

ARTICLES OF ORGANIZATION

Form 400 Revised July 1, 2002

Filing fee: \$50.00

Deliver to: Colorado Secretary of State

Business Division,

1560 Broadway, Suite 200

Denver, CO 80202-5169

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Pursuant to § 7-80-203, Colorado Revised Statutes (C.R.S.), the individual named below causes these Articles of Organization to be delivered to the Colorado Secretary of State for filing, and states as follows:

1. The name of the limited liability company is: **Total Community Care, LLC**
2. The principal place of business of the limited liability company is: **200 East 9th Avenue, Denver, Colorado 80203.**
3. The name, and the business address, of the registered agent for service of process on the limited liability company are: Name: **Total Longterm Care, Inc., 200 East 9th Avenue, Denver, Colorado 80203.**
4. Management of the limited liability company is vested in its members. The name and business address of the initial members are as follows:

Total Longterm Care, Inc.
200 East 9th Avenue
Denver, Colorado 80203

Community Care Organization, Inc.
1555 South Layton Boulevard
Milwaukee, Wisconsin 53215

5. The (a) name or names, and (b) mailing address or addresses, of any one or more of the individuals who cause this document to be delivered for filing, and to whom the Secretary of State may deliver notice if filing of this document is refused, are: **Diana M. Wendel, Esq., Sherman & Howard L.L.C., 633 Seventeenth Street, Suite 3000, Denver, Colorado 80202.**

OPTIONAL. The electronic mail and/or Internet address for this entity is/are: e-mail _____

Web site: _____

The Colorado Secretary of State may contact the following authorized person regarding this document:

Name _____ Address _____
voice _____ fax _____ e-mail _____



AMENDED AND RESTATED
OPERATING AGREEMENT
OF
TOTAL COMMUNITY CARE, LLC

This Amended and Restated Operating Agreement is made as of May 23, 2008 by the sole member of Total Community Care, LLC (the "Company") to amend and restate in its entirety that certain Operating Agreement for the Company dated July 23, 2003, and to set forth provisions for the administration and regulation of the affairs of the Company.

1. Formation. The Company was formed on July 23, 2003, by filing a Certificate of Formation with the Colorado Secretary of State pursuant to the Colorado Limited Liability Company Act (the "Act").
2. Company Name. The business of the Company will be conducted under the name "Total Community Care, LLC," or any other name or tradename determined by the Manager (defined below) in accordance with applicable law.
3. Office and Agent. The registered office of the Company will be 200 E. Ninth Avenue, Denver, Colorado 80203 and its registered agent will be Total Community Options, Inc.
4. Foreign Qualification. The Company will apply for any required certificate of authority to do business in any other state or jurisdiction where it conducts business or as otherwise required or appropriate. Unless the Manager otherwise determines, the Company's principal office will be at 200 East Ninth Avenue, Denver, Colorado 80203.
5. Term. The Company will be effective from the date its Certificate of Formation is filed with the Colorado Secretary of State and will continue in perpetuity, unless and until a dissolution occurs and Articles of Dissolution are filed with the Colorado Secretary of State.
6. Initial Member. As of May 23, 2008, the sole Member of the Company is Total Community Options, Inc. (the "Member").
7. Purpose. The Company may engage in any lawful business, subject to any provisions of law governing or regulating such business.
8. Ownership Interest. An ownership interest ("Ownership Interest") in the Company includes the holder's rights to share profits, losses and distributions, and to vote or consent with respect to any action subject to member approval, as well as all obligations imposed upon a member under the Act or this Agreement. The Member initially holds 100% of the Ownership Interests in the Company.

9. Transferees. The Member may freely transfer all or any part of such Member's Ownership Interest. The transferee will, without further act, succeed to all of the benefits and burdens of such Ownership Interest as a Member (to the extent of the interest transferred). Each transferee of an Ownership Interest becomes admitted to the Company as a member under the Act. If, after the transfer, there are two or more Members, [a] any decision by the Company reserved to the Members by this Agreement or the Act will be made by Members owning a majority of the Ownership Interests, and [b] any reference in this Agreement to the Member will be deemed to be a reference to the Members.

10. Powers. The Company has all of the powers granted to a limited liability company under the Act, as well as all powers necessary or convenient to achieve its purposes and to further its business.

11. Management. All management rights and powers are vested in the initial Member, who is the "manager" for purposes of the Act (the "Manager"). If the Member is the only member of the Company at the time that it transfers all of its Ownership Interest, the transferee will be the Manager.

12. Authority. The Manager is an agent of the Company for the purpose of its business. The act of the Manager binds the Company, including acts for apparently carrying on in the usual way the business of the Company. No third party dealing with the Company will be required to ascertain whether the Manager is acting within the scope of the Manager's authority.

