

Alliance ACO, LLC
--Amended and Restated Operating Agreement—

June 1, 2015
Revised October 29, 2015
Revised December 23, 2015
Revised May 2019
REVISED August 2020
REVISED January 2021
REVISED November 2022

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Alliance ACO, LLC
--Amended and Restated Operating Agreement--

This amended and restated Operating Agreement of Alliance ACO, LLC (the “Company”) is hereby adopted as the Operating Agreement (the “Agreement”) of the Company by the Company and by the Founding Members listed on the signature page attached hereto.

WHEREAS, the Managers previously entered into an Operating Agreement of the Company, dated June 1, 2015, as amended (the “*Original Agreement*”), and the Managers now desire to amend and restate such Original Agreement; and

WHEREAS, the Managers desire to amend the Original Agreement to reflect certain new definitions, to make certain clarifications to comply with applicable tax law, and for other purposes; and

NOW, THEREFORE, in consideration of the mutual agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owners and Participating Physicians agree as follows.

SECTION 1 – DEFINITIONS

“**Board**” means the Company’s Board of Managers, the governing body of the Company. The Board shall be composed of Permanent Members of the Board and Regular Members of the Board.

“**Clinical Integrated Network**” means a network of health care providers who: 1) are organized as a legal entity and are operating within the legal boundaries set by the Federal Trade Commission and the U.S. Department of Justice for such networks; and 2) cooperate and work together to coordinate the delivery of health care using proven protocols and measures that improve the quality of patient care and control its cost.

“**Group**” means one or more individual health care professionals licensed by the state of Texas organized as a Texas Professional Association (PA), a Texas Professional Limited Liability Company (PLLC); a Texas Limited Liability Company (LLC); or a Clinically Integrated Network.

“**Founding Owner**” means owners who formed the Company, who are identified in the Texas Secretary of State Certificate of Formation, and/or are listed in Exhibit A.

“**Owner**” means those who own Units in the Company.

“**Participating Physician**” means physicians, physician assistants, and nurse practitioners who are practicing members of the ACO. These may also be “Founding Owners” and “Owners” as defined above and can also include non-owner practitioners.

“**Pod**” means a geographical area with a concentration of providers. The number of providers and the pod boundaries are determined by the Board.

“**Super Majority**” means any vote of the Board constituting at least sixty-seven percent (67%) of the number of such Board Members who are qualified to vote.

SECTION 2 – NAME, PURPOSE AND OFFICE

- a) **Formation and Qualification.** The Founding Owners have formed a limited liability company under the Texas Organizations Code (the “TBOC”) by filing a Certificate of Formation with the Texas Secretary of State.
- b) **Governing Law.** This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Texas, including the TBOC as amended from time to time, without regard to Texas’ conflicts of laws principles. The rights and liabilities of the Owners shall be determined pursuant to the TBOC and this Agreement. To the extent that any provision of this Agreement is inconsistent with any provision of the TBOC, the TBOC shall control.
- c) **Term.** The term of the Company commenced on the “effective date” on the Certificate of Formation and shall be perpetual until dissolved pursuant to this Company Agreement or the provisions of the applicable law.
- d) **Name.** The name of the Company shall be Alliance ACO, LLC. The business of the Company may be conducted under that name or, in compliance with applicable laws, any other name that the Company’s Board deems appropriate or advisable.
- e) **Purpose.** The purpose of the Company is to engage in all lawful activities for which limited liability companies may be organized under the TBOC, including, but not limited to the following: 1) forming a clinically integrated network of health care providers, and 2) contracting with insurance companies and other health care payers to provide high-quality, cost-efficient health care to the public.
- f) **Office and Agent.** The registered office of the Company and the registered agent for service of process on the Company shall be that office and Person(s) named in the Certificate of Formation or such other office or such other Person(s) as the Manager may designate from time to time in the manner provided by the TBOC and applicable law.

