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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas
Milton G. Kimpson, Circuit Court Judge
Daniel Coble, Circuit Court Judge
L. Casey Manning, Circuit Court Judge

Appellate Case No. 2025-001024
Case No. 2019-CP-40-04452

Anesthesiology Professionals of)
Columbia, LLC,)
Respondent,)
v.)
Lifepoint Health d/b/a Providence Health)
and Providence Hospital LLC,)
Appellants.)

**REPLY IN SUPPORT OF MOTION TO STAY PENDING DISCOVERY CONCERNING
RESPONDENT'S CERTIFICATE OF TERMINATION**

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INTRODUCTION

While the parties to this appeal do not agree on many issues, one thing that both parties do agree on is that the lower court must address the pending motion to confirm based on Anesthesiology Professionals of Columbia, LLC's ("APC") termination as an entity in January 2020. (See Respondent's Reply, p 2.) There is a roster meeting set for July 30 in Richland County at which time the lower court will presumably set out a schedule for resolution of the pending motion to confirm related to APC's January 2020 termination of existence and its purported attempt to "correct" this termination. Given the impact of that ruling on the rights of the parties and even the necessity of this appeal, it would make no sense to proceed forward with this appeal until that issue is fully developed and decided by the lower court.

ARGUMENT

While APC, in its opposition, acknowledges that the lower court must rule on the pending motion to confirm and APC's existence as a legal entity, it attempts to argue that there is no question that APC has rescinded its termination because the original Articles of Termination were improperly filed. APC's opposition states that the member who filed the Articles of Termination had previously dissociated himself from APC. As a result, APC claims that the Articles of Termination could not be effective. This argument ignores three critical facts.

A. Dr. Gondi filed the Articles of Termination as a manager, not as a member.

On its face, Dr. Gondi filed the Articles of Termination not as a member as APC suggests, but as a manager. That is clearly indicated on the filing where he checked the box marked manager to indicate his position. (See Exhibit 1 to Appellants' Opposition to Motion to Dismiss and Motion for Stay Pending Discovery Concerning Respondent's Certificate of Termination.) APC has presented no evidence or argument explaining why Gondi could not submit the Articles of

Termination on behalf of APC as a manager. In fact, APC completely ignores the fact that Gondi filed the Articles as a manager. The Court below will have to take evidence to determine what authority Gondi had as a manager at the time of filing and whether the other members approved, authorized, or ratified his actions in filing the Articles of Termination. Until that happens, no decision can be made on whether APC still exists.

B. Under the Operating Agreement of APC, Dissociation Does not Terminate A Member's Rights or Status as a Member.

In arguing that Gondi had no right to file the Articles of Termination because he had previously filed a Statement of Dissociation, APC ignores the language of its own Operating Agreement in making its argument. In fact, the Operating Agreement of APC specifically provided that a member retains all rights as a member despite any dissociation. Under APC's Operating Agreement, Section 10.2 entitled "Effect of Member's Dissociation" clearly states as follows:

A Dissociating Member does not cease to be a Member by reason of his Dissociation. . . . The parties waive any right that they may have to assert that the ACT or any other provision of law supersedes or modifies the provisions of this Agreement relating to the cessation of a Member's participation in the Company, withdrawal, or Dissolution.

(See Exhibit 1, Operating Agreement of Anesthesiology Professionals of Columbia, LLC, p. 22.)

As a result, APC is simply wrong when it asserts that the Articles of Termination were a nullity because Dr. Gondi had filed a Statement of Dissociation which meant he was no longer a member of APC. The Operating Agreement makes clear that dissociation, by itself, had no impact on Dr. Gondi's membership status and rights. Further discovery and evidence will be needed in the lower court to determine Dr. Gondi's membership status and authority and basis for filing the Articles of Termination.

C. The Articles of Correction are Not Automatically Retroactive.

APC's argument that the Articles of Correction are automatically retroactive ignores the language of the limited liability company act. While APC cites the appropriate section of the statute (S.C. Code Ann. Section 33-44-207(c)) regarding retroactive effect of Articles of Correction, APC ignores the language of section (c) which makes clear that articles of correction are effective retroactively on the effective date of the record they correct **except** as to persons adversely affected by the correction. As Appellants would clearly be adversely affected by an unexplained reincarnation of APC five years after its termination and well after all the relevant proceedings occurred in the lower court, the lower court will have to consider whether this adverse effect prevents the retroactive effective date of the Articles of Correction. To the extent that the lower court so decides, the Articles of Correction will not have retroactive application and all the proceedings below (including those at issue in this appeal) would be a nullity and the present appeal would be unnecessary.

CONCLUSION

Based on the foregoing, and in the interest of judicial efficiency, Appellants respectfully request that this Court stay this appeal until such time as the Richland County Court of Common Pleas issues a decision on the pending motion to confirm arbitration award.

July 18, 2025

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Exhibit 1

THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION AS PROVIDED HEREIN AND PURSUANT TO SOUTH CAROLINA CODE ANN. §15-48-10, ET. SEQ.

**Operating Agreement
of
Anesthesiology Professionals of Columbia, LLC**

THIS OPERATING AGREEMENT (“Agreement”) is made and entered into as of the 6th day of March, 2014, by and among Gandhi Gondi, Gokul Gondi, and Timothy Fengler (collectively referred to as the “members” and individually as a “Member”) and Anesthesiology Professionals of Columbia, LLC (“Company”).

WITNESSETH:

WHEREAS, the Company has been formed as a limited liability company under South Carolina law for the limited purposes hereinafter set forth; and

WHEREAS, the Members wish to adopt this Agreement as the operating agreement of the Company.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Members and the Company covenant and agree as follows:

**ARTICLE I
Definitions**

1.1 Definitions. Whenever used in this Agreement, or any amendment hereof, the following terms shall have the meanings set forth below:

- (a) **“Act”** shall mean the South Carolina Uniform Limited Liability Company Act of 1996, Sections 33-44-101 et seq. of the Code of Laws of South Carolina (1976), as amended, and any corresponding provisions of future laws.
- (b) **“Agreement”** shall mean this Operating Agreement, together with any amendments hereto.
- (c) **“Articles of Organization”** shall mean the Articles of Organization filed with the South Carolina Secretary of State by which the Company was organized as a South Carolina limited liability company pursuant to the Act, together with any amendments thereto.
- (d) **“Capital Account”** shall mean the account established and maintained for each Member on the books of the Company pursuant to ARTICLES VII and VIII hereof.

- (e) **“Capital Contribution” or “Contribution to Capital”** shall mean the amount of cash and net fair market value (at the time of the contribution) of any property contributed to the Company by or on behalf of a Member.
- (f) **“Code”** shall mean the Internal Revenue Code of 1986, as amended, and any corresponding provisions of future laws.
- (g) **“Company”** shall mean **Anesthesiology Professionals of Columbia, LLC**.
- (h) **“Company Liability”** shall mean any enforceable debt or obligation for which the Company is liable or which is secured by any Company Property.
- (i) **“Company Property”** shall mean any and all property, real, personal, tangible and intangible, either contributed by a Member as capital, transferred to, or otherwise acquired by the company.
- (j) **“Control” or “Controlled”** shall mean with respect to any legal entity, the actual or constructive ownership of more than fifty (50%) percent of all the voting rights in the entity, determined using the constructive ownership rules under Section 318 of the Code, regardless of whether the legal entity in question is a corporation or other legal entity.
- (k) **“Disinterested”** shall mean with respect to any Member, a Member who (1) is not a party to a particular transaction or other undertaking, (2) has no material financial interest in any organization that is a party to that undertaking, and (3) is not a Family member of any Person who is either a party to that undertaking or has a material financial interest in any organization that is a party to that undertaking.
- (l) **“Dissociation”** shall mean only the action of a Member deemed to be a Dissociation by the Member pursuant to ARTICLE X, and shall not have the meaning given it in the Act.
- (m) **“Financial Rights”** shall mean the right to share in the Profits and Losses of the Company and the right to share in distributions.
- (n) **“Losses”** shall mean the losses of the Company as determined under ARTICLE VIII hereof.
- (o) **“Member”** shall mean the parties to this Agreement from time to time.
- (p) **“Membership Share”** shall mean all of the rights of a Member under this Agreement and under the Act, including, but not limited to, a Member’s Financial Rights and Voting Rights.
- (q) **“Person”** shall mean an individual, general partnership, limited liability company, limited liability partnership, limited partnership, trust, estate, corporation, custodian, trustee, executor, personal representative, legal representative, administrator,

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nominee or any other entity or person, and any individual or entity acting in a representative capacity.

(r) **“Profits”** shall mean the profits of the Company as determined under ARTICLE VIII hereof.

(s) **“S.C. Code”** shall mean the Code of Laws of South Carolina (1976), as amended.

(t) **“Voting Rights”** shall mean the right of a Member to vote on any matter as provided in this Agreement or under the Act. Any reference to a Member’s Voting Rights shall mean the percentage the percentage of Voting Rights in the Company held by the Member.

(u) **“Voting Rights in the Company”** shall mean the Voting Rights held by the Members, collectively. Unless otherwise specifically provided herein, reference to a percentage of Voting Rights in the Company shall mean a percentage of the total Voting Rights held by all the Members.

ARTICLE II

Formation, Purposes and Powers

2.1 Formation. The parties to this Agreement hereby agree to and adopt the terms and conditions set forth in this Agreement as the operating agreement of the Company. The Company shall exist under and be governed by the provisions of the Act, except as otherwise provided or modified by the Articles of Organization or this Agreement. The Company shall exist only for the purposes specified in this Agreement and shall not be deemed to create a partnership, joint venture, or any other relationship between the Members

2.2 Name. The name of the Company shall be **Anesthesiology Professionals of Columbia, LLC**. The Company’s name may only be changed by an amendment to the Articles of Organization.

