THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

Clifton B. Newman, Circuit Court Judge

Appellate Case No. 2020-000067

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SC Court of Appeals

Dr. Kaoru Pridgen, ... Appellant,

v.

Colonial Family Practice, LLC; Varsity Family Care Partners, LLC; Family Care Partners d/b/a Family Care Partners Management, LLC; Dr. Clay Lowder; Thomas W. Watson; and Dr. Gary R. Katz, ... Respondents.

JOINT MOTION TO SEAL PORTIONS OF THE RECORD ON APPEAL

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BACKGROUND

On August 24, 2020, Dr. Kaoru Pridgen ("Appellant") filed a Motion to Seal the Record on Appeal. Respondents Colonial Family Practice, LLC, Family Care Partners Management, LLC, Dr. Clay Lowder, and Thomas Watson (collectively, the "Colonial Respondents") filed a memorandum in support of Appellant's Motion to Seal on August 26, 2020.

The Court denied Appellant's motion by Order dated September 17, 2020. The Court held that the motion "fails to fully address the factors listed [in Rule 41.1, SCRCP] . . . or to explain 'why alternatives other than sealing the documents,' such as redaction of the confidential financial information or personal identifiers, would not sufficiently protect legitimate privacy interests." The Order was expressly without prejudice to Appellant's right to refile the motion in order to provide the court with the necessary information.

ARGUMENT

"Judicial proceedings and court records are presumptively open to the public under the common law, the First Amendment of the federal constitution, and the state constitution." *Ex parte Capital U-Drive-It, Inc.*, 369 S.C. 1, 10, 630 S.E.2d 464, 469 (2006) (*construing* S.C. Const. art. I § 9) ("[a]ll courts shall be public"); *Davis v. Jennings*, 304 S.C. 502, 505, 405 S.E.2d 601, 603 (1991). However, a party may file a Motion to Seal, which should be granted when the moving party shows the balance of public and private interests favors sealing the documents. Rule 41.1(b), SCRCP.

The parties jointly file this Motion to Seal Portions of the Record on Appeal pursuant to Rule 41.1, SCRCP. The Record on Appeal contains the following categories of confidential information and documents which the parties believe should be sealed from public view:

- tax returns of Appellant and her husband, Arthur Hartzog, a non-party, which include their social security numbers, dates of birth, bank account information, and income;

- tax returns and bank account records of the Colonial Respondents, which include these parties' tax identification numbers and financial account numbers;

- documents exchanged by the parties in discovery which were marked "Confidential" because they contain sensitive financial information pertaining to non-party employees of Colonial and/or Family Care Partners;

- documents exchanged by the parties in discovery which were marked "Confidential" as they contain sensitive financial and operational information pertaining to Respondents' business; and

- depositions of the parties with significant portions designated "Confidential" as the testimony contains sensitive financial and operational information related to the parties individually and/or Respondents' business.

The documents which were marked "Confidential" in the lower court were produced pursuant to a Consent Confidentiality Order entered by the lower court on November 5, 2018. **Exhibit 1**.

The Rules of Civil Procedure require a party filing documents in the public record to redact confidential information, including social security numbers, bank account numbers, and other sensitive information.[1] The notes to Rule 41.2, SCRCP, express a concern regarding the public's "[e]asy access to electronic court records" and resulting "privacy" issues. Therefore, "[p]arties preparing or filing documents are prohibited from filing documents which contain personal identifying information delineated in S.C. Code Ann. § 30-2-330(A)." Rule 41.2, SCRCP, at notes. "Parties should exercise caution and refrain from including any unnecessary personal identifying information in court filings so as to limit the necessity of redacting documents." *Id.*

[1] *See* Rule 41.2(a), SCRCP ("A person filing a document in paper or electronic format shall not include, or will redact where inclusion is necessary, the following personal identifying information. (1) "Social Security Numbers, Taxpayer Identification Numbers, Driver's License Numbers, Passport Numbers or Any Other Personal Identifying Numbers. If it is necessary to include personal identifying numbers in a document, the parties should utilize some other identifier. Parties shall not include any portion of a social security number in a filing. . . . (3) Financial Account Numbers, including Any Type of Bank Account Numbers, Personal Identifying Number (PIN) Code, or Passwords. If financial account numbers are relevant, only the last four digits of these numbers should be used. . . (5) Date of Birth. If a date of birth must be included, only the year of birth should be included.").

"Furthermore, parties should exercise caution in including other sensitive personal data in filings, such as medical records, employment history, individual financial information, proprietary or trade secret information, [etc.]." Rule 42.1, SCRCP, at notes. Courts have held that matters involving "juveniles, legitimate trade secrets, or information covered by a recognized privilege" are legitimate reasons a court may restrict records, while mere claims of "embarrassment, damage to reputation, and general desire for privacy do not constitute good cause to seal court records." *Ex parte Capital U-Drive-It*, at 10–11, 630 S.E.2d 469–70.

The Record on Appeal, filed on July 28, 2020, contains highly-sensitive personal identifying information, sensitive financial and compensation information of non-parties, sensitive financial information of the parties and their business, and confidential information related to Respondents' business operations. Sealing these portions of the Record is necessary to protect the privacy interests of not only the parties, but also non-parties, such as Arthur Hartzog (Appellant's husband) and other doctors who work for Colonial's medical practice, including Drs. John Baker and Carlos Soto. The information contained in the confidential documents are matters of which the parties (and non-parties) have a legitimate expectation of privacy.

Upon information and belief, less drastic alternatives to sealing certain portions of the Record on Appeal do not afford adequate protection to the interests of the parties and non-parties. Redaction of certain documents in the Record cannot be made without blacking-out the entire document at issue, and at least some of the information that would be redacted is a necessary part of the Record on Appeal. For example, Appellant contends that terms of the Acquisition Agreement between Colonial, Family Care Partners, and Varsity are relevant to issues in this appeal. Therefore, redactions to the Acquisition Agreement could not be made without redacting the entire Agreement, which would prevent the Court from seeing the

Agreement's terms. On the other hand, sealing the Agreement, in its entirety, would enable the Court to review the terms of the Agreement in consideration of Appellant's arguments but would shield the public from gaining access to a document revealing various aspects of the Respondents' business operations. Similarly, Appellant contends that Colonial and Family Care Partners' Board meeting agendas and notes are relevant to issues in the appeal. These agendas and notes contain sensitive information regarding Respondents' operations and cannot be partially redacted without obscuring information that may be relevant to the issues in the appeal.

In addition, the Record on Appeal contains sensitive financial information related to non-parties, including Appellant's husband, Arthur Hartzog, and Colonial's physicians, such as Drs. John Baker and Carlos Soto. Included in the Record on Appeal is Dr. Baker's Employment Agreement with Colonial, which reveals the terms of his annual compensation, bonus eligibility, and annual allowance. Dr. Soto testified as to numerous aspects of his compensation and employment terms, as well as various meetings of the partners, or members, of Colonial and Family Care Partners, which are otherwise held confidential and private. Appellant contends this information is relevant to issues in the appeal, and therefore, such information could not be redacted. With respect to these non-parties' financial information and the parties' business operations, the official notes to Rule 41.2, SCRCP, state that such information should be protected from public visibility: "[P]arties should exercise caution in including other sensitive personal data in filings, such as medical records, employment history, individual financial information, proprietary or trade secret information, [etc.]." *Id.* Sealing is therefore appropriate.

As another example, the "investment packages" for both non-party Dr. Baker and Respondent Dr. Katz are included in the Record on Appeal. These documents contain the terms of Drs. Baker and Katz's investment in Family Care Partners, including the amount of their buy-

in and other terms of their membership interest, which Appellant contends is relevant to issues in this appeal. Such information constitutes "individual financial information" as well as other sensitive data relating to the business and operations of Colonial and Family Care Partners. As a result, these documents should be sealed in their entirety. No less drastic alternatives to sealing are available to protect these persons' legitimate privacy interests while at the same time allowing the Court to review relevant evidence.

Rule 41.1 requires that a party seeking to seal documents also address the following factors: "(1) ensuring the parties' right to a fair trial or hearing; (2) the need for witness cooperation; (3) the reliance of the parties upon expectations of confidentiality of the proceeding; (4) the public or professional significance of the proceeding; (5) the perceived harm to the parties from disclosure; . . .[2] and (7) why the public interest, including but not limited to, the public health and safety, is best served by sealing the documents. Rule 41.1(b)(1)-(7), SCRCP.

As to the first factor, the parties have already exercised their right to a fair hearing on the underlying Motions for Summary Judgment, which the lower court granted. The parties invoked the appropriate procedural steps to file all relevant documents with the lower court in support of their respective arguments, subject to the protection afforded by the lower court's Consent Confidentiality Order. The lower court heard and considered all exhibits submitted by the parties. Respondents' confidential and sensitive financial and business information is relevant to the issues on appeal, but the public interest is not served by their being available to the public. Further, Respondents are seeking to protect the legitimate privacy interests of non-parties (Arthur Hartzog, Dr. Baker, and Dr. Soto) who do not have a right to assert their own privacy interests in this case.

[2] Factor six, "why alternatives other than sealing the documents are not available," has already been discussed.

The second factor, the need for witness cooperation, is not at issue in this circumstance, although protecting the legitimate privacy interests of non-parties undoubtedly promotes witness cooperation in general terms.

With respect to the parties' reliance upon expectations of confidentiality, this consideration weighs strongly in favor of sealing the confidential documents in the Record on Appeal. In the lower court, the parties produced documents marked "Confidential" pursuant to a Consent Confidentiality Order issued by the lower court. The parties reasonably expected that the documents would remain confidential and subject to the Consent Confidentiality Order's protections throughout this litigation. However, despite that their expectation and reliance on the lower court's Order, the confidential information is now potentially exposed to the public, without Respondents' consent and over Respondents' objection. Only by sealing the confidential documents in the Record on Appeal can the Court effectuate the parties' reliance on the lower court's order.

Upon information and belief, factors four and seven—the public or professional significance of the proceeding and why the public interest, including, but not limited to, the public health and safety, is best served by sealing the documents—are not relevant to the Court's analysis of the documents at issue. This appeal is from two orders granting summary judgment to Respondents on Appellant's claims including breach of contract, breach of contract accompanied by a fraudulent act, promissory estoppel, and negligent misrepresentation. While the claims are personally and professionally relevant to *Appellant*, they are not publicly significant and do not touch upon issues of public health or safety.

