2, 2.4, 3.2, 3.3, 3.4, 3.5, 3.6, 4.1, 4.3, 5.1, 6.4, 7.1, 7.2, 7.3, 7.4, 7.5, 7.8, 8.1, Article X, 12.8, 12.13, and 12.14.

(b) The designation of some or all of Net Operating Cash Flow as Reasonable Reserves;

(c) Removal of a Manager;

(d) Adoption of payment risk models for any managed care contract to which the Company is a party;

(e) Expenditures not part of the approved operating or capital budgets, including any contingency amounts;

(f) Approval of a contract with a health plan or other payer with which the Company has no contract, or the termination of an existing contract with a health plan or payer;

(g) Contracting with a provider of health care services who/which is not a Member;

(h) Borrowing by the Company in excess of $250,000,

(i) Additional capital contributions;

(j) Election of officers of the Company;

(k) The selection or termination of the Company's Executive Director, except for appointment of an interim Executive Director which may be done by action of the Executive Committee with ratification at the Board of Managers at the next scheduled meeting;

(l) A bankruptcy filing by the Company; and

(m) Authorization, creation, designation, determination or issuance of any new class of Units, or securities convertible into Units, or the issuance of options or warrants to purchase Units.

7.5 Restrictions. Notwithstanding any other provision in this Agreement to the contrary, the Company shall not take any of the following actions without the affirmative vote of a majority of the Members of each class having voting rights:

(a) Authorize the merger, consolidation or similar combination with any other entity;

(b) Authorize the sale of all or substantially all the assets of the Company;

(c) The dissolution or liquidation of the Company;

(d) Amend the Articles of Organization of the Company.

7.6 Unanimous Written Consent. The Board may act without a meeting if, prior or subsequent to such action, a consent or consents in writing, setting forth the action so taken, and signed by all of the Managers is filed with the Company along with the minutes of the proceedings of the Board. The action taken through such unanimous written consent is effective when the last Manager signs the consent unless the consent otherwise specifies.

7.7 Binding the Company. Subject to the provisions of Sections 7.3, 7.4 and 7.5 hereof, any action taken by the Company's Executive Director, with approval of the Board or with Consent of the Members, where so required, shall bind the Company and shall be deemed to be the action of the Company.

7.8 Compensation of Managers and Members. No direct or indirect payment shall be made by the Company to any Member of the Company or to any Affiliate of any Member for such Member's services as a Member. The Board may determine to provide reasonable compensation to Managers and officers for their services as Managers and officers. Each Manager and officer shall be entitled to reimbursement from the Company for all reasonable expenses incurred by such Manager or officer in managing and conducting the business and affairs of the Company, if expenses are incurred within the scope of delegated responsibilities.

7.9 Contracts with Affiliated Persons. The Company may enter into one or more agreements, leases, contracts or other arrangements for the furnishing to or by the Company of goods, services or space with any Member, Manager or Affiliated Person, and may pay compensation thereunder for such goods, services or space, provided in each case the amounts payable thereunder are reasonably comparable to those which would be payable to unaffiliated Persons under similar agreements, and if the determination of such amounts is made in good faith it shall be conclusive absent manifest error.

7.10 Reliance on Reports; Discharge of Duties. Managers shall discharge their duties to the Company in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances and in a manner such person reasonably believes to be in the best interests of the Company. In discharging such duties, a Manager may rely on information, opinions, reports or statements, including financial statements and other financial data, if prepared or presented by any of the following:

(a) one or more Members, or employees of the Company whom the Managers reasonably believe to be reliable and competent in the matter presented; or

(b) legal counsel, public accountants, engineers, or other persons as to matters the Managers reasonably believe are within the person's professional or expert competence; provided, however, that a Manager is not entitled to rely upon any such information if such Manager has knowledge concerning the matter in question that makes reliance otherwise permitted by this Section unwarranted. A Manager shall not be liable for any action taken as a Manager or any failure to take any action if such Manager performs such Manager's duties hereunder.

7.11 Other Activities. Subject to any other restrictions set forth in this Agreement, the Members, Managers and any Affiliates of any of them may engage in and possess interests in other business ventures and investment opportunities of every kind and description, independently or with others as long as they do not violate Article X hereof.

7.12 Audited Financial Statements. The Board shall authorize and cause to be prepared audited financial statements on an annual basis within ninety (90) days after the end of each fiscal year of the Company.

