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THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM KERSHAW COUNTY
Court of Common Pleas

DeAndrea G. Benjamin, Circuit Court Judge
Diane S. Goodstein, Circuit Court Judge

Consolidated Cases For Trial

Case No.: 2010-CP-28-322
Case No. 2010-CP-28-323

Jamie Curley, Plaintiff,

v.

SCENT Land Holdings, LLC, Amy Puchalski, and Robert Puchalski, Defendants and Dr. Orville Dyce, Plaintiff,

v.

South Carolina ENT, Allergy & Sleep Medicine, P.A., Amy Puchalski, and Robert Puchalski, Defendants

Of Whom Jamie Curley, and Dr. Orville Dyce are the Respondents/Appellants,

And

SCENT Land Holdings, LLC, Amy Puchalski and Robert Puchalski, South Carolina ENT, Allergy & Sleep Medicine, P.A. are the Appellants/Respondents.

RECORD ON APPEAL VOL. XII

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INDEX

ORDERS

Judge Benjamin's Form 4 Order(Dyce) of July 31, 2012.....1

Judge Benjamin's Form 4 Order(Curley) of July 31, 2012.....2

Judge Benjamin's Form 4 Order of February 1, 2013.....3

Judge Few Order of August 21, 2013.....4

Judge Goodstein Order of December 8, 2015.....5

Judge Goodstein Order of February 24, 2016.....53

PLEADINGS AND MOTIONS

Plaintiff Dr. Orville Dyce' Complaint in Case No. 2010-CP-28-0323 filed March 15, 2010.....56

Answer of Defendant Dr. Puchalski to March 15, 2010-SCENT case dated April 20, 2010 66

Answer of Defendant South Carolina ENT, Allergy & Sleep Medicine, P.A.'s (SCENT) to March 15, 2010 Complaint- SCENT Case dated April 20, 2010.....78

Plaintiff Jamie Curley's Complaint in Case No. 2010-CP-28-0322(SCENT Land Case) filed on March 15, 2010.....86

Defendant Dr. Puchalski Answer to SCENT Land Case dated April 20, 2010.....95

Defendant SCENT Land Holdings, LLC (SCENT Land) Answer in SCENT Land Case dated April 20, 2010.....106

Defendant SCENT's Motion to Amend Answer to Add Counterclaims dated October 5, 2010.....116

Defendant SCENT Land's Motion to Amend Answer to Add Counterclaims dated October 5, 2010.....146

Plaintiff Dr. Orville Dyce's Amended Complaint in SCENT case with Exhibits filed on October 21, 2011.....176

Plaintiff Jamie Curley's Amended Complaint in SCENT Land Case filed on October 21, 2011.....219

Defendant SCENT's Answer to Amended Complaint and Counterclaims filed on November 8, 2011.....226

Defendant SCENT Land's Answer to Amended Complaint and Counterclaims in SCENT Land Case filed on November 8, 2011.....235

Defendant Dr. Puchalski Answer to Amended Complaint filed on November14, 2011.....241

Defendant Dr. Puchalski and Amy Puchalski Answer to SCENT Land Amended Complaint filed November 14, 2011.....247

Plaintiff Dr. Orville Dyce's First Amended Complaint in SCENT Case with Exhibits filed on May 10, 2012.....251

Defendant SCENT, Dr. Puchalski and Amy Puchalski Answer to First Amended Complaint and Counterclaims(Jury Trial Demanded) filed on June 4, 2012.....299

Plaintiff's Notice of Motion and Motion for Summary Judgment in SCENT Land Case for dissolution of SCENT Land, filed on February 24, 2012.....313

Plaintiff's Memorandum in Support of Motion for Summary Judgment in SCENT Land Case for dissolution of SCENT Land, filed on April 11, 2012.....367

Defendant's Combined Memorandum in Opposition to Summary Judgment on Judicial Dissolution and Defendants' Counterclaims and Exhibits(with Affidavit of Dr. Puchalski in Support of) filed on April 11, 2012.....427

Defendants' Motion to Alter or Amend filed on August 13, 2012.....517

Plaintiffs' Motion to Alter or Amend filed on December 10, 2015.....524

Defendants' Motion to Alter or Amend filed on December 17, 2015.....534

Defendants' Motion Objecting to Appointment of Receiver.....596

TRANSCRIPTS

Transcript of Record of Proceedings on Plaintiff's Motion for Summary Judgment for Dissolution of SCENT Land, dated April 16, 2012.....603

Trial Transcript 745

Martin C. McWilliams

Direct.....745

Cross.....753

Orville Dyce, M.D.
Direct.....754
Cross.....927
Redirect.....1042

Chad Gunnlaugsson, M.D.
Direct.....1061
Cross.....1079

Tammy Szymanski
Direct.....1087
Cross.....1088
Redirect.....1097

Tammy Amerson Smith
Direct.....1098
Cross.....1100

Lance Jones (Designated Deposition Testimony Read).....1106

John Freeman
Direct.....1152
Cross.....1238
Redirect.....1248

Robert Puchalski, M.D.
Direct.....1253
Cross.....1496
Redirect.....1622
Recross.....1650

Walter Long
Direct.....1658
Cross.....1678
Redirect.....1772
Recross.....1792

Kimberly Koumas
Direct.....1798
Cross.....1806

Austin Sheheen
Direct.....1807
Cross.....1928
Redirect.....2017
Recross.....2039

Macy Vidrine, M.D.
Direct....2044
Cross....2094
Redirect....2121

Marc Quigley
Direct....2127
Cross....2197
Redirect....2247

EXHIBITS

Plaintiff's Exhibits

3-Shareholders Agreement between Bob Puchalski and Orville Dyce dated August 31, 2007....2293
4-Stock Purchase Agreement between Bob Puchalski and Orville Dyce dated August 31, 2007....2298
5-Email from Theresa Williams dated January 15, 2008 regarding Dyce's Buy-In....2307
6- Bill of Sale signed by Bob Puchalski Transferring 50,000 Shares to Orville Dyce dated August 31, 2007....2311
7-Shareholders Agreement by and Among South Carolina ENT Allergy and Sleep Medicine PA and its Shareholders, dated July 16, 2008, between SCENT and Orville Dyce....2312
8-Orville Dyce's Share Certificate dated July 16, 2008....2338
9-Stock Purchase Agreement between Orville Dyce and SCENT dated July 16, 2008....2340
10-Orville Dyce's Employment Agreement with SCENT dated June 1, 2008....2345
11-Draft Shareholders Agreement January 13, 2010....2362
12- Email from Ed White, Esquire, to Bruce Armin, Esquire, attaching the Draft 2010 Shareholders Agreement in redline form dated January 13, 2010....2399
15-Confidentiality Agreement between Bob Puchalski, Orville Dyce and SCENT dated May 2, 2010....2447
16-Operating Agreement of SCENT Land Holdings LLC dated September 30, 2009....2451
17-SCENT Land Holdings Articles of Organization dated September 5, 2008....2492
18-March 3, 2010 Email from Dr. Dyce to Dr. Puchalski....2494
19-March 3, 2010 Consent....2496
20-March 28, 2010 Consent....2498
21-The Consent of the Shareholders of SCENT-Bob Puchalski authorizes the Loan on November 1, 2009 dated March 31, 2010....2499
22-Management Directive dated March 30, 2010....2511
24-Email from Bruce Armin to Ed White dated December 23, 2009....2512
25-Email from Ed White to Bruce Armin regarding the draft 2010 Employment Agreements and Shareholders Agreement dated January 6, 2010....2514
26-Email from Bruce Armin to Ed White dated February 14, 2010....2517

30-Email from Bob Puchalski to Dr. Dyce dated February 27, 2010.....2518
31-Email from Dr. Dyce to Dr. Puchalski dated March 3, 2010.....2520
32-Email from Dr. Dyce to Theresa Williams dated March 3, 2010.....2522
33-Email from Theresa Williams to Dr. Dyce dated March 3, 2010.....2523
34-Email from Bob Puchalski to Orville Dyce dated March 3, 2010.....2524
35-Email from Bob Puchalski to Dr. Dyce dated March 6, 2010.....2525
37-Letter from James Lechman to Morris Ellison dated March 25, 2010.....2527
39-Email from Bob Puchalski to Orville Dyce dated March 26, 2010.....2533
53-Email from Bob Puchalski to Jamie Lechman dated March 21, 2010.....2535
56-Email from William Cox to Bruce Armin dated December 22, 2009.....2537
58-Email from Ed White to Bob Puchalski and Orville Dyce dated February 4, 2010.....2539
59-Email from Bob Puchalski to Ed White dated March 5, 2010.....2540
61-Email from Charlie Lucas to Bob Puchalski dated March 3, 2010.....2541
62-Email from Tammy to Dr. Dyce outlining the benefits from switching to the medical protective from JUA and PCF insurance dated February 16, 2010.....2542
63-Email from Ed White to Orville Dyce dated February 17, 2010.....2544
64-Email from Bob White to Theresa Williams dated February 17, 2010.....2546
65-Email from Ed White to Bruce Armin regarding medical malpractice policy and OD's request for same dated February 22, 2010.....2548
66-Email from Bob Puchalski to Dr. Dyce dated February 23, 2010.....2549
67-Report of medical procedures done by Dyce dated October 1, 2010 to February 4, 2011.2550
68-Carolina Pines Regional Medical Center document showing in-patient revenues and gross receipts profit dated October 10, 2010.....2563
69-Orville Dyce to Phyllis Coakly re: medical equipment pickup dated October 9, 2010.....2564
70-Articles of Organization of Dyce Medical Enterprises LLC dated August 17, 2010.....2565
75-Tax Return of Orville Dyce and Jamie Curley dated December 31, 2007.....2567
76-Joint Tax Return of Dyce and Curley dated December 31, 2008.....2614
78-Tax Return of Jamie and Orville dated December 11, 2010.....2677
79-Guarantees signed by Orville Dyce in regard to SCENT Land dated August 1, 2009, March 19, 2009; March 3, 2009, October 7, 2008.....2760
80-Physician Employment Agreement between HMA and Dr. Dyce dated September 15, 2010.....2775
81-Schedule showing how Bonus calculation-exhibit to HMA employment agreement dated October 8, 2010.....2787
82-Employment package presented by Carolina Pines to Orville Dyce dated September 1, 2010.....2794
83-Texts and calls between Dyce and Gunnlaugsson dated January 1, 2010.....2795
84-Unsigned Affidavit of Orville Dyce dated May 10, 2010.....2799
85-Unsigned Letter, dated from Bob Puchalski to Orville Dyce requesting that he comes back as an at will employee dated August 31, 2010.....2801
86-Affidavit of Keiley Taylor dated April 26, 2010.....2802
87-Letter from Chad Gunnlaugsson dated December 27, 2010.....2803
90-Consent Order of Dismissal with Prejudice as to dismissal with all claims for the Chad Gunnlaugsson case dated December 21, 2012.....2807

96-South Carolina ENT balance sheet dated April 30, 2010.....2812
100- Executive Summary of Kurt McCall of the Medical Office Building- inspection is 15 Exchange Drive property dated March 1, 2012.....2815
101-Deed from Amy Puchalski to SCENT Land Holdings LLC Hartsville property dated September 30, 2008.....2862
102-Kurt McCall's Executive Summary for the Medical Office Building at 696 Medical Park Drive dated March 1, 2012.....2866
103-Executive Summary of Kurt McCall for the 145 Park Central Columbia Office Building dated April 5, 2012.....2919
104-Title to real estate Amy Puchalski is conveying to SCENT Land Holdings LLC. 2967
105-Map-non-compete area dated April 16, 2012.....2970
106-Stock Share Certificate for Bob Puchalski dated July 16, 2008.....2971
107-Stock Register of SCENT dated July 16, 2008.....2973
108-Amended and Restated Articles of Incorporation for SCENT dated July 10, 2008.....2974
109-The Freeman Report dated May 9, 2012.....2982
111-August 31, 2010 Vidrine Shareholders Agreement.....3044
113-The Amendment and Restated Operating Agreement of SCENT Land Holdings LLC dated August 31, 2010.....3080
114-SCENT Land Holdings Tax Return dated December 31, 2009.....3119
115-Email from Bob Puchalski to Dyce dated March 5, 2007.....3169
118-Email from Bob Puchalski to Orville Dyce dated March 5, 20007.....3170
119-Email from Orville Dyce to Austin Sheheen dated May 9, 2007.....3173
120-Email from Bob Puchalski to Austin Sheheen dated March 11, 2007.....3174
121-Email from Bob Puchalski to Austin Sheheen dated March 16, 2007.....3175
124-SCENT K-1 distribution account recording distributions credited to Dr Dyce.....3181
125-Letter from Austin Sheheen to Bob Puchalski and Orville Dyce regarding buy-in dated April 30, 2007.....3183
127-Consent, signed by Orville Dyce and Bob Puchalski dated July 16, 2008.....3186
131-Settlement Statement for 145 Park Central Drive with guaranty dated May 5, 2009.....3188
132-Settlement of the Lugoff Properties dated March 3, 2009.....3192
133-Mortgage for SCENT Land Holdings LLC dated July 6, 2009.....3194
134-SCENT Land Holdings LLC Property Analysis and Debt dated May 9, 2010.....3205
135-Lease Agreement, dated between SCENT Land Holdings LLC and SCENT dated March 4, 2010.....3206
153-Email from Austin Sheheen to Robert Puchalski dated May 21, 2008.....3214
154-Email from Bob Puchalski to Barbara Myers regarding the tax liability dated June 18, 2009.....3216
156-Note dated October 7, 2008.....3217
161-Transcription of the termination meeting dated March 10, 2010.....3219
162-May 8, 2010 Consent.....3223
163-Email from Bob Puchalski to Dr. Dyce dated June 8, 2010.....3224
165-Transition Timeline dated May 10, 2010.....3226
172-Email from Ed White to Gus Dixon dated March 2, 2010.....3228
173-Email from Theresa Williams attaching notice of the special meeting of SCENT Land dated March 11, 2010.....3229
174-Notice of Special Meeting of SCENT Land Holdings Agenda dated March 11, 2010.....3230

175-Email from Bob Puchalski to Charlie Lucas dated March 16, 2010.....3231
176-Email from Teresa Williams to Bob Puchalski-notice mandatory two stage capital to all the members dated March 17, 2009.....3232
177-Decision of the employment appeal tribunal dated August 20, 2010.....3233
178-Duplicate email Bob Puchalski to Orville Dyce dated August 31, 2010.....3235
184-Call detail between Chad and Orville dated April 1, 2010.....3236
187-Loan to Amy Puchalski from Dr. Vidrine dated September 1, 2010.....3248
192-$1.7 million loan with the settlement statement attached dated May 5, 2010.....3252
195-Mortgage of real estate with SCENT Land Holdings, LLC dated August 1, 2010.....3265
196-Promissory Note-SCENT Land Holdings, LLC dated March 16, 2010.....3277
200-Construction contract for the Lugoff property dated September 22, 2009.....3280
204-Email from Bob Puchalski to Austin Sheheen dated April 8, 2010.....3293
213-Email between Bob Puchalski and Ed White dated June 3, 2010.....3294
231-Email from Bob Puchalski and Tammy Szymanski dated February 25, 2010.....3295
232-Preliminary evaluation of the cost of the buyout prepared by Dr. Wood dated May 9, 2012.....3298
234-W-2s for Dr. Dyce dated December 31, 2011.....3305
239-SCENT Land balance dated December 31, 2009.....3309
240-SCENT Land balance sheet dated December 31, 2009.....3310
248-General Ledger dated August 25, 2010.....3312
250-SCENT Financial Records for 2009 and 2010.....3643
253-2008 Form 1120S, US Income Tax Return for S Corporation for SCENT.....3898
257-Ed White email to Bruce Arman dated March 17, 2010.....3937
261-Articles of Incorporation for Kershaw Ear Nose and Throat dated November 5, 2004...3941
264-Bob Puchalski email to Barbara Myers dated January 19, 2010.....3943
265-Email from Bob Puchalski to Jamie and Tammy S. dated March 2, 2010.....3944
270-Patient by Zip Code chart dated May 9, 2010.....3945
271-Lost of patients and zip codes and address dated May 9, 2010.....3961
283-Palmetto Bank records dated February 10, 2010.....4029
286-Draft Operating Agreement of SCENT Land Holdings, LLC dated August 1, 2008.....4484
289-Tape recording of termination meeting dated March 8, 2010.....(Audio CD)
296-Richard Livingston Calculation and Damages Calculations dated November 18, 2013.....4514
301-March1, 2010 Unsigned Loan documents that Dr. Puchalski sent to Dr. Dyce.....4526
304-SCENT Payroll Journal dated June 11, 2008.....4558
320-Defendants' Answers to Plaintiff's Second Set of Interrogatories dated November 15, 2011.....4688

Defendant's Exhibits

2-Email between Dyce/Puchalski/Austin Sheheen dated March 5, 2007.....4692
3-Dr. Dyce Tax Return dated 2007.....4694
8-Employment Agreement between Dyce and SC ENT dated June 1, 2008.....4741
9-SCENT Employment Agreement with Dr. Gunnlaugsson dated June 1, 2008.....4755
10-Covenant not to Compete between SCENT and Dr. Dyce dated June 1, 2008.....4772
12-Email Dr. Puchalski to Austin Sheheen dated June 24, 2008.....4775

13-Dr. Dyce Certificate of Stock with SCENT dated July 16, 2008.....4776
25-Cheraw Referring Physicians dated 2009.....4777
26-Hartsville Referring Physicians dated 2009.....4782
27-Lugoff Referring Physicians dated 2009.....4790
28-Secretaty of State Filing for Southeastern Ear, Nose, Throat, Allergy, and Sleep Disorders Institute dated June 2, 2010.....4826
29-Emails between NMRS, Brice Armon, Dyce and Puchalski re: Contracts dated December 2009- January 2010.....4827
32-Letter from Charles Thompson to Ed White dated January 20 & 21, 2010.....4831
34-Email Correspondence from Ed White to Dyce, Armon and Puchalski regarding negotiating new Shareholder Agreement dated February 4, 2010 – March 26, 2010.....4835
35-Email regarding SCENT Land Holdings, LLC closing dated March 3, 2010.....4859
37-Email from Walter Long to Dr. Puchalski dated February 17, 2010.....4860
39-Email exchange between Ed White, Dr. Puchalski, & Dr. Dyce dated March 3, 2010.....4862
40-Dr. Dyce Request of Information dated March 5, 2010.....4864
41-Email from Theresa Williams to Jamie Curley regarding Review of Information dated March 1, 2010.....4866
43-Email from Dr. Puchalski to Jamie Curley regarding closing dated March 2, 2010.....4867
44-Email exchange between Dr. Puchalski, Dr. Dyce, Curley & Amy Puchalski regarding Access to Information & Confidentiality Agreement dated March 3, 2010.....4869
45-Email exchange between Dr. Puchalski, Dr. Dyce, Curley & Amy Puchalski regarding Access to Information & Confidentiality Agreement dated March 3, 2010.....4872
46-Email with SCENT Refi/Construction Loan Preliminary HUD to Dr. Dyce dated March 3, 2010.....4874
47-Email form Dr. Dyce Requesting Information dated March 6, 2010.....4875
49-Email exchange with Charlie Lucas dated March 8, 2010.....4878
51-Email from Ed White to Armon dated February 17, 2010.....4880
52-Email regarding Malpractice Insurance dated February 16, 2010.....4882
54-Email from Puchalski to Theresa Williams and Dr. Dyce: Give Access to all Financial Information dated February 17, 2010.....4884
56-Email from First Palmetto to Bruce Armon regarding Loan documents dated February 23, 2010.....4886
57-Email Tammy Szymanski re: VGM Lease dated February 25, 2010.....4887
58-Email Tammy Szymanski re: VGMFS Lease Documents dated March 1, 2010.....4888
59-Email from Kieley to Dr. Dyce with documents dated March 1, 2010.....4889
60-Email from Charlie Lucas to Dr. Puchalski regarding payment dated March 3, 2010.....4891
63-Letter from Charles Thompson to Nelson Mullins dated March 22, 2010.....4892
65-Email Gunnlaugsson to Mike Grabowski & Julie Dunn dated April 15, 2010.....4894
66-Note in the amount of $1,796,316.00 for SCENT Land Holdings and Guaranteed by Puchalski dated May 5, 2010.....4895
67-Consent Resolution to Terminate Dr. Dyce dated March 3, 2010.....4896
70-Dr. Gunnlaugsson Tax Return dated 2010.....4898

71-Dr. Dyce unsigned Affidavit....4913
72-Dr. Gunnlauggson "Manifesto" and Email dated December 21, 2009....4915
74-Average compensation chart for ENT's....4921
78-Patients by Zip Codes....4922
84-Email Gunnlaugsson to Colliers Keenan dated May 3, 2010....4939
86-Email from Dr. Gunnlaugsson to Thompson re: arbitration dated January 4-7, 2010....4941
87-Email from Puchalski to Szmanski re: 11 Pocosin Ct. tax bill dated November 30, 2009....4943
88-Email from Bruce Armon to Ed White re: SCENT/Dr. Dyce dated February 14, 2010....4944
89-Email from Dr. Puchalski to Tammy Szymanski and Dr. Dyce dated August 20, 2009....4946
92-Email from Dr. Puchalski to Tammy S., Ed White, and Theresa Williams regarding Malpractice Insurance dated February 16, 2010....4947
93-Email from Dr. Puchalski to Tammy S. regarding Respironics Invoice dated February 22, 2010....4949
97-Report of All ICD-9 Procedures Performed by Dr. Dyce form October 1, 2010 to February 4, 2011....4952
99-Carolina Pines Regional Medical Center Pro Forma....4965
101-Hartsville ENT, LLC Certificate of Existence from Secretary of State dated August 24, 2010....4966
108-Dr. Dyce 2008 Income Tax Return....4967
109-Carolina Pines Regional Medical Center Contract with Dr. Dyce....4969
114-Email between Rebecca G. and Mike Grabowski regarding Dr. Dyce coming on as partner dated April 6, 2010....4970
115-Operating Agreement of SCENT Land Holdings LLC dated September 30, 2009....4971
117-Dr. Dyce Patient Transfer List....5011
122-Monthly collections for Hartsville/Cheraw....5025
123-Dr. Dyce Advertisement for Carolina Pines in Camden Chronicle....5028
124-Dr. Dyce Advertisement for Carolina Pines in The Link....5030
126-Worker's Compensation Policy with Hartford dated August 27, 2009....5031
127-Charlie Lucas Construction Invoice dated March 1, 2010....5036
129-Letter to Ed White with Alternate Notice for Dr. Dyce's Practice dated April 16, 2010....5040
130-Production of HMA calculations of patient volume/revenue dated September 26, 2013....5045
133-Phone call records between Dr. Dyce, Dr. Gunnlaugsson, & Charles Thompson....5047
134-Text records between Dr. Dyce, Dr. Gunnlaugsson, & Charles Thompson....5104
135-Phone Calls & Text Graphs....5177
136-Plaintiff's Discovery Responses to Defendant's Request for Appraisal dated August 15, 2012....5181
137-C.S. McCall & Co. Invoice dated April 30, 2012....5186
138)-McCall Appraisal of Hartsville Medical Office Building dated March 1, 2012....5189
139-C.S. McCall Appraisal of Lugoff Medical Office Building dated March 1, 2012....5245

140-C.S. McCall Appraisal of Richland County Land dated March 1, 2012.....5276
141-The Honorable G. Thompson Cooper, Jr. Order from Dr. Gunnlauggson Trial.....5300
142-Plaintiff's Responses to Defendant's Requests to Admit.....5305
144-Medical Records Released to Dr. Dyce.....5318
146-10 Random Samples of Patient Medical Records.....5330
148-Email from Jamie Curley to Theresa Williams dated January 22, 2010.....5604
154-Email with Notice of Special Meeting of SCENT Landholdings, LLC scheduled for April 19, 2010 dated April 16, 2010.....5605
155-Notice of Special Meeting of SCENT Landholdings, LLC scheduled for April 19, 2010 dated April 16, 2010.....5607
156-Email to SCENT Landholdings, LLC Members dated March 17, 2010.....5608
157-Minutes from April 19, 2010 SCENT Landholdings, LLC Special Meeting.....5609
159-Email to Charlie Lucas about Capital Call dated March 16, 2010.....5611
163-Management Directive and Transition Timeline dated March 30, 2010.....5612
165-Lease Agreement between SCENT Land & SCENT dated March 4, 2010.....5617
166-Affidavit of Kim Koumas.....5626
167-Dr. Gunnlauggson verified Complaint against SCENT.....5628
169-Capital Buy-In after February 18, 2005 Employment Agreement with Dyce.....5640
172-Email from Gus Dixon to Morris Ellison dated April 23, 2010.....5642
173-Email from Charles Thompson to Vincent dated July 10, 2010.....5644
175-Malpractice Insurance Document.....5645
177-Curley Acknowledgement of Receipt of Confidential Information dated March 3, 2010.....5646
178-Deposition of Lance Jones.....5647
179-Deposition of Dr. Dyce, M.D.....5717
180-Hartsville Referring Dr. Report 2008-2009.....5940
181-Cheraw Referring Dr. Report 2008-2009.....5942
182-PNE Referring Dr. Report 2008-2009.....5943
183-West Wateree Referring Dr. Report 2008-2009.....5947
190-Transcript of Dr. Gunnlaugsson Settlement Agreement.....5950
191-Plaintiff's Amended Responses to Defendant's Request to Admit.....5962
207-Transcripts of Dr. Dyce Tape Recorded Conversations.....5968
209-Email from Tammy Szmanski regarding KCMC Lease dated April 27, 2010.....6403
211-Dr. Dyce Patient Volume Chart.....6404
212-Dr. Dyce Gain in Revenue Line Graph Chart.....6405
213-Dr. Dyce Gain in Revenue Graph Chart.....6406
214-Procedures by Patient Service Date—60 Day A/R.....6407
216-Dr. Dyce 2011 Tax Return.....6408
217-Dr. Dyce 2012 Tax Return.....6459
218-SCENT Damages Demonstrative Exhibit.....6500
220-Dr. Dyce Patient Volume Comparison at HMA.....6505
223-Email from Dr. Puchalski to Dr. Dyce dated March 5, 2010.....6506
224-Email from Dr. Puchalski to Curley regarding SCENT Land dated March 26, 2010.....6508
226-Email from Tammy S. to Dr. Dyce regarding Malpractice Insurance dated February 25, 2010.....6510
228-Hartsville-Cheraw Loss Spreadsheet by date of service 2010-2011.....6515

231-Dr. Dyce Equipment Quote at Carolina Pines.....6516
232-Dr. Gunnlaugsson Order to Return Confidential Information.....6521
233-2008 Covenant Not to Compete Accompanying 2008 Employment Agreement as Exhibit A 6524
234-Email from Ed White to Marshall Allen regarding Patient Notification and Covenant Not to Compete dated April 16, 2010.....6527
236-SCENT DEBT Chart.....6532
237-Dr Puchalski Passport Excerpt.....6533
238-SCENT & SCENT LAND Debt.....6534
239-Amended Articles of Incorporation for SCENT Landholdings, LLC dated May 3, 2010.....6535
240-$300,000 Unsecured Loan to SCENT, PA with Maturity date of March 3, 2010 dated March 3, 2009.....6537
243-Accounting for SCENT Landholdings as of May 9, 2010.....6539
244-Accounting for SCENT, PA.....6541
245-Purchase Price Calculation.....6561
246-Funding of Dr. Dyce Buy-In March 2007-January 2008.....6562
247-Funding for Dr. Dyce Buy-In March 2007-July 2008.....6563
248-Summary of 2008 Excess Distributions.....6564
249-Summary of 2009 Excess Distributions.....6565
250-Summary of Disbursements for the Benefit of Amy Puchalski.....6566
251-Schedule of Amounts Paid to Amy Puchalski.....6567
253-Debt of SCENT, PA as of May 9, 2010.....6568
254-Email between Austin Sheheen and Robert Puchalski, M.D. dated June 12, 2008.....6569
255-Letter to Bruce Armon, Esquire and Dana Morris, Esquire dated April 30, 2007.....6571
258-Full 60 Day A/R Procedures by Patient Service Date.....6574
279-Documents in Possession of First Palmetto for SCENT Landholdings, LLC.....6668
281-Summarized Methodologies to Determine Actual Accounts Receivable of SCENT as of May 9, 2010.....6701
282-Accounting Standard Definition of Net Realizable Value.....6702
283-Accounting Standard Definition of Receivable.....6703
284-Accounting Standard Definition of Cash Equivalents.....6725
285-Accounting Standard Definition of Cash Equivalents.....6730
286- Purchase Price Calculation Utilizing Calculated Accounts Receivable.....6732
287-Purchase Price Calculation Utilizing Accounts Receivable Booked in Accordance with the Corporation's Normal Accounting Methods.....6733

OTHER MATERIALS AND DOCUMENTS

Appellants/Respondents Notice of Appeal.....6734

Respondents/Appellants Notice of Cross-Appeal.....6795

Certificate of Counsel.....6854

From: Kieley Taylor [mailto:KTaylor@southcarolinaent.com]
Sent: Monday, March 01, 2010 12:21 PM
To: Dr Dyce
Cc: Robert Puchalski; Ed White; Armon, Bruce D.; Theresa Williams
Subject: FW: Docs

Dr. Dyce,

Here are the documents you were unable to read last week. The password is SCENT. You will need to open these documents using a desktop computer as opposed to using your iPhone. If you use the iPhone, you will be unable to type in the password, which causes the image to appear as a blank document. Please let me know if you have any problems.

Kieley

From: Terryn Cooper [mailto:tcooper@fpsb.com]
Sent: Monday, March 01, 2010 12:02 PM
To: Kieley Taylor
Subject: Docs

Kieley,

Here you go.

Terryn Cooper
First Palmetto Savings Bank
407 DeKalb Street
Camden, SC 29020
Office 803.424.5030
Fax 803.432.0193

SCENT LAND HOLDINGS, LLC 1165 HIGHWAY 1 SOUTH, SUITE 300 LUGOFF, SC 29078	FIRST PALMETTO SAVINGS BANK, FSB 407 DEKALB STREET CAMDEN, SC 29020
ACCOUNT HOLDER(S)	FINANCIAL INSTITUTION

AUTOMATIC TRANSFER AUTHORIZATION

In this authorization, the words "we," "our," or "us" mean the Financial Institution and the words "you" or "your" mean the Account Holder(s). Text following a box which is not checked does not apply to this agreement. You authorize us to make the following transfer of funds:

From Debited Account:	To Credited Account:
Account No. _____ Account Title SCENT LAND HOLDINGS, LLC _____ _____ Type ☐ Savings/Share ☒ Checking/Share Draft ☐ NOW ☐ _____	Account/Loan No. A _____ Account Title/Loan Description SCENT LAND HOLDINGS, LLC _____ Type ☐ Savings/Share ☐ Checking/Share Draft ☐ NOW ☐ Club Acct. ☐ Safe Deposit Fee ☐ Mortgage Loan Payment ☒ Installment Loan Payment ☐ _____

We will make transfers on the following basis:

☒ **PERIODIC TRANSFERS**
Amount to be Transferred $ 10,810.27 Effective Date 03-17-2010 Termination Date 02-17-2015
Frequency: ☐ Weekly ☒ Monthly ☐ _____

☐ **MAINTENANCE TRANSFER OF FUNDS**
You authorize us to charge your Debited Account when the account balance of your Credited Account falls below a minimum of $_____ and to transfer and deposit these funds in this account. The amount we can charge and transfer shall equal the amount necessary to raise your Credited Account balance to equal or exceed the minimum balance (if any). We will make all transfers in multiples of $ _____.
You authorize us to charge your Debited Account $ _____ for each _____
_____.

☐ **INSUFFICIENT FUNDS TRANSFER**
You authorize us to charge your Debited Account and to transfer and deposit money into your Credited Account to cover each overdraft on your Credited Account. We will make all transfers in multiples of $_____.
You authorize us to charge your Debited Account $ _____ for each _____
_____.

If a transfer date is a non-processing day for us then the transfer will be made on the first processing day ☒ before ☐ after the scheduled transfer date.

By signing below, the undersigned agree(s) to all the terms and conditions beginning on page 1 through the bottom of page 2 of this Authorization.

Signature _____ Signature _____
ROBERT PUCHALSKI ORVILLE DYCE
Authorization Number _____ Date 03-03-2010

TERMINATION OF THIS AGREEMENT: Any one of you may cancel this agreement by giving us written notice. Your notice will be effective TEN (10) days after we receive it.

Effective _____ (date) the undersigned cancels this Automatic Transfer Authorization.

Signed _____

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GENERALLY - The accounts listed on page one are covered by their individual terms and conditions, unless modified by this Authorization. If a transfer is made from a savings account, we reserve the right to require not less than 7 days written notice of withdrawal.

You agree to keep enough money in your Debited Account to cover the transfers you request by this Authorization. If your Debited Account balance is insufficient to cover the transfers you authorize, we may cancel this Authorization immediately without notice. We may use our rights and remedies under applicable law and our rules and regulations governing these types of accounts. These may include returning your checks or drafts unpaid and closing your account(s) by mailing a proper notice to you with a check or draft equal to the balance in the account.

You agree, in consideration of this service rendered by us, to indemnify (repay us for any loss) and hold us harmless (release us from any responsibility) from any liability or loss occurring due to the dishonor of any check or draft presented which results from any charge made or refused to be made by us under this Authorization. You agree to abide by our rules and regulations governing your account(s) as stated on your account agreement and as amended from time to time. We may take any security measures that we believe are necessary (such as recording telephone transfer conversations) without notice to you.

LOAN PAYMENT AUTHORIZATION - If your Credited Account listed on page one is a debt you owe us (e.g. a mortgage or installment loan), then you agree that we may continue to charge the Debited Account until the loan is paid or until you provide us with written notice of cancellation.

If your Debited Account does not have a sufficient balance on a day that a payment is to be debited, we may stop further efforts to debit your Debited Account and ask you for the payment and all subsequent payments until all payments under the loan are current. We will not use the availability of any credit line that you may have with us in determining whether your Debited Account has a sufficient balance. At our option and discretion, we may resume charging the Debited Account without further instruction from you once all payments are current. If we do not resume charging your Debited Account, we will notify you in writing that we have cancelled this Authorization. Cancellation of this Authorization does not excuse you from making timely payment under the terms of the loan.

AMENDMENTS AND TERMINATION - We will give you reasonable notice when we amend this Authorization. If this Authorization needs to be amended because of a change in State or Federal law, the change shall be effective immediately without notice. If no termination date is specified on page one, this Authorization will remain in effect until terminated by any one of you. We may terminate this Authorization by giving you written notice at the address stated on page one. Any notice will be effective immediately when mailed or delivered by us. Notice to any one of you is notice to all of you.

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AGREEMENT TO PROVIDE INSURANCE

DATE AND PARTIES. The date of this Agreement to Provide Insurance (Agreement) is 03-03-2010. The parties and their addresses are:

OWNER: SCENT LAND HOLDINGS, LLC
1165 HIGHWAY 1 SOUTH, SUITE 300
LUGOFF, SC 29078

SECURED PARTY: FIRST PALMETTO SAVINGS BANK, FSB
407 DEKALB STREET
CAMDEN, SC 29020

The pronouns "you" and "your" refer to the Secured Party. The pronouns "I," "me" and "my" refer to each person or entity signing this Agreement as Owner.

1. LOAN, LEASE, OR CONTRACT DESCRIPTION (Loan).

A. **Date:** 03-03-2010
B. **Loan Number:** A
C. **Loan Amount:** 1,796,316.00
D. **Additional Information:**

2. AGREEMENT TO PROVIDE INSURANCE. As part of my Loan, I agree to do all of the following (in addition to any requirements specified in the Loan documents).

A. I will insure the Property as listed and with the coverages shown in the COVERAGES section.
B. I will have you named on the policy, with the status listed under the STATUS section.
C. I will arrange for the insurance company to notify you that the policy is in effect and your status has been noted.
D. I will pay for this insurance, including any fee for this endorsement.
E. I will keep the insurance in effect until the Property is no longer subject to your security interest. (I understand that the Property may secure debts in addition to any listed in the LOAN DESCRIPTION section.)

3. DESCRIPTION OF PROPERTY. The Property subject to this Agreement is described as follows.

MEDICAL OFFICE BUILDING LOCATED ON HIGHWAY 601 SOUTH, LUGOFF SC 29078

4. COVERAGES. I agree to insure the Property according to the following described risks, amount of coverage, and maximum deductible allowed.

☒ If checked, all coverages will be for the full replacement value of the Property.

Homeowner's Coverage. ☐ H.O. ☐ Other (Describe) _____
Insurable Value: Deductible:

Automobile Coverages. ☐ Fire ☐ Theft ☐ Collision ☐ Comprehensive ☐ Liability ☐ Other _____
Insurable Value: Deductible: Minimum limits:

Property Coverage. ☒ Fire ☐ Theft ☐ Collision ☐ Comprehensive ☐ Liability ☐ Other _____
Insurable Value: Deductible:

5. STATUS. Your status shall be listed on the insurance policy as follows.

☐ Lienholder ☐ Certificate Holder ☐ Additional Insured ☒ Mortgagee ☐ Other _____

California Real Property: Hazard insurance exceeding the replacement value of the improvements on the property is not required as a condition of this loan.

6. ADDITIONAL TERMS.

7. INSURANCE COMPANY. The insurance policy covering the Property and the insurance company issuing the policy are as follows.

A. **Policy Number:** _____ **Effective From** _____ **To** _____
B. **Insurance Company Name, Address, and Phone Number:**

8. INSURANCE AGENCY AND AGENT. The insurance agency through which I have purchased, or intend to purchase, the required insurance is as follows.

A. **Agent Name:** _____
B. **Agency Name, Address, and Phone Number:**

9. SIGNATURES.

SIGNATURES FOR OWNER(S) AND AUTHORIZATION TO INSURANCE AGENT AND COMPANY. By signing below, I agree to the terms contained in this Agreement and acknowledge receipt of a copy of this Agreement. I request the listed insurance company and agency to provide the indicated coverage and list you on the policy with the indicated status. I also request the insurance company or its authorized agent to immediately confirm that the policy is in effect by signing this form and forwarding a copy of the policy to you.

SCENT LAND HOLDINGS, LLC

X _____ Date _____
ROBERT PUCHALSKI

X _____ Date _____
ORVILLE DYCE

SIGNATURE FOR SECURED PARTY AND REQUEST FOR CONFIRMATION. Upon receipt of this Agreement, the insurance company or agency named above is requested to confirm the policy coverages shown above.

By X _____ Date _____
WALTER LONG, VICE PRESIDENT

SIGNATURE FOR INSURANCE COMPANY AND CONFIRMATION. By signing below, Insurance Company confirms the existence of the insurance coverages agreed to be provided by our insured and that you will be notified not less than 10 days before cancellation.

_____
Insurance Company

By X _____ Date _____

Please return to Secured Party at the address listed in the DATE AND PARTIES section.

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COMMERCIAL LOAN APPLICATION - SUMMARY

IMPORTANT APPLICANT INFORMATION: Federal law requires financial institutions to obtain sufficient information to verify your identity. You may be asked several questions and to provide one or more forms of identification to fulfill this requirement. In some instances we may use outside sources to confirm the information. The information you provide is protected by our privacy policy and federal law.

Applicant's Name and Address	Creditor's Name and Address	
SCENT LAND HOLDINGS, LLC 1165 HIGHWAY 1 SOUTH, SUITE 300 LUGOFF, SC 29078	FIRST PALMETTO SAVINGS BANK, FSB 407 DEKALB STREET CAMDEN, SC 29020	Date 03-03-2010 Telephone # Taxpayer I.D.# 263-44-4911 Nature of Business Business Year End Date

General Information

Legal Relationship: ☐ Corporation ☐ Partnership ☐ Sole-Proprietorship ☐ Other

Authorization Resolution Dated: ☐ Submitted with Statement ☐ On File With Creditor ☐ To Be Provided

Income Tax Return Filed Through What Date: Are Any Returns Being Contested or Audited: ☐ Yes ☒ No

Name of Accountant or Accounting Firm:

Names of Persons Authorized to Borrow Money on Behalf of and in the Name of the Applicant:

Loan Request

Amount Requested $ 1,796,316.00 ☒ Secured ☐ Unsecured ☐ Initial Request ☒ Additional Advance

Purpose of Loan ESTABLISH CONSTRUCTION LOAN Terms

Financial Summary (See page 2 for explanation)

☐ Financial Statement Submitted with this Summary. ☐ Current Financial Statement on File with Creditor.

Assets		Liabilities	
Current Assets		Current Liabilities	
Account/Trade Receivables		Long Term Liabilities	
Inventory - Gross		Other Liabilities	
Fixed Assets		Total Liabilities	
Other		Net Worth (Total Assets minus Total Liabilities)	
Total Assets		Total Liabilities and Net Worth	

Profit and Loss		Additional Information Requested
From	To	Date of Birth - (for individuals only)
Net Sales		
Gross Profit		
Net Operating Profit		
Net Profit/Loss		

Equal Credit Opportunity Notice

Were your gross revenues $1,000,000 or less in your previous fiscal year?

☐ Yes ☒ No

If you answered "yes" and the Creditor denies your application for credit, you have the right to a written statement of the specific reasons for the denial. To obtain the statement please contact:

within 60 days from the date you are notified of Creditor's decision. The Creditor will send you a written statement of reasons for the denial within 30 days of receiving your request for the statement. The notice at right describes additional protections extended to you.

NOTICE: The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (providing the applicant has the capacity to enter into a binding contract), because all or a part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is:

OFFICE OF THRIFT SUPERVISION
1475 PEACHTREE STREET NW
ATLANTA, GA 30309

☐ **NOTICE - JOINT CREDIT:**

We intend to apply for joint credit. (initials) _____

DEFINITIONS

1. **Current Assets** - Cash, marketable securities, accounts receivable - trade (net), inventory (net) and other current assets.

2. **Account/Trade Receivables** - All current accounts and notes and deferred notes, less reserve for bad debts.

3. **Inventory-Gross** - Value of finished goods, work in progress and raw materials.

4. **Fixed Assets** - Net value of all land, buildings, machinery, equipment, fixtures, furniture, etc.

5. **Total Assets** - All current assets, receivables, inventory, fixed assets and amounts due from officers and employees, investments, deferral/prepaid expenses, cash surrender value of life insurance policies and others.

6. **Current Liabilities** - Bank notes payable, other trade notes payable, accounts payable-trade, other accounts payable, due to officers and employees, taxes-income other, accrued expenses, long term debt due within one year, other current liabilities.

7. **Long Term Liabilities** - Notes, bonds, and mortgages and other accounts coming due in one year or more.

8. **Total Liabilities** - All current, long term and other liabilities.

9. **Net Sales** - All sales less discounts, charge-backs and allowances.

10. **Gross Profit** - Net sales less the cost of goods sold.

11. **Net Operating Profit** - Gross profit less: expenses, (selling, general and administrative, interest, depreciation), officer's compensation, provision for bad debt and other expenses.

12. **Net Profit or Loss** - Net operating profit, plus other income, less federal, state and local taxes.

13. **Gross Revenues** - Value of all sales and services provided prior to deducting discounts, charge backs and allowances. This amount is requested to determine Applicant's rights and Creditor's obligations under the Equal Credit Opportunity Act. The term has no exact accounting definition and Creditor will rely on value provided by Applicant.

CALIFORNIA NOTICE

For transactions secured by real property: Hazard Insurance exceeding the replacement value of the real property is not required as a condition of this loan.

This information and the information provided on all accompanying financial statements and schedules is provided for the purpose of obtaining credit for the Applicant(s) or for the purpose of Applicant(s) guaranteeing credit for others. Applicant(s) acknowledge that representations made in this statement will be relied on by Creditor in its decision to grant such credit. This Statement is true and correct in every detail and accurately represents the financial condition of the Applicant(s) on the date given below. Creditor is authorized to make all inquiries it deems necessary to verify the accuracy of the information contained herein and to determine the creditworthiness of the Applicant(s). Applicant(s) will promptly notify Creditor of any subsequent changes which would affect the accuracy of this Statement. Creditor is further authorized to answer any questions about Creditor's credit experience with Applicant(s). Applicant(s) are aware that any knowing or willful false statements regarding the value of the above property for purposes of influencing the actions of Creditor can be a violation of federal law, 18 U.S.C. & 1014, and may result in a fine or imprisonment or both.

In addition, each individual signing below authorizes the Creditor to check their individual credit account and employment history and have a credit reporting agency prepare a consumer credit report on them.

By signing below, the undersigned agree(s) to all the terms and conditions beginning on page 1 through the bottom of page 2 of this Application.

SCENT LAND HOLDINGS, LLC

By _____ Signature ROBERT PUCHALSKI Date

By _____ Signature ORVILLE DYCE Date

By _____ Signature Date

By _____ Signature Date

State of South Carolina — Space Above This Line For Recording Data

This document was prepared by (name, address, phone number):

ASSIGNMENT OF LEASES AND RENTS

1. **DATE AND PARTIES.** The date of this Assignment of Leases and Rents (Assignment) is 03-03-2010. The parties and their addresses are:

ASSIGNOR: SCENT LAND HOLDINGS, LLC
1165 HIGHWAY 1 SOUTH, SUITE 300
LUGOFF, SC 29078

☐ Refer to the Addendum that is attached and incorporated herein for additional Assignors.

LENDER: FIRST PALMETTO SAVINGS BANK, FSB
ORGANIZED AND EXISTING UNDER THE LAWS OF THE UNITED STATES OF AMERICA
407 DEKALB STREET
CAMDEN, SC 29020

2. **ASSIGNMENT OF LEASES AND RENTS.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debts and Assignor's performance under this Assignment, Assignor irrevocably assigns, grants, bargains, conveys and mortgages to Lender as additional security all the right, title and interest in the following (all referred to as Property).

A. Existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements for the use and occupancy of the Property, including any extensions, renewals, modifications or replacements (all referred to as Leases).

B. Rents, issues and profits (all referred to as Rents), including but not limited to security deposits, minimum rent, percentage rent, additional rent, common area maintenance charges, parking charges, real estate taxes, other applicable taxes, insurance premium contributions, liquidated damages following default, cancellation premiums, "loss of rents" insurance, guest receipts, revenues, royalties, proceeds, bonuses, accounts, contract rights, general intangibles, and all rights and claims which Assignor may have that in any way pertain to or are on account of the use or occupancy of the whole or any part of the Property.

C. The term Property as used in this Assignment shall include the following described real property:
TAX MAP #390-00-00-032

The Property is located in KERSHAW County at HIGHWAY 601, LUGOFF, SC 29078 (Address, City, State, ZIP Code).

In the event any item listed as Leases or Rents is determined to be personal property, this Assignment will also be regarded as a security agreement.

3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Assignment at any one time will not exceed $ 1,796,316.00 . This limitation of amount does not include interest and other fees and charges validly made pursuant to this Assignment. Also, this limitation does not apply to advances made under the terms of this Assignment to protect Lender's security and to perform any of the covenants contained in this Assignment. Interest under the Note will be deferred, accrued or capitalized; however, Lender will not be required to defer, accrue or capitalize any interest except as provided in the Note.

4. **SECURED DEBTS.** This Assignment will secure the following Secured Debts:

A. ☒ **Specific Debts.** The following debts and all extensions, renewals, refinancings, modifications and replacements. (Include items such as borrowers' names, note amounts, interest rates, maturity dates, etc.)

BORROWER: SCENT LAND HOLDINGS, LLC
NOTE DATE: 3-3-2010
MATURITY DATE: 3-3-2015
RATE: 5.95%
NOTE AMOUNT: $1,796,316.00

☐ One or more of the debts secured by this Assignment contains a future advance provision.

B. ☐ **All Debts.** All present and future debts from Assignor and _____

to Lender, even if this Assignment is not specifically referenced or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Assignment, each agrees that it will secure debts incurred either individually or with others who may not sign this Assignment. Nothing in this Assignment constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing. In the event that Lender fails to provide notice of the right of rescission, Lender waives any subsequent security interest in the Assignor's principal dwelling that is created by this Assignment. This Assignment will not secure any debt for which a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. This Assignment will not secure any debt for which a security interest is created in "margin stock" and Lender does not obtain a "statement of purpose," as defined and required by federal law governing securities.

C. **Sums Advanced.** All sums advanced and expenses incurred by Lender under the terms of this Assignment.

5. **PAYMENTS.** Assignor agrees that all payments under the Secured Debts will be paid when due and in accordance with the terms of the Secured Debts and this Assignment.

6. **COLLECTION OF RENTS.** Assignor may collect, receive, enjoy and use the Rents so long as Assignor is not in default. Assignor will not collect in advance any Rents due in future lease periods, unless Assignor first obtains Lender's written consent. Upon default, Assignor will receive any Rents in trust for Lender and Assignor will not commingle the Rents with any other funds. When Lender so directs, Assignor will endorse and deliver any payments of Rents from the Property to Lender. Amounts collected will be applied at Lender's discretion to the Secured Debts, the costs of managing, protecting and preserving the Property, and other necessary expenses. Assignor agrees that this Assignment is immediately effective between Assignor and Lender and effective as to third parties on the recording of this Assignment.

7. **WARRANTIES AND REPRESENTATIONS.** To induce Lender to enter into the Loan, Assignor makes these representations and warranties for as long as this Assignment is in effect.

A. **Power.** Assignor is duly organized, validly existing and in good standing under the laws in the jurisdiction where Assignor was organized and is duly qualified, validly existing and in good standing in all jurisdictions in which Assignor operates or Assignor owns or leases property. Assignor has the power and authority to enter into this transaction and to carry on Assignor's business or activity as now conducted.

B. **Authority.** The execution, delivery and performance of this Assignment and the obligation evidenced by this Assignment: are within Assignor's duly authorized powers; has received all necessary governmental approval; will not violate any provision of law or order of court or governmental agency; and will not violate any agreement to which Assignor is a party or to which Assignor is or any of Assignor's property is subject.

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C. **Name and Place of Business.** Other than previously disclosed in writing to Lender, Assignor has not changed Assignor's name or principal place of business within the last ten years and has not used any other trade or fictitious name. Without Lender's prior written consent, Assignor does not and will not use any other name and will preserve Assignor's existing name, trade names and franchises.

D. **Ownership or Lease of Property.** Assignor owns or leases all property that Assignor needs to conduct Assignor's business and activities. All of Assignor's property is free and clear of all liens, security interests, encumbrances and other adverse claims and interests, except those Lender previously agreed to in writing.

E. **Compliance with Laws.** Assignor is not violating any laws, regulations, rules, orders, judgments or decrees applicable to Assignor or Assignor's property, except for those that Assignor is challenging in good faith through proper proceedings after providing adequate reserves to fully pay the claim and its challenge should Assignor lose.

F. **Title.** Assignor has good title to the Leases, Rents and Property and the right to assign, grant, bargain, convey and mortgage to Lender as additional security the Leases and Rents, and no other person has any right in the Leases and Rents.

G. **Recordation.** Assignor has recorded the Leases as required by law or as otherwise prudent for the type and use of the Property.

H. **Default.** No default exists under the Leases, and the parties subject to the Leases have not violated any applicable law on leases, licenses and landlords and tenants. Assignor, at its sole cost and expense, will keep, observe and perform, and require all other parties to the Leases to comply with the Leases and any applicable law. If Assignor or any party to the Lease defaults or fails to observe any applicable law, Assignor will promptly notify Lender.

I. **Lease Modification.** Assignor has not sublet, modified, extended, canceled, or otherwise altered the Leases, or accepted the surrender of the Property covered by the Leases (unless the Leases so required).

J. **Encumbrance.** Assignor has not assigned, compromised, subordinated or encumbered the Leases and Rents.

8. **COVENANTS.** Assignor agrees to the following covenants:

A. **Rent Abatement and Insurance.** When any Lease provides for an abatement of Rents due to fire, flood or other casualty, Assignor will insure against this risk of loss with a policy satisfactory to Lender. Assignor may choose the insurance company, subject to Lender's approval, which will not be unreasonably withheld.

B. **Copies of Leases.** Assignor will promptly provide Lender with copies of the Leases and will certify these Leases are true and correct copies. The existing Leases will be provided on execution of the Assignment, and all future Leases and any other information with respect to these Leases will be provided immediately after they are executed.

C. **Right to Rents.** Immediately after the execution of this Assignment, Assignor will notify all current and future tenants and others obligated under the Leases of Lender's right to the Leases and Rents, and will request that they immediately pay all future Rents directly to Lender when Assignor or Lender asks them to do so.

D. **Accounting.** When Lender requests, Assignor will provide to Lender an accounting of Rents, prepared in a form acceptable to Lender, subject to generally accepted accounting principles and certified by Assignor or Assignor's accountant to be current, accurate and complete as of the date requested by Lender.

E. **Lease Modification.** Assignor will not sublet, modify, extend, cancel, or otherwise alter the Leases, or accept the surrender of the Property covered by the Leases (unless the Leases so required) without Lender's written consent.

F. **Encumbrance.** Assignor will not assign, compromise, subordinate or encumber the Leases and Rents without Lender's prior written consent.

G. **Future Leases.** Assignor will not enter into any future Leases without prior written consent from Lender. Assignor will execute and deliver such further assurances and assignments as to these future Leases as Lender requires from time to time.

H. **Personal Property.** Assignor will not sell or remove any personal property on the Property, unless Assignor replaces this personal property with like kind for the same or better value.

I. **Prosecution and Defense of Claims.** Assignor will appear in and prosecute its claims or defend its title to the Leases and Rents against any claims that would impair Assignor's interest under this Assignment and, on Lender's request, Assignor will also appear in any action or proceeding on behalf of Lender. Assignor agrees to assign to Lender, as requested by Lender, any right, claims or defenses which Assignor may have against parties who supply labor or materials to improve or maintain the leaseholds subject to the Leases and/or the Property.

J. **Liability and Indemnification.** Lender does not assume or become liable for the Property's maintenance, depreciation, or other losses or damages when Lender acts to manage, protect or preserve the Property, except for losses or damages due to Lender's gross negligence or intentional torts to the extent permitted by law. Otherwise, Assignor will indemnify Lender and hold Lender harmless for all liability, loss or damage that Lender may incur when Lender opts to exercise any of its remedies against any party obligated under the Leases.

K. **Leasehold Estate.** Assignor will not cause or permit the leasehold estate under the Leases to merge with Assignor's reversionary interest, and agrees that the Leases shall remain in full force and effect regardless of any merger of the Assignor's interests and of any merger of the interests of Assignor and any party obligated under the Leases.

L. **Insolvency.** Lender will be the creditor of each tenant and of anyone else obligated under the Leases who is subject to an assignment for the benefit of creditors, an insolvency, a dissolution or a receivership proceeding, or a bankruptcy.

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_____ _____

9. **TRANSFER OF AN INTEREST IN THE ASSIGNOR.** If Assignor is an entity other than a natural person (such as a corporation or other organization), Lender may demand immediate payment if:
   A. A beneficial interest in Assignor is sold or transferred.
   B. There is a change in either the identity or number of members of a partnership or similar entity.
   C. There is a change in ownership of more than 25 percent of the voting stock of a corporation or similar entity.
   However, Lender may not demand payment in the above situations if it is prohibited by law as of the date of this Assignment.

10. **DEFAULT.** Assignor will be in default if any of the following occur with regard to the Secured Debts that are secured by this Assignment:
   A. **Payments.** Assignor fails to make a payment in full when due.
   B. **Insolvency or Bankruptcy.** Assignor makes an assignment for the benefit of creditors or becomes insolvent, either because Assignor's liabilities exceed Assignor's assets or Assignor is unable to pay Assignor's debts as they become due; or Assignor petitions for protection under federal, state or local bankruptcy, insolvency or debtor relief laws, or is the subject of a petition or action under such laws and fails to have the petition or action dismissed within a reasonable period of time not to exceed 60 days.
   C. **Death or Incompetency.** If Assignor is an individual, Assignor dies or is declared legally incompetent.
   D. **Business Termination.** If Assignor is not an individual, Assignor merges, dissolves, reorganizes or ends its business or existence, or a partner or majority owner dies or is declared legally incompetent.
   E. **Failure to Perform.** Assignor fails to perform any condition or to keep any promise or covenant of this Assignment, any other document evidencing or pertaining to the Loan, or any other debt or agreement Assignor has with Lender.
   F. **Misrepresentation.** Assignor makes any verbal or written statement or provides any financial information that is untrue, inaccurate, or conceals a material fact at the time it is made or provided.
   G. **Property Transfer.** Assignor transfers all or a substantial part of Assignor's money or property.
   H. **Property Value.** The value of the Property declines or is impaired.
   I. **Name Change.** Assignor changes Assignor's name or assumes an additional name without notifying Lender before making such a change.
   J. **Material Change.** Without first notifying Lender, there is a material change in Assignor's business, including ownership, management, and financial conditions.
   K. **Insecurity.** Lender reasonably believes that Lender is insecure.

11. **REMEDIES.** After Assignor defaults, and after Lender gives any legally required notice and opportunity to cure the default, Lender may at Lender's option do any one or more of the following:
   A. **Acceleration.** Lender may make all or any part of the amount owing by the terms of the Secured Debts immediately due.
   B. **Additional Security.** Lender may demand additional security or additional parties to be obligated to pay the Secured Debts.
   C. **Sources.** Lender may use any and all remedies Lender has under the state law where the Property is located or federal law or in any instrument evidencing or pertaining to the Secured Debts.
   D. **Insurance Benefits.** Lender may make a claim for any and all insurance benefits or refunds that may be available on Assignor's default.
   E. **Payments Made On Assignor's Behalf.** Amounts advanced on Assignor's behalf will be immediately due and may be added to the Secured Debts.
   F. **Rents.** Lender may terminate Assignor's right to collect Rents and directly collect and retain Rents in Lender's name without taking possession of the Property and to demand, collect, receive, and sue for the Rents, giving proper receipts and releases. In addition, after deducting all reasonable expenses of collection from any collected and retained Rents, Lender may apply the balance as provided for by the Secured Debts.
   G. **Entry.** Lender may enter, take possession, manage and operate all or any part of the Property; make, modify, enforce or cancel or accept the surrender of any Leases; obtain or evict any tenants and licensees; increase or reduce Rents; decorate, clean and make repairs or do any other act or incur any other cost Lender deems proper to protect the Property as fully as Assignor could do. Any funds collected from the operation of the Property may be applied in such order as Lender may deem proper, including, but not limited to, payment of the following: operating expenses, management, brokerage, attorneys' and accountants' fees, the Secured Debts, and toward the maintenance of reserves for repair or replacement. Lender may take such action without regard to the adequacy of the security, with or without any action or proceeding, through any person or agent, or receiver to be appointed by a court, and irrespective of Assignor's possession. The collection and application of the Rents or the entry upon and taking possession of the Property as set out in this section shall not cure or waive any notice of default under the Secured Debts, this Assignment, or invalidate any act pursuant to such notice. The enforcement of such remedy by Lender, once exercised, shall continue for so long as Lender shall elect, notwithstanding that such collection and application of Rents may have cured the original default.

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_____ _____

H. **Waiver.** Except as otherwise required by law, by choosing any one or more of these remedies you do not give up any other remedy. You do not waive a default if you choose not to use a remedy. By electing not to use any remedy, you do not waive your right to later consider the event a default and to use any remedies if the default continues or occurs again.

12. **APPOINTMENT OF A RECEIVER.** On or after an Assignor's default, Assignor agrees to Lender making an application to the court for an appointment of a receiver for the benefit of Lender to take possession of the Property and the Leases, with the power to receive, collect and apply the Rents. Any Rents collected will be applied as the court authorizes to pay taxes, to provide insurance, to make repairs and to pay costs or any other expenses relating to the Property, the Leases and Rents, and any remaining sums shall be applied to the Secured Debts. Assignor agrees that this appointment of a receiver may be without giving bond, without reference to the then-existing value of the Property, and without regard to the insolvency of any person liable for any of the Secured Debts.

13. **COLLECTION EXPENSES AND ATTORNEYS' FEES.** To the extent permitted by law, Assignor agrees to pay all expenses of collection, enforcement or protection of Lender's rights and remedies under this Assignment. Unless the applicable law that governs this Assignment is North Dakota, expenses include, but are not limited to, reasonable attorneys' fees, court costs and other legal expenses. These expenses are due and payable immediately. These expenses will bear interest from the date of payment until paid in full at the contract interest rate then in effect for the Loan. To the extent permitted by the United States Bankruptcy Code, Assignor agrees to pay the reasonable attorneys' fees Lender incurs to collect this Assignment as awarded by any court exercising jurisdiction under the Bankruptcy Code.

14. **ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES.** As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste," "hazardous substance," or "regulated substances" under any Environmental Law.

Assignor represents, warrants and agrees that:

A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance has been, is, or will be located, transported, manufactured, treated, refined, or handled by any person on, under or about the Property, except in the ordinary course of business and in strict compliance with all applicable Environmental Law.
B. Except as previously disclosed and acknowledged in writing to Lender, Assignor has not and will not cause, contribute to, or permit the release of any Hazardous Substance on the Property.
C. Assignor will immediately notify Lender if (1) a release or threatened release of Hazardous Substance occurs on, under or about the Property or migrates or threatens to migrate from nearby property; or (2) there is a violation of any Environmental Law concerning the Property. In such an event, Assignor will take all necessary remedial action in accordance with Environmental Law.
D. Except as previously disclosed and acknowledged in writing to Lender, Assignor has no knowledge of or reason to believe there is any pending or threatened investigation, claim, or proceeding of any kind relating to (1) any Hazardous Substance located on, under or about the Property; or (2) any violation by Assignor or any tenant of any Environmental Law. Assignor will immediately notify Lender in writing as soon as Assignor has reason to believe there is any such pending or threatened investigation, claim, or proceeding. In such an event, Lender has the right, but not the obligation, to participate in any such proceeding including the right to receive copies of any documents relating to such proceedings.
E. Except as previously disclosed and acknowledged in writing to Lender, Assignor and every tenant have been, are and will remain in full compliance with any applicable Environmental Law.
F. Except as previously disclosed and acknowledged in writing to Lender, there are no underground storage tanks, private dumps or open wells located on or under the Property and no such tank, dump or well will be added unless Lender first consents in writing.
G. Assignor will regularly inspect the Property, monitor the activities and operations on the Property, and confirm that all permits, licenses or approvals required by any applicable Environmental Law are obtained and complied with.
H. Assignor will permit, or cause any tenant to permit, Lender or Lender's agent to enter and inspect the Property and review all records at any reasonable time to determine (1) the existence, location and nature of any Hazardous Substance on, under or about the Property; (2) the existence, location, nature, and magnitude of any Hazardous Substance that has been released on, under or about the Property; or (3) whether or not Assignor and any tenant are in compliance with applicable Environmental Law.

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_____ _____

I. Upon Lender's request and at any time, Assignor agrees, at Assignor's expense, to engage a qualified environmental engineer to prepare an environmental audit of the Property and to submit the results of such audit to Lender. The choice of the environmental engineer who will perform such audit is subject to Lender's approval.

J. Lender has the right, but not the obligation, to perform any of Assignor's obligations under this section at Assignor's expense.

K. As a consequence of any breach of any representation, warranty or promise made in this section, (1) Assignor will indemnify and hold Lender and Lender's successors or assigns harmless from and against all losses, claims, demands, liabilities, damages, cleanup, response and remediation costs, penalties and expenses to the extent permitted by law, including without limitation all costs of litigation and attorneys' fees, which Lender and Lender's successors or assigns may sustain; and (2) at Lender's discretion, Lender may release this Assignment and in return Assignor will provide Lender with collateral of at least equal value to the Property secured by this Assignment without prejudice to any of Lender's rights under this Assignment.

L. Notwithstanding any of the language contained in this Assignment to the contrary, the terms of this section will survive any foreclosure or satisfaction of this Assignment regardless of any passage of title to Lender or any disposition by Lender of any or all of the Property. Any claims and defenses to the contrary are hereby waived.

15. TERM. This Assignment will remain in full force and effect until the Secured Debts are paid or otherwise discharged and Lender is no longer obligated to advance funds under any loan or credit agreement which is a part of the Secured Debts. If any or all payments of the Secured Debts are subsequently invalidated, declared void or voidable, or set aside and are required to be repaid to a trustee, custodian, receiver or any other party under any bankruptcy act or other state or federal law, then the Secured Debts will be revived and will continue in full force and effect as if this payment had not been made.

16. CO-SIGNERS. If Assignor signs this Assignment but does not sign the Secured Debts, Assignor does so only to assign Assignor's interest in the Property to secure payment of the Secured Debts and Assignor does not agree to be personally liable on the Secured Debts. If this Assignment secures a guaranty between Lender and Assignor, Assignor agrees to waive any rights that may prevent Lender from bringing any action or claim against Assignor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws.

17. WAIVERS. Except to the extent prohibited by law, Assignor waives all homestead exemption rights relating to the Property.

18. U.C.C. PROVISIONS.

☒ **Construction Loan.** This Assignment secures an obligation incurred for the construction of an improvement on the Property.

19. OTHER TERMS. If checked, the following are applicable to this Assignment:

☐ **Line of Credit.** The Secured Debts include a revolving line of credit provision. Although the Secured Debts may be reduced to a zero balance, this Assignment will remain in effect until the Secured Debts and all underlying agreements have been terminated in writing by Lender.

☐ **Additional Terms.**

20. APPLICABLE LAW. This Assignment is governed by the laws of South Carolina, except to the extent otherwise required by the laws of the jurisdiction where the Property is located, and the United States of America.

21. JOINT AND INDIVIDUAL LIABILITY AND SUCCESSORS. Each Assignor's obligations under this Assignment are independent of the obligations of any other Assignor. Lender may sue each Assignor individually or together with any other Assignor. Lender may release any part of the Property and Assignor will still be obligated under this Assignment for the remaining Property. The duties and benefits of this Assignment will bind and benefit the successors and assigns of Lender and Assignor.

22. AMENDMENT, INTEGRATION AND SEVERABILITY. This Assignment may not be amended or modified by oral agreement. No amendment or modification of this Assignment is effective unless made in writing and executed by Assignor and Lender. This Assignment is the complete and final expression of the agreement. If any provision of this

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_____ _____

Assignment is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.

23. **INTERPRETATION.** Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Assignment.

24. **NOTICE, FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS.** Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail and by registered or certified mail, return receipt requested, to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one party will be deemed to be notice to all parties. Assignor will inform Lender in writing of any change in Assignor's name, address or other application information. Assignor will provide Lender any financial statements or information Lender requests. All financial statements and information Assignor gives Lender will be correct and complete. Assignor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Assignor's obligations under this Assignment and to confirm Lender's lien status on any Property. Time is of the essence.

25. **SIGNATURES.** By signing under seal, Assignor agrees to the terms and covenants contained in this Assignment. Assignor also acknowledges receipt of a copy of this Assignment.

SCENT LAND HOLDINGS, LLC
(Entity Name)

_____ (Seal)
(Signature) ROBERT PUCHALSKI

_____ (Seal)
(Signature) ORVILLE DYCE

Signed, sealed and delivered in the presence of:

_____
(Witness)

_____
(Witness)

PROBATE:

STATE OF SOUTH CAROLINA, COUNTY OF _____} ss.

Personally appeared before me the undersigned witness who, being duly sworn, deposed and said that (s)he saw the Assignor (and each Assignor if more than one) sign, seal and deliver the foregoing Assignment and that (s)he, together with the other witness whose name appears as a witness, witnessed the execution thereof.

Sworn to and subscribed before me this 17TH day

of FEBRUARY, 2010.

_____ (Seal)
Notary Public for South Carolina

_____

My commission expires: _____

FIRST PALMETTO SAVINGS BANK, FSB 407 DEKALB STREET CAMDEN, SC 29020 LENDER'S NAME AND ADDRESS	SCENT LAND HOLDINGS, LLC 1165 HIGHWAY 1 SOUTH, SUITE 300 LUGOFF, SC 29078 BORROWER'S NAME AND ADDRESS	Loan Number A Date 03-03-2010 Loan Amount $ 1,796,316.00

ERRORS AND OMISSIONS AGREEMENT

The undersigned borrower(s), in consideration of the closing of a certain loan by FIRST PALMETTO SAVINGS BANK, FSB the "Lender" to SCENT LAND HOLDINGS, LLC "Borrower(s)" in the above stated amount, as evidenced by a promissory note and secured by a Deed of Trust or mortgage against real property located at HIGHWAY 601, LUGOFF, SC 29078 and dated the date of this Errors and Omissions Agreement, agree(s), if requested by the "Lender" or its agent, to fully cooperate in the correction, if necessary in the reasonable discretion of the "Lender" of any and all loan closing documents so that all documents accurately describe the loan between the undersigned borrower(s) and the "Lender" and thus allow the "Lender" to sell, convey, seek a guaranty or obtain insurance for, or market said loan to any purchaser, including but not limited to any investor or institution, The Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Department of Veterans Affairs, or Municipal Bonding Authority.

The undersigned borrower(s) further agree(s) to comply with all above noted reasonable requests by the "Lender" within thirty (30) days from the date of the mailing of the correction requests by the "Lender". The undersigned borrower(s) agree(s) to assume all costs including by way of illustration and not limitation, actual expenses, legal fees and marketing losses for failing to reasonably comply with the "Lender" requests within the specified thirty (30) days.

DATED this 3RD day of MARCH, 2010.

SCENT LAND HOLDINGS, LLC

(Borrower) ROBERT PUCHALSKI

(Borrower) ORVILLE DYCE

(Borrower)

(Borrower)

GUARANTY

CAMDEN (City), SOUTH CAROLINA (State)

MARCH 03, 2010

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce FIRST PALMETTO SAVINGS BANK, FSB (herein, with its participants, successors and assigns, called "Lender"), at its option, at any time or from time to time to make loans or extend other accommodations to or for the account of SCENT LAND HOLDINGS, LLC (herein called "Borrower") or to engage in any other transactions with Borrower, the Undersigned hereby absolutely and unconditionally guarantees to Lender the full and prompt payment when due, whether at maturity or earlier by reason of acceleration or otherwise, of the debts, liabilities and obligations described as follows:

A. If this ☐ is checked, the Undersigned guarantees to Lender the payment and performance of the debt, liability or obligation of Borrower to Lender evidenced by or arising out of the following: _____ and any extensions, renewals or replacements thereof (hereinafter referred to as the "Indebtedness").

B. If this ☒ is checked, the Undersigned guarantees to Lender the payment and performance of each and every debt, liability and obligation of every type and description which Borrower may now or at any time hereafter owe to Lender (whether such debt, liability or obligation now exists or is hereafter created or incurred, and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, or joint, several, or joint and several; all such debts, liabilities and obligations being hereinafter collectively referred to as the "Indebtedness"). Without limitation, this guaranty includes the following described debt(s): _____.

The Undersigned further acknowledges and agrees with Lender that:

1. No act or thing need occur to establish the liability of the Undersigned hereunder, and no act or thing, except full payment and discharge of all indebtedness, shall in any way exonerate the Undersigned or modify, reduce, limit or release the liability of the Undersigned hereunder.

2. This is an absolute, unconditional and continuing guaranty of payment of the Indebtedness and shall continue to be in force and be binding upon the Undersigned, whether or not all Indebtedness is paid in full, until this guaranty is revoked by written notice actually received by the Lender, and such revocation shall not be effective as to Indebtedness existing or committed for at the time of actual receipt of such notice by the Lender, or as to any renewals, extensions and refinancings thereof. If there be more than one Undersigned, such revocation shall be effective only as to the one so revoking. The death or incompetence of the Undersigned shall not revoke this guaranty, except upon actual receipt of written notice thereof by Lender and then only as to the decedent or the incompetent and only prospectively, as to future transactions, as herein set forth.

3. If the Undersigned shall be dissolved, shall die, or shall be or become insolvent (however defined) or revoke this guaranty, then the Lender shall have the right to declare immediately due and payable, and the Undersigned will forthwith pay to the Lender, the full amount of all Indebtedness, whether due and payable or unmatured. If the Undersigned voluntarily commences or there is commenced involuntarily against the Undersigned a case under the United States Bankruptcy Code, the full amount of all Indebtedness, whether due and payable or unmatured, shall be immediately due and payable without demand or notice thereof.

4. The liability of the Undersigned hereunder shall be limited to a principal amount of $ UNLIMITED (if unlimited or if no amount is stated, the Undersigned shall be liable for all Indebtedness, without any limitation as to amount), plus accrued interest thereon and all other costs, fees, and expenses agreed to be paid under all agreements evidencing the Indebtedness and securing the payment of the Indebtedness, and all attorneys' fees, collection costs and enforcement expenses referable thereto. Indebtedness may be created and continued in any amount, whether or not in excess of such principal amount, without affecting or impairing the liability of the Undersigned hereunder. The Lender may apply any sums received by or available to Lender on account of the Indebtedness from Borrower or any other person (except the Undersigned), from their properties, out of any collateral security or from any other source to payment of the excess. Such application of receipts shall not reduce, affect or impair the liability of the Undersigned hereunder. If the liability of the Undersigned is limited to a stated amount pursuant to this paragraph 4, any payment made by the Undersigned under this guaranty shall be effective to reduce or discharge such liability only if accompanied by a written transmittal document, received by the Lender, advising the Lender that such payment is made under this guaranty for such purpose.

5. The Undersigned will pay or reimburse Lender for all costs and expenses (including reasonable attorneys' fees and legal expenses) incurred by Lender in connection with the protection, defense or enforcement of this guaranty in any litigation or bankruptcy or insolvency proceedings.

This guaranty includes the additional provisions on page 2, all of which are made a part hereof.

This guaranty is ☒ unsecured; ☐ secured by a mortgage or security agreement dated _____; ☐ secured by _____.

IN WITNESS WHEREOF, this guaranty has been duly executed by the Undersigned the day and year first above written.

ORVILLE DYCE

ROBERT PUCHALSKI

"Undersigned" shall refer to all persons who sign this guaranty, severally and jointly.

ADDITIONAL PROVISIONS

6. Whether or not any existing relationship between the Undersigned and Borrower has been changed or ended and whether or not this guaranty has been revoked, Lender may, but shall not be obligated to, enter into transactions resulting in the creation or continuance of Indebtedness, without any consent or approval by the Undersigned and without any notice to the Undersigned. The liability of the Undersigned shall not be affected or impaired by any of the following acts or things (which Lender is expressly authorized to do, omit or suffer from time to time, both before and after revocation of this guaranty, without notice to or approval by the Undersigned): (i) any acceptance of collateral security, guarantors, accommodation parties or sureties for any or all Indebtedness; (ii) any one or more extensions or renewals of Indebtedness (whether or not for longer than the original period) or any modification of the interest rates, maturities or other contractual terms applicable to any Indebtedness; (iii) any waiver, adjustment, forbearance, compromise or indulgence granted to Borrower, any delay or lack of diligence in the enforcement of Indebtedness, or any failure to institute proceedings, file a claim, give any required notices or otherwise protect any Indebtedness; (iv) any full or partial release of, settlement with, or agreement not to sue, Borrower or any other guarantor or other person liable in respect of any Indebtedness; (v) any discharge of any evidence of Indebtedness or the acceptance of any instrument in renewal thereof or substitution therefor; (vi) any failure to obtain collateral security (including rights of setoff) for Indebtedness, or to see to the proper or sufficient creation and perfection thereof, or to establish the priority thereof, or to protect, insure, or enforce any collateral security; or any release, modification, substitution, discharge, impairment, deterioration, waste, or loss of any collateral security; (vii) any foreclosure or enforcement of any collateral security; (viii) any transfer of any Indebtedness or any evidence thereof; (ix) any order of application of any payments or credits upon Indebtedness; (x) any election by the Lender under §1111(b)(2) of the United States Bankruptcy Code.

7. The Undersigned waives any and all defenses, claims and discharges of Borrower, or any other obligor, pertaining to Indebtedness, except the defense of discharge by payment in full. Without limiting the generality of the foregoing, the Undersigned will not assert, plead or enforce against Lender any defense of waiver, release, statute of limitations, res judicata, statute of frauds, fraud, incapacity, minority, usury, illegality or unenforceability which may be available to Borrower or any other person liable in respect of any Indebtedness, or any setoff available against Lender to Borrower or any such other person, whether or not on account of a related transaction. The Undersigned expressly agrees that the Undersigned shall be and remain liable, to the fullest extent permitted by applicable law, for any deficiency remaining after foreclosure of any mortgage or security interest securing Indebtedness, whether or not the liability of Borrower or any other obligor for such deficiency is discharged pursuant to statute or judicial decision. The Undersigned shall remain obligated, to the fullest extent permitted by law, to pay such amounts as though the Borrower's obligations had not been discharged.

8. The Undersigned further agrees that the Undersigned shall be and remain obligated to pay Indebtedness even though any other person obligated to pay Indebtedness, including Borrower, has such obligation discharged in bankruptcy or otherwise discharged by law. "Indebtedness" shall include post-bankruptcy petition interest and attorneys' fees and any other amounts which Borrower is discharged from paying or which do not otherwise accrue to Indebtedness due to Borrower's discharge, and the Undersigned shall remain obligated to pay such amounts as though Borrower's obligations had not been discharged.

9. If any payment applied by Lender to Indebtedness is thereafter set aside, recovered, rescinded or required to be returned for any reason (including, without limitation, the bankruptcy, insolvency or reorganization of Borrower or any other obligor), the Indebtedness to which such payment was applied shall for the purposes of this guaranty be deemed to have continued in existence, notwithstanding such application, and this guaranty shall be enforceable as to such Indebtedness as fully as if such application had never been made.

10. Until the obligations of the Borrower to Lender have been paid in full, the Undersigned waives any claim, remedy or other right which the Undersigned may now have or hereafter acquire against Borrower or any other person obligated to pay Indebtedness arising out of the creation or performance of the Undersigned's obligation under this guaranty, including, without limitation, any right of subrogation, contribution, reimbursement, indemnification, exoneration, and any right to participate in any claim or remedy the Undersigned may have against the Borrower, collateral, or other party obligated for Borrower's debts, whether or not such claim, remedy or right arises in equity, or under contract, statute or common law.

11. The Undersigned waives presentment, demand for payment, notice of dishonor or nonpayment, and protest of any instrument evidencing Indebtedness. Lender shall not be required first to resort for payment of the Indebtedness to Borrower or other persons or their properties, or first to enforce, realize upon or exhaust any collateral security for Indebtedness, before enforcing this guaranty.

12. The liability of the Undersigned under this guaranty is in addition to and shall be cumulative with all other liabilities of the Undersigned to Lender as guarantor or otherwise, without any limitation as to amount, unless the instrument or agreement evidencing or creating such other liability specifically provides to the contrary.

13. This guaranty shall be enforceable against each person signing this guaranty, even if only one person signs and regardless of any failure of other persons to sign this guaranty. If there be more than one signer, all agreements and promises herein shall be construed to be, and are hereby declared to be, joint and several in each of every particular and shall be fully binding upon and enforceable against either, any or all the Undersigned. This guaranty shall be effective upon delivery to Lender, without further act, condition or acceptance by Lender, shall be binding upon the Undersigned and the heirs, representatives, successors and assigns of the Undersigned and shall inure to the benefit of Lender and its participants, successors and assigns. Any invalidity or unenforceability of any provision or application of this guaranty shall not affect other lawful provisions and application hereof, and to this end the provisions of this guaranty are declared to be severable. Except as authorized by the terms herein, this guaranty may not be waived, modified, amended, terminated, released or otherwise changed except by a writing signed by the Undersigned and Lender. This guaranty shall be governed by the laws of the State in which it is executed. The Undersigned waives notice of Lender's acceptance hereof.

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_____ _____

SCENT LAND HOLDINGS, LLC 1165 HIGHWAY 1 SOUTH, SUITE 300 LUGOFF, SC 29078 **BORROWER'S NAME AND ADDRESS** "I" includes each borrower above, jointly and severally.	FIRST PALMETTO SAVINGS BANK, FSB 407 DEKALB STREET CAMDEN, SC 29020 **LENDER'S NAME AND ADDRESS** "You" means the lender, its successors and assigns.	Line of Credit No. A Date 03-03-2010 Max. Credit Amt. 1,796,316.00 Loan Ref. No. A

You have extended to me a line of credit in the
AMOUNT of ONE MILLION SEVEN HUNDRED NINETY SIX THOUSAND THREE HUNDRED SIXTEEN AND NO/100 $ 1,796,316.00.

You will make loans to me from time to time until 12:00 P.m. on 02-17-2015. Although the line of credit expires on that date, I will remain obligated to perform all my duties under this agreement so long as I owe you any money advanced according to the terms of this agreement, as evidenced by any note or notes I have signed promising to repay these amounts.

This line of credit is an agreement between you and me. It is not intended that any third party receive any benefit from this agreement, whether by direct payment, reliance for future payment or in any other manner. This agreement is not a letter of credit.

1. AMOUNT: This line of credit is:

☐ OBLIGATORY: You may not refuse to make a loan to me under this line of credit unless one of the following occurs:
a. I have borrowed the maximum amount available to me;
b. This line of credit has expired;
c. I have defaulted on the note (or notes) which show my indebtedness under this line of credit;
d. I have violated any term of this line of credit or any note or other agreement entered into in connection with this line of credit;
e. _____

☐ DISCRETIONARY: You may refuse to make a loan to me under this line of credit once the aggregate outstanding advances equal or exceed _____ $ _____.

Subject to the obligatory or discretionary limitations above, this line of credit is:

☐ OPEN-END (Business or Agricultural only): I may borrow up to the maximum amount of principal more than one time.

☒ CLOSED-END: I may borrow up to the maximum only one time.

2. PROMISSORY NOTE: I will repay any advances made according to this line of credit agreement as set out in the promissory note, I signed on 03-03-2010, or any note(s) I sign at a later time which represent advances under this agreement. The note(s) set(s) out the terms relating to maturity, interest rate, repayment and advances. If indicated on the promissory note, the advances will be made as follows:
PROCEEDS TO BE ADVANCED AS AUTHORIZED BY FIRST PALMETTO SAVINGS BANK, FSB

3. RELATED DOCUMENTS: I have signed the following documents in connection with this line of credit and note(s) entered into in accordance with this line of credit:

☒ security agreement dated 03-03-2010 ☐ _____
☒ mortgage dated 03-03-2010 ☐ _____
☒ guaranty dated 03-03-2010 ☐ _____

4. REMEDIES: If I am in default on the note(s) you may:
a. take any action as provided in the related documents;
b. without notice to me, terminate this line of credit.
By selecting any of these remedies you do not give up your right to later use any other remedy. By deciding not to use any remedy should I default, you do not waive your right to later consider the event a default, if it happens again.

5. COSTS AND FEES: If you hire an attorney to enforce this agreement I will pay your reasonable attorney's fees, where permitted by law. I will also pay your court costs and costs of collection, where permitted by law.

6. COVENANTS: For as long as this line of credit is in effect or I owe you money for advances made in accordance with the line of credit, I will do the following:
a. maintain books and records of my operations relating to the need for this line of credit;
b. permit you or any of your representatives to inspect and/or copy these records;
c. provide to you any documentation requested by you which support the reason for making any advance under this line of credit;
d. permit you to make any advance payable to the seller (or seller and me) of any items being purchased with that advance;
e. _____

7. NOTICES: All notices or other correspondence with me should be sent to my address stated above. The notice or correspondence shall be effective when deposited in the mail, first class, or delivered to me in person.

8. MISCELLANEOUS: This line of credit may not be changed except by a written agreement signed by you and me. The law of the state in which you are located will govern this agreement. Any term of this agreement which is contrary to applicable law will not be effective, unless the law permits you and me to agree to such a variation.

FOR THE LENDER

WALTER LONG
Title VICE PRESIDENT

SIGNATURES: I AGREE TO THE TERMS OF THIS LINE OF CREDIT. I HAVE RECEIVED A COPY ON TODAY'S DATE.

ROBERT PUCHALSKI

ORVILLE DYCE

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This document was prepared by (name, address, phone):

State of South Carolina — Space Above This Line For Recording Data

REAL ESTATE MORTGAGE

(With Future Advance Clause)

1. **DATE AND PARTIES.** The date of this Mortgage is 03-03-2010 and the parties and their addresses are as follows:

MORTGAGOR: SCENT LAND HOLDINGS, LLC
1165 HIGHWAY 1 SOUTH, SUITE 300
LUGOFF, SC 29078

☐ Refer to the Addendum which is attached and incorporated herein for additional Mortgagors.

LENDER: FIRST PALMETTO SAVINGS BANK, FSB
ORGANIZED AND EXISTING UNDER THE LAWS OF THE UNITED STATES OF AMERICA
407 DEKALB STREET
CAMDEN, SC 29020

2. **MORTGAGE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (hereafter defined), Mortgagor grants, bargains, conveys and mortgages to Lender the following described property:
TAX MAP #390-00-00-032

The property is located in KERSHAW (County) at HIGHWAY 601

(Address), LUGOFF (City), South Carolina 29078 (Zip Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, crops, timber, all diversion payments or third party payments made to crop producers, and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property"). The term Property also includes, but is not limited to, any and all water wells, water, ditches, reservoirs, reservoir sites and dams located on the real estate and all riparian and water rights associated with the Property, however established.

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3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount of the Secured Debt (hereafter defined) secured by this Mortgage at any one time shall not exceed $ 1,796,316.00 . This limitation of amount does not include interest, loan charges, commitment fees, brokerage commissions, attorneys' fees and other charges validly made pursuant to this Mortgage and does not apply to advances (or interest accrued on such advances) made under the terms of this Mortgage to protect Lender's security and to perform any of the covenants contained in this Mortgage. Interest under the Note will be deferred, accrued or capitalized; however, Mortgagee shall not be required to defer, accrue or capitalize any interest except as provided in the Note. Future advances are contemplated and, along with other future obligations, are secured by this Mortgage even though all or part may not yet be advanced. Nothing in this Mortgage, however, shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment would need to be agreed to in a separate writing.

4. **SECURED DEBT DEFINED.** The term "Secured Debt" includes, but is not limited to, the following:
   A. The promissory note(s), contract(s), guaranty(ies) or other evidence of debt described below and all extensions, renewals, modifications or substitutions (Evidence of Debt) *(e.g., borrower's name, note amount, interest rate, maturity date)*:

      BORROWER: SCENT LAND HOLDINGS, LLC
      NOTE DATE: 3-3-2010
      MATURITY DATE: 3-3-2015
      RATE: 5.95%
      NOTE AMOUNT: $1,796,316.00

   B. All future advances from Lender to Mortgagor or other future obligations of Mortgagor to Lender under any promissory note, contract, guaranty, or other evidence of debt existing now or executed after this Mortgage whether or not this Mortgage is specifically referred to in the evidence of debt.
   C. All obligations Mortgagor owes to Lender, which now exist or may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Mortgagor and Lender.
   D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Mortgage, plus interest at the highest rate in effect, from time to time, as provided in the Evidence of Debt.
   E. Mortgagor's performance under the terms of any instrument evidencing a debt by Mortgagor to Lender and any Mortgage securing, guarantying, or otherwise relating to the debt.

   If more than one person signs this Mortgage as Mortgagor, each Mortgagor agrees that this Mortgage will secure all future advances and future obligations described above that are given to or incurred by any one or more Mortgagor, or any one or more Mortgagor and others. This Mortgage will not secure any other debt if Lender fails, with respect to such other debt, to make any required disclosure about this Mortgage or if Lender fails to give any required notice of the right of rescission.

5. **PAYMENTS.** Mortgagor agrees to make all payments on the Secured Debt when due and in accordance with the terms of the Evidence of Debt or this Mortgage.

6. **WARRANTY OF TITLE.** Mortgagor covenants that Mortgagor is lawfully seized of the estate conveyed by this Mortgage and has the right to grant, bargain, convey, sell, and mortgage the Property and warrants that the Property is unencumbered, except for encumbrances of record.

7. **CLAIMS AGAINST TITLE.** Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Mortgage. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses which Mortgagor may have against parties who supply labor or materials to improve or maintain the Property.

8. **PRIOR SECURITY INTERESTS.** With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property and that may have priority over this Mortgage, Mortgagor agrees:
   A. To make all payments when due and to perform or comply with all covenants.
   B. To promptly deliver to Lender any notices that Mortgagor receives from the holder.
   C. Not to make or permit any modification or extension of, and not to request or accept any future advances under any note or agreement secured by, the other mortgage, deed of trust or security agreement unless Lender consents in writing.

9. **DUE ON SALE OR ENCUMBRANCE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of any lien, encumbrance, transfer, or sale, or contract for any of these on the Property. However, if the Property includes Mortgagor's residence, this section shall be subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable. For the purposes of this section, the term "Property" also includes any interest to all or any part of the Property. This covenant shall run with the Property and shall remain in effect until the Secured Debt is paid in full and this Mortgage is released.

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10. **TRANSFER OF AN INTEREST IN THE MORTGAGOR.** If Mortgagor is an entity other than a natural person (such as a corporation or other organization), Lender may demand immediate payment if (1) a beneficial interest in Mortgagor is sold or transferred; (2) there is a change in either the identity or number of members of a partnership or similar entity; or (3) there is a change in ownership of more than 25 percent of the voting stock of a corporation or similar entity. However, Lender may not demand payment in the above situations if it is prohibited by law as of the date of this Mortgage.

11. **ENTITY WARRANTIES AND REPRESENTATIONS.** If Mortgagor is an entity other than a natural person (such as a corporation or other organization), Mortgagor makes to Lender the following warranties and representations which shall be continuing as long as the Secured Debt remains outstanding:
    A. Mortgagor is an entity which is duly organized and validly existing in the Mortgagor's state of incorporation (or organization). Mortgagor is in good standing in all states in which Mortgagor transacts business. Mortgagor has the power and authority to own the Property and to carry on its business as now being conducted and, as applicable, is qualified to do so in each state in which Mortgagor operates.
    B The execution, delivery and performance of this Mortgage by Mortgagor and the obligation evidenced by the Evidence of Debt are within the power of Mortgagor, have been duly authorized, have received all necessary governmental approval, and will not violate any provision of law, or order of court or governmental agency.
    C. Other than disclosed in writing Mortgagor has not changed its name within the last ten years and has not used any other trade or fictitious name. Without Lender's prior written consent, Mortgagor does not and will not use any other name and will preserve its existing name, trade names and franchises until the Secured Debt is satisfied.

12. **PROPERTY CONDITION, ALTERATIONS AND INSPECTION.** Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor will give Lender prompt notice of any loss or damage to the Property. Mortgagor will keep the Property free of noxious weeds and grasses. Mortgagor will not initiate, join in or consent to any change in any private restrictive covenant, zoning ordinance or other public or private restriction limiting or defining the uses which may be made of the Property or any part of the Property, without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims, and actions against Mortgagor or any other owner made under law or regulation regarding use, ownership and occupancy of the Property. Mortgagor will comply with all legal requirements and restrictions, whether public or private, with respect to the use of the Property. Mortgagor also agrees that the nature of the occupancy and use will not change without Lender's prior written consent.

    No portion of the Property will be removed, demolished or materially altered without Lender's prior written consent except that Mortgagor has the right to remove items of personal property comprising a part of the Property that become worn or obsolete, provided that such personal property is replaced with other personal property at least equal in value to the replaced personal property, free from any title retention device, security agreement or other encumbrance. Such replacement of personal property will be deemed subject to the security interest created by this Mortgage. Mortgagor shall not partition or subdivide the Property without Lender's prior written consent. Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Any inspection of the Property shall be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection.

13. **AUTHORITY TO PERFORM.** If Mortgagor fails to perform any of Mortgagor's duties under this Mortgage, or any other mortgage, deed of trust, security agreement or other lien document that has priority over this Mortgage, Lender may, without notice, perform the duties or cause them to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may do whatever is necessary to protect Lender's security interest in the Property. This may include completing the construction.

    Lender's right to perform for Mortgagor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Mortgage. Any amounts paid by Lender for insuring, preserving or otherwise protecting the Property and Lender's security interest will be due on demand and will bear interest from the date of the payment until paid in full at the interest rate in effect from time to time according to the terms of the Evidence of Debt.

14. **ASSIGNMENT OF LEASES AND RENTS.** Mortgagor assigns, grants, bargains, conveys and mortgages to Lender as additional security all the right, title and interest in the following (Property).
    A. Existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements for the use and occupancy of the Property, including but not limited to, any extensions, renewals, modifications or replacements (Leases).
    B. Rents, issues and profits, including but not limited to, security deposits, minimum rents, percentage rents, additional rents, common area maintenance charges, parking charges, real estate taxes, other applicable taxes, insurance premium contributions, liquidated damages following default, cancellation premiums, "loss of rents" insurance, guest receipts, revenues, royalties, proceeds, bonuses, accounts, contract rights, general intangibles, and all rights and claims which Mortgagor may have that in any way pertain to or are on account of the use or occupancy of the whole or any part of the Property (Rents).

    In the event any item listed as Leases or Rents is determined to be personal property, this Assignment will also be regarded as a security agreement.

    Mortgagor will promptly provide Lender with copies of the Leases and will certify these Leases are true and correct copies. The existing Leases will be provided on execution of the Assignment, and all future Leases and any other information with respect to these Leases will be provided immediately after they are executed. Mortgagor may collect, receive, enjoy and use the Rents so long as Mortgagor is not in default. Mortgagor will not collect in advance any Rents due in future lease periods, unless Mortgagor first obtains Lender's written consent. Upon default, Mortgagor will receive

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any Rents in trust for Lender and Mortgagor will not commingle the Rents with any other funds. When Lender so directs, Mortgagor will endorse and deliver any payments of Rents from the Property to Lender. Amounts collected will be applied at Lender's discretion to the Secured Debts, the costs of managing, protecting and preserving the Property, and other necessary expenses. Mortgagor agrees that this Security Instrument is immediately effective between Mortgagor and Lender and effective as to third parties on the recording of this Assignment.

As long as this Assignment is in effect, Mortgagor warrants and represents that no default exists under the Leases, and the parties subject to the Leases have not violated any applicable law on leases, licenses and landlords and tenants. Mortgagor, at its sole cost and expense, will keep, observe and perform, and require all other parties to the Leases to comply with the Leases and any applicable law. If Mortgagor or any party to the Lease defaults or fails to observe any applicable law, Mortgagor will promptly notify Lender. If Mortgagor neglects or refuses to enforce compliance with the terms of the Leases, then Lender may, at Lender's option, enforce compliance.

Mortgagor will not sublet, modify, extend, cancel, or otherwise alter the Leases, or accept the surrender of the Property covered by the Leases (unless the Leases so require) without Lender's consent. Mortgagor will not assign, compromise, subordinate or encumber the Leases and Rents without Lender's prior written consent. Lender does not assume or become liable for the Property's maintenance, depreciation, or other losses or damages when Lender acts to manage, protect or preserve the Property, except for losses and damages due to Lender's gross negligence or intentional torts. Otherwise, Mortgagor will indemnify Lender and hold Lender harmless for all liability, loss or damage that Lender may incur when Lender opts to exercise any of its remedies against any party obligated under the Leases.

15. **CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS.** If the Property includes a unit in a condominium or a planned unit development, Mortgagor will perform all of Mortgagor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.

16. **DEFAULT.** Mortgagor will be in default if any of the following occur:
    A. Any party obligated on the Secured Debt fails to make payment when due;
    B. A breach of any term or covenant in this Mortgage, any prior mortgage or any construction loan agreement, security agreement or any other document evidencing, guarantying, securing or otherwise relating to the Secured Debt;
    C. The making or furnishing of any verbal or written representation, statement or warranty to Lender that is false or incorrect in any material respect by Mortgagor or any person or entity obligated on the Secured Debt;
    D. The death, dissolution, or insolvency of, appointment of a receiver for, or application of any debtor relief law to, Mortgagor or any person or entity obligated on the Secured Debt;
    E. A good faith belief by Lender at any time that Lender is insecure with respect to any person or entity obligated on the Secured Debt or that the prospect of any payment is impaired or the value of the Property is impaired;
    F. A material adverse change in Mortgagor's business including ownership, management, and financial conditions, which Lender in its opinion believes impairs the value of the Property or repayment of the Secured Debt; or
    G. Any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity, as further explained in 7 C.F.R. Part 1940, Subpart G, Exhibit M.

17. **REMEDIES ON DEFAULT.** In some instances, federal and state law will require Lender to provide Mortgagor with notice of the right to cure, mediation notices or other notices and may establish time schedules for foreclosure actions. Subject to these limitations, if any, Lender may accelerate the Secured Debt and foreclose this Mortgage in a manner provided by law if this Mortgagor is in default.

At the option of Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. In addition, Lender shall be entitled to all the remedies provided by law, the Evidence of Debt, other evidences of debt, this Mortgage and any related documents. All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether expressly set forth or not. The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require full and complete cure of any existing default. By not exercising any remedy on Mortgagor's default, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

18. **EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS.** Except when prohibited by law, Mortgagor agrees to pay all of Lender's expenses if Mortgagor breaches any covenant in this Mortgage. Mortgagor will also pay on demand all of Lender's expenses incurred in collecting, insuring, preserving or protecting the Property or in any inventories, audits, inspections or other examination by Lender in respect to the Property. Mortgagor agrees to pay all costs and expenses incurred by Lender in enforcing or protecting Lender's rights and remedies under this Mortgage, including, but not limited to, attorneys' fees, court costs, and other legal expenses. Once the Secured Debt is fully and finally paid, Lender agrees to release this Mortgage and Mortgagor agrees to pay for any recordation costs. All such amounts are due on demand and will bear interest from the time of the advance at the highest rate in effect, from time to time, as provided in the Evidence of Debt and as permitted by law.

19. **ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES.** As used in this section, (1) "Environmental Law" means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) "Hazardous Substance" means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has

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characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste" or "hazardous substance" under any Environmental Law. Mortgagor represents, warrants and agrees that, except as previously disclosed and acknowledged in writing:

A. No Hazardous Substance has been, is, or will be located, transported, manufactured, treated, refined, or handled by any person on, under or about the Property, except in the ordinary course of business and in strict compliance with all applicable Environmental Law.

B. Mortgagor has not and will not cause, contribute to, or permit the release of any Hazardous Substance on the Property.

C. Mortgagor will immediately notify Lender if (1) a release or threatened release of Hazardous Substance occurs on, under or about the Property or migrates or threatens to migrate from nearby property; or (2) there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor will take all necessary remedial action in accordance with Environmental Law.

D. Mortgagor has no knowledge of or reason to believe there is any pending or threatened investigation, claim, or proceeding of any kind relating to (1) any Hazardous Substance located on, under or about the Property; or (2) any violation by Mortgagor or any tenant of any Environmental Law. Mortgagor will immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any such pending or threatened investigation, claim, or proceeding. In such an event, Lender has the right, but not the obligation, to participate in any such proceeding including the right to receive copies of any documents relating to such proceedings.

E. Mortgagor and every tenant have been, are and shall remain in full compliance with any applicable Environmental Law.

F. There are no underground storage tanks, private dumps or open wells located on or under the Property and no such tank, dump or well will be added unless Lender first consents in writing.

G. Mortgagor will regularly inspect the Property, monitor the activities and operations on the Property, and confirm that all permits, licenses or approvals required by any applicable Environmental Law are obtained and complied with.

H. Mortgagor will permit, or cause any tenant to permit, Lender or Lender's agent to enter and inspect the Property and review all records at any reasonable time to determine (1) the existence, location and nature of any Hazardous Substance on, under or about the Property; (2) the existence, location, nature, and magnitude of any Hazardous Substance that has been released on, under or about the Property; or (3) whether or not Mortgagor and any tenant are in compliance with applicable Environmental Law.

I. Upon Lender's request and at any time, Mortgagor agrees, at Mortgagor's expense, to engage a qualified environmental engineer to prepare an environmental audit of the Property and to submit the results of such audit to Lender. The choice of the environmental engineer who will perform such audit is subject to Lender's approval.

J. Lender has the right, but not the obligation, to perform any of Mortgagor's obligations under this section at Mortgagor's expense.

K. As a consequence of any breach of any representation, warranty or promise made in this section, (1) Mortgagor will indemnify and hold Lender and Lender's successors or assigns harmless from and against all losses, claims, demands, liabilities, damages, cleanup, response and remediation costs, penalties and expenses, including without limitation all costs of litigation and attorneys' fees, which Lender and Lender's successors or assigns may sustain; and (2) at Lender's discretion, Lender may release this Mortgage and in return Mortgagor will provide Lender with collateral of at least equal value to the Property secured by this Mortgage without prejudice to any of Lender's rights under this Mortgage.

L. Notwithstanding any of the language contained in this Mortgage to the contrary, the terms of this section shall survive any foreclosure or satisfaction of this Mortgage regardless of any passage of title to Lender or any disposition by Lender of any or all of the Property. Any claims and defenses to the contrary are hereby waived.

20. CONDEMNATION. Mortgagor will give Lender prompt notice of any action, real or threatened, by private or public entities to purchase or take any or all of the Property, including any easements, through condemnation, eminent domain, or any other means. Mortgagor further agrees to notify Lender of any proceedings instituted for the establishment of any sewer, water, conservation, ditch, drainage, or other district relating to or binding upon the Property or any part of it. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims and to collect and receive all sums resulting from the action or claim. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Mortgage. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

21. INSURANCE. Mortgagor agrees to maintain insurance as follows:

A. Mortgagor shall keep the Property insured against loss by fire, theft and other hazards and risks reasonably associated with the Property due to its type and location. Other hazards and risks may include, for example, coverage against loss due to floods or flooding. This insurance shall be maintained in the amounts and for the periods that Lender requires. What Lender requires pursuant to the preceding three sentences can change during the term of the Secured Debt. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld. If Mortgagor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Mortgage.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "lender loss payee clause." Mortgagor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Mortgagor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Mortgagor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Mortgagor.

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Unless Lender and Mortgagor otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the Secured Debt, whether or not then due, with any excess paid to Mortgagor. If Mortgagor abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay the Secured Debt whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Mortgagor otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of scheduled payments or change the amount of the payments. If the Property is acquired by Lender, Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.

B. Mortgagor agrees to maintain comprehensive general liability insurance naming Lender as an additional insured in an amount acceptable to Lender, insuring against claims arising from any accident or occurrence in or on the Property.

C. Mortgagor agrees to maintain rental loss or business interruption insurance, as required by Lender, in an amount equal to at least coverage of one year's debt service, and required escrow account deposits (if agreed to separately in writing), under a form of policy acceptable to Lender.

22. **NO ESCROW FOR TAXES AND INSURANCE.** Unless otherwise provided in a separate agreement, Mortgagor will not be required to pay to Lender funds for taxes and insurance in escrow.

23. **FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS.** Mortgagor will provide to Lender upon request, any financial statement or information Lender may deem necessary. Mortgagor warrants that all financial statements and information Mortgagor provides to Lender are, or will be, accurate, correct, and complete. Mortgagor agrees to sign, deliver, and file as Lender may reasonably request any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Mortgage and Lender's lien status on the Property. If Mortgagor fails to do so, Lender may sign, deliver, and file such documents or certificates in Mortgagor's name and Mortgagor hereby irrevocably appoints Lender or Lender's agent as attorney in fact to do the things necessary to comply with this section.

24. **JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND.** All duties under this Mortgage are joint and individual. If Mortgagor signs this Mortgage but does not sign the Evidence of Debt, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debt and Mortgagor does not agree to be personally liable on the Secured Debt. Mortgagor agrees that Lender and any party to this Mortgage may extend, modify or make any change in the terms of this Mortgage or the Evidence of Debt without Mortgagor's consent. Such a change will not release Mortgagor from the terms of this Mortgage. The duties and benefits of this Mortgage shall bind and benefit the successors and assigns of Mortgagor and Lender.

If this Mortgage secures a guaranty between Lender and Mortgagor and does not directly secure the obligation which is guarantied, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation including, but not limited to, anti-deficiency or one-action laws.

25. **APPLICABLE LAW; SEVERABILITY; INTERPRETATION.** This Mortgage is governed by the laws of the jurisdiction in which Lender is located, except to the extent otherwise required by the laws of the jurisdiction where the Property is located. This Mortgage is complete and fully integrated. This Mortgage may not be amended or modified by oral agreement. Any section or clause in this Mortgage, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section or clause of this Mortgage cannot be enforced according to its terms, that section or clause will be severed and will not affect the enforceability of the remainder of this Mortgage. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Mortgage are for convenience only and are not to be used to interpret or define the terms of this Mortgage. Time is of the essence in this Mortgage.

26. **NOTICE.** Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Mortgage, or to any other address designated in writing. Notice to one mortgagor will be deemed to be notice to all mortgagors.

27. **WAIVER OF HOMESTEAD.** Except to the extent prohibited by law, Mortgagor waives all homestead exemption rights relating to the Property.

28. **U.C.C. PROVISIONS.** If checked, the following are applicable to, but do not limit, this Mortgage:

☒ **Construction Loan.** This Mortgage secures an obligation incurred for the construction of an improvement on the Property.

☐ **Fixture Filing.** Mortgagor grants to Lender a security interest in all goods that Mortgagor owns now or in the future and that are or will become fixtures related to the Property.

☐ **Crops; Timber; Minerals; Rents, Issues and Profits.** Mortgagor grants to Lender a security interest in all crops, timber, and minerals located on the Property as well as all rents, issues, and profits of them including, but not limited to, all Conservation Reserve Program (CRP) and Payment in Kind (PIK) payments and similar governmental programs (all of which shall also be included in the term "Property").

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☐ **Personal Property.** Mortgagor grants to Lender a security interest in all personal property located on or connected with the Property. This security interest includes all farm products, inventory, equipment, accounts, documents, instruments, chattel paper, general intangibles, and all other items of personal property Mortgagor owns now or in the future and that are used or useful in the construction, ownership, operation, management, or maintenance of the Property. The term "personal property" specifically excludes that property described as "household goods" secured in connection with a "consumer" loan as those terms are defined in applicable federal regulations governing unfair and deceptive credit practices.

☐ **Filing As Financing Statement.** Mortgagor agrees and acknowledges that this Mortgage also suffices as a financing statement and as such, may be filed of record as a financing statement for purposes of Article 9 of the Uniform Commercial Code. A carbon, photographic, image or other reproduction of this Mortgage is sufficient as a financing statement.

29. OTHER TERMS. If checked, the following are applicable to this Mortgage:

☐ **Line of Credit.** The Secured Debt includes a revolving line of credit provision. Although the Secured Debt may be reduced to a zero balance, this Mortgage will remain in effect until released.

☒ **Waiver of Appraisal Rights.** The laws of South Carolina provide that in any real estate foreclosure proceeding a defendant against whom a personal judgment is taken or asked may, within thirty days after the sale of the mortgaged property, apply to the court for an order of appraisal. The statutory appraisal value as approved by the court would be substituted for the high bid and may decrease the amount of any deficiency owing in connection with the transaction. THE UNDERSIGNED HEREBY WAIVES AND RELINQUISHES THE STATUTORY APPRAISAL RIGHTS WHICH MEANS THE HIGH BID AT THE JUDICIAL FORECLOSURE SALE WILL BE APPLIED TO THE DEBT REGARDLESS OF ANY APPRAISED VALUE OF THE MORTGAGED PROPERTY.

☒ **Separate Assignment.** The Mortgagor has executed or will execute a separate assignment of leases and rents. If the separate assignment of leases and rents is properly executed and recorded, then the separate assignment will supersede this Security Instrument's "Assignment of Leases and Rents" section.

☐ **Additional Terms.**

SIGNATURES: By signing below, Mortgagor agrees to the terms and covenants contained in this Mortgage and in any attachments. Mortgagor also acknowledges receipt of a copy of this Mortgage on the date stated above on Page 1.

☐ Actual authority was granted to the parties signing below by resolution signed and dated _____ .

Entity Name: SCENT LAND HOLDINGS, LLC

_____ (Seal)
(Signature) ROBERT PUCHALSKI (Date)

_____ (Seal)
(Signature) ORVILLE DYCE (Date)

Signed, Sealed and delivered in the presence of:

_____
(Witness)

_____
(Witness)

☐ Refer to the Addendum which is attached and incorporated herein for additional Mortgagors, signatures and acknowledgments.

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PROBATE:

STATE OF SOUTH CAROLINA, COUNTY OF _____ } ss.

Personally appeared before me the undersigned witness who, being duly sworn, deposed and said that (s)he saw the Mortgagor (and each Mortgagor if more than one) sign, seal and deliver the foregoing Mortgage and that (s)he, together with the other witness whose name appears as a witness, witnessed the execution thereof.

Sworn to and subscribed before me this 17TH day

of FEBRUARY, 2010 .

_____ _____

Notary Public for South Carolina

My commission expires: _____

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_____ _____

SCENT LAND HOLDINGS, LLC 1165 HIGHWAY 1 SOUTH, SUITE 300 LUGOFF, SC 29078 **BORROWER'S NAME AND ADDRESS** "I" includes each borrower above, jointly and severally.	FIRST PALMETTO SAVINGS BANK, FSB 407 DEKALB STREET CAMDEN, SC 29020 **LENDER'S NAME AND ADDRESS** "You" means the lender, its successors and assigns.	Loan Number A Date 03-03-2010 Maturity Date 03-03-2015 Loan Amount $ 1,796,316.00 Renewal Of

For value received, I promise to pay to you, or your order, at your address listed above the PRINCIPAL sum of ONE MILLION SEVEN HUNDRED NINETY SIX THOUSAND THREE HUNDRED SIXTEEN AND NO/100 Dollars $ 1,796,316.00

☐ **Single Advance:** I will receive all of this principal sum on _____. No additional advances are contemplated under this note.

☒ **Multiple Advance:** The principal sum shown above is the maximum amount of principal I can borrow under this note. On 03-03-2010 I will receive the amount of $ 325,000.00 and future principal advances are contemplated.

Conditions: The conditions for future advances are PROCEEDS TO BE ADVANCED AS AUTHORIZED BY FIRST PALMETTO SAVINGS BANK, FSB

☐ **Open End Credit:** You and I agree that I may borrow up to the maximum amount of principal more than one time. This feature is subject to all other conditions and expires on _____.

☒ **Closed End Credit:** You and I agree that I may borrow up to the maximum only one time (and subject to all other conditions).

INTEREST: I agree to pay interest on the outstanding principal balance from 03-03-2010 at the rate of 6.950% per year until 03-03-2015.

☐ **Variable Rate:** This rate may then change as stated below.

☐ **Index Rate:** The future rate will be _____ the following index rate: _____

☐ **No Index:** The future rate will not be subject to any internal or external index. It will be entirely in your control.

☐ **Frequency and Timing:** The rate on this note may change as often as _____.
A change in the interest rate will take effect _____.

☐ **Limitations:** During the term of this loan, the applicable annual interest rate will not be more than _____ % or less than _____ %. The rate may not change more than _____ % each _____.

Effect of Variable Rate: A change in the interest rate will have the following effect on the payments:

☐ The amount of each scheduled payment will change. ☐ The amount of the final payment will change.

☐ _____.

ACCRUAL METHOD: Interest will be calculated on a ACTUAL/360 basis.

POST MATURITY RATE: I agree to pay interest on the unpaid balance of this note owing after maturity, and until paid in full, as stated below:

☒ on the same fixed or variable rate basis in effect before maturity (as indicated above).

☐ at a rate equal to _____.

☒ **LATE CHARGE:** If a payment is not made within 10 days after it is due, I agree to pay a late charge of 5.000% OF THE PAYMENT AMOUNT.

☒ **ADDITIONAL CHARGES:** In addition to interest, I agree to pay the following charges which ☐ are ☒ are not included in the principal amount above: _____.

PAYMENTS: I agree to pay this note as follows:

MONTHLY PAYMENTS OF ACCRUED INTEREST CALCULATED ON THE AMOUNT OF CREDIT OUTSTANDING BEGINNING ON 04-03-2010, FOLLOWED BY 47 MONTHLY PAYMENTS OF $10,814.62 BEGINNING 04-03-2011, AND A FINAL PAYMENT OF $1,710,996.87 ON 03-03-2015.

ADDITIONAL TERMS:

☒ **SECURITY:** This note is separately secured by (describe separate document by type and date): MORTGAGE DATED 3-3-2010, ASSIGNMENT OF LEASES AND RENTS DATED 3-3-2010, AND COMMERCIAL SECURITY AGREEMENT DATED 3-3-2010

(This section is for your internal use. Failure to list a separate security document does not mean the agreement will not secure this note.)

PURPOSE: The purpose of this loan is ESTABLISH CONSTRUCTION LOAN.

SIGNATURES: I AGREE TO THE TERMS OF THIS NOTE (INCLUDING THOSE ON PAGE 2). I have received a copy on today's date.

SCENT LAND HOLDINGS, LLC

Signature for Lender

ROBERT PUCHALSKI

WALTER LONG, VICE PRESIDENT

ORVILLE DYCE

DEFINITIONS: As used on page 1, "[X]" means the terms that apply to this loan. "I," "me" or "my" means each Borrower who signs this note and each other person or legal entity (including guarantors, endorsers, and sureties) who agrees to pay this note (together referred to as "us"). "You" or "your" means the Lender and its successors and assigns.

APPLICABLE LAW: The law of the state of South Carolina will govern this note. Any term of this note which is contrary to applicable law will not be effective, unless the law permits you and me to agree to such a variation. If any provision of this agreement cannot be enforced according to its terms, this fact will not affect the enforceability of the remainder of this agreement. No modification of this agreement may be made without your express written consent. Time is of the essence in this agreement.

COMMISSIONS OR OTHER REMUNERATION: I understand and agree that any insurance premiums paid to insurance companies as part of this note will involve money retained by you or paid back to you as commissions or other remuneration.

In addition, I understand and agree that some other payments to third parties as part of this note may also involve money retained by you or paid back to you as commissions or other remuneration.

PAYMENTS: Each payment I make on this note will first reduce the amount I owe you for charges which are neither interest nor principal. The remainder of each payment will then reduce accrued unpaid interest, and then unpaid principal. If you and I agree to a different application of payments, we will describe our agreement on this note. I may prepay a part of, or the entire balance of this loan without penalty, unless we specify to the contrary on this note. Any partial prepayment will not excuse or reduce any later scheduled payment until this note is paid in full (unless, when I make the prepayment, you and I agree in writing to the contrary).

INTEREST: Interest accrues on the principal remaining unpaid from time to time, until paid in full. If I receive the principal in more than one advance, each advance will start to earn interest only when I receive the advance. The interest rate in effect on this note at any given time will apply to the entire principal advanced at that time. Notwithstanding anything to the contrary, I do not agree to pay and you do not intend to charge any rate of interest that is higher than the maximum rate of interest you could charge under applicable law for the extension of credit that is agreed to here (either before or after maturity). If any notice of interest accrual is sent and is in error, we mutually agree to correct it, and if you actually collect more interest than allowed by law and this agreement, you agree to refund it to me.

INDEX RATE: The index will serve only as a device for setting the rate on this note. You do not guarantee by selecting this index, or the margin, that the rate on this note will be the same rate you charge on any other loans or class of loans to me or other borrowers.

ACCRUAL METHOD: The amount of interest that I will pay on this loan will be calculated using the interest rate and accrual method stated on page 1 of this note. For the purpose of interest calculation, the accrual method will determine the number of days in a "year." If no accrual method is stated, then you may use any reasonable accrual method for calculating interest.

POST MATURITY RATE: For purposes of deciding when the "Post Maturity Rate" (shown on page 1) applies, the term "maturity" means the date of the last scheduled payment indicated on page 1 of this note or the date you accelerate payment on the note, whichever is earlier.

SINGLE ADVANCE LOANS: If this is a single advance loan, you and I expect that you will make only one advance of principal. However, you may add other amounts to the principal if you make any payments described in the "PAYMENTS BY LENDER" paragraph below.

MULTIPLE ADVANCE LOANS: If this is a multiple advance loan, you and I expect that you will make more than one advance of principal. If this is closed end credit, repaying a part of the principal will not entitle me to additional credit.

PAYMENTS BY LENDER: If you are authorized to pay, on my behalf, charges I am obligated to pay (such as property insurance premiums), then you may treat those payments made by you as advances and add them to the unpaid principal under this note, or you may demand immediate payment of the charges.

SET-OFF: I agree that you may set off any amount due and payable under this note against any right I have to receive money from you.

"Right to receive money from you" means:

(1) any deposit account balance I have with you;

(2) any money owed to me on an item presented to you or in your possession for collection or exchange; and

(3) any repurchase agreement or other nondeposit obligation.

"Any amount due and payable under this note" means the total amount of which you are entitled to demand payment under the terms of this note at the time you set off. This total includes any balance the due date for which you properly accelerate under this note.

If my right to receive money from you is also owned by someone who has not agreed to pay this note, your right of set-off will apply to my interest in the obligation and to any other amounts I could withdraw on my sole request or endorsement. Your right of set-off does not apply to an account or other obligation where my rights are only as a representative. It also does not apply to any Individual Retirement Account or other tax-deferred retirement account.

You will not be liable for the dishonor of any check when the dishonor occurs because you set off this debt against any of my accounts. I agree to hold you harmless from any such claims arising as a result of your exercise of your right of set-off.

REAL ESTATE OR RESIDENCE SECURITY: If this note is secured by real estate or a residence that is personal property, the existence of a default and your remedies for such a default will be determined by applicable law, by the terms of any separate instrument creating the security interest and, to the extent not prohibited by law and not contrary to the terms of the separate security instrument, by the "Default" and "Remedies" paragraphs herein.

DEFAULT: I will be in default if any one or more of the following occur: (1) I fail to make a payment on time or in the amount due; (2) I fail to keep the property insured, if required; (3) I fail to pay, or keep any promise, on any debt or agreement I have with you; (4) any other creditor of mine attempts to collect any debt I owe him through court proceedings; (5) I die, am declared incompetent, make an assignment for the benefit of creditors, or become insolvent (either because my liabilities exceed my assets or I am unable to pay my debts as they become due); (6) I make any written statement or provide any financial information that is untrue or inaccurate at the time it was provided; (7) I do or fail to do something which causes you to believe that you will have difficulty collecting the amount I owe you; (8) any collateral securing this note is used in a manner or for a purpose which threatens confiscation by a legal authority; (9) I change my name or assume an additional name without first notifying you before making such a change; (10) I fail to plant, cultivate and harvest crops in due season if I am a producer of crops; (11) any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity, as further explained in 7 C.F.R. Part 1940, Subpart G, Exhibit M.

REMEDIES: If I am in default on this note you have, but are not limited to, the following remedies:

(1) You may demand immediate payment of all I owe you under this note (principal, accrued unpaid interest and other accrued charges).

(2) You may set off this debt against any right I have to the payment of money from you, subject to the terms of the "SET-OFF" paragraph herein.

(3) You may demand security, additional security, or additional parties to be obligated to pay this note as a condition for not using any other remedy.

(4) You may refuse to make advances to me or allow purchases on credit by me.

(5) You may use any remedy you have under state or federal law.

By selecting any one or more of these remedies you do not give up your right to later use any other remedy. By waiving your right to declare an event to be a default, you do not waive your right to later consider the event as a default if it continues or happens again.

COLLECTION COSTS AND ATTORNEY'S FEES: I agree to pay all costs of collection, replevin or any other or similar type of cost if I am in default. In addition, if you hire an attorney to collect this note, I also agree to pay any fee you incur with such attorney plus court costs (except where prohibited by law). To the extent permitted by the United States Bankruptcy Code, I also agree to pay the reasonable attorney's fees and costs you incur to collect this debt as awarded by any court exercising jurisdiction under the Bankruptcy Code.

WAIVER: I give up my rights to require you to do certain things. I will not require you to:

(1) demand payment of amounts due (presentment);

(2) obtain official certification of nonpayment (protest); or

(3) give notice that amounts due have not been paid (notice of dishonor).

I waive any defenses I have based on suretyship or impairment of collateral.

OBLIGATIONS INDEPENDENT: I understand that I must pay this note even if someone else has also agreed to pay it (by, for example, signing this form or a separate guarantee or endorsement). You may sue me alone, or anyone else who is obligated on this note, or any number of us together, to collect this note. You may without notice release any party to this agreement without releasing any other party. If you give up any of your rights, with or without notice, it will not affect my duty to pay this note. Any extension of new credit to any of us, or renewal of this note by all or less than all of us will not release me from my duty to pay it. (Of course, you are entitled to only one payment in full.) I agree that you may at your option extend this note or the debt represented by this note, or any portion of the note or debt, from time to time without limit or notice and for any term without affecting my liability for payment of the note. I will not assign my obligation under this agreement without your prior written approval. You may, without notice, fail to perfect your security interest in, impair, or release any security and I will still be obligated to pay this loan.

FINANCIAL INFORMATION: I agree to provide you, upon request, any financial statement or information you may deem necessary. I warrant that the financial statements and information I provide to you are or will be accurate, correct and complete.

NOTICE: Unless otherwise required by law, any notice to me shall be given by delivering it or by mailing it by first class mail addressed to me at my last known address. My current address is on page 1. I agree to inform you in writing of any change in my address. I will give any notice to you by mailing it first class to your address stated on page 1 of this agreement, or to any other address that you have designated.

WAIVER OF HEARING PRIOR TO IMMEDIATE POSSESSION: If this loan is for a business purpose I agree to waive the right to five days' notice and a prejudgment hearing prior to seizure of any personal property which may secure this loan.

DATE OF TRANSACTION	PRINCIPAL ADVANCE	BORROWER'S INITIALS (not required)	PRINCIPAL PAYMENTS	PRINCIPAL BALANCE	INTEREST RATE	INTEREST PAYMENTS	INTEREST PAID THROUGH:
	$		$	$	%	$	
	$		$	$	%	$	
	$		$	$	%	$	
	$		$	$	%	$	
	$		$	$	%	$	
	$		$	$	%	$	
	$		$	$	%	$	
	$		$	$	%	$	
	$		$	$	%	$	
	$		$	$	%	$	

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_____ _____

LIMITED LIABILITY COMPANY AUTHORIZATION RESOLUTION

FIRST PALMETTO SAVINGS BANK, FSB
407 DEKALB STREET
CAMDEN, SC 29020

Referred to in this document as "Financial Institution"

By: SCENT LAND HOLDINGS, LLC
1165 HIGHWAY 1 SOUTH, SUITE 300
LUGOFF, SC 29078

Referred to in this document as "Limited Liability Company"

I, ROBERT PUCHALSKI, certify that I am a Manager or Designated Member of the above named Limited Liability Company organized under the laws of SOUTH CAROLINA, Federal Employer I.D. Number 263-44-4911, engaged in business under the trade name of SCENT LANDHOLDINGS, LLC, and that the resolutions on this document are a correct copy of the resolutions adopted at a meeting of all members of the Limited Liability Company or the person or persons designated by the members of the Limited Liability Company to manage the Limited Liability Company as provided in the articles of organization or an operating agreement, duly and properly called and held on _____ (date). These resolutions appear in the minutes of this meeting and have not been rescinded or modified.

AGENTS Any Agent listed below, subject to any written limitations, is authorized to exercise the powers granted as indicated below:

	Name and Title or Position	Signature	Facsimile Signature (if used)
A.	ROBERT PUCHALSKI	X _____	X _____
B.	ORVILLE DYCE	X _____	X _____
C.	_____	X _____	X _____
D.	_____	X _____	X _____
E.	_____	X _____	X _____
F.	_____	X _____	X _____

POWERS GRANTED (Attach one or more Agents to each power by placing the letter corresponding to their name in the area before each power. Following each power indicate the number of Agent signatures required to exercise the power.)

Indicate A, B, C, D, E, and/or F		Description of Power	Indicate number of signatures required
A.B.	(1)	Exercise all of the powers listed in this resolution.	2
A.B.	(2)	Open any deposit or share account(s) in the name of the Limited Liability Company.	2
A.B.	(3)	Endorse checks and orders for the payment of money or otherwise withdraw or transfer funds on deposit with this Financial Institution.	2
A.B.	(4)	Borrow money on behalf and in the name of the Limited Liability Company, sign, execute and deliver promissory notes or other evidences of indebtedness.	2
A.B.	(5)	Endorse, assign, transfer, mortgage or pledge bills receivable, warehouse receipts, bills of lading, stocks, bonds, real estate or other property now owned or hereafter owned or acquired by the Limited Liability Company as security for sums borrowed, and to discount the same, unconditionally guarantee payment of all bills received, negotiated or discounted and to waive demand, presentment, protest, notice of protest and notice of non-payment.	2
A.B.	(6)	Enter into a written lease for the purpose of renting, maintaining, accessing and terminating a Safe Deposit Box in this Financial Institution.	2
A.B.	(7)	Other _____	2

LIMITATIONS ON POWERS The following are the Limited Liability Company's express limitations on the powers granted under this resolution.