2.3 Article of Organization. The Articles of Organization have been filed with the South Carolina Secretary of State, and the Company shall remain in compliance with all applicable provisions of the Act necessary to maintain its existence as a South Carolina limited liability company.

2.4 Designated Office. The Company shall maintain a designated office in South Carolina in accordance with the Act. The designated office shall be at the address set forth in the Articles of Organization.

2.5 Registered Agent and Address. The registered agent for service of process on the Company and the street address of the registered agent for service of process on the Company shall be the Person and address set forth in the Articles of Organization.

2.6 Purpose. The character of business of the Company shall be to render medical and anesthesiology services and all services ancillary to such services which are permitted or authorized by the applicable licensing authority. The Company is further authorized to:

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- (a) accomplish any lawful purpose whatsoever or which shall at any time appear conducive to or expedient for the protection or benefit of the Company and its assets;
- (b) to exercise all other powers necessary to or reasonably connected with the Company's business which may be legally exercised by limited liability companies under the Act; and
- (c) to engage in all activities necessary, customary, convenient, or incident to any of the foregoing.

2.7 Term. The Company shall continue until it is dissolved in accordance with the provisions of this Agreement or the Act.

2.8 Powers. Subject to the provisions of this Agreement, the Company shall have the same powers as an individual to do all things necessary or convenient to carry on its business and affairs, including the power to:

- (a) Sue and be sued, and defend in its name;
- (b) Purchase, receive, lease, or otherwise acquire, and own, hold, improve, use, maintain, manage, operate and otherwise deal with property of any kind, real, personal, tangible and intangible, or any legal or equitable interest in property, wherever located;
- (c) Sell, convey, mortgage, grant a security interest in, lease, exchange, and otherwise encumber or dispose of all or any part of its property;
- (d) Purchase, receive, subscribe for, or otherwise acquire, own, hold, vote, use, sell, mortgage, lend, grant a security interest in, or otherwise dispose of and deal in and with, shares or other interest in or obligations of any other entity;
- (e) Make contracts and guarantees, incur liabilities, borrow money, issue its notes, bonds, and other obligations, which may be convertible into or include the option to purchase other securities of the limited liability company, and secure and of its obligations by a mortgage on or a security interest in any of its property, franchises, or income;
- (f) Lend money, invest and reinvest its funds, and receive and hold real and personal property as security for repayment;
- (g) Be a promoter, general partner, member, associate, or manager of any partnership, joint venture, trust, or other entity, but only if the entity is engaged solely in rendering professional services;
- (h) Conduct its business, locate offices, and exercise the powers granted by this Agreement and the Act within or without the State of South Carolina;
- (i) Appoint officers, employees, and agents of the Company, define their duties, fix their compensation, and lend them money and a credit;

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(j) Pay pensions and establish qualified and non-qualified retirement plans, bonus plans, option plans, and benefit or incentive plans for any or all of its current or former Members, officers, employees, and agents, if otherwise permitted by law;

(k) Make donations for the public welfare or for the charitable, scientific, or educational purposes;

(l) Make payments or donations, or do any other act, not inconsistent with law, that furthers the business of the Company;

(m) Perform any act and execute and deliver any documents required by any governmental authority; and

(n) Perform any and all other acts or activities customary, incidental necessary or convenient to the purposes and powers enumerated herein.

2.9 Construction. Unless otherwise required by law, if and to the extent the provisions of this Agreement conflict with the Act, this Agreement shall control. If and to the extent the provisions of this Agreement do not conflict with the Act, the Act shall Control.

2.10 Insurance Requirements. If the Company renders professional services within the meaning section 33-19-103(7) of the S.C. Code, the Company shall acquire and maintain such additional insurance or segregated funds as may be required by the applicable licensing authority.

ARTICLE III Membership and Capitalization

3.1 Members. Each Member's initial Capital Contribution, Financial Rights and Voting Rights are shown on **EXHIBIT A** attached hereto.

3.2 Certificates of Membership Share. The Company shall have the power to issue certificates of Membership Share in registered form representing ownership of an interest in the company ("Certificates"). The Company shall replace any mutilated, lost, stolen or destroyed Certificates on proper identification, indemnity satisfactory to the Company and payment of any charges incurred in the replacement. On a return of all or any portion of the capital of the Company contributed by a member holding a Certificate, the Member shall surrender the Certificate or Certificates for appropriate adjustment prior to receipt of his or her capital contribution.

3.3 Admission of New Members. Notwithstanding anything herein to the contrary, no Person may become a Member in the Company unless such Person would be a "Qualified Person" within the meaning of section 33-19-103(8) of the S.C. Code.

Additional Members (including transferees) may be admitted to the Company only with the approval of those Members who own **One Hundred (100%)** percent of the Voting Rights in the Company and in accordance with **EXHIBIT B** attached hereto.

Except as otherwise provided in the next paragraph, no creditor of a Member who obtains any portion of a Membership Share by charging order pursuant to the Act, or otherwise, or any Person,



including any creditor, receiver, or Bankruptcy estate that obtains any rights in the Company by reason of a security interest, pledge or the filing of an action for foreclosure, bankruptcy, receivership, divorce, or any similar proceeding may become a Member in the Company without the unanimous written consent of the Members, obtained after the transfer.

Notwithstanding anything herein to the contrary, if at any time the Company has only one Member, and if that Member's entire Membership Share, or all of that Member's Financial Rights, are transferred voluntarily by the Member by sale, exchange or gift, or involuntarily by reason of the Member's death, incompetence, insolvency, bankruptcy, or dissolution, the transferee(s) of such Membership Share or Financial Rights shall automatically become full Member(s) of the Company.

3.4 Transferee of Membership Share Admitted as a Member. Upon the Transferee(s) of a transferor Member's entire membership share or all of the transferor Member's Financial Rights in the Company becoming Member(s), the transferor ceases to be a Member.

3.5 Transferee of Membership Share not Admitted as a Member. If the transferee of all or any part of a Membership Share is not admitted as a member, he shall be entitled to retain the Financial Rights transferred to him but he shall not have any Voting Rights and shall not be entitled to participate in the management of the Company or to exercise any other rights of a Member. The transferee is subject to any claims or offsets the Company has against the transferor, regardless of whether those claims or offsets exist at the time of the transfer or arise afterwards. An amendment to this Agreement may change the rights of a transferee, even if the amendment is made after the transfer. A transferee who is not admitted as a Member shall not have the right to seek a judicial determination that is equitable to dissolve and wind up the Company's business under the Act. The transferor continues to be a Member, entitled to all the rights of a Member, other than the rights transferred.

Notwithstanding anything herein to the contrary, a transferee who is not admitted as a Member shall not be entitled to receive any distributions from the Company until such transferee delivers to the Company the transferee's federal and state tax identification numbers, and/or social security number, current legal addresses and telephone number, and such other information as the Company may reasonably require.

3.6 Redemption of Member's Financial Rights Subjected to Charging Order. In the event a Member's Financial Rights are subjected to a charging order under Act, the Company may redeem the Member's Financial Rights so charged, with company property, at any time prior to foreclosure of said Financial Rights in accordance with the Act. Nothing in this Section shall be constructed as affecting or limiting the rights of the judgment debtor and the other Members to redeem any Financial Rights subjected to a charging order with their own property in accordance with the Act.

3.7 Power of Attorney. Any Member may give another Member power of Attorney to act for or to execute documents in the name of such Member, provided the Member giving such power of attorney delivers a copy of the power of attorney to the Company. Any such power of attorney may be changed or revoked at any time by the Member who gave such power by giving written notice of its change or revocation to the Company.

3.8 Mandatory Capital Calls. Upon the vote of One Hundred (100%) percent of the Voting Rights in the Company, the Company may make a mandatory capital call, in whatever amount deems

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appropriate, by giving notice to all the Members of the amount each required to contribute to the Company's capital. Any additional capital shall be contributed by the Members in the same ratio as each Member's Financial Rights bears to the total of all the Financial Rights in the Company. Solely for purposes of this Section, a Member who has transferred his financial Rights, but whose transferee has not become a member, shall be deemed to hold the Financial Rights so transferred.

If any Member fails to make his required Capital Contribution within fifteen (15) days after notice of a mandatory capital call ("Defaulting Member"), each Member who has made his required Capital Contribution pursuant to this Section may make an additional Contribution to Capital equal to such Member's proportionate share of the Defaulting Member's required contribution. The Members shall have five (5) days to make such additional Contributions to Capital. Any Member that makes additional Capital Contributions hereunder to the Company shall have his Membership Share increased so that, when compared to all other Member's Capital Contributions, it is equal to a fraction, the numerator of which is the sum of such Member's Capital Contributions to the Company and the denominator of which is the sum of all Capital Contributions to the Company made by all Members. The Membership Share of the Defaulting Member and each Member that elects not to make an additional Capital Contribution to the company shall be reduced accordingly.

If any Member fails to make his required Capital Contribution within fifteen (15) days after notice of a mandatory capital call ("Defaulting member") and the remaining members have chosen not to make additional capital Contributions as provided for herein before, the amount which the Defaulting Member fails to contribute shall be considered a loan made by the Company to the Defaulting Member ("Deficit Loan"). A Defaulting Member's Deficit Loan shall be payable on demand of the Company as well as out of any distributions from the Company otherwise payable to the Defaulting Member. Said loan shall bear interest, per annum, at the rate of two (2%) percent above the prime rate as published in the *Wall Street Journal* at the date of the loan or, if greater, the rate of interest applicable under Section 1274 of the Code, adjusted each January 1 the Deficit Loan is outstanding. The Defaulting Member shall not be entitled to receive any distributions from the Company until the Deficit Loan of the Defaulting Member has been paid in full.