7.13 Committees. The Board may designate one or more standing or ad hoc committees. Except as otherwise provided in Section 7.14, the Board shall appoint members to each committee which may include non-Board members (except for the Executive Committee) but shall include at least one Manager. The Board may designate one or more of the Managers as alternate members of a committee, who may replace an absent or disqualified Manager at a meeting of the committee. A committee, and each member thereof, shall serve at the pleasure of the Board.

7.14 Executive Committee. There shall be an Executive Committee composed of the officers of the Company and, if the elected officers do not include at least one (1) Manager who is a PCP Member, one (1) Manager who is a Specialist Member and one (1) System Manager, then at least one Manager from each unrepresented class, to be chosen by the Managers from that class. The Executive Committee shall meet on the call of the Chairman of the Board of Managers, and the Chairman shall be the chairman of the Committee. The Chairman must call a meeting of the Committee upon the request of any two members of the Committee. A quorum of the Committee shall be present when at least one Manager from each class of Member is present. To take any action, all of the Committee members present at a meeting where there is a quorum must vote in favor of the action. The Executive Committee may take any action which could be taken by the Board of Managers, except that it shall not be empowered to take any action described in Sections 7.4 and 7.5 of the Operating Agreement, except with respect to appointment of an interim Executive Director. The provisions of Section 7.13 shall not apply to the Executive Committee. Any action of the Executive Committee must be reported to the Board of Managers at its next meeting.

ARTICLE VIII
Officers

8.1 Number; Election; Resignation. The Company shall have a Chairperson, a Vice Chairperson, a Treasurer, a Secretary, and an Executive Director and such other officers as the Board may in its discretion create. All officers shall be elected for two (2)-year terms by the Board, acting by Supermajority Approval, at any duly convened meeting of the Board. In selecting officers, the Board shall consider the skill, qualifications, dedication, and loyalty of officer candidates, and with respect to such officers, the Board shall select only those individuals who, in the Board's sole opinion, shall best promote and advance the interests of the Company. Each officer shall hold office for two (2) year terms until his or her successor is chosen and qualified, but shall be evaluated annually by the Board, unless terminated earlier and except as otherwise provided at the meetings respectively at which he or she is elected or appointed. Any officer may resign by delivering his written resignation to the Company at its office, or to the Board, and such resignation shall be effective upon receipt, unless it is specified to be effective at some other time

or upon the happening of some other event. An officer may be re-elected but, if elected Chairperson or Vice Chairperson, his or her term of office may not extend beyond his or her term as a Manager.

8.2 Same Person Holding Two or More Offices. To the extent permitted by the Act, any two or more of the offices referred to in this Section may be filled by the same person.

8.3 Officers Need Not Be Members or Managers. Except the Chairperson and Vice Chairperson, who must be Managers or as otherwise provided by the Act, any person shall be eligible for election to be an officer of the Company without the necessity of being a Member or Manager.

8.4 Removal of Officers. Any officer may be removed by the Board, acting by Supermajority Approval, with or without cause.

8.5 Vacancies. In case a vacancy in any office shall occur due to any cause, the Board of Managers, acting by Supermajority Approval, may elect a person to fill such vacancy who shall hold office until the date on which the office would ordinarily be filled, and until a successor is chosen and qualified.

8.6 Chairperson and Vice Chairperson. The Chairperson shall be the chief executive officer of the Company and shall, subject to the provisions set forth hereinafter, have the authority to oversee such administrative activities and to take such administrative actions as shall be customary for a chief executive officer. The Chairperson shall perform such additional duties as may be delegated to the Chairperson by the Board or as may be imposed by law. It shall be the duty of the Chairperson, and the Chairperson shall have the power to see to it, that all orders and resolutions of the Board are carried into effect. The Chairperson shall, from time to time, report to the Board all matters within his or her knowledge which the interests of the Company may require to be brought to its notice. The Vice Chairperson shall act as Chairperson in the absence or disability of the Chairperson.