EFFECT ON PREVIOUS RESOLUTIONS This resolution supersedes resolution dated _____. If not completed, all resolutions remain in effect.

CERTIFICATION OF AUTHORITY
I further certify that the Managers or Designated Members of the Limited Liability Company have, and at the time of adoption of this resolution had, full power and lawful authority to adopt the resolutions on page 2 and to confer the powers granted above to the persons named who have full power and lawful authority to exercise the same. (Apply seal below where appropriate.)

In Witness Whereof, I have subscribed my name to this document and affixed the seal, if any, of the Limited Liability Company on 03-03-2010 (date).

_____ _____
Attest by One Other Manager or Designated Member — Manager or Designated Member
ROBERT PUCHALSKI

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As used in this resolution, the term "Manager" means the person or persons designated by the members of the Limited Liability Company in a manager-managed Limited Liability Company to manage the Limited Liability Company as provided in the articles of organization or an operating agreement. The term "Designated Member" means the member or members of the Limited Liability Company authorized to act on behalf of the Limited Liability Company in a member-managed Limited Liability Company. By signing this resolution, Manager or Designated Member represent that they have provided the Financial Institution with true and complete copies of the articles of organization and operating agreements of the Limited Liability Company as amended to the date of this resolution.

The Limited Liability Company named on this resolution resolves that,

(1) The Financial Institution is designated as a depository for the funds of the Limited Liability Company and to provide other financial accommodations indicated in this resolution.

(2) This resolution shall continue to have effect until express written notice of its rescission or modification has been received and recorded by the Financial Institution. Any and all prior resolutions adopted by the Managers or Designated Members of the Limited Liability Company and certified to the Financial Institution as governing the operation of this Limited Liability Company's account(s), are in full force and effect, until the Financial Institution receives and acknowledges an express written notice of its revocation, modification or replacement. Any revocation, modification or replacement of a resolution must be accompanied by documentation, satisfactory to the Financial Institution, establishing the authority for the changes.

(3) The signature of an Agent on this resolution is conclusive evidence of their authority to act on behalf of the Limited Liability Company. Any Agent, so long as they act in a representative capacity as an Agent of the Limited Liability Company, is authorized to make any and all other contracts, agreements, stipulations and orders which they may deem advisable for the effective exercise of the powers indicated on page one, from time to time with the Financial Institution, subject to any restrictions on this resolution or otherwise agreed to in writing.

(4) All transactions, if any, with respect to any deposits, withdrawals, rediscounts and borrowings by or on behalf of the Limited Liability Company with the Financial Institution prior to the adoption of this resolution are hereby ratified, approved and confirmed.

(5) The Limited Liability Company agrees to the terms and conditions of any account agreement, properly opened by any Agent of the Limited Liability Company. The Limited Liability Company authorizes the Financial Institution, at any time, to charge the Limited Liability Company for all checks, drafts, or other orders, for the payment of money, that are drawn on the Financial Institution, so long as they contain the required number of signatures for this purpose.

(6) The Limited Liability Company acknowledges and agrees that the Financial Institution may furnish at its discretion automated access devices to Agents of the Limited Liability Company to facilitate those powers authorized by this resolution or other resolutions in effect at the time of issuance. The term "automated access device" includes, but is not limited to, credit cards, automated teller machines (ATM), and debit cards.

(7) The Limited Liability Company acknowledges and agrees that the Financial Institution may rely on alternative signature and verification codes issued to or obtained from the Agent named on this resolution. The term "alternative signature and verification codes" includes, but is not limited to, facsimile signatures on file with the Financial Institution, personal identification numbers (PIN), and digital signatures. If a facsimile signature specimen has been provided on this resolution, (or that are filed separately by the Limited Liability Company with the Financial Institution from time to time) the Financial Institution is authorized to treat the facsimile signature as the signature of the Agent(s) regardless of by whom or by what means the facsimile signature may have been affixed so long as it resembles the facsimile signature specimen on file. The Limited Liability Company authorizes each Agent to have custody of the Limited Liability Company's private key used to create a digital signature and to request issuance of a certificate listing the corresponding public key. The Financial Institution shall have no responsibility or liability for unauthorized use of alternative signature and verification codes unless otherwise agreed in writing.

Pennsylvania. The designation of an Agent does not create a power of attorney; therefore, Agents are not subject to the provisions of 20 Pa.C.S.A. Section 5601 et seq. (Chapter 56; Decedents, Estates and Fiduciaries Code) unless the agency was created by a separate power of attorney. Any provision that assigns Financial Institution rights to act on behalf of any person or entity is not subject to the provisions of 20 Pa.C.S.A. Section 5601 et seq. (Chapter 56; Decedents, Estates and Fiduciaries Code).

FOR FINANCIAL INSTITUTION USE ONLY

Acknowledged and received on _____ (date) by _____ (initials) ☐ This resolution is superseded by resolution dated _____ .

Comments:

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DEBTOR NAME AND ADDRESS	SECURED PARTY NAME AND ADDRESS
SCENT LAND HOLDINGS, LLC 1165 HIGHWAY 1 SOUTH, SUITE 300 LUGOFF, SC 29078	FIRST PALMETTO SAVINGS BANK, FSB 407 DEKALB STREET CAMDEN, SC 29020

Type: ☐ individual ☐ partnership ☐ corporation ☒ _____
State of organization/registration (if applicable) SC
☐ If checked, refer to addendum for additional Debtors and signatures.

COMMERCIAL SECURITY AGREEMENT.

The date of this Commercial Security Agreement (Agreement) is 03-03-2010.

SECURED DEBTS. This Agreement will secure all sums advanced by Secured Party under the terms of this Agreement and the payment and performance of the following described Secured Debts that (check one) ☒ Debtor ☐ _____ (Borrower) owes to Secured Party:

☐ **Specific Debts.** The following debts and all extensions, renewals, refinancings, modifications, and replacements (describe):

☒ **All Debts.** All present and future debts, even if this Agreement is not referenced, the debts are also secured by other collateral, or the future debt is unrelated to or of a different type than the current debt. Nothing in this Agreement is a commitment to make future loans or advances.

SECURITY INTEREST. To secure the payment and performance of the Secured Debts, Debtor gives Secured Party a security interest in all of the Property described in this Agreement that Debtor owns or has sufficient rights in which to transfer an interest, now or in the future, wherever the Property is or will be located, and all proceeds and products of the Property. "Property" includes all parts, accessories, repairs, replacements, improvements, and accessions to the Property; any original evidence of title or ownership; and all obligations that support the payment or performance of the Property. "Proceeds" includes anything acquired upon the sale, lease, license, exchange, or other disposition of the Property; any rights and claims arising from the Property; and any collections and distributions on account of the Property. This Agreement remains in effect until terminated in writing, even if the Secured Debts are paid and Secured Party is no longer obligated to advance funds to Debtor or Borrower.

PROPERTY DESCRIPTION. The Property is described as follows:

☐ **Accounts and Other Rights to Payment:** All rights to payment, whether or not earned by performance, including, but not limited to, payment for property or services sold, leased, rented, licensed, or assigned. This includes any rights and interests (including all liens) which Debtor may have by law or agreement against any account debtor or obligor of Debtor.

☐ **Inventory:** All inventory held for ultimate sale or lease, or which has been or will be supplied under contracts of service, or which are raw materials, work in process, or materials used or consumed in Debtor's business.

☐ **Equipment:** All equipment including, but not limited to, machinery, vehicles, furniture, fixtures, manufacturing equipment, farm machinery and equipment, shop equipment, office and record keeping equipment, parts, and tools. The Property includes any equipment described in a list or schedule Debtor gives to Secured Party, but such a list is not necessary to create a valid security interest in all of Debtor's equipment.

☐ **Instruments and Chattel Paper:** All instruments, including negotiable instruments and promissory notes and any other writings or records that evidence the right to payment of a monetary obligation, and tangible and electronic chattel paper.

☐ **General Intangibles:** All general intangibles including, but not limited to, tax refunds, patents and applications for patents, copyrights, trademarks, trade secrets, goodwill, trade names, customer lists, permits and franchises, payment intangibles, computer programs and all supporting information provided in connection with a transaction relating to computer programs, and the right to use Debtor's name.

☐ **Documents:** All documents of title including, but not limited to, bills of lading, dock warrants and receipts, and warehouse receipts.

☐ **Farm Products and Supplies:** All farm products including, but not limited to, all poultry and livestock and their young, along with their produce, products, and replacements; all crops, annual or perennial, and all products of the crops; and all feed, seed, fertilizer, medicines, and other supplies used or produced in Debtor's farming operations.

☐ **Government Payments and Programs:** All payments, accounts, general intangibles, and benefits including, but not limited to, payments in kind, deficiency payments, letters of entitlement, warehouse receipts, storage payments, emergency assistance and diversion payments, production flexibility contracts, and conservation reserve payments under any preexisting, current, or future federal or state government program.

☐ **Investment Property:** All investment property including, but not limited to, certificated securities, uncertificated securities, securities entitlements, securities accounts, commodity contracts, commodity accounts, and financial assets.

☐ **Deposit Accounts:** All deposit accounts including, but not limited to, demand, time, savings, passbook, and similar accounts.

☒ **Specific Property Description:** The Property includes, but is not limited by, the following (if required, provide real estate description):

1ST MORTGAGE ON HIGHWAY 601 SOUTH, LUGOFF, SC 29078

USE OF PROPERTY. The Property will be used for ☐ personal ☒ business ☐ agricultural ☒ INVESTMENT purposes.

SIGNATURES. Debtor agrees to the terms on pages 1 and 2 of this Agreement and acknowledges receipt of a copy of this Agreement.

DEBTOR	SECURED PARTY
SCENT LAND HOLDINGS, LLC	FIRST PALMETTO SAVINGS BANK, FSB
_____	_____
ROBERT PUCHALSKI	WALTER LONG VICE PRESIDENT
_____	
ORVILLE DYCE	

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GENERAL PROVISIONS. Each Debtor's obligations under this Agreement are independent of the obligations of any other Debtor. Secured Party may sue each Debtor individually or together with any other Debtor. Secured Party may release any part of the Property and Debtor will remain obligated under this Agreement. The duties and benefits of this Agreement will bind the successors and assigns of Debtor and Secured Party. No modification of this Agreement is effective unless made in writing and signed by Debtor and Secured Party. Whenever used, the plural includes the singular and the singular includes the plural. Time is of the essence.

APPLICABLE LAW. This Agreement is governed by the laws of the state in which Secured Party is located. In the event of a dispute, the exclusive forum, venue, and place of jurisdiction will be the state in which Secured Party is located, unless otherwise required by law. If any provision of this Agreement is unenforceable by law, the unenforceable provision will be severed and the remaining provisions will still be enforceable.

NAME AND LOCATION. Debtor's name indicated on page 1 is Debtor's exact legal name. If Debtor is an individual, Debtor's address is Debtor's principal residence. If Debtor is not an individual, Debtor's address is the location of Debtor's chief executive offices or sole place of business. If Debtor is an entity organized and registered under state law, Debtor has provided Debtor's state of registration on page 1. Debtor will provide verification of registration and location upon Secured Party's request. Debtor will provide Secured Party with at least 30 days notice prior to any change in Debtor's name, address, or state of organization or registration.

WARRANTIES AND REPRESENTATIONS. Debtor has the right, authority, and power to enter into this Agreement. The execution and delivery of this Agreement will not violate any agreement governing Debtor or Debtor's property, or to which Debtor is a party. Debtor makes the following warranties and representations which continue as long as this Agreement is in effect:

(1) Debtor is duly organized and validly existing in all jurisdictions in which Debtor does business;
(2) the execution and performance of the terms of this Agreement have been duly authorized, have received all necessary governmental approval, and will not violate any provision of law or order;
(3) other than previously disclosed to Secured Party, Debtor has not changed Debtor's name or principal place of business within the last 10 years and has not used any other trade or fictitious name; and
(4) Debtor does not and will not use any other name without Secured Party's prior written consent.

Debtor owns all of the Property, and Secured Party's claim to the Property is ahead of the claims of any other creditor, except as otherwise agreed and disclosed to Secured Party prior to any advance on the Secured Debts. The Property has not been used for any purpose that would violate any laws or subject the Property to forfeiture or seizure.

DUTIES TOWARD PROPERTY. Debtor will protect the Property and Secured Party's interest against any competing claim. Except as otherwise agreed, Debtor will keep the Property in Debtor's possession at the address indicated on page 1 of this Agreement. Debtor will keep the Property in good repair and use the Property only for purposes specified on page 1. Debtor will not use the Property in violation of any law and will pay all taxes and assessments levied or assessed against the Property. Secured Party has the right of reasonable access to inspect the Property, including the right to require Debtor to assemble and make the Property available to Secured Party. Debtor will immediately notify Secured Party of any loss or damage to the Property. Debtor will prepare and keep books, records, and accounts about the Property and Debtor's business, to which Debtor will allow Secured Party reasonable access.

Debtor will not sell, offer to sell, license, lease, or otherwise transfer or encumber the Property without Secured Party's prior written consent. Any disposition of the Property will violate Secured Party's rights, unless the Property is inventory sold in the ordinary course of business at fair market value. If the Property includes chattel paper or instruments, either as original collateral or as proceeds of the Property, Debtor will record Secured Party's interest on the face of the chattel paper or instruments.

If the Property includes accounts, Debtor will not settle any account for less than the full value, dispose of the accounts by assignment, or make any material change in the terms of any account without Secured Party's prior written consent. Debtor will collect all accounts in the ordinary course of business, unless otherwise required by Secured Party. Debtor will keep the proceeds of the accounts, and any goods returned to Debtor, in trust for Secured Party and will not commingle the proceeds or returned goods with any of Debtor's other property. Secured Party has the right to require Debtor to pay Secured Party the full price on any returned items. Secured Party may require account debtors to make payments under the accounts directly to Secured Party. Debtor will deliver the accounts to Secured Party at Secured Party's request. Debtor will give Secured Party all statements, reports, certificates, lists of account debtors (showing names, addresses, and amounts owing), invoices applicable to each account, and any other data pertaining to the accounts as Secured Party requests.

If the Property includes farm products, Debtor will provide Secured Party with a list of the buyers, commission merchants, and selling agents to or through whom Debtor may sell the farm products. Debtor authorizes Secured Party to notify any additional parties regarding Secured Party's interest in Debtor's farm products, unless prohibited by law. Debtor agrees to plant, cultivate, and harvest crops in due season. Debtor will not use any loan proceeds for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity, as explained by federal law.

If Debtor pledges the Property to Secured Party (delivers the Property into the possession or control of Secured Party or a designated third party), Debtor will, upon receipt, deliver any proceeds and products of the Property to Secured Party. Debtor will provide Secured Party with any notices, documents, financial statements, reports, and other information relating to the Property Debtor receives as the owner of the Property.

PERFECTION OF SECURITY INTEREST. Debtor authorizes Secured Party to file a financing statement covering the Property. Debtor will comply with, facilitate, and otherwise assist Secured Party in connection with obtaining possession or control over the Property for purposes of perfecting Secured Party's interest under the Uniform Commercial Code.

INSURANCE. Debtor agrees to keep the Property insured against the risks reasonably associated with the Property until the Property is released from this Agreement. Debtor will maintain this insurance in the amounts Secured Party requires. Debtor may choose the insurance company, subject to Secured Party's approval, which will not be unreasonably withheld. Debtor will have the insurance provider name Secured Party as loss payee on the insurance policy. Debtor will give Secured Party and the insurance provider immediate notice of any loss. Secured Party may apply the insurance proceeds toward the Secured Debts. Secured Party may require additional security as a condition of permitting any insurance proceeds to be used to repair or replace the Property. If Secured Party acquires the Property in damaged condition, Debtor's rights to any insurance policies and proceeds will pass to Secured Party to the extent of the Secured Debts. Debtor will immediately notify Secured Party of the cancellation or termination of insurance. If Debtor fails to keep the Property insured, or fails to provide Secured Party with proof of insurance, Secured Party may obtain insurance to protect Secured Party's interest in the Property. The insurance may include coverages not originally required of Debtor, may be written by a company other than one Debtor would choose, and may be written at a higher rate than Debtor could obtain if Debtor purchased the insurance.

AUTHORITY TO PERFORM. Debtor authorizes Secured Party to do anything Secured Party deems reasonably necessary to protect the Property and Secured Party's interest in the Property. If Debtor fails to perform any of Debtor's duties under this Agreement, Secured Party is authorized, without notice to Debtor, to perform the duties or cause them to be performed. These authorizations include, but are not limited to, permission to pay for the repair, maintenance, and preservation of the Property and take any action to realize the value of the Property. Secured Party's authority to perform for Debtor does not create an obligation to perform, and Secured Party's failure to perform will not preclude Secured Party from exercising any other rights under the law or this Agreement.

If Secured Party performs for Debtor, Secured Party will use reasonable care. Reasonable care will not include any steps necessary to preserve rights against prior parties or any duty to take action in connection with the management of the Property.

If Secured Party comes into possession of the Property, Secured Party will preserve and protect the Property to the extent required by law. Secured Party's duty of care with respect to the Property will be satisfied if Secured Party exercises reasonable care in the safekeeping of the Property or in the selection of a third party in possession of the Property.

Secured Party may enforce the obligations of an account debtor or other person obligated on the Property. Secured Party may exercise Debtor's rights with respect to the account debtor's or other person's obligations to make payment or otherwise render performance to Debtor, and enforce any security interest that secures such obligations.

PURCHASE MONEY SECURITY INTEREST. If the Property includes items purchased with the Secured Debts, the Property purchased with the Secured Debts will remain subject to Secured Party's security interest until the Secured Debts are paid in full. Payments on any non-purchase money loan also secured by this Agreement will not be applied to the purchase money loan. Payments on the purchase money loan will be applied first to the non-purchase money portion of the loan, if any, and then to the purchase money portion in the order in which the purchase money Property was acquired. If the purchase money Property was acquired at the same time, payments will be applied in the order Secured Party selects. No security interest will be terminated by application of this formula.

DEFAULT. Debtor will be in default if:

(1) Debtor (or Borrower, if not the same) fails to make a payment in full when due;
(2) Debtor fails to perform any condition or keep any covenant on this or any debt or agreement Debtor has with Secured Party;
(3) a default occurs under the terms of any instrument or agreement evidencing or pertaining to the Secured Debts;
(4) anything else happens that either causes Secured Party to reasonably believe that Secured Party will have difficulty in collecting the Secured Debts or significantly impairs the value of the Property.

WAIVER OF HEARING PRIOR TO IMMEDIATE POSSESSION. Secured Party may immediately seize the Property upon Debtor's default. Debtor agrees to waive the right to five days' notice and a preseizure hearing prior to seizure of the Property.

REMEDIES. After Debtor defaults, and after Secured Party gives any legally required notice and opportunity to cure the default, Secured Party may at Secured Party's option do any one or more of the following:

(1) make all or any part of the Secured Debts immediately due and accrue interest at the highest post-maturity interest rate;
(2) require Debtor to gather the Property and make it available to Secured Party in a reasonable fashion;
(3) enter upon Debtor's premises and take possession of all or any part of Debtor's property for purposes of preserving the Property or its value and use and operate Debtor's property to protect Secured Party's interest, all without payment or compensation to Debtor;
(4) use any remedy allowed by state or federal law, or provided in any agreement evidencing or pertaining to the Secured Debts.

If Secured Party repossesses the Property or enforces the obligations of an account debtor, Secured Party may keep or dispose of the Property as provided by law. Secured Party will apply the proceeds of any collection or disposition first to Secured Party's expenses of enforcement, which includes reasonable attorneys' fees and legal expenses to the extent not prohibited by law, and then to the Secured Debts. Debtor (or Borrower, if not the same) will be liable for the deficiency, if any.

By choosing any one or more of these remedies, Secured Party does not give up the right to use any other remedy. Secured Party does not waive a default by not using a remedy.

WAIVER. Debtor waives all claims for damages caused by Secured Party's acts or omissions where Secured Party acts in good faith.

NOTICE AND ADDITIONAL DOCUMENTS. Where notice is required, Debtor agrees that 10 days prior written notice will be reasonable notice to Debtor under the Uniform Commercial Code. Notice to one party is notice to all parties. Debtor agrees to sign, deliver, and file any additional documents and certifications Secured Party considers necessary to perfect, continue, or preserve Debtor's obligations under this Agreement and to confirm Secured Party's lien status on the Property.

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4558

40004 (R-8) *Payrolls by Paychex, Inc.*

0073-N172 KERSHAW ENT & FACIAL PLASTIC

PAYROLL JOURNAL

PAGE 1

EMP NBR	EMPLOYEE NAME	ST	REGULAR	RTE	OT	GROSS AMT	OT	T									
****	000001 KENT NURSING																
00023	BROWN	HO	13000	2400		31200											
	BRIDGET	VA	13000	400		5200											
			13000	5248		68224			104624	6487	8088	SC	6170		1619		
										1517						80743	DD 71975
		T	13000			1950			1950	121							
										28						1801	DD 71976
00008	BROWN	HO		2400													
	ROBYN S	VA		2000													
						134408			134408	8333	11565	SC	7793		6600		
										1949						98168	DD 71977
00006	COLLINS	HO	13250	2400		31800											
	STEPHANIE D	VA	13250	1600		21200											
			13250	4454		59016									8340		
																76096	DD 71978
		T	13250			3900			39	2							
																3601	DD 71979
00065	FIELDS	HO	10000	2400		24000											
	CHANEL		10000	6100	124	61000	1860		86860	5385	1571	SC	2451		1619		
										1259						74565	DD 71980
00025	JACKSON		10000	6030	348	60300	5220		65520	4062	2640	SC	1735				
	MELISSA									950						✓55933	71981
00001	LEHR	HO	11000	2400		26400											
	ASTELL L		11000	5600	424	61600	6996		94996	5690		SC	717		2513		
										1377						84499	DD 71982
00028	MILLS	HO	11960	2400		28704											
	LAURA M	VA	11960	800		9558											
			11960	4654	42	55662	753		94687	5871	5145	SC	2954				
										1373						79344	DD 71983
00026	MURPHY		10000	5212	218	52120	3270		55390	3434	3289	SC	1717				
	MORGAN E									803						✓46147	71984
00003	TOLBERT	HO	13890	2400		33336											
	BUFFY A	NS	13890	800		11112											
			13890	4936	236	68478	4917		117843	7306	9096	SC	6640		6500		
										1709						86592	DD 71985
		T	13890			3900			3900	242							
										57						3601	DD 71986

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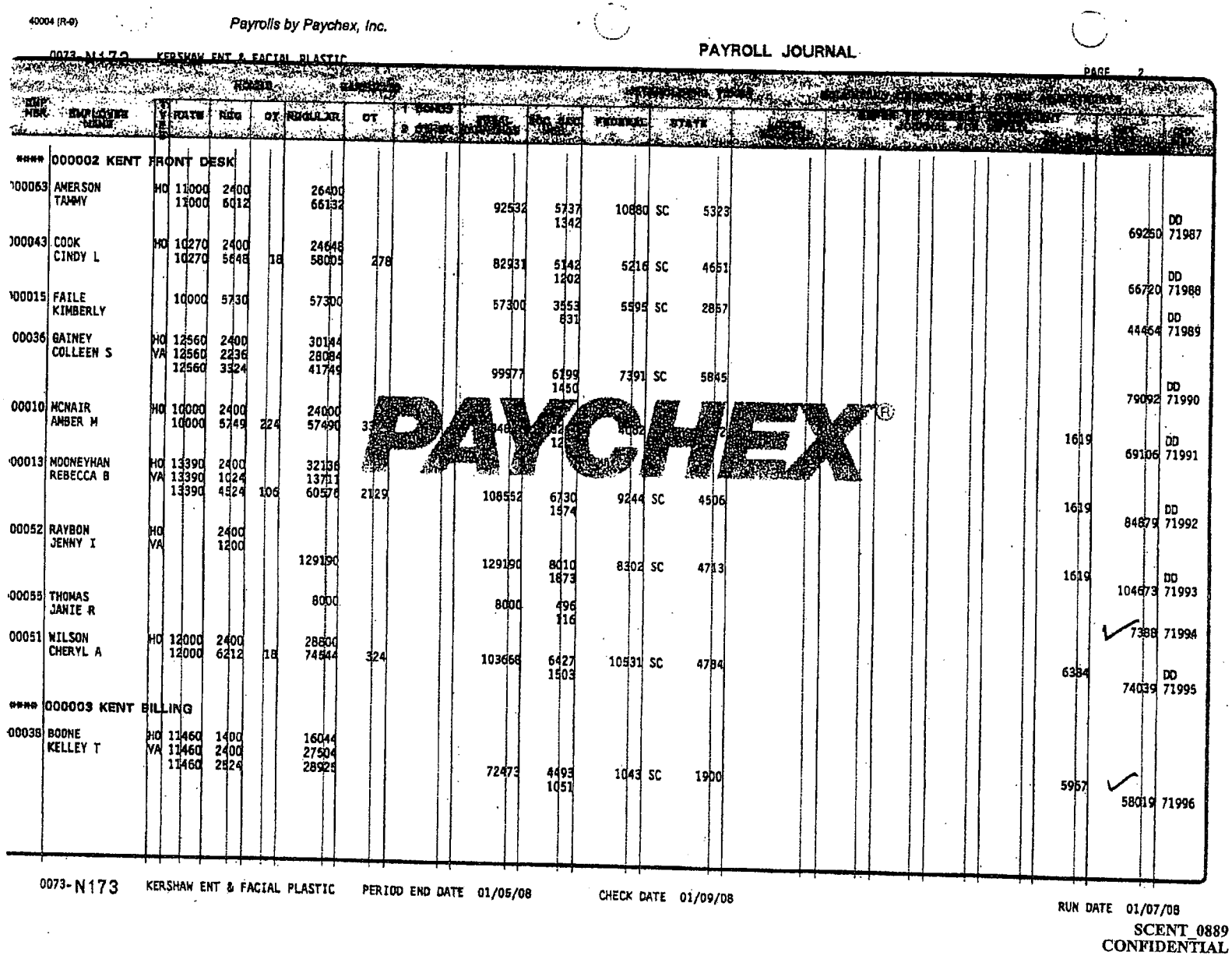

40004 (R-9) Payrolls by Paychex, Inc.

0073-N173 KERSHAW ENT & FACIAL PLASTIC — PAYROLL JOURNAL — PAGE 2

EMP NBR	EMPLOYEE NAME	ST	RATE	REG	OT	REGULAR	OT	TIPS & OTHER	FEDERAL	STATE								
****	000002 KENT FRONT DESK																	
00063	AMERSON TAMMY	HO	11000	2400		26400			92532	5737	10880	SC	5323					
			11000	6012		66132				1342							69250	DD 71987
00043	COOK CINDY L	HO	10270	2400		24648												
			10270	5648	18	58005	278		82931	5142	5216	SC	4651					
										1202							66720	DD 71988
00015	FAILE KIMBERLY		10000	5730		57300			57300	3553	5595	SC	2857					
										831							44454	DD 71989
00036	GAINEY COLLEEN S	HO	12560	2400		30144												
		VA	12560	2236		28084												
			12560	3324		41749			99977	6199	7391	SC	5845					
										1450							79092	DD 71990
00010	MCNAIR AMBER M	HO	10000	2400		24000												
			10000	5749	224	57490	3		48	2	4082		2					
										12						1619	69106	DD 71991
00013	MOONEYHAN REBECCA B	HO	13390	2400		32136												
		VA	13390	1024		13711												
			13390	4524	106	60576	2129		108552	6730	9244	SC	4506					
										1574						1619	84879	DD 71992
00052	RAYBON JENNY I	HO		2400														
		VA		1200														
						129190			129190	8010	8302	SC	4713					
										1873						1619	104673	DD 71993
00055	THOMAS JANIE R					8000			8000	496								
										116							7388	71994
00051	WILSON CHERYL A	HO	12000	2400		28800												
			12000	6212	18	74544	324		103668	6427	10531	SC	4784					
										1503						6384	74039	DD 71995
****	000003 KENT BILLING																	
00038	BOONE KELLEY T	HO	11460	1400		16044												
		VA	11460	2400		27504												
			11460	2524		28925			72473	4493	1043	SC	1900					
										1051						5957	58019	71996

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0073-N173 KERSHAW ENT & FACIAL PLASTIC PERIOD END DATE 01/05/08 CHECK DATE 01/09/08 RUN DATE 01/07/08

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40004 (R-9) Payrolls by Paychex, Inc.

PAYROLL JOURNAL

0073-N173 KERSHAW ENT & FACIAL PLASTIC

EMP NBR	EMPLOYEE NAME	TYP	HOURS RATE	HRS	OT	EARNINGS REGULAR	OT	1 BONUS 2 OTHER	TOTAL EARNINGS	EMP SEC NBR	FEDERAL	STATE	LOCAL				
00057	BOYKIN	HO	9460	2400		22704											
	MITCHETTE G	VA	9460	400		3784											
			9460	5048		47754			74242	4603	8136	SC	4043		1619		DD
										1077						54764	71997
00012	FLETCHER	HO		2400													DD
	MARY L					138300			138300	8575	18513	SC	2500			106707	71998
										2005							
00029	GEIGER	HO	11960	2400		28704											
	SHERRY	VA	11960	800		9568											
			11960	4812		57552			95824	5941	10511	SC	5151		23359		
										1389						49473	71999
00021	LOCKE	HO	16340	2400		39216											
	DEBORAH	NS	16340	400		6536											
			16340	5330		87092			132844	8236	15427	SC	7485		20000		DD
																79810	72000
00035	SULLIVAN	HO	12480	800		9984											
	GABRIELLE H		12480	5206		64971			74955	46	6857				11243		DD
										10						48115	72001
00016	YOUNG	HO	10820	2400		25968											
	TAMMY		10820	5512		59640			85608	5308	2792	SC	4889				
										1241						71428	72002
****	000004 KENT AUDIOLOGY																
00053	LANGLEY	HO	10820	2400		25968											
	ALISON	NS	10820	200		2164											
		VA	10820	600		6492											
			10820	5018		54295			88919	5513	10338	SC	5071		1619		DD
										1289						65089	72003
00020	TROOP	HO	12610	2400		30264											
	DEBRA		12610	5612		70767			101031	6264	6692	SC	5519		64554		DD
										1465						16537	72004
00022	VINCENT	HO	11300	2400		27120											
	ANGELA W	NS	11300	200		2260											
		VA	11300	1318		14893											
			11300	4442		50195			94468	5857	6564	SC	5459				DD
										1370						75218	72005
****	000005 CAROLINA COSMETICS																

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4561

40004 (R-8) Payrolls by Paychex, Inc.

0073-N173 KERSHAW ENT & FACIAL PLASTIC

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EMP NBR	EMPLOYEE NAME	TY PE	RATE	HOURS REG	HOURS OT	EARNINGS REG/LAR	EARNINGS OT	1 DOUBLE 2 OTHER	TOTAL	SOC SEC	FEDERAL	STATE						
100066	COVIL KIMBERLY		12000	3240		38880			38880	2411 864	2869	SC	1558			31458	DD	133
000068	ROBERTS JENNIFER	HO		2400														
		VA		1200		115385			115385	7354 1673	14308	SC	6923			85327	DD	134
00046	SHAW DIXIE B					118847			118847	7369 1723	12808	SC	5846		1619	89482	DD	135
		MI				41000			41000	2542 595						37863	DD	136
****	000008 KENT MANAGAMENT																	
00030	BAGNAL AMANDA	HO		2400														
		NS		800														
		VA		400		152731			152731	9468 2214	7794				16256	111865		72006
00027	CLEMANS ANGELA S	HO		2400		118640			118640	7356 1720	7671	SC	4095		7118	90680	DD	72007
00041	DYCE ORVILLE H	HO		2400		1000000			1000000	62000 14500	219128	SC	64674		59600	580098		72008
00048	GUNNLAUGSSON CHAD B	HO		2400														
		VA		800		576923			576923	35769 8365	88683	SC	34815			409291	DD	72009
00059	MORGAN MADONNA N	HO		2400														
		VA		3600		217685			217685	13509 3159	31679	SC	12150			157376	DD	72010
00032	PUCHALSKI ROBERT	HO		2400		1000000			1000000	62000 14500	238796	SC	68846			615658		72011
00019	TETTERTON STEPHANIE J	HO		2400		222116			222116	13771 3221	36136	SC	13451		13327	142200		72012

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4562

40004 (R-9) *Payrolls by Paychex, Inc.*

0073-N173 KERSHAW ENT & FACIAL PLASTIC

PAYROLL JOURNAL

PAGE 6

EMP NBR	EMPLOYEE NAME	T Y P E	HOURS RATE	HOURS REG	HOURS OT	EARNINGS REGULAR	EARNINGS OT	EARNINGS BONUS	EARNINGS OTHER	EARNINGS TOTAL	WITHHOLDING TAXES FICA SOC SEC / MEDICARE	WITHHOLDING TAXES FEDERAL	WITHHOLDING TAXES STATE	WITHHOLDING TAXES LOCAL DBL/SUI	VOLUNTARY DEDUCTIONS & OTHER ADJUSTMENTS	NET PAY	V/D
00007	WILLIAMS THERESA H	BN						1 250000		250000	15500 3625					230875	VCH
		HO		2400													
		VA		400													
						182337				182337	11305 2644	18200	SC 10889		26847	112452	DD 72013
****	0000007 ALLERGY																
00009	BACCOMO CASEY C	HO	12500	2400		30000											
			12500	6024		75300				105300	6529 1527	8189	SC 6217		1619	81219	DD 72014
00037	REED LINDA E	HO	14940	2400		35856											
		VA	14940	1106		16524											
			14940	4418		66009				[illegible]	[illegible]	[illegible]	[illegible]		9817	89655	DD 72015

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	EARNINGS TYPE		HOURS	EARNINGS	OTHER EARNINGS	TOTAL EARNINGS	FICA	FEDERAL	STATE	LOCAL DBL/SUI	TOTAL VOLUNTARY DEDUCTIONS & OTHER ADJUSTMENTS	NBR ENTRIES
TOTALS	REGULAR		136813	5718334	BONUS	6860187	SOC SEC 425334	893802	357201		303006	46
	OVERTIME		1758	29107	250000							
	VACATION	VA	2228	156528								
	HOLIDAY	HO	8140	633396	OTHER PAY		MEDICARE 99472					
	SICK/QUALIFIED	QS	00	00	00						TOTAL EARNINGS	6860187
	SICK/NON-QUAL	NS	2400	22072							NET PAY	4550497
	MISCELLANEOUS	MI	00	41000							VOUCHER NET	230875
	[illegible]	T	00	0750							TOTAL NET	4781372

0073-N173 KERSHAW ENT & FACIAL PLASTIC PERIOD END DATE 01/05/08 CHECK DATE 01/09/08 RUN DATE 01/07/08

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4563

40004 (R-9) Payrolls by Paychex, Inc.

PAYROLL JOURNAL

0073-N173 KERSHAW ENT & FACIAL PLASTIC PAGE 1

SOC SEC NUMBER	EMPLOYEE	ST	HOURS	RATE	OT HOURS	GROSS	FED	FED TAXABLE GROSS	SOC SEC	MEDICARE	ST	ST TAXABLE GROSS		
****	000001 KENT NURSING													
000023	BROWN BRIDGET	BN					1 34000	34000	2108 493				31399	VCH
			13000	8000	100	104000	1950	105950	6569 1536	8287	SC	6263	81676	DD 72016
		T	13000			3900		3900	242 57		SC	78	1904	DD 72017
000008	BROWN ROBYN S	BN					1 190000	190000	11780 2755				175465	VCH
						134408		134408	8333 1949	11565	SC	7793	98168	DD 72018
000006	COLLINS STEPHANIE D	BN					1 34000	34000	2108 493				31399	VCH
			13250	8000	818	106000	1650	122250	7595 1777	14238	SC	8991	82822	DD 72019
		T	39000											error 72020
000065	FIELDS CHANEL		10000	8000	248	80000	3720	83720	5191 1214	1257	SC	2253	72176	DD 72021
000025	JACKSON MELISSA		10000	7636	348	76360	5220	81580	5058 1183	5199	SC	2747	67393	72022
000001	LEHR ASTELL L		11000	8000	624	88000	8646	96646	5992 1401		SC	791	85949	DD 72023
000028	MILLS LAURA M	BN					1 34000	34000	2108 493				31399	VCH
		NS	11960	400		4784								
		VA	11960	800		9568								
			11960	6200		74152		88504	5487 1283	4218	SC	2564	74952	DD 72024
000026	MURPHY MORGAN E		10000	7936	136	79360	2040	81400	5047 1180	7191	SC	3355	64627	72025
		T	10000			3900		3900	242 57				3601	72026

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error.

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40004 (R-8) *Payrolls by Paychex, Inc.*

0073-N173 KERSHAW ENT & FACIAL PLASTIC

PAYROLL JOURNAL

000003	TOLBERT BUFFY A	BN						1	34000	34000	2108 493						31399		VCH
####	000002 KENT FRONT DESK																		
000063	AMERSON TAMMY		11000	8000	348	88000	5742			93742	5812 1359	11061	SC	5408			70102		DD 72027
000043	COOK CINDY L		10270	8000	148	82160	2280			84440	5235 1224	5367	SC	4757			67857		DD 72028
000015	FAILE KIMBERLY		10000	6518		65180				65180	4041 945	6777	SC	3409			50008		DD 72029
000036	GAINEY COLLEEN S		12560	8000	206	100480	3881			104361	6470 1513	8048	SC	6151			82179		DD 72030
000029	GEIGER SHERRY	VA	11960 11960	954 7006		11910 83792				95	[illegible]	[illegible]		[illegible]		23322	✓49063		DD 72031
000010	MCNAIR AMBER N		10000	8000	442	80000				[illegible]	5 1250	[illegible]		[illegible]		1619	70459		DD 72032
000013	MOONEYHAN REBECCA B		13390	8000	130	107120	2612			109732	6803 1591	9421	SC	4589		1619	85709		DD 72033
000052	RAYBON JENNY I	BN						1	190000	190000	11780 2755						175465		YCH
						129190				129190	8010 1873	8302	SC	4713		1619	104673		DD 72034
000055	THOMAS JANIE R					8000				8000	496 116						✓7388		DD 72035
000051	WILSON CHERYL A		12000	7954	248	95448	4464			99912	6195 1449	9568	SC	4521		6384	71395		DD 72036
####	000009 KENT BILLING																		
000057	BOYKIN MITCHETTE G	NS VA	9460 9460 9460	1200 900 1342		11352 8514 12695				32561	2019 472	2237	SC	1184		1619	25030		DD 72037
000012	FLETCHER MARY L	BN						1	190000	190000	11780 2755						175465		VCH

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40004 (R-9) Payrolls by Paychex, Inc.

0073-N173 KERSHAW ENT & FACIAL PLASTIC

PAYROLL JOURNAL

000012	(CONTINUED)						138300			138300	8575 2005	18513	SC	2500			106707	DD	72038
000021	LOCKE DEBORAH		16340	7954	06		129968	147		130115	8067 1887	15017	SC	7254		20000	77890	DD	72039
000035	SULLIVAN GABRIELLE H		12480	8000	12		99840	225		100065	6204 1451	9758	SC	4800		15010	62842	DD	72040
000016	YOUNG TAMMY		10820	7900	06		85478	98		85576	5306 1241	2788	SC	4836			71405	DD	72041
****	000004 KENT AUDIOLOGY																		
000053	LANGLEY ALISON		10820	8000	524		86560	8505		95065	5894 1378	11260	SC	5501		1619	69413	DD	72042
000020	TROOP DEBRA	VA	12610 12610	800 7212	36		10088 90943	[illegible]		[illegible]	[illegible]	[illegible]		[illegible]		7331	74240	DD	72043
000022	VINCENT ANGELA W	NS	11300 11300	406 7454	536		4588 84230	[illegible]		[illegible]	6070 1420	7088	SC	3695			77635	DD	72044
****	000005 CAROLINA COSMETICS																		
000066	COVIL KIMBERLY		12000	8000	42		96000	756		96756	5999 1403	11513	SC	5619			72222	DD	137
000058	ROBERTS JENNIFER	BN				1	90000			90000	5580 1305						83115	VCH	
							115385			115385	7154 1673	14308	SC	6923			85327	DD	138
000046	SHAW DIXIE B						118847			118847	7369 1723	12808	SC	5846		1619	89432	DD	139
****	000006 KENT MANAGAMENT																		
000030	BAGNAL AMANDA	BN				1	120000			120000	7440 1740						110820	VCH	

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40004 (R-9) *Payrolls by Paychex, Inc.*

0073-N173 KERSHAW ENT & FACIAL PLASTIC

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000030	(CONTINUED)	NS VA		800 1000															
						135539				135539	8403 1965	5215	SC	3919		16256	✓ 99771	72045
000041	DYCE ORVILLE H					1000000				1000000	62000 14500	219128	SC	64674		59600	✓ 580098	72046
000048	GUNNLAUGSSON CHAD B					576923				576923	35769 8365	88683	SC	34815			409291	DD 72047
000059	MORGAN MADONNA N					217685				217685	13509 3159	31679	SC	12150			157378	DD 72048
000032	PUCHALSKI ROBERT					1000000				1000000	62000 14500	238796	SC	68846			✓ 615858	72049
000011	RILEY JR CHARLIE F					61250				61250	3798 888	16188	SC	3134			37242	DD 72050
000019	TETTERTON STEPHANIE J	BN								80808	29 30	643339					1133791	VCH
						500000				500000	31000 7250	114739	SC	33846			313165	VCH
						222116				222116	13771 3221	36136	SC	13451		13327	✓ 142200	72051
000007	WILLIAMS THERESA H					182337				182337	11305 2644	18200	SC	10889		26847	112452	DD 72052
****	000007 ALLERGY																	
000067	ANDERSON AMANDA		9000	8000	18	72000	243			72243	4479 1048	7836	SC	3903			54977	DD 72053
000009	BACCOMO CASEY C		12500	8000	736	100000	13800			113800	7056 1650	9464	SC	6812		1619	87199	DD 72054
000027	CLEMANS ANGELA S	BN						1	498810	498810	30926 7233						460651	VCH
						118640				118640	7356 1720	7671	SC	4095		7118	90680	DD 72055
000037	REED LINDA E		14940	8000	212	119520	4751			124271	7709 1802	5912	SC	5085		10170	93597	DD 72056

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40004 (R-9) *Payrolls by Paychex, Inc.*

0073-N173 KERSHAW ENT & FACIAL PLASTIC

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	EARNINGS TYPE		HOURS	EARNINGS	OTHER EARNINGS	TOTAL EARNINGS	FICA	FEDERAL	STATE	LOCAL DBL/SUI	TOTAL VOLUNTARY DEDUCTIONS & OTHER ADJUSTMENTS	NBR ENTRIES
TOTALS	REGULAR		195112	6946108	BONUS	10611556	SOC SEC	1680821	540957			
	OVERTIME		5824	101736	3495610		657919					
	VACATION	VA	4454	39580							239693	56
	HOLIDAY	HO	00	00	OTHER PAY		MEDICARE					
	SICK/QUALIFIED	QS	00	00	00		153866					
	SICK/NON-QUAL	NS	2806	20724							TOTAL EARNINGS	10611556
	MISCELLANEOUS	MI	00	00							NET PAY	4585037
	2ND CHK TRAVEL	T	00	7800							VOUCHER NET	2753523
											TOTAL NET	7338560

0073-N173 KERSHAW ENT & FACIAL PLASTIC PERIOD END DATE 01/19/08 CHECK DATE 01/23/08 RUN DATE 01/21/08

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4568

40004 (R-9) *Payrolls by Paychex, Inc.*

PAYROLL JOURNAL

0073-N173 KERSHAW ENT & FACIAL PLASTIC PAGE 1

| EMP NBR | EMPLOYEE NAME | T Y PE | HOURS RATE | HOURS REG. | HOURS OT | EARNINGS GROSS | EARNINGS QTY | EARNINGS T BONUS | EARNINGS | EARNINGS | EARNINGS | WITHHOLDING TAXES STATE | WITHHOLDING TAXES | DEDUCTION | DEDUCTION | DEDUCTION

40004 (R-9) *Payrolls by Paychex, Inc.*

PAYROLL JOURNAL

0073-N173 KERSHAW ENT & FACIAL PLASTIC

EMP NUM	NAME/ADDR	ST	HOURS	RATE	OT	EARNINGS	OT											
000043	COOK CINDY L		10270	8000	430	82160	6624		88784	5505 1287	5801	SC	5061				71130	DD 72074
		T	10270			3900			3900	242 57		SC	78				3523	DD 72075
000015	FAILE KIMBERLY	NS	10000	742		7420												
			10000	3218		32180			39600	2455 574	2941	SC	1618				32012	DD 72076
		MI	10000			10490			10490	650 152	30	SC	238				9420	DD 72077
000036	GAINEY COLLEEN S	NS	12560	306		3843												
			12560	7654	154	96134	2901		102876	6378 1492	7826	SC	6048				81134	DD 72078
000029	GEIGER SHERRY		11960	8000	200	95680	3588		99268	6156 1436	10997	SC	5236			23556	51733	72079
000010	MCNAIR AMBER M	NS	10000	424		4240												
		VA	10000	800		8000												
			10000	6736	406	67360	5080		72440	5315 1243	7148	SC	3536			1619	69744	DD 72080
000013	MOONEYHAN REBECCA B		13390	8000	142	107120	2852		109972	6818 1595	9457	SC	4606			1619	85877	DD 72081
000052	RAYBON JENNY I	NS		100														
		VA		700														
						129190			129190	8010 1873	8302	SC	4713			1619	104673	DD 72082
000055	THOMAS JANIE R					8000			8000	496 116							7388	72083
000051	WILSON CHERYL A	NS	12000	1100		13200												
			12000	6900	154	82800	2772		98772	6124 1432	9797	SC	4450			6384	70585	DD 72084
****	000003 KENT BILLING																	
000057	BOYKIN MITCHETTE G		9460	3112		29440			29440	1825 427	1925	SC	1010			1619	22634	DD 72085
000012	FLETCHER MARY L					138300			138300	8575 2005	18513	SC	2500				106707	DD 72086

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4570

40004 (R-9) Payrolls by Paychex, Inc.

PAYROLL JOURNAL

0073-N173 KERSHAW ENT & FACIAL PLASTIC PAGE 3

EMP NBR	EMPLOYEE NAME	T	HOURS REGULAR	RATE	OT	EARNINGS REGULAR	OT	$	GROSS	FED	FICA	MEDICARE	STATE	LOCAL				
000021	LOCKE DEBORAH		16340	8000	406	130720	9951		140671	8722 2040	16606	SC	7993		20000	85310	DD	72087
000035	SULLIVAN GABRIELLE H		12480	7954	406	99266	7601		106867	6626 1550	10626	SC	5205		16030	66830	DD	72088
000016	YOUNG	VA	10820	200		2154												
	TAMMY		10820	7724	500	83574	8115		93853	5819 1361	3618	SC	5416			77641	DD	72089
****	000004 KENT AUDIOLOGY																	
000053	LANGLEY ALISON		10820	7824	642	84656	10419		95075	5895 1379	11261	SC	5501		1619	69420	DD	72090
000020	TROOP	NS	12610	800		10086												
	DEBRA	VA	12610	800		10088												
			12610	6412	200	80855	3		104	6	1560	SC	3		7381	76422	DD	72091
		T	12610			5650			5650	3		SC	117			5285	DD	72092
000022	VINCENT ANGELA W		11300	7742	230	87485	3899		91384	5666 1325	6102	SC	5243			73048	DD	72093
		T	11300			5650			5650	363 85		SC	117			5285	DD	72094
****	000005 CAROLINA COSMETICS																	
00066	COVIL KIMBERLY		12000	8000	348	96000	6264		102264	6340 1483	12340	SC	6005			76098	DD	140
00058	ROBERTS JENNIFER					115385			115385	7154 1673	14308	SC	6923			85327	DD	141
		MI				19467			19467	1207 282	927	SC	548			16503	DD	142
00046	SHAW DIXIE B					118847			118847	7369 1723	12808	SC	5846		1619	89482	DD	143
****	000006 KENT MANAGAMENT																	
00030	BAGNAL AMANDA					152731			152731	9469 2215	7794	SC	5122		16266	111665	DD	72095

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0073-N173 KERSHAW ENT & FACIAL PLASTIC PERIOD END DATE 02/02/08 CHECK DATE 02/06/08 RUN DATE 02/04/08

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Plaintiffs' Ex 0304.013

4571

40004 (R-9) *Payrolls by Paychex, Inc.*

PAYROLL JOURNAL

0073-N173 KERSHAW ENT & FACIAL PLASTIC

| EMP NBR | EMPLOYEE NAME | V TP | RATE | REG | OT | REGULAR | OT | | |

40004 (R-9) *Payrolls by Paychex, Inc.*

PAYROLL JOURNAL

0073-N173 KERSHAW ENT & FACIAL PLASTIC

EMP NBR	EMPLOYEE NAME	ST	V	RATE	REG	OT	PROGRAM	ET											
****	000001 KENT NURSING																		
000023	BROWN BRIDGET			13000	8942	12	116246	234		116480	7222 1689	9866	SC	7000			1619	89084	DD 72107
			TR	13000			3900			3900	242 57							3601	DD 72108
000008	BROWN ROBYN S						134408			134408	8333 1949	11565	SC	7793			6600	98168	DD 72109
000006	COLLINS STEPHANIE D			13250	8806		116680			116680	7234 1692	13452	SC	6524			8620	79158	DD 72110
000065	FIELDS CHANEL	NS		10000	400		4000												
				10000	7654	418	76540	6270		86810	5382 1259	1566	SC	2458			1619	74526	DD 72111
000025	JACKSON MELISSA	NS		10000	800		8000												
				10000	7212	342	72120										1494	68507	72112
000001	LEHR ASTELL L			11000	8924	200	98164										2513	90173	DD 72113
000028	MILLS LAURA M	VA		11960	800		9568												
				11960	8406		100536			110104	6826 1597	7458	SC	3996				90227	DD 72114
			TR	11960			1950			1950	121 28							1801	DD 72115
000026	MURPHY MORGAN E	VA		10000	800		8000												
				10000	7148		71480			79480	4928 1152	6903	SC	3294			1494	61769	72116
000003	TOLBERT BUFFY A			13890	9024		125343			125343	7771 1817	10221	SC	7165			6500	91869	DD 72117
****	000002 KENT FRONT DESK																		
000063	AMERSON TAMMY			11000	8000	42	88000	693		88693	5499 1286	10304	SC	5055				66549	DD 72118
000054	BURN MARISSA L			10760	8000	112	86080	1808		87888	5449 1274	8164	SC	3754			1384	67853	DD 72119

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40004 (R-9) *Payrolls by Paychex, Inc.*

PAYROLL JOURNAL

0073-N173 KERSHAW ENT & FACIAL PLASTIC

| EMP NBR | EMPLOYEE NAME | T Y PE | RATE | REG | OT | REGULAR | OT | T DEDUS | TOTAL | FEDERAL | STATE | | |

4574

40004 (R-9) *Payrolls by Paychex, Inc.*

PAYROLL JOURNAL

0073-N173 KERSHAW ENT & FACIAL PLASTIC

EMP NBR	EMPLOYEE NAME	T/V/P/R	RATE	REG	OT	REGULAR	OT	1 SUPPL	TOTAL	FED TAX	FICA	FEDERAL	STATE				
000053	LANGLEY ALISON	NS	10820	400		4328											
		VA	10820	700		7574											
			10820	6824	124	73836	2013		87751	5441	1272	10163	SC	4989	1619	64267	DD 72133
		TR	10820			3900			3900	242	57					3601	DD 72134
000020	TROOP DEBRA		12610	5524	106	69658	2006		71664	4443	1039	3518	SC	3453	7331	51870	DD 72135
		TR	12610			3900			3900	242	57					3601	DD 72136
000022	VINCENT ANGELA W	NS	11300	800		9040											
			11300	7542	424	85225	7187		101452	6290	1471	7612	SC	5948		80131	DD 72137
		TR	11300			1950										1601	DD 72138
****	000005 CAROLINA COSMETICS																
000066	COVIL KIMBERLY		12000	8000	348	96000	6264		102264	6340	1483	12340	SC	6005		76096	DD 144
000058	ROBERTS JENNIFER	NS		7200		115385			115385	7154	1673	14308	SC	6923		85327	DD 145
000046	SHAW DIXIE B					118847			118847	7369	1723	12808	SC	5846	1619	89482	DD 146
****	000006 KENT MANAGAMENT																
000030	BAGNAL AMANDA	NS		320													
		VA		320		152731			152731	9469	2215	7794	SC	5122	16256	111659	72139
000041	DYCE ORVILLE H					1000000			1000000	62000	14500	219128	SC	64674	59600	880098	72140
000048	GUNNLAUGSSON CHAD B	VA		1600		576923			576923	35769	8365	88683	SC	34815		409291	DD 72141

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Plaintiffs' Ex 0304.017

4575

40004 (R-9) *Payrolls by Paychex, Inc.*

0073-N173 KERSHAW ENT & FACIAL PLASTIC

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EMP NBR	EMPLOYEE	PI	HOURS	REGULAR	OT	DT	EARNINGS	FICA	FEDERAL	STATE	LOCAL		NET PAY	CHK NBR
000059	MORGAN MADONNA N	VA	800	217685			217685	13509 3159	31679	SC 12150			157378	DD 72142
000032	PUCHALSKI ROBERT			1000000			1000000	62000 14500	238798	SC 68846			815858	72143
000019	TETTERTON STEPHANIE J			222116			222116	13771 3221	36136	SC 13461		13327	142200	72144
000007	WILLIAMS THERESA H			182337			182337	11305 2644	18200	SC 10899		26847	112452	DD 72145
****	000007 ALLERGY													
000009	BACCOMO CASEY C	VA	12500 12500	400 7930	406		5000 99125	7613	11738	6928	9155	SC 6658	1619	DD 85748	72146
000027	CLEMANS ANGELA S	VA		800			118640		18	7			7118	DD 90680	72147
000037	REED LINDA E	VA	14940 14940	2300 5700			34362 85158		119520	7410 1733	5466	SC 4772	9885	DD 90254	72148

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	EARNINGS TYPE		HOURS	EARNINGS	OTHER EARNINGS	TOTAL EARNINGS	FICA	FEDERAL	STATE	LOCAL DBL/SUI	TOTAL VOLUNTARY DEDUCTIONS & OTHER ADJUSTMENTS	NBR ENTRIES
TOTALS	REGULAR		190920	6391344	BONUS	6565491	SOC SEC 407062	903118	357250		223308	45
	OVERTIME		3498	59183	00							
	VACATION	VA	6844	68642								
	HOLIDAY	HO	00	00	OTHER PAY		MEDICARE 95196					
	SICK/QUALIFIED	QS	00	00	00							
	SICK/NON-QUAL	NS	11032	28572								
	MISCELLANEOUS	MI	00	00								
	TRAVEL TIME	TR	00	17550								

TOTAL EARNINGS	6565491
NET PAY	4579547
VOUCHER NET	
TOTAL NET	4579547

0073-N173 KERSHAW ENT & FACIAL PLASTIC PERIOD END DATE 02/16/08 CHECK DATE 02/20/08 RUN DATE 02/18/08

SCENT_0856
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Plaintiffs' Ex 0304.018

4576

40004 (R-9) *Payrolls by Paychex, Inc.*

PAYROLL JOURNAL

0073-N173 KERSHAW ENT & FACIAL PLASTIC

EMP NBR	EMPLOYEE NAME	TYP	RATE	REG	OT	REGULAR	OT	+ BONUS	TOTAL	SOC SEC	FEDERAL	STATE						
****	000001 KENT NURSING																	
00023	BROWN BRIDGET		13330	8800	536	117304	10718		128022	7937 1656	11598	SC	7808			3483	95390	DD 72152
		T	13330			3900			3900	242 57							3601	DD 72153
00008	BROWN ROBYN S					134408			134408	8333 1949	11565	SC	7793			6600	98158	DD 72154
00006	COLLINS STEPHANIE D		13580	8800	912	119504	18578		138082	8561 2002	16470	SC	7932			9904	93213	DD 72155
		T	13580			1950			1950	121 28							1801	DD 72156
00065	FIELDS CHANEL		10200	7930	424	80886	6488		87374	5417	1622	SC	2492			1619	74956	DD 72157
00025	JACKSON MELISSA		10150	8000	1024	81200	15896		97096	5881 1386		7119	SC	3644		3899	74908	72158
00001	LEHR ASTELL L		11000	8800	830	96800	13695		110495	6851 1602		607	SC	1546		2513	97376	DD 72159
00028	MILLS LAURA M	NS	12200	200		2440												
		VA	12200	600		7320												
			12200	8000	142	97600	2598		109958	6817 1594	7438	SC	3986				90125	DD 72160
00026	MURPHY MORGAN E		10250	8000	436	82000	6704		88704	5500 1286	8286	SC	3815			1494	68323	72161
00003	TOLBERT BUFFY A		14240	8800	842	125312	17985		143297	8884 2078	16914	SC	8422			6500	100499	DD 72162
		T	14240			3900			3900	242 57							3601	DD 72163
****	000002 KENT FRONT DESK																	
00063	AMERSON TAMMY		11280	8000	400	90240	6768		97008	6014 1407	11551	SC	5637				72399	DD 72164
00043	COOK CINDY L	VA	10530	1442		15184												
			10530	6518	148	68638	2337		86156	5342 1249	5539	SC	4877				69149	DD 72165

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0073-N173 KERSHAW ENT & FACIAL PLASTIC PERIOD END DATE 03/01/08 CHECK DATE 03/05/08 RUN DATE 03/03/08

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40004 (R-9) *Payrolls by Paychex, Inc.*

PAYROLL JOURNAL

0073-N173 KERSHAW ENT & FACIAL PLASTIC

EMP NBR	EMPLOYEE NAME	T/V/E	RATE	HOURS REG	HOURS OT	EARNINGS REGULAR	EARNINGS OT	EARNINGS OTHER	TOTAL	FICA	MEDICARE	STATE						
00043	(CONTINUED)	T	10530			5850			5850	363 85								DD 72166 5402
00036	GAINEY COLLEEN S	NS VA	12560 12560 12560	642 800 6518	218	8064 10048 81866	4107		104085	6453 1509	8007	SC	6132					DD 72167 81984
		T	12560			3900			3900	242 57								DD 72168 3601
00029	GEIGER SHERRY		11960	7942	142	94986	2547		97533	5918 1384	10441	SC	5118			27173		✓ 47499 72169
00010	MCNAIR AMBER M	VA VA	10150 10150	24 7936	300	244 80560	4568		85362	5292 1238	4713	SC	3605			1619		DD 72170 69495
00013	MOONEYHAN REBECCA B		13720	8000	724	109760	14960		124720	7728 1808	14451	SC	5554			1619		DD 72171 96209
00052	RAYBON JENNY I					129190			129190	8010 1874	8004	SC	3718			3312		DD 72172 102980
00055	THOMAS JANIE R					8000			8000	496 116								✓ 7388 72173
00051	WILSON CHERYL A	VA VA	12180 12180	2312 5648	200	28160 68793	3654		100607	6238 1459	10072	SC	4559			6384		DD 72174 71885
****	000003 KENT BILLING																	
00012	FLETCHER MARY L	VA		3518		138300			138300	8450 1976	18011	SC	2500			2010		DD 72175 105353
00021	LOCKE DEBORAH		16340	8000	112	130720	2745		133465	8275 1935	15520	SC	7489			20000		DD 72176 80246
		MI	16340			30000			30000	1860 435								DD 72177 27705
00014	MILLS CONNIE		10500	8000	106	84000	1670		85670	5312 1242	9851	SC	4843					DD 72178 64422
00035	SULLIVAN GABRIELLE H		12980	7954	12	103243	234		103477	6416 1500	10193	SC	5003			15522		DD 72179 64843

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4578

40004 (R-9) *Payrolls by Paychex, Inc.*

PAYROLL JOURNAL

0073-N173 KERSHAW ENT & FACIAL PLASTIC

EMP NBR	EMPLOYEE	Y	RATE	REG	OV	REGULAR	GT												
00016	YOUNG TAMMY		11090	8000	118	88720	1964		90684	5622 1315	3299	SC	3321				77127	72180
		MI	11090			10000			10000	620 145							9235	72181
****	000004 KENT AUDIOLOGY																	
00053	LANGLEY ALISON	NS	10820	600		6492												
		VA	10820	600		6492												
			10820	6530	224	70655	3636		87275	5411 1265	10091	SC	4955			1619	63934	DD 72182
00020	TROOP DEBRA		12610	8000	242	100880	4578		105458	6538 1529	7356	SC	5828			7331	76876	DD 72183
		T	12610			1950			1950	121							1801	DD 72184
00022	VINCENT ANGELA W	VA	11300	2000		22600												
			11300	6124	324	69201	9		72	60 14							77205	DD 72185
****	000005 CAROLINA COSMETICS																	
00066	COVIL KIMBERLY		12000	6642	230	79704	4140		83844	5198 1216	9577	SC	4715				63138	DD 148
00046	SHAW DIXIE B					41282			41282	2559 599	1763	SC	954				35407	VCH
		NS		100														
		VA		1500														
						118847			118847	7369 1723	12808	SC	5846			1619	89432	DD 149
****	000008 KENT MANAGAMENT																	
00030	BAGNAL AMANDA					152731			152731	9341 2184	7483	SC	4977			20095	108651	72186
00041	DYCE ORVILLE H					1000000			1000000	62000 14500	219128	SC	64674			59600	580098	72187
00048	GUNNLAUGSSON CHAD B					576923			576923	35769 8365	88683	SC	34815				409291	DD 72188

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0073-N173 KERSHAW ENT & FACIAL PLASTIC PERIOD END DATE 03/01/08 CHECK DATE 03/05/08 RUN DATE 03/03/08

4579

40004 (R-9) *Payrolls by Paychex, Inc.*

0073-N173 KERSHAW ENT & FACIAL PLASTIC

PAYROLL JOURNAL

EMP NBR	EMPLOYEE NAME	T	HOURS RATE	HOURS REG	HOURS OT	EARNINGS REGULAR	EARNINGS OT	T	OTHER EARNINGS	TOTAL EARNINGS	FICA	FEDERAL	STATE	LOCAL DBL/SUI	TOTAL VOLUNTARY DEDUCTIONS & OTHER ADJUSTMENTS	NBR ENTRIES	CHK NBR
000059	MORGAN MADONNA N					217885				217885	13509 3159	31679	SC 12150				DD 157378 72189
000032	PUCHALSKI ROBERT					1000000				1000000	62000 14500	238796	SC 68846				615858 72190
000019	TETTERTON STEPHANIE J					222116				222116	13725 3210	35950	SC 13409		14071		141751 72191
000007	WILLIAMS THERESA H	NS VA		400 600													
						182337				182337	11305 2644	18200	SC 10889		26847		DD 112452 72192
****	000007 ALLERGY																
000067	ANDERSON AMANDA		10000	7800		75000				75000	4650	8250	SC 4086				DD 56916 72193
000009	BACCOMO CASEY C		12500	8000	942	100000	17			176	72 17	10044	83		1619		DD 89916 72194
000027	CLEMANS ANGELA S	VA		400		118640				118640	7356 1720	7671	SC 4095		10386		DD 87412 72195
000037	REED LINDA E		14940	8000	330	119520	7395			126915	7869 1840	6251	SC 5259		10329		DD 95367 72196

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	EARNINGS TYPE		HOURS	EARNINGS	OTHER EARNINGS	TOTAL EARNINGS	FICA	FEDERAL	STATE	LOCAL DBL/SUI	TOTAL VOLUNTARY DEDUCTIONS & OTHER ADJUSTMENTS	NBR ENTRIES
TOTALS	REGULAR		200442	6457738	BONUS	6806987	SOC SEC 421456	928895	369088		267117	48
	OVERTIME		9918	180755	00							
	VACATION	VA	13796	90046								
	HOLIDAY	HO	00	00	OTHER PAY		MEDICARE 98565					
	SICK/QUALIFIED	QS	00	00	00						TOTAL EARNINGS	6806987
	SICK/NON-QUAL	NS	1942	16996							NET PAY	4686499
	MISCELLANEOUS	MI	00	40000							VOUCHER NET	35407
	2ND CHK TRAVEL	T	00	21450							TOTAL NET	4721906

0073-N173 KERSHAW ENT & FACIAL PLASTIC PERIOD END DATE 03/01/08 CHECK DATE 03/05/08 RUN DATE 03/03/08

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Plaintiffs' Ex 0304.022

4580

40004 (R-8) *Payrolls by Paychex, Inc.*

PAYROLL JOURNAL

0073-N173 KERSHAW ENT & FACIAL PLASTIC

EMP NUM	EMPLOYEE NAME	T Y P	RATE	REG	OT	REGULAR	OT	1 BONUS 4 OTHER	GROSS	AMT SUBJ FED	FEDERAL	STATE	LOCAL	V	NET PAY	CHK NUM
****	000001 KENT NURSING															
000023	BROWN	NS	13330	800		10664										
	BRIDGET		13330	7200		95976			106640	6612	8390	SC	6311			
										1546					3433	DD
															80348	72198
000008	BROWN					137097		2 2689	139786	8667	12372	SC	8159			
	ROBYN S									2027					6600	DD
															101951	72199
000006	COLLINS	NS	13580	800		10664										
	STEPHANIE D		13580	7012	606	95223	10307		116394	7216	13412	SC	6605			
										1688					8603	DD
															78970	72200
		T	13580			3900			3900	242						
										57						DD
															3601	72201
000065	FIELDS		10200	8000	436	81600	6671		88271	5473	1712	SC	2550			
	CHANEL									1280					1619	DD
															75637	72202
000025	JACKSON		10150	8000	900	81200	13703		94903	5735	6886	SC	3485			
	MELISSA									1342					3899	✓
															73657	72203
000001	LEHR		11000	7206	124	79266	2046		81312	5041		SC	261			
	ASTELL L									1179					2513	DD
															72318	72204
000028	MILLS	NS	12200	600		7320										
	LAURA M		12200	8000	336	97600	6149		111069	6886	7603	SC	4053			
										1611						DD
															90906	72205
000026	MURPHY		10250	7854	142	80504	2184		82688	5127	7384	SC	3436		1494	
	MORGAN E									1199					✓	
															64048	72206
000003	TOLBERT		14240	7948	130	113180	2777		115957	7189	12813	SC	6508			
	BUFFY A									1681					6500	DD
															81266	72207
		T	14240			3900			3900	242						DD
										57					3601	72208
000033	WALTERS		10000	4000	142	40000	2130		42130	2612	1636	SC	1795			
	KIMBERLY									611					✓	
															35476	72209
****	000002 KENT FRONT DESK															
000063	AMERSON	NS	11280	1106		12476										
	TAMMY		11280	6854	148	77313	2504		92293	5722	10844	SC	5307			
										1338						DD
															69082	72210

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Plaintiffs' Ex 0304.023

40004 (R-9) Payrolls by Paychex, Inc.

PAYROLL JOURNAL

0073-N173 KERSHAW ENT & FACIAL PLASTIC

EMP NUM	EMPLOYEE NAME	T Y	RATE	REG	OT	REGULAR	OT	HOURS A	HOURS B	GROSS	FED WH TAX	FEDERAL	STATE									
000043	COOK	VA	10530	1304		13731																
	CINDY L		10530	6654	254	70057	4013			87811	5444	5704	SC	4993								DD
											1273										70397	72211
		T	10530			1950				1950	121											DD
											28										1801	72212
000036	GAINEY	RT	250	15960	348	3990	131															
	COLLEEN S		12810	8000	300	102480	5765			112366	6967	9249	SC	6712								DD
											1629										87809	72213
000029	GEIGER	VA	12260	336		4119																
	SHERRY		12260	7624		93470				97589	5922	10449	SC	5122							27176	
											1385										✓ 47535	72214
000010	MCNAIR		10150	8000	512	81200	7796			88996	5518	4477	SC	3884							1619	
	AMBER M										1290											DD
																					72258	72215
		T	10150			11700				11700	726											DD
											170										10805	72216
000013	MOONEYHAN	VA	13720	24		329																
	REBECCA B		13720	7936	136	108882	2799			112010	6945	9763	SC	4748							1619	
											1624											DD
																					87311	72217
000024	MYERS		10000	4000	100	40000	1500			41500	2573	1073	SC	1751								
	ASHLEY M										602											DD
																					35501	72218
000052	RAYBON					131774		2	2584	134358	8330	9077	SC	5074							3312	
	JENNY I										1948											DD
																					106617	72219
000055	THOMAS					8000				8000	496											
	JANIE R										116											
																					✓ 7388	72220
000051	WILSON		12180	8000		97440				97440	6041	9597	SC	4356							6384	
	CHERYL A										1413											DD
																					69639	72221
****	000003 KENT BILLING																					
000012	FLETCHER					141066		2	2766	143832	8793	19394	SC	2500							2010	
	MARY L										2056											DD
																					109079	72222
000021	LOCKE		16340	7936	12	129674	294			129968	8056	14995	SC	7284							20000	
	DEBORAH										1685											DD
																					77786	72223
000014	MILES		10500	8000	36	84000	567			84567	5243	7666	SC	3555								
	CONNIE										1226											DD
																					66877	72224

0073-N173 KERSHAW ENT & FACIAL PLASTIC PERIOD END DATE 03/15/08 CHECK DATE 03/19/08 RUN DATE 03/17/08

SCENT 0839
CONFIDENTIAL

40004 (R-9) *Payrolls by Paychex, Inc.*

PAYROLL JOURNAL

0073-N173 KERSHAW ENT & FACIAL PLASTIC PAGE 3

EMP NBR	EMPLOYEE NAME	S T A T U S	HOURS RATE	HOURS REG	HOURS OT	EARNINGS REGULAR	EARNINGS OT	EARNINGS 3	EARNINGS 4	TOTAL EARNINGS	WITHHOLDING SOC SEC	WITHHOLDING MEDICARE	WITHHOLDING STATE	WITHHOLDING LOCAL	VOLUNTARY DEDUCTIONS & OTHER WITHHOLDINGS 401K	VOLUNTARY DEDUCTIONS & OTHER WITHHOLDINGS DEPOSITED	VOLUNTARY DEDUCTIONS & OTHER WITHHOLDINGS DBR PYMT	NET PAY	CHK NBR
000035	SULLIVAN GABRIELLE H	VA	12980	645		10968				102566	6359	10077	SC	4949			15385		
			12980	7048	06	91483	117				1487							64311	DD 72225
000016	YOUNG TAMMY	NS	11090	700		7763													
			11090	7212	06	79981	101			87845	5446	3015	SC	3142					
											1274							74968	72226
****	000004 KENT AUDIOLOGY																		
000053	LANGLEY ALISON	RT	220	15654	348	3444	116												
			11040	7806	606	86178	6723			96461	5981	11469	SC	5598			1619		
											1399							70395	DD 72227
000020	TROOP DEBRA	NS	12610	1600		20176													
		VA	12610	1600		20176													
			12610	4606		58082				98434	6103	6303	SC	3387			7331		
											1427							71933	DD 72228
000022	VINCENT ANGELA W	RT	280	16466	748	4610	314												
			11580	8000	806	92640	14000			111564	6917	9129	SC	6656					
											1616							87244	DD 72229
		T	11580			3900				3900	242								
											57							3601	DD 72230
****	000005 CAROLINA COSMETICS																		
000066	COVIL KIMBERLY		12000	8000	1200	96000	21600			117600	7291	14640	SC	7078					
											1705							86886	DD 150
000046	SHAW DIXIE B					-41282				-41282	-2559	-1763	SC	-954					
											-599							-35407	AVH
						118847				118847	7369	12608	SC	5846			1619		
											1723							89482	DD 151
****	000006 KENT MANAGAMENT																		
000030	BAGNAL AMANDA					152731				152731	9341	7483	SC	4977			20095		
											2184							108651	72231
000041	DYCE ORVILLE H					1000000				1000000	62000	219128	SC	64674			59600		
											14500							580098	72232
000048	GUNNLAUGSSON CHAD B					576923				576923	35769	88683	SC	34815					
											8365							409291	DD 72233

0073-N173 KERSHAW ENT & FACIAL PLASTIC PERIOD END DATE 03/15/08 CHECK DATE 03/19/08 RUN DATE 03/17/08

SCENT_0840
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40004 (R-9) *Payrolls by Paychex, Inc.*

PAYROLL JOURNAL

0073-N173 KERSHAW ENT & FACIAL PLASTIC

EMP NBR	EMPLOYEE NAME	TYPE	RATE	REG	OT	REGULAR	OT	# BONUS	TOTAL EARNINGS	SOC SEC MED	FEDERAL	STATE	LOCAL DEL/SUI	TOTAL VOLUNTARY DEDUCTIONS & OTHER ADJUSTMENTS	NET PAY	CHK NBR
000059	MORGAN MADONNA N					222243		2 4358	226601	14049 3286	33858	SC 12770			162638	DD 72234
000032	PUCHALSKI ROBERT					1000000			1000000	62000 14500	238796	SC 68846			615858	72235
000019	TETTERTON STEPHANIE J					222116			222116	13725 3210	35950	SC 13409		14071	141751	72236
000007	WILLIAMS THERESA H	BN						1 250000	250000	15500 3625					230875	VCH
						182337			182337	11305 2644	18200	SC 10889		26847	112452	DD 72237
****	000007 ALLERGY															
000067	ANDERSON AMANDA		10000	7918		79180			79180	4909 1148	8877	SC 4389			59837	DD 72238
000009	BACCOMO CASEY C	VA	12500	1130		14125										
			12500	6830	342	85375	6413		105913	6567 1536	8281	SC 6256		1619	81650	DD 72239
000027	CLEMANS ANGELA S					121013		2 2373	123386	7650 1789	8340	SC 4407		4135	97065	DD 72240
000037	REED LINDA E	RT	060	16000	330	960	30									
		VA	15000	2330		34950										
			15000	5630	148	84450	3330		123720	7671 1794	5860	SC 5049		10137	93209	DD 72241
		MI	15000			30000			30000	1860 435					27705	DD 72242

	EARNINGS TYPE		HOURS	EARNINGS	OTHER EARNINGS	TOTAL EARNINGS	FICA	FEDERAL	STATE	LOCAL DEL/SUI	TOTAL VOLUNTARY DEDUCTIONS & OTHER ADJUSTMENTS	NBR ENTRIES
TOTALS	REGULAR		201274	6375309	BONUS	7000174	SOC SEC	923580	366376			
	OVERTIME		7128	123489	250000		433435				259239	49
	VACATION	VA	7569	98398								
	HOLIDAY	HO	00	00	OTHER PAY		MEDICARE					
	SICK/QUALIFIED	QS	00	00	14770		101367					
	SICK/NON-QUAL	NS	5606	69263							TOTAL EARNINGS	7000174
	MISCELLANEOUS	MI	00	30000							NET PAY	4720709
	2ND CHK TRAVEL	T	00	25760							VOUCHER NET	195468
											TOTAL NET	4916177

0073-N173 KERSHAW ENT & FACIAL PLASTIC PERIOD END DATE 03/15/08 CHECK DATE 03/19/08 RUN DATE 03/17/08

SCENT 0841
CONFIDENTIAL

40004 (R-9) *Payrolls by Paychex, Inc.*

PAYROLL JOURNAL

0073-N173 KERSHAW ENT & FACIAL PLASTIC

EMP NBR	EMPLOYEE NAME	T V Z	RATE	REG	OT	REGULAR	OT	1	TOTAL	FICA	FEDERAL	STATE						
****	000001 KENT NURSING																	
000023	BROWN BRIDGET		13330	8000	630	106640	12597		119237	7393 1729	10280	SC	7193				1619	91023 DD 72246
		T	13330			5850			5850	363 85								5402 DD 72247
000008	BROWN ROBYN S	NS VA		800 4000		137097			137097	8500 1988	11969	SC	7981				12042	94617 DD 72248
000006	COLLINS STEPHANIE D		13580	8000	418	108640	8514		117154	7264 1699	13519	SC	6565				8648	79469 DD 72249
		T	13580			1950			1950	121 28								1801 DD 72250
000069	FIELDS CHANEL	VA	10200 10200	800 7442	254	8150 75908	3887		87795	5461 1275	1680	SC	2580				1619	75398 DD 72251
000025	JACKSON MELISSA		10150	8000	1012	81200	15408		96608	5841 1366	7092	SC	3543				3899	✓ 74867 72252
000001	LEHR ASTELL L	VA	12000 12000	800 7248	248	9600 86976	4464		101040	6264 1465		SC	994				2513	89804 DD 72253
		T	12000			3900			3900	242 57								3601 DD 72254
000028	MILLS LAURA M	VA	12200 12200	800 6900	348	9760 84180	6369		100309	6219 1454	5989	SC	3310				20000	63937 DD 72255
		T	12200			3900			3900	242 57								3601 DD 72256
000026	MURPHY MORGAN E		10250	8000	636	82000	9779		91779	5690 1331	8748	SC	4009				1494	✓ 70507 72257
000003	TOLBERT BUFFY A	NS	14240 14240	500 7842	412	7120 108822	8801		124743	7734 1809	14131	SC	7123				6500	87446 DD 72258
000033	WALTERS KIMBERLY		10000	8000	1054	80000	15810		95810	5940 1389	7266	SC	5553					✓ 75662 72259

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Plaintiffs' Ex 0304.027

40004 (R-9) *Payrolls by Paychex, Inc.*

PAYROLL JOURNAL

0073-N173 KERSHAW ENT & FACIAL PLASTIC

EMP NBR	EMPLOYEE NAME	T Y P E	RATE	HOURS REG	HOURS OT	EARNINGS REGULAR	EARNINGS OT	† BONUS & OTHER	TOTAL GROSS	WITHHOLDING TAXES FED TAX	WITHHOLDING TAXES FICA	WITHHOLDING TAXES STATE	NET PAY	DIRECT DEPOSIT ACCT NBR
****	000002 KENT FRONT DESK													
000063	AMERSON TAMMY		11280	8000	800	90240	13536		103776	6434 1505	12566	SC 6110	77161	DD 72260
000043	COOK	VA	10530	48		505								
	CINDY L		10530	7512	118	83313	1865		85683	5312 1242	5491	SC 4844	68794	DD 72261
		T	10530			3900			3900	242 57			3601	DD 72262
000036	GAINEY	VA	12810	2218		28413								
	COLLEEN S		12810	5742	36	73559	692		102660	6365 1489	7793	SC 6032	80981	DD 72263
		T	12810			3900			3900	242 57			3601	DD 72264
00029	GEIGER	VA	12260	1336		16379								
	SHERRY		12260	6624		81210			97589	5913 1368	10449	SC 8122	47535	72265
00010	MCNAIR	VA	10150	348		3532								
	AMBER M		10150	7612	324	77262	4934		85728	5315 1243	4150	SC 3628	69773	DD 72266
		T	10150			3900			3900	242 57			3601	DD 72267
00013	MOONEYHAN	NS	13720	512		7025								
	REBECCA B	VA	13720	412		6653								
			13720	7036		96534			109212	6771 1584	9343	SC 4553	85342	DD 72268
00024	MYERS		10000	8000	442	80000	6630		86630	5371 1256	5586	SC 4910	69507	DD 72269
00052	RAYBON					131774			131774	8170 1911	8689	SC 4893	104799	DD 72270
00055	THOMAS					8000			8000	496 116			7388	72271
00051	WILSON		12180	8000	642	97440	11730		109170	6769 1583	11356	SC 5159	77909	DD 72272
****	000003 KENT BILLING													

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Plaintiffs' Ex 0304.028

40004 (R-9) *Payrolls by Paychex, Inc.*

PAYROLL JOURNAL

0073-N173 KERSHAW ENT & FACIAL PLASTIC

EMP NBR	EMPLOYEE NAME	Y T	RATE	REG	OT	REGULAR	NT	Y HOURS # CHECKS	TOTAL	NON TAXABLE	FEDERAL	STATE	LOCAL	401K	401K ADDITIONAL	125	125 ADDITIONAL	NET	CHK NBR
000012	FLETCHER MARY L					141066			141066	8621 2016	18702	SC 2500					2010	107217	DD 72273
000021	LOCKE DEBORAH	VA	16340	800		13072													
			16340	7230		116504			129576	8034 1879	14936	SC 7216					20000	77511	DD 72274
000014	MILES CONNIE		10500	8000	30	84000	473		84473	5237 1225	7652	SC 3549						66810	DD 72275
000035	SULLIVAN GABRIELLE H		12980	8000	16	103840	351		104191	6460 1511	10284	SC 5046					15629	65261	DD 72276
		MI	12980			6896			6896	428 100								6368	DD 72277
000016	YOUNG TAMMY	VA	11090	1600		17744													
			11090	6412		71109			88853	5508 1288	3116	SC 3206						75735	72278
****	000004 KENT AUDIOLOGY																		
000053	LANGLEY ALISON		11040	8000	712	88320	11790		100110	6207 1492	12017	SC 5864					1619	72961	DD 72279
		T	11040			1950			1950	121 28								1801	DD 72280
000020	TROOP DEBRA	NS	12610	125		1576													
			12610	3954		49860		2 1892	53328	3306 773	1685	SC 2179					7331	38054	DD 72281
000022	VINCENT ANGELA W		11580	8000	636	92640	11048		103688	6429 1903	7947	SC 6104						81705	DD 72282
		T	11580			1950			1950	121 28								1801	DD 72283
****	000005 CAROLINA COSMETICS																		
000066	COVIL KIMBERLY		12000	7700	636	85200	11448		96648	5992 1401	11497	SC 5612						72146	DD 152
000046	SHAW DIXIE B					118847			118847	7369 1723	12808	SC 5846					1619	89482	DD 153
		MI				20000			20000	1240 290		SC 198					1619	16653	DD 154

SCENT 0826
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Plaintiffs' Ex 0304.029

40004 (R-8) Payrolls by Paychex, Inc.

PAYROLL JOURNAL

0073-N173 KERSHAW ENT & FACIAL PLASTIC

EMP NBR	EMPLOYEE NAME	ST	HOURS REG	HOURS OT	HOURS	EARNINGS REGULAR	EARNINGS OT	EARNINGS	TAXABLE WAGES	FED W/H	FEDERAL	STATE	LOCAL	DEDUCTIONS	NET PAY	PAY NBR
****	000008 KENT MANAGAMENT															
000030	BAGNAL AMANDA	NS	400													
		VA	400													
						152731			152731	9341	7483	SC	4977	20095		
										2184					108651	72284
000041	DYCE ORVILLE H					1000000			1000000	62000	219128	SC	64674	59600		
										14500					580098	72285
000048	GUNNLAUGSSON CHAD B	VA	2400													
						576923			576923	35769	88683	SC	34815			DD
										8365					409291	72286
000059	MORGAN MADONNA N	NS	300													
		VA	800													
						222243			222243	13779	32768	SC	12455			DD
										3223					160008	72287
000032	PUCHALSKI ROBERT					1000000			1000000	62000	238796	SC	69846			
										14500					615858	72288
000011	RILEY JR CHARLIE F					61250			61250	3799	18186	SC	5130			DD
										888					37242	72289
000019	TETTERTON STEPHANIE J	VA	200													
						222116			222116	13725	35950	SC	13409	14071		
										3210					141761	72290
000007	WILLIAMS THERESA H	VA	600													
						182337			182337	11305	18200	SC	10689	26847		DD
										2644					112452	72291
****	000007 ALLERGY															
000067	ANDERSON AMANDA		10000	8000	136	80000	2040		82040	5086	9306	SC	4589			DD
										1190					61859	72292
000009	BACCOMO CASEY C		12500	8000	1024	100000	192002	13566	132756	8231	12309	SC	8140	1619		DD
										1925					100542	72293
000027	CLEMANS ANGELA S					121013			121013	7503	8005	SC	4251	7251		DD
										1755					92238	72294
000037	REED LINDA E	NS	15000	1000		15000										
		VA	15000	3000		45000										
			15000	4000	124	60000	2790		122790	7613	5773	SC	4987	10081		DD
										1780					92556	72295

0073-N173 KERSHAW ENT & FACIAL PLASTIC PERIOD END DATE 03/29/08 CHECK DATE 04/02/08 RUN DATE 03/31/08

SCENT 0827
CONFIDENTIAL

40004 (R-9) Payrolls by Paychex, Inc.

PAYROLL JOURNAL

0073-N173 KERSHAW ENT & FACIAL PLASTIC

EMP NBR	EMPLOYEE NAME	T Y P E	HOURS	AMOUNT	OT HOURS	OT AMOUNT	ST	T PERIOD	TOTAL EARNINGS	FICA	FEDERAL	STATE	LOCAL	VOLUNTARY DEDUCTIONS & OTHER ADJUSTMENTS	NET	CHK
000037	(CONTINUED)	T	15000			8131			8131	504 118						DD 7509 72296

PAYCHEX

	EARNINGS TYPE		HOURS	EARNINGS	OTHER EARNINGS	TOTAL EARNINGS	FICA	FEDERAL	STATE	LOCAL DBL/SUI	TOTAL VOLUNTARY DEDUCTIONS & OTHER ADJUSTMENTS	NBR ENTRIES
TOTALS	REGULAR		204754	6500790	BONUS	6955170	SOC SEC	949330	376587			
	OVERTIME		10690	184156	00		430645				287845	54
	VACATION	VA	20762	157618								
	HOLIDAY	HO	00	00	OTHER PAY		MEDICARE					
	SICK/QUALIFIED	QS	00	00	15456		100716					
	SICK/NON-QUAL	NS	3637	30721								
	MISCELLANEOUS	MI	00	26896								
	DUP CHK TRAVEL	T	00	30333								

TOTAL EARNINGS	6955170
NET PAY	4810097
VOUCHER NET	
TOTAL NET	4810097

0073-N173 KERSHAW ENT & FACIAL PLASTIC PERIOD END DATE 03/29/08 CHECK DATE 04/02/08 RUN DATE 03/31/08

SCENT 0828
CONFIDENTIAL

4589

40004 (R-9) *Payrolls by Paychex, Inc.*

0073-N173 KERSHAW ENT & FACIAL PLASTIC

PAYROLL JOURNAL

| EMP NBR | EMPLOYEE NAME | | HOURS RATE | HOURS REG | HOURS OT | EARNINGS REGULAR | EARNINGS OT | EARNINGS OTHER | EARNINGS TOTAL | EARNINGS GROSS | FEDERAL | STATE | LOCAL | | |

4590

40004 (R-9) Payrolls by Paychex, Inc.

PAYROLL JOURNAL

0073-N173 KERSHAW ENT & FACIAL PLASTIC

EMP NBR	EMPLOYEE NAME	T/V/PC	HOURS/EARNINGS RATE	REG	OT	REGULAR	OT	T BONUS	TOTAL GROSS	REG DED / REG	FEDERAL	STATE	LOCAL	NET PAY	CHK NBR
000003	(CONTINUED)		14240	7918	42	112752	897		113649	7046 1648	12467	SC 6347		6500	DD
														79641	72305
		T	14240			4950			4950	307 72					DD
														4571	72306
						5415			5415	336 79					
														5000	VCH
000033	WALTERS KIMBERLY		10000	8000	642	80000	9630		89630	5557 1300	6386	SC 5120			
														71267	72307
		T	10000			10906			10906	676 158	900	SC 250			
														9322	72308
****	000002 KENT FRONT DESK														
000063	AMERSON TAMMY	VA	11280	1512		17059									
			11280	6448	242	72733	4095		93383	5821 1351	11682	SC 5418			
														70201	DD 72309
						2707			2707	168 39					VCH
														2500	
000043	COOK CINDY L		10630	8000	612	84240	9666		93906	5822 1362	6480	SC 5420			
														74822	DD 72310
000036	GAINEY COLLEEN S	VA	12810	618		7917									
			12810	7342	124	94051	2382		104350	6470 1513	8047	SC 6151			
														82169	DD 72311
000029	GEIGER SHERRY	VA	12260	242		2967									
			12260	7718	136	94623	2501		100091	6077 1421	10801	SC 5287		27326	
														49179	72312
000010	MCNAIR AMBER N		10150	3936		39950				DEPT NBR 000007					
			10150	4000	400	40600	6090		86640	5372 1256	4241	SC 3685			
														72086	DD 72313
000013	MOONEYHAN REBECCA B		13720	8000	400	109760	8232		117992	7316 1711	10660	SC 5167		1619	
														91519	DD 72314
		T	13720			1950			1950	121 28					
														1801	DD 72315
000024	MYERS ASHLEY M		10000	8000	248	80000	3720		83720	5191 1214	5295	SC 4707			
														67313	DD 72316

5/13
Kim. Walters

0073-N173 KERSHAW ENT & FACIAL PLASTIC PERIOD END DATE 04/12/08 CHECK DATE 04/16/08 RUN DATE 04/14/08

SCENT 0818
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Plaintiffs' Ex 0304.033

40004 (R-6) Payrolls by Paychex, Inc.

0073-N173 KERSHAW ENT & FACIAL PLASTIC

PAYROLL JOURNAL

PAGE 9

EMP NBR	EMPLOYEE NAME	T Y P E	HOURS & EARNINGS RATE	REG	OT	REGULAR	OT	SCHED & OTHER	TOTAL	YTD GROSS	FEDERAL	STATE	LOCAL	SOCIAL SECURITY	MEDICARE	NET	CHK NBR
000052	RAYBON JENNY I	BN						1 220000	220000	13640 3190						2031306	VOID
		NS		800													
		VA		800													
						131774			191774	8170 1911	8689	SC 4893				3312	DD 72317
																104799	
000055	THOMAS JAMIE R					8000			8000	496 116						7388	72318
000051	WILSON CHERYL A	NS	12180	2312		28160											
			12180	5848	154	66793	2814		99767	6186 1447	9946	SC 4512				6384	DD 72319
																71292	
****	000003 KENT BILLING																
000012	FLETCHER MARY L	BN						1 220000	220000	13640 3196						2031470	VOID
						141066			141066	8821 2058	10708	SC 2500				2010	DD 72320
																107217	
000021	LOCKE DEBORAH	NS	16340	800		13072											
			16340	6606	18	107942	441		121455	7530 1761	13718	SC 6648				20000	DD 72321
																71798	
000014	MILES CONNIE	NS	10500	600		6300											
		VA	10500	200		2100											
			10500	7006		73563			81963	5082 1188	7275	SC 3391					DD 72322
																65027	
000035	SULLIVAN GABRIELLE H		12980	7280		94494			94494	5859 1370	9048	SC 4469				14174	DD 72323
																59574	
000016	YOUNG TAMMY		11090	6946		77031			77031	4776 1117	1934	SC 2451				66743	72324
****	000004 KENT AUDIOLOGY																
000053	LANGLEY ALISON	NS	11040	300		3312											
		VA	11040	700		7728											
			11040	5524		60995			72029	4466 1044	7804	SC 3880				1619	DD 72325
																53204	
000022	YINCENT ANGELA W	VA	11580	800		9264											
			11580	7624	336	88286	5837		103387	6410 1498	7902	SC 6083					DD 72326
																81493	

0073-N173 KERSHAW ENT & FACIAL PLASTIC PERIOD END DATE 04/12/08 CHECK DATE 04/16/08 RUN DATE 04/14/08

SCENT 0819
CONFIDENTIAL

40004 (R-9) Payrolls by Paychex, Inc.

0073-N173 KERSHAW ENT & FACIAL PLASTIC

PAYROLL JOURNAL

EMP NBR	EMPLOYEE NAME	T Y P E	HOURS RATE	HOURS REG	HOURS OT	EARNINGS REGULAR	EARNINGS OT	EARNINGS 1 OTHER 2 OTHER	EARNINGS TOTAL EARNINGS	SCHEDULED DED DED NBR	SCHEDULED FEDERAL	SCHEDULED STATE	SCHEDULED LOCAL	VOLUNTARY DEDUCTIONS & ORDERS AMOUNT	NET PAY	CHK NBR
000022	(CONTINUED)	T	11580			3900			3900	242 57		SC	78		3523	DD 72327
						10828			10828	671 157					10000	VCH
000045	WATTS HEATHER R		10000	3900		39000			39000	2418 566	1535	SC	851		33630	DD 72328
****	000005 CAROLINA COSMETICS															
000066	COVIL KIMBERLY		12000	1818		21816			21816	1353 316	1162	SC	642		18343	DD 155
000050	CROMPTON CASEY J					56875			56875	3526 825	5531	SC	2827		44166	DD 156
000046	SHAW DIXIE B					118847			118847	7369 1723	12808	SC	4846		91101	DD 157
****	000006 KENT MANAGAMENT															
000030	BAGNAL AMANDA	BN						1 180000	180000	11160 2610					166230	VCH
						152731			152731	9341 2184	7483	SC	4977	20095	108651	72329
000041	DYCE ORVILLE H	VA		4000		1000000			1000000	62000 14500	219128	SC	54674	59600	880098	72330
000048	GUNNLAUGSSON CHAD B					576923			576923	35769 8365	88683	SC	34815		409291	DD 72331
000059	MORGAN MADONNA N					222243			222243	13779 3223	32768	SC	12455		160008	DD 72332
000032	PUCHALSKI ROBERT					1000000			1000000	62000 14500	238796	SC	68846		615858	72333
000019	TETTERTON STEPHANIE J					800000			800000	49600 11600	206720	SC	54846		[redacted]	[redacted]
						222116			222116	13772 3210	35950	SC	13409	14071	141751	72334

SCENT 0821
CONFIDENTIAL

Plaintiffs' Ex 0304.035

40004 (R-9) *Payrolls by Paychex, Inc.*

0073-N173 KERSHAW ENT & FACIAL PLASTIC

PAYROLL JOURNAL

EMP NBR	EMPLOYEE NAME	T Y P E	HOURS: RATE	HOURS: REG	HOURS: OT	EARNINGS: REGULAR	EARNINGS: OT	EARNINGS: OTHER	EARNINGS: TOTAL	WITHHELD TAXES: SOC SEC / MEDICARE	WITHHELD TAXES: FEDERAL	WITHHELD TAXES: STATE	WITHHELD TAXES: LOCAL OCCUPATIONAL	VOLUNTARY DEDUCT. SAV & OTHER ADJUSTMENTS: REFER TO CODE/DESC FOR DETAIL	VOLUNTARY DEDUCT. SAV & OTHER ADJUSTMENTS: AMOUNT	NET PAY	CHK NBR
000007	WILLIAMS THERESA H					182337			182337	11305 2644	18200	SC 10889			26847	112452	DD 72335
						250000			250000	15500 3625						230875	VCH
*****	000007 ALLERGY																
000067	ANDERSON AMANDA		12000	8000	342	96000	6156		102156	6334 1481	12323	SC 5997				76021	DD 72336
000027	CLEMANS ANGELA S					121013			121013	7503 1755	8005	SC 4251			7251	92238	DD 72337
000037	REED LINDA E		15000	7836	236	117540	5310		122850	7617 1781	5779	SC 4991			10085	92597	DD 72338

PAYCHEX

	EARNINGS TYPE		HOURS	EARNINGS	OTHER EARNINGS	TOTAL EARNINGS	FICA	FEDERAL	STATE	LOCAL OCCUPATIONAL/SUI	TOTAL VOLUNTARY DEDUCTIONS & OTHER ADJUSTMENTS		NBR ENTRIES
TOTALS	REGULAR		189886	7410232	BONUS 1000000	8675038	SOC SEC 537280	1111033	410938		249217		60
	OVERTIME		5740	98593									
	VACATION	VA	11672	82999									
	HOLIDAY	HO	00	00	OTHER PAY 00		MEDICARE 125655						
	SICK/QUALIFIED	QS	00	00									
	SICK/NON-QUAL	NS	5612	61508									
	MISCELLANEOUS	MI	00	00									
	2ND CHK TRAVEL	T	00	21706									

TOTAL EARNINGS	8675038			
NET PAY	4581808			
VOUCHER NET	1659107			
TOTAL NET	6240915			

0073-N173 KERSHAW ENT & FACIAL PLASTIC PERIOD END DATE 04/12/08 CHECK DATE 04/16/08 RUN DATE 04/14/08

SCENT_0820
CONFIDENTIAL

4594

40004 (R-9) *Payrolls by Paychex, Inc.*

0073-N173 KERSHAW ENT & FACIAL PLASTIC

PAYROLL JOURNAL

EMP NBR	EMPLOYEE NAME	TYPE	RATE	HOURS REG	HOURS OT	EARNINGS REGULAR	EARNINGS OT	EARNINGS 1 BONUS 2 OTHER PAY	TOTAL EARNINGS	DOE DSC MED	WITHHOLDING TAXES FEDERAL	WITHHOLDING TAXES STATE	WITHHOLDING TAXES LOCAL OBL/SUI	VOLUNTARY DEDUCTIONS & OTHER ADJUSTMENTS REFER TO PAYROLL ADJUSTMENT JOURNAL FOR DETAIL	ADJUST CODE	NET PAY	CHK NBR
*****	000001 KENT NURSING																
000023	BROWN BRIDGET	BN						1 28125	28125	1744 408						25973	VCH
			13330	7942	112	105867	2240		108107	6703 1568	8610	SC 6414			1619	83193	DD 72339
000008	BROWN ROBYN S	BN						1 180000	180000	11160 2610						166230	VCH
						137097			137097	8500 1988	11969	SC 7981			8414	98245	DD 72340
000006	COLLINS STEPHANIE D	BN						1 28125	28125	1744 408						25973	VCH
		VA	13580	800		8146											
			13580	7430	06	100899	122		101169	6768 1583	12393	SC 6030			8159	74226	DD 72341
		MI	13580			3000			3000	186 44						2770	DD 72342
000065	FIELDS CHANEL	BN						1 11250	11250	698 163						10389	VCH
			10200	8000	30	81600	459		82059	6088 1190	1091	SC 2158			1619	70913	DD 72343
000025	JACKSON MELISSA	BN						1 11250	11250	698 163						10389	VCH
		VA	10150	800		8120											
			10150	7436	318	75475	4842		88437	5334 1247	5866	SC 3028			3899	69053	72344
000001	LEHR ASTELL L	BN						1 11250	11250	698 163						10389	VCH
			12000	8000	554	96000	9972		105972	6570 1937	155	SC 1274			2513	93923	DD 72345
000028	MILLS LAURA M	BN						1 28125	28125	1744 408						25973	VCH
		NS	12200	800		9760											
			12200	7242	130	88352	2379		100491	6230 1457	6016	SC 3323				83465	DD 72346

0073-N173 KERSHAW ENT & FACIAL PLASTIC PERIOD END DATE 04/26/08 CHECK DATE 04/30/08 RUN DATE 04/28/08

SCENT_0806
CONFIDENTIAL

Plaintiffs' Ex 0304.037

40004 (R-9) *Payrolls by Paychex, Inc.*

PAYROLL JOURNAL

0073-N173 KERSHAW ENT & FACIAL PLASTIC

EMP NBR	EMPLOYEE NAME	T Y P	HOURS RATE	HOURS NBR	HOURS OT	EARNINGS REGULAR	EARNINGS OT	EARNINGS BONUS	EARNINGS TOTAL	TAXABLE WAGES	WITHHOLDING TAXES FEDERAL	WITHHOLDING TAXES STATE	WITHHOLDING TAXES LOCAL	VOLUNTARY DEDUCTIONS & OTHER ARRANGEMENTS	NET PAY	CHK NBR
00028	(CONTINUED)	T	12200			5850			5850	363 85					5402	DD 72347
00026	MURPHY MORGAN E	BN						1 11250	11250	698 163					10389	VCH
			10250	7630	342	78208	5259		83467	5175 1210	7501	SC 3485		1494	64602	72348
00003	TOLBERT BUFFY A	BN						1 28125	28125	1744 408					25973	VCH
		NS	14240	800		11392										
			14240	7330	46	104379	1026		116797	7241 1694	12939	SC 6557		6500	81656	DD 72349
		T	14240			3900			3900	242 57					3601	DD 72350
00033	WALTERS KIMBERLY		10000	8000	118	80000	1770		81770	5070 1185	5600	SC 4570			65344	72351
****	000002 KENT FRONT DESK															
00063	AMERSON TAMMY	BN						1 12500	12500	775 181					11544	VCH
			11280	8000	524	90240	8867		99107	6145 1437	11866	SC 5784			73875	DD 72352
00043	COOK CINDY L	BN						1 5000	5000	310 73					4617	VCH
00036	GAINEY COLLEEN S	BN						1 5000	5000	310 73					4617	VCH
			12810	8000	318	102480	6111		108591	6733 1575	8683	SC 6448			85152	DD 72353
00029	GEIGER SHERRY	BN						1 5000	5000	310 73					4617	VCH
			12260	8000	142	98080	2612		100692	6114 1430	10886	SC 5326		27353	49573	72354
00013	MOONEYHAN REBECCA B	BN						1 12500	12500	775 181					11544	VCH

0073-N173 KERSHAW ENT & FACIAL PLASTIC PERIOD END DATE 04/26/08 CHECK DATE 04/30/08 RUN DATE 04/28/08

SCENT_0807
CONFIDENTIAL

4596

40004 (R-9) *Payrolls by Paychex, Inc.*

PAYROLL JOURNAL

0073-N173 KERSHAW ENT & FACIAL PLASTIC

EMP NBR	EMPLOYEE NAME	HOURS: T/C	RATE	REG	OT	EARNINGS: REGULAR	OT	1 HOURS	1 DOLLARS	TOTAL	SOC SEC TAXABLE	WITHHOLDING TAXES: FEDERAL	STATE	LOCAL	VOLUNTARY DEDUCTIONS & OTHER ADJUSTMENTS: REFER TO PAYROLL ADJUSTMENT JOURNAL FOR DETAIL	AMOUNT	NET PAY	CHK NBR
000013	(CONTINUED)		13720	8000	218	109760	4487			114247	7083 1657	10099	SC 4905			1619	88884	DD 72355
000024	MYERS ASHLEY M		10000	8000	330	80000	4950			84950	5267 1232	5418	SC 4793				68240	DD 72356
000052	RAYBON JENNY I	BN						1	180000	180000	11160 2610						166230	VCH
		NS VA		857 536														
						131774				131774	8170 1911	8689	SC 4893			3312	104799	DD 72357
000055	THOMAS JANIE R					10000				10000	620 145						9235	72358
000051	WILSON CHERYL A	BN						1	5000	5000	310 73						4617	VCH
			12180	8000	642	97440	11730			109170	6769 1583	11356	SC 5159			6384	77909	DD 72359
****	000003 KENT BILLING																	
000012	FLETCHER MARY L					180000				180000	11160 2610						166230	VCH
		VA		600														
						141066				141066	8621 2016	18702	SC 2500			2010	107217	DD 72360
000021	LOCKE DEBORAH	BN						1	5000	5000	310 73						4617	VCH
			16340	7954		129968				129968	8058 1885	14995	SC 7284			20000	77786	DD 72361
000014	MILES CONNIE		10500	7948	12	83454	189			83643	5186 1213	7527	SC 3496				66221	DD 72362
000035	SULLIVAN GABRIELLE H	BN						1	10000	10000	620 145						9235	VCH
			12980	7942	12	103087	234			103321	6406 1498	10173	SC 4994			15498	64752	DD 72363
000016	YOUNG TAMMY	BN						1	30000	30000	1860 435						27705	VCH

0073-N173 KERSHAW ENT & FACIAL PLASTIC PERIOD END DATE 04/26/08 CHECK DATE 04/30/08 RUN DATE 04/28/08

SCENT 0808
CONFIDENTIAL

Plaintiffs' Ex 0304.039

40004 (R-9) *Payrolls by Paychex, Inc.*

PAYROLL JOURNAL

0073-N173 KERSHAW ENT & FACIAL PLASTIC

EMP NBR	EMPLOYEE NAME	T	RATE	HOURS	OT	AMOUNT	OT	BONUS	TOTAL	YTD AMT	FEDERAL	STATE	LOCAL OR CITY	NET PAY	CHK NBR
000016	(CONTINUED)	NS	11090	600		6654									
		VA	11090	300		3327									
			11090	6830	230	75745	3827		89553	5552	3186	SC	3250		
										1299				76266	72364
****	000004 KENT AUDIOLOGY														
000053	LANGLEY ALISON		11040	3900		43056			43056	2669	3458	SC	1850		
										624				1619	
														32826	72365
000022	VINCENT ANGELA W	NS	11580	100		1158									
			11580	7912	154	91621	2675		95454	5918	6712	SC	5528		
										1384					DD
														75912	72366
		MI	11580			20312			20312	1259					DD
										295				18758	72367
		T	11580			5850			5850	363					DD
										85				5402	72368
000045	WATTS HEATHER R		10000	7942	254	79420	3810		83230	5160	7555	SC	3470		DD
										1207				65928	72369
****	000005 CAROLINA COSMETICS														
000050	CROMPTON CASEY J					100000			100000	6200	12000	SC	5846		
										1450					DD
														74504	158
000046	SHAW DIXIE B					118847			118847	7369	12808	SC	5846	1619	
										1723					DD
														89482	159
****	000008 KENT MANAGAMENT														
000030	BAGNAL AMANDA					152731			152731	9341	7483	SC	4977		
										2184				20095	
														108651	72370
000041	DYCE ORVILLE H	VA		1600		1000000			1000000	62000	219128	SC	64674		
										14900				59600	
														580098	72371
000048	GUNNLAUGSSON CHAD B	VA		600		576923			576923	35769	88683	SC	34815		
										8365					DD
														409291	72372
000059	MORGAN MADONNA M	BN						1 338562	338562	20991					VCH
										4909				312662	

0073-N173 KERSHAW ENT & FACIAL PLASTIC PERIOD END DATE 04/26/08 CHECK DATE 04/30/08 RUN DATE 04/28/08

SCENT_0809
CONFIDENTIAL

40004 (R-9) Payrolls by Paychex, Inc.

PAYROLL JOURNAL

0073-N173 KERSHAW ENT & FACIAL PLASTIC PAGE 5

EMP NUM	EMPLOYEE NAME	Y	HRS/EARN CD	RATE	QT	REGULAR	OT	T	BONUS	TOTAL	FED	FICA	STATE	LOCAL	ADJUSTMENTS	NET PAY	CHK NBR
000059	(CONTINUED)					222243				222243	13779 3223	32758	SC 12465			160008	DD 72373
000032	PUCHALSKI ROBERT					1000000				1000000	62000 14500	238796	SC 68846			615858	72374
000011	RILEY JR CHARLIE F					118125				118125	7324 1713	24719	SC 7115			77254	DD 72375
000019	TETTERTON STEPHANIE J					-800000				-800000	-49600 -11600	-206720	SC -54846			-477234	AVH
						222116				222116	13725 3210	35950	SC 13409		14071	141751	72376
000007	WILLIAMS THERESA H					182337				182337	11305 2644	18200	SC 10889		26847	112452	DD 72377
****	000007 ALLERGY																
000067	ANDERSON AMANDA	BN						1	38080	30000	1860 435					27705	VCH
			12000	8000	224	96000	4032			100032	6202 1450	12009	SC 5848			74527	DD 72378
000027	CLEMANS ANGELA S	BN						1	559503	559503	34689 8113					516701	VCH
						121013				121013	7503 1755	8008	SC 4251		7251	92238	DD 72379
000037	REED LINDA E	BN						1	14760	14760	915 214					13631	VCH
		NS	15000	320		4800											
		VA	15000	740		11100											
			15000	6900	12	103500	270			119670	7420 1735	5480	SC 4782		9894	90359	DD 72380

0073-N173 KERSHAW ENT & FACIAL PLASTIC PERIOD END DATE 04/26/08 CHECK DATE 04/30/08 RUN DATE 04/28/08

SCENT 0810
CONFIDENTIAL

40004 (R-9) *Payrolls by Paychex, Inc.*

PAYROLL JOURNAL

0073-N173 KERSHAW ENT & FACIAL PLASTIC

	EARNINGS TYPE		HOURS	EARNINGS	OTHER EARNINGS	TOTAL EARNINGS	FICA	FEDERAL	STATE	LOCAL DBL/SUI	TOTAL VOLUNTARY DEDUCTIONS & OTHER ADJUSTMENTS		NBR ENTRIES
TOTALS	REGULAR		182338	5808903	BONUS	7544462	SOC SEC	720660	303407			251419	59
	OVERTIME		4730	81863	1550329		467183						
	VACATION	VA	5976	30695									
	HOLIDAY	HO	00	00	OTHER PAY		MEDICARE						
	SICK/QUALIFIED	QS	00	00	00		109266				TOTAL EARNINGS		7544462
	SICK/NON-QUAL	NS	3477	33764							NET PAY		4571611
	MISCELLANEOUS	MI	00	23312							VOUCHER NET		1120716
	2ND CHK TRAVEL	T	00	15600							TOTAL NET		5692327

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0073-N173 KERSHAW ENT & FACIAL PLASTIC PERIOD END DATE 04/26/08 CHECK DATE 04/30/08 RUN DATE 04/28/08

SCENT 0811
CONFIDENTIAL

4600

40004 (R-9) *Payrolls by Paychex, Inc.*

PAYROLL JOURNAL

0073-N173 KERSHAW ENT & FACIAL PLASTIC

EMP NBR	EMPLOYEE NAME	Y/A	RATE	REG	OT	REGULAR	OT	1 BONUS 2 SALARY	TOTAL GROSS	SOC SEC MED	FEDERAL	STATE	LOCAL						NET PAY	CHK NBR
*****	000001 KENT NURSING																			
000023	BROWN BRIDGET		13330	7836		104454			104454	6476 1515	8062	SC 6158						1619	80624	DD 72384
		T	13330			3900			3900	242 57		SC 78							3523	DD 72385
000008	BROWN ROBYN S					137097			137097	8500 1988	11969	SC 7981						8414	98245	DD 72386
000006	COLLINS STEPHANIE D	VA	13580	1600		21728														
			13580	6412	30	87075	811		109414	6784 1587	12427	SC 6046						8184	74386	DD 72387
		MI	13580			6000			6000	372 87		SC 120							5421	DD 72388
		T	13580			1950			1950	121 28		SC 39							1762	DD 72389
000065	FIELDS CHANEL	NS	10200	800		8160														
			10200	7412	06	75502	92		83854	5199 1216	1170	SC 2271						1619	72279	DD 72390
000025	JACKSON MELISSA		10150	8000	512	81200	7796		88996	5369 1256	5950	SC 3053						3899	69459	72391
000001	LEHR ASTELL L	VA	12000	2400		28800														
			12000	5900	306	70800	5508		105108	6517 1524	69	SC 1222						2513	93263	DD 72392
000028	MILLS LAURA M	NS	12200	430		5246														
			12200	7542	36	92012	659		97917	6071 1420	5630	SC 3157							81639	DD 72393
		T	12200			3900			3900	242 57									3601	DD 72394
000026	MURPHY MORGAN E	VA	10250	800		8200														
			10250	7342	300	75256	4613		88069	5460 1277	8191	SC 3775						1494	67872	72395
000003	TOLBERT BUFFY A	VA	14240	800		11392														
			14240	7054		100449			111841	6934 1622	12195	SC 6220						6500	78370	DD 72396
		T	14240			3900			3900	242 57	000 SHRTG**	SC 000 SHRTG**						3601		72397

0073-N173 KERSHAW ENT & FACIAL PLASTIC PERIOD END DATE 05/10/08 CHECK DATE 05/14/08 RUN DATE 05/12/08

SCENT_0788
CONFIDENTIAL

Plaintiffs' Ex 0304.043

4601

40004 (R-9) *Payrolls by Paychex, Inc.*

PAYROLL JOURNAL

0073-N173 KERSHAW ENT & FACIAL PLASTIC

EMP NBR	EMPLOYEE NAME	TY	RATE	HOURS REG	HOURS OT	EARNINGS REGULAR	EARNINGS OT	EARNINGS 3	TOTAL	SOC SEC	FEDERAL	STATE	LOCAL	VOLUNTARY DEDUCTIONS & OTHER ADJUSTMENTS	NET PAY	DEPT AREA
100033	WALTERS KIMBERLY		10000	8000	200	80000	3000		83000	5146 1204	5723	SC	4656		66271	72398
****	000002 KENT FRONT DESK															
00018	ALMARODE RHONDA		11000	8000		88000			88000	5456 1276	4377	SC	3771		73120	DD 72399
00063	AMERSON TAMMY	VA	11280	530		5978										
			11280	7430	118	83810	1997		91785	5691 1331	10768	SC	5271		68724	DD 72400
00043	COOK CINDY L	VA	10530	18		190										
			10530	7942	30	83629	474		84293	5226 1222	5352	SC	4747		67746	DD 72401
00036	GAINEY COLLEEN S	BN						1 30000	30000	1860 435					27705	VCH
		VA	12810	518		6636										
			12810	7442	218	95332	4190		106158	6582 1539	8316	SC	6277		83442	DD 72402
00029	GEIGER SHERRY	VA	12260	1236		15153										
			12260	6724		82436			97589	5922 1385	10449	SC	5122	27176	47535	72403
00013	MOONEYHAN REBECCA B		13720	8000	306	109760	6297		116057	7196 1683	10370	SC	5032	1619	90157	DD 72404
00024	MYERS ASHLEY M		10000	7948	06	79480	90		79570	4933 1154	4880	SC	4416		64187	DD 72405
00052	RAYBON JENNY I					131774			131774	8170 1911	8689	SC	4893	3312	104799	DD 72406
00055	THOMAS JANIE R					10000			10000	620 145					9235	72407
00051	WILSON CHERYL A		12180	8000	324	97440	5919		103359	6408 1499	10485	SC	4752	6384	73821	DD 72408
****	000003 KENT BILLING															
00012	FLETCHER MARY L					141066			141066	8621 2016	18702	SC	2500	2010	107217	DD 72409

SCENT_0789
CONFIDENTIAL

Plaintiffs' Ex 0304.044

4602

40004 (R-9) *Payrolls by Paychex, Inc.*

PAYROLL JOURNAL

0073-N173 KERSHAW ENT & FACIAL PLASTIC

EMP NBR	EMPLOYEE NAME	T	RATE	REG	OT	REGULAR	OT	T DOLLARS	TOTAL	FED WITH	FEDERAL	STATE	LOCAL					NET PAY	CHK NBR
00021	LOCKE	VA	16340	1100		17974													
	DEBORAH		16340	6900	06	112746	147		130867	8114	15130	SC	7307				20000		
										1898								78418	72410
00014	MILES		10500	7200		75600			75600	4687	6321	SC	2990						
	CONNIE									1096								60506	72411
00035	SULLIVAN	BN						1 30000	30000	1860									
	GABRIELLE H									435								27705	YCH
		NS	12980	800		10384													
			12980	7218		93690			104074	6453	10269	SC	5089				15611		
										1509								65193	72412
00016	YOUNG		11090	7954	06	88210	101		88311	5475	3062	SC	3171						
	TAMMY									1281								75322	72413
****	000004 KENT AUDIOLOGY																		
00053	LANGLEY	T	11040			3900			3900	242		SC	78						
	ALISON									57								3523	72414
00059	MORGAN					222243			222243	13779	32768	SC	12465						
	MADONNA N									3223								160008	72415
00022	VINCENT		11580	8000	724	92640	12576		105216	6523	8177	SC	6211						
	ANGELA W									1526								82779	72416
		T	11580			6800			6800	422		SC	196						
										99								6143	72417
00045	WATTS		10000	7900	148	79000	2220		81220	5036	7164	SC	3344						
	HEATHER R									1178								64498	72418
****	000005 CAROLINA COSMETICS																		
00050	CROMPTON					100000			100000	6200	12000	SC	5846						
	CASEY J									1450								74504	160
00046	SHAW					118847			118847	7369	12808	SC	5846				1619		
	DIXIE B									1723								89432	161
		BN						1 122300	122300	7583									
										1773								112944	162
****	000006 KENT MANAGAMENT																		

SCENT_0790
CONFIDENTIAL

Plaintiffs' Ex 0304.045

40004 (R-9) Payrolls by Paychex, Inc.

