

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

In Re:

OAKLAND PHYSICIANS MEDICAL
CENTER, L.L.C. d/b/a DOCTORS'
HOSPITAL OF MICHIGAN, a Michigan
limited liability company,

Case No. 15-51011-ws
Chapter 11

Hon. Walter Shapero

Debtor.

NOTICE OF FILING OF PLAN EXHIBITS

PLEASE TAKE NOTICE that on November 13, 2105 Sant Partners, LLC (“Sant”), a creditor and party in interest in the chapter 11 case, filed its *Amended Combined Disclosure Statement and Plan of Reorganization of Oakland Physicians Medical Center, L.L.C. Proposed by Sant Partners, LLC* [DE 239] (the “Plan”).¹

PLEASE TAKE FURTHER NOTICE THAT the following documents, substantially in the form attached hereto, constitute the exhibits to the Plan, and this document constitutes the Plan Supplement.

EXHIBIT A - New Credit Facility Term Sheet

EXHIBIT B - Amended and Restated Operating Agreement

EXHIBIT C - Liquidating Trust Agreement

EXHIBIT D - List of Assumed Contracts

EXHIBIT E - List of Rejected Contracts

EXHIBIT F - New Crittenton Note

EXHIBIT G - Trust Causes of Action

¹ Capitalized terms used in any exhibits but not defined therein shall have the meaning set forth in the Plan.

EXHIBIT A

Exhibit A

Oakland Physicians Medical Center, L.L.C.

New Credit Facility Term Sheet

In connection with and as part of the transactions to be consummated pursuant to the Combined Plan of Reorganization of Oakland Physicians Medical Center Proposed by Sant Partners, LLC and Doctor Investors (as may be amended by the Plan Sponsors, the “**Plan**”), Sant Partners, LLC commits to provide financing (“**Exit Facility**”) on the terms set forth herein to the Reorganized Debtor. Capitalized terms used but not defined herein have the meaning set forth in the Plan.

Borrower: The Reorganized Debtor (the “**Borrower**”)

Lender: Sant Partners, LLC (“**Lender**”) and any lenders party to the Exit Facility from time to time.

Purpose/Use of Proceeds: To fund amounts necessary to consummate the Plan, including, without limitation, the repayment of the DIP Facility, and to fund operating costs and expenses of the Reorganized Debtor.

Maximum Amount: The maximum amount available under the Exist Facility at any one time outstanding shall be \$3,000,000 (the “**Maximum Amount**”). The Exit Facility shall be a revolving facility. The Lender has no obligation to fund any amounts in excess of the Maximum Amount at any time outstanding.

Draws under the Exit Facility shall be made in incremental principal amounts of at least \$50,000 and may not be requested more than once every 7 calendar days. Draw requests shall be made by the Borrower in writing in a form acceptable to the Lender and must be received by 1:00 p.m. one business day prior to the business day an advance is requested.

Maturity Date: The three year anniversary of the Effective Date (the “**Maturity Date**”). The Maturity Date may only be extended with the written consent of the Lender in its sole discretion. The Lender shall have no further obligation to provide financing on or after the Maturity Date.

The commitment in respect of the Exit Facility shall expire on the Maturity Date and all amounts outstanding under the Exit Facility shall be repaid in full no later than the Maturity Date without the Lender being required to make demand upon the Borrower or to give notice that the Exit Facility has expired and the obligations under the Exit Facility are due and payable.

Interest Rate:

Interest on the Exit Facility shall accrue at the rate of 8% per annum on the outstanding day-to-day principal balance. Upon the occurrence and during the continuance of any Event of Default, the Borrower's Obligations under the DIP Facility will accrue interest at a rate of 2.0% per annum above the otherwise applicable interest rate.

Interest shall be calculated daily for the actual number of days elapsed in the period during which it accrues based on a year of 365/366 days, as applicable.

If any provision of this Exit Facility would obligate the Borrower to make any payment of interest or other amount payable to the Lender in an amount or calculated at a rate which would be prohibited by law or would result in a receipt by the Lender of interest at a criminal rate, then notwithstanding that provision, that amount or rate shall be deemed to have been adjusted with retroactive effect to the maximum amount or rate of interest, as the case may be, as would not be so prohibited by law or result in a receipt by the Lender of interest at a criminal rate.

Payments:

All principal, interests and fees shall become due and payable on the Maturity Date. Prepayable in whole or in part, by the Reorganized Debtor at any time.

Commitment Fee:

\$50,000

Fees and Expenses:

The Borrower shall pay when due all legal fees and costs incurred by the Lender in connection with the Exit Facility and the financing contemplated hereby, or failing such payment, such amounts shall be added to and form part of the Borrower's indebtedness under the Exit Facility.

Security:

All obligations of the Borrower to the Lender (the "**Obligations**") shall be secured by a best available liens and security interest ("**Exit Facility Liens**") in all of the property of the Borrower, subject only to Permitted Liens. "Permitted Liens" means (a) liens for unpaid taxes that are not yet due and payable and that arise and are senior to the Exit Facility Liens, (b) purchase money security interests and liens of lessors under capital leases, (c) easements, rights of way, covenants, conditions, zoning variances, and similar encumbrances that do not materially interfere with the use or value of the property subject thereto, (d) mechanic's, materialmen's, warehousemen's, or similar liens that arise and are senior to the Exit Facility Liens, (e) liens and encumbrances that are valid,

binding, enforceable and perfected liens that are created or Reinstated under the terms of the Plan.

**Representations,
Warranties, and
Covenants:**

Usual and customary representation, warranties and covenants for a transaction of this type.

Conditions Precedent:

The Bankruptcy Court shall have entered the Confirmation Order in form and substance satisfactory to the Lender, and all conditions precedent to the Effective Date of the Plan shall have been satisfied or waived by the Plan Sponsor.

Indemnity:

The Borrower shall indemnify and hold harmless the Lender and each of its affiliates, and each of its respective officers, directors, fiduciaries, employees, agents, advisors, attorneys, and representatives from and against all losses, claims, liabilities, damages, and expenses (including, without limitation, fees and disbursements of counsel) in connection with any investigation, litigation, or proceeding, or the preparation of any defense with respect thereto, arising out of or relating to the Exit Facility or the transactions contemplated in this Term Sheet, other than for the Exit Lender's own gross negligence or willful misconduct.

Documentation:

The Reorganized Debtor shall have executed and delivered a legally binding promissory note, security documents and other documents necessary to consummate the transaction contemplated herein.

Governing Law:

State of Michigan.

EXHIBIT B

AMENDED AND RESTATED OPERATING AGREEMENT

OF

OAKLAND PHYSICIANS MEDICAL CENTER, L.L.C.

THE COMPANY INTERESTS REPRESENTED BY THIS OPERATING AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY OTHER APPLICABLE SECURITIES LAWS. SUCH INTERESTS MAY NOT BE SOLD, ASSIGNED, PLEDGED OR OTHERWISE DISPOSED OF AT ANY TIME WITHOUT EFFECTIVE REGISTRATION UNDER SUCH ACT AND LAWS OR EXEMPTION THEREFROM.

**AMENDED AND RESTATED OPERATING AGREEMENT
FOR
OAKLAND PHYSICIANS MEDICAL CENTER, L.L.C.**

This Amended and Restated Operating Agreement (“**Agreement**”) is made and entered into as of [_____], 2015 (“**Effective Date**”), by Sant Partners, LLC, a Delaware limited liability company (“**Member**”) as the sole member of Oakland Physicians Medical Center, L.L.C., a Michigan Limited Liability Company (“**Company**”).

**ARTICLE 1
ORGANIZATION; DEFINED TERMS**

1.1. Formation of the Company; Term. The Company was formed on April 22, 2008 by filing Articles of Organization with the Michigan Department of Licensing and Regulatory Affairs (formerly known as the Michigan Department of Consumer and Industry Services). The Company shall continue in existence for a perpetual term, or until the Company shall be sooner dissolved and its affairs wound up in accordance with the Act or this Agreement.

1.2. Adoption of Operating Agreement. The Member hereby adopts this Agreement as the operating agreement of the Company as contemplated by the Act. In the event of any inconsistency between the provisions of the Act and the provisions of this Agreement, the provisions of this Agreement shall control to the maximum extent permitted by law.

1.3. Name. The name of the Company shall be Oakland Physicians Medical Center, L.L.C. The Company may also conduct business under such other assumed names as the Managers may deem advisable.

1.4. Purposes. The purposes of the Company shall be to own and operate an acute care hospital and to engage in any activity within the purposes for which a limited liability company may be formed under the Act. The Company shall not provide professional services or any services which constitute the practice of medicine or that would require the Company to be formed as a professional limited liability company. The Member acknowledges that physician providers shall have the sole responsibility and authority for all clinical decisions that occur at the Company’s hospital, including, but not limited to, exclusive control of all aspects of the practice of medicine, the supervision of licensed personnel, the rendition of all professional medical services (such as diagnosis, treatment and the prescription of medicine and drugs) and the supervision and preparation of medical records and reports. The Member further expressly acknowledges that no payment or benefit accorded to the Member under this Agreement is directly or indirectly in exchange for the referral of patients, and that influencing referral patterns is not a purpose of this Agreement.

1.5. Registered Office and Resident Agent. The registered office of the Company and the resident agent of the Company shall be as designated in the Articles of Organization or any amendment thereof.

1.6. Defined Terms. Capitalized terms used but not otherwise defined herein shall have the following meanings:

- (a) “**Act**” means the Michigan Limited Liability Company Act.
- (b) “**Capital Contribution**” means any cash, cash equivalents, or the fair market value of other property which a Member contributes or is deemed to have contributed to the Company.
- (c) “**Company**” means Oakland Physicians Medical Center, L.L.C.
- (d) “**Manager**” or “**Managers**” means the members of the Board of Managers, individually or collectively.
- (e) “**Membership Interest**” means all of the right, title and interest of a Member (in his, her or its capacity as a Member of the Company within the meaning of the Act) in and to the Company.
- (f) “**Person**” means any individual, partnership, joint venture, trust, unincorporated association, corporation, limited liability company, trust or other legal entity.

1.7. Other Terms. Capitalized terms not otherwise defined in this ARTICLE 1 shall have the meanings ascribed to such terms in this Agreement.

ARTICLE 2
MEMBERS

2.1. Initial Member; Membership Interests; Certificates. The Member owns 100% of the Membership Interests in the Company. The Company will not issue any certificates to evidence ownership of the Membership Interests. The name and mailing address of the Member are as follows:

Name	Address
Sant Partners, LLC	8705 N. Shoal Creek Blvd. Suite 112 Austin, TX 78757

2.2. Additional Members. One or more additional members may be admitted to the Company with the consent of the Member. Prior to the admission of any such additional members to the Company, the Member shall amend this Agreement to make such changes as the Member shall determine to reflect the fact that the Company shall have such additional members. Each additional member shall execute and deliver a counterpart to this Agreement, as necessary.

2.3. Meetings of Members; Notice; Attendance by Teleconference. There shall be no required annual meeting of the Member. Officers and Managers appointed by the Member shall continue to serve in their respective positions until their resignation, removal or replacement by the Member.

2.4. Actions Reserved to the Member. The following actions shall not be taken unless approved by the Member:

- (a) The merger, consolidation or dissolution of the Company;
- (b) Admission of additional members to the membership of the Company;
- (c) Amendment or modification to the Articles of Organization of the Company;
- (d) Amendment or modification to this Agreement;
- (e) Hiring and firing of the President and Treasurer of the Company;
- (f) Payment of distributions in accordance with Section 7.1 below.
- (g) Incurrence of any debt for borrowed money;
- (h) The purchase, lease or acquisition of any personal property where the purchase price or aggregate lease payments are more than \$100,000 in excess of amounts authorized in the then-current operating budget;
- (i) Any contract or arrangement entered into by the Company not contemplated by the then-current operating budget, where the aggregate amounts payable by the Company under such contract or arrangement exceed \$100,000;
- (j) The sale, lease, or other transfer of all or substantially all of the assets of the Company; and
- (k) Commencement of a bankruptcy case, consent to the filing of an involuntary bankruptcy case, consent to the appoint of a receiver, or make an assignment for the benefit of creditors; and
- (l) The creation or grant of any lien, except (i) liens for the purpose of financing acquisition or improvement of the property securing the lien, or (ii) liens that arise by operation of law.

ARTICLE 3

INDEMNIFICATION

3.1. Indemnification of Members, Officers, and Others.

(a) Neither the Member nor any officer or manager of the Company shall be liable to the Company or to any other person by reason of any act performed for or on behalf of the Company or in furtherance of the Company's business, except that this provision does not eliminate or limit the liability of the Member or any officer to the extent such elimination or limitation is not permitted by the Act.

(b) The Company shall, to the fullest extent authorized or permitted by the Act, (a) indemnify any person, and his or her heirs, personal representatives, executors, administrators and legal representatives, who was, is, or is threatened to be made, a party to any threatened,

pending or completed action, suit or proceeding (whether civil, criminal, administrative or investigative) by reason of the fact that such person is or was a Member, manager or an officer of the Company, or is or was serving at the request of the Company as a member, director, officer, employee or agent of another company, partnership, joint venture, trust, employee benefit plan or other enterprise, or by reason of anything done by such person in such capacity (collectively, “**Covered Matters**”); and (b) pay or reimburse the reasonable expenses incurred by such person and his or her heirs, executors, administrators and legal representatives in connection with any Covered Matter in advance of final disposition of such Covered Matter. The Company may provide such other indemnification to the Member, managers, officers, employees and agents by insurance, contract or otherwise as is permitted by law and authorized by the Member.

ARTICLE 4 **CAPITAL CONTRIBUTIONS**

4.1. Capital Contributions.

(a) The Member may contribute to the capital of the Company such amounts as it may determine to be necessary or appropriate to conduct the business or carry out the purposes of the Company.

(b) No Person shall be entitled to withdraw any part of such Person’s Capital Contributions or to receive any distribution from the Company, except as expressly provided in this Agreement.

ARTICLE 5 **BOARD OF MANAGERS; OFFICERS**

5.1. Number of Managers and Term; Initial Managers. The Board of Managers shall consist of three Managers, each appointed by the Member. Each Manager shall serve until his or her resignation or removal in accordance with Section 5.2. The initial Managers are set forth on **Exhibit A** attached hereto. The Board of Managers shall serve as the Board of Managers of the Company and the governing body of the Company’s hospital.

5.2. Resignation and Removal. A Manager may resign at any time by giving written notice to the Company. The resignation of a Manager shall take effect upon the receipt of notice or at such time as shall be specified in the notice. The acceptance of the resignation shall not be necessary to make it effective. A Manager may be removed at any time, with or without cause, by the Member. If a Manager resigns or is removed, the Member shall designate a successor Manager.

5.3. Voting Rights: Majority Action. Each Manager shall have one vote. All decisions of the Board of Managers shall require the consent or approval of Managers holding votes equal to at least 51% of the voting power.

5.4. Quorum. A quorum shall exist at a meeting of the Board of Managers if the majority of Managers are present at the meeting in person or by telephone.

5.5. Meetings of the Board of Managers. The annual meeting of the Board of Managers for the purpose of transacting such business as may properly come before the Managers shall be held each year at such date, location and time as shall be mutually agreed upon by the Managers. Regular meetings of the Board of Managers shall be held at least quarterly on such dates, at such times and at such places as may be established by the Board of Managers. A special meeting of the Board of Managers may be called by the Chair of the Board of Managers or upon the request of a majority of the Managers

5.6. Notice of Meetings: Waiver. Notice of all annual, regular and special meetings of the Board of Managers shall be given to each Manager not less than seven days before the date of such meeting. Such notice shall specify the date, time and place of the meeting. Notices of a special meeting of the Managers must specify the purpose of the meeting but notices of annual and regular meetings need not do so. Whenever notice of a meeting is required to be given to a Manager (i) a Manager may waive notice in writing, whether before or after the time stated in the notice, and (ii) a Manager's attendance at a meeting (A) shall constitute a waiver of any objection to lack of notice or defective notice of the meeting, unless the Manager at the beginning of the Meeting objects to holding, or transacting business at, the meeting, and (B) shall constitute a waiver of objection to consideration of a particular matter at a meeting that is not within the purpose or purposes described in the meeting notice, if any, unless such Manager objects to considering the matter when it is presented.

