

FINAL

**BYLAWS
OF
HENRY FORD HEALTH SYSTEM-MICHIGAN STATE UNIVERSITY HEALTH
SCIENCES**

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ARTICLE I
CORPORATION

1.1 Corporate Name. The name of the corporation is Henry Ford Health System-Michigan State University Health Sciences, a Michigan nonprofit corporation (the “*Corporation*”).

1.2 Membership. The Corporation is a nonprofit corporation organized under the laws of the State of Michigan on a non-stock membership basis, with Henry Ford Health System, a Michigan nonprofit corporation (“*HFHS*”) and Board of Trustees of Michigan State University, a constitutional body corporate of the State of Michigan (“*MSU*”), serving as the Members of the Corporation.

1.3 Registered Office and Agent. The Corporation will have and continuously maintain in the State of Michigan a registered office and a registered agent whose office is identical with such registered office as reflected in the Corporation’s Articles of Incorporation. The Corporation may have other offices within and without the State of Michigan as the Board of Directors may from time to time authorize.

1.4 Principal Place of Business. The principal place of business of the Corporation shall be located at One Ford Place, Detroit, Michigan. The Board may at any time change the location of the Corporation’s principal place of business and establish additional offices within or outside the State of Michigan in its discretion.

ARTICLE II
PURPOSES AND POWERS

2.1 Purposes and Goals. The purpose of the Corporation, and the broader Health Sciences Center (the “*HSC*”) and accompanying joint activities of the parties as further described in the Master Affiliation Agreement to which the Members and the Corporation are each parties (the “*Master Affiliation Agreement*”) is to facilitate excellence and innovation in health care delivery, research and education, with a positive impact on population and community health that could not be achieved by either of the Members individually. The HSC is intended to lead to elevated regional and national academic, research, and clinical reputation of the Members, sufficient to recruit the most talented physicians, scientists, faculty, health professionals, students, trainees, and administrative executives. The Corporation shall serve as the governance vehicle for many of the joint activities of the Members in connection with the HSC, which activities will include, but are not limited to, seeking to achieve the following goals:

(a) Improve health outcomes locally, regionally, and nationally, and correspondingly further advance Michigan's role as a health care destination for national/international patients and healthcare talent;

(b) Establish nationally prominent Research Programs (as further described in the Master Affiliation Agreement) that will, among other things, advance discovery in the treatment of disease;

(c) Establish a regionally and nationally prominent Cancer Center (as further described in the Master Affiliation Agreement) that will, among other things, develop new discoveries in cancer care and implement cutting edge treatments;

(d) Train a diverse future physician, nursing and other professional workforce to meet Michigan's 21st Century healthcare needs;

(e) Develop innovative health improvement models involving multiple disciplines, including health sciences, basic sciences, animal sciences, engineering, computer science and business;

(f) Address health equity and disparities with a special focus on urban and rural populations through these innovative models, as well as through community engagement and research, and improve public health for diverse populations;

(g) Address and advance the goals of diversity, equity and inclusion ("*DEI*") through all HSC-related activities, including population health, research, education, cancer and clinical care, by adhering to the Core DEI Principle and fulfilling the DEI Commitments (each as defined in the Master Affiliation Agreement);

(h) Through clinical integration activities among the respective faculty/physicians of the Members, expand the scope of services, improve access, enhance quality and efficiency, and provide more seamless patient care across specialties and geographies;

(i) Collaborate regarding possible additional joint opportunities to further their respective missions and promote health innovation;

(j) Provide a clinical and health plan/risk environment to test and iterate novel therapies/programs to improve patient care and community outcomes;

(k) Recruit and train premier clinical/academic faculty to shape world class clinical, research, training and community impact programs; and

(l) Innovate care transformation and public health science by engaging multiple disciplines, including health sciences, basic sciences, animal sciences, engineering, computer science and business, in the incubator of a premier care and coverage setting.

2.2 Operations Generally. The Members intend to achieve the goals enumerated in Section 2.1 by forming an enduring relationship dedicated to achieving the highest levels of excellence in leading edge research and innovation, cancer and other areas of clinical

care, community health improvement and training of tomorrow's health care workforce, including through the activities and programs of the Corporation. Without limiting the foregoing and notwithstanding any other provision of these Bylaws (and at all times consistent with the Corporation's Articles of Incorporation):

(a) The Corporation is organized and operated exclusively for charitable and educational tax-exempt purposes under Section 501(c)(3) of the Internal Revenue Code of 1986 (the "*Code*"), and the Corporation may not carry on activities that are not permitted to be carried on by an organization described in Section 501(c)(3) of the Code; and, subject to the foregoing, the Corporation shall be operated exclusively for the sole purpose of supporting and furthering the educational, scientific and charitable purposes of its Members, MSU and HFHS, and supported organizations, including but not limited to developing the HSC.

(b) No Board member or Officer of the Corporation or other private person shall have any title to or interest in the Corporation's property or earnings in his or her individual or private capacity, and no part of the net earnings of the Corporation shall inure to the benefit of any Board member, Officer or private person. No part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not directly or indirectly participate or intervene in (including the publication or distribution of statements) any political campaign on behalf of (or in opposition to) any candidate for public office.

(c) All Members must be organizations that are exempt from federal taxation either as a government instrumentality or as an entity that is operated exclusively for charitable and educational purposes within the meaning of Section 501(c)(3) of the Code. No Member's interest in the Corporation as a Member (its "*Membership Interest*") may be transferred, directly or indirectly, to any persons or entities that are not (i) recognized as Section 501(c)(3) organizations under the Code, (ii) governments or governmental units, or (iii) wholly-owned instrumentalities of a governmental unit or political subdivision thereof (each, hereinafter, a "*501(c)(3)-Qualified Entity*" and, collectively, "*501(c)(3)-Qualified Entities*"), and under no circumstances may the Corporation have any Members who are private shareholders or individuals.

(d) In the event any Member ceases to be a 501(c)(3)-Qualified Entity (a "*Disqualified Member*"), the Disqualified Member's Membership Interest shall be deemed to be offered for sale to the Corporation and the Corporation shall purchase such Membership Interest upon the terms and conditions contained in Section 3.1(c) of these Bylaws, and any subsequent transfer of the Membership Interest shall be limited to 501(c)(3)-Qualified Entities.

(e) In no event (i) may any disposition of a Disqualified Member's Membership Interest involve any distribution of the Corporation's assets to such Disqualified Member unless such Disqualified Member pays the Corporation full Fair Market Value in exchange therefor, and (ii) shall any Disqualified Member continue to hold any remaining rights in the Corporation it previously held as a Member beyond a reasonable time (not to exceed thirty (30) days) from such time as it is definitively determined that such entity or organization previously considered a Member has become a Disqualified Member by reason of no longer being a 501(c)(3)-Qualified Entity. As used in these Bylaws, "*Fair Market Value*" shall mean the value

of tangible property, other than cash and cash equivalents, and intangible property such as intellectual property, which value shall be determined by the mutual agreement of MSU and HFHS, except that if MSU and HFHS cannot agree, the Fair Market Value of such property shall be determined by an independent third party appraiser selected by the Board.

(f) The Corporation and/or any assets of the Corporation may only be availed of or transferred (whether directly or indirectly) for Fair Market Value received by the Corporation in exchange therefor, unless such transfer is to one or more 501(c)(3)-Qualified Entities.

(g) Without the prior written consent of all of the Members, the Corporation shall not, and the Members shall not permit the Corporation to, enter into or participate in a transaction or arrangement involving or resulting in the Corporation's liquidation, merger, acquisition, consolidation, dissolution or bankruptcy. The Corporation shall not merge with, or convert into, an entity that is not tax-exempt under Section 501(c)(3) of the Code.

(h) At no time may the Corporation distribute any of its assets to persons that are not 501(c)(3)-Qualified Entities (including to any Members who are no longer eligible to remain Members of the Corporation).