The fifth factor, "the perceived harm to the parties from disclosure," also militates in favor of sealing portions of the Record on Appeal containing confidential information and

documents. All parties in this case have confidential information and documents included in the Record on Appeal. Disclosure of this information and these documents to the public would be a significant privacy concern for all parties, and the harm outweighs any benefit to the public from accessing these records.

The parties respectfully request the following pages be sealed pursuant to Rule 41.1. *See also* 41.2(e), SCRCP ("The request must specify the document and page number of the document that contains information to be redacted.").

- R. pp. 0479-0560 (highly sensitive Acquisition Agreement and exhibits); *id.* at R. p. 1023 (excerpt from Acquisition Agreement marked "Confidential"); *id.* at R. pp. 1025-1032 (schedule from Acquisition Agreement listing employees)

- R. pp. 0561-0566 (Varsity organizational chart, marked "Highly Confidential")

- R. pp. 0585-0635 and pp. 0712-0718 (excerpts from Dr. Lowder's deposition testimony with various portions designated confidential); pp. 1759-1962 (Dr. Lowder's deposition testimony with various portions designated confidential)

- R. pp. 0719-0734 and pp. 0750-0765 (Colonial and Family Care Partners meeting notes and Board of Director agendas marked "Confidential")

- R. pp. 0766-0855 (Dr. Katz's investment package marked "Confidential"); *id.* at pp. 2370-2451 (same)

- R. pp. 1020-1021; pp. 1047-1054 (excerpts from Watson's deposition testimony with various portions designated confidential); R. pp. 1499-1758 (Watson's deposition testimony with various portions designated confidential)

- R. pp. 1034-1035 (Varsity's document production marked "Confidential")

- R. pp. 1963-2169 (Dr. Katz's deposition testimony with various portions designated confidential)

- R. pp. 2170-2289 (Dr. Carlos Soto's deposition testimony with various portions designated confidential)

- R. pp. 2452-2532 (non-party Dr. Baker's investment package)

- R. pp. 2533-2551 (non-party Dr. Baker's Employment Agreement)

- R. pp. 2568-3092; pp. 3722-3799 (Colonial and Family Care Partners' document production marked "Confidential")

- R. pp. 3098-3102; pp. 3638-3721 (Varsity's document production marked "Confidential")

- R. pp. 3109-3118; pp. 3203-3208; pp. 3212-3217; p. 3219; pp. 3225-3230; p. 3269; p. 3271; pp. 3273-3274; p. 3284; p. 3286 (confidential financial information exchanged by the parties in discovery)

- R. pp. 3289-3610 (Appellant's tax filings marked "Confidential")

See Confidential Information Submitted to the Court in Connection with Motion to Seal, attached as **Exhibit 2** (under seal).

CONCLUSION

For the reasons set forth above, the parties respectfully request this Motion to Seal Portions of the Record on Appeal be granted.

Respectfully submitted,

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September 29, 2020.

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STATE OF SOUTH CAROLINA COUNTY OF RICHLAND	)	IN THE COURT OF COMMON PLEAS FOR THE FIFTH JUDICIAL CIRCUIT Civil Action No. 2018-CP-40-02545
Dr. Kaoru Pridgen, Plaintiff, v. Colonial Family Practice, LLC; Varsity Healthcare Partners d/b/a Varsity Healthcare Partners UGP II, LLC; Varsity Healthcare Partners GP II, LP, Varsity Healthcare Partners II, LP, Varsity Health Care Partners II-A, LP; Family Care Partners d/b/a Family Care Partners Management, LLC; Dr. Clay Lowder; Thomas W. Watson; and Dr. Gary R. Katz, Defendants.	)	**CONSENT CONFIDENTIALITY ORDER**

Whereas, Plaintiff Dr. Kaoru Pridgen and Defendants Colonial Family Practice, LLC; Varsity Healthcare Partners d/b/a Varsity Healthcare Partners UGP II, LLC, Varsity Healthcare Partners GP II, LP, Varsity Healthcare Partners II, LP, Varsity Health Care Partners II-A, LP; Family Care Partners d/b/a Family Care Partners Management, LLC; Dr. Clay Lowder; Thomas W. Watson; and Dr. Gary R. Katz (collectively "Parties"), have stipulated that certain documents and information that need to be produced in the above-captioned case are and should be treated as confidential, and the Parties have agreed to the terms of this order; accordingly, it is this _____ day of _____, 2018, ORDERED:

1. **Scope.** This Order shall be applicable only in the above-captioned action. All documents produced in the course of discovery, all responses to discovery requests and all deposition testimony and deposition exhibits and any other materials which may be subject to discovery (hereinafter collectively "Documents") in this action shall be subject to this Order concerning confidential information as set forth below.

EXHIBIT 1

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2. **Form and Timing of Designation.** Confidential documents shall be so designated by placing or affixing the word "CONFIDENTIAL" on the document in a manner which will not interfere with the legibility of the document and which will permit complete removal of the confidential designation. Documents shall be designated CONFIDENTIAL prior to, or contemporaneously with, the production or disclosure of the documents. Inadvertent or unintentional production of documents without prior designation as confidential shall not be deemed a waiver, in whole or in part, of the right to designate documents as confidential as otherwise allowed by this Order.

3. **Documents Which May be Designated Confidential.** Any party may designate documents as confidential but only after review of the documents by an attorney[1] who has, in good faith, determined that the documents contain information protected from disclosure by statute, sensitive personal information, trade secrets, or confidential research, development, or commercial information. Information or documents which are available in the public sector may not be designated as confidential.

4. **Depositions.** Portions of depositions shall be deemed confidential only if designated as such when the deposition is taken or within seven business days after receipt of the transcript. Such designation shall be specific as to the portions to be protected.

[1] The attorney who reviews the documents and certifies them to be CONFIDENTIAL must be admitted to the Bar of at least one state but need not be admitted to practice in the South Carolina Bar and need not apply for *pro hac vice* admission. By signing the certification, counsel submits to the jurisdiction of this court in regard to the certification.

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5. **Protection of Confidential Material.**

a. **General Protections.** Documents designated CONFIDENTIAL under this Order shall not be used or disclosed by the Parties or counsel for the Parties or any other persons identified below (¶ 5.b.) for any purposes whatsoever other than preparing for and conducting the litigation in which the documents were disclosed (including any appeal of that litigation).

b. **Limited Third Party Disclosures.** The Parties and counsel for the Parties shall not disclose or permit the disclosure of any documents designated CONFIDENTIAL under the terms of this Order to any other person or entity except as set forth in subparagraphs (1)-(5) below, and then only after the person to whom disclosure is to be made has executed an acknowledgment (in the form set forth at Attachment B hereto), that he or she has read and understands the terms of this Order and is bound by it. Subject to these requirements, the following categories of persons may be allowed to review documents which have been designated CONFIDENTIAL pursuant to this Order:

(1) counsel and employees of counsel for the Parties who have responsibility for the preparation and trial of the lawsuit;

(2) Parties and employees of a party to this Order but only to the extent counsel shall certify that the specifically named individual party or employee's assistance is necessary to the conduct of the litigation in which the information is disclosed;

(3) court reporters engaged for depositions and those persons, if any, specifically engaged for the limited purpose of making photocopies of documents;

(4) consultants, investigators, or experts (hereinafter referred to collectively as "experts") employed by the Parties or counsel for the Parties to assist in the preparation and trial of the lawsuit;

(5) persons deposed under Rule 30, of the South Carolina Rules of Civil Procedure in the above-captioned action, provided that such deponent is not permitted to retain a copy of any document(s) shown and/or marked as an exhibit in the deposition which has been designated as confidential under this Order; and

(6) other persons only upon consent of the producing party or upon order of the court and on such conditions as are agreed to or ordered.

c. **Control of Documents.** Counsel for the Parties shall take reasonable efforts to prevent unauthorized disclosure of documents designated as confidential pursuant to the terms of this order. Counsel shall maintain a record of those persons, including employees of counsel, who have reviewed or been given access to the documents along with the originals of the forms signed by those persons acknowledging their obligations under this Order.

d. **Copies.** All copies, duplicates, extracts, summaries or descriptions (hereinafter referred to collectively as "copies"), of documents designated as confidential under this Order or any portion of such a document, shall be immediately affixed with the designation "CONFIDENTIAL" if the word does not already appear on the copy. All such copies shall be afforded the full protection of this Order.

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6. **Inadvertent Disclosures.**

a. The provisions in Paragraph 6 of this Order addressing the inadvertent production of certain documents and information apply retroactively to all productions of documents and information by the Parties occurring since the commencement of this action, including any productions of documents and information occurring prior to the entry of this Order.

b. Inadvertent production during the litigation of the Parties' dispute of any documents or information that would be protected from disclosure pursuant to the attorney-client privilege, the work-product doctrine or any other relevant privilege or doctrine shall not constitute a waiver of the applicable privilege or doctrine.

c. Subject to Paragraph 6.d below, if inadvertently or mistakenly produced documents or information are subject to a claim of privilege or other immunity, upon written request made by the producing party within twenty-one (21) days of discovery of such inadvertent or mistaken production, the documents or information for which a claim of inadvertent production is made, including all copies, shall be returned or destroyed by the receiving party within fourteen (14) days of such request, with the receiving party providing by that deadline a written certificate of destruction where that option is elected or is necessary. Destruction for purposes of this provision includes the deletion or erasure of any electronically stored copies of the subject documents or information. In the event information from the subject documents or information has been incorporated by the receiving party into other documents or data compilations, such documents or data complications must either be destroyed or redactions made.

d. If the receiving party objects in writing to the return or destruction of any documents or information within the fourteen (14) day period described above, then the

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obligation to return or destroy the documents or information is stayed. The producing party may then move the Court for an order compelling the return or destruction of such documents or information. Pending the Court's ruling, a receiving party may retain the inadvertently or mistakenly produced documents or information, but shall sequester written documents in a sealed envelope and, for electronically stored documents or information, shall take reasonable steps to designate such documents or information to be subject to a privilege dispute. The receiving party shall not make any use of any documents or information that are the subject of a request for return or destruction based on a claim of privilege unless and until either (i) the Court denies any motion to compel that has been filed, or (ii) the producing party fails to file a motion to compel within fourteen (14) days of receipt of a written objection from the receiving party to the claim of privilege.

e. In the event the receiving party disclosed the inadvertently produced documents or information prior to notification of a claim of privilege by the producing party, then the receiving party shall take reasonable steps to retrieve the documents and information.