The Defaulting Member Hereby grants to the Company a security interest in his Membership Share to the extent of the Defaulting Member's Deficit Loan. If the Defaulting member fails to satisfy his Deficit Loan within ten (10) days after the Company's demand for payment, the Defaulting Member Shall forfeit his Membership Share, to the extent of any unpaid obligations. The other Members shall not be required to make any additional Capital Contributions by reason of the Defaulting Member's forfeiture. To the extent a Defaulting Member's Deficit Loan remains unsatisfied, the Deficit Loan of the Defaulting Member shall be a personal debt obligation of the Defaulting Member, and the Company may resort to any available legal or equitable remedy to enforce said obligation.

3.9 Representation and Warranties of Members. Each Member hereby represents and warrants to the Company and each other Member, and covenants with the company and each other Member that:

- (a) the Member is acquiring such Member's Membership Share in the Company for the Member's own account as an investment and without an intent to distribute the Membership Share;

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(b) the Member acknowledges that such Member's Membership Share has not been registered under the Securities Act of 1993 or any state securities laws;

(c) the Member acknowledges that such Member's Membership Share is subject also to the restrictions on transfer contained in this Agreement and the Act, and may not be resold or transferred by the Member without appropriate registration under applicable security laws or the availability of an exemption from such requirements and compliance with the restrictions herein;

(d) such Member's Membership Share is not transferrable under any circumstances to a Person who is not a bona fide resident of the State of South Carolina for a period of not less than nine (9) months after the completion of the offering in which such Member acquired his Membership Share;

(e) the financial capacity of the member is such that the investment in the Company is not material to the Member's total financial capacity, and the Member has the financial ability to bear the economic risk of the investment and has means for providing for the Member's current needs and personal contingencies and has no need for the liquidity with respect to the Member's investment in the Company;

(f) the Member has such knowledge and experience in financial and business matters that the Member is capable of evaluating the merits and risks of investment in the company, understands that investment in the Company constitutes a speculative investment with substantial market, operational, competitive, management, economic, tax, interest rate, and other risks, has evaluated the risks associated with investment in the Company **AND HAS HAD OPPORTUNITY TO SEEK THE ADVICE OF THE MEMBER'S OWN INDEPENDENT LEGAL COUNSEL AND OTHER INDEPENDENT EXPERTS REGARDING THE TRANSACTION AND THIS AGREEMENT.**

(g) the Member acknowledges that, to the best of the Member's knowledge, the purchase of the Member's Membership Share in the Company was not solicited by the use of general advertising or solicitation, and that no brokerage or similar commission was paid to anyone relating to the Member's acquisition of an interest in the Company;

(h) the Member has been given sufficient opportunity to ask questions, and receive answers with respect to the Company concerning the terms and conditions of the Member's investment and has been given the opportunity to obtain such additional information necessary to verify the accuracy of the information provided to such Member in order for the Member to evaluate the merits and risks of investment in the Company;

(i) in the event such member is not a natural person, the Member is duly organized, validly existing and in good standing under the laws of the state of its formation and has full power to carry on its business and to own and operate its properties and assets as presently owned and operated;

(j) such Member has taken all action necessary to approve and authorize the execution of this Agreement and to consummate the transaction contemplated hereby; and

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(k) when executed and delivered, this Agreement shall constitute the valid and binding obligations of the Member, enforceable in accordance with its terms and conditions.

The inclusion of the foregoing does not constitute an acknowledgment that an interest in the Company is a security under applicable law, and the Company reserves the right to contest whether an interest in the Company constitutes a security.

3.10 Indemnification. Each Member shall and does hereby agree to indemnify and hold harmless the Company and the other Members from any and all liabilities, losses, costs, damages or expenses (including, without limitation, the costs of litigation and reasonable attorneys' fees) arising out of, or resulting from, or in any way related to the misrepresentation or breach of any representation or warranty of such Member set forth in this Agreement.

3.11 Responsibility for Professional Services.

(a) Each individual who renders professional services as an employee or Member of the Company is liable for a negligent or wrongful act or omission in which he personally participates to the same extent as if he rendered the services as a sole practitioner. An employee or Member of the Company is not liable, however, for the conduct of other employees or Members of the Company unless he is at fault in appointing, supervising, or cooperating with them.

(b) The Company shall be liable to the same extent as its employees and Members if such employees and Members perform professional services within the scope of their employment or of their apparent authority to act for the Company.

(c) Except as otherwise provided by this Agreement and by law, the personal liability of a Member of the Company is no greater in any respect than the liability of a shareholder of a corporation incorporated under the South Carolina Business Corporation Act, Sections 33-1-101 et seq. of the S.C. Code.

3.12 Compensation Agreement. The Members shall have the authority to approve reasonable compensation for any Member for the services actually rendered to this Company as an employee of the Company in accordance with the Compensation Agreement attached as **EXHIBIT C. All of the Member's employee base salary, bonus formula, hours, vacation time, and all other benefits shall be equal.** If a Member ceases to be a Member of the Company but continues as an employee that shall not affect or change the terms, conditions, of provisions of the Compensation Agreement or their Employment Agreement. If the Members are to be an employee of the Company they agree to enter into a written Employment Agreement with the Company which shall be approved by the Company and shall include, but will not be limited to, covenants not to compete, covenants of loyalty, non-solicitation, covenants not to disparage, covenants not to solicit, confidentiality, and similar clauses design to protect the Company's business endeavors. Notwithstanding any language herein to the contrary, the Company may condition membership on employment with the Company such that a separation from employment would require the surrender of ownership.

**ARTICLE IV
Member Meetings**

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4.1 Place of Meetings. All meetings of the Members shall be held at the Company's principal place of business or at a location approved by the Members in accordance with this Agreement.

Meetings of the Members, for any purpose or purposes, unless prescribed by statute or by the Articles of Organization of the Company, shall be held when requested by any Member in writing and when are reasonably convenient to the Members. Any Meeting shall take place at the the Company's principal place of business beginning at 9:00 AM EST, or at any other time and place as the all the Members may decide by resolution and designate in the notice of the Meeting.

4.4 Notice. Written notice of any meeting, stating the place, day, and hour of the meeting and the purpose or purposes for which the meeting is called, shall be delivered no fewer than seven (7) and no more than thirty (30) days prior to the date set for the meeting, either by hand delivery or by first class mail, return receipt requested to each Member entitled to vote at the meeting. If mailed, notice shall be deemed delivered three days after deposit in the United States mail addressed to the member at his or her address as it appears on the books of the Company, with first class postage return receipt prepaid.

4.5 Member Voting and Quorum. Each Member shall be entitled to vote in proportion to his Voting Rights in the Company. In order for any vote of the Members to be valid, a quorum must be represented at the meeting either in person or by proxy. **Fifty One (51%) percent of the Voting Rights in the Company constitutes a quorum.** Unless otherwise provided in this Agreement or the Articles of Organization, once a quorum is established, **the affirmative vote of those Members who own One Hundred (100%) percent of the Voting Rights in the Company shall constitute a valid decision of the Members.**

4.6 Voting by Certain Members. Voting Rights owned by a corporation or other business entity may be voted by the officer, agent or proxy as they by-laws of that corporation or other governing instruments of the business entity prescribe, or, in the absence of such provision, as the board of directors or other governing body of the corporation or entity may determine.

Voting Rights owned by an administrator, executor, personal representative, guardian, or conservator may be voted by him, either in person or by proxy, without a transfer of such Voting Rights into his name. Voting Rights owned by a trustee may be voted by him, either in person or by proxy, but no trustee shall be entitled to exercise any Voting Rights held by him without a transfer of the Voting Rights into his name.

Voting Rights owned by a receiver may be voted by the receiver, and Voting Rights owned or under the control of a receiver may be voted by the receiver without the transfer thereof into his name if authority to do so is contained in an appropriate order of the court by which such receiver was appointed.

A Member whose Membership Shares or Voting Rights are pledged (if otherwise permitted hereunder) shall be entitled to vote such Voting Rights until the Voting Rights have been transferred into the name of the pledge and thereafter the pledge shall be entitled to vote the Voting Rights so transferred.

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4.7 Proxies. Members may vote by proxy appointed by an instrument of writing. A proxy shall be delivered to the other Members before the meeting at which it is to be voted and shall not be valid after the final adjournment of the meeting.

4.8 Waiver of Notice. A Member may waive notice of any meeting by a signed writing. In addition, a Member who attends a meeting waives his right to assert any lack of notice, or defect in notice, of the meeting unless he states such objection at the outset of the meeting.

4.9 Manner of Meetings. Members may participate in meetings by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other and participation in a meeting as provided herein shall constitute presence in person at such meeting.

4.10 Action without Meeting. The Members may take action without notice and a meeting if all the Members consent to such action and sign a Consent of the Members which sets forth the action to be taken.