SECTION 3 – OWNERS & PARTICIPATING PHYSICIANS

- a) **Participating Physicians.** The Board shall have the sole authority to admit new Participating Physicians and remove Participating Physicians of the Company. The Board shall have the sole authority to change the requirements and criteria of membership, and to create new classes of membership.
- b) **Rosters.** The Secretary (Section 5) shall keep a roster of all Participating Physicians and Owners, and the Units owned by each. The roster shall be updated upon admission of each new Participating Physician or Owner.

c) **Classes of Ownership.**

- 1) Founding Owners. A Founding Owner is an individual who: 1) is identified in the Certificate of Formation, and/or 2) is identified in Exhibit A of this Agreement as a Founding Owner.
- 2) Owners. An Owner is an individual who has invested financially in the Company. Examples of Owners include, but are not limited to, doctors of medicine, doctors of osteopathy, nurse practitioners, physician assistants and persons who are non-healthcare providers.

d) **Participating Physicians**

- 1) Includes all practitioners who are practicing members of the ACO. This group could include Founding Owners, Owners and member practitioners who have not bought Units of the Company.
 - a) Participating Physicians, who are not owners, have no voting rights.
 - b) Participating Physicians, who are not owners, will not receive owner distributions pursuant to Section 7c.
- 2) Criteria for a participating physician are as follows:
 - a) Execute an individual ACO Participation Agreement with the Company or be a member of a Group that has executed an ACO Participation Agreement on behalf of the entire group; and
 - b) Be an individual health care professional licensed by the state of Texas or a Group as defined in Section 1 of this Agreement; and
 - c) Be in the active practice of providing health care services.

e) **Owner Voting Rights**

- 1) Voting Procedures. The Board has the sole authority to establish voting procedures for Owners.
- 2) Voting Owners. Only Founding Owners and Owners have a right to vote and collectively are the "Owners" of the Company.

Each Owner shall have one vote for each 1,000 Units owned.

- a) Owners, who are Groups, shall have one vote for each 1,000 Units owned by the Group.

- f) **Owner Authority.** Except as otherwise permitted by this Agreement, no Owner acting individually, in his or her capacity as an Owner of the Company, shall have any power or authority to sign for, bind, or act on behalf of the Company in any way; to pledge the Company's credit; or to render the Company liable for any purpose.
- g) **Ownership Termination.**
- 1) Voluntary Termination. An Owner may voluntarily terminate membership at any time and for any reason by providing thirty-days (30 days) written notice to the Company.
 - 2) Involuntary Termination. The Board has the sole authority to involuntarily terminate an Owner, regardless of membership classification, if he or she disrupts the affairs of the Company, acts adversely to the best interests of the Company, or has been deemed to be unsuitable to remain an Owner for any reason as determined in the sole discretion of the Board.
 - 3) Disposition of a Terminating Owner's Units.
 - a) A terminating Owner must dispose of his Units of the Company by selling the Units back to the Company in accordance with Section 6 of this Agreement.
 - b) A terminating Founding Owner may retain his or her Founder Units indefinitely. Additional Units of the Company which have been purchased by a Founding Owner must be sold back to the Company in accordance with Section 6 of this Agreement.
- h) **Liability of Owners.** No Owner shall be personally liable for any debt, obligation, or liability of the Company, including any of the foregoing issued under a judgement decree or order of a court, and whether arising in tort, contract, or otherwise solely by virtue of being an Owner.
- i) **Annual Meeting.** The LLC shall hold an Annual Meeting of Owners on a date determined by the Board of Managers.

SECTION 4 – BOARD OF MANAGERS

- a) **Governance.** The Board of Managers (the "Board") is the governing Body of the Company.
- b) **Management.** The Board shall be the managers of the Company, notwithstanding the Board may delegate management of daily operations to a Management committee.
- c) **Operating Agreement.** The Board shall propose to the owners any modifications, amendments or cancellation of this Operating Agreement of the Company.
- d) **Board Members.** The Board shall have sole authority to create or modify processes to: 1) add members of the Board; 2) determine terms of office; 3) set criteria for nominations to the

Board; and 4) determine how members of the Board can be removed prior to completion of their term of office.

1) Permanent Members of the Board. The Founding Owners of the Company shall serve as Permanent Members of the Board.