5.7. Participation by Conference Telephone. The Managers may participate in a meeting by means of conference telephone or other similar communications equipment that enables all of the Managers participating in the meeting to hear each other simultaneously. Such participation shall constitute presence in person at the meeting.

5.8. Written Consents. Any action required or permitted to be taken at any meeting of the Managers may be taken without a meeting if, before or after the action, that number of Managers with votes required to approve the action at a meeting consent to such action in writing and the writing or writings are filed with the minutes of proceedings of the Board of Managers. Such consent shall have the same effect as a vote of the Board for all purposes.

5.9. Duties of the Board of Managers. Except as otherwise provided in the Act and subject to the powers reserved to the Member in this Agreement, the business and affairs of the Company shall be managed by or under the direction of the Board of Managers who shall serve as the governing body of the Company. In furtherance of the foregoing and not by way of limitation, subject to the powers reserved to the Member in this Agreement or the Act, the Board of Managers shall have the power to do all things in furtherance of the purposes of the Company, including without limitation:

- (a) Approve enrollment, participation agreements and rate schedules with third party payors for services provided by the Company;
- (b) Approve and amend the strategic plan and the operating and capital budgets of the Company;

(c) Contract with and otherwise engage auditors, accountants or other consultants or legal counsel, any of whom may also serve in a similar capacity to the Member;

(d) Approve procedures and policies relating to the operation of the Company;

(e) Acquire and enter into any contract of insurance which the Board of Managers deems necessary and proper for the protection of the Company, for the conservation of the Company's assets, or for any purpose convenient or beneficial to the Company;

(f) Open checking and savings accounts, in banks or similar financial institutions, in the name of the Company, and deposit cash in and withdraw cash from such accounts;

(g) Approve and execute, on behalf of and in the name of the Company, contracts, agreements, or other documents, within the limits established by the Member from time to time, of any kind or nature as deemed necessary and desirable by the Board of Managers;

(h) Approve any amendments to, or restatement of, the medical staff bylaws, medical staff rules and regulations, medical staff fair hearing process, medical staff membership and credentialing policies and procedures;

(i) Approve quality assurance/utilization review policies and procedures and monitoring compliance with such policies and procedures;

(j) Preparation and approval of any corrective action plans or other documents related to, or necessary for, ongoing compliance with licensure, Medicare (and other third party payor) certification or accreditation standards and requirements and preparation and approval of any compliance program and related documents of the Company; and

(k) Do all acts necessary or desirable to carry out the business for which the Company is formed.

5.10. Authority of the Board of Managers. As provided by law, it is the Board of Managers, as the governing body of the Company, that is responsible for all phases of the operation of the Company's hospital, selection of medical staff, and quality of care rendered in the hospital. Further, it is the Board of Managers that is responsible by law for assuring that physicians admitted to practice in the hospital are granted hospital privileges consistent with their individual training, experience and other qualifications. Accordingly, the Board of Managers shall be authorized to take such actions as may be required to fulfill its legal responsibilities.

5.11. Reports to the Member. The Company shall provide the Member, by the fifteenth day of the third month following the close of its taxable year, the information regarding the Company needed by the Member in the preparation of its federal and state tax returns for the prior fiscal year.

5.12. Reimbursement. Each Manager shall be entitled to be reimbursed for any and all reasonable costs and expenses incurred by him or her in connection with managing and operating the Company and its properties and business.

5.13. Officers. The officers of the Company shall be a President, Chair, Vice-Chair and Treasurer, and such other officers as the Board of Managers deems necessary or appropriate. The Managers shall select a Chair and Vice Chair from among the Managers at the annual meeting of the Board of Managers. The Chair and Vice Chair shall hold office for a term of one year or until a successor is appointed. The President and Treasurer shall be appointed by the Member. Any officer may resign at any time by giving written notice to the Board of Managers or the Chair. Unless otherwise specified in the notice, the resignation shall become effective upon receipt. The Chair and Vice Chair may be removed by the Board of Managers, with or without cause. The Board of Managers may fill any vacancy in the Chair or Vice Chair office in such a manner as it determines to be appropriate under the circumstances, to the extent otherwise consistent with this Agreement.

(a) Duties of Officers.

(i) President. The President shall be the chief executive officer of the Company and shall exercise supervision over the business of the Company and over its several officers, subject, however, to the reserved powers of the Member. The President shall have authority to sign all contracts, notes and other documents, certificates or instruments requiring such execution except to the extent the signing or execution thereof shall be limited or expressly delegated by the Managers to another officer of the Company. The President shall have such further powers and perform such other duties as the Managers or Member may from time to time assign.

(ii) Chair. The Chair shall be a member of the Board of Managers. The duties of the Chair shall be to: (a) preside at all meetings of the Managers; (b) report on the affairs of the Company at each meeting of the Managers and on an annual basis to the Member; (c) see that all orders and resolutions of the Managers and the Member are carried into effect; and (d) perform such other duties and have such other powers and responsibilities as the Managers or Member may assign from time to time.

(iii) Vice Chair. The Vice Chair shall preside at otherwise duly called meetings of the Board of Managers in the absence of the Chair and perform such other duties as may be delegated by the Chair from time to time.

(iv) Treasurer. The Treasurer shall be an employee of the Company who shall also serve as its chief financial officer and who shall oversee the disbursement of the funds of the Company and shall keep full and accurate accounts of receipts and disbursements in books of the Company and shall present such books to the Chair and the Board of Managers at its regular meetings, or when the Managers so require. The Treasurer shall deposit all monies in the name and to the credit of the Company in such depositories as may be designated by the Board. In addition, the Treasurer shall perform such other duties and have such other authorities and duties as are delegated by the President, Chair, Board of Managers or Member from time to time.

ARTICLE 6
MEDICAL STAFF

6.1. Organization. The doctors of medicine and osteopathy and other appropriate persons granted practice privileges in the Company's hospital shall be organized into a Medical Staff under Medical Staff Bylaws, Rules and Regulations, and Policies and Procedures. Members of the Medical Staff must continuously meet the qualifications, standards and requirements as set forth in the Medical Staff Bylaws, Rules and Regulations, and Policies and Procedures. Every patient in the Hospital shall have been admitted by and remain under the care of a medical staff member. The Board of Managers shall, in the exercise of its overall responsibility, assign to the Medical Staff reasonable authority for ensuring appropriate professional care of the Hospital's patients. The Medical Staff shall, through the Medical Executive Committee and appropriate committees, conduct an ongoing review and appraisal of the quality of professional care rendered in the Hospital and shall report such activities and their results to the Board of Managers.

6.2. Medical Executive Committee. The Medical Executive Committee shall make recommendations to the Board of Managers concerning:

- (a) The mechanism utilized to review credentials and to delineate individual clinical privileges;
- (b) Specific clinical privileges for each eligible practitioner;
- (c) The organization of the quality assessment and improvement activities of the Medical Staff and the mechanism utilized to conduct, evaluate, and revise the quality assessment and improvement activities;
- (d) The mechanism by which membership on the Medical Staff may be terminated;
- (e) The mechanism for fair hearing procedures;
- (f) Medical Staff appointments, reappointments, terminations of appointments, and the granting or revision of clinical privileges; and
- (g) All other matters affecting the quality of the delivery of medical services in the hospital.

ARTICLE 7
DISTRIBUTIONS

7.1. Distributions. Distributions shall be made to the Member at the times and in the amounts determined by the Member.

ARTICLE 8
TAX STATUS; INCOME AND DEDUCTIONS

8.1. Tax Status. As long as the Company has only one member, it is the intention of the Company and the Member that the Company be treated as a disregarded entity for federal and all relevant state tax purposes and neither the Company nor the Member shall take any action or make any election which is inconsistent with such tax treatment. All provisions of this Agreement are to be construed so as to preserve the Company's tax status as a disregarded entity.

8.2. Income and Deductions. All items of income, gain, loss, deduction and credit of the Company (including, without limitation, items not subject to federal or state income tax) shall be treated for federal and all relevant state income tax purposes as items of income, gain, loss, deduction and credit of the Member.

ARTICLE 9
DISSOLUTION, TERMINATION AND LIQUIDATION

9.1. Dissolution. The Company shall dissolve and its affairs shall be wound up on the first to occur of the following events:

- (a) Upon the occurrence of any other event which causes the mandatory dissolution of the Company pursuant to the Act;
- (b) At any time if dissolution is authorized by the Member; or
- (c) Upon the entry of a final judgment, order or decree of a court of competent jurisdiction adjudicating the Company to be bankrupt, and the expiration of the period, if any, allowed by applicable law in which to appeal therefrom.

9.2. Liquidation of Company Interests.

(a) Upon dissolution, the Company shall be liquidated in an orderly manner. The Member shall act (or it may appoint one or more officers, or other Persons to act) as the liquidator to wind up the affairs of the Company pursuant to this Agreement and terminate the Company. The assets of the Company shall be applied as follows: (i) first, to creditors, to the extent otherwise permitted by law, in satisfaction of liabilities of the Company (whether by payment or the making of reasonable provision for payment thereof); and (ii) thereafter, to the Member.

(b) Upon completion of the distribution of the Company's assets as provided herein, the Company shall be terminated (and the Company shall not be terminated prior to such time), and the Member (or such other Person or Persons as the Act may require or permit) shall take such actions as may be necessary to terminate and dissolve the Company. The Company shall be deemed to continue in existence for all purposes of this Agreement until it is terminated pursuant to this Section 9.2.

ARTICLE 10
OTHER AGREEMENTS

10.1. Member Exclusion from Medicare or Medicaid. The Member represents and warrants that it, including its members, employees, agents, and consultants, have not been excluded from participating in any federal health care program, including but not limited to, the Medicare and Medicaid programs. The Member shall immediately notify the Board of Managers if it becomes aware of any investigation or other proceeding that might cause the foregoing representation to change.

ARTICLE 11
BOOKS OF ACCOUNT

11.1. Records and Accounting. The Company shall keep, or cause to be kept, appropriate books and records with respect to the Company's business, including all books and records necessary to provide any information, lists and copies of documents required to be provided pursuant to applicable laws.

11.2. Bank Accounts. The Company may establish accounts for the deposit of Company funds, in such types and at such institutions, as shall be determined from time to time by the Board of Managers.

11.3. Fiscal Year. The Fiscal Year of the Company shall be established by the Board of Managers.

ARTICLE 12
MISCELLANEOUS

12.1. Amendments. Amendments to this Agreement may be made only with the consent of the Member.

12.2. Entire Agreement. This Agreement constitutes the entire understanding of the Member with respect to the subject matter hereof and supersede any and all previous oral or written agreements, representations, communications and negotiations regarding the subject matter contemplated hereby.

12.3. Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Michigan.

12.4. Compliance with Laws. At all times during the term of this Agreement, the Company shall obtain and maintain all material permits, licenses and approvals as may be required by applicable law in order to engage in its activities as described herein, and shall otherwise operate in such a manner so as to comply in all material respects with all federal, state, and local laws that may be applicable to the Company or its affairs.

12.5. Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable

law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or the effectiveness or validity of any provision in any other jurisdiction, and this Agreement will be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.

12.6. Nonvoting Equity Securities. Under Section 1123(a)(6) of the Bankruptcy Code, the Company is prohibited from issuing nonvoting equity securities.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has caused this Amended and Restated Operating Agreement to be signed as of the Effective Date.

MEMBER:

Sant Partners, LLC,
a Delaware limited liability company

By: _____

Its: _____

EXHIBIT A

Initial Managers

1. Dr. Sanjay Sharma
2. Ms. Priyam Sharma
3. Mr. Sanyam Sharma

EXHIBIT C

**LIQUIDATION TRUST AGREEMENT
AND DECLARATION OF TRUST**

This Liquidation Trust Agreement and Declaration of Trust (the “Liquidation Trust Agreement”) is entered into as of _____, 2015, by (a) Basil T. Simon, in his respective capacities as (i) the Chapter 11 Trustee, and (ii) the Liquidation Trustee, and (b) the members of the Liquidation Trust Oversight Committee, all pursuant to the Plan, and as defined below.

RECITALS

- A. On the Petition Date, the Debtor filed its Chapter 11 Case in the Court.
- B. On September 23, 2015, there was filed in the Chapter 11 Case the Emergency Motion of Sant Partners, LLC for Appointment of a Chapter 11 Trustee Under 11 U.S.C. §1104(a) (the “Trustee Motion”) [Docket No. 144]. On September 25, 2015, the Court entered an order granting the Trustee Motion. [Docket No. 149].
- C. On September 28, 2015, the Court entered its Order Approving Appointment of Trustee (the “Trustee Order”) [Docket No. 154], thereby appointing Basil T. Simon as the Chapter 11 Trustee.
- D. On October 21, 2015, there was filed in the Chapter 11 Case the Combined Disclosure Statement (the “Disclosure Statement”) and Plan of Reorganization (the “Plan”) of Oakland Physicians Medical Center, L.L.C. d/b/a Doctors’ Hospital of Michigan Proposed by Sant Partners, LLC [Docket No. 189]. On _____, 2015, the Disclosure Statement received final approval of the Court and, on the same date, the Court entered its Order confirming the Plan [Docket No. ____].
- E. Article IX of the Plan provides, among other things, for the creation of the Liquidating Trust. This Liquidation Trust Agreement is executed to establish the Liquidating Trust and to facilitate implementation of the Plan.
- F. The purposes of the Liquidating Trust are, among other things: (i) to liquidate, sell or dispose of the Trust Property; (ii) to cause all net proceeds of the Trust Property, including proceeds of Trust Causes of Action on behalf of the Liquidating Trust, to be deposited into the Liquidating Trust; (iii) to initiate actions to resolve any remaining issues regarding the allowance and payment of General Unsecured Claims, including, as necessary, initiation and/or participation in proceedings before the Court; (iv) to take such steps as are necessary or useful to maximize the value of the Liquidating Trust; (v) to make the payments and distributions to creditors and Beneficiaries of the Liquidating Trust as required by the Plan and this Liquidation Trust Agreement; (vi) to pursue Trust Causes of Action and (vii) to enforce all rights with respect to the Trust Property. It is intended that the Trust will be classified for U.S. federal income tax purposes as a “liquidating trust,” with the primary objective of liquidating the Trust Property and distributing the net proceeds thereof, with no objective to continue or engage in the conduct of a trade or business in accordance with Treasury Regulation § 301.7701-4(d) except to the extent reasonable necessary to and consistent with the liquidating purposes of the Liquidating Trust and the Plan, and, notwithstanding anything to the contrary in the Plan, all actions taken by

the Liquidation Trustee or any other person acting on behalf of the Liquidating Trust shall be necessary to and consistent with accomplishing such primary objective.

G. This Liquidating Trust (other than as relating to the Trust Property allocable to Disputed Claims) is intended to qualify as a “grantor trust” for federal income tax purposes and the Liquidation Trustee shall operate and maintain the Liquidating Trust in compliance with the guidelines for liquidating trusts as set forth in the applicable provisions of Internal Revenue Service (“IRS”) Revenue Procedure 94-45, 1994-2 C.B. 684, and Treasury Regulation §§ 1.671-4(a) and 301.7701-4(d) and all subsequent guidelines regarding liquidating trusts issued by the IRS, U.S. Treasury Department and other applicable legislative, administrative, regulatory and judicial agencies and departments.