ARTICLE V Management and Control

5.1 Management Rights. The Company shall be managed by the Members.

5.2 Authority of Members. The Company shall be member managed, as defined in the Act. Except as otherwise expressly provided by this Agreement, any matter relating to the business and affairs of the Company shall be decided by the Members. No Member has the authority to make contracts, enter into any transactions, bind the Company, or make any commitments on behalf of the Company without the prior express written consent of a One Hundred (100%) percent of the Voting Rights in the Company. Upon said authorization, the Members shall have full and complete authority, power and discretion to manage and control the business, affairs and properties of the Company, to make all decision regarding those matters and to perform any and all other acts or activities customary or incident to the management of the Company's business. Without limiting the foregoing, the Members upon One Hundred (100%) percent of the Voting Rights in the Company shall have the power and authority on behalf of the Company to:

- (a) Acquire property, real, personal, tangible and intangible;
- (b) Borrow money for the Company from banks, other lending institutions, and other Persons and to hypothecate, encumber and grant security interests in the assets of the Company to secure payment of the borrowed sums;
- (c) Purchase liability and other insurance to protect the Company and the Members;
- (d) Hold, own, invest and reinvest, purchase and sell, any property, real, personal, tangible and intangible, in the name of the Company, including, but not limited to, deeds, mortgages, leasehold interests, general partnerships, limited partnerships, limited liability companies, common trust funds, mutual funds, stocks, options, warrants, rights, puts, calls, contracts, futures, bonds, debentures, securities (public and private), and other debt and equity

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interests of any kind or nature, and to actively trade, speculate on, maintain and manage the same;

(e) Enter into, make, and perform contracts, agreements, and other undertakings binding on the Company that may be necessary, appropriate, or advisable in the furtherance of the purposes of the Company and make all decisions and waivers there under;

(f) Employ accountants, legal counsel, managing agents, money managers, property managers, investment advisors and other advisors to perform services for the Company and to compensate them out of Company Property;

(g) Screen, interview, and examine staff and personnel to be employed by the Company;

(h) Open and maintain bank and investment accounts and arrangements, draw checks, letters of credit, and other orders for payment of money and designate individuals with authority to sign or give instructions with respect to those accounts and arrangements;

(i) Pay debts and obligations of the Company to the extent that Company Property is available;

(j) Sell, purchase, lease, borrow, rent, repair, partition, mortgage, pledge, encumber, develop, improve, subdivide or otherwise deal with any property, including Company Property;

(k) Collect sums due the Company and bring suit on the Company's behalf or defend the Company in any action, and compromise, settle, collect and otherwise represent, prosecute and defend the legal rights and interests of the Company;

(l) File on behalf of the Company a voluntary petition for bankruptcy, or bring an action on behalf of the Company for receivership, insolvency or other similar relief in any court of competent jurisdiction, and to defend, answer, respond and otherwise represent the Company in any such action or proceeding; and

(m) Perform all other acts as may be necessary or appropriate to the conduct of the Company's business, and to execute, acknowledge, verify and deliver any or all instruments desirable to effectuate any of the foregoing.

5.3 Members' Approval Required for Certain Major Decisions. Notwithstanding anything herein to the contrary, the following major decisions shall require approval of One Hundred (100%) percent of the Voting Rights in the Company:

(a) Any amendment to this Agreement or the Articles of Organization.

(b) The Company shall not sell, or contract to sell, or otherwise dispose of all or substantially all of the Company Property. For purposes of this subsection, all or substantially all of the Company Property means Seventy Five (75%) percent or higher of such property by value.

(c) The Company shall not enter into any merger, or any profit sharing, joint venture, or other such arrangement.

5.4 Officers. The Members may, from time to time, designate one or more individuals to be officers of the Company. Any officers so designated shall have such authority and perform such duties as the Members may, from time to time, delegate to them in writing. The Members may assign titles to particular officers. Unless the Members determines otherwise, if the title is one commonly used for officers of a business corporation, the assignment of such title shall constitute the delegation to such officer of the authority and duties that are normally associated with that office. Any number of offices may be held by the same Person. Designation of a Person as officer shall not of itself create an employment agreement or any other contract rights. Each officer shall hold office until his successor shall be duly designated and qualified, or until his death or until he shall resign or shall have been removed, with or without cause, by the Members. As of the date of this Agreement, the following individuals are designated as the officers of the Company set forth opposite their names:

- a. **Gokul Gondi:** President
- b. **Timothy Fengler:** Secretary

ARTICLE VI

Fiduciary Duties; Right to Rely; Indemnification

6.1 Duties of Members. A Member who, pursuant to this Agreement, exercises some or all of the rights in the management and conduct of the Company's business is held to the standards of conduct applicable to "Managers" under the Act to the extent that the Member exercises said managerial authority.

6.2 Duty of Loyalty. A Members' duty of loyalty to the Company and the Members is limited to the following:

- (a) To account to the Company and to hold as trustee for the Company any property, profit or benefit derived by the Member in the conduct or winding up of the Company's business or derived from a use by the Member of the Company's property, including the appropriation of a Company opportunity;
- (b) To refrain from dealing with the Company in the conduct or winding up of the Company's business as or on behalf of a party having an interest adverse to the Company; and
- (c) To refrain from competing with the Company in the conduct of the Company's business before dissolution of the Company.

6.3 Duty of Care. A Members duty of care to the Company and the Members in the conduct of and winding up of the Company's business is limited to refraining from engaging in grossly negligent or reckless conduct, intentional misconduct or a knowing violation of law.

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6.4 Fiduciary Duties. Each Member shall discharge his duties and exercise any of his rights consistently with the obligation of good faith and fair dealing which he owes to the Company and the other Members.

6.5 Right to Rely. A Member shall not be held liable to the Company, or to the other Members, for relying in good faith upon the records required to be maintained by this Agreement and upon such information, opinions, reports or statements by any of the other Members, attorneys, accountants, agents, advisors or any other Person who has been selected with reasonable care by or on behalf of the Company, as to matters the Member reasonably believes are within such other Person's professional or expert competence.

6.6 Indemnification of Members. To the fullest extent allowed by law, the Members shall be indemnified and held harmless by the Company for any liability resulting from any act performed or omission made by them in good faith on behalf of the Company, except for acts or omissions of gross negligence, reckless conduct, intentional misconduct, or knowing violation of the law.

6.7 Duty of Confidentiality. Each Member hereby warrants, covenants and agrees that he will not furnish, divulge, communicate, use to the detriment of the Company or use for the business of any other Person, any of the Company's confidential information, including but not limited to rates, fees, data, sales methods, know how, processes, licenses, trade secrets, names of clients or patients, names of Members, or the partners, shareholders, members or other principals of any Member, future plans, accounting, marketing, financial data, or contract information. Each Member agrees to immediately return all documents which contain any confidential information and all copies of such documents upon request by the Company.

ARTICLE VII Capital Accounts and Accounting

7.1 Capital Accounts. The Company shall establish for each Member a Capital Account, which shall be maintained in accordance with Section 704 of the Code and the capital account rules set forth in Treasury Regulations Section 1.704-1(b).

7.2 Bank Account. The Company's funds shall be deposited in a bank or banks that the Members who own a majority (51%) of the Voting Rights in the Company deem appropriate. These funds shall be withdrawn only by the authorized persons as designated by the the Members who own a majority (51%) of the Voting Rights in the Company deem appropriate.

7.3 Compliance with Section 704(b) of the Code. The provisions of this Agreement as they relate to the maintenance of Capital Accounts and allocations of Profits and Losses are intended, and shall be construed, and, if necessary, modified to cause the allocations of Profits, Losses, income, gain, deductions, credit and other items pursuant to this Agreement to have substantial economic effect within the meaning of the Treasury Regulations promulgated under Section 704(b) of the Code. Notwithstanding anything herein to the contrary, this Agreement shall not be construed as creating a deficit restoration obligation.

7.4 Tax Matters Partner. Gokul Gondi is designated the initial tax matters partner of the Company, as defined in Section 6231(a)(7) of the Code. The Members may designate a new tax matters partner from time to time without amending this Agreement.

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7.5 Records. The Company shall maintain at its principal place of business or such other place as the Members may choose, the following:

- (a) a current list of the full name and last known business, residence, or mailing address of the Members, both past and present;
- (b) a copy of the Articles of Organization and all amendments thereto, together with executed copies of any powers of attorney pursuant to which any amendment has been executed;
- (c) copies of the Company's federal, state, and local income tax returns and reports, if any, for the three most recent years;
- (d) copies of any currently effective written operating agreements, copies of any writings permitted or required under the Act, and copies of any financial statements of the Company for the three most recent years;
- (e) minutes of any Members' meetings;
- (f) documents from Company's Accountant or Financial Advisor.

7.6 Books of account. The Company shall keep adequate books of account of the Company which shall record and reflect all of the capital contributions of the Members to the Company and all of the expenses and transactions of the Company. The books of account shall be kept at the principal place of business of the Company, and each Member and his or her authorized representative shall have, at reasonable times during normal business hours, free access to and the right to inspect and, at his or her expense, copy the books of account and all records of the Company, including a list of the names and addresses and interests owned of each of the members. All books and records of the Company shall be kept on the basis of an annual accounting period ending on December 31st, except for the final accounting period which shall end on the dissolution or termination of the Company without reconstitution.

7.7 Tax returns and reports. The Company, at the Company's expense, shall cause income tax returns and reports for the Company to be prepared and timely filed with the appropriate authorities. The Company, at the Company's expense, shall cause to be prepared and timely filed, with appropriate federal and state regulatory and administrative bodies, all reports required to be filed with these entities under then current applicable laws, rules and regulations. Any Member shall be provided with a copy of any such report on request without expense to him or her.

ARTICLE VIII Interim Distributions and Allocations

8.1 Interim Distributions. Interim distributions to the Members shall be made in accordance with the following:

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(a) From time to time the Members shall determine to what extent, if any, the Company's cash on hand ("Company Cash") exceeds the current and anticipated needs of the Company's business, including, but not limited to, operating expenses, debt service, acquisitions, payments under Section 707(c) of the Code, all amounts necessary to preserve, maintain and repair any Company Property, reserves against future contingent liabilities, and the retention of such funds for future investments and activities. Any Company Cash in excess of such amounts shall be distributed to the Members.

Except as otherwise provided in this Agreement, all distributions to the Members must be made simultaneously to each of the Members and must be made in proportion to the Members' Financial Rights. Such distributions may be in cash or Company Property or partly in both. Items of Company Property need not be distributed proportionately, provided the Members agree upon the value of the property being distributed and the value of the property and the cash received by each Member is proportionate to his Financial Rights.

Subject to the Act, at the time that a Member becomes entitled to receive a distribution, the Member has the status of and is entitled to all remedies available to a creditor of the Company with respect to the distribution.