- i. Permanent Members of the Board shall serve until their resignation or removal by a Super Majority vote of the Board.
- ii. Via a Majority vote, Permanent Members of the Board have the sole authority to add or designate Permanent Members of the Board.

2) Regular Members of the Board. In addition to Permanent Members of the Board, the Company shall have Regular Members of the Board. Notwithstanding the Board's authority to modify procedures as indicated above, the following criteria shall be used to elect Regular Members of the Board.

- i. The number of Regular Members of the Board shall be determined by the Board of Managers.
- ii. The Board must consist of a minimum of 75% physician owners. The Board may consist of up to 25% of non-physician or non-owners.
- iii. Regular Members of the Board are elected by Owners of the Company.
- iv. Any Owner has the right to nominate himself/herself or another Owner to run for a vacant Regular Member of the Board position.
- v. Regular Members of the Board shall serve three-year terms with no term limits.
- vi. In the event a Regular Member of the Board retires or is involuntarily removed from the Board, the remaining Board Members may call for an election by the Owners to fill the vacancy until the end of that position's term of office.

3) The Board will include at least one Medicare beneficiary per CMS rules.

e) Removal of a Board Member

1) Voluntary Termination of a Board Member. Permanent and Regular Members of the Board may voluntarily resign from the Board at any time by providing written notice to the Board.

2) Involuntary Termination of a Member of the Board. Permanent and Regular Members of the Board may be removed from the Board if the Member of the Board disrupts the affairs of the Company, acts adversely to the best interests of the Company or has been deemed to be unsuitable to remain a member of the Board for any reason as determined by the Board.

- i. Permanent Members of the Board may be removed from the Board by a Super Majority vote of the Permanent Members of the Board.
 - ii. Regular Members of the Board may be removed from the Board before the expiration of their respective terms of office by Majority vote of the Board.
- f) **Board Meetings.** Meetings of the Board shall be quarterly or more often as needed to conduct the business of the Company and shall be open to all participating physicians (as defined in Sec: 1). The Board reserves the right, however, to conduct business of a sensitive nature in a closed executive session.
- 1) Quorum. A quorum is defined as 51% of the membership of the Board. A quorum must be present for the Board to conduct business.
 - 2) Voting. Each Member of the Board, whether a Permanent, Regular, or Non-Health Care Provider Member of the Board shall have one vote for issues brought before the Board for a vote.
 - i. In the absence of a quorum, any business transacted (except for procedural actions) is null and void.
 - ii. A member of the Board who cannot attend the meeting may cast his or her vote by proxy.
 - iii. In the case of a tie vote, the presiding Chair of the Board meeting shall cast the tie-breaking vote.
- g) **Board Committees.** The Board shall have the sole discretion and authority to appoint standing committees and special committees as it deems necessary.

SECTION 5 – OFFICERS OF THE COMPANY

- a) **Company Officers.** Officers are members of the Board and are elected by the Board. The Company shall have the following officers: President; Vice President; Secretary; and Treasurer.
- 1) Terms. All Officers serve one-year terms and there shall be no term limits.
 - 2) Vacancies. Officer vacancies shall be filled by the Board.
- b) **Officer Duties.**

- 1) The President. The President shall serve as chair for Company Board meetings, set meeting dates, prepare agendas for each Board meeting, and perform other such duties applicable to the office as contained in this Agreement.
- 2) The Vice President. The Vice President shall serve as chair for Board meetings in the absence of a President and perform other duties applicable to the office as contained in this Agreement.
- 3) The Secretary. The Secretary shall:
 - i. Declare a quorum for Board Meetings; and
 - ii. Record the minutes and attendance rosters for Board meetings; and
 - iii. Maintain copies of all records, agendas, minutes, reports, and resolutions for official Company records; and
 - iv. Keep a roster of the Owners of the Company and the number of Units each Owner owns and percentage of Units owned; and
 - v. Perform other such duties applicable to the office as contained in this Agreement; and
 - vi. The Office of Secretary may be fulfilled by the Treasurer concurrently.
- 4) The Treasurer. The Treasurer shall perform general financial oversight and ensure compliance with relevant legislation and present regular reports at Board meetings on the Company's financial position. The Office of Treasurer may be fulfilled by the Secretary concurrently.