ARTICLE I. DEFINITIONS

1.01 Definitions.

For purposes of this Liquidation Trust Agreement, unless the context otherwise requires, the following terms shall have the definitions indicated below, all of which definitions are substantive terms of this Liquidation Trust Agreement. Capitalized terms used in this Liquidation Trust Agreement that are not otherwise defined herein, either below or in the above recitals, have the meanings ascribed to them in the Plan or the Bankruptcy Code, as appropriate. Defined terms include, as appropriate, all genders and the plural as well as the singular.

“Accounts” shall mean those interest-bearing accounts established by the Liquidation Trustee from time to time pursuant to Article V of this Liquidation Trust Agreement.

“Avoidance Action” means any claim or cause of action of the Estate arising out of or maintainable pursuant to Sections 506(c), 510, 542, 543, 544, 545, 547, 548, 549, 550, 551, 552(b) or 553 of the Bankruptcy Code or under any other similar applicable law, regardless of whether or not such action has been commenced prior to the Effective Date.

“Beneficiaries” means, collectively, the interests of the holders of Allowed General Unsecured Claims in the Liquidating Trust and in all distributions to be made by the Liquidating Trust on account of Allowed General Unsecured Claims. The interests of the Beneficiaries (a) shall be noted in the books and records of the Liquidating Trust, (b) shall not be evidenced by a writing, and (c) may not be transferred, sold, assigned, hypothecated or pledged, except that they may be assigned or transferred by will, intestate succession or operation of law.

“Business Day” means any day other than a Saturday, Sunday or “Legal Holiday,” as that term is defined in Bankruptcy Rule 9006(a).

“Case Professional” means a person retained, and/or to be compensated, pursuant to Sections 326, 327, 328, 330, 503(b) and 1103 of the Bankruptcy Code during the Chapter 11 Case, and to perform professional services regarding the Chapter 11 Case.

“Causes of Action” means any action, claim, cause of action, controversy, demand, right, action, lien, indemnity, guaranty, suit, obligation, liability, damage, judgment, account, defense,

offset, power, privilege, license, and franchise of any kind or character whatsoever, whether known, unknown, contingent or non-contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, secured or unsecured, assertable directly or derivatively, whether arising before, on, or after the Petition Date, in contract or in tort, in law, or in equity or pursuant to any other theory of law. For the avoidance of doubt. “Cause of Action” includes: (a) any right of setoff, counterclaim, or recoupment and any claim for breach of contract or for breach of duties imposed by law or in equity, (b) the right to object to Claims or Interests, (c) any Claim pursuant to Section 362 or chapter 5 of the Bankruptcy Code, (d) any claim or defense including fraud, mistake, duress and usury; and any other defenses set forth in Section 558 of the Bankruptcy Code, (e) any state or foreign law fraudulent transfer or similar claim; (f) any cause of action listed on the list of retained causes of action set forth in the Plan Supplement; and (g) any cause of action described on the Debtor’s Schedules or Statement of Financial Affairs, as amended.

“Chapter 11 Case” means the Chapter 11 case of the Debtor.

“Chapter 11 Trustee” means Basil T. Simon.

“Claim” means a claim as defined in Section 101(5) of the Bankruptcy Code.

“Confirmation Order” means the order entered by the Court confirming the Plan pursuant to Section 1129 of the Bankruptcy Code.

“Court” means the United States Bankruptcy Court for the Eastern District of Michigan, and any other court with jurisdiction over the Chapter 11 Case.

“Debtor” means Oakland Physicians Medical Center, L.L.C. d/b/a Doctor’s Hospital of Michigan, a Michigan limited liability company.

“Disputed Claim” shall have the same meaning provided in Article I of the Plan.

“Disputed Claims Reserve” has the meaning ascribed thereto in Sections 5.01(c) and 5.04(b) of this Liquidation Trust Agreement.

“Effective Date” has the meaning provided in Article I of the Plan.

“Eligible Institution” means a depository institution organized under the laws of the United States of America or any one of its states or the District of Columbia, the deposits in which are insured by the Federal Deposit Insurance Corporation and that maintains a short-term unsecured debt rating of at least “A-1” by S&P or “P-1” by Moody’s. Notwithstanding the foregoing, an institution that has corporate trust powers and that maintains any account for the benefit of the Beneficiaries as a fully segregated trust account with the trust department of the institution shall not be required to meet the foregoing rating requirements and need only maintain a long-term unsecured debt rating of at least “Baa3” by Moody’s or at least “BBB2” by S&P.

“Eligible Investments” means book-entry securities entered on the books of the applicable registrar and held in the name of the Liquidation Trustee or its nominee and

negotiable instruments or securities represented by instruments in bearer or registered form (registered in the name of the Liquidation Trustee or its nominee) that evidence:

- (a) direct obligations of, or obligations fully guaranteed as to timely payment by, the United States of America or any agency thereof,
- (b) certificates of deposit (having original maturities of no more than 180 days) of depository institutions or trust companies incorporated under the laws of the United States of America or any one of its states (or domestic branches of foreign banks), subject to supervision and examination by federal or state banking or depository institution authorities, and having, at the time of the Liquidating Trust's investment or contractual commitment to invest therein, the highest short-term unsecured debt rating from either S&P or Moody's;
- (c) commercial paper (having original maturities of no more than 180 days) having, at the time of the Liquidating Trust's investment or contractual commitment to invest therein, the highest short-term rating from either S&P or Moody's;
- (d) notes (having original maturities of no more than 180 days) issued by any depository institution or trust company described in clause (b) above;
- (e) bank time deposit and demand deposit accounts (having original maturities of no more than 180 days) of depository institutions or trust companies incorporated under the laws of the United States of America or any one of its states (or domestic branches of foreign banks), subject to supervision and examination by federal or state banking or depository institution authorities, and having, at the time of the issuer's investment or contractual commitment to invest therein, the highest short-term unsecured debt rating from either S&P or Moody's; or
- (f) shares of entities (rated at least "AAA" by S&P or at least "AAA" by Moody's), commonly known as "money market" mutual funds or investment funds, the assets of which consist solely of the types of investments described in clauses (a) through (e) above.

Notwithstanding the foregoing, securities that meet the following criteria are not Eligible Investments: (a) any security to which S&P has attached the symbol "r" in its rating and (b) any security that contains a noncredit risk that the symbol "r" was intended to highlight, whether or not the security is rated. In addition, Eligible Investments shall be limited to include only those investments that a liquidating trust, within the meaning of Treasury Regulation § 301.7701-4(d), may be permitted to hold, pursuant to the Treasury Regulations, or any modification in the IRS guidelines, whether set forth in IRS rulings, other Internal Revenue Service pronouncements or otherwise.

"Estate" means the estate of the Debtor created under Sections 301 and 541 of the Bankruptcy Code.

“Final Decree” means the final decree which fully and finally closes the Chapter 11 Case.

“Liquidating Trust” means the liquidation trust created pursuant to this Liquidation Trust Agreement in accordance with the Plan.

“Liquidation Trust Administrative Reserve” has the meaning ascribed thereto in Section 5.01(b) of this Liquidation Trust Agreement.

“Liquidation Trustee” means Basil T. Simon.

“Moody’s” means Moody’s Investors Service, Inc.

“Person” shall have the same meaning as provided in Article I of the Plan.

“Petition Date” means July 22, 2015, being the date on which the Debtor filed its voluntary petition for relief commencing its Chapter 11 Case.

“Plan Supplement” shall have the same meaning as provided in Article I of the Plan.

“Professional” means any professional retained by the Liquidation Trustee or the Liquidation Trust Oversight Committee.

“Register” has the meaning provided in Section 3.02 of this Liquidation Trust Agreement.

“S&P” means Standard & Poor’s, a division of The McGraw-Hill Companies.

“Trust Fund Account” has the meaning ascribed hereto in Section 5.01(a) of this Liquidation Trust Agreement.

“Trust Office” means 645 Griswold, Suite 3466, Detroit, Michigan 48226.

“Trust Property” means Trust Guaranteed Cash Payment and the Trust Causes of Action as transferred by the Debtor’s Estate on the Effective Date to the Liquidating Trust in accordance with the Plan.

“Undeliverable Distribution” means a distribution that is returned to the Liquidation Trustee as undeliverable.

“U.S. Trustee” means the United States Trustee appointed under Section 591, title 28, United States Code to serve in the Eastern District of Michigan.

1.02 Rules of Construction.

Except as otherwise expressly provided in this Liquidation Trust Agreement or unless the context otherwise clearly requires:

(a) References to designated articles, sections, and other subdivisions of this Liquidation Trust Agreement refer to the designated article, section, or other subdivision of this

Liquidation Trust Agreement as a whole and to all subdivisions of the designated article, section, or other subdivision. The words “herein,” “hereof,” “hereto,” “hereunder” and other words of similar import refer to this Liquidation Trust Agreement as a whole and not to any particular article, section or other subdivision of this Liquidation Trust Agreement.

(b) Any term that relates to a document or a statute, rule, or regulation includes any amendments, modifications, supplements or any other changes that may have occurred since the document, statute, rule, or regulation came into being, including changes that occur after the date of this Liquidation Trust Agreement.

(c) Unless a provision is restricted as to time or limited as to frequency, all provisions under this Liquidation Trust Agreement are implicitly available from time to time.

(d) The term “including” and all its variations mean “including but not limited to.” Except when used in conjunction with the word “either,” the word “or” is always used inclusively (for example, the phrase “A or B” means “A or B or both,” not “either A or B but not both”).

(e) All accounting terms used in an accounting context and not otherwise defined shall be construed in accordance with generally accepted accounting principles.

(f) In the computation of a period of time from a specified date to a later specified date or an open-ended period, the word “from” means “from and including” and the words “to” or “until” mean “to but excluding.” Likewise, in setting deadlines or other periods, “by” means “on or before,” and “after” means “from and after.”

(g) All capitalized terms not defined herein shall have the same meanings ascribed to them in the Plan unless stated to the contrary herein. If there are any inconsistencies between the terms of the Plan and the Liquidation Trust Agreement, then the Liquidating Trust Agreement shall control.

ARTICLE II. ORGANIZATION

2.01 Name.

This Liquidating Trust shall be known as the “Oakland Physicians Medical Center, L.L.C. Liquidation Trust,” in which name the Liquidation Trustee may conduct the affairs of the Liquidating Trust.

2.02 Office.

The office of the Liquidating Trust shall be in care of the Liquidation Trustee at its Trust Office or at any other address that the Liquidation Trustee may designate by written notice to the Beneficiaries.

2.03 Declaration of Trust.

The Plan provides for the delivery to the Liquidation Trustee of all of the right, title and interest in and to the Trust Property in trust to and for the benefit of the Beneficiaries for the uses and purposes stated herein and in the Plan. As of the Effective Date, the Liquidation Trustee shall have all the rights, powers and duties set forth in the Plan, this Liquidation Trust Agreement and pursuant to applicable law for accomplishing the purposes of the Liquidating Trust. The Liquidation Trustee is hereby authorized to file with any governmental authority any documents necessary to establish, maintain or evidence the Liquidating Trust.

2.04 Appointment of Liquidation Trustee.

The Liquidation Trustee is hereby appointed as trustee of the Liquidating Trust effective as of the Effective Date, to have all the rights, powers and duties set forth in the Plan and this Liquidation Trust Agreement.

2.05 Acceptance of Liquidating Trust.

The Liquidation Trustee accepts the Trust Property and agrees to hold and administer the Trust Property for the benefit of the Beneficiaries subject to the terms and conditions of this Liquidation Trust Agreement and the Plan.

2.06 Tax Treatment of Liquidating Trust.

(a) For United States federal income tax purposes, the transfer of the Trust Property to the Liquidating Trust pursuant to and in accordance with the Plan shall be reported as a disposition of the Trust Property directly to and for the benefit of the Beneficiaries immediately followed by a contribution of the Trust Property by the Beneficiaries to the Liquidating Trust for the benefit of the Beneficiaries. The Beneficiaries shall be treated as the grantors and owners of the Liquidating Trust.

(b) It is intended that the Liquidating Trust (other than as relating to the Trust Property allocable to Disputed Claims) qualify as a liquidating trust under Treas. Reg. § 301.7701-4 (Procedure and Administration Regulations) and as a “grantor trust” for federal income tax purposes, (other than with respect to the Trust Property allocable to Disputed Claims), and the Liquidation Trustee shall operate and maintain the trust in compliance with the guidelines for liquidating trusts as set forth in Internal Revenue Procedure 94-45, 1994-2 C.B. 684, and Treasury Regulation § 1.671-4(a) and all subsequent guidelines regarding liquidating trusts issued by the IRS.

2.07 Conveyance of Trust Property.

Except as otherwise provided by the Plan or this Liquidation Trust Agreement, title to the Trust Property delivered to the Liquidating Trust shall pass to the Liquidating Trust free and clear of all Claims and Interests in accordance with Section 1141 of the Bankruptcy Code, except as otherwise provided in the Plan. The Liquidating Trust shall not be required to pay any fees to the United States Trustee based on any transfers of Trust Property to the Liquidating Trust from

the Estate or otherwise. The Liquidating Trust is the successor to the Debtor's and the Chapter 11 Trustee's rights to books and records pertaining to the Trust Property.

2.08 Nature and Purpose of the Liquidating Trust.

(a) Purpose. The purposes of the Liquidating Trust are, among other things: (i) to liquidate, sell or dispose of the Trust Property; (ii) to cause all net proceeds of the Trust Property, including proceeds of Trust Causes of Action on behalf of the Liquidating Trust, to be deposited into the Liquidating Trust; (iii) to initiate actions to resolve any remaining issues regarding the allowance and payment of General Unsecured Claims, including, as necessary, initiation and/or participation in proceedings before the Court; (iv) to take such steps as are necessary or useful to maximize the value of the Liquidating Trust; (v) to make the payments and distributions to creditors and Beneficiaries as required by the Plan and this Liquidation Trust Agreement; (vi) to pursue Trust Causes of Action and (vii) to enforce all rights with respect to the Trust Property. It is intended that the Liquidating Trust will be classified for U.S. federal income tax purposes as a "liquidating trust," with the primary objective of liquidating the Trust Property and distributing the net proceeds thereof, with no objective to continue or engage in the conduct of a trade or business in accordance with Treasury Regulation § 301.7701-4(d) except to the extent reasonably necessary to and consistent with the liquidating purposes of the Liquidating Trust and the Plan, and, notwithstanding anything to the contrary in the Plan, all actions taken by the Liquidating Trustee or any other person acting on behalf of the Liquidating Trust shall be necessary to and consistent with accomplishing such primary objective.

(b) Manner of Acting. The Liquidation Trustee shall oversee the administration and liquidation of the Trust Property in a cost-effective manner in a reasonable time subject to the limitations contained in this Liquidation Trust Agreement and the Plan. The Liquidation Trustee shall make continuing efforts to make timely distributions and not unduly prolong the duration of the Liquidating Trust. The liquidation of the Trust Property may be accomplished through the sale of Trust Property, the prosecution, compromise and settlement, abandonment or dismissal of any or all Claims, rights or Trust Causes of Action, or otherwise subject to the terms of the Plan and this Liquidation Trust Agreement and distributions to Beneficiaries under the Plan. Notwithstanding anything to the contrary contained herein, the Liquidating Trust shall not be permitted to retain cash or cash equivalents (including listed stocks or other securities) in excess of a reasonable amount to: (i) meet all distributions, Claims and contingent liabilities, (ii) pay expenses as provided in Article V of this Liquidation Trust Agreement and in the Plan, and (iii) preserve or enhance the liquidation value of the Trust Property during the term of the Liquidating Trust.

(c) Relationship. This Liquidation Trust Agreement is intended to create a trust and a trust relationship and to be governed and construed in all respects as a trust. The Liquidating Trust is not intended to be, and shall not be deemed to be or treated as, a general partnership, limited partnership, joint venture, corporation, joint stock company or association, nor shall the Liquidation Trustee or Beneficiaries, or any of them, for any purpose be, or be deemed to be or treated in any way whatsoever to be, liable or responsible hereunder as partners or joint venturers. The relationship of the Beneficiaries to the Liquidation Trustee shall be solely that of beneficiaries of a trust and shall not be deemed a principal or agency relationship,

and their rights shall be limited to those conferred upon them by this Liquidation Trust Agreement or the Plan.

