

## ARTICLE 6 - OPTION TO REACQUIRE

6.1. Option: Expiration of Agreement. LLC shall have the option to acquire, on the expiration of any term of this Agreement (each, an "Expiration Date"), all of the stock of Unity (the "Unity Stock") subject to the terms and conditions set forth herein in Sections 6.1, 6.3, and 6.4. LLC shall give written notice to the UWS Entities of its intention to exercise this option on or before the 180<sup>th</sup> day prior to the applicable Expiration Date, but not earlier than the 210<sup>th</sup> day prior to the applicable Expiration Date and, if the UHC Joint Venture Agreement has not been terminated, then LLC shall give written notice to UHC; provided that if UHC has given notice of its option to reacquire the UHC Business as set forth in Article 6 of the UHC Joint Venture Agreement, then LLC must give written notice on or before the 150<sup>th</sup> day prior to the applicable Expiration Date, but not earlier than the 180<sup>th</sup> day prior to the applicable Expiration Date.

6.2. Option: Change in Control. LLC shall have the option to acquire, upon a Change in Control (as defined in this paragraph below), the Unity Stock as of the Scheduled Closing Date (also as defined in this paragraph below), subject to the terms and conditions in Sections 6.2, 6.3, and 6.4. UWS shall give written notice to LLC of any proposed Change in Control ("Change in Control Notice") on or before the sixtieth day prior to the closing of such Change in Control. The Change in Control Notice shall describe in reasonable detail the parties to, and the essential terms and conditions of, the Change in Control, including the proposed closing date (the "Scheduled Closing Date"), but excluding the price and any other confidential terms. LLC shall give written notice to the UWS Entities of its intention to exercise its option on or before the tenth day after the Change in Control Notice, in which case LLC's acquisition of the Unity Stock shall close on the Scheduled Closing Date. In the event that LLC fails to so notify the UWS Entities in accordance with the previous sentence, then its option set forth in this Section 6.2 shall expire, and the proposed Change in Control may proceed and close on whatever terms and conditions to which the buyer and seller may agree; provided, however, that the identity of the buyer shall be as disclosed in the Change in Control Notice, or one of its affiliates. The term "Change in Control" shall mean a sale by UWS of 50 percent or more of the voting common stock of Unity to an entity that is not, on the date of this Agreement or at anytime thereafter, an affiliate of any UWS Entity; provided, however, that any such sale shall not constitute a "Change in Control" if either (i) it occurs as a part of, or in connection with, a sale by any UWS Entity of any other Significant Affiliate or the business operated by, or substantially all the assets of, any other Significant Affiliate (as defined in the next sentence) or (ii) (A) it occurs as part of, or in connection with, the sale of any affiliate of Unity or the business or substantially all the assets of any such affiliate and (B) either (1) the GAAP net worth of Unity equals 50 percent or less of the GAAP net worth of the business being sold, including Unity, in each case as of the end of the most recent quarter or (2) the gross revenue of Unity equals 50 percent or less of the gross revenue of the business being sold, including Unity, in each case as of the end of the most recent year. "Significant Affiliate" shall mean any affiliate of Unity which has a GAAP net worth as of the most recent quarter greater than or equal to \$12 million or a Health Maintenance Organization affiliate of Unity which has a GAAP net worth as of the most recent quarter greater than or equal to \$5 million.