8.7 Treasurer. The Treasurer shall, subject to the supervision and control of the Board, have custody of the funds and of all the valuable papers of the Company. The Treasurer shall keep the accounts of the Company in a clear manner, and shall, at all times, when requested by the Board, exhibit a true statement of the affairs of the Company. The Treasurer shall, if required by the Board, give a bond for the faithful discharge of his or her duties, at the expense of the Company, with satisfactory sureties in such penal sum as the Board may determine, if so required by the Board. Except as the Board may otherwise order, the Treasurer shall sign and/or endorse all promissory notes, bills, checks, drafts, trade acceptances, and bankers' acceptances, and may execute all deeds, mortgages, reports, contracts, agreements, and other legal documents of the Company, but the Board may authorize any other officer or officers, or agent or agents, including, the Executive Director, to sign any obligations, instruments, or papers on behalf of the Company, and/or may limit the authority of the Treasurer in any of said matters. The Treasurer shall perform such other duties as may be delegated to him or her by the Board or as may be imposed by law.

When the Treasurer shall be absent or for any other reason unable to perform his or her duties, the Treasurer may appoint any other officer of the Company to act as Temporary Treasurer,

and said Temporary Treasurer shall have all the duties herein delegated to the Treasurer during the term of his or her appointment.

8.8 Secretary. The Secretary shall keep the records of the Company, of its Members, and of the Board, and shall perform such duties and have such powers additional to the foregoing as the Board shall designate.

8.9 Executive Director. The Executive Director shall be the Chief Operating Officer of the Company, and shall perform those duties which such a position typically requires, subject to the direction of the Board. He/she shall not be a member of the Board, but unless excused by the Board, shall be entitled to attend all meetings of the Board.

ARTICLE IX
Fiscal Matters

9.1 Books and Records. The Company's Executive Director shall perform day to day bookkeeping for the Company and shall keep complete and accurate records of the same. The Company shall engage the services of a certified public accounting firm ("Accounting Firm") to audit the Company's books and records using the same methods of accounting which are used in preparing the federal income tax returns of the Company to the extent applicable and otherwise in accordance with United States generally accepted accounting principles consistently applied. Such books and records shall be maintained and updated monthly, and shall be available, in addition to any documents and information required to be furnished to the Members under the Act, at an office of the Company or the Accounting Firm for examination and copying by any Member, or his or her duly authorized representative, upon reasonable request therefor and at the expense of such Member. The Company shall keep at its registered office all items required pursuant to the Act. Within one hundred twenty (120) days after the end of each fiscal year of the Company, each Member shall be furnished with audited financial statements which shall contain a balance sheet as of the end of the fiscal year and statements of income and cash flows for such fiscal year. Any Member may, at any time, at his or her own expense, cause an audit or review of the Company books to be made by a certified public accountant of his or her own selection.

9.2 Bank Accounts. Bank accounts and/or other accounts of the Company shall be maintained in such banking and/or other financial institution(s) as shall be selected by Approval of the Board, and withdrawals shall be made and other activity conducted on such signature or signatures as determined by Approval of the Board. Any and all records with respect to such bank accounts and/or other accounts, including, but not limited to, copies of any checks written on such account or records or other withdrawal activity, shall be available at an office of the Company or the Accounting Firm for examination and copying by any Member, or his or her duly authorized representative, upon reasonable request therefor and at the expense of such Member.

9.3 Fiscal Year. The fiscal year of the Company shall end on December 31 of each year.

ARTICLE X
Confidential Information,

Limitation of Liability and Indemnification

10.1 Confidential Information.

(a) Each Member acknowledges that the Confidential Information is valuable property of the Company and undertakes that for so long as he, she or it is a Member, and thereafter until such information otherwise becomes publicly available other than through breach of this Section 10.1, he, she or it shall:

(i) treat the Confidential Information as secret and confidential;

(ii) not disclose (directly or indirectly, in whole or in part) the Confidential Information to any third Party except with the prior written consent of Company;

(iii) not use (or in any way appropriate) the Confidential Information for any purpose other than the performance of the business of the Company and otherwise in accordance with the provisions of this Agreement;

(iv) recognize and acknowledge that the Company's trade secrets and other confidential or proprietary information, as they may exist from time to time, are valuable, special and unique assets of the Company's business. Accordingly, during the term of the Company, each Member shall hold in strict confidence and shall not, directly or indirectly, disclose or reveal to any person, or use for its own personal benefit or for the benefit of anyone else, any trade secrets, confidential dealings or other confidential or proprietary information of any kind, nature or description (whether or not acquired, learned, obtained or developed by a Member alone or in conjunction with others) belonging to or concerning the Company, or any of its customers or clients or others with whom they now or hereafter have a business relationship, except: (i) with the prior written consent of all the other Members; (ii) in the course of the proper performance of the Member's duties hereunder; or (iii) as required by applicable law or legal process. Each Member confirms that all such information constitutes the exclusive property of the Company.

