

EXHIBIT 11

Delaware

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The First State


I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "MI OPCO HOLDINGS, LLC", FILED IN THIS OFFICE ON THE TWENTY-SIXTH DAY OF MAY, A.D. 2015, AT 1:58 O'CLOCK P.M.

5753532 8100

150762448

You may verify this certificate online
at corp.delaware.gov/authver.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 2411104

DATE: 05-27-15

MedImpact-HCMO-000728

State of Delaware
Secretary of State
Division of Corporations
Delivered 02:08 PM 05/26/2015
FILED 01:58 PM 05/26/2015
SRV 150762448 - 5753532 FILE

CERTIFICATE OF FORMATION

OF

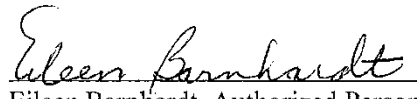
MI OPCO HOLDINGS, LLC

The undersigned, having been duly authorized to execute this Certificate of Formation pursuant to the Delaware Limited Liability Company Act, certifies as follows with respect to such limited liability company:

1. **Name:** The name of the limited liability company is MI Opco Holdings, LLC ("Company").

2. **Registered Office and Agent:** The name and business address of the Company's initial registered agent for service of process is The Corporation Trust Company, 1209 Orange Street, Wilmington, Delaware 19801, and the Company's registered office in the State of Delaware is 1209 Orange Street, Wilmington, Delaware 19801.

May 26, 2015


Eileen Barnhardt, Authorized Person

Delaware

The First State

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*I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF
DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT
COPY OF THE CERTIFICATE OF AMENDMENT OF "MI OPCO HOLDINGS,
LLC", CHANGING ITS NAME FROM "MI OPCO HOLDINGS, LLC" TO "MI
OPCO H2, LLC", FILED IN THIS OFFICE ON THE TWENTY-FOURTH DAY OF
SEPTEMBER, A.D. 2015, AT 12:43 O`CLOCK P.M.*



5753532 8100
SR# 20150249702

You may verify this certificate online at corp.delaware.gov/authver.shtml

A handwritten signature in black ink, appearing to read "JBullock", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed.

Jeffrey W. Bullock, Secretary of State

Authentication: 10145712
Date: 09-28-15

MedImpact-HCMO-000730

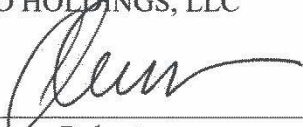
**STATE OF DELAWARE
CERTIFICATE OF AMENDMENT**

1. The name of the limited liability company is MI OpCo Holdings, LLC (the "Company").
2. The Certificate of Formation of the Company is hereby amended as follows:

"1. Name: The name of the Company is MI OpCo H2, LLC."

IN WITNESS WHEREOF, the Corporation has caused this certificate to be signed this 21st day of September, 2015.

MI OPCO HOLDINGS, LLC

By: 
Name: Aaron Roberts
Title: Secretary

State of Delaware
Secretary of State
Division of Corporations
Delivered 12:43 PM 09/24/2015
FILED 12:43 PM 09/24/2015
SR 20150249702 - File Number 5753532

MedImpact-HCMO-000731

OPERATING AGREEMENT

OF

MI OPCO H2, LLC

This **Operating Agreement** ("Agreement") is made effective as of September 29, 2015, notwithstanding the date of execution, by the sole Member of MI OpCo H2, LLC (the "Company") and sets forth provisions for the administration and regulation of the affairs of the Company:

1. **Formation.** The Company was formed on May 26, 2015, as MI OpCo Holdings, LLC, by filing a Certificate of Formation with the Delaware Secretary of State pursuant to the Delaware Limited Liability Company Act (the "Act"), and was subsequently renamed MI OpCo H2, LLC.

2. **Company Name.** The business of the Company will be conducted under the name "MI OPCO H2, LLC," or any other name or tradename determined by the Manager in accordance with applicable law.

3. **Registered Office and Agent.** The initial registered office of the Company in Delaware is located at 1209 Orange Street, Wilmington, New Castle County, Delaware 19801, and its initial registered agent is The Corporation Trust Company. The Company may subsequently change its registered office or registered agent in Delaware in accordance with the Act. After formation of the Company under the Act, the Company will apply for any required certificate of authority to do business in any other state or jurisdiction where it conducts business, as appropriate.

4. **Term.** The Company's Certificate of Formation was filed with the Delaware Secretary of State on May 26, 2015, and the Company will continue in perpetuity, unless and until a dissolution occurs and a certificate of cancellation is filed with the Delaware Secretary of State.

5. **Initial Member.** The initial sole member of the Company is MedImpact Holdings, Inc., a Delaware corporation (the "Member").

6. **Purpose.** Subject to any provisions of law governing or regulating such business, the Company may engage in any lawful business.

7. **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.

8. **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, subject to Section 10, (a) any decision by the Company will be made by members owning a majority of the Ownership Interests, (b) any profits or losses will be allocated, and any distribution will be made, to the members in proportion to their Ownership Interests, and (c) any reference in this Agreement to the Member will be deemed to be a reference to the members.

9. 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.

10. Management. All management rights and powers are vested in the Member, who will act as the initial “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 become the Manager.

11. 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.

12. Indemnification. The Company will indemnify the Manager and the Member to the fullest extent permitted under the Act but only, in the case of the Manager, to the extent that the losses, costs, expenses and liabilities for which the Manager seeks indemnification did not result from the gross negligence or willful misconduct of the Manager.

13. Capital Contributions. The Member may transfer funds or property to the Company from time to time as a capital contribution but no contributions 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). The Member is not entitled to the return of any part of its capital contributions or to be paid interest in respect of either its capital account or its capital contribution. An unrepaid capital contribution is not a liability of the Company.