7. Filing of Confidential Materials. In the event a party seeks to file any material that is subject to protection under this Order with the court, that party shall take appropriate action to insure that the documents receive proper protection from public disclosure including: (1) filing a redacted document with the consent of the party who designated the document as confidential; (2) where appropriate (*e.g.* in relation to discovery and evidentiary motions), submitting the documents solely for *in camera* review; or (3) where the preceding measures are not adequate, seeking permission to file the document under seal pursuant to the procedural steps set forth in Rule 41.1, SCRCP, or such other rule or procedure as may be applicable. Absent

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extraordinary circumstances making prior consultation impractical or inappropriate, the party seeking to submit the document to the court shall first consult with counsel for the party who designated the document as confidential to determine if some measure less restrictive than filing the document under seal may serve to provide adequate protection. This duty exists irrespective of the duty to consult on the underlying motion. Nothing in this Order shall be construed as a prior directive to the Clerk of Court to allow any document be filed under seal. The Parties understand that documents may be filed under seal only with the permission of the court after proper motion pursuant to Rule 41.1, SCRCP.

8. **Greater Protection of Specific Documents.** No party may withhold information from discovery on the ground that it requires protection greater than that afforded by this Order unless the party moves for an Order providing such special protection.

9. **Challenges to Designation as Confidential.** Any CONFIDENTIAL designation is subject to challenge. The following procedures shall apply to any such challenge.

a. The burden of proving the necessity of a confidential designation remains with the party asserting confidentiality.

b. A party who contends that documents designated CONFIDENTIAL are not entitled to confidential treatment shall give written notice to the party who affixed the designation of the specific basis for the challenge. The party who so designated the documents shall have fifteen (15) days from service of the written notice to determine if the dispute can be resolved without judicial intervention and, if not, to move for an Order confirming the confidential designation.

c. Notwithstanding any challenge to the designation of documents as confidential, all material previously designated CONFIDENTIAL shall continue to be treated as subject to the full protections of this Order until one of the following occurs:

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(1) the party who claims that the documents are confidential withdraws such designation in writing;

(2) the party who claims that the documents are confidential fails to move timely for an Order designating the documents as confidential as set forth in paragraph 9.b. above; or

(3) the court rules that the documents should no longer be designated as confidential information.

d. Challenges to the confidentiality of documents may be made at any time and are not waived by the failure to raise the challenge at the time of initial disclosure or designation.

10. **Treatment on Conclusion of Litigation.**

a. **Order Remains in Effect.** All provisions of this Order restricting the use of documents designated CONFIDENTIAL shall continue to be binding after the conclusion of the litigation unless otherwise agreed or ordered.

b. **Return or Destruction of CONFIDENTIAL Documents.** Within thirty (30) days after the conclusion of the litigation, including conclusion of any appeal, all documents treated as confidential under this Order, including copies as defined above (¶5.d.) shall be returned to the producing party or destroyed unless: (1) the document has been entered as evidence or filed (unless introduced or filed under seal); (2) the Parties stipulate to destruction in lieu of return; or (3) as to documents containing the notations, summations, or other mental impressions of the receiving party, that party elects destruction. If documents are destroyed rather than returned, the destroying party shall confirm his/her/its destruction of the documents to the producing party.

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Notwithstanding the above requirements to return or destroy documents, counsel may retain attorney work product including an index which refers or relates to information designated CONFIDENTIAL so long as that work product does not duplicate verbatim substantial portions of the text of confidential documents. This work product continues to be confidential under the terms of this Order. An attorney may use his or her work product in a subsequent litigation provided that its use does not disclose the confidential documents.

11. **Order Subject to Modification.** This Order shall be subject to modification on motion of any party or any other person who may show an adequate interest in the matter to intervene for purposes of addressing the scope and terms of this Order. The Order shall not, however, be modified until the Parties shall have been given notice and an opportunity to be heard on the proposed modification.

12. **No Judicial Determination.** This Order is entered based on the representations and agreements of the Parties and for the purpose of facilitating discovery. Nothing herein shall be construed or presented as a judicial determination that any specific document or item of information designated as CONFIDENTIAL by counsel is subject to protection under Rule 26(c) of the South Carolina Rules of Civil Procedure or otherwise until such time as a document-specific ruling shall have been made.

13. **Persons Bound.** This Order shall take effect when entered and shall be binding upon: (1) counsel who signed below and their respective law firms; and (2) their respective clients.

IT IS SO ORDERED.

_____

The Honorable Robert E. Hood
Chief Administrative Judge for the 5th Judicial Circuit

_____, South Carolina
_____, 2018

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We so move and consent:

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ATTACHMENT A
ACKNOWLEDGMENT OF UNDERSTANDING AND AGREEMENT TO BE BOUND

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	FOR THE FIFTH JUDICIAL CIRCUIT
COUNTY OF RICHLAND)	
	Civil Action No. 2018-CP-40-02545
Dr. Kaoru Pridgen,)	
Plaintiff,)	
v.)	
)	
Colonial Family Practice, LLC; Varsity)	
Healthcare Partners d/b/a Varsity Healthcare)	
Partners UGP II, LLC; Varsity Healthcare)	
Partners GP II, LP, Varsity Healthcare)	
Partners II, LP, Varsity Health Care Partners)	
II-A, LP; Family Care Partners d/b/a Family)	
Care Partners Management, LLC; Dr. Clay)	
Lowder; Thomas W. Watson; and Dr. Gary)	
R. Katz,)	
Defendants.)	

The undersigned hereby acknowledges that he or she has read the Confidentiality Order dated _____, in the above captioned action, understands the terms thereof, and agrees to be bound by such terms. The undersigned submits to the jurisdiction of the South Carolina circuit court in matters relating to the Confidentiality Order and understands that the terms of said Order obligate him/her to use discovery materials designated CONFIDENTIAL solely for the purposes of the above-captioned action, and not to disclose any such confidential information to any other person, firm or concern.

The undersigned acknowledges that violation of the Stipulated Confidentiality Order may result in penalties for contempt of court.

Name: _____

Job Title: _____

Employer: _____

Business Address: _____

Date: _____ _____

Signature

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Richland Common Pleas

Case Caption: Kaoru Pridgen Dr vs Colonial Family Practice Llc , defendant, et al

Case Number: 2018CP4002545

Type: Order/Consent Order

So Ordered

s/ R.E. Hood #2164

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ACQUISITION AGREEMENT

by and among

FAMILY CARE PARTNERS HOLDINGS LLC,

FAMILY CARE PARTNERS MANAGEMENT LLC,

VARSITY FAMILY CARE PARTNERS, LLC,

NCFP GROUP LLC,

COLONIAL FAMILY PRACTICE, LLC,

DAVID G. WHALEY, M.D.,

MITCHELL R. GRUNSKY, M.D.,

JASON MICHAEL LEONARD, M.D.,

IKE C. STEWART, M.D.,

CHRISTOPHER M. MAHR, M.D.

EDWARD J. MEYERS, M.D.,

THOMAS L. LUCAS, M.D.,

CARLOS SOTO, M.D.,

and

DR. CLAYTON R. LOWDER III, M.D.

Dated as of December 22, 2015

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ACQUISITION AGREEMENT

This Acquisition Agreement (this "Agreement") dated as of December 22, 2015 (the "Closing Date") is by and among (i) Family Care Partners Holdings LLC, a Delaware limited liability company ("Holdings"), (ii) Family Care Partners Management LLC, a Delaware limited liability company ("Management Service Company"), (iii) Varsity Family Care Partners, LLC, a Delaware limited liability company ("Buyer"), (iv) NCFP Group LLC, a South Carolina limited liability company ("Group"), (v) Colonial Family Practice, LLC, a South Carolina limited liability company ("Seller"), (vi) Dr. David G. Whaley, M.D. and Dr. Mitchell R. Grunsky, M.D. (collectively, "Temporary Doctor Owners"), (vii) Dr. Jason Michael Leonard, M.D., Dr. Thomas L. Lucas, III, M.D., Dr. Christopher M. Mahr, M.D., Dr. Edward J. Meyers, M.D., Dr. Ike C. Stewart, M.D. and Dr. Carlos Soto, M.D. (collectively, with Temporary Doctor Owners, "Group Beneficial Owners") and (viii) Dr. Clayton R. Lowder III, M.D. (the "Doctor Owner", and collectively with Group Beneficial Owners, "Beneficial Owners"). When used in this Agreement, the term "Seller Parties" means, collectively, Beneficial Owners and Group and the term "Seller Controlled Parties" means, collectively, Beneficial Owners, Seller, Group, Holdings and Management Service Company.