(i) Upon the dissolution of the Corporation or the winding up of its affairs, the assets of the Corporation shall be applied first to the payment of all liabilities and obligations of the Corporation and the remainder shall be distributed to each of its Members in accordance with Section 9.3 of these Bylaws and Section 14.7 of the Master Affiliation Agreement, provided that each Member then qualifies as either (i) an organization (A) that is tax-exempt within the meaning of Section 501(c)(3) of the Code, and (B) not then classified as a private foundation pursuant to section 509(a) of the Code, or (ii) an entity (A) that is a government or governmental unit, or (B) a wholly-owned instrumentality of a governmental unit or political subdivision thereof. In the event that any Member does not satisfy the foregoing criteria, its Membership Interest shall be deemed to be null and void for asset distribution purposes and the remaining assets of the Corporation shall be distributed exclusively to the Members that do satisfy such criteria, pro rata in proportion to their Membership Interests, or, if no Members satisfy the foregoing criteria, the remaining assets of the Corporation shall be distributed as directed by the Board (or similar governing body of the Corporation) exclusively to one or more organizations that then qualify under subsections (i) or (ii) of this Section 2.2(i).

2.3 Powers. To the extent permitted by law and applicable licensing and accreditation bodies, the Corporation will be responsible for decision-making for Member approved and/or funded HSC activities in furtherance of the purposes set forth in Section 2.1 and as further described in the Master Affiliation Agreement. Without limiting the forgoing, and where appropriate as further described in the Master Affiliation Agreement, the Corporation shall engage in the following specific activities on behalf of the HSC:

(a) Developing and adopting a strategic plan for the HSC, which shall be accompanied by multi-year financial, capital and operating plans and budgets, multi-year recruitment and hiring plans, and specific implementation milestones with accountability mechanisms designed to ensure sufficient and timely progress;

- (b) Developing and adopting annual operating and capital budgets;
- (c) Oversight over the development and operation of the Research Programs;
- (d) Oversight over the development, construction and operation of the Research Building (as defined in the Master Affiliation Agreement);
- (e) Managing decision-making processes for HSC research activities;
- (f) Oversight over HSC branding and marketing;
- (g) Oversight over HSC joint philanthropy;
- (h) Oversight over certain activities relating to obtaining National Cancer Institute designation for the Cancer Center;
- (i) Provide input on future curriculum development and evolution for the MSU Health Professional Colleges (as defined in the Master Affiliation Agreement);
- (j) Leasing space for certain HSC activities from third parties;
- (k) Contracting with strategic vendors and parties;
- (l) Acquiring assets;
- (m) Employing certain personnel;
- (n) Coordinating with MSU and HFHS with regard to the implementation of all HSC initiatives that involve clinical, educational and research activities; and
- (o) Engaging in such other activities in support of the Members and/or the HSC as the Members unanimously deem appropriate from time to time.

2.4 Limitations. Notwithstanding the provisions of Section 2.3, and for avoidance of doubt, the Corporation shall have no power or authority over (a) matters that, pursuant to Applicable Law (as defined below) and/or accreditation body rules, must be governed, overseen and/or controlled solely by HFHS, Henry Ford Medical Group (“*HFMG*”) or their respective Affiliates (as defined below), on one hand, or solely by MSU or its Affiliates, on the other; or (b) matters that are reserved to the authority of either or both Members pursuant to the provisions of the Master Affiliation Agreement or Section 3.2(b) of these Bylaws.

(a) Without limiting the forgoing, and except as otherwise expressly provided in the Master Affiliation Agreement: (i) clinical decisions that are customarily, or pursuant to applicable legal or accreditation requirements must be, made by hospitals, or their respective medical staffs, shall continue to reside with HFHS and its hospital Affiliates; (ii) clinical decisions that are customarily, or pursuant to applicable legal or accreditation requirements must be, made by the owner/operator of other (i.e., non-hospital) clinical enterprises shall be made by

the Member that owns and operates that clinical enterprise; (iii) decisions relating to undergraduate medical education, nursing education, and other health sciences educational enterprises and implementation of related educational initiatives that are customarily, or pursuant to applicable legal or accreditation requirements must be, made by accredited educational institutions, shall continue to reside with MSU; (iv) decisions related to the HFHS graduate medical educational enterprise and implementation shall continue to reside with HFHS; and (v) decisions related to the MSU graduate medical educational enterprise and implementation of related educational initiatives shall continue to reside with MSU. MSU will remain solely under the ultimate authority of its Board of Trustees, and HFHS will remain solely under the authority of its Board of Directors. Moreover, all Corporation decision-making rights related to joint activities that require funding are, to the extent necessary, contingent on the approval of budgets for such activities (and corresponding funding) as provided herein and in the Master Affiliation Agreement.

(b) “*Affiliate*” means, when used with reference to a specified Person, any other Person that, directly or indirectly, controls, is controlled by, or is under common control with the specified Person. For this purpose, “*control*” means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ownership of voting securities, by contract or otherwise. Notwithstanding the foregoing, as used in these Bylaws and the Master Affiliation Agreement, “*Affiliates*” of HFHS and HMFG are deemed not to include MSU or the Corporation, and “*Affiliates*” of MSU are deemed not to include HFHS, HFMG or the Corporation. As used herein, “*Person*” shall mean any individual, general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative or association or other legal entity or organization.

(c) “*Applicable Law*” or “*Law*” means all applicable provisions of (i) constitutions, treaties, statutes, laws (including the common law), rules, regulations, decrees, ordinances, codes, proclamations, declarations or orders of any Governmental Authority; (ii) any consents or approvals of any Governmental Authority; and (iii) any orders, decisions, advisory or interpretative opinions, injunctions, judgments, awards, decrees of, or agreements with, any Governmental Authority. “*Governmental Authority*” means any United States or foreign governmental authority, including but not limited to any national, federal, territorial, state, commonwealth, province, territory, county, municipal, district, local governmental jurisdiction of any nature or any other governmental, self-regulatory or quasi-governmental authority of any nature (including any governmental department, division, agency, bureau, office, branch, court, commission, tribunal, or other governmental instrumentality) or any political or other subdivision or part of any of the foregoing, or any arbitrator or arbitral body (whether governmental or private); provided, that neither MSU nor any of its respective Affiliates shall be deemed to be a Governmental Authority for purposes of these Bylaws and the Master Affiliation Agreement.

ARTICLE III MEMBERS

3.1 General.

(a) Corporation Records Relating to Members. HFHS and MSU each individually hold fifty percent (50%) of the Board appointment and voting rights (i.e., a fifty percent (50%) Membership Interest) in the Corporation as its Members, as further described herein

and in the Master Affiliation Agreement. As set forth in Sections 3.2(b)(x) and 8.1(a) of these Bylaws (but subject to the limited exceptions set forth therein), no Person other than HFHS and MSU may be admitted as a Member of the Corporation without the unanimous consent of all then-current Members. The books and records of the Corporation shall at all times reflect all then-current Members of the Corporation and their respective Membership Interests.

(b) Exempt Status Requirement. Members of the Corporation at all times shall be limited to organizations that are 501(c)(3)-Qualified Entities within the meaning of Section 2.2(c) of these Bylaws, and under no circumstances may the Corporation have any Members who are private shareholders or individuals. Any transfer by a Member of its Membership Interest shall be limited to entities that meet the qualification for Members set forth in the preceding sentence.

(c) Sale of Disqualified Member's Membership Interest. In the event any Member ceases to so qualify and becomes a Disqualified Member within the meaning of Section 2.2(d) of these Bylaws, the Member who is so disqualified shall be deemed to offer to sell the Member's Membership Interest to the Corporation, and the Corporation shall purchase such Membership Interest, for a purchase price equal to the lesser of (i) the book value of the Corporation, as set forth in the Corporation's most recent audited financial statements, multiplied by the selling Member's Membership Interest or (ii) the Fair Market Value of the Member's Membership Interest (the "*Purchase Price*"); in no event shall the Purchase Price exceed the Fair Market Value of the Member's Membership Interest. The Corporation shall deliver the Purchase Price to the selling Member no later than the date that is thirty (30) business days after the date the Purchase Price has been determined hereunder. Each Member hereby consents to and approves all actions by the Corporation and the other Member(s) as may be required or appropriate to reflect the purchase and sale of such Member's Membership Interest in accordance with this Section 3.1(c), in the event such Member becomes a Disqualified Member, and agrees to deliver to the Corporation good title to such Member's Membership Interest, free and clear of any liens or encumbrances in the event of the sale of such Member's Membership Interest hereunder. Each Member further covenants and agrees to execute and deliver, and to cause the Corporation to execute and deliver, such documents and instruments of conveyance as may be necessary or reasonably requested by any of them to effectuate or evidence the purchase and sale of a Membership Interest pursuant to this Section 3.1 and agrees that the Corporation shall be entitled to specific performance to enforce the terms of this Section 3.1(c). Each of the selling Member and the Corporation shall bear its own expenses associated with the purchase and sale of a Member's Membership Interest pursuant to this Section 3.1(c).

