

MEMBERSHIP ACKNOWLEDGMENT

NORTHERN PHYSICIANS ORGANIZATION, INC.

This Membership Acknowledgment is executed on _____, 2011 by _____ of _____ ("Member@").

RECITALS

- A. Northern Physicians Organization, Inc. ("NPO") allows physicians to become members and participate in NPO's programs and benefits (hereinafter, "NPO Program"). The members of the program are referred to as "NPO Members". Members also have the option of becoming shareholders of NPO. Members do not have any voting rights.
- B. Member desires to participate in, and NPO is willing to permit participation in, the NPO Program so long as Member signs an acknowledgment of Member's rights and responsibilities with respect to such participation.

ACKNOWLEDGEMENT

Member acknowledges the following:

- 1. Participation in the NPO Program. Member agrees to participate in the NPO Program, which shall consist of those benefits and programs, if any, that NPO shall provide from time to time.
- 2. Payment of NPO Membership Dues. Member agrees to pay, within thirty (30) days of billing for same, such annual dues as may be assessed from time to time by NPO against the NPO Members.
- 3. Non-Assignment. Member shall not sell, assign, transfer, or otherwise convey his membership in the NPO Program. Member shall have no right in or to any of the assets of NPO by virtue of Member's participation in the NPO Program. Member is not a shareholder and does not have the right to vote.
- 4. Failure to Pay Dues. NPO has the authority to prohibit Member from participating in the NPO Program unless Member pays the dues established by the Board of Directors of NPO from time to time, and may do so upon ten (10) days' written notice to Member.
- 5. Not a Security. Member acknowledges and agrees that Member's right to participate in the NPO Program does not constitute a security within the meaning of any blue sky law, such as Michigan's Uniform Securities Act, or federal law, such as the Securities Act of 1933, as the same may be amended from time to time

6. Representations. Member represents, warrants, and agrees to the following:
 - A) I am a resident of the State of Michigan.
 - B) I am twenty-one years of age or over.
 - C) I am a health care provider currently licensed and practicing in the State of Michigan.
 - D) I understand that NPO is relying on the truth and accuracy of these representations and warranties in permitting me to participate in the NPO Program.
7. Termination of NPO Program. NPO reserves the right to terminate the NPO Member at any time in its sole discretion upon three (3) days' written notice to Member.
8. Effective Date. This Acknowledgment shall be effective as of the date set forth above.

IN WITNESS WHEREOF, Member has signed this Acknowledgment in the State of Michigan.

MEMBER:

Dated: _____, 2011

Prepared by:
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