**Business Enterprise of Advanced Radiology Services, LLC**

(BEARS)

Assignment of LLC Economic Interest

The undersigned ("Assignor") owns a membership interest ("Membership Interest'') in Business Enterprise of Advanced Radiology Services, LLC (“Company”), a Michigan limited liability company. Subject to the terms of this Assignment and the terms of the Company's Operating Agreement, as amended from time to time, Assignor transfers, assigns, and conveys to

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Trustee (or to the successor in trust), as Trustee of

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Assignee”)

all of Assignee's Membership Interest except Assignee's voting rights ("Voting Interest") with respect to the Membership Interest. Assignee shall not become a member of the Company pursuant to this Assignment. Assignee shall be entitled only to the distributions, profits, and losses to which the Assignor would be entitled and shall have no other rights in the Company. Assignor retains the Voting Interest.

Pursuant to Company's Operating Agreement, the assigned Membership Interest shall automatically revert back to Assignor upon any of the following events (unless Assignee is admitted as a new member of the Company pursuant to the terms of the Company's Operating Agreement):

1. the death of the Assignee;
2. any attempted transfer of all or any portion of the Assignee's Membership Interest by operation of law, including, without limitation, any sale or other disposition by a trustee or debtor in possession in a bankruptcy case, or a sale at any creditors' or judicial sale, or any transfer arising out of any divorce or separation proceeding; and
3. any attempted or purported sale by the Assignee of the Membership Interest.

As a condition to the Company's recognition of this Assignment on the Company's books and records, Assignor represents and warrants to the Company that Assignee is a grantor trust under Section 676 of the Internal Revenue Code of 1986, as amended.

Assignor Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\*Assignment to a trust pursuant to this document does not require unanimous consent of BEARS Managers.