PAYROLL JOURNAL

0073-N173 KERSHAW ENT & FACIAL PLASTIC

EMP NBR	EMPLOYEE NAME	T Y P	HOURS RATE	HOURS REG	HOURS OT	EARNINGS REGULAR	EARNINGS OT	EARNINGS OTHER	TOTAL	YTD GRS WAGES	FEDERAL	STATE	LOCAL	VOLUNTARY DEDUCTIONS & OTHER COMPENSATION	NET AMOUNT	CHK NBR
000041	DYCE ORVILLE H			1000000					1000000	62000 14500	219128	SC 64674			59600 580098	72419
000048	GUNNLAUGSSON CHAD B	VA	1200	576923					576923	35769 8365	88683	SC 34815			409291	DD 72420
000032	PUCHALSKI ROBERT			1000000					1000000	62000 14500	238796	SC 68846			615858	72421
000019	TETTERTON STEPHANIE J	BN				1 600000			600000	37200 8700	132659	SC 38326		JOY	36000 347115	VCH
				222116					222116	13725 3210	35950	SC 13409			14071 141751	72422
****	000007 ALLERGY															
000067	ANDERSON AMANDA	NS	12000 12000	200 7836	118	2400 94032	2124		98556	6120 1428	11783	SC 6745			73489	DD 72423
000027	CLEMANS ANGELA S			121013					121013	7503 1755	8006	SC 4251			7261 92238	DD 72424
000010	MCNAIR AMBER M		10150	7912		80307			80307	4979 1164	3608	SC 3286			1619 65651	DD 72425
000037	REED LINDA E	VA	15000 15000	1600 6648		24000 99720			123720	7671 1796	5860	SC 5049			10137 93209	DD 72426
****	000008 ADMINISTRATIVE															
000030	BAGNAL AMANDA	NS		200		152731			152731	9341 2184	7483	SC 4977			20095 108651	72427
000007	WILLIAMS THERESA H	VA		400		182337			182337	11305 2644	18200	SC 10889			26847 112452	DD 72428
		BN					1 325000		325000	20150 4713					300137	VCH

0073-N173 KERSHAW ENT & FACIAL PLASTIC PERIOD END DATE 05/10/08 CHECK DATE 05/14/08 RUN DATE 05/12/08

SCENT_0791
CONFIDENTIAL

40004 (R-6) *Payrolls by Paychex, Inc.*

PAYROLL JOURNAL

0073-N173 KERSHAW ENT & FACIAL PLASTIC

	EARNINGS TYPE		HOURS	EARNINGS	OTHER EARNINGS	TOTAL EARNINGS	FICA	FEDERAL	STATE	LOCAL DBL/SUI	TOTAL VOLUNTARY DEDUCTIONS & OTHER ADJUSTMENTS		NBR ENTRIES
TOTALS	REGULAR		194352	6418827	BONUS	7781132	SOC SEC	1041730	398277			291204	52
	OVERTIME		3394	58414	1107300		481856						
	VACATION	VA	12202	140051									
	HOLIDAY	HO	00	00	OTHER PAY		MEDICARE						
	SICK/QUALIFIED	QS	00	00	00		112697						
	SICK/NON-QUAL	NS	2430	26190									
	MISCELLANEOUS	MI	00	6000									
	2ND CHK TRAVEL	T	00	24350									

TOTAL EARNINGS		7781132
NET PAY		4752706
VOUCHER NET		702662
TOTAL NET		5455368

0073-N173 KERSHAW ENT & FACIAL PLASTIC PERIOD END DATE 05/10/08 CHECK DATE 05/14/08 RUN DATE 05/12/08

SCENT_0792
CONFIDENTIAL

40004 (R-8) *Payrolls by Paychex, Inc.*

PAYROLL JOURNAL

0073-N173 KERSHAW ENT & FACIAL PLASTIC

EMP NBR	EMPLOYEE NAME	ST	RATE	HRS	OT HRS	REGULAR	OT	1. BONUS 2. OTHER PAY	TOTAL GROSS	SOC SEC MED	FEDERAL	STATE	LOCAL OR/SUI	401K	ERN	DED
****	000001 KENT NURSING															
000023	BROWN BRIDGET	VA	13330	800		10664									1619	DD 72430
			13330	7248	36	96616	720		108000	6696 1566	8594	SC 6406			83119	
000008	BROWN ROBYN S					137097			137097	8500 1988	11969	SC 7981			8414 98245	DD 72431
000006	COLLINS STEPHANIE D		13580	7906		107363			107363	6657 1557	12138	SC 5911			8051 73039	DD 72432
000065	FIELDS CHANEL		10200	8012	254	81722	3887		85609	5308 1241	1446	SC 2382			1619 73613	DD 72433
000025	JACKSON MELISSA	NS	10150	1520		15428										
		VA	10150	1520		15428										
			10150	4000	206	40600	3137		74593	4476 1047	3790	SC 2156			3899 59225	DD 72434
000001	LEHR ASTELL L		12000	7948	330	95376	5330		101316	6282 1469		SC 1008			2513 90044	DD 72435
000028	MILLS LAURA M		12200	7412		90426			90426	5606 1311	4506	SC 2695			76318	DD 72436
		T	12200			3900			3900	242 57					3601	DD 72437
000026	MURPHY MORGAN E	NS	10250	829		8497										
		VA	10250	731		7493										
			10250	6500	148	66625	2276		84891	5263 1231	7714	SC 3575			1494 65614	72438
000003	TOLBERT BUFFY A		14240	8306	24	118277	513		118790	7368 1722	13238	SC 6706			6500 83259	DD 72439
		T	14240			4550			4550	282 66					4202	DD 72440
000033	WALTERS KIMBERLY		10000	8106	436	81060	6540		87600	5431 1270	6183	SC 4978			69738	72441
****	000002 KENT FRONT DESK															
000018	ALMARODE RHONDA		11000	8100	330	89100	5445		94545	5862 1371	5031	SC 4183			78098	DD 72442

0073-N173 KERSHAW ENT & FACIAL PLASTIC PERIOD END DATE 05/24/08 CHECK DATE 05/28/08 RUN DATE 05/23/08

SCENT_0782
CONFIDENTIAL

4606

40004 (R-9) *Payrolls by Paychex, Inc.*

PAYROLL JOURNAL

0073-N173 KERSHAW ENT & FACIAL PLASTIC

EMP NBR	EMPLOYEE NAME	TYPE	HOURS RATE	HOURS REG	HOURS OT	EARNINGS REGULAR	EARNINGS OT	1 BONUS 2 OTHER PAY	TOTAL EARNINGS	WITHHOLDING TAXES SOC SEC MED.	WITHHOLDING TAXES FEDERAL	WITHHOLDING TAXES STATE	WITHHOLDING TAXES LOCAL DIS/EDU	VOLUNTARY DEDUCTIONS & POST ADJUSTMENTS REFER TO PAYROLL ADJUSTMENT JOURNAL FOR DETAIL	GARNISH AMOUNT	NET PAY	CHK NUM
00063	AMERSON	VA	11280	636		7174											
	TAMMY		11280	7324	330	82615	5583		95372	5913 1383	11306	SC 5522			1619	69629	DD 72443
00043	COOK		10530	8224	06	86599	95		86694	5375	5992	SC 4915					
	CINDY L									1257						69555	DD 72444
00036	GAINEY	VA	12810	454		5816											
	COLLEEN S		12810	7466		95639			101455	6290 1471	7613	SC 5948				80133	DD 72445
00029	GEIGER		12260	8012	106	98227	1950		100177	6082	10813	SC 5292			27332		
	SHERRY									1422						✓ 49236	72446
00013	MOONEYHAN	VA	13720	4112		56417											
	REBECCA B		13720	8000	200	109760	4116		170293	10558 2469	19781	SC 8828			1619	127038	DD 72447
00024	MYERS		10000	7942		79420			79420	4924 1151	4665	SC 1405					
	ASHLEY M															64073	DD 72448
00052	RAYBON					131774			131774	8170 1911	8689	SC 4893			3312		
	JENNY I															104799	DD 72449
00055	THOMAS					10000			10000	620 145							
	JANIE R															✓ 9235	72450
00051	WILSON		12180	8236	300	100314	5481		105795	6559 1534	10850	SC 4933			6384		
	CHERYL A															75535	DD 72451
*****	000003 KENT BILLING																
00012	FLETCHER	NS		800													
	MARY L					141066			141066	8621 2016	18702	SC 2500			2010	107217	DD 72452
00021	LOCKE		16340	7900		129086			129086	8003 1872	14863	SC 7182			20000		
	DEBORAH															77166	DD 72453
00014	MILES		10500	7954	06	83517	95		83612	5184 1212	7523	SC 3494					
	CONNIE															66199	DD 72454
00035	SULLIVAN	VA	12980	600		10384											
	GABRIELLE H		12980	7218	06	93690	117		104191	6460 1511	10284	SC 5046			15629		
																65261	DD 72455
00016	YOUNG		11090	7930		87944			87944	5453 1275	3029	SC 3148					
	TAMMY															✓ 75043	72456

SCENT 0783
CONFIDENTIAL

Plaintiffs' Ex 0304.049

40004 (R-9) *Payrolls by Paychex, Inc.*

PAYROLL JOURNAL

0073-N173 KERSHAW ENT & FACIAL PLASTIC

EMP NBR	EMPLOYEE NAME	TYPE	HOURS RATE	HOURS REG	HOURS OT	EARNINGS REGULAR	EARNINGS OT	EARNINGS 1 BONUS 2 OTHER PAY	TOTAL EARNINGS	WITHHOLDING TAXES SOC SEC MED.	WITHHOLDING TAXES FEDERAL	WITHHOLDING TAXES STATE	WITHHOLDING TAXES LOCAL OBL/DUE	VOLUNTARY DEDUCTIONS & OTHER ADJUSTMENTS REFER TO PAYROLL ADJUSTMENT JOURNAL FOR DETAIL	NET PAY	CHK NBR
****	000004 KENT AUDIOLOGY															
000059	MORGAN MADONNA N					222243			222243	13779 3223	32768	SC 12455			160008	DD 72457
000022	VINCENT ANGELA H		11580	8212	124	95095	2154		97249	6029 1410	6982	SC 5654			77174	DD 72458
		T	11580			5850			5850	363 85					5402	DD 72459
000045	WATTS HEATHER R		10000	7854	36	78540	540		79080	4903 1147	6843	SC 3209			62978	DD 72460
****	000005 CAROLINA COSMETICS															
000050	CROMPTON CASEY J					100000			100000	6200 1450	12000	SC 5846			74504	DD 163
000046	SHAW DIXIE B					118847			118847	7369 1723	12808	SC 5846		1619	89482	DD 164
****	000006 KENT MANAGAMENT															
000041	DYCE ORVILLE H					1000000			1000000	12400 14500	219128	SC 64674		59600	✓629698	72461
000048	GUNNLAUGSSON CHAD B					576923			576923	35769 8365	88683	SC 34815			409291	DD 72462
000032	PUCHALSKI ROBERT					1000000			1000000	12400 14500	238796	SC 68846			✓665458	72463
000019	TETTERTON STEPHANIE J					222116			222116	13725 3210	35950	SC 13409		14071	✓141751	72464
****	000007 ALLERGY															
000067	ANDERSON AMANDA		12000	8118	54	97416	972		98388	6100 1427	11758	SC 5783		1619	71751	DD 72465
000027	CLEMANS ANGELA S	VA		1600		121013			121013	7503 1755	8005	SC 4251		7251	92238	DD 72466
000010	MCNAIR AMBER M		10150	8036		81565			81565	5057 1183	3733	SC 3356		1619	66607	DD 72467

0073-N173 KERSHAW ENT & FACIAL PLASTIC PERIOD END DATE 05/24/08 CHECK DATE 05/28/08 RUN DATE 05/23/08

SCENT 0784
CONFIDENTIAL

40004 (R-9) *Payrolls by Paychex, Inc.*

PAYROLL JOURNAL

0073-N173 KERSHAW ENT & FACIAL PLASTIC

EMP NBR	EMPLOYEE NAME	TYPE	RATE	REG	OT	REGULAR	OT	OTHER EARNINGS	TOTAL EARNINGS	FICA SOC SEC MED	FEDERAL	STATE	LOCAL DBL/SUI	TOTAL VOLUNTARY DEDUCTIONS & OTHER ADJUSTMENTS	NET PAY	CHK NBR
000037	REED LINDA E		15000	8000	24	120000	540		120540	7475 1748	5562	SC 4839		9946	90972	DD 72468
****	000008 ADMINISTRATIVE															
000030	BAGNAL AMANDA					152731			152731	9341 2184	7483	SC 4977		20095	108651	72469
000007	WILLIAMS THERESA H	VA		2400		182337			182337	11305 2644	18200	SC 10889		26847	112452	DD 72470

	EARNINGS TYPE		HOURS	EARNINGS	OTHER EARNINGS	TOTAL EARNINGS	FICA	FEDERAL	STATE	LOCAL DBL/SUI	TOTAL VOLUNTARY DEDUCTIONS & OTHER ADJUSTMENTS	NBR ENTRIES
TOTALS	REGULAR		199964	6502739	BONUS	6704441	SOC SEC 315898	917214	362897		254701	43
	OVERTIME		2956	50101	00							
	VACATION	VA	13053	113376			MEDICARE 97080				TOTAL EARNINGS	6704441
	HOLIDAY	HO	00	00	OTHER PAY						NET PAY	4756651
	SICK/QUALIFIED	QS	00	00	00						VOUCHER NET	
	SICK/NON-QUAL	NS	3149	23925							TOTAL NET	4756651
	MISCELLANEOUS	MI	00	00								
	2ND CHK TRAVEL	T	00	14300								

0073-N173 KERSHAW ENT & FACIAL PLASTIC PERIOD END DATE 05/24/08 CHECK DATE 05/28/08 RUN DATE 05/23/08

SCENT 0785
CONFIDENTIAL

4609

40004 (R-9) *Payrolls by Paychex, Inc.*

PAYROLL JOURNAL

0073-N173 KERSHAW ENT & FACIAL PLASTIC

EMP NBR	EMPLOYEE NAME	TYPE	RATE	HRS	OT	REGULAR	OT	1 BONUS 2 OTHER PAY	TOTAL EARNINGS	SOC SEC MED	FEDERAL	STATE	LOCAL DBL/SUI	NUMBER 20 PAYROLL ASSIGNMENT JOURNAL FOR DETAIL	NET PAY	CHK NBR
****	000006 KENT MANAGAMENT															
00041	DYCE ORVILLE H							1 150000	150000	2175					147825	72516
00048	GUNNLAUGSSON CHAD B					788411			788411	48881 11432	146878	SC 49620			531600	DD 72517
00032	PUCHALSKI ROBERT							1 150000	150000	2175					147825	VCH 72518

PAYCHEX

	EARNINGS TYPE		HOURS	EARNINGS	OTHER EARNINGS	TOTAL EARNINGS	FICA	FEDERAL	STATE	LOCAL DBL/SUI	TOTAL VOLUNTARY DEDUCTIONS & OTHER ADJUSTMENTS	NBR ENTRIES
TOTALS	REGULAR		00	788411	BONUS 300000	1088411	SOC SEC 48881	146878	49620			3
	OVERTIME		00	00								
	VACATION	VA	00	00								
	HOLIDAY	HO	00	00	OTHER PAY		MEDICARE					
	SICK/QUALIFIED	QS	00	00	00		15782				TOTAL EARNINGS	1088411
	SICK/NON-QUAL	NS	00	00							NET PAY	827250
	MISCELLANEOUS	MI	00	00							VOUCHER NET	
											TOTAL NET	827250

0073-N173 KERSHAW ENT & FACIAL PLASTIC PERIOD END DATE 06/07/08 CHECK DATE 06/13/08 RUN DATE 06/11/08

SCENT 0773
CONFIDENTIAL

Plaintiffs' Ex 0304.052

4610

40004 (R-9) *Payrolls by Paychex, Inc.*

PAYROLL JOURNAL

0073-N173 KERSHAW ENT & FACIAL PLASTIC

| EMP NBR | EMPLOYEE NAME | V/A | RATE | REG | OT | REGULAR | OT | 3 BONUS 2- OTHER | TOTAL | SUB SEC CAT | FEDERAL | STATE | | |

4611

40004 (R-9) *Payrolls by Paychex, Inc.*

PAYROLL JOURNAL

0073-N173 KERSHAW ENT & FACIAL PLASTIC PAGE 2

EMP NBR	EMPLOYEE NAME	T Y	RATE	HOURS REG	HOURS OT	EARNINGS REGULAR	EARNINGS OT	EARNINGS 1 HOURS	EARNINGS TOTAL	WITHHOLDING TAXES SOC SEC	WITHHOLDING TAXES FEDERAL	WITHHOLDING TAXES STATE	WITHHOLDING TAXES OTHER	VOLUNTARY DEDUCTIONS & NET DISTRIBUTIONS	NET	CHK NBR
00003	TOLBERT BUFFY A	HO	14240	800		11392										
		VA	14240	4000		56950										
			14240	3336	312	47505	6665		122522	7596	13798	SC	6958	6500		DD
										1777					85883	72482
00033	WALTERS KIMBERLY		10000	731B	418	73180	6270		79450	4928	5368	SC	4408			
										1152					✓63596	72483
****	000002 KENT FRONT DESK															
00063	AMERSON TAMMY	HO	11280	800		9024										
			11280	7606	200	85796	3384		98204	6089	11731	SC	5720	1619		DD
										1424					71621	72484
00043	COOK CINDY L	HO	10530	800		8424										
		VA	10530	1130		11899										
			10530	5806	136	61137	2148		83606	5184	9284	SC	4699			DD
										1212					67229	72485
00036	GAINEY COLLEEN S	HO	12810	800		10248										
			12810	7612	200	97510	3843		111601	6918	9734	SC	6858			DD
										1618					87272	72486
		T	12810			1950			1950	121						DD
										28					1601	72487
00029	GEIGER SHERRY	HO	12260	800		9808										
			12260	7512	42	92097	773		102678	6237	11166	SC	5467	27482		
										1459					✓50677	72488
00024	MYERS ASHLEY M		10000	6536	130	65360	1950		67310	4173	3554	SC	3558			DD
										976					54949	72489
		T	10000			9750			9750	605						DD
										141					9004	72490
00052	RAYBON JENNY I	HO		800		131774			131774	8170	8689	SC	4893	3312		DD
										1911					104799	72491
00055	THOMAS JANIE R					10000			10000	620						
										145					✓ 9235	72492
00051	WILSON CHERYL A	HO	12180	800		9744										
			12180	7130	818	86843	14945		111532	6915	11711	SC	5384	6384		DD
										1617					79571	72493
****	000003 KENT BILLING															

0073-N173 KERSHAW ENT & FACIAL PLASTIC PERIOD END DATE 06/07/08 CHECK DATE 06/11/08 RUN DATE 06/09/08

SCENT_0776
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Plaintiffs' Ex 0304.054

40004 (R-9) *Payrolls by Paychex, Inc.*

PAYROLL JOURNAL

0073-N173 KERSHAW ENT & FACIAL PLASTIC

EMP NBR	EMPLOYEE NAME	T	HOURS	REG	OT	EARNINGS REGULAR	QTY	1 USE/DU	TOTAL	WITHHOLDING TAXES FED/OASDI	FED	STATE	LOCAL	VOLUNTARY DEDUCTIONS & OTHER ADJUSTMENTS	NET PAY	CHK NBR
00012	FLETCHER	HO		800												
	MARY L	VA		3600												
						141066			141066	8821	18702	SC 2500		2010		DD
										2016					107217	72494
00021	LOCKE	HO	16340	800		13072										
	DEBORAH	VA	16340	3200		52288										
			16340	3954		64608			129968	8058	14995	SC 7244		20000		DD
										1885					77786	72495
00014	MILES	HO	10500	800		8400										
	CONNIE	NS	10500	200		2100										
			10500	7024		73752			84252	5224	7619	SC 3585				DD
										1222					66652	72496
00035	SULLIVAN	HO	12980	800		10384										
	GABRIELLE H.		12980	7142		92703			103087	6391	10144	SC 4980		15463		DD
										1495					64614	72497
00016	YOUNG	HO	11090	800		8672										
	TAMMY		11090	7148	42	79271	699		88842	5508	3115	SC 3205				
										1288					✓75726	72498
****	000004 KENT AUDIOLOGY															
00059	MORGAN	HO		800												
	MADONNA N					222243			222243	13779	32768	SC 12455				DD
										3223					160008	72499
00022	VINCENT	HO	11580	800		9264										
	ANGELA W	NS	11580	800		9264										
			11580	6236	454	72213	7886		98627	6115	7188	SC 5750				
										1430					78144	DD 72500
		T	11580			3900			3900	242						
										57					3601	DD 72501
00045	WATTS		10000	6324		63240			63240	3921	4467	SC 2211				
	HEATHER R									917					51724	DD 72502
****	000005 CAROLINA COSMETICS															
00050	CROMPTON	HO		800												
	CASEY J					100000			100000	6200	12000	SC 5846				DD
										1450					74504	165

0073-N173 KERSHAW ENT & FACIAL PLASTIC PERIOD END DATE 06/07/08 CHECK DATE 06/11/08 RUN DATE 06/09/08

SCENT 0777
CONFIDENTIAL

40004 (R-9) *Payrolls by Paychex, Inc.*

PAYROLL JOURNAL

0073-N173 KERSHAW ENT & FACIAL PLASTIC

EMP NUM	EMPLOYEE NAME	T	HOURS REG	HOURS OT	EARNINGS REGULAR	EARNINGS OT	EARNINGS	DEDUCTIONS	DEDUCTIONS	DEDUCTIONS	TAXES	TAXES	TAXES	NET PAY	CHK NUM
00046	SHAW DIXIE B	HO	600		118847		118847	7369 1723	12608	SC	5846	1619		89482	DD 166
****	000008 KENT MANAGAMENT														
00041	DYCE ORVILLE H	HO	600		1000000		1000000	14500	219128	SC	64674	59600		642098	72503
00048	GUNNLAUGSSON CHAD B	HO	600		576923		576923	35769 8365	88683	SC	34815			409291	DD 72504
00032	PUCHALSKI ROBERT	HO	600		1000000		1000000	14898	238796	SC	68886			677858	72505
00011	RILEY JR CHARLIE F				35000		35000	2170 508	12461	SC	1881			18510	DD 72506
00019	TETTERTON STEPHANIE J	HO	600		222116		222116	13725 3210	35950	SC	13409	14071		141751	72507
					800000		800000	49554 11589	190635	SC	51434	48000		448788	VCH
****	000007 ALLERGY														
00067	ANDERSON AMANDA	HO	12000 12000	600 7206	9600 85472	312	5616	101688	6305 1474	12253	SC	5954	1619		DD 74073 72508
00027	CLEMANS ANGELA S	HO		600	121013		121013	7503 1755	8009	SC	4251	7251		92238	DD 72509
00010	MCNAIR AMBER M	HO	10150 10150	600 7000	8120 71050	54	822	79992	4960 1160	3576	SC	3256	1619		DD 65411 72510
00037	REED LINDA E	HO	15000 15000	600 7236	12000 108540	30	675	121215	7515 1759	5625	SC	4884	9987		DD 91446 72511
****	000008 ADMINISTRATIVE														

SCENT_0778
CONFIDENTIAL

4614

40004 (R-9) *Payrolls by Paychex, Inc.*

PAYROLL JOURNAL

0073-N173 KERSHAW ENT & FACIAL PLASTIC PAGE 5

SOC SEC NBR	EMPLOYEE NAME	T	REGULAR HRS	REGULAR EARNINGS	OT HOURS	OT EARNINGS	OTHER EARNINGS	TOTAL EARNINGS	FICA	FEDERAL	STATE	LOCAL DBL/SUI	TOTAL VOLUNTARY DEDUCTIONS & OTHER ADJUSTMENTS	NBR ENTRIES	NET PAY	
00030	BAGNAL	HO	800													
	AMANDA	VA	800													
				152731				152731	9341	7483	SC 4977		20095		108651	72512
									2184							
00007	WILLIAMS	HO	800													
	THERESA H	NS	800													DD
				182337				182337	11305	18200	SC 10889		26847		112452	72513
									2644							

PAYCHEX

	EARNINGS TYPE		HOURS	EARNINGS	OTHER EARNINGS	TOTAL EARNINGS	FICA	FEDERAL	STATE	LOCAL DBL/SUI	TOTAL VOLUNTARY DEDUCTIONS & OTHER ADJUSTMENTS	NBR ENTRIES	
TOTALS	REGULAR		169076	6913102	BONUS	7393060	SOC SEC	1104166	407852				
	OVERTIME		3780	65723	00		333748					301153	46
	VACATION	VA	17742	176172									
	HOLIDAY	HO	26400	195600	OTHER PAY		MEDICARE						
	SICK/QUALIFIED	QS	00	00	00		107064						
	SICK/NON-QUAL	NS	2921	22963									
	MISCELLANEOUS	MI	00	00									
	2ND CHK TRAVEL	T	00	19500									

	TOTAL EARNINGS	7393060
	NET PAY	4690299
	VOUCHER NET	448788
	TOTAL NET	5139087

0073-N173 KERSHAW ENT & FACIAL PLASTIC PERIOD END DATE 06/07/08 CHECK DATE 06/11/08 RUN DATE 06/09/08

SCENT_0779
CONFIDENTIAL

Plaintiffs' Ex 0304.057

40004 (R-9) *Payrolls by Paychex, Inc.*

PAYROLL JOURNAL

0073-N173 KERSHAW ENT & FACIAL PLASTIC

EMP NBR	EMPLOYEE NAME	T/V/A	RATE	HOURS REG	HOURS OT	EARNINGS REGULAR	EARNINGS OT	1 MISC # OTHER	TOTAL EARNINGS	SOC SEC MED	FEDERAL	STATE	LOCAL	VOLUNTARY DEDUCTIONS & OTHER DEPOSITS (REFER TO PAYROLL ADJUSTMENT JOURNAL FOR DETAIL)	NET PAY	CHK NBR
****	000001 KENT NURSING															
00023	BROWN	VA	13330	800		10664										
	BRIDGET		13330	7336	24	97789	480		108933	6754	8734	SC 6471		1619		DD
										1580					83775	72519
00008	BROWN					137097			137097	8500	11969	SC 7981		8414		DD
	ROBYN S									1988					98245	72520
00006	COLLINS		13580	8000	136	108640	2771		111411	6907	12709	SC 6177		8304		DD
	STEPHANIE D									1615					75699	72521
00065	FIELDS	NS	10200	944		9629										
	CHANEL	VA	10200	2518		25684										
			10200	7624		77769			113078	7011		SC 352		1619		DD
										1640					102446	72522
00025	JACKSON		10150	8000	324	81200	4934		86134	5193	5521	SC 2883		3899		
	MELISSA									1214					67426	72523
00001	LEHR	NS	12000	300		3600										
	ASTELL L		12000	8000	354	96000	6372		105972	6570	155	SC 1274		2513		DD
										1537					93923	72524
00028	MILLS	NS	12200	400		4880										
	LAURA M		12200	7230	242	88206	4428		97514	6046	5569	SC 3132				DD
										1414					81353	72525
		T	12200			3900			3900	242						DD
										57					3601	72526
00026	MURPHY		10250	7800	230	79950	3537		83487	5176	7504	SC 3487		1494		
	MORGAN E									1211					64615	72527
00003	TOLBERT	VA	14240	1600		22784										
	BUFFY A		14240	6530	18	92987	384		116155	7202	12843	SC 6522		6500		DD
										1684					81404	72528
		MI	14240			18000										
		T	14240			2600			20600	1277						DD
										299					19024	72529
00033	WALTERS		10000	8000	718	80000	10770		90770	5628	6510	SC 5200				
	KIMBERLY									1316					72116	72530
****	000002 KENT FRONT DESK															
00063	AMERSON		11280	8000	300	90240	5076		95316	5910	11297	SC 5518		1619		DD
	TAMMY									1382					69590	72531

SCENT 0767
CONFIDENTIAL

4615

Plaintiffs' Ex 0304.058

4616

40004 (R-9) *Payrolls by Paychex, Inc.*

PAYROLL JOURNAL

0073-N173 KERSHAW ENT & FACIAL PLASTIC

EMP NBR	EMPLOYEE NAME	HOURS & EARNINGS: ST	RATE	REG	OT	REGULAR	OT	TOTAL	YTD GRS	WITHHOLDING TAXES: FEDERAL	STATE	LOCAL	VOLUNTARY DEDUCTIONS & OTHER ADJUSTMENTS	NET PAY	CHK NBR
00043	COOK CINDY L		11250	8000	524	90000	8843	98843	6128 1433	7221	SC 5755			78296	DD 72532
00002	ESTRIDGE SHERRIE W		10000	8000	348	80000	5220	85220	5284 1236	9783	SC 4812			64105	DD 72533
00036	GAINEY COLLEEN S		12810	8000	830	102480	15948	118428	7343 1717	10158	SC 7136			92074	DD 72534
00029	GEIGER SHERRY	VA 	12260 12260	236 7724	 30	2893 94698	 552	98141	5956 1393	10526	SC 5158		27209	47899	72535
00024	MYERS ASHLEY N		10000	7954	18	79540	270	79810	4948 1157	4904	SC 4433			64368	DD 72536
00052	RAYBON JENNY I	NS VA		300 200		 131774		131774	8178 1911	8689	SC 4893		3312	104799	DD 72537
00055	THOMAS JANIE R					10000		10000	620 145					9235	72538
00051	WILSON CHERYL A	VA 	12180 12180	1430 6530	 548	17417 79535	 10013	106965	6632 1551	11026	SC 5014		6384	76356	DD 72539
****	000003 KENT BILLING														
00012	FLETCHER MARY L					141066		141066	8821 2016	18702	SC 2500		2010	107217	DD 72540
00021	LOCKE DEBORAH		16340	7948		129870		129870	8052 1883	14981	SC 7237		20000	77717	DD 72541
00014	MILES CONNIE		10500	8000	12	84000	189	84189	5220 1221	7609	SC 3531			66608	DD 72542
00035	SULLIVAN GABRIELLE H		12980	8000	12	103840	234	104074	6453 1509	10269	SC 5039		15611	65193	DD 72543
00016	YOUNG TAMMY	VA	11090 11090	4000 4000		 44360		88720	5501 1288	3103	SC 3197			75633	72544
****	000004 KENT AUDIOLOGY														

SCENT 0768
CONFIDENTIAL

Plaintiffs' Ex 0304.059

40004 (R-9) *Payrolls by Paychex, Inc.*

PAYROLL JOURNAL

0073-N173 KERSHAW ENT & FACIAL PLASTIC

EMP NBR	EMPLOYEE NAME	ST	HOURS RATE	HOURS REG	HOURS OT	EARNINGS REGULAR	EARNINGS OT	EARNINGS 1 BONUS / 1 HOURLY	TOTAL GROSS	WITHHOLDING TAXES FICA	WITHHOLDING TAXES FEDERAL	WITHHOLDING TAXES STATE	WITHHOLDING TAXES LOCAL	VOLUNTARY DEDUCTIONS & EMPLOYER CONTRIBUTIONS	NET PAY	CHK NBR
000042	CREEL PATRICIA B		10000	8000	412	80000	6180		86180	5343 1250	4195	SC 3656			71736	DD 72545
000059	MORGAN MADONNA N	VA		800		222243			222243	13779 3223	32768	SC 12455			160008	DD 72546
000022	VINCENT ANGELA W		11580	8000	742	92640	12888		105528	6543 1530	8223	SC 6233			82999	DD 72547
		T	11580			7800			7800	484 113					7203	DD 72548
000045	WATTS HEATHER R		10000	7448	230	74480	3450		77930	4832 1130	6670	SC 3137			62161	DD 72549
****	000005 CAROLINA COSMETICS															
000050	CROMPTON CASEY J					90000			90000	5580 1305	10500	SC 5136			67459	DD 167
000046	SHAW DIXIE B					118847			118847	7369 1723	12808	SC 5846		1619	89482	DD 168
		BN						1 73196	73196	4538 1061					67597	DD 169
****	000008 KENT MANAGAMENT															
000041	DYCE ORVILLE H					1000000			1000000	14500	219128	SC 64674		59600	642098	72550
000032	PUCHALSKI ROBERT					1000000			1000000	14500	238796	SC 68846			677858	72551
000019	TETTERTON STEPHANIE J					222116			222116	13725 3210	35950	SC 13409		14071	141751	72552
****	000007 ALLERGY															
000067	ANDERSON AMANDA	NS	12000 12000	800 7406	136	9600 88872	2448		100920	6257 1463	12138	SC 5911		1619	73532	DD 72553
000027	CLEMANS ANGELA S					121013			121013	7503 1755	8009	SC 4251		7251	92238	DD 72554

0073-N173 KERSHAW ENT & FACIAL PLASTIC PERIOD END DATE 06/21/08 CHECK DATE 06/25/08 RUN DATE 06/23/08

SCENT 0769
CONFIDENTIAL

40004 (R-9) *Payrolls by Paychex, Inc.*

PAYROLL JOURNAL

0073-N173 KERSHAW ENT & FACIAL PLASTIC

EMP NBR	EMPLOYEE	Y	HOURS RATE	HRS	OT	EARNINGS REGULAR	OT	OTHER	TOTAL	FICA	FEDERAL	STATE	LOCAL DBL/SUI	TOTAL VOLUNTARY DEDUCTIONS & OTHER ADJUSTMENTS	NBR ENTRIES	CHK NBR
000010	MCNAIR AMBER M		10150	7854		79718			79718	4943 1156	3549	SC 3249		1619	65202	DD 72555
000037	REED LINDA E		15000	8000	218	120000	4905		124905	7744 1811	5972	SC 5126		10208	94044	DD 72556
****	000008 ADMINISTRATIVE															
000030	BAGNAL AMANDA	NS		800		152731			152731	9341 2184	7483	SC 4977		20095	108651	72557
000007	WILLIAMS THERESA H	VA		800		182337			182337	11305 2644	18200	SC 10889		26887	112452	DD 72558

	EARNINGS TYPE		HOURS	EARNINGS	OTHER EARNINGS	TOTAL EARNINGS	FICA	FEDERAL	STATE	LOCAL DBL/SUI	TOTAL VOLUNTARY DEDUCTIONS & OTHER ADJUSTMENTS	NBR ENTRIES
TOTALS	REGULAR		197384	5846032	BONUS 73196	6212931	SOC SEC 265628	824167	325587		253446	43
	OVERTIME		6406	109892								
	VACATION	VA	12384	123802								
	HOLIDAY	HO	00	00	OTHER PAY 00		MEDICARE 89953					
	SICK/QUALIFIED	QS	00	00								
	SICK/NON-QUAL	NS	3544	27709								
	MISCELLANEOUS	MI	00	18000								
	2ND CHK TRAVEL	T	00	14300								

TOTAL EARNINGS	6212931
NET PAY	4459200
VOUCHER NET	
TOTAL NET	4459200

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Plaintiffs' Ex 0304.061

4619

40004 (R-9) *Payrolls by Paychex, Inc.*

PAYROLL JOURNAL

0073-N173 KERSHAW ENT & FACIAL PLASTIC

EMP NBR	EMPLOYEE NAME	T Y	RATE	REG	OT	HOURS REGULAR	HOURS OT	EARNINGS REGULAR	EARNINGS OT	FEDERAL	STATE								
****	000001 KENT NURSING																		
000023	BROWN	HO	13330	800		10664													
	BRIDGET		13330	7200	54	95976	1080	107720	6679	8552	SC	6387				1619			DD
									1562									82921	72560
		T	13330			2600		2600	161										DD
									38									2401	72561
000008	BROWN	HO		800															
	ROBYN S	VA		4000		137097		137097	8500	11969	SC	7981				8414			DD
									1988									98245	72562
000006	COLLINS	HO	13580	800		10864													
	STEPHANIE D	NS	13580	500		6790													
			13580	7124		96744		114398	7093	13130	SC	6374				8493			DD
									1659									77659	72563
000025	JACKSON	HO	10150	800		8120													
	MELISSA		10150	7348	300	74582	4688	87270	5382	5691	SC	4364				3899			
									1254									✓68233	72564
000001	LEHR	HO	12600	800		10080													
	ASTELL L	VA	12600	800		10080													
			12600	6706	630	84496	11907	116563	7227	1214	SC	1971				2513			DD
									1690									101948	72565
000028	MILLS	HO	12200	800		9760													
	LAURA M		12200	7406	154	90353	2819	102932	6382	6382	SC	3494							DD
									1493									85181	72566
		T	12200			1950		1950	121										DD
									28									1801	72567
000026	MURPHY	HO	10250	800		8200													
	MORGAN E		10250	6912	100	70848	1938	80586	4996	7069	SC	3304				1494			
									1168									✓62555	72568
000003	TOLBERT	HO	14240	800		11392													
	BUFFY A		14240	7412	306	105547	6536	123475	7655	13941	SC	7034				6500			DD
									1790									86555	72569
		T	14240			2600		2600	161										DD
									38									2401	72570
000033	WALTERS	HO	10000	800		8000													
	KIMBERLY		10000	7906	654	75050	9810	92870	6756	6825	SC	5347				5428			
									1347									68165	72571

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Plaintiffs' Ex 0304.062

40004 (R-9) *Payrolls by Paychex, Inc.*

PAYROLL JOURNAL

0073-N173 KERSHAW ENT & FACIAL PLASTIC

EMP NBR	EMPLOYEE NAME	V TY	RATE	HOURS	OT	EARNINGS	OT	1	2	3	4	5	6	7	8	9	10	WITHHOLDING	CHKS
****	000002 KENT FRONT DESK																		
000063	AMERSON	HO	11280	800		9024													
	TAMMY	NS	11280	1224		13807													
			11280	5936	236	66956	3993		93782	5814	11067	SC	5411				1619		DD
										1360								68511	72572
		T	11280			1950			1950	121									DD
										28								1801	72573
000043	COOK	HO	11250	800		9000													
	CINDY L		11250	7254	06	81608	102		90710	5624	6001	SC	5196						DD
										1315								72574	72574
000002	ESTRIDGE		10000	7312		73120			73120	4533	7968	SC	3955						DD
	SHERRIE W									1060								55594	72575
000036	GAINEY	HO	12810	800		10248													
	COLLEEN S	VA	12810	2048		26235													
			12810	5518		70686			107184	6644	6870	SC	5288						DD
										1554								84153	72576
000029	GEIGER	HO	12260	800		9808													
	SHERRY		12260	7354	12	90160	221		100189	6083	10815	SC	4295				27382		
										1423								49243	72577
000040	HUNTER		10000	7627		76270			76270	4729	6421	SC	3032						DD
	LINDSAY R									1106								60982	72578
000024	MYERS	HO	10000	800		8000													
	ASHLEY M	VA	10000	36		360													
			10000	7300		73000			81360	5044	5059	SC	4581				1619		DD
										1180								63917	72579
		T	10000			3900			3900	242									DD
										57								3601	72580
000052	RAYBON	HO		800															
	JENNY I	VA		524															
						131774			131774	8170	8689	SC	4893				3312		DD
										1911								104799	72581
000055	THOMAS					10000			10000	620									
	JANIE R									145								✓ 9235	72582
000051	WILSON	HO	12180	800		9744													
	CHERYL A		12180	7248	206	88281	3764		101789	6311	10249	SC	4652				6384		DD
										1476								72717	72583

0073-N173 KERSHAW ENT & FACIAL PLASTIC PERIOD END DATE 07/05/08 CHECK DATE 07/09/08 RUN DATE 07/07/08

SCENT 0759
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40004 (R-9) Payrolls by Paychex, Inc.

PAYROLL JOURNAL

0073-N173 KERSHAW ENT & FACIAL PLASTIC

EMP NUM	EMPLOYEE NAME	T	WORKED	RATE	HRS	EARNINGS	OT	T	EARNINGS										
**** 000003 KENT BILLING																			
000012	FLETCHER MARY L	HO		800		141066			141066	8621	18702	SC	2500			2010		DD
										2016							107217	72584
000021	LOCKE DEBORAH	HO	16340	800		13072													
		VA	16340	800		13072													
			16340	6330		103432			129576	8034	14936	SC	7216			20000		DD
										1879							77511	72585
000014	MILES CONNIE	HO	10500	800		8400													
		NS	10500	1100		11550													
			10500	6148		64554			84504	5239	7656	SC	3581			1619		DD
										1225							65214	72586
000035	SULLIVAN GABRIELLE H	HO	12980	800		10384													
		VA	12980	130		1687													
			12980	7036		91327			103398	6411	10383	SC	4858			15510		DD
										1498							64797	72587
000016	YOUNG TAMMY	HO	11090	800		8872													
		NS	11090	130		1442													
			11090	7012		77763			88077	5461	3038	SC	3139						
										1277							75144	72588	
**** 000004 KENT AUDIOLOGY																			
000042	CREEL PATRICIA B		10000	7536	330	75360	4950		80310	4979	3608	SC	3286					DD
										1164							67273	72589
000044	MAXWELL STACY		10000	2236		22360			22360	1386		SC	261					DD
										324							20389	72590
000059	MORGAN MADONNA N	HO		800															
		NS		1600															
		VA		800															
						222243			222243	13779	32768	SC	12455					DD	
										3223							160008	72591	
000022	VINCENT ANGELA W	HO	11580	800		9264													
			11580	7348	12	85090	209		94563	5863	6579	SC	5456					DD	
										1371							75284	72592	
		T	11580			7800			7800	484								DD	
										113							7203	72593	
000045	WATTS HEATHER R		10000	6348		63480			63480	3936	4503	SC	2226					DD	
										920							51895	72594	

SCENT 0760
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Plaintiffs' Ex 0304.064

40004 (R-9) *Payrolls by Paychex, Inc.*

PAYROLL JOURNAL

0073-N173 KERSHAW ENT & FACIAL PLASTIC

EMP NO	EMPLOYEE NAME	ST	RATE	HRS	OT	EARNINGS	DT	GROSS	FED	OASDI	STATE	LOCAL	NET	CHK NO
****	000005 CAROLINA COSMETICS													
000050	CROMPTON CASEY J	HO		800		100000		100000	6200 1450	12000	SC 5846		74504	DD 170
000046	SHAW DIXIE B	HO		800		118847		118847	7369 1723	12808	SC 5846	1619	89482	DD 171
****	000006 KENT MANAGAMENT													
000041	DYCE ORVILLE H	HO		800		1300000		1300000	18850	318128	SC 85674	59600	817748	72595
000048	GUNNLAUGSSON CHAD B	HO		800		1050000		1050000	[illegible]	[illegible]	[illegible]		673102	DD 72596
000032	PUCHALSKI ROBERT	HO		800		1300000		1300000	18850	[illegible]	[illegible]		853508	72597
000019	TETTERTON STEPHANIE J	HO		800		222116		222116	13725 3210	35950	SC 13409	14071	141751	72598
****	000007 ALLERGY													
000067	ANDERSON AMANDA	HO	12000	800		9600								
			12000	7236	48	86832	864	97296	6032 1411	11594	SC 5657	1619	70983	DD 72599
000027	CLEMANS ANGELA S	HO		800										
		NS		2319										
		VA		4841										
						121013		121013	7503 1755	8005	SC 4251	7261	92238	DD 72600
000010	MCNAIR AMBER M	HO	10150	800		8120								
			10150	7936	206	76490	3137	87747	5440 1272	4352	SC 3755	1619	71309	DD 72601
000037	REED LINDA E	HO	15000	800		12000								
		VA	15000	800		12000								
			15000	6442	124	96630	2790	123420	7652 1790	5832	SC 5029	10119	92998	DD 72602

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40004 (R-9) *Payrolls by Paychex, Inc.*

PAYROLL JOURNAL

0073-N173 KERSHAW ENT & FACIAL PLASTIC PAGE 5

EMP NBR / EMPLOYEE NAME	S	HOURS REG	HOURS OT	EARNINGS REGULAR	EARNINGS OT	EARNINGS OTHER	EARNINGS TOTAL	WITHHOLDING TAXES FICA	WITHHOLDING TAXES FEDERAL	WITHHOLDING TAXES STATE	WITHHOLDING TAXES LOCAL	DEDUCTIONS & ADJUSTMENTS	NET	CHK NBR
**** 000008 ADMINISTRATIVE														
000030 BAGNAL	HO	800												
AMANDA	VA	800												
				152731			152731	9341	7483	SC 4977		20095		
								2184					108651	72603
000007 WILLIAMS	HO	800												
THERESA H	VA	800												
				182337			182337	11305	18200	SC 10889		26847		DD
								2644					112452	72604

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	EARNINGS TYPE		HOURS	EARNINGS	OTHER EARNINGS	TOTAL EARNINGS	FICA	FEDERAL	STATE	LOCAL DBL/SUI	TOTAL VOLUNTARY DEDUCTIONS & OTHER ADJUSTMENTS	NBR ENTRIES
TOTALS	REGULAR		184371	7346231	BONUS	7734958	SOC SEC	1252279	436413		260605	47
	OVERTIME		3378	58288	00		317290					
	VACATION	VA	16379	63434								
	HOLIDAY	HO	28000	212616	OTHER PAY		MEDICARE					
	SICK/QUALIFIED	QS	00	00	00		112022					
	SICK/NON-QUAL	NS	6873	33589								
	MISCELLANEOUS	MI	00	00								
	2ND CHK TRAVEL	T	00	20800								

TOTAL EARNINGS	7734958
NET PAY	5355853
VOUCHER NET	
TOTAL NET	5355853

0073-N173 KERSHAW ENT & FACIAL PLASTIC PERIOD END DATE 07/05/08 CHECK DATE 07/09/08 RUN DATE 07/07/08

SCENT 0762
CONFIDENTIAL

4624

40004 (R-9) *Payrolls by Paychex, Inc.*

PAYROLL JOURNAL

0073-N173 KERSHAW ENT & FACIAL PLASTIC

EMP NBR	EMPLOYEE NAME		REGULAR HOURS	REGULAR RATE	OT HOURS	REGULAR EARNINGS	OT EARNINGS	VACATION HOURS	VACATION EARNINGS	GROSS EARNINGS	FEDERAL	STATE	FICA	MEDICARE	OTHER DEDUCTIONS	NET PAY	
****	000001 KENT NURSING																
000023	BROWN BRIDGET	VA	13330	1600		21328		2	6000								
			13330	6936	354	87125	7079			121532	7535	10624	SC	7353		1619	
											1762					92639	DD 72605
000008	BROWN ROBYN S					137097				137097	8500	11969	SC	7981		8414	
											1988					98245	DD 72606
000006	COLLINS STEPHANIE D	VA	13580	4000		54320											
			13580	3818		51848				106168	6582	11970	SC	5882		7989	
											1539					72256	DD 72607
		T	13580					2	2600	2600	161						
											38					2401	DD 72608
000025	JACKSON MELISSA		10150	7806	154	79231	2345			81576	4909	4837	SC	2595		3899	
											1148					64188	72609
000068	KOUMAS KIMBERLY R					138462				138462	8500	13564	SC	7991			
											2008					106166	DD 72610
000001	LEHR ASTELL L		12600	8000	436	100800				100800	6720	9900	SC	5852		2513	
											1564					96266	DD 72611
000028	MILLS LAURA M	VA	12200	800		9760											
			12200	7312		89206				98966	6136	5787	SC	3223			
											1435					82385	DD 72612
000026	MURPHY MORGAN E		10250	7218	300	73985	4613			78598	4873	6770	SC	3179		1494	
											1140					61142	72613
000003	TOLBERT BUFFY A		14240	8000	524	113920	11193			125113	7757	14186	SC	7189		6500	
											1814					87707	DD 72614
		T	14240					2	1950	1950	121						
											28					1801	DD 72615
000033	WALTERS KIMBERLY	VA	10000	800		8000											
			10000	7224	342	72240	5130			85370	5293	5960	SC	4822		-5428	
											1238					73485	72616
****	000002 KENT FRONT DESK																
000063	AMERSON TAMMY		11280	7954	216	89721	3689			93410	5791	11012	SC	5385		1619	
											1354					68249	DD 72617
000043	COOK CINDY L		11250	8000	124	90000	2093			92093	5710	6208	SC	5293			
											1335					73547	DD 72618

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Plaintiffs' Ex 0304.067

4625

40004 (R-9) *Payrolls by Paychex, Inc.*

PAYROLL JOURNAL

0073-N173 KERSHAW ENT & FACIAL PLASTIC

EMP NBR	EMPLOYEE NAME	ST W/H	HOURS	RATE	OT	REGULAR	OT	BONUS										CHK NBR
000002	ESTRIDGE SHERRIE W		10000	8000	106	80000	1590		81590	5059 1183	9239	SC	4657				61552	DD 72619
000036	GAINEY COLLEEN S	NS VA	12810 12810 12810	800 542 6618	136	10248 6943 84777	2613		104581	6484 1516	8081	SC	6157				82333	DD 72620
000029	GEIGER SHERRY		12260	7942	248	97369	4560		101929	6191 1446	11060	SC	5408			27437	50385	72621
000040	HUNTER LINDSAY R		10000	4000		40000			40000	2480 580	1635	SC	896				34409	DD 72622
000024	MYERS ASHLEY M	VA	10000 10000	148 7812	54	1480 78120	810		80410	4985 1166	4964	SC	4475			1619	63201	DD 72623
000052	RAYBON JENNY I					131774										3312	104799	DD 72624
000056	RODDICK CRYSTAL L		11000	4000	42	44000				27 6							40940	DD 72625
000055	THOMAS JANIE R					10000			10000	620 145							9235	72626
000051	WILSON CHERYL A	NS NS	12180 12180	448 7912	254	5457 91496	4641		101594	6299 1473	10220	SC	4639			6384	72579	DD 72627
****	000003 KENT BILLING																	
000012	FLETCHER MARY L					141066			141066	8621 2016	18702	SC	2500			2010	107217	DD 72628
000021	LOCKE DEBORAH		16340	8000	08	130720	147		130867	8114 1898	15130	SC	7307			20000	78418	DD 72629
000014	MILES CONNIE		10500	8000	12	84000	189		84189	5220 1221	7609	SC	3581			1619	64989	DD 72630
000035	SULLIVAN GABRIELLE H	VA	12980 12980	800 7206		10384 93534			103918	6443 1507	10250	SC	5029			15588	65101	DD 72631
000016	YOUNG TAMMY	NS	11090 11090	300 7706		3327 85450			88787	5509 1287	3109	SC	3201				75685	72632

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0073-N173 KERSHAW ENT & FACIAL PLASTIC PERIOD END DATE 07/19/08 CHECK DATE 07/29/08 RUN DATE 07/21/08

SCENT_0753
CONFIDENTIAL

Plaintiffs' Ex 0304.068

40004 (R-9) Payrolls by Paychex, Inc.

0073-N173 KERSHAW ENT & FACIAL PLASTIC

PAYROLL JOURNAL

SNP RBR	EMPLOYEE NAME	TY PE	RATE	REG	OT	EARNINGS	OT	T	HOURS	GROSS	FEDERAL	STATE					
**** 000004 KENT AUDIOLOGY																	
000042	CREEL PATRICIA B		10000	8000	224	80000	3360			83360	5168 1209	3913	SC	3479			DD 72633
																69591	
000044	MAXWELL STACY		10000	7436		74360				74360	4610 1078	6135	SC	2912			DD 72634
																59625	
		T	10000					2	1950	1950	121 28						DD 72635
																1801	
000059	MORGAN MADONNA N	BN						1	584591	584591	36245 8477	> Voided in QuickBooks				539859 *	DDVCH 72636
						222243				222243	13779 3223	32768	SC	12465			DD 72637
																160008	
000022	VINCENT ANGELA W	VA	11580	4000		46320											
			11580	3948		45718											DD 72638
																73508	
		T	11580														DD 72639
																5402	
000045	WATTS HEATHER R		10000	9254		92540				92540	5737 1342	8862	SC	4057			DD 72640
																72542	
		T	10000					2	1950	1950	121 28						DD 72641
																1801	
**** 000005 CAROLINA COSMETICS																	
000050	CROMPTON CASEY J					100000				100000	6200 1450	12000	SC	5846			DD 172
																74504	
000046	SHAW DIXIE B					118847				118847	7369 1723	12808	SC	5846		1619	DD 173
																89462	
**** 000006 KENT MANAGAMENT																	
000041	DYCE ORVILLE H	VA		1600		1300000				1300000	18850	318128	SC	85674		59600	
																817748	72642
000048	GUNNLAUGSSON CHAD B					1050000				1050000	59860 15225	228642	SC	67981			DD 72643
																678342	

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Plaintiffs' Ex 0304.069

40004 (R-9) *Payrolls by Paychex, Inc.*

PAYROLL JOURNAL

0073-N173 KERSHAW ENT & FACIAL PLASTIC

EMP NBR	EMPLOYEE NAME	ST	RATE	HOURS	OT	REGULAR	OT	OTHER EARNINGS	TOTAL EARNINGS	FICA	FEDERAL	STATE	LOCAL DBL/SUI	TOTAL VOLUNTARY DEDUCTIONS & OTHER ADJUSTMENTS		NBR ENTRIES
000032	PUCHALSKI ROBERT					1300000			1300000	18850	337796	SC 89886				853508 72644
000011	RILEY JR CHARLIE F					218750			218750	13563 3172	48626	SC 14159				DD 139230 72645
000019	TETTERTON STEPHANIE J					222116			222116	13725 3210	35950	SC 13409			14071	141751 72646
****	000007 ALLERGY															
000067	ANDERSON AMANDA		12000	8000	306	96000	5508		101508	6293 1472	12226	SC 5952			1619	DD 73946 72647
000027	CLEMANS ANGELA S	VA		1600		121013			121013	7503 1755	8005	SC 4251			7251	DD 92238 72648
000010	MCNAIR	NS	10150	1001		10150										
	AMBER M	VA	10150	2959		30034										
			10150	4000	100	40600	1125		92367	5159 1196	9008	SC 3115			1619	DD 67178 72649
000037	REED LINDA E		15000	7724	12	115860	270		116130	7200 1684	5147	SC 4549			9682	DD 87868 72650
****	000008 ADMINISTRATIVE															
000030	BAGNAL AMANDA					152731			152731	9341 2184	7483	SC 4977			20095	108651 72651
000007	WILLIAMS THERESA H					182337			182337	11305 2644	18200	SC 10889			26887	DD 112452 72652

	EARNINGS TYPE		HOURS	EARNINGS	OTHER EARNINGS	TOTAL EARNINGS	FICA	FEDERAL	STATE	LOCAL DBL/SUI	TOTAL VOLUNTARY DEDUCTIONS & OTHER ADJUSTMENTS		NBR ENTRIES
TOTALS	REGULAR		197026	7849056	BONUS 584591	8742005	SOC SEC 374989	1318335	460690			788870	50
	OVERTIME		3952	70287									
	VACATION	VA	18649	194569									
	HOLIDAY	HO	00	00	OTHER PAY 00		MEDICARE 126825						
	SICK/QUALIFIED	QS	00	00									
	SICK/NON-QUAL	NS	2545	29192							TOTAL EARNINGS		8742005
	MISCELLANEOUS	MI	00	00							NET PAY		5672496
	2ND CHK TRAVEL	T	00	14300							VOUCHER NET		
											TOTAL NET		5672496

0073-N173 KERSHAW ENT & FACIAL PLASTIC PERIOD END DATE 07/19/08 CHECK DATE 07/23/08 RUN DATE 07/21/08

SCENT_0755
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Plaintiffs' Ex 0304.070

4628

40004 (R-9) Payrolls by Paychex, Inc.

PAYROLL JOURNAL

0073-N172 KERSHAW ENT & FACIAL PLASTIC

EMP NBR	EMPLOYEE NAME	T V P H	RATE	REG	OT	REGULAR	OT	1 BONUS / X BONUS	TOTAL EARNINGS	SOC SEC / MEDICARE	FEDERAL	STATE	LOCAL		CHK NBR
**** 000001 KENT NURSING															
000023	BROWN BRIDGET	BN						1 50000	50000	3100 725	1923	SC	2346	41906	VCH
		NS	13330	800		10664									
			13330	7354	230	98029	4599		113292	7024 1643	9388	SC	6777	86841	DD 72657
000008	BROWN ROBYN S	NS		800		137097			137097	8800 1988	11969	SC	7981	98245	DD 72658
000006	COLLINS STEPHANIE D		13580	8000	106	108640	2759		110799	6870 1607	12623	SC	6137	75295	DD 72659
		T	13580					2 2600	2600	161 38				2401	DD 72660
000025	JACKSON MELISSA	NS	10150	640		6496									
		VA	10150	415		4212									
			10150	6712	124	68127	1589		80724	4864 1138	4309.69		2842	63582	72661
000001	LEHR ASTELL L		12600	7824	236	98582	4461		103043	6389 1494		SC	1098	91549	DD 72662
000028	MILLS LAURA M	NS	12200	800		9760									
		VA	12200	800		9760									
			12200	6148	254	75036	4649		99175	6149 1438	5819	SC	3237	82532	DD 72663
000026	MURPHY MORGAN E	NS	11000	800		8800									
		VA	11000	1600		17600									
			11000	5630	248	61930	4092		92422	5730 1340	8844	SC	4050	70964	72664
000003	TOLBERT BUFFY A	NS	14240	1200		17088									
		VA	14240	800		11392									
			14240	6036	212	85953	4529		118962	7376 1725	13264	SC	6719	83378	DD 72665
		T	14240					2 1950	1950	121 28				1801	DD 72666
000033	WALTERS KIMBERLY		10000	8000	530	80000	7950		87950	5453 1275	6218	SC	5003	70001	72667
**** 000002 KENT FRONT DESK															

To be moved to R. Brown

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Plaintiffs' Ex 0304.071

40004 (R-9) *Payrolls by Paychex, Inc.*

PAYROLL JOURNAL

0073-N172 KERSHAW ENT & FACIAL PLASTIC

EMP NBR	EMPLOYEE NAME	TY PE	HOURS RATE	HOURS REG.	HOURS OT	EARNINGS REGULAR	EARNINGS OT	EARNINGS 1 SCHOOL 2 OTHER PAY	EARNINGS TOTAL EARNINGS	WITHHOLDING TAXES SOC SEC MED	WITHHOLDING TAXES FEDERAL	WITHHOLDING TAXES STATE	WITHHOLDING TAXES LOCAL DELTAUS	VOLUNTARY DEDUCTIONS & OTHER ADJUSTMENTS REFER TO PAYROLL REGISTER FOR DETAIL	NET PAY	CHK NBR
000063	AMERSON TAMMY	NS	11280	336		3790										
			11280	7624		85999			89789	5567 1302	10468	SC 5131		1619	65702	DD 72668
000043	COOK CINDY L		11250	8000	300	90000	5063		95063	5894 1378	6654	SC 5501			75636	DD 72669
000002	ESTRIDGE SHERRIE W		10000	5742	200	57420	3000		60420	3746 876	6063	SC 3076			46659	DD 72670
000036	GAINEY COLLEEN S	VA	12810	2036		26081										
			12810	5924	242	75836	4650		106617	6610 1546	8387	SC 6309			83765	DD 72671
000029	GEIGER SHERRY	NS	12260	1600		19616										
		VA	12260	2400		29424										
			12260	4000	148	49040	2721		100801	6121 1427	10901	SC 5383		27369	49646	72672
000040	HUNTER LINDSAY R		10000	3842		38420			38420	2382 557	1477	SC 895			33179	DD 72673
000024	NYERS ASHLEY M	VA	10000	506		5060										
			10000	7454	42	74540	630		80230	4974 1163	4946	SC 4462		1619	63066	DD 72674
000052	RAYBON JENNY I					131774			131774	8170 1911	8689	SC 4893		3312	104799	DD 72675
000056	RODDICK CRYSTAL L		11000	8000	18	88000	297		88297	5474 1280	4187	SC 2561			74805	DD 72676
000055	THOMAS JANIE R					10000			10000	620 145					9235	72677
000051	WILSON CHERYL A		12180	8000	1018	97440	18599		116039	7196 1683	12387	SC 5650		6384	82741	DD 72678
****	000003 KENT BILLING															
000012	FLETCHER MARY L					141066			141066	8821 2016	18702	SC 2500		2010	107217	DD 72679
		VA	17290	2350		40632			40632	2519 589	3095	SC 2500			31929	DD 72680
000068	KOUMAS KIMBERLY R					138462			138462	8585 2008	13164	SC 8539			106166	DD 72681

0073-N173 KERSHAW ENT & FACIAL PLASTIC PERIOD END DATE 08/02/08 CHECK DATE 08/06/08 RUN DATE 08/05/08

SCENT 0738
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40004 (R-9) *Payrolls by Paychex, Inc.*

PAYROLL JOURNAL

0073-N173 KERSHAW ENT & FACIAL PLASTIC

| EMP NBR | EMPLOYEE NAME | T Y P | RATE | REG | OT | REGULAR | OT | 1 BONUS 2 OTHER | TOTAL EARNINGS | SOC SEC MED | FEDERAL | STATE | LOCAL | SUTA SUI | | |

4631

40004 (R-9) Payrolls by Paychex, Inc.

0073-N172 KERSHAW ENT & FACIAL PLASTIC

PAYROLL JOURNAL

EMP NBR	EMPLOYEE	T Y	HOURS RATE	HOURS REG.	HOURS OT	EARNINGS REGULAR	EARNINGS OT	EARNINGS 4 BONUS	EARNINGS TOTAL	WITHHOLDING TAXES FED TAX	WITHHOLDING TAXES FICA	WITHHOLDING TAXES STATE	WITHHOLDING TAXES LOCAL	VOLUNTARY DEDUCTIONS & OTHER ADJUSTMENTS NET PAY / PAYMENT AMOUNT / COUNTY OF RESI.	DEP. BEN.	CHK NBR
****	000006 KENT MANAGAMENT															
000004	VIDRINE DAVID MACE	VA	600			500000			500000	31000 7250	86279	SC	32527			DD 342944 72693
000041	DYCE ORVILLE H	VA	1600			1300000			1300000	18850	318128	SC	85674		59600	817748 72694
000048	GUNNLAUGSSON CHAD B	VA	4000			1050000			1050000	15225	228642	SC	67931			DD 738202 72695
000032	PUCHALSKI ROBERT					1300000			1300000	18850	337796	SC	89846			853508 72696
000019	TETTERTON STEPHANIE J					222116			222116	13729 3210	35850	SC	13409		14071	141751 72697
****	000007 ALLERGY															
000067	ANDERSON AMANDA		12000	7754	12	93048	216		93264	5782 1352	10990	SC	5375		1619	DD 68146 72698
000027	CLEMANS ANGELA S					121013			121013	7503 1755	8005	SC	4251		7251	DD 92238 72699
000010	MCNAIR AMBER M		10150	7854	06	79716	92		79810	4948 1157	3558	SC	3255		1619	DD 65273 72700
000037	REED LINDA E	BN					1	30000	30000	1860 435		SC	202			VCH 27503
		VA	15000	600		12000										
			15000	7330	236	109950	5310		127260	7890 1845	6299	SC	5281		10350	DD 95595 72701
****	000008 ADMINISTRATIVE															
000030	BAGNAL AMANDA	VA	600			152731			152731	9341 2184	7483	SC	4977		20095	108651 72702
000007	WILLIAMS THERESA H	BN					1	30000	30000	1860 435		SC	1088			VCH 26667

SCENT_0740
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Plaintiffs' Ex 0304.074

40004 (R-9) Payrolls by Paychex, Inc.

PAYROLL JOURNAL

0073-N173 KERSHAW ENT & FACIAL PLASTIC

EMP NBR	EMPLOYEE NAME	T	HOURS	EARNINGS				WITHHOLDING TAXES				VOLUNTARY DEDUCTIONS & OTHER ADJUSTMENTS			
				REG	OT	BONUS	GROSS	FICA	FEDERAL	STATE	LOCAL			NET	CHK
00007	(CONTINUED)	VA	4000	182337			182337	11305 2644	18200	SC 10889			26847	112452	DD 72703

[redacted]

	EARNINGS TYPE		HOURS	EARNINGS	OTHER EARNINGS	TOTAL EARNINGS	FICA	FEDERAL	STATE	LOCAL DBL/SUI	TOTAL VOLUNTARY DEDUCTIONS & OTHER ADJUSTMENTS		NBR ENTRIES
TOTALS	REGULAR		192856	8093897	BONUS	8588658	SOC SEC	1359331	484204			256860	62
	OVERTIME		4688	83256	110000		305621						
	VACATION	VA	24107	169193									
	HOLIDAY	HO	00	00	OTHER PAY		MEDICARE						
	SICK/QUALIFIED	QS	00	00	00		124400						
	SICK/NON-QUAL	NS	9676	104110									
	MISCELLANEOUS	MI	00	10000									
	2ND CHK TRAVEL	T	00	18300									

TOTAL EARNINGS	8588658
NET PAY	5962166
VOUCHER NET	96076
TOTAL NET	6058242

0073-N173 KERSHAW ENT & FACIAL PLASTIC PERIOD END DATE 08/02/08 CHECK DATE 08/06/08 RUN DATE 08/05/08

SCENT 0741
CONFIDENTIAL

40004 (R-6) *Payrolls by Paychex, Inc.*

PAYROLL JOURNAL

0073-N173 KERSHAW ENT & FACIAL PLASTIC

EMP NBR	EMPLOYEE NAME	T Y P E	HOURS RATE	HOURS REG.	HOURS OT	EARNINGS REGULAR	EARNINGS OT	EARNINGS 1 BONUS 2 MISC	EARNINGS TOTAL EARNINGS	WITHHOLDING SOC SEC MED	WITHHOLDING FEDERAL	WITHHOLDING STATE	NET	CHK NBR
****	000001 KENT NURSING													
000023	BROWN BRIDGET		13330	8000	506	106640	10118		116758	7239 1693	9908	SC 7019	1619 89280	DD 72705
		T	13330					2 3900	3900	242 57			3601	DD 72706
000008	BROWN ROBYN S					137097			137097	8500 1988	11969	SC 7981	8414 98245	DD 72707
000006	COLLINS STEPHANIE D	NS	13580	1400		19012								
			13580	6600	06	89628	122		108762	6743 1577	12335	SC 6003	8145 73959	DD 72708
		T	13580					2 2600	2600	161 38			2401	DD 72709
000025	JACKSON MELISSA		10150	8000	518	81200	7887		89087	5281 1238	5739	SC 3974	7327 66531	DD 72710
000001	LEHR ASTELL L	NS	12600	1600		20160								
			12600	6406		80716			100876	6192 1421		SC 3876	4955 87511	DD 72711
000028	MILLS LAURA M		12200	7912	42	96526	768		97294	6032 1411	5536	SC 3118	81197	DD 72712
		MI	12200					2 3000	3000	186 44			2770	DD 72713
000026	MURPHY MORGAN E		11000	8000	242	88000	3993		91993	5704 1334	8780	SC 4023	1494 70658	DD 72714
000003	TOLBERT BUFFY A		14240	7906	224	112581	4785		117366	7277 1702	13024	SC 6607	6500 82256	DD 72715
		T	14240					2 1950	1950	121 28			1801	DD 72716
000033	WALTERS KIMBERLY		10000	8000	618	80000	9270		89270	5406 1264	6142	SC 4950	3155 68343	DD 72717
****	000002 KENT FRONT DESK													
000063	AMERSON TAMMY	NS	11280	606		9092								
			11280	7154		80697			89789	5567 1302	10468	SC 5131	1619 65702	DD 72718

0073-N173 KERSHAW ENT & FACIAL PLASTIC PERIOD END DATE 08/16/08 CHECK DATE 08/20/08 RUN DATE 08/18/08

SCENT 0730
CONFIDENTIAL

40004 (R-9) *Payrolls by Paychex, Inc.*

PAYROLL JOURNAL

0073-N173 KERSHAW ENT & FACIAL PLASTIC

EMP NBR	EMPLOYEE NAME	T Y	RATE	HOURS REG	HOURS OT	EARNINGS REGULAR	EARNINGS OT	EARNINGS $ BONUS	WITHHOLDING TAXES TOTAL	WITHHOLDING TAXES SOC SEC	WITHHOLDING TAXES MEDICARE	WITHHOLDING TAXES STATE	WITHHOLDING TAXES LOCAL	VOLUNTARY DEDUCTIONS & NON-TAXABLES	NET	CHK NBR
000043	COOK CINDY L		11250	8000	130	90000	2295		92295	5716 1337	6224	SC 5300			73618	DD 72719
000002	ESTRIDGE SHERRIE W		10000	8000	300	80000	4500		84500	5239 1225	9675	SC 4761			63600	DD 72720
000036	GAINEY	VA	12810	1336		17114										
	COLLEEN S		12810	6624	336	84853	6456		108423	6722 1572	8658	SC 6436			85035	DD 72721
000029	GEIGER SHERRY		12260	8000	48	98080	882		98962	6136 1435	10954	SC 5358		25182	49897	72722
000040	HUNTER LINDSAY R		10000	7400		74000			74000	4588 1073	6081	SC 2889			59369	DD 72723
000069	JONES DANA S		11000	4000	42	44000	693		44693	2771 648	2104	SC 1113			38057	DD 72724
000024	MYERS	VA	10000	730		7300										
	ASHLEY M		10000	7230	124	72300	1860		81660	5691 1391	5069	SC 4948		1619	63992	DD 72725
000052	RAYBON	NS		1020												
	JENNY I	VA		2140												
						131774			131774	8170 1911	8689	SC 4893		1619	106492	DD 72726
000056	RODDICK CRYSTAL L		11000	6542		71962			71962	4462 1043	2139	SC 1524			62794	DD 72727
000055	THOMAS JANIE R					10000			10000	620 145					9235	72728
000051	WILSON	NS	12180	644		10280										
	CHERYL A	VA	12180	2800		34104										
			12180	4000	54	48720	987		94091	5834 1364	9094	SC 4155		6384	67260	DD 72729
****	000003 KENT BILLING															
000068	KOUMAS KIMBERLY R					153846			153846	9538 2231	15471	SC 9615			116991	DD 72730
000021	LOCKE DEBORAH		16340	7948	24	129870	588		130458	8006 1872	14670	SC 7185		23143	75382	DD 72731

0073-N173 KERSHAW ENT & FACIAL PLASTIC PERIOD END DATE 08/16/08 CHECK DATE 08/20/08 RUN DATE 08/18/08

SCENT_0731
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40004 (R-8) *Payrolls by Paychex, Inc.*

0073-N173 KERSHAW ENT & FACIAL PLASTIC

PAYROLL JOURNAL

| EMP NBR | EMPLOYEE NAME | | HOURS REG | HOURS OT | HOURS DBL | EARNINGS REGULAR | EARNINGS OT | EARNINGS DBL | VOLUNTARY DEDUCTIONS | | |

40004 (R-9) *Payrolls by Paychex, Inc.*

PAYROLL JOURNAL

0073-N173 KERSHAW ENT & FACIAL PLASTIC

| EMP NO | EMPLOYEE NAME | ST | REGULAR HRS | REGULAR RATE | OVERTIME HRS | OVERTIME AMT | ST | GROSS | FEDERAL | SOCIAL SECURITY | ST | STATE | | |

40004 (R-9) *Payrolls by Paychex, Inc.*

PAYROLL JOURNAL

0073-N173 KERSHAW ENT & FACIAL PLASTIC

EMP NBR	EMPLOYEE	ST	RATE	HOURS	EARNINGS	OTHER EARNINGS	TOTAL EARNINGS	FICA	FEDERAL	STATE	LOCAL DBL/SUI	TOTAL VOLUNTARY DEDUCTIONS & OTHER ADJUSTMENTS	NBR	CHK NBR
000030	BAGNAL	NS		1200										
	AMANDA	VA		1600										
					152731		152731	9341	7483	SC 4977			20095	
								2184						108651 72752
000007	WILLIAMS				182337		182337	11305	18200	SC 10889			26847	DD
	THERESA H							2644						112452 72753
		BN				1 250000	250000	15500						VCH
								3625						230875

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	EARNINGS TYPE		HOURS	EARNINGS	OTHER EARNINGS	TOTAL EARNINGS	FICA	FEDERAL	STATE	LOCAL DBL/SUI	TOTAL VOLUNTARY DEDUCTIONS & OTHER ADJUSTMENTS	NBR ENTRIES
TOTALS	REGULAR		211142	8197198	BONUS	9756912	SOC SEC	1373227	486730		273349	53
	OVERTIME		3942	67684	1260000		372832					
	VACATION	VA	26926	145592								
	HOLIDAY	HO	00	00	OTHER PAY		MEDICARE					
	SICK/QUALIFIED	QS	00	00	00		141293					
	SICK/NON-QUAL	NS	7556	67188								
	MISCELLANEOUS	MI	00	3000								
	2ND CHK TRAVEL	T	00	16250								

TOTAL EARNINGS		9756912
NET PAY		5965406
VOUCHER NET		1154375
TOTAL NET		7109781

0073-N173 KERSHAW ENT & FACIAL PLASTIC PERIOD END DATE 08/16/08 CHECK DATE 08/20/08 RUN DATE 08/18/08

SCENT_0734
CONFIDENTIAL

40004 (R-8) *Payrolls by Paychex, Inc.*

0073-N173 KERSHAW ENT & FACIAL PLASTIC

PAYROLL JOURNAL

**** 000001 KENT NURSING																				
000023	BROWN	VA	13330	800		10664														
	BRIDGET		13330	7442	136	99202	2720			112586	6980 1632	9282	SC	6727			1619	86346	DD	72754
000008	BROWN					137097				137097	8500 1988	11969	SC	7981			8414	98245	DD	72755
000006	COLLINS		13580	8142		110568				110568	6855 1603	12590	SC	6122			8253	75145	DD	72756
			13580					2	1950	1950	121 28							1801	DD	72757
000025	JACKSON		10150	8018		81383				81383	4804 1123	4983	SC	2489			7462	60932	✓	72758
000001	LEHR		12600	8124	200	102362	3789			106142	[illegible]		SC	[illegible]			5156	91906	DD	72759
000028	MILLS		12200	8242	312	100552	[illegible]			106[illegible]	[illegible]	[illegible]		[illegible]				87524	DD	72760
000026	MURPHY		11000	8212	216	90332	3597			93929	5824 1362	9070	SC	4144			1619	71910	✓	72761
000003	TOLBERT		14240	8124	16	115686	384			116070	7196 1683	12830	SC	6516			6500	81345	DD	72762
			14240					2	3900	3900	242 57							3601	DD	72763
000033	WALTERS		10000	8048	24	80480	360			80840	4883 1142	5299	SC	4360			3169	61991	✓	72764
**** 000002 KENT FRONT DESK																				
000063	AMERSON	VA	11280	636		7174														
	TAMMY		11280	7524		84871				92045	5707 1335	10807	SC	5289			1619	67288	✓	72765
			11280					2	1950	1950	121 28							1801	✓	72766
000043	COOK	VA	11250	1548		17415														
	CINDY L		11250	6412		72135				89550	5552 1298	5878	SC	5115				71707	DD	72767

PAYCHEX

SCENT_0724
CONFIDENTIAL

40004 (R-9) *Payrolls by Paychex, Inc.*

PAYROLL JOURNAL

0073-N173 KERSHAW ENT & FACIAL PLASTIC

EMP NBR	EMPLOYEE NAME	T Y	RATE	REG	OT	REGULAR	AT										
000002	ESTRIDGE SHERRIE W		10000	8006	224	80060	3360		83420	5172 1210	9513	SC	4686			62839	DD 72768
000036	GAINEY COLLEEN S		12810	8330	212	106707	4074		110781	6868 1606	9011	SC	6601			86695	DD 72769
000029	GEIGER SHERRY		12260	8000	154	98080	2832		100912	6257 1463	11229	SC	5486		25299	51178	✓ 72770
000040	HUNTER LINDSAY R		10000	4548		45480			45480	2820 659	2183	SC	1156			38662	DD 72771
000069	JONES DANA S		11000	8248	148	90728	2442		93170	5777 1351	8956	SC	4097			72989	DD 72772
000024	MYERS ASHLEY M	NS	10000	642		6420											
			10000	7148		71480			77900	4830 1130	4713	SC	4299		1619	61309	DD 72773
			10000													3601	DD 72774
000052	RAYBON JENNY I					131774									1619	106492	DD 72775
000056	RODDICK CRYSTAL L		11000	7654		84194			84194	5220 1221	3571	SC	2293			71889	DD 72776
000055	THOMAS JANIE R					10000			10000	620 145						9235	✓ 72777
000051	WILSON CHERYL A		12180	4000	242	48720	4422		53142	3296 771	2952	SC	1575		6619	37930	DD 72778
****	000003 KENT BILLING																
000068	KOUMAS KIMBERLY R					153846			153846	9538 2231	15471	SC	9615			116991	DD 72779
000021	LOCKE DEBORAH	YA	16340	800		13072											
			16340	7154		116896			129968	7976 1865	14796	SC	7151		23143	75037	DD 72780
000014	MILES CONNIE	NS	10500	800		8400											
			10500	7218		75789			84189	5220 1221	7609	SC	3581		1619	64989	DD 72781
000035	SULLIVAN GABRIELLE H		12980	8000		103840			103840	6438 1506	10240	SC	5025		15576	65055	DD 72782

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0073-N173 KERSHAW ENT & FACIAL PLASTIC PERIOD END DATE 08/30/08 CHECK DATE 09/03/08 RUN DATE 08/29/08

000016	YOUNG TAMMY		11090	8042		89186				89186	5530 1293	3149	SC	3226			75988		72783
****	000004 KENT AUDIOLOGY																		
000042	CREEL PATRICIA B		10000	8130	212	81300	3180			84480	5238 1225	4025	SC	3549			70443	DD	72784
			10000				2	5450		5450	338 79						5033	DD	72785
000044	MAXWELL STACY		10000	8106	12	81060	180			81240	5037 1178	7167	SC	3345			64513	DD	72786
000059	MORGAN MADONNA N					222243				222243	13779 3223	32768	SC	12465			160008	DD	72787
000022	VINCENT ANGELA W		11580	7712		89309				89309	5697	6854	SC	3008			71521	DD	72788
			11580							19							1801	DD	72789
000045	WATTS HEATHER R	VA	10000 10000	800 6712		8000 67120				75120	4657 1089	6249	SC	2980		1619	58546	DD	72790
****	000005 CAROLINA COSMETICS																		
000050	CROMPTON CASEY J	BM					1	20000		20000	1240 290						18470		YCH
						100000				100000	6200 1450	12000	SC	5846		1619	72885	DD	178
000046	SHAW DIXIE B					118847				118847	7369 1723	12608	SC	5846		1619	89482	DD	179
****	000006 KENT MANAGAMENT																		
000004	VIDRINE DAVID MACE					500000				500000	31000 7250	86279	SC	32527			342944	DD	72791
000041	DYCE ORVILLE H	VA		800		1300000				1300000	18850	318128	SC	85674		-990400	1867748		72792

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4640

Plaintiffs' Ex 0304.083

40004 (R-9) *Payrolls by Paychex, Inc.* **PAYROLL JOURNAL** PAGE 4

0073-N173 KERSHAW ENT & FACIAL PLASTIC

EMP NBR	EMPLOYEE NAME	T Y P E	RATE	REG	OT	REGULAR	ST	OTHER EARNINGS	TOTAL EARNINGS	FICA	FEDERAL	STATE	LOCAL DBL/SUI	TOTAL VOLUNTARY DEDUCTIONS & OTHER ADJUSTMENTS		NBR ENTRIES
00048	GUNNLAUGSSON CHAD B					1050000			1050000	15225	228642	SC 67931			738202	DD 72793
00032	PUCHALSKI ROBERT					1300000			1300000	18850	337796	SC 89846			853508	72794
00019	TETTERTON STEPHANIE J	RT				557692			557692	8087	121524	SC 35542		33462	359077	72795
						361539			361539	5232	69688	SC 22583		22436	241600	72796
****	000007 ALLERGY															
00067	ANDERSON AMANDA		12000	8142		97704			97704	6058 1417	11656	SC 5685		1619	71269	DD 72797
00027	CLEMANS ANGELA S		15130			121013			121013	7503	17005	SC 4931		10529	88970	DD 72798
00010	MCNAIR AMBER M		10150	8042		81626			81626	5062 1181	3748	SC 3268		1619	66653	DD 72799
00037	REED LINDA E	NS	15000	800		12000										
			15000	7300		109500			121500	7533 1762	5652	SC 4902		11749	89902	DD 72800
****	000008 ADMINISTRATIVE															
00030	BAGNAL AMANDA					152731			152731	9341 2184	7483	SC 4977		20377	108369	72801
00007	WILLIAMS THERESA H					182337			182337	11305 2644	18200	SC 10889		26847	112452	DD 72802

	EARNINGS TYPE		HOURS	EARNINGS	OTHER EARNINGS	TOTAL EARNINGS	FICA	FEDERAL	STATE	LOCAL DBL/SUI	TOTAL VOLUNTARY DEDUCTIONS & OTHER ADJUSTMENTS		NBR ENTRIES
TOTALS	REGULAR		218780	8397773	BONUS	9114750	SOC SEC	1498935	524526		-737604		52
	OVERTIME		2112	37040	20000		281092						
	VACATION	VA	5384	56325									
	HOLIDAY	HO	00	00	OTHER PAY		MEDICARE						
	SICK/QUALIFIED	QS	00	00	19100		131984						
	SICK/NON-QUAL	NS	2242	26820							TOTAL EARNINGS		9114750
	MISCELLANEOUS	MI	00	00							NET PAY		7397347
	RETRO PAY	RT	00	557692							VOUCHER NET		18470
											TOTAL NET		7415817

0073-N173 KERSHAW ENT & FACIAL PLASTIC PERIOD END DATE 08/30/08 CHECK DATE 09/03/08 RUN DATE 08/29/08

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4642

40004 (R-9) *Payrolls by Paychex, Inc.*

0073-N173 KERSHAW ENT & FACIAL PLASTIC

PAYROLL JOURNAL

EMP NBR	EMPLOYEE NAME	TYPE	RATE	HOURS REG	HOURS OT	EARNINGS REGULAR	EARNINGS OT	EARNINGS OTHER	TOTAL GROSS	FED TAX	FICA SEC/MED	STATE						
****	000001 KENT NURSING																	
000023	BROWN BRIDGET	HO	13330	800		10664												
		VA	13330	3200		42656												
			13330	4000	212	53320	4239		110879	6774	8783	SC	6494			1619		DD
										1584							85625	72803
000008	BROWN ROBYN S	HO		800														
		VA		1600														
						137097			137097	8800	11969	SC	7981			8414		DD
										1988							98245	72804
000006	COLLINS STEPHANIE D	HO	13580	800		10864												
			13580	7112	318	96581	6477		113922	6963	12820	SC	6229			8454		DD
										1628							77828	72805
		T	13580			1950			1950	121								DD
										28							1801	72806
000025	JACKSON MELISSA	HO	10150	800		8120												
			10150	6854	306	69558	4684		81							9119		
																	60904	72807
000001	LEHR ASTELL L	HO	12600	800		10080												
			12600	7412	324	93391	6123		109894	6475		01	SC	1181		5156		DD
										1814							95257	72808
000028	MILLS LAURA M	HO	12200	800		9760												
			12200	7230	524	88206	9590		107956	6565	6826	SC	3701			1653		DD
										1535							87266	72809
000026	MURPHY MORGAN E	HO	11000	800		8800												
		NS	11000	800		8800												
			11000	6506	306	71566	5049		94215	5638	8821	SC	3956			3282		
										1319							71399	72810
000003	TOLBERT BUFFY A	HO	14240	800		11392												
			14240	7142	318	101702	6792		119886	7433	13402	SC	6783			6500		DD
										1738							84030	72811
		T	14240			1950			1950	121								DD
										28							1801	72812
000033	WALTERS KIMBERLY	HO	10000	800		8000												
			10000	7542	548	75420	8220		91640	5553	6379	SC	5116			3155		
										1299							70128	72813
000070	WARREN NICOLE CASSIDY		10780	2354		25306			25306	1569								
										367							23370	72814

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Plaintiffs' Ex 0304.085

4643

40004 (R-9) *Payrolls by Paychex, Inc.*

0073-N173 KERSHAW ENT & FACIAL PLASTIC

PAYROLL JOURNAL

EMP NBR	EMPLOYEE NAME	JV	RATE	REG.	OT	REGULAR	OT												
****	000002 KENT FRONT DESK																		
000063	AMERSON	HO	11280	800		9024													
	TAMMY		11280	7118	430	80291	7275		96590	5785	10996	SC	5378			3282			
										1353							69796	DD	72815
000043	COOK	HO	11250	800		9000													
	CINDY L	VA	11250	3200		36000													
			11250	4000	48	45000	810		90810	5630	6016	SC	5203						
										1317							72644	DD	72816
000002	ESTRIDGE	HO	10000	800		8000													
	SHERRIE W		10000	7448	224	74480	3360		85840	5322	9876	SC	4855						
										1245							64942	DD	72817
000036	GAINEY	HO	12810	800		10246													
	COLLEEN S		12810	7224	1312	92539	25211		127998	7936	11594	SC	7806						
										1856							98806	DD	72818
000029	GEIGER	HO	12260	800		9808													
	SHERRY	VA	12260	818		10029													
			12260	6736	06	82583			102		92		46			22763			
										1246							59316		72819
000040	HUNTER		10000	4342		43420			43420	2692	1977	SC	1050						
	LINDSAY R									630							37071	DD	72820
000066	JONES		11000	7136	230	78496	3795		82291	5102	7324	SC	3411						
	DANA S									1193							65261	DD	72821
000024	MYERS	HO	10000	800		8000													
	ASHLEY M	VA	10000	130		1300													
			10000	7236	54	72360	810		82470	4910	4842	SC	4389			3282			
										1148							63899	DD	72822
000052	RAYBON	HO		800															
	JENNY I	VA		200															
						131774			131774	7967	8197	SC	4654			3282			
										1863							105801	DD	72823
000056	RODDICK		11000	7130	54	78430	891		79321	4918	2874	SC	1986						
	CRYSTAL L									1150							68393	DD	72824
000055	THOMAS					10000			10000	620									
	JANIE R									145							9235		72825
000051	WILSON	VA	12180	1000		12180													
	CHERYL A	NS	12180	320		3898			16078	793		SC	53			8282			
										186							6754	DD	72826

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0073-N173 KERSHAW ENT & FACIAL PLASTIC PERIOD END DATE 09/13/08 CHECK DATE 09/17/08 RUN DATE 09/15/08

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Plaintiffs' Ex 0304.086

40004 (R-9) *Payrolls by Paychex, Inc.*

0073-N173 KERSHAW ENT & FACIAL PLASTIC

PAYROLL JOURNAL

| EMP NBR | EMPLOYEE NAME | Y T P E | RATE | HOURS REG | HOURS OT | EARNINGS REGULAR | EARNINGS DT | 1 DEDUCTION & OTHER DED | TOTAL EARNINGS | EMP SEC TAX | FEDERAL | STATE | | |

40004 (R-9) *Payrolls by Paychex, Inc.*

PAYROLL JOURNAL

0073-N173 KERSHAW ENT & FACIAL PLASTIC

EMP NBR	EMPLOYEE NAME	V/T	RATE	REG	OT	REGULAR	OT	T BONUS	TOTAL	SOC SEC	FEDERAL	STATE						CHK
000045	WATTS	HO	10000	800		8000												
	HEATHER R	VA	10000	400		4000												
			10000	6354		63540			75540	4583	6069	SC	2884			1619		DD
										1072							59313	72838
		T	10000			7800			7800	484								DD
										113							7203	72839
****	000005 CAROLINA COSMETICS																	
000050	CROMPTON	HO		800														
	CASEY J					100000			100000	5997	11508	SC	5616			3282		DD
										1402							72195	180
000046	SHAW	HO		800														
	DIXIE B					118847			118847	7165	12316	SC	5616			3282		DD
										1676							88792	181
****	000006 KENT MANAGAMENT																	
000004	VIDRINE	HO		800														
	DAVID MACE	VA		800														
						500000			500000	31000	86279	SC	32527					DD
										7250							342944	72840
000041	DYCE	HO		800														
	ORVILLE H					1300000			1300000		318128	SC	85674			-990400		
										18850							1867748	72841
000048	GUNNLAUGSSON	HO		800														
	CHAD B					1050000			1050000		228642	SC	67981					DD
										15225							738202	72842
000032	PUCHALSKI	HO		800														
	ROBERT					1300000			1300000		337796	SC	89846					
										18850							853508	72843
000019	TETTERTON	HO		800														
	STEPHANIE J	VA		1600														
						361539			361539		69688	SC	22583			22436		
										5232							241600	72844
****	000007 ALLERGY																	
000067	ANDERSON	HO	12000	800		9600												
	AMANDA		12000	6936	54	83232	972		93804	5715	10828	SC	5299			1619		DD
										1337							69006	72845

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40004 (R-9) *Payrolls by Paychex, Inc.*

PAYROLL JOURNAL

0073-N173 KERSHAW ENT & FACIAL PLASTIC

EMP NBR	EMPLOYEE NAME	T/V/S	RATE	HOURS REG	HOURS OT	EARNINGS REGULAR	EARNINGS OT	1 BONUS 2 OTHER	TOTAL EARNINGS	WITHHOLDING TAXES SOC SEC MED	FEDERAL	STATE	LOCAL	VOLUNTARY DEDUCTIONS & OTHER ADJUSTMENTS	NET	NBR
000027	CLEMANS	HO	15130	800		12104										
	ANGELA S		15130			121013			133117	8130 1906	9462	SC 4981			3114	DD 105554 72846
000010	MCNAIR	HO	10150	800		8120										
	AMBER M		10150	6830		69325			77445	4701 1099	3160	SC 3004			1619	DD 63862 72847
000037	REED	HO	15000	800		12000										
	LINDA E	VA	15000	800		12000										
			15000	6842		102630			126630	7751 1813	5972	SC 5127			10952	DD 95005 72848
****	000008 ADMINISTRATIVE															
000030	BAGNAL	HO		800												
	AMANDA					143977			143977	7869 1840	3923	SC 3315			18806	108224 72849
000007	WILLIAMS	HO		800												
	THERESA H					182337			182337	10525 2461	15955	SC 3688			25276	DD 118465 72850
								1 250000	250000	15500 3625						VCH 230875
		BN						1 250000	250000	15500 3625						VCH 230875
								1 -325000	-325000	-20150 -4713						VCH -300137
		BN						1 350000	350000	21700 5075						VCH 323225

	EARNINGS TYPE		HOURS	EARNINGS	OTHER EARNINGS	TOTAL EARNINGS	FICA	FEDERAL	STATE	LOCAL DBL/SUI	TOTAL VOLUNTARY DEDUCTIONS & OTHER ADJUSTMENTS	NBR ENTRIES
TOTALS	REGULAR		191424	8062945	BONUS	9095012	SOC SEC	1364847	483396		-752685	54
	OVERTIME		6224	109901	525000		307918					
	VACATION	VA	13748	118165								
	HOLIDAY	HO	29600	239576	OTHER PAY		MEDICARE					
	SICK/QUALIFIED	QS	00	00	00		130169				TOTAL EARNINGS	9095012
	SICK/NON-QUAL	NS	2220	16025							NET PAY	7076479
	MISCELLANEOUS	MI	00	00							VOUCHER NET	484838
	2ND CHK TRAVEL	T	00	23400							TOTAL NET	7561317

0073-N173 KERSHAW ENT & FACIAL PLASTIC PERIOD END DATE 09/13/08 CHECK DATE 09/17/08 RUN DATE 09/15/08

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4647

40004 (R-9) *Payrolls by Paychex, Inc.*

0073-N173 KERSHAW ENT & FACIAL PLASTIC

PAYROLL JOURNAL

EMP NBR	EMPLOYEE NAME	ST	RATE	REG	OT	REGULAR	OT													
****	000001 KENT NURSING																			
000023	BROWN BRIDGET		13330	8000	200	106640	3999			110639	6759	8747	SC	6478				1619		DD
											1581								85455	72852
000008	BROWN ROBYN S	NS		800																
						137097				137097	8500	11969	SC	7981				8414		DD
											1988								98245	72853
000006	COLLINS	VA	13580	2400		32592														
	STEPHANIE D		13580	5618	142	76292	2892			111776	6830	12516	SC	6086				8326		DD
											1597								76417	72854
		MI	13580					2	9000	9000	558									DD
											131								8311	72855
		T	13580					2	1950	1950	121									DD
											28								1801	72856
000025	JACKSON MELISSA		10150	8000	830	81200	12			93	5	6359	SC	4653				9115		DD
											1								69069	72857
000069	JONES DANA S		11000	8000	124	88000	2			90	5	6	SC	9						DD
											1								70769	72858
000001	LEHR	NS	12600	400		5040														
	ASTELL L	VA	12600	1200		15120														
			12600	7336		92434				112594	6661	301	SC	1351				5156		DD
											1558								97547	72859
000028	MILLS	NS	12200	327		3989														
	LAURA M	VA	12200	1200		14640														
			12200	6800		82960				101589	6195	5931	SC	3284				1653		DD
											1449								83067	72860
000026	MURPHY MORGAN E		11000	8000	312	88000	5148			93148	5572	8461	SC	3888				3282		
											1303								70642	72861
000003	TOLBERT BUFFY A		14240	8000	448	113920	9570			123490	7656	13943	SC	7035				6500		DD
											1791								86565	72862
		T	14240					2	3900	3900	242									DD
											57								3601	72863
000033	WALTERS KIMBERLY		10000	8000	930	80000	13950			93950	5698	6675	SC	5277				3155		
											1332								1605	72864
000070	WARREN NICOLE CASSIDY		10750	7118	42	76519	678			77197	4786		SC	801				2000		
											1119								68491	72865

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Plaintiffs' Ex 0304.090

40004 (R-9) *Payrolls by Paychex, Inc.*

PAYROLL JOURNAL

0073-N173 KERSHAW ENT & FACIAL PLASTIC

| EMP NBR | EMPLOYEE NAME | T/V | HOURS RATE | HRS. | DT | EARNINGS REGULAR | OT | | |

40004 (R-9) *Payrolls by Paychex, Inc.* **PAYROLL JOURNAL**

0073-N173 KERSHAW ENT & FACIAL PLASTIC PAGE 3

000068	KOUMAS KIMBERLY R						153846				153846	9538 2231	11433	SC	7677						122967	DD 72879
000021	LOCKE DEBORAH		16340	7936			129674				129674	7958 1861	14752	SC	7131				23143		74829	DD 72880
000014	MILES CONNIE		10500	7954			83517				83517	5078 1188	7265	SC	3387				1619		64980	DD 72881
000035	SULLIVAN GABRIELLE H	VA	12980 12980	800 7200			10384 93456				103840	6339 1482	9990	SC	4908				17239		63886	DD 72882
000016	YOUNG TAMMY	NS	11090 11090	700 7200			7763 79848				87611	5432 1270	2992	SC	3127						74790	DD 72883
****	000004 KENT AUDIOLOGY																						
000042	CREEL PATRICIA B		10000	7936	100	79360	[illegible]				[illegible]	[illegible]	[illegible]								67691	DD 72884
		T	10000					2	5850	5850		363 85		SC	117						5402	DD 72885
000044	MAXWELL STACY	VA	10000 10000	800 7148	42	8000 71480	630				80110	4967 1162	6997	SC	3274						63710	DD 72886
000059	MORGAN MADONNA N	NS		800		222243					222243	13676 3198	32353	SC	12348				1653		159005	DD 72887
000022	VINCENT ANGELA W	NS	11580 11580	300 7506	54	3474 86919	938				91331	5663 1324	6094	SC	5239						73011	DD 72888
		T	11580					2	5850	5850		363 85		SC	117						5285	DD 72889
000045	WATTS HEATHER R	VA	10000 10000	800 7600	18	5000 76000	270				81270	4938 1159	6928	SC	3245				1619		63385	DD 72890
****	000005 CAROLINA COSMETICS																						
000060	CROMPTON CASEY J	BN						1	16000	16000		992 232									14776	VCH

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0073-N173 KERSHAW ENT & FACIAL PLASTIC PERIOD END DATE 09/27/08 CHECK DATE 10/01/08 RUN DATE 09/29/08

SCENT_0710
CONFIDENTIAL

40004 (R-9) *Payrolls by Paychex, Inc.* **PAYROLL JOURNAL** PAGE 4

0073-N173 KERSHAW ENT & FACIAL PLASTIC

EMP NBR	EMPLOYEE NAME	ST	RATE	REG	OT	REGULAR	OT	$ TIPS										
000050	(CONTINUED)	NS		800		100000			100000	5997 1402	11508	SC	5616		3282	72195	DD	182
000046	SHAW DIXIE B					118847			118847	7165 1676	12316	SC	5616		3282	88792	DD	183
****	000006 KENT MANAGAMENT																	
000004	VIDRINE DAVID MACE					500000			500000	31000 7250	86279	SC	32827			342944	DD	72891
000041	DYCE ORVILLE H					1300000			1300000	18850	318128	SC	85674		59600	617748		72892
															-1050000	1050000		72893
000048	GUNNLAUGSSON CHAD B					1050000			1050000	15	184	SC	56			738202	DD	72894
000032	PUCHALSKI ROBERT					1300000			1300000	18850	318128	SC	85674			853508		72895
000019	TETTERTON STEPHANIE J					361539			361539	5232	69686	SC	22583		22496	241600		72896
****	000007 ALLERGY																	
000067	ANDERSON AMANDA		12000	8000	330	96000	5940		101940	6220 1455	12048	SC	5859		1619	74729	DD	72897
000027	CLEMANS ANGELA S		15130			121013			121013	7400 1731	7756	SC	4135		8924	91067	DD	72898
000010	MCNAIR AMBER M		10150	7900		80185			80185	4871 1139	3434	SC	3177		1619	65945	DD	72899
000037	REED LINDA E	NS	15000	1158		17370												
		VA	15000	2544		38160												
			15000	4124		61860			117390	7178 1679	5104	SC	4819		10407	88503	DD	72900
****	000008 ADMINISTRATIVE																	
000030	BAGNAL AMANDA					152731			152731	8412 1967	5236	SC	3928		18806	14382		72901

0073-N173 KERSHAW ENT & FACIAL PLASTIC PERIOD END DATE 09/27/08 CHECK DATE 10/01/08 RUN DATE 09/29/08

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40004 (R-9) *Payrolls by Paychex, Inc.*

PAYROLL JOURNAL

0073-N173 KERSHAW ENT & FACIAL PLASTIC

NO.	EMPLOYEE																				
000007	WILLIAMS THERESA H	NS		800		182337			182337	10376 2427	15953	SC	9880					25276		118465	DD 72902

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	EARNINGS TYPE		HOURS	EARNINGS	OTHER EARNINGS	TOTAL EARNINGS	FICA	FEDERAL	STATE	LOCAL DBL/SUI	TOTAL VOLUNTARY DEDUCTIONS & OTHER ADJUSTMENTS		NBR ENTRIES
TOTALS	REGULAR		218326	8377410	BONUS	8726549	SOC SEC	1371978	487128			-759579	54
	OVERTIME		5146	88618	16000		285903						
	VACATION	VA	10864	136422									
	HOLIDAY	HO	00	00	OTHER PAY		MEDICARE						
	SICK/QUALIFIED	QS	00	00	00		125023						
	SICK/NON-QUAL	NS	1003	75699							TOTAL EARNINGS		8726549
	MISCELLANEOUS	MI	00	9000							NET PAY		7201320
	2ND CHK TRAVEL	T	00	23400							VOUCHER NET		14776
											TOTAL NET		7216096

0073-N173 KERSHAW ENT & FACIAL PLASTIC PERIOD END DATE 09/27/08 CHECK DATE 10/01/08 RUN DATE 09/29/08

SCENT 0712
CONFIDENTIAL

40004 (R-9) *Payrolls by Paychex, Inc.*

PAYROLL JOURNAL

0073-N173 KERSHAW ENT & FACIAL PLASTIC

EMP NBR	EMPLOYEE NAME	ST	RATE	REG	OT	REGULAR	OT														
****	000001 KENT NURSING																				
000023	BROWN	NS	13330	600		10664															
	BRIDGET		13330	7518		100215				110879	6774	8783	SC	6494					1619		DD
											1584									85625	72903
		T	13330			1950				1950	121										DD
											28									1801	72904
000008	BROWN					137097				137097	8500	11969	SC	7981					8414		DD
	ROBYN S										1988									98245	72905
000006	COLLINS	NS	13580	600		10864															
	STEPHANIE D	VA	13580	600		10864															
			13580	6454		87645				109373	6681	12179	SC	5990					8181		DD
											1562									74840	72906
000025	JACKSON		10150	8000	600	81200	9135			90335	5155	5434	SC	2846					9115		
	MELISSA										1406									66579	72907
000069	JONES		11000	8000	206	88000	3388			91388	5667	8691	SC	3998							DD
	DANA S										1326									71731	72908
000001	LEHR		12600	8000	1012	100800	19127			119927	7118	1034	SC	1844					5156		DD
	ASTELL L										1664									103103	72909
000028	MILLS		12200	8000	354	97600	6479			104079	6350	6305	SC	3458					1653		DD
	LAURA M										1485									84818	72910
000026	MURPHY		11000	8000	606	88000	9999			97999	5872	9188	SC	4194					3282		
	MORGAN E										1373									74090	72911
000003	TOLBERT	VA	14240	600		11392															
	BUFFY A		14240	7012	300	99851	6408			117651	7294	13067	SC	6627					6500		DD
											1706									82457	72912
		T	14240			1950				1950	121										DD
											28									1801	72913
000033	WALTERS		10000	8000	718	80000	10770			90770	5499	6292	SC	5055					3155		
	KIMBERLY										1286									69473	72914
000070	WARREN		10750	7300	54	78475	872			79347	4920		SC	898							
	NICOLE CASSIDY										1151									72378	72915
****	000002 KENT FRONT DESK																				

0073-N173 KERSHAW ENT & FACIAL PLASTIC PERIOD END DATE 10/11/08 CHECK DATE 10/15/08 RUN DATE 10/13/08

SCENT_0701
CONFIDENTIAL

40004 (R-9) *Payrolls by Paychex, Inc.* **PAYROLL JOURNAL** PAGE 2

0073-N173 KERSHAW ENT & FACIAL PLASTIC

000063	AMERSON	NS	11280	736		8325															
	TAMMY	VA	11280	55		620															
			11280	7354	512	82953	8663		100561	6031	11592	SC	5656				3282			DD	
										1411									72589	72916	
000043	COOK	VA	11250	348		3915															
	CINDY L		11250	7724		86695			90810	5630	6016	SC	5203							DD	
										1317									72644	72917	
000002	ESTRIDGE	VA	10000	600		6000															
	SHERRIE W		10000	7412	112	74120	1680		83800	5196	9570	SC	4712							DD	
										1215									63107	72918	
000036	GAINEY		12810	8000	42	102480	807		103287	6404	7887	SC	6076							DD	
	COLLEEN S									1498									81422	72919	
000029	GEIGER	NS	12260	130		1594															
	SHERRY		12260	8000	18	98080	332		100006	5272	8854	SC	4376				22611				
										1233									57658	72920	
000024	MYERS	NS	10000	64		540															
	ASHLEY M	VA	10000	18		180															
			10000	7848	248	78480	[illegible]		[illegible]	[illegible]	[illegible]	SC	[illegible]				3282			DD	
										1[illegible]									64237	72921	
000052	RAYBON					131774			131774	7967	8197	SC	4654				3282			DD	
	JENNY I									1663									105801	72922	
000056	RODDICK		11000	8000	112	88000	1848		89848	5571	4420	SC	2649							DD	
	CRYSTAL L									1303									75905	72923	
000055	THOMAS					10000			10000	620											
	JANIE R									145									9235	72924	
000051	WILSON		12180	8000	354	97440	6468		103908	6239	10075	SC	4571				8282			DD	
	CHERYL A									1459									73282	72925	
****	000003 KENT BILLING																				
000068	KOUMAS					153846			153846	9538	11433	SC	7677								
	KIMBERLY R									2231										DD	
																			122967	72926	
000021	LOCKE	NS	16340	800		13072															
	DEBORAH		16340	7200		117648			130720	8022	14909	SC	7204				23143			DD	
										1876									75566	72927	
000014	MILES	NS	10500	800		8400															
	CONNIE		10500	7206		75653			84063	5112	7347	SC	3421				1619			DD	
										1195									65369	72928	

PAYCHEX

0073-N173 KERSHAW ENT & FACIAL PLASTIC PERIOD END DATE 10/11/08 CHECK DATE 10/15/08 RUN DATE 10/13/08

SCENT_0702
CONFIDENTIAL

40004 (R-9) *Payrolls by Paychex, Inc.*

0073-N173 KERSHAW ENT & FACIAL PLASTIC

PAYROLL JOURNAL

000035	SULLIVAN	VA	12980	800		10384														
	GABRIELLE H		12980	7148		92781				103165	6293	9904	SC	4858			17138			DD
											1472								63490	72929
000016	YOUNG		11090	7948	12	88143	200			88343	5477	3065	SC	3173						
	TAMMY										1281							✓	75347	72930
****	000004 KENT AUDIOLOGY																			
000042	CREEL	NS	10000	1600		16000														
	PATRICIA B		10000	6436	342	64360	5130			85490	5300	4126	SC	3613						DD
											1240								71211	72931
000044	MAXWELL		10000	8000	342	80000	5130			85130	5278	7750	SC	3590						DD
	STACY										1234								67278	72932
000059	MORGAN					222243				222243	13676	32353	SC	12348			1653			DD
	MADONNA N										3198								159005	72933
000022	VINCENT	NS	11580	224		2594														
	ANGELA W	VA	11580	800		9264														
			11580	6736		78003				89861	5571	8961	SC	6138						
											1308									DD
																			71942	72934
		T	11580			1950				1950	121									
											28									DD
																			1801	72935
000045	WATTS	NS	10000	640		6400														
	HEATHER R	VA	10000	618		6180														
			10000	5754		57540				70120	4247	5256	SC	2543			1619			
											993							✓	55462	72936
****	000005 CAROLINA COSMETICS																			
000050	CROMPTON	NS		800																
	CASEY J					100000				100000	5997	11508	SC	5616			3282			
											1402									DD
																			72195	184
		BN					1	27000		27000	1674									
											392									
																		✓	24934	185
000046	SHAW	VA		800																
	DIXIE B					118847				118847	7165	12316	SC	5616			3282			
											1676									DD
																			88792	186
		BN					1	51111		51111	3169									
											741									
																		✓	47201	187

PAYCHEX

SCENT 0703
CONFIDENTIAL

40004 (R-9) *Payrolls by Paychex, Inc.*

PAYROLL JOURNAL

0073-N173 KERSHAW ENT & FACIAL PLASTIC

EMP NBR	EMPLOYEE NAME	ST	REGULAR HRS	REGULAR	OT HRS	OVERTIME	TOTAL GROSS	SOC SEC MED	FEDERAL	STATE	OTHER	NET
****	000006 KENT MANAGAMENT											
000004	VIDRINE DAVID MACE			500000			500000	31000 7250	86279	SC 32527		342944 DD 72937
000041	DYCE ORVILLE H			1300000			1300000	18850	318128	SC 85674	59600	817748
											-1050000	1050000 72939
000048	GUNNLAUGSSON CHAD B			1050000			1050000	15225	228642	SC 67931		738202 DD 72940
000060	MAKUPSON DANIELLE			146150			146150	9061 2119	14884	SC 7757		112329 DD 72941
000032	PUCHALSKI ROBERT			1300000			1300000		337796	SC 89846		853508 72942
000019	TETTERTON STEPHANIE J	VA	2400	361539			361539	5244	69696	SC 22588	22486	241600 72943
****	000007 ALLERGY											
000067	ANDERSON AMANDA		12000 8000	96000	154	2772	98772	6023 1409	11573	SC 5647	1619	72501 DD 72944
000027	CLEMANS ANGELA S		16130	121013			121013	7400 1731	7756	SC 4135	8924	91067 DD 72945
000040	HUNTER LINDSAY R		10000 3112	31120			31120	1929 451	747	SC 586		27457 DD 72946
000010	MCNAIR AMBER M		10150 7824	79414			79414	4823 1128	3356	SC 3128	1619	65350 DD 72947
000037	REED LINDA E		15000 8000	120000	836	18810	138810	8506 1989	7685	SC 5928	11693	103009 DD 72948
****	000008 ADMINISTRATIVE											
000030	BAGNAL AMANDA			152731			152731	8412 1967	5236	SC 3928	18806	114382 72949

PAYCHEX

SCENT_0704
CONFIDENTIAL

Plaintiffs' Ex 0304.098

4656

40004 (R-9) *Payrolls by Paychex, Inc.* **PAYROLL JOURNAL**

0073-N173 KERSHAW ENT & FACIAL PLASTIC PAGE 5

EMP NBR	EMPLOYEE NAME	TY PE CD	STATE	REG. HOURS	OT HOURS	REGULAR EARNINGS	OT EARNINGS	1 BONUS 2 OTHER PAY	TOTAL GROSS EARNINGS	ROC SEC WAGE	FEDERAL	STATE	LOCAL DBL/SUI	TOTAL VOLUNTARY DEDUCTIONS & OTHER ADJUSTMENTS	NET PAY	CHK NBR
000007	WILLIAMS THERESA H	VA		2400		200570			200570	11507 2691	18688	SC 11117			25276 131291	DD 72950

	EARNINGS TYPE		HOURS	EARNINGS	OTHER EARNINGS	TOTAL EARNINGS	FICA	FEDERAL	STATE	LOCAL DBL/SUI	TOTAL VOLUNTARY DEDUCTIONS & OTHER ADJUSTMENTS	NBR ENTRIES
TOTALS	REGULAR		221986	8596716	BONUS 78111	8941678	SOC SEC 299238	1390774	497185		-760487	52
	OVERTIME	VA	6934	121749								
	VACATION	HO	10839	60799	OTHER PAY		MEDICARE 128139				TOTAL EARNINGS	8941678
	HOLIDAY	QS	00	00	00						NET PAY	7386779
	SICK/QUALIFIED	NS	00	00							VOUCHER NET	
	SICK/NON-QUAL	MI	7386	78453							TOTAL NET	7386779
	MISCELLANEOUS	T	00	00								
	2ND CHK TRAVEL		00	5850								

0073-N173 KERSHAW ENT & FACIAL PLASTIC PERIOD END DATE 10/11/08 CHECK DATE 10/15/08 RUN DATE 10/13/08

SCENT_0705
CONFIDENTIAL

Plaintiffs' Ex 0304.099

4657

40004 (R-9) Payrolls by Paychex, Inc.

0073-N173 KERSHAW ENT & FACIAL PLASTIC

PAYROLL JOURNAL

PAGE 1

**** 000001 KENT NURSING																					
000023	BROWN		VA	13330	2400		31992														
	BRIDGET			13330	5724	18	76301	360		108653	6636	8449	SC	6339				1619			DD
											1552								84058		72951
			MI	13330			6000			6000	372										DD
											87								5541		72952
			T	13330			1950			1950	121										DD
											28								1801		72953
000008	BROWN						137097			137097	8500	11969	SC	7981				8414			DD
	ROBYN S										1988								98245		72954
000006	COLLINS		NS	13580	2400		32592														
	STEPHANIE D			13580	5906		80203			112795	6893	12661	SC	6155				8387			DD
											1612								77087		72955
000025	JACKSON	✓	NS	10150	800		8120														
	HELISSA	✓	VA	10150	800		8120														
				10150	5854		59418			75658	4245	6834	SC	4924				9115			
											998								56152		72956
000069	JONES			11000	7642	112	86262	1848		88110	5463	8197	SC	3778							DD
	DANA S										1278								69394		72957
000001	LEHR		VA	12600	800		10080														
	ASTELL L			12600	7218	518	90947	9791		110818	6550	123	SC	1255				5156			DD
											1932								96192		72958
000028	MILLS			12200	8000	200	97600	3660		101260	6175	5882	SC	3263				1653			DD
	LAURA M										1444								82833		72959
000026	MURPHY			11000	8000	524	88000	8646		96646	5789	8985	SC	4109				3282			
	MORGAN E										1354								73127		72960
000003	TOLBERT		VA	14240	2000		28480														
	BUFFY A			14240	6336	36	90225	770		119475	7407	13341	SC	6754				6500			DD
											1732								83741		72961
000033	WALTERS		VA	10000	800		8000														
	KIMBERLY			10000	7118	42	71180	630		79810	4819	5196	SC	4287				3155			
											1127								61216		72962
000070	WARREN			10750	6942	42	74627	678		75305	4669		SC	716							
	NICOLE CASSIDY										1092								68828		72963
**** 000002 KENT FRONT DESK																					

PAYCHEX

0073-N173 KERSHAW ENT & FACIAL PLASTIC PERIOD END DATE 10/25/08 CHECK DATE 10/29/08 ✓ RUN DATE 10/27/08

SCENT 0694
CONFIDENTIAL

Plaintiffs' Ex 0304.100

40004 (R-9) Payrolls by Paychex, Inc.

0073-N173 KERSHAW ENT & FACIAL PLASTIC

PAYROLL JOURNAL

000063	AMERSON	VA	11280	2400		27072													
	TAMMY		11280	5912		66687			93759	5610	10572	SC	5180			3282			
										1312							67803	DD	72964
000043	COOK	VA	11250	800		9000													
	CINDY L		11250	7236	12	81405	203		90608	5618	5985	SC	5189						
										1314							72502	DD	72965
000002	ESTRIDGE		10000	7930	216	79300	3270		82570	5119	9386	SC	4626						
	SHERRIE W									1197							62242	DD	72966
000036	GAINEY		12810	8000	18	102480	347		102827	6375	7818	SC	6044						
	COLLEEN S									1491							81099	DD	72967
000029	GEIGER	NS	12260	36		441													
	SHERRY	VA	12260	118		1447													
			12260	7800		95628			97516	5117	8503	SC	4214			22452			
										1197							56023	72968	
000024	MYERS	NS	10000	651		6510													
	ASHLEY M	VA	10000	304		3040													
			10000	7100		71000			80550	4191	9650	SC	4258			3282			
										1129							62452	DD	72969
000052	RAYBON					131774			131774	7967	8197	SC	4654			3282			
	JENNY I									1863							105801	DD	72970
000056	RODDICK	NS	11000	1000		11000													
	CRYSTAL L	VA	11000	518		5698													
			11000	6200		68200			84898	5264	3677	SC	2387						
										1231							72389	DD	72971
		T	11000			3900			3900	242									
										57							3601	DD	72972
000055	THOMAS					10000			10000	620									
	JANIE R									145							9235	72973	
000051	WILSON		12180	8000	300	97440	5481		102921	6178	9927	SC	4504			8282			
	CHERYL A									1445							72585	DD	72974
****	000003 KENT BILLING																		
000068	KOUMAS					153846			153846	9538	11433	SC	7677						
	KIMBERLY R									2231							122967	DD	72975
000021	LOCKE		16340	8000		130720			130720	8022	14909	SC	7204			23143			
	DEBORAH									1876							75566	DD	72976

PAYCHEX

SCENT 0695
CONFIDENTIAL

Plaintiffs' Ex 0304.101

40004 (R-9) *Payrolls by Paychex, Inc.*

PAYROLL JOURNAL

0073-N173 KERSHAW ENT & FACIAL PLASTIC PAGE 3

EMP NBR	EMPLOYEE NAME	V/P	RATE	REG	OT	REGULAR	OT	TOTAL EARNINGS	SOC SEC	FEDERAL	STATE	LOCAL					
000014	MILES		10500	8000	12	84000	189	84189	5219	7366	SC	3429			1619		DD
	CONNIE								1197							65459	72977
000035	SULLIVAN	VA	12980	800		10384											
	GABRIELLE H		12980	7142		92703		103087	6288	9894	SC	4853			17126		DD
									1471							63445	72978
000016	YOUNG	NS	11090	150		1664											
	TAMMY	VA	11090	300		3327											
			11090	7500		83179		88156	5466	3047	SC	3162					
									1278							75213	72979
****	000004 KENT AUDIOLOGY																
000042	CREEL	VA	10000	800		8000											
	PATRICIA B		10000	7018	124	70180	1860	80040	4962	3581	SC	3269					DD
									1161							67057	72980
		T	10000			11700		11700	725								DD
									169							10805	72981
000053	LANGLEY		10500	5018		52689		52689	3266	4684	SC	1911			1619		DD
	ALISON								741							40081	72982
000044	MAXWELL	VA	10000	800		8000											
	STACY		10000	7312	148	73120	2220	83340	5167	7482	SC	3477					DD
									1208							66006	72983
000022	VINCENT	VA	11580	1006		11649											
	ANGELA W		11580	7030	12	81407	209	93265	5782	6384	SC	5375					DD
									1352							74372	72984
		T	11580			1950		1950	121								DD
									28							1801	72985
****	000005 CAROLINA COSMETICS																
000050	CROMPTON					100000		100000	5997	11508	SC	5616			3282		DD
	CASEY J								1402							72195	188
000046	SHAW					118647		118647	7165	12316	SC	5616			3282		DD
	DIXIE B								1676							88792	189
****	000006 KENT MANAGAMENT																

PAYCHEX

0073-N173 KERSHAW ENT & FACIAL PLASTIC PERIOD END DATE 10/25/08 CHECK DATE 10/29/08 RUN DATE 10/27/08

SCENT_0696
CONFIDENTIAL

4660

40004 (R-9) *Payrolls by Paychex, Inc.*

PAYROLL JOURNAL

0073-N173 KERSHAW ENT & FACIAL PLASTIC

EMP NBR	EMPLOYEE NAME	T Y P E	RATE	REG	OT	REGULAR	OT	1 BONUS 2 OTHER	TOTAL EARNINGS	SOC SEC MED	FEDERAL	STATE	LOCAL														NET PAY	CHK NBR
000004	VIDRINE DAVID MACE	VA		1600		500000			500000	31000 7250	86279	SC 32527															342944	DD 72986
000041	DYCE ORVILLE H	VA		4000		1300000			1300000	18850	318126	SC 85674														59600	817748	72987
																										-1050000	1050000	72988
000048	GUNNLAUGSSON CHAD B					1050000			1050000	15225	228642	SC 67931															738202	DD 72989
000060	MAKUPSON DANIELLE					292308			292308	18123 4238	50285	SC 17989															201673	DD 72990
						1000000			1000000	62000 14504																	923500	VCH
000059	MORGAN MADONNA N	NS		400		222243			222243	13678 3199	32355	SC 12348														1683	159005	DD 72991
						453620			453620	28124 6577																	418919	VCH
000032	PUCHALSKI ROBERT					1300000			1300000	18850	337796	SC 89846															853508	72992
000019	TETTERTON STEPHANIE J	BN						1 550000	550000	7975	119499	SC 35036														33000	354490	VCH
		VA		2400		361539			361539	5232	69688	SC 22583														22436	241600	72993
						189547			189547	2748	28482	SC 11318														11373	135626	VCH
*****	000007 ALLERGY																											
000067	ANDERSON AMANDA		12000	8000	56	96000	972		96972	5912 1383	11303	SC 5521														1619	71234	DD 72994
000027	CLEMANS ANGELA S		15130			121013			121013	7400 1731	7756	SC 4135														8924	91067	DD 72995

0073-N173 KERSHAW ENT & FACIAL PLASTIC PERIOD END DATE 10/25/08 CHECK DATE 10/29/08 RUN DATE 10/27/08

SCENT 0697
CONFIDENTIAL

Plaintiffs' Ex 0304.103

40004 (R-9) *Payrolls by Paychex, Inc.*

PAYROLL JOURNAL

0073-N173 KERSHAW ENT & FACIAL PLASTIC

EMP NBR	EMPLOYEE NAME	V	RATE	HOURS REG	HOURS OT	EARNINGS REGULAR	EARNINGS OT	V BONUS	TOTAL	SOC SEC	FEDERAL	STATE	LOCAL	VOLUNTARY DEDUCTIONS		NBR ENTRIES	
000040	HUNTER		10000	4600		46000			46000	2852	2235	SC 1184					DD
	LINDSAY R									667						39052	72996
000010	MCNAIR		10150	7848		79657			79657	4838	3381	SC 3143			1619		DD
	AMBER M									1132						65544	72997
000037	REED	NS	15000	320		4800											
	LINDA E	VA	15000	1240		18600											
			15000	6830		102450			125850	7702	5899	SC 5075			10915		DD
										1801						94658	72998
*****	000008 ADMINISTRATIVE																
000030	BAGNAL	VA		800													
	AMANDA					152731			152731	8412	5236	SC 3928			18806		
										1967						114382	72999
000007	WILLIAMS	BN						250000	250000	15500							VCH
	THERESA H									3625						230875	
						200570			200570	11987	18686	SC 11117			25276		DD
	Add T. Szymanski									2691						131291	73000

	EARNINGS TYPE		HOURS	EARNINGS	OTHER EARNINGS	TOTAL EARNINGS	FICA	FEDERAL	STATE	LOCAL DBL/SUI	TOTAL VOLUNTARY DEDUCTIONS & OTHER ADJUSTMENTS		NBR ENTRIES
TOTALS	REGULAR		211416	10264139	BONUS	11388789	SOC SEC	1564981	549035			-716797	57
	OVERTIME		2390	41134	800000		405104						
	VACATION	VA	24686	192889									
	HOLIDAY	HO	00	00	OTHER PAY		MEDICARE						
	SICK/QUALIFIED	QS	00	00	00		163622						
	SICK/NON-QUAL	NS	5757	65127									
	MISCELLANEOUS	MI	00	6000									
	2ND CHK TRAVEL	T	00	19500									

TOTAL EARNINGS	11388789
NET PAY	7359434
VOUCHER NET	2063410
TOTAL NET	9422844

0073-N173 KERSHAW ENT & FACIAL PLASTIC PERIOD END DATE 10/25/08 CHECK DATE 10/29/08 RUN DATE 10/27/08

SCENT_0698
CONFIDENTIAL

40004 (R-9) *Payrolls by Paychex, Inc.*

0073-N173 KERSHAW ENT & FACIAL PLASTIC

PAYROLL JOURNAL

EMP NBR	EMPLOYEE NAME	TYPE	RATE	REG	OT	REGULAR	OT	T SICK 2 OTHER PAY	TOTAL EARNINGS	FICA AND MED.	FEDERAL	STATE	LOCAL	401K	NET PAY	CHK NBR
****	000001 KENT NURSING															
000023	BROWN BRIDGET	VA	13330	1600		21328										
			13330	6400		85312			106640	6511 1923	8147	SC 6198		1619	82642	DD 73002
		MI	13330			6000			6000	372 87					5541	DD 73003
		T	13330			1950			1950	121 28					1801	DD 73004
000008	BROWN ROBYN S					137097			137097	8500 1988	11969	SC 7981		8414	98245	DD 73005
000006	COLLINS STEPHANIE D	VA	13580	800		10864										
			13580	7200		97776			108640	6635 1552	12075	SC 5881		8137	74360	DD 73006
		MI	13580			3000			3080	186 44					2770	DD 73007
		T	13580			4550			4656	282 66					4202	DD 73008
000025	JACKSON MELISSA		10150	8000		81200			81200	4589 1073	4063	SC 2270		9115	✓60090	73009
000069	JONES DANA S		11000	8000		88000			88000	5456 1276	8191	SC 3791			69316	DD 73010
000001	LEHR ASTELL L		12600	8000		100800			100800	5929 1387		SC 746		5156	87572	DD 73011
000028	MILLS LAURA M		12200	8000		97600			97600	5948 1391	5333	SC 3033		1653	80232	DD 73012
000026	MURPHY MORGAN E	VA	11000	800		8800										
			11000	7200		79200			88000	5253 1228	7688	SC 3554		3282	✓66985	73013
000003	TOLBERT BUFFY A	VA	14240	800		11392										
			14240	7200		102528			113920	7063 1652	12507	SC 6356		6500	79832	DD 73014
000033	WALTERS KIMBERLY	VA	10000	2400		24000										
			10000	5600		56000			80000	4831 1130	5215	SC 4301		3165	✓61358	73015

0073-N173 KERSHAW ENT & FACIAL PLASTIC PERIOD END DATE 11/08/08 CHECK DATE 11/12/08 RUN DATE 11/10/08

SCENT_0658
CONFIDENTIAL

Plaintiffs' Ex 0304.105

EMP NBR	EMPLOYEE NAME	TYPE	RATE	REG	OT	REGULAR	OT	1 BONUS 2 OTHER PAY	TOTAL EARNINGS	OASDI SEC MED	FEDERAL	STATE	LOCAL DEL/OUT	REFER TO PAYROLL JOURNAL FOR DETAIL	ADVANCE REPAY	NET PAY	CHK NBR
****	000002 KENT FRONT DESK																
000063	AMERSON TAMMY		11280	8000		90240			90240	5391 1261	10044	SC 4933			3282	65329	DD 73016
000043	COOK CINDY L	VA	11250	1600		18000											
			11250	6400		72000			90000	5580 1305	5923	SC 5146				72046	DD 73017
000002	ESTRIDGE SHERRIE W		10000	8000		80000			80000	4960 1160	9000	SC 4486				60434	DD 73018
000036	GAINEY COLLEEN S	VA	12810	1600		20496											
			12810	6400		81984			102480	6354 1486	7766	SC 6020				80854	DD 73019
000029	GEIGER SHERRY		12260	8000		98080			98080	5152 1205	8583	SC 4251			22496	56393	73020
000024	MYERS ASHLEY M		10000	8000		80000			80000	4767 1115	4595	SC 4216			3282	62038	DD 73021
000052	RAYBON JENNY I					131774			131774	7967 1863	8197	SC 4654			3282	105801	DD 73022
000056	RODDICK CRYSTAL L		11000	8000		88000			88000	5456 1276	4142	SC 2582				74594	DD 73023
000055	THOMAS JANIE R					10000			10000	620 145						9235	73024
000051	WILSON CHERYL A		12180	8000		97440			97440	5838 1365	9104	SC 4159			8282	68692	DD 73025
****	000003 KENT BILLING																
000068	KOUMAS KIMBERLY R					153846			153846	9538 2231	11433	SC 7677				122967	DD 73026
000021	LOCKE DEBORAH	VA	16340	1600		26144											
			16340	6400		104576			130720	8022 1876	14909	SC 7204			23143	75566	DD 73027
000014	MILES CONNIE		10500	8000		84000			84000	5108 1195	7338	SC 3417			1619	65323	DD 73028
000035	SULLIVAN GABRIELLE H		12980	8000		103840			103840	6335 1482	9990	SC 4908			17239	63886	DD 73029

SCENT_0659
CONFIDENTIAL

4663
Plaintiffs' Ex 0304.106

40004 (R-9) *Payrolls by Paychex, Inc.* **PAYROLL JOURNAL**

0073-N173 KERSHAW ENT & FACIAL PLASTIC PAGE 3

EMP NBR	EMPLOYEE NAME	TYPE	RATE	REG	OT	REGULAR	OT	1 BONUS 2 OTHER PAY	TOTAL EARNINGS	SOC SEC MED.	FEDERAL	STATE	LOCAL	NUMBER OF EXEMPTIONS/ ALLOWANCES JOURNAL FOR DETAIL	MARITAL STATUS	NET PAY	CHK NBR
000016	YOUNG	NS	11090	800		8872											
	TAMMY	VA	11090	800		8872											
			11090	6400		70976			88720	5501	3103	SC 3197					
										1286						75633	73030
****	000004 KENT AUDIOLOGY																
000042	CREEL	VA	10000	800		8000											
	PATRICIA B		10000	7200		72000			80000	4960	3577	SC 3257					DD
										1160						67036	73031
		T	10000			3900			3900	242							DD
										57						3601	73032
000053	LANGLEY		10500	8000		84000			84000	5208	9357	SC 4613			1619		DD
	ALISON									1195						62108	73033
		T	10500			5850			5850	363							DD
										85						5402	73034
000044	MAXWELL		10000	8000		80000			80000	4960	6981	SC 3257					DD
	STACY									1160						63632	73035
000022	VINCENT		11580	8000		92640			92640	5744	6290	SC 5351					DD
	ANGELA W									1343						73932	73036
		T	11580			5850			5850	363							DD
										85						5402	73037
****	000005 CAROLINA COSMETICS																
000050	CROMPTON					100000			100000	5997	11508	SC 5616			3282		DD
	CASEY J									1402						72195	190
000046	SHAW					118847			118847	7165	12316	SC 5616			3282		DD
	DIXIE B									1676						88792	191
****	000008 KENT MANAGAMENT																
000004	VIDRINE					500000			500000	31000	86279	SC 32527					DD
	DAVID MACE									7250						342944	73038
000041	DYCE	VA		800													
	ORVILLE H					1300000			1300000		318128	SC 85674			59600		
										18850						817748	73039

0073-N173 KERSHAW ENT & FACIAL PLASTIC PERIOD END DATE 11/08/08 CHECK DATE 11/12/08 RUN DATE 11/10/08

SCENT_0660
CONFIDENTIAL

40004 (R-9) *Payrolls by Paychex, Inc.*

PAYROLL JOURNAL

0073-N173 KERSHAW ENT & FACIAL PLASTIC

EMP NBR	EMPLOYEE NAME	TYPE	RATE	REG	OT	REGULAR	OT	1 BONUS 2 OTHER PAY	TOTAL EARNINGS	SOC SEC MED	FEDERAL	STATE	LOCAL SDI/SUI	VOLUNTARY DEDUCTIONS & OTHER REQUIREMENTS REFER TO PAYROLL REGISTER/JOURNAL FOR DETAIL	NET PAY	CHK NBR
000048	GUNNLAUGSSON CHAD B	VA		800		1050000			1050000	15225	228642	SC 67931			738202	DD 73040
000060	MAKUPSON DANIELLE					292308			292308	10123 4238	50285	SC 17989			201673	DD 73041
000059	MORGAN MADONNA N	VA		800		222243			222243	13676 3198	32353	SC 12358		1653	159005	DD 73042
000032	PUCHALSKI ROBERT					1300000			1300000	18850	337796	SC 89886			853508	73043
000019	TETTERTON STEPHANIE J	VA		4000		361539			361539	5232	69688	SC 22583		22436	241600	73044
****	000007 ALLERGY															
000067	ANDERSON AMANDA		12000	8000		96000			96000	5852 1369	11757	SC 5453		1619	70550	DD 73045
000027	CLEMANS ANGELA S		15130			121013			121013	7400 1731	7756	SC 4135		8924	91067	DD 73046
000040	HUNTER LINDSAY R		10000	4000		40000			40000	2480 580	1635	SC 896			34409	DD 73047
000010	MCNAIR AMBER N		10150	8000		81200			81200	4934 1154	3935	SC 3241		1619	66717	DD 73048
000037	REED LINDA E		15000	8000		120000			120000	7340 1717	5349	SC 4690		10554	90340	DD 73049
****	000008 ADMINISTRATIVE															
000030	BAGNAL AMANDA					152731			152731	8412 1967	5238	SC 3928		18806	114382	73050
000071	SZYMANSKI TAMMY A		15000	8000		120000			120000	7440 1740	6356	SC 5308			99156	DD 73051
000007	WILLIAMS THERESA H					200570			200570	11507 2691	18688	SC 11117		25276	131291	DD 73052

0073-N173 KERSHAW ENT & FACIAL PLASTIC PERIOD END DATE 11/08/08 CHECK DATE 11/12/08 RUN DATE 11/10/08

SCENT 0661
CONFIDENTIAL

40004 (R-9) *Payrolls by Paychex, Inc.* **PAYROLL JOURNAL**

0073-N173 KERSHAW ENT & FACIAL PLASTIC PAGE 5

EMP NBR	EMPLOYEE NAME	TYPE	RATE	HOURS REG	HOURS OT	EARNINGS REGULAR	EARNINGS OT	1 BONUS 2 OTHER PAY	TOTAL EARNINGS	WITHHOLDING TAXES SOC SEC MED	FEDERAL	STATE	LOCAL DBL/SUI	REFER TO PAYROLL ADJUSTMENT JOURNAL FOR DETAIL	NET PAY	CHK NBR
	EARNINGS TYPE			HOURS		EARNINGS		OTHER EARNINGS	TOTAL EARNINGS	FICA	FEDERAL	STATE	LOCAL DBL/SUI	TOTAL VOLUNTARY DEDUCTIONS & OTHER ADJUSTMENTS		NBR ENTRIES
TOTALS	REGULAR			222400		8777360		BONUS 00	8975228	SOC SEC 301321	1422217	506257			288376	53
	OVERTIME			00		00										
	VACATION	VA		19200		157896										
	HOLIDAY	HO		00		00		OTHER PAY		MEDICARE 128628						
	SICK/QUALIFIED	QS		00		00		00						TOTAL EARNINGS		8975228
	SICK/NON-QUAL	NS		600		8872								NET PAY		6328429
	MISCELLANEOUS	MI		00		9000								VOUCHER NET		
	2ND CHK TRAVEL	T		00		22100								TOTAL NET		6328429

0073-N173 KERSHAW ENT & FACIAL PLASTIC PERIOD END DATE 11/08/08 CHECK DATE 11/12/08 RUN DATE 11/10/08

SCENT_0662
CONFIDENTIAL

40004 (R-9) *Payrolls by Paychex, Inc.*

PAYROLL JOURNAL

0073-N173 KERSHAW ENT & FACIAL PLASTIC

EMP NBR	EMPLOYEE NAME	T Y P E	RATE	REG	OT	REGULAR	OT	T SERVICE $	TOTAL	SOC SEC	FEDERAL	STATE	LOCAL	NET PAY	CHK NBR
****	000001 KENT NURSING														
000023	BROWN		13330	-154	200	-2053	3999								
	BRIDGET		13330	7330	800	97709	15996		115651	7070	9499	SC	6828		DD
										1653				88982	73054
		T	13330			4550			4550	282					DD
										66				4202	73055
000008	BROWN	BN						1 150000	150000	9300					VCH
	ROBYN S									2175				138525	
						137097			137097	8500	11969	SC	7981		
										1988				98245	73056
000006	COLLINS		13580	12	200	163	4074								
	STEPHANIE D		13580	8000	412	108640	8393		121270	7418	13856	SC	6712		
										1736				82654	73057
		T	13580			13600			13600	843					DD
										197				12560	73058
000025	JACKSON		10150		854		13092								
	MELISSA		10150	8000	924	81200	14069		108271	6267	8124	SC	3984		
										1466				79315	73059
000069	JONES		11000		136		2244								
	DANA S		11000	8000	124	88000	2046		92290	5722	8824	SC	4041		
										1338				72365	73060
000001	LEHR		12600	-242	230	-3049	4347								
	ASTELL L		12600	8000	736	100800	13911		116009	6872	642	SC	1571		
										1607				100151	73061
		MI	12600					2 6000	6000	372					
										87				5541	73062
		T						2 6000	6000	52					
										12				770	73063
000028	MILLS		12200		412		7539								
	LAURA M		12200	8000	730	97600	13359		118498	7244	8468	SC	4457		
										1694				94962	73064
000026	MURPHY		11000	248	236	2728	3894								
	MORGAN E		11000	8000	406	88000	6699		101321	6078	9687	SC	4403		
										1422				76449	73065

0073-N173 KERSHAW ENT & FACIAL PLASTIC PERIOD END DATE 11/22/08 CHECK DATE 11/26/08 RUN DATE 11/24/08

SCENT_0685
CONFIDENTIAL

40004 (R-6) *Payrolls by Paychex, Inc.*

PAYROLL JOURNAL

0073-N173 KERSHAW ENT & FACIAL PLASTIC

EMP NBR	EMPLOYEE NAME	TYPE	HOURS RATE	REG	OT	EARNINGS REGULAR	OT	1 BONUS 2 OTHER PAY	TOTAL EARNINGS	EMP SEC TAXES	FEDERAL	STATE	LOCAL DEDUCTIONS	VOLUNTARY DEDUCTIONS & OTHER ADJUSTMENTS REFER TO PERSONAL ACCOUNTING JOURNAL FOR DETAIL	ADJUST NET	NET PAY	CHK NBR
000003	TOLBERT		14240	142	130	2022	2777										
	BUFFY A	VA	14240	1600		22784											
			14240	6718		95664			123247	7641	13906	SC 7018			6500		DD
										1787						86395	73066
000033	WALTERS		10000	-436		-4360											
	KIMBERLY		10000	8000	924	80000	13860		89500	5420	6165	SC 4956			3155		
										1268						68516	73067
****	000002 KENT FRONT DESK																
000063	AMERSON		11280		224		3791										
	TAMMY		11280	8000	812	90240	13739		107770	6678	12673	SC 6160			3282		DD
										1815						77662	73068
000043	COOK		11250	106		1193											
	CINDY L	NS	11250	618		6953											
			11250	7400	12	83250	203		91599	5679	6134	SC 5268					DD
										1328						73200	73069
000002	ESTRIDGE		10000	-18	54	-180	810										
	SHERRIE W	NS	10000	800		8000											
			10000	7400	100	74000	1500		84130	5216	9621	SC 4795					DD
										1220						63339	73070
000036	GAINEY		12810	224	05	2869	116										
	COLLEEN S		12810	8000	512	102480	9839		115304	7149	9690	SC 6917					DD
										1672						89876	73071
000029	GEIGER		12260	8000	30	98080	552		98632	5187	8661	SC 4288			22529		
	SHERRY									1213						56754	73072
000024	MYERS		10000	-724		-7240											
	ASHLEY M	NS	10000	320		3200											
		VA	10000	320		3200											
			10000	7200		72000			71160	4208	3711	SC 3598			3282		DD
										984						55377	73073
000034	PEAKE		11500	5600		64400			64400	3993	3363	SC 3354					DD
	MELINDA L									934						52756	73074
000052	RAYBON	BN						1 150000	150000	9300							VCH
	JENNY I									2175						138525	
						131774			131774	7967	8197	SC 4654			3282		DD
										1863						105801	73075

0073-N173 KERSHAW ENT & FACIAL PLASTIC PERIOD END DATE 11/22/08 CHECK DATE 11/26/08 RUN DATE 11/24/08

SCENT_0686
CONFIDENTIAL

40004 (R-9) *Payrolls by Paychex, Inc.* **PAYROLL JOURNAL**

0073-N173 KERSHAW ENT & FACIAL PLASTIC PAGE 3

EMP NBR	EMPLOYEE NAME	TYPE	RATE	REG.	OT	REGULAR	OT	1 BONUS / 3 OTHER PAY	TOTAL GROSS	SOC SEC TAX	FEDERAL	STATE	LOCAL	REPAY 401K LOAN				
000056	RODDICK		11000		318		5247											
	CRYSTAL L		11000	8000	118	88000	1947		95194	5902	5221	SC	2986					DD
										1380							79705	73076
000055	THOMAS					10000			10000	620								
	JANIE R									145							9235	73077
000051	WILSON		12180		148		2705											
	CHERYL A	VA	12180	800		9744												
			12180	7506	342	91423	6249		110121	6824	11007	SC	5006			8282		DD
										1549							77653	73078
****	000003 KENT BILLING																	
000068	KOUMAS	VA		400														
	KIMBERLY R					153846			153846	9538	11433	SC	7677					DD
										2231							122967	73079
000021	LOCKE		16340	-412	24	-6732	596											
	DEBORAH	VA	16340	1000		16340												
		VA	16340	412		6732												
			16340	6954	06	113628	147		130703	8021	14907	SC	7209			23183		DD
										1876							75553	73080
000014	MILES		10500	-312		-3276												
	CONNIE	VA	10500	312		3276												
			10500	7948	12	83454	189		83643	5085	7284	SC	3394			1619		DD
										1189							65072	73081
000035	SULLIVAN		12980		03		59											
	GABRIELLE H	VA	12980	800		10384												
			12980	7200		93456			103899	6339	9998	SC	4912			17248		DD
										1482							63920	73082
000016	YOUNG		11090	-448		-4968												
	TAMMY	VA	11090	448		4968												
			11090	7954	06	88210	101		88311	5475	3062	SC	3171					
										1281							75322	73083
****	000004 KENT AUDIOLOGY																	
000042	CREEL		10000	-148		-1480												
	PATRICIA B		10000	8000	256	80000	3840		82360	5106	3813	SC	3416					DD
										1194							68831	73084
		T					2	3900	3900	242								DD
										57							3601	73085

0073-N173 KERSHAW ENT & FACIAL PLASTIC PERIOD END DATE 11/22/08 CHECK DATE 11/26/08 RUN DATE 11/24/08

SCENT 0687
CONFIDENTIAL

4670

40004 (R-9) *Payrolls by Paychex, Inc.* **PAYROLL JOURNAL**

0073-N173 KERSHAW ENT & FACIAL PLASTIC PAGE 4

EMP NBR	EMPLOYEE NAME	TYPE	RATE	REG	OT	REGULAR	OT	1 BONUS 2 OTHER PAY	TOTAL EARNINGS	SOC SEC MED.	FEDERAL	STATE	LOCAL DEL/EDU	REFER TO PAYROLL ACCRUAL JOURNAL FOR DETAIL ACCRUED HOURS	NET PAY	CHK NBR
000053	LANGLEY		10500	-1000	54	-10500	651									
	ALISON		10500	7954	14	83517	221		74089	4493	7671	SC 3919		1619		
										1051					55136	DD 73086
		T						2 1950	1950	121						
										28					1801	DD 73087
000044	MAXWELL		10000		124		1860									
	STACY		10000	7900		79000			80860	5013	7110	SC 3321				
										1172					64244	DD 73088
000022	VINCENT		11580	-354		-4099										
	ANGELA W	VA	11580	354		4099										
			11580	7934		91876			91876	5696	6176	SC 5277				
										1332					73395	DD 73089
		T						2 5850	5850	363						
										85					5402	DD 73090
****	000005 CAROLINA COSMETICS															
000050	CROMPTON	BN						1 38500	38500	2387						VCH
	CASEY J									558					35555	
						100000			100000	5997	11508	SC 5616		3282		
										1402					72195	DD 192
		BN						1 30417	30417	1886						
										441					28090	DD 193
000046	SHAW					118847			118847	7165	12316	SC 5616		3282		
	DIXIE B									1676					88792	DD 194
		BN						1 25000	25000	1550						
										363					23087	DD 195
****	000008 KENT MANAGAMENT															
000004	VIDRINE					500000			500000	31000	86279	SC 32527				
	DAVID MACE									7250					342944	DD 73091
000041	DYCE					1300000			1300000		318128	SC 85674		59600		
	ORVILLE H									18850					817748	73092
														-1050000		
															1050000	73093

0073-N173 KERSHAW ENT & FACIAL PLASTIC PERIOD END DATE 11/22/08 CHECK DATE 11/26/08 RUN DATE 11/24/08

SCENT_0688
CONFIDENTIAL

Plaintiffs' Ex 0304.113

40004 (R-9) *Payrolls by Paychex, Inc.*

0073-N173 KERSHAW ENT & FACIAL PLASTIC

PAYROLL JOURNAL

EMP NBR	EMPLOYEE NAME	TYPE	RATE	REG	OT	REGULAR	OT	1 BONUS 2 OTHER PAY	TOTAL EARNINGS	SOC SEC MED.	FEDERAL	STATE	LOCAL DEL./SUI	REFER TO PAYROLL ADJUSTMENT JOURNAL FOR DETAIL	NET PAY	CHK NBR
000048	GUNNLAUGSSON CHAD B					1050000			1050000	15225	228642	SC 67931			738202	DD 73094
000060	MAKUPSON DANIELLE					292308			292308	18123 4238	50285	SC 17939			201673	DD 73095
000059	MORGAN MADONNA N					222243			222243	13676 3198	32353	SC 12388		1663	159005	DD 73096
000032	PUCHALSKI ROBERT					1300000			1300000	18850	337796	SC 89846			853508	73097
000019	TETTERTON STEPHANIE J					361539			361539	9232	69688	SC 22583		22436	241600	73098
****	000007 ALLERGY															
000067	ANDERSON AMANDA		12000	-1612		-19344										
		NS	12000	800		9600										
		NS	12000	1430		17160										
		VA	12000	248		2976										
		J	12000	7206	130	86472	2340		99204	6930 1415	11638	SC 6677		1619	72805	DD 73099
000027	CLEMANS ANGELA S		15130			121013			121013	7400 1731	7756	SC 4135		8924	91067	DD 73100
000040	HUNTER LINDSAY R		10000	-1006		-10060										
			10000	4548		45480			35420	2196 514	1177	SC 691			30842	DD 73101
000010	MCNAIR AMBER M		10150	-142		-1441										
		J	10150	7900		80185			78744	4782 1118	3289	SC 3086		1619	64850	DD 73102
		T						2 15600	13600	843 197					12560	DD 73103
000037	REED LINDA E	BN						1 38500	38500	2387 558					35555	VCH
			15000		-156		-17010									
		NS	15000	333		4995										
		VA	15000	1154		17310										
			15000	4036	242	60540	5445		71280	4319 1010	769	SC 1727		7641	55814	DD 73104
****	000008 ADMINISTRATIVE															

S/B added!