8.2 Restrictions on Distributions. Notwithstanding anything herein to the contrary, no distribution to any Member may be made if after giving effect to the distribution either (a) the Company would not be able to pay its debts as they become due in the ordinary course of business or (b) the Company's total assets would be less than the sum of its total liabilities plus the amount that would be needed if the Company were to be dissolved, wound up and terminated at the time of the distribution, to satisfy the preferential rights upon dissolution, winding up and termination of Members whose preferential rights are superior to those receiving the distribution. The provisions of Section 33-44-40-7 of the Act shall apply in construing this Section.

8.3 Calculation of Profits and Losses. The Profits and Losses of the Company for each fiscal year or other period shall be the taxable income or loss of the Company for such year or period, determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss or deduction required to be separately stated pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the following adjustments:

(a) Any Company income which is exempt from federal income tax and not otherwise taken into account in computing Profits and Losses pursuant to this subsection shall be added to such taxable income or loss.

(b) Any expenditures of the Company described in Code Section 705(a)(2)(B) (expenditures of the Company not deductible in computing its taxable income and not properly chargeable to a capital account) or treated as such expenditures pursuant to Treasury Regulations Section 1.704-1(b)(92)(iv)(i)(2) and (3) (organizational expenditures which the Company elects not to amortize under Code Section 709(b) and certain disallowed losses) and not otherwise taken into account in computing Profits and Losses pursuant to this subsection shall be subtracted from such taxable income or loss.

(c) Gain or loss with respect to the disposition of Company Property with respect to which gain or loss is recognized for federal income tax purposes shall be computed based upon

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the “adjusted book value” (as determined in the Treasury Regulations promulgated under Section 704) of Company Property.

(d) Depreciation, amortization and other cost recovery deductions taken into account in computing such taxable income or loss shall, for purposes of this subsection, be based upon the “adjusted book value” (as determined in the Treasury Regulations promulgated under Section 704) of Company Property.

8.4 Allocation of Profits and Losses. The Profits and Losses of the Company for any fiscal year of the Company shall be allocated among the Members in accordance with their Financial Rights. The proceeds of any life insurance policy insuring the life of a Member which are received by the Company shall be allocated to the surviving Member(s), and the deceased Member, his estate, successors, or legal representatives shall have no interest in or distributive share of such proceeds.

8.5 Tax Item Allocation. Unless otherwise specifically allocated herein, whenever a proportionate part of Profits or Losses is charged or credited to the Capital Account of a Member, every item of income, gain, loss, deduction, credit, allowance or tax preference entering into the computation of such Profits or Losses or applicable to the period during which such Profits or Losses were realized shall be considered credited or charged, as the case may be, to such Capital Account in the same proportion. In the event of a transfer of Financial Rights in the Company at any time other than at the end of the Company’s tax year, the distributive share of Profits and Losses and any items of Company income, gain, loss, deduction, credit or tax preference attributable to the transferred Financial Rights shall be apportioned for income tax purposes between the transferor and transferee in accordance with the number of days in the taxable year of the Company that each was the owner of such Financial Rights.

8.6 Code Section 704(c). In accordance with the provisions of Code Section 704(c), income, gain, loss and deductions with respect to any property contributed to the capital of the Company shall, solely for tax purposes, be allocated to the Members so as to take account of any variation between the adjusted basis of such property and the fair market value at the time of contribution.

8.7 Nonrecourse Deductions. Notwithstanding anything herein to the contrary, beginning in the first taxable year of the Company in which there are nonrecourse deductions, all nonrecourse deductions and distributions of proceeds attributable to nonrecourse borrowing (as defined in Treasury Regulations Section 1.704-2) shall be allocated in accordance with the Members’ Financial Rights or in any other manner that is reasonably consistent with allocations that have substantial economic effect of some other significant Company item attributable to the property securing the nonrecourse liabilities. Items attributable to a particular Member’s nonrecourse liability (as defined in Treasury Regulations Section 1.704-2(b)(4)) shall be allocated to the Member that bears the economic risk of loss for the liability.

8.8 Minimum Gain Chargeback Requirements. Except as otherwise provided in Treasury Regulations Section 1.704-2(f), if there is a net decrease in Company minimum gain (as determined under Treasury Regulations Section 1.704-2(d)) for the Company’s taxable year, each Member must be allocated items of income and gain for that taxable year equal to that Member’s share of the net decrease in Company minimum gain. A Member’s share of the net decrease in Company minimum gain is the amount of the total net decrease multiplied by the Member’s percentage share of

Company minimum gain at the end of the immediately preceding taxable year (as determined in Treasury Regulations Section 1.704-2(g)). A Member is not subject to this minimum gain chargeback requirement to the extent the Member's share of the net decrease in Company minimum gain is caused by guarantee, refinancing, or other change in the debt instrument causing it to become partially or wholly a recourse liability or a Member nonrecourse liability, and the Member bears the economic risk of loss (within the meaning of Treasury Regulations Section 1.752-2) for the newly guaranteed, refinanced, or otherwise changed liability.

If during a taxable year there is a net decrease in Member nonrecourse debt minimum gain (as defined under Treasury Section 1.704-2(i)(2)), any Member with a share of that Member nonrecourse debt minimum gain (as determined under Treasury Regulations Section 1.704-2(i)(5)) as of the beginning of that taxable year must be allocated items of income and gain for that taxable year (and, if necessary, for succeeding taxable years) equal to that Member's share of the net decrease in the Member nonrecourse debt minimum gain. A Member's share of the net decrease in Member nonrecourse debt minimum gain is determined in a manner consistent with the provisions of Treasury Regulations Section 1.704-2(g)(2). A Member is not subject to this minimum gain chargeback requirement, however, to the extent the net decrease in Member nonrecourse debt minimum gain arises because the liability ceases to be Member nonrecourse debt due to a conversion, refinancing, or other change in the debt instrument that causes it to become partially or wholly a nonrecourse liability. The amount that would otherwise be subject to the member nonrecourse minimum gain chargeback is added to the Member's share of Company minimum gain under Treasury Regulations Section 1.704-2(g)(3).

8.9 Qualified Income Offset. Unless otherwise agreed, a Member is not required to fund any deficit in the Member's Capital Account at any time. However, if a Member unexpectedly receives an adjustment, allocation, or distribution described in Treasury Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5), or (6), and the unexpected adjustment, allocation, or distribution results in a deficit balance in the Capital Account for the Member (or a deficit balance in excess of any limited dollar amount the Member is obligated to restore), the Member will be allocated items of income and gain consisting of a pro rata portion of each item of Company income and gain for such year in an amount and manner sufficient to eliminate the deficit balance or the increase in the deficit balance as quickly as possible. This Section will be interpreted, applied, and if necessary modified to constitute a "qualified income offset" as defined in Treasury Regulations Section 1.704-1(b)(2)(ii)(d).

8.10 Distributions Subject to Set-Off. Except as otherwise provided in this Agreement, all distributions are subject to set-off by the Company for any past-due obligation of a Member to the Company.

ARTICLE IX Dissolution, Winding Up, and Termination

9.1 Dissolution. Except as otherwise provided herein, the Company shall dissolve, its affairs be wound up, and the Company shall terminate only upon the happening of one or more of the following events:

- (a) The written consent of those Members who own One Hundred (100%) percent of the Voting Rights in the Company;

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(b) Any event occurs that makes it unlawful for all or substantially all of the business of the Company to be continued, but any cure of illegality within ninety (90) days after notice to the Company of the event is effective retroactively to the date of the event for purposes of this subsection;

(c) The filing by the Secretary of State of a certificate administratively dissolving the Company pursuant to the Act, unless the Company is reinstated in accordance with the Act.

(d) The expiration of the period fixed for the duration of the Company, as set forth in the Articles of Organization, unless those Members who own Fifty One (51%) percent of the Voting Rights in the Company extend the term of the Company.

9.2 Waiver or Right to Wind Up. Notwithstanding anything herein to the contrary, at any time after the dissolution of the Company and before the winding up of its business is completed, the Members, including a dissociated Member whose dissociation caused the dissolution, or his heirs, legal representatives, personal representatives, successors or permitted assigns, may unanimously waive the right to have the Company's business would up and the Company terminated. In that case, (a) the Company shall resume carrying on its business as if dissolution had never occurred and any liability incurred by the Company or a Member after the dissolution and before the waiver is determined as if the dissolution had never occurred, and (b) the rights of a third party accruing under the Act or arising out of conduct in reliance on the dissolution before the third party knew or received notification of the waiver shall not be adversely affected.

9.3 Winding Up: Powers and Duties of Liquidator. Except as otherwise provided herein, following dissolution of the Company, the Manager shall appoint one or more Members or Managers or an independent third party to serve as liquidator. The liquidator shall have full authority in winding up the Company's affairs. The liquidator shall:

(a) Deliver notice of the Company's dissolution to all of the Company's known claimants and creditors in the form and manner described in the Act;

(b) Publish notice of the Company's dissolution as provided in the Act;

(c) Make final liquidating distributions as provided below, and distribute any Company Property discovered after any such final liquidating distributions in the manner described below; and

(d) After dissolution and the completion of winding up, file Articles of Termination with the South Carolina Secretary of State to terminate the legal existence of the Company in accordance with the Act.

9.4 Sale of Company Property. Unless otherwise determined by the Members, the liquidator shall first attempt to sell all or any part of the Company's business as a going concern. If any such sale or partial sale is not consummated within six (6) months after the date of the dissolution, the liquidator shall publish notice that all unsold Company assets are for sale and solicit bids for such assets. Any Company assets which remain unsold six (6) months after the date of the first publication

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of such notice shall be marshaled and auctioned by the liquidator. All assets unsold after the auction shall be distributed in kind in the manner described below.