RECITALS

WHEREAS, on and prior to December 22, 2015 (the "Contribution Date"), Seller was, and following the Contribution Date, Seller, Holdings and Management Service Company are, engaged in the practice of medicine and in the provision of primary care services, ancillary diagnostic services and patient pharmaceuticals (collectively, the "Business");

WHEREAS, on the Contribution Date and immediately prior to the First Asset Transfer (as defined below), (a) all of the issued and outstanding Ownership Interest in Management Service Company was owned beneficially and of record by Holdings, (b) all of the issued and outstanding Ownership Interest in Holdings was owned beneficially and of record by Seller, (c) all of the issued and outstanding Ownership Interest in Seller was owned beneficially and of record by Beneficial Owners and (d) all of issued and outstanding Ownership Interest in Group was owned beneficially and of record by Beneficial Owners;

WHEREAS, on the Contribution Date and immediately prior to the Second Asset Transfer (as defined below), Seller contributed to Holdings, and Holdings accepted from Seller, the Acquired Assets, and, in connection therewith, Holdings assumed the Assumed Liabilities, all upon the terms and subject to the conditions set forth in the Contribution Agreement (the "First Asset Transfer");

WHEREAS, on the Contribution Date, Holdings contributed to Management Service Company, and Management Service Company accepted from Holdings, the Acquired Assets, and, in connection therewith, Management Service Company assumed the Assumed Liabilities, all upon the terms and subject to the conditions set forth in the Contribution Agreement (the "Second Asset Transfer" and collectively with the First Asset Transfer, the "Asset Transfer");

WHEREAS, on the Contribution Date and concurrently with the consummation of the Asset Transfer, Seller and Management Service Company entered into the Management Services Agreement, pursuant to which Management Service Company manages the business and operations of the Business in accordance with the terms thereof;

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WHEREAS, on the Contribution Date and immediately prior to the Subsequent Interest Transfer (as defined below), (a) Beneficial Owners contributed all of the issued and outstanding Ownership Interest in Seller to Group, a South Carolina limited liability company owned beneficially and of record by Beneficial Owners, and filed the appropriate documents with the IRS to treat Seller as a qualified subchapter S subsidiary (the "Initial Interest Transfer") and (b) in exchange therefore, Group issued additional Ownership Interests in Group to Beneficial Owners (the "Exchange"), all upon the terms set forth in the Exchange Agreement;

WHEREAS, on the Contribution Date and immediately prior to the execution of this Agreement, Seller distributed all of its Ownership Interest in Holdings to Group (the "Subsequent Interest Transfer" and together with the Asset Transfer and the Initial Interest Transfer, the "Restructuring Transactions");

WHEREAS, at the Closing, Group will sell and transfer to Buyer and Buyer will purchase and accept from Group, all of the Holdings Preferred Units pursuant to the Holdings Unit Purchase and Holdings, Buyer and Group will enter into the Holdings LLC Agreement in exchange for cash and the issuance of the Buyer Note;

WHEREAS, on the Closing Date, pursuant to the terms of this Agreement and immediately after the consummation of the Holdings Unit Purchase, the Borrowing will occur and Management Service Company will distribute to Holdings, and Holdings will immediately thereafter distribute, on a pro rata basis, to Buyer and Group a portion of the proceeds of the Borrowing equal to [redacted] (the "Borrowing Distribution"), which Buyer shall use its pro rata portion to repay the Buyer Note;

WHEREAS, (i) on the Closing Date, effective immediately after the consummation of the Borrowing Distribution, Group will sell and transfer to Doctor Owner and Temporary Doctor Owners and Doctor Owner and Temporary Doctor Owners will purchase and accept from Group, all of its Ownership Interest in Seller (the "Last Interest Transfer"), all upon the terms and conditions of the Share Purchase Agreement (the "Share Purchase") and (ii) effective immediately after Seller's receipt of the Final Approval (as defined below), Temporary Doctor Owners will sell and transfer to Doctor Owner and Doctor Owner will purchase and accept from Temporary Doctor Owners, all of their respective Ownership Interest in Seller, all upon the terms and conditions of the Second Share Purchase Agreement (the "Final Approval Transfer");

WHEREAS, on the Closing Date and in connection with the Share Purchase, Seller and Management Service Company will enter into a Membership Interest Control Agreement with each of Doctor Owner and each Temporary Doctor Owner, pursuant to which Doctor Owner and each Temporary Doctor Owner is restricted from transferring its Ownership Interest in Seller in accordance with the terms of their respective Membership Interest Control Agreements; and

WHEREAS, to protect the goodwill of Seller, all of which is to be acquired by Management Service Company, and in order to induce Holdings, Management Service Company and Buyer to enter into this Agreement and consummate the transactions contemplated hereunder, Beneficial Owners are willing to be bound by the Restrictive Covenants set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the premises and mutual promises herein made, and in consideration of the representations, warranties, covenants and agreements herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

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1. DEFINITIONS; CERTAIN RULES OF CONSTRUCTION.

Capitalized terms used but not defined in this Agreement shall have the respective meanings ascribed to them by definition in this Agreement or in Appendix A hereto. Except as otherwise explicitly specified to the contrary, (a) references to a Section, Article, Appendix, Exhibit or Schedule means a Section or Article of, or Appendix, Exhibit or Schedule to, this Agreement, unless another agreement is specified, (b) the word "including" shall be construed as "including without limitation", (c) references to a particular statute or regulation include all rules and regulations thereunder and any predecessor or successor statute, rules or regulation, in each case as amended or otherwise modified from time to time, (d) words in the singular or plural form include the plural and singular form, respectively, (e) words expressed in the masculine shall include the feminine and neuter genders and vice versa, (f) the word "will" shall have the same meaning as the word "shall", (g) the word "extent" in the phrase "to the extent" means the degree to which a subject or other thing extends and shall not simply mean "if", (h) references to "day" or "days" in the lower case means calendar days, (i) references to the "date hereof" are to the date of this Agreement, (j) the words "hereof", "herein", "hereto", and "hereunder", and words of similar import, shall refer to this Agreement as a whole and not any particular provisions of this Agreement, (k) references to dollars or "$" are to United States dollars, and (l) references to a particular Person include such Person's successors and assigns to the extent not prohibited by this Agreement.

2. CONSIDERATION AND INTEREST TRANSFERS.

2.1 Company Unit Purchase and Sale. Subject to the consummation of the Asset Transfer, the Initial Interest Transfer, the Subsequent Interest Transfer and the execution of the Management Services Agreement, each of which occurred on the Contribution Date, at the Closing, Group hereby sells, transfers, conveys, assigns and delivers to Buyer, and Buyer hereby purchases, acquires and accepts from Group, all of the Holdings Preferred Units free and clear of all Encumbrances (the "Holdings Unit Purchase").

2.2 Last Interest Transfer; Final Approval Transfer. Immediately following the Closing (a) the applicable Persons shall consummate the Last Interest Transfer and (b) Management Service Company, Seller, Temporary Doctor Owners, and Doctor Owner shall enter into and deliver their respective Membership Interest Control Agreements. Immediately following the Final Approval, Temporary Doctor Owners and Doctor Owner shall consummate the Final Approval Transfer. In connection with the consummation of the Final Approval Transfer, Doctor Owner and Temporary Doctor Owners will amend Seller's Organizational Documents to reflect the Final Approval Transfer.

2.3 Aggregate Cash Purchase Price. As consideration for the consummation of the Contemplated Transactions and in accordance with the terms and conditions of this Agreement, at the Closing Buyer shall pay to Group, in accordance with Section 3.3, an amount equal to (a) the Total Enterprise Value, minus (b) the Rollover Amount, minus (c) the Closing Debt, minus (d) the amount of any Transaction Expenses, minus (e) the amount of any Change of Control Payments, minus (f) the Borrowing Distribution (such amount, the "Aggregate Cash Purchase Price"). The Aggregate Cash Purchase Price shall be subject to adjustment in accordance with Section 3.4 and Article 10 of this Agreement.

3. CLOSING MATTERS.

3.1 Closing. The closing of Holdings Unit Purchase (the "Closing") will take place simultaneously with the execution and delivery of this Agreement on the Closing Date at the offices of Morgan, Lewis & Bockius LLP, 101 Park Avenue, New York, New York or such other date or location

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mutually agreed upon by the parties hereto in writing. The Closing shall be deemed effective as of 11:59 p.m. New York time on the Closing Date.

3.2 Pre-Closing Certificate. On or before the third (3rd) Business Day prior to the Closing Date but no more than five (5) Business Days prior to the Closing Date, Seller shall deliver to Buyer a certificate (the "Pre-Closing Certificate") setting forth (a) Seller Parties' good faith calculation of the (i) Closing Debt (the "Estimated Closing Debt"), (ii) Transaction Expenses (the "Estimated Transaction Expenses") and (iii) Change of Control Payments (the "Estimated Change of Control Payments"), and (b) the corresponding calculation of the Aggregate Cash Purchase Price, in each case, together with reasonable supporting calculations for each element and sub-element provided for in the definition thereof and supporting documentation therefor. Buyer and its Representatives will be given reasonable access to all books and records of Seller relating to the preparation of the Pre-Closing Certificate, and Seller Parties shall consider in good faith any revisions to the calculations set forth in the Pre-Closing Certificate proposed by Buyer. Buyer and Seller Parties will work prior to Closing to resolve any disputes with respect to the Pre-Closing Certificate and any such resolutions shall be reflected in an amended Pre-Closing Certificate.

3.3 Closing Payments. At the Closing, upon the terms and subject to the conditions set forth in this Agreement, Buyer shall deliver or cause to be delivered the following:

(a) on behalf of the applicable Operating Company, to the holders of Closing Debt, an amount necessary to satisfy and extinguish the Estimated Closing Debt by wire transfer of immediately available federal funds to such accounts and in accordance with the instructions set forth in the Funds Flow;

(b) on behalf of the applicable Seller Controlled Party, an amount equal to the Estimated Transaction Expenses by wire transfer of immediately available federal funds to such accounts and in accordance with the instructions set forth in the Funds Flow;

(c) of behalf of the applicable Operating Company, an amount equal to the Estimated Change of Control Payments by wire transfer of immediately available federal funds to such accounts and in accordance with the instructions set forth in the Funds Flow;

(d) to the Escrow Agent, an amount equal to the Escrow Amount to be held in the Escrow Account, in accordance with the terms of this Agreement and the Escrow Agreement;

(e) to Group an amount in cash equal to the Aggregate Cash Purchase Price minus the Escrow Amount by wire transfer of immediately available federal funds, to such account and in accordance with the instructions set forth in the Funds Flow; and

(f) to Group, the Buyer Note.

3.4 Purchase Price Adjustment.

3.4.1 Closing Statement. During the one-hundred twenty (120) day period immediately following the Closing Date, Seller Parties shall provide Buyer and its Representatives with reasonable access during normal business hours to any books and records (including work papers, subject to the execution of any applicable access letters) of Seller in the possession of Seller Parties to the extent relevant to, and for purposes of, Buyer's preparation of the Closing Statement described in this Section 3.4.1. Within one hundred twenty (120) days

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following the Closing Date, Buyer shall prepare and deliver to Seller a written statement (the "Closing Statement") prepared in good faith setting forth in reasonable detail Buyer's calculation of (a) Closing Debt, (b) Transaction Expenses, (c) Change of Control Payments, (d) Working Capital and (e) the dollar amount resulting from the calculation of the Working Capital Target. The Closing Statement shall be prepared in accordance with the Accounting Principles and the applicable terms and provisions of this Agreement (including Exhibit L). The Parties hereto agree that the purposes of preparing the Closing Statement and determining the related Final Adjustment Amount contemplated by this Section 3.4 are to measure the amount of Closing Debt, Transaction Expenses, Change of Control Payments and Working Capital in accordance with the applicable terms and provisions of this Agreement (including Exhibit L), and such processes are not intended to permit the introduction of (and no party shall be permitted to introduce) different judgments, accounting methods, policies, principles, practices, procedures, classifications or estimation methodologies than those reflected in the applicable terms and provisions of this Agreement (including Exhibit L). During the thirty (30) days immediately following Seller's receipt of the Closing Statement, Buyer shall provide Seller and its Representatives with reasonable access during normal business hours to any books and records (including work papers, subject to the execution of any applicable access letters) of Seller in the possession of Buyer or Holdings to the extent relevant to, and for purposes of, Seller Parties' review of the Closing Statement and the preparation of the Notice of Disagreement.