SECTION 6 –OWNERSHIP INTERESTS

- a) **Units**. Units shall be used to measure ownership interest in the Company. The Board has the sole authority to create, issue, sell and buy back Units as well as to value each Unit at their sole discretion.
- b) **Initial Units**. The Company shall authorize the sale of Units at the discretion of the Board:
 - 1) Units. Units may be purchased at a minimum of 1,000 Units per sale .
 - 2) Founding Owner Units. Nine Thousand Units (9,000) are divided equally among the Founding Owners. Founding Owners may retain their Founders Units indefinitely (Section 3F.iii).
- c) **Capital Accounts**.

- 1) A record of Owners contributions to the Company the amounts, in the form of cash, property, services or other obligation (as such amounts may be amended herein from time to time, the (“Capital Contributions”), will be kept. Except as set forth in Section 12.b), no Member is required to make additional Capital Contributions to the Company.
- 2) The Company shall establish and maintain for each Owner a separate capital account (a “Capital Account”) on its books and records in accordance with the provisions of Section 704(b) of the Code and Treasury Regulations Section 1.704-1(b)(iv).

Each Capital Account shall be (1) credited by such Owner’s Capital Contributions to the Company and any profits allocated to such Member in accordance with Section 4.01 and (2) debited by any distributions to such Owner pursuant to Section 5.01(a) and any losses allocated to such Owner in accordance with Section 4.01.

For purposes of maintaining the Owner’s Capital Accounts, profits and losses shall be determined in accordance with Treasury Regulation Section 1.704-1(b). The Capital Accounts shall be adjusted by the Managers upon the occurrence of an event described in Treasury Regulations Section 1.704-1(b)(2)(iv)(f)(5) in the manner described in Treasury Regulations Section 1.704-1(b)(2)(iv)(f)(5) and (g) if the Manager determines that such adjustments are necessary or appropriate to reflect the relative economic interests of the Owners. In the event of a transfer of any Ownership Interest in accordance with the terms of this Agreement, the Transferee shall succeed to the Capital Account of the Transferor to the extent it relates to the transferred Ownership Interest.

- 3) No Owner shall be entitled to withdraw any part of its Capital Account or to receive any distribution from the Company, except as otherwise provided in this Agreement.
- 4) If any Owner shall have a deficit balance in its Capital Account, such Owner shall have no obligation, during the term of the Company or upon dissolution or liquidation thereof, to restore such negative balance or make any Capital Contributions to the Company by reason thereof, except as may be required by applicable law or in respect of any negative balance resulting from a withdrawal of capital or dissolution in contravention of this Agreement.

d) **Ownership.** Ownership in the Company shall be expressed as a percentage and shall be referred to as Ownership Interest. It shall be calculated by dividing the number of Units the Owner purchased or earned (the numerator) by the total number of Units outstanding owned by all Owners of the Company (the denominator), and then multiplying this fraction by one hundred (100). *Example: Owner John Doe owns 1,000 Units and the total of all Units owned by all Owners is 50,000. John Doe’s Ownership Percentage is 2 percent.*

Commented [GV1]:

- e) **Company Buy Back of Units.** The Board must approve any buy back of an Owner’s Units.
 - 1) **Purchased Units.** The repurchase or buy-back price of an Owner’s purchased Units shall be determined by the Board of Managers at its sole discretion.

- 2) Other Units. The buy-back price for Earned Units or Founders Unit shall be determined by the Board of Manager's at its sole discretion.
- 3) Buy-Back Cap. The Company will not be obligated to pay more than ten percent (10%) of the Company's earnings before interest, depreciation, and amortization (EBITDA) in any quarter for the repurchase or buy back of Units.