9.5 Distribution in Kind. The Company may distribute assets in kind to satisfy any or all of its obligations. If the Company will distribute assets in kind, the Members shall have thirty (30) days to agree upon the fair market value of such assets. If the Members cannot agree on the fair market value of any asset, the liquidator shall hire an independent appraiser to determine the fair market value of the asset in question. Any property distributed in kind shall be treated in accordance with Sections 721, 736, 737 and 751 of the Code. The liquidator shall adjust the Members' Capital Accounts to reflect any gain or loss which would have been allocated had such property been sold for its fair market value.

9.6 Final Liquidating Distributions. After the sale of all Company assets, or the determination of fair market value for distribution in kind of Company assets, the liquidator shall apply the proceeds of the sale or the Company assets as follows:

(a) Payment or adequate provision for payment shall be made to creditors, including the liquidator if the liquidator is not a Member, for reimbursement for out-of-pocket expenses incurred and reasonable compensation for services rendered in connection with winding up the Company, and to the extent permitted by law, to Members who are creditors in satisfaction of liabilities of the Company;

(b) If the liquidator is a Member, to the liquidator for reimbursement for out-of-pocket expenses incurred and reasonable compensation for services rendered in connection with winding up the Company;

(c) All remaining cash and other assets shall be distributed to the Members in accordance with their positive Capital Account balances, determined after taking into account all Capital Account adjustments for the taxable year of the Company during which distribution occurs, including adjustments for distributions made under this Section.

9.7 Deficit Capital Account Balances. Any deficit in a Member's Capital Account shall not be an asset of the Company, and no Member or transferee of all or any part of a Membership Share shall be obligated to contribute any amount to the Company in excess of any limited dollar amount the Member or transferee has otherwise agreed to restore.

9.8 Full and Final Complete Distribution. The distributions provided for in this Article shall constitute a complete return of the Members' Contributions to Capital, and a final and complete distribution to the Members in satisfaction of all of their rights in the Company.

9.9 Duties During Winding Up. The duty of loyalty, duty of care and fiduciary duties set forth in this Agreement shall apply to any Person winding up the Company's business.

ARTICLE X Dissociation

10.1 Events of Dissociation. The provisions of the Act relating to dissociation shall not apply to the Company. No Member shall have the power to withdraw from the Company except as



provided herein. Only the occurrence of one or more of the following events with respect to a Member shall constitute the Dissociation of such Member.

(a) Withdrawing, retiring or resigning from the Company by giving written notice to the Company; or

(b) If the Member files a voluntary petition for bankruptcy, is adjudicated a bankrupt or has a bankruptcy petition filed against him which is not dismissed within ninety (90) days; or

(c) On application by the Company or another Member, the Member's expulsion by judicial determination under Section 33-44-601(6) of the Act because the Member:

(1) Engaged in wrongful conduct that adversely and materially affected the Company's business; or

(2) Willfully or persistently committed a material breach of this Agreement or of a duty owed to the Company or the other Members under Section 33-44-409 of the Act; or

(3) Engaged in conduct relating to the Company's business which makes it not reasonably practicable to carry on the business with the Member; or

(d) Entry of an order by a court of competent jurisdiction adjudicating the Member to be insane, the appointment of a guardian or general conservator for the Member, or a judicial determination that the Member has otherwise become incapable of performing his duties under this Agreement; or

(e) The giving by a Member of notice to the Company that the Member desires to transfer all or any portion of his Membership Share; or

(f) The death of the Member;

(g) The loss or suspension of privileges to practice medicine in South Carolina; or

(h) The Disability of the Member (Disability shall mean totally and permanently disabled for a period of twelve (12) months during a fifteen (15) consecutive month period so that a Member is unable to engage in his usual Company duties as determined by a doctor selected and paid for by the Company; or

(i) The filing of a Certificate of Dissolution, or the equivalent, for a Member that is a corporation, limited liability company, limited partnership, or other entity, or the lapse of ninety (90) days after notice to such Member of revocation of its charter without a reinstatement of its charter; or

(j) Any event occurs (other than the death or Disability of the Member) which would result in the Member being a "Disqualified Person" within the meaning of Section 33-19-103(l) of the S.C. Code if the Company was a South Carolina professional corporation,



unless the disqualification lasts no more than five (5) months from the date the disqualification occurs ; or

(k) The transfer of all or any part of a Member's Membership Share by operation of law or court judgment to any Person who would be a "Disqualified Person" within the meaning of Section 33-19-103(l) of the S.C. Code if the Company was a South Carolina professional corporation, unless the disqualification lasts no more than five (5) months from the date the transfer occurs.

10.2 Effect of Member's Dissociation. Unless otherwise provided in ARTICLE IX, the Dissociation of a Member does not dissolve the Company. A Dissociating Member does not cease to be a Member by reason of his Dissociation. The right of a Dissociating Member to be compensated for his Membership Share shall be governed exclusively by ARTICLE XI and not the Act. The parties waive any right they may have to assert that the Act or any other provision of law supersedes or modifies the provisions of this Agreement relating to the cessation of a Member's participation in the Company, withdrawal, or Dissociation.

10.3 Statement of Dissociation. A Dissociated Member or the Company shall file a Statement of Dissociation in accordance with the Act.

ARTICLE XI Restrictions on Transfer and Buy-Sell Provisions

11.1 Restrictions on Transfer.

(a) No Member may voluntarily or involuntarily sell, transfer, gift, assign, pledge, mortgage, hypothecate, or otherwise convey or encumber any portion or all of his Membership Share to any Person without the prior written consent of the Company. If such consent is obtained, the provisions of ARTICLE III shall govern the rights of the transferor and transferee. Any attempted conveyance or encumbrance of all or a portion of a Membership Share not expressly permitted herein shall be null, void and without effect. Notwithstanding anything herein to the contrary, any attempted transfer to a Person who would not be a "Qualified Person" within the meaning of Section 33-19-103(8) of the S.C. Code if the Company was a South Carolina professional corporation shall be null, void and without effect.

(b) Notwithstanding anything herein to the contrary, each Member acknowledges that his Membership Share has not been registered under the Securities Act of 1933, as amended ("1933 Act"), in reliance on applicable exemptions. Therefore, the Members hereby agree that Membership Shares in the Company shall be nontransferable, except in compliance with the 1933 Act and applicable state securities laws, and any attempted transfer not in compliance therewith shall be null, void, and without effect. As an additional condition precedent to the transfer of any Membership Share, the Company may require an opinion of counsel satisfactory to the Company that such transfer will be made in compliance with the 1933 Act and applicable state securities laws, and such transferor shall be responsible for paying any attorneys' fees incurred in connection with the opinion. The transferor may be required to indemnify the Company for any damages resulting from failure to comply with said securities laws, if the Company so requires.

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11.2 Right to Buy.

(a) **Dissociation [For Reasons Other Than Death or Disability].** If a Member Dissociates within the meaning of ARTICLE X (a “Triggering Event”) [other than by reason of death or disability], then such Member (“Dissociating Member”) is deemed to have offered to the Company all of his Membership Share at the price determined in accordance with SECTIONS 11.3 and 11.4

If the Company does not accept said offer within ten (10) days after receiving written notice of the Triggering Event from the Dissociating Member (or his estate or other legal representative, as the case may be) and the determination of the purchase price, then such Member’s Membership Share shall be offered in writing, at the same price and upon the same terms, to the other Members (the “Remaining Members”) by delivery of written notice to them. The Company and/or the Remaining Members may accept the offer by delivering written notice to the Dissociating Member. If the Company and/or the Remaining Members accept the offer, then all of the Membership Share offered for sale must be purchased by the Company and/or the Remaining Members. In the event more than one offeree accepts the offer, those accepting shall purchase in proportion to their Membership Shares, unless they agree otherwise.

If none of the Remaining Members accept the offer to purchase the Dissociating Member’s Membership Share within ten (10) days after receipt of the written notice by them, then the Membership Share may be offered for sale to any Person, if such Person would be a “Qualified Person” within the meaning of Section 33-19-103(8) of the S.C. Code if the Company was a South Carolina professional corporation, and provided that such Membership Share shall be sold for at least the same price and upon the same terms at which it was offered to the Company and the Remaining Members. The rights of the transferee of such Membership Share shall be determined in accordance with ARTICLE III.

In the event any sale of a Membership Share to a Qualified Person shall not be consummated within sixty (60) days after the expiration of the Remaining Members’ option to purchase, the Membership Share or any portion thereof may not be transferred unless the same shall be offered again to the Company and the Remaining Members in the manner and in accordance with the terms herein provided.

(b) **Death.** Notwithstanding anything herein to the contrary, upon the death of a Member, the Company shall purchase, and the estate of the decedent, or his successor in interest by operation of law, shall sell all of the decedent’s Membership Share in the Company now owned or hereafter acquired. The purchase price of such Membership Share shall be computed in accordance with the provisions of SECTION 11.3 and SECTION 11.4.

(c) **Disability.** Notwithstanding anything herein to the contrary, if a Member is Disabled, then the Company shall purchase and said Member shall sell all of his Membership Share in the Company now owned or hereafter acquired. The purchase price of such Membership Share shall be computed in accordance with the provisions of SECTION 11.3 and SECTION 11.4.

11.3 Purchase Price. Unless the Member offering or selling his Membership Share hereunder and the Members agree otherwise, the purchase price shall as follows:

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(a) A reimbursement of the \$10,000.00 capital contribution; and

(b) The Member's share of the Company's account receivable as of the date of the sale.

11.4 Payment of Purchase Price. The closing of the purchase shall take place at the principal place of business of the Company within sixty (60) days after the purchase has been determined and an offer accepted, or at such other date and place as the parties may agree.

Unless the parties mutually agree otherwise, the purchase price shall be paid in a lump sum at the closing.