SCENT 0689
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40004 (R-9) *Payrolls by Paychex, Inc.*

0073-N173 KERSHAW ENT & FACIAL PLASTIC

PAYROLL JOURNAL

EMP NBR	EMPLOYEE NAME	TYPE	RATE	HOURS REG	HOURS OT	EARNINGS REGULAR	EARNINGS OT	EARNINGS 1 BONUS 2 OTHER PAY	TOTAL EARNINGS	WITHHOLDING TAXES SOC SEC MED.	FEDERAL	STATE	LOCAL DEL/SUI	VOLUNTARY DEDUCTIONS & OTHER ADJUSTMENTS (REFER TO PAYROLL ADJUSTMENT JOURNAL FOR DETAIL)	ADJUST NBR/TYP	NET PAY	CHK NBR
000030	BAGNAL AMANDA			6400		122176			122176	6518 1524	1416	SC 1789				110929	VCH 73105
		SV				152731			152731	8412 1967	5236	SC 3928				133188	VCH 73106
000071	SZYMANSKI TAMMY A		15000		236		5310										
			15000	8000	24	120000	540		125850	7803 1825	7233	SC 5717				103272	DD 73107
000007	WILLIANS THERESA H					200570			200570	11507 2691	18688	SC 11117				131291	DD 73108

	EARNINGS TYPE		HOURS	EARNINGS	OTHER EARNINGS	TOTAL EARNINGS	FICA	FEDERAL	STATE	LOCAL DEL/SUI	TOTAL VOLUNTARY DEDUCTIONS & OTHER ADJUSTMENTS	NBR ENTRIES
TOTALS	REGULAR		230812	8758910	BONUS	9732617	SOC SEC	1445268	519224		-533270	63
	OVERTIME		10505	181388	432417		346897					
	VACATION	VA	7848	101813								
	HOLIDAY	HO	00	00	OTHER PAY		MEDICARE					
	SICK/QUALIFIED	QS	00	00	00		139284					
	SICK/NON-QUAL	NS	4301	49908								
	MISCELLANEOUS	MI	00	6000								
	2ND CHK TRAVEL	T	00	49450								

TOTAL EARNINGS	9732617
NET PAY	7467054
VOUCHER NET	348160
TOTAL NET	7815214

0073-N173 KERSHAW ENT & FACIAL PLASTIC PERIOD END DATE 11/22/08 CHECK DATE 11/26/08 RUN DATE 11/24/08

4673

40004 (R-9) *Payrolls by Paychex, Inc.*

PAYROLL JOURNAL

0073-N173 KERSHAW ENT & FACIAL PLASTIC

EMP NBR	EMPLOYEE NAME	Y T D	HOURS RATE	HOURS REG	HOURS OT	EARNINGS REGULAR	EARNINGS OT	EARNINGS 1 BONUS / 2 OTHER PAY	TOTAL EARNINGS	SOC SEC WAGE	WITHHELD TAXES FEDERAL	WITHHELD TAXES STATE	WITHHELD TAXES LOCAL PSD TAX	VOLUNTARY DEDUCTIONS & OTHER EMPLOYEE PAYMENTS	NET PAY	CHK NBR
EARNINGS TYPE TOTALS CONTINUED...																
	SEVERANCE	SV			00	152731										

0073-N173 KERSHAW ENT & FACIAL PLASTIC PERIOD END DATE 11/22/08 CHECK DATE 11/26/08 RUN DATE 11/24/08

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Plaintiffs' Ex 0304.116

40004 (R-9) *Payrolls by Paychex, Inc.*

0073-N173 KERSHAW ENT & FACIAL PLASTIC

PAYROLL JOURNAL

EMP NBR	EMPLOYEE NAME	Y T P E	RATE	HOURS REG	HOURS OT	EARNINGS REGULAR	EARNINGS OT	1 SCHED 2 OTHER PAY	TOTAL EARNINGS	WITHHOLDING TAXES SOC SEC MED	WITHHOLDING TAXES FEDERAL	WITHHOLDING TAXES STATE	WITHHOLDING TAXES LOCAL	VOLUNTARY DEDUCTIONS	NET PAY	DIR DEP
****	000001 KENT NURSING															
000023	BROWN BRIDGET	BN						1 42500	42500	2635 616					39249	VCH
		BN						1 9375	9375	581 136					8658	VCH
		HO	13330	1600		21328										
			13330	5742	206	76541	4119		101988	6223 1455	7450	SC 5872		1619	79369	DD 73119
000008	BROWN ROBYN S	BN						1 50000	50000	3100 725					46175	VCH
						137097			137097	8500 1988	11969	SC 7981		8414	98245	DD 73120
000006	COLLINS STEPHANIE D	BN						1 42500	42500	2635 616					39249	VCH
		BN						1 9375	9375	581 136					8658	VCH
		HO	13580	1600		21728										
			13580	6130		83245			104973	6408 1499	11558	SC 5640		7917	71951	DD 73121
		T	13580			1950			1950	121 28					1801	DD 73122
000025	JACKSON MELISSA	BN						1 39600	39600	2455 574					36571	VCH
		HO	10150	1600		16240										
		NS	10150	1600		16240										
			10150	4448		45147			77627	4367 1021	3527	SC 2045		9115	57552	73123
000069	JONES DANA S	BN						1 12500	12500	775 181					11544	VCH
		BN						1 7500	7500	465 109					6926	VCH
		HO	11000	1600		17600										
			11000	6642	54	73062	891		91553	5676 1328	8714	SC 3995			71840	DD 73124

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40004 (R-9) *Payrolls by Paychex, Inc.*

PAYROLL JOURNAL

0073-N173 KERSHAW ENT & FACIAL PLASTIC

EMP NBR	EMPLOYEE NAME	TYPE	HOURS RATE	HOURS REG	HOURS OT	HOURS REGULAR	HOURS OT	# BONUS	EARNINGS TOTAL	EARNINGS QTR	WITHHOLDING TAXES FEDERAL	WITHHOLDING TAXES STATE	WITHHOLDING TAXES LOCAL	VOLUNTARY DEDUCTIONS & OTHER ARRANGEMENTS	NET PAY	CHK NBR
000001	LEHR ASTELL L	BN						1	32500	32500	2015					
											471				30014	VCH
		HO	12600	1600		20160										
			12600	6506	436	81976	8241			110377	6523	79 SC	1228			
											1526			5156	95855	DD 73125
000028	MILLS LAURA M	BN						1	42500	42500	2635					
											616				39249	VCH
		BN						1	9375	9375	581					
											136				8658	VCH
		HO	12200	1600		19520										
		VA	12200	3200		39040										
			12200	3448		42066				100626	6136	5787 SC	3223			
											1435			1653	82382	DD 73126
		MI	12200			3000				8980	186					
											44				2770	DD 73127
000026	MURPHY MORGAN E	BN						1	42500	42500	2635					
											616				39249	VCH
		BN						1	7500	7500	465					
											109				6926	VCH
		HO	11000	1600		17600										
			11000	6400	42	70400	693			88693	5295	7792 SC	3608			
											1238			3282	67478	73128
000003	TOLBERT BUFFY A	BN						1	42500	42500	2635					
											616				39249	VCH
		BN						1	9375	9375	581					
											136				8658	VCH
		HO	14240	1600		22784										
		VA	14240	600		11392										
			14240	5700	100	81168	2136			117480	7284	13041 SC	6615			
											1703			6500	82337	DD 73129
000033	WALTERS KIMBERLY	BN						1	27500	27500	1705					
											399				25396	VCH
		HO	10000	1600		16000										
			10000	6736	448	67360	6720			90080	5456	6223 SC	5006			
											1276			3165	68954	73130

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40004 (R-9) *Payrolls by Paychex, Inc.*

PAYROLL JOURNAL

0073-N173 KERSHAW ENT & FACIAL PLASTIC

| EMP NBR | EMPLOYEE NAME | T Y P E | DATE | REG. | OT | REGULAR | DT | 1 | 2 | 3 | 4 | 5 | FEDERAL | STATE | | |

40004 (R-9) *Payrolls by Paychex, Inc.*

PAYROLL JOURNAL

0073-N173 KERSHAW ENT & FACIAL PLASTIC

| EMP NBR | EMPLOYEE NAME | ST | RATE | REG | OT | REGULAR | OT | | |

40004 (R-9) *Payrolls by Paychex, Inc.*

PAYROLL JOURNAL

0073-N173 KERSHAW ENT & FACIAL PLASTIC

EMP NBR	EMPLOYEE NAME	T/S	RATE	REG	OT	REGULAR	DB	T	BONUS	TOTAL EARNINGS	FED WH	FICA	STATE	LOCAL				NET PAY	CHK NBR
000057	(CONTINUED)		10000	6406	24	64060	360			64420	3894	6420	SC	3282			1619		
											911							48334	73144
000068	KOUMAS	BN						2	25000	25000	1550								VCH
	KIMBERLY R										363							23087	
						153846				153846	9538	11433	SC	7677					DD
											2231							122957	73145
000021	LOCKE					25000				25000	1550								VCH
	DEBORAH										363							23087	
		HO	16340	1600		26144													
		VA	16340	2400		39216													
			16340	642		10490				75850	4621	5679	SC	3353			23143		DD
											1081							36963	73146
000014	MILES	BN						1	31900	31900	1978								VCH
	CONNIE										463							29459	
		BN						1	7750	7750	481								VCH
											112							7157	
		HO	10500	1600		16800													
			10500	6354	18	66717	284			83801	5095	7308	SC	3404			1619		DD
											1192							65183	73147
000035	SULLIVAN	BN						1	42500	42500	2635								VCH
	GABRIELLE H										616							39249	
		BN						1	10000	10000	620								VCH
											145							9235	
		HO	12980	1600		20768													
		VA	12980	800		10384													
			12980	5548		72013				103165	6293	9904	SC	4856			17138		DD
											1472							63490	73148
000016	YOUNG	BN						1	42100	42100	2610								VCH
	TAMMY										610							38880	
		BN						1	30000	30000	1860								VCH
											435							27705	
		BN						1	7750	7750	481								VCH
											112							7157	
		HO	11090	1600		17744													
			11090	6354	06	70466	101			88311	5475	3062	SC	3171					
											1281							75322	73149

0073-N173 KERSHAW ENT & FACIAL PLASTIC PERIOD END DATE 12/06/08 CHECK DATE 12/10/08 RUN DATE 12/08/08

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40004 (R-8) *Payrolls by Paychex, Inc.*

PAYROLL JOURNAL

0073-N173 KERSHAW ENT & FACIAL PLASTIC

EMP NBR	EMPLOYEE NAME	TYPE	RATE	REG	OT	REGULAR	OT	4 CHANGE PAY	TOTAL GROSS	SOC SEC MED	FEDERAL	STATE	LOCAL MISC/CITY	NET PAY	CHK NBR
****	000004 KENT AUDIOLOGY														
000042	CREEL PATRICIA B	BN						1 19500	19500	1209 283				18008	VCH
		HO	10000	1600		16000									
			10000	6322		63220			79220	4912 1149	3499	SC 3218		66442	DD 73150
		T	10000			5850			5850	363 85				5402	DD 73151
000053	LANGLEY ALISON	BN						1 5000	5000	310 73				4617	VCH
			10500	4654		50967			50967	3060 716	4402	SC 2301	1619	38869	73152
000044	MAXWELL STACY	BN						1 7500	7500	465 109				6926	VCH
		HO	10000	14600		146000									
			10000	5400		54000			200000	12400 2900	38578	SC 17527		142600	DD 73153
		T	10000			3900			3900	242 57				3601	DD 73154
000022	VINCENT ANGELA W	BN						1 42500	42500	2635 616				39249	VCH
		BN						1 28950	28950	1795 420				26735	VCH
		HO	11580	1600		18528									
			11580	6386	124	73950	2154		94632	5867 1372	6589	SC 5470		75334	DD 73155
		T	11580			5850			5850	363 85				5402	DD 73156
****	000005 CAROLINA COSMETICS														
000050	CROMPTON CASEY J	BN						1 45000	45000	2790 653				41557	VCH
		BN						1 16000	16000	992 232				14776	VCH

0073-N173 KERSHAW ENT & FACIAL PLASTIC PERIOD END DATE 12/06/08 CHECK DATE 12/10/08 RUN DATE 12/08/08

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40004 (R-9) *Payrolls by Paychex, Inc.*

PAYROLL JOURNAL

0073-N173 KERSHAW ENT & FACIAL PLASTIC

| EMP NBR | EMPLOYEE NAME | TYP E | RATE | REG | OT | REGULAR | OT | 1 BONUS 2 OTHER PAY | TOTAL EARNINGS | SOC SEC MED. | FEDERAL | STATE | LOCAL OR CITY | | |

40004 (R-9) *Payrolls by Paychex, Inc.*

PAYROLL JOURNAL

0073-N173 KERSHAW ENT & FACIAL PLASTIC

EMP NBR	EMPLOYEE NAME	Y T P E	RATE	REG	OT	REGULAR	OT	1 BONUS 2 OTHER PAY	TOTAL EARNINGS	SOC SEC MED	FEDERAL	STATE	LOCAL OCC/SUI	VOLUNTARY DEDUCTIONS & OTHER ADJUSTMENTS (REFER TO PAYROLL JOURNAL FOR DETAIL)	NET PAY	CHK NBR
000019	(CONTINUED)					361539			361539	5232	69688	SC 22583		22436	241600	73164
****	000007 ALLERGY															
000067	ANDERSON AMANDA	BN						1 37500	37500	2325 544					34631	VCH
		BN						1 15000	15000	930 218					13852	VCH
		HO	12000	1600		19200										
			12000	6430		77160			96360	5674 1374	11211	SC 5478		1619	70804	DD 73165
000027	CLEMANS ANGELA S	BN						1 50000	50000	3100 725					46175	VCH
			15130			121013			121013	7400 1731	7256	SC 4135		8924	91057	DD 73166
000040	HUNTER LINDSAY R	BN						1 10200	10200	626 146					9328	VCH
		BN						1 8110	8110	503 118					7489	VCH
			10000	3018		30180			30180	1871 438	653	SC 502			26716	DD 73167
000010	MCNAIR AMBER M	BN						1 39600	39600	2455 574					36571	VCH
		BN						1 22500	22500	1395 326					20779	VCH
		HO	10150	1600		16240										
			10150	618		6273			22513	1295 303		SC 222		1619	19074	DD 73168
		T	10150			13600			13600	843 197					12560	DD 73169
000037	REED LINDA E	BN						1 42500	42500	2635 616					39249	VCH
		HO	15000	1600		24000										
			15000	6600	350	99000	7875		130875	8014 1874	6566	SC 5406		11217	97798	73170

SCENT_0677
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4682

40004 (R-9) *Payrolls by Paychex, Inc.*

PAYROLL JOURNAL

0073-N173 KERSHAW ENT & FACIAL PLASTIC

EMP NBR	EMPLOYEE NAME	TYPE	RATE	HOURS REG	HOURS OT	EARNINGS REGULAR	EARNINGS OT	1 BONUS 2 OTHER PAY	TOTAL EARNINGS	SOC SEC MED	FEDERAL	STATE	LOCAL DBL/SUI	WITHHOLDING TAXES	VOLUNTARY DEDUCTIONS & OTHER ADJUSTMENTS	NET PAY	
****	000008 ADMINISTRATIVE																
000071	SZYMANSKI TAMMY A	BN						1 10000	10000	620 145						9235	VCH
			15000	7000	54	105000	1215		106215	6585 1540	4852	SC 4343				88895	DD 73171
000007	WILLIAMS THERESA H	BN						1 100000	100000	6200 1450						92350	VCH
						200570			200570	11507 2691	18688	SC 11117			25276	131291	DD 73172

	EARNINGS TYPE		HOURS	EARNINGS	OTHER EARNINGS	TOTAL EARNINGS	FICA	FEDERAL	STATE	LOCAL DBL/SUI	TOTAL VOLUNTARY DEDUCTIONS & OTHER ADJUSTMENTS	NBR ENTRIES
TOTALS	REGULAR		176952	8095383	BONUS	10834955	SOC SEC	1430707	504629			
	OVERTIME		2948	53306	1840460		409628				272161	119
	VACATION	VA	9348	114797								
	HOLIDAY	HO	56200	639632	OTHER PAY		MEDICARE					
	SICK/QUALIFIED	QS	00	00	25000		155819					
	SICK/NON-QUAL	NS	2670	25425								
	MISCELLANEOUS	MI	00	3000								
	2ND CHK TRAVEL	T	00	37950								

TOTAL EARNINGS		10834955
NET PAY		6308221
VOUCHER NET		1753590
TOTAL NET		8061811

0073-N173 KERSHAW ENT & FACIAL PLASTIC PERIOD END DATE 12/06/08 CHECK DATE 12/10/08 RUN DATE 12/08/08

SCENT_0678
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Plaintiffs' Ex 0304.125

40004 (R-9) *Payrolls by Paychex, Inc.*

0073-N173 KERSHAW ENT & FACIAL PLASTIC

PAYROLL JOURNAL

EMP NBR	EMPLOYEE NAME	Y T P E	RATE	REG	OT	REGULAR	OT	T BONUS & OTHER PAY	TOTAL EARNINGS	SOC SEC MED.	FEDERAL	STATE	LOCAL MISC/SUI	401K/ DEFERRED COMP	NET PAY	CHK NBR
****	000001 KENT NURSING															
000047	BAIREFOOT JESSICA N		10500	8000	324	84000	5103		89103	5524 1292	1160	SC 1389			79738	DD 73180
000023	BROWN BRIDGET		13330	8000	330	106640	6599		113239	6920 1618	9137	SC 6650		1619	87285	DD 73181
		T	13330			3900			3900	242 57					3601	DD 73182
000008	BROWN ROBYN S					137097			137097	8500 1988	11969	SC 7981		8414	98245	DD 73183
000006	COLLINS STEPHANIE D	VA	13580 13580	800 7336	306	10864 99623	6233		116720	7136 1669	13215	SC 6413		8622	79665	DD 73184
		T	13580			1950			1950	121 28					1801	DD 73185
000025	JACKSON MELISSA		10150	8000	248	81200	3776		84976	4823 1128	4630	SC 2608		9115	62772	73186
000069	JONES DANA S		11000	8000	618	88000	10197		98197	6088 1424	9710	SC 4413			76562	DD 73187
000001	LEHR ASTELL L	NS VA	12600 12600 12600	1004 1955 5842		12650 24633 73609			110892	6555 1533	130	SC 1259		5156	96249	DD 73188
000028	MILLS LAURA M		12200	8000	230	97600	4209		101809	6209 1452	5964	SC 3299		1683	83222	DD 73189
000026	MURPHY MORGAN E		11000	8000	754	88000	12441		100441	6024 1409	9555	SC 4348		3282	75823	73190
000003	TOLBERT BUFFY A		14240	8000	506	113920	10808		124728	7733 1809	14128	SC 7122		6500	87436	DD 73191
		T	14240			4550			4550	282 66	000 SHRTG**	SC 000 SHRTG**		4202		73192
000033	WALTERS KIMBERLY		10000	7748	42	77480	630		78110	4714 1102	5026	SC 4156		3155	59935	73193
****	000002 KENT FRONT DESK															

SCENT_0649
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Plaintiffs' Ex 0304.126

40004 (R-9) *Payrolls by Paychex, Inc.*

0073-N173 KERSHAW ENT & FACIAL PLASTIC

PAYROLL JOURNAL

EMP NBR	EMPLOYEE NAME	TYPE	RATE	REG	OT	REGULAR	OT	+ BONUS / OTHER PAY	TOTAL EARNINGS	SOC SEC / MED.	FEDERAL	STATE	LOCAL / DEL/EIC	REFER TO PAYROLL JOURNAL FOR DETAIL	NET PAY	DIR. DEP.
000063	AMERSON TAMMY		11280	8000	506	90240	8562		98802	5923 1385	11328	SC 5583		3282	71352	DD 73194
000043	COOK CINDY L		11250	8000	248	90000	4185		94185	5839 1366	6432	SC 5397		600	74551	DD 73195
000002	ESTRIDGE SHERRIE W		10000	8000	324	80000	4860		84860	5261 1230	9729	SC 4786			63854	DD 73196
		T	10000			1950			1950	121 28					1801	DD 73197
000036	GAINEY COLLEEN S		12810	8000	330	102480	6341		108821	6747 1578	8717	SC 6454			85315	DD 73198
000029	GEIGER SHERRY	NS	12260	800		9808										
			12260	7348	36	90088	662		100556	5306 1241	8932	SC 4414		22644	58019	[redacted]
000034	PEAKE MELINDA L		11500	7954	348	91471	6003		97474	6043 1413					90018	DD 73200
000052	RAYBON JENNY I					131774			131774	7956 1863	8198	SC 4664		3282	105801	DD 73201
000056	RODDICK CRYSTAL L	NS	11000	254		2794										
			11000	7954	100	83094	1650		87938	5427 1269	4073	SC 2503			74266	DD 73202
		T	11000			13650			13650	846 198					12606	DD 73203
000055	THOMAS JANIE R					10000			10000	620 145					9235	[redacted]
000051	WILSON CHERYL A		12180	8000	506	97440	9245		106685	6611 1499	10491	SC 4755		8282	75237	DD 73205
****	000003 KENT BILLING															
000057	BOYKIN MITCHETTE G		10000	5730	142	57300	2130		59430	3584 838	5672	SC 2893		1619	44824	DD 73206
000068	KOUMAS KIMBERLY R					153846			153846	9838 2231	11433	SC 7677			122967	DD 73207
000021	LOCKE DEBORAH		16340	7954	06	129956	147		130115	7985 1867	8522	SC 7315		20950	83476	DD 73208

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Plaintiffs' Ex 0304.127

40004 (R-9) *Payrolls by Paychex, Inc.*

0073-N173 KERSHAW ENT & FACIAL PLASTIC

PAYROLL JOURNAL

EMP NBR	EMPLOYEE NAME	TYPE	HOURS RATE	HOURS REG	HOURS OT	EARNINGS REGULAR	EARNINGS OT	EARNINGS T BONUS / Z OTHER PAY	TOTAL EARNINGS	WITHHOLDING TAXES SOC SEC MED	FEDERAL	STATE	LOCAL	VOLUNTARY DEDUCTIONS & OTHER DEDUCTIONS REFER TO PAYROLL ADJUSTMENT JOURNAL FOR DETAIL	AGENCY CHECK NUMBER	NET PAY	CHECK NUMBER
000014	MILES	NS	10500	800		8400											
	CONNIE		10500	7200	18	75600	284		84284	5125 1199	7381	SC 3435			1619	65525	DD 73209
000035	SULLIVAN	VA	12980	800		10384											
	GABRIELLE H		12980	7136	06	92625	117		103126	6291 1471	9899	SC 4856			17132	63467	DD 73210
000016	YOUNG	NS	11090	1600		17744											
	TAMMY	VA	11090	2000		22180											
			11090	4130		45802			85726	5315 1243	2803	SC 3008				73357	[illegible]
****	000004 KENT AUDIOLOGY																
000042	CREEL		10000	8000	300	80000	4500		84500	5239 1225	4027	SC 3550				70459	DD 73212
	PATRICIA B	T	10000			2900			2900	180 42						2678	DD 73213
000053	LANGLEY		10500	7500	342	78750	5387		84137	5216 1197	9378	SC 4622			1619	62205	[illegible]
	ALISON	T	10500			5850			5850	363 85						5402	[illegible]
000044	MAXWELL	VA		1200		12000			12000	744 174		SC 89				11043	VCH
	STACY	NS	10000	400		4000											
		VA	10000	398		3980											
			10000	7300	212	73000	3180		84160	5218 1220	7605	SC 3529				66588	DD 73216
000022	VINCENT	NS	11580	1000		11580											
	ANGELA W		11580	6936		80319			91899	5698 1333	6179	SC 5279				73410	DD 73217
		T	11580			2900			2900	180 42						2678	DD 73218
****	000005 CAROLINA COSMETICS																
000050	CROMPTON					100000			100000	5997 1402	11508	SC 5616			3282	72195	DD 198

0073-N173 KERSHAW ENT & FACIAL PLASTIC PERIOD END DATE 12/20/08 CHECK DATE 12/24/08 RUN DATE 12/22/08

40004 (R-9) *Payrolls by Paychex, Inc.*

PAYROLL JOURNAL

0073-N173 KERSHAW ENT & FACIAL PLASTIC

EMP NBR	EMPLOYEE NAME	TYP	HOURS RATE	HOURS REG	HOURS OT	EARNINGS REGULAR	EARNINGS OT	EARNINGS 1 BONUS & OTHER PAY	TOTAL EARNINGS	WITHHOLDING TAXES SOC SEC AND MED	WITHHOLDING TAXES FEDERAL	WITHHOLDING TAXES STATE	WITHHOLDING TAXES LOCAL INC TAX	VOLUNTARY DEDUCTIONS & OTHER DISBURSEMENTS REFER TO PAYROLL JOURNAL FOR DETAIL	NET PAY	CHK NBR
000046	SHAW DIXIE B					118847			118847	7165 1676	12316	SC 5616		3282	88792	DD 199
****	000006 KENT MANAGAMENT															
000004	VIDRINE DAVID MACE					500000			500000	31000 7250	86279	SC 32527			342944	DD 73219
000041	DYCE ORVILLE H					1300000			1300000	18850	318128	SC 85674		59600	817748	
000048	GUNNLAUGSSON CHAD B					1050000			1050000	15225	228642	SC 67981			738202	DD 73221
000060	MAKUPSON DANIELLE					292308			292308	18123 4238	50285	SC 17989			201673	DD 73222
000059	MORGAN MADONNA N					222243			222243	13676 3198	32353	SC 12348		1653	159005	DD 73223
000032	PUCHALSKI ROBERT					1300000			1300000	18850	337796	SC 99846			853508	73224
000011	RILEY JR CHARLIE F		175000	525		91875			91875	5696 1332	20781	SC 5277			58782	73225
000019	TETTERTON STEPHANIE J					361539			361539	5232	69688	SC 22583		22436	241608	73226
****	000007 ALLERGY															
000067	ANDERSON AMANDA		12000	8000	130	96000	2340		98340	5997 1402	11508	SC 5617		1619	72197	DD 73227
000027	CLEMANS ANGELA S	VA	15130 15130	4000		60520 121013			181533	11152 2608	16289	SC 8117		12555	130812	DD 73228
000040	HUNTER LINDSAY R		10000	6506		65060			65060	4034 943	4740	SC 2326			53017	DD 73229
000010	MCNAIR AMBER M		10150	7824	36	79414	548		79962	4857 1136	3411	SC 3163		1619	65776	DD 73230
000037	REED LINDA E	VA	15000 15000	2320 5530	348	34800 82950	7830		125580	7686 1797	5873	SC 5058		10899	94267	DD 73231

0073-N173 KERSHAW ENT & FACIAL PLASTIC PERIOD END DATE 12/20/08 CHECK DATE 12/24/08 RUN DATE 12/22/08

40004 (R-9) *Payrolls by Paychex, Inc.*

PAYROLL JOURNAL

0073-N173 KERSHAW ENT & FACIAL PLASTIC

EMP NBR	EMPLOYEE NAME	TYPE	RATE	HOURS REG	HOURS OT	EARNINGS REGULAR	EARNINGS OT	EARNINGS 1 BONUS 2 OTHER PAY	EARNINGS TOTAL EARNINGS	WITHHOLDING TAXES SOC SEC MED.	WITHHOLDING TAXES FEDERAL	WITHHOLDING TAXES STATE	WITHHOLDING TAXES LOCAL DBL/SUI	VOLUNTARY DEDUCTIONS & OTHER ADJUSTMENTS REFER TO PAYROLL ADJUSTMENT JOURNAL FOR DETAIL	VOLUNTARY DEDUCTIONS & OTHER ADJUSTMENTS ADJUST. AMOUNT	NET PAY	CHK. NBR.
####	000008 ADMINISTRATIVE																
000071	SZYMANSKI TAMMY A		15000	7054		105810			105810	6560 1534	4812	SC 4314				88590	DD 73232
000007	WILLIAMS THERESA H	VA		1600		200570			200570	11507 2691	18688	SC 11117			25276	131291	DD 73233
		BN						2 200000	200000	12400 2900						184700	YCH

	EARNINGS TYPE		HOURS	EARNINGS	OTHER EARNINGS	TOTAL EARNINGS	FICA	FEDERAL	STATE	LOCAL DBL/SUI	TOTAL VOLUNTARY DEDUCTIONS & OTHER ADJUSTMENTS	NBR ENTRIES
TOTALS	REGULAR		237107	8868593	BONUS	9480547	SOC SEC	1458819	519418			
	OVERTIME		7296	127967	200000		333807				275008	58
	VACATION	VA	15073	179361								
	HOLIDAY	HO	00	00	OTHER PAY		MEDICARE					
	SICK/QUALIFIED	QS	00	00	00		136221					
	SICK/NON-QUAL	NS	5858	66976								
	MISCELLANEOUS	MI	00	00								
	2ND CHK TRAVEL	T	00	37650								

TOTAL EARNINGS		9480547
NET PAY		6561831
VOUCHER NET		199743
TOTAL NET		6757574

0073-N173 KERSHAW ENT & FACIAL PLASTIC PERIOD END DATE 12/20/08 CHECK DATE 12/24/08 RUN DATE 12/22/08

SCENT 0653
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PEx320

STATE OF SOUTH CAROLINA COUNTY OF KERSHAW	)	IN THE COURT OF COMMON PLEAS C/A No: 2010-CP-28-00323
Dr. Orville Dyce, Plaintiff, vs. South Carolina ENT, Allergy & Sleep Medicine, P.A. and Dr. Robert Puchalski, Defendants.	)	ANSWERS TO SECOND SET OF INTERROGATORIES

TO: Morris A. Ellison Esquire, William C. Cleveland, Esquire and Jana B. Baker, Esquire, Attorneys for Plaintiff:

The Defendant, Robert Puchalski, by and through his undersigned attorneys and pursuant to South Carolina Rules of Civil Procedure 33 hereby responds to the Interrogatories of Plaintiff Dr. Orville Dyce as follows:

GENERAL OBJECTIONS

Defendant hereby states the following general objections to Plaintiff Dr. Orville Dyce's Interrogatories, which are incorporated herein and made a part of each answer set forth.

A. To the extent that the Plaintiff Dr. Orville Dyce's Interrogatories are in inconsistent with or enlarge upon the South Carolina Rules of Civil Procedure, Defendant objects to such Interrogatories.

B. Defendant objects to each Interrogatory that seeks the disclosure of the attorney/client privilege, the work product doctrine, or any other applicable privilege or doctrine that protects information.

C. Defendant objects to each Interrogatory to the extent that it requests information in the possession of persons or entities that are not under the control of the Defendant.

D. Defendant reserves the right to supplement or amend its answers.

1. Please state SCENT'S account receivable balance that was used to calculate the price Dr. Dyce was charged for his stock in SCENT.

Answer: Accounts receivable were not used to calculate the price Dr. Dyce was charged for his stock.

2. Please identify all billing records and account receivable reports and other documents from which SCENT computed its account receivable balance used to calculate the price Dr. Dyce was charged for his stock in SCENT.

Answer: N/A- Accounts receivable were not used to calculate the price Dr. Dyce was charged for his stock.

3. Please state the sum of the accounts receivable of SCENT, booked in accordance with SCENT's normal accounting methods, as of May 9, 2010.

Answer: $854,685 for 90 day AR; $246,823 for 60 day AR.

4. Please identify all billing records and account receivable reports and other documents from which SCENT computed the sum of the accounts receivable for SCENT, booked in accordance with SCENT's normal accounting methods, as of May 9, 2010.

Answer: See attached Collection Efficiency Report and CD of A.R.

5. Identify all persons and/or entities who received any portion of the $84,995.00 cash remaining in Somnus, LLC's bank account as of March 2010, including the amount they received, the reasons for the payment and the date of the payment.

Answer: Somnus USA, LLC received any funds remaining from Somnus LLC.

Normal expenses were paid during the operation of Somnus LLC which are reflected on the records provided to Plaintiff already.

6. Please list any and all documents you and/or your agents listed and/or consulted in answering these Interrogatories.

Answer: **Documents have already been provided.**

7. Please identify each person who answered these Interrogatories or who provided information used in answering these Interrogatories.

Answer: **Dr. Puchalski; Theresa Williams of SC ENT**

RILEY POPE & LANEY, LLC

Roy F. Laney
Nikole H. Boland
Damon C. Wlodarczyk
Post Office Box 11412
Columbia, South Carolina 29211
Telephone (803) 799-9993
Facsimile (803) 239-1414
Attorneys for Defendant Puchalski

Columbia, South Carolina

November 15, 2011

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF KERSHAW	)	Civil Action No. 2010-CP-28-323
Orville Dyce,	)	
	)	
Plaintiff,	)	
	)	**CERTIFICATE OF SERVICE**
vs.	)	
	)	
South Carolina ENT, Allergy & Sleep Medicine, P.A., and Robert Puchalski,	)	
	)	
Defendant.	)	

This is to certify that I, Damon C. Wlodarczyk, an employee with the law firm of Riley Pope & Laney, LLC, have this day caused to be served upon the person named below the **Answer to Plaintiff's Second Set of Request for Production and Plaintiff's Second Set of Interrogatories to Defendants** in the above-captioned matter via United States mail, first-class postage prepaid, to the following individuals:

Jana B. Baker, Esq.
Womble Carlyle Sandridge & Rice PLLC
5 Exchange Street
Charleston, SC 29401

DAMON C. WLODARCZYK

Columbia, South Carolina

November 15, 2011

[redacted]

----- Forwarded Message ----
From: Robert Puchalski <puchal@aol.com>
To: ASheheen@shgcpa.com
Cc: odyce@southcarolinaent.com; twilliams@southcarolinaent.com
Sent: Sun, March 11, 2007 2:45:25 PM
Subject: FW: SCENT buy in

Austin-

I know this is the busiest time for you to be dealing with a practice buy-in, so I apologize for our timing. I was under the impression that if we "carved out" the AR and the bank account, that Dr. dyce could acquire equal shares in the corporation by relinquishing his end of year bonus and applying "sweat equity". If there is a different way we should do it, could you please advise so that we can move forward with this. Our inability to get a contract will cause a bit of a stir in the billing department.

Robert Puchalski, MD, FAAOA
Managing Partner
South Carolina ENT & Facial Plastic Surgery

South Carolina ENT & Facial Plastic Surgery

www.SouthCarolinaENT.com

From: Austin M. Sheheen [mailto:ASheheen@shgcpa.com]
Sent: Friday, March 09, 2007 10:44 AM
To: orville dyce
Subject: RE: SCENT buy in

I called this morning but got a voice mail. I probably need to talk to him since I have not seen the contract and do not know what is in it. I discussed with Dr. Puchalski not selling the receivables, which will help the tax problem immensely, but did not get any further in discussing the other items for a solution. If I can read the proposed contract before it is signed, I can determine the tax consequences. A separate bank account would be set up for the receivables to keep them separate from the joint

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ownership and new payments would go into a new account. Quite complex and no contract should be signed until full understanding by all.

Austin

From: orville dyce [mailto:odyce@yahoo.com]
Sent: Friday, March 09, 2007 10:31 AM
To: Austin M. Sheheen
Cc: Robert Puchalski; contract lawyer
Subject: SCENT buy in

Hello Austin, I hope you are well. I was discussing the SCENT partnership buyin with the attorney who is helping me- Bruce Armon, and we wanted to know the tax implications for the current structure of the buyin (buying stock and forfeiting the post salary "sweeps" toward the buyin.

Additionally, any comments of the tax implications of life insurance taken out on the partners (if any)
thanks
Orville Dyce

Bored stiff? Loosen up...
Download and play hundreds of games for free on Yahoo! Games.

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DYCE/SCENT 560

P903

4693

SCENT DEF Exhibit 2

Form **1040** U.S. Individual Income Tax Return **2007** IRS Use Only - Do not write or staple in this space.

OMB No. 1545-0074

For the year Jan. 1-Dec. 31, 2007, or other tax year beginning , 2007, ending , 20

Label (See instructions on page 12.) Use the IRS label. Otherwise, please print or type. Presidential Election Campaign

	Your first name and initial	Last name	Your social security number
	ORVILLE H	DYCE	[redacted]
	If a joint return, spouse's first name and initial	Last name	Spouse's social security number
	JAMIE C	CURLEY	[redacted]
	Home address (number and street). If you have a P.O. box, see page 12.	Apt. no.	You must enter your SSN(s) above.
	401 WOODL[redacted]		
	City, town or post office, state, and ZIP code. If you have a foreign address, see page 12.		Checking a box below will not change your tax or refund.
	[redacted], SC 29550		

Check here if you, or your spouse if filing jointly, want $3 to go to this fund (see page 12) ▶ ☐ You ☐ Spouse

TAXPAYER'S COPY

Filing Status Check only one box.

1 ☐ Single
2 ☒ Married filing jointly (even if only one had income)
3 ☐ Married filing separately. Enter spouse's SSN above and full name here. ▶
4 ☐ Head of household (with qualifying person). If the qualifying person is a child but not your dependent, enter this child's name here. ▶
5 ☐ Qualifying widow(er) with dependent child (see page 14)

Exemptions

6a ☒ Yourself. If someone can claim you as a dependent, do not check box 6a
b ☒ Spouse
c Dependents:

(1) First name Last name	(2) Dependent's social security number	(3) Dependent's relationship to you	(4) ✓ if qualifying child for child tax credit (see page 15)
RAINN A DYCE	654 26 7737	DAUGHTER	X

If more than four dependents, see page 15.

d Total number of exemptions claimed

Boxes checked on 6a and 6b: 2
No. of children on 6c who:
● lived with you: 1
● did not live with you due to divorce or separation (see page 16):
Dependents on 6c not entered above:
Add numbers on lines above ▶: 3

Income

Attach Form(s) W-2 here. Also attach Forms W-2G and 1099-R if tax was withheld.

If you did not get a W-2, see page 19.

Enclose, but do not attach, any payment. Also, please use Form 1040-V.

7	Wages, salaries, tips, etc. Attach Form(s) W-2			7	269,037.
8a	Taxable interest. Attach Schedule B if required			8a	1,121.
b	Tax-exempt interest. Do not include on line 8a	8b			
9a	Ordinary dividends. Attach Schedule B if required			9a	5,969.
b	Qualified dividends (see page 19)	9b	2,162.		
10	Taxable refunds, credits, or offsets of state and local income taxes			10	59.
11	Alimony received			11	
12	Business income or (loss). Attach Schedule C or C-EZ			12	106,928.
13	Capital gain or (loss). Attach Schedule D if required. If not required, check here ▶ ☐			13	15,691.
14	Other gains or (losses). Attach Form 4797			14	
15a	IRA distributions 15a		b Taxable amount	15b	
16a	Pensions and annuities 16a	4,298.	b Taxable amount	16b	0.
17	Rental real estate, royalties, partnerships, S corporations, trusts, etc. Attach Schedule E			17	0.
18	Farm income or (loss). Attach Schedule F			18	
19	Unemployment compensation			19	
20a	Social security benefits 20a		b Taxable amount (see page 24)	20b	
21	Other income. List type and amount (see page 24)			21	
22	Add the amounts in the far right column for lines 7 through 21. This is your total income ▶			22	398,805.

Adjusted Gross Income

TAXPAYER'S COPY

23	Educator expenses (see page 26)	23			
24	Certain business expenses of reservists, performing artists, and fee-basis government officials. Attach Form 2106 or 2106-EZ	24			
25	Health savings account deduction. Attach Form 8889	25			
26	Moving expenses. Attach Form 3903	26			
27	One-half of self-employment tax. Attach Schedule SE	27	1,432.		
28	Self-employed SEP, SIMPLE, and qualified plans	28	21,099.		
29	Self-employed health insurance deduction (see page 26)	29			
30	Penalty on early withdrawal of savings	30			
31a	Alimony paid b Recipient's SSN ▶	31a			
32	IRA deduction (see page 27)	32			
33	Student loan interest deduction (see page 30) STMT 3	33			
34	Tuition and fees deduction. Attach Form 8917	34			
35	Domestic production activities deduction. Attach Form 8903	35			
36	Add lines 23 through 31a and 32 through 35			36	22,531.
37	Subtract line 36 from line 22. This is your adjusted gross income ▶			37	376,274.

7100O1
11-05-07

LHA For Disclosure, Privacy Act, and Paperwork Reduction Act Notice, see page 83.

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Form 1040 (2007)

DYCE/SCENT 1156

P2414

4694

SCENT DEF Exhibit 3

Form 1040 (2007) ORVILLE H DYCE & JAMIE C CURLEY [redacted]

Tax and Credits	38	Amount from line 37 (adjusted gross income)		38	376,274.
Standard Deduction for: • People who checked any box on line 39a or 39b or who can be claimed as a dependent.	39a	Check if: ☐ You were born before January 2, 1943, ☐ Blind. ☐ Spouse was born before January 2, 1943, ☐ Blind. Total boxes checked ▶ 39a			
	b	If your spouse itemizes on a separate return or you were a dual-status alien, see page 31 and check here ▶ 39b ☐			
	40	Itemized deductions (from Schedule A) or your standard deduction (see left margin)		40	46,532.
	41	Subtract line 40 from line 38		41	329,742.
	42	If line 38 is $117,300 or less, multiply $3,400 by the total number of exemptions claimed on line 6d.		42	3,399.
		If line 38 is over $117,300, see the worksheet on page 33		43	326,343.
	43	Taxable income. Subtract line 42 from line 41. If line 42 is more than line 41, enter -0-		44	83,680.
• All others: Single or Married filing separately, $5,350	44	Tax. Check if any tax is from: a ☐ Form(s) 8814 b ☐ Form 4972 c ☐ Form(s) 8889		45	5,108.
Married filing jointly or Qualifying widow(er), $10,700	45	Alternative minimum tax. Attach Form 6251		46	88,788.
Head of household, $7,850	46	Add lines 44 and 45			
	47	Credit for child and dependent care expenses. Attach Form 2441	47		
	48	Credit for the elderly or the disabled. Attach Schedule R	48		
	49	Education credits. Attach Form 8863	49		
	50	Residential energy credits. Attach Form 5695	50		
	51	Foreign tax credit. Attach Form 1116 if required	51		
	52	Child tax credit (see page 39). Attach Form 8901 if required	52		
	53	Retirement savings contributions credit. Attach Form 8880	53		
	54	Credits from: a ☐ Form 8396 b ☐ Form 8859 c ☐ Form 8839	54		
	55	Other credits: a ☐ Form 3800 b ☐ Form 8801 c ☐ Form ____	55		
	56	Add lines 47 through 55. These are your total credits		56	
	57	Subtract line 56 from line 46. If line 56 is more than line 46, enter -0-		57	88,788.
Other Taxes	58	Self-employment tax. Attach Schedule SE		58	2,864.
	59	Unreported social security and Medicare tax from: a ☐ Form 4137 b ☐ Form 8919		59	
	60	Additional tax on IRAs, other qualified retirement plans, etc. Attach Form 5329 if required		60	
	61	Advance earned income credit payments from Form(s) W-2, box 9		61	
	62	Household employment taxes. Attach Schedule H		62	
	63	Add lines 57 through 62. This is your total tax		63	91,652.
Payments	64	Federal income tax withheld from Forms W-2 and 1099	64	60,299.	
	65	2007 estimated tax payments and amount applied from 2006 return	65	27,240.	
If you have a qualifying child, attach Schedule EIC.	66a	Earned income credit (EIC)	66a		
	b	Nontaxable combat pay election ▶ 66b			
	67	Excess social security and tier 1 RRTA tax withheld (see page 59)	67		
	68	Additional child tax credit. Attach Form 8812	68		
	69	Amount paid with request for extension to file (see page 59)	69		
	70	Payments from: a ☐ Form 2439 b ☐ Form 4136 c ☐ Form 8885	70		
	71	Refundable credit for prior year minimum tax from Form 8801, line 27	71		
	72	Add lines 64, 65, 66a, and 67 through 71. These are your total payments		72	87,539.
Refund Direct deposit? See page 59 and fill in 74b, 74c, and 74d, or Form 8888.	73	If line 72 is more than line 63, subtract line 63 from line 72. This is the amount you overpaid		73	
	74a	Amount of line 73 you want refunded to you. If Form 8888 is attached, check here ▶ ☐		74a	
▶	b	Routing number ▶ c Type: ☐ Checking ☐ Savings ▶ d Account number			
	75	Amount of line 73 you want applied to your 2008 estimated tax ▶	75		
Amount You Owe	76	Amount you owe. Subtract line 72 from line 63. For details on how to pay, see page 60 ▶		76	4,113.
	77	Estimated tax penalty (see page 61)	77		

Third Party Designee Do you want to allow another person to discuss this return with the IRS (see page 61)? ☒ Yes. Complete the following. ☐ No

Designee's name ▶ PREPARER Phone no. ▶ Personal identification number (PIN) ▶

Sign Here Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Joint return? See page 13. Keep a copy for your records.

Your signature	Date	Your occupation	Daytime phone number
		PHYSICIAN	
Spouse's signature. If a joint return, both must sign.	Date	Spouse's occupation	

Paid Preparer's Use Only

Preparer's signature ▶ AUSTIN M. SHEHEEN	Date 07/15/08	Check if self-employed ☐	Preparer's SSN or PTIN P00186164
Firm's name (or yours if self-employed), address, and ZIP code ▶ SHEHEEN HANCOCK & GODWIN LLP CPAS PO DRAWER 428 CAMDEN, SC 29021		EIN 57-0522539	Phone no. 803-432-1424

710002 11-05-07

70.

** INTEREST NOT INCLUDED

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**** TOTAL DUE 183.

SCHEDULES A&B (Form 1040)
Department of the Treasury Internal Revenue Service
Name(s) shown on Form 1040

Schedule A - Itemized Deductions

(Schedule B is on page 2)

▶ Attach to Form 1040. ▶ See Instructions for Schedules A&B (Form 1040).

OMB No. 1545-0074

2007

Attachment Sequence No. 07

Your social security number

ORVILLE H DYCE & JAMIE C CURLEY

[redacted]

Medical and Dental Expenses		Caution. Do not include expenses reimbursed or paid by others.			
	1	Medical and dental expenses (see page A-1)	1		
	2	Enter amount from Form 1040, line 38 [2]			
	3	Multiply line 2 by 7.5% (.075)	3		
	4	Subtract line 3 from line 1. If line 3 is more than line 1, enter -0-		4	
Taxes You Paid (See page A-2.)	5	State and local (check only one box): a [X] Income taxes, or b [ ] General sales taxes ... SEE STATEMENT 7	5	24,857.	
	6	Real estate taxes (see page A-5)	6	1,931.	
	7	Personal property taxes	7	1,160.	
	8	Other taxes. List type and amount ▶FOREIGN TAXES 76.	8	76.	
	9	Add lines 5 through 8		9	28,024.
Interest You Paid (See page A-5.)	10	Home mortgage interest and points reported to you on Form 1098	10	16,433.	
	11	Home mortgage interest not reported to you on Form 1098. If paid to the person from whom you bought the home, see page A-6 and show that person's name, identifying no., and address ▶	11		
Note. Personal interest is not deductible.	12	Points not reported to you on Form 1098.	12		
	13	Qualified mortgage insurance premiums (See page A-7)	13		
	14	Investment interest. Attach Form 4952 if required. (See page A-7.)	14		
	15	Add lines 10 through 14		15	16,433.
Gifts to Charity If you made a gift and got a benefit for it, see page A-8.	16	Gifts by cash or check.	16	6,472.	
	17	Other than by cash or check. If any gift of $250 or more, see page A-8. You must attach Form 8283 if over $500	17		
	18	Carryover from prior year	18		
	19	Add lines 16 through 18		19	6,472.
Casualty and Theft Losses	20	Casualty or theft loss(es). Attach Form 4684. (See page A-9.)		20	
Job Expenses and Certain Miscellaneous Deductions (See page A-9.)	21	Unreimbursed employee expenses - job travel, union dues, job education, etc. Attach Form 2106 or 2106-EZ if required. (See page A-9.) ▶	21		
	22	Tax preparation fees	22		
	23	Other expenses - investment, safe deposit box, etc. List type and amount ▶	23		
	24	Add lines 21 through 23	24		
	25	Enter amount from Form 1040, line 38 [25]			
	26	Multiply line 25 by 2% (.02)	26		
	27	Subtract line 26 from line 24. If line 26 is more than line 24, enter -0-		27	
Other Miscellaneous Deductions	28	Other - from list on page A-10. List type and amount ▶		28	
Total Itemized Deductions	29	Is Form 1040, line 38, over $156,400 (over $78,200 if married filing separately)? [ ] No. Your deduction is not limited. Add the amounts in the far right column for lines 4 through 28. Also, enter this amount on Form 1040, line 40. STMT 8 ▶		29	46,532.
		[X] Yes. Your deduction may be limited. See page A-10 for the amount to enter.			
	30	If you elect to itemize deductions even though they are less than your standard deduction, check here ▶ [ ]			

LHA 719501 11-08-07 For Paperwork Reduction Act Notice, see Form 1040 instructions. Schedules A&B (Form 1040) 2007

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DYCE/SCENT 1158

P2416

4696

SCENT DEF Exhibit 3

Name(s) shown on Form 1040. Do not enter name and social security number if shown on page 1. Your social security number

ORVILLE H DYCE & JAMIE C CURLEY [redacted]

Schedule B - Interest and Ordinary Dividends

Attachment Sequence No. 08

Part I Interest

1 List name of payer. If any interest is from a seller-financed mortgage and the buyer used the property as a personal residence, see page B-1 and list this interest first. Also, show that buyer's social security number and address ▶

Note. If you received a Form 1099-INT, Form 1099-OID, or substitute statement from a brokerage firm, list the firm's name as the payer and enter the total interest shown on that form.

	Amount
HSBC BANK	1,121.

1

2 Add the amounts on line 1 ... 2 — 1,121.

3 Excludable interest on series EE and I U.S. savings bonds issued after 1989. Attach Form 8815 ... 3

4 Subtract line 3 from line 2. Enter the result here and on Form 1040, line 8a ▶ 4 — 1,121.

Note. If line 4 is over $1,500, you must complete Part III.

Part II Ordinary Dividends

5 List name of payer ▶

Note: If you received a Form 1099-DIV or substitute statement from a brokerage firm, list the firm's name as the payer and enter the ordinary dividends shown on that form.

	Amount
AMERITRADE	31.
AMERITRADE	116.
CGM REALTY FD	500.
DODGE & COX FUNDS	565.
CGM FOCUS FUND	1,735.
JANUS CONTRARIAN	103.
JANUS ORION	48.
JANUS GROWTH	31.
T ROWE PRICE EMERG. & MED	129.
T ROWE PRICE NEW ASIA	229.
T ROWE PRICE NEW ERA	181.
T ROWE PRICE CAPITAL APP.	299.
T ROWE PRICE MEDIA AND TEL.	283.
VANGUARD FUNDS	1,562.
FIDELITY NEW MARKETS INC.FUND	127.
FIDELITY SELECT ENERGY	8.
FIDELITY VALUE FUND	22.

5

6 Add the amounts on line 5. Enter the total here and on Form 1040, line 9a ▶ 6 — 5,969.

Note. If line 6 is over $1,500, you must complete Part III.

Part III Foreign Accounts and Trusts

You must complete this part if you (a) had over $1,500 of taxable interest or ordinary dividends; or (b) had a foreign account; or (c) received a distribution from, or were a grantor of, or a transferor to, a foreign trust.

		Yes	No
7a	At any time during 2007, did you have an interest in or a signature or other authority over a financial account in a foreign country, such as a bank account, securities account, or other financial account? See page B-2 for exceptions and filing requirements for Form TD F 90-22.1		X
b	If "Yes," enter the name of the foreign country ▶		
8	During 2007, did you receive a distribution from, or were you the grantor of, or transferor to, a foreign trust? If "Yes," you may have to file Form 3520. See page B-2		X

727501 11-08-07

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DYCE/SCENT 1159

P2417

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SCENT DEF Exhibit 3

SCHEDULE C (Form 1040)
Department of the Treasury Internal Revenue Service (99)

Profit or Loss From Business
(Sole Proprietorship)
▶ Partnerships, joint ventures, etc., must file Form 1065 or 1065-B.
▶ Attach to Form 1040, 1040NR, or 1041. ▶ See instructions for Schedule C (Form 1040).

OMB No. 1545-0074
2007
Attachment Sequence No. 09

Name of proprietor: ORVILLE H DYCE

Social security number (SSN): [redacted]

A Principal business or profession, including product or service (see page C-2): PHYSICIAN

B Enter code from pages C-8, 9, & 10 ▶ 999999

C Business name. If no separate business name, leave blank.

D Employer ID number (EIN), if any

E Business address (including suite or room no.) ▶
City, town or post office, state, and ZIP code

F Accounting method: (1) [X] Cash (2) [ ] Accrual (3) [ ] Other (specify) ▶

G Did you "materially participate" in the operation of this business during 2007? If "No," see page C-3 for limit on losses [X] Yes [ ] No

H If you started or acquired this business during 2007, check here ▶ [ ]

Part I Income

1	Gross receipts or sales. Caution. If this income was reported to you on Form W-2 and the "Statutory employee" box on that form was checked, see page C-3 and check here ▶ [ ]	1	127,152.
2	Returns and allowances	2	
3	Subtract line 2 from line 1	3	127,152.
4	Cost of goods sold (from line 42 on page 2)	4	
5	Gross profit. Subtract line 4 from line 3	5	127,152.
6	Other income, including federal and state gasoline or fuel tax credit or refund (see page C-3)	6	
7	Gross income. Add lines 5 and 6 ▶	7	127,152.

Part II Expenses. Enter expenses for business use of your home only on line 30.

8	Advertising	8		18	Office expense	18	
9	Car and truck expenses (see page C-4) STMT 9	9	16,975.	19	Pension and profit-sharing plans	19	
10	Commissions and fees	10		20	Rent or lease (see page C-5):		
11	Contract labor (see page C-4)	11		a	Vehicles, machinery, and equipment	20a	
12	Depletion	12		b	Other business property	20b	
13	Depreciation and section 179 expense deduction (not included in Part III) (see page C-4)	13		21	Repairs and maintenance	21	
14	Employee benefit programs (other than on line 19)	14		22	Supplies (not included in Part III)	22	
15	Insurance (other than health)	15		23	Taxes and licenses	23	
16	Interest:			24	Travel, meals, and entertainment:		
a	Mortgage (paid to banks, etc.)	16a		a	Travel	24a	756.
b	Other	16b		b	Deductible meals and entertainment (see page C-6)	24b	
17	Legal and professional services	17	1,031.	25	Utilities	25	
				26	Wages (less employment credits)	26	
				27	Other expenses (from line 48 on page 2)	27	1,462.

28	Total expenses before expenses for business use of home. Add lines 8 through 27 in columns ▶	28	20,224.
29	Tentative profit (loss). Subtract line 28 from line 7	29	106,928.
30	Expenses for business use of your home. Attach Form 8829	30	
31	Net profit or (loss). Subtract line 30 from line 29. • If a profit, enter on both Form 1040, line 12, and Schedule SE, line 2 or on Form 1040NR, line 13 (statutory employees, see page C-7). Estates and trusts, enter on Form 1041, line 3. • If a loss, you must go to line 32.	31	106,928.
32	If you have a loss, check the box that describes your investment in this activity (see page C-7). • If you checked 32a, enter the loss on both Form 1040, line 12, and Schedule SE, line 2 or on Form 1040NR, line 13 (statutory employees, see page C-7). Estates and trusts, enter on Form 1041, line 3. • If you checked 32b, you must attach Form 6198. Your loss may be limited.	32a [ ] All investment is at risk. 32b [ ] Some investment is not at risk.	

LHA For Paperwork Reduction Act Notice, see page C-8 of the instructions. Schedule C (Form 1040) 2007

720001 11-05-07

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DYCE/SCENT 1160

P2418

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Part III Cost of Goods Sold (see page C-7)

33 Method(s) used to value closing inventory: a ☐ Cost b ☐ Lower of cost or market c ☐ Other (attach explanation)

34 Was there any change in determining quantities, costs, or valuations between opening and closing inventory? If "Yes," attach explanation ☐ Yes ☐ No

35	Inventory at beginning of year. If different from last year's closing inventory, attach explanation	35	
36	Purchases less cost of items withdrawn for personal use	36	
37	Cost of labor. Do not include any amounts paid to yourself	37	
38	Materials and supplies	38	
39	Other costs	39	
40	Add lines 35 through 39	40	
41	Inventory at end of year	41	
42	Cost of goods sold. Subtract line 41 from line 40. Enter the result here and on page 1, line 4	42	

Part IV Information on Your Vehicle. Complete this part only if you are claiming car or truck expenses on line 9 and are not required to file Form 4562 for this business. See the instructions for line 13 on page C-4 to find out if you must file Form 4562.

43 When did you place your vehicle in service for business purposes? (month, day, year) ▶ 03/01/05

44 Of the total number of miles you drove your vehicle during 2007, enter the number of miles you used your vehicle for:
a Business 35,000 b Commuting _____ c Other _____

45 Do you (or your spouse) have another vehicle available for personal use? ☒ Yes ☐ No

46 Was your vehicle available for personal use during off-duty hours? ☒ Yes ☐ No

47 a Do you have evidence to support your deduction? ☒ Yes ☐ No
b If "Yes," is the evidence written? ☒ Yes ☐ No

Part V Other Expenses. List below business expenses not included on lines 8-26 or line 30.

WORK GLASSES	526.
STUDY COURSE	76.
PROMOTIONAL EXPENSE	860.

48 Total other expenses. Enter here and on page 1, line 27 — 48 — 1,462.

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DYCE/SCENT 1161

P2419

4699

SCENT DEF Exhibit 3

SCHEDULE D (Form 1040)
Department of the Treasury
Internal Revenue Service (99)

Capital Gains and Losses

▶ Attach to Form 1040 or Form 1040NR. ▶ See Instructions for Schedule D (Form 1040).
▶ Use Schedule D-1 to list additional transactions for lines 1 and 8.

OMB No. 1545-0074
2007
Attachment Sequence No. 12

Name(s) shown on return

Your social security number

ORVILLE H DYCE & JAMIE C CURLEY

Part I Short-Term Capital Gains and Losses - Assets Held One Year or Less

(a) Description of property (Example: 100 sh. XYZ Co.)	(b) Date acquired (Mo., day, yr.)	(c) Date sold (Mo., day, yr.)	(d) Sales price	(e) Cost or other basis	(f) Gain or (loss) Subtract (e) from (d)
1					
FIDELITY NEW MARKET FUND			255.	246.	9.
FIDELITY SELECT MEDICAL DELIVERY FUND			3,707.	3,714.	-7.

2	Enter your short-term totals, if any, from Schedule D-1, line 2	2		
3	Total short-term sales price amounts. Add lines 1 and 2 in column (d)	3	3,962.	
4	Short-term gain from Form 6252 and short-term gain or (loss) from Forms 4684, 6781, and 8824	4		
5	Net short-term gain or (loss) from partnerships, S corporations, estates, and trusts from Schedule(s) K-1	5		
6	Short-term capital loss carryover. Enter the amount, if any, from line 10 of your Capital Loss Carryover Worksheet in the instructions	6	( )	
7	Net short-term capital gain or (loss). Combine lines 1 through 6 in column (f)	7		2.

Part II Long-Term Capital Gains and Losses - Assets Held More Than One Year

(a) Description of property (Example: 100 sh. XYZ Co.)	(b) Date acquired (Mo., day, yr.)	(c) Date sold (Mo., day, yr.)	(d) Sales price	(e) Cost or other basis	(f) Gain or (loss) Subtract (e) from (d)
8					
AMERITRADE			1,599.	0.	1,599.
MUHLENKAMP FUND			2,985.	3,027.	-42.
FIDELITY NEW MARKET FUND			2,895.	2,801.	94.
FIDELITY SELECT MEDICAL DELIVERY FUND			1,667.	1,672.	-5.
JANUS GROWTH AND INCOME FUND			8,365.	8,137.	228.

9	Enter your long-term totals, if any, from Schedule D-1, line 9	9	53,483.	5,301.
10	Total long-term sales price amounts. Add lines 8 and 9 in column (d)	10	70,994.	
11	Gain from Form 4797, Part I; long-term gain from Forms 2439 and 6252; and long-term gain or (loss) from Forms 4684, 6781, and 8824	11		
12	Net long-term gain or (loss) from partnerships, S corporations, estates, and trusts from Schedule(s) K-1	12		
13	Capital gain distributions SEE STATEMENT 10	13		8,514.
14	Long-term capital loss carryover. Enter the amount, if any, from line 15 of your Capital Loss Carryover Worksheet in the instructions	14	( )	
15	Net long-term capital gain or (loss). Combine lines 8 through 14 in column (f). Then go to Part III on page 2	15		15,689.

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Part III Summary

16	Combine lines 7 and 15 and enter the result.	16	15,691.
	If line 16 is: • A gain, enter the amount from line 16 on Form 1040, line 13, or Form 1040NR, line 14. Then go to line 17 below. • A loss, skip lines 17 through 20 below. Then go to line 21. Also be sure to complete line 22. • Zero, skip lines 17 through 21 below and enter -0- on Form 1040, line 13, or Form 1040NR, line 14. Then go to line 22.		
17	Are lines 15 and 16 both gains? [X] Yes. Go to line 18. [ ] No. Skip lines 18 through 21, and go to line 22.		
18	Enter the amount, if any, from line 7 of the 28% Rate Gain Worksheet on page D-8 of the instructions ▶	18	
19	Enter the amount, if any, from line 18 of the Unrecaptured Section 1250 Gain Worksheet on page D-9 of the instructions ▶	19	
20	Are lines 18 and 19 both zero or blank? [X] Yes. Complete Form 1040 through line 43, or Form 1040NR through line 40. Then complete the Qualified Dividends and Capital Gain Tax Worksheet on page 35 of the Instructions for Form 1040 (or in the Instructions for Form 1040NR). Do not complete lines 21 and 22 below. [ ] No. Complete Form 1040 through line 43, or Form 1040NR through line 40. Then complete the Schedule D Tax Worksheet on page D-10 of the instructions. Do not complete lines 21 and 22 below.		
21	If line 16 is a loss, enter here and on Form 1040, line 13, or Form 1040NR, line 14, the smaller of: • The loss on line 16 or • ($3,000), or if married filing separately, ($1,500) Note. When figuring which amount is smaller, treat both amounts as positive numbers.	21	( )
22	Do you have qualified dividends on Form 1040, line 9b, or Form 1040NR, line 10b? [ ] Yes. Complete Form 1040 through line 43, or Form 1040NR through line 40. Then complete the Qualified Dividends and Capital Gain Tax Worksheet on page 35 of the Instructions for Form 1040 (or in the Instructions for Form 1040NR). [ ] No. Complete the rest of Form 1040 or Form 1040NR.		

720512 11-08-07

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DYCE/SCENT 1163

P2421

4701

SCENT DEF Exhibit 3

Name(s) shown on return. Do not enter name and social security number if shown on page 1. | Your social security number

ORVILLE H DYCE & JAMIE C CURLEY | [redacted]

Part II Long-Term Capital Gains and Losses - Assets Held More Than One Year

(a) Description of property (Example: 100 sh. XYZ Co.)	(b) Date acquired (Mo., day, yr.)	(c) Date sold (Mo., day, yr.)	(d) Sales price	(e) Cost or other basis	(f) Gain or (loss) Subtract (e) from (d)
JANUS MID CAP FUND			10,353.	9,188.	1,165.
T ROWE PRICE FUNDS			16,318.	13,254.	3,064.
VANGUARD FUNDS			26,812.	25,740.	1,072.
9 Totals. Add the amounts in column (d). Also, combine the amounts in column (f). Enter here and on Schedule D, line 9. ▶ 9			53,483.		5,301.

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DYCE/SCENT 1164

P2422

4702

SCENT DEF Exhibit 3

SCHEDULE E (Form 1040)

Department of the Treasury
Internal Revenue Service

Supplemental Income and Loss

(From rental real estate, royalties, partnerships, S corporations, estates, trusts, REMICs, etc.)

▶ Attach to Form 1040, 1040NR, or Form 1041. ▶ See Instructions for Schedule E (Form 1040).

OMB No. 1545-0074

2007

Attachment Sequence No. 13

Name(s) shown on return

Your social security number

ORVILLE H DYCE & JAMIE C CURLEY

[redacted]

Part I Income or Loss From Rental Real Estate and Royalties Note. If you are in the business of renting personal property, use Schedule C or C-EZ (see page E-3). If you are an individual, report farm rental income or loss from Form 4835 on page 2, line 40.

	1 List the type and location of each rental real estate property:	2 For each rental real estate property listed on line 1, did you or your family use it during the tax year for personal purposes for more than the greater of: • 14 days or • 10% of the total days rented at fair rental value? (See page E-3.)	Yes	No
A	RENTAL DANIEL ISLAND DRIVE	A		X
B		B		
C		C		

Income:		Properties A	Properties B	Properties C	Totals (Add columns A, B, and C.)
3 Rents received	3	27,106.			27,106.
4 Royalties received	4				
Expenses:					
5 Advertising	5				
6 Auto and travel (see page E-4)	6				
7 Cleaning and maintenance	7				
8 Commissions	8				
9 Insurance	9	325.			
10 Legal and other professional fees	10				
11 Management fees	11				
12 Mortgage interest paid to banks, etc. (see page E-4)	12	20,585.			20,585.
13 Other interest	13				
14 Repairs	14				
15 Supplies	15				
16 Taxes	16	4,046.			
17 Utilities	17	3,098.			
18 Other (list) ▶ SEE STATEMENT 11	18	3,457.			
19 Add lines 5 through 18	19	31,511.			31,511.
20 Depreciation expense or depletion (see page E-5)	20	16,192.			16,192.
21 Total expenses. Add lines 19 and 20	21	47,703.			
22 Income or (loss) from rental real estate or royalty properties. Subtract line 21 from line 3 (rents) or line 4 (royalties). If the result is a (loss), see page E-5 to find out if you must file Form 6198	22	-20,597.			
23 Deductible rental real estate loss. Caution. Your rental real estate loss on line 22 may be limited. See page E-5 to find out if you must file Form 8582. Real estate professionals must complete line 43 on page 2	23	(0.)	( )	( )	
24 Income. Add positive amounts shown on line 22. Do not include any losses					24 0.
25 Losses. Add royalty losses from line 22 and rental real estate losses from line 23. Enter total losses here					25 (0.)
26 Total rental real estate and royalty income or (loss). Combine lines 24 and 25. Enter the result here. If Parts II, III, IV, and line 40 on page 2 do not apply to you, also enter this amount on Form 1040, line 17, or Form 1040NR, line 18. Otherwise, include this amount in the total on line 41 on page 2					26 0.

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DYCE/SCENT 1165

P2423

4703

SCENT DEF Exhibit 3

Name of person with self-employment income (as shown on Form 1040): ORVILLE H DYCE

Social security number of person with self-employment income: [redacted]

Section B - Long Schedule SE

Part I Self-Employment Tax

Note. If your only income subject to self-employment tax is church employee income, skip lines 1 through 4b. Enter -0- on line 4c and go to line 5a. Income from services you performed as a minister or a member of a religious order is not church employee income. See page SE-1.

A If you are a minister, member of a religious order, or Christian Science practitioner and you filed Form 4361, but you had $400 or more of other net earnings from self-employment, check here and continue with Part I ☐

1	Net farm profit or (loss) from Schedule F, line 36, and farm partnerships, Schedule K-1 (Form 1065), box 14, code A. **Note.** Skip this line if you use the farm optional method (see page SE-4)		1	
2	Net profit or (loss) from Schedule C, line 31; Schedule C-EZ, line 3; Schedule K-1 (Form 1065), box 14, code A (other than farming); and Schedule K-1 (Form 1065-B), box 9, code J1. Ministers and members of religious orders, see page SE-1 for amounts to report on this line. See page SE-3 for other income to report. **Note.** Skip this line if you use the nonfarm optional method (see page SE-4) SEE STATEMENT 12		2	106,928.
3	Combine lines 1 and 2		3	106,928.
4a	If line 3 is more than zero, multiply line 3 by 92.35% (.9235). Otherwise, enter amount from line 3		4a	98,748.
b	If you elect one or both of the optional methods, enter the total of lines 15 and 17 here		4b	
c	Combine lines 4a and 4b. If less than $400, stop; you do not owe self-employment tax. Exception. If less than $400 and you had church employee income, enter -0- and continue ▶		4c	98,748.
5a	Enter your church employee income from Form W-2. See page SE-1 for definition of church employee income	5a		
b	Multiply line 5a by 92.35% (.9235). If less than $100, enter -0-		5b	
6	**Net earnings from self-employment.** Add lines 4c and 5b		6	98,748.
7	Maximum amount of combined wages and self-employment earnings subject to social security tax or the 6.2% portion of the 7.65% railroad retirement (tier 1) tax for 2007		7	97,500.00
8a	Total social security wages and tips (total of boxes 3 and 7 on Form(s) W-2) and railroad retirement (tier 1) compensation. If $97,500 or more, skip lines 8b through 10, and go to line 11	8a 97,500.		
b	Unreported tips subject to social security tax (from Form 4137, line 10)	8b		
c	Wages subject to social security tax (from Form 8919, line 10)	8c		
d	Add lines 8a, 8b, and 8c		8d	
9	Subtract line 8d from line 7. If zero or less, enter -0- here and on line 10 and go to line 11 ▶		9	
10	Multiply the smaller of line 6 or line 9 by 12.4% (.124)		10	
11	Multiply line 6 by 2.9% (.029)		11	2,864.
12	**Self-employment tax.** Add lines 10 and 11. Enter here and on Form 1040, line 58		12	2,864.
13	**Deduction for one-half of self-employment tax.** Multiply line 12 by 50% (.5). Enter the result here and on Form 1040, line 27	13 1,432.		

Part II Optional Methods To Figure Net Earnings (see page SE-4)

Farm Optional Method. You may use this method only if (a) your gross farm income [1] was not more than $2,400, or (b) your net farm profits [2] were less than $1,733.

14	Maximum income for optional methods	14	1,600.00
15	Enter the smaller of: two-thirds (2/3) of gross farm income [1] (not less than zero) or $1,600. Also include this amount on line 4b above	15	

Nonfarm Optional Method. You may use this method only if (a) your net nonfarm profits [3] were less than $1,733 and also less than 72.189% of your gross nonfarm income [4] and (b) you had net earnings from self-employment of at least $400 in 2 of the prior 3 years.

Caution. You may use this method no more than five times.

16	Subtract line 15 from line 14	16	
17	Enter the smaller of: two-thirds (2/3) of gross nonfarm income [4] (not less than zero) or the amount on line 16. Also include this amount on line 4b above	17	

[1] From Sch. F, line 11, and Sch. K-1 (Form 1065), box 14, code B.
[2] From Sch. F, line 36, and Sch. K-1 (Form 1065), box 14, code A.
[3] From Sch. C, line 31; Sch. C-EZ, line 3; Sch. K-1 (Form 1065), box 14, code A; and Sch. K-1 (Form 1065-B), box 9, code J1.
[4] From Sch. C, line 7; Sch. C-EZ, line 1; Sch. K-1 (Form 1065), box 14, code C; and Sch. K-1 (Form 1065-B), box 9, code J2.

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DYCE/SCENT 1166

P2424

4704

SCENT DEF Exhibit 3

Form **6251**

Department of the Treasury
Internal Revenue Service (99)

Alternative Minimum Tax - Individuals

▶ Attach to Form 1040 or Form 1040NR.

OMB No. 1545-0074

2007

Attachment Sequence No. 32

Name(s) shown on Form 1040 or Form 1040NR

ORVILLE H DYCE & JAMIE C CURLEY

Your social security number

[redacted]

Part I Alternative Minimum Taxable Income

1	If filing Schedule A (Form 1040), enter the amount from Form 1040, line 41, and go to line 2. Otherwise, enter the amount from Form 1040, line 38, and go to line 7. (If less than zero, enter as a negative amount.)	1	329,742.
2	Medical and dental. Enter the smaller of Schedule A (Form 1040), line 4, or 2.5% (.025) of Form 1040, line 38. If zero or less, enter -0-	2	
3	Taxes from Schedule A (Form 1040), line 9	3	28,024.
4	Enter the home mortgage interest adjustment, if any, from line 6 of the worksheet on page 2 of the instructions	4	
5	Miscellaneous deductions from Schedule A (Form 1040), line 27	5	
6	If Form 1040, line 38, is over $156,400 (over $78,200 if married filing separately), enter the amount from line 11 of the Itemized Deductions Worksheet on page A-10 of the instructions for Schedule A (Form 1040)	6	-4,397.
7	Tax refund from Form 1040, line 10 or line 21	7	-59.
8	Investment interest expense (difference between regular tax and AMT)	8	
9	Depletion (difference between regular tax and AMT)	9	
10	Net operating loss deduction from Form 1040, line 21. Enter as a positive amount	10	
11	Interest from specified private activity bonds exempt from the regular tax	11	
12	Qualified small business stock (7% of gain excluded under section 1202)	12	
13	Exercise of incentive stock options (excess of AMT income over regular tax income)	13	
14	Estates and trusts (amount from Schedule K-1 (Form 1041), box 12, code A)	14	
15	Electing large partnerships (amount from Schedule K-1 (Form 1065-B), box 6)	15	
16	Disposition of property (difference between AMT and regular tax gain or loss)	16	
17	Depreciation on assets placed in service after 1986 (difference between regular tax and AMT)	17	
18	Passive activities (difference between AMT and regular tax income or loss)	18	0.
19	Loss limitations (difference between AMT and regular tax income or loss)	19	
20	Circulation costs (difference between regular tax and AMT)	20	
21	Long-term contracts (difference between AMT and regular tax income)	21	
22	Mining costs (difference between regular tax and AMT)	22	
23	Research and experimental costs (difference between regular tax and AMT)	23	
24	Income from certain installment sales before January 1, 1987	24	
25	Intangible drilling costs preference	25	
26	Other adjustments, including income-based related adjustments	26	
27	Alternative tax net operating loss deduction	27	
28	**Alternative minimum taxable income.** Combine lines 1 through 27. (If married filing separately and line 28 is more than $207,500, see instructions)	28	353,310.

Part II Alternative Minimum Tax

29 Exemption. (If this form is for a child under age 18, see instructions.)

IF your filing status is ...	AND line 28 is not over ...	THEN enter on line 29 ...
Single or head of household	$112,500	$44,350
Married filing jointly or qualifying widow(er)	150,000	66,250
Married filing separately	75,000	33,125

STMT 13

If line 28 is over the amount shown above for your filing status, see instructions.

29		29	15,422.
30	Subtract line 29 from line 28. If more than zero, go to line 31. If zero or less, enter -0- here and on lines 33 and 35 and skip the rest of Part II	30	337,888.
31	• If you are filing Form 2555 or 2555-EZ, see page 8 of the instructions for the amount to enter. • If you reported capital gain distributions directly on Form 1040, line 13; you reported qualified dividends on Form 1040, line 9b; or you had a gain on both lines 15 and 16 of Schedule D (Form 1040) (as refigured for the AMT, if necessary), complete Part III on page 2 and enter the amount from line 55 here. • All others: If line 30 is $175,000 or less ($87,500 or less if married filing separately), multiply line 30 by 26% (.26). Otherwise, multiply line 30 by 28% (.28) and subtract $3,500 ($1,750 if married filing separately) from the result.	31	88,788.
32	Alternative minimum tax foreign tax credit (see instructions)	32	
33	Tentative minimum tax. Subtract line 32 from line 31	33	88,788.
34	Tax from Form 1040, line 44 (minus any tax from Form 4972 and any foreign tax credit from Form 1040, line 51). If you used Sch J to figure your tax, the amount from line 44 of Form 1040 must be refigured without using Sch J	34	83,680.
35	**Alternative minimum tax.** Subtract line 34 from line 33. If zero or less, enter -0-. Enter here and on Form 1040, line 45	35	5,108.

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12-26-07 LHA For Paperwork Reduction Act Notice, see instructions. Form 6251 (2007)

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Part III Tax Computation Using Maximum Capital Gains Rates

36	Enter the amount from Form 6251, line 30. If you are filing Form 2555 or 2555-EZ, enter the amount from line 3 of the worksheet in the instructions		36	337,888.
37	Enter the amount from line 6 of the Qualified Dividends and Capital Gain Tax Worksheet in the instructions for Form 1040, line 44, or the amount from line 13 of the Schedule D Tax Worksheet on page D-10 of the instructions for Schedule D (Form 1040), whichever applies (as refigured for the AMT, if necessary) (see the instructions). If you are filing Form 2555 or 2555-EZ, see instructions for the amount to enter	37 17,851.		
38	Enter the amount from Schedule D (Form 1040), line 19 (as refigured for the AMT, if necessary) (see instructions). If you are filing Form 2555 or 2555-EZ, see instructions for the amount to enter	38		
39	If you did not complete a Schedule D Tax Worksheet for the regular tax or the AMT, enter the amount from line 37. Otherwise, add lines 37 and 38, and enter the smaller of that result or the amount from line 10 of the Schedule D Tax Worksheet (as refigured for the AMT, if necessary). If you are filing Form 2555 or 2555-EZ, see instructions for the amount to enter	39 17,851.		
40	Enter the smaller of line 36 or line 39		40	17,851.
41	Subtract line 40 from line 36		41	320,037.
42	If line 41 is $175,000 or less ($87,500 or less if married filing separately), multiply line 41 by 26% (.26). Otherwise, multiply line 41 by 28% (.28) and subtract $3,500 ($1,750 if married filing separately) from the result	▶	42	86,110.
43	Enter: • $63,700 if married filing jointly or qualifying widow(er), • $31,650 if single or married filing separately, or • $42,650 if head of household.	43 63,700.		
44	Enter the amount from line 7 of the Qualified Dividends and Capital Gain Tax Worksheet in the instructions for Form 1040, line 44, or the amount from line 14 of the Schedule D Tax Worksheet on page D-10 of the instructions for Schedule D (Form 1040), whichever applies (as figured for the regular tax). If you did not complete either worksheet for the regular tax, enter -0-	44 308,492.		
45	Subtract line 44 from line 43. If zero or less, enter -0-	45 0.		
46	Enter the smaller of line 36 or line 37	46 17,851.		
47	Enter the smaller of line 45 or line 46	47		
48	Multiply line 47 by 5% (.05)	▶	48	
49	Subtract line 47 from line 46	49 17,851.		
50	Multiply line 49 by 15% (.15)	▶	50	2,678.
	If line 38 is zero or blank, skip lines 51 and 52 and go to line 53. Otherwise, go to line 51.			
51	Subtract line 46 from line 40	51		
52	Multiply line 51 by 25% (.25)	▶	52	
53	Add lines 42, 48, 50, and 52		53	88,788.
54	If line 36 is $175,000 or less ($87,500 or less if married filing separately), multiply line 36 by 26% (.26). Otherwise, multiply line 36 by 28% (.28) and subtract $3,500 ($1,750 if married filing separately) from the result		54	91,109.
55	Enter the smaller of line 53 or line 54 here and on line 31. If you are filing Form 2555 or 2555-EZ, do not enter this amount on line 31. Instead, enter it on line 4 of the worksheet in the instructions		55	88,788.

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12-26-07

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DYCE/SCENT 1168

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SCENT DEF Exhibit 3

Form **8606**

Department of the Treasury
Internal Revenue Service

Nondeductible IRAs

▶ See separate instructions.

▶ Attach to Form 1040, Form 1040A, or Form 1040NR.

OMB No. 1545-0074

2007

Attachment Sequence No. 48

Name. If married, file a separate form for each spouse required to file Form 8606. See page 5 of the instructions.

JAMIE C CURLEY

Your social security number

[redacted]

Fill in Your Address Only If You Are Filing This Form by Itself and Not With Your Tax Return

Home address (number and street, or P.O. box if mail is not delivered to your home) | Apt. no.

City, town or post office, state, and ZIP code

Part I Nondeductible Contributions to Traditional IRAs and Distributions From Traditional, SEP, and SIMPLE IRAs

Complete this part only if one or more of the following apply.

- You made nondeductible contributions to a traditional IRA for 2007.
- You took distributions from a traditional, SEP, or SIMPLE IRA in 2007 and you made nondeductible contributions to a traditional IRA in 2007 or an earlier year. For this purpose, a distribution does not include a rollover, qualified charitable distribution, one-time distribution to fund an HSA, conversion, recharacterization, or return of certain contributions.
- You converted part, but not all, of your traditional, SEP, and SIMPLE IRAs to Roth IRAs in 2007 (excluding any portion you recharacterized) and you made nondeductible contributions to a traditional IRA in 2007 or an earlier year.

1	Enter your nondeductible contributions to traditional IRAs for 2007, including those made for 2007 from January 1, 2008, through April 15, 2008 (see page 5 of the instructions)		1	
2	Enter your total basis in traditional IRAs (see page 5 of the instructions)		2	3,250.
3	Add lines 1 and 2		3	3,250.
	In 2007, did you take a distribution from traditional, SEP, or SIMPLE IRAs, or make a Roth IRA conversion? — No ▶ Enter the amount from line 3 on line 14. Do not complete the rest of Part I. — Yes ▶ Go to line 4.			
4	Enter those contributions included on line 1 that were made from January 1, 2008, through April 15, 2008		4	
5	Subtract line 4 from line 3		5	
6	Enter the value of all your traditional, SEP, and SIMPLE IRAs as of December 31, 2007, plus any outstanding rollovers (see page 6 of the instructions)	6		
7	Enter your distributions from traditional, SEP, and SIMPLE IRAs in 2007. Do not include rollovers, qualified charitable distributions, a one-time distribution to fund an HSA, conversions to a Roth IRA, certain returned contributions, or recharacterizations of traditional IRA contributions (see page 6 of the instructions)	7		
8	Enter the net amount you converted from traditional, SEP, and SIMPLE IRAs to Roth IRAs in 2007. Do not include amounts converted that you later recharacterized (see page 6 of the instructions). Also enter this amount on line 16	8		
9	Add lines 6, 7, and 8	9		
10	Divide line 5 by line 9. Enter the result as a decimal rounded to at least 3 places. If the result is 1.000 or more, enter "1.000"	10	x	
11	Multiply line 8 by line 10. This is the nontaxable portion of the amount you converted to Roth IRAs. Also enter this amount on line 17	11		
12	Multiply line 7 by line 10. This is the nontaxable portion of your distributions that you did not convert to a Roth IRA	12		
13	Add lines 11 and 12. This is the nontaxable portion of all your distributions		13	
14	Subtract line 13 from line 3. This is your total basis in traditional IRAs for 2007 and earlier years		14	3,250.
15	Taxable amount. Subtract line 12 from line 7. Also include this amount on Form 1040, line 15b; Form 1040A, line 11b; or Form 1040NR, line 16b		15	
	Note: *You may be subject to an additional 10% tax on the amount on line 15 if you were under age 59 1/2 at the time of the distribution (see page 6 of the instructions).*			

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Part II 2007 Conversions From Traditional, SEP, or SIMPLE IRAs to Roth IRAs

Complete this part if you converted part or all of your traditional, SEP, and SIMPLE IRAs to a Roth IRA in 2007 (excluding any portion you recharacterized).

Caution: *If your modified adjusted gross income is over $100,000 or you are married filing separately and you lived with your spouse at any time in 2007, you cannot convert any amount from traditional, SEP, or SIMPLE IRAs to Roth IRAs for 2007. If you erroneously made a conversion, you must recharacterize (correct) it (see page 6 of the instructions).*

16	If you completed Part I, enter the amount from line 8. Otherwise, enter the net amount you converted from traditional, SEP, and SIMPLE IRAs to Roth IRAs in 2007. Do not include amounts you later recharacterized back to traditional, SEP, or SIMPLE IRAs in 2007 or 2008 (see page 6 of the instructions)	16	
17	If you completed Part I, enter the amount from line 11. Otherwise, enter your basis in the amount on line 16 (see page 6 of the instructions)	17	
18	**Taxable amount.** Subtract line 17 from line 16. Also include this amount on Form 1040, line 15b; Form 1040A, line 11b; or Form 1040NR, line 16b	18	

Part III Distributions From Roth IRAs

Complete this part only if you took a distribution from a Roth IRA in 2007. For this purpose, a distribution does not include a rollover, qualified charitable distribution, one-time distribution to fund an HSA, recharacterization, or return of certain contributions (see page 6 of the instructions).

19	Enter your total nonqualified distributions from Roth IRAs in 2007 including any qualified first-time homebuyer distributions (see page 6 of the instructions)	19	
20	Qualified first-time homebuyer expenses (see page 7 of the instructions). Do not enter more than $10,000	20	
21	Subtract line 20 from line 19. If zero or less, enter -0- and skip lines 22 through 25	21	
22	Enter your basis in Roth IRA contributions (see page 7 of the instructions)	22	
23	Subtract line 22 from line 21. If zero or less, enter -0- and skip lines 24 and 25. If more than zero, you may be subject to an additional tax (see page 7 of the instructions)	23	
24	Enter your basis in Roth IRA conversions (see page 7 of the instructions)	24	
25	**Taxable amount.** Subtract line 24 from line 23. If zero or less, enter -0-. Also include this amount on Form 1040, line 15b; Form 1040A, line 11b; or Form 1040NR, line 16b	25	

Sign Here Only If You Are Filing This Form by Itself and Not With Your Tax Return

Under penalties of perjury, I declare that I have examined this form, including accompanying attachments, and to the best of my knowledge and belief, it is true, correct, and complete.

Your signature ▶ _____ Date ▶ _____

Paid Preparer's Use Only

Preparer's signature ▶	Date	Check if self-employed ☐	Preparer's SSN or PTIN
Firm's name (or yours if self-employed), address, and ZIP code ▶			EIN / Phone no.

Form 8606 (2007)

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10-02-07

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DYCE/SCENT 1170

P2428

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SCENT DEF Exhibit 3

Part II 2007 Conversions From Traditional, SEP, or SIMPLE IRAs to Roth IRAs

Complete this part if you converted part or all of your traditional, SEP, and SIMPLE IRAs to a Roth IRA in 2007 (excluding any portion you recharacterized).

Caution: *If your modified adjusted gross income is over $100,000 or you are married filing separately and you lived with your spouse at any time in 2007, you cannot convert any amount from traditional, SEP, or SIMPLE IRAs to Roth IRAs for 2007. If you erroneously made a conversion, you must recharacterize (correct) it (see page 6 of the instructions).*

16	If you completed Part I, enter the amount from line 8. Otherwise, enter the net amount you converted from traditional, SEP, and SIMPLE IRAs to Roth IRAs in 2007. **Do not** include amounts you later recharacterized back to traditional, SEP, or SIMPLE IRAs in 2007 or 2008 (see page 6 of the instructions)	16	
17	If you completed Part I, enter the amount from line 11. Otherwise, enter your basis in the amount on line 16 (see page 6 of the instructions)	17	
18	**Taxable amount.** Subtract line 17 from line 16. Also include this amount on Form 1040, line 15b; Form 1040A, line 11b; or Form 1040NR, line 16b	18	

Part III Distributions From Roth IRAs

Complete this part only if you took a distribution from a Roth IRA in 2007. For this purpose, a distribution does not include a rollover, qualified charitable distribution, one-time distribution to fund an HSA, recharacterization, or return of certain contributions (see page 6 of the instructions).

19	Enter your total nonqualified distributions from Roth IRAs in 2007 including any qualified first-time homebuyer distributions (see page 6 of the instructions)	19	
20	Qualified first-time homebuyer expenses (see page 7 of the instructions). **Do not** enter more than $10,000	20	
21	Subtract line 20 from line 19. If zero or less, enter -0- and skip lines 22 through 25	21	
22	Enter your basis in Roth IRA contributions (see page 7 of the instructions)	22	
23	Subtract line 22 from line 21. If zero or less, enter -0- and skip lines 24 and 25. If more than zero, you may be subject to an additional tax (see page 7 of the instructions)	23	
24	Enter your basis in Roth IRA conversions (see page 7 of the instructions)	24	
25	**Taxable amount.** Subtract line 24 from line 23. If zero or less, enter -0-. Also include this amount on Form 1040, line 15b; Form 1040A, line 11b; or Form 1040NR, line 16b	25	

Sign Here Only If You Are Filing This Form by Itself and Not With Your Tax Return

Under penalties of perjury, I declare that I have examined this form, including accompanying attachments, and to the best of my knowledge and belief, it is true, correct, and complete.

Your signature ▶ _____ Date ▶ _____

Paid Preparer's Use Only

Preparer's signature ▶		Date	Check if self-employed ☐
Preparer's SSN or PTIN			
Firm's name (or yours if self-employed), address, and ZIP code ▶		EIN	
		Phone no.	

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10-02-07

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DYCE/SCENT 1170

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SCENT DEF Exhibit 3

Form **8582**

Department of the Treasury
Internal Revenue Service (99)

Passive Activity Loss Limitations

▶ See separate instructions.
▶ Attach to Form 1040 or Form 1041.

OMB No. 1545-1008

2007

Attachment Sequence No. 88

Name(s) shown on return

Identifying number

ORVILLE H DYCE & JAMIE C CURLEY [redacted]

Part I 2007 Passive Activity Loss Caution: *Complete Worksheets 1, 2, and 3 on page 2 before completing Part I.*

Rental Real Estate Activities With Active Participation (For the definition of active participation, see Special Allowance for Rental Real Estate Activities on page 3 of the instructions.)

1a	Activities with net income (enter the amount from Worksheet 1, column (a))	1a		
b	Activities with net loss (enter the amount from Worksheet 1, column (b))	1b	-20,597.	
c	Prior years unallowed losses (enter the amount from Worksheet 1, column (c))	1c	-5,296.	
d	Combine lines 1a, 1b, and 1c			1d -25,893.

Commercial Revitalization Deductions From Rental Real Estate Activities

2a	Commercial revitalization deductions from Worksheet 2, column (a)	2a		
b	Prior year unallowed commercial revitalization deductions from Worksheet 2, column (b)	2b		
c	Add lines 2a and 2b			2c

All Other Passive Activities

3a	Activities with net income (enter the amount from Worksheet 3, column (a))	3a		
b	Activities with net loss (enter the amount from Worksheet 3, column (b))	3b		
c	Prior years unallowed losses (enter the amount from Worksheet 3, column (c))	3c		
d	Combine lines 3a, 3b, and 3c			3d

4 Combine lines 1d, 2c, and 3d. If the result is net income or zero, all losses are allowed, including any prior year unallowed losses entered on line 1c, 2b, or 3c. Do not complete Form 8582. Report the losses on the forms and schedules normally used ..... 4 -25,893.

If line 4 is a loss and:
- Line 1d is a loss, go to Part II.
- Line 2c is a loss (and line 1d is zero or more), skip Part II and go to Part III.
- Line 3d is a loss (and lines 1d and 2c are zero or more), skip Parts II and III and go to line 15.

Caution: *If your filing status is married filing separately and you lived with your spouse at any time during the year, do not complete Part II or Part III. Instead, go to line 15.*

Part II Special Allowance for Rental Real Estate Activities With Active Participation

Note: *Enter all numbers in Part II as positive amounts. See page 8 of the instructions for an example.*

5	Enter the smaller of the loss on line 1d or the loss on line 4			5	25,893.
6	Enter $150,000. If married filing separately, see the instructions	6	150,000.		
7	Enter modified adjusted gross income, but not less than zero (see the instr.)	7	377,706.		STATEMENT 18
	Note: *If line 7 is greater than or equal to line 6, skip lines 8 and 9, enter -0- on line 10. Otherwise, go to line 8.*				
8	Subtract line 7 from line 6	8			
9	Multiply line 8 by 50% (.5). Do not enter more than $25,000. If married filing separately, see the instructions			9	
10	Enter the smaller of line 5 or line 9			10	0.

If line 2c is a loss, go to Part III. Otherwise, go to line 15.

Part III Special Allowance for Commercial Revitalization Deductions From Rental Real Estate Activities

Note: *Enter all numbers in Part III as positive amounts. See the example for Part II on page 8 of the instructions.*

11	Enter $25,000 reduced by the amount, if any, on line 10. If married filing separately, see instructions	11	
12	Enter the loss from line 4	12	
13	Reduce line 12 by the amount on line 10	13	
14	Enter the smallest of line 2c (treated as a positive amount), line 11, or line 13	14	

Part IV Total Losses Allowed

15	Add the income, if any, on lines 1a and 3a and enter the total	15	
16	Total losses allowed from all passive activities for 2007. Add lines 10, 14, and 15. See the instructions to find out how to report the losses on your tax return SEE STATEMENT 17	16	0.

LHA 71078I/10-11-07 For Paperwork Reduction Act Notice, see separate instructions. Form 8582 (2007)

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DYCE/SCENT 1171

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SCENT DEF Exhibit 3

Caution: *The worksheets must be filed with your tax return. Keep a copy for your records.*

Worksheet 1 - For Form 8582, Lines 1a, 1b, and 1c (See instructions.)

Name of activity	Current year (a) Net income (line 1a)	Current year (b) Net loss (line 1b)	Prior years (c) Unallowed loss (line 1c)	Overall gain or loss (d) Gain	Overall gain or loss (e) Loss
SEE ATTACHED STATEMENT FOR WORKSHEET 1					
Total. Enter on Form 8582, lines 1a, 1b, and 1c ▶		-20,597.	-5,296.		

Worksheet 2 - For Form 8582, Lines 2a and 2b (See instructions.)

Name of activity	(a) Current year deductions (line 2a)	(b) Prior year unallowed deductions (line 2b)	(c) Overall loss
Total. Enter on Form 8582, lines 2a and 2b ▶			

Worksheet 3 - For Form 8582, Lines 3a, 3b, and 3c (See instructions.)

Name of activity	Current year (a) Net income (line 3a)	Current year (b) Net loss (line 3b)	Prior years (c) Unallowed loss (line 3c)	Overall gain or loss (d) Gain	Overall gain or loss (e) Loss
Total. Enter on Form 8582, lines 3a, 3b, and 3c ▶					

Worksheet 4 - Use this worksheet if an amount is shown on Form 8582, line 10 or 14 (See instructions.)

Name of activity	Form or schedule and line number to be reported on (see instructions)	(a) Loss	(b) Ratio	(c) Special allowance	(d) Subtract column (c) from column (a)
Total ▶					

Worksheet 5 - Allocation of Unallowed Losses (See instructions.)

Name of activity	Form or schedule and line number to be reported on (see instructions)	(a) Loss	(b) Ratio	(c) Unallowed loss
SEE ATTACHED STATEMENT FOR WORKSHEET 5				
Total ▶		25,893.	1.000000000	25,893.

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Worksheet 6 - Allowed Losses (See instructions.)

Name of activity	Form or schedule and line number to be reported on (see instructions)	(a) Loss	(b) Unallowed loss	(c) Allowed loss
	SEE ATTACHED STATEMENT FOR WORKSHEET 6			
Total ▶		25,893.	25,893.	

Worksheet 7 - Activities With Losses Reported on Two or More Forms or Schedules (See instructions.)

Name of Activity:	(a)	(b)	(c) Ratio	(d) Unallowed loss	(e) Allowed loss
Form or schedule and line number to be reported on (see instructions):					
1a Net loss plus prior year unallowed loss from form or schedule ▶					
b Net income from form or schedule ▶					
c Subtract line 1b from line 1a. If zero or less, enter -0- ▶					
Form or schedule and line number to be reported on (see instructions):					
1a Net loss plus prior year unallowed loss from form or schedule ▶					
b Net income from form or schedule ▶					
c Subtract line 1b from line 1a. If zero or less, enter -0- ▶					
Form or schedule and line number to be reported on (see instructions):					
1a Net loss plus prior year unallowed loss from form or schedule ▶					
b Net income from form or schedule ▶					
c Subtract line 1b from line 1a. If zero or less, enter -0- ▶					
Total ▶					

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ALTERNATIVE MINIMUM TAX

Form **8582**

Department of the Treasury
Internal Revenue Service (99)

Passive Activity Loss Limitations

▶ See separate instructions.
▶ Attach to Form 1040 or Form 1041.

OMB No. 1545-1008

2007

Attachment Sequence No. 88

Name(s) shown on return

ORVILLE H DYCE & JAMIE C CURLEY

Identifying number

~~083-64~~ 2427

Part I 2007 Passive Activity Loss Caution: *Complete Worksheets 1, 2, and 3 on page 2 before completing Part I.*

Rental Real Estate Activities With Active Participation (For the definition of active participation, see Special Allowance for Rental Real Estate Activities on page 3 of the instructions.)

1a	Activities with net income (enter the amount from Worksheet 1, column (a))	1a		
b	Activities with net loss (enter the amount from Worksheet 1, column (b))	1b	-20,597.	
c	Prior years unallowed losses (enter the amount from Worksheet 1, column (c))	1c	-5,296.	
d	Combine lines 1a, 1b, and 1c			1d -25,893.

Commercial Revitalization Deductions From Rental Real Estate Activities

2a	Commercial revitalization deductions from Worksheet 2, column (a)	2a		
b	Prior year unallowed commercial revitalization deductions from Worksheet 2, column (b)	2b		
c	Add lines 2a and 2b			2c

All Other Passive Activities

3a	Activities with net income (enter the amount from Worksheet 3, column (a))	3a		
b	Activities with net loss (enter the amount from Worksheet 3, column (b))	3b		
c	Prior years unallowed losses (enter the amount from Worksheet 3, column (c))	3c		
d	Combine lines 3a, 3b, and 3c			3d

4 Combine lines 1d, 2c, and 3d. If the result is net income or zero, all losses are allowed, including any prior year unallowed losses entered on line 1c, 2b, or 3c. Do not complete Form 8582. Report the losses on the forms and schedules normally used ..... 4 -25,893.

If line 4 is a loss and:
- Line 1d is a loss, go to Part II.
- Line 2c is a loss (and line 1d is zero or more), skip Part II and go to Part III.
- Line 3d is a loss (and lines 1d and 2c are zero or more), skip Parts II and III and go to line 15.

Caution: *If your filing status is married filing separately and you lived with your spouse at any time during the year,* do not *complete Part II or Part III. Instead, go to line 15.*

Part II Special Allowance for Rental Real Estate Activities With Active Participation

Note: *Enter all numbers in Part II as positive amounts. See page 8 of the instructions for an example.*

5	Enter the smaller of the loss on line 1d or the loss on line 4			5 25,893.
6	Enter $150,000. If married filing separately, see the instructions	6	150,000.	
7	Enter modified adjusted gross income, but not less than zero (see the instr.)	7	377,706.	
	Note: *If line 7 is greater than or equal to line 6, skip lines 8 and 9, enter -0- on line 10. Otherwise, go to line 8.*			
8	Subtract line 7 from line 6	8		
9	Multiply line 8 by 50% (.5). Do not enter more than $25,000. If married filing separately, see the instructions			9
10	Enter the smaller of line 5 or line 9			10 0.

If line 2c is a loss, go to Part III. Otherwise, go to line 15.

Part III Special Allowance for Commercial Revitalization Deductions From Rental Real Estate Activities

Note: *Enter all numbers in Part III as positive amounts. See the example for Part II on page 8 of the instructions.*

11	Enter $25,000 reduced by the amount, if any, on line 10. If married filing separately, see instructions	11	
12	Enter the loss from line 4	12	
13	Reduce line 12 by the amount on line 10	13	
14	Enter the smallest of line 2c (treated as a positive amount), line 11, or line 13	14	

Part IV Total Losses Allowed

15	Add the income, if any, on lines 1a and 3a and enter the total	15	
16	Total losses allowed from all passive activities for 2007. Add lines 10, 14, and 15. See the instructions to find out how to report the losses on your tax return SEE STATEMENT 22	16	0.

LHA 71976L/10-11-07 For Paperwork Reduction Act Notice, see separate instructions. Form **8582** (2007)

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P2432

4712

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Caution: *The worksheets must be filed with your tax return. Keep a copy for your records.*

Worksheet 1 - For Form 8582, Lines 1a, 1b, and 1c (See instructions.)

Name of activity	Current year		Prior years	Overall gain or loss	
	(a) Net income (line 1a)	(b) Net loss (line 1b)	(c) Unallowed loss (line 1c)	(d) Gain	(e) Loss
SEE ATTACHED STATEMENT FOR WORKSHEET 1					
Total. Enter on Form 8582, lines 1a, 1b, and 1c ▶		-20,597.	-5,296.		

Worksheet 2 - For Form 8582, Lines 2a and 2b (See instructions.)

Name of activity	(a) Current year deductions (line 2a)	(b) Prior year unallowed deductions (line 2b)	(c) Overall loss
Total. Enter on Form 8582, lines 2a and 2b ▶			

Worksheet 3 - For Form 8582, Lines 3a, 3b, and 3c (See instructions.)

Name of activity	Current year		Prior years	Overall gain or loss	
	(a) Net income (line 3a)	(b) Net loss (line 3b)	(c) Unallowed loss (line 3c)	(d) Gain	(e) Loss
Total. Enter on Form 8582, lines 3a, 3b, and 3c ▶					

Worksheet 4 - Use this worksheet if an amount is shown on Form 8582, line 10 or 14 (See instructions.)

Name of activity	Form or schedule and line number to be reported on (see instructions)	(a) Loss	(b) Ratio	(c) Special allowance	(d) Subtract column (c) from column (a)
Total ▶					

Worksheet 5 - Allocation of Unallowed Losses (See instructions.)

Name of activity	Form or schedule and line number to be reported on (see instructions)	(a) Loss	(b) Ratio	(c) Unallowed loss
SEE ATTACHED STATEMENT FOR WORKSHEET 5				
Total ▶		25,893.	1.000000000	25,893.

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Worksheet 6 - Allowed Losses (See instructions.)

Name of activity	Form or schedule and line number to be reported on (see instructions)	(a) Loss	(b) Unallowed loss	(c) Allowed loss
	SEE ATTACHED STATEMENT FOR WORKSHEET 6			
Total ▶		25,893.	25,893.	

Worksheet 7 - Activities With Losses Reported on Two or More Forms or Schedules (See instructions.)

Name of Activity:	(a)	(b)	(c) Ratio	(d) Unallowed loss	(e) Allowed loss
Form or schedule and line number to be reported on (see instructions):					
1a Net loss plus prior year unallowed loss from form or schedule ▶					
b Net income from form or schedule ▶					
c Subtract line 1b from line 1a. If zero or less, enter -0- ▶					
Form or schedule and line number to be reported on (see instructions):					
1a Net loss plus prior year unallowed loss from form or schedule ▶					
b Net income from form or schedule ▶					
c Subtract line 1b from line 1a. If zero or less, enter -0- ▶					
Form or schedule and line number to be reported on (see instructions):					
1a Net loss plus prior year unallowed loss from form or schedule ▶					
b Net income from form or schedule ▶					
c Subtract line 1b from line 1a. If zero or less, enter -0- ▶					
Total ▶					

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ORVILLE H DYCE & JAMIE C CURLEY [redacted]

FORM 1040	PENSIONS AND ANNUITIES	STATEMENT 1

NATIONAL FINANCIAL SERVICES LLC

AMOUNT RECEIVED THIS YEAR	4,298.	
NONTAXABLE AMOUNT	4,298.	
CAPITAL GAIN DISTRIBUTION REPORTED ON SCH D		
		0.
TOTAL INCLUDED IN FORM 1040, LINE 16B		

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STATEMENT(S) 1

ORVILLE H DYCE & JAMIE C CURLEY [redacted]

FORM 1040 PERSONAL EXEMPTION WORKSHEET STATEMENT 2

1.	IS THE AMOUNT ON FORM 1040, LINE 38, MORE THAN THE AMOUNT SHOWN ON LINE 4 BELOW FOR YOUR FILING STATUS? NO. STOP. MULTIPLY $3,400 BY THE TOTAL NUMBER OF EXEMPTIONS CLAIMED ON FORM 1040, LINE 6D, AND ENTER THE RESULT ON LINE 42. YES. CONTINUE			
2.	MULTIPLY $3,400 BY THE TOTAL NUMBER OF EXEMPTIONS CLAIMED ON FORM 1040, LINE 6D			10,200.
3.	ENTER THE AMOUNT FROM FORM 1040, LINE 38 . .		376,274.	
4.	ENTER THE AMOUNT FOR YOUR FILING STATUS . .		234,600.	
	SINGLE	$156,400		
	MARRIED FILING JOINTLY OR WIDOW(ER)	$234,600		
	MARRIED FILING SEPARATELY	$117,300		
	HEAD OF HOUSEHOLD	$195,500		
5.	SUBTRACT LINE 4 FROM LINE 3		141,674.	
6.	IS LINE 5 MORE THAN $122,500 ($61,250 IF MARRIED FILING SEPARATELY)? [X] YES. MULTIPLY $1,133 BY THE TOTAL NUMBER OF EXEMPTIONS CLAIMED ON FORM 1040, LINE 6D. ENTER THE RESULT HERE AND ON FORM 1040, LINE 42. DO NOT COMPLETE THE REST OF THIS WORKSHEET. [ ] NO. DIVIDE LINE 5 BY $2,500 ($1,250 IF MARRIED FILING SEPARATELY). IF THE RESULT IS NOT A WHOLE NUMBER, INCREASE IT TO THE NEXT WHOLE NUMBER (FOR EXAMPLE, INCREASE 0.0004 TO 1)		3,399.	
7.	MULTIPLY LINE 6 BY 2% (.02) AND ENTER THE RESULT AS A DECIMAL			
8.	MULTIPLY LINE 2 BY LINE 7			
9.	DIVIDE LINE 8 BY 1.5			
10.	SUBTRACT LINE 9 FROM LINE 2. TOTAL TO FORM 1040, LINE 42.			

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STATEMENT(S) 2

ORVILLE H DYCE & JAMIE C CURLEY [redacted]

FORM 1040 STUDENT LOAN INTEREST DEDUCTION STATEMENT 3

1.	ENTER THE TOTAL INTEREST PAID IN 2007 ON QUALIFIED STUDENT LOANS. DO NOT ENTER MORE THAN $2,500	2,500.
2.	ENTER THE AMOUNT FROM FORM 1040, LINE 22	398,805.
3.	ENTER THE TOTAL OF THE AMOUNTS FROM FORM 1040, LINES 23 THROUGH 32 PLUS ANY WRITE-IN ADJUSTMENTS YOU ENTERED ON THE DOTTED LINE NEXT TO LINE 36	22,531.
4.	SUBTRACT LINE 3 FROM LINE 2	376,274.
5.	ENTER THE AMOUNT SHOWN BELOW FOR YOUR FILING STATUS. * SINGLE, HEAD OF HOUSEHOLD, OR QUALIFYING WIDOW(ER)-$55,000 * MARRIED FILING JOINTLY-$110,000	110,000.
6.	IS THE AMOUNT ON LINE 4 MORE THAN THE AMOUNT ON LINE 5? [ ] NO. SKIP LINES 6 AND 7, ENTER -0- ON LINE 8, AND GO TO LINE 9 [X] YES. SUBTRACT LINE 5 FROM LINE 4	266,274.
7.	DIVIDE LINE 6 BY $15,000 ($30,000 IF MARRIED FILING JOINTLY). ENTER THE RESULT AS A DECIMAL (ROUNDED TO AT LEAST THREE PLACES). IF THE RESULT IS 1.000 OR MORE, ENTER 1.000	1.000
	MULTIPLY LINE 1 BY LINE 7.	2,500.
9.	STUDENT LOAN INTEREST DEDUCTION. SUBTRACT LINE 8 FROM LINE 1. ENTER THE RESULT HERE AND ON FORM 1040, LINE 33	0.

FORM 1040 WAGES RECEIVED AND TAXES WITHHELD STATEMENT 4

T S	EMPLOYER'S NAME	AMOUNT PAID	FEDERAL TAX WITHHELD	STATE TAX WITHHELD	CITY SDI TAX W/H	FICA TAX	MEDICARE TAX
S	TAKEDA PHARMACEUTICALS	44,437.	8,805.	2,901.		3,015.	705.
T	KERSHAW ENT	224,600.	51,494.	15,422.		6,045.	3,480.
TOTALS		269,037.	60,299.	18,323.		9,060.	4,185.

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STATEMENTS 3, 4

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P2437

4717

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ORVILLE H DYCE & JAMIE C CURLEY [redacted]

FORM 1040 QUALIFIED DIVIDENDS STATEMENT 5

NAME OF PAYER	ORDINARY DIVIDENDS	QUALIFIED DIVIDENDS
AMERITRADE	31.	31.
AMERITRADE	116.	116.
CGM REALTY FD	500.	50.
DODGE & COX FUNDS	565.	504.
CGM FOCUS FUND	1,735.	61.
JANUS CONTRARIAN	103.	94.
JANUS ORION	48.	37.
JANUS GROWTH	31.	11.
T ROWE PRICE EMERG. & MED	129.	66.
T ROWE PRICE NEW ASIA	229.	89.
T ROWE PRICE NEW ERA	181.	141.
T ROWE PRICE CAPITAL APP.	299.	108.
T ROWE PRICE MEDIA AND TEL.	283.	79.
VANGUARD FUNDS	1,562.	745.
FIDELITY SELECT ENERGY	8.	8.
FIDELITY VALUE FUND	22.	22.
TOTAL INCLUDED IN FORM 1040, LINE 9B		2,162.

ORM 1040 LATE PAYMENT INTEREST STATEMENT 6

DESCRIPTION	DATE	AMOUNT	BALANCE	RATE	DAYS	INTEREST
TAX DUE	04/15/08	4,113.	4,113.	.0600	76	52.
INTEREST RATE CHANGE	06/30/08	0.	4,165.	.0500	31	18.
DATE FILED	07/31/08		4,183.			
TOTAL LATE PAYMENT INTEREST						70.

SCHEDULE A STATE AND LOCAL INCOME TAXES STATEMENT 7

DESCRIPTION	AMOUNT
TAKEDA PHARMACEUTICALS	2,901.
KERSHAW ENT	15,422.
SOUTH CAROLINA 1ST QTR ESTIMATE PAYMENTS	1,180.
SOUTH CAROLINA 2ND QTR ESTIMATE PAYMENTS	1,180.
SOUTH CAROLINA 3RD QTR ESTIMATE PAYMENTS	1,180.
SOUTH CAROLINA PRIOR YEAR BALANCE DUE AND EXTENSION PAYMENTS	2,994.
TOTAL TO SCHEDULE A, LINE 5	24,857.

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ORVILLE H DYCE & JAMIE C CURLEY [redacted]

SCHEDULE A — ITEMIZED DEDUCTIONS WORKSHEET — STATEMENT 8

1.	ENTER THE TOTAL OF THE AMOUNTS FROM SCHEDULE A, LINES 4, 9, 15, 19, 20, 27, AND 28		50,929.
2.	ENTER THE TOTAL OF THE AMOUNTS FROM SCHEDULE A, LINES 4, 14, AND 20, PLUS ANY GAMBLING AND CASUALTY OR THEFT LOSSES INCLUDED ON LINE 28		0.
3.	IS THE AMOUNT ON LINE 2 LESS THAN THE AMOUNT ON LINE 1? IF NO, YOUR DEDUCTION IS NOT LIMITED. ENTER THE AMOUNT FROM LINE 1 ABOVE ON SCHEDULE A, LINE 29. IF YES, SUBTRACT LINE 2 FROM LINE 1		50,929.
4.	MULTIPLY LINE 3 BY 80% (.80)	40,743.	
5.	ENTER THE AMOUNT FROM FORM 1040, LINE 38	376,274.	
6.	ENTER: $156,400 ($78,200 IF MARRIED FILING SEPARATELY)	156,400.	
7.	IS THE AMOUNT ON LINE 6 LESS THAN THE AMOUNT ON LINE 5? IF NO, YOUR DEDUCTION IS NOT LIMITED. ENTER THE AMOUNT FROM LINE 1 ABOVE ON SCHEDULE A, LINE 29. IF YES, SUBTRACT LINE 6 FROM LINE 5	219,874.	
8.	MULTIPLY LINE 7 BY 3% (.03)	6,596.	
9.	ENTER THE SMALLER OF LINE 4 OR LINE 8		6,596.
10.	DIVIDE LINE 9 BY 3		2,199.
11.	SUBTRACT LINE 10 FROM LINE 9		4,397.
12.	TOTAL ITEMIZED DEDUCTIONS. SUBTRACT LINE 11 FROM LINE 1. ENTER THE RESULT HERE AND ON SCHEDULE A, LINE 29		46,532.