2.09 Status of Liquidation Trustee.

(a) With respect to all Trust Property, the Liquidation Trustee shall directly and indirectly be the representative of the Estate as that term is used in Section 1123(b)(3)(B) of the Bankruptcy Code and shall have the rights, duties and powers granted in this Liquidation Trust Agreement and granted to the Liquidation Trustee in the Plan. The Liquidation Trustee shall be a party-in-interest as to all matters over which the Court has jurisdiction or retains jurisdiction under the Plan.

(b) The Liquidation Trustee shall not and is not authorized to engage in any trade or business with respect to the Trust Property or any proceeds therefrom, except to the extent reasonably necessary to, and consistent with, the liquidating purpose of the Liquidating Trust. The Liquidation Trustee shall assume all of the fiduciary responsibilities, duties and obligations previously undertaken by the Chapter 11 Trustee, the Debtor, the Debtor's board of directors, managers, members and officers that arise after the date hereof and those of a chapter 7 trustee for those creditors of the Debtor's Estate that are Beneficiaries of the Liquidating Trust. The Liquidation Trustee will owe the fiduciary duties of the Chapter 11 Trustee, the Debtor and those of a chapter 7 trustee to all the Beneficiaries. The Liquidation Trustee is empowered and authorized to satisfy such responsibilities, duties and obligations without the necessity of corporate authority from the Chapter 11 Trustee or the Debtor.

(c) The Liquidation Trustee shall not pay any professional fees and expenses from the Liquidation Trust Administrative Reserve except in accordance with this Liquidation Trust Agreement or the Plan.

**ARTICLE III.
BENEFICIARIES**

3.01 Rights of Beneficiaries.

Each Beneficiary shall be entitled to participate in the rights due to a Beneficiary hereunder. Each Beneficiary shall have an uncertificated beneficial interest subject to all of the terms and provisions of this Liquidation Trust Agreement. The interest of a Beneficiary of the Liquidating Trust is in all respects personal property, and upon the death, insolvency or incapacity of an individual Beneficiary, such Beneficiary's interest shall pass to the legal representative of such Beneficiary and such death, insolvency or incapacity shall not terminate or affect the validity of this Liquidation Trust Agreement. A Beneficiary shall have no title to, right to, possession of, management of, or control of, the Trust Property except as herein expressly provided. No surviving spouse, heir or devisee of any deceased Beneficiary shall have any right of dower, homestead, or inheritance, or of partition, or any other right, statutory or otherwise, in the Trust Property, but the whole title to all of the Trust Property shall be and is vested in the Liquidation Trustee and the sole interest of the Beneficiaries shall be and is the rights and benefits given to such persons under the Plan and this Liquidation Trust Agreement.

3.02 Limit on Transfer of Interests of Beneficiaries.

The interest of a Beneficiary in the Liquidating Trust shall not be transferable except (i) pursuant to applicable laws of descent and distribution (in the case of a deceased individual Beneficiary), (ii) by operation of law, (iii) to the extent caused by a transfer of such Beneficiary's Claim as provided in Federal Rule of Bankruptcy Procedure 3001, or (iv) as set forth in the Plan (the "Permitted Transferees"). The Liquidation Trustee shall cause to be kept a register (the "Register") which may be the claims docket filed with the Court or a distribution matrix, that shall provide for the recordation of the beneficial interests of the Beneficiaries. The Register shall be kept at the Trust's Office and/or that of the Liquidating Trustee's professionals.

3.03 3.03 No Legal Title in Beneficiaries.

No transfer by operation of law or otherwise, of the right, title and interest of any Beneficiary in and to the Trust Property or hereunder shall operate to terminate this Liquidating Trust or entitle any successor or transferee of such Beneficiary (other than Permitted Transferees) to an accounting or to the transfer to it of legal title to any part of the Trust Property.

**ARTICLE IV.
THE LIQUIDATION TRUSTEE**

4.01 Appointment and Tenure of Liquidation Trustee.

The initial Liquidation Trustee shall be Basil T. Simon.

4.02 Tenure, Removal, and Replacement of the Liquidation Trustee.

The authority of the Liquidation Trustee shall be effective as of the Effective Date and shall remain and continue in full force and effect until the Liquidating Trust is terminated in accordance with Section 6.01 of this Liquidation Trust Agreement. The service of the Liquidation Trustee shall be subject to the following:

(a) The Liquidation Trustee shall serve until death, resignation pursuant to subsection (b) below, or removal pursuant to subsection (c) below;

(b) The Liquidation Trustee may resign at any time by providing a written notice of resignation to the Liquidation Trust Oversight Committee. Such resignation shall be effective when a successor is appointed as provided herein or within thirty (30) days after the date of the written notice of resignation, whichever is earlier. If a Liquidation Trustee is unwilling or unable to serve by virtue of his inability to perform his duties under this Agreement, due to death, illness, or other physical or mental disability, or is removed other than for cause, subject to a final accounting, such trustee shall be entitled to all accrued and unpaid fees, reimbursement, and other compensation, to the extent incurred or arising or relating to events occurring before such removal, and to any out-of-pocket expenses reasonably incurred in connection with the transfer of all powers and duties and all rights to any successor Liquidation Trustee;

(c) The Liquidation Trustee may be removed: (i) upon unanimous vote of the Liquidation Trust Oversight Committee or (ii) for cause upon motion to the Court by a party-in-interest in the Chapter 11 Case, including, without limitation, the Liquidation Trust Oversight Committee. If the Liquidation Trustee is removed for cause, he shall not be entitled to any accrued but unpaid fees, reimbursements or other compensation under the Plan, this Liquidation Trust Agreement or otherwise. Under the Plan and this Liquidation Trust Agreement the term “cause” shall mean (a) the trustee’s gross negligence or willful misconduct; (b) breach of duty; (c) failure to perform any of his material duties and responsibilities under this Liquidation Trust Agreement; or (d) the trustee’s misappropriation or embezzlement of any assets belonging to the Liquidating Trust or the proceeds thereof;

(d) In the event of a vacancy in the position of the Liquidation Trustee, the Liquidation Trust Oversight Committee, by majority vote, shall promptly select and appoint the successor Liquidation Trustee. Upon the selection of the successor Liquidation Trustee, the successor Liquidation Trustee shall tender and file with the Court and serve on parties in interest a notice of appointment, which notice shall include the name, address, and telephone number of the successor Liquidation Trustee;

(e) Immediately upon appointment of any successor Liquidation Trustee, all rights, powers, duties, authority, and privileges of the predecessor Liquidation Trustee hereunder shall be vested in and undertaken by the successor Liquidation Trustee without any further act and the predecessor Liquidation Trustee shall no longer have any rights, powers, duties, authority, privileges, or responsibilities hereunder; and the successor Liquidation Trustee shall not be liable personally for any act or omission of the predecessor Liquidation Trustee; and the predecessor Liquidation Trustee shall not be liable personally for any act or omission of the successor Liquidation Trustee; and upon such appointment, the predecessor Liquidation Trustee shall forthwith deliver all documents (in whatever form of media) in his possession or control, regarding the Liquidating Trust, to the successor Liquidation Trustee; and

(f) Upon the resignation or removal of the Liquidation Trustee and the appointment of a successor, the predecessor Liquidation Trustee shall, if applicable, convey, transfer, and set over to the successor by appropriate instrument or instruments all of the funds, if any, then unconveyed or otherwise undisposed of and all other assets then in its possession and held hereunder.

4.03 Acceptance of Appointment by Successor Liquidation Trustee.

Any successor Liquidation Trustee appointed hereunder shall execute an instrument accepting such appointment and assuming all of the obligations of the predecessor Liquidation Trustee hereunder and thereupon the successor Liquidation Trustee shall, without any further act, become vested with all the estates, properties, rights, powers, trusts, and duties of its predecessor in the Liquidating Trust hereunder with like effect as if originally named herein; but the predecessor Liquidation Trustee nevertheless shall, if applicable, when requested in writing by the successor Liquidation Trustee, execute and deliver an instrument or instruments conveying and transferring to such successor Liquidation Trustee upon the trust herein expressed, all the estates, properties, rights, powers and trusts of such predecessor Liquidation Trustee, and shall

immediately assign, transfer, and deliver to such successor Liquidation Trustee all property and money held hereunder.

4.04 Authority.

From and after the Effective Date, the Liquidating Trust may use, acquire and dispose of Trust Property, and take any of the actions set forth in the Plan or in the Liquidation Trust Agreement without the approval of the Court and free of the restrictions of the Bankruptcy Code, the Bankruptcy Rules or the prior orders of the Court, other than restrictions expressly imposed by the Plan, the Confirmation Order or this Liquidation Trust Agreement, provided that the Liquidating Trust is administered so that it qualifies as a liquidating trust under Treasury Regulation § 301.7701-4(d). The actions of the Liquidating Trust and the Liquidation Trustee shall be subject to the supervision and approval of the Liquidation Trust Oversight Committee as provided in the Plan and hereafter provided in this Liquidation Trust Agreement.

Under the Plan, and subject to the Liquidation Trust Agreement, the Liquidation Trustee shall have the power and authority to perform the following acts:

- (1) Perfect and secure his right, title and interest in and to the properties comprising the Trust Property;
- (2) Reduce the Trust Property to cash and hold the same;
- (3) Determine when to sell Trust Property and on what terms, and sell and convert the Trust Property to cash and distribute the net proceeds in accordance with the Plan and the Liquidation Trust Agreement;
- (4) Manage and protect the Liquidation Trust Property;
- (5) Grant options to purchase, contract to sell and sell the Trust Property, or any part or parts thereof, for such purchase price and for cash or on such terms as the Liquidation Trustee deems appropriate;
- (6) Exchange and re-exchange the Trust Property or any part or parts thereof for other personal property;
- (7) Release, convey or assign any right, title or interest in or about the Trust Property;
- (8) Pay and discharge any costs, expenses, collection fees or obligations deemed necessary to preserve the Trust Property, or any part thereof;
- (9) Purchase insurance to protect the Trust Property, as well as to protect the Liquidation Trustee, the Liquidation Trust Oversight Committee and its members, from liability for such risks and in

such amounts as the Liquidation Trustee or the Liquidation Trust Oversight Committee shall determine is appropriate;

- (10) Deposit funds of the Liquidating Trust and draw checks and make disbursements thereof;
- (11) Employ and have such professionals, including, without limitation, attorneys and accountants, and such other agents, consultants and employees on behalf of the Liquidating Trust as the Liquidation Trustee shall deem necessary; provided, however, that the Liquidation Trustee's authority to pay, such professionals shall be governed by the provisions of the Liquidation Trust Agreement;
- (12) Except as expressly required by the Plan, determine when distributions should be made to the Beneficiaries;
- (13) Exercise any and all powers granted to the Liquidation Trustee by any agreements or by common law or any statute which serve to increase the extent of the powers granted to the Liquidation Trustee hereunder and under the Plan;
- (14) Take any action required or permitted by the Plan;
- (15) Negotiate, renegotiate and enter into contracts and execute obligations negotiable and non-negotiable;
- (16) Sue and be sued; provided, however that any suit commenced after the Effective Date against the Liquidating Trust, or against the Liquidation Trustee acting in his or her capacity as trustee of the Liquidating Trust, must be commenced in the Court; provided, further, that the Court may abstain from hearing any such suit;
- (17) With respect to Trust Property, institute, settle or compromise or abandon on behalf of the Liquidating Trust all claims and Trust Causes of Actions which could be brought by a trustee, including the Chapter 11 Trustee, the Debtor or the Creditors' Committee under the Bankruptcy Code, and prosecute or defend all appeals on behalf of the Debtor, as representative of the Estate within the meaning of section 1123(b)(3)(B) of the Bankruptcy Code;
- (18) Object to Claims of General Unsecured Creditors;
- (19) Settle, compromise or adjust, by arbitration or otherwise, any claims, disputes or controversies in favor of or against the Liquidating Trust;
- (20) Waive or release rights of any kind;

- (21) Appoint, remove and act through agents, managers and employees and confer upon them such power and authority as may be necessary or advisable;
- (22) File all income and informational tax returns and forms of the Liquidating Trust and the Disputed Claims Reserve as required by law, and pay all taxes required to be paid by the Liquidating Trust or the Disputed Claims Reserve; and
- (23) In general, without in any manner limiting any of the foregoing, deal with the Trust Property, or any part or parts thereof, and the affairs of the Liquidating Trust, in all other ways as would be lawful for any person owning the same to deal therewith, whether similar to or different from the ways above specified, at any time or times hereafter.

4.05 Limitation of Authority.

Notwithstanding the power and authority granted to the Liquidation Trustee, the Liquidation Trustee, as otherwise provided in this Liquidation Trust Agreement, shall from time to time report all material matters to the Liquidation Trust Oversight Committee.

4.06 Court Approval.

In addition, the Liquidation Trustee shall have the right to seek Court approval of any action to be undertaken by the Liquidating Trust, but shall not be required to do so unless the Liquidation Trustee is otherwise required to do so in accordance with this Liquidation Trust Agreement or the Plan or determines, in his sole discretion, that Court approval is necessary. In the case of settlement of Trust Causes of Action or objections to Claims where the amount in controversy equals or exceeds \$100,000, the Liquidation Trustee must obtain authorization from the Court pursuant to Fed.R.Bankr. 9019, following notice to the Liquidation Trust Oversight Committee and all parties requesting notice post-confirmation. The Liquidation Trust Oversight Committee and each creditor or party in interest individually shall have standing to object to any such settlement. With respect to all Trust Causes of Action or objections to Claims less than \$100,000, the Liquidation Trustee shall have the right to control and settle such actions without obtaining authorization from the Court; provided, however, the Liquidation Trustee shall consult with the Liquidation Trust Oversight Committee prior to and in connection with any such settlement.

4.07 Establishment of the Liquidation Trust Oversight Committee.

(a) The Liquidation Trust Oversight Committee shall be appointed in accordance with and exercise the duties set forth in this Liquidation Trust Agreement, which duties shall be in the nature of and/or include advising the Liquidation Trustee with respect to administration of and actions pertaining to the Liquidating Trust.

(b) The initial members of the Liquidation Trust Oversight Committee, being the members of the Creditors' Committee as of the Effective Date, as designated in the Plan

Supplement, are (i) Rajinder Grewal, M.D., (ii) Surindar K. Jolly, (iii) N Squared, LLC, by its designated representative, Naveen Nandakumar, (iv) Prakash N. Sanghvi, M.D., and (v) Amarjeet Sethi, M.D.

(c) The purpose of the Liquidation Trust Oversight Committee shall be to oversee the liquidation and distribution of the Trust Property by the Liquidation Trustee, in accordance with the terms of this Liquidation Trust Agreement, the Plan and Confirmation Order. In the event of any dispute between the Liquidation Trustee and the Liquidating Trust Oversight Committee, the Court shall have jurisdiction to determine whether the proposed action should be taken, upon motion made by the Liquidation Trustee or the Liquidation Trust Oversight Committee.

(d) Except as provided in Section 4.02(c)(i) and 4.07(i) of this Liquidation Trust Agreement, the affirmative vote of a majority of the members of the Liquidation Trust Oversight Committee shall be the act of the Liquidation Trust Oversight Committee with respect to any matter that requires the determination, consent, approval or agreement of the Liquidation Trust Oversight Committee. In all matters submitted to a vote of any Liquidation Trust Oversight Committee, each Liquidation Trust Oversight Committee member shall be entitled to cast one vote, which vote shall be cast personally by such Liquidation Trust Oversight Committee member or by proxy. Votes shall only be taken after a meeting conducted upon reasonable prior notice to all members of the Liquidation Trust Oversight Committee, which meeting may be attended in person, telephonically or via video conferencing.