Given the secretive and competitive environment in which the Company does business and the fiduciary relationship that the Members have with the Company, each Member agrees to promptly deliver to the Company, at any time when the Company so requests, all memoranda, notes, records, drawings, manuals and other documents (and all copies thereof and therefrom) in any way relating to the business or affairs of the Company or any of its customers and clients, whether made or compiled by such Member or furnished to it by the Company or any of its employees, customers, clients, consultants or agents, which such Member may then possess or have under its control. Each Member confirms that all such memoranda, notes, records, drawings, manuals and other documents (and all copies thereof and therefrom) constitute the exclusive property of the Company. Notwithstanding the foregoing paragraph or any other provision of this Agreement, each Member shall be entitled to retain any written materials received by such Member in its capacity as a Member; and

(v) limit the dissemination of and access to the Confidential Information to such of the Company's and the Member's officers, directors, Managers, employees, agents,

attorneys, consultants, professional advisors or representatives as may reasonably require such information for the performance of Company business and ensure that any and all such persons observe all the obligations of confidentiality contained in this Section.

(b) "Confidential Information" means any and all policies, procedures, quality assurance techniques, plans, projections, pro formas, financial, statistical and other information of the Company, including (but not limited to) information embodied on magnetic tape, computer software or any other medium for the storage of information, together with all notes, analyses, compilations, studies or other documents prepared by the Company or others on behalf of the Company containing or reflecting such information. Confidential Information does not include information which:

(i) was lawfully made available to or known by third person on a non-confidential basis prior to disclosure by a Member;

(ii) is or becomes publicly known through no wrongful act of a Member; or

(iii) is received by a Member from a third Party other than in breach of confidence.

10.2 Additional Covenants.

(a) If a court of competent jurisdiction should declare this Article X, or any provision hereof, unenforceable because of any unreasonable restriction of duration, activity and/or geographical area, then the Parties hereby acknowledge and agree that such court shall have the express authority to reform this Agreement to provide for reasonable restrictions and/or grant the Company such other relief at law or in equity, reasonably necessary to protect the interests of the Company.

(b) Each Member specifically acknowledges that a breach of this Article X would cause the Company and other Members to suffer immediate and irreparable harm, which could not be remedied by the payment of money. In the event of a breach or threatened breach by a Member of any of the provisions of this Article X, the Company and other Members shall be entitled to injunctive relief to prevent or end such breach, without the requirement to post bond, and shall be entitled to recover reasonable attorneys' fees and expenses. Nothing herein shall be construed as prohibiting the Company from pursuing any other remedies available to it for such breach or such threatened breach, including the recovery of damages.

(c) Each Member warrants and represents that he, she or it:

(i) Is familiar with the confidentiality agreement contained herein.

(ii) Is not acquiring such Units for resale.

(iii) Has concluded that his, her or its obligations and the Company's rights and remedies described herein, including, without limitation, the right to equitable relief contained herein, are reasonable.

(iv) Is fully aware of the duties, responsibilities, obligations and liabilities imposed upon him, her or it by this Article.

(v) Acknowledges that the covenants contained herein are fair, reasonable and just, under the circumstances, and are not a penalty.

(vi) Acknowledges that no registration statement is now on file with the Securities and Exchange Commission with respect to any Units in the Company, and the Company has no obligation or current intention to register such Units under the Federal Securities Act 1933 ("33 Act").

(vii) Acknowledges that the Units have not been registered under the 33 Act because the Company is issuing such Units in the belief that such Units are not securities, and if considered securities, that they are being issued in reliance upon the exceptions from registration requirements of the 33 Act providing for issuance of securities not involving a public offering, together with any corresponding exemptions of the Michigan Securities Act.

(viii) Acknowledges that the exemptions from registration under the 33 Act would be unavailable if the Units in the Company were acquired by a Member with a view to distribution.

(ix) Acknowledges that this Agreement does not conflict with or violate any other agreement to which the Member is party.

(x) Agrees to be substantially involved in the operation of the Company and does not expect a return on his, her or its investment due to the efforts of others.