Further, if a selling Member has personally guaranteed payment of any debt, obligation or liability of the Company, than the purchaser(s) of the Member's Membership Share shall make reasonable efforts to have such Member (or his estate or successor(s)) released from such guarantee. **If the lender or creditor refuses to release such Member, then the Company and the other Members, if the Company is purchasing the Membership Share, (or the purchasing Member(s) only if the Company is not purchasing the Membership Share), shall in writing, jointly and severally, indemnify and hold harmless such selling Member (or his estate, as the case may be) from payment of said debt, obligation or liability.**

ARTICLE XII Miscellaneous Provisions

12.1 Member's Rights to Receive Information.

(a) The Company shall provide Members and their agents and attorneys access to its records at the Company's principal office. The Company shall provide former Members and their agents and attorneys access for proper purposes to records pertaining to the period during which they were Members. The right of access provides the opportunity to inspect and copy records during ordinary business hours. The Company may impose a reasonable charge, limited to the costs of labor and material, for copies of records furnished.

(b) The Company shall furnish to a Member, and to the legal representative of a deceased Member or Member under legal disability:

- (1) Without demand, information concerning the Company's business or affairs reasonably required for the proper exercise of the Member's rights and performance of the Member's duties under this Agreement and the Act; and
- (2) On demand, other information concerning the Company's business or affairs, except to the extent the demand or the information is unreasonable or otherwise improper under the circumstances.

(c) A Member has the right upon written demand given to the Company to obtain at the Company's expense a copy of this Agreement.



12.2 Notices. All notices, consents, requests, demands, offers, reports or other communications required or permitted hereunder shall be in writing and hand delivered or sent by certified or registered mail, postage prepaid, and return receipt requested, to the Company at the Company's principal place of business and to a Member at the address on **EXHIBIT A** attached hereto, or to such other address as may hereafter be designated by the giving of notice in accordance with this Section. All notices, consents or other communications shall be deemed given when actually hand delivered, or upon the date of mailing in accordance with this Section.

12.3 Time of Essence. Time is of the essence of this Agreement.

12.4 Counterparts. This Agreement may be executed in more than one counterpart, each such counterpart shall be deemed original, and all such counterparts shall constitute on and the same agreement. This Agreement shall be effective when executed by all parties, but all parties need not execute the original or the same counterpart. Facsimile and email pdf signatures of this Agreement shall be accepted as original signatures by all Members.

12.5 Captions. The headings, titles and captions of the Articles and Sections of this Agreement are inserted only to facilitate reference. They shall not define, limit, extend or describe the scope or intent of this Agreement or any provision hereof, and they shall not constitute a part hereof or affect the meaning or interpretation of this Agreement or any part hereof.

12.6 Entire Agreement. This Agreement embodies the entire understanding and agreement among the parties pertaining to the subject matter hereof, and all prior agreements and understandings of the parties, whether written or oral, are terminated and superseded by this Agreement and shall be deemed merged herein.

12.7 Binding Effect. This Agreement shall be binding upon, shall inure to the benefit of, and shall be enforceable by and against all the parties and their respective heirs, legal representatives, personal representatives, successors and permitted assigns. Nothing in this Agreement, expressed or implied, is intended to or shall confer upon any Person other than the parties, and their respective heirs, legal representatives, personal representatives, successors and permitted assigns, any rights, remedies, obligations or liabilities.

12.8 Use of Terms. Use of the terms "herein", "hereby", "hereunder", "hereof", "hereinbefore", "hereinafter", and other equivalent words refer to this Agreement in its entirety and not solely to the particular portion of the Agreement in which such word is used. Reference to "this Article", "this Section", or similar reference to a specific part of this Agreement shall refer to the particular Article, Section or specific part in which such reference appears. Whenever used herein, any pronoun shall be deemed to include both the singular and plural and all genders.

12.9 Further Assurances. Each of the parties will execute, deliver, acknowledge or supply such further documents, instruments and assurances as shall be reasonably necessary or appropriate to carry out the full intent and purposes of this Agreement, including but not limited to the filing of either

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a copy of this Agreement or a Memorandum of this Agreement with the applicable government authorities.

12.10 Exhibits. The exhibits attached to this Agreement are hereby made a part hereof and incorporated by reference. All such exhibits shall apply as of the date of this Agreement or, as to any of the exhibits bearing a particular date, as of any other date specified therein.

12.11 Effective Date. This Agreement shall become effective upon the later of the execution of this Agreement by all the Members or the filing of Articles of Organization with the South Carolina Secretary of State.

12.12 Waiver. No waiver of any breach of any covenant, agreement or undertaking contained herein shall operate as a waiver of any subsequent breach of the same covenant, agreement or undertaking or as a waiver of any breach of any other covenant, agreement or undertaking. In the case of a breach by any party of any covenant, agreement or undertaking, the nonbreaching party may nevertheless accept from the other, any payment or performance without waiving its right to exercise any right or remedy provided herein or otherwise, with respect to such breach which was in existence at the time such payment or performance was accepted by it. No failure of any party to exercise any power given herein or to insist upon strict compliance with any covenant, agreement or undertaking contained herein, or to object to any custom or practice which varies from the terms hereof, shall constitute a waiver of such party's right to demand exact compliance with the terms of this Agreement. The waiver by any party of a breach of any covenant, agreement or undertaking contained herein shall be made only by a written waiver in each case, and no such waiver shall operate or be construed as a waiver of any prior or subsequent breach.

12.13 Severability. If any provision of this Agreement shall, to any extent, be held invalid, illegal or unenforceable, in whole or in part, the validity, legality, and enforceability of the remaining part of such provision, and the validity, legality, and enforceability of the other provisions hereof, shall not be affected thereby and each term, covenant or condition shall be valid and enforceable to the fullest extent permitted by law. If any such invalidity shall be caused by the length of any period of time, the size of any area or the scope of activities set forth in any provision hereof, such period of time, such area or scope or all, shall be considered to be reduced to a period, area, or scope which would cure such invalidity. Any provision of this Agreement which is held invalid, illegal or unenforceable in any jurisdiction shall not be deemed invalid, illegal or unenforceable in any other jurisdiction.

12.14 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina regardless of the residence or domicile, now or in the future, of any party hereto and notwithstanding any conflicts of laws.

12.15 Consent to Jurisdiction. Except as otherwise required by law, the parties consent to venue in Richland County, South Carolina, and waive any rights they may have to assert jurisdiction or venue in any other court, administrative forum, or other adjudicative body.

12.16 Remedies Cumulative. Except as otherwise expressly provided herein, all rights, powers and privileges conferred hereunder upon any party shall be cumulative and not restrictive of those given by law. No remedy herein conferred is exclusive of any other available remedy, but each

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and every such remedy shall be cumulative and shall be in addition to every other remedy given by agreement or now or hereafter existing at law or in equity or by statute.

12.17 Equitable Remedies. The rights and remedies of the Members and the Company hereunder shall not be mutually exclusive, and the exercise of one or more of the provisions hereof shall not preclude the exercise of any other provisions hereof. The parties confirm that damages at law may be an inadequate remedy for a breach or threatened breach of this Agreement and agree that in the event of a breach or threatened breach of any provision hereof, the respective rights and obligations hereunder shall be enforceable by specific performance, injunction (temporary and/or permanent), without posting bond, or other equitable remedy, but nothing herein contained is limited to, nor shall it limit or affect any right or rights at law or by statute or otherwise of any aggrieved party against any other party for a breach or threatened breach of any provision hereof, it being the intention of this Section to make clear the agreement of the parties that the respective rights and obligation of the parties hereunder shall be enforceable in equity as well as at law or otherwise.

12.18 Arbitration. EXCLUDING THE RIGHT OF EITHER PARTY TO SEEK INJUNCTIVE RELIEF WHICH SAID INJUNCTIVE RELIEF MUST BE COMMENCED AND LITIGATED IN THE APPROPRIATE STATE OR FEDERAL COURT IN RICHLAND COUNTY, SOUTH CAROLINA, TO THE EXCLUSION OF ANY OTHER LEGALLY APPROPRIATE FORUMS, THIS AGREEMENT AND ALL DISPUTES ARE SUBJECT TO FINAL BINDING AND CONCLUSIVE ARBITRATION. ALL CLAIMS, CONTROVERSIES, DIFFERENCES OR DISPUTES ARISING OUT OF OR RELATING TO ANY ASPECT OF THIS AGREEMENT (WHETHER BY COMMON LAW OR FEDERAL OR STATE STATUTES), SHALL BE SETTLED BY ARBITRATION PURSUANT TO THE RULES THEN IN EFFECT AS SET FORTH IN S.C. CODE ANN. § 15-48-10 *ET SEQ.* THE ARBITRATION SHALL OCCUR IN RICHLAND COUNTY, SOUTH CAROLINA, TO THE EXCLUSION OF ALL OTHER LOCATIONS. ANY PROCEEDING TO CONFIRM, MODIFY OR VACATE AN ARBITRATION AWARD MUST BE COMMENCED AND LITIGATED TO FINALITY ONLY IN THE APPROPRIATE STATE OR FEDERAL COURT IN COLUMBIA, SOUTH CAROLINA. THE ARBITRATOR MUST BE A NEUTRAL AND NOT ADVOCATE AND MAY ONLY AWARD DAMAGES OTHERWISE RECOVERABLE UNDER SOUTH CAROLINA LAW FOR THE CLAIMS ASSERTED. UNLESS THE PARTIES AGREE OTHERWISE, THERE SHALL BE ONE ARBITRATOR. AFTER AN AWARD IS RENDERED BY THE ARBITRATOR, A JUDGMENT MAY BE ENTERED IN ANY COURT OF COMPETENT JURISDICTION. THE ARBITRATION SHALL BE COMMENCED WITHIN NINETY (90) DAYS OF THE DISPUTE ARISING AND CONCLUDED THEREAFTER WITHIN ONE HUNDRED EIGHTY (180) DAYS. THE PARTIES ACKNOWLEDGE THAT EXCLUDING A CLAIM FOR INJUNCTIVE OR EQUITABLE RELIEF, ARBITRATION SHALL BE THE SOLE, MANDATORY, FINAL, BINDING AND EXCLUSIVE REMEDY TO THE PARTIES WITH RESPECT TO ANY SUCH MATTER FOR WHICH ARBITRATION IS REQUIRED REGARDING THE DISPUTE. EACH PARTY UNDERSTANDS THAT THIS MEANS THE PARTY WAIVES THE RIGHT TO HAVE THE MATTER HEARD AND TRIED BEFORE A JUDGE OR JURY IN A COURT OF LAW. IN PREPARATION FOR THE ARBITRATION HEARING, EACH PARTY MAY UTILIZE ALL METHODS OF DISCOVERY AUTHORIZED BY THE PROCEDURAL RULES OF THE STATE OF SOUTH CAROLINA AND MAY ENFORCE THE RIGHT TO OBTAIN SUCH