3.2 Powers of Members.

(a) Generally. The Members shall have the power to exercise any and all rights or powers granted to the Members pursuant to the express terms of the Articles of Incorporation or these Bylaws. Any power vested in the Board pursuant to the provisions of these Bylaws may, upon unanimous resolution of the Board, be thereafter exercisable only by the Members. Any power of the Corporation that is reserved to the Members, either by the express provisions of the Articles of Incorporation or these Bylaws or by later resolution of the Board, shall be exercisable only upon the unanimous consent of the Members. The Members shall each take action as a Member of the Corporation through the Steering Committee described in Section

3.3. Except as specifically provided herein, neither the Members nor any individual Member shall have the power or authority to act for or on behalf of, or to bind, the Corporation. The Members shall act expeditiously and vigorously to enforce all of their rights in the Corporation and shall pursue all legal and equitable remedies to protect their interests in the Corporation as necessary.

(b) Reserved Powers of Both Members. In addition to any powers vested solely in the Members as required by the Michigan Nonprofit Corporation Act (the “Act”), the following actions may not be taken without the prior written consent of each of the Members:

(i) Approving annual operating and capital budgets for the Corporation and for any joint activities of the Members and/or the Corporation that are within the scope of the HSC, following the adoption of such budgets by the Board;

(ii) Approving corrective action plans of the Corporation’s Board in cases where costs of any budgetary line item or project are in excess of one hundred and five percent (105%) of previously approved budgeted amounts;

(iii) Approving the strategic plan for the HSC and the related documents referenced in Section 2.3(a) of these Bylaws;

(iv) Approving any marketing plan for the HSC;

(v) Entering into any business other than the business described in Section 2.1 of these Bylaws and/or in the Master Affiliation Agreement;

(vi) Amending the Articles of Incorporation or these Bylaws;

(vii) Approving a plan of merger or consolidation of the Corporation;

(viii) Approving any Additional Capital Contributions;

(ix) Entering the Corporation into any arrangement pursuant to which the Corporation borrows money from any third party;

(x) Admitting a new Member of the Corporation, and/or creating or issuing additional Membership Interest to any Person; provided, that if any then-current Member enters into a merger, acquisition or other similar transaction whereby such then-current Member (the “*Subsumed Member*”) ceases to exist as a legal entity and the surviving entity (A) is another 501(c)(3)-Qualified Entity within the meaning of Section 2.2(c) of these Bylaws (the “*Merger Surviving Entity*”); and (B) agrees in writing and in advance to comply fully with the obligations of the Subsumed Member under these Bylaws and the Master Affiliation Agreement, then such Merger Surviving Entity shall become a Substituted Member pursuant to Section 8.3 of these Bylaws and shall have all of the rights and obligations of the Subsumed Member set forth hereunder and in the Master Affiliation Agreement;

(xi) Entering into any leases or financing transactions in excess of five (5) years involving either (A) furniture, fixture, improvements or equipment with an annual lease or financing cost in excess of \$750,000; or (B) any real property;

(xii) Appointing or removing the Corporation's President;

(xiii) Converting the Corporation under § 450.2745 of the Act;

(xiv) Dissolving the Corporation or entering into any sale, exchange, lease or transfer of all or substantially all of the assets of the Corporation;

(xv) Commencing bankruptcy or similar proceedings with respect to the Corporation; and

(xvi) Approving any agreement by the Corporation to take any of the foregoing actions.

(c) Additional Reserved Powers of One or Both Members. The Master Affiliation Agreement may provide that certain additional actions or decisions relating to the operation of the Corporation and/or the HSC shall reside with, or require the approval of, HFHS, MSU or both Members.

3.3 Meetings. Annual and regular meetings of the Members will be held on such dates of each year as the Members may select. It is anticipated that each Member will be represented at such meetings as follows: for HFHS, by its Board Chair (or another HFHS board member designated by the Board Chair), Chief Executive Officer, and Executive Vice President and Chief Clinical Officer, and for MSU, by its Board Chair (or another MSU board member designated by the Board Chair), President, and Executive Vice President for Health Sciences, and each such group of three (3) shall have authority to act on the applicable Member's behalf (the six (6) individuals so authorized by the Members collectively may be referred to as the "*Steering Committee*"). Each Member shall take action as a Member of the Corporation through the expressed agreement of the individuals appointed to the Steering Committee by the Member. The business transacted at the annual meeting will include the election of Board members. Special meetings of the Members may be called, and notices of meetings may be given, at any time and for any reason (i) by the Board, in its discretion, and (ii) by any Member. Any matter requiring the consent, vote or approval of all or any of the Members pursuant to these Bylaws may be considered at a meeting of the Members, or the Members may take such action without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by all of the Members. Notice of meetings of Members shall be given not less than ten (10) nor more than sixty (60) days prior to the meeting. Notice may be waived by the Members. Any such notice shall state briefly the purpose, time and place of the meeting. All such meetings shall be held within the State of Michigan, at such reasonable place as the Members shall designate and during normal business hours. Members may participate in a meeting of the Members by means of conference telephone, videoconference or similar communications equipment by means of which all persons participating in the meeting can hear and speak to each other, and such participation in a meeting shall constitute presence in person at the meeting.

3.4 Record Dates. The Members may set in advance a date for determining the Members entitled to notice of and to vote at any meeting. Each record date shall not be more than sixty (60) days prior to the date of the meeting to which such record date relates.

3.5 Nature of a Member's Membership Interest. A Member's Membership Interest shall for all purposes be personal property. A Member has no interest in any specific Corporation property.

3.6 No Other Persons Deemed Members. Unless admitted to the Corporation as a Member as provided in these Bylaws, no Person shall be, or shall be considered, a Member. The Corporation may elect to deal only with Persons so admitted as Members (including their duly authorized representatives). The Corporation shall not be required to deal with any other Person (other than with respect to distributions to assignees pursuant to assignments in compliance with ARTICLE VIII) merely because of an assignment or transfer of a Membership Interest to such Person; *provided*, that any distribution by the Corporation to the Person shown on the Corporation's records as a Member or to its legal representatives, or to the assignee of the right to receive Corporation distributions as provided herein, shall relieve the Corporation of all liability to any other Person who may be interested in such distribution by reason of any other assignment by the Member, or for any other reason.

3.7 Partition; No Priority. Each Member waives any and all rights that it may have to maintain an action for partition of the Corporation's property. Except as otherwise provided herein, no Member shall have priority over any other Member either as to the return of the amount of its Capital Contributions to the Corporation or as to any distribution.

3.8 No Cessation of Membership Upon Bankruptcy, etc.. A Person shall not cease to be a Member of the Corporation upon the happening, with respect to such Person, of any events of bankruptcy. Upon the occurrence of any event of bankruptcy, the business of the Corporation shall be continued pursuant to the terms hereof without dissolution.

3.9 Withdrawal Rights.

(a) Withdrawal Rights. No Member may withdraw as a Member for a period of thirty (30) years from the date of incorporation of the Corporation (the "*Non-Withdrawal Period*") except (i) as the result of dissolution of the Corporation due to termination or expiration of the Master Affiliation Agreement in accordance with its terms; or (ii) a governmental authority has imposed a new financial or operational obligation on the Corporation or the HSC that is not generally applicable to non-governmental health care facilities or educational organizations and that materially and adversely affects the operations or financial performance or prospects of the Corporation or the HSC.

(b) On the thirtieth (30th) anniversary of the date of incorporation of the Corporation (the "*Effective Date*"), and on each subsequent ten (10) year anniversary of the Effective Date (i.e., on the fortieth (40th), fiftieth (50th) and sixtieth (60th) anniversaries of the Effective Date), any Member may elect to withdraw as a Member by providing written notice to the other Member and to the Corporation of its election to so withdraw, which notice must be provided no later than sixty (60) days following the applicable anniversary of the Effective Date.