SCHEDULE C — CAR AND TRUCK EXPENSES — STATEMENT 9

DESCRIPTION	AMOUNT
VEHICLE NUMBER 1 - 35000 BUSINESS MILES @ $0.485	16,975.
TOTAL TO SCHEDULE C, LINE 9	16,975.

STATEMENT(S) 8, 9

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ORVILLE H DYCE & JAMIE C CURLEY [redacted]

SCHEDULE D — CAPITAL GAIN DISTRIBUTIONS — STATEMENT 10

NAME OF PAYER	TOTAL CAPITAL GAIN	28% GAIN
CGM REALTY FD	572.	
DODGE & COX FUNDS	391.	
CGM FOCUS FUND	356.	
FIDELITY SELECT MEDICAL	51.	
JANUS CONTRARIAN	1,038.	
T ROWE PRICE EMERG. & MED	629.	
T ROWE PRICE NEW ASIA	793.	
T ROWE PRICE NEW ERA	557.	
T ROWE PRICE CAPITAL APP.	406.	
T ROWE PRICE MEDIA AND TEL.	658.	
VANGUARD FUNDS	2,173.	
FIDELITY SELECT ENERGY	611.	
FIDELITY VALUE FUND	279.	
TOTALS TO SCHEDULE D, LINE 13	8,514.	

SCHEDULE E — OTHER EXPENSES — STATEMENT 11

:NTAL - DANIEL ISLAND DRIVE

DESCRIPTION	AMOUNT
HOA FEE	2,760.
ASSESMENT	697.
TOTAL TO SCHEDULE E, PAGE 1, LINE 18	3,457.

SCHEDULE SE — NON-FARM INCOME — STATEMENT 12

DESCRIPTION	AMOUNT
PHYSICIAN	106,928.
TOTAL TO SCHEDULE SE, LINE 2	106,928.

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STATEMENT(S) 10, 11, 12

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P2440

4720

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ORVILLE H DYCE & JAMIE C CURLEY [redacted]

FORM 6251 — EXEMPTION WORKSHEET — STATEMENT 13

1	ENTER: $44,350 IF SINGLE OR HEAD OF HOUSEHOLD; $66,250 IF MARRIED FILING JOINTLY OR QUALIFYING WIDOW(ER); $33,125 IF MARRIED FILING SEPARATELY.		66,250.
2	ENTER YOUR ALTERNATIVE MINIMUM TAXABLE INCOME (AMTI) FORM 6251, LINE 28	353,310.	
3	ENTER: $112,500 IF SINGLE OR HEAD OF HOUSEHOLD; $150,000 IF MARRIED FILING JOINTLY OR QUALIFYING WIDOW(ER); $75,000 IF MARRIED FILING SEPARATELY	150,000.	
4	SUBTRACT LINE 3 FROM LINE 2. IF ZERO OR LESS ENTER -0-	203,310.	
5	MULTIPLY LINE 4 BY 25% (.25)		50,828.
6	SUBTRACT LINE 5 FROM LINE 1. IF ZERO OR LESS, ENTER -0-. IF THIS FORM IS FOR A CHILD UNDER AGE 18, GO TO LINE 7 BELOW. OTHERWISE, STOP HERE AND ENTER THIS AMOUNT ON FORM 6251, LINE 29, AND GO TO FORM 6251, LINE 30		15,422.
7	CHILD'S MINIMUM EXEMPTION AMOUNT.		
8	ENTER THE CHILD'S EARNED INCOME, IF ANY		
9	ADD LINES 7 AND 8		
10	ENTER THE SMALLER OF LINE 6 OR LINE 9 HERE AND ON FORM 6251, LINE 29, AND GO TO FORM 6251, LINE 30		

FORM 8582 — ACTIVE RENTAL OF REAL ESTATE - WORKSHEET 1 — STATEMENT 14

NAME OF ACTIVITY	CURRENT YEAR NET INCOME	CURRENT YEAR NET LOSS	PRIOR YEAR UNALLOWED LOSS	OVERALL GAIN OR LOSS GAIN	OVERALL GAIN OR LOSS LOSS
RENTAL - DANIEL ISLAND DRIVE	0.	-20,597.	-5,296.		-25,893.
TOTALS	0.	-20,597.	-5,296.		-25,893.

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STATEMENT(S) 13, 14

DYCE/SCENT 1183

P2441

4721

SCENT DEF Exhibit 3

ORVILLE H DYCE & JAMIE C CURLEY [redacted]

FORM 8582 ALLOCATION OF UNALLOWED LOSSES - WORKSHEET 5 STATEMENT 15

NAME OF ACTIVITY	FORM OR SCHEDULE	LOSS	RATIO	UNALLOWED LOSS
RENTAL - DANIEL ISLAND DRIVE	SCH E	25,893.	1.000000000	25,893.
TOTALS		25,893.	1.000000000	25,893.

FORM 8582 ALLOWED LOSSES - WORKSHEET 6 STATEMENT 16

NAME OF ACTIVITY	FORM OR SCHEDULE	LOSS	UNALLOWED LOSS	ALLOWED LOSS
RENTAL - DANIEL ISLAND DRIVE	SCH E	25,893.	25,893.	
TOTALS		25,893.	25,893.	

FORM 8582 SUMMARY OF PASSIVE ACTIVITIES STATEMENT 17

REA	NAME	FORM OR SCHEDULE	GAIN/LOSS	PRIOR YEAR C/O	NET GAIN/LOSS	UNALLOWED LOSS	ALLOWED LOSS
X	RENTAL - DANIEL ISLAND DRIVE	SCH E	-20,597.	-5,296.	-25,893.	25,893.	
TOTALS			-20,597.	-5,296.	-25,893.	25,893.	

PRIOR YEAR CARRYOVERS ALLOWED DUE TO CURRENT YEAR NET ACTIVITY INCOME

TOTAL TO FORM 8582, LINE 16

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STATEMENTS 15, 16, 17

DYCE/SCENT 1184

P2442

4722

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ORVILLE H DYCE & JAMIE C CURLEY [redacted]

FORM 8582 MODIFIED AGI STATEMENT 18

INCOME		
WAGES, SALARIES, TIPS ETC.		269,037.
DIVIDEND INCOME		5,969.
TAXABLE REFUNDS		59.
ALIMONY RECEIVED		
TAXABLE IRA DISTRIBUTIONS		
TAXABLE PENSIONS AND ANNUITIES		
UNEMPLOYMENT COMPENSATION		
OTHER INCOME		
INTEREST INCOME	1,121.	
ADD: SERIES EE AND I EXCLUSION		
		1,121.
BUSINESS INCOME OR LOSS	106,928.	
ADD: PASSIVE LOSSES		
SUBTRACT: PASSIVE INCOME		
		106,928.
SALE OF ASSETS	15,691.	
ADD: PASSIVE/RREA PROFESSIONAL LOSSES		
SUBTRACT: PASSIVE INCOME		
		15,691.
RENTAL, ROYALTY OR PASSTHROUGH INCOME OR LOSS		
ADD: PASSIVE/RREA PROFESSIONAL LOSSES		
SUBTRACT: PASSIVE INCOME		
FARM OR FARM RENTAL INCOME OR LOSS		
ADD: PASSIVE/RREA PROFESSIONAL LOSSES		
SUBTRACT: PASSIVE INCOME		
TOTAL INCOME		398,805.
ADJUSTMENTS		
MOVING EXPENSES		
SELF-EMPLOYED HEALTH INSURANCE DEDUCTION		
PENALTY ON EARLY WITHDRAWAL OF SAVINGS		
ALIMONY PAID		
KEOGH/SEP DEDUCTION	21,099.	
OTHER ADJUSTMENTS		
TOTAL ADJUSTMENTS		21,099.
TOTAL TO FORM 8582, LINE 7		377,706.

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STATEMENTS 18

DYCE/SCENT 1185

P2443

4723

SCENT DEF Exhibit 3

ORVILLE H DYCE & JAMIE C CURLEY [redacted]

FORM 8582 ALTERNATIVE MINIMUM TAX STATEMENT 19
ACTIVE RENTAL OF REAL ESTATE - WORKSHEET 1

NAME OF ACTIVITY	CURRENT YEAR NET INCOME	CURRENT YEAR NET LOSS	PRIOR YEAR UNALLOWED LOSS	OVERALL GAIN OR LOSS GAIN	OVERALL GAIN OR LOSS LOSS
RENTAL - DANIEL ISLAND DRIVE	0.	-20,597.	-5,296.		-25,893.
TOTALS	0.	-20,597.	-5,296.		-25,893.

FORM 8582 ALTERNATIVE MINIMUM TAX STATEMENT 20
ALLOCATION OF UNALLOWED LOSSES - WORKSHEET 5

NAME OF ACTIVITY	FORM OR SCHEDULE	LOSS	RATIO	UNALLOWED LOSS
RENTAL - DANIEL ISLAND DRIVE	SCH E	25,893.	1.000000000	25,893.
TOTALS		25,893.	1.000000000	25,893.

FORM 8582 ALTERNATIVE MINIMUM TAX STATEMENT 21
ALLOWED LOSSES - WORKSHEET 6

NAME OF ACTIVITY	FORM OR SCHEDULE	LOSS	UNALLOWED LOSS	ALLOWED LOSS
RENTAL - DANIEL ISLAND DRIVE	SCH E	25,893.	25,893.	
TOTALS		25,893.	25,893.	

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ORVILLE H DYCE & JAMIE C CURLEY [redacted]

FORM 8582AMT SUMMARY OF PASSIVE ACTIVITIES - AMT STATEMENT 22

R R E A -	NAME	FORM OR SCHEDULE	GAIN/LOSS	PRIOR YEAR C/O	NET GAIN/LOSS	UNALLOWED LOSS	ALLOWED LOSS
X	RENTAL - DANIEL ISLAND DRIVE	SCH E	-20,597.	-5,296.	-25,893.	25,893.	
TOTALS			-20,597.	-5,296.	-25,893.	25,893.	

PRIOR YEAR CARRYOVERS ALLOWED DUE TO CURRENT YEAR NET ACTIVITY INCOME

TOTAL TO FORM 8582AMT, LINE 16

CONFIDENTIAL STATEMENT(S) 22

1019

Do not write in this space - OFFICE USE

SC1040
(Rev. 9/27/07) 3075

SOUTH CAROLINA INDIVIDUAL INCOME TAX RETURN 2007

For the year January 1 - December 31, 2007, or fiscal tax year beginning _____ and ending _____

Print Your first name and initial (Sr, Jr, 2nd, 3rd, 4th)	Last name	Check if Deceased	Your Social Security number
ORVILLE H	DYCE		[redacted]
Spouse's first name and initial, if married filing jointly	**Spouse's last name**	**Check if Deceased**	**Spouse's Social Security number**
JAMIE C	CURLEY		[redacted]

Check if new address	Present mailing address (number and street, Apt. No or P.O. Box)	County code	Do not write in this space - OFFICE USE
	[redacted]	16	

City, state and ZIP code	Area Code Daytime telephone
[redacted]	843-38-31667

For Office Use Only ▶

Check this box if you are filing SC Schedule NR (Part year/Nonresident) ▶

Check this box if you have filed a federal or state extension ▶

Check this box if filing a composite return for partnership or "S" corporation. ▶

CHECK YOUR FEDERAL FILING STATUS: (1) ☐ Single (3) ☐ Married filing separately. Enter spouse's SSN here: _____ (2) ☒ Married filing jointly (4) ☐ Head-of-household (5) ☐ Widow(er) with dependent child

Federal Exemptions: Enter the number of exemptions from line 6(d) of your 2007 federal return. ▶ 3

How many of the exemptions listed above were under the age of 6 years on December 31, 2007? ▶ 1

Enter the number of taxpayers age 65 or older, as of December 31, 2007. ▶ 0

STAPLE PAYMENT HERE

STAPLE W-2 / 1099 HERE

					Dollars	Cents
1	Enter Federal taxable income from your federal Form 1040, line 43; 1040A, line 27; or 1040EZ, line 6. If zero or less, enter zero here. **STOP!** Resident filers complete lines 32 through 54. Nonresident filers complete Schedule NR and enter total from line 49 on line 5 below.	▶		1	326343	00
2	TOTAL ADDITIONS. Enter amount from line 37.	▶		2	22711	00
3	Add lines 1 and 2. Enter total here.			3	349054	00
4	TOTAL SUBTRACTIONS. Enter amount from line 54.	▶		4	< 123858	00 >
5	South Carolina INCOME SUBJECT TO TAX. Residents subtract line 4 from line 3 and enter the difference. Nonresidents enter amount from Schedule NR, line 49. If less than zero, enter zero.	▶		5	225196	00
6	TAX. Enter tax from SOUTH CAROLINA tax tables.		6 15316 00			
7	TAX on Lump Sum Distribution (Attach SC4972)	▶	7 00			
8	TAX on Active Trade or Business Income (Attach I-335)	▶	8 6330 00			
9	TAX on Excess Withdrawals from Catastrophe Savings Accounts	▶	9 00			
10	TOTAL South Carolina tax. Add lines 6, 7, 8 and 9. Enter the total.			10	21646	00
11	Child and Dependent Care (See instructions)	▶	11 00			
12	Two Wage Earner Credit (See instructions)	▶	12 210 00			
13	Other Non-refundable Credits (Attach SC1040TC)	▶	13 00			
14	TOTAL Non-refundable Credits. Add lines 11 through 13 and enter the total.			14	210	00
15	SUBTRACT line 14 from line 10. Enter the difference BUT NOT LESS THAN ZERO.			15	21436	00
16	SC INCOME TAX WITHHELD (Attach W-2 or SC41) ▶ 18323 00	20	Other SC Withholding (Attach Form 1099) ▶ 00			
17	2007 Estimated Tax Payments ▶ 4720 00	21	Tuition Tax Credit (Attach I-319) ▶ 00			
18	Amount Paid with extension ▶ 00	22	Other Refundable Credit (Attach I-333 or I-334) ▶ 00			
19	NR sale of real estate ▶ 00					
23	ADD lines 16 through 22 and enter the total.			23	23043	00
24	If line 23 is LARGER than line 15, subtract line 15 from line 23 and enter the OVERPAYMENT.			24	1607	00
25	If line 15 is LARGER than line 23, subtract line 23 from line 15 and enter the AMOUNT DUE.			25		00
26	USE TAX (Due on Out-of-state Purchases. See instructions)	▶	26 00			
27	Amount of line 24 to be credited to your 2008 ESTIMATED TAX.	▶	27 1607 00			
28	Total Contributions for Check-offs (Attach I-330)	▶	28 00			
29	ADD lines 26 through 28 and enter the total.			29	1607	00
30	NET REFUND: If line 29 is larger than line 24, go to line 31. Otherwise, subtract line 29 from line 24 and enter the AMOUNT TO BE REFUNDED TO YOU.		REFUND ▶	30	0	00
31	NET DUE: ADD lines 25 and 29 and, if applicable, penalty amount. If line 29 is larger than line 24, subtract line 24 from line 29. Enter the AMOUNT YOU OWE. If subject to penalty for Underpayment of Estimated Tax, attach SC2210. (See instructions)		Penalty: $ _____ BALANCE DUE ▶	31		00

Tip Make sure lines 16-22 are completed.

777001
12-04-07

Staple a check or money order for the full amount payable to "SC Department of Revenue." Write your Social Security number and "2007 SC1040" on the payment.

30751010

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P2446

4726

SCENT DEF Exhibit 3

STOP! Resident filers complete lines 32 through 54.
Nonresident filers complete Schedule NR. Do not complete lines 32 through 54.

PART 1 ADDITIONS TO FEDERAL TAXABLE INCOME		Dollars	Cents
32 State tax addback, if itemizing on federal return. SEE STATEMENT 6	32	22711	00
33 Out-of-state losses - (See instructions)	33		00
34 Expenses related to National Guard and Military Reserve income.	34		00
35 Interest income on obligations of states and political subdivisions other than South Carolina.	35		00
36 Other additions to income. Attach an explanation (See instructions)	36		00
37 TOTAL ADDITIONS ---- add lines 32 through 36 and enter your total additions to income here and on line 2.	37	22711	00

PART 2 SUBTRACTIONS FROM FEDERAL TAXABLE INCOME				Dollars	Cents
38 State tax refund, if included on line 10, on your federal Form 1040.	38	59	00		
39 Total and permanent disability retirement income, if taxed on your federal return.	39		00		
40 Out-of-state income/gain - Do not include personal service income. (See instructions)	40		00		
41 44% of net capital gains held for more than one year (See instructions) STMT 7	41	6903	00		
42 Volunteer Firefighter/Rescue Squad Worker/Volunteer HAZMAT Team Member/ Reserve Police Officer/DNR Deputy Enforcement Officer/State Guard Member deduction. (See instructions)	42		00		
43 Contributions to the SC Tuition Prepayment Program or the SC College Investment Program. (See instructions)	43	8000	00		
44 Active Trade or Business Income Deduction (See instructions)	44	105496	00		
45 Interest income from obligations of the US government.	45		00		
46 National Guard or Reserve annual training and drill pay. (See instructions)	46		00		
47 Social Security and/or railroad retirement, if taxed on your federal return.	47		00		
48 **Caution: Retirement Deduction - (See instructions)**					
a) Taxpayer: Date of Birth _____	48a		00		
b) Spouse: Date of Birth _____	48b		00		
c) Surviving Spouse: Date of Birth of Deceased Spouse _____	48c		00		
49 Age 65 and older deduction - (See instructions)					
a) Taxpayer: Date of Birth _____	49a		00		
b) Spouse: Date of Birth _____	49b		00		
50 Negative amount of federal taxable income.	50		00		
51 Subsistence Allowance _____ days @ $8.00	51		00		
52 Dependents under the age of 6 years on December 31, 2007. Date of Birth 04/05/2007 SSN 654-26-7737 Date of Birth _____ SSN _____	52	3400	00		
53 Other subtractions. (See instructions) _____	53		00		
54 TOTAL SUBTRACTIONS ---- add lines 38 through 53 and enter the total here and on line 4.	54	123858	00		

I declare that this return and all attachments are true, correct and complete to the best of my knowledge and belief.

Your Signature	Date	Spouse's Signature (if jointly, BOTH must sign)
I authorize the Director of the Department of Revenue or delegate to discuss this return, attachments and related tax matters with the preparer. Yes [X] No [ ]		Preparer's Printed Name AUSTIN M. SHEHEEN

If prepared by a person other than taxpayer, his declaration is based on all information of which he has any knowledge.

Paid Preparer's Use Only
Prepared by: AUSTIN M. SHEHEEN Date: 07/15/08 Address: [redacted]
EI Number: 57-0522539 Phone Number: 803-432-1424 City: CAMDEN [redacted] State ZIP

ATTACH A COMPLETE COPY OF YOUR FEDERAL RETURN ONLY IF you have income and/or (loss) on federal Schedules C, D, E, F or filed a SC Schedule NR, SC1040TC, I-319 or I-335.

PFX 777002 12-04-07

MAIL RETURN TO THE PROPER ADDRESS

REFUNDS OR ZERO TAX:
SC1040 PROCESSING CENTER
P.O. BOX 101100
COLUMBIA SC 29211-0100

BALANCE DUE:
TAXABLE PROCESSING CENTER
P.O. BOX 101105
COLUMBIA SC 29211-0105

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DYCE/SCENT 1189

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SCENT DEF Exhibit 3

1019

STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE

ACTIVE TRADE OR BUSINESS INCOME REDUCED RATE COMPUTATION

(Complete one I-335 for each return)
(Attach I-335 and all supporting Worksheets to SC1040 or SC1041)

I-335
(Rev. 9/28/07)
3410

For the year January 1 - December 31, 2007, or fiscal tax year beginning _____ and ending _____

Print your name	Spouse's first name	Your Social Security number
DYCE ORVILLE H	JAMIE C	[redacted]
		Spouse's Social Security number 573-73-4698

1a. Enter amount from Worksheet 1, line 3	1a. $	105496.00
1b. Enter total of amounts from Worksheet 2, line 22, Column C	1b. $	.00
1c. Add lines 1a and 1b	1c. $	105496.00
2a. Enter any adjustments necessary because of at-risk rules, South Carolina net operating losses, and/or passive activity losses. <Enter in brackets if the adjustment is negative.> Enter -0- if no adjustments are necessary	2a. $	.00
2b. Enter the amount of one-half of self-employment tax on partnership income related to South Carolina. Do not include the amount on line 2 of Worksheet 1.	2b. $	.00
2c. Line 2a minus line 2b. <Enter in brackets if negative.>	2c. $	.00
3. Add lines 1c and 2c. If zero or negative, STOP - DO NOT PROCEED	3. $	105496.00
4. Enter amounts reasonably related to personal services of the taxpayer, the taxpayer's spouse, or any person claimed as dependent on the taxpayer's income tax return (see Rules for Using Safe Harbor below). Do not include amounts from W-2s or 1099s or guaranteed payments for personal services	4. $	.00
☐ Check here if using Safe Harbor		
5. Subtract line 4 from line 3. If greater than zero, enter on SC1040, line 44; Schedule NR, line 39; or SC1041, Part I, line 2d. If zero or negative, STOP - DO NOT PROCEED	5. $	105496.00
6. Tax Year 2007 rate on qualifying active trade or business income	6.	6% (.06)
7. Multiply line 5 by line 6 (enter here and on SC1040, line 8; or on SC1041, line 9)	7. $	6330.00

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STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE

WORKSHEET 1
PASS-THROUGH INCOME FROM A SOLE PROPRIETORSHIP

(Complete one Worksheet 1 for all Schedules C, C-EZ and F)
(Attach Worksheet 1 to your return)

I-335A
(Rev. 9/28/07)
3421

For the year January 1 - December 31, 2007, or fiscal tax year beginning _____ and ending _____

Print your name	Spouse's first name	Your Social Security number
DYCE ORVILLE H	JAMIE C	[redacted]
		Spouse's Social Security number [redacted]

In order to use the flat tax rate on active trade or business income, an individual, estate or trust with pass-through income from one or more sole proprietorships or single-member LLCs not taxed as corporations must complete Worksheet 1.

A taxpayer needs to complete only one Worksheet 1 for all federal Schedules C, C-EZ and F.

1. South Carolina net profit (loss) all federal Schedules C, C-EZ and F	1. $	106928.00
2. One half of the self-employment tax related to line 1 (enter the amount from line 27 of federal Form 1040 if all business income is taxable to South Carolina)	2. $	1432.00
3. Subtract line 2 from line 1 and enter here and on I-335, line 1a	3. $	105496.00

Instructions to Worksheet 1

Line 1 Enter total of South Carolina amounts from federal Schedule C, line 31; Schedule C-EZ line 3; and Schedule F, line 36.

Line 2 Enter the amount from Form 1040, line 27 that applies to line 1. The entire amount applies unless one or more of the Schedules C and F are from a multi-state business or business not taxable to South Carolina.

Line 3 Subtract line 2 from line 1. Enter this amount on I-335, line 1a.

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STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE

UNDERPAYMENT OF ESTIMATED TAX BY INDIVIDUALS

▶ Attach to SC1040 or SC1041

SC2210
(Rev. 1/09/08)
3098
2007

Name(s) as shown on SC1040 or SC1041

ORVILLE H DYCE & JAMIE C CURLEY

Social Security Number

[redacted]

Do You Have To File SC2210?

Complete lines 1 through 6 below. Is line 6 less than $100? — Yes → Do not file SC2210. You do not owe a penalty.

No ↓

Complete lines 7 and 8 below. Is line 5 equal to or more than line 8? — Yes → You do not owe a penalty. Do not file SC2210 (but if box E applies, you must file page 1 of SC2210).

No ↓

You may owe a penalty. Does any box in Part II below apply? — Yes → You must file SC2210. Does box B, C, or D apply?

No ↓

Do not file SC2210. You are not required to figure your penalty because the Department will figure it and send you a bill for any unpaid amount. If you want to figure it, you may file Part III or Part IV as a worksheet and enter your penalty amount on your tax return, but do not file SC2210.

You must file SC2210. Does box B, C, or D apply?

No ↓

You are not required to figure your penalty because the Department will figure it and send you a bill for any unpaid amount. If you want to figure it, you may use Part III or Part IV as a worksheet and enter your penalty amount on your tax return, but file only page 1 of SC2210.

No → You must figure your penalty.

Part I Required Annual Payment

1	Enter your 2007 tax after credits from SC1040, line 15 or SC1041, line 13	1	21,436.00
2	Enter total of refundable credits from SC1040, lines 21 and 22	2	
3	Current tax year. Subtract line 2 from line 1. If less than $100, you do not owe a penalty. Do not file SC2210	3	21,436.00
4	Multiply line 3 by 90% (.90)	4	19,292.00
5	Withholding taxes. Add SC1040, lines 16, 19, and 20. Do not include any estimated tax payments or amounts paid with request for extension on this line	5	18,323.00
6	Subtract line 5 from line 3. If the result is less than $100, do not file SC2210	6	3,113.00
7	Enter the tax shown on your 2006 tax return (110% of that amount if the adjusted gross income shown on that return is more than $150,000, or, if married filing separately for 2007, more than $75,000)	7	18,697.00
8	Required annual payment. (Enter the smaller of line 4 or line 7)	8	18,697.00

Next: Is line 8 more than line 5?

[ ] No. You do not owe a penalty. Do not file SC2210 unless box E below applies.

[X] Yes. You may owe a penalty, but do not file SC2210 unless one or more boxes in Part II below applies.

- If box B, C, or D applies, you must figure your penalty and file SC2210.
- If only box A or E (or both) applies, file only page 1 of SC2210. You are not required to figure your penalty; the Department will figure it and send you a bill for any unpaid amount. If you want to figure your penalty, you may use Part III or IV as a worksheet and enter your penalty on your tax return, but file only page 1 of SC2210.

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Part II Reasons For Filing - Check applicable boxes. If none apply, do not file SC2210.

A ☐ You request a waiver (see instructions for waiver of penalty) of your entire penalty. You must check this box and file page 1 of SC2210, but you are not required to figure your penalty.

B ☐ You request a waiver (see instructions for waiver of penalty) of part of your penalty. You must figure your penalty and waiver amount and file SC2210.

C ☐ Your income varied during the year and your penalty is reduced or eliminated when figured using the Annualized Income Installment Method. (see instructions). Complete federal Schedule AI for South Carolina purposes and file SC2210.

D ☐ Your penalty is lower when figured by treating the South Carolina income tax withheld from your wages as paid on the dates it was actually withheld, instead of in equal amounts on the payment due dates. You must figure your penalty and file SC2210.

E ☐ You filed or are filing a joint return for either 2006 or 2007, but not for both years, and line 7 above is smaller than line 4 above. You must file page 1 of SC2210, but you are not required to figure your penalty (unless box B, C, or D applies).

Part III Short Method

You may use the short method if:

- You made no estimated tax payments (or your only payments were South Carolina income tax withheld) or
- You paid estimated tax in equal amounts on your due dates.

You must use the regular method (Part IV) instead of the short method if:

- You made any estimated tax payments late, or
- You checked box C or D in Part II.

Note: *If any payment was made earlier than the due date, you may use the short method, but using it may cause you to pay a larger penalty than the regular method. If the payment was only a few days early, the difference is likely to be small.*

9	Enter the amount from SC2210, line 8		9	18,697.00
10	Enter the amount, if any, from SC2210, line 5	10 18,323.00		
11	Enter the total amount, if any, of estimated tax payments you made	11 4,720.00		
12	Add lines 10 and 11		12	23,043.00
13	Total underpayment for year. Subtract line 12 from line 9. If zero or less, stop here; you do not owe the penalty. Do not file SC2210 unless you checked box E in Part II		13	-4,346.00
14	Multiply line 13 by .05057 and enter result		14	-220.00
15	• If the amount on line 13 was paid on or after 4/15/2008, enter -0-. • If the amount on line 13 was paid before 4/15/2008, make the following computation to find the amount to enter on line 15. Amount on line 13 X Number of days paid before 4/15/08 X .00019		15	
16	Penalty. Subtract line 15 from line 14. Enter the result here and in the space provided on the tax return. If you owe tax, add penalty to tax and show the total on SC1040, line 31 or SC1041, line 18. If you are due a refund, subtract penalty from overpayment and show amount on SC1040, line 30 or SC1041, line 21		16	

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DYCE/SCENT 1193

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SCENT DEF Exhibit 3

TWO WAGE EARNER CREDIT WHEN BOTH SPOUSES WORK — Worksheet W

Your filing status must be married filing jointly to claim this credit.

Step 1 Compute your earned income		(a) You		(b) Your spouse	
1 Wages, salaries, tips, etc., taxed to South Carolina from South Carolina Schedule NR, Column B; line 1, federal Form 1040, line 7; 1040A, line 7 or 1040EZ, line 1. (Do not include pensions or annuities	1	224,600 00	1	44,437	00
2 Net profit or (loss) from self-employment (from Schedules C and on Schedule K-1 of Form 1065) and any other earned income taxed to South Carolina	2	106,928 00	2		00
3 Add lines 1 and 2. This is your total earned income taxed to SC	3	331,528 00	3	44,437	00
Step 2 Compute your qualified earned income					
4 Add amounts entered on federal form 1040 lines 27 thru 29, and 32. If filing South Carolina Schedule NR, enter amounts from lines 21 thru 23, and 26 and any repayment of supplemental unemployment benefits (sub-pay) allocable to South Carolina income	4	22,531 00	4		00
5 Subtract line 4 from line 3. This is your qualified earned income taxed to South Carolina. If the amount in column (a) or (b) is zero (-0-) or less, stop here. You may not take this credit	5	308,997 00	5	44,437	00
Step 3 Compute your credit					
6 Compare the amounts in columns (a) and (b). Do not enter more than $30,000			6	30,000	00
7 Multiply the amount on line 6 by .007. Do not enter more than $210. Enter the amount here and on SC1040, line 11			7	210	00

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DYCE/SCENT 1194

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SCENT DEF Exhibit 3

Form **8582**

Department of the Treasury
Internal Revenue Service (99)

Passive Activity Loss Limitations

▶ See separate instructions.
▶ Attach to Form 1040 or Form 1041.

SC

OMB No. 1545-1008

2007

Attachment Sequence No. 88

Name(s) shown on return

ORVILLE H DYCE & JAMIE C CURLEY

Identifying number

[redacted] 2427

Part I 2007 Passive Activity Loss *Caution: Complete Worksheets 1, 2, and 3 on page 2 before completing Part I.*

Rental Real Estate Activities With Active Participation (For the definition of active participation, see Special Allowance for Rental Real Estate Activities on page 3 of the instructions.)

1a	Activities with net income (enter the amount from Worksheet 1, column (a))	1a		
b	Activities with net loss (enter the amount from Worksheet 1, column (b))	1b	-20,597.	
c	Prior years unallowed losses (enter the amount from Worksheet 1, column (c))	1c	-5,296.	
d	Combine lines 1a, 1b, and 1c			1d -25,893.

Commercial Revitalization Deductions From Rental Real Estate Activities

2a	Commercial revitalization deductions from Worksheet 2, column (a)	2a		
b	Prior year unallowed commercial revitalization deductions from Worksheet 2, column (b)	2b		
c	Add lines 2a and 2b			2c

All Other Passive Activities

3a	Activities with net income (enter the amount from Worksheet 3, column (a))	3a		
b	Activities with net loss (enter the amount from Worksheet 3, column (b))	3b		
c	Prior years unallowed losses (enter the amount from Worksheet 3, column (c))	3c		
d	Combine lines 3a, 3b, and 3c			3d

4 Combine lines 1d, 2c, and 3d. If the result is net income or zero, all losses are allowed, including any prior year unallowed losses entered on line 1c, 2b, or 3c. Do not complete Form 8582. Report the losses on the forms and schedules normally used ..... 4 -25,893.

If line 4 is a loss and:
- Line 1d is a loss, go to Part II.
- Line 2c is a loss (and line 1d is zero or more), skip Part II and go to Part III.
- Line 3d is a loss (and lines 1d and 2c are zero or more), skip Parts II and III and go to line 15.

Caution: *If your filing status is married filing separately and you lived with your spouse at any time during the year, do not complete Part II or Part III. Instead, go to line 15.*

Part II Special Allowance for Rental Real Estate Activities With Active Participation

Note: Enter all numbers in Part II as positive amounts. See page 8 of the instructions for an example.

5	Enter the smaller of the loss on line 1d or the loss on line 4			5 25,893.
6	Enter $150,000. If married filing separately, see the instructions	6	150,000.	
7	Enter modified adjusted gross income, but not less than zero (see the instr.)	7	377,706.	
	Note: *If line 7 is greater than or equal to line 6, skip lines 8 and 9, enter -0- on line 10. Otherwise, go to line 8.*			
8	Subtract line 7 from line 6	8	0.	
9	Multiply line 8 by 50% (.5). Do not enter more than $25,000. If married filing separately, see the instructions			9
10	Enter the smaller of line 5 or line 9			10

If line 2c is a loss, go to Part III. Otherwise, go to line 15.

Part III Special Allowance for Commercial Revitalization Deductions From Rental Real Estate Activities

Note: Enter all numbers in Part III as positive amounts. See the example for Part II on page 8 of the instructions.

11	Enter $25,000 reduced by the amount, if any, on line 10. If married filing separately, see instructions	11	
12	Enter the loss from line 4	12	
13	Reduce line 12 by the amount on line 10	13	
14	Enter the smallest of line 2c (treated as a positive amount), line 11, or line 13	14	

Part IV Total Losses Allowed

15	Add the income, if any, on lines 1a and 3a and enter the total	15	
16	Total losses allowed from all passive activities for 2007. Add lines 10, 14, and 15. See the instructions to find out how to report the losses on your tax return	16	0.

LHA 71976L/10-11-07 For Paperwork Reduction Act Notice, see separate instructions. Form 8582 (2007)

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DYCE/SCENT 1195

P2453

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SCENT DEF Exhibit 3

ORVILLE H DYCE & JAMIE C CURLEY [redacted]

SC1040 NET CAPITAL GAINS DEDUCTION - LONG-TERM LOSS SUMMARY STATEMENT 1

DESCRIPTION	AMOUNT
SCHEDULE D TRANSACTIONS	47.00
TOTAL TO SC NET CAPITAL GAINS DEDUCTION WORKSHEET - TOTAL NET LONG-TERM CAPITAL LOSS	47.00

SC1040 NET CAPITAL GAINS DEDUCTION - SHORT-TERM GAIN SUMMARY STATEMENT 2

DESCRIPTION	AMOUNT
SCHEDULE D TRANSACTIONS	9.00
TOTAL TO SC NET CAPITAL GAINS DEDUCTION WORKSHEET - TOTAL NET SHORT-TERM CAPITAL GAIN	9.00

SC1040 NET CAPITAL GAINS DEDUCTION - SHORT-TERM LOSS SUMMARY STATEMENT 3

ESCRIPTION	AMOUNT
SCHEDULE D TRANSACTIONS	7.00
TOTAL TO SC NET CAPITAL GAINS DEDUCTION WORKSHEET - TOTAL NET SHORT-TERM CAPITAL LOSS	7.00

SC1040 NET CAPITAL GAINS DEDUCTION - LONG-TERM GAIN SUMMARY STATEMENT 4

DESCRIPTION	AMOUNT
SCHEDULE D TRANSACTIONS	7,222.00
CAPITAL GAIN DISTRIBUTIONS	8,514.00
TOTAL TO SC NET CAPITAL GAINS DEDUCTION WORKSHEET - TOTAL NET LONG-TERM CAPITAL GAIN	15,736.00

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STATEMENTS 1, 2, 3, 4

DYCE/SCENT 1196

P2454

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SCENT DEF Exhibit 3

ORVILLE H DYCE & JAMIE C CURLEY [redacted]

SC SC1040 SOUTH CAROLINA TAX OPTIMIZATION STATEMENT 5

TAX USING I-335 REDUCED RATE COMPUTATION

1	FEDERAL TAXABLE INCOME (RESIDENTS ENTER SC1040, LINE 1 NON-RESIDENTS ENTER SCHEDULE NR, LINE 33B LESS LINE 49). . .		326,343
2	TOTAL ADDITIONS.		22,711
3	ADD LINES 1 AND 2.		349,054
4	ACTIVE TRADE OR BUSINESS INCOME.	105,496	
5	OTHER SUBTRACTIONS	18,362	
6	TOTAL SUBTRACTIONS		123,858
7	INCOME SUBJECT TO TAX (IF LESS THAN ZERO, ENTER ZERO). . . .		225,196
8	TAX FROM SOUTH CAROLINA TAX TABLES		15,316
9	ACTIVE TRADE OR BUSINESS INCOME.		105,496
10	TAX RATE ON ACTIVE TRADE OR BUSINESS INCOME.		6.00%
11	TAX ON ACTIVE TRADE OR BUSINESS INCOME (LN 9 TIMES LN 10). .		6,330
12	ADD LINES 8 AND 11		21,646

TAX NOT USING I-335 REDUCED RATE COMPUTATION

13	FEDERAL TAXABLE INCOME (RESIDENTS ENTER SC1040, LINE 1 NON-RESIDENTS ENTER SCHEDULE NR, LINE 33B LESS LINE 49). . .		326,343
14	TOTAL ADDITIONS.		22,711
15	ADD LINES 13 AND 14.		349,054
16	TOTAL SUBTRACTIONS		18,362
17	INCOME SUBJECT TO TAX (IF LESS THAN ZERO, ENTER ZERO). . . .		330,692
18	TAX FROM SOUTH CAROLINA TAX TABLES		22,700

[X] IF LINE 12 IS LESS THAN LINE 18 USE THE I-335 REDUCED RATE COMPUTATION.

[ ] IF LINE 18 IS LESS THAN OR EQUAL TO LINE 12 DO NOT USE THE I-335 REDUCED RATE COMPUTATION.

CONFIDENTIAL STATEMENT(S) 5

ORVILLE H DYCE & JAMIE C CURLEY [redacted]

SC SC1040 STATE INCOME TAX ADJUSTMENT STATEMENT 6

WORKSHEET A

1.	ITEMIZED DEDUCTIONS FROM 2007 FEDERAL FROM 1040, LINE 40.	46,532.00
2.	ENTER ALLOWABLE FEDERAL STANDARD DEDUCTION YOU WOULD HAVE BEEN ALLOWED IF YOU HAD NOT ITEMIZED. (ENTER ZERO IF MARRIED FILING SEPARATE [MFS] RETURNS -- SEE FEDERAL INSTRUCTIONS.	10,700.00
3.	SUBTRACT LINE 2 FROM LINE 1. (ENTER ZERO IF LINE 2 IS GREATER THAN LINE 1	35,832.00
4.	ENTER THE AMOUNT OF STATE AND LOCAL INCOME TAXES (OR GENERAL SALES TAXES) FROM LINE 5 OF FEDERAL SCHEDULE A. IF YOUR FEDERAL ITEMIZED DEDUCTIONS WERE LIMITED DUE TO YOUR ADJUSTED GROSS INCOME BEING MORE THAN $150,500 ($72,250 MARRIED FILING SEPARATE), GO TO WORKSHEET B	22,711.00
5.	THE LESSOR OF LINE 3 OR LINE 4. ENTER THIS AMOUNT ON SC1040 LINE 31.	22,711.00

WORKSHEET B

1.	STATE AND LOCAL INCOME TAXES (OR GENERAL SALES TAXES) FROM LINE 5 OF FEDERAL SCHEDULE A.	24,857.00
2.	ENTER THE AMOUNT FROM LINE 3 OF THE ITEMIZED DEDUCTIONS WORKSHEET IN THE INSTRUCTION BOOKLET FOR FEDERAL FORM 1040.	50,929.00
3.	DIVIDE LINE 1 BY LINE 2, AND ENTER THE RESULT HERE.	.4881
4.	ENTER THE AMOUNT FROM LINE 11 OF THE ITEMIZED DEDUCTIONS WORKSHEET IN THE INSTRUCTION BOOKLET FOR FEDERAL FORM 1040.	4,397.00
5.	MULTIPLY LINE 3 BY LINE 4, AND ENTER THE RESULT HERE.	2,146.00
6.	SUBTRACT LINE 5 FROM LINE 1. ENTER THIS AMOUNT ON LINE 4 OF WORKSHEET A.	22,711.00

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ORVILLE H DYCE & JAMIE C CURLEY [redacted]

FORM 8582 ALLOCATION OF UNALLOWED LOSSES - WORKSHEET 5 STATEMENT 9

NAME OF ACTIVITY	FORM OR SCHEDULE	LOSS	RATIO	UNALLOWED LOSS
RENTAL - DANIEL ISLAND DRIVE	SCH E	25,893.	1.000000000	25,893.
TOTALS		25,893.	1.000000000	25,893.

FORM 8582 ALLOWED LOSSES - WORKSHEET 6 STATEMENT 10

NAME OF ACTIVITY	FORM OR SCHEDULE	LOSS	UNALLOWED LOSS	ALLOWED LOSS
RENTAL - DANIEL ISLAND DRIVE	SCH E	25,893.	25,893.	
TOTALS		25,893.	25,893.	

FORM 8582 SUMMARY OF PASSIVE ACTIVITIES STATEMENT 11

REA	NAME	FORM OR SCHEDULE	GAIN/LOSS	PRIOR YEAR C/O	NET GAIN/LOSS	UNALLOWED LOSS	ALLOWED LOSS
X	RENTAL - DANIEL ISLAND DRIVE	SCH E	-20,597.	-5,296.	-25,893.	25,893.	
TOTALS			-20,597.	-5,296.	-25,893.	25,893.	

CONFIDENTIAL STATEMENTS 9, 10, 11

DYCE/SCENT 1199

P2457

4737

SCENT DEF Exhibit 3

Form **8879**

Department of the Treasury
Internal Revenue Service

IRS e-file Signature Authorization

▶ Do not send to the IRS. This is not a tax return.
▶ Keep this form for your records. See instructions.

OMB No. 1545-0074

2007

Declaration Control Number (DCN) ▶ 00 - 570560 - 14396 - 8

Taxpayer's name	Social security number
ORVILLE H DYCE	[redacted]
Spouse's name	**Spouse's social security number**
JAMIE C CURLEY	[redacted]

Part I Tax Return Information - Tax Year Ending December 31, 2007 (Whole Dollars Only)

1	Adjusted gross income (Form 1040, line 38; Form 1040A, line 22; Form 1040EZ, line 4)	1	376,274.
2	Total tax (Form 1040, line 63; Form 1040A, line 37; Form 1040EZ, line 10)	2	91,652.
3	Federal income tax withheld (Form 1040, line 64; Form 1040A, line 38; Form 1040EZ, line 7)	3	60,299.
4	Refund (Form 1040, line 74a; Form 1040A, line 44a; Form 1040EZ, line 11a; Form 1040SS, Part I, line 12a)	4	
5	Amount you owe (Form 1040, line 76; Form 1040A, line 46; Form 1040EZ, line 12) *	5	4,113.

Part II Taxpayer Declaration and Signature Authorization (Be sure you get and keep a copy of your return)

Under penalties of perjury, I declare that I have examined a copy of my electronic individual income tax return and accompanying schedules and statements for the tax year ending December 31, 2007, and to the best of my knowledge and belief, it is true, correct, and complete. I further declare that the amounts in Part I above are the amounts from my electronic income tax return. I consent to allow my intermediate service provider, transmitter, or electronic return originator (ERO) to send my return to the IRS and to receive from the IRS (a) an acknowledgment of receipt or reason for rejection of the transmission, (b) an indication of any refund offset, (c) the reason for any delay in processing the return or refund, and (d) the date of any refund. If applicable, I authorize the U.S. Treasury and its designated Financial Agent to initiate an ACH electronic funds withdrawal (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of my Federal taxes owed on this return and/or a payment of estimated tax, and the financial institution to debit the entry to this account. I further understand that this authorization may apply to future Federal tax payments that I direct to be debited through the Electronic Federal Tax Payment System (EFTPS). In order for me to initiate future payments, I request that the IRS send me a personal identification number (PIN) to access EFTPS. This authorization is to remain in full force and effect until I notify the U.S. Treasury Financial Agent to terminate the authorization. To revoke a payment, I must contact the U.S. Treasury Financial Agent at 1-888-353-4537 no later than 2 business days prior to the payment (settlement) date. I also authorize the financial institutions involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment. I further acknowledge that the personal identification number (PIN) below is my signature for my electronic income tax return and, if applicable, my Electronic Funds Withdrawal Consent.

*AMOUNT DUE WITH LATE PENALTIES AND INTEREST: 4,183.

Taxpayer's PIN: check one box only

[X] I authorize SHEHEEN HANCOCK & GODWIN LLP CPAS to enter or generate my PIN 62427
ERO firm name — do not enter all zeros
as my signature on my tax year 2007 electronically filed income tax return.

[ ] I will enter my PIN as my signature on my tax year 2007 electronically filed income tax return. Check this box only if you are entering your own PIN and your return is filed using the Practitioner PIN method. The ERO must complete Part III below.

Your signature ▶ _____ Date ▶ 07/15/2008

Spouse's PIN: check one box only

[X] I authorize SHEHEEN HANCOCK & GODWIN LLP CPAS to enter or generate my PIN 24698
ERO firm name — do not enter all zeros
as my signature on my tax year 2007 electronically filed income tax return.

[ ] I will enter my PIN as my signature on my tax year 2007 electronically filed income tax return. Check this box only if you are entering your own PIN and your return is filed using the Practitioner PIN method. The ERO must complete Part III below.

Spouse's signature ▶ _____ Date ▶ 07/15/2008

Practitioner PIN Method Returns Only - continue below

Part III Certification and Authentication - Practitioner PIN Method Only

ERO's EFIN/PIN. Enter your six-digit EFIN followed by your five-digit self-selected PIN: 570560961164
do not enter all zeros

I certify that the above numeric entry is my PIN, which is my signature for the tax year 2007 electronically filed income tax return for the taxpayer(s) indicated above. I confirm that I am submitting this return in accordance with the requirements of the Practitioner PIN method and Publication 1345, Handbook for Authorized IRS *e-file* Providers of Individual Income Tax Returns.

ERO's signature ▶ AUSTIN M. SHEHEEN Date ▶ 07/15/2008

7:9095
01-26-08

ERO Must Retain This Form - See Instructions
Do Not Submit This Form to the IRS Unless Requested To Do So

LHA For Privacy Act and Paperwork Reduction Act Notice, see instructions. Form 8879 (2007)

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DYCE/SCENT 1200

P2458

4738

SCENT DEF Exhibit 3

Tax Year 2007 e-file Jurat/Disclosure
for Form 1040, 1040A, or 1040EZ
using Practitioner PIN method
(with or without Electronic Funds Withdrawal)

ERO Declaration

I declare that the information contained in this electronic tax return is the information furnished to me by the taxpayer. If the taxpayer furnished me a completed tax return, I declare that the information contained in this electronic tax return is identical to that contained in the return provided by the taxpayer. If the furnished return was signed by a paid preparer, I declare I have entered the paid preparer's identifying information in the appropriate portion of this electronic return. If I am the paid preparer, under the penalties of perjury I declare that I have examined this electronic return, and to the best of my knowledge and belief, it is true, correct, and complete. This declaration is based on all information of which I have any knowledge.

ERO Signature

I am signing this Tax Return by entering my PIN below.

ERO's PIN 5705609616 4
(enter EFIN plus 5 self-selected numerics)

Taxpayer Declarations

Perjury Statement

Under penalties of perjury, I declare that I have examined this return, including any accompanying statements and schedules and, to the best of my knowledge and belief, it is true, correct, and complete.

Consent to Disclosure

I consent to allow my Intermediate Service Provider, transmitter, or Electronic Return Originator (ERO) to send my return/form to IRS and to receive the following information from IRS: 1) acknowledgment of receipt or reason for rejection of transmission; 2) refund offset; 3) reason for any delay in processing the return or refund; and, 4) date of any refund.

I am signing this Tax Return and Electronic Funds Withdrawal Consent, if applicable, by entering my Self-Select PIN below.

Taxpayer's PIN: 62427 Date 07152008

Spouse's PIN: 24698

7-10986
04-27-07

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DYCE/SCENT 1201

P2459

4739

SCENT DEF Exhibit 3

1019

STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE
INDIVIDUAL INCOME TAX
DECLARATION FOR ELECTRONIC FILING

SC8453
(Rev. 11/29/07)
3299

DO NOT MAIL KEEP FOR YOUR RECORDS

Use label. Otherwise, please print or type.

LABEL HERE

Your first name and initial: ORVILLE H	Last name: DYCE	Your social security number: [redacted]
If joint return, spouse's first name and initial: JAMIE C	Last name, if different: CURLEY	Spouse's social security number: [redacted]
Home address (number and street; apt. number or RR): [redacted]	Daytime telephone #: 843-38-31667	Office use only
City, town or post office, state and ZIP code: [redacted]		

Part I Tax Return Information (Whole dollars only)

1. Federal taxable income — Check form filed: [X] SC1040, line 1; [ ] SC1040A, line 1	1	326,343	00
2. Net SC tax (SC1040, line 15; SC1040A, line 8)	2	21,436	00
3. Use Tax	3	0	00
4. Total Tax	4	21,436	00
5. SC Income Tax Withheld (SC1040, lines 16 & 20; SC1040A, line 9)	5	18,323	00
6. Tuition Tax Credit (SC1040, line 21)	6	0	00
7. Refund (SC1040, line 30; SC1040A, line 15)	7	0	00
8. Amount you owe (SC1040, line 31; SC1040A, line 16)	8	0	00

Part II Direct Deposit of Refund or EFW Payment of Tax Due (Optional - See Instructions.)

STAPLE COPIES OF STATE W-2(s) and 1099(s) HERE

9. Routing transit number (RTN) [ ][ ][ ][ ][ ][ ][ ][ ][ ] The first two numbers of the RTN must be 01 through 12 or 21 through 32.

10. Bank account number (BAN) [ ][ ][ ][ ][ ][ ][ ][ ][ ][ ][ ][ ][ ][ ][ ]

11. Type of account: [ ] Checking [ ] Savings

12. Withdrawal Date _____ Withdrawal Amount $_____

Part III Declaration of Taxpayer (Sign only after Part I is completed.)

13. [ ] a. I consent that my refund be directly deposited as designated in Part II, and declare that the information shown on lines 1 through 8 is correct. If I have filed a joint return, this is an irrevocable appointment of the other spouse as an agent to receive the refund.

[X] b. I do not want direct deposit of my refund or am not receiving a refund.

[ ] c. I authorize (1) the South Carolina Department of Revenue and its designated financial agents to initiate an Electronic Funds Withdrawal (payment) entry to my financial institution account designated in Part II for payment of my South Carolina taxes owed, and (2) my financial institution to debit the entry to my account. I also authorize the financial institutions involved in the processing of my electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to my payment. Under the terms of this authorization, I can revoke this authorization by notifying the South Carolina Department of Revenue no later than two business days prior to the withdrawal (settlement) date by calling 803-898-1715.

If I have filed a balance due return, I understand that if the SC Department of Revenue does not receive full and timely payment of my tax liability, I will remain liable for the tax liability and all applicable interest and penalties.

I declare that I have compared the information (including direct deposit or EFW data) on my return with the information I have provided to my electronic return originator (ERO) and the amounts agree with the amounts on my SC tax return. To the best of my knowledge, my return is true and complete. I consent that my return and accompanying schedules and statements be sent to the Internal Revenue Service (IRS) by my ERO, and subsequently by the IRS to the SC Department of Revenue. I understand that EROs and taxpayers filing on line should not submit this form to the SC Department of Revenue, but should retain it and supporting documents for three (3) years.

Sign Here ▶ _____ Your signature _____ Date ▶ _____ Spouse's signature (If joint, BOTH must sign) _____ Date

Part IV Declaration of Electronic Return Originator (ERO) and Paid Preparer (See Instructions.)

I declare that I have received the above taxpayer's return and the entries on this form are complete and correct to the best of my knowledge. I have obtained the taxpayer's signature on this form before submitting this return to the SC Department of Revenue. I have provided the taxpayer with a copy of all forms and information to be filed with the IRS and the SC Department of Revenue, and have followed all other requirements described in the IRS Pub. 1345 Authorized IRS e-file Providers of Individual Income Tax Returns, and requirements specified by the SC Department of Revenue. If I am the preparer, I declare that I have examined the above taxpayer's return and accompanying schedules and statements, and to the best of my knowledge, they are true and complete. This declaration is based on all information of which I have knowledge. I understand I do not mail this form. I am required to keep this form and the supporting documents for three (3) years.

ERO's Use Only — ERO signature ▶ AUSTIN M. SHEHEEN	Date 07/15/08	Check if also paid preparer [X]	Check if self-employed [ ]	Your social security number P00186164	
Firm name (or yours if self-employed) and address ▶ SHEHEEN HANCOCK & GODWIN LLP CPAS				E.I. No. 57-0522539	
PO DRAWER 428 CAMDEN, SC				ZIP code 29021	
Paid Preparer's Use Only — Preparer signature ▶	Date	Check if self-employed [ ]	Preparer's social security no.		
Firm name (or yours if self-employed) and address ▶			E.I. No.	ZIP code	

77705.1/02-13-08

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DYCE/SCENT 1202

P2460

4740

SCENT DEF Exhibit 3

THIS AGREEMENT PROVIDES FOR ARBITRATION PURSUANT TO THE SOUTH CAROLINA UNIFORM ARBITRATION ACT (S.C. CODE ANN. § 15-48-10 ET SEQ.) AS AMENDED.

EMPLOYMENT AGREEMENT

THIS AGREEMENT (the "Agreement") is entered into effective as of the 1st day of June, 2008 ("Effective Date"), by and between South Carolina ENT, Allergy & Sleep Medicine, P.A. (the "Group"), and Orville Dyce, M.D. ("Physician").

WHEREAS, Physician is a duly licensed physician, qualified to provide physician services at the Group's facilities;

WHEREAS, Physician has entered into a separate covenant not to compete with the Group which is an essential element in this contractual relationship with the Group;

WHEREAS, the Group and its Physician shareholders (each a "Shareholder") have entered into that certain Amended and Restated Shareholders Agreement by and among South Carolina ENT, Allergy and Sleep Medicine, P.A. and its Shareholders dated June 1, 2008 ("Shareholders Agreement").

NOW, THEREFORE, in lieu of any and all previous agreements, whether oral or written, and in consideration of the recitals and the mutual covenants and agreements set forth in this Agreement the parties agree as follows:

1.0 EMPLOYMENT.

1.1 Engagement of Physician. The Group hereby employs Physician on a full-time basis as a Shareholder employee and Physician hereby accepts employment as a Shareholder employee on the terms and conditions set forth in this Agreement (collectively, all Group Shareholder-Track Physicians and Shareholder employees shall be referred to as the "Physician-employees").

1.2 Qualifications.

(a) Medical Staff Privileges. Physician shall maintain membership on the active Medical Staff of Carolina Pines Medical Center, Kershaw County Medical Center, and Providence Medical Center (singularly or collectively the "Hospital") and appropriate unrestricted admitting and clinical privileges at such other facilities or entities as mutually agreed upon by the Group and Physician from time to time during the term of this Agreement.

(b) Medical Licenses. Physician hereby certifies that he or she is duly licensed without restriction to practice medicine in the State of South

CONFIDENTIAL

Carolina and has obtained all appropriate approvals to prescribe and dispense drugs under applicable state and federal laws. Physician shall maintain without restriction such license and approvals throughout the term of this Agreement.

(c) Board Certification. Physician certifies that he or she is board certified or board eligible in Otolaryngology. Physician shall maintain such board certification or eligibility during the term of this Agreement.

2.0 TERM AND TERMINATION.

2.1 Term. The term of this Agreement shall commence on the Effective Date and continue until the fifth anniversary thereof unless earlier terminated pursuant to Sections 2.2 or 2.3 of the this Agreement. Upon expiration of the initial term, or any renewal term thereof, this Agreement shall automatically renew for successive one-year terms. If either Group or Physician desires not to so extend the term of Physician's employment hereunder, such party shall notify the other party not less than 120 days prior to the expiration of the then current term.

2.2 Termination by the Group. Notwithstanding the foregoing, and in addition to the termination provisions stated elsewhere herein, this Agreement may also be terminated by the Group upon the occurrence of any of the following events:

(a) the death of Physician;

(b) the disability of Physician. For purposes of this subsection, "Disability" shall mean a condition, physical, mental or emotional in origin, which constitutes a long-term disability under the disability insurance policy covering Physician. Barring a disability insurance policy with an applicable definition, Disability shall be determined by agreement of Physician and the Group. Unless a dispute resolution process is otherwise prescribed in the disability insurance policy with respect to Physician, if Physician and the Group cannot agree as to whether Physician is disabled, Physician and the Group shall select a medical doctor who shall make the determination of Disability, and whose determination shall be binding upon all parties to this Agreement. If Physician and the Group cannot agree upon such medical doctor, Physician and the Group shall each select a medical doctor and the medical doctors so selected shall select a third medical doctor, whose determination shall be binding upon all parties to this Agreement. The Group shall bear all costs incident to obtaining the medical examination hereunder;

(c) Physician's failure to comply with a clear management directive of the Group's Managing Shareholder that is reasonable under the circumstances, and which is approved by a majority ~~of the Shareholders, after Physician~~

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has been advised in writing that failure to so comply may be grounds for termination;

(d) Physician's license to practice medicine in South Carolina is revoked, suspended or materially restricted in any manner;

(e) Physician's state or federal drug registration and/or approvals are revoked, suspended or materially restricted in any manner;

(f) Physician's staff privileges at Hospital are revoked, suspended or materially restricted in any manner;

(g) Gross or flagrant professional negligence by Physician;

(h) Upon a vote of a majority of the Shareholders if Physician fails to meet the production standards in Section 3.1(f) or the residency requirements in Section 3.1(d) of this Agreement; and

(i) State or federal laws are amended or interpreted such that this Agreement or any material part hereof is in violation of such laws or interpretations or would reasonably be construed to subject Group to possible fines, penalties or assessments; provided Group shall in good faith attempt to modify this Agreement so as to avoid such risk, if Group has adequate time to do so in light of the exigencies of the then existing circumstances.

2.3 Other Termination. This Agreement may also be terminated by either party as follows:

(a) Termination With Cause. This Agreement may be terminated for cause by a party upon 30 days' written notice to the other party, in the event of the other party's breach of a material term or condition of this Agreement (unless the breach is susceptible to being cured and is cured within 30 days after notice of such breach).

(b) Termination by Agreement. This Agreement may be terminated by mutual written agreement of the Group and Physician, at any time.

(c) Termination Without Cause by the Group. This Agreement may be terminated upon sixty (60) days written notice without cause by a vote of the Shareholders in accordance with the terms of the Shareholders Agreement. The Group, at its option, shall have the right to restrict or prohibit Physician from the continued active performance of services for the Group during the sixty (60) day period while paying the compensation due to Physician pursuant to this Agreement for the remainder of the notice period.

CONFIDENTIAL

(d) Termination Without Cause by Physician. Physician may terminate this Agreement upon twelve (12) whole calendar months written notice to the Group.

2.4 Payment For Services Upon Termination. In the event of termination, payments for compensation including Base Compensation and all components of variable compensation in Section 4.2 and vested rights to fringe benefits shall be prorated to the date of termination.

3.0 RESPONSIBILITIES OF PHYSICIAN.

3.1 Job Description.

(a) Physician shall render a full range of professional services typically provided by a licensed physician practicing in the area of Otolaryngology at such of the Group's practice sites as requested by the Managing Shareholder. As of the date of this Agreement the Group's service area includes Chesterfield, Darlington, Kershaw and Richland Counties of South Carolina. Physician shall devote his best efforts and loyalty to the treatment of patients and the provision of related health care and other services. Physician shall provide office coverage, call coverage and adhere to a holiday schedule as determined by the officer of the Group designated as the "Managing Shareholder" pursuant to the Shareholders Agreement; provided, however, in the event any Shareholder raises an objection to the office coverage, call coverage or holiday schedule, then Physician shall adhere to such schedules approved by a majority of the Shareholders. Except as otherwise provided in the Shareholders Agreement, Physician's responsibilities shall include (i) such office hours and hospital rounds as established by the Group, from time to time, (ii) weekday call coverage, (iii) weekend call coverage during which time Physician shall provide coverage for the entire medical practice for all locations of the Group, and (iv) after hours responsibilities to attend administrative meetings and perform administrative functions as requested from time to time by the Managing Shareholder. In the event that coverage cannot be provided by Physician, or in the event that any change must be made to office coverage, Physician shall obtain the approval of the Managing Shareholder.

(b) Physician shall comply with all rules and regulations of the Group and perform all duties in the manner determined by the Group; provided, however, that the Group shall not require performance of any duties which violate any law or ethical principle of medicine. Physician shall use Physician's best efforts to further the practice of the Group and enhance the Group's standing among members of the medical profession

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and present or prospective patients. Physician will refrain from any conduct or actions which would be libelous or slanderous to the Group or the physician employees of the Group or otherwise would negatively impact the Group members of the medical profession and present or prospective patients.

(c) With the exception of income received from such teaching, medical directorships, speaking or consulting engagements, publishing, expert witness testimony, Hospital stipends for administrative services and other such activities that may be specifically approved by the Group, all income and fees that Physician earns during the term of this Agreement from the practice of medicine shall belong to the Group. Provided, however, prior to engaging in any medically related work not performed exclusively for the Group, Physician shall obtain the prior written approval of the Managing Shareholder, which approval shall only be given by the Managing Shareholder after the approval of a majority of the Shareholders, to engage in such outside work and submit such documentation as requested from time to time by the Managing Shareholder that Physician has in full force a liability policy with coverage limits satisfactory to the Group covering such outside work.

(d) Physician agrees that during the term of this Agreement Physician shall maintain a full-time residence in the geographic area of Darlington and Kershaw Counties South Carolina or one of the developments on the east side of Spears Creek Church Road and South of Route 1 in Richland County, South Carolina. To the extent Physician maintains, as of the Effective Date, a residence, or subsequently moves to a residence, with a postal zip code in one of the communities of Camden (zip codes 29020, 29021), Lugoff (zip code 29078), Hartsville (zip codes 29550, 29551) or one the developments on the east side of Spears Creek Church Road and South of Route 1 in Richland County (contained in a portion of zip code 29045), Physician agrees not to subsequently relocate Physician's full-time residence out of such geographic area defined by such zip code, or any successor code thereto, during the term of this Agreement or any extension thereof without the consent of the Managing Shareholder. Physician acknowledges that the success of Group's medical practice depends upon Physician's presence in the geographic areas referenced in this subparagraph and Physician shall use his best efforts to comply with this provision.

(e) During the term of his employment with the Group, Physician shall not engage in the provision of medical services or any related activity which competes with the Group or which interferes with the proper performance of Physician's obligations under this Agreement.

CONFIDENTIAL

(f) Physician acknowledges and agrees that Physician's Total Production, as defined below, is required to be within twenty eight percent (28%) of the Average Production, defined below. In the event that Physician's Total Production is less than the Physician's Average Production for two (2) consecutive years, then this Employment Agreement may be terminated for cause by a vote of a majority of the Shareholders.

3.2 Supervision of Professional Services and Personnel. Physician shall manage the professional services provided by him at the Group's facilities. Physician shall be responsible for the supervision of the nursing and other technical staff working at the Group's facilities with or for Physician. Upon the Group's request, Physician shall advise the Group on issues relating to the efficient management of the personnel, including staff evaluations.

3.3 Standard of Care. Physician shall provide medical services of a type and quality consistent with the standards and principles of the American Academy of Otolaryngology Allergy and any other applicable generally recognized and accepted standards. Nothing in this paragraph 3.3 shall affect coverage under any professional liability insurance or be deemed to provide rights or remedies with respect to any person not a party to this Agreement.

3.4 Quality Improvement, Risk Management, and Utilization Review. Physician agrees to participate in and abide by the processes utilized by the Group for quality improvement, risk management, utilization management, and complaint resolution; so long as Physician's patient care is not reduced below the standards set under Section 3.3 hereinabove.

3.5 Third-Party Payor Programs. Physician agrees to participate as a provider of medical services under any agreements with third-party payors, including any HMO, PPO, managed care plan, or employer as entered into by or on behalf of the Group.

3.6 Continuing Medical Education. Physician is encouraged to maintain updated clinical skills by regularly participating in appropriate continuing medical education activities, particularly, Sleep Medicine and Otolaryngic Allergy.

3.7 Reports and Medical Records. Physician shall complete all reasonably required medical records and other documentation as may be reasonably required by the Group in a timely fashion. Physician shall reasonably assist the Group in the billing and collection of fees for the provision of professional services under this Agreement. Physician acknowledges and agrees that, unless otherwise agreed to in writing by the Group, all medical records, patient charts, files, X-rays, patient lists, patient credit information and histories as well as the other documents and records which are currently existing or are generated in connection with the Group belong to and shall remain the property of the Group. Upon termination of this Agreement, (i) if Physician is involved in litigation or an administrative proceeding which is related to a patient seen or treated by Physician while at or on behalf of the Group, the Group will provide to Physician, at no charge, a copy of all medical records, patient charts, files, X-rays, patient lists, patient credit information and histories as well as the other documents and

CONFIDENTIAL

records which are currently in existence for such patient; and (ii) the Group will provide to Physician, upon payment of a reasonable fee for reproduction, the medical record of any patient who requests that his record be transmitted to Physician.

3.8 Agreement to Not Bind the Group. Physician acknowledges that except as provided in the Shareholders Agreement, Physician has no authority to make decisions regarding the business operations of the Group and Physician shall not take any individual action that purports to bind the Group. The Group shall be bound only by decisions made and agreements executed in accordance with the requirements of the Shareholders Agreement.

3.9 Covenant Not to Compete. Physician acknowledges that Physician has on this date entered into a covenant not to compete with the Group (the "Covenant Not to Compete"), a copy of which is attached hereto as Exhibit A and incorporated herein by reference. The covenant not to compete contained therein will not become effective until the earlier of the expiration of the term of this Agreement as provided in Section 2.1, or other termination of this Agreement pursuant to Section 2. In addition to the covenant in Exhibit A, Physician agrees that during the term of his employment hereunder, Physician shall not (i) engage in any business activity or employment related to the provision of health care services or products except as expressly permitted by this Agreement; (ii) take any action which would interfere with or prevent his performance of the duties assigned to him by the Group or be inconsistent with or detrimental to the Group's business; or (iii) solicit or attempt to induce any patient of the Group to obtain medical services from any person, corporation, partnership, professional association, unincorporated association, or other entity by which Physician is employed to perform, or otherwise is remunerated, directly or indirectly, in cash or in kind, for performing, medical services. Violation of the covenants of this Section 3.9 by Physician will entitle the Group to injunctive or other relief, including damages in a court of competent jurisdiction.

3.10 Non-Solicitation. Except as otherwise provided in the Shareholders Agreement, Physician acknowledges that during the term of his employment hereunder, he will have extensive contacts with the professional staff and other employees of the Group, and other affiliates of the Group. Accordingly, Physician covenants and agrees that during the term of his employment hereunder and during the two-year period immediately thereafter he will not hire, solicit or attempt to induce any professional staff or other employee of the Group or an affiliate of the Group to leave their employment or to work directly or indirectly for or with Physician, or for or with any person, corporation, partnership, professional association, unincorporated association, or other entity by which Physician is employed to perform, or otherwise is remunerated, directly or indirectly, in cash or in kind, for performing, medical services. If Physician violates the covenants in this Section 3.10, then Physician agrees to pay the Group upon demand as liquidated damages an amount equal to One Hundred Twenty-Five Thousand and 00/100 Dollars ($125,000) plus interest computed annually at the prime rate (as quoted in the Wall Street Journal) from the date of the violation until payment is made. Physician and the Group acknowledge and agree that the liquidated damages amount is a fair and reasonable measure of the foreseeable harm to the Group as a result of such termination or breach. Physician further acknowledges the Group's right to liquidated damages is in addition to the Group's right to injunctive relief and that it is not intended by the parties that the Group's right to liquidated

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damages in any way invalidates its right to injunctive relief.

3.11 Liquidated Damages. Physician acknowledges that the Group will incur substantial expenditures in connection with the development and operation of Physician's medical practice during the term of this Agreement and the Group would suffer damages as a result of a breach by Physician of this Agreement or the Covenant Not to Compete. Accordingly, in the event (i) Physician's employment terminates for any reason other than (a) a material breach by the Group related to the payment of Physicians Base Compensation or Variable Compensation (after the applicable cure periods in Section 2.3(a)), (b) Physician's death, (c) Physician's Disability (within the meaning of Section 2.2(b)), or (d) a change in law as described in Section 2.2(i); or (ii) Physician violates the terms of the Covenant Not to Compete, then Physician agrees to pay the Group upon demand as liquidated damages an amount equal to Seven Hundred Fifty Thousand and 00/100 Dollars ($750,000), plus interest computed annually at the prime rate (as quoted in the Wall Street Journal) from the date of the termination or violation, as applicable, until payment is made. Physician and the Group acknowledge and agree that the liquidated damages amount is a fair and reasonable measure of the foreseeable harm to the Group as a result of such termination or breach. Physician further acknowledges the Group's right to liquidated damages is in addition to the Group's right to injunctive relief and that it is not intended by the parties that the Group's right to liquidated damages in any way invalidates its right to injunctive relief.

4.0 RESPONSIBILITIES OF THE GROUP.

4.1 Base Compensation. The Group shall, during the term of this Agreement, pay Physician compensation at the rate of $ 260,000 per annum (the "Base Compensation"), less required deductions for federal, state and local wage and employment taxes and any other applicable deductions. Payments shall be made in installments every two weeks less such required deductions. In the event that this Agreement is terminated prior to the expiration of its term, the Group shall be obligated to pay Physician all compensation earned and owing to the date of termination, but Physician so terminated shall have no interest in the accounts receivable or other assets of the Group.

4.2 Variable Compensation. In addition to Physician's Base Compensation, Physician shall receive the following components of variable compensation:

(a) On a monthly basis, Physician shall receive an amount equal to the total monetary stipends that the Group received for the prior month after deducting any portion paid to physician extenders divided by the number of eligible (as eligibility is defined by the Group's administrative policies) full-time physicians employed by the Group during the prior month (the "Pay for Call Stipend");

(b) Every two weeks, Physician shall receive a $3,000 payment if Physician maintained a full-time residence in the city limits of either Camden, South Carolina or Hartsville, South Carolina or any future practice

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location of the Group other than the greater Columbia Metropolitan area (the "Non-Metropolitan Bonus").

(c) In the event Physician's total production, measured by all professional services personally performed by Physician and services of a physician extender performed under Physician's supervision and all ancillary services generated by Physician for goods or services, excluding designated health services payable by Medicare, Medicaid or other federal program payor, within the meaning of Section 1877 of the Social Security Act, also known as the physician self-referral law or "Stark" law, ("Total Production"), is less than the average Total Production of all other Physician-employees determined at the end of each calendar year based on the Total Production during such calendar year (the "Average Production") by more than twenty eight percent (28%), then Physician's Base Compensation shall be decreased during the succeeding calendar year by the same percentage by which Physician's Total Production is below the Average Production. By way of example, if Physician's Total Production is less than the Average Production by 30% in a calendar year then Physician's Base Compensation would be decreased by 30% in the succeeding year. For purposes of calculating Total Production and the application of the provisions in this Section 4.2(c) either charges for services or actual collections for services may be used as the basis to measure Physician's production (the "Production Dollars"), whichever is more appropriate under the circumstances, as determined by a majority of the Shareholders after the advice of the Managing Partner. For purposes of calculating Total Production, annual leave days shall be credited with an amount of Production Dollars equivalent to Physician's average daily Production Dollars calculated without regard to the annual leave. By way of example, if Physician works 250 days in a calendar year and takes 10 days of annual leave in the same year, then Physician's average daily Production Dollars shall be calculated by dividing the total Production Dollars for the year by 250. The amount of Physician's average daily Production Dollars would then be multiplied by 10 and such amount would be added to Physician's total Production Dollars to calculate Physician's Total Production.

(d) Under special circumstances which require Physician to provide excessive call coverage or spend excessive time in furtherance of the Group's medical practice, Physician may receive a bonus, not the exceed Thirty Thousand & 00/100 Dollars ($30,000) in any calendar year, if such bonus is recommended by the Managing Shareholder and approved by the Group.

All payments of variable compensation made to Physician shall be net of required deductions for federal, state and local wage and employment taxes and any other applicable deductions.

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Provided, if Physician fails to comply with the requirements of call coverage pursuant to Section 3.1(a) or such requirements formulated pursuant to Section 3.1(b), then Physician shall not receive the Pay for Call Stipend and Physician's Base Compensation shall be reduced by 30%, with such amount forfeited by Physician, during such period of noncompliance. Provided, however, in extenuating circumstances, the Group may waive a reduction in Physician's Base Compensation required pursuant to Section 4.2(c).

4.3 Fringe Benefits. The Group shall provide such benefits and pay such expenses of Physician as determined consistent with such policies and practices established by the Group as such policies and practices may be amended from time to time. All benefits will be made available to Physician on a nondiscriminatory basis with all other Shareholders of the Group.

4.4 Annual Leave. Physician shall be entitled to twenty-five (25) compensated annual leave days during the first five years of employment as a Shareholder employee as measured by the first day of Physician's service as a Shareholder employee. During the sixth through the tenth years as a Shareholder employee, Physician shall be entitled to forty (40) compensated annual leave days. After the tenth year as a Shareholder employee, Physician shall be entitled to forty (40) compensated annual leave days. Until the eleventh year as a Shareholder employee, Physician may not use more than ten (10) leave days consecutively and no more than ten (10) leave days during any calendar month. After the tenth year as a Shareholder employee, Physician may purchase for Two Hundred Fifty Thousand & 00/100 Dollars ($250,000): (i) twenty (20) additional annual leave days, (ii) the right to use all sixty (60) annual leave days consecutively, or divided as Physician chooses, without any restriction, and (iii) upon expiration of the sixty (60) annual leave days the right to use five (5) additional annual leave days in the event of Physician's legitimate sickness or attendance at CME programs, provided such programs are approved by a majority of the Shareholders ("Sabbatical Leave"). Physician's payment for Sabbatical Leave shall be made by deductions from Physician's Base Compensation. Physician shall receive additional annual leave credit for Sabbatical Leave as described in Section 4.2(c). In the event Physician serves as the Managing Shareholder, then Physician shall receive additional annual leave credit as described in Section 4.2(c) in the amount specified in the Shareholders Agreement.

4.5 Insurance/Tail Coverage. The Group shall ensure that Physician is provided professional and general liability insurance coverage for all occurrences during the period of time Physician is affiliated with the Group. Further, in the event that Physician's employment by the Group is terminated for any reason within the first forty-eight (48) whole calendar months, measured from the Effective Date, and at such time the Group maintains a "claims made" professional liability policy, then Physician shall be required to pay a prorated portion (calculated using a fraction equal to the number of months remaining for Physician's employment to equal forty-eight (48) months divided by forty-eight (48)) of the premium for an extended reporting endorsement ("tail coverage") for the professional liability coverage for the period of time Physician was employed by the Group. Physician's portion shall be calculated by

5.0 CONFIDENTIALITY.

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DYCE/SCENT 313

P590

4750

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5.1 Confidentiality. Physician shall hold in confidence and not disclose and shall protect and safeguard from disclosure any and all business and other information that has not otherwise been publicly disclosed relating to the business and operation of the Group, the terms of this Agreement, the operation of the practice, patient records, patient lists, and all other information designated by the Group as confidential.

6.0 MISCELLANEOUS.

6.1 Entire Agreement. Except as otherwise provided in the Shareholders Agreement, this Agreement contains the complete, full and exclusive understanding of the parties with respect to Physician's engagement by the Group and supersedes any and all other agreements between the parties with respect to this subject matter. The parties acknowledge and agree that certain provisions in the Shareholders Agreement may modify this Agreement and in the event of a conflict between any terms in this Agreement and the Shareholders Agreement, the terms of the Shareholders Agreement shall control.

6.2 Headings. All headings are for convenience only and shall not be construed to modify the substance of this Agreement.

6.3 Amendments. Any amendments, additions or supplements to this Agreement shall be effective and binding on the Group and Physician only if in writing and signed by each party to this Agreement.

6.4 Notice. Any notice required or permitted under this Agreement shall be in writing and shall be delivered or sent by registered or certified United States mail to the parties at the following addresses:

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P591

4751

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If to the Group:

South Carolina ENT, Allergy & Sleep Medicine, P.A.
1165 Hwy 1 South, Ste. 300
Lugoff, SC 29078
Attn: Managing Shareholder

If to Physician:

Orville Dyce, M.D.
1165 Hwy 1 South, Ste. 300
Lugoff, SC 29078

Either of the parties may change the foregoing addresses by written notice to the other party as provided by this paragraph.

6.5 Severability. If any provision of this Agreement is found to be invalid or unenforceable, such provision shall be deemed stricken from this Agreement and the remainder of this Agreement shall remain in full force and effect. The parties shall negotiate in good faith to amend the Agreement to replace any provision found to be invalid or unenforceable with a valid and enforceable provision which, as nearly as possible, accomplishes the original objectives of the parties.

6.6 Waivers. The waiver of a breach of any provision of this Agreement by either party hereto shall not operate or be construed as a waiver of any subsequent breach by such party of such provision or any other provision hereof. No waiver shall be valid unless in writing and signed by Physician and by an authorized officer of the Group.

6.7 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the United States of America and the State of South Carolina. This Agreement is intended to be, and to the extent possible shall be construed so as to be in compliance with Medicare and Medicaid rules, regulations, principles and interpretations.

6.8 Benefit. This Agreement shall be binding upon and inure to the benefit of and shall be enforceable by and against the Group, its partners and its successors and assigns, and Physician, his heirs, beneficiaries and legal representatives.

6.9 Expenses. If a party hereto brings an action in court for enforcement or relief hereunder alleging a breach or threatened breach by the other party, or brings an arbitration proceeding, the party that substantially prevails shall be reimbursed by the non-prevailing party for all legal costs, including reasonable attorneys' fees and other expenses incurred by the prevailing party in such action or proceeding, including the costs of prosecuting any cross-claims or counterclaims of the prevailing party. Except as otherwise expressly provided herein, each party to this Agreement shall pay their own expenses (including, without limitation, the fees and expenses of all its or his or her agents, representatives, counsel, and accountants) incidental to the negotiation, drafting, and performance of this Agreement.

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6.10 Assignment. This Agreement may not be assigned except by the Group to a successor corporation or an entity controlled by the Group.

6.11 Survival. Any term or condition of this Agreement which requires or might require performance after the termination of Physician's employment hereunder, including, but not limited to, the covenants contained in Section 3.10, 3.11, and 3.12 herein, shall survive such termination.

(SIGNATURES ARE ON THE FOLLOWING PAGE)

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DYCE/SCENT 316

P593

4753

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IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the day and year first above written.

SOUTH CAROLINA ENT, ALLERGY & SLEEP MEDICINE, P.A.

By: _____

Date: 6/4/08

Orville Dyce, M.D.

_____

Date: 6/4/08

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THIS AGREEMENT PROVIDES FOR ARBITRATION PURSUANT TO THE SOUTH CAROLINA UNIFORM ARBITRATION ACT (S.C. CODE ANN. § 15-48-10 ET SEQ.) AS AMENDED.

EMPLOYMENT AGREEMENT

THIS AGREEMENT (the "Agreement") is entered into effective as of the 1st day of June, 2008 ("Effective Date"), by and between South Carolina ENT, Allergy & Sleep Medicine, P.A. (the "Group"), and Chad Gunnlaugsson, M.D. ("Physician").

WHEREAS, Physician is a duly licensed physician, qualified to provide physician services at the Group's facilities;

WHEREAS, Physician has entered into a separate covenant not to compete with the Group which is an essential element in this contractual relationship with the Group;

WHEREAS, the Group and its Physician shareholders (each a "Shareholder") have entered into that certain Amended and Restated Shareholders Agreement by and among South Carolina ENT, Allergy and Sleep Medicine, P.A. and its Shareholders dated June 1, 2008 ("Shareholders Agreement").

NOW, THEREFORE, in lieu of any and all previous agreements, whether oral or written, and in consideration of the recitals and the mutual covenants and agreements set forth in this Agreement the parties agree as follows:

1.0 EMPLOYMENT.

1.1 Engagement of Physician. The Group hereby employs Physician on a full-time basis as a "Shareholder-Track Physician" employee and Physician hereby accepts employment as a Shareholder-Track Physician on the terms and conditions set forth in this Agreement. Physician, as a Shareholder-Track Physician, shall earn the compensation and benefits provided in this Employment Agreement which shall be consistent with the employment agreements of all Shareholders. Upon approval by the Group, Physician shall be allowed to purchase shares of common stock of the Group and become a Shareholder upon satisfaction of the requirements established by the Group to purchase the shares and the execution of the Shareholders Agreement (collectively, all Group Shareholder-Track Physicians and Shareholder employees shall be referred to as the "Physician-employees"). After becoming a Shareholder, the terms of this Employment Agreement shall continue to apply in addition to the benefits provided Physician pursuant to the Shareholders Agreement.

1.2 Qualifications.

(a) Medical Staff Privileges. Physician shall maintain membership on the active Medical Staff of Carolina Pines Medical Center, Kershaw County Medical Center, and Providence Medical Center (singularly or

collectively the "Hospital") and appropriate unrestricted admitting and clinical privileges at such other facilities or entities as mutually agreed upon by the Group and Physician from time to time during the term of this Agreement.

(b) Medical Licenses. Physician hereby certifies that he or she is duly licensed without restriction to practice medicine in the State of South Carolina and has obtained all appropriate approvals to prescribe and dispense drugs under applicable state and federal laws. Physician shall maintain without restriction such license and approvals throughout the term of this Agreement.

(c) Board Certification. Physician certifies that he or she is board certified or board eligible in Otolaryngology. Physician shall maintain such board certification or eligibility during the term of this Agreement.

2.0 TERM AND TERMINATION.

2.1 Term. The term of this Agreement shall commence on the Effective Date and continue until the fifth anniversary thereof unless earlier terminated pursuant to Sections 2.2 or 2.3 of the this Agreement. Upon expiration of the initial term, or any renewal term thereof, this Agreement shall automatically renew for successive one-year terms. If either Group or Physician desires not to so extend the term of Physician's employment hereunder, such party shall notify the other party not less than 120 days prior to the expiration of the then current term.

2.2 Termination by the Group. Notwithstanding the foregoing, and in addition to the termination provisions stated elsewhere herein, this Agreement may also be terminated by the Group upon the occurrence of any of the following events:

(a) the death of Physician;

(b) the disability of Physician. For purposes of this subsection, "Disability" shall mean a condition, physical, mental or emotional in origin, which constitutes a long-term disability under the disability insurance policy covering Physician. Barring a disability insurance policy with an applicable definition, Disability shall be determined by agreement of Physician and the Group. Unless a dispute resolution process is otherwise prescribed in the disability insurance policy with respect to Physician, if Physician and the Group cannot agree as to whether Physician is disabled, Physician and the Group shall select a medical doctor who shall make the determination of Disability, and whose determination shall be binding upon all parties to this Agreement. If Physician and the Group cannot agree upon such medical doctor, Physician and the Group shall each select a medical doctor and the medical doctors so selected shall select a third medical doctor, whose determination shall be binding upon all parties to

this Agreement. The Group shall bear all costs incident to obtaining the medical examination hereunder;

(c) Physician's failure to comply with a clear management directive of the Group's Managing Shareholder that is reasonable under the circumstances, and which is approved by a majority of the Shareholders, after Physician has been advised in writing that failure to so comply may be grounds for termination;

(d) Physician's license to practice medicine in South Carolina is revoked, suspended or materially restricted in any manner;

(e) Physician's state or federal drug registration and/or approvals are revoked, suspended or materially restricted in any manner;

(f) Physician's staff privileges at Hospital are revoked, suspended or materially restricted in any manner;

(g) Gross or flagrant professional negligence by Physician;

(h) Upon a vote of a majority of the Shareholders if Physician fails to meet the production standards in Section 3.1(f) or the residency requirements in Section 3.1(d) of this Agreement; and

(i) State or federal laws are amended or interpreted such that this Agreement or any material part hereof is in violation of such laws or interpretations or would reasonably be construed to subject Group to possible fines, penalties or assessments; provided Group shall in good faith attempt to modify this Agreement so as to avoid such risk, if Group has adequate time to do so in light of the exigencies of the then existing circumstances.

2.3 Other Termination. This Agreement may also be terminated by either party as follows:

(a) Termination With Cause. This Agreement may be terminated for cause by a party upon 30 days' written notice to the other party, in the event of the other party's breach of a material term or condition of this Agreement (unless the breach is susceptible to being cured and is cured within 30 days after notice of such breach).

(b) Termination by Agreement. This Agreement may be terminated by mutual written agreement of the Group and Physician, at any time.

(c) Termination Without Cause by the Group. This Agreement may be terminated upon sixty (60) days written notice without cause by a vote of

SCENT DEF Exhibit 9

the Shareholders in accordance with the terms of the Shareholders Agreement. The Group, at its option, shall have the right to restrict or prohibit Physician from the continued active performance of services for the Group during the sixty (60) day period while paying the compensation due to Physician pursuant to this Agreement for the remainder of the notice period.

(d) Termination Without Cause by Physician. Physician may terminate this Agreement upon twelve (12) whole calendar months written notice to the Group.

2.4 Payment For Services Upon Termination. In the event of termination, payments for compensation including Base Compensation and all components of variable compensation in Section 4.2 and vested rights to fringe benefits shall be prorated to the date of termination.

3.0 RESPONSIBILITIES OF PHYSICIAN.

3.1 Job Description.

(a) Physician shall render a full range of professional services typically provided by a licensed physician practicing in the area of Otolaryngology at such of the Group's practice sites as requested by the Managing Shareholder. As of the date of this Agreement the Group's service area includes Chesterfield, Darlington, Kershaw and Richland Counties of South Carolina. Physician shall devote his best efforts and loyalty to the treatment of patients and the provision of related health care and other services. Physician shall provide office coverage, call coverage and adhere to a holiday schedule as determined by the officer of the Group designated as the "Managing Shareholder" pursuant to the Shareholders Agreement; provided, however, in the event any Shareholder raises an objection to the office coverage, call coverage or holiday schedule, then Physician shall adhere to such schedules approved by a majority of the Shareholders. Except as otherwise provided in the Shareholders Agreement, Physician's responsibilities shall include (i) such office hours and hospital rounds as established by the Group, from time to time, (ii) weekday call coverage, (iii) weekend call coverage during which time Physician shall provide coverage for the entire medical practice for all locations of the Group, and (iv) after hours responsibilities to attend administrative meetings and perform administrative functions as requested from time to time by the Managing Shareholder. In the event that coverage cannot be provided by Physician, or in the event that any change must be made to office coverage, Physician shall obtain the approval of the Managing Shareholder.

(b) Physician shall comply with all rules and regulations of the Group and perform all duties in the manner determined by the Group; provided, however, that the Group shall not require performance of any duties which violate any law or ethical principle of medicine. Physician shall use Physician's best efforts to further the practice of the Group and enhance the Group's standing among members of the medical profession and present or prospective patients. Physician will refrain from any conduct or actions which would be libelous or slanderous to the Group or the physician employees of the Group or otherwise would negatively impact the Group members of the medical profession and present or prospective patients.

(c) With the exception of income received from such teaching, medical directorships, speaking or consulting engagements, publishing, expert witness testimony, Hospital stipends for administrative services and other such activities that may be specifically approved by the Group, all income and fees that Physician earns during the term of this Agreement from the practice of medicine shall belong to the Group. Provided, however, prior to engaging in any medically related work not performed exclusively for the Group, Physician shall obtain the prior written approval of the Managing Shareholder, which approval shall only be given by the Managing Shareholder after the approval of a majority of the Shareholders, to engage in such outside work and submit such documentation as requested from time to time by the Managing Shareholder that Physician has in full force a liability policy with coverage limits satisfactory to the Group covering such outside work.

(d) Physician agrees that during the term of this Agreement Physician shall maintain a full-time residence in the geographic area of Darlington and Kershaw Counties South Carolina or one of the developments on the east side of Spears Creek Church Road and South of Route 1 in Richland County, South Carolina. To the extent Physician maintains, as of the Effective Date, a residence, or subsequently moves to a residence, with a postal zip code in one of the communities of Camden (zip codes 29020, 29021), Lugoff (zip code 29078), Hartsville (zip codes 29550, 29551) or one the developments on the east side of Spears Creek Church Road and South of Route 1 in Richland County (contained in a portion of zip code 29045), Physician agrees not to subsequently relocate Physician's full-time residence out of such geographic area defined by such zip code, or any successor code thereto, during the term of this Agreement or any extension thereof without the consent of the Managing Shareholder. Physician acknowledges that the success of Group's medical practice depends upon Physician's presence in the geographic areas referenced in this subparagraph and Physician shall use his best efforts to comply with this provision.

(e) During the term of his employment with the Group, Physician shall not engage in the provision of medical services or any related activity which competes with the Group or which interferes with the proper performance of Physician's obligations under this Agreement.

(f) Physician acknowledges and agrees that Physician's Total Production, as defined below, is required to be within twenty eight percent (28%) of the Average Production, defined below. In the event that Physician's Total Production is less than the Physician's Average Production for two (2) consecutive years, then this Employment Agreement may be terminated for cause by a vote of a majority of the Shareholders.

3.2 Supervision of Professional Services and Personnel. Physician shall manage the professional services provided by him at the Group's facilities. Physician shall be responsible for the supervision of the nursing and other technical staff working at the Group's facilities with or for Physician. Upon the Group's request, Physician shall advise the Group on issues relating to the efficient management of the personnel, including staff evaluations.

3.3 Standard of Care. Physician shall provide medical services of a type and quality consistent with the standards and principles of the American Academy of Otolaryngology Allergy and any other applicable generally recognized and accepted standards. Nothing in this paragraph 3.3 shall affect coverage under any professional liability insurance or be deemed to provide rights or remedies with respect to any person not a party to this Agreement.

3.4 Quality Improvement, Risk Management, and Utilization Review. Physician agrees to participate in and abide by the processes utilized by the Group for quality improvement, risk management, utilization management, and complaint resolution; so long as Physician's patient care is not reduced below the standards set under Section 3.3 hereinabove.

3.5 Third-Party Payor Programs. Physician agrees to participate as a provider of medical services under any agreements with third-party payors, including any HMO, PPO, managed care plan, or employer as entered into by or on behalf of the Group.

3.6 Continuing Medical Education. Physician is encouraged to maintain updated clinical skills by regularly participating in appropriate continuing medical education activities, particularly, Sleep Medicine and Otolaryngic Allergy.

3.7 Reports and Medical Records. Physician shall complete all reasonably required medical records and other documentation as may be reasonably required by the Group in a timely fashion. Physician shall reasonably assist the Group in the billing and collection of fees for the provision of professional services under this Agreement. Physician acknowledges and agrees that, unless otherwise agreed to in writing by the Group, all medical records, patient charts, files, X-rays, patient lists, patient credit information and histories as well as the other

documents and records which are currently existing or are generated in connection with the Group belong to and shall remain the property of the Group. Upon termination of this Agreement, (i) if Physician is involved in litigation or an administrative proceeding which is related to a patient seen or treated by Physician while at or on behalf of the Group, the Group will provide to Physician, at no charge, a copy of all medical records, patient charts, files, X-rays, patient lists, patient credit information and histories as well as the other documents and records which are currently in existence for such patient; and (ii) the Group will provide to Physician, upon payment of a reasonable fee for reproduction, the medical record of any patient who requests that his record be transmitted to Physician.

3.8 Agreement to Not Bind the Group. Physician acknowledges that except as provided in the Shareholders Agreement, Physician has no authority to make decisions regarding the business operations of the Group and Physician shall not take any individual action that purports to bind the Group. The Group shall be bound only by decisions made and agreements executed in accordance with the requirements of the Shareholders Agreement.

3.9 Covenant Not to Compete. Physician acknowledges that Physician has on this date entered into a covenant not to compete with the Group (the "Covenant Not to Compete"), a copy of which is attached hereto as Exhibit A and incorporated herein by reference. The covenant not to compete contained therein will not become effective until the earlier of the expiration of the term of this Agreement as provided in Section 2.1, or other termination of this Agreement pursuant to Section 2. In addition to the covenant in Exhibit A, Physician agrees that during the term of his employment hereunder, Physician shall not (i) engage in any business activity or employment related to the provision of health care services or products except as expressly permitted by this Agreement; (ii) take any action which would interfere with or prevent his performance of the duties assigned to him by the Group or be inconsistent with or detrimental to the Group's business; or (iii) solicit or attempt to induce any patient of the Group to obtain medical services from any person, corporation, partnership, professional association, unincorporated association, or other entity by which Physician is employed to perform, or otherwise is remunerated, directly or indirectly, in cash or in kind, for performing, medical services. Violation of the covenants of this Section 3.9 by Physician will entitle the Group to injunctive or other relief, including damages in a court of competent jurisdiction.

3.10 Non-Solicitation. Except as otherwise provided in the Shareholders Agreement, Physician acknowledges that during the term of his employment hereunder, he will have extensive contacts with the professional staff and other employees of the Group, and other affiliates of the Group. Accordingly, Physician covenants and agrees that during the term of his employment hereunder and during the two-year period immediately thereafter he will not hire, solicit or attempt to induce any professional staff or other employee of the Group or an affiliate of the Group to leave their employment or to work directly or indirectly for or with Physician, or for or with any person, corporation, partnership, professional association, unincorporated association, or other entity by which Physician is employed to perform, or otherwise is remunerated, directly or indirectly, in cash or in kind, for performing, medical services. If Physician violates the covenants in this Section 3.10, then Physician agrees to pay the Group upon demand as liquidated damages an amount equal to One Hundred Twenty-Five Thousand

and 00/100 Dollars ($125,000) plus interest computed annually at the prime rate (as quoted in the Wall Street Journal) from the date of the violation until payment is made. Physician and the Group acknowledge and agree that the liquidated damages amount is a fair and reasonable measure of the foreseeable harm to the Group as a result of such termination or breach. Physician further acknowledges the Group's right to liquidated damages is in addition to the Group's right to injunctive relief and that it is not intended by the parties that the Group's right to liquidated damages in any way invalidates its right to injunctive relief.

3.11 Liquidated Damages. Physician acknowledges that the Group will incur substantial expenditures in connection with the development and operation of Physician's medical practice during the term of this Agreement and the Group would suffer damages as a result of a breach by Physician of this Agreement or the Covenant Not to Compete. Accordingly, in the event (i) Physician's employment terminates for any reason other than (a) a material breach by the Group related to the payment of Physicians Base Compensation or Variable Compensation (after the applicable cure periods in Section 2.3(a)), (b) Physician's death, (c) Physician's Disability (within the meaning of Section 2.2(b)), or (d) a change in law as described in Section 2.2(i); or (ii) Physician violates the terms of the Covenant Not to Compete, then Physician agrees to pay the Group upon demand as liquidated damages an amount equal to Seven Hundred Fifty Thousand and 00/100 Dollars ($750,000), plus interest computed annually at the prime rate (as quoted in the Wall Street Journal) from the date of the termination or violation, as applicable, until payment is made. Physician and the Group acknowledge and agree that the liquidated damages amount is a fair and reasonable measure of the foreseeable harm to the Group as a result of such termination or breach. Physician further acknowledges the Group's right to liquidated damages is in addition to the Group's right to injunctive relief and that it is not intended by the parties that the Group's right to liquidated damages in any way invalidates its right to injunctive relief.

4.0 RESPONSIBILITIES OF THE GROUP.

4.1 Base Compensation. The Group shall, during the term of this Agreement, pay Physician compensation at the rate of $ 260,000 per annum (the "Base Compensation"), less required deductions for federal, state and local wage and employment taxes and any other applicable deductions. Payments shall be made in installments every two weeks less such required deductions. In the event that this Agreement is terminated prior to the expiration of its term, the Group shall be obligated to pay Physician all compensation earned and owing to the date of termination, but Physician so terminated shall have no interest in the accounts receivable or other assets of the Group.

4.2 Variable Compensation. In addition to Physician's Base Compensation, Physician shall receive the following components of variable compensation:

(a) On a monthly basis, Physician shall receive an amount equal to the total monetary stipends that the Group received for the prior month after deducting any portion paid to physician extenders divided by the number of eligible (as eligibility is defined by the Group's administrative

policies) full-time physicians employed by the Group during the prior month (the "Pay for Call Stipend");

(b) Every two weeks, Physician shall receive a $3,000 payment if Physician maintained a full-time residence in the city limits of either Camden, South Carolina or Hartsville, South Carolina or any future practice location of the Group other than the greater Columbia Metropolitan area (the "Non-Metropolitan Bonus").

(c) In the event Physician's total production, measured by all professional services personally performed by Physician and services of a physician extender performed under Physician's supervision and all ancillary services generated by Physician for goods or services, excluding designated health services payable by Medicare, Medicaid or other federal program payor, within the meaning of Section 1877 of the Social Security Act, also known as the physician self-referral law or "Stark" law, ("Total Production"), is less than the average Total Production of all other Physician-employees determined at the end of each calendar year based on the Total Production during such calendar year (the "Average Production") by more than twenty eight percent (28%), then Physician's Base Compensation shall be decreased during the succeeding calendar year by the same percentage by which Physician's Total Production is below the Average Production. By way of example, if Physician's Total Production is less than the Average Production by 30% in a calendar year then Physician's Base Compensation would be decreased by 30% in the succeeding year. For purposes of calculating Total Production and the application of the provisions in this Section 4.2(c) either charges for services or actual collections for services may be used as the basis to measure Physician's production (the "Production Dollars"), whichever is more appropriate under the circumstances, as determined by a majority of the Shareholders after the advice of the Managing Partner. For purposes of calculating Total Production, annual leave days shall be credited with an amount of Production Dollars equivalent to Physician's average daily Production Dollars calculated without regard to the annual leave. By way of example, if Physician works 250 days in a calendar year and takes 10 days of annual leave in the same year, then Physician's average daily Production Dollars shall be calculated by dividing the total Production Dollars for the year by 250. The amount of Physician's average daily Production Dollars would then be multiplied by 10 and such amount would be added to Physician's total Production Dollars to calculate Physician's Total Production.

(d) Under special circumstances which require Physician to provide excessive call coverage or spend excessive time in furtherance of the Group's medical practice, Physician may receive a bonus, not the exceed

Thirty Thousand & 00/100 Dollars ($30,000) in any calendar year, if such bonus is recommended by the Managing Shareholder and approved by the Group.

All payments of variable compensation made to Physician shall be net of required deductions for federal, state and local wage and employment taxes and any other applicable deductions. Provided, if Physician fails to comply with the requirements of call coverage pursuant to Section 3.1(a) or such requirements formulated pursuant to Section 3.1(b), then Physician shall not receive the Pay for Call Stipend and Physician's Base Compensation shall be reduced by 30%, with such amount forfeited by Physician, during such period of noncompliance. Provided, however, in extenuating circumstances, the Group may waive a reduction in Physician's Base Compensation required pursuant to Section 4.2(c).

4.3 Fringe Benefits. The Group shall provide such benefits and pay such expenses of Physician as determined consistent with such policies and practices established by the Group as such policies and practices may be amended from time to time. All benefits will be made available to Physician on a nondiscriminatory basis with all other Shareholders of the Group.

4.4 Annual Leave. Physician shall be entitled to twenty-five (25) compensated annual leave days during the first five years of employment as a Shareholder employee as measured by the first day of Physician's service as a Shareholder employee. During the sixth through the tenth years as a Shareholder employee, Physician shall be entitled to forty (40) compensated annual leave days. After the tenth year as a Shareholder employee, Physician shall be entitled to forty (40) compensated annual leave days. Until the eleventh year as a Shareholder employee, Physician may not use more than ten (10) leave days consecutively and no more than ten (10) leave days during any calendar month. After the tenth year as a Shareholder employee, Physician may purchase for Two Hundred Fifty Thousand & 00/100 Dollars ($250,000): (i) twenty (20) additional annual leave days, (ii) the right to use all sixty (60) annual leave days consecutively, or divided as Physician chooses, without any restriction, and (iii) upon expiration of the sixty (60) annual leave days the right to use five (5) additional annual leave days in the event of Physician's legitimate sickness or attendance at CME programs, provided such programs are approved by a majority of the Shareholders ("Sabbatical Leave"). Physician's payment for Sabbatical Leave shall be made by deductions from Physician's Base Compensation. Physician shall receive additional annual leave credit for Sabbatical Leave as described in Section 4.2(c). In the event Physician serves as the Managing Shareholder, then Physician shall receive additional annual leave credit as described in Section 4.2(c) in the amount specified in the Shareholders Agreement.

4.5 Insurance/Tail Coverage. The Group shall ensure that Physician is provided professional and general liability insurance coverage for all occurrences during the period of time Physician is affiliated with the Group. Further, in the event that Physician's employment by the Group is terminated for any reason within the first forty-eight (48) whole calendar months, measured from the Effective Date, and at such time the Group maintains a "claims made" professional liability policy, then Physician shall be required to pay a prorated portion (calculated using a fraction equal to the number of months remaining for Physician's

employment to equal forty-eight (48) months divided by forty-eight (48)) of the premium for an extended reporting endorsement ("tail coverage") for the professional liability coverage for the period of time Physician was employed by the Group. Physician's portion shall be calculated by

5.0 CONFIDENTIALITY.

5.1 Confidentiality. Physician shall hold in confidence and not disclose and shall protect and safeguard from disclosure any and all business and other information that has not otherwise been publicly disclosed relating to the business and operation of the Group, the terms of this Agreement, the operation of the practice, patient records, patient lists, and all other information designated by the Group as confidential.

6.0 MISCELLANEOUS.

6.1 Entire Agreement. Except as otherwise provided in the Shareholders Agreement, this Agreement contains the complete, full and exclusive understanding of the parties with respect to Physician's engagement by the Group and supersedes any and all other agreements between the parties with respect to this subject matter. The parties acknowledge and agree that certain provisions in the Shareholders Agreement may modify this Agreement and in the event of a conflict between any terms in this Agreement and the Shareholders Agreement, the terms of the Shareholders Agreement shall control.

6.2 Headings. All headings are for convenience only and shall not be construed to modify the substance of this Agreement.

6.3 Amendments. Any amendments, additions or supplements to this Agreement shall be effective and binding on the Group and Physician only if in writing and signed by each party to this Agreement.

6.4 Notice. Any notice required or permitted under this Agreement shall be in writing and shall be delivered or sent by registered or certified United States mail to the parties at the following addresses:

If to the Group: South Carolina ENT, Allergy & Sleep Medicine, P.A.
1165 Hwy 1 South, Ste. 300
Lugoff, SC 29078
Attn: Managing Shareholder

If to Physician: Chad Gunnlaugsson, M.D.
1165 Hwy 1 South, Ste. 300
Lugoff, SC 29078

Either of the parties may change the foregoing addresses by written notice to the other party as provided by this paragraph.

6.5 Severability. If any provision of this Agreement is found to be invalid or unenforceable, such provision shall be deemed stricken from this Agreement and the remainder of this Agreement shall remain in full force and effect. The parties shall negotiate in good faith to amend the Agreement to replace any provision found to be invalid or unenforceable with a valid and enforceable provision which, as nearly as possible, accomplishes the original objectives of the parties.

6.6 Waivers. The waiver of a breach of any provision of this Agreement by either party hereto shall not operate or be construed as a waiver of any subsequent breach by such party of such provision or any other provision hereof. No waiver shall be valid unless in writing and signed by Physician and by an authorized officer of the Group.

6.7 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the United States of America and the State of South Carolina. This Agreement is intended to be, and to the extent possible shall be construed so as to be in compliance with Medicare and Medicaid rules, regulations, principles and interpretations.

6.8 Benefit. This Agreement shall be binding upon and inure to the benefit of and shall be enforceable by and against the Group, its partners and its successors and assigns, and Physician, his heirs, beneficiaries and legal representatives.

6.9 Expenses. If a party hereto brings an action in court for enforcement or relief hereunder alleging a breach or threatened breach by the other party, or brings an arbitration proceeding, the party that substantially prevails shall be reimbursed by the non-prevailing party for all legal costs, including reasonable attorneys' fees and other expenses incurred by the prevailing party in such action or proceeding, including the costs of prosecuting any cross claims or counterclaims of the prevailing party. Except as otherwise expressly provided herein, each party to this Agreement shall pay their own expenses (including, without limitation, the fees and expenses of all its or his or her agents, representatives, counsel, and accountants) incidental to the negotiation, drafting, and performance of this Agreement.

6.10 Assignment. This Agreement may not be assigned except by the Group to a successor corporation or an entity controlled by the Group.

6.11 Survival. Any term or condition of this Agreement which requires or might require performance after the termination of Physician's employment hereunder, including, but not limited to, the covenants contained in Section 3.10, 3.11, and 3.12 herein, shall survive such termination.

(SIGNATURES ARE ON THE FOLLOWING PAGE)

SCENT DEF Exhibit 9

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the day and year first above written.

SOUTH CAROLINA ENT, ALLERGY & SLEEP MEDICINE, P.A.

By: _____

Date: 6/1/08

Chad Gunnlaugsson, M.D.

_____

Date: 6/1/08

COVENANT NOT TO COMPETE

THIS COVENANT NOT TO COMPETE is made as of the 1st day of June, 2008, ("Covenant Not to Compete"), by and between South Carolina ENT, Allergy and Sleep Medicine, P.A., doing business as (the "Group"), and Chad Gunnlaugsson, M.D. ("Physician").

WHEREAS, the Group is engaged in the business of providing health care and related services;

WHEREAS, the Group and is a party to that certain Amended and Restated Shareholders Agreement by and among South Carolina ENT, Allergy and Sleep Medicine, P.A. and its Shareholders dated June 1, 2008 ("Shareholders Agreement");

WHEREAS, Physician has agreed to enter into this Covenant Not to Compete and that certain Employment Agreement of even date herewith by and between the Group and Physician (the "Employment Agreement");

WHEREAS, Physician desires to provide physician services exclusively for and on behalf of patients of the Group through employment with the Group for salary and other benefits;

WHEREAS, both the Group and Physician acknowledge that the Group's business is highly competitive and that the Group has a need to protect the anticipated value created by Physician's exclusive practice for the Group;

WHEREAS, Group's business involves providing services to patients who include but are not limited to (i) persons who are patients of Physician at the time this Covenant Not to Compete is executed; (ii) persons who shall become patients of the Group or Physician during the period this Covenant Not to Compete is in effect; and (iii) any person, corporation, partnership or association whose individual or group contract for health services, at the time this Covenant Not to Compete is executed or during the period this Covenant Not to Compete is in effect, provides for services to be delivered by or through Group (collectively referred to as the "Patient" or the "Patients"); and

WHEREAS, during the course of his employment, Physician will become privy to and knowledgeable about the patients, services, rates, fees, systems, business customs and practices, and other information and trade secrets concerning the Group's business which would be injurious and damaging to the Group if divulged, used or made known to a competitor.

NOW THEREFORE, in consideration of good and valuable consideration, including the salary, bonuses and benefits to be paid to Physician during the term of the Employment Agreement, and the mutual promises and covenants as set forth in the Employment

SCENT DEF Exhibit 9

Agreement and the Shareholders Agreement, and the mutual promises and covenants contained herein, the parties agree as follows:

1. For a period of eighteen (18) whole calendar months from the date of termination of the Employment Agreement, Physician shall not directly or indirectly practice medicine or provide medical services within a twenty (20) mile radius of any practice site maintained by the Group. Physician further covenants and agrees that during the eighteen (18) whole calendar month period immediately after termination of the Employment Agreement, Physician shall not directly, or indirectly, for himself or for any person, corporation, partnership, professional association, unincorporated association, limited liability company, limited liability partnership, or other entity by which Physician is compensated for performing medical services or in which Physician has an economic interest, call upon, solicit, accept business from, or provide health care or related services to, any Patient, except for any Patient who delivers to the Group a valid consent to release their medical records to Physician. In the event the Employment Agreement is terminated for a material breach by the Group related to the payment of Physician's Base Compensation or Variable Compensation (after the applicable cure periods in Section 2.3(a) of the Employment Agreement) or a change in law as described in Section 2.2(i) of the Employment Agreement, this Covenant Not to Compete shall not apply.

2. Violation of this Covenant Not to Compete by Physician will entitle the Group to injunctive or other relief, including damages, in a court of competent jurisdiction. If the period of time or the scope of noncompetition herein specified is adjudged unreasonable in any court proceeding, then the period of time or scope shall be reduced as is deemed necessary to allow this covenant to be enforced during such period of time as is determined to be reasonable. Furthermore, in the event Physician breaches this Covenant Not to Compete, Physician agrees to pay all reasonable expenses of the Group, including attorney's fees, to enforce this Covenant Not to Compete. The Group shall have these rights in addition to damages and all other remedies available to it at law and in equity.

3. Notice. Any notice required or permitted under this Agreement shall be in writing and shall be delivered or sent by registered or certified United States mail to the parties at the following addresses:

If to the Group:	South Carolina ENT, Allergy & Sleep Medicine, P.A. 1165 Hwy 1 South, Ste. 300 Lugoff, SC 29078 Attn: Managing Shareholder
If to Physician:	Chad Gunnlaugsson, M.D. 1165 Hwy 1 South, Ste. 300 Lugoff, SC 29078

Either of the parties may change the foregoing addresses by written notice to the other party as provided by this paragraph.

4. This Covenant Not to Compete shall be construed under and be governed in all respects by the internal laws, and not the laws pertaining to choice or conflicts of laws, of the State of South Carolina.

5. No waiver in any instance by any party of any provision of this Covenant Not to Compete shall be deemed a waiver by such party of such provision in any other instance or a waiver of any other provision hereunder in any instance. This Covenant Not to Compete cannot be modified except in writing signed by the party to be charged.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the day and year first above written.

SOUTH CAROLINA ENT, ALLERGY & SLEEP MEDICINE, P.A.

By: _____
ROBERT PLUHAR, President

Date: 6/1/08

Chad Gunnlaugsson, M.D.

_____

Date: 6/1/08

COVENANT NOT TO COMPETE

THIS COVENANT NOT TO COMPETE is made as of the 1st day of June, 2008, ("Covenant Not to Compete"), by and between South Carolina ENT, Allergy and Sleep Medicine, P.A., doing business as (the "Group"), and Orville Dyce, M.D. ("Physician").

WHEREAS, the Group is engaged in the business of providing health care and related services;

WHEREAS, the Group and is a party to that certain Amended and Restated Shareholders Agreement by and among South Carolina ENT, Allergy and Sleep Medicine, P.A. and its Shareholders dated June 1, 2008 ("Shareholders Agreement");

WHEREAS, Physician has agreed to enter into this Covenant Not to Compete and that certain Employment Agreement of even date herewith by and between the Group and Physician (the "Employment Agreement");

WHEREAS, Physician desires to provide physician services exclusively for and on behalf of patients of the Group through employment with the Group for salary and other benefits;

WHEREAS, both the Group and Physician acknowledge that the Group's business is highly competitive and that the Group has a need to protect the anticipated value created by Physician's exclusive practice for the Group;

WHEREAS, Group's business involves providing services to patients who include but are not limited to (i) persons who are patients of Physician at the time this Covenant Not to Compete is executed; (ii) persons who shall become patients of the Group or Physician during the period this Covenant Not to Compete is in effect; and (iii) any person, corporation, partnership or association whose individual or group contract for health services, at the time this Covenant Not to Compete is executed or during the period this Covenant Not to Compete is in effect, provides for services to be delivered by or through Group (collectively referred to as the "Patient" or the "Patients"); and

WHEREAS, during the course of his employment, Physician will become privy to and knowledgeable about the patients, services, rates, fees, systems, business customs and practices, and other information and trade secrets concerning the Group's business which would be injurious and damaging to the Group if divulged, used or made known to a competitor.

NOW THEREFORE, in consideration of good and valuable consideration, including the salary, bonuses and benefits to be paid to Physician during the term of the Employment Agreement, and the mutual promises and covenants as set forth in the Employment Agreement and the Shareholders Agreement, and the mutual promises and covenants contained herein, the parties agree as follows:

-Doc# 5989553.8-

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1. For a period of eighteen (18) whole calendar months from the date of termination of the Employment Agreement, Physician shall not directly or indirectly practice medicine or provide medical services within a twenty (20) mile radius of any practice site maintained by the Group. Physician further covenants and agrees that during the eighteen (18) whole calendar month period immediately after termination of the Employment Agreement, Physician shall not directly, or indirectly, for himself or for any person, corporation, partnership, professional association, unincorporated association, limited liability company, limited liability partnership, or other entity by which Physician is compensated for performing medical services or in which Physician has an economic interest, call upon, solicit, accept business from, or provide health care or related services to, any Patient, except for any Patient who delivers to the Group a valid consent to release their medical records to Physician. In the event the Employment Agreement is terminated for a material breach by the Group related to the payment of Physician's Base Compensation or Variable Compensation (after the applicable cure periods in Section 2.3(a) of the Employment Agreement) or a change in law as described in Section 2.2(i) of the Employment Agreement, this Covenant Not to Compete shall not apply.

2. Violation of this Covenant Not to Compete by Physician will entitle the Group to injunctive or other relief, including damages, in a court of competent jurisdiction. If the period of time or the scope of noncompetition herein specified is adjudged unreasonable in any court proceeding, then the period of time or scope shall be reduced as is deemed necessary to allow this covenant to be enforced during such period of time as is determined to be reasonable. Furthermore, in the event Physician breaches this Covenant Not to Compete, Physician agrees to pay all reasonable expenses of the Group, including attorney's fees, to enforce this Covenant Not to Compete. The Group shall have these rights in addition to damages and all other remedies available to it at law and in equity.

3. Notice. Any notice required or permitted under this Agreement shall be in writing and shall be delivered or sent by registered or certified United States mail to the parties at the following addresses:

If to the Group:	South Carolina ENT, Allergy & Sleep Medicine, P.A. 1165 Hwy 1 South, Ste. 300 Lugoff, SC 29078 Attn: Managing Shareholder
If to Physician:	Orville Dyce, M.D. 1165 Hwy 1 South, Ste. 300 Lugoff, SC 29078

Either of the parties may change the foregoing addresses by written notice to the other party as provided by this paragraph.

-Doc#:5989553.8-

CONFIDENTIAL

4. This Covenant Not to Compete shall be construed under and be governed in all respects by the internal laws, and not the laws pertaining to choice or conflicts of laws, of the State of South Carolina.

5. No waiver in any instance by any party of any provision of this Covenant Not to Compete shall be deemed a waiver by such party of such provision in any other instance or a waiver of any other provision hereunder in any instance. This Covenant Not to Compete cannot be modified except in writing signed by the party to be charged.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the day and year first above written.

SOUTH CAROLINA ENT, ALLERGY & SLEEP MEDICINE, P.A.

By: _____
Richard Rishaye, President

Date: 6/6/08

Orville Dyce, M.D.

_____

Date: 6/1/08

~Doc# 5989553.8~

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Austin M. Sheheen

From: Austin M. Sheheen
Sent: Tuesday, June 24, 2008 8:19 AM
To: 'rpuchalski@southcarolinaent.com'
Subject: RE: Taxes

I can be available for the joint conference call at 12:30 today. Look forward to hearing from you.

AMS.

From: Robert Puchalski [mailto:RPuchalski@southcarolinaent.com]
Sent: Tuesday, June 24, 2008 8:12 AM
To: Austin M. Sheheen
Subject: Taxes

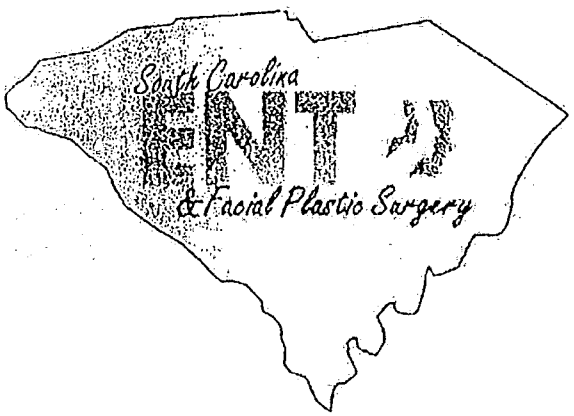
I spoke with Dr. Dyce about the tax issue last night. I went pretty well and I tried to explain to him why he owed me money. He would like to speak with you about this to make him feel more comfortable. Would you be available for a joint conference call at 12:30 today? After giving him a break, I would be OK with just 209 K. I figure I can draw this out of the practice incrementally to lessen the impact on him. He understands that he will benefit from this in the end with Dr. G and Dr. V coming into partnership over the next two years.

Robert Puchalski, MD, FAAOA

Managing Shareholder

South Carolina ENT, Allergy & Sleep Medicine

AAO-HNS Delegate, American Medical Association



www.SouthCarolinaENT.com

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INCORPORATED UNDER THE LAWS OF THE STATE OF SOUTH CAROLINA

50,000

SOUTH CAROLINA ENT, ALLERGY & SLEEP MEDICINE, P.A.

This Certifies that Orville Dyce is the owner of Fifty Thousand Shares Of Common Stock

transferable only on the books of the Corporation by the holder hereof, in person or by Attorney, upon surrender of this Certificate properly endorsed.