(d) The System Member further represents, warrants and covenants to the Company, the Board and all other Members that appropriate approval to enact this Agreement has been obtained from the System Member's governing board for the System Member to enact this Agreement and to be bound thereby.

10.3 Limitation of Liability.

(a) *Company Acts*. Unless provided by law or expressly assumed, no Member or Manager shall be liable for the acts, debts, or liabilities of the company, including, without limitation, those under a judgment, decree or order of a court.

(b) *Liability of Members and Manager*. To the fullest extent permitted under the Act, no Member of Manager shall be liable to the Company or any Member for breach of any duty established in Section 404 of the Act, excepting any liability for any (a) breach of any duty of loyalty, (b) the receipt of a financial benefit to which the Member or Manager is not entitled, (c) liability under Section 308 of the Act, (d) acts taken in violation of this Agreement of (e) acts or omissions not in good faith or that involve gross negligence, willful misconduct or a known violation of law. Any repeal, amendment or other modification of this Section 10.3(b) shall not increase the liability or alleged liability of any Member or Manager then existing with respect to any state of facts then or previously existing, or any action, suit or proceeding theretofore or thereafter brought or threatened based in whole or in party upon any such state of facts.

10.4 Indemnification.

(a) To the fullest extent permitted under the Act, the Company shall indemnify and hold harmless each Manager (each an "Indemnitee") from and against any and all losses, expenses, claims and demands sustained by reason of any acts or omissions or alleged acts or omissions as a Manager of the Company, including, without limitation, judgments, settlements, penalties, fines or expenses actually and reasonably incurred by the Indemnitee in a proceeding to which the Indemnitee is a party or threatened to be made a party because he or she is or was a Member, if the Indemnitee acted in good faith and in a manner such Indemnitee reasonably believed to be in or not opposed to the best interests of the Company or the Members, and with respect to a criminal proceeding, if the Indemnitee had no reasonable cause to believe such Indemnitee's conduct was unlawful, except that the Company shall not indemnify any such Person for conduct described in Sections 10.3(b). The termination of a proceeding by judgment, order, settlement, conviction, or upon a *plea of nolo contendere* or its equivalent, does not, of itself, create a presumption that the Indemnitee did not act in good faith and in a manner which such Indemnitee reasonably believed to be in or not opposed to the best interests of the Company or the Members, and, with respect to a criminal proceeding, have reasonable cause to believe that such Indemnitee's conduct was unlawful.

(b) Notwithstanding Section 10.4(a) hereof, the Company shall not be required to indemnify an Indemnitee in connection with an action, suit or proceeding or claim (or part thereof) brought or made by such Indemnitee, unless such action, suit, proceeding or claim (or part thereof) was authorized by the Board.

(c) An indemnification under this Section 10.4 shall be made by the Company only as authorized in the specific case upon a determination by the Board that indemnification is proper in the circumstances because such Indemnitee has met the applicable standard of conduct set forth in this Section 10.4, and upon an evaluation by the Board of the reasonableness of the expenses and amounts paid in settlement. The Company may pay or reimburse the reasonable expenses incurred by an Indemnitee who or which is a party or threatened to be made a party to a proceeding in advance of final disposition of the proceeding if (i) the same is approved by the Board, (ii) the Indemnitee furnishes the Company an unlimited written undertaking of the Indemnitee to repay the advance if it is ultimately determined that such Indemnitee did not meet the applicable standard of conduct, and (iii) the Board determines that the facts then known to them do not preclude indemnification under this Section 10.4.

10.5 Liability Insurance. The Company shall have the power to purchase and maintain insurance on behalf of any person who is or was a Member, Manager, officer, employee, or agent of the Company, or is or was serving at the request of the Company as a director, officer, member, manager, partner, trustee, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise against any liability asserted against such Person and incurred by such Person in any such capacity or arising out of such person's status as such, ether or not the Company would have the power to indemnify such Person against such liability under the provision of this Article of the Act.

ARTICLE XI
Dissolution and Termination

11.1 Events Causing Dissolution.

The Company shall be dissolved and its affairs wound up upon the first to occur of the following events:

(a) The sale or other disposition of all or substantially all of the assets of the Company, unless the disposition is a transfer of assets of the Company in return for consideration other than cash and, by Supermajority Approval of the Board, a determination is made not to distribute any such non-cash items to the Members;

(b) The election for any reason to dissolve the Company made by the Members pursuant to Section 7.5;

(c) When there are no remaining Members, unless the holders of all of the financial rights in the Company agree in writing, within ninety (90) days after the cessation of membership of the last Member, to continue the legal existence and business of the Company and to appoint one or more new Members;

(d) Any consolidation or merger of the Company with or into any entity unless the Company is the resulting or surviving entity; or

(e) Entry of a decree of judicial dissolution.