(e) Each member of the Liquidation Trust Oversight Committee may be reimbursed by the Liquidation Trustee for its actual reasonable out-of-pocket expenses incurred for serving on the Liquidation Trust Oversight Committee; provided, however, that such reimbursements shall not include reimbursement for counsel to assist such member in connection with his or her service on any Liquidation Trust Oversight Committee.

(f) The members of the Liquidation Trust Oversight Committee shall each owe the same fiduciary duties to all Beneficiaries as are owed by the Liquidation Trustee.

(g) In the event a member of the Liquidation Trust Oversight Committee believes there is a conflict of interest, breach of duty or abuse of process in respect of the Liquidation Trust Oversight Committee's or Liquidation Trustee's handling of a matter, that member may petition the Court to resolve the same, upon motion to the Court and notice to parties in interest and shall be entitled to payment of reasonable attorneys' fees by the Liquidating Trust from the Trust Property, as determined by the Court, provided such attorneys used shall not have been involved in the Chapter 11 Case as of the Effective Date.

(h) In the event of an actual conflict of interest between the Liquidation Trustee, as to a matter he is handling, and a claim, right, defense or interest of a member of the Liquidation Trust Oversight Committee, the Liquidation Trustee will seek Court approval, after notice and opportunity for hearing, of any proposed resolution, disposition or settlement of such claim, right, defense or interest.

(i) The Liquidation Trust Oversight Committee shall constitute a representative of holders of General Unsecured Claims in the Chapter 11 Case formed for the purpose, inter alia, of monitoring the implementation of the Plan, supervising the activities of the Liquidating Trust, and monitoring the distributions to Beneficiaries.

(j) The Liquidation Trust Oversight Committee shall prescribe its own rules of procedure and bylaws; provided, however, that such rules of procedure and bylaws shall not be inconsistent with the terms of the Plan or the Liquidation Trust Agreement. The Liquidation Trust Oversight Committee rules of procedure may provide that, in the event any member of the Liquidation Trust Oversight Committee resigns subsequent to the Effective Date, the Liquidation Trust Oversight Committee may appoint a replacement for the resigned member without approval by the Court.

(k) Except for the reimbursement of reasonable actual costs and expenses incurred in connection with their duties as Liquidation Trust Oversight Committee members, the members of the Liquidation Trust Oversight Committee shall serve without compensation. Reasonable expenses incurred by members of the Liquidation Trust Oversight Committee may be paid by the Liquidating Trust without need for Court approval.

(l) The Liquidation Trust Oversight Committee shall have the authority to employ, at the expense of the Liquidating Trust, counsel and such other professionals as may be reasonably necessary, in its discretion, to assist in the Liquidation Trust Oversight Committee's duties under the Plan and this Liquidation Trust Agreement, including the oversight of the Liquidating Trust and the Liquidation Trustee regarding liquidation of the assets in the Liquidating Trust and distributions to Beneficiaries. Nothing contained herein shall prohibit the Liquidation Trust Oversight Committee from retaining counsel or such other Professional that has already been retained by the Liquidation Trustee or previously retained by the Chapter 11 Trustee or Creditors' Committee. The Liquidation Trust Oversight Committee is authorized to employ such professionals without approval by the Court; provided, however, that notwithstanding the foregoing, the Liquidation Trust Oversight Committee must disclose to the Court, in advance, with notice to the Office of the United States Trustee, and any other person that specifically requests notice of post-Effective Date matters brought before the Court, the identity of any insider (as such term is defined in section 101(31) of the Bankruptcy Code) of the Liquidation Trustee or any member of the Liquidation Trust Oversight Committee that the Liquidation Trust Oversight Committee intends to employ at the expense of the Liquidating Trust. Under the Liquidation Trust Agreement, the Liquidation Trustee shall have authority to dispute the proposed employment of any professional by the Liquidation Trust Oversight Committee, the rendering of particular services or the payment of any items of compensation or expense reimbursement for such professionals, only in the event the Liquidation Trustee asserts that such employment or payment constitutes a significant waste of Trust Property. In the event of such a dispute, the Court shall have jurisdiction to resolve such dispute.

(m) The Liquidation Trust Oversight Committee and its members shall not be liable for any act any member may do or fail to do as a member of the Liquidation Trust Oversight Committee while acting in good faith and in the exercise of the member's best judgment, and the fact that such act or omission was advised, directed or approved by counsel acting for the Liquidation Trust Oversight Committee shall be conclusive evidence of such good

faith and best judgment. No Liquidation Trust Oversight Committee member shall be liable in any event for claims, liabilities or damages unless they arise from such member's personal gross negligence or willful misconduct.

(n) The Liquidation Trust Oversight Committee shall dissolve upon the completion of all distributions to Beneficiaries and the termination of the Liquidating Trust in accordance with the terms of the Plan and the Liquidation Trust Agreement.

4.08 Approval of the Liquidation Trust Oversight Committee.

The Liquidation Trust Oversight Committee shall direct the Liquidating Trust to invest its corpus in prudent investments in compliance with Section 345 of the Bankruptcy Code, and may require a fidelity bond from the Liquidation Trustee in a reasonable amount.

4.09 Compensation and Reimbursement of Liquidation Trustee and Professionals Retained by the Liquidation Trustee or the Liquidation Trust Oversight Committee and Payment of Other Expenses.

(a) The Liquidation Trustee shall be reasonably compensated for his services until this Liquidation Trust Agreement is terminated. The Liquidation Trustee is authorized, subject to the approval of the Liquidation Trust Oversight Committee, to hire Professionals necessary to perform the duties of the Liquidation Trustee under the Liquidation Trust Agreement.

(b) The Liquidation Trustee shall be entitled to compensation, to be paid from the Trust Property, for services rendered, and to payment or reimbursement of expenses as follows: (i) a flat fee of [\$_____] payable out of the Trust Property (or proceeds of Trust Property) on or as soon as reasonably practicable after the Effective Date; (ii) an amount equal to 3% of all Trust Property (or proceeds of Trust Property) contributed to or recovered or otherwise realized by the Liquidating Trust; and (iii) reimbursement of actual, reasonable, out-of-pocket expenses of the Liquidating Trustee. Professionals retained by the Liquidation Trustee and the Liquidation Trust Oversight Committee, including, but not limited to, attorneys, advisors, expert witnesses and financial consultants, shall be entitled to reasonable compensation, to be paid from the Trust Property (or proceeds of Trust Property), for services rendered and expenses incurred as agreed by the Liquidation Trustee, subject to the consent of the Liquidation Trust Oversight Committee. The fees and expenses of the Liquidation Trustee and any Professional shall be paid and reimbursed in accordance with Section 5.01(b) of this Liquidation Trust Agreement. Payment of such fees shall not require Court approval; provided, however, each month, any Professionals retained by the Liquidation Trustee or the Liquidation Trust Oversight Committee shall prepare and serve monthly fee statements on the Liquidation Trustee, the Liquidation Trust Oversight Committee, and the United States Trustee (the "Fee Notice Parties"). If no written objection to the payment of the requested Professional fees is served by one of the Fee Notice Parties on the Professional requesting payment of Professional fees and the other Fee Notice Parties within ten (10) days following the date of service of such monthly fee statements, the Liquidation Trustee shall immediately pay the Professional fees. If an objection is timely served by one of the Fee Notice Parties on the Professional requesting payment of Professional fees and the other Fee Notice Parties, and such objection is not resolved within thirty (30) days of being

served, then the objection shall be brought before the Court by motion filed by the Professional seeking payment of Professional fees. The Court shall retain jurisdiction to address any such objections. If an objection is filed to only a portion of any Professional fees and/or costs, the undisputed portion of the Professional's expenses and costs shall be paid immediately by the Liquidation Trustee.

(c) Case Professionals shall be paid for fees and expenses incurred during the Chapter 11 Case in accordance with the Plan but shall not be entitled to seek payment of any fees or expenses from the Liquidating Trust, the Trust Property or the proceeds thereof.

4.10 No Implied Obligations.

No other or further covenants or obligations shall be implied by this Liquidation Trust Agreement. The Liquidation Trustee, and the members of the Liquidation Trust Oversight Committee shall not be responsible in any manner whatsoever for the correctness of any recital, statement, representation, or warranty herein, or in any documents or instrument evidencing or otherwise constituting a part of the Trust Property.

4.11 Unknown Property and Liabilities.

The Liquidation Trustee shall be responsible for only that property delivered to him, and shall have no duty to make, nor incur any liability for failing to make, any search for unknown property or for any liabilities.

4.12 Reports; Books and Records.

(a) The Liquidation Trustee shall file in the Chapter 11 Case and serve on the members of the Liquidation Trust Oversight Committee and the U.S. Trustee quarterly reports showing the activities of the Liquidating Trust for the preceding three month period; including, without limitation, the following information: all revenues received by the Liquidating Trust, all expenses of the Liquidating Trust, the assets and liabilities of the Liquidating Trust, a detail of any changes in the Trust Property of the Liquidating Trust and any material action taken by the Liquidation Trustee. The Trustee shall have no duty or responsibility to provide any person with any credit or other information with respect to the Liquidating Trust except as provided in the Plan or this Liquidation Trust Agreement.

(b) The Liquidation Trustee shall otherwise maintain an accounting of receipts and disbursements of the Liquidating Trust. The Liquidation Trustee shall maintain the books and records of the Liquidating Trust, or provide storage for such books and records, for the longer of six (6) years, or while the Liquidating Trust is in existence, provided that the Court may, upon application by the Liquidation Trustee, authorize the Liquidating Trustee to destroy all of the Liquidating Trust's books and records at such time as the Liquidating Trust has no further need for such books and records. The Liquidating Trust's books and records shall be open to inspection by the representatives of the Liquidating Trust Oversight Committee at all reasonable times.

**ARTICLE V.
ADMINISTRATION OF THE TRUST**

5.01 Establishment of Accounts for Distributions Pursuant to the Plan; Creation of Accounts and Reserves.

(a) The Liquidation Trustee, on behalf of the Beneficiaries, shall establish and maintain the Trust Fund Account in the name of the Liquidation Trustee at an Eligible Institution as a segregated interest bearing trust account accessible only by the Liquidation Trustee, which shall be identified as the “Trust Fund Account for the Oakland Physicians Medical Center, L.L.C. Liquidation Trust” and shall bear a designation clearly indicating that the funds deposited therein are held on behalf of Beneficiaries.

(b) The Liquidating Trustee shall establish and maintain the Liquidation Trust Administrative Reserve to pay the Liquidation Trustee, appropriate expenses incurred by members of the Liquidation Trust Oversight Committee, and Professionals retained by the Liquidation Trustee and the Liquidation Trust Oversight Committee, including attorneys, financial consultants and other advisors, expert witnesses fees, storage, rental and office administrative costs, costs of temporary employees, or others utilized by the Liquidating Trust to fulfill its duties, including the sale of Trust Property, Claims reconciliation, pursuing Trust Causes of Action and making distributions. Moreover, the Liquidation Trust Administrative Reserve shall not fund any fees or expenses of any of the Debtor’s, the Chapter 11 Trustee’s or the Creditors’ Committee’s Case Professionals or employees, unless such professionals or employees are retained by the Liquidation Trustee, subject to the consent of the Liquidation Trust Oversight Committee, or the Liquidating Trust Oversight Committee. The Liquidation Trustee will determine the amount of the Liquidation Trust Administrative Reserve.

(c) The Liquidation Trustee shall establish and maintain the Disputed Claims Reserve in accordance with Section 5.04(b) of this Liquidation Trust Agreement on account of holders of Disputed General Unsecured Claims that become Allowed. The Liquidation Trustee shall determine the amount held in the Disputed Claims Reserve. Any excess amount remaining in the Disputed Claims Reserve after all Disputed General Unsecured Claims have been resolved, shall be distributed in accordance with Section 5.04 of this Liquidation Trust Agreement.

(d) The Liquidation Trustee shall not be required to, but is authorized to, establish separate accounts relating to the Liquidation Trust Administrative Reserve and the Disputed Claims Reserve, and shall keep accurate accountings of such funds.

(e) The Liquidation Trustee may establish and maintain at an Eligible Institution such additional accounts as may be appropriate to carry out his duties and functions under this Liquidation Trust Agreement and the Plan.

(f) Notwithstanding anything to the contrary herein or in the Plan, distributions of Trust Property (or proceeds of Trust Property) contributed to the Liquidating Trust shall be made in the following order:

(i) First, to all administrative expenses of the Liquidating Trust, including, without limitation, any amounts due to the Liquidation Trustee, the members of the Liquidation Trust Oversight Committee, and any and all Professionals, as provided in this Liquidation Trust Agreement; and

(ii) Second, to Beneficiaries, pro rata, on account of their Allowed General Unsecured Claims.

5.02 Accounts; Eligible Investments.

Funds on deposit in the Accounts may be invested by the Liquidation Trustee in Eligible Investments selected by the Liquidation Trustee, subject to the approval of the Liquidation Trust Oversight Committee, that shall mature so that they shall be available by 12:00 noon (Eastern Time) on the day immediately preceding a distribution. All Eligible Investments shall be held by the Liquidating Trust on behalf of the Beneficiaries. Eligible Investments may include investments in, or for which, entities the Liquidation Trustee, or persons related to the Liquidation Trustee or an affiliate of such persons provides services.

5.03 Maintenance of Accounts.

The Liquidation Trustee shall possess all right, title and interest in and to all funds on deposit in, and all Eligible Investments, if any, credited to, and in all proceeds of, the Accounts. The Accounts shall be under the sole dominion and control of the Liquidation Trustee on behalf of the Beneficiaries. If, at any time, any Account is held by an institution other than an Eligible Institution, the Liquidation Trustee shall within five (5) Business Days establish a new Account meeting the conditions for that account in Section 5.01 of this Liquidation Trust Agreement and shall transfer any cash and any investments to such new account. The Liquidation Trustee shall be the sole Person with authorization to withdraw any amount from any Account.

5.04 Distribution Procedures.

(a) Timing of Distributions. The Liquidation Trustee shall make distributions to Beneficiaries as soon as administratively practicable. Interim distributions shall be made as and when reasonably practicable, as determined by the Liquidation Trustee in good faith, provided, however, the Liquidation Trustee will distribute at least annually to the Beneficiaries the net income of the Liquidating Trust plus all net proceeds from the liquidation of Trust Property in excess of the amounts reasonably necessary to maintain the value of the Trust Property or to meet claims or contingent liabilities (including Disputed Claims). When making an interim distribution, the Liquidation Trustee will confirm that there are sufficient funds in the Liquidation Trust Administrative Reserve and in the Disputed Claims Reserve.

(b) No Distributions to Disputed Claims.

(i) No payments or distributions shall be made with respect to all or any portion of a General Unsecured Claim until the same has become Allowed either as a result of (i) having been scheduled by the Debtor in an amount that is nondisputed, noncontingent and liquidated and to which no objection is filed by the Debtor, the Chapter 11 Trustee or the Liquidation Trustee, subject to the restrictions of Bankruptcy Code §502(d) (ii) having filed a

proof of claim to which no objection is filed by the Debtor, the Chapter 11 Trustee or the Liquidation Trustee, subject to the restrictions of Bankruptcy Codes §502(d), or (iii) having been subject to an objection filed by the Debtor, the Chapter 11 Trustee or the Liquidation Trustee and determined by entry of a Final Order, at which time prompt payment of the Allowed General Unsecured Claim will be made with no interest thereon. In lieu of making such distribution to such person, the distribution shall be accounted for in the Disputed Claims Reserve. If a Disputed Claim becomes a Disallowed Claim, the payments withheld, and interest earned thereon, pursuant to this paragraph will be returned to the Trust Fund Account to be distributed to holders of Allowed General Unsecured Claims on a pro rata basis.