SECTION 7 – ACCOUNTING AND TAX MATTERS

- a) **Inspection Rights**. As permitted by the TBOC, and upon reasonable notice from an Owner, the Company shall afford the Owner access during normal business hours to the corporate, financial and similar records, reports, and documents of the Company, and shall permit the Owner to examine such documents and make copies thereof.
- b) **Income Tax Status**. It is the intent of this Company and its Owners that this Company shall be treated as a partnership for U.S., federal, state, and local income tax purposes. Neither the Manager nor any Owner shall make an election for the Company to be classified as other than a partnership pursuant to Treasury Regulations Section 301.770103.
- c) **Partnership Representative**. The Board will appoint the Company Treasurer as the “partnership representative” as provided in Section 6223(a) of the Code. The Partnership Representative can be removed at any time by a vote of a majority of the other Owners and shall resign if it is no longer an Owner. In the event of the resignation or removal of the Partnership Representative, the Board shall select a replacement Partnership Representative. If the resignation or removal of the Partnership Representative occurs prior to the effectiveness of the resignation or removal under applicable treasury regulations or other administrative guidance, the resignation or removal shall be effective upon the earliest date provided for in such treasury regulations or administrative guidance.
- d) **Tax Examinations and Audits**. The Partnership Representative is authorized and required to represent the Company (at the Company's expense) in connection with all examinations of the Company's affairs by any federal, state, local, or foreign taxing authority, including resulting administrative and judicial proceedings, and to expend Company funds for professional services and costs associated therewith. The Partnership Representative shall have sole authority to act on behalf of the Company in any such examinations and any resulting administrative and judicial proceedings, and shall have sole discretion, after due consultation with the Board, to determine whether the Company (either on its own behalf or on behalf of the Owners) will contest any tax deficiencies assessed or proposed to be assessed by any taxing authority.
- e) **BBA Elections**. To the extent permitted by applicable law and regulations, the Company will annually elect out of the partnership audit procedures enacted under Section 1101 of the BBA (the “BBA Procedures”) for all tax years beginning on or after January 1, 2018. For any year in which applicable law and regulations do not permit the Company to elect out of the BBA

Procedures, the Partnership Representative, in its sole discretion, shall have the right to make any and all elections and to take any actions that are available to be made or taken by the Partnership Representative or the Company under the BBA Procedures (including an election under Section 6226 of the Code), and the Members shall take such actions requested by the Partnership Representative. To the extent that the Partnership Representative does not make an election under Section 6221(b) or Section 6226 of the Code, (1) the Company shall use commercially reasonable efforts to make any modifications available under Section 6225(c)(3), (4), and (5) of the Code, and (2) the Owners shall take such actions as requested by the Partnership Representative, including filing amended returns and paying any tax due under Section 6225(c)(2)(A) of the Code, or paying any tax due and providing applicable information to the Internal Revenue Service under Section 6225(c)(2)(B) of the Code.

f) **Income Tax Elections.** Except as otherwise provided herein, the Partnership Representative shall have sole discretion to make any determination regarding income tax elections they deem advisable on behalf of the Company; provide, that the Partnership Representative will make an election under Section 754 of the Code, if requested in writing by any Owner.

g) **Taxes.**

- 1) At the expense of the Company, the Managers will cause the preparation and timely filing (including extensions) of all tax returns required to be filed by the Company pursuant to the Code as well as all other required tax returns in each jurisdiction in which the Company owns property or does business. As soon as reasonably possible after the end of each Fiscal Year, the Manager will deliver to each Participating Physician, Company information necessary for the preparation of such Owners and Participating Physician's federal, state, and local income tax returns for such Fiscal Year.
- 2) Each Owner and Participating Physician agrees that he/she shall not treat any Company item on his/her federal, state, foreign, or other income tax return inconsistently with the treatment of the items on the Company's return.