IN WITNESS WHEREOF, the said Corporation has caused this Certificate to be signed by its duly authorized officers and its Corporate Seal to be hereunto affixed this 16th day of July A.D. 2008

Robert Puchalski

SHARES $1.00 Par Value

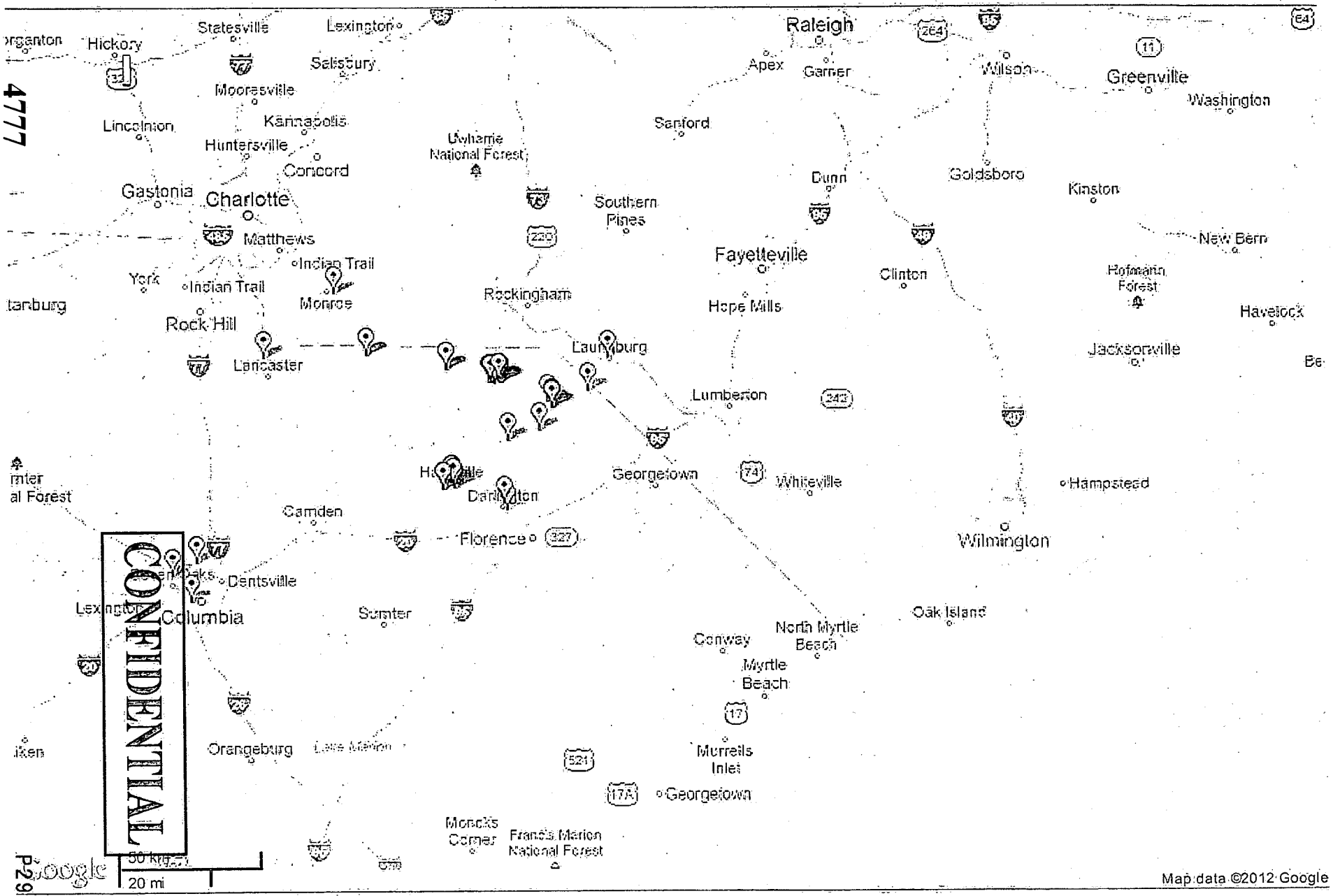
PL-00409

4776

SCENT DEF Exhibit 13

Cheraw Referring Physicians 2009

Search



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4777

P-2951

SCENT DEF Exhibit 25

Map of all referring physicians for Cheraw location 2009

4778

Address:701 Medical Park Drive Ste. 302 Hartsville SC 29550

Address:P.O. Box 346 Chesterfield SC 29709

Address:9 Richland Medical Park Dr Suite 505 Columbia SC 29203

Address:701 Medical Park Dr Suite 207 Hartsville SC 29550

Address:905 N Pearl St Pageland SC 29728

Address:PO Box 1076 Bennettsville SC 29512

Address:316 2nd St Cheraw SC 29520

Address:701 Medical Park Drive Suite 305 Hartsville SC 29551

Address:212 Swift Creek Hartsville SC 29550

Address:110 South Doctors Dr Ste A2 Cheraw SC 29520

Address:1268 S. 4th St PO Box 909 Hartsville SC 29550

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P2952

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Address:1268 South 4th St. Suite B Hartsville SC 29550

Address:122 West College Avenue Hartsville SC 29550

Address: 34 FOUNDRY HILL RD CHERAW, SC 29520

Address:905 N Pearl St Pageland SC 29728

Address:201 Cashua St Darlington SC 29532

Address:964 Lochend Dr Darlington SC 29532

Address:316 2nd St Cheraw SC 29520

Address:1040 Marlboro Way Ste 1 Bennettsville SC 29512

Address:2418 Charlotte Hwy Lancaster SC 29720

Address:110 Doctors Drive Suite A-3 Cheraw SC 29520

Address:104 Grace Lane Cheraw SC 29520

Address:110 Doctors Dr. Ste. B2 Cheraw SC 29520

Address:225 S Main St PO Box 86 Mc Coll SC 29570

Address:16 Woodcross Dr Columbia SC 29212

Address:P.O. Box 809 Cheraw SC 29520

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Address:PO Box 809 Cheraw SC 29520

Address:999 Cheraw St PO Box 1197 Bennettsville SC 29512

Address:PO Box 1197 Bennettsville SC 29512

Address:316 2nd St Cheraw SC 29520

Address:418 King St Laurinburg NC 28352

Address:1268 S 4th St Ste B Hartsville SC 29550

Address:1501 E Franklin St Monroe NC 28112

Address:PO Box 346 Chesterfield SC 29709

Address: 1138 Cheraw Street Bennettsville, SC 29512

Address:715 S Doctors Dr Suite E Cheraw SC 29520

Address:Cheraw SC 29520 Cheraw SC 29520

Address:711 W Chesterfield Hwy Cheraw SC 29520

Address:PO Box 239 Society Hill SC 29593

Address:146 North Hospital Dr Suite 400 West Columbia SC 29169

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4781

Download Cheraw Referring Physicians 2009 Google Earth (KML)

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Hartsville Referring Physicians 2009

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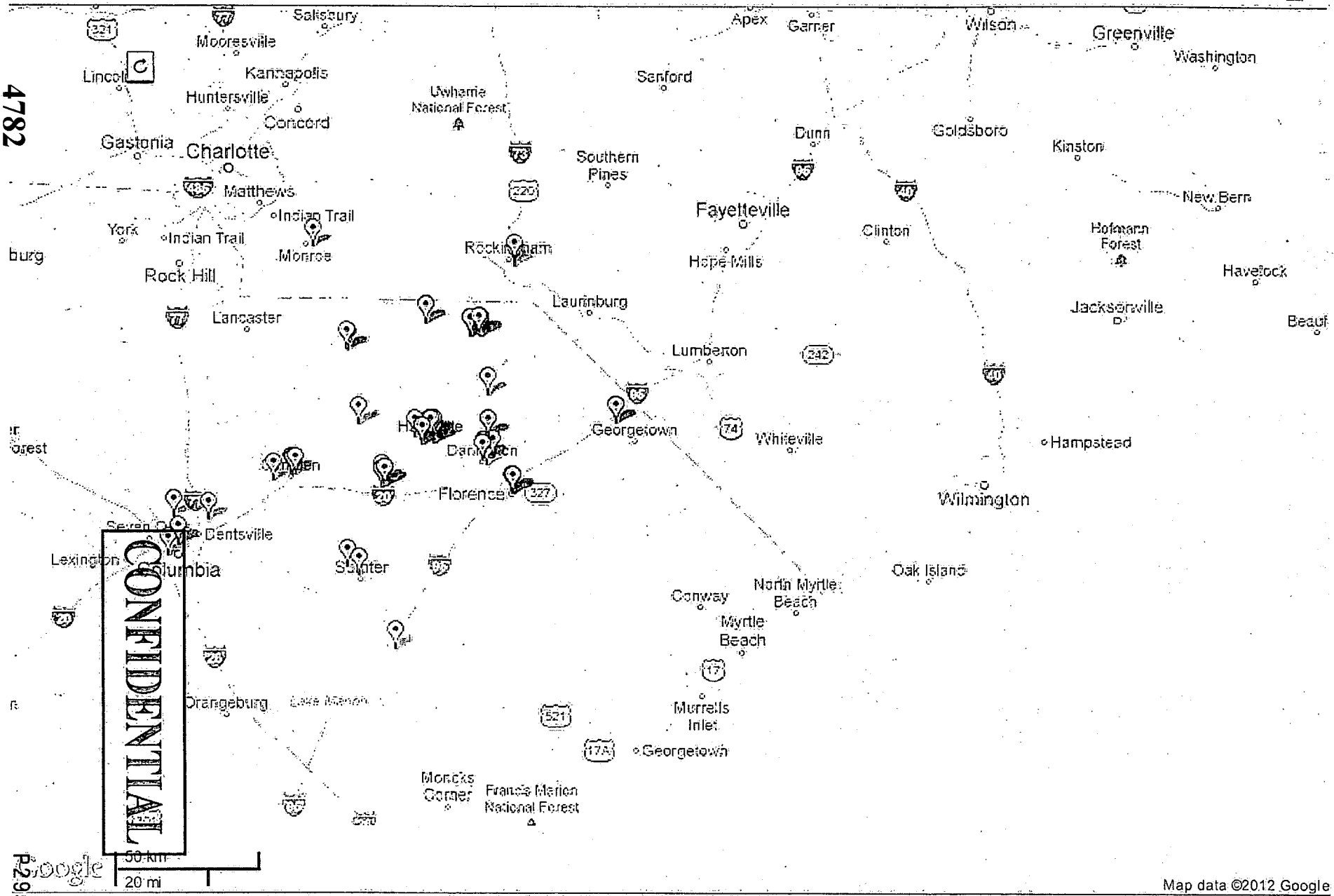

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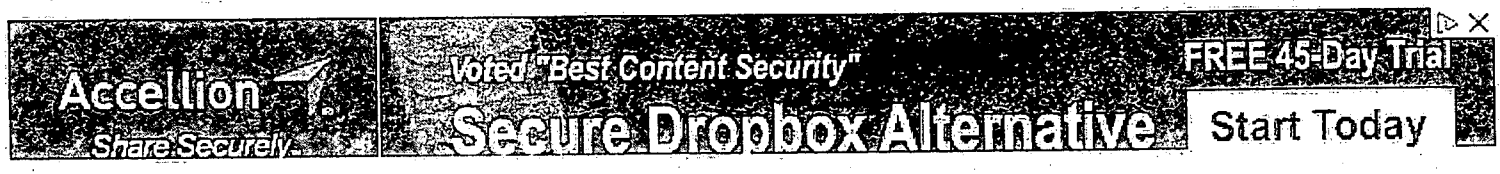
4782

R2956

SCENT DEF Exhibit 26

Maps all referring physician addresses for the Hartsville location in 2009



4783

Address:409 E Church St Jefferson SC 29718

Address:119 Medical Circle Rockingham NC 28379

Address:701 Medical Park Drive Ste. 302 Hartsville SC 29550

Address:701 Medical Park Dr. Suite 103 Hartsville SC 29550

Address:1304 W Bobo Newsome Hwy SC Hwy 151 Hartsville SC 29550

Address:704 Medical Park Dr. Hartsville SC 29550

Address:PO Box 799 Darlington SC 29532

Address:Bobo Newsom Hwy Hartsville SC 29550

Address:800 E Cheves St Ste 310 Florence SC 29506

Address:701 Medical Park Dr. Suite 305 Hartsville SC 29550

Address:P.O. Box 346 Chesterfield SC 29709

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SCENT DEF Exhibit 26

Address:701 Medical Park Dr Suite 207 Hartsville SC 29550

Address:214 S 2nd St Hartsville SC 29550

Address:2437 Willwood Dr Florence SC 29501

Address:316 2nd St Cheraw SC 29520

Address:12 W South St PO Box 10 Manning SC 29102

Address:701 Medical Park Dr Suite 305 Hartsville SC 29550

Address:701 Medical Park Drive Suite 305 Hartsville SC 29551

Address:212 Swift Creek Hartsville SC 29550

Address:110 South Doctors Dr Ste A2 Cheraw SC 29520

Address:704 Medical Park Dr Hartsville SC 29550

Address:1268 South 4th Street Suite A Hartsville SC 29550

Address:1268 S. 4th St PO Box 909 Hartsville SC 29550

Address:1268 South 4th St. Suite B Hartsville SC 29550

Address:P. O. Box 305 Bishopville SC 29010

Address:704 Medical park Dr Hartsville SC 29550

CONFIDENTIAL

Address:2437 Willwood Dr Florence SC 29501

Address:PO Box 508 Bishopville SC 29010

Address:701 Medical Park Dr Suite 202 Hartsville SC 29550

Address:122 West College Avenue Hartsville SC 29550

Address:PO Box 799 Darlington SC 29540

Address:701 Medical Park Dr Ste. 303 Hartsville SC 29550

Address:701 Cashua Ferry Road Darlington SC 29532

Address:425 N Salem Ave Sumter SC 29150

Address: Hartsville SC 29550

Address:206 Swift Creek Rd. Hartsville SC 29550

Address:515 E Carolina Ave Hartsville SC 29550

Address:PO Box 508 Bishopville SC 29010

Address:603 N 6th Ave Dillon SC 29536

Address:PO Box 508 545 Sumter Hwy Bishopville SC 29010

CONFIDENTIAL

Address:201 Cashua St Darlington SC 29532

Address:904B S Fourth St Hartsville SC 29550

Address:8 Medical Park Dr Suite 420 Columbia SC 29203

Address:600 East Palmetto St Florence SC 29506

Address:701 Medical Park Drive Suite 301 Hartsville SC 29550

Address:201 Cashua St Darlington SC 29532

Address:964 Lochend Dr Darlington SC 29532

Address:106 Hospital Square Bishopville SC 29010

Address:Bishopville SC 29010 Bishopville SC 29010

Address:PO Box 267 Bethune SC 29009

Address:110 W Pine St Florence SC 29501

Address:3 Richland Medical Park Drive Suite 500 Columbia SC 29203

Address:125 Biltmore Dr Rockingham NC 28379

Address:110 Doctors Drive Suite A-3 Cheraw SC 29520

CONFIDENTIAL

4786

SCENT DEF Exhibit 26

P2960

Address:420 West Carolina Ave Hartsville SC 29550

Address:1315 Roberts St Camden SC 29020

Address:201 Cashua St Darlington SC 29532

Address:110 Doctors Dr. Ste. B2 Cheraw SC 29520

Address:711 Chesterfield Hwy Cheraw SC 29520

Address:708 Medical Park Dr. Hartsville SC 29550

Address:P.O. Box 809 Cheraw SC 29520

Address:206 Swift Creek Rd Hartsville SC 29550

Address:316 2nd St Cheraw SC 29520

Address:1268 S 4th St Ste B Hartsville SC 29550

Address:1501 E Franklin St Monroe NC 28112

Address:701 Medical Park Dr. Suite 206 Hartsville SC 29550

Address:15 Blarney Dr Suite 101 Columbia SC 29223

Address:1308 S 4th St Hartsville SC 29550

CONFIDENTIAL

Address:701 Medical Park Dr Suite 305 Hartsville SC 29550

Address:701 Medical Park Drive Suite 304 Hartsville SC 29550

Address:701 Medical Park Dr. Suite 202 Hartsville SC 29550

Address:2475 Broad St Sumter SC 29150

Address:701 Medical Park Drive Suite 304 Hartsville SC 29550

Address:701 Medical Park Dr. Suite 202 Hartsville SC 29550

Address:3000 NE Medical Park Dr Suite 108 Columbia SC 29223

Address:PO Box 346 Chesterfield SC 29709

Address:420 West Carolina Ave Hartsville SC 29550

Address:715 S Doctors Dr Suite E Cheraw SC 29520

Address:Cheraw SC 29520 Cheraw SC 29520

Address:Cheraw SC 29520 Cheraw SC 29520

Address:409 E Church St P O Box 249 Jefferson SC 29718

Address:711 W Chesterfield Hwy Cheraw SC 29520

CONFIDENTIAL

Address:1113 Mill St Camden SC 29020

Address:PO Box 239 Society Hill SC 29593

Address:146 North Hospital Dr Suite 400 West Columbia SC 29169

Address:701 Medical Park Dr Suite 108 Hartsville SC 29550

Address:710 DeWitt Dr. Lugoff SC 29078

Address:1268 South 4th St Ste. A Hartsville SC 29550

Address:701 Medical Park Dr Suite 301 Hartsville SC 29550

Address:PO Box 799 Darlington SC 29540

Address:705 N 8th Ave Suite 1A Dillon SC 29536

Address:1822 Sally Hill Farms Rd Florence SC 29501

Address:PO Box 508 545 Sumter Hwy Bishopville SC 29010

Address:1303 Monument Square Camden SC 29020

Download Hartsville Referring Physicians 2009 Google Earth (KML)

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Lugoff Referring Physicians 2009

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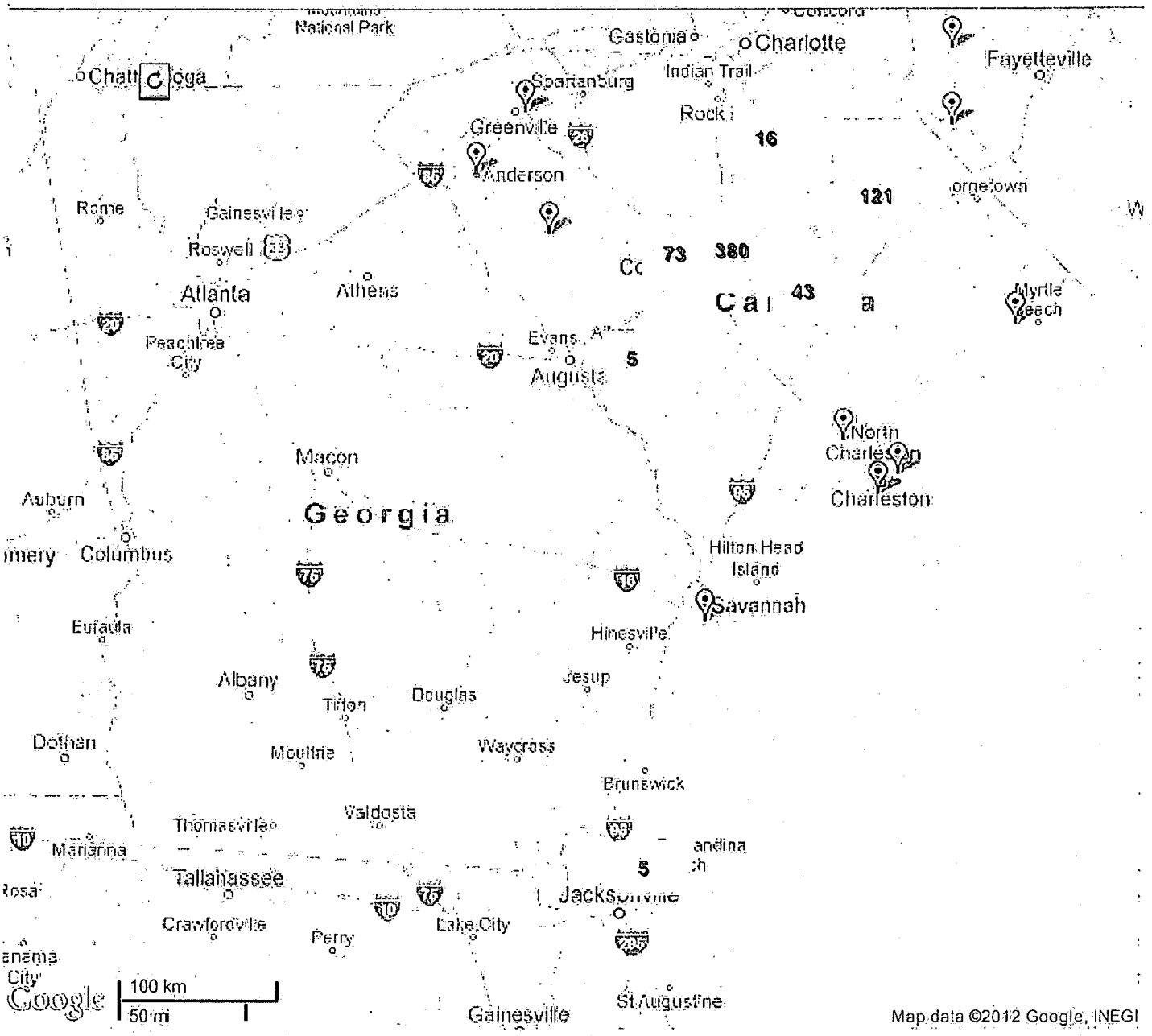

map of physicians who referred to Lugoff office in 2009

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Address:517 Doctors Court Chester SC 29706

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Address:120 Wildewood Park Dr Suite B Columbia SC 29223

Address:146 North Hospital Dr Suite 400 West Columbia SC 29169

Address:300 Rice Meadow Way Suite B Columbia SC 29229

Address:204 E Cheves St Florence SC 29506

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Address:114 Gateway Corporate Blvd Columbia SC 29203

Address:4500 Stuart St Columbia SC 29207

Address:4500 Stuart St Columbia SC 29207

Address: Fernardina Beach FL 32034

Address:1721 Horseshoe Dr Columbia SC 29223

Address:14 Medical Park Suite 400 Columbia SC 29203

Address:3209 Colonial Dr Columbia SC 29203

Address:14 Medical Park Suite 400 Columbia SC 29203

Address:1520 Laurel St Columbia SC 29201

Address:701 Medical Park Dr Suite 108 Hartsville SC 29550

Address:220 Broad St Sumter SC 29150

Address:517 Doctors Court Chester SC 29706

Address:4500 Stuart St Columbia SC 29207

Address:880 W Moultrie St Suite 200 Winnsboro SC 29180

Address:1315 Roberts St Camden SC 29020

Address:100 Jimmy Love Lane Columbia SC 29212

Address:4500 Stuart St Columbia SC 29207

Address:120 Gateway Corporate Blvd Columbia SC 29203

Address:2719 Middleburg Drive Suite 201 Columbia SC 29204

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Address:710 DeWitt Dr. Lugoff SC 29078

Address:1344 Haile St Camden SC 29020

Address:1749 Marshall St Columbia SC 29203

Address:1268 South 4th St Ste. A Hartsville SC 29550

Address:4568 Sunset Blvd Lexington SC 29072

Address:1612 Chapin Rd Chapin SC 29036

Address:4605 Monticello Rd Columbia SC 29203

Address:1076 Marlboro Way Bennettsville SC 29512

Address:1228 Colonial Commons Suite 231 Lancaster SC 29720

Address:216 East Marion St Kershaw SC 29067

Address:1749 Marshall St Columbia SC 29203

Address:PO Box 799 Darlington SC 29540

Address:1910 Gregg St Columbia SC 29201

Address:4500 Stuart St Columbia SC 29207

Address:60 Physician Dr Suite 100 Aiken SC 29801

Address:2750 Laurel Street Suite 303 Columbia SC 29204

Address:Columbia SC 29204 Columbia SC 29204

Address:Camden Area Office #15 Battleship Rd Extension Camden SC 29020

Address:2 Medical Park Suite 501 Columbia SC 29203

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Address:1115 North Main St Marion SC 29571

Address:20th Medical Group 431 Meadowlark St Shaw A F B SC 29152

Address:9 Medical Park Rd Suite 110 Columbia SC 29203

Address:705 N 8th Ave Suite 1A Dillon SC 29536

Address:4711 Sunset Blvd Lexington SC 29072

Address:2 Medical Park Suite 203 Columbia SC 29203

Address:300 Rice Meadow Way Columbia SC 29229

Address:1315 Roberts Street Camden SC 29020

Address:116 Standard Warehouse Rd Lugoff SC 29078

Address:212 Third St Cheraw SC 29520

Address:811 W Main St Suite 204 Lexington SC 29072

Address:109 Barton Creek Court Columbia SC 29229

Address:5315 A Sunset Blvd Lexington SC 29072

Address:PO Box 426 Olanta SC 29114

Address:10040 Two Notch Rd Columbia SC 29223

Address:4711 Sunset Blvd Lexington SC 29072

Address:7941 Broad River Rd Irmo SC 29063

Address:320 Harbison Blvd Suite 290 Columbia SC 29212

Address:7430 College Street Irmo SC 29063

CONFIDENTIAL

Address:325 Broad St Suite 100 Sumter SC 29150

Address:12 W South St Manning SC 29102

Address:237 Church Street Sumter SC 29150

Address:Mach Otolaryngology Clinic 4500 Stuart St Columbia SC 29207

Address:110 Summit Centre Dr Columbia SC 29229

Address:PO Box 355 145 Executive Dr Newberry SC 29108

Address:312 Broad St Sumter SC 29150

Address:PO Box 508 545 Sumter Hwy Bishopville SC 29010

Address:40 Pinnacle Parkway Suite 208 Elgin SC 29045

Address:205 W. Marion Street Kershaw SC 29067

Address:139 Summerplace Dr West Columbia SC 29169

Address:8 Medical Park Dr Suite 410 Columbia SC 29203

Address:4214 Hardscrabble Rd Columbia SC 29223

Address:4711 Sunset Blvd Lexington SC 29072

Address:1303 Monument Square Camden SC 29020

Address:1040 Marlboro Way Suite 1 Bennettsville SC 29512

Address:4605 Monticello Rd Columbia SC 29203

Address:120 Gateway Corporate Blvd Columbia SC 29203

Address:3209 Colonial Dr Columbia SC 29203

CONFIDENTIAL

Address:545 Sumter Hwy PO Box 508 Bishopville SC 29010

Address:4540 Trenholm Rd Columbia SC 29206

Address:701 Cashua Ferry Rd Darlington SC 29532

Address:1715 Blanding St Columbia SC 29201

Address:3209 Colonial Dr Columbia SC 29203

Address:2406 Decker Blvd Columbia SC 29206

Address:4605 Monticello Rd Columbia SC 29203

Address:1330 Haile Street Camden SC 29020

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Note: This online database was last updated on 6/1/2010 6:01:32 PM.
See our Disclaimer.

DOMESTIC / FOREIGN:	Domestic
STATUS:	Good Standing
STATE OF INCORPORATION / ORGANIZATION:	SOUTH CAROLINA Profit

REGISTERED AGENT INFORMATION

REGISTERED AGENT NAME:	CHAD B. GUNNLAUGSSON
ADDRESS:	508 UPLAND TRAIL RD
CITY:	ELGIN
STATE:	SC
ZIP:	29045
SECOND ADDRESS:	

FILE DATE:	04/19/2010
EFFECTIVE DATE:	04/19/2010
DISSOLVED DATE:	//

Corporation History Records

CODE	FILE DATE	COMMENT	Document
Domestic LLC	04/19/2010	SCBOS Filing: AT WILL	

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Jane Heinzelman

From: Ed White
Sent: Wednesday, January 06, 2010 8:08 AM
To: Armon, Bruce D.
Subject: RE: contact information

Bruce,

Dr. Puchalski has been giving me comments since last week and I think he is close to being finished. As soon as he indicates the agreements are finished I will let you. I think it may be as soon as today or tomorrow.

Thanks,

Ed

From: Armon, Bruce D. [mailto:BArmon@saul.com]
Sent: Tuesday, January 05, 2010 9:01 PM
To: Ed White
Subject: RE: contact information

Ed, please let me know when I can expect to receive the draft documents. Regards, Bruce

Bruce D. Armon
Saul Ewing LLP
1500 Market Street, 38th Floor
Centre Square West
Philadelphia, PA 19102
barmon@saul.com
(215) 972-7985 or 1-800-355-7777, x7985
(215) 972-4155 (fax)

From: Ed White [mailto:ed.white@nelsonmullins.com]
Sent: Wednesday, December 30, 2009 10:17 AM
To: Armon, Bruce D.
Subject: RE: contact information

Bruce,

I sent Dr. Puchalski revised documents last night and he has returned some comments. I am going to input and proof and they should be going out today and Dr. Puchalski signs off.

Thank you,

Ed

---

om: Armon, Bruce D. [mailto:BArmon@saul.com]
Sent: Tuesday, December 29, 2009 9:10 PM

4827

SCENT DEF Exhibit 29

To: Ed White
Subject: RE: contact information

Ed, I thought I would check in and see where things stand with regard to the proposed revised documents and the underlying documents from your email below. Regards, Bruce

Bruce D. Armon
Saul Ewing LLP
1500 Market Street, 38th Floor
Centre Square West
Philadelphia, PA 19102
barmon@saul.com
(215) 972-7985 or 1-800-355-7777, x7985
(215) 972-4155 (fax)

From: Ed White [mailto:ed.white@nelsonmullins.com]
Sent: Wednesday, December 23, 2009 6:39 PM
To: Armon, Bruce D.
Cc: orville dyce; Robert Puchalski; Jane Heinzelman
Subject: RE: contact information

Bruce,

I just spoke with Bob Puchalski and he is going to get me his final comments on the Employment Agreement and Shareholders Agreement by Monday morning and I am going get the inputs in that day with the hope that the documents are ready to circulate that day as well.

I am without staff at the moment and I am leaving the office in a few minutes for the holidays and I don't have the means to get the executed documents scanned and emailed to you at the moment. Dr. Puchalski did indicate that he recently scanned and sent the executed Employment Agreement and Shareholders Agreement to Dr. Dyce so you may want to get those from him if you want to review them in advance of Monday. Otherwise, I can have my assistant send them to you with a copy of the Articles of Incorporation on Monday.

Happy Holidays,

Ed

From: Armon, Bruce D. [mailto:BArmon@saul.com]
Sent: Wednesday, December 23, 2009 4:45 PM
To: Ed White
Cc: orville dyce
Subject: contact information

Ed, I appreciate your time. I have cc'd Dr. Dyce. Please forward to me and Dr. Dyce copies of the executed agreements and Articles for the medical practice, and any drafts of the respective agreements that are ready for review as I understand from you that Dr. Puchalski is working on some prospective revisions.

All of my contact information is below. Thanks, and happy holidays.

Regards, Bruce

Bruce D. Armon
Saul Ewing LLP
1500 Market Street, 38th Floor

Centre Square West
Philadelphia, PA 19102
barmon@saul.com
(215) 972-7985 or 1-800-355-7777, x7985
(215) 972-4155 (fax)