3.4.2 Notice of Disagreement. The Closing Statement, and all of the calculations, amounts, and line items included therein, shall become final and binding upon all of the parties hereto thirty (30) days following Seller's receipt thereof, unless Seller gives written notice of its disagreement with the Closing Statement or any calculation included therein (the "Notice of Disagreement") to Buyer on or prior to such date. The Notice of Disagreement shall specify in reasonable detail the nature and amount of any disagreement so asserted and shall set forth Seller's alternative calculation of the disputed amounts, together in each case with reasonably detailed supporting documentation. The Notice of Disagreement shall only include disagreements that are based on mathematical errors or any amount not being calculated in accordance with the applicable definition and the other applicable terms and provisions of this Agreement (including Exhibit L), and Seller Parties shall be deemed to have agreed with all amounts and other line items contained in the Closing Statement which are not disputed in the Notice of Disagreement. Seller may deliver only one (1) Notice of Disagreement during the thirty (30) day period referred to in this Section 3.4.2.

3.4.3 Resolution of Disputes.

(a) If a timely Notice of Disagreement is delivered to Buyer pursuant to Section 3.4.2, then the Closing Statement and the calculations included therein (in each case as revised in accordance with this Section 3.4) shall become final and binding upon all of the parties on the earlier of (i) the date any and all matters specified in the Notice of Disagreement are finally resolved in writing by Seller Parties and Buyer, and (ii) the date any and all matters specified in the Notice of Disagreement and not resolved in writing by Seller Parties and Buyer are finally resolved in writing by the Arbiter. The Closing Statement and the calculations included therein shall be revised by Buyer and Seller Parties to the extent necessary to reflect any resolution by Seller Parties and Buyer and any final resolution made by the Arbiter in accordance with this Section 3.4. During the fifteen (15) days immediately following the delivery of the Notice of Disagreement, or such longer period as Seller Parties and Buyer may agree in writing, Seller Parties and Buyer shall seek in good faith to resolve in writing any differences which they may have with respect to any matter specified in the Notice of Disagreement, and all such discussions related thereto shall (unless otherwise agreed by Buyer and Seller Parties) be governed by Rule

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408 of the Federal Rules of Evidence and any applicable similar state or local rule. At the end of such fifteen (15) day period (or such longer period to the extent such fifteen (15) day period has been extended), Seller Parties and Buyer shall submit to the Arbiter, from Buyer, the items from the Closing Statement and the calculations included therein which are in dispute (the "Buyer Amount") and from Seller Parties, the corresponding items from the Notice of Disagreement and the calculations included therein which are in dispute (the "Seller Parties Amount") for review and resolution.

(b) If the Buyer Amount and the Seller Parties Amount are both submitted to the Arbiter pursuant to Section 3.4.3(a), Buyer and Seller Parties shall instruct the Arbiter to, and the Arbiter shall, make a Final Determination as to which of the Buyer Amount or the Seller Parties Amount the Arbiter has chosen in its calculation decision. Such determination shall be made in accordance with the Accounting Principles and the applicable terms and provisions of this Agreement (including Exhibit L). Buyer and Seller Parties shall cooperate with the Arbiter during the term of its engagement. Buyer and Seller Parties shall instruct the Arbiter not to, and the Arbiter shall not, assign a value to any item in dispute other than either the Buyer Amount, on the one hand, or Seller Parties Amount, on the other hand. Buyer and Seller Parties shall also instruct the Arbiter to, and the Arbiter shall, make its determination based solely on the written submissions of Buyer and Seller Parties and not on an independent review and not on the basis of an independent review. Buyer and Seller Parties shall request the Arbiter to deliver its Final Determination in writing and within thirty (30) days following final submission of the Buyer Amount and the Seller Parties Amount. The amount from the Buyer Amount or the Seller Parties Amount which the Arbiter chooses is the amount which shall be used pursuant to Section 3.4.4. All communications between Buyer or Seller Parties, on the one hand, and the Arbiter, on the other hand, shall be in writing and shall be transmitted to each other party and neither Buyer nor any Seller Party shall have ex parte communications with the Arbiter. The fees and expenses of the Arbiter pursuant to this Section 3.4 shall be borne by (i) Buyer, if the Arbiter has chosen the Seller Parties Amount in its calculation decision or (ii) Seller Parties, if the Arbiter has chosen the Buyer Amount in its calculation decision. At any time Buyer and Seller Parties may agree to settle any objections raised in the Notice of Disagreement, which agreement shall be in writing and binding upon all of the parties hereto with respect to the subject matter of any such objection so resolved.

3.4.4 Payment of Final Adjustment Amount. The Closing Debt, Transaction Expenses, Change of Control Payments, Working Capital, and Closing Statement as finally determined pursuant to this Section 3.4, whether by acceptance or as a result of the dispute resolution process set forth herein shall be the "Final Closing Debt", "Final Transaction Expenses", "Final Change of Control Payments", "Final Working Capital" and "Final Closing Statement," respectively. Promptly, and in any event no later than the fifth (5^{th}) Business Day, after such determination: (a) if the Final Adjustment Amount is a positive number, then Buyer will pay or cause to be paid such excess amount to Group (for further distribution to Beneficial Owners), by wire transfer of immediately available federal funds; and (b) if the Final Adjustment Amount is a negative number, then Beneficial Owners will pay or cause to be paid such shortfall amount to Buyer (i) first, from the Escrow Account in accordance with the terms of the Escrow Agreement and (ii) second, from Beneficial Owners; provided, that if the amount to be paid to Buyer is more than $200,000, then Buyer shall have the right, in its sole discretion, to collect all or any portion of the amount in excess of $200,000 directly from Beneficial Owners. Any amounts payable pursuant to this Section 3.4.4 shall be treated for Tax purposes as an adjustment to the Aggregate Cash Purchase Price, except to the extent otherwise required by applicable Legal Requirements.

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4. TAX TREATMENT OF CONSIDERATION.

4.1 Withholding. Buyer, Seller Parties, the Escrow Agent and each other applicable withholding agent shall be entitled to deduct and withhold from any amounts payable pursuant to this Agreement or any Ancillary Agreement any withholding Taxes or other amounts required under the Code or any applicable Legal Requirement to be deducted and withheld. To the extent that any such amounts are so deducted or withheld, such amounts shall be treated for all purposes of this Agreement as having been paid to the Person in respect of which such deduction and withholding was made.

4.2 Intended Tax Treatment; Allocation of Purchase Price.

4.2.1 For applicable Tax purposes, and in accordance with the principles of Rev. Rul. 99-5, 1999-1 C.B. 434, the parties hereto shall treat (a) the purchase by Buyer from Group of the Holdings Preferred Units as a purchase of a portion of the Acquired Assets, pursuant to Section 1060 of the Code, in exchange for an amount equal to the sum of (i) the Aggregate Cash Purchase Price, (ii) the Buyer Note and (iii) the Assumed Liabilities (to the extent treated as consideration for applicable Tax purposes, followed by the contribution by Buyer of the Assets so purchased (subject to such Assumed Liabilities)) to Holdings in exchange for the Holdings Preferred Units pursuant to Section 721 of the Code, (b) the interest in Holdings retained by Group and reflecting the Rollover Amount as a contribution by Group of the remaining portion of the Acquired Assets to Holdings, in exchange for a partnership interest, pursuant to Section 721 of the Code and (c) the Borrowing Distribution as a distribution by Holdings, as a partnership, to Buyer and Group, as its partners.

4.2.2 The Seller Parties shall deliver to Buyer, as soon as practicable after the Closing Date, but no later than 60 days following the Closing Date, a draft allocation of the Aggregate Cash Purchase Price and the Liabilities assumed (to the extent treated as consideration for applicable Tax purposes), among the portion of the Acquired Assets acquired by Buyer pursuant to clause (a) of Section 4.2.1, for purposes of Section 1060 of the Code and the Treasury Regulations promulgated thereunder. Buyer shall indicate its agreement with such proposed allocation, or provide any proposed revisions, within 30 days of receipt, and the Seller Parties and Buyer shall negotiate in good faith until they have agreed upon the proposed allocation and any proposed revisions thereof. If Buyer and the Seller Parties are unable to agree upon such proposed allocation and any proposed revision thereof within 30 days of the delivery by Buyer of its proposed revisions to the proposed allocation, the proposed allocation and such proposed revisions shall be referred to the Arbiter for resolution, such resolution to be final and binding on Buyer and the Seller Parties. The allocation, as agreed upon by Buyer and the Seller Parties, or determined by the Arbiter, shall become the final allocation (the "Allocation"). Any adjustment to the Aggregate Cash Purchase Price or the Liabilities assumed pursuant to this Agreement shall result in an appropriate adjustment to the Allocation, and in such event Buyer shall prepare and deliver to Seller Parties a supplemental Allocation.

4.2.3 Buyer and Seller Parties shall timely file with the appropriate Governmental Authorities copies of all forms (and any supplements thereto) required to be filed in connection with the transactions contemplated by this Agreement, shall follow the intended Tax treatment set forth in Section 4.2, and shall use the Allocation in the preparation of all such forms and all Tax Returns (including any attachments thereto). Neither Buyer, nor Seller, nor Beneficial Owners shall take any position for any purpose, including for any federal, territorial, state or local Tax purposes, whether in audits, Tax Returns or otherwise, that is inconsistent with such intended Tax treatment or the Allocation on any Tax Return or any documents filed by any of said parties with any Tax authorities. In the event any party hereto receives notice of an audit in respect of such

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intended Tax treatment or the Allocation specified herein, such party shall notify the other parties in writing as to the date and subject of such audit as promptly as reasonably practicable, and shall keep such parties informed with respect to progress of the audit and any subsequent proceedings, including any proposed adjustments to such intended Tax treatment or the Allocation and any proposed settlement with respect thereto.