13. Indemnification. The Company will indemnify the Manager to the fullest extent permitted under the Act.

14. Capital Contributions. The Member has transferred the property described on Exhibit A as its initial capital contribution to the Company. No additional contribution of capital will be required from the Member unless otherwise required by law. The Member has no obligation to restore a deficit capital account at any time (whether upon liquidation or otherwise).

15. Cash Reserves. The Manager may establish and maintain reasonable cash reserves for operating expenses (other than depreciation, amortization or similar non-cash allowances), reinvestments, capital improvements and debt service. The amount of such reserves will be as the Manager may determine.

16. Distributions. Distributions of cash or other property to the Member will be made as the Manager may determine. Distributions may be made out of profits (either current or accumulated) or capital, or both.

17. Distribution Limitation. Notwithstanding any other provision of this Agreement, the Company will not make any distribution to the Member if, after giving effect to the distribution, the liabilities of the Company (other than liabilities to the Member on account of its Ownership Interest) would exceed the fair value of the Company's assets. With respect to any property subject to a liability for which the recourse of creditors is limited to the specific property, such property will for this purpose be included in assets

only to the extent that the property's fair value exceeds its associated liability, and such liability will be excluded from the Company's liabilities.

18. Limited Liability. Except as provided by the Act, the debts, obligations, and liabilities of the Company, whether arising in contract, tort, or otherwise, are solely the debts, obligations, and liabilities of the Company, and neither the Member nor the Manager is personally obligated for any such debt, obligation, or liability of the Company solely by reason of being a member or acting as a manager of the Company. If the Member receives a distribution from the Company, the Member will have no liability under the Act or other applicable law for the amount of the distribution after the expiration of six years from the date of the distribution, unless an action to recover the distribution from the Member is commenced prior to the expiration of the six-year period and an adjudication of liability against the Member is made in such action.

19. Action without a Meeting. Any action required or permitted to be taken at a meeting of members may be taken without a meeting if the action is evidenced by the written consent describing the action taken, signed by the Member.

20. Tax Provisions. The Company is exempt from Federal income tax under §501(c)(3) of the Internal Revenue Code. As such, all of the following provisions will apply:

- a. Exempt Purposes. The Company is organized exclusively for the exempt purposes under §501(c)(3) of the Internal Revenue Code and may not carry on activities not permitted to be carried on by an organization described in §501(c)(3).
- b. Member Support. The Company is operated exclusively to further the charitable purposes of its Member.
- c. Exempt Members. All Members of the Company must be §501(c)(3) organizations or governmental units or wholly-owned instrumentalities of a state or political subdivision thereof ("governmental units or instrumentalities"). An Ownership Interest cannot be transferred to any person or entity other than an entity approved as a §501(c)(3) organization or as a governmental unit or instrumentality.
- d. Transfer of Interests. The Company, interests in the Company (other than an Ownership Interest), or its assets may only be availed of or transferred (whether directly or indirectly) to any non-Member (other than a §501(c)(3) organization or governmental unit or instrumentality) in exchange for fair market value.
- e. Dissolution. Upon dissolution of the Company, the assets devoted to the Company's charitable purposes will continue to be devoted to charitable purposes.

- f. Amendments to Certificate of Formation or Operating Agreement. Any amendments to the Company's Certificate of Formation or Operating Agreement must be consistent with §501(c)(3).
 - g. Merger or Conversion. The Company cannot merge, consolidate or be converted to an organization which is a for profit entity.
 - h. Distribution Limitations. The Company may not distribute any assets to Members who cease to be either organizations described in §501(c)(3) or governmental units or instrumentalities.
 - i. Contingency Plan. In the event any Member ceases at any time to be either an organization described in §501(c)(3) or a governmental unit or instrumentality, the Company shall undertake steps to immediately terminate the Ownership Interest of such Member, and assure that the termination of such Ownership Interest will not allow or permit any distribution of assets to such Member which would not be in accord with §501(c)(3) requirements.
 - j. Membership Rights. The Members of the Company will promptly, expeditiously and vigorously enforce all of their rights in the Company, and will pursue all legal and equitable remedies to protect their interests in the Company.
 - k. Consistent With State Law. The Company represents that all of its organizing document provisions are consistent with the laws of the state of Colorado governing limited liability companies, and are enforceable at law and in equity.
21. Fiscal Year. For income tax and accounting purposes, the fiscal year of the Company will be the same as that of the Member (unless otherwise required by the Code).
22. Accounting Method. For income tax and accounting purposes, the Company will use the same accounting method as the Member (unless otherwise required by the Code).
23. Reports. The Company books will be closed at the end of each fiscal year and statements prepared showing the financial condition of the Company and its profits or losses from operations.
24. Books and Records. The Company will keep, at its principal office in Colorado, all records required by the Act. Such records will be available for inspection and copying by the Member, at its expense, during ordinary business hours. In addition, the Member will be entitled to such information and accounting with respect to the Company as provided in the Act.
25. Banking. The Company may establish one or more bank or financial accounts and safe deposit boxes. The Manager may authorize one or more individuals to sign

checks on and withdraw funds from such bank or financial accounts and to have access to such safe deposit boxes, and may place such limitations and restrictions on such authority as the Manager deems advisable.