(ii) On any date that distributions are to be made to Beneficiaries, the Liquidation Trustee shall make a reasonable reserve on account of Disputed General Unsecured Claims and shall adjust the reserve periodically, which shall be no less than the amount of the Disputed General Unsecured Claims multiplied by the pro rata distribution to be made on account of then Allowed General Unsecured Claims. If a General Unsecured Claim has been estimated under Section 502(c) of the Bankruptcy Code, the amount of the claim reserve will be based on the unpaid claim estimate. Such Disputed Claims Reserve shall be administered by the Liquidation Trustee. The Disputed Claims Reserve shall be closed and extinguished by the Liquidation Trustee upon the determination that all distributions and other dispositions of Cash, or other distributions required to be made under the Liquidation Trust Agreement have been made in accordance with the terms of the Liquidation Trust Agreement. Upon closure of the Disputed Claims Reserve, all Cash therein shall be subject to redistribution, in accordance with the provisions of the Liquidation Trust Agreement.

(c) Disallowance and Expungement of Claims. Except as otherwise expressly provided in the Plan or the Liquidation Trust Agreement, any General Unsecured Claim not deemed filed pursuant to Section 1111(a) of the Bankruptcy Code or timely filed pursuant to the Bankruptcy Code, Bankruptcy Rules, any applicable order of the Court or the provisions of the Plan, shall, based on stipulation or order of the Court entered after motion upon notice to the interested parties: (a) not be treated as an Allowed General Unsecured Claim and (b) be expunged from the Claims register in the Chapter 11 Case.

(d) Manner of Payments Under the Liquidating Trust. Payments to be made by the Liquidation Trustee pursuant to this Liquidation Trust Agreement shall be made in Cash or by check drawn from the appropriate Account. Distributions to Beneficiaries shall be made by the Liquidation Trustee: (i) at the addresses set forth on the proofs of claims filed with the Court in the Chapter 11 Case by such holders; (ii) at the addresses set forth in any written notices of address changes delivered to the Liquidation Trustee by such holders after the date of filing of any related proof of claim (in which event the notice of change will supersede and replace the address set forth on the related proof of claim and any address set forth in the Debtor's bankruptcy schedules); or (iii) at the addresses reflected in the Debtor's bankruptcy schedules, as amended, if no proof of claim has been filed and the Liquidation Trustee has not received a written notice of a change of address.

(e) Fractional Cents. No payment of fractional cents shall be made pursuant to this Liquidation Trust Agreement. Whenever any payment of a fraction of a cent under this Liquidation Trust Agreement would otherwise be required, the actual Distribution made shall

reflect a rounding of such fraction to the nearest whole penny (up or down), with half cents or more being rounded up and fractions less than half of a cent being rounded down.

(f) De Minimis Interim Distribution. If the amount distributable to a Beneficiary would be less than \$50.00 in the aggregate considering the distributions from the applicable Account for such Beneficiary (such distribution amount of less than \$50.00, a “De Minimis Interim Distribution”), then the Liquidation Trustee shall not make the De Minimis Interim Distribution, but rather shall hold the De Minimis Interim Distribution in reserve until such time as the aggregate amounts distributable to such holder of an Allowed General Unsecured Claim, combined, as of the next distribution, equals or exceeds \$50.00, but in all events not later than the final distribution. Notwithstanding the foregoing, if the De Minimis Interim Distribution does not equal or exceed \$50.00 prior to the date of the final distribution, then the Liquidation Trustee shall distribute such amount during the final distribution.

(g) Undeliverable Distributions.

(i) If any Beneficiary’s distribution is returned to the Liquidation Trustee as undeliverable, no further distributions to such holder shall be made unless and until the Liquidation Trustee is notified in writing of such holder’s then current address, at which time all missed distributions shall be made to such holder without interest. Any Undeliverable Distribution made by the Liquidation Trustee shall be held for redistribution under the Liquidation Trust Agreement. All claims for Undeliverable Distributions must be made on or before six months after the distribution is made, after which date all unclaimed property shall revert to the Liquidation Trustee free of any restrictions thereon, and the Claim of any holder or successor to such holder with respect to such property shall be discharged and forever barred notwithstanding any federal or state escheat laws to the contrary. Nothing contained in the Plan or in this Liquidation Trust Agreement shall require the Liquidation Trustee or any Professional retained by the Liquidation Trustee to attempt to locate any Beneficiary.

(ii) Checks issued by the Liquidation Trustee to a particular Beneficiary shall be null and void if not negotiated within ninety (90) days after the date of issuance thereof. After such date, all Claims in respect of void checks shall be forever barred, and the proceeds of such checks shall revert in the Liquidating Trust and be subject to redistribution, as appropriate, in accordance with this Liquidation Trust Agreement.

5.05 Interest on Distributions.

Any interest earned by the funds in the Accounts shall inure to the benefit of the Liquidating Trust generally, and not specifically for any party. Beneficiaries are not entitled to interest on their Claims with the exception of their pro rata share of any interest earned by the funds in the Accounts after payment in full of all administrative expenses of the Liquidating Trust and the payment in full of all principal indebtedness owed to Beneficiaries.

5.06 Limitations on Liquidation Trustee.

(a) The Liquidation Trustee shall not at any time, on behalf of the Liquidating Trust or Beneficiaries, (i) enter into or engage in any trade or business, and no part of the Trust Property or the proceeds, revenue or income therefrom shall be used or disposed of by the

Liquidating Trust in furtherance of any trade or business, except to the extent reasonably necessary to preserve and enhance the liquidation value of the Trust Property or (ii) take or fail to take any action that would jeopardize treatment of the Liquidating Trust as a liquidating trust for federal income tax purposes, (iii) except as provided below, reinvest any assets.

(b) All moneys and other assets received by the Liquidation Trustee shall, until distributed or paid over as herein provided, be held in trust for the benefit of the Beneficiaries, but need not be segregated from other Trust Property, unless and to the extent required by law or as otherwise specified in this Liquidation Trust Agreement.

(c) The Liquidation Trustee shall be restricted to the holding, collection, conservation, protection and administration of the Trust Property in accordance with the provisions of this Liquidation Trust Agreement, and the payment and distribution of amounts as set forth herein for the purposes set forth in this Liquidation Trust Agreement.

5.07 Further Authorization.

The Liquidation Trustee shall be entitled to seek such orders, judgments, injunctions and rulings as the Liquidation Trustee deems necessary to carry out the intentions and purposes, and to give full effect to the provisions of the Plan and this Liquidation Trust Agreement. In the event of any conflict between the terms hereof and the terms of the Plan as modified and confirmed by the Confirmation Order, this Liquidation Trust Agreement shall control.

5.08 Withholding and Reporting Requirements.

In connection with the Plan and this Liquidation Trust Agreement and all distributions hereunder, the Liquidation Trustee shall comply with all applicable tax withholding and reporting requirements imposed by any federal, state, provincial, local or foreign taxing authority, and all distributions hereunder shall be subject to any such withholding and reporting requirements. The Liquidation Trustee shall be authorized to take any and all actions that may be necessary or appropriate to comply with such withholding and reporting requirements. Notwithstanding any other provision of the Plan or this Liquidation Trust Agreement, each Beneficiary that is to receive a distribution from the Account shall have sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed by any governmental unit, including income, withholding and other tax obligations, on account of such distribution.

5.09 Determination of Tax Information With Respect to Allowed Claims.

Prior to making any distribution to a Person or Entity that is a Beneficiary on account of, and/or a holder of, an Allowed General Unsecured Claim pursuant to this Liquidation Trust Agreement, in the event the Liquidating Trust has not already been provided with a valid, properly completed IRS Form W-9 or a valid, properly completed applicable IRS Form W-8 (any successor, or otherwise applicable, form) (individually, an “IRS Form” and, collectively, the “IRS Forms”), as applicable, for the Beneficiary, the Liquidating Trust must request that such Beneficiary provide the Liquidating Trust with the applicable valid, properly completed IRS Form, and the Liquidating Trust need not, but may, make any distribution to such Beneficiary until the Liquidating Trust receives from such Beneficiary a valid, effective IRS Form that is

applicable to such distribution. The Liquidation Trustee may in good faith rely upon the information received for the purposes of satisfying the Liquidation Trustee's tax reporting obligations. Such tax information shall be treated as confidential and shall only be disclosed as necessary to taxing authorities. If 90 days elapses and the Liquidation Trustee is unable to obtain a valid, properly completed IRS Form after a request, then the claimant shall not be entitled to a distribution from the Trust Fund Accounts.

5.10 Tax Returns/Tax Matters.

(a) The Liquidation Trustee shall file all tax returns, tax reporting, and other filings with governmental authorities on behalf of the Liquidating Trust and the Trust Property it holds for time periods ending on or before termination of this Liquidating Trust. Subject to definitive guidance from the IRS or a court of competent jurisdiction to the contrary (including the issuance of applicable Treasury Regulations, the receipt by the Liquidation Trustee of a private letter ruling if the Liquidation Trustee so requests one, or the receipt of an adverse determination by the IRS upon audit if not contested by the Liquidation Trustee) the Liquidation Trustee shall file tax returns for the Liquidating Trust treating the Liquidating Trust (other than as relating to the Trust Property allocable to Disputed Claims) as a grantor trust pursuant to Treasury Regulations Section 1.671-4(a). The Liquidation Trustee's filings shall also include requests for determination of tax under Section 505(b) of the Bankruptcy Code (to the extent applicable) and responses to any tax audits, solely with respect to the Trust Property. The Liquidation Trustee shall make available such information to the Beneficiaries as shall enable them to properly file their separate tax returns and withhold and pay over any amounts required by tax law.

(b) The Liquidation Trustee is authorized to withhold or pay over any amounts required by law (including tax law) to be withheld or paid in connection with the transfer and assignment of the Trust Property to the Liquidating Trust pursuant to the Plan. The Liquidation Trustee is further entitled to deduct any United States federal or applicable state withholding taxes from any payments made with respect to Allowed Claims, as appropriate, and shall otherwise comply with Section 346 of the Bankruptcy Code.

(c) Except to the extent the Trust Property is allocable to Disputed Claims, for all United States federal income tax purposes the transfers by the debtor to the Trust shall be treated by the Debtor, the Trust and the Trust Beneficiaries as a transfer of the Trust Property by the Debtor to the Trust Beneficiaries followed by a transfer of the Trust Property by such Trust Beneficiaries to the Trust. The Trust Beneficiaries shall be treated as the grantors and deemed owners of the Trust for United States federal income tax purposes. The Liquidation Trustee shall determine the fair market value of the Trust Property upon receipt and, to the extent necessary, such determined fair market value shall be used by the Liquidating Trust, the Liquidation Trustee and the Beneficiaries for all federal income tax purposes. The Liquidation Trustee will initially determine the fair market value of the Trust Property within thirty (30) days after the Effective Date, and send such determination to each potential Beneficiary. Each potential Beneficiary agrees to use such valuations for all purposes, including, without limitation, in computing any gain recognized upon the exchanges of such holder's claim for purposes of determining any United States Federal income tax, and shall be required to include those items of income, deductions and tax credits that are attributable to its interest in computing its taxable income.

(d) Subject to definitive guidance from the IRS or a court of competent jurisdiction to the contrary (including the issuance of applicable Treasury Regulations, the receipt by the Liquidation Trustee of a private letter ruling if the Liquidation Trustee so requests one, or the receipt of an adverse determination by the IRS upon audit if not contested by the Liquidation Trustee) the Liquidation Trustee shall (A) either timely elect to treat any Trust Property allocable to Disputed Claims as a “disputed ownership fund” governed by Treasury Regulation § 1.68B-9, or, if permitted under applicable law, treat such Trust Property as a “complex trust,” in either case with the consent of the Oversight Committee, and (B) to the extent permitted by applicable law, report consistently with the foregoing for state and local income tax purposes. All parties (including the Liquidation Trustee and the Beneficiaries) shall report for United States federal, state and local income tax purposes consistently with the foregoing.

5.11 Remaining Funds.

If any distribution check is not timely cashed by the recipient, and there are more than \$15,000 in aggregate funds remaining when the Liquidation Trust is otherwise fully administered, the Liquidation Trustee shall make a subsequent final pro rata distribution to the Beneficiaries whose distributions have been claimed and not been returned. If there is less than \$15,000 in aggregate funds remaining when the Liquidation Trust is otherwise fully administered, the Liquidation Trustee may donate the remaining funds to a certified 503(c) charitable non-profit organization and unrelated to the Liquidation Trustee or the Liquidating Trust and any Claim in respect of such amount shall be discharged and forever barred from assertion against the Liquidation Trust and the Liquidation Trustee and their respective property, notwithstanding any federal or state escheat laws to the contrary.

ARTICLE VI. DURATION OF LIQUIDATING TRUST

6.01 Duration of Liquidating Trust.

The Liquidating Trust shall continue in effect until the earlier of: (a) the date that all Trust Property has been liquidated, all proceeds have been converted to cash or distributed in kind, all Trust expenses have been paid, all claims to be paid under the Plan for which the Liquidation Trustee is obligated to make distributions on have been paid, all distributions to be made with respect to the Beneficiaries have been made, all litigation to which the Liquidating Trust is a party has been concluded by dismissal or an order issued by the court in which such litigation is pending and such order has become "final" (consistent with the definition of Final Order in the Plan for orders issued by the Court), and the Chapter 11 Case has been closed; and (b) the expiration of five (5) years from the Effective Date; provided, however that the Liquidating Trustee may request the Court to extend the permitted life of the Liquidating Trust for such additional period as is reasonably necessary to conclude the liquidation and distributions, not to exceed a total of ten (10) years from the Effective Date, which request shall be filed so the Court may consider and rule on the request within six (6) months prior to the expiration of the initial five-year term.

6.02 Closing of Chapter 11 Case.

When each Disputed General Unsecured Claim filed against the Debtor's Estate has become an Allowed General Unsecured Claim or a Disallowed General Unsecured Claim, and all Cash and property has been distributed in accordance with the terms of the Plan, as applicable, and this Liquidation Trust Agreement, the Liquidation Trustee shall seek authority from the Court to close the Chapter 11 Case in accordance with the Bankruptcy Code and the Bankruptcy Rules and to enter the Final Decree.

6.03 Continuance of Liquidating Trust for Winding Up.

After the termination of the Liquidating Trust and for the purpose of liquidating and winding up the affairs of the Liquidating Trust, the Liquidation Trustee shall continue to act as such until his duties have been fully performed. Upon termination of the Liquidating Trust, the Liquidation Trustee shall retain for a period of seven years the books, records, Beneficiary lists, Register, and certificates and other documents and files which shall have been delivered to or created by the Liquidation Trustee. At the Liquidation Trustee's discretion, all other records and documents may, but need not, be destroyed at any time after two years from the completion and winding up of the affairs of the Liquidating Trust. Except as otherwise specifically provided herein, upon the termination of the Liquidating Trust, the Liquidation Trustee shall have no further duties or obligations hereunder.

**ARTICLE VII.
INDEMNIFICATION; LIMITATIONS ON LIABILITY**

7.01 General Indemnification.

The Liquidating Trust shall indemnify and hold harmless any person who was, or is, a party, or is threatened to be made a party, to any pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such person is or was a member of the Liquidation Trust Oversight Committee, the Liquidation Trustee, or an agent, attorney, accountant or other Professional of the Liquidation Trustee or the Liquidation Trust Oversight Committee (each such person, an "Indemnified Person"), against all costs, expenses, judgments, fines and amounts paid in settlement actually and reasonably incurred by such Indemnified Person in connection with such action, suit or proceeding, or the defense or settlement of any claim, issue or matter therein, to the fullest extent, except to the extent such liability is determined to be the result of willful misconduct, gross negligence, or fraud. Costs or expenses incurred by any such Indemnified Person in defending any such action, suit or proceeding shall be paid by the Liquidating Trust in advance of the institution or final disposition of such action, suit or proceeding, provided, however, that any such Indemnified Person shall promptly reimburse the Liquidating Trust for all such costs and expenses paid by the Liquidating Trust if it is finally adjudicated by a court of competent jurisdiction, that liability by such Indemnified Person is a result of willful misconduct, gross negligence, or fraud. The Liquidation Trustee may in his discretion purchase and maintain insurance on behalf of any Indemnified Person who is or was a beneficiary of this provision.