SECTION 8 – ALLOCATION OF PROFITS, LOSSES AND DISTRIBUTIONS

- a) The Company may first allocate profit to each Owner for each fiscal year in an amount equal to the total amount distributed to such Owner pursuant to section 9e with respect to such fiscal year. All other profits and losses of the Company for each fiscal year will be allocated among the Owner pro rata in accordance with their Ownership Interests.
- b) Notwithstanding any other provision of this Agreement, (i) “partner nonrecourse deductions” (as defined in Treasury Regulations Section 1.704-2(i)), if any, of the Company shall be allocated for each Fiscal Year to the Owner that bears the economic risk of loss within the meaning of Treasury Regulations Section 1.704-2(i) and “nonrecourse deductions” (as defined in Treasury Regulations Section 1.704-2(b)) and “excess nonrecourse liabilities” (as defined in Treasury Regulations Section 1.752-3(a)), if any, shall be allocated to and among the Owners in accordance with their Interests.

- c) This Agreement shall be deemed to include “qualified income offset,” “minimum gain chargeback,” and “partner nonrecourse debt minimum gain chargeback” provisions within the meaning of Treasury Regulations under Section 704(b) of the Code.
- d) All items of income, gain, loss, deduction, and credit of the Company shall be allocated among the Owners for federal, state, and local income tax purposes consistent with the manner that the corresponding items are allocated among the Participating Physicians pursuant to this section, except as may otherwise be provided herein or under the Code.

SECTION 9 – USES OF SHARED SAVINGS AND OTHER REVENUE

- a) Shared Savings and other revenue shall be used to fund operating expenses, pay contractual obligations, pay participating physicians incentive bonuses and make distributions to Owners.
- b) Notwithstanding any provision to the contrary contained in this agreement, the Company shall not make any distribution to Owners if such distribution would violate Section 101.206 of the TBOC or other Applicable Law.
- c) Payments to Participating Physicians and distribution to Owners can be made only when the Company is profitable and the Company has settled its contractual obligations.
- d) On or before December 15 of each year the Board of Managers shall take the following actions with regard to the uses of Shared Savings and other revenues net of operating expenses:
 - 1) Approve the budget for the following year and set aside reserves, if necessary, for operations.
 - 2) Determine escrow reserves, if necessary or desired, for down-side risk as required by the MSSP.
 - 3) Determine and approve incentive payments, if any, to Participating Physicians.
 - 4) Determine an estimated distribution of any portion of K1 taxable income to owners with special consideration for the owners' tax liability (as stipulated in Sec. 9 e)). Actual distribution of K-1 taxable income requires approval of the Board and will be made prior to March 31 of each year.
- e) Notwithstanding any other provisions of Section 9, the Company shall make a distribution of cash to each Owner within three (3) months of the end of each fiscal year, regardless of their tax status, in the amount that equals the product of:
 - 1) The highest income tax rate for U.S. federal, state and local taxes that to an individual residing in Texas.
 - 2) The excess, if any, of (A) the aggregate net taxable income allocated to such Owner for such year over (B) the aggregate net taxable loss previously allocated to such Owner

in all prior Fiscal Years (to the extent not previously applied for purposes of this Section).

In making such determination, the Company shall assume that the taxable income or loss allocated to each owner pursuant to this Agreement is such Owner's only source of taxable income or loss. If the Company lacks sufficient cash to make this distribution, then the Company shall not be required to borrow money for such purposes. No distributions shall be made under this Section 9 e) if such distribution would likely cause the Company to be or remain in default under any agreements with any lenders or other creditors, or with respect to the Fiscal Year in which the Company dissolves or is liquidated.

f) Owners and participating physicians will qualify for Shared Savings payments by meeting the following terms:

1. To qualify for payments of Shared Savings and other revenue, Owners must have owned units in Alliance, LLC for the full performance year in which the Shared Savings and other revenue was earned. Owners must have owned or purchased units in Alliance, LLC on or before the 15th of February of the performance year to qualify as a "full performance year" owner.