(c) Notice; Possible Dissolution. Any Member that is permitted to withdraw pursuant to Sections 3.9(a) or 3.9(b) shall provide advance notice of its intent to withdraw to the other Member (the “*Permitted Withdrawal Notice*”). Such notice shall be provided at least one (1) year in advance of any withdrawal, unless the withdrawal is for one of the reasons set forth in Section 3.9(a) (in which event the withdrawing Member may withdraw at any time set forth in its Permitted Withdrawal Notice, so long as the time set forth in the Permitted Withdrawal Notice is sufficient (but in no event more than one (1) year) for the Corporation to wind-down its activities and effectuate an orderly dissolution (including obtaining any approvals from Governmental Authorities and/or accrediting bodies, if any, required in connection with such wind-down and dissolution)).

(d) Effect of Withdrawal. Upon (and concurrently with) the withdrawal of a Member, the Corporation shall be dissolved pursuant to Section 9.1(b). The Members may (and likely will, but are not required to) agree in writing that some joint activities of the Members shall remain in place following the withdrawal of a Member and/or the dissolution of the Corporation, including, but not limited to, educational agreements between the Members. Except as set forth in such surviving written agreements, or as otherwise expressly set forth in these Bylaws or the Master Affiliation Agreement, upon the withdrawal of a Member and/or the wind-down and dissolution of the Corporation, the Master Affiliation Agreement shall terminate and the parties shall have no further obligations to one another. Upon the withdrawal of a Member and the wind-down and dissolution of the Corporation, the assets and liabilities of the Corporation shall be distributed/apportioned as set forth in Section 9.3 of these Bylaws and Section 14.7 of the Master Affiliation Agreement.

ARTICLE IV CONTRIBUTIONS AND LIABILITY OF MEMBERS

4.1 Initial Capital Contributions. Each of the Members has made a Capital Contribution to the Corporation in the form of cash and in the amounts set forth in the Articles of Incorporation, which contributions shall be treated as “Initial” Capital Contributions. The Corporation shall be authorized to receive “Additional” Capital Contributions from the Members pursuant to Section 4.2. Additional Capital Contributions may be in the form of cash or, if both Members so consent, in the form of cash equivalents or tangible real or personal property. No Member shall be required to make any Additional Capital Contribution to the Corporation other than those contemplated by Section 4.2. As used in this Section 4.1 and throughout these Bylaws, “*Capital Contributions*” means, with respect of any Member, the total amount of cash, cash equivalents and the value of any tangible property made or deemed to be made to the Corporation, as of the date in question, in respect of such Member’s Membership Interest (but for avoidance of doubt, the Initial Capital Contributions of each Member, made pursuant to this Section 4.1, shall have been made in the form of cash only).

4.2 Additional Capital Contributions. Members may be required to make additional Capital Contributions from time to time upon the unanimous determination of the Members (the “*Additional Capital Contributions*”).

4.3 No Right to Interest or Return of Capital Contributions. No Member shall be paid interest on its Capital Contributions or on such Member’s Capital Account. No Member

shall have any right to demand the return of its Capital Contributions or to withdraw any part of its Capital Account, except upon dissolution of the Corporation pursuant to ARTICLE IX. Under circumstances requiring a return of any Capital Contribution, no Member shall have the right to demand or receive property other than cash in return for its Capital Contributions.

4.4 Liability of Members. In no event shall any Member (or former Member) have any liability for the repayment or discharge of the debts and obligations of the Corporation, or for the repayment of any Capital Contribution of any other Member. Subject to (and except as set forth in) Sections 4.1 and 4.2, no Member (or former Member) shall be obligated to make any contribution to the Corporation.

ARTICLE V BOARD OF DIRECTORS

5.1 Management Under Direction of the Board.

(a) Board Composition. The business and affairs of the Corporation shall be managed under the direction of a Board of Directors (the “*Board*”), which will provide, subject to the reserved powers of the Members as set forth in Section 3.2, direction and oversight with respect to the vision, plans, budgets and policies for the HSC, and to which management and programs will report with respect to HSC functions. The Board shall be comprised of five (5) MSU appointees (the “*MSU Appointees*”) and five (5) HFHS appointees (the “*HFHS Appointees*”), all appointed as voting members. In addition to the MSU and HFHS appointees, the HFHS Executive Vice President and Chief Clinical Officer (the “*HFHS Ex Officio Voting Director*”) and MSU Executive Vice President for Health Sciences (the “*MSU Ex Officio Voting Director*,” and collectively with the HFHS Ex Officio Voting Director, the “*Ex Officio Voting Directors*”) shall each serve ex-officio as voting members of the Board, and the Corporation’s President shall serve ex-officio as a non-voting member of the Board. The HFHS Appointees and the HFHS Ex Officio Voting Director are collectively referred to herein as the “*HFHS Directors*”, and the MSU Appointees and the MSU Ex Officio Voting Director are collectively referred to herein as the “*MSU Directors*”. It is contemplated that each of MSU and HFHS will appoint to the Corporation Board senior executives from its organization, across an array of functions, and that the parties’ respective appointees will be comparable with respect to seniority and scope of authority within the appointee party’s organization. In the composition of the initial Board, two (2) of the HFHS Appointees shall be chairs of HSC Committees, and two (2) of the MSU Appointees shall be chairs of HSC Committees.

(b) Board Authority. Except for the powers expressly reserved to the Members (or any Member) in the Corporation’s Articles of Incorporation, hereunder, and in the Master Affiliation Agreement, the Board shall have full, exclusive and complete discretion to manage and control the business and affairs of the Corporation, to make all decisions affecting the business and affairs of the Corporation and to take all such actions as it deems necessary or appropriate to accomplish the purposes of the Corporation as set forth herein, including to exercise all of the powers of the Corporation set forth in Section 2.3.

5.2 Appointment and Tenure of Board Members. One-half of the initial HFHS Appointees shall serve for an initial three (3) year term, and one-half of the initial HFHS

Appointees shall serve for an initial four (4) year term. One-half of the initial MSU Appointees shall serve for an initial three (3) year term, and one-half of the initial MSU Appointees shall serve for an initial four (4) year term. Following the initial terms and for all terms thereafter, all MSU Appointees and HFHS Appointees shall serve for four (4) year terms. There is no limit to the number of terms, whether consecutive or not, that a particular MSU Appointee or HFHS Appointee may serve. The HFHS Executive Vice President and Chief Clinical Officer (i.e., the HFHS Ex Officio Voting Director), MSU Executive Vice President for Health Sciences (i.e., the MSU Ex Officio Voting Director), and Corporation's President shall each serve on the Board for so long as he or she holds such position, and upon ceasing to serve in such position shall be automatically removed from the Board and shall be replaced by his or her interim or permanent successor to that position.

5.3 Meetings of the Board. The Board may hold meetings within the State of Michigan. Regular meetings of the Board shall be held no less than quarterly and may be held with no less than ten (10) days' and not more than sixty (60) days' prior notice at such times and at such places as shall from time to time be determined by the Board. One of the Board's quarterly meetings shall be considered an annual meeting each year. Any seven (7) Board members may call a special meeting of the Board on not less than fifteen (15) business days' notice to each other Board member, either personally, by telephone, by mail, by facsimile, by electronic mail or by any other means of communication reasonably calculated to give notice. Notice of a meeting need not be given to any Board member if a written waiver of notice, executed by such Board member before or after the meeting, is filed with the records of the meeting, or to any Board member who attends the meeting without protesting prior thereto or at its commencement, the lack of notice. A waiver of notice need not specify the purposes of the meeting.

5.4 Quorum. At all meetings of the Board the presence of a majority of the total number of voting Board members shall constitute a quorum for the transaction of business, except that to constitute a quorum at least four (4) HFHS Directors and at least four (4) MSU Directors must be present. If a quorum shall not be present at any meeting of the Board, the Board members present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

5.5 Acts of the Board. Decisions of the Board will require a supermajority vote of the voting Board members, consisting of a majority of Board members present at any meeting at which a quorum is present and at least one Board member voting for the motion from each of the MSU Directors and HFHS Directors (a "*Supermajority Vote*"). If an appointee or Ex Officio Voting Director of any Member is recused from a vote on any issue, that Board member shall not be counted for purposes of determining whether a Supermajority Vote has approved the action relating to such issue.

5.6 Electronic Communications. Members of the Board may participate in a meeting of the Board by means of conference telephone, videoconference or similar communications equipment by means of which all persons participating in the meeting can hear and speak to each other, and such participation in a meeting shall constitute presence in person at the meeting.