7.02 No Recourse.

Except as provided in this Liquidation Trust Agreement, no recourse shall ever be had, directly or indirectly, against the members of the Liquidation Trust Oversight Committee, in their capacity as members of the Liquidation Trust Oversight Committee, or the Liquidation Trustee personally, or against any agent, representative, affiliate, attorney, accountant, financial consultant or other Professional of the Liquidation Trustee, or against any agent, affiliate, representative, attorney, accountant, financial consultant or Professional of the Liquidation Trust Oversight Committee by legal or equitable proceedings, or by virtue of any statute or otherwise, nor upon any promise, contract, instrument, undertaking, obligation, covenant or agreement whatsoever executed by the Liquidation Trustee under this Liquidation Trust Agreement, or by reason of the creation of any indebtedness by the Liquidation Trustee under this Liquidation Trust Agreement for any purpose authorized by this Liquidation Trust Agreement, it being expressly understood and agreed that all such liabilities, covenants and agreements shall be enforceable only against and be satisfied only out of the Trust Property or such part thereof as shall under the terms of any such agreement be liable therefor or shall be evidence only of a right of payment out of the Trust Property. Notwithstanding the foregoing, (i) any member of the Liquidation Trust Oversight Committee or the Liquidation Trustee shall be subject to claims with recourse based upon its own willful misconduct, gross negligence, or fraud, as adjudicated by a court of competent jurisdiction and (ii) nothing herein modifies or expands the exculpation and release provisions in Articles XII of the Plan and in the Confirmation Order.

7.03 No Liability.

No successor Liquidation Trustee shall be in any way responsible or liable for the acts or omissions of any predecessor Liquidation Trustee in office prior to the date on which such Person becomes the Liquidation Trustee, nor shall such successor Liquidation Trustee be obligated to inquire into the validity or propriety of any such act or omission unless such successor Liquidation Trustee expressly assumes such responsibility. Any successor Liquidation Trustee shall be entitled to accept as conclusive any final accounting and statement of liquidation trust assets furnished to such successor Liquidation Trustee by the predecessor Liquidation Trustee and shall further be responsible only for those Trust Property included in such statement.

No predecessor Liquidation Trustee shall be in any way responsible or liable for the acts or omissions of any successor Liquidation Trustee, nor shall such predecessor Liquidation Trustee be obligated to inquire into the validity or propriety of any such act or omission.

7.04 Limitation on Liquidation Trustee's and Estate Representative's Liability.

The members of the Liquidation Trust Oversight Committee, in their capacity as such, and Liquidation Trustee and their respective agents, affiliates, attorneys, accountants, financial consultants or other professionals shall be exculpated from liability for any errors or omissions made in connection with their duties under this Liquidation Trust Agreement, except for liability for any errors or omissions arising from its own gross negligence, willful misconduct, or fraud. The foregoing limitation on liability shall apply equally to the agents, employees or professionals of the Liquidation Trustee acting on behalf of the Liquidation Trustee in the fulfillment of their duties under the Plan and this Liquidation Trust Agreement. Neither the Liquidation Trustee, nor

any agent, affiliate, representative, attorney, accountant, financial consultant or professional of the Liquidation Trustee, nor any Beneficiaries, shall be personally liable with respect to any liabilities or obligations of the Liquidating Trust or any liabilities or obligations relating to the Trust Property, including, without limitation, those arising under this Liquidation Trust Agreement or with respect to the Liquidating Trust or the Trust Property and all persons dealing with the Liquidating Trust must look solely to the Trust Property for the enforcement of any claims against the Liquidating Trust.

7.05 Express Exculpatory Clauses in Instruments.

To the fullest extent reasonably practicable, the Liquidation Trustee shall cause any written instrument creating an obligation of the Liquidating Trust to include a reference to this Liquidation Trust Agreement and to provide that none of the Beneficiaries, the members of the Liquidation Trust Oversight Committee or the Liquidation Trustee or the Liquidation Trustee's respective agents, affiliates, attorneys, accountants, financial consultants or other Professionals shall be liable thereunder and that the other parties to such instrument shall look solely to the Trust Property for the payment of any claim thereunder or the performance thereof; provided, however, that the omission of such provision from any such instrument shall not render any Beneficiary or the Liquidation Trustee or the Liquidation Trust Oversight Committee, or their respective agents, affiliates, attorneys, accountants, financial consultants, or other Professionals liable nor shall the Liquidation Trustee, its agents, affiliates, attorneys, accountants, financial consultants or other professionals be liable to anyone for such omission.

**ARTICLE VIII.
MISCELLANEOUS PROVISIONS**

8.01 Notices.

All notices, requests or other communications to the Liquidation Trustee hereto shall be in writing and shall be sufficiently given only if (i) delivered in person; (ii) sent by electronic mail or facsimile communication, as evidenced by a confirmed fax transmission report; (iii) sent by registered or certified mail, return receipt requested; or (iv) sent by recognized commercial delivery service or courier. Until a change of address is communicated, as provided below, all notices, requests and other communications shall be sent to the parties at the following addresses or facsimile numbers:

Liquidation Trustee:

Basil T. Simon
645 Griswold Street, Suite 3366
Detroit, MI 48226
Email: bsimon@sszpc.com
Facsimile: (313) 963-4614

Liquidation Trust Oversight Committee:

Rajinder Grewal, M.D.
547 Bedlington Drive
Rochester Hills, MI 48307
Facsimile: _____
Email: rajgrewalmd@yahoo.com

Surindar K. Jolly
4020 Venoy Road, Suite 800
Wayne, MI 48184
Facsimile: _____
Email: drjollymd@yahoo.com

Prakash N. Sanghvi, M.D.
2111 Orchard Lake Road
Sylvan Lake, MI 48320
Facsimile: _____
Email: amitej@aol.com

N Squared, LLC
Attn: Naveen Nandakumar
30700 Telegraph Rd., Suite 1645
Bingham Farms, MI 48323
Facsimile: _____
Email: nvn@jjmedsys.com

Amarjeet Sethi, M.D.
4566 Wabeek Forest Drive
Bloomfield Hills, MI 48301
Facsimile: _____
Email: Doc_Sethi@hotmail.com

All notices shall be effective and shall be deemed delivered (i) if by personal delivery, delivery service or courier, on the date of delivery; (ii) if by electronic mail or facsimile communication, on the date of transmission of the communication; and (iii) if by mail, on the date of receipt. Any party from time to time may change its address, email address, facsimile number or other information for the purpose of notices to that party by giving notice specifying such change to the other party hereto.

8.02 Effectiveness.

This Liquidation Trust Agreement shall become immediately effective upon the Effective Date.

8.03 Counterparts; Facsimile Signatures.

This Liquidation Trust Agreement may be executed in one or more counterparts, all of which shall be taken together to constitute one and the same instrument. For purposes of the due execution hereof, facsimile or electronic imaging signatures shall be treated as originals for all purposes.

8.04 Governing Law.

Except to the extent the Bankruptcy Code or the Bankruptcy Rules are applicable, this Liquidation Trust Agreement shall be governed by, construed under and interpreted in accordance with, the laws of the State of Michigan. Any and all disputes arising under this Liquidation Trust Agreement shall be raised and litigated before the Court.

8.05 Waiver of Jury Trial.

THE LIQUIDATION TRUSTEE, THE LIQUIDATION TRUST OVERSIGHT COMMITTEE AND THE CHAPTER 11 TRUSTEE HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTIONS, SUITS OR COUNTERCLAIMS ARISING IN CONNECTION WITH, OUT OF OR OTHERWISE RELATING TO THIS TRUST AGREEMENT.

8.06 Severability of Provisions.

Any provision of this Liquidation Trust Agreement which is prohibited or unenforceable in any jurisdiction, as to such jurisdiction, shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Liquidation Trust Agreement or affecting the validity or enforceability of any of the terms or provisions of this Liquidation Trust Agreement in any other jurisdiction.

8.07 Entire Agreement.

This Liquidation Trust Agreement (including the Recitals) constitutes the entire agreement by and among the parties hereto and there are no representations, warranties, covenants or obligations except as set forth herein or therein. This Liquidation Trust Agreement supersedes all prior and contemporaneous agreements, understandings, negotiations, discussions, written or oral, of the parties hereto, relating to any transaction contemplated hereunder. Except as otherwise specifically provided herein, nothing in this Liquidation Trust Agreement is intended or shall be construed to confer upon or to give any person other than the parties thereto and their respective heirs, administrators, executors, successors, or assigns any right to remedies under or by reason of this Liquidation Trust Agreement.

8.08 Effect of Death, Incapacity or Bankruptcy of Beneficiary.

The death, incapacity or bankruptcy of a Beneficiary during the terms of this Liquidation Trust Agreement shall not operate to terminate the Liquidation Trust Agreement, nor shall it entitle the representatives or creditors of the deceased Beneficiary to an accounting, or to take any action in the courts or elsewhere for the distribution of the Trust Property or for a partition thereof, nor shall it otherwise affect the rights and obligations of any Beneficiary.

8.09 Effect of Trust on Third Parties.

There is no obligation on the part of any purchaser or purchasers from the Liquidation Trustee or any agent of the Liquidation Trustee, or on the part of any other persons dealing with the Liquidation Trustee or any agent of the Liquidation Trustee, to see the application of the purchase money or other consideration passing to the Liquidation Trustee or any agent of the Liquidation Trustee, or to inquire into the validity, expediency or propriety of any such transaction by the Liquidation Trustee or any agent of the Liquidation Trustee.

8.10 Waiver.

No failure or delay of any party to exercise any right or remedy pursuant to this Liquidation Trust Agreement shall affect such right or remedy or constitute a waiver by such party of any right or remedy pursuant thereto. Resort to one form of remedy shall not constitute a waiver of alternative remedies.

8.11 Relationship Created.

The only relationship created by this Liquidation Trust Agreement is the relationship between the Liquidation Trustee and the Beneficiaries. No other relationship or liability is created. Nothing contained in this Liquidation Trust Agreement shall be construed so as to construe the Beneficiaries or their successors-in-interest as creating an association, partnership, or joint venture of any kind.

8.12 Amendment of Liquidation Trust Agreement.

This Liquidation Trust Agreement may be amended from time to time upon the consent of the Liquidation Trust Oversight Committee and the Liquidation Trustee and, absent such consent, upon order of the Court, provided, however, that no amendment shall be made to the Liquidation Trust Agreement that makes it inconsistent with the provisions of the Plan.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Liquidation Trust Agreement or caused this Liquidation Trust Agreement to be duly executed by their respective officers thereunto duly authorized as of the day and year first written above.

Basil T. Simon, as Chapter 11 Trustee
of the Estate of Oakland Physicians Medical
Center, L.L.C. d/b/a Doctors' Hospital of
Michigan, a Michigan limited liability
company

Basil T. Simon, as Liquidation Trustee of
the Oakland Physicians Medical Center,
L.L.C. Liquidation Trust

**THE LIQUIDATION TRUST
OVERSIGHT COMMITTEE**

Rajinder Grewal, M.D.

Surindar K. Jolly

Prakash N. Sanghvi, M.D.

Amarjeet Sethi, M.D.

N Squared, LLC

By: _____
Naveen Nandakumar

Its: _____

[Signature Page to Liquidation Trust Agreement]

EXHIBIT D

EXHIBIT D
List of Assumed Contracts¹

Name and Mailing Address, Including Zip Code, of Other Parties to Lease or Contract	Description of Executory Contract or Unexpired Lease	Cure Amount
American Federation of State, County and Municipal Employees AFL-CIO Local 100 - Council 25	9/6/09 Collective Bargaining Agreement	\$0
Baytree National Bank & Trust 9305 A Monroe Road Charlotte, NC 28270	Copier Lease	\$0
Catlin Specialty Insurance Company	Group Physician Professional Liability Policy	\$0
Chubb Group of Insurance Companies	General Liability/Property Insurance Policy	\$0
Cintas Document Management 48501 Main Street Plymouth, MI 48170	Document Shredding Service Agreement	\$0
CleanNet of Greater Michigan 9361 Broken Land Parkway Suite 208 Columbia, MD 21046	Housekeeping Services Agreement	\$0
Crittenton Hospital Medical Center 1101 W. University Rochester, MI 48307	4/14/11 Medicare GME Affiliated Agreement	Assumed as Modified under §3.3 of the Plan.
Guarantee Insurance P.O. Box 406012 Atlanta, GA 30384-6012	Workers Compensation	\$0
Guardian P.O. Box 67748 Dallas, TX 75267-7458	Administrative Fees Services	\$0
Guardian P.O. Box 824395 Philadelphia, PA 19182-4395	Employee Dental, Vision, STD, Voluntary Life Insurance	\$0
International Union, United Automobile, Aerospace & Agricultural Implement Workers of America, UAW, Local 6911 - Region 1	March 2013 Collective Bargaining Agreement	\$0
McLaren Health Plan P.O. Box 1511 Flint, MI 48501-1511	Employee Health/Prescription Coverage	\$0

¹ The Plan Sponsor reserves the right to amend this list at any time prior to entry of the Confirmation Order.

Molina Healthcare of Michigan, Inc. 100 West Big Beaver Road Suite 600 Troy, MI 48084	11/7/08 Hospital Services Agreement	\$0
Oakland Integrated Healthcare Network 22200 W. Nine Mile Road Southfield, MI 48075	Shared Physician Agreement	\$0
Prudential Security, Inc.	Security Contract Management Agreement	\$0
Shambaugh & Son 21661 Melrose Southfield, MI 48075	Fire Alarm Systems Maintenance Agreement	\$0
Travelers Insurance	Auto Insurance Policy	\$0
Wisconsin Physicians Service Medicare Part A P.O. Box 8810 Marion, IL 62959	Medicare Provider Agreement	Assumed under §3.3 of the Plan.

EXHIBIT E

EXHIBIT E
List of Rejected Contracts¹

Name and Mailing Address, Including Zip Code, of Other Parties to Lease or Contract	Description of Executory Contract or Unexpired Lease	Effective Date of Rejection
Next Services, Inc. 500 E. Eisenhower Parkway Suite 130 Ann Arbor, MI 48108	Billing service	Effective Date
Specialized Billing Services, LLC	Billing service	Effective Date
Ray Breitenbach 3901 Highland Road Suite D Waterford, MI 48328	Chief of Staff agreement	Effective Date
Ross University School of Medicine	All contracts	Effective Date
American University of the Caribbean School of Medicine	All contracts	Effective Date
St. George's University Granada	All contracts	Effective Date
American University of Antigua	All contracts	Effective Date
Windsor University School of Medicine	All contracts	Effective Date
Dr. Yatinder Singhal 3541 Ridgeview Court Bloomfield Hills, MI 48302	All contracts	Effective Date
Dr. Anuj Mittal 2600 Lone Pine Road West Bloomfield, MI 48323	All contracts	Effective Date

¹ The Plan Sponsor reserves the right to amend this list at any time prior to entry of the Confirmation Order.