14. Capital Accounts. The Company will maintain a capital account for the Member. Credits and charges to capital accounts will be made in accordance with the Company's accounting method.

15. Profits and Losses. For each fiscal year of the Company, profits or losses of the Company will be an amount equal to the Company's income or loss determined in accordance with the Company's accounting method. Any such profits or losses (including items of income, gain, loss and deduction for each fiscal year) will be allocated to the Member.

16. Cash Reserves. The Manager may establish and maintain reasonable cash reserves for any reason consistent with the purpose of the Company, including for operating expenses, capital improvements and debt service. The amount of such reserves will be as the Manager may determine.

17. **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.

18. **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 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.

19. **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 Manager nor the Member 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 to return such distribution except to the extent required under the Act or by other applicable law and except to the extent that the distribution was made by mistake.

20. **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.

21. **Tax Status.** As provided in the tax regulations under § 7701 of the Internal Revenue Code, for federal income tax purposes the Company will be disregarded as an entity separate from its owner as long as it has only one member. At any time that the Company has two or more members, the Company will be treated as a partnership for federal income tax purposes. The Company will not elect to be classified as an association for federal income tax purposes unless this Agreement is amended to provide specifically for such an election. To the extent possible, similar provisions with respect to income tax status will apply for state and local tax purposes.

22. **Fiscal Year.** For income tax and accounting purposes, the fiscal year of the Company will be the same as that of the initial Member (unless otherwise required by the Code).

23. **Accounting Method.** For income tax and accounting purposes, the Company will use the same accounting method as the initial Member (unless otherwise required by the Code).

24. **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. The Manager will provide the Member with information sufficient to permit the Member to prepare and file all necessary federal and state income tax returns for the Company and any other reports requested by the Member.

25. Books and Records. The Company will keep, at its principal office, 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.

26. 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.

27. Dissolution. The Company will dissolve and its affairs will be wound up on the first to occur of the following:

- (a) the written consent of the Member;
- (b) the expiration of the period fixed, if any, for the duration of the Company set forth in its Certificate of Formation; or
- (c) entry of a decree of judicial dissolution of the Company under the Act.

28. Liquidation and Termination. On dissolution of the Company the Member, or such person as may be appointed by the Member, will be the liquidator. The liquidator will proceed diligently to wind up the affairs of the Company and make final distributions as provided herein and in the Act. The costs of liquidation will be borne as a Company expense. Until final liquidation, the liquidator will continue to operate the Company properties with all of the power and authority of the Member and a manager. The steps to be accomplished by the liquidator include the following:

- (a) as promptly as possible after dissolution and again after final liquidation, the liquidator will make or cause to be made a proper accounting of the Company's assets, liabilities, and operations through the last day of the calendar month in which the dissolution occurs or the final liquidation is completed, as applicable;
- (b) the liquidator will cause any notices required under the Act to be mailed to each known creditor of and claimant against the Company in accordance with the Act;
- (c) the liquidator will pay, satisfy or discharge from Company funds all of the debts, liabilities and obligations of the Company (including, without limitation, all expenses incurred in liquidation and any advances described in Section 33) or otherwise make adequate provision for payment and discharge thereof (including, without limitation, the establishment of a cash escrow fund for contingent liabilities in such amount and for such term as the liquidator may reasonably determine); and
- (d) all remaining assets of the Company will be distributed to the Member.

All distributions in kind to the Member will be made subject to the liability of each distributee for costs, expenses, and liabilities theretofore incurred or for which the Company has committed

prior to the date of liquidation with respect to such in-kind distribution, and those costs, expenses, and liabilities will be allocated to the distributee pursuant to this Section 28. The distribution of cash or property to the Member in accordance with this Section 28 constitutes a complete return to the Member of its capital contributions, a complete distribution to the Member in respect of its Ownership Interest, and a complete return of all the Company's property and constitutes a compromise.

29. Certificate of Cancellation. On completion of the distribution of Company assets as provided herein, the Company is terminated, and the Manager (or such other person or persons as the Act may require or permit) will file a certificate of cancellation with the Secretary of State of Delaware, cancel any other filings to do business in any jurisdiction made pursuant to this Agreement, and take such other actions as may be necessary to terminate the Company.

30. Binding Effect. Subject to any restrictions on transfers set forth in this Agreement, this Agreement is binding upon, and inures to the benefit of, the Member and its successors and assigns. All of the provisions of this Agreement, including any relating to contribution rights or obligations, will inure solely to the benefit of the Member and the Company, without conferring on any other person, entity or governmental authority any rights of enforcement or other rights.

31. 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.

32. Governing Law. This Agreement will be governed by, and construed in accordance with, the laws of the State of Delaware, EXCLUDING ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR THE CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION. 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.

33. Advances by Member. If the Company does not have sufficient cash to pay its obligations, the Member, at its sole discretion, may agree to advance all or part of the needed funds to or on behalf of the Company. An advance described in this Section 33 constitutes a loan from the Member to the Company, bears interest at the rate agreed to with the Company at such time, from the date of the advance until the date of payment, and is not a capital contribution. Upon the Member's request, the Company will execute and deliver to the Member a promissory note setting forth the terms and conditions of any advance.

34. Amendment. This Agreement may be amended or modified from time to time only by a written instrument executed by the Member.

The initial **Member** has signed this **Operating Agreement** of MI OPCO H2, LLC to be effective upon formation of the Company, notwithstanding the actual date of signing.

MEDIMPACT HOLDINGS, INC.,
its sole member and manager



By: _____
Name: Dave Wheeler
Title: Chief Financial Officer