5.7 Action by Unanimous Consent. Any action required or permitted to be taken at any meeting of the Board may be taken without a meeting and without a vote, if all members of the Board have been given notice thereof and if a consent or consents, in writing, setting forth the action so taken, shall be signed by all of the members of the Board. Such consent shall have the same force and effect as a vote at a meeting where a quorum was present and may be stated as such in any document or instrument filed with the Michigan Department of Licensing and Regulatory Affairs.

5.8 Board Chair and Vice Chair. The Board will be led by a Chair of the Board and a Vice Chair of the Board. The initial Chair of the Board shall be a Board member selected by MSU from among the MSU Directors, subject to the approval of HFHS, which shall not be unreasonably withheld. The initial Chair shall serve for three (3) years. Thereafter, the Chair will alternate between individuals appointed by HFHS from among the HFHS Directors and individuals appointed by MSU from among the MSU Directors, in each case subject to the approval of the non-appointing Member, such approval not to be unreasonably withheld. Each subsequent Chair (after the initial Chair) shall serve a two (2) year term. The Board also will have a Vice Chair who (a) shall serve the same term as the corresponding Chair; (b) shall be appointed by the Member that did not appoint the corresponding Chair, subject to the approval of the other Member, which shall not be unreasonably withheld; and (c) will be selected from the appointing Member's directors on the Board (e.g., the first Vice Chair will be appointed by HFHS from among the HFHS Directors, and shall serve a term of three (3) years). The Chair will preside over all meetings of the Board and shall have such other responsibilities as set forth herein and/or as assigned or delegated from time to time by the Board or by the Members. The Vice Chair will preside over meetings of the Board in the absence of the Chair, shall assume the other responsibilities of the Chair in the event that the position of Chair becomes vacant for any reason (and until the vacancy becomes filled) and shall have such other responsibilities as set forth herein and/or as assigned or delegated from time to time by the Board or by the Members. In the event of the resignation, death or disability of the Chair or Vice Chair, the Member who had appointed the vacating Chair or Vice Chair shall select his or her replacement for the balance of the vacating Chair or Vice Chair's term, subject to the approval of the other Member, which shall not be unreasonably withheld.

5.9 Expenses; Compensation of Board Members. No Board member shall receive compensation from the Corporation by virtue of his or her service on the Board. The Board members may be paid their expenses, if any, incurred in connection with their attendance at meetings of the Board upon submission of reasonably satisfactory supporting documentation and in accordance with any Corporation policies relating to reimbursement of expenses. No member of the Board shall be precluded from serving the Corporation in any other capacity and receiving compensation therefor and such activities (and the activities of a Board member on behalf of a Member) shall not constitute a breach of the Board member's fiduciary duties to the Corporation.

5.10 Conflict of Interest Policy. The Board of Directors shall establish a conflict of interest policy and procedures for disclosure of potential conflicts.

5.11 Resignations and Removal. Any Board member (other than the ex-officio members) may resign from the Board at any time upon notice to the Corporation; the acceptance of the resignation by the Corporation, the Members or the remaining Board members shall not be

necessary to make such resignation effective. Each Member may remove any Board member appointed by it (but, for avoidance of doubt, not any ex-officio members) at any time with or without cause, effective upon written notice to the removed Board member and the other Member. Upon such resignation or removal, or upon the death or disability of a Board member, the Member that appointed such Board member shall as soon as is reasonably feasible appoint his or her replacement who shall serve the remaining term of the director for whom he or she has been appointed as a replacement. Until vacancies are filled, the remaining members of the Board may exercise all of the powers of the Board hereunder.

5.12 HSC Committee Structure. The Corporation shall have a number of committees, as described herein and in the Master Affiliation Agreement or as established by the Board (by Supermajority Vote) or by the Members (unanimously) from time to time (“*HSC Committees*”). The HSC Committees shall include, but shall not be limited to, a Research Committee; Cancer Center Committee; Education Committee; Clinical Committee; DEI Committee; and Administration and Finance Committee (each as described in, and with such authorities and responsibilities as are delineated in, the Master Affiliation Agreement); and others as established by the Board or the Members in accordance with this Section 5.12. Notwithstanding the forgoing or any other provision of these Bylaws or the Master Affiliation Agreement, no HSC Committee shall have the power to take the following actions:

- (a) Amend the Articles of Incorporation;
- (b) Adopt an agreement of merger or consolidation;
- (c) Recommend to the Members the sale, lease or exchange of all or substantially all of the Corporation’s property and assets;
- (d) Recommend to the Members a dissolution of the Corporation or a revocation of a dissolution;
- (e) Amend the Bylaws of the Corporation;
- (f) Fill vacancies on the Board;
- (g) Fix compensation of the Board members for serving on the Board or on a committee; or
- (h) Terminate the membership of any Member in the Corporation.

ARTICLE VI OFFICERS

6.1 Officers. The officers of the Corporation shall include a President, a Secretary, a Treasurer, and such other officers as the Board may determine desirable (the “*Officers*”). The President shall serve as a non-voting, ex-officio member of the Board. The other Officers may, but need not, be members of the Board. The initial President is hereby appointed by the Members, pursuant to Section 6.2 of these Bylaws for an initial term as shall be set by the Board but which shall not exceed two (2) years. At the expiration of such initial term, the Members

shall either re-appoint the President or appoint a new President, in either case for such term as the Members shall agree, and the same process shall be followed in each instance where there is a vacancy in the office of President. Any person serving as President may be removed by the Members at any time prior to the expiration of his or her term (subject to any contractual rights). The other Officers of the Corporation shall be elected by a Supermajority Vote of the Board and shall serve at the pleasure of the Board (i.e., until removed by a Supermajority Vote of the Board (subject to any contractual rights they may have), or until their earlier resignation, death or disability). No individual may hold more than one of the offices of President, Secretary and Treasurer at any time. The salaries or other compensation of the Officers will be fixed from time to time by the Board or by a compensation committee appointed by the Board to which this authority has been delegated. Any Officer may resign at any time. The resignation of any Officer must be made in writing and will take effect at the time specified therein, or if no time is specified, at the time of its receipt by the Board. In the event of a vacancy in any Officer position, the Board shall fill the vacancy by Supermajority Vote.

6.2 President. The President shall at all times be a licensed physician in good standing in the State of Michigan, a member of HFMG and hold a faculty appointment with MSU. The initial President shall be the individual serving as the Chief Executive Officer of HFMG as of the date of the initial adoption of these Bylaws, whom the Members hereby appoint for such term as shall be set by the Board but which shall not exceed two (2) years. Pursuant to Sections 6.5 and 8.1 of the Master Affiliation Agreement, the individual serving as President shall at all times also hold the MSU position of Assistant Vice President for Henry Ford Health Affairs within the Office of Health Sciences. The President will have general day-to-day oversight over all functions of the Corporation, subject to the direction and ultimate authority of the Board and the reserved powers of the Members. Without limiting the forgoing, the President shall:

(a) Manage the administrative and fiscal activities of the Corporation, subject to the restrictions of Applicable Law, these Bylaws (and the powers reserved to the Board and the Members herein), the Master Affiliation Agreement and the policies determined by the Board;

(b) Manage the day-to-day operations of the Corporation and the Corporation's performance of its obligations under the Master Affiliation Agreement and other agreements to which the Corporation is a party, subject to Board oversight;

(c) Have the power, on behalf of the Board, to perform all acts, execute and deliver all documents including checks, contracts and other instruments and take all steps that he or she may deem necessary or prudent in order to effectuate the actions and policies of the Board; provided, however, that he/she shall not act in a manner inconsistent with the Master Affiliation Agreement or enter into any contracts above a threshold to be established by the Board without the advance approval of the Board; and provided further, that the Board may enact financial controls or other policies limiting the ability of the President to sign checks or otherwise withdraw or transfer Corporation monies above specified thresholds;

(d) Perform all other duties set forth in the President's job description (as approved by the Board) as well as other duties normally incident to the office of president of a nonprofit corporation; and

(e) Report no less often than quarterly to the Board (and more often if requested by the Board) with respect to (a) the finances of the Corporation, as further described in Sections 11.3 and 11.4; (b) all operations of the Corporation; and (c) the activities of the Corporation, HFHS and MSU pursuant to the Master Affiliation Agreement, and specifically the degree to which the Corporation, HFHS and MSU are meeting their respective obligations under the Master Affiliation Agreement. Such reporting shall be in such formats, and shall include such specific information as the Board may request from time to time.