<p>Dr. Michael Short 42505 Woodward Avenue Suite 103 Bloomfield Hills, MI 48304</p>	<p>All contracts</p>	<p>Effective Date</p>
<p>Hallmark Health Services, Inc. John Oram 3100 Northwestern Highway Suite 200 Farmington, MI 48334</p>	<p>Fee Arrangement</p>	<p>Effective Date</p>
<p>John Oram 3100 Northwestern Highway Suite 200 Farmington, MI 48334</p>	<p>All contracts</p>	<p>Effective Date</p>
<p>Dr, Brijinder Gupta 145 S. Seminole Street Pontiac, MI 48341</p>	<p>employment agreement dated July 2, 2015 and any other contract</p>	<p>Effective Date</p>

EXHIBIT F

AMENDED AND RESTATED PROMISSORY NOTE
Term Loan

\$500,000.00

Due April 1, 2019

OAKLAND PHYSICIANS MEDICAL CENTER, L.L.C., a Michigan limited liability company with a place of business at 461 West Huron, Pontiac, Michigan 48341 ("Borrower") promises to pay to the order of **CRITTENTON HOSPITAL MEDICAL CENTER**, a Michigan nonprofit corporation, with offices at 1101 W. University Drive, Rochester, Michigan 48307 and its successors and assigns ("Lender"), Five Hundred Thousand Dollars and No Cents (\$500,000.00) plus interest on the outstanding balance from this date until paid in full. The amount of the then outstanding principal balance together with accrued and unpaid interest thereon shall be due and payable on April 1, 2019 ("Maturity"). **This Amended and Restated Promissory Note ("Note") amends, restates and replaces that certain secured Promissory Note Term Loan, in the original principal amount of \$4,000,000.00, due April 14, 2016 (the "Original Note"), as previously executed and delivered by Borrower to Lender. This Note is required under the terms of the confirmed Combined Disclosure Statement and Plan of Reorganization of Oakland Physicians Medical Center, L.L.C. proposed by Sant Partners. LLC dated October 21, 2015 (the "Plan"). In the event of a discrepancy between the terms of this Note and the Plan, the terms of this Note shall control.**

Interest. Borrower shall pay interest on the outstanding principal balance of this Note at the rate per annum equal to three percent (3.0%). All computations of interest shall be made on the basis of a 360-day year and paid for the actual number of days elapsed.

Payments. Interest on the outstanding principal amount of the Note shall be paid in arrears quarterly commencing on April 1, 2016 and continuing thereafter on each July 1, October 1, January 1 and April 1 of each calendar year until Maturity. Principal and unpaid interest shall be due and payable in full at Maturity.

All payments shall be applied first to accrued interest and then to principal.

Borrower may make prepayments of principal at any time without premium or penalty.

Lender shall apply all payments received on this Note to any unpaid expenses, accrued and unpaid interest then due and owing, and then to the reduction of principal of this Note. The sum or sums shown on Lender's records shall constitute a rebuttable presumption of the correct unpaid balances of principal and interest on this Note. If any payment comes due on a day that is not a Business Day, Borrower shall be permitted to make the payment, without it constituting an Event of Default, on the first Business Day following the due date and pay the additional interest accrued to the date of actual payment. "Business Day" means a day other than a Saturday, Sunday or a legal holiday observed by federally chartered banks doing business in Detroit, Michigan.

Default Rate. Notwithstanding the foregoing, at Lender's election, without notice or demand, Borrower shall pay interest at the rate per annum equal to Four Percent (4%) plus the otherwise applicable interest rate under this Note ("Default Rate") on the outstanding principal balance of this Note during the period that any Event of Default exists (as defined below), on past due interest on this Note, on all other amounts payable to Lender by Borrower in connection with this Note, and on any unsatisfied judgment on this Note. In no event, however, shall the interest rate on this Note exceed the highest rate permitted by law.

Collateral. This Note is secured by a that certain Mortgage executed on April 14, 2011 by Borrower in Favor of Lender, recorded on _____ in Liber _____, Page _____, Oakland County Records, as amended by the First Amendment dated August 11, 2011, recorded on _____ in Liber 3381, Page 853, Oakland County Records, and the Second Amendment to Mortgage of even date herewith (as amended, the "Mortgage") of the property commonly known as 1305 N. Oakland Blvd., Waterford, Michigan 48327.

Set Off. The Borrower grants to the Lender a continuing lien on and security interest in any and all amounts due from the Lender to the Borrower, as security for the full and punctual payment and performance of all of the liabilities and obligations of the Borrower to the Lender and such amounts may be applied or set off against such liabilities and obligations of the Borrower to the Lender at any time, whether or not such are then due, whether or not demand has been made and whether or not other collateral is then available to the Lender.

Events of Default. An "Events of Default" as defined under the Mortgage.

Remedies upon Default. If any Event of Default shall occur, Lender may, at its election, and without demand or notice of any kind, do any one or more of the following:

1. Declare all of the Borrower's obligations to Lender under this Note immediately due and payable, whereupon all unpaid principal and interest in respect of this Note, together with Lender's costs and expenses and attorneys fees, shall be immediately due and payable;
2. Exercise any and all rights and remedies available to Lender under any applicable law, under the terms of this Note; and/or,
3. Set off the unpaid balance hereunder against any debt owing to Borrower by the Lender.

Governing Law. This Note shall be construed under the laws of the State of Michigan and any applicable federal laws. Time is of the essence.

Notices. All notices, requests, demands and other communications provided for hereunder shall be in writing and mailed (i) if to the Borrower _____, and (ii) if to the Lender _____.

Binding Effect. This Note shall be binding upon the Borrower and upon Borrower's respective successors, assigns and legal representatives, and shall inure to the benefit of the Lender and its successors, endorsees and assigns.

Amendments. Any amendment hereof must be in writing and signed by the party against whom enforcement is sought. Unenforceability of any provision hereof shall not affect the enforceability of any other provision. A photographic or other reproduction of this Note may be made by the Lender, and any such reproduction shall be admissible in evidence with the same effect as the original itself in any judicial or administrative proceeding, whether or not the original is in existence.

No Waiver. None of the following will be a course of dealing, estoppel, waiver, or implied amendment on which any party to this Note may rely: (1) Lender's acceptance of one or more late or partial payments; (2) Lender's forbearance from exercising any right or remedy under this Note; or (3) Lender's forbearance from exercising any right or remedy under this Note on any one or more occasions. Lender's exercise of any rights or remedies or a part of a right or remedy on one or more occasions shall

not preclude Lender from exercising the right or remedy at any other time. Lender's rights and remedies under this Note and the law and in equity are cumulative to, but independent of, each other.

Costs, Expenses, and Fees. Each party will bear its own costs and expenses incurred in connection with preparation of this Note and the Mortgage including legal fees.

Borrower Waivers. Borrower waives presentment, demand, notice, protest, and all other demands and notices in connection with delivery, acceptance, performance, default, or enforcement of this Note.

Jurisdiction. Borrower hereby irrevocably submits to the non-exclusive jurisdiction of any Michigan state or federal court sitting in Oakland, Washtenaw or Wayne County, Michigan, over any action or proceeding arising out of or relating to this Note, and Borrower hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such Michigan state or federal court. Borrower hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

Jury Trial Waiver. BORROWER AND LENDER EACH WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, BETWEEN LENDER AND BORROWER ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS NOTE OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS RELATED THERETO.

Borrower: OAKLAND PHYSICIANS MEDICAL CENTER, L.L.C.

By: _____

Name:

Title:

[LENDER AND SECOND LENDER ACKNOWLEDGEMENTS ON NEXT PAGE]

LENDER'S ACKNOWLEDGEMENT

In accepting the execution and delivery of this Note, Lender hereby acknowledges and agrees to the amendment, restatement and replacement of the Original Note by this Note pursuant to the terms of the Plan.

CRITTENTON HOSPITAL MEDICAL CENTER

By: _____
Name:
Title:

SECOND LENDER'S ACKNOWLEDGEMENT

Sant Partners, LLC ("Second Lender"), joins in the execution of this Note to acknowledge and agree that (a) any financing (x) previously provided to Borrower that is not discharged under the Plan or (y) to be provided to Borrower by Second Lender, shall be subordinate in all respects to Borrower's obligations to Lender under this Note and the Mortgage and (b) any lien in the Collateral granted by Borrower to Second Lender shall be subordinate in all respects to the Lender's lien in the Collateral.

SANT PARTNERS, LLC

By: _____
Name:
Title:

EXHIBIT G

EXHIBIT G

TRUST CAUSES OF ACTION¹

1. All Causes of Action of the Debtor or Debtor's Estate, including, without limitation, any Avoidance Actions, against Dr. Yatinder Sighal.
2. All Causes of Action of the Debtor or Debtor's Estate, including, without limitation, any Avoidance Actions, against Dr. Anuj Mittal.
3. All Causes of Action of the Debtor or Debtor's Estate, including, without limitation, any Avoidance Actions, against Dr. Michael Short.
4. All Causes of Action of the Debtor or Debtor's Estate including, without limitation, any Avoidance Actions, against Dr. Brijinder Gupta.
5. All Causes of Action of the Debtor or Debtor's Estate, including, without limitation, any Avoidance Actions, against Butzel Long, PC.
6. All Causes of Action of the Debtor or Debtor's Estate, including, without limitation, any Avoidance Actions, against the Law Offices of Melvin M Raznick.

The Plan Sponsor is informed that the Creditors' Committee is investigating additional potential Estate Causes of Action, including, without limitation, actions to avoid and recover preferential transfers made during the 90-day period prior to the Petition Date (for non-"Insiders" (as defined in 11 U.S.C. §101(31)) of the Debtor) and the one-year period prior to the Petition Date (for "Insiders" of the Debtor), and potential fraudulent transfer actions related to the sale of practice groups and other assets of the Debtor during the two-year period prior to the Petition Date.

Based on the results of this investigation, the Creditors' Committee may request that additional Causes of Action be deemed Trust Property and that the Plan Sponsor add such additional Causes of Action to this Exhibit G. The Plan Sponsor will consider any such requests of the Creditors' Committee, but is not obligated to add to the list of Trust Causes of Action. Additional Trust Causes of Action, if any, will be identified in an amendment to this Exhibit G which will be filed with the Bankruptcy Court prior to the Confirmation Hearing.

All Causes of Action (including Avoidance Actions but excluding Trust Causes of Action) shall be retained by the Reorganized Debtor under Section 5.6 of the Plan. **THEREFORE, ALL AVOIDANCE ACTIONS ARE RETAINED UNDER THE PLAN AND MAY BE PURSUED EITHER BY THE TRUST OR THE REORGANIZED DEBTOR, AS APPLICABLE.**

EXHIBIT H

GRADUATE MEDICAL EDUCATION AFFILIATION AGREEMENT MODIFICATION

THIS confirmation of assumption, as modified herein, of the Graduate Medical Education Affiliation Agreement made and entered into April 14, 2011 ("Agreement") is effective by and between **Oakland Physicians Medical Center, L.L.C. [previously] d/b/a Doctors' Hospital of Michigan ("OPMC")** and **Crittenton Hospital Medical Center ("CHMC")**.

Recitals

WHEREAS, OPMC and CHMC entered into a Graduate Medical Education Affiliation Agreement made and entered into April 14, 2011 ("Agreement") a copy of which is attached hereto and incorporated herein; and

WHEREAS, on July 22, 2015 OPMC filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code with the United States Bankruptcy Court for the Eastern District of Michigan, Southern Division, Case No. 15-51011-wsd (the "Bankruptcy Case"). Basil T. Simon is the duly appointed and acting chapter 11 trustee (the "Trustee") for the Debtor.

WHEREAS, on _____ a the Bankruptcy Court in the Bankruptcy Case issued an order (the "Order Date") confirming OPMC's plan of reorganization (the "Confirmed Plan").

WHEREAS, pursuant to the Confirmed Plan, the Agreement was assumed as modified by the terms set forth herein.

Based upon the foregoing and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties hereto, intending to be legally bound hereby, agree as follows:

Terms and Conditions

1. The recitals set forth above are incorporated in this Agreement as though fully set forth herein.
2. The Agreement is affirmed, ratified and restated in its entirety with the modifications set forth below.
3. Section 2 of the Agreement is modified to read as follows: "The term of this Agreement shall commence on July 1, 2011 and shall remain in effect through June 30, 2016." The remaining text in Section 2 of the Agreement is DELETED.
4. Section 3.2 of the Agreement is DELETED.
5. Section 4.2 of the Agreement is DELETED.

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October 26, 2015

- 6. Section 6 of the Agreement is DELETED.
- 7. Section 8 of the Agreement is DELETED.

This confirmation of assumption of the Agreement as modified is effective as of the Order Date.

CRITTENTON HOSPITAL

MEDICAL CENTER

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

The individuals executing this Agreement above are responsible representatives of the providers as recognized by the Medicare program.

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EXHIBIT I

TWO YEAR MEDICARE GME AFFILIATION AGREEMENT

OAKLAND PHYSICIANS MEDICAL CENTER, LLC
 AND
 CRITTENTON HOSPITAL MEDICAL CENTER
 TWO YEAR MEDICARE GME AFFILIATION AGREEMENT
 ACADEMIC YEARS
 JULY 1, 2016 THROUGH JUNE 30, 2017
 AND
 JULY 1, 2017 THROUGH JUNE 30, 2018
 PROJECTED COUNTS

During the academic years July 1, 2016 through June 30, 2017 (Year One) and July 1, 2017 through June 30, 2018 (Year Two), Oakland Physicians Medical Center, LLC, [previously] d/b/a Doctors Hospital of Michigan (Hospital), Pontiac, Michigan, and Crittenton Hospital Medical Center (CHMC), Rochester, Michigan agree to affiliate as a group for Medicare reimbursement purposes. The hospitals agree to aggregate their Direct Medical Education and Indirect Medical Education resident FTE caps for Medicare reimbursement purposes during the two year period of this agreement in accordance with regulatory criteria in 42 CFR § 413.79 and other applicable Medicare rules. These hospitals are located in the same urban Medical Service Area and have entered into a shared rotational arrangement for the years ending June 30, 2016 and June 30, 2017. Each hospital agrees to complete their projected resident FTE count to allow timely reporting of the Affiliated Group's residency programs, and the submission of a copy of this Agreement, to the Medicare fiscal intermediary or Medicare Administrative Contractor and Centers of Medicaid and Medicare Services (CMS) by June 30, 2016, and, if requested by CHMC, June 30, 2017 to cover both of the years addressed by this two year agreement.

YEAR ONE

GME 2016-2017

	Medicare Provider Number	DGME 1996 FTE Count	New Programs	422 Cap (reduction)	5503/5506 Cap Adjustment	DGME Affiliation Adj	DGME Adjusted Count
Hospital	23-0013	36.49	0.00	(2.31)	(3.74)	(12.00)	18.44
CHMC	23-0254	0.00	55.00	0.00	1.55	12.00	68.55
Total		36.49	55.00	(2.31)	(2.19)	0.00	86.99

IME 2016-2017

	Medicare Provider Number	IME 1996 FTE Count	New Programs	422 Cap (reduction)	5503/5506 Cap Adjustment	IME Affiliation Adj	IME Adjusted Count
Hospital	23-0013	34.36	0.00	(0.71)	0.00	(12.00)	21.65
CHMC	23-0254	0.00	55.00	0.00	0.33	12.00	67.33
Total		34.36	55.00	(0.71)	0.33	0.00	88.98

[Year two on following page]

YEAR TWO

GME 2017-2018

	Medicare Provider Number	DGME 1996 FTE Count	New Programs	422 Cap (reduction)	5503/5506 Cap Adjustment	DGME Affiliation Adj	DGME Adjusted Count
Hospital	23-0013	36.49	0.00	(2.31)	(3.74)	(6.00)	24.44
CHMC	23-0254	0.00	55.00	0.00	1.55	6.00	62.55
Total		36.49	55.00	(2.31)	(2.19)	0.00	86.99

IME 2017-2018

	Medicare Provider Number	IME 1996 FTE Count	New Programs	422 Cap (reduction)	5503/5506 Cap Adjustment	IME Affiliation Adj	IME Adjusted Count
Hospital	23-0013	34.36	0.00	(0.71)	0.00	(6.00)	27.65
CHMC	23-0254	0.00	55.00	0.00	0.33	6.00	61.33
Total		34.36	55.00	(0.71)	0.33	0.00	88.98

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the ____ day of _____, 2015, effective for two years as described above.

OAKLAND PHYSICIANS MEDICAL CENTER, LLC

 Its: _____ Print Name: _____

CRITTENTON HOSPITAL MEDICAL CENTER

 Its: President Print Name: _____

The individuals executing this Agreement above are responsible representatives of the hospitals as recognized by the Medicare program.