5. REPRESENTATIONS AND WARRANTIES OF SELLER PARTIES.

Each Seller Party, jointly and severally, represents and warrants to Buyer that the statements contained in this Article 5 are correct and complete as of the Contribution Date and as of the Closing Date:

5.1 Organization. Each Seller Controlled Party (other than Beneficial Owners) is (a) duly organized, validly existing and in good standing under the laws of its jurisdiction of formation and (b) duly qualified to do business and in good standing in each other jurisdiction where such qualification is required. Seller has delivered to Buyer true, accurate and complete copies of (i) each Seller Controlled Party's (other than Beneficial Owners) Organizational Documents and (ii) minute books which contain records of all meetings held by, and other corporate actions taken by, each Seller Controlled Party's (other than Beneficial Owners) stockholders, board of directors and any committees appointed by any of their respective boards of directors. Schedule 5.1 sets forth a true and correct list of each Seller Controlled Party's (other than Beneficial Owners) directors and officers. Schedule 5.1 also sets forth a list of (A) any Person that has merged with or into any Seller Controlled Party (other than Beneficial Owners), (B) any Person a majority of whose Ownership Interest has been acquired by any Seller Controlled Party, (C) any Person all or substantially all of whose assets has been acquired by any Seller Controlled Party and (D) any prior names of any Seller Controlled Party or any Person described in the foregoing clauses (A) through (C) (each such Person, a "Predecessor"). Except as set forth on Schedule 5.1, there are no former equity holders of any Seller Controlled Party.

5.2 Power and Authorization. The execution, delivery and performance by each Seller Controlled Party of this Agreement and each Ancillary Agreement to which it is a party and the consummation of the Contemplated Transactions is within the power and authority of such Seller Controlled Party and has been duly authorized by all necessary action on the part of such Seller Controlled Party. This Agreement and each Ancillary Agreement to which each Seller Controlled Party is a party (a) has been duly executed and delivered by such Seller Controlled Party and (b) is a legal, valid and binding obligation of such Seller Controlled Party, enforceable against each such Seller Controlled Party in accordance with its terms. Each Seller Controlled Party has the full power and authority necessary to own and use its Assets and carry on the Business.

5.3 Authorization of Governmental Authorities. Except as disclosed on Schedule 5.3 or 5.15.2, no action by (including any Approval), or in respect of, or filing with, or notice to, any Governmental Authority is required for, or in connection with, the valid and lawful (a) authorization, execution, delivery and performance by any Seller Controlled Party of this Agreement and each Ancillary Agreement to which it is a party or (b) consummation of the Contemplated Transactions by each Seller Controlled Party.

5.4 Noncontravention. Except as disclosed on Schedule 5.4, neither the execution, delivery and performance by each Seller Controlled Party of this Agreement or any Ancillary Agreement to which it is a party nor the consummation of the Contemplated Transactions (in each case, with or without the giving of notice or lapse of time, or both) will: (a) assuming the taking of any action by (including any Approval), or in respect of, or any filing with, any Governmental Authority, in each case, as disclosed on Schedule 5.3, violate any Legal Requirement applicable to any Seller Controlled Party;

(b) result in the material Breach of any Contractual Obligation of any Seller Controlled Party; (c) require any action by (including any Approval) or in respect of (including notice to), any Person under any Contractual Obligation of any Seller Controlled Party; (d) result in the creation or imposition of an Encumbrance upon, or the forfeiture of, any Asset; or (e) result in a Breach of the Organizational Documents of any Seller Controlled Party.

5.5 Capitalization.

5.5.1 A detailed listing of the entire authorized and outstanding Ownership Interest in Seller is set forth on Schedule 5.5.1. Seller does not hold any Ownership Interest in its treasury. All of the outstanding Ownership Interest in Seller is held of record and beneficially owned by Group. Except as disclosed on Schedule 5.5.1: (a) there are no outstanding options, warrants, or other rights of any kind which obligate Seller to issue, transfer, sell or deliver, or cause to be issued, transferred, sold or delivered any of its Ownership Interest or any securities or obligations convertible into or exchangeable into or exercisable for any of its Ownership Interest or which obligate Seller to make any payments based on the value of Seller's Ownership Interest (including stock appreciation, phantom stock, profit participation or other similar rights); (b) there are no preemptive rights or other similar rights in respect of any Ownership Interest in Seller; (c) except as imposed by applicable securities laws, there are no Encumbrances on, or other Contractual Obligations relating to, the ownership, transfer or voting of any Ownership Interest in Seller or otherwise affecting the rights of any holder of the Ownership Interest in Seller; (d) there is no Contractual Obligation or provision in the Seller Organizational Documents which obligates Seller to purchase, redeem or otherwise acquire, or make any payment (including any dividend or distribution) in respect of, any Ownership Interest in Seller; and (e) there are no existing rights with respect to registration under the 1933 Act of any Ownership Interest in Seller.

5.5.2 A detailed listing of the entire authorized and outstanding Ownership Interest in Holdings, Management Service Company and Group is set forth on Schedule 5.5.2. All of the outstanding Ownership Interest in Holdings is collectively held of record and beneficially owned by Group. All of the outstanding Ownership Interest in Management Service Company is held of record and beneficially owned by Holdings. All of the outstanding Ownership Interest in Group is held of record and beneficially owned by Beneficial Owners. Except as disclosed on Schedule 5.5.2: (a) there are no outstanding options, warrants, or other rights of any kind which obligate Holdings, Management Service Company or Group to issue, transfer, sell or deliver, or cause to be issued, transferred, sold or delivered any Ownership Interest in or any securities or obligations convertible into or exchangeable into or exercisable for any Ownership Interest in or which obligate Holdings, Management Service Company or Group to make any payments based on the value of their respective Ownership Interest (including stock appreciation, phantom stock, profit participation or other similar rights); (b) there are no preemptive rights or other similar rights in respect of any Ownership Interest in Holdings, Management Service Company or Group; (c) except as imposed by applicable securities laws, there are no Encumbrances on, or other Contractual Obligations relating to, the ownership, transfer or voting of any Ownership Interest in Holdings, Management Service Company or Group or otherwise affecting the rights of any holder of the Ownership Interest in Holdings, Management Service Company or Group; (d) there is no Contractual Obligation or provision in the Organizational Documents of Holdings, Management Service Company or Group which obligates any of them to purchase, redeem or otherwise acquire, or make any payment (including any dividend or distribution) in respect of, any of their respective Ownership Interest; and (e) there are no existing rights with respect to registration under the 1933 Act of any Ownership Interest in Holdings, Management Service Company or Group. This Agreement, together with all the documents and instruments required to be delivered

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hereunder, will effectively vest in Buyer as of the Closing all right, title and interest in and to all of the Holdings Preferred Units free and clear of all Encumbrances.

5.5.3 Holdings has no Subsidiaries other than Management Service Company, and neither of Seller nor Management Service Company has any Subsidiaries.

5.6 Financial Matters.

5.6.1 Financial Statements. Attached to Schedule 5.6.1 are copies of each of the following:

(a) the unaudited balance sheets of Seller as of December 31, 2013 and December 31, 2014 and the related unaudited statements of profit and loss of Seller for the fiscal years then ended (collectively, the "Yearly Financials"); and

(b) the unaudited balance sheet of Seller as of October 31, 2015 (respectively, the "Most Recent Balance Sheet," and the "Most Recent Balance Sheet Date") and the related unaudited statement of profit and loss of Seller for the ten-month period then ended (collectively, the "Most Recent Financials," and together with the Yearly Financials, the "Financials").

5.6.2 Financials Compliance. Except as disclosed on Schedule 5.6.2 (the "Financial Exceptions"), the Financials (including any notes thereto) (a) are accurate and complete and were prepared in accordance with the books and records of Seller (which books and records are accurate and complete, represent actual, bona fide transactions, and have been maintained in accordance with sound business practices), (b) have been consistently prepared and (c) fairly present the results of the operations of Seller for the respective periods covered thereby. Since the Most Recent Balance Sheet Date, no officer, director, employee, consultant or independent contractor of Seller has reported to any Seller Party or, to Seller's Knowledge, to any other Person any actual or alleged fraud or willful misconduct with respect to Seller's financial statements or books and records.

5.7 Absence of Undisclosed Liabilities. None of the Operating Companies has any Liabilities except for Liabilities (a) set forth on the face of the Most Recent Balance Sheet, (b) that have arisen after the Most Recent Balance Sheet Date in the Ordinary Course of Business or (c) set forth on Schedule 5.7.