11.2 Procedures on Dissolution. Dissolution of the Company shall be effective on the day on which the event occurs giving rise to the dissolution, but the Company shall not terminate until the Articles shall be canceled in the manner set forth in the Act. Notwithstanding the dissolution of the Company, prior to the termination of the Company, as aforesaid, the business and the affairs of the Company shall be conducted so as to maintain the continuous operation of the Company pursuant to the terms of this Agreement. Upon dissolution of the Company and subject to the provisions of Section 7.5 hereof, the Members, or, if none, a liquidator elected by Supermajority Approval, shall liquidate the assets of the Company, apply and distribute the proceeds thereof under Article VI, and cause the termination of the Agreement.

ARTICLE XII
General Provisions

12.1 Notices. Any and all notices under this Agreement shall be effective (a) on the fifth (5th) business day after being sent by registered or certified mail, return receipt requested, postage prepaid, or (b) on the first business day after being sent by express mail, telecopy, or commercial expedited delivery service providing a receipt for delivery. All such notices in order to be effective shall be addressed, if to the Company at its principal office, if to a Member at the last address of record on the Company books, and copies of such notices shall also be sent to the last address for the recipient which is known to the sender, if different from the address so specified. A Member may change its address for purposes of this Agreement by giving the Board notice of such change in the manner heretofore provided for the giving of notices.

12.2 Word Meanings. The words "herein," "hereinafter," "hereinbefore," "hereof" and "hereunder" as used in this Agreement refer to this Agreement as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires. The singular shall include the plural and the masculine gender shall include the feminine and neuter, and vice versa, unless the context otherwise requires. All section references, except as otherwise provided herein, are to sections of this Agreement.

12.3 Binding Provisions. Subject to the restrictions on transfers set forth herein, the covenants and agreements contained herein shall be binding upon, and inure to the benefit of, the parties hereto, their heirs, Legal Representatives, successors and assigns.

12.4 Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Michigan, including the Act, as interpreted by the courts of the State of Michigan, notwithstanding any rules regarding choice of law to the contrary.

12.5 Counterparts. This Agreement may be executed in several counterparts and as so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all of the parties have not signed the original or the same counterpart.

12.6 Separability of Provisions. Each provision of this Agreement shall be considered separable. If for any reason any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid, and if for any reason any provision or provisions herein would cause the Members to be liable for or bound by the obligations of the Company, such provision or provisions shall be deemed void and of no effect.

12.7 Section Titles. Section titles are for descriptive purposes only and shall not control or alter the meaning of this Agreement as set forth in the text.

12.8 Amendments. This Agreement may be amended or modified only in accordance with Sections 7.3, 7.4, and 7.5 hereof.

12.9 Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter.

12.10 Waiver of Partition. Each Member agrees that irreparable damage would be done to the Company if any Member brought an action in court to dissolve the Company. Accordingly, each Member agrees that he or she shall not, either directly or indirectly, take any action to require partition or appraisement of the Company or of any of the assets or properties of the Company, and notwithstanding any provisions of this Agreement to the contrary, each Member (and his or her successors and assigns) accepts the provisions of this Agreement as his or her sole entitlement on termination, dissolution and/or liquidation of the Company and hereby irrevocably waives any and all rights to maintain any action for partition or to compel any sale or other liquidation with respect to his or her interest, in or with respect to, any assets or properties of the Company. Each Member further agrees that he or she or it will not petition a court for the dissolution, termination or liquidation of the Company.

12.11 Survival of Certain Provisions. The Members acknowledge and agree that this Agreement contains certain terms and conditions which are intended to survive the dissolution and termination of the Company, including, but without limitation, the provisions of Sections 10.1 and 10.2. The Members agree that such provisions of this Agreement which by their terms require, given their context, that they survive the dissolution and termination of the Company so as to effectuate the intended purposes and agreements of the Members hereunder shall survive notwithstanding that such provisions had not been specifically identified as surviving and notwithstanding the dissolution and termination of the Company or the execution of any document terminating this Agreement, unless such document specifically provides for nonsurvival by reference to this Section 12.11 and to the specific provisions hereof which are intended not to survive.