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G.A.
/s/

DISCOVERY IN THE MANNER PROVIDED BY SAID RULES AND STATUTES AND/OR BY THE ARBITRATION LAW OF THE STATE OF SOUTH CAROLINA FROM THE ARBITRATOR. EACH PARTY TO AN ARBITRATION PROCEEDING UNDER THIS SECTION SHALL PAY AN EQUAL PORTION OF ALL ARBITRATORS' EXPENSES AND FEES, TOGETHER WITH OTHER EXPENSES OF ARBITRATION, EXCEPT THAT THE PARTIES SHALL BEAR THEIR OWN RESPECTIVE EXPERT WITNESS, PROFESSIONAL AND ATTORNEYS' FEES.

12.19 Merger. If all the members of the disappearing and surviving limited liability companies are qualified to be members of the surviving limited liability company, the Company may merge with another domestic or foreign limited liability company.

12.20 Not For Benefit of Creditors. The provisions of this Agreement are intended only for the regulation of relations between the Members and the Company. This Agreement is not intended for the benefit of creditors and does not grant any rights to or confer any benefits on creditors or any other person who is not a Member of the Company.

12.21 Amendment. No amendment of this Agreement shall be valid unless it is set forth in a writing and signed by all the Members.

12.22 Incorporation of Articles of Organization. The Company's Articles of Organization are hereby incorporated in this Agreement and made an integral part of it.

12.23 Conflict of Interest. The parties all acknowledge that the law firm of Bland Richter, LLP prepared this Agreement on behalf of an in the course of its representation of the Company and that:

- (a) The parties have been advised by Bland Richter, LLP that a conflict exists among their individual interests;
- (b) The parties have been advised by Bland Richter, LLP to seek the advice of independent counsel; and
- (c) The parties have had the opportunity to seek the advice of independent counsel.

IN WITNESS WHEREOF, the undersigned have executed and sealed this Operating Agreement as of the day and year first above written.

Witnesses:

MEMBERS:

Gandhi Gondi March 6, 2014
By: Gandhi Gondi, individually DATE

Gokul Gondi 3/6/14
By: Gokul Gondi, individually DATE

Adrienne [Signature] 03/06/14

Timothy Fengler 3.6.14.
By: Timothy Fengler, individually DATE

EXHIBIT A

Membership Shares of Anesthesiology Professionals of Columbia, LLC

Member's Name And Address	# Capital Contribution	Financial Rights	Voting Rights
Gandhi Gondi 59 Upper Pond Road, Columbia, SC 29223	\$10,000.00	33 1/3 %	33 1/3 %
Gokul Gondi 18 Cotton Hope Lane, Columbia, SC 28209	\$10,000.00	33 1/3 %	33 1/3 %
Timothy Fengler 73 Cowdray Park, Columbia, SC 29223	\$10,000.00	33 1/3 %	33 1/3 %

COMPANY:
Anesthesiology Professionals of Columbia, LLC

Gandhi Gondi March 6, 2014
By: Gandhi Gondi, individually DATE

Gokul Gondi 3/6/14
By: Gokul Gondi, individually DATE

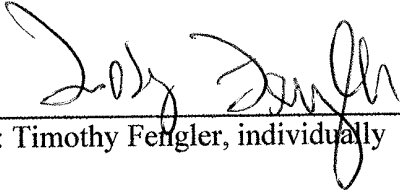

By: Timothy Fengler, individually DATE 3-6-14.

EXHIBIT B

**Anesthesiology Professionals of Columbia, LLC
ADMISSION AGREEMENT**

THIS ADMISSION AGREEMENT is made and entered into this _____ day of _____, 20____, by and between **Anesthesiology Professionals of Columbia, LLC**, a South Carolina limited liability company (“Company”), and the Person whose signature appears below (“New Member”) in consideration of the admission of the New Member as a Member of the Company. the mutual promises and covenants contained herein, and for other good and valuable consideration.

(1) **Agreement to be Bound by Operating Agreement.** The New Member acknowledges receipt of a copy of Anesthesiology Professionals of Columbia, LLC Operating Agreement as currently amended (the “Operating Agreement”). The New Member hereby agrees to be bound by all the terms and conditions of the Operating Agreement.

(2) **Representation and Warranties.** The New Member represents and warrants to the Company and the other Members in the Company that:

- (a) The New Member has complied with all of the requirements for becoming a Member in the Company set forth in the Operating Agreement and under applicable law, and
- (b) That the true address and social security or tax identification number set forth below are true and correct as of the date hereof.

(3) **Securities Laws.** The New Member understands and agrees that Membership Shares in the Company have not been registered under any federal or state securities law as more fully set forth in the Operating Agreement.

(4) **Counterparts.** This Admission Agreement may be executed in multiple counterparts.

(5) **Terms.** All capitalized terms not otherwise defined herein shall have the meanings given them in the Operating Agreement.

This Admission Agreement is executed as of the date first above written.

Witnesses:

Anesthesiology Professionals of Columbia, LLC

Cherlene J. [Signature] 03/06/14

Gandhi Gondi March 6, 2014
By: Gandhi Gondi, Member DATE

Gokul Gondi 3/6/14
By: Gokul Gondi, Member DATE

Timothy Fengler 3.6.14.
By: Timothy Fengler, Member m DATE

NEW MEMBER:

Print Name: _____ DATE

Address:

Social Security or Tax Identification Number:

EXHIBIT C

Compensation Agreement

The Members, if they act as an employee of the Company, shall be compensated in accordance with the following rules:

1. Base Salary. Each Member as an employee of the Company will receive an equal annual base salary under the term of their Employment Agreement. The initial Base Salary shall be \$ 480,000 .00 for each Member, and may be increased uniformly for all Members from time-to-time in the Company's discretion. The Members acknowledge and agree that the amount of annual base salary may be reduced below the amount listed above from time-to-time by the Company to an amount no less than \$ 360,000 .00 (the "Base Floor"). Due to material adverse business conditions affecting the Company, the Base Floor may be reduced only if the Company receives the approval of those Members who own One Hundred (100%) percent of the Voting Rights in the Company. However, before the Base Floor is reduced the Bonus (as defined below), if any, must be eliminated first.
2. Bonus. Each Member shall receive the same Bonus, if any, from the Company. The amount of a Bonus, if any, shall be determined by the Company and the timing of the payment of the Bonus shall be determined by the Company.
3. Benefits. Each Member shall receive the same Benefits. "Benefits" mean any employee benefit plan (as defined in Section 3(3) of ERISA), employee pension benefit plan (as defined in Section 3(2) of ERISA), employee welfare benefit (as defined in Section 3(1) of ERISA), deferred compensation, severance plan, salary continuation, disability, vacation, holiday, sick leave, PTO, fringe benefit, incentive, insurance, welfare or similar arrangement for the benefit of an employee.
4. Employment Agreement. In consideration for the compensation listed above if the Member's are to be an employee of the Company they agree to enter into a written Employment Agreement with the Company which shall be approved by the Company and shall include, but will not be limited to, covenants not to compete, covenants of loyalty, non-

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solicitation, covenants not to disparage, covenants not to solicit, confidentiality, and similar clauses design to protect the Company's business endeavors.

S. J.
C. G.
M. P.

RECEIVED

Jul 18 2025

SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas
Milton G. Kimpson, Circuit Court Judge
Daniel Coble, Circuit Court Judge
L. Casey Manning, Circuit Court Judge

Appellate Case No. 2025-001024
Case No. 2019-CP-40-04452

_____)
Anesthesiology Professionals of)
Columbia, LLC,)
)
Respondent,)
)
v.)
)
Lifepoint Health d/b/a Providence Health)
and Providence Hospital LLC,)
)
Appellants.)
_____)

PROOF OF SERVICE

I certify that I have served a copy of the **Reply in Support of Motion to Stay Pending Discovery Concerning Respondent’s Certificate of Termination** by depositing a copy of it in the United States Mail, postage prepaid, on July 7, 2025, addressed to its attorneys of record:

James M. Griffin
Margaret N. Fox
Griffen Humphries LLC
8906 Two Notch Road, Suite 200
Columbia, SC, 29223
jgriffin@griffin Humphries.com
mfox@griffin Humphries.com

C. Mitchell Brown
William C. Wood, Jr.
Nelson Mullin Riley & Scarborough LLP
P.O. Box 11070
Columbia, SC 29211
mitch.brown@nelsonmullins.com
bill.wood@nelsonmullins.com

Erin Richardson Stuckey
McGowan Hood Felder & Phillips
1517 Hampton Street
Columbia SC 29201
estuckey@mcgowanhood.com

s/Chris Evans
Chris Evans

Charleston, SC
July 18, 2025