6.3 Secretary. The Secretary will record the minutes of the Members' and Board of Directors' meetings in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law, have general charge of the corporate records, keep a register of the post office address of each Member which is to be furnished to the Secretary by each Member, receive and attend to all correspondence of the Board of Directors, perform all duties incident to the office of Secretary, and undertake such other duties as from time to time may be assigned to him or her by the President or by the Board of Directors.

6.4 Treasurer. The Treasurer shall be the principal accounting and financial officer of the Corporation. The Treasurer will have charge and be responsible for the maintenance of adequate books of account for the Corporation, have charge and custody of all funds of the Corporation and be responsible for the receipt and disbursement thereof, perform all duties incident to the office of Treasurer, and undertake such other duties as from time to time may be assigned to him or her by the President or by the Board of Directors.

ARTICLE VII INDEMNIFICATION AND INSURANCE

7.1 Indemnification of Board Members, Officers, and Other Employees: Actions Brought by Third Parties. Except as otherwise provided in the Articles of Incorporation and subject to all of the other provisions of this ARTICLE VII, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to a threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative, and whether formal or informal, other than an action by or in the right of the Corporation, by reason of the fact that the person is or was a Board member, an Officer, an employee or an agent of the Corporation, or is or was serving at the request of the Corporation as a board member, officer, partner, member, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, or other enterprise, whether for profit or not, against expenses, including attorney fees, judgments, penalties, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with the action, suit or proceeding, upon a finding, pursuant to Section 7.4, that the person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Corporation, and regarding a criminal action or proceeding, if the person had no reasonable cause to believe his or her conduct was unlawful. The termination of an action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, does not, of itself, create a presumption that the person did not act in good faith and in a manner which they reasonably believed to be in or not opposed to the best interests of the Corporation, and regarding a criminal action or proceeding, had reasonable cause to believe that their conduct was unlawful. The determination to reimburse a person entitled to

indemnification under this Section in advance of a final disposition shall be made pursuant to the provisions of Section 7.5.

7.2 Indemnification for Civil Actions Brought by or in the Right of Corporation.

Except as otherwise provided in the Articles of Incorporation and subject to all of the provisions of this Article, the Corporation shall indemnify any person who was or is a party to or is threatened to be made a party to a threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor or by reason of the fact that they are or were a Board member, an Officer, an employee or an agent of the Corporation, or are or were serving at the request of the Corporation as a board member, officer, partner, member, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust or other enterprise, whether for profit or not, against expenses, including attorney fees, and amounts paid in settlement actually and reasonably incurred by them in connection with the action or suit, upon a finding, pursuant to Section 7.4, that the person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Corporation. Indemnification, however, shall not be made for a claim, issue, or matter in which the person has been found liable to the Corporation unless and only to the extent that the court in which the action or suit was brought has determined upon application that, despite the adjudication of liability but in view of all circumstances of the case, the person is fairly and reasonably entitled to indemnification for expenses which the court considers proper. The determination to reimburse a person entitled to indemnification under this Section in advance of a final disposition will be made pursuant to the provisions of Section 7.5.

7.3 Indemnification for Successful Defense of Proceedings.

To the extent that a Board member, Officer, employee or agent of the Corporation has been successful on the merits or otherwise in defense of an action, suit, or proceeding referred to in Section 7.1 or 7.2, or in defense of a claim, issue, or matter in the action, suit, or proceeding, the Corporation shall indemnify him or her against actual and reasonable expenses, including reasonable attorneys' fees, incurred by him or her in connection with the action, suit, or proceeding and an action, suit, or proceeding brought to enforce the mandatory indemnification provided in this Article, regardless of a finding that the Board member or Officer acted (or did not act) in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Corporation.

7.4 Determination and Evaluation of Scope of Indemnification.

Any indemnification under this Article, unless ordered by a court or pursuant to the provisions of Section 7.3, shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the Board member, Officer, employee or agent is proper in the circumstances because the person has met the applicable standard of conduct set forth in the applicable section of this Article, as the case may be, and upon an evaluation of the reasonableness of expenses and amounts paid in settlement. This determination and evaluation shall be made in any of the following ways.

(a) By a Supermajority Vote of the Board of Directors, consistent with Section 5.5, consisting of Board members who are not parties or threatened to be made parties to the action, suit, or proceeding.

(b) By independent legal counsel in a written opinion, which counsel shall be selected by the Board members in the manner prescribed in subsection (a).

If a person is entitled to indemnification under this Article for a portion of expenses, including reasonable attorney fees, judgments, penalties, fines, and amounts paid in settlement, but not for the total amount thereof, the Corporation may indemnify the person for the portion of the expenses, judgments, penalties, fines, or amounts paid in settlement for which the person is entitled to be indemnified.

7.5 Discretionary Reimbursements. The Corporation may pay or reimburse the reasonable expenses incurred by a Board member, Officer, employee, or agent who is a party or threatened to be made a party to an action, suit, or proceeding in advance of final disposition of the proceeding if all of the following apply:

(a) The person furnishes the Corporation a written affirmation of their good faith belief that they have met the applicable standard of conduct set forth in Sections 7.1 and 7.2, or is subject to the provisions of Section 7.3.

(b) The person furnishes the Corporation a written undertaking, executed personally or on their behalf, to repay the advance if it is ultimately determined that they did not meet the standard of conduct. The undertaking required by this subsection must be an unlimited general obligation of the person but need not be secured.

(c) A determination is made (in the manner specified in Section 7.4) that the facts then known to those making the determination would not preclude indemnification under the Act.

7.6 Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a Board member, Officer, employee, non-director volunteer, or agent of the Corporation, or is or was serving at the request of the Corporation as a board member, officer, partner, member, trustee, employee, or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against the person and incurred by the person in any such capacity or arising out of his or her status as such, whether or not the Corporation would have the obligation or discretionary authority to indemnify the person against such liability under this Article.

7.7 Non-Exclusivity of Rights. The indemnification or advancement of expenses provided under this Article is not exclusive of other rights to which a person seeking indemnification or advancement of expenses may be entitled under the Articles of Incorporation or a contractual agreement.

7.8 Limitations on Indemnification. The total amount of expenses advanced or indemnified from all sources shall not exceed the actual amount of expenses incurred by the person seeking indemnification or advancement of expenses.

7.9 Continuation of Indemnification. The indemnification provided for in this Article continues as to a person who ceases to be a Board member, Officer, employee or agent and shall inure to the benefit of the heirs, personal representatives, and administrators of such person.

7.10 Corporation. For the purposes of this Article, references to the "*Corporation*" shall include all constituent corporations absorbed in a consolidation or merger and the resulting or surviving corporation, so that a person who is or was a Board member, Officer, employee or agent of the constituent corporation or is or was serving at the request of the constituent corporation as a board member, officer, partner, member, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust or other enterprise, whether for profit or not, shall stand in the same position under the provisions of this Article regarding the resulting corporation as the person would if the person had served the resulting or surviving corporation in the same capacity.

7.11 Other Requirements. Notwithstanding anything in this Article to the contrary, any indemnification or reimbursement provided in this Article shall not be provided to any extent now or hereafter prohibited by Applicable Law.

ARTICLE VIII TRANSFERABILITY OF A MEMBER'S MEMBERSHIP INTEREST

8.1 Restrictions on Transfers of Membership Interests.

(a) No Transfer Except as Provided. Each Member hereby agrees that it will not Transfer all or any fraction of its Membership Interest in the Corporation or any rights therein, except as specifically permitted by these Bylaws (including Section 3.1(b) with respect to limitations on the types of entities that can qualify to be Members). No transfer, sale, assignment, grant of a participation in, gift, pledge, encumbrance, hypothecation, exchange or other disposition (herein collectively called a "*Transfer*") of all or any fraction of a Member's Membership Interest may be made except (i) to a transferee who satisfies the qualifications for Members as set forth at Section 3.1(b); (ii) as described in Sections 3.2(b)(x) and 8.3(a); and (iii) with the prior written consent of the other Member, which consent may be given or withheld in the sole discretion of the other Member. Any purported transfer of a Membership Interest in violation of these requirements shall not be given effect and shall be treated as void ab initio.