5.8 Absence of Certain Developments. Since the Most Recent Balance Sheet Date, the Business has been conducted only in the Ordinary Course of Business and, except for the Restructuring Transactions and the matters disclosed on Schedule 5.8:

5.8.1 None of the Operating Companies has (a) amended its Organizational Documents, (b) amended any term of its Ownership Interest, (c) issued, sold, granted, or otherwise disposed of, any Ownership Interest or (d) issued, granted or awarded any rights to acquire Ownership Interest;

5.8.2 None of the Operating Companies has become liable in respect of any Guarantee and has not incurred, assumed or otherwise become liable in respect of any Debt;

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5.8.3 None of the Operating Companies has permitted any of its Assets to become subject to an Encumbrance or sold, leased, licensed, transferred, abandoned, forfeited, or otherwise disposed of or lost the use of any of its Assets or terminated any lease or other contract;

5.8.4 None of the Operating Companies has (a) made any declaration, setting aside or payment of any dividend or other distribution with respect to, or any repurchase, redemption or other acquisition of, any of its Ownership Interest, (b) purchased, redeemed, or otherwise acquired any Ownership Interest or (c) entered into, or performed, any transaction with, or for the benefit of, any of the Operating Companies or any Affiliate of the Operating Companies (other than Compensation payments made to officers, managers, employees, independent contractors and consultants in the Ordinary Course of Business);

5.8.5 There has been no material loss, destruction, damage, or eminent domain taking (in each case, whether or not insured) affecting the Business or any material Asset;

5.8.6 None of the Operating Companies has directly or indirectly increased, made any change in, or accelerated the vesting of, any Compensation payable or paid, whether conditionally or otherwise, to (a) any current or former non-executive employee, consultant, independent contractor, partner, or agent other than in the Ordinary Course of Business, (b) any current or former executive officer or director or (c) any of the Operating Companies or any Affiliate of the Operating Companies;

5.8.7 None of the Operating Companies has made any loan or advance to, guarantee for the benefit of, or made any investment in, any Person;

5.8.8 None of the Operating Companies has (a) entered into or amended any Contractual Obligation providing for the employment or engagement of any Person on a full-time, part-time, consulting, independent contractor, or other basis or otherwise providing Compensation or other benefits to any officer, manager, employee, independent contractor or consultant or (b) hired or terminated the employment or engagement of any officer or other key employee, consultant or independent contractor;

5.8.9 None of the Operating Companies has made any change in any of its methods of accounting or accounting practices or policies;

5.8.10 None of the Operating Companies has engaged in any promotional sale or discount or other activity with any customer, patient or third party Payor (other than in the Ordinary Course of Business) that has or would reasonably be expected to have the effect of materially accelerating to pre-Closing periods sales that would otherwise be expected to occur in post-Closing periods;

5.8.11 None of the Operating Companies has engaged in any action regarding the payment of any compensation, sales commission or other payment associated with the sales of any of the various services (other than in the Ordinary Course of Business) of any of the Operating Companies that has or would reasonably be expected to have the effect of delaying to post-Closing periods any payments that would otherwise be expected to have been made in pre-Closing periods;

5.8.12 None of the Operating Companies has terminated or closed any business or operation;

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5.8.13 None of the Operating Companies has adopted, amended, or terminated any Company Plan or, except as required by the terms of any Company Plan existing in writing on the date hereof or applicable Legal Requirements, increased any benefits or amounts payable under any Company Plan;

5.8.14 None of the Operating Companies has adopted, amended, or terminated any collective bargaining agreement or other agreement with a labor union or other labor organization;

5.8.15 None of the Operating Companies has paid, discharged, settled, or satisfied any Action or any material Liability, other than the payment of trade payables in the Ordinary Course of Business;

5.8.16 None of the Operating Companies has entered into any agreement or commitment relating to capital expenditures exceeding Fifty Thousand Dollars ($50,000) individually or One Hundred Thousand Dollars ($100,000) in the aggregate;

5.8.17 None of the Operating Companies has made, changed or revoked any Tax election, elected or changed any method of accounting for Tax purposes, filed any amended Tax Return, settled any claim or Action in respect of Taxes, or entered into any Contractual Obligation in respect of Taxes with any Governmental Authority;

5.8.18 None of the Operating Companies has entered into any commitment, whether orally or in writing, to do any of the things referred to elsewhere in this Section 5.8;

5.8.19 Each of the Operating Companies has timely received all payments due to it under governmental or other Third Party Payor Programs, and no governmental agency or other party has disputed in writing, or to Seller's Knowledge, orally, any obligation to make any payments pursuant to any Third Party Payor Programs;

5.8.20 None of the Operating Companies has written off or determined to be uncollectible any receivables owed to it as set forth on the Most Recent Balance Sheet; and

5.8.21 No other event or circumstance has occurred which has had, or is reasonably likely to have, a Material Adverse Effect.

5.9 Debt. None of the Operating Companies has any Liabilities in respect of Debt except as set forth on Schedule 5.9, which Schedule 5.9 separately and specifically sets forth each Guarantee of the Operating Companies. For each item of Debt (including any Guarantee), Schedule 5.9 correctly sets forth the debtor, the creditor, the maturity date, the collateral, if any, securing such Debt and the total amount of principal, interest, interest rate break fees, prepayment penalties, fees and expenses and other like amounts required for the applicable Operating Company to repay and cancel such Debt as of the Closing Date.

5.10 Ownership of Assets. The Operating Companies have sole and exclusive, good, marketable and insurable indefeasible fee simple title to, or, in the case of property held under a lease or other Contractual Obligation, a sole and exclusive, valid, binding and enforceable leasehold interest in, or right to use and otherwise commercially exploit, all of the properties, rights, and assets, whether real or personal property and whether tangible or intangible, that are owned or purported to be owned by Operating Companies or that are used or exploited in the Business, including the Acquired Assets.

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Except as disclosed on Schedule 5.10, the Acquired Assets comprise all of the Assets, properties and rights of every type and description necessary to or used in the conduct of the Business as presently conducted. All buildings, machinery, equipment, and other tangible assets included as part of the Acquired Assets, whether owned or leased, have been maintained in accordance with normal industry practice, are in good operating condition (subject to normal wear and tear), and are suitable for the purposes for which they are presently used and are, to the Seller's Knowledge, free from defects (patent and latent). Except as disclosed on Schedule 5.10, none of the real or personal property of the Operating Companies, including the Acquired Assets, is subject to any Encumbrance other than a Permitted Encumbrance. The Asset Transfer effectively vested in Management Service Company good and marketable title to all the Acquired Assets free and clear of all Encumbrances.

5.11 Accounts Receivable. All accounts and notes receivable reflected on the Most Recent Balance Sheet have arisen or will arise in the Ordinary Course of Business, represent or will represent legal, valid and binding enforceable obligations owed to the Operating Companies and (a) there are no material disputes, contests, claims, counterclaims, or setoffs with respect to such accounts receivable that have not been reserved for in the Financials and (b) all such accounts and notes receivable have been, or will be, collected or are, or will be, collectible in the aggregate recorded amounts thereof in accordance with their terms (subject to any applicable and consistently recorded reserves for bad debts reflected on the Most Recent Balance Sheet and on the Final Closing Statement).

5.12 Real Property. Schedule 5.12 sets forth a true, correct and complete list, including addresses and suite numbers or other identifying information, of each leasehold interest in real property currently leased, subleased, or licensed to or by, or for which a right to use or occupy has been granted to any of the Operating Companies (the "Real Property") and the corresponding Real Property leases with respect to each such Real Property (the "Real Property Leases"). Except for the Real Property Leases, there are no written or oral subleases, licenses, concessions, occupancy agreements, or other Contractual Obligations granting to any Person (other than the Operating Companies) the right of use or occupancy of the Real Property. The applicable Operating Company has a valid, binding and enforceable leasehold interest in and to each Real Property, free and clear of all Encumbrances other than Permitted Encumbrances. Seller Parties have delivered to Buyer true, correct and complete copies of the Real Property Leases, in each case as amended or otherwise modified and in effect, together with extension notices and other material correspondence, lease summaries, notices of default or otherwise, memoranda of lease, estoppel certificates, and subordination, non-disturbance, and attornment agreements related thereto. No Real Property Lease has been assigned, modified, supplemented or amended other than as set forth on Schedule 5.12. Neither the landlord nor tenant under any Real Property Lease is in default under any such Real Property Lease and, to Seller's Knowledge, no circumstance or set of circumstances exist which, with the giving of notice or the passage of time, or both, would permit such landlord or tenant to terminate any such Real Property Lease. Seller enjoys peaceful, undisturbed and exclusive possession of each Real Property. The current use of the Real Property is, in all material respects, in accordance with the certificates of occupancy relating thereto and the terms of any Permits relating thereto, and there are no uncured zoning violations applicable to the Real Property affected by the Real Property Leases. No Seller Party has received any notice for assessments for public improvements against any of the Real Property affected by the Real Property Leases. The zoning of the Real Property affected by the Real Property Leases permits the continuation of the Business. To Seller's Knowledge, there is no pending or threatened appropriation, condemnation or similar Action affecting the Real Property. There has been no material destruction, damage or casualty with respect to the Real Property. None of the Operating Companies owns or has ever owned any interest of any kind in any real property other than leasehold interests entered into in the Ordinary Course of Business. Except as set forth on Schedule 5.12, none of the Healthcare Providers or any of their Affiliates own any real property that is subject to a Real Property Lease or used in connection with the Business. Within ninety (90) days prior to the Closing, no major maintenance or repair of the Real Property affected by the Real Property Leases

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has been deferred. No portion of the Real Property affected by the Real Property Leases has suffered any damage by fire or other casualty that has not heretofore been repaired and restored in all material respects to its original condition.

5.13 Intellectual Property.

5.13.1 Company IP. Except as disclosed on Schedule 5.13.1, the Operating Companies (Seller before the Asset Transfer and Management Service Company after the Asset Transfer) (a) own all rights, title and interest in and to all Seller Owned Intellectual Property Rights free and clear of any Encumbrances, and without any conflict with, or infringement of, the rights of any third parties and (b) are licensed or otherwise possess a valid and enforceable right to use all Seller Licensed Intellectual Property Rights. Seller Intellectual Property Rights include all of the Intellectual Property Rights used in or necessary for the conduct of the Business as presently conducted. The consummation of the Contemplated Transactions will not: (a) alter, impair or extinguish any Seller Intellectual Property Rights or rights or obligations the Operating Companies have to any Intellectual Property Rights licensed from or covenants not to sue received from third parties; (b) result in Buyer being bound by, or subject to, any non-compete or other restriction on the operation or scope of its businesses, including the Business; or (c) Buyer being limited or prevented from using any Intellectual Property Rights relating to the Business.

5.13.2 Infringement. Except as disclosed on Schedule 5.13.2, neither the Seller Intellectual Property Rights nor the operation of the Business by any of the Operating Companies or any Predecessor has interfered with, infringed upon, diluted, misappropriated, or violated or does interfere with, infringe upon, dilute, misappropriate, or violate any Intellectual Property Rights of any Person. None of Seller, Holdings, Management Service Company or Beneficial Owners has received written, or to Seller's Knowledge, any oral, communication, charge, complaint, claim, demand, or notice or been named in any proceeding alleging interference, infringement, dilution, misappropriation, or violation of the Intellectual Property Rights of any Person (including any invitation to license or request or demand to refrain from using any Intellectual Property Rights of any Person). To Seller's Knowledge, no Person has interfered with, infringed upon, diluted, misappropriated, or violated or does interfere with, infringe upon, dilute, misappropriate, or violate any Seller Intellectual Property Rights.