26. Dissolution. Dissolution of the Company will occur only upon the written consent of the Member or as otherwise provided by law. Notwithstanding the foregoing, if the Member is the only member at the time that it transfers all of its Ownership Interest in the Company, the transferee will be deemed to have been admitted and substituted as the Member and will be deemed to have elected to continue the business of the Company. Upon dissolution of the Company, the Company will file a Statement of Dissolution with the Colorado Secretary of State and will cease to carry on its business, except insofar as may be necessary for the winding up of its business. Upon completion of the winding up of its business and the distribution of its assets, the Company will file an application for withdrawal of its certificate of authority in any jurisdiction where it is then qualified to do business.

27. Liquidation. Upon dissolution of the Company and the filing of a Statement of Dissolution, the Manager will immediately proceed to wind up the business of the Company and liquidate. The Manager may settle and close the Company's business, prosecute and defend suits, dispose of its property, discharge or make provision for its liabilities, and make distributions in liquidation of the Company. Upon dissolution of the Company, the assets of the Company will continue to be devoted to charitable purposes.

28. Binding Effect. This Agreement is binding upon, and inures to the benefit of, the Member and its successors and assigns.

29. Terms. Terms used with initial capital letters will have the meanings specified, applicable to both singular and plural forms, for all purposes of this Agreement. All pronouns (and any variation) will be deemed to refer to the masculine, feminine or neuter, as the identity of the person may require. The singular or plural include the other, as the context requires or permits. The word include (and any variation) is used in an illustrative sense rather than a limiting sense.

30. Governing Law. This Agreement will be governed by, and construed in accordance with, the laws of the State of Colorado. Any conflict (or apparent conflict) between this Agreement and the Act will be resolved in favor of this Agreement except as otherwise required by the Act. Any matter not specifically covered by this Agreement will be determined as provided in the Act.

31. No Tax Advice. The Member acknowledges that any tax advice express or implicit in the provisions of this Agreement is not written or intended to be used, and cannot be used, by any taxpayer for the purpose of avoiding penalties that may be imposed on any taxpayer by the Internal Revenue Service. The Member should seek advice based on its particular circumstances from an independent tax advisor.

IN WITNESS WHEREOF, the initial Member has executed this Operating Agreement of Total Community Care, LLC, to be effective as of May 23, 2008.

MEMBER:

Total Community Options, Inc.,
a Colorado non-profit corporation

By: Maureen Hewitt

Maureen Hewitt, President and
Chief Executive Officer

**EXHIBIT A
TO
AMENDED AND RESTATED
OPERATING AGREEMENT
OF
TOTAL COMMUNITY CARE, LLC**

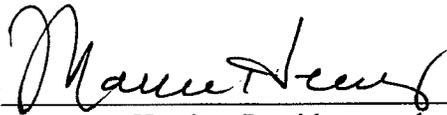
<u>Member</u>	<u>Initial Capital Contribution</u>
Total Community Options, Inc.	\$100

ASSIGNMENT OF OWNERSHIP INTEREST

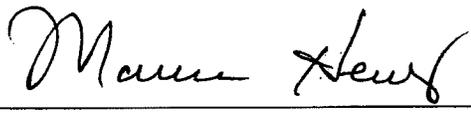
This Assignment of Ownership Interest is made as of this 23 day of May, 2008, between Total Community Options, Inc. ("TCO"), and Total Longterm Care, Inc. ("TLC").

TLC is the sole member under that certain Operating Agreement dated July 23, 2003, for Total Community Care, LLC ("TCC"), creating TCC as a limited liability company, owned and controlled by TLC. TLC desires to sell and assign, and TCO desires to acquire, all of TLC's right, title and interest in and to TCC under the Operating Agreement. Accordingly, TLC hereby assigns and transfers to TCO all of its right, title and interest in and to its membership interest in TCC and its rights, obligations, interest and agreements under the Operating Agreement. TCO hereby accepts such assignment and assumes all obligations of TLC under the Operating Agreement arising from and after the date of this Agreement.

TOTAL LONGTERM CARE, INC.

By: 
Maureen Hewitt, President and Chief
Executive Officer

TOTAL COMMUNITY OPTIONS, INC.

By: 
Maureen Hewitt, President and Chief
Executive Officer