2. To qualify for payments of Shared Savings and other revenue, Participating Physicians must have attribution in Alliance, LLC for the full performance year in which the Shared Savings and other revenue was earned. Physicians will commit to participating in and having attribution in Alliance ACO by the deadline date (set by CMS) in the year prior to the performance year,

SECTION 10 – COMPANY DISSOLUTION AND TRANSACTION APPROVALS

a) **Dissolution.** The Company shall be dissolved, its assets shall be disposed of, and its affairs would up on the first to occur of:

- 1) the entry of a decree of judicial dissolution pursuant to pertinent state statutes; or
- 2) a Super Majority vote of the Board

After discharging all liabilities of the Company, including liabilities to Owners who are creditors, to the extent otherwise permitted by law, other than liabilities to Owners for distributions, and establishing such reserves as may be reasonably necessary to provide for contingent or liabilities of the Company, the Board shall distribute the remaining assets of the Company to the Owners in accordance with their positive Capital Account balances (as determined after taking into account all Capital Account adjustments for the Company's taxable year during which the liquidation occurs). Any such distributions to the Owners in respect of their Capital Accounts shall be made in accordance with the time requirements set forth in Section 1.704-1(b)(2)(ii)(b)(2) of the Treasury Regulations.

b) **Transaction Approvals.** Unless otherwise addressed in this Agreement, consent, or approval of a majority vote of the Board is required for fundamental business transactions of the Company.

1) A Super Majority vote of the Board is required for the following extraordinary matters:

- i. The merger, interest exchange, conversion, or sale of substantially all the LLC's assets; or
- ii. An act that would make it impossible to carry on the LLC's ordinary business; or
- iii. Release or settlement of an owner's obligation to contribute or otherwise pay or transfer property to the LLC, or to return cash or property to the LLC paid or distributed to the owner in violation of the BOC or the company agreement.

SECTION 11 – INDEMNIFICATION

a) **Indemnification.** The Company shall indemnify every member of the Board who is threatened to be named a defendant or respondent in a proceeding because such Member of the Board is or was serving as a Member of the Board in accordance with the following:

1) The Member of the Board:

- i. Acted in good faith; and
 - ii. Reasonably believed that the Member of the Board's conduct, in his or her official capacity, was in the Company's best interests; and in the case of any criminal proceeding, had no reasonable cause to believe that the Member of the Board conduct was unlawful; and
1. With respect to expense, the amount of expenses other than a judgement is reasonable; and
 2. Any indemnification shall be made by the Company only upon a determination that indemnification of the Board Member is proper because the Member of the Board has met the applicable standard of conduct. Such determination shall be made by a majority vote of the Board.

SECTION 12 – MISCELLANEOUS


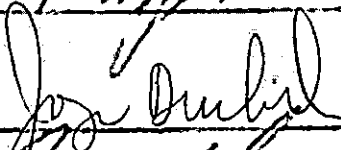
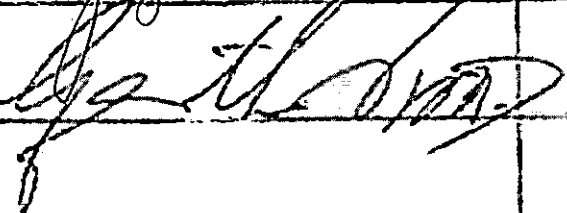
a) **Articles of Formation.** A majority vote of Permanent Members of the Board is required to amend the Company's Certificate of Formation.

- b) **Cash Calls.** The Board may issue cash calls, otherwise referred to as additional capital contributions from the Owners.
 - 1) Owners are not required to make additional capital contributions, but if a Owner declines to make such contribution, then his or her percent ownership interest will be adjusted in proportion to the total amount of cash collected in the cash call and the number of outstanding Units.
- c) **Conflicts of Interest.** The Board shall develop a Conflict of Interest policy statement for each Board Member to review, update and sign annually.
- d) **Severability.** If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of the Agreement and the application of such provisions to other persons or circumstances shall not be affected, and the intent of this Agreement shall be enforced to the greatest extent permitted by law.
- e) **Operating Agreement Amendments.** The Owners have the sole authority to amend, modify or rescind the Operating Agreement.

SIGNATURE PAGE FOLLOWS

EXHIBIT A

IN WITNESS WHEREOF, the Founding Owners of the Company have executed this Amended and Restated Operating Agreement, effective 11/1/2022

Printed Name	Signature	Date
Marshall Bishop, MD		1/5/2023
Jorge Duchicela, MD		1/6/2023
Garth Vaz, MD		29 2022