12.12 No Impairment. The Company shall not amend, modify or repeal any provision of the Articles of Organization of the Company or this Agreement in any manner which would alter or change the rights, preferences, privileges or powers of, or the restrictions provided for the benefit of, the Members having voting rights, without the express prior written consent of a majority of the Members of the class so impacted in each and every such instance; nor shall the Company, through any reorganization, transfer of assets, merger, dissolution, issue, sale or distribution of Units or any other voluntary action, avoid or seek to avoid the observance or performance of any terms of this Agreement for the benefit of the Members having voting rights, without the express prior written consent of the majority of the Members of the class so impacted in each and every such instance, as limited by Section 7.5. The Company shall in good faith take any and all actions which are necessary or appropriate in order to protect the rights of the Members.

12.13 Specific Performance or Injunctive Relief. The Members and the Company hereby declare that it is impossible to measure in money the damages which may accrue to one or more of them by reason of the failure of a Party to perform any of its obligations hereunder. Therefore, if any Party hereto shall institute any action or proceeding to enforce the provisions of this Agreement, any person (including the Company) against whom such action or proceeding is brought hereby waives the claim or defense therein that such Party has or may have an adequate remedy at law and agrees not to urge in any such action or proceeding that such a remedy exists. Furthermore, any Party seeking to enforce the provisions of this Agreement shall have the right to specific performance, injunctive or other equitable relief without the requirement to post bond.

12.14 Dispute Resolution; Binding Arbitration. Except for disputes relating to breaches of Sections 10.1 through 10.3, all disputes shall be resolved under the following provisions of this Agreement.

This Agreement shall be construed to be in accordance with any and all federal and state statutes, including Medicare, Medicaid and all federal and state rules, regulations, principles and interpretations applicable to the Company and the Members, and the relationships among them. It is the intent of this Section to set forth a procedure so that if certain legal developments occur, a dispute arises, or certain circumstances arise in which the Board of Managers should become internally deadlocked (including due to the withholding of Supermajority Approval), a procedure will be in place that will bring the terms of this Agreement back into legal compliance and/or resolve a Board deadlock while preserving, to the extent possible, the economic and governance relationships set forth here.

In the event there is any dispute among the parties or there is any legal development, including without limitation, a change in (or the interpretation of) Medicare, Medicaid or other federal or state statutes, rules, regulations, principles or interpretations, that renders any of the material terms of this Agreement unlawful or unenforceable (including any services rendered or compensation to be paid hereunder), or a definitive judicial or State of Michigan interpretation of Michigan law that substantially affects the business, governance, or economics of the Company in an adverse manner (collectively a "Negative Legal Development"), or any circumstance in which the Board itself is deadlocked in its decision making hereunder and cannot take action (a "Deadlock Event"), any class of Members with voting rights that is affected by such Negative Legal Development or such Deadlock Event shall have the immediate right upon notice to the other Members (the "Notice") to initiate the renegotiation of the affected term or terms of this Agreement, so as to remedy the impacts of the Negative Legal Development or to seek resolution of the Deadlock Event, each in a manner that substantially maintains the then existing economic and governance relationships of the Members, if it is legal to accomplish the change while maintaining substantially such economic and governance relationship.

If the Parties are not able to renegotiate the affected terms of the Agreement or resolve the Deadlock Event or dispute on a mutually satisfactory basis within forty five (45) days after the Notice, the Parties must submit the issues (the "Dispute") to mediation and arbitration pursuant to the procedure set forth below. The arbitrator selected in accordance with the provisions set forth below (the "Arbitrator") will be asked to determine the following: (a) whether there is a bona fide Negative Legal Development or Deadlock Event; (b) if so, are there modifications to the affected term or terms of the Agreement (the "Modifications") or a resolution of the Deadlock Event ("Resolution") that are legal and will resolve the Dispute in a manner that substantially maintains the then existing economic and governance relationships of the Members; and (c) if there are curative Modifications or a Resolution, to determine and set forth in writing the specific Resolution or Modifications to each affected term of this Agreement.