(b) Payment of Expenses. Each Member agrees that it will pay all reasonable expenses, including attorneys' fees and accounting fees, incurred by the Corporation in connection with a Transfer of a Membership Interest by that Member.

8.2 Assignees.

(a) The Corporation will not recognize for any purpose any purported Transfer of all or any fraction of the Membership Interest of a Member unless the provisions of Section 8.1 shall have been complied with and there shall have been filed with the Corporation a dated notice of such Transfer, in form satisfactory to the Board, executed and acknowledged by both the transferor and the transferee, and (unless the Board shall otherwise consent) such notice represents that such Transfer was made in accordance with these Bylaws and all Applicable Laws.

(b) Unless and until a transferee of a Membership Interest becomes a Substituted Member (as defined below), such transferee shall not be entitled to give consents with respect to such Membership Interest.

(c) A Person who is the assignee of all or any fraction of the Membership Interest of a Member as permitted hereby but does not become a Substituted Member and who desires to make a further Transfer of such Membership Interest, shall be subject to all of the provisions of this ARTICLE VIII to the same extent and in the same manner as any Member desiring to make a Transfer of its Membership Interest.

8.3 Substituted Members.

(a) Except as provided in the last sentence of this Section 8.3(a), no Member shall have the right to substitute a purchaser, assignee, transferee, legatee, distributee or other recipient of all or any fraction of such Member's Membership Interest as a Member in its place. Any such purchaser, assignee, transferee, legatee, distributee or other recipient of a Membership Interest (whether pursuant to a voluntary or involuntary Transfer) shall be admitted to the Corporation as a new member (a "*Substituted Member*") only (i) with the prior written consent of the other Member, which consent may be given or withheld in its sole discretion; provided, that if any then-current Member enters into a merger, acquisition or other similar transaction whereby the Subsumed Member ceases to exist as a legal entity and the Merger Surviving Entity is another 501(c)(3)-Qualified Entity within the meaning of Section 2.2(c) of these Bylaws, then such Merger Surviving Entity shall become a Substituted Member for the Subsumed Member and the consent of the other Member shall not be required; and (ii) by satisfying the requirements of Sections 8.1 and 8.3(b).

(b) Each Substituted Member, as a condition to its admission as a Member, shall execute and acknowledge such instruments, in form and substance satisfactory to the Board, as the Board reasonably deems necessary or desirable to effectuate such admission and to confirm the agreement of the Substituted Member to be bound by all the terms and provisions of these Bylaws with respect to the Membership Interest acquired. All reasonable expenses, including attorneys' fees not paid by the transferor Member pursuant to Section 8.1(b) that are incurred by the Corporation in this connection shall be borne by such Substituted Member.

(c) Until a transferee shall have been admitted to the Corporation as a Substituted Member pursuant to this Section 8.3, such transferee shall only be entitled to the rights of an assignee of a Membership Interest under these Bylaws.

(d) Upon the admission to the Corporation of a transferee as a shall have been Substituted Member pursuant to this Section 8.3, such transferee shall have all of the rights and obligations of the transferor Member set forth hereunder.

8.4 Transfer of Assets. The Corporation shall not distribute any assets, other than in exchange for Fair Market Value, to Members who have ceased to be 501(c)(3)-Qualified Entities. The Members agree that assets of the Corporation may be transferred only to non-members (other than 501(c)(3)-Qualified Entities) in exchange for Fair Market Value.

ARTICLE IX DISSOLUTION, LIQUIDATION AND TERMINATION

9.1 Dissolution. The Corporation shall be dissolved and its affairs wound up only upon the occurrence of any of the following events:

- Corporation;
- (a) The unanimous agreement of the Members to dissolve the Corporation;
 - (b) The withdrawal of a Member pursuant to Section 3.9;
 - (c) Upon the election of a Member pursuant to Section 9.2 following the bankruptcy or dissolution of the other Member or the occurrence of any other event that causes the other Member to cease to be a member of the Corporation (by Transfer of a Membership Interest or otherwise, except as expressly permitted pursuant to ARTICLE VIII);
 - (d) The entry of a decree of judicial dissolution of the Corporation under Chapter 8 of the Act; or
 - (e) Termination of the Master Affiliation Agreement, unless the Members agree otherwise.

Dissolution of the Corporation shall be effective on the day on which the event occurs giving rise to the dissolution, but the Corporation will not terminate until the assets of the Corporation have been distributed as provided in Section 9.3 and the Articles of Incorporation have been canceled.

9.2 Legal Incapacity, etc. The bankruptcy or dissolution of a Member or the occurrence of any event that causes a Member to cease to be a Member of the Corporation (by Transfer of a Membership Interest or otherwise, except as expressly permitted pursuant to ARTICLE VIII), shall not automatically cause the dissolution or termination of the Corporation (unless the remaining Member elects to dissolve the Corporation).

9.3 Liquidation of Corporation Assets Upon Dissolution. Upon dissolution, the Corporation shall be liquidated and wound up in an orderly manner in accordance with the provisions of this Section 9.3 and the Act. The Board may act as liquidator and wind up the affairs of the Corporation; provided, however, that if at such time there shall be no Board, the Members may appoint one (1) or more liquidating trustees (who may be Members) to act as the liquidating trustee in effectuating the liquidation. The Board or the liquidating trustee, as applicable, shall (i) take full account of the assets and liabilities of the Corporation, (ii) liquidate the assets (unless the Board determines, by unanimous vote, that a distribution of any Corporation property in-kind would be more advantageous to the Members than the sale thereof) as promptly as is consistent with obtaining the fair value thereof, and, (iii) subject to any reductions, set-offs, or deductions for monies then due and owing to the Corporation by any Members, apply and distribute the proceeds therefrom in the following order:

- (a) First, to the payment of the debts and liabilities of the Corporation to creditors who are neither Members nor Affiliates of Members;
- (b) Second, to the setting up of or additions to any reserves that the Board or the liquidating trustee, as applicable, may reasonably deem necessary or appropriate for any anticipated obligations or contingencies of the Corporation (including without limitation wind-up or termination costs) arising out of or in connection with the operation or business of the Corporation (except as to those obligations and contingencies as may be due to a Member or an Affiliate of a Member). Such reserves may be paid over to an escrow agent or trustee (mutually

selected by the Members), to be disbursed by such escrow agent or trustee in payment of any of the aforementioned obligations or contingencies and, if any balance remains at the expiration of such period as the Board or liquidating trustee, as applicable, shall deem advisable, shall be distributed by such escrow agent or trustee in the manner hereinafter provided;

(c) Third, to Members who are creditors, to the extent permitted by Applicable Law, in satisfaction of such debts and liabilities, and to the payment of necessary expenses of liquidation; and

(d) Thereafter, any other assets, operations and liabilities of the Corporation shall be apportioned/distributed in accordance with the Master Affiliation Agreement; provided that no such assets may be apportioned/distributed to any entity that is not, at the time of dissolution, a 501(c)(3)-Qualified Entity.

The Board or the liquidating trustee, as applicable, shall use commercially reasonable efforts to complete the liquidation of the Corporation within two (2) years after the dissolution of the Corporation, provided that such period may be extended by mutual agreement of the Members for up to four (4) additional one-year periods. The reasonable out-of-pocket expenses incurred by the Board or the liquidating trustee, as applicable, in connection with winding up the Corporation (including legal and accounting fees and expenses), all other liabilities or losses of the Corporation or the Board or the liquidating trustee, as applicable, incurred in accordance with the terms of these Bylaws and reasonable compensation for the services of the liquidating trustee shall be borne by the Corporation. Except as otherwise required by Applicable Law, neither the Board nor the liquidating trustee shall be liable to any Member or the Corporation for any loss attributable to any act or omission taken in good faith in connection with the winding up of the Corporation and the distribution of Corporation assets. The Board or the liquidating trustee, as applicable, may consult with counsel and the accountants with respect to winding up the Corporation and distributing its assets and shall be justified in acting or omitting to act, in accordance with the advice or opinion of such counsel or accountants, provided that the Board or the liquidating trustee, as applicable, shall have used reasonable care in selecting such counsel or accountants.

