

PACKARD COMMUNITY CLINIC

February 4, 2008

Catherine Wilkerson, M. D.
1405 Culver Rd.
Ann Arbor, MI 48103

Re: Separation Agreement and Release

Dear Catherine:

Together with this letter we are providing you with four copies of a proposed Separation Agreement and Release (the "Agreement") between you and Packard. Packard is here by offering to enter into the Agreement, but this offer is conditioned as follows. The Agreement must be accepted in accordance with its terms. In addition, between your receipt of this letter and the Agreement and the time it becomes effective, you must (1) refrain from disclosing any confidential or proprietary facts or information about Packard to any person, firm, association, corporation or agency, (2) refrain from making any comment that is defamatory, disparaging or otherwise critical of Packard, its management, employees, officers or operations, or that would otherwise tend to have an adverse effect upon the reputation of Packard or any officer or employee thereof, and (3) refrain from providing an explanation for your departure from Packard other than one which says, in substance, that you and Packard mutually felt that it was time to end the employment relationship. Any actions taken by you inconsistent with these conditions shall automatically render our offer null and void, without any further action on our part. It may not thereafter be accepted by you.

Please note that you may, but need not, take 21 days to consider entering into this Agreement and that you should consult with counsel of your choice before doing so. Note further, pursuant to Section 15 of the Agreement, that if you wish to accept it, three signed originals must be returned to Kim or me by the close of business on the 21st day following your receipt of this Agreement.

Let us know if you have questions regarding the Agreement. If you prefer, we can put your attorney in touch with our attorney.

PACKARD COMMUNITY CLINIC, INC.
a Michigan nonprofit corporation

By: _____


Raymond Rion, M.D.
Medical Director

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Ph: 734-971-1073 Fax: 734-971-8545
www.packardcommunityclinic.org

EXHIBIT "A" TO SEPARATION AGREEMENT AND RELEASE

SCOPE OF RELEASE

This Release of all claims, as part of the Separation Agreement, is intended and understood by all parties to release all claims, without limitation. The list set forth below is a representative sample of the types of employment-related claims being released but is not intended to be a complete list.

Federal Law: Title VII of the Civil Rights Act of 1964 (race, color, religion, national origin or sex); the 1991 Civil Rights Act; the Age Discrimination in Employment Act of 1967 (age); the Older Workers Benefit Protection Act ("OWBPA") (age); the Vocational Rehabilitation Act of 1973 (handicap); The Americans with Disabilities Act of 1990 (Handicap); 42 U.S.C. Section 1981, 1986 and 1988 (race); the Employee Retirement Income Security Act (ERISA) (pension and employee benefits); the Equal Pay Act of 1963 (prohibits pay differentials based on sex); the Immigration Reform and Control Act of 1986; Executive Order 11246 (race, color, religion, sex or national origin); Executive Order 11141 (age); Vietnam Era Veterans Readjustment Assistance Act of 1974 (Vietnam era veterans and disabled veterans); the Federal Railroad Safety Act (45 U.S.C. Section 421 *et seq.* (suits for breach of the Collective Bargaining Agreement); the Fair Labor Standards Act (minimum wage and overtime pay); the Labor Management Relations Act (rights protected by the National Labor Relations Board); the Occupational Safety and Health Act (safety matters); the Family and Medical Leave Act of 1993; the Worker Adjustment and Retraining Act ("WARN") (notification requirements for employers who are curtailing or closing an operation); and Federal common Law.

Michigan Law: The Elliott-Larsen Civil Rights Act (race, color, religion, national origin, age, sex, marital status, height and weight); the Michigan handicappers' Civil Rights Act (handicap); the Michigan Wage Payment Act (MCLA) Section 408.471 (wages and benefits); the Polygraph Protection Act of 1981 (restrictions on the use of polygraphs); the Michigan Whistleblower's Protection Act (MCLA) Section 15.361); the common law of the State of Michigan; tort; breach of express or implied employment contract; wrongful discharge; workers' compensation retaliation; tortious interference with contractual relations and loss of consortium.

EXHIBIT "B" TO SEPARATION AGREEMENT AND RELEASE

PROPOSED CLINICAL REFERENCE

I am happy to write an outstanding clinical reference for Dr Catherine Wilkerson. I have worked with her for five years both as a peer and as a supervisor. Her practice at Packard has included adult care, acute care, gynecology, acute pediatric care, and some minor procedures. Dr Wilkerson is a very hard working and dedicated physician. She provides excellent care for a complex group of both medically needy and socially needy patients. Her attendance is excellent. She dictates thorough notes that are completed in a timely fashion. She has an excellent fund of medical knowledge. She will use online resources as necessary during patient care to augment her knowledge. She has productive and respectful interpersonal relationships with support staff and peers. She has developed a loyal patient following and has many patients who request to see her on an ongoing basis.

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Medical Director