A. Right to Mediate; Binding Arbitration. Any dispute between the Parties relating to this Agreement must first be submitted to non-binding mediation in accordance with procedures agreed upon by the Parties. If the dispute is not resolved through mediation within forty-five (45) days of the initial request for mediation or within a time frame mutually agreed upon by the Parties, the dispute must then be submitted for binding arbitration in accordance with procedures set forth by the American Health Lawyers Association.

B. Pre-Arbitration Procedure.

1. Any dispute shall be submitted to arbitration by notifying the other Party or Parties, as the case may be, hereto in writing of the submission of such dispute to arbitration (the "Arbitration Notice"). The Party delivering the Arbitration Notice shall specify therein, to the fullest extent then possible, its version of the facts surrounding the dispute and the amount of any damages and/or the nature of any injunctive or other relief such Party claims.

2. The Party (or Parties, as the case may be) receiving such Arbitration Notice shall respond within sixty (60) days after receipt thereof in writing (the "Arbitration Response"), stating its version of the facts to the fullest extent then possible and, if applicable, its position as to damages or other relief sought by the Party initiating arbitration.

3. The Parties shall then endeavor, in good faith, to resolve the dispute outlined in the Arbitration Notice and Arbitration Response. In the event the Parties are unable to resolve such dispute within sixty (60) days after receipt of the Arbitration Response, the Parties shall initiate the arbitration procedure outlined below.

C. Arbitration Procedure.

1. If the Parties hereto are unable to resolve the dispute within sixty (60) days after receipt of the Arbitration Response as set forth above, then the Parties must submit the dispute to binding arbitration in accordance with the American Health Lawyers arbitration program. If the Parties are unable to agree on an arbitrator within sixty (60) days after receipt of the Arbitration Response, each of the Parties shall, within sixty (60) days after receipt of the Arbitration Response, choose an arbitrator selector ("Selector"). The two Selectors shall then have forty (40) days to select an arbitrator who shall serve as the final arbitrator for the dispute. (The arbitrator chosen by the Parties hereto or by the Selectors, as the case may be, shall hereinafter be as the "Arbitrator"). The Arbitrator shall not be an Affiliate of any of the Parties hereto.

2. The arbitration shall be held in Dearborn, Michigan. The Parties shall submit to the Arbitrator the Arbitration Notice and the Arbitration Response and any other facts regarding the dispute of which any Party desires.

3. The Arbitrator shall apply the arbitration rules set forth below in making his or her decision. The decision of the Arbitrator shall be rendered within sixty (60) days of the close of the hearing record, shall be in writing and shall contain findings of fact and conclusions of law.

D. Arbitration Rules.

1. The Arbitrator shall allow reasonable discovery, which he determines is necessary for determination of the issues presented.

2. The Arbitrator shall agree to resolve all factual disputes prior to resolving legal disputes.

3. The Arbitrator shall be guided by, and shall substantially comply with, the then applicable Federal Rules of Evidence.

4. The Arbitrator is empowered to include in any award made hereunder such relief as the Arbitrator deems appropriate (other than punitive damages and attorneys' fees), including, without limitation, injunctive relief in addition to or in lieu of monetary damages.

5. Should any Party refuse or neglect to appear or participate in the arbitration proceedings, including the procedures relating to the selection of an Arbitrator, the participating Party may select the Arbitrator and the Arbitrator is empowered to decide the controversy in accordance with whatever evidence is presented.

6. The Arbitrator's award shall be in a form sufficient to clearly inform the Parties of the Arbitrator's decision.

E. Arbitrator's Award. The award of the Arbitrator shall be binding on the Parties and may be entered as a final judgment in a court of competent jurisdiction.

F. Other Disputes. All disputes relating to breaches of Sections 10.1 through 10.3 shall be resolved by a court of law with the site of venue in Dearborn, Michigan.

12.15 Waiver of Trial by Jury. **EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TRIAL BY JURY IN CONNECTION WITH ANY ACTION OR PROCEEDING INSTITUTED UNDER OR RELATING TO THIS AGREEMENT, OR ANY OTHER DOCUMENT EXECUTED PURSUANT HERETO, OR IN CONNECTION WITH ANY COUNTERCLAIM RESULTING FROM ANY SUCH ACTION OR PROCEEDING.**

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IN WITNESS WHEREOF, the Board of Managers and the Members hereto have executed this Agreement as of the day and year first above written.

EXHIBIT A

MEMBERSHIP UNITS

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