Saul Ewing

"Saul Ewing LLP <saul.com>" made the following annotations:

~~~~~~~~~~~~~~~~~~~~~~~~~~~~

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==========

4829

Jane Heinzelman

From:	Ed White
Sent:	Wednesday, January 13, 2010 6:48 PM
To:	Armon, Bruce D.
Cc:	Robert Puchalski; orville dyce
Subject:	South Carolina ENT, Allergy & Sleep Medicine, P.A.
Attachments:	Employment Agreement Robert Puchalski.DOC; Redline.doc; COLUMBIA-#5989473-v35-Shareholders_Agreement.DOC; COLUMBIA-#5989473-vdoc-Shareholders_Agreement.DOC; DOC017.PDF; DOC019.PDF; DOC020.PDF; DOC021.PDF; DOC022.PDF; DOC007.PDF; DOC015.PDF; DOC016.PDF

Bruce,

Attached please find a clean and redline version of the Employment Agreement and Shareholders Agreement that Dr. Puchalski has had me prepare for Dr. Dyce's review. Also, enclosed are the corporate records of the corporation.

It is my understanding that the business terms have been agreed to in principal by Dr. Dyce and Dr. Puchalski. As I mentioned to you recently, I represent the corporation. To the extent your role is to help interpret the agreement for Dr. Dyce and to offer refinenments or additional points that the shareholders agree upon, then I do not believe Dr. Puchalski needs to retain separate counsel, unless he chooses to do so. In the event your role involves negotiations between the shareholders relative to their personal interests, then I have advised Dr. Puchalski that he would need to retain separate counsel to negotiate his personal interests and he is prepared to do so, if he needs to. My suggestion is that we encourage Dr. Puchalski and Dr. Dyce to reach agreements on the business terms then you and I discuss whether the written agreements adequately reflect their understandings.

If you have any questions please do not hesitate to contact me.

Thank you,

Ed

4830

SCENT DEF Exhibit 29

LAW OFFICES
MALONE, THOMPSON, SUMMERS & OTT LLC
909 HEYWARD STREET
SUITE 200
COLUMBIA, SOUTH CAROLINA 29201
TELEPHONE: (803) 254-9300
FACSIMILE: (803) 254-9309
E-MAIL: firm@mtsolawfirm.com
WEB: www.mtsolawfirm.com

MICHAEL D. MALONE**
CHARLES F. THOMPSON, JR.**
LANE E. SUMMERS*
MICHAEL E. OTT*
KATHERINE A. PHILLIPS*

SPECIAL COUNSEL
LAWRENCE J. NEMELE*
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*ADMITTED IN NC & SC
*CERTIFIED SPECIALIST IN
LABOR & EMPLOYMENT LAW (SC)
*ADMITTED ONLY IN SC

LABOR & EMPLOYMENT LAW
EMPLOYEE BENEFITS
IMMIGRATION

NORTH CAROLINA OFFICE
3600 ARCO CORPORATE DRIVE
SUITE 125
CHARLOTTE, NC 28273
TELEPHONE (704) 522-2524
FACSIMILE (704) 522-2089

H. FRANK MALONE
1930-2002

January 20, 2010

VIA FACSIMILE 803-255-5506 FOLLOWED BY MAIL

Ed White, Esquire
Nelson, Mullins, Riley & Scarborough
P.O. Box 11070
Columbia, S.C. 29211

Re: Dr. Chad Gunnlaugsson and South Carolina ENT, Allergy & Sleep Medicine, P.A.

Dear Mr. White:

Dr. Gunnlaugsson has retained me to advise him regarding his admission as a shareholder to SCENT and its related entities. My practice is predominantly in the Labor and Employment law field although a component of that is to advise clients on employment contracts and related issues and we also advise a number of physician practices on broader legal issues. In addition, like yourself, I am a Certified Public Accountant (now emeritus) and advise clients on complex financial matters.

We certainly do not anticipate any significant difficulties and my role is expected to be advisory. I have reviewed Dr. Gunnlaugsson's employment contract and the Shareholder Agreement. We have also discussed the relevant factual background.

My assumption is that you represent SCENT and perhaps some related LLCs and not Dr. Pulchalski or Dr. Dyce individually. It is unclear to me if Dr. Gunnlaugsson is to be given newly issued shares or is acquiring shares owned by Drs. Pulchalski and/or Dyce. I would like to clarify this. If Dr. Gunnlaugsson is receiving shares already issued then I understand this affects your role in dealing with us.

The Shareholder Agreement does not have a buy-in provision, however, the parties apparently intended (and are using) the buy-back provisions of Section 4.5 to generally define the conditions of the buy-in.

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Ed W[illegible], Esquire
January 20, 2010

The shareholders also apparently have a two-part compensation system beyond the salary set forth in their employment agreements. My understanding of this system is that each shareholder receives $22,750 per month as "call" or "K-1 compensation" (I recognize these terms may not be consistent with the legal nature of the compensation). Shareholders also receive a so-called "sweep" every month which consists of any surplus cash, beyond the operating needs of SCENT, that has accumulated. These components of shareholder compensation are described in Section 3.14 of the Shareholders Agreement ("Distributions"). The Sweep is not defined with any particularity nor do there appear to be any written guidelines to determine the amount of sweep or when it is released. Historically, Dr. Pulchalski has exercised complete control over the financial dealings of SCENT and of the managerial decisions.

As you may be aware, Dr. Gunnlaugsson's Employment Agreement states he will become a shareholder upon approval of the existing shareholders. Pursuant to a letter signed by Drs. Puchalski and Dyce dated January 8, 2008, Dr. Gunnlaugsson was offered full partnership effective January 1, 2008 and became a shareholder at that time. On June 1, Dr. Gunnlaugsson began receiving the K-1 and Sweep distributions, however, this money was retained by SCENT and distributed to Drs. Puchalski and Dyce to satisfy Dr. Gunnlaugsson's share purchase price under the provisions of Section 4.5. Dr. Gunnlaugsson also believes he paid amounts not described in Section 4.5, including reimbursement to Drs. Puchalski and Dyce for taxes they paid on Dr. Gunnlaugsson's stock purchase payments which were taxed as income to them. In addition, Dr. Gunnlaugsson believes any Accounts Receivable that existed on June 1, 2008 were deducted from amounts credited to his stock purchase payment. Finally, Dr. Gunnlaugsson believes he paid a total of $100,000 par value for his stock when the actual par value was $1,000. Unfortunately, there is nothing in writing that defines the buy-in amount other than reference to Section 4.5 which clearly does not cover all the elements of the purchase price to which Dr. Gunnlaugsson was credited (or not) from the sweep distributions.

Dr. Gunnlaugsson has requested records of Dr. Gunnlaugsson's buy-in and, although showing the [illegible] has not provided copies for him to keep. Dr. Pulchalski did confirm yesterday that Dr. Gunnlaugsson has now paid the entire purchase price and is entitled to have shares issued.

It is Dr. Gunnlaugsson's understanding that he will be admitted as a full partner (or shareholder) when all elements of SCENT including the Landholding LLC and the Equipment LLC and [illegible] are combined with corporate resources.

As we [illegible] advise Dr. Gunnlaugsson, we are asking that the following be provided:

[illegible] (or evidence of transfer of shares has been recorded).

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LAW OFFICES
[illegible] THOMPSON, SUMMERS & OTT LLC

SCENT DEF Exhibit 32

Ed White, Esquire
January 20, 2010

2. A detailed showing of how his purchase price was calculated, to include how the book values, extra par value, accounts receivable deduction, and similar amounts were calculated.
3. An explanation of the amounts credited to his purchase price, *i.e.*, the sweeps and the K-1 distributions, and any amount deducted from those payments, *e.g.*, the June 1 accounts receivable deductions."
4. An accounts receivable report showing accounts receivable as of June 1, 2008.
5. A copy of the current Shareholder Agreement signed by Dr. Gunnlaugsson.
6. Copies of Shareholder and Operating Agreements for all entities, *e.g.*, the Landholding [illegible] to CENT.

Your clients were not requesting these records with a view of disputing anything, but rather in the nature of a due diligence review. I am sure you can understand the [illegible] amounts of money involved, and potential additional contributions [illegible] on's request for a more detailed showing is reasonable. We understand [illegible] has been a certain informality in how these matters, and other corporate [illegible]. However, the growth of the practice and the addition of shareholders now, [illegible] to necessitate a closer observance of corporate formalities and full [illegible] ernance matters.

[illegible] need to talk about these issues and a path forward. I thought [illegible] way to outline the areas of concern so that our discussion will be [illegible] working with you on this matter.

Very truly yours,

Charles F. Thompson, Jr.

CFT/[illegible]
cc: [illegible] Good[illegible]

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CHARLES F. THOMPSON, JR. ◊
LAKE E. SUMMERS ◊
MICHAEL K. OTT Δ

SPECIAL COUNSEL
LAWRENCE J. NEEDLE*
IMMIGRATION

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Δ ADMITTED IN NC & SC
* CERTIFIED SPECIALIST IN LABOR AND EMPLOYMENT LAW (SC)
◊ ADMITTED ONLY IN SC

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FACSIMILE (704) 522-2688

H. FRANK MALONE
1930-2002

January 21, 2010

VIA FACSIMILE 803-255-5506

Ed White, Esquire
Nelson, Mullins, Riley & Scarborough
P.O. Box 11070
Columbia, S.C. 29211

Re: Dr. Chad Gunnlaugsson and South Carolina ENT, Allergy & Sleep Medicine, P.A.

Dear Ed:

Thank you for your call. I would like to reiterate that my involvement is not in anticipation of any formal dispute. Please relay this to Dr. Pulchalski. I am involved to advise Dr. Gunnlaugsson on his admission to shareholder status and any attendant matters. I understand that Dr. Pulchalski's position is that my client is not a shareholder until the shares are issued and he is subject to whatever conditions the Board sets. However, he was told in writing he would be admitted, the path was defined for him, and he was informed he has completed the path but the shares would not be issued. So, it was reasonable for him to request further information and to be represented and this should not cause any defensiveness. My understanding from you is that he should seek the requested information directly from Dr. Pulchalski and we will proceed with that. We will also look forward to hearing the outcome of the negotiations you mentioned regarding the shareholders' agreement.

Very truly yours,

Charles F. Thompson, Jr.

CFT/mmj
cc: Dr. Chad Gunnlaugsson

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Sent: Thu, February 4, 2010 9:58:57 PM
Subject: Re: Shareholders Agreement

This weekend or Monday night after 7 for the first meeting. We need at least 2 hours.

Sent from my iPhone
Robert Puchalski, MD

On Feb 4, 2010, at 9:31 PM, "orville dyce" <odyce@yahoo.com> wrote:

> Could you please send by email the dates that you would be available. The little paper they were on last night is missing.
>
> ----- Forwarded Message ----
> **From:** Ed White <ed.white@nelsonmullins.com>
> **To:** Robert Puchalski <RPuchalski@southcarolinaent.com>; orville dyce <odyce@yahoo.com>
> **Cc:** "Armon, Bruce D." <BArmon@saul.com>
> **Sent:** Thu, February 4, 2010 5:43:00 PM
> **Subject:** Shareholders Agreement
>
> Bob and Orville,
>
> I had a good conversation with Bruce Armon today concerning the Shareholders Agreement and Employment Agreement. While I gave him a lot of insight into the objectives that Bob was trying to address with the modifications to both documents, we did not come to any specific conclusions about the documents.
>
> The recommendation that both of us agree upon is that the two of you need to go through both documents paragraph by paragraph and discuss the issues and objectives and any concerns that Orville may have and decide upon any modifcations that may be needed. It may be helpful if the two of you go through the documents first to discuss the provisions and then have another meeting where I attend to craft language to address the concerns or modifications that each of you want to address. Bruce is welcome to attend (in person or by conference call) but he and I agree that it may be more efficient for me to help with any revisions and then circulate another draft for everyone to review and and from there, hopefully, we can expeditiously iron out any remaining issues and conclude with documents that both of you are comfortable with.
>
> If you have any questions please do not hesitate to contact me.
>
> Thank you,

Ed

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To ensure compliance with the requirements imposed by the IRS, we inform you that any U.S. federal tax advice contained in this communication (including the attachments) is not intended or written to be used, for the purpose of (a) avoiding penalties under the Internal Revenue Code or (b) promoting, marketing or recommending to another party any transaction or tax-related matter[s]. To provide you with a communication that could be used to avoid penalties under the Internal Revenue Code will necessarily entail additional investigations, analysis and conclusions on our part.

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[redacted]

----- Forwarded Message ----
From: Robert Puchalski <rpuchalski@southcarolinaent.com>
To: orville dyce <odyce@yahoo.com>
Sent: Thu, February 25, 2010 6:06:11 AM
Subject: RE: documents

Wow.

From: orville dyce [mailto:odyce@yahoo.com]
Sent: Thursday, February 25, 2010 5:50 AM
To: Robert Puchalski
Subject: documents

Bob,

I simply do not understand why you continuously refuse to give me access to financial documents for our medical practice and the land holding company.

I have made the request for the land company's records because you and I have the most interactions regarding this company and our respective spouses are the only members. Section 3.6 of the land holding company's operating agreement clearly gives Jamie the right to obtain company information. I have been asking for this information for weeks. Please consider this Jamie's formal request as the member of the LLC to view all of its financial and business records. Jamie has the right to copy any information that she wants pursuant to that same section of the agreement. We would like to review this information within the next week. Please let me know when we can access the complete information.

Our current shareholders agreement for the practice provides no justification for your continued refusal to give me full access to the practice's records. Again, I am asking to review the information and make copies of the information I choose. I understand that the South Carolina statutes give me this same right.

If I ask Austin to return my call or to see information, there is no reason why he should not return my call or refuse my request.

Some members of our staff have more access to the business and financial records than I do.

I also remain concerned that Ed is not looking out for the interests of both of these entities, unless it is also consistent with your objectives. Ed is not looking out for my interests as a shareholder in the medical practice, nor in Jamie's as a member of the land holding entity. As such, he is representing you and not the companies.

Until I have the opportunity to review the records of both the medical practice and land holding company, I can't approve any transactions affecting the practice. Jamie feels the same as it relates to SCENT land holdings. Given that you have unfettered access to these documents, I am sure you can understand that it is

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reasonable for me to have the same access that you (and some members of our staff) have.

Please let me know when I can have access to the documents of my choosing so we can move forward with the important business for both entities.

Orville

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Robert Puchalski

[redacted]

Robert Puchalski / olive branch

[redacted]

From: orville dyce [mailto:odyce@yahoo.com]
Sent: Monday, March 01, 2010 9:45 AM
To: robert puchalski
Cc: Bruce Armon
Subject: RE: olive branch

Subject: RE: Olive Branch

I disagree with regards to Ed's role. Ed has been looking out for the companies' interest when it has conflicted with my own. Given the current situation I don't see how Ed can represent me or our companies.

I would like to request legible copies of the following.

1-Copies of all bank statements and cancelled checks since Jan 1, 2008
2-Electronic copy, preferably in excel format, of the check register exported from the accounting system since Jan 1, 2008 through present
3-Electronic copy of the general ledger for each year (by year) since inception through present
4-Copies of all credit card statements held in the name of the practice or practice employees that were paid from SCENT accounts since inception through present.
5-Complete copy of SCENT IRS Form 1120S for tax years 2004-2008
6-Access to all supporting documentation on file at or at a location controlled by SCENT related to disbursements made since inception through present. (Invoices, check stubs etc.)

Thanks.
Orville

From: Robert Puchalski
Sent: Saturday, February 27, 2010 3:18 PM
To: Dr Dyce
Cc: Theresa Williams; jamiedyce@me.com ; Amy Puchalski ; Ed White; BArmon@saul.com
Subject: Olive Branch

Please see comments in red below.
Bob,
I simply do not understand why you continuously refuse to give me access to financial documents for our medical practice and the land holding company. I have known you for 13 years and consider you to be one of the most truthful and honest individuals I know, but I do have to say this statement is a bit disingenuous. You have had access to financial data for the practice through at least four meetings over the last six months. Two of these meetings were in the presence of Barbara Myers from Austin 's office. All four of the meetings were in the presence of Theresa. In all of these meetings, you have declined open ended offers to ask questions or see specific financial data. Even in our most recent meeting with Ed, you could not articulate what you would like to see, much less why you would like to see it. You continue to say that Bruce "just wants to see a couple of things".

have made the request for the land company's records because you and I have the most interactions regarding this company and our respective spouses are the only members. Section 3.6 of the land holding company's operating agreement clearly gives Jamie the right to obtain company information. I have been asking for this information for

weeks. Please consider this Jamie's formal request as the member of the LLC to view all of its financial and business records. Jamie has the right to copy any information that she wants pursuant to that same section of the agreement. We would like to review this information within the next week. Please let me know when we can access the complete information. Please schedule an appointment with Theresa to have Jamie review the financial records for SCENT Land Holdings, LLC. I am OK with Jamie leaving with the data, but she will have to sign for it, just like Amy would. I have attached a very short form to make this easier for her. Jamie will need to return the data when she is done - this is not a policy but a requirement in Section 11 of the Operating Agreement, which I have attached as well. I do request that you view this data as quickly as possible, since SCENT Land Holdings' failure to meet its obligations and pay its creditors is not only negatively affecting our spouse's company, but also SCENT's reputation and credit worthiness, as well as my personal and professional reputation in this small town. We have rescheduled the closing three times already and it is my hope that you and Jamie will be able to review the data and feel comfortable enough to close on the building by Wednesday, March 3rd. If there is other data you need, let us know. A stagnant, half-constructed 10,200 sq ft building deserves our immediate attention. The local subcontractors who have completed work on the building, as well as their families, also deserve our prompt attention, particularly in this economy.

Our current shareholders agreement for the practice provides no justification for your continued refusal to give me full access to the practice's records. Again, I am asking to review the information and make copies of the information I choose. I understand that the South Carolina statutes give me this same right. I have asked Theresa to prepare a packet and to Fed Ex it to you or Bruce once you have signed the same confidentiality agreement that I have signed. I have attached it for your review and have copied Bruce on this email in anticipation that you would want him to review it. It is an extremely large amount of data, and presents unprecedented risk exposure for our practice. Please be very careful with it.

If I ask Austin to return my call or to see information, there is no reason why he should not return my call or refuse my request. This is the first I have heard of any access issue to Austin . I have no issue with you talking to Austin about financial data. We have had issues in the past where you have not been fully satisfied with your visits to Austin because of a lack of background (non-financial) data. Consequently, we had agreed to meet in my presence in the future. It is up to you if you still wish to do this.

Some members of our staff have more access to the business and financial records than I do. I echo that comment. Theresa, Tammy, and Barbara have far more access to financial data for the practice than I do. This is appropriate and very consistent with the practices of other corporations our size. I do schedule a monthly meeting with all three to review financial data. In the future, you are welcome to attend. I would be happy to schedule these for Wednesday afternoon to coincide with your administrative half day. I do, however, plan to include a review of this meeting in future Board meetings, hopefully with Barbara present. If you recall, the January P/L statement was reviewed during this month's inaugural board meeting. Only Theresa and Tammy have access to the SCENT Quickbooks account in our practice.

I also remain concerned that Ed is not looking out for the interests of both of these entities, unless it is also consistent with your objectives. Ed is not looking out for my interests as a shareholder in the medical practice, nor in Jamie's as a member of the land holding entity. As such, he is representing you and not the companies. I can understand why you may feel that way since both Ed and I are responding to the needs of the practice and fulfilling our obligations as corporate officer and corporate counsel, respectively. On several issues, such as the loan closing and the malpractice, we are jointly advocating for the good of the practice. I don't think it is fair for you to perceive our shared position as a bias towards me just because you personal interests as a shareholder are not being advocated for. Ed has not advocated for my personal interests as a shareholder and has always gone to great lengths to preserve his role as corporate counsel.
It is precisely for this reason that I am in the process of selecting separate legal counsel for myself. I believe that we are heading into a very turbulent time in our business relationship and I feel that I will likely need legal counsel to advocate on behalf of me as a founder, a shareholder, and a manager. It appears that I have been unsuccessful in my long-standing and repeated cordial attempts to make you aware of the unique risks, sacrifices, and contributions that I continue to make on behalf of the practice I love so much. My complete dedication to the practice is being taken for

granted, and I am quite clearly being taken advantage of. I am also very concerned that we no longer share the same vision and philosophy for the practice. Although you have not shared your own plan, it is very clear that you no longer agree with my vision of governance and direction for the practice. I'm quite sure you retained Bruce because you sense this same divergence, and not because you wanted him to "review the contract language."

Until I have the opportunity to review the records of both the medical practice and land holding company, I can't approve any transactions affecting the practice. Jamie feels the same as it relates to SCENT land holdings. Given that you have unfettered access to these documents, I am sure you can understand that it is reasonable for me to have the same access that you (and some members of our staff) have. You can make an appointment with Theresa to view the financial records of both the medical practice and the land holding company. This is the same "unfettered" access that I have. To take anything out, you will have to sign the same confidentiality agreement (attached) that I have signed. I can't imagine you would have any issue signing this if your intentions are to review the data with Bruce and an accountant. If you have other plans for this data that you are not disclosing, then I would urge you to share them.

Please let me know when I can have access to the documents of my choosing so we can move forward with the important business for both entities. I am beyond frustrated with the current situation and the significant restraint you have applied to the practice. It is your prerogative to ask questions and demand accountability from me and others in the practice. Without doubt, we have been a better practice because of it. What concerns me is the manner in which you are doing it and the lack of transparency in any of your requests. Quite honestly, I question what your real purpose is in these requests. Your end game is not apparent to me.
I hope we can resolve these issues quickly so that SCENT and SCENT Land Holdings can continue to grow and reach their full potential. If you have any questions, I am always available to you by cell phone. I will be in an AMPAC Board meeting (Washington D.C.) all day tomorrow and into Monday, but will certainly return any call I receive from you or Jamie.

Orville
Bob

[redacted]

----- Forwarded Message ----
From: Robert Puchalski <rpuchalski@southcarolinaent.com>
To: orville dyce <odyce@yahoo.com>; Jamie <curleyjamie@hotmail.com>; alpuchalski@gmail.com
Cc: Bruce Armon <barmon@saul.com>; Ed White <ed.white@nelsonmullins.com>; gus.dixon@nelsonmullins.com; Theresa Williams <twilliams@southcarolinaent.com>
Sent: Wed, March 3, 2010 2:46:04 PM
Subject: RE: Closing Scheduled

Just opened your email this PM. Thank you for engaging us and giving SCENT Land Holdings the individual attention it deserves in this critical time. Please see comments in red.

1. Neither Jamie nor I have been furnished with a proposed or executed lease of the building between the Practice and the Company. Please provide a copy to me. We will have a lease once the building is complete, since payments on the construction loan will be "rolled in" to the final loan payment. SCENT Land Holdings will not make a payment on the loan until SCENT moves in. Just like the Hartsville deal.

2. You have not been provided us with a proposed budget for the project. The estimated construction cost per the construction contract is $1,471,316. Why is the loan for $1,796,316? The land loan has been graciously rolled into the construction loan. Just like the Hartsville deal.

3. I don't understand why there appear to be two notes for the same amount, $1,796,316. One of the notes calls for an explained initial advance of $325,000. What is the purpose of this advance? I suspect it is a pay-off of the land note. The land was purchased in two increments ($200K and $125). We will ask the real estate attorney for SCENT Land Holdings, William Cox, this at closing.

4. We will not permit the automatic transfer authorization of $10,810.27 to the Company as proposed in the loan documentation. We will consider advances by joint check to the Company and Pyramid Contracting in the amount of any draw request which you and I both approve. We can discuss this at closing.

5. I don't see a proposed closing statement and would like to review one. Theresa has already sent it, but we just received another version from William Cox's office today. Theresa will forward this to you.

6. You apparently forgot to tell me in all of your email correspondence that the Bank wants my personal guaranty. I am not prepared to provide it at the present time. I did indeed discuss this with you. This is just like the Hartsville deal. It is my understanding that you have personal guarantees on the Hartsville property and the Columbia land currently. If you recall, this is why the bank requested your personal tax returns..

7. The authorization incorrectly states that you and I are the members of the Company. As you know, we are not members of the Company. We can review this at closing and make changes.

We have made the changes you required on the "receipt of information from SCENT Land Holdings". We have sent it back to you electronically and have offered courier services to expedite the execution of this

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document. Once executed, we will courier you this information or have it waiting for you at closing. As we have mentioned to you and Jamie in the past, this documentation is not voluminous and can be reviewed in a short time.

Thanks for reaching back. I will see you at 4 PM.

From: orville dyce [mailto:odyce@yahoo.com]
Sent: Wednesday, March 03, 2010 6:59 AM
To: Robert Puchalski
Cc: jamie curley; Bruce Armon
Subject: Fw: Closing Scheduled

Please see attached letter

From: Robert Puchalski
Sent: Tuesday, March 02, 2010 4:31 PM
To: 'Jamie'; Tammy Szymanski
Cc: Dr Dyce ; Theresa Williams; alpuchalski@gmail.com; Kieley Taylor
Subject: RE: Closing Scheduled

Jamie:

We already have a mechanics lien on the property, and the closing on the property is now imperative. Please know that I have instructed Theresa and the administrative staff to extend any practice resource to ease your scheduling conflict, including babysitting and courier services. If you can give us a time and place tomorrow, we can dispatch a courier to meet you and Orville at any time. For the closing to occur, it is critical that both of you sign the documentation that was previously sent to you by email. The staff and I are available to you after hours for any questions or to review financial information.

Thanks in advance for your understanding and extra effort.

Bob

Manager, SCENT Land Holdings

From: Jamie [mailto: curleyjamie@hotmail.com]
Sent: Tuesday, March 02, 2010 10:37 AM
To: Tammy Szymanski
Cc: Robert Puchalski; Dr Dyce ; Theresa Williams; <alpuchalski@gmail.com>; Kieley Taylor
Subject: Re: Closing Scheduled

Hi all! I'm not sure I'll be able to make it tomorrow--Mindy (our nanny/babysitter) has the day off for drs appts, and the girls have music AND swim class on Weds...Mindy has had her schedule blocked for weeks, I'm sorry!

Sent from my iPhone

On Mar 2, 2010, at 9:43 AM, " Tammy Szymanski " <TSzymanski@southcarolinaent.com> wrote:

<image001.gif>

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The closing has been scheduled for 4:00pm on Wednesday, March 3, at the Savage Law Firm located at 1111 Church Street in Camden . If you are headed toward Camden from the Lugoff office on Highway 1, you will turn left onto Church St . The law office is on the left side of the road.

Tammy Szymanski
South Carolina ENT, Allergy & Sleep Medicine, PA
803-424-2210 (direct)

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[redacted]

----- Forwarded Message ----
From: Robert Puchalski <rpuchalski@southcarolinaent.com>
To: orville dyce <odyce@yahoo.com>; Theresa Williams <twilliams@southcarolinaent.com>; Jamie <curleyjamie@hotmail.com>; Jamie Dyce <jamiedyce@me.com>; alpuchalski@gmail.com
Cc: Bruce Armon <barmon@saul.com>
Sent: Wed, March 3, 2010 3:31:22 PM
Subject: RE: understanding

Orville,

You are welcome to review this information and I will answer any questions you have. We have to move forward with the financing of the building and we can deal with any questions at your convenience. SCENT Land Holdings cannot wait for you to accept an offer to come in and review information in another company any longer. The building is 55% complete and the details of the this building have previously been discussed and the information has been available for your review. This is no different than the way we handled the Hartville building. Let's get this done!! Please, please.

From: orville dyce [mailto:odyce@yahoo.com]
Sent: Wednesday, March 03, 2010 3:02 PM
To: Theresa Williams; robert puchalski
Cc: Bruce Armon; Jamie Dyce
Subject: understanding

Theresa, am I to understand Jamie is to come to closing, in 10 minutes review the following while there:

1-Copies of all bank statements and cancelled checks since Jan 1, 2008
2-Electronic copy, preferably in excel format, of the check register exported from the accounting system since Jan 1, 2008 through present
3-Electronic copy of the general ledger for each year (by year) since inception through present
4-Copies of all credit card statements held in the name of the practice or practice employees that were paid from SCENT accounts since inception through present.
5-Complete copy of SCENT IRS Form 1120S for tax years 2004-2008
6-Access to all supporting documentation on file at or at a location controlled by SCENT related to disbursements made since inception through present. (invoices, check stubs etc.)

and then sign for the loan?

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[redacted]

----- Forwarded Message -----
From: Robert Puchalski <RPuchalski@southcarolinaent.com>
To: Dr Dyce <Odyce@southcarolinaent.com>; orville dyce <odyce@yahoo.com>
Sent: Wed, March 10, 2010 7:21:00 PM
Subject: Board Meeting

Orville:

I am very disappointed and surprised that our long relationship has come to this unpleasant point. Quite honestly, I still don't understand how we got here and how so many other people have come between us. I feel that we have always enjoyed a sincere and courteous personal and professional relationship. Although I know you must be thinking very negatively about me, please know that I would like nothing more than to regain this in the future, if possible.

Until your termination, we were in an untenable situation which was severely restraining the practice and clearly placing its good reputation and viability in grave jeopardy. We no longer can seem to agree on anything as simple as paying debts, saving money on medical malpractice, or maintaining confidentiality. Without doubt, this situation has stalled two companies and diverted important time and resources away from ongoing practice initiatives. In particular, I was concerned about ongoing practice operations, construction on the new building, Chad's partnership, and the Ambulatory Surgery Center. I have tried to engage you through meetings, phone conversations, and emails with no success. I have resorted to begging at times. I don't know why we haven't been able to constructively engage each other to resolve our differences, but I feel confident that I have tried my best to do it.

I have always enjoyed working with you, whether it was as your co-resident, your employer, or your partner. In my opinion, however, recently it seems as though your attorneys are running the practice and controlling the new building from Philadelphia. I believe your attorneys are playing games and their advice to you is damaging the practice in the process. Not only is this unacceptable now, but it has made me realize how important it is to protect the practice from this type of behavior in the future. The past few weeks have further convinced me that we need to make certain changes to make sure what has happened over the past few weeks does not happen again.

I am recommending that we engage a professional mediator to work with us to see if we can talk through the issues that have been raised to see if we can find common ground and quiet resolution. I'm sure that you would agree that we need to either find a way to address the outstanding issues and run the practice effectively or we need to part ways. Either way, I intend to treat you fairly and want to make sure the practice's patients are properly taken care of.

In this regard, although it was very difficult for me personally and professionally, as the managing shareholder, I did not feel like I had any choice but to terminate you from the practice. If the current situation was allowed to continue, I am convinced that there would be no practice left to defend.

Although I took this action last Wednesday, because I just notified you today, the termination will be extended to be effective May 9, 2010 (60 days from today).

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As I said before, I personally don't want to quit practicing with you. Therefore, between now and May 9, 2010, I am recommending that we submit to non-binding mediation to see if we can reach an amicable solution that does not require the termination to become effective (in other words, your employment agreement and your status as a shareholder could be reinstated). An amicable resolution will depend upon you honoring your confidentiality obligations to the practice and that you do not engage in any activity that damages the practice.

I am sorry and disappointed that it has come to this. Knowing and respecting you, the current situation makes absolutely no sense to me .... but I had to act in what I believe to be in the best interests of the practice.

The bottom line is this will be resolved in one of two ways - we either will find a way to work together or we will part ways – the choice is yours as to how we will proceed from this point. My recommendation to you is that you consider how much time and money we will spend and the pain we will endure before this gets resolved. In this regard, it will be me, you and the practice that spends the time and money and endures the pain, not your attorneys.

The door towards reconciliation remains completely open on this end. I hope you can put aside the emotion you must be feeling towards me now and walk through it. I will keep the details of our Board meeting confidential in the immediate future until you make a decision.

Robert Puchalski, MD
Managing Shareholder
South Carolina ENT, Allergy & Sleep Medicine, PA
www.SouthCarolinaENT.com

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[redacted]

----- Forwarded Message ----
From: Robert Puchalski <rpuchalski@southcarolinaent.com>
To: orville dyce <odyce@yahoo.com>
Sent: Tue, March 16, 2010 6:02:29 PM
Subject: RE: Board Meeting

Orville:

Below is the email I crafted earlier in response to your last email. It was nice of you to join me for lunch today. Thanks. As I mentioned at lunch, I would welcome a session this Sunday or another day where we go to a neutral place and hash out all our issues. I want to reconcile our differences and think this will help get some things off of our chests without lawyers or anyone else present. I will be prepared to listen. To be fair, if you can't make it, I understand that it does not reflect your commitment to reconciliation since you have made it clear that you have plans out of town with your family already. Please let me know if something shakes loose for Sunday.

Orville:

Jamie has everything that she has requested and made no further requests when prompted during the recent telephone meeting. If there are other financial documents she requires, please let us know. You have been given multiple opportunities to view financial information within the confines of the current confidentiality clause and the longstanding financial policies of the practice. I am offering you a mediation without preconditions, caveats, or delay. My commitment towards reconciliation is clear. I know in your heart you want the same. Let's get some help through non-binding mediation starting next week.

From: orville dyce [mailto:odyce@yahoo.com]
Sent: Wednesday, March 10, 2010 10:51 PM
To: Robert Puchalski
Cc: odyce@yahoo.com
Subject: Re: Board Meeting

Bob:

I am in receipt of your email. While I disagree with much of what you say, I do agree that mediation might be constructive but only after the information that Jamie and I have repeatedly requested is produced and reviewed. I trust that Ed as your lawyer has advised you that we are entitled to this information. I would urge you again to provide both Jamie and myself with this information in order to facilitate a resolution of this situation.

From: Robert Puchalski <RPuchalski@southcarolinaent.com>
To: Dr Dyce <Odyce@southcarolinaent.com>; orville dyce <odyce@yahoo.com>
Sent: Wed, March 10, 2010 7:21:00 PM

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Subject: Board Meeting

Orville:

I am very disappointed and surprised that our long relationship has come to this unpleasant point. Quite honestly, I still don't understand how we got here and how so many other people have come between us. I feel that we have always enjoyed a sincere and courteous personal and professional relationship. Although I know you must be thinking very negatively about me, please know that I would like nothing more than to regain this in the future, if possible.

Until your termination, we were in an untenable situation which was severely restraining the practice and clearly placing its good reputation and viability in grave jeopardy. We no longer can seem to agree on anything as simple as paying debts, saving money on medical malpractice, or maintaining confidentiality. Without doubt, this situation has stalled two companies and diverted important time and resources away from ongoing practice initiatives. In particular, I was concerned about ongoing practice operations, construction on the new building, Chad's partnership, and the Ambulatory Surgery Center. I have tried to engage you through meetings, phone conversations, and emails with no success. I have resorted to begging at times. I don't know why we haven't been able to constructively engage each other to resolve our differences, but I feel confident that I have tried my best to do it.

I have always enjoyed working with you, whether it was as your co-resident, your employer, or your partner. In my opinion, however, recently it seems as though your attorneys are running the practice and controlling the new building from Philadelphia. I believe your attorneys are playing games and their advice to you is damaging the practice in the process. Not only is this unacceptable now, but it has made me realize how important it is to protect the practice from this type of behavior in the future. The past few weeks have further convinced me that we need to make certain changes to make sure what has happened over the past few weeks does not happen again.

I am recommending that we engage a professional mediator to work with us to see if we can talk through the issues that have been raised to see if we can find common ground and quiet resolution. I'm sure that you would agree that we need to either find a way to address the outstanding issues and run the practice effectively or we need to part ways. Either way, I intend to treat you fairly and want to make sure the practice's patients are properly taken care of.

In this regard, although it was very difficult for me personally and professionally, as the managing shareholder, I did not feel like I had any choice but to terminate you from the practice. If the current situation was allowed to continue, I am convinced that there would be no practice left to defend.

Although I took this action last Wednesday, because I just notified you today, the termination will be extended to be effective May 9, 2010 (60 days from today).

As I said before, I personally don't want to quit practicing with you. Therefore, between now and May 9, 2010, I am recommending that we submit to non-binding mediation to see if we can reach an amicable solution that does not require the termination to become effective (in other words, your employment agreement and your status as a shareholder could be reinstated). An amicable resolution will depend upon you honoring your confidentiality obligations to the practice and that you do not engage in any activity that damages the practice.

I am sorry and disappointed that it has come to this. Knowing and respecting you, the current situation makes absolutely no sense to me .... but I had to act in what I believe to be in the best interests of the practice.

The bottom line is this will be resolved in one of two ways - we either will find a way to work together or we will part ways – the choice is yours as to how we will proceed from this point. My recommendation to you is that you consider how much time and money we will spend and the pain we will endure before this gets resolved.

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In this regard, it will be me, you and the practice that spends the time and money and endures the pain, not your attorneys.

The door towards reconciliation remains completely open on this end. I hope you can put aside the emotion you must be feeling towards me now and walk through it. I will keep the details of our Board meeting confidential in the immediate future until you make a decision.

Robert Puchalski, MD
Managing Shareholder
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----- Forwarded Message -----
From: Robert Puchalski <RPuchalski@southcarolinaent.com>
To: Dr Dyce <Odyce@southcarolinaent.com>; orville dyce <odyce@yahoo.com>
Sent: Sun, March 21, 2010 12:51:39 PM
Subject: RE: Board Meeting

OD:

I just received this email due to an email glitch. See comments below.

Bob:
As you probably know by now, my South Carolina lawyer, Morris Ellison, spoke with Ed this afternoon. Unfortunately, Morris informed Ed that your refusal to provide Jamie and me with the information we have repeatedly requested without precondition has left us with no choice but to file 2 lawsuits to obtain this information. I am still willing to consider mediation but only once I have obtained and reviewed complete information. ****Jamie has received all the information she has requested after signing the receipt. You have had numerous attempts to access the information in a manner consistent with our company policy and the confidentiality agreement in your contract. If you choose to litigate now, that it completely your choice. It is, however, disingenuous to remark that you and Jamie "have no choice" but to file a law suit. Your choices are clear: reconcile through mediation or a meeting vs. Litigation. It is your choice as a citizen to litigate, but you will have consciously chosen against reconciliation with the corporation if you do. I will, of course, respect any decision that you make.

The filing of the lawsuits does not change my desire to resolve matters between the two of us but as I have repeatedly indicated, I cannot do so in a vacuum. I simply must have the information that we have requested. While I am confident that we can obtain the information by means of a court order, I am concerned that obtaining this information by court order will take time. You have attempted to terminate me and created an artificial deadline. Your actions will necessarily force both you and me to make decisions which will be hard to undo. I would urge you again to reconsider your actions and provide the requested information without precondition. ****I agree that service of a law suit by you against the company or I will move us "beyond the point of no return". Reconciliation will not likely occur after you make the conscious decision to avoid a meeting or mediation. Your termination was not an "attempt", but a binding corporate resolution. The deadline is not arbitrary; but rather, completely dictated by the contract you agreed to.

Morris also informed Ed that in view of his representation of your interests, I feel that Ed has an irreconcilable conflict of interests. I will object in the strongest possible terms to his representation of either companies or you until we have resolved our differences. ****your feelings toward corporate counsel are noted, but should not be a factor in today's meeting since it will only be you and I. I hope we can resolve all our issues today pending a meeting with Austin to answer all of your financial concerns. Our meeting today is our opportunity to seek reconciliation without any attorneys.

Let's try to move things along to a resolution by your providing me with requested information without precondition. ***Let's try to stop the games, lose the lawyers, and write our own emails. I am prepared to fix this today. I think we can if we come to the meeting with this expectation in mind. I can be in the Lugoff office at 1 pm. Come when you are ready, old friend. Let's engage each other with no distractions.

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Bob

Robert Puchalski, MD
Managing Shareholder
South Carolina ENT, Allergy & Sleep Medicine, PA
www.SouthCarolinaENT.com

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From: Catch All
Sent: Saturday, March 20, 2010 4:01 AM
To: Robert Puchalski
Subject: FW: Board Meeting

From: orville dyce [mailto:odyce@yahoo.com]
Sent: Wednesday, March 17, 2010 10:20 PM
To: Robert Puchalski
Subject: Re: Board Meeting

Bob:
As you probably know by now, my South Carolina lawyer, Morris Ellison, spoke with Ed this afternoon. Unfortunately, Morris informed Ed that your refusal to provide Jamie and me with the information we have repeatedly requested without precondition has left us with no choice but to file 2 lawsuits to obtain this information. I am still willing to consider mediation but only once I have obtained and reviewed complete information.

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concerned that obtaining this information by court order will take time. You have attempted to terminate me and created an artificial deadline. Your actions will necessarily force both you and me to make decisions which will be hard to undo. I would urge you again to reconsider your actions and provide the requested information without precondition.

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Let's try to move things along to a resolution by your providing me with requested information without precondition.

Orville

From: Robert Puchalski <rpuchalski@southcarolinaent.com>
To: orville dyce <odyce@yahoo.com>
Sent: Tue, March 16, 2010 6:02:29 PM
Subject: RE: Board Meeting

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Below is the email I crafted earlier in response to your last email. It was nice of you to join me for lunch today. Thanks. As I mentioned at lunch, I would welcome a session this Sunday or another day where we go to a neutral place and hash out all our issues. I want to reconcile our differences and think this will help get some things off of our chests without lawyers or anyone else present. I will be prepared to listen. To be fair, if you can't make it, I understand that it does not reflect your commitment to reconciliation since you have made it clear that you have plans out of town with your family already. Please let me know if something shakes loose for Sunday.

Orville:

Jamie has everything that she has requested and made no further requests when prompted during the recent telephone meeting. If there are other financial documents she requires, please let us know. You have been given multiple opportunities to view financial information within the confines of the current confidentiality clause and the longstanding financial policies of the practice. I am offering you a mediation without preconditions, caveats, or delay. My commitment towards reconciliation is clear. I know in your heart you want the same. Let's get some help through non-binding mediation starting next week.

From: orville dyce [mailto:odyce@yahoo.com]
Sent: Wednesday, March 10, 2010 10:51 PM
To: Robert Puchalski
Cc: odyce@yahoo.com
Subject: Re: Board Meeting

Bob:

I am in receipt of your email. While I disagree with much of what you say, I do agree that mediation might be constructive but only after the information that Jamie and I have repeatedly requested is produced and reviewed. I trust that Ed as your lawyer has advised you that we are entitled to this information. I would urge you again to provide both Jamie and myself with this information in order to facilitate a resolution of this situation.

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From: Robert Puchalski <RPuchalski@southcarolinaent.com>
To: Dr Dyce <Odyce@southcarolinaent.com>; orville dyce <odyce@yahoo.com>
Sent: Wed, March 10, 2010 7:21:00 PM
Subject: Board Meeting

Orville:

I am very disappointed and surprised that our long relationship has come to this unpleasant point. Quite honestly, I still don't understand how we got here and how so many other people have come between us. I feel that we have always enjoyed a sincere and courteous personal and professional relationship. Although I know you must be thinking very negatively about me, please know that I would like nothing more than to regain this in the future, if possible.

Until your termination, we were in an untenable situation which was severely restraining the practice and clearly placing its good reputation and viability in grave jeopardy. We no longer can seem to agree on anything as simple as paying debts, saving money on medical malpractice, or maintaining confidentiality. Without doubt, this situation has stalled two companies and diverted important time and resources away from ongoing practice initiatives. In particular, I was concerned about ongoing practice operations, construction on the new building, Chad's partnership, and the Ambulatory Surgery Center. I have tried to engage you through meetings, phone conversations, and emails with no success. I have resorted to begging at times. I don't know why we haven't been able to constructively engage each other to resolve our differences, but I feel confident that I have tried my best to do it.

I have always enjoyed working with you; whether it was as your co-resident, your employer, or your partner. In my opinion, however, recently it seems as though your attorneys are running the practice and controlling the new building from Philadelphia. I believe your attorneys are playing games and their advice to you is damaging the practice in the process. Not only is this unacceptable now, but it has made me realize how important it is to protect the practice from this type of behavior in the future. The past few weeks have further convinced me that we need to make certain changes to make sure what has happened over the past few weeks does not happen again.

I am recommending that we engage a professional mediator to work with us to see if we can talk through the issues that have been raised to see if we can find common ground and quiet resolution. I'm sure that you would agree that we need to either find a way to address the outstanding issues and run the practice effectively or we need to part ways. Either way, I intend to treat you fairly and want to make sure the practice's patients are properly taken care of.

In this regard, although it was very difficult for me personally and professionally, as the managing shareholder, I did not feel like I had any choice but to terminate you from the practice. If the current situation was allowed to continue, I am convinced that there would be no practice left to defend.

Although I took this action last Wednesday, because I just notified you today, the termination will be extended to be effective May 9, 2010 (60 days from today).

As I said before, I personally don't want to quit practicing with you. Therefore, between now and May 9, 2010, I am recommending that we submit to non-binding mediation to see if we can reach an amicable solution that does not require the termination to become effective (in other words, your employment agreement and your status as a shareholder could be reinstated). An amicable resolution will depend upon you honoring your confidentiality obligations to the practice and that you do not engage in any activity that damages the practice.

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I am sorry and disappointed that it has come to this. Knowing and respecting you, the current situation makes absolutely no sense to me .... but I had to act in what I believe to be in the best interests of the practice.

The bottom line is this will be resolved in one of two ways - we either will find a way to work together or we will part ways – the choice is yours as to how we will proceed from this point. My recommendation to you is that you consider how much time and money we will spend and the pain we will endure before this gets resolved. In this regard, it will be me, you and the practice that spends the time and money and endures the pain, not your attorneys.

The door towards reconciliation remains completely open on this end. I hope you can put aside the emotion you must be feeling towards me now and walk through it. I will keep the details of our Board meeting confidential in the immediate future until you make a decision.

Robert Puchalski, MD
Managing Shareholder
South Carolina ENT, Allergy & Sleep Medicine, PA
www.SouthCarolinaENT.com

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[redacted]

----- Forwarded Message ----
From: Robert Puchalski <RPuchalski@southcarolinaent.com>
To: Dr Dyce <Odyce@southcarolinaent.com>; orville dyce <odyce@yahoo.com>
Cc: Theresa Williams <twilliams@southcarolinaent.com>
Sent: Tue, March 23, 2010 9:42:17 AM
Subject: Law Suits

OD:

I drafted this email yesterday, but held onto it in case you called last night.

I thought our talk yesterday was very good. It seemed as though we agreed on so many things. I was expecting a call from you last night regarding my offer for a short path to reconciliation. I haven't heard from you, but I was served with two law suits alleging mismanagement, among other things, last night. I suspect this was your way of answering me. I was surprised by this, given our meeting. I regret your decision to pursue litigation over reconciliation, but I certainly respect it. I hate that it has come to this, old friend.

Robert Puchalski, MD
Managing Shareholder
South Carolina ENT, Allergy & Sleep Medicine, PA
www.SouthCarolinaENT.com

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[redacted]

----- Forwarded Message ----
From: Robert Puchalski <RPuchalski@southcarolinaent.com>
To: orville dyce <odyce@yahoo.com>; Dr Dyce <Odyce@southcarolinaent.com>
Sent: Fri, March 26, 2010 5:38:44 PM
Subject: RE: last pm meeting

OD:

Please see comments in red.
Bob,
I appreciated you meeting with me last pm and wanted to confirm what we discussed and the actions you informed me that you were unilaterally taking. I think meeting together casually is always a good thing. I regret that we don't interact socially more often. I had an enjoyable time with you and Jamie last night at the ball.
First, I understand that despite teh fact that I remain both a shareholder and an employee you have unilaterally deactivated my credit card which I use to pay for the gas that I use in driving between practice locations and prohibited any employee at SCENT from sharing any information with me. The credit card was a high limit card that you could have used to obligate the corporation. Given the adverse position your attorneys have taken with the practice and your recent behavior, I'm sure you understand why this was the responsible thing to do as the managing shareholder. SCENT will, however, be happy to reimburse you for your expenses. Please keep receipts for any approved travel expenses until May 9th and I will expedite your reimbursement. Just fill out the reimbursement form, which is available on the SCENT intranet homepage. Employees are certainly not prohibited from giving you information, particularly clinical information that you need to care for SCENT patients. As I mentioned to you in our meeting, it came to my attention that you recently requested and obtained copies of Company contracts with insurance companies concerning reimbursement of physician services including the rates of reimbursement negotiated by the Company. SCENT's reimbursement contracts and negotiated rates of reimbursement are proprietary information and constitutes confidential trade secrets of the company and SCENT has taken steps to protect itself from what seems to be a clandestine effort to remove valuable files from the practice. As I mentioned in our meeting, you are not authorized to use or distribute the information for any purpose other than in furtherance of the Company's business. Any unauthorized use, distribution or utilization of the information will be in breach of the Shareholders' Agreement and your Employment Agreement. In the future, please refrain from requesting, accepting or inspecting Company information except through the proper Company channels to receive the information.

I continue not to understand why you will not let me have copies of the information to which I am clearly entitled.

I have explained SCENT's position on this more times than I can count, while you continue to lack any justification for why you will not pursue any one of the proposed avenues I have offered to get you the financial peace of mind you desire. I am attaching a letter from SCENT's Corporate Law Firm on the issue, in case your attorneys have not shared it with you.

i remain willing to consider mediation and dismiss the existing lawsuits without prejudice so long as you

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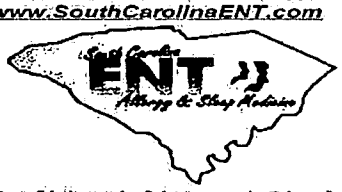
provide me with the information to which I am entitled without precondition and rescind your effort to have me terminated from SCENT.
Your actions are leaving me no choice. I cannot mediate without reviewing and studying the information to which we are clearly entitled.

I realize that saying you "have no choice" might help you justify your recent adverse actions against SCENT, but stating it over and over in emails and words doesn't make it a true statement. You have serially rejected several options, including mediation, a confidentiality agreement, independent audit, and a meeting with Austin in the past. I even brought Austin into our Meeting Tuesday to certify that you and I received the same salary and distributions of over 1.5 million dollars last year. Instead, you have chosen to litigate and make SCENT the talk of Camden during its most social weekend of the year. For some reason, you continue to reject any choice other than the litigious one . As I said at Sam Kendall's, I am always available to you at any hour if you have any questions about SCENT's position or if you decide to reconcile. The choice is yours, as it has always been. I continue to hope for a reconciliation.
O

P.S. Bummer about Cornell. I am really proud of those kids. They held their ground against a fantastic Kentucky team. Wish we had a team like that to cheer for when we were there!
Bob

Robert Puchalski, MD
Managing Shareholder
South Carolina ENT, Allergy & Sleep Medicine, PA
www.SouthCarolinaENT.com



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From: orville dyce [mailto:odyce@yahoo.com]
Sent: Thursday, March 25, 2010 11:57 AM
To: Robert Puchalski
Cc: me MYSELF
Subject: RE: last pm meeting

CONFIDENTIAL

Robert Puchalski

From: Robert Puchalski
Sent: Wednesday, March 03, 2010 8:44 PM
To: 'William Cox'; 'wlong@fpsb.com'
Cc: 'alpuchalski@gmail.com'; 'ed.white@nelsonmullins.com'; Theresa Williams
Subject: RE: closing

My sincere apologies to both of you. I realize this is the fourth scheduled closing and that it reflects very poorly on us.

Amy, I appreciate that you took time out of your busy schedule to prepare for and attend the closing as a partner.

Manager
SCENT Land Holdings, LLC

From: Theresa Williams
Sent: Wednesday, March 03, 2010 3:45 PM
To: William Cox; wlong@fpsb.com
Cc: rpuchalski@southcarolinaent.com; alpuchalski@gmail.com; jamie curley; ed.white@nelsonmullins.com; odyce@southcarolinaent.com
Subject: closing

We have just received word that neither Dr. Dyce nor his wife will be at the closing today.
As you know we had planned to attend and are very disappointed to hear this. We will continue to push on this matter and will get back to you as soon as we can.
We thank you for your time and patience.
Theresa

CONFIDENTIAL

Robert Puchalski

From: [redacted]
Sent:
To:
Subject:

[redacted]

REDACTED. ATTY/CLIENT PRIVILEGED.

Robert Puchalski, MD
Managing Shareholder
South Carolina ENT, Allergy & Sleep Medicine, PA
www.SouthCarolinaENT.com

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From: Walter Long [mailto:wlong@fpsb.com]
Sent: Wednesday, February 17, 2010 9:31 AM
To: Robert Puchalski
Subject: closing

Bob,

The Bank is agreeable to releasing Dr. Dyce as a guarantor provided that you pledge $300,000 as additional collateral.

I have spoken with Alan Thomson this morning and he should be calling you to discuss which account to pledge.

have instructed William Cox to proceed with the closing today at 12:00. Let him know if this time does not work for you.

Call or email with questions.

Thanks,
Walter Long

Robert Puchalski

From: Robert Puchalski [rpuchalski@southcarolinaent.com]
Sent: Wednesday, March 03, 2010 2:31 PM
To: 'Ed White'
Subject: RE: Closing Scheduled

Just opened your email this PM. Thank you for engaging us. Please see comments in red.

1. Neither Jamie nor I have been furnished with a proposed or executed lease of the building between the Practice and the Company. Please provide a copy to me. We will have a lease once the building is complete, since payments on the construction loan will be "rolled in" to the final loan payment. SCENT Land Holdings will not make a payment on the loan until SCENT moves in. Just like the Hartsville deal.

2. You have not been provided us with a proposed budget for the project. The estimated construction cost per the construction contract is $1,471,316. Why is the loan for $1,796,316? The land loan has been graciously rolled into the construction loan. Just like the Hartsville deal.

3. I don't understand why there appear to be two notes for the same amount, $1,796,316. One of the notes calls for an explained initial advance of $325,000. What is the purpose of this advance? I suspect it is a pay-off of the land note. The land was purchased in two increments ($200K and $125). We will ask the real estate attorney for SCENT Land Holdings, William Cox, this at closing.

4. We will not permit the automatic transfer authorization of $10,810.27 to the Company as proposed in the loan documentation. We will consider advances by joint check to the Company and Pyramid Contracting in the amount of any draw request which you and I both approve. We can discuss this at closing.

5. I don't see a proposed closing statement and would like to review one. Theresa has already sent it, but we just received another version from William Cox's office today. Theresa will forward this to you.

6. You apparently forgot to tell me in all of your email correspondence that the Bank wants my personal guaranty. I am not prepared to provide it at the present time. I did indeed discuss this with you. This is just like the Hartsville deal. It is my understanding that you have personal guarantees on the Hartsville property and the Columbia land currently.

7. The authorization incorrectly states that you and I are the members of the Company. As you know, we are not members of the Company. We can review this at closing and make changes.

Thanks for reaching back. I will see you at 4 PM.

From: orville dyce [mailto:odyce@yahoo.com]
Sent: Wednesday, March 03, 2010 6:59 AM
To: Robert Puchalski
Cc: jamie curley; Bruce Armon
Subject: Fw: Closing Scheduled

Please see attached letter

4862

7. The authorization incorrectly states that you and I are the members of the Company. As you know, we are not members of the Company. We can review this at closing and make changes.

This is a pretty easy document to fix.

We have made the changes you required on the "receipt of information from SCENT Land Holdings". We have sent it back to you electronically and have offered courier services to expedite the execution of this document. Once executed, we will courier you this information or have it waiting for you at closing. As we have mentioned to you and Jamie in the past, this documentation is not voluminous and can be reviewed in a short time.

Thanks for reaching back. I will see you at 4 PM.

From: orville dyce [mailto:odyce@yahoo.com]
Sent: Wednesday, March 03, 2010 6:59 AM
To: Robert Puchalski
Cc: jamie curley; Bruce Armon
Subject: Fw: Closing Scheduled

Please see attached letter

From: Robert Puchalski
Sent: Tuesday, March 02, 2010 4:31 PM
To: 'Jamie'; Tammy Szymanski
Cc: Dr Dyce ; Theresa Williams; alpuchalski@gmail.com; Kieley Taylor
Subject: RE: Closing Scheduled

Jamie:

We already have a mechanics lien on the property, and the closing on the property is now imperative. Please know that I have instructed Theresa and the administrative staff to extend any practice resource to ease your scheduling conflict, including babysitting and courier services. If you can give us a time and place tomorrow, we can dispatch a courier to meet you and Orville at any time. For the closing to occur, it is critical that both of you sign the documentation that was

Robert Puchalski

From: Robert Puchalski
Sent: Friday, March 05, 2010 2:12 PM
To: Ed White
Subject: Fwd: requests

FYI.

Sent from my iPhone
Robert Puchalski, MD

Begin forwarded message:

> **From:** "orville dyce" <odyce@yahoo.com>
> **Date:** March 5, 2010 7:31:10 AM EST
> **To:** "Robert Puchalski" <RPuchalski@southcarolinaent.com>
> **Cc:** "Bruce Armon" <barmon@saul.com>, "me MYSELF" <odyce@yahoo.com>
> **Subject: requests**
>
> Bob
>
> Despite MY REPEATED REQUESTS AND numerous promises BY YOU over the past several days, I still have not received the following documents which I requested.

1-Copies of all bank statements and cancelled checks since Jan 1, 2008
2-Electronic copy, preferably in excel format, of the check register exported from the accounting system since Jan 1, 2008 through present
3-Electronic copy of the general ledger for each year (by year) since inception through present
4-Copies of all credit card statements held in the name of the practice or practice employees that were paid from SCENT accounts since inception through present.
5-Complete copy of SCENT IRS Form 1120S for tax years 2004-2008
6-Access to all supporting documentation on file at or at a location controlled by SCENT related to disbursements made since inception through present. (Invoices, check stubs etc.)

I also have not received a copy of the contractor's draw request.

I need some more information on the two loans to First Palmetto which are being satisfied. I need copies of the original notes and mortgages and need to know how the money from these loans was spent. I would like to match this up with some of the financial documents which I have requested which have not yet been provided.

4864

I did receive a list titled SCENT Landholdings Check Detail 3/3/2010.

My patience is wearing thin.

Orville

Robert Puchalski

From: [redacted]
Sent:
To:
Subject:

[redacted] REDACTED FOR ATTORNEY/CLIENT PRIVILEGE

[redacted]

From: Theresa Williams [mailto:twilliams@southcarolinaent.com]
Sent: Monday, March 01, 2010 12:57 PM
To: curleyjamie@hotmail.com
Cc: Dr Dyce; Robert Puchalski; Ed White
Subject: Meeting

Hello Jamie-
Dr. Puchalski asked me to follow up with you about scheduling a meeting to review the financial documents for SCENT Landholdings. I will be happy to schedule any time that you need between now and the Wednesday closing.

Please let me know what works for you.
Thanks,
Theresa

==========

Confidentiality Notice

Robert Puchalski

From: Robert Puchalski [rpuchalski@southcarolinaent.com]
Sent: Tuesday, March 02, 2010 4:23 PM
To: 'Jamie'; Tammy Szymanski
Cc: Dr Dyce; Theresa Williams; '<alpuchalski@gmail.com>'; Kieley Taylor
Subject: RE: Closing Scheduled

Jamie:

We already have a mechanics lien on the property, and the closing on the property is now imperative. Please know that I have instructed Theresa and the administrative staff to extend any practice resource to ease your scheduling conflict, including babysitting and courier services. If you can give us a time and place tomorrow, we can dispatch a courier to meet you and Orville at any time. For the closing to occur, it is critical that both of you sign the documentation that was previously sent to you by email. The staff and I are available to you after hours for any questions or to review financial information.

Thanks in advance for your understanding and extra effort.

Bob

Manager, SCENT Land Holdings

From: Jamie [mailto:curleyjamie@hotmail.com]
Sent: Tuesday, March 02, 2010 10:37 AM
To: Tammy Szymanski
Cc: Robert Puchalski; Dr Dyce; Theresa Williams; <alpuchalski@gmail.com>; Kieley Taylor
Subject: Re: Closing Scheduled

Hi all! I'm not sure I'll be able to make it tomorrow--Mindy (our nanny/babysitter) has the day off for drs appts, and the girls have music AND swim class on Weds...Mindy has had her schedule blocked for weeks, I'm sorry!

Sent from my iPhone

On Mar 2, 2010, at 9:43 AM, "Tammy Szymanski" <TSzymanski@southcarolinaent.com> wrote:

<image001.gif>

The closing has been scheduled for 4:00pm on Wednesday, March 3, at the Savage Law Firm located at 1111 Church Street in Camden. If you are headed toward Camden from the Lugoff office on Highway 1, you will turn left onto Church St. The law office is on the left side of the road.

Tammy Szymanski

South Carolina ENT, Allergy & Sleep Medicine, PA

803-424-2210 (direct)

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From: Dr Dyce
Sent: Wednesday, March 03, 2010 6:30 AM
To: Theresa Williams
Subject: Re: Meeting

Thanks for the email Theresa but as Dr. Pulchaski knows, I would like copies of documents which I have requested. A meeting is insufficient but copies would be great.

Sent from my iPhone

Orville Dyce MD
SCENT, Allergy & Sleep Medicinr

On Mar 1, 2010, at 12:57 PM, "Theresa Williams" <twilliams@southcarolinaent.com> wrote:

Hello Jamie-
Dr. Puchalski asked me to follow up with you about scheduling a meeting to review the financial documents for SCENT Landholdings. I will be happy to schedule any time that you need between now and the Wednesday closing.

Please let me know what works for you.
Thanks,
Theresa

Hotmail: Trusted email with Microsoft's powerful SPAM protection. Sign up now.

CONFIDENTIAL

Robert Puchalski

From: Robert Puchalski [rpuchalski@southcarolinaent.com]
Sent: Wednesday, March 03, 2010 1:19 PM
To: Dr Dyce; 'Jamie'; '<alpuchalski@gmail.com>'
Cc: Theresa Williams
Subject: FW: Meeting

Importance: High

Theresa will be sending over a receipt with your changes, which we have made promptly at your request. As we have said in previous emails, we will make every resource of the practice available to you to facilitate document transfer.

In the email you sent below, you mention that there were "several important business questions" which you posed to me regarding the proposed loan. I am completely unaware of any SCENT Land Holdings business questions that I have not answered concerning the loan we are closing on today. I will, however, give you a call to give you an opportunity to ask them. If I don't reach you, I will be available at the closing for any questions you may have. I will also put corporate counsel and corporate accounting on notice in case your questions are of a legal or financial nature that I cannot answer.

If we can cover any clinical responsibility you may encounter today with other resources, just let us know. I have spoken to Pam in the OR and she will make sure that you are out of your cases by closing. This is by far the most important issue facing the practice, let's please get it done. I sincerely hope to see you at 4 PM at William Cox's office.

From: Theresa Williams [mailto:twilliams@southcarolinaent.com]
Sent: Wednesday, March 03, 2010 12:29 PM
To: ed.white@nelsonmullins.com; Robert Puchalski
Subject: FW: Meeting
Importance: High

Please advise.

From: Dr Dyce [mailto:drdyce@southcarolinaent.com]
Sent: Wednesday, March 03, 2010 12:12 PM
To: Theresa Williams
Cc: jamiedyce@me.com
Subject: RE: Meeting

Theresa:

Thanks for your email and the proposed receipt. In order to avoid any possible misunderstandings or mischaracterizations, please either strike the word "confidential" in the second line of the proposed receipt and substitute "under" for "to SCENT Land Holdings, LLC, pursuant to" beginning at the end of that line. Better yet, please make these changes and list the information being provided. Jamie will be happy to execute either form upon receipt of the information. I can't tell from your email whether the information is not complete, but it is a start. I need to receive all of the requested information.

As I told Bob earlier, I am not in a position to consider attending any closing until we have received all of the requested information and he has answered to my satisfactions several important business questions which I posed to him regarding the proposed loan.

Thanks, Orville

From: Theresa Williams [mailto:twilliams@southcarolinaent.com]
Sent: Wednesday, March 03, 2010 11:56 AM
To: 'jamie curley'; Dr Dyce
Cc: Robert Puchalski; alpuchalski@gmail.com
Subject: RE: Meeting
Importance: High

Hello Jamie-
I did test the file before we sent, but I will send again. Please let me know.
Thanks, Theresa

From: jamie curley [mailto:curleyjamie@hotmail.com]
Sent: Wednesday, March 03, 2010 11:46 AM
To: twilliams@southcarolinaent.com; odyce@southcarolinaent.com
Cc: rpuchalski@southcarolinaent.com; alpuchalski@gmail.com
Subject: RE: Meeting

Hi Theresa,

I've tried to open & print the "sign out form", but the page is blank. It says the document is 2.9 MB, but appears to be blank...? I've also reopened the various attachments that have come in from SCENT over the past 3 days, to see if any of them were this form, to no avail.

Please confirm that the form is not accidentally blank on your end and resend. Thank you!!
Jamie

Subject: RE: Meeting
Date: Wed, 3 Mar 2010 10:36:48 -0500
From: twilliams@southcarolinaent.com
To: Odyce@southcarolinaent.com
CC: curleyjamie@hotmail.com; RPuchalski@southcarolinaent.com; alpuchalski@gmail.com

Dr. Dyce-
I have the SCENT Land Holdings financial documents for your review and have them prepared for you to take once Jamie has signed the "sign out form" (1 sentence long). I will attach another copy of the " sign out form" that was also sent out last Monday and Saturday.
If you can get this signed and returned , I will be happy to courier these documents over to you or have them at the closing today at 4:00.

The reports consist of a list of checks and deposits (12 pages), but they are simple entries and should take no more than 10 minutes to review.

If you cannot have Jamie sign these out and you do not wish to have us courier the documents over to you, we will have these available at closing.
I will alert Tammy Amerson that you have received this email and will also copy Jamie and Amy.

Thanks, Theresa

Robert Puchalski

From: Robert Puchalski [rpuchalski@southcarolinaent.com]
Sent: Friday, March 05, 2010 3:30 PM
To: 'ed.white@nelsonmullins.com'
Subject: FW: Meeting

Importance: High

From: Theresa Williams [mailto:twilliams@southcarolinaent.com]
Sent: Wednesday, March 03, 2010 12:03 PM
To: 'jamie curley'; Dr Dyce
Cc: Robert Puchalski; alpuchalski@gmail.com
Subject: RE: Meeting
Importance: High

Jamie-Please let me know where you are and I can courier the form over to you.Thanks, Theresa

---

From: jamie curley [mailto:curleyjamie@hotmail.com]
Sent: Wednesday, March 03, 2010 11:46 AM
To: twilliams@southcarolinaent.com; odyce@southcarolinaent.com
Cc: rpuchalski@southcarolinaent.com; alpuchalski@gmail.com
Subject: RE: Meeting

HI Theresa,

I've tried to open & print the "sign out form", but the page is blank. It says the document is 2.9 MB, but appears to be blank...? I've also reopened the various attachments that have come in from SCENT over the past 3 days, to see if any of them were this form, to no avail.

Please confirm that the form is not accidentally blank on your end and resend. Thank you!!
Jamie

Subject: RE: Meeting
Date: Wed, 3 Mar 2010 10:36:48 -0500
From: twilliams@southcarolinaent.com
To: Odyce@southcarolinaent.com
CC: curleyjamie@hotmail.com; RPuchalski@southcarolinaent.com; alpuchalski@gmail.com

Dr. Dyce-
I have the SCENT Land Holdings financial documents for your review and have them prepared for you to take once Jamie has signed the "sign out form" (1 sentence long). I will attach another copy of the " sign out form" that was also sent out last Monday and Saturday.
If you can get this signed and returned , I will be happy to courier these documents over to you or have them at the closing today at 4:00.

The reports consist of a list of checks and deposits (12 pages), but they are simple entries and should take no more than 10 minutes to review.

If you cannot have Jamie sign these out and you do not wish to have us courier the documents over to you, we will have these available at closing.

4871

Robert Puchalski

From: [redacted]
Sent:
To:
Subject:
Attachments:

[redacted]

REDACTED FOR ATTORNEY/CLIENT PRIVILEGE.

Robert Puchalski, MD
Managing Shareholder
South Carolina ENT, Allergy & Sleep Medicine, PA
www.SouthCarolinaENT.com

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If you are not the named addressee, you are not authorized to read, print, retain, copy or disseminate this message or any part of it. If you have received this message in error, please notify the sender immediately by replying to this e-mail and delete all copies of this message.

From: Theresa Williams
Sent: Wednesday, March 03, 2010 10:37 AM
To: Dr Dyce
Cc: curleyjamie@hotmail.com; Robert Puchalski; alpuchalski@gmail.com
Subject: RE: Meeting

Dr. Dyce-
I have the SCENT Land Holdings financial documents for your review and have them prepared for you to take once Jamie has signed the "sign out form" (1 sentence long). I will attach another copy of the " sign out form" that was also ent out last Monday and Saturday.
If you can get this signed and returned , I will be happy to courier these documents over to you or have them at the closing today at 4:00.

4872

The reports consist of a list of checks and deposits (12 pages), but they are simple entries and should take no more than 10 minutes to review.

If you cannot have Jamie sign these out and you do not wish to have us courier the documents over to you, we will have these available at closing.
I will alert Tammy Amerson that you have received this email and will also copy Jamie and Amy.

Thanks, Theresa

From: Dr Dyce
Sent: Wednesday, March 03, 2010 6:30 AM
To: Theresa Williams
Subject: Re: Meeting

Thanks for the email Theresa but as Dr. Pulchaski knows, I would like copies of documents which I have requested. A meeting is insufficient but copies would be great.

Sent from my iPhone

Orville Dyce MD
SCENT, Allergy & Sleep Medicine

On Mar 1, 2010, at 12:57 PM, "Theresa Williams" <twilliams@southcarolinaent.com> wrote:

Hello Jamie-

Dr. Puchalski asked me to follow up with you about scheduling a meeting to review the financial documents for SCENT Landholdings. I will be happy to schedule any time that you need between now and the Wednesday closing.

Please let me know what works for you.

Thanks,

Theresa

4873

SCENT DEF Exhibit 45

Robert Puchalski

From: [redacted]
Sent:
To:
Subject: FW: SCENT refi/const loan
Attachments: Preliminary HUD.pdf

REDACTED FOR ATTORNEY / CLIENT PRIVILEGE.

[redacted]

From: Theresa Williams [mailto:twilliams@southcarolinaent.com]
Sent: Wednesday, March 03, 2010 2:32 PM
To: Dr Dyce
Cc: Robert Puchalski
Subject: FW: SCENT refi/const loan

Dr. Dyce-
Please find the attached loan documents that I received today from our attorney.
Thanks, Theresa

From: Christine Peebles [mailto:CPeebles@thesavagefirm.com]
Sent: Wednesday, March 03, 2010 9:49 AM
To: 'Kieley Taylor'; 'Theresa Williams'
Cc: 'RPuchalski@southcarolinaent.com'
Subject: SCENT refi/const loan

Attached is the HUD-1 Settlement Statement as approved by Walter Long of First Palmetto. The amount needed for closing is $6751.16 and this must be a cashier's check/certified funds payable to Savage Law Firm.
I have closing set for 4:00 this afternoon. If this changes for any reason, please contact me via email directly.
Thank you!

Christine Peebles
Savage, Royall & Sheheen, LLP
1111 Church Street
Camden, SC 29020
(803)432-4391
(803)425-4816 FAX

Robert Puchalski

From: [redacted]
Sent:
To:
Cc:
Subject:

REDACTED FOR ATTY/CLIENT PRIVILEGE

[redacted]

[redacted]

Sent from my iPhone
Robert Puchalski, MD

On Mar 8, 2010, at 5:08 AM, "Theresa Williams" <twilliams@southcarolinaent.com> wrote:

??

From: Dr Dyce
Sent: Saturday, March 06, 2010 11:31 AM
To: Theresa Williams
Cc: Robert Puchalski; Bruce D. Armon; Orville Dyce
Subject: Fwd: SC ENT Lugoff invoices

Theresa I wish to review all the requested info for SCENT and SCENT landholdings. To date i have not received that which has been requested. Please let me know when i will receive them.

Sent from my iPhone

Orville Dyce MD

SCENT, Allergy & Sleep Medicinr

Begin forwarded message:

> **From:** "Theresa Williams" <twilliams@southcarolinaent.com>
> **Date:** March 5, 2010 2:30:59 PM EST
> **To:** "Robert Puchalski" <RPuchalski@southcarolinaent.com>, "Dr Dyce" <Odyce@southcarolinaent.com>, <alpuchalski@gmail.com>, "'jamie curley'" <curleyjamie@hotmail.com>
> **Subject: FW: SC ENT Lugoff invoices**
>
> FYI
>
> ---
>
> **From:** Charlie Lucas [mailto:LucasBuilt@sc.rr.com]
> **Sent:** Thursday, March 04, 2010 4:20 PM
> **To:** Theresa Williams
> **Cc:** Robert Puchalski
> **Subject:** Fw: SC ENT Lugoff invoices
>
> Theresa please update us on our past due and current payment, our subcontractors and our company are loosing our relationships with our suppliers.
>
> Thankyou,
>
> Charlie
>
> ----- Original Message -----
>
> **From:** Robert Puchalski
>
> **To:** 'Charlie Lucas'
>
> **Cc:** 'Dr Dyce' ; 'Jamie' ; alpuchalski@gmail.com ; 'Theresa Williams'
>
> **Sent:** Wednesday, March 03, 2010 1:22 PM
>
> **Subject:** RE: SC ENT Lugoff invoices
>
> Charlie:
>
> I assure you that we are doing everything in our power to facilitate the closing today. Your workmanship has been exceptional and I appreciate all of your patience with us.

From: Charlie Lucas [mailto:LucasBuilt@sc.rr.com]
Sent: Wednesday, March 03, 2010 9:58 AM
To: Robert Puchalski
Subject: SC ENT Lugoff invoices

Dr. Puchalski we are hopeful that the closing will be completed today as scheduled. We have had and hope to continue a very good working relationship. We are just giving you our concerns over the delays on the last two invoices which can (and has on some accounts) caused burdens on our vendors and subcontractors. Our vendors and subcontractors rely on timely payment in order to serve our customers with the best pricing and scheduling that we can offer.

I hope that you are pleased with our workmanship, our strive for a quality product, and meeting your occupancy requirements.

If for any reason you are not fully satisfied with our efforts please let us know.

Thank you,

Charlie Lucas

==========

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To ensure compliance with the requirements imposed by the IRS, we inform you that any U.S. federal tax advice contained in this communication (including the attachments) is not intended or written to be used, for the purpose of (a) avoiding penalties under the Internal Revenue Code or (b) promoting, marketing or recommending to another party any transaction or tax-related matter[s]. To provide you with a communication that could be used to avoid penalties under the Internal Revenue Code will necessarily entail additional investigations, analysis and conclusions on our part.

==========

Robert Puchalski

From: [redacted]
Sent:
To:
Subject:

[redacted]

REDACTED FOR ATTORNEY/CLIENT PURPOSES

From: Charlie Lucas [mailto:LucasBuilt@sc.rr.com]
Sent: Monday, March 08, 2010 10:26 AM
To: Theresa Williams
Cc: Tammy Szymanski; Robert Puchalski
Subject: Re: SC ENT Lugoff invoices

Theresa we appreciate the payment that you are giving us on Thursday but can you please give us a proposed date on the closing, we are approaching time limitations on vendors/subcontractors that may place a lien on the property due to non payment. If liens are put in place this will probably affect the closing.

Thanks,
Charlie

----- Original Message -----
From: Theresa Williams
To: 'Charlie Lucas'
Sent: Friday, March 05, 2010 3:17 PM
Subject: RE: SC ENT Lugoff invoices

Charlie- I spoke to Dr. P and we will have $100k for you next Thursday and. Please know that we are doing everything that we can do to get you the rest of the balance and a closing scheduled.
Thanks for your patience.
Theresa

From: Charlie Lucas [mailto:LucasBuilt@sc.rr.com]
Sent: Friday, March 05, 2010 12:22 PM
To: Theresa Williams
Cc: Robert Puchalski
Subject: Fw: SC ENT Lugoff invoices
Importance: High

Theresa did you talk with Dr. Puchalski yesterday afternoon? Our company and some of the subcontractors/suppliers cash flow is negative.

Thanks,
Charlie
----- Original Message -----
From: Charlie Lucas
To: Theresa Williams
Cc: Robert Puchalski
Sent: Thursday, March 04, 2010 4:19 PM
Subject: Fw: SC ENT Lugoff invoices

Theresa please update us on our past due and current payment, our subcontractors and our company are loosing our relationships with our suppliers.

Thankyou,

4878

Charlie
----- Original Message -----
From: Robert Puchalski
To: 'Charlie Lucas'
Cc: 'Dr Dyce' ; 'Jamie' ; alpuchalski@gmail.com ; 'Theresa Williams'
Sent: Wednesday, March 03, 2010 1:22 PM
Subject: RE: SC ENT Lugoff invoices

Charlie:

I assure you that we are doing everything in our power to facilitate the closing today. Your workmanship has been exceptional and I appreciate all of your patience with us.

From: Charlie Lucas [mailto:LucasBuilt@sc.rr.com]
Sent: Wednesday, March 03, 2010 9:58 AM
To: Robert Puchalski
Subject: SC ENT Lugoff invoices

Dr. Puchalski we are hopeful that the closing will be completed today as scheduled. We have had and hope to continue a very good working relationship. We are just giving you our concerns over the delays on the last two invoices which can (and has on some accounts) caused burdens on our vendors and subcontractors. Our vendors and subcontractors rely on timely payment in order to serve our customers with the best pricing and scheduling that we can offer.
I hope that you are pleased with our workmanship, our strive for a quality product, and meeting your occupancy requirements.

If for any reason you are not fully satisfied with our efforts please let us know.

Thank you,
Charlie Lucas

Jane Heinzelman

From: Ed White
Sent: Wednesday, February 17, 2010 11:03 AM
To: Armon, Bruce D.
Subject: FW: SCENT Matters
Attachments: COLUMBIA-#6074578-v3-Personal_Svcs_&_Management_Agr_Carolina_Pines_Regional_Medical_Center.DOC

Bruce,

I meant to copy you on this email.

Ed

From: Ed White
Sent: Wednesday, February 17, 2010 10:54 AM
To: 'orville dyce'
Subject: SCENT Matters

Orville,

I spoke at length yesterday with Bob and relayed many of your concerns. I suggested that the in your meeting today the two of you work on (i) the building issue, (ii) the sweep issue, (iii) the malpractice issue and that he explain his thinking behind the changes to the Shareholder Agreement and then in a separate session he let you present your concerns and objectives. I also suggested that I attend the next session in order to help indenfity ways to address both of your objectives or suggest alternatives. Bruce could attend or participate in a third session to try to bring the issues to closure.

I also suggested that the two of you discuss a protocol for you having access to company information. That can be simple as a policy or something that is added to the shareholders agreement. I believe Bob wants to try to get someone from Austin Sheehen's office to go over the sweep information to make sure you are comfortable with the explanations about the company's cash flow.

Attached is a copy of the proposed Management Agreement with Carolina Pines. I am not aware of anything having been done with the agreement yet. The one for PNE is identical except for the name.

As far as your questions on the contracts, I will try to get you (i) my assessment of what happens if new agreements are not signed and (ii) what provisions in the current agreements would offer protections for your interest in the next couple of days. I have another set of contracts to turn out today for another client but I will expedite that request for you as soon as I get those done.

In reference to your question about fiduciary duties, each of you owe the corporation as well as the other as a shareholder a duty of loyalty and care which means you are required to act (1) in good faith; (2) with the care an ordinarily prudent person would exercise under similar circumstances; (3) and in a manner you reasonably believe to be in the best interests of the corporation and its shareholders. This standard allows directors and officers to apply their own business judgement to their decisions but would preclude, as an example, actions which are arbitrary or malicious towards the company or its shareholders. The duty of loyalty also requires full disclosure and complete fairness by directors to the corporation and its shareholders. The disclosure obligation can be managed, however, with safeguards to protect confidential company information (such as restricting access to to revlewing information at the company's offices or requiring a shareholder's advisor to sign a confidentiality agreement for information transferred to the advisor). This latter point is related to my earlier suggestion that the two of you agree upon the protocol for you having access to the information you need.

I will come back to you shortly with the rest of the information you requested. In the meantime if you have any questions please do not hesitate to contact me.

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4880

P2482

SCENT DEF Exhibit 51

Thank you,

Ed

CONFIDENTIAL

4881

P2483

SCENT DEF Exhibit 51

Robert Puchalski

[redacted]

redacted by client

[redacted]

Begin forwarded message:

From: "Tammy Szymanski" <TSzymanski@southcarolinaent.com>
Date: February 16, 2010 11:04:28 AM EST
To: "Dr Dyce" <Odyce@southcarolinaent.com>
Cc: "Robert Puchalski" <RPuchalski@southcarolinaent.com>, "Theresa Williams" <twilliams@southcarolinaent.com>
Subject: Malpractice Insurance

Good morning:

Below I have outlined the benefits of switching to Medical Protective from JUA and PCF which I presented during the Board meeting.

Suits cannot be settled without the consent of the physician.

First year 50% discount for physician (Dr. Paul)

Entity limit is not shared with physician's limits (more coverage overall-1M, 3M for each doc and practice) Currently those limits are shared with the entity, so the 1M, 3M would be split between the doctor and practice if a judgment is entered.

Medical Protective is an A++ rated insurance company (highest rating).

Savings: 28,739 for the year.

I apologize if my presentation was not clear during the Board meeting. Was there any other information outside of the above that you were looking for? Please let me know if you have any questions.

4882

Thank you.

Tammy Szymanski

South Carolina ENT, Allergy & Sleep Medicine, PA

803-424-2210 (direct)

Robert Puchalski

From: Robert Puchalski
Sent: Wednesday, February 17, 2010 12:12 PM
To: Theresa Williams
Cc: Dr Dyce; 'Ed White'
Subject: RE: financial information

Let's make all these available to him tonight and answer any and all of his questions. I would not feel comfortable sending anything out of the practice without adequate confidentiality protections.

Robert Puchalski, MD
Managing Shareholder
South Carolina ENT, Allergy & Sleep Medicine, PA
www.SouthCarolinaENT.com

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From: Theresa Williams
Sent: Tuesday, February 16, 2010 11:33 AM
To: Robert Puchalski
Cc: Dr Dyce
Subject: financial information

Dr. Dyce has requested the following financial information for January 01, 2009 - present:

- Bank statements

The following items I will need to request from Austin Sheheen's office:

- Check register
- Balance Statement

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- P&L

Thanks, Theresa

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SCENT DEF Exhibit 54

Robert Puchalski

From: Robert Puchalski [rpuchalski@southcarolinaent.com]
Sent: Tuesday, February 23, 2010 5:43 PM
To: Dr Dyce
Cc: 'Ed White'; BArmon@saul.com
Subject: FW: documents
Attachments: scent lugoff.pdf; amortization for scent (2).pdf

Attached are the loan documents for the closing tomorrow.

From: Walter Long [mailto:wlong@fpsb.com]
Sent: Tuesday, February 23, 2010 5:39 PM
To: Robert Puchalski
Subject: documents

Bob,

I notices an error on the note and it will be corrected. The note will not be "open ended". It will be a closed end note.

Walter

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Robert Puchalski

From:	Robert Puchalski
Sent:	Thursday, February 25, 2010 5:47 PM
To:	Tammy Szymanski
Cc:	Theresa Williams
Subject:	Re: VGM Lease

I would like to discuss.

Sent from my iPhone
Robert Puchalski, MD

On Feb 25, 2010, at 12:53 PM, "Tammy Szymanski" <TSzymanski@southcarolinaent.com> wrote:

<image001.gif>

I have the new lease documents for your signature in the name of SC ENT, however, since Dr. Dyce is a 50% shareholder, he must also sign as personal guarantor. They have extended us some time to get these documents signed beyond the allowed 48 hours for the 0% interest rate, but Tuesday afternoon I need to have these back to their office. I see that Dr. Dyce will be in Lugoff office, so I am hoping I can get him to sign these documents. Please advise.

Tammy Szymanski

South Carolina ENT, Allergy & Sleep Medicine, PA

803-424-2210 (direct)

Robert Puchalski

From: Robert Puchalski
Sent: Monday, March 01, 2010 3:54 PM
To: Tammy Szymanski
Cc: Theresa Williams
Subject: Re: VGMFS Lease Documents (South Carolina ENT, Allergy & Sleep Medicine, PA.)

It's an s Corp, not a partnership.

Sent from my iPhone
Robert Puchalski, MD

On Mar 1, 2010, at 3:34 PM, "Tammy Szymanski" <TSzymanski@southcarolinaent.com> wrote:

> The signature for Dr. Dyce is a requirement for this lease since there is a 50/50 ownership.
>
> Thanks,
>
> Tammy
>
> **From:** Darren P.. Grazier [mailto:dgrazier@vgmfs.com]
> **Sent:** Monday, March 01, 2010 3:32 PM
> **To:** Tammy Szymanski
> **Subject:** RE: VGMFS Lease Documents (South Carolina ENT, Allergy & Sleep Medicine, PA.)
>
> Yes, it is a credit requirement as there is 50/50 ownership. Thanks.
>
> Darren Grazier
>
> VGM Financial Services
>
> Transaction Coordinator
>
> 1111 W San Marnan Drive
>
> Waterloo, IA 50701
>
> Phone: 319-274-7989 / 866-924-7989
>
> Fax: 866-465-3149
>
> mailto:dgrazier@vgmfs.com/ www.vgmfs.com

Robert Puchalski

From:	Robert Puchalski
Sent:	Monday, March 01, 2010 1:04 PM
To:	Kieley Taylor
Cc:	Theresa Williams
Subject:	Re: Docs

Far more documents than last week. Are these all related to the closing?

Sent from my iPhone
Robert Puchalski, MD

On Mar 1, 2010, at 12:21 PM, "Kieley Taylor" <KTaylor@southcarolinaent.com > wrote:

> Dr. Dyce,
>
>
>
> Here are the documents you were unable to read last week. The
> password is SCENT. You will need to open these documents using a
> desktop computer as opposed to using your iPhone. If you use the
> iPhone, you will be unable to type in the password, which causes the
> image to appear as a blank document. Please let me know if you have
> any problems.
>
>
>
> Kieley
>
>
>
> From: Terryn Cooper [mailto:tcooper@fpsb.com]
> Sent: Monday, March 01, 2010 12:02 PM
> To: Kieley Taylor
> Subject: Docs
>
>
>
> Kieley,
>
>
>
> Here you go.
>
>
>
> Terryn Cooper
>
> First Palmetto Savings Bank
>
> 407 DeKalb Street
>
> Camden, SC 29020
>
> Office 803.424.5030

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>
> Fax 803.432.0193
>
>
>
> <AGREEMENT.pdf>
> <AGREEMENT TO PROVIDE INSURANCE.pdf>
> <APPLICATION.pdf>
> <ASSIGNMENT OF LEASES AND RENTS.pdf>
> <EROM.pdf>
> <GUARANTY.pdf>
> <LOC AGREEMENT.pdf>
> <MORTGAGE.pdf>
> <NOTE.pdf>
> <RESOLUTION.pdf>
> <SECURITY AGREEMENT.pdf>

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I assure you that we are doing everything in our power to facilitate the closing today. Your workmanship has been exceptional and I appreciate all of your patience with us.

From: Charlie Lucas [mailto:LucasBuilt@sc.rr.com]
Sent: Wednesday, March 03, 2010 9:58 AM
To: Robert Puchalski
Subject: SC ENT Lugoff invoices

Dr. Puchalski we are hopeful that the closing will be completed today as scheduled. We have had and hope to continue a very good working relationship. We are just giving you our concerns over the delays on the last two invoices which can (and has on some accounts) caused burdens on our vendors and subcontractors. Our vendors and subcontractors rely on timely payment in order to serve our customers with the best pricing and scheduling that we can offer.

I hope that you are pleased with our workmanship, our strive for a quality product, and meeting your occupancy requirements.

If for any reason you are not fully satisfied with our efforts please let us know.

Thank you,

Charlie Lucas

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Gunnlaugsson 166

LAW OFFICES
MALONE, THOMPSON, SUMMERS & OTT LLC
339 HEYWARD STREET
COLUMBIA, SOUTH CAROLINA 29201
TELEPHONE (803) 254-3300
FACSIMILE (803) 254-0309
EMAIL firm@mtslawfirm.com

MICHAEL D. MALONE* ◊
CHARLES F. THOMPSON, JR.* ◊
LAKE E. SUMMERS ◊
MICHAEL K. OTT△

SPECIAL COUNSEL
LAWRENCE J. NEEDLE*
IMMIGRATION

* ADMITTED IN TX & SC
△ ADMITTED IN NC & SC
* CERTIFIED SPECIALIST IN LABOR AND EMPLOYMENT LAW (SC)
◊ ADMITTED ONLY IN SC

LABOR & EMPLOYMENT LAW
EMPLOYEE BENEFITS
IMMIGRATION

CHARLOTTE, NORTH CAROLINA OFFICE:
3600 ARCO CORPORATE DRIVE, SUITE 125
CHARLOTTE, NC 28273
TELEPHONE (704) 522-2594
FACSIMILE (704) 522-2688

H. FRANK MALONE
1930-2002

March 22, 2010

VIA FACSIMILE 803-255-5506

Ed White, Esquire
Nelson, Mullins, Riley & Scarborough
P.O. Box 11070
Columbia, S.C. 29211

Re: Dr. Chad Gunnlaugsson and South Carolina ENT, Allergy & Sleep Medicine, P.A.

Dear Ed:

As you are aware, I represent Dr. Gunnlaugsson in the above-referenced matter. The situation has changed significantly since our last correspondence and my client feels he can no longer be patient regarding his rights in SCENT and the actions of Dr. Pulchalski. Our position has been, and remains, that Dr. Gunnlaugsson has been a shareholder in the practice for a considerable amount of time and the issuance of his shares has been wrongfully withheld. My client strongly objects to the termination of Dr. Dyce's employment. As a shareholder, Dr. Gunnlaugsson was entitled to notice of any shareholder meeting and was improperly excluded from voting on this issue and would have voted against it (even if a vote had been properly taken pursuant to a properly noticed shareholders meeting—neither of which we think occurred).

At this time, we are demanding that Dr. Gunnlaugsson be immediately issued his shares. We are also demanding, as a shareholder, access to the records of the corporation to be examined by an accountant of our choice. We believe that Dr. Pulchalski has not observed corporate formalities and has diverted corporate assets to cover personal expenses. We further believe that Dr. Pulchalski's development of Somnace Sleep Labs as a separate entity which he owns constitutes the usurpation of an opportunity belonging to SCENT. These actions, and others, constitute a breach of Dr. Pulchalski's fiduciary duties to SCENT and its other shareholders. Dr. Gunnlaugsson also objects to the withholding of his call pay. Such withholding constitutes a

SCENT DEF Exhibit 63

breach of Dr. Gunnlaugsson's employment contract and we demand this practice cease immediately and he be repaid all withheld amounts. We further demand a shareholders' meeting be scheduled to discuss the employment status of all the shareholders.

While we do not speak for anyone else, it seems to us that it may be worthwhile to attempt to mediate all the issues between the shareholders (including Dr. Gunnlaugsson). However, we do not believe it will be useful to do this if Dr. Puchalski's position is going to be that Dr. Gunnlaugsson is not a shareholder or that Dr. Gunnlaugsson would be subject to a shareholders agreement different from the agreement currently in place. We also believe it would be fruitless to proceed if Dr. Puchalski is going to insist on the termination of Dr. Dyce's employment.

I look forward to receiving your response.

Very truly yours,

Charles F. Thompson, Jr.

CFT/mmi
cc: Dr. Chad Gunnlaugsson
Dr. Orville Dyce

SCENT DEF Exhibit 63

Julie Dunn

From: Chad Gunnlaugsson [cgunnlaugsson@gmail.com]
Sent: Thursday, April 15, 2010 9:42 AM
To: Mike Grabowski; Julie Dunn
Cc: rgunnlaugsson@gmail.com
Subject: Moving along

Mike and Julie,

I would like confirm a meeting for next Friday at 8:30 am at your office. We can move this further back in the morning if you would like or let us know if there is a conflict

Thank you for sending me the employee salary structures and practice assets. I will be going to the office this weekend to make the equipment list and the information you have given me will be invaluable. I will also download my pictures of the office and forward it to you.

I am also going to meet with Kim S. to complete the office design and get estimates this weekend or early next week (counters, sinks, etc.). I think I can complete this very soon.

We are going to get the tax ID number this weekend. We were going to do it last PM but the site was down. This was fortunate, as I learned today that the current corporate lawyer is looking for any action of new practices. I get paid on Monday and this will at least secure one extra paycheck before any possible suspicions are raised.

I will also tell Chuck Thompson, my attorney, to give you a call.

My experience working with you thus far has exceed all expectations and I am looking forward to moving forward. Thanks for all of your help.

Chad

ENT LAND HOLDINGS, LLC 65 HIGHWAY 1 SOUTH, SUITE 300 GOFF, SC 29078	FIRST PALMETTO SAVINGS BANK, FSB 407 DEKALB STREET CAMDEN, SC 29020	Loan Number A Date 05-05-2010 Maturity Date 05-05-2015 Loan Amount $ 1,786,316.00 Renewal Of
BORROWER'S NAME AND ADDRESS includes each borrower above, jointly and severally.	LENDER'S NAME AND ADDRESS "You" means the lender, its successors and assigns.	

value received, I promise to pay to you, or your order, at your address listed above the PRINCIPAL sum of ONE MILLION SEVEN HUNDRED NINETY SIX THOUSAND THREE HUNDRED SIXTEEN AND NO/100 Dollars $ 1,796,316.00

Single Advance: I will receive all of this principal sum on _____. No additional advances are contemplated under this note.

Multiple Advance: The principal sum shown above is the maximum amount of principal I can borrow under this note. On 05-05-2010 I will receive the amount of $ 325,000.00 and future principal advances are contemplated.

Conditions: The conditions for future advances are PROCEEDS TO BE ADVANCED AS AUTHORIZED BY FIRST PALMETTO SAVINGS BANK, FSB

☐ Open End Credit: You and I agree that I may borrow up to the maximum amount of principal more than one time. This feature is subject to all other conditions and expires on _____.

☒ Closed End Credit: You and I agree that I may borrow up to the maximum only one time (and subject to all other conditions).

EREST: I agree to pay interest on the outstanding principal balance from 05-05-2010 at the rate of 6.950% per year until 05-05-2015.

Variable Rate: This rate may then change as stated below.

☐ Index Rate: The future rate will be _____ the following index rate: _____

☐ No Index: The future rate will not be subject to any internal or external index. It will be entirely in your control.

☐ Frequency and Timing: The rate on this note may change as often as _____. A change in the interest rate will take effect _____.

☐ Limitations: During the term of this loan, the applicable annual interest rate will not be more than _____% or less than _____%. The rate may not change more than _____% each _____.

Effect of Variable Rate: A change in the interest rate will have the following effect on the payments:

☐ The amount of each scheduled payment will change. ☐ The amount of the final payment will change.

☐ _____

CRUAL METHOD: Interest will be calculated on a ACTUAL/360 basis.

ST MATURITY RATE: I agree to pay interest on the unpaid balance of this note owing after maturity, and until paid in full, as stated below:

☒ on the same fixed or variable rate basis in effect before maturity (as indicated above).

☐ at a rate equal to _____.

LATE CHARGE: If a payment is not made within 10 days after it is due, I agree to pay a late charge of 5.000% OF THE PAYMENT AMOUNT.

ADDITIONAL CHARGES: In addition to interest, I agree to pay the following charges which ☐ are ☒ are not included in the principal amount above: _____.

PAYMENTS: I agree to pay this note as follows:

NTHLY PAYMENTS OF ACCRUED INTEREST CALCULATED ON THE AMOUNT OF CREDIT OUTSTANDING BEGINNING ON 06-05-2010, FOLLOWED BY 47 MONTHLY MENTS OF $10,814.41 BEGINNING 06-05-2011, AND A FINAL PAYMENT OF $1,710,996.87 ON 05-05-2015.

DITIONAL TERMS:

SECURITY: This note is separately secured by (describe separate ument by type and date): MORTGAGE DATED 5-5-2010, ASSIGNMENT OF SES AND RENTS DATED 5-5-2010, SECURITY AGREEMENT DATED 5-5-2010, NTROL AGREEMENT DATED 2-17-2010

(Lender is for your internal use. Failure to list a separate security document does not mean the agreement will not secure this note.)

PURPOSE: The purpose of this loan is ESTABLISH CONSTRUCTION LOAN

SIGNATURES: I AGREE TO THE TERMS OF THIS NOTE (INCLUDING THOSE ON PAGE 2). I have received a copy on today's date.

SCENT LAND HOLDINGS, LLC

ROBERT PUCHALSKI, MANAGER

ature for Lender

TER LONG, VICE PRESIDENT

CONFIDENTIAL

TH CAROLINA - UNIVERSAL NOTE

©1984, 1991 Bankers Systems, Inc., St. Cloud, MN Form UN-SC 3/7/2002

CONSENT

The undersigned shareholder of South Carolina ENT, Allergy & Sleep Medicine, P.A. (the "Company") hereby adopts this consent as of the 3rd day of March:

WHEREAS, the undersigned Shareholder is the Managing Shareholder of the Company;

WHEREAS, in contemplation of another Shareholder possibly joining the Company, the Managing Shareholder proposed certain corporate governance changes to be discussed with Dr. Orville Dyce (the "Other Shareholder");

WHEREAS, since that time, instead of discussing these proposed changes in a constructive fashion, the Managing Shareholder believes that the Other Shareholder has acted against the best interests of the Company and has made it clear both personally and through counsel that he will make the operating of the Company more difficult in order to exert leverage regarding his personal negotiations with the Company;

WHEREAS, the Managing Shareholder is concerned about the damage that these actions will have on the Company;

WHEREAS, the Managing Shareholder believes that the Other Shareholder is also preventing the closing of the loan regarding the partially constructed building for the Company by SCENT Land Holdings, LLC (the "Landholding Company") in order to exert leverage regarding his personal negotiations with the Company;

WHEREAS, this has resulted in the filing of a mechanic's lien regarding the building and is damaging the Company's ability to obtain the building and is impacting the Company's reputation;

WHEREAS, the Managing Shareholder is becoming increasingly concerned that the actions of the Other Shareholder will damage the Company;

NOW, THEREFORE, BE IT RESOLVED, that in accordance with Section 3.3.2 of the Shareholders Agreement by and among the Company, the Managing Shareholder and the Other Shareholder and Section 2.3(c) of the Other Shareholder's Employment Agreement dated as of June 1, 2008, the Managing Shareholder hereby terminates the employment of the Other Shareholder without cause, with such termination being effective in sixty (60) days (i.e., May 2, 2010);

FURTHER RESOLVED, that this termination constitutes as the date hereof an Event of Departure as contemplated in Section 4.5 of the Shareholders Agreement;

FURTHER RESOLVED, that the Company, the Managing Shareholder and the Other Shareholder shall work closely together to ensure that the termination is as smooth as possible to all parties involved and to ensure that patient care is not impacted;

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FURTHER RESOLVED, the Company shall honor its obligations to the Other Shareholder to purchase his shares in accordance with the Shareholders Agreement and to otherwise honor its other obligations under the Shareholders Agreement;

FURTHER RESOLVED, that if the Other Shareholder would like to do so, the Company and the Managing Shareholder are willing to engage in mediation to discuss the details surrounding the termination or a possible rescission of this termination on mutually agreeable terms;

FURTHER RESOLVED, that the Managing Shareholder deeply regrets this decision as the Managing Shareholder greatly values his personal and professional relationship with the Other Shareholder but believes that this action is required for the best interests of the Company in light of the Other Shareholder's sudden and unusual behavior that the Managing Shareholder believes is damaging the Company and the Landholding Company.

IN WITNESS WHEREOF, the undersigned shareholder has executed this Consent as of the 3rd day of March, 2010.

By: _____
Dr. Robert Puchalski

Acknowledgement of Receipt

The undersigned hereby acknowledge receipt of this Consent as of the 3rd day of March, 2010.

_____
Witness

Theresa Williams

_____
Witness

Tammy Szymanski

_____
Witness

Kieley Taylor

Subscribed and sworn to me this
3rd day of Mar, 2010.

_____
Notary Public for South Carolina
My Commission Expires on 7-10-2013

-Doc# 6132564.1-

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DYCE/SCENT 114

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DEFENDANT'S EXHIBIT

Department of the Treasury — Internal Revenue Service

Form 1040 U.S. Individual Income Tax Return 2010

(99) IRS Use Only — Do not write or staple in this space.

OMB No. 1545-0074

For the year Jan 1 - Dec 31, 2010, or other tax year beginning , 2010, ending , 20

Name, Address, and SSN	Your first name: Rebecca	MI: N	Last name: Gunnlaugsson
	Your social security number: [redacted]		
	If a joint return, spouse's first name: Chad	MI: B	Last name: Gunnlaugsson
	Spouse's social security number: 388-80-0691		
See separate instructions.	Home address (number and street). If you have a P.O. box, see instructions. [redacted]		Apartment no.
	Make sure the SSN(s) above and on line 6c are correct.		
	City, town or post office. If you have a foreign address, see instructions. [redacted]		State ZIP code [redacted]
Presidential Election Campaign	Check here if you, or your spouse if filing jointly, want $3 to go to this fund?		☐ You ☐ Spouse
	Checking a box below will not change your tax or refund.		

Filing Status (Check only one box.)

1 ☐ Single
2 ☒ Married filing jointly (even if only one had income)
3 ☐ Married filing separately. Enter spouse's SSN above & full name here
4 ☐ Head of household (with qualifying person). (See instructions.) If the qualifying person is a child but not your dependent, enter this child's name here
5 ☐ Qualifying widow(er) with dependent child

Exemptions

6a ☒ Yourself. If someone can claim you as a dependent, do not check box 6a — Boxes checked on 6a and 6b: 2
b ☒ Spouse
c Dependents:

(1) First name / Last name	(2) Dependent's social security number	(3) Dependent's relationship to you	(4) ✓ if child under age 17 qualifying for child tax credit (see instrs)
Thomas B Gunnlaugsson	378-23-8911	Son	☒
Michael J Gunnlaugsson	368-27-9216	Son	☒
James A Gunnlaugsson	370-29-6357	Son	☒
			☐

No. of children on 6c who: lived with you: 3; did not live with you due to divorce or separation (see instrs): ; Dependents on 6c not entered above: ; Add numbers on lines above: 3

If more than four dependents, see instructions and check here ☐

d Total number of exemptions claimed: 5

Income

Attach Form(s) W-2 here. Also attach Forms W-2G and 1099-R if tax was withheld.

If you did not get a W-2, see instructions.

7	Wages, salaries, tips, etc. Attach Form(s) W-2	7	478,659.
8a	Taxable interest. Attach Schedule B if required	8a	227.
b	Tax-exempt interest. Do not include on line 8a (8b)		
9a	Ordinary dividends. Attach Schedule B if required	9a	2,447.
b	Qualified dividends (9b) 0.		
10	Taxable refunds, credits, or offsets of state and local income taxes	10	1,835.
11	Alimony received	11	
12	Business income or (loss). Attach Schedule C or C-EZ	12	-225,476.
13	Capital gain or (loss). Att Sch D if reqd. If not reqd, ck here ☒	13	286.
14	Other gains or (losses). Attach Form 4797	14	
15a	IRA distributions (15a) b Taxable amount	15b	
16a	Pensions and annuities (16a) b Taxable amount	16b	
17	Rental real estate, royalties, partnerships, S corporations, trusts, etc. Attach Schedule E	17	
18	Farm income or (loss). Attach Schedule F	18	
19	Unemployment compensation	19	
20a	Social security benefits (20a) b Taxable amount	20b	
21	Other income	21	
22	Combine the amounts in the far right column for lines 7 through 21. This is your total income	22	257,978.

Enclose, but do not attach, any payment. Also, please use Form 1040-V.

Adjusted Gross Income

23	Educator expenses	23	
24	Certain business expenses of reservists, performing artists, and fee-basis government officials. Attach Form 2106 or 2106-EZ	24	
25	Health savings account deduction. Attach Form 8889	25	
26	Moving expenses. Attach Form 3903	26	
27	One-half of self-employment tax. Attach Schedule SE	27	
28	Self-employed SEP, SIMPLE, and qualified plans	28	
29	Self-employed health insurance deduction	29	
30	Penalty on early withdrawal of savings	30	
31a	Alimony paid b Recipient's SSN	31a	
32	IRA deduction	32	
33	Student loan interest deduction	33	
34	Tuition and fees. Attach Form 8917	34	
35	Domestic production activities deduction. Attach Form 8903	35	
36	Add lines 23 - 31a and 32 - 35	36	
37	Subtract line 36 from line 22. This is your adjusted gross income	37	257,978.

- CONFIDENTIAL -

Tax and Credits	38	Amount from line 37 (adjusted gross income)		38	257,978.
	39a	Check if: ☐ You were born before January 2, 1946, ☐ Blind. ☐ Spouse was born before January 2, 1946, ☐ Blind. Total boxes checked ► 39a			
	b	If your spouse itemizes on a separate return, or you were a dual-status alien, check here ► 39b ☐			
	40	Itemized deductions (from Schedule A) or your standard deduction (see instructions)		40	66,786.
	41	Subtract line 40 from line 38		41	191,192.
	42	Exemptions. Multiply $3,650 by the number on line 6d		42	18,250.
	43	Taxable income. Subtract line 42 from line 41. If line 42 is more than line 41, enter -0-		43	172,942.
	44	Tax (see instrs). Check if any tax is from: a ☐ Form(s) 8814 b ☐ Form 4972		44	36,630.
	45	Alternative minimum tax (see instructions). Attach Form 6251		45	8,149.
	46	Add lines 44 and 45		46	44,779.
	47	Foreign tax credit. Attach Form 1116 if required	47 8.		
	48	Credit for child and dependent care expenses. Attach Form 2441	48 545.		
	49	Education credits from Form 8863, line 23	49		
	50	Retirement savings contributions credit. Attach Form 8880	50		
	51	Child tax credit (see instructions)	51		
	52	Residential energy credits. Attach Form 5695	52		
	53	Other crs from Form: a ☐ 3800 b ☐ 8801 c ☐	53		
	54	Add lines 47 through 53. These are your total credits		54	553.
	55	Subtract line 54 from line 46. If line 54 is more than line 46, enter -0-		55	44,226.
Other Taxes	56	Self-employment tax. Attach Schedule SE		56	
	57	Unreported social security and Medicare tax from Form: a ☐ 4137 b ☐ 8919		57	
	58	Additional tax on IRAs, other qualified retirement plans, etc. Attach Form 5329 if required		58	
	59a	☐ Form(s) W-2, box 9 b ☐ Schedule H c ☐ Form 5405, line 16		59	
	60	Add lines 55-59. This is your total tax		60	44,226.
Payments	61	Federal income tax withheld from Forms W-2 and 1099	61 108,489.		
If you have a qualifying child, attach Schedule EIC.	62	2010 estimated tax payments and amount applied from 2009 return	62		
	63	Making work pay credit. Attach Schedule M	63 0.		
	64a	Earned income credit (EIC)	64a		
	b	Nontaxable combat pay election ► 64b			
	65	Additional child tax credit. Attach Form 8812	65		
	66	American opportunity credit from Form 8863, line 14	66		
	67	First-time homebuyer credit from Form 5405, line 10	67		
	68	Amount paid with request for extension to file	68		
	69	Excess social security and tier 1 RRTA tax withheld	69		
	70	Credit for federal tax on fuels. Attach Form 4136	70		
	71	Credits from Form: a ☐ 2439 b ☐ 8839 c ☐ 8801 d ☐ 8885	71		
	72	Add lns 61-63, 64a, & 65-71. These are your total pmts		72	108,489.
Refund	73	If line 72 is more than line 60, subtract line 60 from line 72. This is the amount you overpaid		73	64,263.
	74a	Amount of line 73 you want refunded to you. If Form 8888 is attached, check here ► ☐		74a	64,263.
Direct deposit? See instructions.	b	► Routing number 063100277 ► c Type: ☒ Checking ☐ Savings			
	d	► Account number 005499983898			
	75	Amount of line 73 you want applied to your 2011 estimated tax ► 75			
Amount You Owe	76	Amount you owe. Subtract line 72 from line 60. For details on how to pay see instructions		76	
	77	Estimated tax penalty (see instructions) 77			

Third Party Designee

Do you want to allow another person to discuss this return with the IRS (see instructions)? ☐ Yes. Complete below. ☒ No

Designee's name ► Phone no. ► Personal identification number (PIN) ►

Sign Here

Joint return? See instructions.

Keep a copy for your records.

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Your signature	Date	Your occupation	Daytime phone number
		Researcher	
Spouse's signature. If a joint return, both must sign.	Date	Spouse's occupation	
		Physician	

Paid Preparer's Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN

Firm's name ► Self-Prepared

Firm's address ►

Firm's EIN ►

Phone no.

SCENT DEF Exhibit 70

- CONFIDENTIAL -

SCHEDULE A (Form 1040) — Itemized Deductions — OMB No. 1545-0074 — 2010

Department of the Treasury Internal Revenue Service (99) ▸ Attach to Form 1040. ▸ See Instructions for Schedule A (Form 1040). Attachment Sequence No. 07

Name(s) shown on Form 1040: Rebecca M & Chad B Gunnlaugsson — Your social security number: 539-40-2244

Medical and Dental Expenses		Caution. Do not include expenses reimbursed or paid by others.				
	1	Medical and dental expenses (see instructions)		1	5,072.	
	2	Enter amount from Form 1040, line 38	2 257,978.			
	3	Multiply line 2 by 7.5% (.075)		3	19,348.	
	4	Subtract line 3 from line 1. If line 3 is more than line 1, enter -0-				4 0.
Taxes You Paid	5	State and local (check only one box):				
	a	[X] Income taxes, or		5	31,366.	
	b	[ ] General sales taxes				
	6	Real estate taxes (see instructions)		6	8,525.	
	7	New motor vehicle taxes from line 11 of the worksheet on page 2 (for certain vehicles purchased in 2009). Skip this line if you checked box 5b		7		
	8	Other taxes. List type and amount ▸ Personal Property & Other taxes 1,591.		8	1,591.	
	9	Add lines 5 through 8				9 36,482.
Interest You Paid	10	Home mtg interest and points reported to you on Form 1098		10	21,633.	
	11	Home mortgage interest not reported to you on Form 1098. If paid to the person from whom you bought the home, see instructions and show that person's name, identifying number, and address ▸		11		
Note. Your mortgage interest deduction may be limited (see instrs).	12	Points not reported to you on Form 1098. See instrs for spcl rules		12	70.	
	13	Mortgage insurance premiums (see instructions)		13	0.	
	14	Investment interest. Attach Form 4952 if required. (See instrs)		14		
	15	Add lines 10 through 14				15 21,703.
Gifts to Charity	16	Gifts by cash or check. If you made any gift of $250 or more, see instrs		16	8,240.	
If you made a gift and got a benefit for it, see instructions.	17	Other than by cash or check. If any gift of $250 or more, see instructions. You must attach Form 8283 if over $500		17	361.	
	18	Carryover from prior year		18		
	19	Add lines 16 through 18				19 8,601.
Casualty and Theft Losses	20	Casualty or theft loss(es). Attach Form 4684. (See instructions.)				20
Job Expenses and Certain Miscellaneous Deductions	21	Unreimbursed employee expenses — job travel, union dues, job education, etc. Attach Form 2106 or 2106-EZ if required. (See instructions.) ▸		21		
	22	Tax preparation fees		22	0.	
	23	Other expenses — investment, safe deposit box, etc. List type and amount ▸		23		
	24	Add lines 21 through 23		24	0.	
	25	Enter amount from Form 1040, line 38	25 257,978.			
	26	Multiply line 25 by 2% (.02)		26	5,160.	
	27	Subtract line 26 from line 24. If line 26 is more than line 24, enter -0-				27 0.
Other Miscellaneous Deductions	28	Other — from list in instructions. List type and amount ▸				28
Total Itemized Deductions	29	Add the amounts in the far right column for lines 4 through 28. Also, enter this amount on Form 1040, line 40				29 66,786.
	30	If you elect to itemize deductions even though they are less than your standard deduction, check here ▸ [ ]				

4900

PL-00307

SCENT DEF Exhibit 70

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Worksheet for Line 7 – New motor vehicle taxes

Use this worksheet to figure the amount to enter on line 7.

(Attach to Form 1040.)

Before you begin:
- ✓ You cannot take this deduction if the amount on Form 1040, line 38, is equal to or greater than $135,000 ($260,000 if married filing jointly).
- ✓ See the instructions for line 7.

1 Enter the state and local sales and excise taxes you paid in 2010 for the purchase of any new motor vehicle(s) after February 16, 2009, and before January 1, 2010 (see instructions) 1

2 Enter the purchase price (*before* taxes) of the new motor vehicle(s) 2

3 Is the amount on line 2 more than $49,500?
- ☐ No. Enter the amount from line 1. 3
- ☐ Yes. Figure the portion of the tax from line 1 that is attributable to the first $49,500 of the purchase price of each new motor vehicle and enter it here (see instructions). 3

4 Enter the amount from Form 1040, line 38 4

5 Enter the total of any –
- Amounts from Form 2555, lines 45 and 50; Form 2555-EZ, line 18; and Form 4563, line 15, and
- Exclusion of income from Puerto Rico 5

6 Add lines 4 and 5 6

7 Enter $126,000 ($250,000 if married filing jointly) 7

8 Is the amount on line 6 more than the amount on line 7?
- ☐ No. Enter the amount from line 3 above on Schedule A, line 7. Do not complete the rest of this worksheet.
- ☐ Yes. Subtract line 7 from line 6 8

9 Divide the amount on line 8 by $10,000. Enter the result as a decimal (rounded to at least three places). If the result is 1.000 or more, enter 1.000 9

10 Multiply line 3 by line 9 10

11 Deduction for new motor vehicle taxes. Subtract line 10 from line 3. Enter the result here and on Schedule A, line 7 11

SCENT DEF Exhibit 70

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SCHEDULE B (Form 1040A or 1040)

Department of the Treasury Internal Revenue Service (99)

Interest and Ordinary Dividends

▶ Attach to Form 1040A or 1040. ▶ See instructions.

OMB No. 1545-0074

2010

Attachment Sequence No. 08

Name(s) shown on return

Rebecca M. & Chad B Gunnlaugsson

Your social security number

[redacted]

Part I Interest

(See instructions for Form 1040A, or Form 1040, line 8a.)

Note. If you received a Form 1099-INT, Form 1099-OID, or substitute statement from a brokerage firm, list the firm's name as the payer and enter the total interest shown on that form.

			Amount
1	List name of payer. If any interest is from a seller-financed mortgage and the buyer used the property as a personal residence, see the instructions and list this interest first. Also, show that buyer's social security number and address ▶		
	Bank of America	1	166.31
	Charles Schwab Bank	1	61.05
2	Add the amounts on line 1	2	227.36
3	Excludable interest on series EE and I U.S. savings bonds issued after 1989. Attach Form 8815	3	
4	Subtract line 3 from line 2. Enter the result here and on Form 1040A, or Form 1040, line 8a ▶	4	227.36

Note. If line 4 is over $1,500, you must complete Part III.

Part II Ordinary Dividends

(See instructions for Form 1040A, or Form 1040, line 9a.)

Note. If you received a Form 1099-DIV or substitute statement from a brokerage firm, list the firm's name as the payer and enter the ordinary dividends shown on that form.

			Amount
5	List name of payer ▶		
	Merrill Lynch	5	1,585.69
	Merrill Lynch	5	861.55
6	Add the amounts on line 5. Enter the total here and on Form 1040A, or Form 1040, line 9a ▶	6	2,447.24

Note. If line 6 is over $1,500, you must complete Part III.

Part III Foreign Accounts and Trusts

(See instructions.)

You must complete this part if you (a) had over $1,500 of taxable interest or ordinary dividends; (b) had a foreign account; or (c) received a distribution from, or were a grantor of, or a transferor to, a foreign trust.

		Yes	No
7a	At any time during 2010, did you have an interest in or a signature or other authority over a financial account in a foreign country, such as a bank account, securities account, or other financial account? See instructions for exceptions and filing requirements for Form TD F 90-22.1		X
b	If 'Yes,' enter the name of the foreign country ▶		
8	During 2010, did you receive a distribution from, or were you the grantor of, or transferor to, a foreign trust? If 'Yes,' you may have to file Form 3520. See instructions		X

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SCHEDULE C (Form 1040)

Department of the Treasury Internal Revenue Service (99)

Profit or Loss From Business
(Sole Proprietorship)

▸ Partnerships, joint ventures, etc, generally must file Form 1065 or 1065-B.
▸ Attach to Form 1040, 1040NR, or 1041. ▸ See instructions for Schedule C (Form 1040).

OMB No. 1545-0074

2010

Attachment Sequence No. 09

Name of proprietor	Social security number (SSN)
Chad B Gunnlaugsson	[redacted]-00-0691

A Principal business or profession, including product or service (see instructions): Physician On Call Services

B Enter code from instructions: ▸ 621111

C Business name. If no separate business name, leave blank.

D Employer ID number (EIN), if any: 26-1075387

E Business address (including suite or room no.) ▸ [redacted]

City, town or post office, state, and ZIP code [redacted]

F Accounting method: (1) [X] Cash (2) [ ] Accrual (3) [ ] Other (specify) ▸

G Did you 'materially participate' in the operation of this business during 2010? If 'No,' see instructions for limit on losses . [X] Yes [ ] No

H If you started or acquired this business during 2010, check here ▸ [ ]

Part I Income

1	Gross receipts or sales. Caution. See instructions and check the box if: • This income was reported to you on Form W-2 and the 'Statutory employee' box on that form was checked, or • You are a member of a qualified joint venture reporting only rental real estate income not subject to self-employment tax. Also see instructions for limit on losses ▸ [ ]	1	40,500.
2	Returns and allowances	2	
3	Subtract line 2 from line 1	3	40,500.
4	Cost of goods sold (from line 42 on page 2)	4	
5	Gross profit. Subtract line 4 from line 3	5	40,500.
6	Other income, including federal and state gasoline or fuel tax credit or refund (see instructions)	6	
7	Gross income. Add lines 5 and 6 ▸	7	40,500.

Part II Expenses. Enter expenses for business use of your home only on line 30.

8	Advertising	8	18	Office expense	18	
9	Car and truck expenses (see instructions)	9	19	Pension and profit-sharing plans	19	
10	Commissions and fees	10	20	Rent or lease (see instructions):		
11	Contract labor (see instructions)	11		a Vehicles, machinery, and equipment	20a	
12	Depletion	12		b Other business property	20b	
13	Depreciation and section 179 expense deduction (not included in Part III) (see instructions)	13	21	Repairs and maintenance	21	
14	Employee benefit programs (other than on line 19)	14	22	Supplies (not included in Part III)	22	
15	Insurance (other than health)	15	23	Taxes and licenses	23	
16	Interest:		24	Travel, meals, and entertainment:		
	a Mortgage (paid to banks, etc)	16a		a Travel	24a	
	b Other	16b		b Deductible meals and entertainment (see instructions)	24b	
17	Legal & professional services	17	25	Utilities	25	
			26	Wages (less employment credits)	26	
			27	Other expenses (from line 48 on page 2)	27	0.

28	Total expenses before expenses for business use of home. Add lines 8 through 27 ▸	28	0.
29	Tentative profit or (loss). Subtract line 28 from line 7	29	40,500.
30	Expenses for business use of your home. Attach Form 8829	30	
31	Net profit or (loss). Subtract line 30 from line 29. • If a profit, enter on both Form 1040, line 12, and Schedule SE, line 2 or on Form 1040NR, line 13 (if you checked the box on line 1, see instructions). Estates and trusts, enter on Form 1041, line 3. • If a loss, you must go to line 32.	31	40,500.

32 If you have a loss, check the box that describes your investment in this activity (see instructions).

• If you checked 32a, enter the loss on both Form 1040, line 12, and Schedule SE, line 2, or on Form 1040NR, line 13 (if you checked the box on line 1, see the line 31 instructions). Estates and trusts, enter on Form 1041, line 3.

32a [ ] All investment is at risk.

• If you checked 32b, you must attach Form 6198. Your loss may be limited.

32b [ ] Some investment is not at risk.

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Part III Cost of Goods Sold (see instructions)

33 Method(s) used to value closing inventory: a ☐ Cost b ☐ Lower of cost or market c ☐ Other (attach explanation)

34 Was there any change in determining quantities, costs, or valuations between opening and closing inventory? If "Yes," attach explanation ☐ Yes ☐ No

35 Inventory at beginning of year. If different from last year's closing inventory, attach explanation	35	
36 Purchases less cost of items withdrawn for personal use	36	
37 Cost of labor. Do not include any amounts paid to yourself	37	
38 Materials and supplies	38	
39 Other costs	39	
40 Add lines 35 through 39	40	
41 Inventory at end of year	41	
42 Cost of goods sold. Subtract line 41 from line 40. Enter the result here and on page 1, line 4	42	

Part IV Information on Your Vehicle. Complete this part only if you are claiming car or truck expenses on line 9 and are not required to file Form 4562 for this business. See the instructions for line 13 to find out if you must file Form 4562.

43 When did you place your vehicle in service for business purposes? (month, day, year) ▶ _____

44 Of the total number of miles you drove your vehicle during 2010, enter the number of miles you used your vehicle for:
a Business _____ b Commuting (see instructions) _____ c Other _____

45 Was your vehicle available for personal use during off-duty hours? ☐ Yes ☐ No

46 Do you (or your spouse) have another vehicle available for personal use? ☐ Yes ☐ No

47a Do you have evidence to support your deduction? ☐ Yes ☐ No

b If "Yes," is the evidence written? ☐ Yes ☐ No

Part V Other Expenses. List below business expenses not included on lines 8-26 or line 30.

Nominee Income reported by South Carolina ENT (ID-20-2229599)	0.
48 Total other expenses. Enter here and on page 1, line 27 48	0.

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SCHEDULE C (Form 1040)

Department of the Treasury Internal Revenue Service (99)

Profit or Loss From Business (Sole Proprietorship)

► Partnerships, joint ventures, etc, generally must file Form 1065 or 1065-B.
► Attach to Form 1040, 1040NR, or 1041. ► See Instructions for Schedule C (Form 1040).

OMB No. 1545-0074

2010

Attachment Sequence No. 09

Name of proprietor: Chad B Gunnlaugsson

Social security number (SSN): [redacted]

A Principal business or profession, including product or service (see instructions): Offices of Physicians

B Enter code from instructions: ► 621111

C Business name. If no separate business name, leave blank: Southeastern Ear Nose Throat Allergy and Sleep Disorders Institute

D Employer ID number (EIN), if any: 27-2374754

E Business address (including suite or room no.) ► [redacted] Suite 120

City, town or post office, state, and ZIP code [redacted]

F Accounting method: (1) [X] Cash (2) [ ] Accrual (3) [ ] Other (specify) ►

G Did you 'materially participate' in the operation of this business during 2010? If 'No,' see instructions for limit on losses . [X] Yes [ ] No

H If you started or acquired this business during 2010, check here ► [X]

Part I Income

1	Gross receipts or sales. **Caution.** See instructions and check the box if: • This income was reported to you on Form W-2 and the 'Statutory employee' box on that form was checked, or • You are a member of a qualified joint venture reporting only rental real estate income not subject to self-employment tax. Also see instructions for limit on losses ► [ ]	1	516,572.
2	Returns and allowances	2	4,561.
3	Subtract line 2 from line 1	3	512,011.
4	Cost of goods sold (from line 42 on page 2)	4	20,508.
5	Gross profit. Subtract line 4 from line 3	5	491,503.
6	Other income, including federal and state gasoline or fuel tax credit or refund (see instructions)	6	
7	Gross income. Add lines 5 and 6 ►	7	491,503.

Part II Expenses. Enter expenses for business use of your home only on line 30.

8	Advertising	8	26,786.	18 Office expense	18	
9	Car and truck expenses (see instructions)	9		19 Pension and profit-sharing plans	19	
10	Commissions and fees	10		20 Rent or lease (see instructions):		
11	Contract labor (see instructions)	11		a Vehicles, machinery, and equipment	20a	2,430.
12	Depletion	12		b Other business property	20b	38,127.
13	Depreciation and section 179 expense deduction (not included in Part III) (see instructions)	13	272,950.	21 Repairs and maintenance	21	1,283.
14	Employee benefit programs (other than on line 19)	14	10,664.	22 Supplies (not included in Part III)	22	62,901.
15	Insurance (other than health)	15	28,795.	23 Taxes and licenses	23	14,931.
16	Interest:			24 Travel, meals, and entertainment:		
	a Mortgage (paid to banks, etc)	16a		a Travel	24a	3,487.
	b Other	16b	12,905.	b Deductible meals and entertainment (see instructions)	24b	1,990.
17	Legal & professional services	17	112,773.	25 Utilities	25	16,084.
				26 Wages (less employment credits)	26	132,708.
				27 Other expenses (from line 48 on page 2)	27	18,665.
28	Total expenses before expenses for business use of home. Add lines 8 through 27 ►				28	757,479.
29	Tentative profit or (loss). Subtract line 28 from line 7				29	-265,976.
30	Expenses for business use of your home. Attach Form 8829				30	
31	Net profit or (loss). Subtract line 30 from line 29. • If a profit, enter on both Form 1040, line 12, and Schedule SE, line 2 or on Form 1040NR, line 13 (if you checked the box on line 1, see instructions). Estates and trusts, enter on Form 1041, line 3. • If a loss, you must go to line 32.				31	-265,976.

32 If you have a loss, check the box that describes your investment in this activity (see instructions).

• If you checked 32a, enter the loss on both Form 1040, line 12, and Schedule SE, line 2, or on Form 1040NR, line 13 (if you checked the box on line 1, see the line 31 instructions). Estates and trusts, enter on Form 1041, line 3.

32a [X] All investment is at risk.

• If you checked 32b, you must attach Form 6198. Your loss may be limited.

32b [ ] Some investment is not at risk.

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Schedule C (Form 1040) 2010 Chad B Gunnlaugsson [redacted] Page 2

Part III Cost of Goods Sold (see instructions)

33 Method(s) used to value closing inventory: a [X] Cost b [ ] Lower of cost or market c [ ] Other (attach explanation)

34 Was there any change in determining quantities, costs, or valuations between opening and closing inventory? If 'Yes,' attach explanation . . . [ ] Yes [X] No

35	Inventory at beginning of year. If different from last year's closing inventory, attach explanation	35	0.
36	Purchases less cost of items withdrawn for personal use	36	20,508.
37	Cost of labor. Do not include any amounts paid to yourself	37	
38	Materials and supplies	38	
39	Other costs	39	
40	Add lines 35 through 39	40	20,508.
41	Inventory at end of year	41	0.
42	Cost of goods sold. Subtract line 41 from line 40. Enter the result here and on page 1, line 4	42	20,508.

Part IV Information on Your Vehicle. Complete this part only if you are claiming car or truck expenses on line 9 and are not required to file Form 4562 for this business. See the instructions for line 13 to find out if you must file Form 4562.

43 When did you place your vehicle in service for business purposes? (month, day, year)

44 Of the total number of miles you drove your vehicle during 2010, enter the number of miles you used your vehicle for:
a Business b Commuting (see instructions) c Other

45 Was your vehicle available for personal use during off-duty hours? [ ] Yes [ ] No

46 Do you (or your spouse) have another vehicle available for personal use? [ ] Yes [ ] No

47a Do you have evidence to support your deduction? [ ] Yes [ ] No

b If 'Yes,' is the evidence written? [ ] Yes [ ] No

Part V Other Expenses. List below business expenses not included on lines 8-26 or line 30.

Merchanting & Bank Service Charges	2,838.
Reference Materials	341.
Postage, Copying, Misc	3,776.
Continuing Education	3,005.
Medical eOperation Services	3,030.
Payroll & HR Administration Fees	5,245.
TimeTracking Fees	430.
48 Total other expenses. Enter here and on page 1, line 27	18,665.

Schedule C (Form 1040) 2010

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Form **2441**

Department of the Treasury
Internal Revenue Service (99)

Child and Dependent Care Expenses

► Attach to Form 1040, Form 1040A, or Form 1040NR.
► See separate instructions.

OMB No. 1545-0074

2010

Attachment Sequence No. 21

Name(s) shown on return: Rebecca M & Chad B Gunnlaugsson

Your social security number: [redacted]-2244

Part I Persons or Organizations Who Provided the Care — You must complete this part.
(If you have more than two care providers, see the instructions.)

1 (a) Care provider's name	(b) Address (no., street, apt no., city, state, and ZIP code)	(c) Identifying no. (SSN or EIN)	(d) Amount paid (see instructions)
Hammond School Extended Day	[redacted]	[redacted]	2,722.50

Did you receive dependent care benefits?
- No ► Complete only Part II below.
- Yes ► Complete Part III on page 2 next.

Caution. If the care was provided in your home, you may owe employment taxes. If you do, you cannot file Form 1040A. For details, see the instructions for Form 1040, line 59, or Form 1040NR, line 58.

Part II Credit for Child and Dependent Care Expenses

2 Information about your qualifying person(s). If you have more than two qualifying persons, see the instructions.

(a) Qualifying person's name First	Last	(b) Qualifying person's social security number	(c) Qualified expenses you incurred and paid in 2010 for the person listed in column (a)
Thomas	Gunnlaugsson	378-23-8911	650.
See Additional Qualifying Person(s)			2,073.

3	Add the amounts in column (c) of line 2. Do not enter more than $3,000 for one qualifying person or $6,000 for two or more persons. If you completed Part III, enter the amount from line 31		3	2,723.
4	Enter your earned income. See instructions		4	49,888.
5	If married filing jointly, enter your spouse's earned income (if your spouse was a student or was disabled, see the instructions); all others, enter the amount from line 4		5	203,295.
6	Enter the smallest of line 3, 4, or 5		6	2,723.
7	Enter the amount from Form 1040, line 38; Form 1040A, line 22; or Form 1040NR, line 37	257,978.		

8 Enter on line 8 the decimal amount shown below that applies to the amount on line 7

If line 7 is: Over	But not over	Decimal amount is	If line 7 is: Over	But not over	Decimal amount is
$0	15,000	.35	$29,000	31,000	.27
15,000	17,000	.34	31,000	33,000	.26
17,000	19,000	.33	33,000	35,000	.25
19,000	21,000	.32	35,000	37,000	.24
21,000	23,000	.31	37,000	39,000	.23
23,000	25,000	.30	39,000	41,000	.22
25,000	27,000	.29	41,000	43,000	.21
27,000	29,000	.28	43,000	No limit	.20

8			8	X 0.20
9	Multiply line 6 by the decimal amount on line 8. If you paid 2009 expenses in 2010, see the instructions		9	545.
10	Tax liability limit. Enter the amount from the Credit Limit Worksheet in the instructions	44,771.		
11	Credit for child and dependent care expenses. Enter the smaller of line 9 or line 10 here and on Form 1040, line 48; Form 1040A, line 29; or Form 1040NR, line 46		11	545.

BAA For Paperwork Reduction Act Notice, see your tax return instructions. Form 2441 (2010)

4907

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Part III Dependent Care Benefits

12	Enter the total amount of dependent care benefits you received in 2010. Amounts you received as an employee should be shown in box 10 of your Form(s) W-2. Do not include amounts reported as wages in box 1 of Form(s) W-2. If you were self-employed or a partner, include amounts you received under a dependent care assistance program from your sole proprietorship or partnership		12
13	Enter the amount, if any, you carried over from 2009 and used in 2010 during the grace period. See instructions		13
14	Enter the amount, if any, you forfeited or carried forward to 2011. See instructions		14
15	Combine lines 12 through 14. See instructions		15
16	Enter the total amount of qualified expenses incurred in 2010 for the care of the qualifying person(s)	16	
17	Enter the smaller of line 15 or 16	17	
18	Enter your earned income. See instructions	18	
19	Enter the amount shown below that applies to you. • If married filing jointly, enter your spouse's earned income (if your spouse was a student or was disabled, see the instructions for line 5). • If married filing separately, see the instructions. • All others, enter the amount from line 18.	19	
20	Enter the smallest of line 17, 18, or 19	20	
21	Enter $5,000 ($2,500 if married filing separately and you were required to enter your spouse's earned income on line 19)	21	
22	Is any amount on line 12 from your sole proprietorship or partnership? (Form 1040A filers go to line 26.) ☐ No. Enter -0-. ☐ Yes. Enter the amount here		22
23	Subtract line 22 from line 15	23	
24	Deductible benefits. Enter the smallest of line 20, 21, or 22. Also, include this amount on the appropriate line(s) of your return. See instructions		24
25	Excluded benefits. Form 1040 and 1040NR filers: If you checked 'No' on line 22, enter the smaller of line 20 or line 21. Otherwise, subtract line 24 from the smaller of line 20 or line 21. If zero or less, enter -0-. Form 1040A filers: Enter the smaller of line 20 or line 21		25
26	Taxable benefits. Form 1040 and 1040NR filers: Subtract line 25 from line 23. If zero or less, enter -0-. Also, include this amount on Form 1040, line 7; or Form 1040NR, line 8. On the dotted line next to Form 1040, line 7; or Form 1040NR, line 8, enter 'DCB.' Form 1040A filers: Subtract line 25 from line 15. Also, include this amount on Form 1040A, line 7. In the space to the left of line 7, enter 'DCB'		26

To claim the child and dependent care credit, complete lines 27 through 31 below.

27	Enter $3,000 ($6,000 if two or more qualifying persons)		27
28	Form 1040 and 1040NR filers: Add lines 24 and 25. Form 1040A filers: Enter the amount from line 25		28
29	Subtract line 28 from line 27. If zero or less, stop. You cannot take the credit. Exception. If you paid 2009 expenses in 2010, see the instructions for line 9		29
30	Complete line 2 on page 1 of this form. Do not include in column (c) any benefits shown on line 28 above. Then, add the amounts in column (c) and enter the total here		30
31	Enter the smaller of line 29 or 30. Also, enter this amount on line 3 on page 1 of this form and complete lines 4 through 11		31

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Form **6251**

Department of the Treasury
Internal Revenue Service (99)

Alternative Minimum Tax — Individuals

► See separate instructions.
► Attach to Form 1040 or Form 1040NR.

OMB No. 1545-0074

2010

Attachment Sequence No. 32

Name(s) shown on Form 1040 or Form 1040NR

Rebecca M & Chad B Gunnlaugsson

Your social security number

[redacted]2244

Part I Alternative Minimum Taxable Income (See instructions for how to complete each line.)

1	If filing Schedule A (Form 1040), enter the amount from Form 1040, line 41 and go to line 2. Otherwise, enter the amount from Form 1040, line 38 and go to line 6. (If less than zero, enter as a negative amount.)	1	191,192.
2	Medical and dental. Enter the smaller of Schedule A (Form 1040), line 4 or 2.5% (.025) of Form 1040, line 38. If zero or less, enter -0-	2	0.
3	Taxes from Schedule A (Form 1040), lines 5, 6, and 8	3	36,482.
4	Enter the home mortgage interest adjustment, if any, from line 6 of the worksheet in the instructions	4	
5	Miscellaneous deductions from Schedule A (Form 1040), line 27	5	0.
6	If filing Schedule L (Form 1040A or 1040), enter as a negative amount the sum of lines 6 and 17 from that schedule	6	
7	Tax refund from Form 1040, line 10 or line 21	7	-1,835.
8	Investment interest expense (difference between regular tax and AMT)	8	
9	Depletion (difference between regular tax and AMT)	9	
10	Net operating loss deduction from Form 1040, line 21. Enter as a positive amount	10	
11	Alternative tax net operating loss deduction	11	0.
12	Interest from specified private activity bonds exempt from the regular tax	12	
13	Qualified small business stock (7% of gain excluded under section 1202)	13	
14	Exercise of incentive stock options (excess of AMT income over regular tax income)	14	
15	Estates and trusts (amount from Schedule K-1 (Form 1041), box 12, code A)	15	
16	Electing large partnerships (amount from Schedule K-1 (Form 1065-B), box 6)	16	
17	Disposition of property (difference between AMT and regular tax gain or loss)	17	0.
18	Depreciation on assets placed in service after 1986 (difference between regular tax and AMT)	18	0.
19	Passive activities (difference between AMT and regular tax income or loss)	19	
20	Loss limitations (difference between AMT and regular tax income or loss)	20	
21	Circulation costs (difference between regular tax and AMT)	21	
22	Long-term contracts (difference between AMT and regular tax income)	22	
23	Mining costs (difference between regular tax and AMT)	23	
24	Research and experimental costs (difference between regular tax and AMT)	24	
25	Income from certain installment sales before January 1, 1987	25	
26	Intangible drilling costs preference	26	
27	Other adjustments, including income-based related adjustments	27	
28	Alternative minimum taxable income. Combine lines 1 through 27. (If married filing separately and line 28 is more than $219,900, see instructions.)	28	225,039.

Part II Alternative Minimum Tax (AMT)

29. Exemption. (If you were under age 24 at the end of 2010, see instructions.)

IF your filing status is ...	AND line 28 is not over ...	THEN enter on line 29 ...
Single or head of household	$112,500	$47,450
Married filing jointly or qualifying widow(er)	150,000	72,450
Married filing separately	75,000	36,225

29 53,490.

If line 28 is over the amount shown above for your filing status, see instructions.

30	Subtract line 29 from line 28. If more than zero, go to line 31. If zero or less, enter -0- here and on lines 33 and 35 and skip the rest of Part II.	30	172,349.
31	• If you are filing Form 2555 or 2555-EZ, see instructions for the amount to enter. • If you reported capital gain distributions directly on Form 1040, line 13; you reported qualified dividends on Form 1040, line 9b; or you had a gain on both lines 15 and 16 of Schedule D (Form 1040) (as refigured for the AMT, if necessary), complete Part III on page 2 and enter the amount from line 54 here. • All others: If line 30 is $175,000 or less ($87,500 or less if married filing separately), multiply line 30 by 26% (.26). Otherwise, multiply line 30 by 28% (.28) and subtract $3,500 ($1,750 if married filing separately) from the result.	31	44,779.
32	Alternative minimum tax foreign tax credit (see instructions)	32	8.
33	Tentative minimum tax. Subtract line 32 from line 31	33	44,771.
34	Tax from Form 1040, line 44 (minus any tax from Form 4972 and any foreign tax credit from Form 1040, line 47). If you used Schedule J to figure your tax, the amount from line 44 of Form 1040 must be refigured without using Schedule J (see instructions)	34	36,622.
35	AMT. Subtract line 34 from line 33. If zero or less, enter -0-. Enter here and on Form 1040, line 45	35	8,149.

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Part III Tax Computation Using Maximum Capital Gains Rates

36	Enter the amount from Form 6251, line 30. If you are filing Form 2555 or 2555-EZ, enter the amount from line 3 of the worksheet in the instructions		36	172,349.
37	Enter the amount from line 6 of the Qualified Dividends and Capital Gain Tax Worksheet in the instructions for Form 1040, line 44, or the amount from line 13 of the Schedule D Tax Worksheet in the instructions for Schedule D (Form 1040), whichever applies (as refigured for the AMT, if necessary) (see instructions). If you are filing Form 2555 or 2555-EZ, see the instructions for the amount to enter	37 286.		
38	Enter the amount from Schedule D (Form 1040), line 19 (as refigured for the AMT, if necessary) (see instructions). If you are filing Form 2555 or 2555-EZ, see the instructions for the amount to enter	38		
39	If you did not complete a Schedule D Tax Worksheet for the regular tax or the AMT, enter the amount from line 37. Otherwise, add lines 37 and 38, and enter the smaller of that result or the amount from line 10 of the Schedule D Tax Worksheet (as refigured for the AMT, if necessary). If you are filing Form 2555 or 2555-EZ, see the instructions for the amount to enter	39 286.		
40	Enter the smaller of line 36 or line 39		40	286.
41	Subtract line 40 from line 36		41	172,063.
42	If line 41 is $175,000 or less ($87,500 or less if married filing separately), multiply line 41 by 26% (.26). Otherwise, multiply line 41 by 28% (.28) and subtract $3,500 ($1,750 if married filing separately) from the result		42	44,736.
43	Enter: • $68,000 if married filing jointly or qualifying widow(er), • $34,000 if single or married filing separately, or • $45,550 if head of household.	43 68,000.		
44	Enter the amount from line 7 of the Qualified Dividends and Capital Gain Tax Worksheet in the instructions for Form 1040, line 44, or the amount from line 14 of the Schedule D Tax Worksheet in the instructions for Schedule D (Form 1040), whichever applies (as figured for the regular tax). If you did not complete either worksheet for the regular tax, enter -0-	44 172,656.		
45	Subtract line 44 from line 43. If zero or less, enter -0-	45 0.		
46	Enter the smaller of line 36 or line 37	46 286.		
47	Enter the smaller of line 45 or line 46	47 0.		
48	Subtract line 47 from line 46	48 286.		
49	Multiply line 48 by 15% (.15)		49	43.
	If line 38 is zero or blank, skip lines 50 and 51 and go to line 52. Otherwise, go to line 50.			
50	Subtract line 46 from line 40	50		
51	Multiply line 50 by 25% (.25)		51	
52	Add lines 42, 49, and 51		52	44,779.
53	If line 36 is $175,000 or less ($87,500 or less if married filing separately), multiply line 36 by 26% (.26). Otherwise, multiply line 36 by 28% (.28) and subtract $3,500 ($1,750 if married filing separately) from the result		53	44,811.
54	Enter the smaller of line 52 or line 53 here and on line 31. If you are filing Form 2555 or 2555-EZ, do not enter this amount on line 31. Instead, enter it on line 4 of the worksheet in the instructions		54	44,779.

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Form **4562**

Department of the Treasury Internal Revenue Service (99)

Depreciation and Amortization (Including Information on Listed Property)

► See separate instructions. ► Attach to your tax return.

OMB No. 1545-0172

2010

Attachment Sequence No. 67

Name(s) shown on return: Rebecca M & Chad B Gunnlaugsson

Identifying number: [redacted]

Business or activity to which this form relates: Sch C: Offices of Physicians

Part I Election To Expense Certain Property Under Section 179

Note: If you have any listed property, complete Part V before you complete Part I.

1	Maximum amount (see instructions)	1	500,000.
2	Total cost of section 179 property placed in service (see instructions)	2	284,994.
3	Threshold cost of section 179 property before reduction in limitation (see instructions)	3	2,000,000.
4	Reduction in limitation. Subtract line 3 from line 2. If zero or less, enter -0-	4	0.
5	Dollar limitation for tax year. Subtract line 4 from line 1. If zero or less, enter -0-. If married filing separately, see instructions	5	500,000.

6 (a) Description of property	(b) Cost (business use only)	(c) Elected cost
Lumines Lightsheer Hair Laser	100,000.	100,000.
See Additional Section 179 Property Statement		168,975.

7	Listed property. Enter the amount from line 29	7	
8	Total elected cost of section 179 property. Add amounts in column (c), lines 6 and 7	8	268,975.
9	Tentative deduction. Enter the smaller of line 5 or line 8	9	268,975.
10	Carryover of disallowed deduction from line 13 of your 2009 Form 4562	10	
11	Business income limitation. Enter the smaller of business income (not less than zero) or line 5 (see instrs)	11	500,000.
12	Section 179 expense deduction. Add lines 9 and 10, but do not enter more than line 11	12	268,975.
13	Carryover of disallowed deduction to 2011. Add lines 9 and 10, less line 12 ►	13	0.

Note: *Do not use Part II or Part III below for listed property. Instead, use Part V.*

Part II Special Depreciation Allowance and Other Depreciation (Do not include listed property.) (See instructions.)

14	Special depreciation allowance for qualified property (other than listed property) placed in service during the tax year (see instructions)	14	0.
15	Property subject to section 168(f)(1) election	15	
16	Other depreciation (including ACRS)	16	3,648.

Part III MACRS Depreciation (Do not include listed property.) (See instructions.)

Section A

17	MACRS deductions for assets placed in service in tax years beginning before 2010	17	
18	If you are electing to group any assets placed in service during the tax year into one or more general asset accounts, check here ► ☐		

Section B — Assets Placed in Service During 2010 Tax Year Using the General Depreciation System

(a) Classification of property	(b) Month and year placed in service	(c) Basis for depreciation (business/investment use only — see instructions)	(d) Recovery period	(e) Convention	(f) Method	(g) Depreciation deduction
19a 3-year property						
b 5-year property						
c 7-year property						
d 10-year property						
e 15-year property		9,802.	15.0 yrs	HY	S/L	327.
f 20-year property						
g 25-year property			25 yrs		S/L	
h Residential rental property			27.5 yrs	MM	S/L	
			27.5 yrs	MM	S/L	
i Nonresidential real property			39 yrs	MM	S/L	
				MM	S/L	

Section C — Assets Placed in Service During 2010 Tax Year Using the Alternative Depreciation System

20a Class life					S/L	
b 12-year			12 yrs		S/L	
c 40-year			40 yrs	MM	S/L	

Part IV Summary (See instructions.)

21	Listed property. Enter amount from line 28	21	
22	Total. Add amounts from line 12, lines 14 through 17, lines 19 and 20 in column (g), and line 21. Enter here and on the appropriate lines of your return. Partnerships and S corporations — see instructions	22	272,950.
23	For assets shown above and placed in service during the current year, enter the portion of the basis attributable to section 263A costs	23	

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Part V Listed Property (Include automobiles, certain other vehicles, certain computers, and property used for entertainment, recreation, or amusement.)

Note: For any vehicle for which you are using the standard mileage rate or deducting lease expense, complete only 24a, 24b, columns (a) through (c) of Section A, all of Section B, and Section C if applicable.

Section A – Depreciation and Other Information (Caution: See the instructions for limits for passenger automobiles.)

24a Do you have evidence to support the business/investment use claimed? ☐ Yes ☐ No 24b If 'Yes,' is the evidence written? ☐ Yes ☐ No

(a) Type of property (list vehicles first)	(b) Date placed in service	(c) Business/ investment use percentage	(d) Cost or other basis	(e) Basis for depreciation (business/investment use only)	(f) Recovery period	(g) Method/ Convention	(h) Depreciation deduction	(i) Elected section 179 cost
25 Special depreciation allowance for qualified listed property placed in service during the tax year and used more than 50% in a qualified business use (see instructions)						25		
26 Property used more than 50% in a qualified business use:								
27 Property used 50% or less in a qualified business use:								
28 Add amounts in column (h), lines 25 through 27. Enter here and on line 21, page 1						28		
29 Add amounts in column (i), line 26. Enter here and on line 7, page 1								29

Section B – Information on Use of Vehicles

Complete this section for vehicles used by a sole proprietor, partner, or other 'more than 5% owner,' or related person. If you provided vehicles to your employees, first answer the questions in Section C to see if you meet an exception to completing this section for those vehicles.

	(a) Vehicle 1		(b) Vehicle 2		(c) Vehicle 3		(d) Vehicle 4		(e) Vehicle 5		(f) Vehicle 6	
30 Total business/investment miles driven during the year (do not include commuting miles)												
31 Total commuting miles driven during the year												
32 Total other personal (noncommuting) miles driven												
33 Total miles driven during the year. Add lines 30 through 32												
	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
34 Was the vehicle available for personal use during off-duty hours?												
35 Was the vehicle used primarily by a more than 5% owner or related person?												
36 Is another vehicle available for personal use?												

Section C – Questions for Employers Who Provide Vehicles for Use by Their Employees

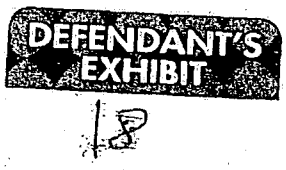
Answer these questions to determine if you meet an exception to completing Section B for vehicles used by employees who are not more than 5% owners or related persons (see instructions).

	Yes	No
37 Do you maintain a written policy statement that prohibits all personal use of vehicles, including commuting, by your employees?		
38 Do you maintain a written policy statement that prohibits personal use of vehicles, except commuting, by your employees? See the instructions for vehicles used by corporate officers, directors, or 1% or more owners		
39 Do you treat all use of vehicles by employees as personal use?		
40 Do you provide more than five vehicles to your employees, obtain information from your employees about the use of the vehicles, and retain the information received?		
41 Do you meet the requirements concerning qualified automobile demonstration use? (See instructions.)		

Note: If your answer to 37, 38, 39, 40, or 41 is 'Yes,' do not complete Section B for the covered vehicles.

Part VI Amortization

(a) Description of costs	(b) Date amortization begins	(c) Amortizable amount	(d) Code section	(e) Amortization period or percentage	(f) Amortization for this year
42 Amortization of costs that begins during your 2010 tax year (see instructions):					
43 Amortization of costs that began before your 2010 tax year				43	
44 Total. Add amounts in column (f). See the instructions for where to report				44	



State of South Carolina	)	
	)	C. A. No. _____
County of Richland, Court of Common Pleas	)	
Chad Gunnlaugsson,	)	
	)	
Plaintiff,	)	
	)	
v.	)	
	)	
South Carolina ENT, Allergy and Sleep Medicine	)	AFFIDAVIT
PA and Dr. Robert Puchalski (in his capacity as officer or agent of South Carolina ENT, Allergy and Sleep Medicine PA)	)	
	)	
Defendants.	)	

I declare under penalty of perjury that the foregoing is true and correct.

1. My name is Dr. Orville Dyce and (prior to the admission, as shareholder, of Dr. Gunnlaugsson) am a 50% shareholder of South Carolina ENT, Allergy and Sleep Medicine PA (SCENT)).

2. Prior to the admission of Dr. Gunnlaugsson, the other 50% of shares in SCENT were held by Dr. Robert Puchalski.

3. Following the admission of Dr. Gunnlaugsson, we (myself, Dr. Puchalski and Dr. Gunnlaugsson) should each hold 33.3% of the shares of SCENT.

4. Dr. Gunnlaugsson has completed all payments and actions necessary to receive his shares and should be, in fact, a shareholder of SCENT. This understanding is based on my access to records of SCENT, my knowledge of the payments for shares made by Dr. Gunnlaugsson and my knowledge that SCENT contractually agreed to issue shares to Dr. Gunnlaugsson and that Dr. Gunnlaugsson has fully performed his part of that agreement.

5. Dr. Pulchalski is the President of SCENT and has exercised most managerial control. I have heard him state that Dr. Gunnlaugsson has completed his obligations for his shares and is entitled to receive them.

6. Dr. Pulchalski is blocking Dr. Gunnlaugsson's receipt of his shares because Dr. Pulchalski is attempting to force acceptance of a new shareholders agreement. The new shareholder agreement gives Dr. Pulchalski significant new rights, gives him additional control of SCENT, and imposes large monetary penalties on the other shareholders if he were ever to be voted out of SCENT by the other shareholders.

7. On Tuesday, February 2, Dr. Pulchalski called a meeting of the shareholders. At this meeting, he made a motion to terminate Dr. Gunnlaugsson's employment. I voted against and oppose any effort to terminate Dr. Gunnlaugsson's employment or access to SCENT offices, records, or patients or to interfere with his continued practice with SCENT.

8. The unanimous approval of the all shareholders is required before taking action to terminate or restrict Dr. Gunnlaugsson's practice of medicine at SCENT and no such approval has occurred.

9. Dr. Gunnlaugsson and I have significant disagreements and concerns with Dr. Pulchalski concerning the management of the practice. I myself have grave concerns over the proposed shareholders agreement which, through my attorney, I have expressed to SCENT. Despite these disagreements, I and Dr. Gunnlaugsson have been able to continue our practice at SCENT without these disagreements affecting the standard of care. We are able to deal with Dr. Pulchalski in a professional manner and I do not believe Dr. Gunnlaugsson's disagreements with Dr. Pulchalski will affect his ability to continue to practice within SCENT and, in fact, our individual practices within SCENT are largely independent and significant interaction between the physicians is not required.

10. If SCENT and Dr. Pulchalski were barred by this court from terminating Dr. Gunnlaugsson, there would be no harm to SCENT or Dr. Pulchalski. Dr. Gunnlaugsson is an excellent physician who performs his duties in a very proficient manner. He is very professional in his dealings with Dr. Pulchalski and resolution of this dispute should cause no professional difficulties. On the other hand, terminating Dr. Gunnlaugsson would cause irreparable harm to him and his patients. Dr. Gunnaugsson has an extensive patient base which would erode if he lost access to them. In addition, Dr. Gunnlaugsson treats patients with significant injuries and immediate surgical and other medical needs. Terminating his employment would deprive the patients of care. In addition, Dr. Gunnlaugsson has unique skills and accreditations that would leave significant gaps in SCENT's ability to provide some services.

_____
Dr. Orville Dyce

_____
Notary Public, State of South Carolina
My commission expires _____
I acknowledge having sworn the affiant

4914

/O=SCENTSERV1/OU=FIRST ADMINISTRATIVE GROUP/CN=RECIPIENTS/CN=CGUNNLAUGSS(

From: Chad Gunnlaugasson [cgunnlaugsson@southcarolinaent.com]
Sent: Monday, December 28, 2009 2:14 PM
To: Chuck Thompson
Subject: RE:

Is that your fax number below? I will get the letter from home and copy and fax to your office tomorrow.

Chad Gunnlaugsson, M.D.
South Carolina ENT, Allergy, & Sleep Medicine
Diplomate: American Board of Otolaryngology, American Board of Facial Plastic and Reconstructive Surgery
Fellow: American Academy of Otolaryngic Allergy
Member: American Academy of Sleep Medicine

www.southcarolinaent.com

From: Chuck Thompson [mailto:thompson@mtsolawfirm.com]
Sent: Monday, December 28, 2009 1:32 PM
To: 'Chad Gunnlaugsson'
Subject: RE:

Email or fax me your 1/7/2008 signed letter offering you partnership. ty

Chuck Thompson
Malone, Thompson, Summers & Ott
Columbia, SC
803-254-3300

From: Chad Gunnlaugsson [mailto:CGunnlaugsson@southcarolinaent.com]