When the Board or the liquidating trustee, as applicable, has complied with the foregoing liquidation plan, a Board member or the liquidating trustee, as applicable, on behalf of all Members, shall execute, acknowledge and cause to be filed a Certificate of Dissolution as provided for in the Act (a “*Certificate of Dissolution*”).

9.4 Termination. The Corporation shall terminate when all of the assets of the Corporation, after payment of or due provision for all debts, liabilities and obligations of the Corporation, shall have been distributed in the manner provided for in this ARTICLE IX and the Corporation has filed a Certificate of Dissolution in accordance with the Act.

9.5 Other Effects of Dissolution. The provisions of Section 3.9(d) shall apply in the event of the dissolution of the Corporation for any reason.

ARTICLE X AMENDMENTS

The Members, by unanimous vote or unanimous consent, may from time to time amend, modify, repeal or otherwise change any provision of, or add any provision to, the Articles of Incorporation or these Bylaws; provided, that such amendments must be consistent with Section 501(c)(3) of the Code and are subject to such limitations as are or may be prescribed by Applicable Law upon a nonprofit entity organized for the purposes set forth herein, and subject to the further limitation and condition that notwithstanding any other provisions of these Bylaws, only such powers shall be exercised by the Corporation as are in furtherance of the tax-exempt purpose of the Corporation and as may be exercised by an organization exempt from federal income tax under Code Section 501(a) and as described in Code Section 501(c)(3).

ARTICLE XI RECORDS AND REPORTS; FISCAL AFFAIRS

11.1 Fiscal Year. The fiscal year of the Corporation commences on January 1 of each year and ends on December 31 of each year (the “*Fiscal Year*”).

11.2 Records and Accounting.

(a) Appropriate records and books of account of the business of the Corporation, including a list of the names, addresses, Membership Interests and Capital Contributions of all Members, shall be maintained at the Corporation’s principal place of business. Each Member and its duly authorized representatives shall be permitted for any purpose reasonably related to such Member’s Membership Interest as a member of the Corporation to inspect the books and records of the Corporation at any reasonable time during normal business hours.

(b) The books and records of the Corporation shall be kept in accordance with generally accepted accounting principles as in effect from time to time in the United States.

11.3 Audited Financial Statements. Within one hundred twenty (120) days after the end of each Fiscal Year, the President and Treasurer shall cause the Corporation to send to each Person who was a Member during such Fiscal Year, audited financial statements of the Corporation, including a balance sheet and statements of income as of the end of the Fiscal Year, which financial statements will be prepared in accordance with generally accepted accounting principles as in effect from time to time in the United States, and shall state in comparative form the figures as at the end of and for the prior Fiscal Year.

11.4 Interim Financial Statements. Within forty-five (45) days after the end of each calendar quarter, the President and Treasurer shall cause the Corporation to prepare and send to each Person who was a Member at any time during such quarter, summary financial statements of the type referred to in Section 11.3 (in summary form and not audited or otherwise reported on). The President also shall provide the Board with such periodic reports as mandated by Section 6.2(e) or as otherwise required by the Board from time to time.

11.5 Corporation Funds. All funds of the Corporation shall be deposited in its name, or in such name as may be designated by the Board, in such checking, savings, or other accounts, or held in its name in the form of such other investments as shall be designated by the Board. The funds of the Corporation shall not be commingled with the funds of any other Person. All withdrawals of such deposits or liquidations of such investments by the Corporation shall be made exclusively upon the signature or signatures of such Officer or Officers as the Board may designate.

11.6 Accountants. The Board shall annually engage a recognized firm of independent certified public accountants for the Corporation (the “*Accountants*”). The Accountants shall perform an audit of the Corporation’s financial statements for each Fiscal Year; provided, that the Board in its discretion may determine the procedures to be used in connection with any such audit. The Board shall have the authority in its discretion at any time to remove the Accountants and to select replacement Accountants and shall take into account best practices with respect to the selection and rotation of Accountants.

ARTICLE XII POWER OF ATTORNEY

12.1 Appointment; Power. Each of the Members hereby irrevocably makes, constitutes and appoints each Member’s respective appointed Board members and the liquidating trustee, if any, in such capacity as liquidating trustee for so long as he or she acts as such (each such Person the “*Attorney*”), as such Member’s true and lawful agent and attorney-in-fact, with full power of substitution, and with full power and authority to act in such Member’s name and on such Member’s behalf, to make, execute, deliver, swear to, acknowledge, file and record (in each case as applicable): (i) copies of these Bylaws, and any amendment, modification or change to these Bylaws duly approved as herein provided, including pursuant to ARTICLE X; (ii) the original Articles of Incorporation and all amendments thereto required or permitted by Applicable Law or the provisions of these Bylaws; (iii) all certificates and other instruments deemed necessary by the Board or the liquidating trustee to carry out the provisions of these Bylaws or Applicable Law, or to permit the Corporation to be treated as a tax exempt entity for federal income tax purposes; (iv) all conveyances and other instruments or documents deemed necessary by the Board or any liquidating trustee to effect the dissolution or termination of the Corporation pursuant to the provisions of these Bylaws, including a Certificate of Dissolution; (v) any certificate of fictitious name, if required by Applicable Law, for the Corporation; and (vi) such other certificates or instruments as may be required under the laws of the State of Michigan or any other jurisdiction, or by any regulatory agency, as the Board may deem necessary or advisable.

12.2 Nature of Power. The power of attorney granted pursuant to Section 12.1:

- (a) is coupled with an interest, shall be irrevocable and shall survive and shall not be affected by the subsequent incapacity of any Member;
- (b) may be exercised by the Attorney, either by signing separately as attorney-in-fact for each Member or by a single signature of the Attorney, acting as attorney-in-fact for all of them; and

(c) shall survive the Transfer by a Member of the whole or any fraction of its Membership Interest; except that, where the assignee of the whole of such Member's Membership Interest has been approved by the Board for admission to the Corporation as a Substituted Member, the power of attorney of the assignor shall survive the delivery of such Transfer for the sole purpose of enabling the Attorney to execute, swear to, acknowledge and file any instrument necessary or appropriate to effect such substitution.

12.3 Further Documents. Each Member shall execute and deliver to the Corporation within fifteen (15) days after receipt of the Board's request therefor such further designations, powers-of-attorney and other instruments as the Board reasonably deems necessary to carry out the terms of these Bylaws.

ARTICLE XIII GENERAL PROVISIONS

13.1 Notices.

(a) Except as specifically provided elsewhere in these Bylaws, all notices, requests, consents or other communications to the Corporation or to any Member hereunder shall be in writing and shall be given (i) if to the Corporation, at the address specified in Section 1.4 of these Bylaws; and (ii) if to a Member, at the Member's mailing address, email address or facsimile number set forth in the Corporation's records; or (ii) at such other mailing address, email address or facsimile number as the Corporation, or such Member, may hereafter specify by written notice to the others.

(b) Each such notice, request, consent or other communication shall be given by (i) hand delivery, (ii) first class mail, (iii) nationally recognized courier service, (iv) electronic mail, or (v) facsimile.

(c) Each such notice, request, consent or other communication shall be effective (i) if delivered by hand, when delivered at the address specified in this Section 13.1; (ii) if sent by first class mail, five days after such mailing to the address specified in this Section 13.1; (iii) if delivered by nationally recognized overnight courier service or sent by United States Express Mail, on the second following business day after delivery to such service or such mailing; (iv) if given by email, on the first business day after the email is sent; and (v) if given by facsimile or electronic mail, when such facsimile or electronic mail is transmitted to the facsimile number or e-mail address specified in this Section and the appropriate answer back or confirmation is received, except that if the facsimile or electronic mail is transmitted on a day that is not a business day, then delivery will not be deemed effective until the first business day after transmission is sent and confirmed.

13.2 Member Information. Subject to any restrictions imposed by Applicable Law, each Member agrees to furnish to the Corporation, promptly upon request, such information concerning such Member and such Member's Affiliates that is reasonably available to such Member and that the Board reasonably believes necessary in order to determine whether the Corporation is in compliance with, or to comply with filing or other requirements arising under, Applicable Laws.

13.3 Corporate Seal. The Board of Directors will provide a corporate seal, which must have inscribed the name of the Corporation and the words “Corporate Seal, Michigan.” The seal may be used by causing it or a facsimile to be impressed, affixed, or in any manner reproduced.

Adopted by the Board of Directors on February 1, 2021.