Sent: Sunday, December 27, 2009 6:13 PM
To: thompson@mtsolawfirm.com
Subject:

Chuck,

I appreciate you contacting me today during the busy holiday season. I have included both the Employee and Shareholders Agreements which I signed ~18 months ago when I was elevated from employee to partnership tract. I have also include a new contract which was proposed to me in June (under hopes of replacing the original 5 year contract). I expect a similar contract to arrive in the next 2-4 weeks when I am eligible to purchase shares in the S-corp. I have also included a 4 page summary statement which will help clarify some historical issues and current situations within the practice. Please feel free to contact me via my cellphone (803) 549-6859 if you have any questions. We

should probably plan a time to talk once you have read the contracts. It has given me great relief that someone I know personally can represent me in this manner.

Chad Gunnlaugsson, M.D.
South Carolina ENT, Allergy, & Sleep Medicine
Diplomate: American Board of Otolaryngology, American Board of Facial Plastic and Reconstructive Surgery
Fellow: American Academy of Otolaryngic Allergy
Member: American Academy of Sleep Medicine

www.southcarolinaent.com

South Caroline ENT, Allergy, and Sleep Medicine (referred to as SCENT) is a 4 physician practice started in ~2002 by the current Managing Shareholder, Robert Puchalski. The current physicians are Robert Puchalski, Orville Dyce (began employment 2005), Chad Gunnlaugsson (June 1st, 2006), and Macy Vidrine(2007). Currently, Drs. Puchalski and Dyce are shareholders of the S-Corp designated SCENT. There is also a separate LLC for equipment (SCENT Equipment) and land purchases (SCENT Landholdings). I was hired in 2006 after spending 2 years in another private practice in Tallahassee, FL. I signed an original 2 year employment contract which expired on June 1st, 2008. At this time, I was offered "full and equal partnership" via a signed letter which I have in my possession dated January 7th, 2008. I was subsequently offered the current Partnership Employment and Partnership Shareholder contracts (2 separate documents) which I have forwarded to you and are signed/dated June 1, 2008. I was told prior to my initial hire that my "buy-in" to the practice would be approximately 1/3 of 1.1 million dollars. At the time the partnership contracts were given to me in May of 2008, several changes had been made. Notably:

1.) A markedly enlarged "buy-in" formula based on the net revenues of the practice as described in section 4.5 of the Shareholders Agreement. This was agreed upon by Drs. Dyce and Puchalski during the inclusion of Dr. Dyce into the partnership track. He successfully completed this in 2008. He purchased shares in the practice for $50,000 in addition to the formula "buy-in" price. I was told upon entering the practice that the stock share price was based on a minimal dollar amount based on the tax structure of the corporation. This was told to me at my hiring to be $50,000 and is indeed what Dr. Dyce paid Dr. Puchalski to finalize his transfer of shares. In actuality, the stock shares have no substantive dollar value and could be sold for a little as $1 – based on discussions with our practice accountant. This will be important later in this summary.
2.) I was individually not made eligible for a "Non Metropolitan Bonus" listed in 4.2b of the Employment contract. It should be noted that I was recruited to the Greater Columbia area to serve as the physician to grow the business in this demographic region. At no time prior to initiating partnership contract talks was I told I would be paid a lesser amount than the other physicians for serving this area. In addition, my residence in the Columbia area was restricted to the extreme eastern part of the Greater Columbia area as listed in section 3.1b. Therefore, my pay was decreased by $78,000/yr compared to other employed physicians in addition to having my home residence restricted.
3.) The Shareholders agreement contained clauses specific to only Robert Puchalski as designated in section 3.9 of the Shareholders Agreement.
4.) The partnership contracts were given to me for review only 2 weeks prior to my initial employment agreement expiring despite several earlier requests. This placed unnecessary stress on both myself and my family and was likely done to force an agreement with me to sign the current contract which is in place. I was in a position where I could have been terminated from the practice for not agreeing to sign the new agreement and was subject to

a noncompete clause. Nevertheless, I signed the agreements as they currently stand and this was agreed upon mutually by Dr. Puchalski, Dr. Dyce, and myself. This completes the history of my prior contract negotiations and leads to the current impending situation. I have followed the current contract (which is in effect for 5 years) and am not unsatisfied with how it stands.

From June 1st, 2008-April 30th, 2009 I completed the formula "buy-in" price as designated in the Shareholders agreement. Our practice also owned land in Hartsville, SC and Columbia, SC which is operated via the SCENT Landholdings LLC. I have never been given access to this document and was told I cannot visualize this document until I am offered my stock certificate. My "buy-in" price also included an equal purchase of the equity paid on the land purchases (1/3 the amount that Dr. Dyce and Dr. Puchalski had previously invested in the landholdings including assessments, surveys, etc.) and an equal purchase of the bank accounts AT THE TIME that I signed the Employment and Shareholders Agreements (June 1st, 2008). This total "buy-in" amount totaled approximately $620,000. Beginning May 1st, 2009, I was then paid the same monthly base salary (item 1 below) and secondary distribution (item 2 below) as Drs. Puchalski and Dyce since the formula price, landholdings amount, and bank account purchase had been met. Our salary payment structure includes 4 different distributions as follows:

1.) A base salary which is paid equally to each partnership-tract employee with minor discrepancies based on 4.2d of the Shareholders Agreement.

2.) A secondary distribution paid equally to each partnership-tract employee. This has been termed a "K-1" distribution by the practice and is the money used to fund the "buy-in". Essentially, from June 1st, 2008-April 30th, 2009, my "K-1" distribution went to Drs. Puchalski and Dyce to fund the "buy-in" price listed above. Beginning May 1st, 2009 the "K-1" distribution came to me as the "buy-in" price ($620,000) had been completed.

3.) A third distribution known as a "sweep". In legal terms, this is actual K-1 flow-through money paid to the SHAREHOLDERS as part of the S-corp structure. This dollar amount can be significant. Since May 1st, 2009, I have not received a "sweep" payment as I am not yet a shareholder. My designation as a shareholder and the ability to purchase shares has been delayed due to two factors: the stock share price and the payment of back taxes to the two current shareholders. For example, Dyce agreed to pay Dr. Puchalski the taxable amount of money that Dr. Puchalski absorbed during Dr. Dyce's "buy-in" period. This would be approximately equal to 40% (taxable rate) of the $620,000 "buy-in" in my case, or approximately $248,000. Based on actual dollar amounts (not approximations which have been used in this Microsoft word document) provided by Dr. Puchalski, my actual number was $292,000 (in addition to the original ~$620,000) via a "gross up" formulation method. One half of this amount was to be paid equally to Drs. Puchalski and Dyce to reimburse them for the taxes they acquired for my original formula "buy-in" amount. Since Dr. Dyce agreed to do this prior to becoming a shareholder, I did not take issue with this policy. If the stock share price (which was paid by Dr. Dyce and quoted to me as $50,000) is included with the previously mentioned payment of back taxes, my total remaining "buy-in" amount to

become a shareholder would be $342,000 ($292,000 + $50,000) in addition to the previous "buy-in" formula amount of $620,000. The $342,000 would be paid to Drs. Puchalski and Dyce via my monthly "sweep" distribution. Therefore, I have not personally collected a "sweep" check to this point and these monetary distributions have been made to Drs. Puchalski and Dyce since May 1st, 2009, up to this point. As of December 31st, 2009, (and likely earlier – this will be discussed in a latter discussion) the $342,000 will have been paid and I should be eligible for stock share distribution and inclusion into the SCENT Equipment and SCENT Landholding LLCs.

4.) A fourth distribution described as "Variable Compensation" in Section 4.2a of the Employment Agreement. In actuality, this is "pay for call" money that is received by the practice for nighttime ER and inpatient hospitals duties at the 3 hospitals which we cover. This dollar amount is to be split evenly amongst the partners after expenses (e.g. our physician assistants are paid a stipend for answering certain patient phone calls during the night). This clause is of considerable importance as it pertains to the "Covenant Not To Compete" section of the Employment Agreement. As will be mentioned, this clause has been breached by Dr. Puchalski for several months and potentially years.

With this background information, I will now state my need for legal representation via the following issues that I am facing concerning the current Employment and Shareholder Contracts (which are in effect until June 1st, 2013) as well as my impending Stock Certificate Purchase.

1.) In June of this year Dr. Puchalski, using our legal practice representative Edward White, attempted to renegotiate our present contracts. He presented us with new contracts which had some of the following provisions:
   a. Dr. Puchalski maintaining the office of "Managing Shareholder" and "President" of the S-Corp based solely on the gross revenues of the practice increasing and not by voting rights of the shareholders.
   b. Dr. Puchalski would be paid an additional 4% of the "sweep" revenues each month.
   c. Dr. Puchalski would maintain solitary control over any sleep laboratory ventures which our practice builds as a cooperative unit with corporate funds.
   d. That the stock share price would be increased to $100,000. He stated that both Dr. Dyce and I would have pay this money to him. This would increase my final "buy-in" amount from $342,000 to $392,000.

Obviously, Dr. Dyce and I did not sign this new contract and clearly stated that we had issues with the numerous Dr. Puchalski provisions and the increased stock share price (an empty asset that has no hard value). Since this time, Dr. Puchalski has noticeably decreased the financial transparency of the practice and has had a visible change in demeanor. Regardless, Dr. Puchalski unilaterally has enforced the $100,000 stock share price without the approval of Dr. Dyce (who has also obtained legal representation concerning this issue as well as past/future matters). He is currently forcing me to pay the practice the $392,000 amount despite my objections. This additional amount not only prevents me from collecting "sweep" revenue earlier, it also delays my transfer of stock shares. Therefore, I require legal advice to:

a. Determine the legality of the increased stock share price and withholding of the transfer of stock shares. I fully expect Dr. Puchalski to not transfer the shares until the $392,000 is met and at that point I feel he will likely restrict me from getting the shares by either trying to force me to sign a new contract (and if I do not do this by terminating me without cause and enforcing a noncompete clause) or by not offering me equal representation in the SCENT Equipment or SCENT Landholdings LLCs. He has already threatened to charge me the appraised value rather than an equal share of the equity value to the Hartsville building which opened in 2009. It should be noted that the building was completed while I was part of the partnership contract (and therefore used a 1/3 share of my net revenues for expenses) and that I had previously purchased the 1/3 equity value as part of my "buy-in". I feel that Dr. Puchalski would rather not bring aboard new "shareholder partners" and instead hire only non-partnership track physicians to increase his monetary income. I have acted as a partner within the practice and have completed all of the contractual requirements to become a shareholder of the S-Corp – I simply seek fair and legal transfer of the shares, accountability, and ownership of the practice.
b. Potentially challenge the "Covenant Not To Compete" as listed in the latter section of the Employment agreement. Dr. Puchalski, as managing partner, has breached section 4.2a of the Employment agreement by not distributing the "Pay for Call Stipend" as defined in the contractual agreement.
c. Potentially challenge multiple aspects of the contract involving Dr. Puchalski and clauses involving:
    i. Gross or flagrant professional negligence
    ii. Violation of any law or ethical practice of medicine or the Standard of Care
    iii. Providence of office coverage, call coverage, and adherence to a holiday schedule
    iv. Expenditures paid by the practice for the personal use of Dr.Puchalski which may violate the Employment/Shareholder Agreements as well as the S-corp status.
    v. Agreements made solely by the decisions of Dr. Puchalski which bind the group without shareholder and partnership physician approval. These may include loans, capital contributions, and agreements with third parties.

It is my hope that these issues can be solved fairly and amicably. Dr. Orville Dyce, the other shareholder in the practice, has already retained legal counsel concerning many of the issues that are described above. Cooperation between legal counsels may be necessary and encouraged. It is my sole goal to become a shareholder of the practice which I helped build to its current state. I am not seeking to leave the practice and challenge the noncompete provision to start a new practice. Upon conclusion, I would like to seek repayment of my legal expenses through the SCENT practice. This has been done previously in negotiations between Dr. Puchalski and Dr. Dyce and is mentioned in the current contracts.

	A	B	C	D	E	F	G	H	I
1	Summary Table 85.1 Otorhinolaryngology Compensation								
2	Otorhinolaryngology	Providers	Practices	Mean	Std. Dev.	25th %tile	Median	75th %tile	90th %tile
3	Overall	492	166	$402,991	$186,670	$284,639	$355,656	$486,061	$650,335
4									
5	Years in Specialty								
6	1 to 2 years	21	18	$351,404	$181,036	$262,789	$307,792	$412,011	$451,572
7	3 to 7 years	59	43	$405,932	$175,451	$288,960	$334,534	$543,000	$628,230
8	8 to 17 years	141	80	$424,202	$192,593	$289,842	$386,993	$509,569	$696,030
9	18 years or more	139	82	$400,218	$193,428	$272,004	$351,377	$500,957	$681,738
10									
11	Group Type								
12	Single Specialty	104	26	$399,012	$178,126	$270,731	$350,352	$523,605	$678,157
13	Multispecialty	388	140	$404,057	$189,103	$286,601	$355,656	$469,276	$650,256
14									
15	Geographic Section								
16	Eastern	91	27	$400,195	$182,671	$275,611	$336,573	$486,576	$694,985
17	Midwest	150	61	$406,872	$173,353	$294,760	$380,266	$464,370	$646,542
18	Southern	102	37	$403,080	$186,531	$289,466	$367,135	$481,151	$693,357
19	Western	149	41	$400,728	$203,193	$275,689	$339,876	$506,580	$662,276
20									
21	Capitation								
22	No capitation	338	118	$406,506	$189,217	$286,073	$360,150	$497,025	$651,564
23	5% or less	38	17	$348,160	$125,815	$261,974	$336,390	$434,048	$484,112
24	6% to 10%	0	0	*	*	*	*	*	*
25	11% to 25%	54	12	$476,551	$209,714	$319,474	$416,191	$577,794	$802,388
26	26% to 50%	26	7	$363,262	$183,428	$224,508	$333,914	$431,934	$682,337
27	51% to 75%	4	1	*	*	*	*	*	*
28	76% or more	2	1	*	*	*	*	*	*
29									
30	2009 Report Based on 2008 Data. Copyright © 2009. All Rights Reserved. Medical Group Management Association.								

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PNE

Patients by ZIP Codes

MDoffice Reports

Selection: Zip: All; Provider: All; Location: PNE, PNE 2, PNE ER, PNE IP, PNE OP, PNE OR, PNE SHOTS, PNE Vial, PNE-AUD, PNE-CH, PNE-CT; Referring Dr.: All; Patient Status: All; Registered Date: 5/9/09 - 5/9/10;

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City	State	Zip	Patients Count
Columbia	SC	29229	138
Columbia	SC	29223	124
Columbia	SC	29203	72
Blythewood	SC	29016	49
Columbia	SC	29209	46
Columbia	SC	29210	31
Columbia	SC	29206	30
Lexington	SC	29073	28
Columbia	SC	29212	25
Hopkins	SC	29061	24
Columbia	SC	29204	24
Winnsboro	SC	29180	21
[illegible]	SC	29063	20
Elgin	SC	29045	20
Columbia	SC	29201	19
Lexington	SC	29072	19
Newberry	SC	29108	18
Columbia	SC	29205	16
West Columbia	SC	29170	13
Chapin	SC	29036	11
West Columbia	SC	29169	10
Gaston	SC	29053	9
Leesville	SC	29070	8
Cayce	SC	29033	8
Swansea	SC	29160	8
West Columbia	SC	29172	6
Pelion	SC	29123	6
[illegible]rosperity	SC	29127	5
[illegible]esburg	SC	29006	5
Dalzell	SC	29040	4
Saluda	SC	29138	4
Sumter	SC	29153	3

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4922

P2654

SCENT DEF Exhibit 78

City	State	Zip	Patients Count
Aiken	SC	29801	3
Gilbert	SC	29054	3
Eastover	SC	29044	2
Little Mountain	SC	29075	2
Columbia	SC	29230	2
Sumter	SC	29154	2
Columbia	SC	29221	2
Columbia	SC	29225	1
Wadener	SC	29164	1
Wedgefield	SC	29168	1
Silverstreet	SC	29145	1
Sumter	SC	29150	1
aw A F B	SC	29152	1
Columbia	SC	29202	1
Columbia	SC	29290	1
Clinton	SC	29325	1
Gaffney	SC	29341	1
Union	SC	29379	1
Charleston	SC	29419	1
Pineville	SC	29468	1
Little River	SC	29566	1
Patrick	SC	29584	1
Easley	SC	29640	1
Greenwood	SC	29649	1
Starr	SC	29684	1
Chester	SC	29706	1
Fort Lawn	SC	29714	1
Hendale	SC	29810	1
Jniteville	SC	29829	1
Johnston	SC	29832	1
North Augusta	SC	29841	1
North Augusta	SC	29860	1

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Patients by ZIP Codes

MDoffice Reports

...ction: Zip:-All; Provider:: All; Location: PNE, PNE 2, PNE ER, PNE IP, PNE OP, PNE OR, PNE SHOTS, PNE Vial, PNE-AUD, PNE-CH, PNE-CT; Referring Dr.: All; Patient Status: All; Registered Date:: 5/9/09 - 5/9/10;

City	State	Zip	Patients Count
Hephzibah	GA	30815	1
Eastsound	WA	98245	1
Mc Bee	SC	29101	1
Manning	SC	29102	1
Neeses	SC	29107	1
North	SC	29112	1
Orangeburg	SC	29115	1
Orangeburg	SC	29117	1
Orangeburg	SC	29118	1
Rembert	SC	29128	1
Ridgeway	SC	29130	1
Saint Matthews	SC	29135	1
...lev	SC	29137	1
...maria	SC	29126	1
Liberty Hill	SC	29074	1
Wilmington	NC	28412	1
Bishopville	SC	29010	1
Blair	SC	29015	1
Camden	SC	29020	1
Great Falls	SC	29055	1
Holly Hill	SC	29059	1
Gadsden	SC	29052	1
Total Patients Listed:			887

CONFIDENTIAL

Patients by ZIP Codes

MDoffice Reports

Selection: Zip: All; Provider: All; Location: WW, WW 2, WW SHOTS, WW Vial, WW-AUD, WW-CH, WW-CT; Referring Dr.: All; Patient Status: All; Registered Date: 5/9/09 - 5/9/10;

Run Date 7/3/12 8:53:59A Page 1

City	State	Zip	Patients Count
Camden	SC	29020	661
Columbia	SC	29229	656
Hartsville	SC	29550	589
Columbia	SC	29223	547
Lugoff	SC	29078	495
Elgin	SC	29045	487
Blythewood	SC	29016	243
Columbia	SC	29203	241
Cheraw	SC	29520	233
Bishopville	SC	29010	182
Kershaw	SC	29067	174
Columbia	SC	29209	153
ssatt	SC	29032	126
umbia	SC	29210	122
Columbia	SC	29206	117
Lexington	SC	29072	108
Lexington	SC	29073	102
Irmo	SC	29063	87
Columbia	SC	29204	85
Columbia	SC	29205	83
Hopkins	SC	29061	76
Chesterfield	SC	29709	75
Bethune	SC	29009	71
Mc Bee	SC	29101	70
Columbia	SC	29212	69
Gaston	SC	29053	68
Winnsboro	SC	29180	63
Ridgeway	SC	29130	63
nston	SC	29532	60
Rembert	SC	29128	58
Sumter	SC	29150	47
Columbia	SC	29201	45

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4925

SCENT DEF Exhibit 78

Patients by ZIP Codes

tion: Zip: All; Provider: All; Location: WW, WW 2, WW SHOTS, WW Vial, WW-AUD, WW-CH, WW-CT; Referring Dr.: All; Patient Status: All; Registered Date: 5/9/09 - 5/9/10;

City	State	Zip	Patients Count
Bennettsville	SC	29512	44
West Columbia	SC	29169	43
Pageland	SC	29728	41
West Columbia	SC	29170	40
Lamar	SC	29069	37
Patrick	SC	29584	35
Chapin	SC	29036	32
Sumter	SC	29154	32
Eastover	SC	29044	31
Newberry	SC	29108	31
Wallace	SC	29596	31
Darlington	SC	29540	30
West Columbia	SC	29172	27
Lugoff	SC	29040	26
Cayce	SC	29033	26
Jefferson	SC	29718	25
Leesville	SC	29070	23
Ruby	SC	29741	22
Florence	SC	29501	19
Lancaster	SC	29720	17
Mount Croghan	SC	29727	16
Society Hill	SC	29593	14
Sumter	SC	29153	14
Swansea	SC	29160	13
Prosperity	SC	29127	12
Florence	SC	29505	12
Hartsville	SC	29551	12
Pelion	SC	29123	11
Lexington	SC	29006	11
Camden	SC	29021	10
Gilbert	SC	29054	10
Heath Springs	SC	29058	10

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City	State	Zip	Patients Count
Orangeburg	SC	29115	9
Westville	SC	29175	9
Columbia	SC	29202	9
Saluda	SC	29138	8
North	SC	29112	8
Manning	SC	29102	8
Lynchburg	SC	29080	8
Timmonsville	SC	29161	7
Wagener	SC	29164	6
Wedgefield	SC	29168	6
Saint Matthews	SC	29135	6
Gadsden	SC	29052	6
...ken	SC	29801	6
...ster	SC	29706	5
Mc Coll	SC	29570	5
Whitmire	SC	29178	5
West Columbia	SC	29171	5
Shaw A F B	SC	29152	4
Columbia	SC	29211	4
Florence	SC	29506	4
Blair	SC	29015	4
Great Falls	SC	29055	4
Jenkinsville	SC	29065	4
Orangeburg	SC	29118	4
Laurinburg	NC	28352	4
Lydia	SC	29079	3
Liberty Hill	SC	29074	3
Little Mountain	SC	29075	3
...tt	SC	29046	3
Clio	SC	29525	3
Columbia	SC	29224	3
Columbia	SC	29225	3

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City	State	Zip	Patients Count
Salley	SC	29137	3
Simpsonville	SC	29681	3
Aiken	SC	29803	3
Marion	SC	29571	2
Williston	SC	29853	2
Ridge Spring	SC	29129	2
Summerton	SC	29148	2
Sumter	SC	29151	2
Columbia	SC	29240	2
Columbia	SC	29260	2
Columbia	SC	29290	2
Summerville	SC	29483	2
anna	SC	29351	2
ion	SC	29379	2
Florence	SC	29504	2
Cades	SC	29518	2
Mavesville	SC	29104	2
Rockingham	NC	28379	2
Columbia	SC	29023	2
Cameron	SC	29030	2
Wadesboro	NC	28170	2
Charlotte	NC	28202	1
Charlotte	NC	28216	1
Charlotte	NC	28217	1
Charlotte	NC	28220	1
Charlotte	NC	28277	1
Favetteville	NC	28306	1
Favetteville	NC	28314	1
roe	NH	03771	1
Syracuse	NY	13214	1
Port Matilda	PA	16870	1
Nescopeck	PA	18635	1

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4928

City	State	Zip	Patients Count
Washington	DC	20001	1
Oak Hill	VA	20171	1
Pounding Mill	VA	24637	1
Willow Spring	NC	27592	1
Pikeville	NC	27863	1
Lilesville	NC	28091	1
Monroe	NC	28112	1
Morven	NC	28119	1
Bowman	SC	29018	1
Saint Pauls	NC	28384	1
Wade	NC	28395	1
Cherokee	NC	28719	1
·lva	NC	28779	1
·.mbera	SC	29003	1
Blackstock	SC	29014	1
Monetta	SC	29105	1
Neeses	SC	29107	1
Norway	SC	29113	1
Elloree	SC	29047	1
Cordova	SC	29039	1
Horatio	SC	29062	1
Blenheim	SC	29516	1
Florence	SC	29503	1
Coward	SC	29530	1
Dillon	SC	29536	1
Lake City	SC	29560	1
Latta	SC	29565	1
Charleston	SC	29401	1
.rleston	SC	29402	1
Charleston	SC	29407	1
Charleston	SC	29412	1
Hollywood	SC	29449	1

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4929

Selection: Zip: All; Provider: All; Location: WW, WW 2, WW SHOTS, WW Vial, WW-AUD, WW-CH, WW-CT; Referring Dr.: All; Patient Status: All; Registered Date: 5/9/09 - 5/9/10;

City	State	Zip	Patients Count
Moncks Corner	SC	29461	1
Laurens	SC	29360	1
Spartanburg	SC	29301	1
Spartanburg	SC	29302	1
Spartanburg	SC	29316	1
Columbia	SC	29250	1
Pinewood	SC	29125	1
Rion	SC	29132	1
Columbia	SC	29221	1
Columbia	SC	29207	1
Columbia	SC	29208	1
Windsor	SC	29856	1
North Augusta	SC	29860	1
Aiken	SC	29918	1
Hilton Head Island	SC	29926	1
Ridgeland	SC	29936	1
Hilton Head Island	SC	29938	1
Decatur	GA	30032	1
Lyons	GA	30436	1
Statesboro	GA	30458	1
Augusta	GA	30909	1
Ludowici	GA	31316	1
Kingsland	GA	31548	1
Ponte Vedra Beach	FL	32082	1
Jacksonville	FL	32259	1
West Palm Beach	FL	33404	1
West Palm Beach	FL	33411	1
Loxahatchee	FL	33470	1
Immee	FL	34746	1
New Market	AL	35761	1
Knoxville	TN	37934	1
Cambridge	OH	43725	1

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4930

City	State	Zip	Patients Count
Grand Rapids	MI	49506	1
Rockford	IL	61114	1
Rowlett	TX	75089	1
Cheyenne	WY	82001	1
Salt Lake City	UT	84120	1
APO	AP	96326	1
Myrtle Beach	SC	29575	1
Murrells Inlet	SC	29576	1
Myrtle Beach	SC	29579	1
Nichols	SC	29581	1
North Myrtle Beach	SC	29582	1
Myrtle Beach	SC	29588	1
ancaster	SC	29721	1
eenville	SC	29601	1
Greenville	SC	29605	1
Greenwood	SC	29646	1
Liberty	SC	29657	1
Allendale	SC	29810	1
Graniteville	SC	29829	1
Johnston	SC	29832	1
North Augusta	SC	29841	1
Warrenville	SC	29851	1
Richburg	SC	29729	1
Rock Hill	SC	29730	1
Rock Hill	SC	29732	1
Total Patients Listed:			7,329

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Patients by ZIP Codes

cheraw

MDoffice Reports

...ection: Zip: All; Provider: All; Location: CHERAW, CHERAW 2; Referring Dr.: All; Patient Status: All; Registered Date: 5/9/09 - 5/9/10;

Run Date 7/3/12 8:52:13A Page 1

City	State	Zip	Patients Count
Cheraw	SC	29520	75
Chesterfield	SC	29709	38
Bennettsville	SC	29512	15
Wallace	SC	29596	14
Pageland	SC	29728	4
Ruby	SC	29741	4
Mc Coll	SC	29570	4
Society Hill	SC	29593	3
Mount Croghan	SC	29727	3
Patrick	SC	29584	2
Jefferson	SC	29718	1
Nichols	SC	29581	1
[illegible] Farlan	NC	28102	1
[illegible]desboro	NC	28170	1
Rockingham	NC	28379	1
Clio	SC	29525	1
Darlington	SC	29532	1
Hartsville	SC	29550	1
Total Patients Listed:			170

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4932

P2664

SCENT DEF Exhibit 78

Hartsville

Patients by ZIP Codes

MDoffice Reports

...lection: Zip: All; Provider: All; Location: H'VILLE, H'VILLE 2, H'VLLE-CH, HRT SHOTS, HRT-CT, Hville 2, Hville-AUD, HvilleVial; Referring Dr.: All; Patient Status: All; Registered Date: 5/9/09 - 5/9/10;

Run Date 7/3/12 8:53:00A Page 1

City	State	Zip	Patients Count
Hartsville	SC	29550	221
Bishopville	SC	29010	37
Mc Bee	SC	29101	25
Lamar	SC	29069	16
Cheraw	SC	29520	16
Darlington	SC	29532	15
Patrick	SC	29584	12
Hartsville	SC	29551	10
Florence	SC	29501	9
Chesterfield	SC	29709	7
Jefferson	SC	29718	7
Darlington	SC	29540	7
[illegible]nettsville	SC	29512	6
[illegible]eland	SC	29728	6
Florence	SC	29505	5
Wallace	SC	29596	4
Lynchburg	SC	29080	3
Dillon	SC	29536	3
Bethune	SC	29009	3
Ruby	SC	29741	3
Sumter	SC	29153	2
Effingham	SC	29541	2
North Myrtle Beach	SC	29582	2
Society Hill	SC	29593	2
Lake City	SC	29560	1
Mount Croghan	SC	29727	1
Clio	SC	29525	1
Sumter	SC	29154	1
[illegible]ionsville	SC	29161	1
Columbia	SC	29210	1
Florence	SC	29506	1
Florence	SC	29502	1

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4933

P2665

SCENT DEF Exhibit 78

City	State	Zip	Patients Count
Lumberton	NC	28358	1
Lydia	SC	29079	1
Manning	SC	29102	1
Rembert	SC	29128	1
Sumter	SC	29150	1
Total Patients Listed:			436

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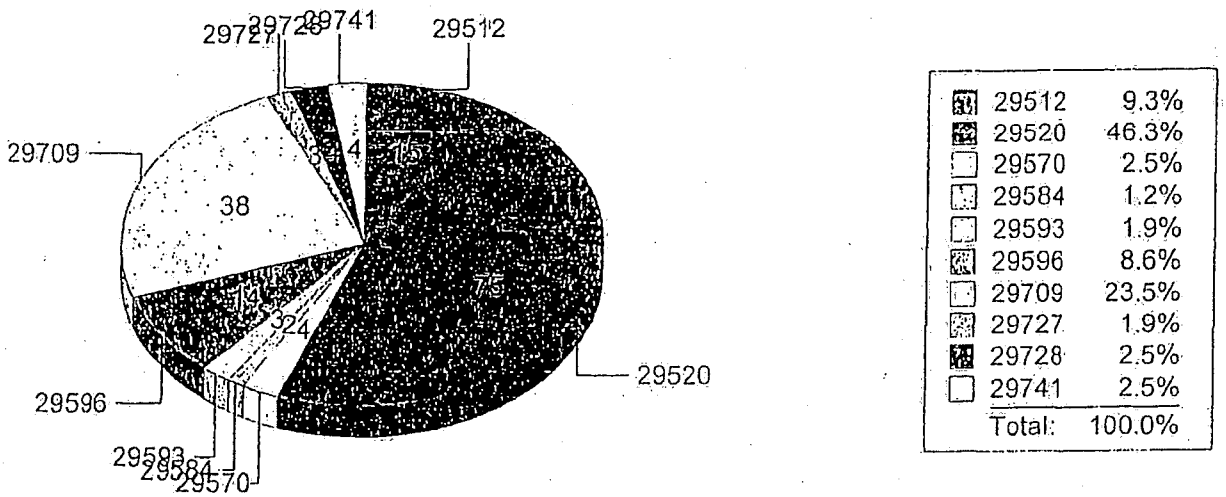
Patients by Top 10 ZIP Codes

MDoffice Reports

tion: Zip: All; Provider: All; Location: CHERAW, CHERAW 2; Referring Dr.: All; Patient Status: All; Registered Date: 5/9/09 - 5/9/10; Run Date 7/3/12 8:52:25A Page 1

City	State	Zip	Patients Count
Cheraw	SC	29520	75
Chesterfield	SC	29709	38
Bennettsville	SC	29512	15
Wallace	SC	29596	14
Mc Coll	SC	29570	4
Pageland	SC	29728	4
Ruby	SC	29741	4
Society Hill	SC	29593	3
Mount Croghan	SC	29727	3
Patrick	SC	29584	2
Total Patients Listed:			162

Patients by ZIP Code



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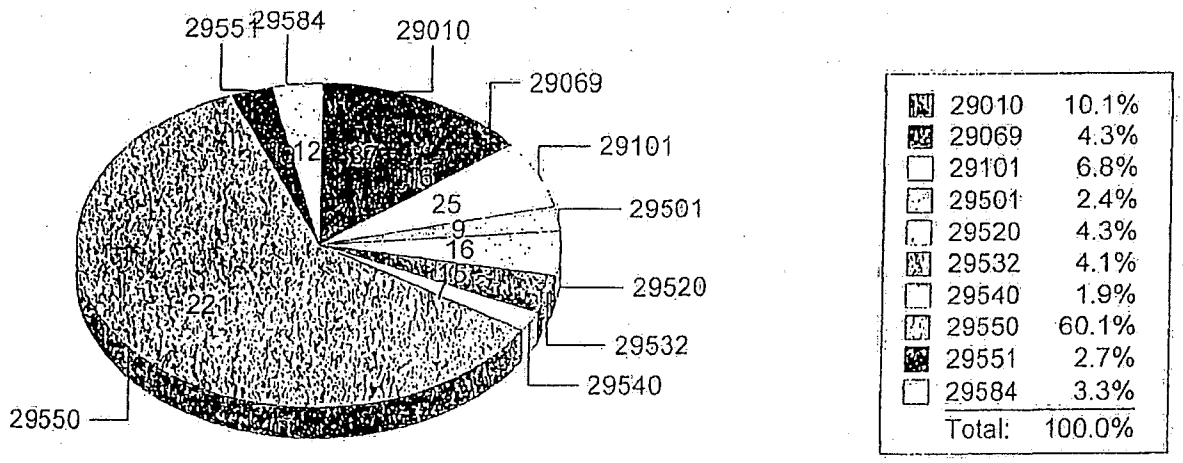
Patients by Top 10 ZIP Codes

MDoffice Reports

:tion: Zip: All; Provider: All; Location: H'VILLE, H'VILLE 2, H'VLLE-CH, HRT SHOTS, HRT-CT, Hville ...ville-AUD, HvilleVial; Referring Dr.: All; Patient Status: All; Registered Date: 5/9/09 - 5/9/10; Run Date 7/3/12 8:53:09P Page 1

City	State	Zip	Patients Count
Hartsville	SC	29550	221
Bishopville	SC	29010	37
Mc Bee	SC	29101	25
Lamar	SC	29069	16
Cheraw	SC	29520	16
Darlington	SC	29532	15
Patrick	SC	29584	12
Hartsville	SC	29551	10
Florence	SC	29501	9
Darlington	SC	29540	7
Total Patients Listed:			368

Patients by ZIP Code



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Patients by Top 10 ZIP Codes

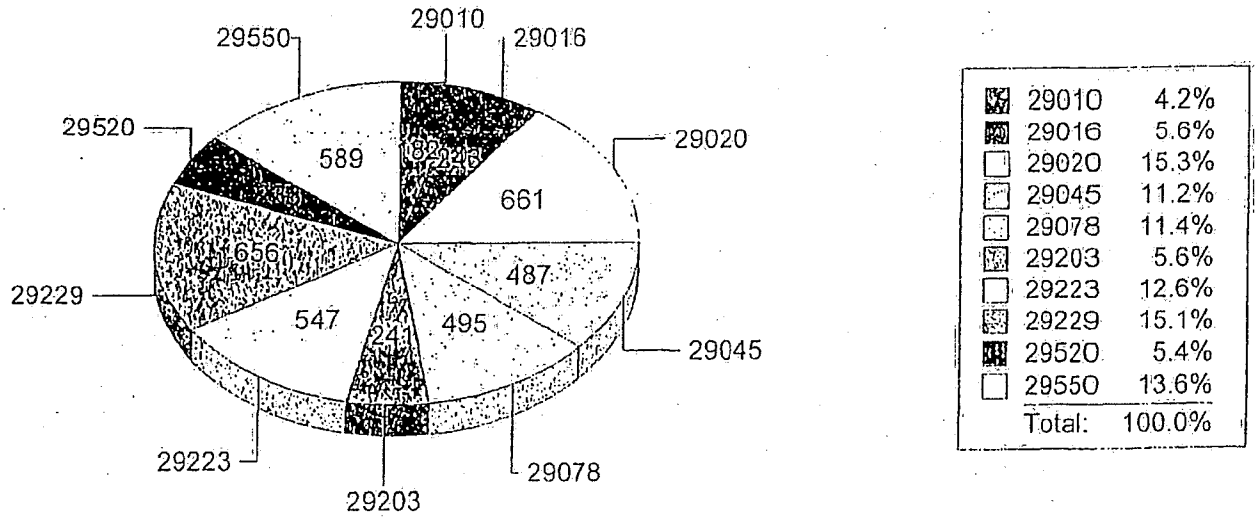
MDoffice Reports

ction: Zip: All; Provider: All; Location: WW, WW 2, WW SHOTS, WW Vial, WW-AUD, WW-CH, v-CT; Referring Dr.: All; Patient Status: All; Registered Date: 5/9/09 - 5/9/10;

Run Date 7/3/12 8:54:14A Page 1

City	State	Zip	Patients Count
Camden	SC	29020	661
Columbia	SC	29229	656
Hartsville	SC	29550	589
Columbia	SC	29223	547
Ludoff	SC	29078	495
Elgin	SC	29045	487
Blythewood	SC	29016	243
Columbia	SC	29203	241
Cheraw	SC	29520	233
Bishopville	SC	29010	182
Total Patients Listed:			4,334

Patients by ZIP Code



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Patients by Top 10 ZIP Codes

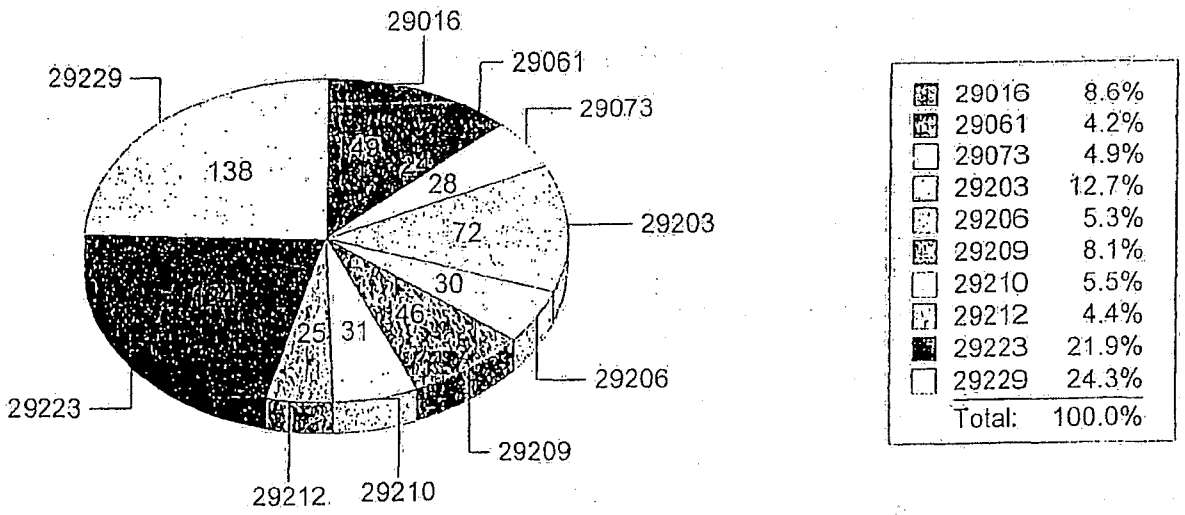
MDoffice Reports

:tion: Zip: All; Provider: All; Location: PNE, PNE 2, PNE ER, PNE IP, PNE OP, PNE OR, PNE TS, PNE Vial, PNE-AUD, PNE-CH, PNE-CT; Referring Dr.: All; Patient Status: All; Registered Date: 5/9/09 - 5/9/10;

Run Date 7/3/12 8:54:45A Page 1

City	State	Zip	Patients Count
Columbia	SC	29229	138
Columbia	SC	29223	124
Columbia	SC	29203	72
Blythewood	SC	29016	49
Columbia	SC	29209	46
Columbia	SC	29210	31
Columbia	SC	29206	30
Lexington	SC	29073	28
Columbia	SC	29212	25
Hopkins	SC	29061	24
Total Patients Listed:			567

Patients by ZIP Code



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Marsha Davis

From: Davis, Marsha
Sent: Monday, May 10, 2010 5:55 PM
To: 'Chad Gunnlaugsson'
Cc: 'Rebecca Gunnlaugsson'; 'Chuck Thompson'
Subject: RE: Lease questions

Chad,
Regarding section 25 – Default, the hospital's attorneys are not able to amend this provision. While they recognize your concern, the same provision has been in every lease signed by other physicians in the building and they contend that it would be more appropriate for you to obtain "key person" insurance to cover your risk rather than have the hospital assume the risk.

Regarding Section 9 – Use of premises, the hospital has agreed to include the audiology practice and ultrasound as part of your ENT practice within the premises.

Section 4b Adjusted Rental –Recently year-to-year operating expenses have varied from increases of $0.13/SF to decreases of $0.24/SF.
Section 8 –Loss or damage –This would be covered by your content insurance
Section 19 –Kim Schurg will work with you on signage
Section 29 –Guarantee –perhaps your attorney should review with you, but I think this is not a concern when the tenant and guarantor are the same as in your case. Any changes to the lease will have to be in writing and signed by both the landlord and the tenant.

Please let me know if you have any further questions so that we can finalize the lease document for signatures.
I hope tomorrow goes well and look forward to hearing from you.
Marsha

From: Chad Gunnlaugsson [mailto:cgunnlaugsson@gmail.com]
Sent: Monday, May 03, 2010 6:12 AM
To: Davis, Marsha
Cc: Rebecca Gunnlaugsson; Chuck Thompson; Chad Gunnlaugsson
Subject: Lease questions

Hi Ms. Davis,

I finally had some time to get through the lease document this weekend. I still fully plan to proceed with Suite 120 ASAP. I have a hearing on next Tuesday (May 11th) to obtain a preliminary ruling on my noncompete clause. Should I prevail in this ruling it is extremely likely that I will permanently have no barriers to practice in the Columbia area (for the rest of my career). My main concern with the lease agreement is with section 25 - Default. I can assure you I have no intent on ever defaulting on the lease for business purposes (e.g. moving to another location) and am fine with the penalties should this ever occur. My main concern is what would happen in the following situations:

1.) Tenant death or disability
2.) Dissolution of a tenants medical practice due to legal injunctions - i.e. enforcement of a noncompete clause

Again, I have no problem with the Landlord protecting itself with the contract. I would like to ask that 2 paragraphs be added to help me sleep at night should either of these occur

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P1966

4939

SCENT DEF Exhibit 84

In the event of my death or disability, can the lease be nullified? This protects me as a solo physician. In the next 12-18 months I plan to add partners (guarantors) which will relieve this. In the meantime, however, Rebecca and the kids would be on the hook for close to $500,000. My estate would settle the upfitting costs but I just don't want the lease clock to keep running. I would also like a clause that states if the physician is unable to practice due to legal injunctions that the rent will be relieved until the matter is resolved. The contract would still be intact but the rent would be delayed until I could practice again (waiting for the period of the noncompete to end). For example, if I had to temporarily practice in Orangeburg or another area outside the noncompete radius for 18 months before returning. Again, I would still be willing to cover the upfitting costs. I hope this would show you that I am still committed to the property but would have to hold off on using it until the term of my noncompete ended and I could return to the area. I do not see any of these situations occurring but need this protection. Without these provisions, I may have to decrease the term of the lease to protect my personal assets.

I also had a few other questions about the lease:

Section 4b: Adjusted Rental - I am curious as to how much this could run.
Section 8: Loss or Damage - Landlord shall not be liable for any damage to property ....caused by steam, smoke.....which may leak from any part of building, pipes, etc. It seems that if the building starts breaking down that I could be on the hook. I know we had pipe breakage in our current suite.
Section 9: Use of Premises - I will have an audiology practice and ultrasound (radiological). We just need a clause stating this is part of an ENT practice and is allowed.
Section 19 : Signs - I hope I can temporarily place a sign within the first 90 days of the lease to let patients know where I am.
Section 29 Guaranty - Guarantors authorize Landlord .....from time to time.....change the amount, time or manner of payment.....amend, modify, or supplement the lease..... This part is confusing to me. It seems like the lease can be changed.

These are minor issues and I know this is going to work. My attorney and I are very confident about next week's hearing and at that time, should we prevail, I would like to immediately move ahead with signing the lease (if the construction quote is completed). Please feel free to call me to discuss these few questions. 549-6859. Thanks again for all of your help.

Chad

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/O=SCENTSERV1/OU=FIRST ADMINISTRATIVE GROUP/CN=RECIPIENTS/CN=CGUNNLAUGSS

From: Chad Gunnlaugasson [cgunnlaugsson@southcarolinaent.com]
Sent: Thursday, January 07, 2010 4:27 PM
To: Chuck Thompson
Subject: RE: Contact info

Once again, you have put my mind at greater ease during this rather stressful time. Feel free to use Rebecca's email and I think it is a great idea to use my work account as a reminder. Thanks for all of your effort.

Chad Gunnlaugsson, M.D.
South Carolina ENT, Allergy, & Sleep Medicine
Diplomate: American Board of Otolaryngology, American Board of Facial Plastic and Reconstructive Surgery
Fellow: American Academy of Otolaryngic Allergy
Member: American Academy of Sleep Medicine

www.southcarolinaent.com

From: Chuck Thompson [mailto:thompson@mtsolawfirm.com]
Sent: Thursday, January 07, 2010 3:54 PM
To: 'Chad Gunnlaugsson'
Subject: RE: Contact info

Yes—I called him again.—We will eventually catch one another

I can email your work account just to let you know when I have sent something.

I had forgotten there is an arbitration clause in your contract and the shareholder agreement. I had to do a little checking today to make sure it was enforceable—it is. Arbitration is actually a good thing in this case—we can get a quicker result from an arbitrator.

We would still be able to go to court to get an initial injunction to keep the status quo pending arbitration. Call me if you have any questions about this.

Chuck Thompson
Malone, Thompson, Summers & Ott
Columbia, SC
803-254-3300

From: Chad Gunnlaugsson [mailto:CGunnlaugsson@southcarolinaent.com]
Sent: Thursday, January 07, 2010 3:10 PM
To: Chuck Thompson
Subject: Re: Contact info

4941

SCENT DEF Exhibit 86

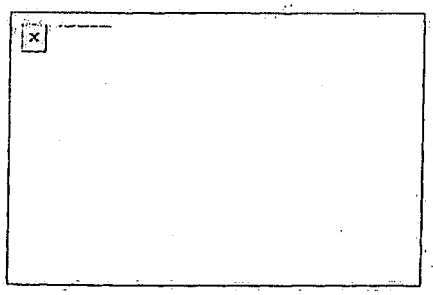
Let's use Rebecca's email-I will check it each night.

rgunnlaugsson@gmail.com

I know Orville's lawyer was trying to contact you.

Sent from my iPhone

On Jan 7, 2010, at 11:19 AM, "Chuck Thompson" <thompson@mtsolawfirm.com> wrote:

> Do you have an email that does not go through SCENT's server? Networks are typically able to store email traffic and we should have a way to email to avoid the possibility of our communications being viewed by other persons within SCENT
>
> Chuck Thompson
> Malone, Thompson, Summers & Ott
> Columbia, SC
> 803-254-3300
>
> ---
>
> **From:** Chad Gunnlaugsson [mailto:CGunnlaugsson@southcarolinaent.com]
> **Sent:** Monday, January 04, 2010 1:10 PM
> **To:** Chuck Thompson
> **Cc:** Dr Dyce
> **Subject:** FW: Contact info
>
> Chuck,
>
> Here is the name and email of Dr. Dyce's attorney in Philadelphia – Bruce Armon. (BArmon@saul.com). I will try to get his phone number from Dr. Dyce also. Probably worth while talking to him about the situation. He should be expecting you to contact him. I would wait until around Wednesday to make sure Dr. Dyce has alerted him. Hope you had a good new year.
>
> *Chad Gunnlaugsson, M.D.*
> *South Carolina ENT, Allergy, & Sleep Medicine*
> *Diplomate: American Board of Otolaryngology, American Board of Facial Plastic and Reconstructive Surgery*
> *Fellow: American Academy of Otolaryngic Allergy*
> *Member: American Academy of Sleep Medicine*
>
> 
>
> www.southcarolinaent.com

Robert Puchalski

From: Robert Puchalski
Sent: Monday, November 30, 2009 6:13 PM
To: Tammy Szymanski
Subject: RE: 11 Pocosin Ct.

No. Please forward to Amy.

Robert Puchalski, MD, FAAOA
Managing Shareholder
South Carolina ENT, Allergy & Sleep Medicine
AAO-HNS Delegate, American Medical Association
www.SouthCarolinaENT.com

From: Tammy Szymanski
Sent: Monday, November 30, 2009 4:17 PM
To: Robert Puchalski
Subject: 11 Pocosin Ct.

I received a tax bill from Richland County for 11 Pocosin Ct in Amy Puchalski's name. Is this a SCENT expense?

Tammy Szymanski
SC ENT, Allergy & Sleep Medicine
803-424-2210 (direct)

Jane Heinzelman

From: Armon, Bruce D. [BArmon@saul.com]
Sent: Sunday, February 14, 2010 7:03 PM
To: Ed White
Subject: SCENT/Dr. Dyce

Ed, thank you for your e-mail from 2.13, and I am glad we could speak earlier in the week. As of today, I do not recall receiving any of the Somnus documents you had mentioned to me during our previous conversations. Please e-mail the documents to me, as well as a status on all outstanding Somnus documents/transactions.

As you know, Orville is entitled to ask questions and receive timely and complete answers to any issue. As a 50% shareholder in SCENT, Orville is exercising his fiduciary duty by waiting for answers. If Orville is not involved in a decision before it is made nor provided any documents and then told he must immediately act, this is not fair to Orville or to SCENT. Respectfully, I would suggest he would not be exercising his fiduciary duty if he did not ask questions.

Orville has not seen any of the "new" professional liability documents. It is one thing to suggest that there is a savings in the annual premium. As you know, cost alone can not justify any decision. Except for the apparent premium reduction, Orville has no idea how, if at all, the new professional liability policy is different from the existing policy. Surely, you must agree that he is entitled to this information before he can make a decision that affects SCENT and him. Perhaps you can forward to Orville the current policy and the new policy and explain the differences in the two policies -- besides the cost premium.

Similarly, Orville has not received a sweep distribution for many months. He has not been given any explanation for this absence of payments. Orville has financial obligations and must ensure he is liquid to make these payments. Orville is being told there is an outstanding payment due by SCENT for some new construction and that it must be paid immediately. Again, it is entirely appropriate for Orville to ask why SCENT has no money to pay this construction note, and Orville has received no sweep distribution, and Orville continues to work very hard and in a productive manner for SCENT. Where is the money if it is not in SCENT's bank account? Is there a problem with collections? Is there a large A/R balance? Are the receivables being spent elsewhere? These are each appropriate questions.

As you and I discussed during our most recent phone call, Orville was asked to approve a note from Dr. Puchalski to SCENT where Dr. Puchalski would receive 10% interest. I shared my concern that this was not at market rate. You agreed that this was a legitimate question for Orville to raise. I am not aware that this issue has been addressed.

Please let me know how I can be of further assistance so that Drs. Puchalski and Dyce can both work towards the best interests of SCENT. If it would be helpful for me to communicate directly with you and Dr. Puchalski and Dr. Dyce to resolve the outstanding contract issues we discussed, please let me know. Thank you, in advance, for forwarding the outstanding documents.

Regards, Bruce

Bruce D. Armon
Saul Ewing LLP
1500 Market Street, 38th Floor
Centre Square West
Philadelphia, PA 19102
barmon@saul.com
(215) 972-7985 or 1-800-355-7777, x7985
(215) 972-4155 (fax)

"Saul Ewing LLP <saul.com>" made the following annotations

CONFIDENTIAL

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CONFIDENTIAL

Robert Puchalski

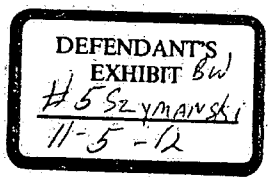
From:	Robert Puchalski
Sent:	Thursday, August 20, 2009 4:24 PM
To:	Tammy Szymanski
Cc:	Dr Dyce
Subject:	Auto Expense

Tammy:

Just a quick review on the future breakdown on the car expense:

- $1000/month covered by the practice
- $500 covered by my personal account (represents the balance of the payment)

Robert Puchalski, MD, FAAOA
Managing Shareholder
South Carolina ENT, Allergy & Sleep Medicine
AAO-HNS Delegate, American Medical Association
www.SouthCarolinaENT.com



Robert Puchalski

From:	Robert Puchalski
Sent:	Tuesday, February 16, 2010 4:15 PM
To:	Tammy Szymanski
Cc:	Ed White; Theresa Williams
Subject:	Re: Malpractice Insurance

Not sure. Are there written policies he could view? Could you give him the reps to speak with directly?

Sent from my iPhone
Robert Puchalski, MD

On Feb 16, 2010, at 12:49 PM, "Tammy Szymanski" <TSzymanski@southcarolinaent.com> wrote:

I am not sure what his email is asking with regard to seeing "contracts".

Thanks,

Tammy

From: Dr Dyce
Sent: Tuesday, February 16, 2010 11:18 AM
To: Tammy Szymanski
Subject: Re: Malpractice Insurance

So there is absolutely no negative? Would I be able to see the contracts from each company for myself?

Sent from my iPhone

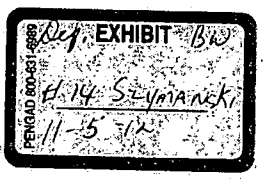
Orville Dyce MD

SCENT, Allergy & Sleep Medicine

On Feb 16, 2010, at 11:04 AM, "Tammy Szymanski" <TSzymanski@southcarolinaent.com> wrote:

<image001.gif>

Good morning:



Below I have outlined the benefits of switching to Medical Protective from JUA and PCF which I presented during the Board meeting.

Suits cannot be settled without the consent of the physician.

First year 50% discount for physician (Dr. Paul)

Entity limit is not shared with physician's limits (more coverage overall-1M, 3M for each doc and practice) Currently those limits are shared with the entity, so the 1M, 3M would be split between the doctor and practice if a judgment is entered.

Medical Protective is an A++ rated insurance company (highest rating).

Savings: 28,739 for the year.

I apologize if my presentation was not clear during the Board meeting. Was there any other information outside of the above that you were looking for? Please let me know if you have any questions.

Thank you.

Tammy Szymanski

South Carolina ENT, Allergy & Sleep Medicine, PA

803-424-2210 (direct)

SCENT DEF Exhibit 92

Robert Puchalski

From: Robert Puchalski
Sent: Monday, February 22, 2010 7:56 PM
To: Tammy Szymanski
Subject: RE: Respironics invoice

I would ask for the documents back, unless you have a backup. Let's address this Wednesday AM.

Robert Puchalski, MD
Managing Shareholder
South Carolina ENT, Allergy & Sleep Medicine, PA
www.SouthCarolinaENT.com

Confidentiality and Disclosure Notice

This message is intended exclusively for the individual or entity to which it is addressed. This communication may contain information that is proprietary, privileged, confidential or otherwise legally exempt from disclosure. All comments made are strictly those of Robert Puchalski, MD and not necessarily those of South Carolina ENT, Allergy, and Sleep Medicine, PA.

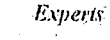
If you are not the named addressee, you are not authorized to read, print, retain, copy or disseminate this message or any part of it. If you have received this message in error, please notify the sender immediately by replying to this e-mail and delete all copies of this message.

From: Tammy Szymanski
Sent: Monday, February 22, 2010 12:55 PM
To: Robert Puchalski
Cc: Theresa Williams
Subject: Respironics invoice

I received statement of account today from Respironics showing a past due of $34,492. I do get calls 3 or 4 times per week too. Are we moving forward with this? I have been getting calls from them to finalize the lease documents, but I have not received those back from Dr. Dyce (he was to review).

Tammy Szymanski
South Carolina ENT, Allergy & Sleep Medicine, PA
803-424-2210 (direct)

Experts at Delivering Equipment Finance Solutions



An Affiliate of TCF Financial Corp. (NYSE: TCB)

From: Tammy Szymanski [mailto:TSzymanski@southcarolinaent.com]
Sent: Monday, March 01, 2010 12:03 PM
To: Darren P.. Grazier
Subject: RE: VGMFS Lease Documents (South Carolina ENT, Allergy & Sleep Medicine, PA.)

Darren: Dr. Puchalski can sign this document tomorrow, however, there is a place for Dr. Dyce to sign. Is this really necessary? Dr. Dyce is not normally on hand to sign documents and the S Corp was set up specifically to have Dr. Puchalski as managing shareholder/signer for all corporate docs.

Thanks,

Tammy

From: Darren P.. Grazier [mailto:dgrazier@vgmfs.com]
Sent: Thursday, February 25, 2010 12:31 PM
To: Tammy Szymanski
Subject: VGMFS Lease Documents (South Carolina ENT, Allergy & Sleep Medicine, PA.)

Attached are the lease documents you requested.

- These documents are time sensitive
- Please sign and return within 48 hours
- VGMFS accepts your returned documents by fax
  - For faster processing, please photocopy your check and return with your faxed documents

If you have any questions, please feel free to contact Adam Christoffersen at 866-606-7996 or your Sales Representative.

SCENT DEF Exhibit 93

Thank you! VGMFS appreciates the opportunity to finance your equipment and assist with the growth of your company.

Report of All ICD-9 Procedures Done - By Procedure

Carolina Pines RMC

Patients Discharged between 10/1/2010 and 2/4/2011

Orville Dyce, MD

Procedure		
9250	EAR MICROSCOPY EXAMINATIO	
	97504	1
9308	ELECTROMYOGRAPHY	
	9308	1
9354	APPLICATION OF SPLINT	
	9354	1
95874	Guide nerv destr needle emg	
	95874	1
9652	IRRIGATION OF EAR	
	9652	1
9721	REPLACE NASAL PACKING	
	9721	1
9811	REMOV INTRALUM EAR FB	
	9811	2
9929	INJECT/INFUSE NEC	
	9929	4
Grand Total:		388

Report of All ICD-9 Procedures Done - By Procedure

Carolina Pines RMC

Patients Discharged between 10/1/2010 and 2/4/2011

Orville Dyce, MD

Procedure	
7678	CL REDUCE FACIAL FX NEC
7678	1
7692	SYN IMPLANT TO FACE BONE
7692	1
8319	SOFT TISSUE DIVISION NEC
8319	1
8604	OTHER SKN & SUBQ I & D
8604	2
863	OTHER LOCAL DESTRUC SKIN
863	1
864	RADICAL EXCIS SKIN LES
864	1
8674	ATTACH PEDICLE GRAFT NEC
8674	1
8871	DX ULTRASOUND-HEAD/NECK
8871	1
8897	OTH AND UNSPECIFIED MRI
8897	1

SCENT DEF Exhibit 97

4954

Report of All ICD-9 Procedures Done - By Procedure

Carolina Pines RMC

Patients Discharged between 1/1/2010 and 2/4/2011

Orville Dyce, MD

Procedure	
43450 DILATE ESOPHAGUS	
43450	3
61782 Scan proc cranial extra	
61782	2
64613 Destroy nerve, neck muscle	
64613	1
69000 DRAIN EXTERNAL EAR LESION	
69000	1
69145 REMOVE EAR CANAL LESION(S)	
69145	1
69205 CLEAR OUTER EAR CANAL	
69205	2
69424 REMOVE VENTILATING TUBE	
69424	1
69436 CREATE EARDRUM OPENING	
69436	34
69610 REPAIR OF EARDRUM	
69610	2

SCENT DEF Exhibit 97

00611

Report of All ICD-9 Procedures Done - By Procedure

Carolina Pines RMC

Patients Discharged between 10/1/2010 and 2/4/2011

Orville Dyce, MD

Procedure	
42820 REMOVE TONSILS AND ADENO	
42820	14
42821 REMOVE TONSILS AND ADENO	
42821	11
42825 REMOVAL OF TONSILS	
42825	2
42830 REMOVAL OF ADENOIDS	
42830	20
42831 REMOVAL OF ADENOIDS	
42831	1
42835 REMOVAL OF ADENOIDS	
42835	1
4292 ESOPHAGEAL DILATION	
4292	4
43200 ESOPHAGUS ENDOSCOPY	
43200	5
43202 ESOPHAGUS ENDOSCOPY, BIOP	
43202	1

SCENT DEF Exhibit 97

4956

Report of All ICD-9 Procedures Done - By Procedure

Carolina Pines RMC

Patients Discharged between 10/1/2010 and 2/4/2011

Orville Dyce, MD

Procedure	
4019 LYMPHATIC DIAG PROC NEC	
4019	1
41010 INCISION OF TONGUE FOLD	
41010	1
41110 EXCISION OF TONGUE LESION	
41110	1
41114 EXCISION OF TONGUE LESION	
41114	1
41115 EXCISION OF TONGUE FOLD	
41115	1
4222 ESOPHAGOSCOPY THRU STOMA	
4222	1
4223 ESOPHAGOSCOPY NEC	
4223	5
4224 CLOSED ESOPHAGEAL BIOPSY	
4224	4
42810 EXCISION OF NECK CYST	
42810	1

Report of All ICD-9 Procedures Done - By Procedure

Carolina Pines P.M.G.

Patients Discharged between 10/1/2010 and 2/4/2011

Orville Dyer, MD

Procedure	
31536 Laryngoscopy w/bx & op scope	
31536	3
31575 DIAGNOSTIC LARYNGOSCOPY	
31575	1
31622 DX BRONCHOSCOPE/WASH	
31622	2
31625 BRONCHOSCOPY W/BIOPSY(S)	
31625	1
3173 TRACHEA FISTULA CLOS NEC	
3173	1
3521 BRONCHOSCOPY THRU STOMA	
3521	4
3522 FIBER-OPTIC BRONCHOSCOPY	
3522	1
3523 OTHER BRONCHOSCOPY	
3523	2
3524 ENDOSCOPIC BRONCHUS BX	
3524	1

SCENT DEF Exhibit 97

4958

Report of All ICD-9 Procedures Done - By Procedure

Carolina Pines RMC

Patients Discharged between 10/1/2010 and 2/4/2011

Orville Dyce, MD

Procedure	
31231 NASAL ENDOSCOPY, DX	
31231	29
31255 REMOVAL OF ETHMOID SINUS	
31255	3
31267 ENDOSCOPY, MAXILLARY SINU	
31267	2
31276 SINUS ENDOSCOPY, SURGICAL	
31276	1
31288 NASAL/SINUS ENDOSCOPY, SUR	
31288	2
3142 LARYNGOSCOPY/TRACHEOSCO	
3142	12
3143 CLOSED LARYNGEAL BIOPSY	
3143	3
31525 Dx laryngoscopy excl ub	
31525	5
31526 Dx laryngoscopy w/oper scope	
31526	1

SCENT DEF Exhibit 97

00607

Report of All ICD-9 Procedures Done - By Procedure

Carolina Pines RMC

Patients Discharged between 10/1/2010 and 2/4/2011

Orville Dyce, MD

Procedure	
30000 DRAINAGE OF NOSE LESION	
30000	1
30140 Resect anterior turbinate	
30140	17
30465 REPAIR NASAL STENOSIS	
30465	2
30520 REPAIR OF NASAL SEPTUM	
30520	4
30802 Ablate inf turbinate submuc	
30802	1
30901 CONTROL OF NOSEBLEED	
30901	1
30930 Ther fx nasal inf turbinate	
30930	2
30999 NASAL SURGERY PROCEDURE	
30999	1
311 TEMPORARY TRACHEOSTOMY	
311	4

SCENT DEF Exhibit 97

4960

Report of All ICD-9 Procedures Done - By Procedure

Carolina Pines RMC

Patients Discharged between 10/1/2010 and 2/4/2017

Orville Dyce, MD

Procedure		
2559	REPAIR OF TONGUE NEC	
2559		1
2591	LINGUAL FRENOTOMY	
2591		1
2592	LINGUAL FRENECTOMY	
2592		1
270	DRAIN FACE & MOUTH FLOOR	
270		1
280	PERITONSILLAR I & D	
280		1
282	TONSILLECTOMY	
282		3
283	TONSILLECTOMY/ADENOIDEC	
283		27
286	ADENOIDECTOMY	
286		23
292	EXC BRANCHEAL CLEFT CYST	
292		1

00605

SCENT DEF Exhibit 97

4961

Report of All ICD-9 Procedures Done - By Procedure

Carolina Pines RMC

Patients Discharged between 10/1/2010 and 2/4/2011

Orville Dyce, MD

Procedure		
2189	NASAL REPAIR NEC	
2189		2
2219	NASAL SINUS DX PROC NEC	
2219		1
2241	FRONTAL SINUSOTOMY	
2241		1
2262	EXC MAX SINUS LESION NEC	
2262		2
2263	ETHMOIDECTOMY	
2263		5
2264	SPHENOIDECTOMY	
2264		2
2319	SURG TOOTH EXTRACT NEC	
2319		1
2501	NEEDLE BIOPSY OF TONGUE	
2501		1
251	DESTRUCTION TONGUE LES	
251		2

SCENT DEF Exhibit 97

Report of All ICD-9 Procedures Done - By Procedure

Carolina Pines RMC

Patients Discharged between 10/1/2010 and 2/4/2011

Orville Dyce, MD

Procedure	
2103	CAUTERY TO STOP EPISTAX
2103	1
211	INCISION OF NOSE
211	1
2121	RHINOSCOPY
2121	31
215	SUBMUC NASAL SEPT RESECT
215	1
2161	DIATHER/CRYO TURBINECTOM
2161	2
2162	TURBINATE FRACTURE
2162	3
2169	TURBINECTOMY NEC
2169	20
2171	CLOS REDUCTION NASAL FX
2171	3
2185	SEPTOPLASTY NEC
2185	2

Report of All ICD-9 Procedures Done - By Procedure

Carolina Pines RMC

Patients Discharged between 10/1/2010 and 2/4/2011

Orville Dyce, MD

Procedure	
11420 EXC H-F-NK-SP B9+MARG 0.5<	
11420	1
14020 Skin tissue rearrangement	
14020	1
14060 SKIN TISSUE REARRANGEMENT	
14060	1
1809 EXTERNAL EAR INCIS NEC	
1809	1
1811 OTOSCOPY	
1811	2
1829 DESTRUCT EXT EAR LES NEC	
1829	1
194 MYRINGOPLASTY	
194	3
2001 MYRINGOTOMY W INTUBATION	
2001	66
201 TYMPANOSTOMY TUBE REMOV	
201	7

4964

Report of All ICD-9 Procedures Done - By Procedure

Carolina Pines RMC

Patients Discharged between 10/1/2010 and 2/4/2011

Orville Dyce, MD

Procedure	
0039	OTHER CAS
0039	2
0602	REOPEN THYROID FIELD WND
0602	1
0611	THYROID NEEDLE BIOPSY
0611	1
062	UNILAT THYROID LOBECTOMY
062	2
064	COMPLETE THYROIDECTOMY
064	3
0652	TOT SUBSTERN THYROIDECT
0652	1
0822	EXCISE MINOR LES LID NEC
0822	1
0861	LID RECONST W SKIN GRAFT
0861	1
10061	DRAINAGE OF SKIN ABSCESS
10061	1

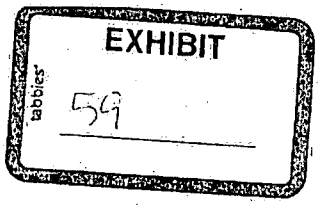
SCENT DEF Exhibit 97

EXHIBIT
tabbies
54

CAROLINA PINES REGIONAL MEDICAL CENTER
ENT (Otorhinolaryngology)

	25th %ile			35th %ile			55th %ile		
	Hospital			Clinic			Consolidated		
	Year One	Year Two	Year Three	Year One	Year Two	Year Three	Year One	Year Two	Year Three
Inpatient Revenue	46,606	48,936	51,383	0	0	0	46,606	48,936	51,383
Outpatient Revenue	2,283,702	2,397,887	2,517,781	1,516,844	1,592,686	1,672,321	3,800,546	3,990,573	4,190,102
Gross Revenue	2,330,305	2,446,823	2,569,165	1,516,844	1,592,686	1,672,321	3,847,152	4,039,510	4,241,485
Contractual Adjustments	1,710,328	1,795,844	1,885,637	879,770	923,758	969,946	2,590,098	2,719,602	2,855,583
Net Revenue	619,980	650,979	683,528	637,074	668,928	702,375	1,257,054	1,319,907	1,385,903
	26.6%	26.6%	26.6%	42%	42%	42%	33%	33%	33%
Salaries	74,398	79,419	83,390	653,600	569,600	576,435	727,998	649,019	659,826
Benes	16,367	17,472	18,346	36,592	40,983	45,901	52,959	58,455	64,247
Supplies	123,996	130,196	136,706	20,000	21,000	22,050	143,996	151,196	158,756
Pro Fees	0	0	0	0	0	0	0	0	0
Outside Services	6,200	6,510	6,835	47,781	50,170	52,678	53,980	56,679	59,513
Prov for Bad Debt	12,400	13,020	13,671	12,741	13,379	14,047	25,141	26,398	27,718
Rent	0	0	0	42,000	44,100	46,305	42,000	44,100	46,305
Other Operating	7,440	7,812	8,202	17,850	18,743	19,680	25,290	26,554	27,882
Total Operating Expenses	240,800	254,429	267,150	830,564	757,974	777,096	1,071,364	1,012,402	1,044,247
Operating Profit	379,180	396,550	416,378	(193,490)	(89,046)	(74,721)	185,690	307,505	341,656
	61.2%	60.9%	60.9%	-30.4%	-13.3%	-10.6%	14.8%	23.3%	24.7%

*** Though physician would most likely be paid Call-pay (Pro-fees), did not recognize here as he would just assume amounts currently paid to others
**** SC ENT currently sees a very low percentage of Self-pay business
***** Hospital number based on Dyce ramp up of April through Oct 2009 (used time period for paid claims data) plus Aug, Sept & Oct multiplied by 2 and added again for 12 month history
****** Clinic salary dollars for the 1st year include sign-on bonus



The State of South Carolina

Office of Secretary of State Mark Hammond

Certificate of Existence

I, Mark Hammond, Secretary of State of South Carolina Hereby certify that:

HARTSVILLE ENT, LLC, A Limited Liability Company duly organized under the laws of the State of South Carolina on August 24th, 2010, with a duration that is at will, has as of this date filed all reports due this office, paid all fees, taxes and penalties owed to the Secretary of State, that the Secretary of State has not mailed notice to the company that it is subject to being dissolved by administrative action pursuant to section 33-44-809 of the South Carolina Code, and that the company has not filed articles of termination as of the date hereof.

Given under my Hand and the Great Seal of the State of South Carolina this 27th day of August, 2010.

Mark Hammond

Mark Hammond, Secretary of State

EXHIBIT

10

Form 1040 U.S. Individual Income Tax Return 2008

(99) IRS Use Only - Do not write or staple in this space.

OMB No. 1545-0074

Label (See instructions on page 14.) Use the IRS label. Otherwise, please print or type.	For the year Jan. 1-Dec. 31, 2008, or other tax year beginning , 2008, ending , 20	
	Your first name and initial: ORVILLE H	Last name: DYCE
	If a joint return, spouse's first name and initial: JAMIE C	Last name: CURLEY
	Home address (number and street). If you have a P.O. box, see page 14. [redacted]	Apt. no.
	City, town or post office, state, and ZIP code. If you have a foreign address, see page 14. [redacted]	
Presidential Election Campaign	Check here if you, or your spouse if filing jointly, want $3 to go to this fund. (See page 15.)	You / Spouse

Your social security number: [redacted]

Spouse's social security number: [redacted]

You must enter your SSN(s) above.

Checking a box below will not change your tax or refund.

Filing Status (Check only one box.)

1 [ ] Single
2 [X] Married filing jointly (even if only one had income)
3 [ ] Married filing separately. Enter spouse's SSN above and full name here. ▶
4 [ ] Head of household (with qualifying person). (See page 16.) If the qualifying person is a child but not your dependent, enter this child's name here. ▶
5 [ ] Qualifying widow(er) with dependent child (see page 16)

TAXPAYER'S COPY

Exemptions

6a [X] Yourself. If someone can claim you as a dependent, do not check box 6a
b [X] Spouse
c Dependents:

(1) First name / Last name	(2) Dependent's social security number	(3) Dependent's relationship to you	(4) ✓ if qualifying child for child tax credit (see page 17)
RAINN A DYCE	654 26 7737	DAUGHTER	X
ELLA C DYCE	655 30 4944	DAUGHTER	X

If more than four dependents, see page 17.

Boxes checked on 6a and 6b: 2
No. of children on 6c who: lived with you: 2; did not live with you due to divorce or separation (see page 18):
Dependents on 6c not entered above:
Add numbers on lines above ▶: 4

d Total number of exemptions claimed: 4

Income

Attach Form(s) W-2 here. Also attach Forms 2G and 1099-R if tax was withheld.

If you did not get a W-2, see page 21.

Enclose, but do not attach, any payment. Also, please use Form 1040-V.

7	Wages, salaries, tips, etc. Attach Form(s) W-2		7	285,004.
8a	Taxable interest. Attach Schedule B if required		8a	1,666.
b	Tax-exempt interest. Do not include on line 8a	8b 2,313.		
9a	Ordinary dividends. Attach Schedule B if required		9a	4,805.
b	Qualified dividends (see page 21)	9b 3,883.		
10	Taxable refunds, credits, or offsets of state and local income taxes	STMT 1 STMT 3	10	0.
11	Alimony received	STMT 6	11	
12	Business income or (loss). Attach Schedule C or C-EZ		12	-30,157.
13	Capital gain or (loss). Attach Schedule D if required. If not required, check here ▶ [ ]		13	3,365.
14	Other gains or (losses). Attach Form 4797		14	
15a	IRA distributions 15a	b Taxable amount	15b	
16a	Pensions and annuities 16a	b Taxable amount	16b	
17	Rental real estate, royalties, partnerships, S corporations, trusts, etc. Attach Schedule E		17	1,344,886.
18	Farm income or (loss). Attach Schedule F		18	
19	Unemployment compensation		19	
20a	Social security benefits 20a	b Taxable amount (see page 26)	20b	
21	Other income. List type and amount (see page 28)		21	
22	Add the amounts in the far right column for lines 7 through 21. This is your total income ▶		22	1,609,569.

Adjusted Gross Income

23	Educator expenses (see page 28)	23		
24	Certain business expenses of reservists, performing artists, and fee-basis government officials. Attach Form 2106 or 2106-EZ	24		
25	Health savings account deduction. Attach Form 8889	25		
26	Moving expenses. Attach Form 3903	26		
27	One-half of self-employment tax. Attach Sch. SE	27		
28	Self-employed SEP, SIMPLE, and qualified plans	28		
29	Self-employed health insurance deduction (see page 29)	29	12,589.	
30	Penalty on early withdrawal of savings	30		
31a	Alimony paid b Recipient's SSN ▶	31a		
32	IRA deduction (see page 30)	32		
33	Student loan interest deduction (see page 33) STMT 5	33		
34	Tuition and fees deduction. Attach Form 8917	34		
35	Domestic production activities deduction. Attach Form 8903	35		
36	Add lines 23 through 31a and 32 through 35		36	12,589.
37	Subtract line 36 from line 22. This is your adjusted gross income ▶		37	1,596,980.

TAXPAYER'S COPY

6-10001 11-10-08

Form **1040** EXTENSION GRANTED TO 10/17/11 U.S. Individual Income Tax Return **2010** (99) IRS Use Only - Do not write or staple in this space.

Name, Address, and SSN	For the year Jan. 1-Dec. 31, 2010, or other tax year beginning ... 2010, ending ... 20		OMB No. 1545-0074
	Your first name and initial: ORVILLE H	Last name: DYCE	Your social security number: [redacted]
	If a joint return, spouse's first name and initial: JAMIE C	Last name: CURLEY	Spouse's social security number: [redacted]
See separate instructions.	Home address (number and street). If you have a P.O. box, see instructions. [redacted]	Apt. no.	Make sure the SSN(s) above and on line 6c are correct.
Presidential Election Campaign	City, town or post office, state, and ZIP code. [redacted]		Checking a box below will not change your tax or refund.

Presidential Election Campaign ▶ Check here if you, or your spouse if filing jointly, want $3 to go to this fund ▶ ☐ You ☐ Spouse

Filing Status (Check only one box.)
1 ☐ Single
2 ☒ Married filing jointly (even if only one had income)
3 ☐ Married filing separately. Enter spouse's SSN above and full name here. ▶
4 ☐ Head of household (with qualifying person). If the qualifying person is a child but not your dependent, enter this child's name here. ▶
5 ☐ Qualifying widow(er) with dependent child

Exemptions
6a ☒ Yourself. If someone can claim you as a dependent, do not check box 6a
b ☒ Spouse
Boxes checked on 6a and 6b: 2
No. of children on 6c who:
- lived with you: 2
- did not live with you due to divorce or separation (see instructions):

Dependents on 6c not entered above:
Add numbers on lines above ▶: 4

c Dependents:

(1) First name / Last name	(2) Dependent's social security number	(3) Dependent's relationship to you	(4) ✓ if child under age 17 qualifying for child tax credit
RAINN A DYCE	654 26 7737	DAUGHTER	X
ELLA C DYCE	655 30 4944	DAUGHTER	X

If more than four dependents, see instructions and check here ▶ ☐

d Total number of exemptions claimed: 4

Income (Attach Form(s) W-2 here. Also attach Forms W-2G and 1099-R if tax was withheld.)

If you did not get a W-2, see page 20.

Enclose, but do not attach, any payment. Also, please use Form 1040-V.

7	Wages, salaries, tips, etc. Attach Form(s) W-2			7	578,694.
8a	Taxable interest. Attach Schedule B if required			8a	64.
b	Tax-exempt interest. Do not include on line 8a	8b	1,526.		
9a	Ordinary dividends. Attach Schedule B if required			9a	13,103.
b	Qualified dividends	9b	8,274.		
10	Taxable refunds, credits, or offsets of state and local income taxes	STMT 2 STMT 3		10	5,897.
11	Alimony received	STMT 6		11	
12	Business income or (loss). Attach Schedule C or C-EZ			12	-29,432.
13	Capital gain or (loss). Attach Schedule D if required. If not required, check here ▶ ☐			13	-3,000.
14	Other gains or (losses). Attach Form 4797			14	
15a	IRA distributions	15a 7,266.	b Taxable amount	15b	0.
16a	Pensions and annuities	16a	b Taxable amount	16b	
17	Rental real estate, royalties, partnerships, S corporations, trusts, etc. Attach Schedule E			17	73,694.
18	Farm income or (loss). Attach Schedule F			18	
19	Unemployment compensation			19	7,722.
20a	Social security benefits	20a	b Taxable amount	20b	
21	Other income. List type and amount: SEE STATEMENT 1			21	0.
22	Combine the amounts in the far right column for lines 7 through 21. This is your total income ▶			22	646,742.

Adjusted Gross Income

23	Educator expenses	23	
24	Certain business expenses of reservists, performing artists, and fee-basis government officials. Attach Form 2106 or 2106-EZ	24	
25	Health savings account deduction. Attach Form 8889	25	
26	Moving expenses. Attach Form 3903	26	
27	One-half of self-employment tax. Attach Schedule SE	27	
28	Self-employed SEP, SIMPLE, and qualified plans	28	
29	Self-employed health insurance deduction	29	
30	Penalty on early withdrawal of savings	30	
31a	Alimony paid b Recipient's SSN ▶	31a	
32	IRA deduction	32	
33	Student loan interest deduction	33	
34	Tuition and fees. Attach Form 8917	34	
35	Domestic production activities deduction. Attach Form 8903	35	
36	Add lines 23 through 31a and 32 through 35		36
37	Subtract line 36 from line 22. This is your adjusted gross income ▶		37 646,742.

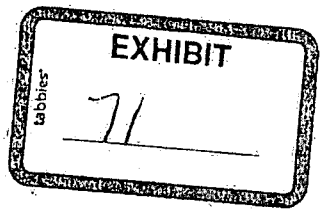
B10001 01-27-11

LHA For Disclosure, Privacy Act, and Paperwork Reduction Act Notice, see separate instructions. Form 1040 (2010)

DYCE/SCENT 1027

4968

SCENT DEF Exhibit 108



CAROLINA PINES
REGIONAL MEDICAL CENTER

Carolina Pines presents Dr. Orville Dyce's employment package for final approval.

REDACTED

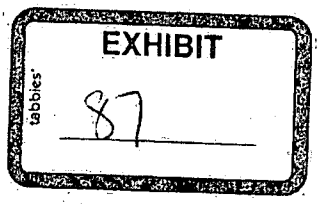
Dr. Dyce's intent is to transition to Private Practice within 12-18 months.

Terms:

Year 1	$485K base + wRVU
Year 2	$250K base + wRVU
Year 3	100% wRVU
Sign on Bonus	$25K
Commencement	$50K
Call Pay	$187/ 24 hours period

REDACTED

Dr. Dyce is respectfully submitted for approval.



Subject: RE: Engagement Letter & BAA

Donny is out of town, but checks his emails regularly. I've cc'd him and expect he will respond to the question on sole proprietorship soon. If Dr. Dyce comes in early as a partner, I guess it would make the answer easy.

Mike Grabowski
Medical Consultant Manager
ResourceOne Health Management Services, LLC
3101 Sunset Blvd.
P.O. Box 2044
West Columbia, SC 29171-2044

Phone: 803-461-2520
Fax: 803-461-2540
www.burkettcpas.com
www.burkettfs.com
www.resourceonehealth.com

From: Rebecca Gunnlaugsson [mailto:rgunnlaugsson@gmail.com]
Sent: Tuesday, April 06, 2010 5:33 AM
To: Mike Grabowski
Subject: Re: Engagement Letter & BAA

Thanks, Mike. Chad and I will review, sign and return ASAP. Chad is also pulling together all the information you and Julie asked for. We should be sending by the end of the week.

Can I ask one quick question? In setting up the practice as an LLC, it seems we can choose to file with the IRS as a Corp, a partnership, or a sole proprietorship. I assume we choose the latter of those, and if another partner decides to join Chad, it will then switch to partnership. Can you confirm for us before I go too far down one path?

Thank you,
Rebecca

On Apr 5, 2010, at 9:58 AM, Mike Grabowski <mikeg@burkettcpas.com> wrote:

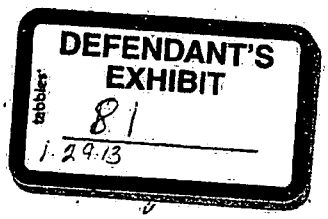
> **Pursuant to requirements related to practice before the Internal Revenue Service, Burkett, Burkett & Burkett C.P.A. P.A. is required to inform you that any tax advice that may be contained in this communication (including any attachments) is not intended to be used, and cannot be used, for purposes of (i) avoiding penalties imposed under the United States Internal Revenue Code or (ii) promoting, marketing or recommending to another person any tax-related matter addressed herein.**
>
> ---
>
> Please see attached. Contact either Julie or me if you have any questions.
>
> Mike
>
> Mike Grabowski
> Medical Consultant Manager
> ResourceOne Health Management Services, LLC
> 3101 Sunset Blvd.

OPERATING AGREEMENT
OF
SCENT LAND HOLDINGS, LLC

PARTIES

This Agreement, dated as of September 30, 2009, is among the following parties (the "Initial Members"):

1.	Amy Puchalski- Founding Member	3 Puddle Lane Camden, SC 29020
2.	Jamie Curley-Member	401 Woodland Drive Hartsville, SC 29550
3.	Robert Puchalski- Founding Manager	3 Puddle Lane Camden, SC 29020



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BACKGROUND

The Initial Members have formed the Company under the Limited Liability Company Act of the State of South Carolina (the "LLC Act"), [§33-44-101 et seq.] for the principal purpose of owning real estate in any Counties in South Carolina in which they may transact business, and any other endeavors authorized by this Agreement. This Agreement sets forth the agreement among the parties as to the internal affairs of the Company and the conduct of its business.

TERMS AND CONDITIONS

The parties, intending to be legally bound, agree as follows:

SECTION 1 PRELIMINARY PROVISIONS AND DEFINITIONS

1.1 EFFECTIVE DATE OF AGREEMENT

The effective date of this Agreement (the "Effective Date") shall be Sept 30th, 2009.

1.2 ENFORCEABILITY OF AGREEMENT

On the Effective Date and thereafter until the parties amend or terminate the Agreement, all rights, duties and liabilities of the Company and of the Members as Members shall be enforceable against the Company and the Members in accordance with the terms of the Agreement.

1.3 COMPANY FORMATION

A copy of the Articles of Organization (the "Articles") for the Company is attached to this Agreement as Exhibit A.

The Company shall be a legal entity separate and distinct from its Members.

1.4 COMPANY

The name of the Company shall be SCENT Land Holdings, LLC but shall be referred to in this document as the "Company".

1.5 PRINCIPAL PLACE OF BUSINESS OF COMPANY

Upon its formation, the Company's principal place of business shall be 1165 Highway 1 South, Lugoff, South Carolina 29078. The Manager may change the Company's principal place of business from time to time upon reasonable notice to the Members.

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DYCE/SCENT 41

4972

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1.6 COMPANY DURATION

The duration of the Company shall be indefinite.

1.7 COMPANY PURPOSE

The Company's principal purpose shall be owning real estate in any Counties in South Carolina in which they may transact business, and any other endeavors authorized under this Agreement.

1.8 COMPANY POWERS

Except as expressly otherwise provided in this Agreement, the Company shall have all powers provided to Companies under the LLC Act.

1.9 COMPANY REGISTERED AGENT AND REGISTERED OFFICE

The Company's registered agent and registered office shall be as set forth in the Articles.

1.10 MEMBERS

A. On the date of formation of the Company, the Initial Members shall be the only Members of the Company. Additional Members shall be admitted to the Company in accordance with Section 5. "Members" are individuals who are either physicians employed by or in partnership with South Carolina ENT, Allergy and Sleep Medicine, P.A. or their spouse.

B. Disinterested Members are those Members claiming to have been harmed or injured in some fashion by and act or omission of the Manager acting on behalf of the Company.

1.11 LIMITED LIABILITY OF MEMBERS

No Member shall be personally obligated to any third party for any debt, obligation or liability of the Company solely by reason of being a Member. Members shall be liable for their conduct other than as Members as provided by law.

1.12 FIDUCIARY DUTIES AND LIABILITIES OF MEMBERS

Except as otherwise expressly provided in this Agreement, no Member in the Member's capacity as a Member shall have any fiduciary duties or liabilities to the Company or to the

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4973

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other Members under this Agreement except to the extent of their participation in the management of the Company. For purposes of this Section 1.12:

(a) A Member's voting on Member Matters (as defined in Section 3.1) shall not constitute participation in the management of the Company;

(b) A Member's obtaining and using Company information shall constitute participation in the management of the Company as determined under applicable case law and under the relevant facts and circumstances.

1.13 RESERVATION OF COMPANY MANAGEMENT TO A MANAGER OR MANAGERS; APPOINTMENT OF INITIAL MANAGER

Except as otherwise expressly provided in this Agreement, the management of the business and internal affairs of the Company shall be reserved to one or more managers (the "Manager"). The initial Manager of the Company shall be Robert Puchalski.

1.14 TAXATION OF COMPANY AND MEMBERS

Under federal tax law and to the maximum extent possible under the tax laws of each state and the District of Columbia, the Company and its Members shall be taxable as a partnership and as partners.

The provisions of this Agreement shall be construed and applied in such a manner as to ensure full compliance with the provisions of the Internal Revenue Code applicable to partnerships and with the regulations thereunder.

1.15 ANNUAL ACCOUNTING PERIOD OF COMPANY

The Company's annual accounting period for financial and tax purposes shall be the calendar year.

1.16 COMPANY METHOD OF ACCOUNTING

The Company shall use the cash method of accounting to compute its taxable income.

1.17 ADDITION OF COMPANY AS PARTY TO AGREEMENT

Promptly after the formation of the Company, the Members and Manager shall sign this Agreement on behalf of the Company, and the Company shall become a party to the Agreement.

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DYCE/SCENT 43

4974

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1.18 EFFECT OF LLC ACT

Except as otherwise provided in this Agreement or by law, the business and internal affairs of the Company shall be governed by the Company Act as in effect on the Effective Date.

1.19 RELATION OF AGREEMENT TO ARTICLES

If there is any conflict between the provisions of this Agreement and those of the Articles, then, in any dispute among the Members, the provisions of this Agreement shall prevail.

1.20 AMENDMENT OF AGREEMENT AND ARTICLES

No amendment of this Agreement or of the Articles shall be valid except upon the affirmative vote of all Members.

1.21 QUALIFICATION OF COMPANY IN OTHER JURISDICTIONS

Before conducting business in any jurisdiction other than South Carolina, the Company shall file all forms and shall do all other things required under the laws, including the tax laws, of that jurisdiction in order to conduct that business.

1.22 FOUNDING MEMBER AND MANAGER

Amy Puchalski shall be deemed Founding Member and Robert Puchalski shall be deemed Founding Manager for as long as they shall be associated with the Company in any way. As such, the Founding Member and Manager are vested with certain authorities and powers as set forth herein.

1.23 VOTING

Until the Company has more than four (4) Members, the vote of a majority of the Members shall control any vote taken. In the event of a tie vote, the Founding Member's vote shall break the tie. Once there are five (5) Members, the language referenced in this document requiring a majority vote shall be interpreted in accordance with this provision of section 1.22 and the vote of Seventy-five (75%) percent of the Members shall control any vote taken.

1.24 APPLICABILITY OF NAME

References in this agreement to South Carolina ENT, Allergy and Sleep Medicine, P.A., shall include references to it's predecessors, Kershaw ENT, South Carolina ENT & Facial Plastic Surgery, Inc. and any subsequently re-named physician practice containing all, or substantially all, of the existing shareholders of South Carolina ENT, Allergy and Sleep Medicine, P.A.

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4975

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SECTION 2 MEMBERS' CONTRIBUTIONS TO COMPANY, ETC.

2.1 CLASSES OF MEMBERS

The Company shall have a single class of Members.

2.2 CONTRIBUTIONS TO BE MADE BY MEMBERS IN EXCHANGE FOR THEIR MEMBERSHIPS

Promptly after the Company's formation, the Initial Members shall, in exchange for their Memberships, make contributions to the Company of the cash, non-cash property and services and the promises of cash, non-cash property and services as provided in the attached Exhibit A.

Members admitted to the Company after its formation shall make contributions in exchange for their Memberships as set forth in amendments to that exhibit.

2.3 VALUATION OF NON-CASH CONTRIBUTIONS

Before any Member makes a contribution to the Company in a form other than money, the manager shall determine the value of that contribution in dollars. In the absence of fraud and after consultation with the Company's Tax Advisor, the Founding Manager's determination shall be conclusive as to that value.

2.4 ENFORCEABILITY OF PROMISES TO MAKE CONTRIBUTIONS

No promise by a Member to make a contribution to the Company shall be enforceable unless set forth in this Agreement or in another writing signed by the Member.

2.5 DUTY OF DISABLED MEMBERS TO MAKE CONTRIBUTIONS, ETC.; COMPROMISES

Members or their representatives shall be obligated to perform enforceable promises to make contributions to the Company even if the Members are unable to do so because of their disability, death or otherwise. No such promise shall be compromised except by vote of a majority of the Members.

2.6 PENALTIES FOR FAILURE TO CONTRIBUTE

If any Member fails to make a contribution required or agreed to under 2.4, the other Members by vote of Members holding a majority of Member votes (exclusive of the votes

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4976

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of the Member failing to make the contribution) may impose upon the Member any penalty that the other Members agree is reasonable in the circumstances, including:

(a) Reduction or elimination of the Member's proportionate interest in the Company;

(b) Forfeiture of all or a portion of the Member's Membership rights; or

(c) Sale of all or a portion of the Member's Membership rights.

In determining which penalty to apply under this Section 2.6, the Members shall consult with the Company's accountant under Section 15.

2.7 NO INTEREST ON CONTRIBUTIONS

The Members shall earn no interest on their contributions under this Section 2.

SECTION 3 MEMBERS' NON-ECONOMIC RIGHTS

3.1 MATTERS ON WHICH MEMBERS MAY VOTE

Members in their capacity as Members shall have the right to vote on the following types of matters ("Member Matters"):

(a) All matters on which this Agreement expressly provides them with a right to vote.

3.2 NUMBER OF VOTES THAT MEMBERS MAY CAST

Except as otherwise expressly provided in this Agreement, each Member shall have one vote on each Member Matter for:

(a) Each percentage of ownership the Member has in the company; and

3.3 NUMBER OF VOTES NECESSARY TO DECIDE MEMBER MATTERS

Except as otherwise expressly provided in this Agreement, each Member Matter shall be decided by the affirmative vote of Members holding a majority of Member votes. In the event of a tie by the Members, the Founding Member shall vote to break the tie.

3.4 PROCEDURAL RULES GOVERNING MEMBER VOTING

In the absence of fraud or bad faith, no vote by the Members on any Member Matter shall be

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DYCE/SCENT 46

4977

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deemed to be invalid on any procedural or similar ground, including any ground relating to lack of notice, lack of meeting, lack of quorum, or failure to record votes;

PROVIDED, that the Manager shall use his reasonable best efforts to make a written record of each significant vote by the Members and to circulate these records on a timely basis among the Members.

In the event a Member cannot be present at a properly called meeting for any reason, the Member may submit a proxy to the Theresa Williams, or the then acting Office Manager, indicating to whom the proxy is given. The proxy may, but is not required to, dictate a certain vote to the proxy recipient.

No vote on a matter requiring Member vote, including but not limited to the purchase or sale of real estate, can be called to question by anyone other than the Manager.

For purposes of this Section 3.4, the terms "procedural or similar ground" shall be construed broadly. Members may vote on Member Matters in person, by phone, by fax or by any other reasonable means.

3.5 MEMBERS HAVE NO AGENCY RIGHT OR POWER

No Member as a Member shall have the right or power to bind the Company in dealings with third parties, in statements about the Company or in any other manner.

3.6 RIGHT OF MEMBERS TO OBTAIN COMPANY INFORMATION

During normal business hours and after reasonable notice, each Member shall be entitled for any purpose reasonably related to the Member's Membership:

To view any financial information in the Company's possession or control; and

To inspect and, at the Member's expense, to copy any documents and other media in the Company's possession or control;

PROVIDED, that all information thus acquired by the Member shall be subject to the provisions of Section 11 (relating to the confidentiality of certain Company information).

3.7 RIGHT OF MEMBERS TO BRING ACTIONS AGAINST, IN THE NAME OF OR ON BEHALF OF THE COMPANY OR AGAINST OTHER MEMBERS

3.7.1 GENERAL PROHIBITION OF SUITS

No Member in the Member's capacity as a Member may bring an action in law or equity

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DYCE/SCENT 47

4978

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against the Company or against any other Member in the other Member's capacity as a Member in any court for any reason except to enforce an arbitration order under Section 19.

3.7.2 VOTING REQUIREMENT FOR SUITS

No Member may bring a suit or action against any person in the name of or on behalf of the Company except with the affirmative vote of other Members holding a majority of Member votes (exclusive of the votes of the Member seeking to bring suit).

3.7.3 ARBITRATION

Any Member may assert in arbitration under Section 19 any claim that could be asserted in any suit or action against, in the right of or in the name of the Company.

SECTION 4 INTERIM ALLOCATIONS AND DISTRIBUTIONS TO MEMBERS; GUARANTEED PAYMENTS, ETC.

4.1 INTERIM ALLOCATIONS OF COMPANY PROFITS AND LOSSES

The Company shall make interim allocations of its profits and losses (as defined in Section 4.3)
among the Members in proportion to their respective shares of aggregate contributions to the Company;

PROVIDED, that the Company shall allocate its income, gains, deductions and other tax items to Members in respect of contributed non-cash property in accordance with Internal Revenue Code section 704 (c) (1) (A) and the regulations thereunder.

For purposes of this Section 4, contributions shall (except as otherwise expressly provided in this Agreement) include only the value of contributions which the Company has actually received from the Members and has not returned.

4.2 ALLOCATIONS OF INTERIM DISTRIBUTIONS

The Company shall allocate to the Members Interim Distributions (as defined in Section 4.3) on the same basis on which it allocates its profits and losses.

4.3 DEFINITION OF INTERIM ALLOCATION AND INTERIM DISTRIBUTION

For purposes of this Section 4, the term "Interim Allocation" and "Interim Distribution" shall mean, respectively, any allocation of profits or losses among the Members and any

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DYCE/SCENT 48

4979

SCENT DEF Exhibit 115

distribution of profits or other assets by the Company to the Members as their share of Company assets except allocations and distributions in connection with:

(a) The liquidation of a Member's Company interest (as the term "Company interest" is defined in Section 4.4); and

(b) The liquidation of the Company.

4.4 DEFINITION OF COMPANY INTEREST

For purposes of this Agreement, a Member's Company interest shall mean

(a) The Member's share of the Company's profits and losses; and

(b) The Member's right to receive distributions of the Company's assets.

4.5 DISTRIBUTIONS IN KIND

If this Agreement or applicable law requires the Company to make an Interim Distribution to any Member, the Member may not require the Company to make this distribution except in the form of cash. The Company may not compel a Member to accept an Interim Distribution except in the form of cash.

4.6 NO COMPANY DUTY TO MAKE INTERIM DISTRIBUTIONS

The Company shall have no duty to make Interim Distributions except as expressly provided in this Agreement or as determined from time to time by the Founding Manager, or his successor.

4.7 TAX DISTRIBUTIONS

In the event sufficient cash exists and the Founding Manager or his successor deems it prudent to do so, the Company shall make Interim Distributions to the Members to enable them to pay taxes on allocations to them of Company profits.

4.8 LIQUIDATING DISTRIBUTIONS

The Company shall make distributions to Members in connection with the liquidation of their Company interests in accordance with Section 5. The Company shall make distributions to Members in connection with the liquidation of the Company in accordance with Section 16.

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DYCE/SCENT 49

4980

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4.9 UNLAWFUL DISTRIBUTIONS

The Company shall make no Unlawful Distribution of its assets to any Member. For purposes of this Section 4.9, a distribution is an Unlawful Distribution:

(a) If, as a result of the distribution, the Company would be unable to pay its reasonably foreseeable obligations as they become due; or

(b) If the distribution is unlawful under the Company Act as in effect from time to time.

4.10 LIABILITY FOR AUTHORIZING OR RECEIVING UNLAWFUL DISTRIBUTIONS

Members who vote to authorize Unlawful Distributions or who receive these distributions shall be liable as provided in the Company Act.

4.11 REIMBURSEMENT OF EXPENSES

If any Member or manager incurs a reasonable expense on behalf of the Company and reasonably documents this expense to the Company, the Company shall reimburse the Member for this expense as promptly as reasonably possible after receiving this documentation. A Reasonable Expense shall be deemed to be reasonable and reimbursable upon agreement by the Founding Manager, or his successor, after consultation with the Company Tax Advisor.

SECTION 5 TRANSFERS AND PLEDGES OF MEMBERSHIP RIGHTS, ETC.

5.1 RESTRICTIONS ON RIGHT OF MEMBERS TO TRANSFER AND PLEDGE THEIR MEMBERSHIP RIGHTS

Except as may be provided herein, any transfer or sale of economic or non-economic Member rights shall be directly to the Company, a physician member of South Carolina ENT, Allergy and Sleep Medicine, P.A., or the current spouse of a physician member of South Carolina ENT, Allergy and Sleep Medicine, P.A.. Upon the purchase by the Company of a Member's rights hereunder, the ownership percentages of the remaining Members shall be automatically adjusted so that each remaining Member shares equally in the profits and losses of the Company. The intent of this provision is that every Member shall be just as vested in the Company as any other Member.

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DYCE/SCENT 50

4981

SCENT DEF Exhibit 115

ANY PURCHASE OF NEW MEMBERSHIP OR SURRENDER (BUY-IN OR BUY-OUT) OF EXISTING MEMBERSHIP, FOR ANY REASON DESCRIBED HEREIN, SHALL BE BASED UPON THE VALUATION AND PROCEDURE IDENTIFIED IN SECTION 5.5. BUYOUT DUE TO DEATH, DISABILITY, RETIREMENT OR DISSOCIATION WILL BE VALUED AND PAID ACCORDING TO THE TERMS IDENTIFIED HEREIN.

5.2 DEFINITION OF TRANSFER

For purposes of this Section 5, "transfer" shall include:

(a) Transfers by sale;

(b) Transfers by gift;

(c) Transfers (whether by will, trust or otherwise) taking effect on the death of the transferor; and

(d) Involuntary transfers, including transfers by operation of law and pursuant to divorce and bankruptcy decrees.

Transfers and pledges in breach of the terms of this Section 5 shall be void and of no effect.

5.3 ADMISSIONS OF ADDITIONAL MEMBERS BY THE COMPANY

The Company shall admit no person as a Member of the Company after the Company's formation except upon the affirmative vote of Members holding 75% of Member votes.

5.4 ELECTION UNDER INTERNAL REVENUE CODE SECTION 754

Before any Member transfers any of the Member's rights as a Member to any person, the Members shall negotiate in good faith and shall agree whether to file an election under Internal Revenue Code section 754 to adjust the basis of Company property in connection with that transfer.

5.5 VALUATION OF MEMBERSHIP INTEREST AND BUYOUT

Subject to (C) herein, the value of the Member's equity shall be determined as follows:

The determination of value for a Member either a) buying in to, at any time, or b) dissociating out of the Company after the first five (5) years of the member obtaining shares of SCENT Land Holdings, LLC and after the first seven and one-half (7.5) years of the member obtaining shareholder status in South Carolina ENT, Allergy and Sleep Medicine, P.A., shall be based on the appraised value of the assets of the property less any outstanding

CONFIDENTIAL

DYCE/SCENT 51

4982

SCENT DEF Exhibit 115

mortgage indebtedness and the Member's ownership percentage thereof (in the event the appraised value is less than the mortgage balance, use the mortgage balance to determine value); or,

(B) For a Member dissociating from the Company prior to the 5th anniversary of the Member obtaining their Membership shares in SCENT Land Holdings, LLC and the seven and on-half (7.5) year anniversary of obtaining shareholder status in South Carolina ENT, Allergy and Sleep Medicine, P.A., the value of the Member's interest shall be the Member's ownership percentage multiplied by the difference between the cost of land acquisition and the construction of the improvements/buildings on the property, as computed by the Founding Manager, after consultation with the Company Tax Advisor, less any outstanding mortgage indebtedness.

(C) In the event a Member withdraws from the Company prior to the previously stated anniversaries of obtaining Membership interest and the properties appraised value is below the actual cost of actual acquisition and construction of the improvements, the withdrawing Member shall be entitled only to the lower value of the Company as computed by processes A and B above.

(D) The Member withdrawing or dissociating from the Company, after five (5) years of the Member obtaining shares of SCENT Land Holdings, LLC and after seven and one-half (7.5) years of obtaining shareholder status with South Carolina ENT, Allergy and Sleep Medicine, P.A., shall pay for an MAI certified, market based appraisal of the property and if the Company and the Member disagree on the value shown on the appraisal, the Company will pay for an additional appraisal and the two figures shall be averaged to determine the value of the property

(E) For any Buy-out of Membership shares of the Company, the majority vote of the non-withdrawing Members of the Company shall vote to make buyout payments in either one payment or in equal payments spread out over no more than 5 years.

(F) For purposes of establishing dates of joining the company for the initial Members or Manager, Amy and Robert Puchalski's relative date is July, 2004 and Jamie Curley and Orville Dyce's relative date is July, 2007.

(G) Upon determination of the Buyout amount owed to the withdrawing Member, the Interim Distributions normally made to that Member shall cease and the withdrawing Member shall only be entitled to the funds due for buyout of that Member's interest in the Company.

CONFIDENTIAL

DYCE/SCENT 52

4983

SCENT DEF Exhibit 115

SECTION 6 MEMBER DISSOCIATIONS

6.1 DEFINITION OF MEMBER DISSOCIATION

The dissociation of a Member means the termination of the Member's right to participate in the Company's business and internal affairs by voting on matters relating to the business, rights to Interim Distributions and internal affairs of the Company, by acting as an agent for the Company or otherwise.

6.2 EVENTS OF DISSOCIATION

The Company may require a Member to promptly sell all or any part of the Member's Company interest to the Company or to the other Members for the value set forth in 5.5 herein if a Member is dissociated. Under certain circumstances, a shareholder shall be required to transfer Membership interest, or proxy vote, to a physician spouse who is a shareholder of South Carolina ENT, Allergy and Sleep Medicine, PA.. In no event can the Founding Member or Founding Manager ever be forcefully Dissociated.

A Member shall be dissociated only upon the occurrence of one of the following events:

(a) The Member dies, unless the Member is a spouse of the practicing South Carolina ENT, Allergy & Sleep Medicine, P.A. physician, in which case the Member's interest shall vest only in the South Carolina ENT, Allergy & Sleep Medicine, P.A. physician;

Notwithstanding anything to the contrary, any Member who is the surviving spouse (with no legal separation or divorce proceedings having been commenced) of a physician who has been a shareholder of South Carolina ENT, Allergy & Sleep Medicine, P.A. seven and one-half (7.5) years and also a Member of this Company for at least 5 years prior to the death of the physician shall be entitled to continued Membership privileges for the duration of his or her life. However, these privileges shall be of a personal nature to the surviving spouse and not transferrable to the surviving spouse's children or a subsequent non-South Carolina ENT, Allergy & Sleep Medicine, P.A. member physician spouse upon her remarriage.

(b) The physician or physician spouse incurs a Total Disability (as defined in Section 6.6), unless the physician has been a shareholder of South Carolina ENT, Allergy & Sleep Medicine, P.A. for at least seven and one-half (7.5) years;

(c) The Member resigns in accordance with Section 6.9;

(d) The Member transfers the Member's entire Company interest to another person, who is not the South Carolina ENT, Allergy & Sleep Medicine, P.A. physician

CONFIDENTIAL

DYCE/SCENT 53

4984

SCENT DEF Exhibit 115

spouse of the Member;

(e) The South Carolina ENT, Allergy & Sleep Medicine, P.A. physician and Member spouse divorce. In this event, the shares owned by the Member spouse shall be transferred to the physician in any settlement proceedings. Until a determination is made by a Court of competent jurisdiction, the non-physician spouse will lose the non-economic rights vested in this agreement with proxy vote transferring to the physician spouse.

(f) The Member, or Member's spouse, is no longer employed by or a shareholder of South Carolina ENT, Allergy & Sleep Medicine, P.A. This will not apply in the event the Member or physician spouse has been a shareholder of South Carolina ENT, Allergy & Sleep Medicine, P.A. for a period of at least seven and one-half (7.5) years.

(g) In the event the Member (who is not a physician with South Carolina ENT, Allergy & Sleep Medicine, P.A.,) becomes incapacitated or incompetent and therefore unable to participate in Company business, the Member's non-economic right to participate in any Company business shall vest in the physician spouse for the duration of the disability.

6.3 LOSS OF VOTING RIGHTS, ETC., UPON DISSOCIATION

Except as otherwise expressly provided in this Agreement, a Member upon the Member's dissociation shall immediately lose any right of the Member to participate in the business and affairs of the Company by voting on Member Matters, by acting as an agent for the Company, by initiating a dispute in the Member's capacity as a Member, by having access to Company information in the Member's capacity as a Member or by any other means.

6.4 NO DISTRIBUTIONS, ETC., TO DISSOCIATED MEMBERS

A Member's dissociation shall not entitle the Member to receive any distribution of Company profits or other assets or to receive any payment for the Member's Company interest, unless said profits, assets or payment for the Member's interest are owed to the Member from a date which precedes the Member's date of dissociation.

6.5 DEFINITION OF TOTAL DISABILITY

A Member, if a physician or Member's physician spouse, shall be deemed to have incurred a Total Disability within the meaning of Section 6.2 (b) as defined by the shareholder's agreement with South Carolina ENT, Allergy and Sleep Medicine, P.A.

6.6 DETERMINATION OF TOTAL DISABILITY

Whether a Member, or Member's physician spouse, has incurred a Total Disability and the date on which the Member, or Member's physician spouse, has incurred a Total Disability

CONFIDENTIAL

DYCE/SCENT 54

4985

SCENT DEF Exhibit 115

shall be determined by the vote of other Members holding a majority of Member votes (except the votes of the Member about whose disability they are voting). All such determinations shall be subject to review in arbitration under Section 19.

6.7 DEFINITION AND EFFECTIVE DATE OF RESIGNATION

For purposes of this Section 6, the resignation of a Member means the Member's voluntary written renunciation of the Member's right to participate in the business and internal affairs of the Company. A Member shall be deemed to have resigned from the Company within the meaning of this Section 6 on the effective date of the notice of resignation described in Section 6.9.

6.8 RIGHT OF MEMBERS TO RESIGN FROM COMPANY; NOTICE OF RESIGNATION

A Member may without liability resign as a Member of the Company by giving written notice of resignation to the other Members. The resignation shall be effective 60 days after all of the other Members have received the notice.

6.9 EXPULSION OF MEMBER

A Member may only be expelled by the Company and forced to accept a buy-out of his or her interest as valued in Section 5 herein if the Member:

(a) is a physician owning an interest in the Company and the physician withdraws from practice with South Carolina ENT, Allergy & Sleep Medicine, P.A. prior his or her seven and one-half (7.5) year anniversary of Membership in South Carolina ENT, Allergy & Sleep Medicine, P.A.; or,

(b) is the spouse member of a South Carolina ENT, Allergy & Sleep Medicine, P.A. physician who leaves the practice prior to the 7.5th anniversary of the Member spouse's Membership in South Carolina ENT, Allergy & Sleep Medicine, P.A.; or,

(c) fails to make a mandatory capital contribution to the Company, within six (6) weeks of written notice given thereof, for a project that is approved by the Membership for such contribution to be made.

SECTION 7 MANAGER'S DUTY OF CARE; RELATED MATTERS

7.1 DUTY OF CARE - GENERAL RULE

In participating in or handling any matter (an "Company matter") relating to the business and

CONFIDENTIAL

DYCE/SCENT 55

4986

SCENT DEF Exhibit 115

internal affairs of the Company, the Manager shall use his reasonable best efforts to further the interests of the Company;

PROVIDED, that the Manager shall be liable for violations of their duty of care as Manager only as provided in Section 7.2.

7.2 PERSONAL LIABILITY OF MANAGERS FOR FAILURE TO USE ORDINARY PRUDENCE

The Manager shall be personally liable to the Company for money damages and other relief if, in participating in or handling any Company matter as Manager:

They fail to exercise the care that an ordinarily prudent person would exercise under similar circumstances; and

They are unable to rely on the defenses to liability set forth in Sections 7.4 and 7.5.

7.3 DUTY TO OBTAIN INFORMATION

Before making any decision or taking any action in an Company matter, the Manager in his capacity as Manager shall use their best efforts to obtain all relevant information.

7.4 NO MANAGER LIABILITY IF A MANAGER RELIES ON COMPANY INFORMATION, ON OTHER COMPANY MANAGERS, ETC.

No manager as a manager shall be personally liable to the Company or to the Members for any claim of violation of the manager's duties under this Section 7 to the extent that, with respect to the matter in question, the manager has acted in reasonable reliance on:

(a) Company records;

(b) Other Company managers, employees or officers of the Company;

(c) Other persons whom, at the time of the action, the manager reasonably believed to be competent in the matter in question; or

(d) Any provision of this Agreement.

7.5 NO MEMBER LIABILITY FOR ACTIONS TAKEN IN GOOD FAITH, ETC.

No Manager in the Manager's capacity as a manager shall be personally liable for a breach of any duty of the Manager under this Section 7 if, with respect to the matter in question, the Manager has acted:

CONFIDENTIAL

DYCE/SCENT 56

4987

SCENT DEF Exhibit 115

(a) In good faith; and,

(b) In the reasonable belief that the action was in the best interest of the Company; and,

(c) With reasonable diligence.

7.6 WHO MAY CLAIM BREACH OF THIS SECTION; MEMBER VOTE NECESSARY TO MAKE CLAIM

Only the Company may make a claim against a Manager for a breach of a duty of the Manager under this Section 7. The Company shall make no such claim except upon the unanimous vote of Members entitled to vote (exclusive of the votes, if any, of the Manager potentially subject to the claim). Regardless of the claim made by the Membership, no such claim for breach of a Managerial duty shall be maintained against Robert Puchalski or Amy Puchalski.

7.7 STANDARD OF PROOF

Any claim of breach of this Section 7 shall be deemed to be proven if supported by a preponderance of the evidence.

7.8 INDEMNIFICATION OF MANAGERS FOR CLAIMS UNDER THIS SECTION

If any person makes a claim against a Manager for a violation of a duty of the Manager under this Section 7, the Company shall indemnify the Manager for reasonable expenses and for damages or settlement amounts reasonably incurred by the Manager in respect of the claim if Disinterested Members holding a majority of Member votes (exclusive of the Member votes, if any, of the Manager who is the subject of the claim) determine that in respect of the matter in question:

The Manager has exercised the care that an ordinarily prudent person would exercise under similar circumstances; or

The Manager is protected from liability under Sections 7.4 or 7.5.

7.9 ADVANCEMENT OF ARBITRATION AND LITIGATION EXPENSES

The Company shall advance arbitration and litigation expenses to a Manager for the defense of claims against the Manager for breaches of the Member's duty under this Section 7:

If Disinterested Members holding a majority of Member votes (excluding the Member votes,

CONFIDENTIAL

DYCE/SCENT 57

4988

SCENT DEF Exhibit 115

if any, of the Manager who is the subject of the claim) determine that in respect of the relevant matter, it is probable that the Manager has exercised the care that an ordinarily prudent person would exercise under similar circumstances or that the Manager is protected from liability under Sections 7.4 or 7.5; and

If the Manager promises to return all such advances to the Company if the court, arbitrator or other tribunal deciding the claim finds otherwise.

7.10 LIABILITY INSURANCE FOR MANAGERS

Whether the Company shall maintain an insurance policy to cover Manager liabilities arising under this Section 7 shall be determined by the affirmative vote of Members holding a majority of Member votes.

SECTION 8 MANAGERS' DUTY OF LOYALTY; RELATED MATTERS

8.1 DUTY OF LOYALTY-GENERAL RULE

In matters relating to the business and affairs of the Company, Manager in his capacity as Manager shall act solely for the benefit of the Company and not for their personal benefit.

8.2 DUTY NOT TO COMPETE AGAINST THE COMPANY

In any geographical area where the Company is engaged in business or has definite plans (as evidenced by Company documents) to engage in business, a Manager shall not directly or indirectly compete against the Company while the Manager is a Manager and until the second anniversary of the date on which the Manager ceases to be a Manager; PROVIDED, that the Manager may compete against the Company with the advance consent of Disinterested Members holding a majority of Member votes (exclusive of the Member votes, if any, of the Manager who wishes to compete against the Company).

8.3 DUTIES IN DOING BUSINESS WITH COMPANY

No Manager shall engage directly or indirectly in any business arrangement or transaction with the Company on the Manager's own behalf or on behalf of a disclosed or undisclosed third party except:
After making full disclosure to the Company; and After receiving the advance consent of Disinterested Members holding a majority of Member votes (exclusive of the Member votes, if any, of the Manager wishing to engage in business with the Company).

CONFIDENTIAL

DYCE/SCENT 58

4989

SCENT DEF Exhibit 115

The terms of any business engagement permitted under this Section 8.4 shall be arm's-length terms.

8.4 DUTIES WITH RESPECT TO COMPANY BUSINESS OPPORTUNITIES

If a Manager or Member learns (whether in the course of Company business or otherwise) of a business opportunity potentially valuable to the Company, the Manager or Member shall promptly disclose the opportunity to the Company and shall not exploit the opportunity for the Manager's or Member's personal benefit unless:

(a) Within 10 business days after receiving written, faxed or emailed notice of the opportunity, the Company fails to provide either an acceptance or rejection to the Member or Manager disclosing the opportunity; or

(b)After accepting it, the Company fails to exploit it with reasonable promptness and diligence.

Whether the Company shall accept the opportunity shall be decided in each case by the affirmative vote of Disinterested Members holding a majority of Member votes (exclusive of the Member votes, if any, of the Manager who wishes to exploit the opportunity).

8.5 DUTY TO AVOID IMPROPER PERSONAL BENEFITS

If any Manager directly or indirectly receives from any person a monetarily significant benefit, including cash, in connection with the Manager's activities as a Manager of the Company, the Manager shall promptly transfer this benefit to the Company; PROVIDED, that the Manager may retain the benefit if authorized to do so:

(a) By this Agreement; or

(b) By the advance consent of Disinterested Members holding a majority of Member votes (exclusive of the Member votes, if any, of the Manager in question).

8.6 DUTIES OF GOOD FAITH AND FAIR DEALING

In all Company matters, Manager in their capacity as Manager shall act in good faith and shall deal fairly with the Company and with the Members.

CONFIDENTIAL

DYCE/SCENT 59

4990

SCENT DEF Exhibit 115

8.7 WHO MAY CLAIM BREACH OF THIS SECTION; MEMBER VOTE NECESSARY TO MAKE CLAIM

Only the Company may make a claim against a Manager for a breach of the Manager's duty under this Section 8. The Company shall make no such claim except upon the affirmative vote of Members holding a majority of Member votes (exclusive of the Member votes, if any, of the Manager potentially subject to the claim).

8.8 STANDARD OF PROOF

Any claim of breach of this Section 8 shall be deemed to be proven if supported by a preponderance of the evidence.

8.9 ADVANCEMENT OF LITIGATION EXPENSES

The Company shall advance arbitration and litigation expenses to a Manager for the defense of claims against the Manager for breaches of the Member's duty under this Section 8:

If Disinterested Members holding a majority of Member votes (excluding the Member votes, if any, of the Manager who is the subject of the claim) determine that in respect of the relevant matter, it is probable that the Manager has complied with the provisions of this Section 8; and

If the Manager promises to return all such advances to the Company if the court, arbitrator or other tribunal deciding the claim finds otherwise.

SECTION 9 MANAGER'S DUTY OF OBEDIENCE

The Manager shall promptly comply with all reasonable instructions approved by Members holding a majority of Member votes.

SECTION 10 MANAGER'S DUTY OF CANDOR

The Manager shall deal honestly with the Company and, promptly after learning of any information (including information about their own health and personal affairs) that is material to the business and affairs of the Company, they shall disclose this information to the Company to the other Managers (or, if there is only one Manager, to the Members).

CONFIDENTIAL

DYCE/SCENT 60

4991

SCENT DEF Exhibit 115

SECTION 11 MEMBERS' AND MANAGER'S DUTY OF CONFIDENTIALITY

11.1 MEMBERS' AND MANAGER'S DUTY TO MAINTAIN CONFIDENTIALITY OF COMPANY INFORMATION

The Members and Managers:

(a) Shall maintain the confidentiality of Confidential Information (as defined in Section 11.2);

(b) Except as required in conducting the business and internal affairs of the Company, shall not disclose Confidential Information to any third party;

(c)Shall make copies of documents and other media containing Confidential Information only for the benefit of the Company;

(d) Shall use Confidential Information only for the benefit of the Company; and

(e) Promptly after ceasing to be Members and Managers (as the case may be), shall return to the Company all documents and other media containing Confidential Information.

11.2 DEFINITION OF CONFIDENTIAL INFORMATION

For purposes of this Agreement, Confidential Information means:

(a) The terms of this Agreement; PROVIDED, that a Member may disclose these terms on a confidential basis to his or her spouse and professional advisers;

(b) Information that the Company maintains in confidence;

(c) Information that the Member or Manager knows to be proprietary to the Company.

(d) Financial information relating to the Company and to the Members;

(e)Information relating to Company marketing and business plans and strategies;

(f) Information concerning the design and manufacture of Company products and concerning methods of providing Company services;

(g) Information in Company personnel files and similar files relating to Company Members and employees;

CONFIDENTIAL

DYCE/SCENT 61

4992

SCENT DEF Exhibit 115

(h) Information entrusted to the Company in confidence by third parties;

(i) Information reasonably designated by the Managers as Confidential Information; and

(j) Information disclosed by Managers under Sections 11 and 12.

11.3 EXCEPTIONS TO DUTY OF CONFIDENTIALITY

Section 11.1 shall not apply to information:

(a) Which the Member or Manager in question (the "Recipient") already lawfully possess at the time of its disclosure to the Member or Manager by the Company or which the Recipient lawfully obtains thereafter;

(b)Which is already in the public domain at the time of its disclosure to the Recipient or which thereafter enters the public domain through no fault of the Member;

(c) The disclosure of which is required by final order of a court of competent jurisdiction;

(d) The disclosure of which is made on a confidential basis to an arbitrator in an arbitration under Section 19; and

(e) Which the Company discloses without restriction to any person other than the Recipient.

11.4 BINDING EFFECT; TERMINATION

This Section 11 shall bind each Recipient even after the Recipient ceases to be a Member or Manager. Subject to any contrary arrangement with a third party, this Section 11 shall terminate upon the termination of the legal existence of the Company.

SECTION 12 MANAGER QUALIFICATIONS, RESPONSIBILITIES, ETC.

12.1 MANAGER QUALIFICATIONS

The Manager shall be a natural person and shall be a shareholder of South Carolina ENT, Allergy and Sleep Medicine, P.A.

12.2 MANAGER TITLES

In performing management functions for the Company, Managers may use the title "Manager" or such other title or titles (including, without limitation, the title "President" or "Chief Executive Officer") as the Members may determine from time to time by affirmative vote of Members holding a majority of Member votes.

CONFIDENTIAL

DYCE/SCENT 62

4993

SCENT DEF Exhibit 115

12.3 MANAGER RESPONSIBILITIES

The Manager shall have general responsibility for managing the day to day business and internal affairs of the Company. The Manager shall have any additional responsibilities that are set forth in this Agreement or that the Members may determine from time to time by affirmative vote of Members holding a majority of Member votes. If the Managers responsibilities are expanded pursuant to this section, the Manager may request a reasonable management fee to be determined by the Members based upon a fair market valuation of the services performed.

12.4 MULTIPLE MANAGER VOTING- N/A

12.5 METHOD OF APPOINTING MANAGERS AFTER INITIAL MANAGER

Subsequent to the terms of 12.6 herein, after the formation of the Company, Managers shall be appointed by the affirmative vote of Members holding seventy-five (75%) percent of Member votes.

12.6 MANAGER'S TERMS OF OFFICE

The term of office of each Manager shall be indefinite, but shall terminate upon the earliest of the date of the Manager's (a) death, (b) resignation, (c) disability (as determined by vote of Members holding a majority of votes) or (d) removal as a Manager. Regardless of any information contained in this document to the contrary, Robert Puchalski, as Founding Manager, shall remain as Manager for the duration of his association with the company, even if he is no longer a shareholder with South Carolina ENT, Allergy & Sleep Medicine, P.A.

12.7 MANAGER RESIGNATIONS

A Manager may resign as a Manager upon giving 60 days' written notice to each Member. Except as otherwise provided in this Agreement, the Manager shall have no liability to the Company or to the other Members for any such resignation; PROVIDED, that the resignation shall not absolve the Manager from any liabilities arising before the resignation.

12.8 MANAGER REMOVALS

The Members may, without liability, remove a Manager, except Robert Puchalski if he is serving as Manager, at any time with or without cause by affirmative vote of Members holding seventy-five (75%) percent of Member votes. Robert Puchalski may only be removed by the Members if a unanimous vote is taken to remove them and only as a result of an intentionally illegal action by or on behalf of the Company or he attempts to secure or sign a contract or any other document purporting to sell any real property asset of the Company or

CONFIDENTIAL

DYCE/SCENT 63

4994

SCENT DEF Exhibit 115

obligate the Company to purchase additional real property without obtaining prior approval of the Members.

12.9 NO MANAGER LIABILITY AS MANAGER FOR CLAIMS AGAINST COMPANY BY THIRD PARTIES

No Manager as such shall have personal liability for a claim against the Company by any third party. Managers shall be personally liable for their personal misconduct as provided by this Agreement and by applicable law.

12.10 MANAGERS' EXCLUSIVE RIGHT TO BIND COMPANY, ETC.
Only the Manager shall have the following rights:

12.10.1 CONTRACTS
The Manager shall have the right to bind the Company in dealings with third parties.

12.10.2 BUSINESS DECISIONS
The Manager shall have the exclusive right to decide all Company matters relating to the business of the Company.

12.10.3 CONDUCT OF BUSINESS AND AFFAIRS OF COMPANY
The Manager shall have the right to conduct the day to day business and internal affairs of the Company. The Manager shall have the right to employ accountants, attorneys, property or construction managers and other persons whose employ would benefit the Company. The Manager shall also have the exclusive right to determine appropriate distributions to Members based on their Membership interest and the cash position of the Company at the time of the anticipated distribution. Matters outside the normal operations of Company business, such as selling, buying or mortgaging of any Company real property asset, shall be handled by the Manager but upon written approval and direction of Members holding seventy-five (75%) percent of the Member votes.

12.11 DUTY OF MANAGER TO INFORM MEMBERS

The Managers shall use reasonable efforts to inform the Members on an annual basis, or as requested by the Members, concerning the internal affairs of the Company and the condition of its business.

12.12 MANAGER VALUATION OF CONTRIBUTIONS, ETC.

Whenever, after the formation of the Company, the Company admits a person as a new Member of the Company, the Manager (and not the Members):

Shall promptly determine in dollars a value for the contribution of that person in exchange for the person's Membership or that there was no contribution;

CONFIDENTIAL

DYCE/SCENT 64

4995

SCENT DEF Exhibit 115

Shall record this determination in the records of the Company; and

Shall promptly notify all Members concerning the determination. Thereafter, in the absence of fraud, the determination shall be conclusive as to the value of the contribution or as to whether there was a contribution.

12.12 INITIAL MANAGER

The Company shall be managed by Robert Puchalski as the initial Manager of the Company.

12.13 APPOINTMENT OF SUBSTITUTE MANAGER(S)

The Members shall have the right to appoint a substitute "Manager" or "Managers" to operate the Company and to conduct its business in the event of illness, disability, or death of the primary Manager, and his stated successor. The Members shall also have the right to nominate or elect an additional Manager for the purposes set forth herein. The "Manager" shall have the rights, powers, and obligations granted or created herein to the initial Managers, except as the Members shall otherwise restrict or limit in the document appointing the "Manager".

SECTION 13 MEMBERS' REPRESENTATIONS AND WARRANTIES

13.1 REPRESENTATIONS AND WARRANTIES BY INDIVIDUAL MEMBERS

Each Member represents and warrants in the Member's capacity as a Member as follows:

13.1.1 FREEDOM OF MEMBER TO ENTER INTO AGREEMENT, ETC.

The Member:

(a) Is legally free to enter into this Agreement and to perform the Member's obligations under the Agreement in accordance with its terms; and

(b) Is not prevented from doing so by order of any court or other governmental authority, by any agreement with a third party (including an employment agreement, non-competition agreement or non-disclosure agreement) or by any other cause.

CONFIDENTIAL

DYCE/SCENT 65

4996

SCENT DEF Exhibit 115

13.1.2 GOODFAITH,DISCLOSURE,ETC. IN NEGOTIATING TERMS OF AGREEMENT

In negotiating and entering into this Agreement, the Member has acted fairly and in good faith and has disclosed to the other Members all information reasonably likely to be relevant to them in determining whether to enter into it.

13.1.3 ACCESS TO LEGAL ADVICE, ETC.

Before accepting the terms of this Agreement, the Member has had every reasonable opportunity to consider these terms and to review them with the Member's personal attorney.

13.1.4 FREE ACCEPTANCE OF TERMS, ETC.

Each Member has accepted the terms of this Agreement knowingly and freely.

13.2 DUTY TO UPDATE

If, after a Member signs this Agreement, the Member discovers that any of the above representations were erroneous when made or have become erroneous, the Member shall immediately so advise the other Members.

SECTION 14 COMPANY RECORDS, BOOKS OF ACCOUNT, REPORTS TO MEMBERS, ETC.

14.1 RECORDS TO BE MAINTAINED BY Company

The Company shall maintain at its principal place of business:

(a) A copy of its Articles and operating agreement and all amendments of these documents;

(b) Copies of all of its federal and state tax returns;

(c) A current list of the name and last known business, residence or mailing address of each of its Members;

(d) True and complete information concerning:

The amount of cash and a description and statement of the value of any other property or services which each Member has contributed to the Company or which any Member has

CONFIDENTIAL

DYCE/SCENT 66

4997

SCENT DEF Exhibit 115

agreed to contribute to it;

Any return by the Company to a Member of cash or other property contributed by the Member; and

(e) A record stating the date on which each Member became a Member (unless this date is evident from the content of the Agreement).

14.2 BOOKS OF ACCOUNT

The Company shall maintain books of account concerning the business and affairs of the Company that shall be:

(a) Accurate;

(b) Reasonably current; and

(c) In compliance with financial and other standards normally applicable to the records of business organizations generally similar to the Company in size and business activities.

14.3 REPORTS TO MEMBERS, ETC.

Through the provision of written financial reports or through other appropriate measures, the Company shall advise the Members on a regular basis concerning the financial and business condition of the Company.

SECTION 15 TAX PLANNING AND COMPLIANCE

15.1 IMPORTANCE TO COMPANY OF TAX MANAGEMENT AND COMPLIANCE

The parties acknowledge the importance to the Company and the Members of:

Competent tax planning for the Company and for the Members as Members; and

Full compliance by the Company and by the Members with federal and state tax requirements applicable to the Company and the Members in their capacity as such.

15.2 APPOINTMENT OF COMPANY TAX ADVISER

In connection with its formation and on a continuing basis thereafter, the Members hereby appoint as the Company's tax adviser the individual or firm of Sheheen, Hancock & Godwin.

CONFIDENTIAL

The Manager may change the Company's tax adviser from time to time.

15.3 COOPERATION WITH COMPANY TAX ADVISER

The parties shall cooperate with the Company's tax adviser to the maximum reasonable extent to ensure adequate Company tax planning and compliance.

15.4 COMPANY TAX RETURNS

On a timely basis each year, the Company shall accurately complete and file its federal tax return and all applicable state returns.

15.5 COMPANY PROVISION OF TAX INFORMATION TO MEMBERS

As soon as reasonably possible after the close of each of its taxable years, the Company shall provide each Member with completed federal and state tax forms and with all other documents and information relevant to the federal and state tax liabilities of the Member as a Member of the Company; PROVIDED, that each Member shall have sole responsibility for preparing and timely filing the Member's federal and state tax returns and for paying the Member's taxes, and the Company shall have no responsibility or liability with respect to these matters.

15.6 COMPANY COMPUTATION AND RECORDING OF MEMBERS' CONTRIBUTIONS, CAPITAL ACCOUNTS AND ADJUSTED TAX BASES

The Company shall compute on a current basis and in accordance with applicable U.S. Treasury Department regulations the contributions and capital accounts of the Members and their adjusted tax bases in their Company interests.

The Company shall maintain current and accurate records concerning Members' contributions, capital accounts and adjusted tax bases and, promptly after the request of any Member, shall make these records available to the Member.

15.7 PLANNING OF INDIVIDUAL TRANSACTIONS

Before undertaking any major transaction involving the Company or any Member in the Member's capacity as a Member:

(a) The Company and each affected Member shall consult with one or more partnership tax experts concerning the tax implications of the transaction; and

(b) The Company and affected Members shall make any tax elections and shall take any other actions necessary or appropriate in the circumstances to ensure tax compliance and maximum lawful tax avoidance.

CONFIDENTIAL

DYCE/SCENT 68

4999

SCENT DEF Exhibit 115

The issue of the fairness of the transaction to the Company and to the Members shall be subject to arbitration under Section 19.

15.8 TAX DISTRIBUTIONS

If any Member requires a distribution of all or any portion of the Member's share of Company profits in order to pay the Member's federal or other taxes on the Member's share of these profits for any taxable year, the Company shall, to the extent that its financial condition reasonably permits, make this distribution to the Member on a timely basis; PROVIDED, that as a condition for the distribution, the Company may, under reasonable conditions of confidentiality, require the Member to disclose to the Company's tax adviser relevant information concerning the Member's tax and financial affairs.

15.9 TAX MATTERS PARTNER

Robert Puchalski shall serve as the Company's tax matters partner for purposes of unified administrative and judicial federal tax proceedings under Internal Revenue Code section 6231 (a) (1).

SECTION 16 COMPANY DISSOLUTION, WINDING-UP AND LIQUIDATION; LIQUIDATION DISTRIBUTIONS

16.1 DEFINITION OF COMPANY DISSOLUTION, ETC.

For purposes of this Agreement, the following terms shall have the following meanings:

16.1.1 DISSOLUTION

The dissolution of the Company shall mean the cessation of its normal business activities and the beginning of the process of winding up its business and internal affairs and of liquidating it.

16.1.2 WINDING-UP

The winding-up of the Company shall mean the process of concluding its existing business activities and preparing for its liquidation.

16.1.3 LIQUIDATION

The liquidation of the Company shall mean the sale or other disposition of its assets and the distribution of its assets (or the distribution of the proceeds of the sale or other disposition of its assets) to its creditors and to the Members.

CONFIDENTIAL

DYCE/SCENT 69

5000

SCENT DEF Exhibit 115

16.2 EVENTS CAUSING DISSOLUTION

The Company shall be dissolved:

(a) Upon the affirmative vote of Members holding seventy-five (75%) percent of Member votes; PROVIDED, that upon any such dissolution, Members holding less than the required number of votes may seek damages and other relief in arbitration under Section 19 for any injury unfairly resulting to them or likely to result from the dissolution;

(b) Upon the issuance of an order of dissolution by a court or by the Secretary of State; or

(c) Upon the issuance of an order of dissolution by an arbitrator under Section 19.

16.3 EFFECTIVE DATE OF DISSOLUTION OF COMPANY BY VOTE OF MEMBERS

The dissolution of an Company by vote of the Members shall be effective on the date specified in that vote or, if the Members do not specify a date, then on the date of completion of the vote.

16.4 DETERMINATION OF DATE FOR DELIVERY OF CERTIFICATE OF CANCELLATION AND FOR EFFECTIVE DATE OF CERTIFICATE

The date on which the Company shall deliver a certificate of cancellation to the Secretary of State for filing and the effective date of this certificate shall be determined by the affirmative vote of Members holding seventy-five (75%) percent of the Member votes.

16.5 CESSATION OF COMPANY'S LEGAL EXISTENCE

Unless a court or administrative authority duly and finally determines otherwise, the Company shall cease to exist as a legal entity on the effective date set forth in the certificate of cancellation.

16.6 WINDING-UP OF COMPANY

After the Company is dissolved, the person or persons responsible for winding it up shall as expeditiously as reasonably possible:

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DYCE/SCENT 70

5001

SCENT DEF Exhibit 115

(a) Wind up its business and internal affairs; and

(b) Cause its liquidation.

During the wind-up period, the Company shall accept no new business except to the extent necessary to dispose of existing inventory.

16.7 COMPLIANCE WITH THE LAWS OF THIS STATE APPLICABLE TO ENTITY DISSOLUTIONS AND LIQUIDATION

The Company shall make no distribution to Members or others in connection with its liquidation until it has complied with all applicable laws and regulations of this State (including tax laws and regulations) relating to its dissolution and liquidation.

16.8 DISPOSITION OF KNOWN AND UNKNOWN CLAIMS AGAINST COMPANY

Promptly after the dissolution of the Company, the Company shall take all reasonable measures under the laws of this State to dispose of (and, to the extent reasonable, to bar) known and unknown claims against the Company.

16.9 DISTRIBUTIONS UPON COMPANY LIQUIDATION

Upon completion of the Company's winding-up but, if reasonably possible, on or before the date of termination of the Company's legal existence, the Company shall (subject to any applicable provisions of section 704 (b) of the Internal Revenue Code and other applicable federal and state law) distribute its assets as follows:

First, the Company shall pay (or shall make adequate provision to pay) its creditors.

Second, the Company shall distribute its assets to Members in satisfaction of its liabilities for distributions to them under Section 4.

Third, the Company shall distribute its assets to Members for the return of their contributions.

Fourth, the Company shall distribute its assets to Members in accordance with their right to share in distributions of its assets under Section 4.

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DYCE/SCENT 71

5002

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16.10 DUTY TO CONSULT TAX ADVISER IN CONNECTION WITH COMPANY DISSOLUTIONS, ETC.

Before the Members begin the wind-up and liquidation of the Company, the Company and the Members shall consult with their respective tax advisers and shall structure and implement the liquidation in a manner that is as fair as possible to each Member from a tax viewpoint.

SECTION 17 ASSIGNMENTS OF COMPANY INTERESTS

Except as otherwise provided in this Agreement:

17.1 DEFINITION OF ASSIGNMENT

For purposes of this Agreement, an assignment means a transfer by a Member of all or any portion of the Member's Company interest to another person.

17.2 NO ASSIGNEE RIGHT TO PARTICIPATE IN THE MANAGEMENT OF THE COMPANY

No person receiving an Assignment shall, solely by reason of the Assignment, have any right to participate in the business and affairs of the Company by any means, including participation by voting, by access to Company information, or by initiating lawsuits or arbitrations; PROVIDED, that, to the extent permissible under the Company Act, an assignee may initiate an arbitration on behalf of the Company in accordance with the provisions of the Company Act.

17.3 NO ASSIGNEE LIABILITY FOR CERTAIN OBLIGATIONS OF ASSIGNOR

No assignee shall be liable for obligations of an assignor of which the assignee was unaware and which the assignee could not ascertain from this Agreement.

17.4 CONTINUING LIABILITY OF ASSIGNOR FOR CERTAIN OBLIGATIONS

Notwithstanding an assignor's making an Assignment, the assignor shall remain liable for the assignor's obligations to make contribution to the Company and to return Unlawful Distributions received by the assignor.

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DYCE/SCENT 72

5003

SCENT DEF Exhibit 115

17.5 NO ASSIGNEE LIABILITY FOR COMPANY OBLIGATIONS

No assignee as such shall be liable for any obligations of the Company solely by reason of the Assignment.

SECTION 18 TERM OF AGREEMENT; TERMINATION; SURVIVAL OF CERTAIN RIGHTS AND DUTIES, ETC.

18.1 TERM

Subject to the provision of Sections 18.2 through 18.4, the term of this Agreement shall begin on the Effective Date (as defined in Section 1.1) and, unless earlier terminated by the parties, shall terminate:

(a) If the Company is terminated by vote of the Members on the effective date of the certificate of cancellation of the Company's articles of organization;

(b) If the Company is terminated by decree of a duly authorized judicial or administrative authority, on the date of termination of the Company's existence as determined by that authority; or,

(c) If no clear date is established under Sections 18.1 (a) or (b) and if the Members can agree on no such date, by determination of an arbitrator under Section 19.

18.2 SURVIVAL OF ACCRUED RIGHTS, ETC.

Rights, duties and liabilities accrued by the parties under this Agreement before its termination shall continue in full force and effect after its termination.

18.3 ARBITRATION OF MATTERS RELATING TO COMPANY'S WINDING-UP, ETC.

Notwithstanding the termination of this Agreement, any party may, after that termination, initiate an arbitration under Article 19 to determine and enforce rights and duties of the party relating to:

(a) Matter arising before and during the Company's winding up;

(b) The Company's liquidation; and

(c) Matters arising after the cancellation of the Company's Articles.

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DYCE/SCENT 73

5004

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SECTION 19 ARBITRATION OF COMPANY DISPUTES

19.1 MANDATORY ARBITRATION OF CERTAIN DISPUTED MATTERS

Any dispute between or among the parties relating to Arbitrable Matters (as defined in Section 19.2) shall be exclusively and finally resolved by arbitration by a single arbitrator (the "Arbitrator") without recourse to any court.

19.2 DEFINITION OF ARBITRABLE MATTER

Arbitrable Matters shall include only the following types of matters:

How to construe and enforce the provisions of this Section (including any matter concerning the scope of these provisions);

Whether the purchase price or the other terms of purchase of a Member's Company interest pursuant to the terms of this Agreement are fair to the Company and to the Members;

Any claim by a Member in the Member's capacity as a Member against any other Member in that other Member's capacity as a Member;

Whether any action by the Company or by the Members is (a) contrary to this Agreement or (b) seriously unfair to any Member;

Whether the expulsion of a Member under Section 6.9 is fair;

Whether a vote by majority Members concerning the Company's dissolution is fair to minority Members; and

Any other matter that, in the Arbitrator's view, is appropriate for decision under this Section.

19.3 EXCLUSIONS FROM DEFINITION OF ARBITRABLE MATTER

Arbitrable Matters shall not include:

(a) Routine business matters of the Company;

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DYCE/SCENT 74

5005

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(b) Matters requiring urgent judicial relief; or

(c) Matters involving the enforcement of orders under this Section 19.

19.4 RULES GOVERNING ARBITRATION

Except as otherwise provided in this Section, any arbitration (an "Arbitration") under this section shall be governed by the Rules of Commercial Arbitration of the American Arbitration Association ("AAA").

19.5 NOTICE OF ARBITRATION

Any Member may initiate an Arbitration of any Arbitrable Matter. The initiating Member shall do so by providing written notice of the Arbitration to the other Members. The notice shall bear a current date, shall state the name of the initiating Member and shall briefly state the matter to be arbitrated.

19.6 SELECTION OF ARBITRATOR

If, within 15 business days after all the parties entitle to notice of an Arbitration have received that notice, the Members have not agreed among themselves as to the identity of the Arbitrator or the site of the Arbitration, the Company shall immediately refer these matters for resolution by the AAA office located in the city of Camden, South Carolina, or the AAA office nearest thereto. That office may resolve these matters without liability and in its sole discretion.

19.7 NO APPEAL, ETC.

No Member shall appeal to any court an order of an Arbitrator under this Section 19. The Company or any Member may enter any such order in any court of competent jurisdiction.

19.8 ALLOCATIONS OF COSTS, FEES, ETC.

The Arbitrator may allocate among the Members the costs, fees and other expenses relating to an Arbitration in any manner that the Arbitrator shall determine to be appropriate in his or her absolute discretion; PROVIDED, that if the Arbitrator determines that a party has initiated an Arbitration without a reasonable basis for doing so, the Arbitrator shall assess against that party the costs of the other parties relating to the Arbitration, including the reasonable attorneys' fees.

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19.9 AWARDING OF LITIGATION COSTS TO PREVAILING PARTY

If, in a suit in law or equity, any party seeks judicial review of any issue arising in an Arbitration under this Section, an Arbitrator under this Section may allocate to the losing party in that suit all costs reasonably incurred by the prevailing party.

SECTION 20 GENERAL PROVISIONS

20.1 ENTIRE AGREEMENT

This Agreement contains the entire agreement among the parties concerning its subject matter and replaces all other agreements among them, whether written or oral, concerning this subject matter.

20.2 AMENDMENTS

No amendment of this Agreement shall be valid unless set forth in a writing signed by all parties.

20.3 INCORPORATION OF EXHIBITS

All exhibits identified in the Agreement as exhibits to the Agreement are hereby incorporated into the Agreement and made integral parts of it.

20.4 GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the domestic laws of the State of South Carolina without giving effect to any choice-of-law or conflict-of-law provision or rule (whether of the State of South Carolina or of any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of South Carolina.

20.5 FORUM FOR LITIGATION; ACCEPTANCE OF PERSONAL JURISDICTION

If any party sues another party in a suit under or relating to this Agreement, the party bringing the suit shall do so in the courts of the State of South Carolina. The parties hereby irrevocably accept the personal jurisdiction of those courts in any such suit.

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DYCE/SCENT 76

5007

SCENT DEF Exhibit 115

20.6 ASSIGNMENTS AND DELEGATIONS

Excepting powers previously granted to the Manager herein, no party shall assign any of its rights or delegate any of its duties under this Agreement to any third party except with the consent of the other parties to the Agreement, which consent these other parties shall not unreasonably withhold.

20.7 CAPTIONS

All captions in this Agreement are for convenience only and shall be deemed irrelevant in construing any provision of the Agreement.

20.8 NOTICES

All notices under this Agreement shall be in writing and shall be delivered to a party at the party's address as stated on the first page of this Agreement. A party may change this address upon reasonable notice to the other parties. Notices provided under this Agreement shall be deemed to be received when actually received.

20.9 MEANING AND CONSTRUCTION OF "INCLUDING" AND "PERSON

The terms "including" and "includes" as used in this Agreement shall denote partial definitions. The tern "person" as used in this Agreement shall mean a natural person or an entity as the context shall require.

20.10 NUMBER AND GENDER

As the context shall require:
The use of the singular in this Agreement shall denote the plural and vice versa; and
The use of a particular gender shall denote another gender.

20.11 WAIVERS

No delay of or omission by a party in the exercise of any right, power or remedy accruing to the party as a result of any breach or default by another party under this Agreement:

(a) Shall impair any such right, power or remedy accruing to the party;

(b) Shall be construed as a waiver of or acquiescence by the party in any such breach or default or of any similar breach or default occurring later.

No waiver by a party of any single breach or default under this Agreement shall be

CONFIDENTIAL

DYCE/SCENT 77

5008

SCENT DEF Exhibit 115

construed as a waiver by the party of any other breach or default occurring before or after that waiver.

20.12 SEPARABILITY OF PROVISIONS

Each provision of this Agreement (a "Provision") shall be deemed separable. If any (a) Provision or (b) the application of any Provision to any person or circumstance shall be held invalid or unenforceable in any jurisdiction, the Provision shall be ineffective:

(a) Only in that jurisdiction;

(b) Only to the extent that it has been expressly held to be invalid or unenforceable in that jurisdiction; and

(c) Without invalidating any other provision of the Agreement or the application of the Provision itself to persons or circumstances other than those to which it was held invalid or unenforceable in the jurisdiction in question.

20.13 COUNTERPARTS

This Agreement may be executed in any number of counterparts and by different parties to this Agreement in separate counterparts. Each of these counterparts when so executed shall be deemed to be an original and all such counterparts taken together shall constitute one and the same agreement.

In witness of their acceptance of the above terms and conditions, the parties, in their capacities as Members and Manager, by themselves or by their duly authorized representatives, have duly signed and dated this Agreement as follows:

Oct. 9, 2009
Amy Puchalski, Member

09/30/09, 2009
Jamie Curley, Member

10/8/09, 2009
Robert Puchalski, Manager of SCENT Land Holdings, LLC

CONFIDENTIAL

DYCE/SCENT 78

5009

SCENT DEF Exhibit 115

EXHIBIT "A"

Member	Contribution	Fair Market Value
Amy Puohalski	Building lots in Darlington/Richland Co.	$110,000.00
Jamie Curley		

CONFIDENTIAL

DYCE/SCENT 79

5010

SCENT DEF Exhibit 115

5011

Medical Records: Dr. Dyce Transfers = 436						
Patient Name	DOB	Referring Provider	Request Date	Sent to Dr. P	Mailed or Fax	Collection
Sherry Porter	1/20/60	Dr Wright	12/2/10	12/17/10	12/29/10	$2,181.43
Joanne Shields	5/20/42	Dr Areephantu	12/6/10	12/15/10	12/22/10	$467.52
Linda Haenchen	10/15/54	Dr Long	12/6/10	12/15/10	12/22/10	$6,967.71
Lovell Johnson	8/16/44	Dr Reynolds	12/27/10	12/29/10	1/18/11	$7,747.67
Allison Lloyd	7/30/08	Dr Morphis	12/28/10	12/28/10	1/4/11	$1,035.33
Angeline Watford	4/15/55	Dr	12/28/10	12/28/10	1/4/11	$1,276.94
Bonnie Rogers	7/26/60	Dr	12/28/10	12/28/10	1/4/11	$3,675.72
Braxton Glover	7/5/07	Dr Morphis	12/28/10	12/28/10	1/4/11	$888.74
Carmen LeCount	8/13/01	Dr Morphis	12/28/10	12/28/10	1/4/11	$1,191.83
Chandra Richardson	12/23/70	Dr Burton	12/28/10	12/29/10	1/18/11	$968.37
Connie Coe	11/27/58	Dr Harless	12/28/10	12/28/10	1/4/11	$3,507.07
Debbie Usher	4/16/57	Dr Harless	12/28/10	12/29/10	1/18/11	$489.32
Dewey Brian Tadlock Jr	12/9/08	Dr Morphis	12/28/10	12/28/10	1/4/11	$1,414.33
Dorothy Andrews	11/21/40	Dr Reynolds	12/28/10	12/28/10	1/4/11	$3,266.02
Glenda Blackwell	11/6/42	Dr Siegmann	12/28/10	12/28/10	1/4/11	$1,852.06
Hannah Johnson	5/8/48	Dr McLeod	12/28/10	12/28/10	1/4/11	$3,191.79
Ida Jane Coe	9/6/52	Dr	12/28/10	12/28/10	1/4/11	$2,018.00
Isaac Graham	2/22/37	Dr Quaye	12/28/10	12/28/10	1/4/11	$339.24
Joe Lloyd Davis Jr	9/23/33	Dr Bell	12/28/10	12/28/10	1/4/11	$4,299.93
Joseph Phillips	12/10/08	Dr Hanna	12/28/10	12/28/10	1/4/11	$1,498.46
Kayla Johnson	7/18/95	Dr Elder	12/28/10	12/28/10	1/4/11	$1,566.88
Linda Stacy	6/29/48	self	12/28/10	12/28/10	1/4/11	$492.21
Joanna Joyce	1/22/68	Dr Harless	12/28/10	12/28/10	1/4/11	$1,151.99
Mary Lesley	3/20/69	Dr Ropp	12/28/10	12/28/10	1/4/11	$381.17
Melissa Grantham	8/6/75	Dr	12/28/10	12/28/10	1/4/11	$1,139.93
Melissa Nettles	5/17/74	Dr Daniels	12/28/10	12/28/10	1/4/11	$1,244.77
Mellany Isom	6/10/53	Dr Elder	12/28/10	12/28/10	1/4/11	$399.57

SCENT DEF Exhibit 117

Patricia Shaw	8/1/52	Dr Bell	12/28/10	12/28/10	1/4/11	$1,342.96
Pruella Compton	12/23/25	Dr Reynolds	12/28/10	12/28/10	1/4/11	$486.63
Ralph Johnson	5/7/41	Dr Davis	12/28/10	12/28/10	1/4/11	$1,550.00
Becky Walden	4/12/60	Dr	12/28/10	12/28/10	1/4/11	$1,160.52
Robert Alexander	10/12/35	Dr Elder	12/28/10	12/28/10	1/4/11	$2,020.52
Suzanne Baker	11/15/49	Dr Harless	12/28/10	12/28/10	1/4/11	$2,676.00
Trinity Jackson	2/9/07	Dr Morphis	12/28/10	12/28/10	1/4/11	$1,059.63
Victoria Bond	12/13/00	Dr Budhram	12/28/10	12/29/10	1/18/11	$508.17
Wanda Blackwell	11/6/42	Dr Siegman	12/28/10	12/29/10	1/4/11	$1,852.06
Bertha Boyd	5/7/30	Dr A	1/4/11	1/5/11	1/18/11	$2,289.68
Anrielle Byrd	2/22/06	Dr Morphis	1/5/11	1/6/11	1/18/11	$3,024.19
Billy Freeman	6/16/51	Dr Chapman	1/5/11	1/6/11	1/18/11	$5,520.86
Corine Catoe	9/8/49	Dr Quaye	1/5/11	1/17/11	1/18/11	$5,723.67
Dorothy Amerson	12/22/63	Dr A	1/5/11	1/6/11	1/18/11	$2,553.65
Emily Widrig	4/22/07	Dr Budhram	1/5/11	1/6/11	1/18/11	$4,015.98
Everette Elmore III	7/16/74	Dr Elder	1/5/11	1/6/11	1/18/11	$5,504.40
Hazel Thompson	10/24/75	Dr Trader	1/5/11	1/6/11	1/18/11	$1,369.00
Michael Oneal		self	1/5/11	1/6/11	1/18/11	$601.96
Nyisha Ham	2/22/77	Dr Harless	1/5/11	1/6/11	1/18/11	$1,950.00
Nick Grantham	4/19/56	Dr Evans	1/5/11	1/6/11	1/18/11	$844.80
Zachary Pulling	4/11/07	Dr Ovanni	1/5/11	1/6/11	1/18/11	$1,684.93
Demario Miller	2/26/93	self	1/6/11	1/21/11	1/26/11	$462.20
William McQueen	1/11/36	Dr Solimon	1/6/11	1/21/11	1/26/11	$3,661.82
William Player	7/17/65	Dr Solaja	1/6/11	1/21/11	1/26/11	$2,137.83
Abigail Grooms	10/9/06	Dr Ciobanu	1/10/11	1/18/11	1/25/11	$3,806.18
Anna Allen	7/9/25	Dr Reynolds	1/10/11	1/17/11	1/25/11	$169.40
Ariel Brooke McCormick	1/25/00	Dr McLeod	1/10/11	1/17/11	1/25/11	$1,597.31
Carolyn Campbell	7/2/59	Dr Campbell	1/10/11	1/21/11	1/26/11	$7,783.71
Carrie Tyner	11/12/47	Dr Scheuer	1/10/11	1/17/11	1/25/11	$1,905.51
Helen Johnson	5/5/43	Dr Reynolds	1/10/11	1/18/11	1/25/11	$2,536.78
Hunter Lloyd	2/21/06	Dr Morphis	1/10/11	1/21/11	1/26/11	$4,173.90
James Fink	12/26/66	Dr Bell	1/10/11	1/21/11	1/26/11	$2,176.39

SCENT DEF Exhibit 117

Janie Taylor	10/12/24	Dr Solimon	1/10/11	1/21/11	1/26/11	$1,201.83
Jessica McDuffie	1/27/88	Dr Canipe	1/10/11	1/18/11	1/25/11	$1,587.20
Jordan Grooms	3/18/04	Dr Novinger	1/10/11	1/18/11	1/25/11	$1,897.52
Megan Patterson	10/3/72	Dr Long	1/10/11	1/19/11	1/25/11	$11,653.37
Chase Tarbell	2/8/08	Dr A	1/15/11	1/21/11	1/26/11	$4,104.99
Jennifer Fink	9/23/84	Dr Robinson	1/15/11	1/21/11	1/26/11	$9,216.31
Juanita McFarland	11/10/39	Dr Brown	1/15/11	1/21/11	1/26/11	$8,158.07
William Player	7/30/44	Dr Garcellano	1/15/11	1/21/11	1/26/11	$289.75
Ashlee Horton	5/28/80	Dr Elder	1/16/11	2/2/11	2/9/11	$231.31
Brandon Ford	6/7/06	Dr Morphis	1/16/11	2/2/11	2/9/11	$4,326.52
Catlin Edwards Jr	2/20/06	Dr Morphis	1/16/11	2/2/11	2/9/11	$1,769.31
Dawson Flowers	4/17/08	Dr Budhram	1/16/11	2/2/11	2/9/11	$1,615.33
Joshua Romano	1/6/99	Dr Balogun	1/16/11	2/2/11	2/9/11	$308.82
Shyann Riley	10/24/07	Dr Harless	1/16/11	2/2/11	2/9/11	$1,287.75
Taneshia Stone	4/28/05	Dr Morphis	1/16/11	2/2/11	2/9/11	$1,588.05
Timothy Streator	12/25/06	Dr Ciobanu	1/16/11	2/2/11	2/9/11	$1,641.23
Alana Stokes	12/8/66	Dr A	1/21/11	2/8/11	2/21/11	$615.00
Antionette Romano	12/8/64	Dr Reynolds	1/21/11	2/8/11	2/21/11	$1,677.06
David Helms	1/12/04	Dr Morphis	1/21/11	2/8/11	2/21/11	$2,945.80
Doris Xavier	7/25/56	Dr Cain	1/21/11	2/8/11	2/18/11	$4,686.87
Jack Hendrick Jr	10/4/50	Dr McLeod	1/21/11	2/8/11	2/21/11	$2,310.16
Jacob Helms	3/9/06	Dr Morphis	1/21/11	2/8/11	2/21/11	$1,886.70
Jessica Flowers	4/3/79	self	1/21/11	2/7/11	2/9/11	$1,733.91
Joshua Helms	6/1/07	Dr Morphis	1/21/11	2/8/11	2/21/11	$2,291.87
Noah Helms	9/22/00	Dr Morphis	1/21/11	2/8/11	2/21/11	$4,399.40
Nyshon Scarborough	2/9/08	Dr Budhram	1/21/11	2/8/11	2/21/11	$928.41
Shirley Ingram	6/8/47	Dr Harless	1/21/11	2/8/11	2/18/11	$2,248.99
Skylar Streator	7/31/00	Dr Ciobanu	1/21/11	2/7/11	2/9/11	$1,446.00
Susan Helms	1/7/77	Dr Morphis	1/21/11	2/8/11	2/21/11	$1,523.26
Tyler Melton	4/25/05	Dr Budhram	1/21/11	2/8/11	2/21/11	$3,537.76
Modene Echerd	8/15/38	Dr A	2/8/11	2/15/11	2/18/11	$5,960.54
Bessie Wheeler	7/17/51	Dr Biester	2/10/11	2/22/11	2/24/11	$3,819.26

SCENT DEF Exhibit 117

Sara Jennings	1/26/06	Dr Brook	3/2/11	3/2/11	3/4/11	$1,923.63
Tamara Jenkins	9/3/79	Dr Berry	3/3/11	3/7/11	3/7/11	$7,895.94
Carlton Lyles	3/9/64	Dr Nienhuis	3/4/11	3/7/11	3/15/11	$9,315.06
Tarun Ramkumar	4/23/05	Dr Hamzy	3/4/11	3/7/11	3/15/11	$927.09
William Brown	4/12/41	Dr Nienhuis	3/7/11	3/7/11	3/7/11	$10,863.98
James Fields	8/5/44	Dr Bell	3/10/11	3/10/11	3/15/11	$5,625.98
Shaun Mattox	3/16/59	Dr A	3/10/11	3/10/11	3/15/11	$735.10
Katie Fasenmyer	5/24/96	Dr Kinsey	3/11/11	3/11/11	3/15/11	$2,228.27
Marissa Shannon	5/15/03	Dr Ciobanu	3/24/11	3/29/11	4/1/11	$1,314.96
Alston Odom	1/24/54	Dr Kahler	4/18/11	4/18/11	4/25/11	$138.52
Angela Wellmon	7/25/68	Dr A	4/18/11	4/18/11	4/25/11	$2,097.58
Blease Creech	10/5/55	Dr Cain	4/18/11	4/18/11	4/25/11	$7,209.01
Charles Grizzle	9/13/00	Dr Ciobanu	4/18/11	4/18/11	4/25/11	$4,197.15
Coby Byrd	10/4/01	Dr Budhram	4/18/11	4/18/11	4/25/11	$4,089.13
Daundre Robinson	1/10/02	Dr Ogburn-Bee	4/18/11	4/18/11	4/25/11	$426.84
Ethel Miller	5/3/67	Dr Biester	4/18/11	4/18/11	4/25/11	$4,384.06
Hattie Cranford	8/23/44	Dr Bell	4/18/11	4/18/11	4/25/11	$1,873.92
James Ousley III	7/16/41	Dr Davis	4/18/11	4/18/11	4/25/11	$1,838.22
Jaylen Prescott	3/11/01	self	4/18/11	4/18/11	4/25/11	$2,226.17
John McLeod	3/8/59	Dr Elder	4/18/11	4/18/11	4/25/11	$1,087.20
Jordan Mickens	1/31/07	Dr Morphis	4/18/11	4/18/11	4/25/11	$967.69
Karen Andrews	10/23/55	Dr Andrews	4/18/11	4/18/11	4/25/11	$3,061.24
Larry Reiss	11/15/47	Dr Elder	4/18/11	4/18/11	4/25/11	$0.00
Laura Sullivan	6/7/65	Dr Dayrit	4/18/11	4/18/11	4/25/11	$1,515.62
Marc Timms	3/6/59	Dr A	4/18/11	4/18/11	4/25/11	$3,800.10
Margaret Tingen	5/29/90	Dr Harless	4/18/11	4/18/11	4/25/11	$9,077.88
Marilyn Johnson	10/17/74	Dr Harless	4/18/11	4/18/11	4/25/11	$4,467.69
Mark Haenchen	6/13/57	Dr Stonelock	4/18/11	4/18/11	4/25/11	$6,257.28
Nettie Peterson	7/9/29	Dr Quaye	4/18/11	4/18/11	4/25/11	$2,507.32
Sarah Roberts	11/11/59	Dr Reynolds	4/18/11	4/18/11	4/25/11	$1,889.37
Sincere Lewis	8/8/06	Dr Ciobanu	4/18/11	4/18/11	4/25/11	$1,686.61
Tatianya Perkins	8/24/08	Dr Morphis	4/18/11	4/18/11	4/25/11	$1,123.86

SCENT DEF Exhibit 117

Tyler Nivens	12/2/03	Dr Ciobanu	4/18/11	4/18/11	4/25/11	$5,493.58
William Airington	6/12/08	Dr Mishra	4/18/11	4/18/11	4/25/11	$1,012.18
Amy Almond	1/11/84	Dr Ropp	4/29/11	4/29/11	5/4/11	$4,445.09
Brenda Pendergrass	5/18/60	self	4/29/11	4/29/11	5/4/11	$120.00
Johnathan Finch	5/20/93	Dr Coward	4/29/11	4/29/11	5/4/11	$2,626.74
Reese Northcutt	8/13/07	Dr Morphis	4/29/11	4/29/11	5/4/11	$2,193.99
Renee Smith	5/5/64	Dr Bell	4/29/11	4/29/11	5/4/11	$5,561.64
Taylor Thomas	7/29/91	Dr Carter	4/29/11	4/29/11	5/4/11	$343.81
Candida Wright	9/20/56	Dr Robinson	6/7/11	6/17/11		$15,556.48
Chloe Fassett	1/30/07	Dr Ovanna	6/9/11	6/9/11	6/17/11	$2,541.28
Hannah Crisp	7/29/09	Dr Coward	6/9/11	6/9/11		$812.99
Julian Polson	8/7/67	self	6/9/11	6/9/11	6/20/11	$395.50
Kathleen McGowan	9/22/57	self	6/9/11	6/9/11	6/17/11	$1,307.67
Keesha Stone	11/12/79	Dr Bell	6/9/11	6/9/11	6/20/11	$6,450.74
Lisa Fagan	3/31/56	Dr Harless	6/9/11	6/9/11	6/20/11	$6,463.16
Louise Jordan	11/4/40	Dr Hyler	6/9/11	6/9/11	6/17/11	$3,070.09
Rebecca Phillips	9/14/50	Dr Cooper	6/9/11	6/9/11	6/17/11	$3,895.96
Sharon Richardson	1/31/59	Dr Bell	6/9/11	6/9/11	6/20/11	$5,316.53
Edna Hinton	2/17/24	Dr Ropp	6/16/11	6/16/11		$473.04
Alice Hickson	7/12/63	Dr Bannister	7/14/11	7/14/11	7/18/11	$0.00
Alijia Taylor	2/2/05	Dr Garcellano	7/14/11	7/14/11	7/18/11	$2,051.09
Elouise Howard	2/11/36	Dr Balogun	7/14/11	7/14/11	7/18/11	$6,567.42
Gage Hickson	8/24/05	Dr Ovanna	7/14/11	7/14/11	7/18/11	$1,294.28
Gwendolyn Johnson	11/3/51	Dr A	7/14/11	7/14/11	7/18/11	$1,276.33
Jamar Brunson	3/12/03	Dr Morphis	7/14/11	7/14/11	7/18/11	$4,510.47
John James	5/14/57	Dr Heaster	7/14/11	7/14/11	7/18/11	$485.37
Nancy Fletcher	12/9/65	Dr Harless	7/14/11	7/14/11	7/18/11	$1,531.95
Patricia Spears	9/3/37	Dr Bell	7/14/11	7/14/11	7/18/11	$2,122.12
Virginia Lighty	6/18/45	Dr Davis	7/14/11	7/14/11	7/18/11	$1,377.74
Zuline Fales	9/21/38	Dr Harless	7/14/11	7/14/11	7/18/11	$1,798.31
Margaret Coker	7/30/38	Dr Reynolds	7/21/11	7/21/11	7/25/11	$1,551.43
Grace Miller	8/26/06	Dr Morphis	7/27/11	7/27/11	8/8/11	$1,788.28

SCENT DEF Exhibit 117

Mercy Miller	8/26/06	Dr Morphis	7/27/11	7/27/11	8/8/11	$1,128.35
Quantella Wilson	2/14/81	self	8/4/11	8/4/11		$5,364.21
Johnny Helms	5/17/46	Dr Reynolds	8/5/11	8/10/11	8/15/11	$1,979.01
Betty Sue Neal	5/25/47	Dr Bell	8/16/11	8/16/11		$11,780.35
Ty Adamson	1/30/00	Dr Bardi	8/16/11	8/16/11	8/24/11	$4,056.85
Vena Catoe	11/18/16	Dr Ward	8/16/11	8/16/11	8/24/11	$0.00
Yvonne Helms	3/15/49	self	8/30/11	8/30/11		$406.84
Tikeyia James	5/22/99	Dr Ovanni	9/2/11	9/6/11	9/15/11	$1,371.68
Tristan Moore	7/3/02	Dr Ciobanu	9/13/11	9/13/11		$5,808.10
Denise Dupree	1/22/76	Dr Sheally	9/14/11	9/30/11	10/5/11	$326.67
Frances Benton	6/28/39	Dr Li	9/14/11	9/14/11	9/15/11	$3,145.74
Lillian Wilson	2/2/34	Dr Novinger	9/14/11	9/30/11	10/5/11	$2,054.75
Tina Hurst	2/19/62	Dr McLeod	9/14/11	9/14/11	9/15/11	$12,123.28
William Barefoot	11/17/38	Dr Chapman	9/14/11	9/14/11	9/15/11	$1,998.28
Alexis Patterson	10/15/97	Dr Ciobanu	9/15/11	9/30/11	10/5/11	$3,803.97
Bobbie Smith	4/2/64	Dr Smith	9/15/11	9/30/11	10/5/11	$4,188.60
Jackie Daniel	1/19/40	Dr Bell	9/20/11	9/30/11	10/5/11	$3,357.79
Sybil Roscoe	9/1/31	Dr McLeod	9/20/11	9/30/11	10/5/11	$194.07
Fabian Brown	7/2/99	Dr Ciobanu	9/22/11	9/30/11	10/5/11	$2,235.08
A'Lana Evans	8/30/05	Dr Daniel	9/26/11	9/27/11	10/5/11	$704.32
Der'Reon Lesane	12/7/06	Dr Budhram	9/26/11	10/5/11		$2,665.46
Ja'Heim Evans	10/23/02	Dr Morphis	9/26/11	9/27/11	10/5/11	$2,359.37
Jakar Spivey	1/31/08	Dr Ciobanu	9/26/11	9/28/11	10/5/11	$678.20
Tikieya Moses	7/14/06	Dr Garcellano	9/26/11	9/28/11	10/5/11	$384.75
Yvonne Funderburk	9/13/54	self	9/29/11	10/3/11	10/5/11	$1,905.75
Gail Edwatds	10/12/61	Dr Reynolds	10/7/11	10/13/11	10/24/11	$11,849.41
Allyssa Creech	5/21/08	Dr Ciobanu	10/21/11	10/26/11	11/1/11	$1,475.29
Azarri Rivers	5/18/10	self	10/21/11	10/26/11	11/1/11	$529.36
Christopher Deese	10/30/77	Dr Smith	10/21/11	10/26/11	11/1/11	$5,589.42
Joaquina Hooks	9/25/56	Dr Vaughan	10/21/11	10/26/11	11/1/11	$3,054.83
Marquis Little	5/22/04	Dr Durant	10/21/11	10/26/11	11/1/11	$869.44
Ravon Butler	10/020/04	Dr Schultz	10/21/11	10/26/11	11/1/11	$1,947.63

SCENT DEF Exhibit 117

Robert Calhoun	8/18/44	Dr Novinger	10/21/11	10/26/11	11/1/11	$1,538.69
Samantha Devine	1/3/99	Dr Morphis	10/21/11	10/26/11	11/1/11	$3,171.15
Stephen Thomas	8/13/80	self	10/21/11	10/26/11	11/1/11	$2,952.61
Allene Reep	2/17/33	Dr Bell	11/2/11	11/2/11	11/2/11	$8,938.25
Elizabeth Johnson	9/19/69	Dr Harless	11/16/11	11/16/11	11/22/11	$3,956.88
Larry Hopkins	12/29/51	Dr Cooper	11/16/11	11/16/11	11/22/11	$5,447.95
Mozinna Williams	5/19/98	Dr Morphis	11/16/11	11/16/11	11/22/11	$3,970.98
Sabrina Cosom	3/11/72	Dr A	11/16/11	11/16/11	11/22/11	$10,809.06
Samuel Johnson	2/28/05	Dr Elder	11/16/11	11/16/11	11/22/11	$777.25
Fannie Hicks	11/9/32	Dr Cooper	11/17/11	11/17/11	11/22/11	$2,086.91
Jacqueline Smith	9/24/76	Dr Nelson	11/17/11	11/17/11	11/22/11	$8,075.96
Christina Feldkirchner	7/21/68	Dr Harless	11/18/11	11/18/11		$0.00
Chadre McCloud	10/7/95	Dr Daniel	11/21/11	11/21/11		$328.17
James Wood Sr	4/28/47	Dr McLeod	11/21/11	11/21/11	12/8/11	$2,686.04
Grant Golden	11/15/04	Dr Morphis	11/22/11	11/29/11	12/8/11	$967.03
Tristan Honeycutt	11/12/85	Dr Long	11/22/11	11/29/11	12/8/11	$1,331.65
Randa Sutton	1/8/96	Dr Ahdieh	11/29/11	11/29/11		$2,267.98
Jaylon Goodwin	9/9/98	Dr Finch	12/16/11	12/16/11	1/10/12	$0.00
Cameron Joyce	2/29/00	Dr. Morphis	1/5/12	1/5/12	1/10/12	$0.00
James Ford	1/31/92	Dr Reynolds	1/5/12	1/15/12		$4,294.74
Joanna Joyce	1/22/68	Dr Harless	1/5/12	1/5/12	1/10/12	$1,151.99
Brittany Joyce	11/24/96	Dr Harless	1/6/12	1/6/12	1/10/12	$3,364.78
Elizabeth Porter	9/5/01	Dr Whiteside	1/6/12	1/6/12	1/10/12	$4,319.52
Josiah Seager	2/14/04	Dr Elder	1/6/12	1/6/12	1/24/12	$4,042.05
Nicole Rossano	2/12/86	Dr Bullard	1/6/12	1/6/12	1/10/12	$6,737.49
Michael Malone	2/5/37	Dr Ropp	1/9/12	1/9/12	1/24/12	$7,488.48
Betty Dewitt	12/16/32	Dr Heaster	1/13/12	1/13/12	1/24/12	$1,411.68
Eddie Davis Jr	3/12/68	Dr Li	1/13/12	1/13/12	1/24/12	$273.03
Linda Bradshaw	10/15/49	Dr McLeod	1/13/12	1/13/12	1/24/12	$6,208.40
Maurice Merriman Jr	11/6/82	Dr McLeod	1/13/12	1/13/12	1/24/12	$16,824.57
Randi Griggs	6/25/97	Dr Ciobanu	1/13/12	1/13/12	1/24/12	$2,979.94
Thomas Quick	11/30/58	self	1/13/12	1/13/12	1/24/12	$5,911.08

SCENT DEF Exhibit 117

Joasie Joplin	8/5/99	Dr Morphis	1/16/12	1/16/12	1/24/12	$2,487.43
David Ingram	5/9/64	Dr Elder	1/20/12	1/20/12	1/24/12	$865.51
deMari Ervin	12/9/99	Dr Belmar	1/20/12	1/20/12	1/24/12	$6,000.48
GeMari Ervin	12/9/99	Dr Belmar	1/20/12	1/20/12	1/24/12	$5,357.76
Jeffrey Mullis	8/19/69	Dr McLeod	1/20/12	1/20/12	1/24/12	$6,476.62
Josephine Ridges	5/2/49	Dr Cooper	1/20/12	1/20/12	1/24/12	$1,761.19
Alvin Talbert	6/13/73	Dr Elder	1/23/12	1/23/12	2/2/12	$7,818.26
Cole O'Neal	7/22/98	Dr Treaynham	1/23/12	1/23/12	1/24/12	$1,644.37
Delores Lett	3/26/53	Dr Elder	1/23/12	1/23/12	1/24/12	$7,149.64
Dylan Talbert	6/20/94	Dr Elder	1/23/12	1/23/12	2/2/12	$9,109.84
Kaye Chapman	5/22/49	Dr McLeod	1/23/12	1/23/12	1/24/12	$456.84
Skylar Lee	12/19/97	Dr Ciobanu	1/23/12	1/23/12	2/2/12	$815.36
William Williams Jr	6/29/55	self	1/30/12	1/30/12	2/2/12	$10,617.67
Adyson Howell	10/30/08	Dr Morris	2/3/12	2/3/12	2/6/12	$2,119.69
Coleen Taylor	11/15/58	Dr Goodson	2/3/12	2/3/12	2/8/12	$3,829.83
Jeanette Bledsoe	10/10/51	Dr Harless	2/3/12	2/3/12	2/6/12	$3,360.23
John Bledsoe	7/12/48	self	2/3/12	2/3/12	002/06/12	$1,618.84
Kaitlyn Johnson	6/23/03	Dr A	2/3/12	2/3/12	2/8/12	$8,036.88
Mae Ella Boyd	7/18/48	Dr Garcellano	2/3/12	2/3/12	2/8/12	$1,763.42
Matthew Boan	3/27/96	Dr Morphis	2/3/12	2/3/12	2/6/12	$4,642.68
Malaysia McIver	10/23/08	Dr Ciobanu	2/3/12	2/3/12	2/6/12	$733.98
Danny Childers	7/24/80	Dr Munn	2/6/12	2/6/12	2/8/12	$2,058.45
Genevia Hendricks	9/25/40	Dr Moyd	2/6/12	2/6/12	2/8/12	$1,433.10
Joanne Northcutt	11/21/30	Dr Davis	2/6/12	2/6/12	2/8/12	$1,386.74
Margaret Marsh	7/20/55	Dr Mitchell	2/6/12	2/6/12	2/8/12	$4,275.59
Matthew Winburn	2/20/94	Dr Elder	2/6/12	2/6/12	2/8/12	$0.00
Sandra Irvin	9/30/40	Dr Bullard	2/6/12	2/6/12	2/8/12	$2,117.35
Shaheem McPhail	12/4/97	Dr Morphis	2/6/12	2/6/12	2/8/12	$7,094.54
Thomas Overstreet	3/24/94	Dr Novinger	2/6/12	2/6/12	2/8/12	$8,390.85
William Threadgill	9/19/02	Dr Ovanni	2/6/12	2/6/12	2/8/12	$706.52
Katherine Hunter	6/30/48	self	2/9/12	2/9/12	2/13/12	$1,079.09
Norma Adams	8/6/42	Dr Weaver	2/9/12	2/9/12	2/13/12	$2,796.41

SCENT DEF Exhibit 117

Calvin Stogner	3/21/45	Dr Evans	2/10/12	2/10/12	2/13/12	$4,790.20
David Pulling	1/1/74	Dr Elder	2/10/12	2/10/12	2/13/12	$9,556.21
Destiny Phillips	3/21/00	Dr Siegman	2/10/12	2/10/12	2/13/12	$994.79
Margaret Stogner	12/14/49	self	2/10/12	2/10/12	2/13/12	$3,205.42
Sierra Hall	7/26/95	Dr Ciobanu	2/10/12	2/10/12	2/13/12	$308.93
William Bristow	5/4/97	Dr Siegman	2/10/12	2/10/12	2/13/12	$2,095.95
Ann Davidson	6/14/67	Dr Soliman	2/15/12	2/15/12	2/22/12	$7,236.28
David Armstrong	2/10/47	Dr McAlpine	2/15/12	2/15/12	2/22/12	$7,010.58
Lynda Johnson	11/20/60	Dr Ropp	2/20/12	2/20/12	2/22/12	$254.14
Rockie Spann	4/29/99	Dr Whiteside	2/20/12	2/20/12	2/22/12	$2,406.35
Wynter Goins	8/5/98	Dr Morphis	2/20/12	2/20/12	2/22/12	$4,160.11
Ashley Robinson	7/24/97	Dr Morphis	2/28/12	2/28/12	3/5/12	$3,066.34
Frances O'Keef	12/26/44	Dr Cooper	2/28/12	2/28/12	3/5/12	$5,043.24
Sebe Gainey	6/3/72	Dr Harless	2/28/12	2/28/12	3/5/12	$3,604.09
Charlie Luckey	8/11/26	Dr Reynolds	2/29/12	2/29/12	3/5/12	$1,452.33
Delonzo Johnson	8/2/02	Dr Garcellano	2/29/12	2/29/12	3/5/12	$2,461.15
Garrett Pressley	4/13/01	Dr Morphis	2/29/12	2/29/12	3/5/12	$3,914.80
Katlyn Pressley	7/19/04	Dr Morphis	2/29/12	2/29/12	3/5/12	$2,012.39
Kylee Dawkins	7/1/06	Dr Morphis	2/29/12	2/29/12	3/5/12	$3,409.10
Susan Pattengill	9/22/48	Dr Reynolds	2/29/12	2/29/12	3/5/12	$2,617.51
Megan Howell	12/7/04	Dr Ovanni	2/29/12	2/29/12	3/5/12	$1,020.25
Peggy Smith	3/16/44	Dr Novinger	2/29/12	2/29/12	3/5/12	$5,361.21
Tata White	2/11/10	self	2/29/12	2/29/12	3/5/12	$210.04
Timothy webb	11/21/04	Dr Budhram	2/29/12	2/28/12		$2,173.01
Tristan McDonald	6/13/02	Dr Ciobanu	2/29/12	2/29/12	3/5/12	$7,496.53
Virginia Howle	7/9/51	Dr Harless	2/29/12	2/29/12	3/5/12	$1,864.17
Wyatt Pressley	3/21/99	Dr Morphis	2/29/12	2/29/12	3/15/12	$1,295.73
Charles Rogers	9/15/70	Dr Elder	3/9/12	3/9/12	3/19/12	$1,427.29
Jordan Muldrow	8/19/00	Dr Morphis	3/9/12	3/9/12	3/19/12	$3,333.48
Layman Graham	8/5/42	Dr Chapman	3/12/12	3/12/12	3/19/12	$1,112.85
Mikayla Scott	6/13/95	Dr Budhram	3/12/12	3/12/12	3/19/12	$1,609.59
Norma Jean Rogers	12/5/65	self	3/12/12	3/12/12	3/19/12	$1,624.22

SCENT DEF Exhibit 117

Sandra Nelson	9/2/69	Dr A	3/12/12	3/12/12	3/19/12	$2,441.21
Hayden Lear	11/18/08	Dr Ciobanu	3/22/12	3/22/12		$1,412.81
Reginald Cabbagestalk	11/6/03	Dr Ward	3/22/12	3/22/12		$160.02
Bonnie Keller	3/10/45	Dr Butler	3/26/12	3/26/12		$2,155.05
Chadwick Davis	8/15/75	Dr Iqbal	3/26/12	3/26/12		$3,143.83
Howard Howle	5/22/36	Dr Bell	3/26/12	3/26/12		$2,566.91
Thomas Amerson	2/22/65	Dr Quay	3/26/12	3/26/12		$3,077.66
Denise Walker	8/10/57		3/30/12	3/30/12		$7,284.24
Don Melton	8/31/42	Dr Cooper	3/30/12	3/30/12		$7,440.58
Linda Hasemann	12/3/53	Dr Garcellano	3/30/12	4/3/12		$5,389.56
Marcus Murray	8/20/85	self	3/30/12	4/3/12		$30,041.58
Nancy McLaurin	7/29/43	Dr Newsome	3/30/12	4/3/12		$3,180.82
Ron Skipper	2/17/51	Dr Bell	3/30/12	4/3/12		$3,334.99
Sherron Skipper	12/27/54	Dr Bell	3/30/12	4/3/12		$2,963.37
Barbara Dickson	2/15/49	self	4/3/12	4/4/12		$6,719.09
KaDee Parnell	10/25/05	Dr Powell	4/3/12	4/4/12		$597.82
Katherine Wright	6/19/73	self	4/3/12	4/4/12		$410.61
Laura Mae Pooler	2/26/73	Dr Elder	4/3/12	4/4/12		$8,727.89
Rex Yarborough	12/2/52	Dr A	4/3/12	4/3/12		$9,474.78
Brayden Hatchell	10/1/09	Dr Coward	4/16/12	4/17/12		$697.48
Cleveland Keith	3/9/82	Dr Heaster	4/16/12	4/17/12		$7,045.69
Elaine Johnson	5/2/52	Dr Quaye	4/16/12	4/17/12		$793.42
Howard Walters	7/18/44	Dr Pittard	4/16/12	4/17/12		$2,088.15
Laura Campbell	4/1/70	Dr A	4/16/12	4/17/12		$1,907.30
Margaret Byrd	7/10/40	Dr Moyd	4/16/12	4/17/12		$8,388.11
Necole Jacobs	10/12/79	Dr Garcellano	4/16/12	4/17/12		$1,603.69
Theola Baker	8/17/05	Dr Cooper	4/16/12	4/16/12		$6,594.57
Elijah Myers	2/25/02	Dr Ciobanu	4/20/12	4/25/12		$749.01
Kristin Hatchell	12/25/82	Dr Danzy	4/20/12	4/25/12		$1,658.39
Michelle Shea	3/25/63	Dr Anderson	4/20/12	4/25/12		$10,094.09
Onita Filyaw	3/3/75	Dr Stewart	4/20/12	4/25/12		$2,529.37
Betty Jean Ellison	12/14/56	Dr Li	4/24/12	4/30/12		$3,727.85

SCENT DEF Exhibit 117

Machell Sprauve	4/8/67	Dr Carrie	4/24/12	4/30/12		$4,326.72
Eric Tew	1/27/71	Dr Ropp	4/26/12	4/30/12		$7,512.87
John Blackwell	1/2/38	Dr Bell	4/26/12	4/30/12		$0.00
Ella Dyce	8/19/08	Dr Dyce	5/3/12	5/3/12		$0.00
Felicia Campbell	9/18/81	Dr Damzy	5/3/12	5/3/12	5/8/12	$3,110.41
Frances Teal	6/13/33	Dr Bullard	5/18/12	5/18/12	5/22/12	$4,073.05
Shirley Baker	7/10/52	Dr Bell	5/18/12	5/18/12	5/22/12	$738.25
Elizabeth English	2/12/84	Dr Pennebaker	5/21/12	5/21/12	5/30/12	$2,088.41
Ella Lee Burch	10/7/38	Dr Weaver	5/21/12	5/21/12	5/22/12	$509.02
Gloria Jones	5/18/64	self	5/21/12	5/21/12	5/30/12	$605.03
Cynthia Howle	7/6/68	Dr Bell	5/30/12	5/30/12	6/1/12	$3,158.47
Pamela Wiseman	6/2/46	Dr Ropp	5/30/12	5/30/12	6/1/12	$578.37
Lanita West	11/22/64	Dr Hester	6/15/12	6/15/12		$287.95
Thomas Abate	6/14/74	Dr Serbin	6/15/12	6/15/12		$1,996.10
Anthony Sherman	3/30/38	Dr Evans	6/20/12	6/20/12	6/27/12	$5,042.00
Baabara Sims	2/1/51	Dr Weaver	6/20/12	6/20/12	6/27/12	$2,654.18
Cynthia Benjamin	11/20/60	self	6/21/12	6/21/12	6/27/12	$155.60
Jimmy Andrews	10/18/41	Dr A	7/11/12	7/11/12	7/24/12	$1,475.65
Andrew Walker	3/3/98	self	7/13/12	7/19/12	7/24/12	$0.00
Arena Davis	4/17/42	Dr Ropp	7/13/12	7/19/12	7/24/12	$0.00
Benjamin Stallworth	4/28/08	Dr Coward	7/13/12	7/19/12	7/24/12	$1,288.18
Betty Jean Polson	9/24/49	Dr A	7/13/12	7/19/12	7/24/12	$1,136.04
Tommy Garrison	10/14/54	Dr Carter	7/13/12	7/18/12	7/24/12	$2,270.95
Craig Hays	9/28/69	Dr Bell	7/13/12	7/19/12	7/24/12	$1,314.44
Dale Huggins	8/10/50	Dr A	7/13/12	7/19/12	7/23/12	$591.96
David Aguilar	4/29/10	Dr Morphis	7/13/12	7/19/12	7/24/12	$1,567.74
Eron Graham	12/13/01	self	7/13/12	7/19/12	7/24/12	$335.00
James Taylor	12/31/19	Dr Soliman	7/13/12	7/19/12	7/24/12	$947.64
Jaysa Tucker	12/18/03	Dr Ciobanu	7/13/12	7/18/12	7/24/12	$1,678.50
Rashad Mccoy	1/2/03	Dr Morphis	7/13/12	7/19/12	7/24/12	$2,118.53
Anissa O'Neal	9/15/68	Dr A	7/16/12	7/19/12	7/24/12	$5,524.36
Angela Filyaw	3/3/75	Dr Stewart	7/16/12	7/19/12	7/24/12	$51.14
Cassidy Reed	6/10/07	Dr Ogburn-	7/16/12	7/20/12	7/24/12	$2,183.54
Devonte Hough	7/23/04	Dr Budhram	7/16/12	7/19/12	7/24/12	$4,123.07

SCENT DEF Exhibit 117

Era Pate	1/25/51	Dr Quaye	7/16/12	7/19/12	7/24/12	$7,775.75
Hattie Dargan	2/27/40	Dr Ambrose	7/16/12	7/19/12	7/24/12	$921.97
Jeffrey Galloway	2/23/68	Dr Bell	7/16/12	7/19/12	7/24/12	$8,210.28
Jennifer Knight	10/6/80	Dr Ash	7/16/12	7/20/12	7/24/12	$3,315.20
Karen Brown	7/18/58	Dr Long	7/16/12	7/20/12	7/24/12	$5,901.84
Marguerite Howle	1/25/66	Dr Evans	7/16/12	7/19/12	7/24/12	$6,074.54
Zachary Caulder	6/2/04	Dr Ciobanu	7/16/12	7/18/12	7/24/12	$3,915.35
David Engram	5/26/07	Dr Carlton	7/18/12	7/20/12	7/24/12	$4,122.56
Frances Jones	12/26/44	Dr Novinger	7/18/12	7/20/12	8/1/12	$3,943.20
Jasmine Johnson	12/23/97	Dr Ciobanu	7/18/12	7/20/12	7/24/12	$137.78
Marqueveon Simon	11/7/06	Dr Morphis	7/20/12	7/25/12	8/1/12	$943.31
Whitney Allen	6/1/89	Dr Siegmann	7/20/12	7/25/12	8/1/12	$2,142.43
Annie Wilds	7/21/39	Dr Moyd	8/10/12	8/10/12	8/20/12	$546.44
Christy Reynolds	11/18/74	Dr Li	8/10/12	8/10/12	8/20/12	$6,136.62
Jessie Cooley	7/31/61	Dr Davis	8/10/12	8/10/12	8/20/12	$1,243.83
Amadeus Moses	1/5/98	Dr Balogun	8/28/12	8/28/12	9/4/12	$4,260.73
Antonio Brown	1/17/98	Dr Morphis	8/28/12	8/28/12	8/29/12	$1,308.73
Dina Hart	6/11/43	Dr Bullard	8/28/12	8/28/12	8/29/12	$599.04
Melody Moses	10/25/67	Dr Balogun	8/28/12	8/28/12	9/4/12	$10,639.65
Foster Lee Davis	12/7/40	Dr Long	9/4/12	9/10/12	9/11/12	$1,165.35
Ian Mays	9/9/09	Dr Morphis	9/24/12	9/24/12	9/25/12	$2,323.42
Betty Polson	9/24/49	Dr. A	10/9/12	10/9/12	10/16/12	$1,136.04
Betty Starden	9/26/38	Dr. Quave	10/23/12	10/24/12	10/29/12	$1,010.70
Amy Ponds	6/25/73	Dr. Smith	11/15/12	11/15/12	11/27/12	$1,093.33
James Melton	5/17/75	Dr. Robins	12/6/12	12/6/12	12/7/12	$839.97
Sylvia Davis	2/12/44	Dr. Kearse	12/6/12	12/6/12	12/7/12	$9,822.70
Gracie Blackwell	11/8/05	Dr. Surka	12/6/12	12/6/12	12/7/12	$1,136.21
Charlyce Goodwin	2/8/55	Dr. Pridgen	12/6/12	12/6/12	12/7/12	$2,246.22
Kayla Davis	1/22/02	Dr.Harless	12/12/12	12/12/12	12/18/12	$625.23
Margaret Johnson	2/15/39	Dr. Reynolds	12/20/12	12/20/12	12/27/12	$2,592.89
Gloria Lewis	8/5/60	Dr. Daniel	12/20/12	12/20/12	12/27/12	$625.23
Ernest Stangel	12/13/53	Dr Newsome	12/10/12	12/10/12	12/13/12	$7,362.46
Kairon Mallory	10/13/98	Dr Budhram	12/10/12	12/10/12	12/13/12	$4,245.25
Kaishawn Mallory	3/30/01	Dr Budhram	12/10/12	12/10/12	12/13/12	$6,132.93

SCENT DEF Exhibit 117

Sara Wicker	1/16/33	Dr Newsome	12/10/12	12/10/12	12/13/12	$13,039.60
Viola Engram	10/28/53	Dr Smith	12/10/12	12/10/12	12/13/12	$3,879.89
William Cross	3/4/77	Dr Chapman	12/10/12	12/10/12	12/13/12	$3,065.65
Christine McFarland	11/20/50	Dr. Strayer	2/1/13	2/1/13	2/6/13	$2,183.51
Crishyra Wilson	6/23/50	Dr. Morphis	2/7/13	2/7/13	2/13/13	$1,727.90
Donna Greene	6/26/66	Dr. Long	2/7/13	2/7/13	2/11/13	$3,933.23
Kendra Chestnut	3/13/07	Dr. Morphis	2/1/13	2/1/13	2/7/13	$2,197.07
Shatena Harris	9/19/89	Dr. Coward	2/7/13	2/7/13	2/11/13	$4,083.07
Louise Little	7/29/43	Dr. Moyd	2/8/13	2/8/13	2/20/13	$3,123.09
Saharah McFarland	6/12/04	Dr. Morphis	2/14/13	2/14/13	2/20/13	$2,854.32
Roland Gray	6/7/41	Dr. A	2/14/13	2/14/13	2/20/13	$156.38
Leslie Smith Rebar	7/26/83	Dr. Bell	3/20/13	3/22/13	3/26/13	$3,516.31
Kyleigh Hendrix	3/7/07	Dr. Coward	3/20/13	3/20/13	3/26/13	$2,994.03
Lessie Dundy	3/30/53	Dr. Moyd	3/22/13	3/22/13	4/15/13	$6,415.10
Ruby Montgomery	6/2/71	Dr. Daniel	3/28/13	4/9/13	4/15/13	$1,524.65
Kendra Timmons	10/12/99	Dr. Ogburn	4/9/13	4/9/13	4/15/13	$861.27
Johnnie Thompson	2/26/43	Dr. Bullard	4/9/13	4/9/13	4/15/13	$2,352.13
Jordan Gooden	10/7/92	Dr. Novinger	4/9/13	4/9/13	4/15/13	$3,406.00
James Kilpatrick	10/9/32	Dr. Bullard	4/9/13	4/9/13	4/15/13	$4.12
Maria Matthews	6/28/63	Dr. Shaw	4/9/13	4/9/13	4/15/13	$1,920.18
Marie Burr	8/17/29	Dr. Weaver	4/10/13	4/10/13	4/15/13	$2,264.62
William Thompson	4/3/51	self	4/10/13	4/10/13	4/15/13	$458.83
Myrtle Flowers	4/10/20	Dr. Evans	4/11/13	4/11/13	4/15/13	$1,107.64
Chelsea Robinson	9/25/01	Dr. Ciobanu	4/11/13	4/11/13	4/15/13	$1,539.43
John Campbell	6/13/07	Dr. Ciobanu	4/11/13	4/11/13	4/15/13	$1,482.98
Sallie Goldfinch	3/4/43	Dr. Mcleod	4/11/13	4/11/13	4/15/13	$1,452.36
Wanda King	11/13/64	Dr. Siegman	4/12/13	4/12/13	4/23/13	$317.98
Ernie Willaims	8/27/56	Dr. Moyd	4/12/13	4/12/13	4/23/13	$3,230.09
Whitney Brown Allen	6/1/89	Dr. Siegman	5/22/13	5/22/13	5/23/13	$1,816.28
Destiny Anderson	1/1/01	Dr. Ward	5/22/13	5/22/13	5/23/13	$1,000.73
Joyce Funderburk	1/9/43	Dr. Newsome	5/22/13	5/22/13	5/23/13	$1,496.27
Eunice Alexander	11/9/41	Dr. Carter	5/22/13	5/22/13	5/23/13	$2,123.58

SCENT DEF Exhibit 117

Ashley Froese	5/1/97	Dr. Coward	5/22/13	5/22/13	5/23/13	$3,861.73
Kayceen Granthem	12/3/07	Dr. Ovanna	5/22/13	5/22/13	5/23/13	$1,082.98
Perry England III	2/12/47	Dr. Vaughan	5/22/13	5/22/13	5/23/13	$759.11
Jessica Barefoot	4/5/86	Dr. Elder	6/5/13	6/5/13	6/11/13	$5,684.97
Jazmine Copeland	5/27/03	Dr. Morphis	6/6/13	6/7/13	6/11/13	$973.17
Arin Blue	7/3/06	Dr. A	6/6/13	6/7/13	6/11/13	$825.75
Billy Blackwell	7/28/35	Dr. Bell	6/6/13	6/7/13	6/11/13	$1,735.47
Veronica Drath	1/7/64	Dr. Robinson	6/14/13	6/14/13	6/25/13	$4,697.34
Nellie Barnes	9/21/50	self	7/18/13	7/18/13	7/23/13	$867.00
Rebekah Cassidy	10/20/82	Dr. A	7/18/13	7/18/13	7/23/13	$1,045.40
Brittney Gibson	8/26/99	Dr. Morphis	7/18/13	7/18/13	7/23/13	$2,455.93
Gregory Gainey	9/20/67	Dr. Long	7/30/13	7/31/13	8/12/13	$507.24
Joseph Wright	3/25/76	Dr Newsome	9/16/13	9/16/13	9/25/13	$2,102.39
John Beatti	11/12/49	Dr Harless	9/19/13	9/19/13	9/25/13	$2,020.00
Anna Harris	3/28/48	Dr Davis	9/19/13	9/19/13	9/25/13	$6,252.16
Shirley Baker	7/10/52	Dr Bell	9/19/13	9/19/13	9/25/13	$738.25
Tiwana Cloud	4/16/74	Dr Mitchell	9/19/13	9/19/13	9/25/13	$5,482.97
Robbie Jackson	5/15/00	Dr Long	9/19/13	9/19/13	9/25/13	$1,255.66
Sheila Watson	5/4/54	Dr Soliman	9/30/13	9/30/13	10/25/13	$1,219.46
Sepia Blackstock	12/4/75	Dr Quaye	10/30/13	10/30/13	11/4/13	$7,555.28
Jennifer Wiggins	2/21/70	Dr Ropp	10/30/13	10/30/13	11/4/13	$5,342.16
Total						**$1,330,998.32**