5.13.3 Scheduled IP. Schedule 5.13.3 identifies all patents, patent applications, registered trademarks, service marks and copyrights, applications for trademark, service mark and copyright registrations, domain names, registered design rights, and other forms of registered Intellectual Property Rights and applications therefor (including where applicable the title, application or registration number, record title owner and jurisdiction), owned by the Operating Companies (Seller before the Asset Transfer and Management Service Company after the Asset Transfer) (collectively, the "Seller Registrations"). Schedule 5.13.3 also identifies all other Intellectual Property Rights that are material to the operation of the Business, including each Software product, proprietary internal software system and other Technology, trade name, and unregistered trademark, service mark, trade dress or copyright (identifying, in each case, the owner of such material Intellectual Property Rights). The applicable Operating Company (Seller before the Asset Transfer and Management Service Company after the Asset Transfer) is properly recorded as the registered owner of all of the Seller Registrations.

5.13.4 IP Contracts. Schedule 5.13.4 identifies all Contractual Obligations that are related to: (a) Seller Owned Intellectual Property Rights licensed to any third party and (b) Seller Licensed Intellectual Property Rights other than Off-the-Shelf Software. None of the Operating Companies, and to Seller's Knowledge, no counter-party, is in Breach of any of the Contractual

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Obligations identified on Schedule 5.13.4 or any Contractual Obligation with respect to any Off-the-Shelf Software. Except as otherwise disclosed on Schedule 5.13.4, none of the Operating Companies is the licensee of and does not use any Seller Licensed Intellectual Property Rights (other than Off-the-Shelf Software). The Operating Companies do not owe any royalties or other payments for the use of any Intellectual Property Rights and the consummation of the Contemplated Transactions will not result in any of the Operating Companies or Buyer owing any such royalties or other payments. None of the Operating Companies is bound by, and no Seller Owned Intellectual Property Rights are subject to, any agreement or arrangement containing any covenant or other provision that in any way limits or restricts the ability of any of the Operating Companies or Buyer to use, exploit, assert, or enforce any Seller Owned Intellectual Property Rights anywhere in the world. The Operating Companies have all Off-the-Shelf Software licenses as necessary for the operation of the Business as presently conducted. For the purposes of the foregoing, "Off-the-Shelf Software" means software, other than open source software, obtained from a third party (a) on general commercial terms and that continues to be widely available on such commercial terms, (b) that is not distributed with or incorporated in any product or services of the Operating Companies, (c) that is used for business infrastructure or other internal purposes and (d) that was licensed for fixed payments of less than Five Thousand Dollars ($5,000) in the aggregate or annual payments of less than Five Thousand Dollars ($5,000) per year.

5.13.5 Information Technology. All Software and other Technology, and all related hardware, computer and telecommunications equipment and related services (collectively, "Information Systems") that are used internally by the Operating Companies are owned by the applicable Operating Company (Seller before the Asset Transfer and Management Service Company after the Asset Transfer) or used pursuant to a valid license or other enforceable right and are not a "bootleg" version or unauthorized copy. All Information Systems and any Software that constitutes Seller Intellectual Property Rights: (a) are in satisfactory working order and are scalable to meet current and reasonably anticipated capacity and (b) in the last twelve months, have not suffered any material failures, breakdowns, breaches (including any that resulted in loss of data), outages or unavailability. None of the Operating Companies has any duty or obligation (whether present, contingent or otherwise) to deliver, license or make available the source code for any Software to any escrow agent or other third party. None of the Software listed on Schedule 5.13.3 is subject to an obligation that (i) requires any of the Operating Companies to divulge the source code for such Software, (ii) permits the creation of any derivative work based on such Software or any part thereof, or (iii) permits the distribution or redistribution of such Software or any part thereof at no charge.

5.13.6 Confidentiality and Invention Assignments. Each of the Operating Companies has taken commercially reasonable steps and precautions in accordance with normal industry practice (a) to protect the Seller Intellectual Property Rights and (b) to maintain the confidentiality of its confidential information, trade secrets, know-how, and other Intellectual Property Rights that, at the relevant time, management considered confidential. The Operating Companies maintain and implement policies by which the Intellectual Property Rights developed by or for the Operating Companies by their respective employees, consultants or independent contractors constitutes works-made-for-hire or that effectively assign to the applicable Operating Company all such Intellectual Property Rights. All Persons who have had access to any trade secret or other confidential or proprietary information of any of the Operating Companies (or of any third party to which any of the Operating Companies has a Contractual Obligation) have executed written agreements which require them to maintain the confidentiality of such confidential information. All Persons who have conceived or developed any Seller Owned Intellectual Property Rights have executed written agreements transferring ownership of all such

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Intellectual Property Rights to the applicable Operating Company (by assignment or, in the case of employees with respect to copyright rights, as "works made for hire" under the U.S. Copyright Act). To Seller's Knowledge, no former or current employee, consultant or contractor is in Breach of any term of any non-disclosure agreement, assignment of invention agreement or similar agreement relating to Seller Intellectual Property Rights. No trade secret or other confidential or proprietary information that is owned by the Operating Companies or material to the Business as currently operated has been disclosed or authorized to be disclosed to any third party, other than pursuant to a non-disclosure agreement or similar instrument.

5.13.7 Validity and Enforceability. Each of the Seller Owned Intellectual Property Rights (including the Seller Registrations) is valid and enforceable and is not subject to any Government Order, and no Action or proceeding is pending or, to the Knowledge of Seller, threatened, which challenges the legality, validity, enforceability, use or ownership of any Seller Owned Intellectual Property Rights. No Seller Owned Intellectual Property Rights were developed by or on behalf of or using grants, compensation, or the facilities of any academic or research institution or governmental entity, or subsidies from any academic or research institution or Governmental Authority other than research and development Tax credits and other similar Tax or governmental benefits that are available to the general public, and that do not affect title to any Seller Owned Intellectual Property Rights and that do not impose any licensing obligations on any of the Operating Companies.

5.13.8 Deadlines. Schedule 5.13.8 identifies, as of the date hereof, all deadlines for prosecuting or maintaining any Seller Owned Intellectual Property Rights from the date hereof and up to and including the date twelve months after the date hereof and, as of the date of this Agreement, all such deadlines through the date three months after the date hereof shall have been satisfied.

5.14 Legal Compliance; Illegal Payments; Permits.

5.14.1 None of the Operating Companies is in Breach of, and has not at any time been in Breach of (a) its Organizational Documents nor is there a basis which could constitute such a Breach; or (b) any Legal Requirement nor, is there a basis which could constitute such a Breach, except, in each case for Breaches disclosed on Schedule 5.14.1.

5.14.2 No written notices have been received by, and no claims have been filed against, any of the Operating Companies alleging a violation of any Legal Requirement, and none of the Operating Companies has been subject to any adverse inspection, finding, investigation, penalty assessment, audit or other compliance or enforcement action.

5.14.3 In the conduct of the Business, none of the Operating Companies nor any of their respective directors, officers, employees, or agents, has (a) directly or indirectly, given, or agreed to give, any illegal gift, contribution, payment, or similar benefit to any supplier, customer, governmental official, or employee or other Person who was, is or may be in a position to help or hinder any Operating Company (or assist in connection with any actual or proposed transaction) or made, or agreed to make, any illegal contribution, or reimbursed any illegal political gift or contribution made by any other Person, to any candidate for federal, state, local, or foreign public office or (b) established or maintained any unrecorded fund or asset or made any false entries on any books or records for any purpose.

5.14.4 The Operating Companies duly possess all Permits under all Legal Requirements necessary for the conduct of the Business and the lawful occupancy, use, and

operation of the Real Property. Schedule 5.14.4.4 describes each such Permit affecting, or relating to, the Assets or the Business together with the Governmental Authority or other Person responsible for issuing such Permit. Except for any Permits marked with an asterisk (*) on Schedule 5.14.44, (a) such Permits are valid and in full force and effect, (b) none of the Operating Companies is in Breach of any such Permit, and no basis exists which, with notice or lapse of time or both, would constitute any such Breach, and (c) such Permits will continue to be valid and in full force and effect, on identical terms, following the consummation of the Contemplated Transactions.

5.15 Compliance with Healthcare Laws.

5.15.1 Except as set forth on Schedule 5.15.1, none of the Operating Companies nor, to Seller's Knowledge, any director, officer, employee, contractor or agent of any of the Operating Companies, including any physician, pharmacist, or other professional licensed clinical practitioner (each physician, pharmacist and professional licensed clinical practitioner is a "Healthcare Provider") has violated, conducted its business or operations in violation of, or used or occupied Seller's properties or assets (including the Assets) in violation of any Healthcare Laws, and there is no basis currently existing that could constitute such a violation, default, or noncompliance with applicable Healthcare Laws by any of the Operating Companies or, in connection with their activities on behalf of any of the Operating Companies, any director, officer, employee, or contractor of any of the Operating Companies.

5.15.2 Except as set forth on Schedule 5.15.2: (a) The Operating Companies and each Healthcare Provider, in connection with their activities for the Operating Companies, has at all times held the provider or supplier number(s) necessary or required by a Payor to bill such Payor; (b) the Operating Companies and each Healthcare Provider, in connection with their activities for the Operating Companies, has at all times held the requisite Permits required under Healthcare Laws; (c) none of the Operating Companies nor, to Seller's Knowledge, any employee or contractor thereof, including any Healthcare Provider, has received any written notice from a state or federal agency or Payor that there is any investigation, audit, claim review, or other Action pending or threatened that could result in a revocation, suspension, termination, probation, restriction, limitation, or non-renewal of any supplier or provider number of any of the Operating Companies or employee or contractor or result in any of the Operating Companies', or such employee's or contractor's exclusion or suspension from any Third Party Payor Program; (d) all claims submitted by or on behalf of any of the Operating Companies and each Healthcare Provider, in connection with their activities for the Operating Companies, for services and goods provided to Third Party Payor Programs represent claims for items, services or goods actually provided by the Operating Companies or such Healthcare Providers; (e) all claims that have been submitted by or on behalf of the Operating Companies and each Healthcare Provider, in connection with their activities for the Operating Companies, have been submitted in compliance with applicable Laws and all rules, regulations, policies, and procedures of the Third Party Payor Programs, provided, however, that Seller shall not have to list on Schedule 5.15.2 denials of payment by such Third Party Payor Programs which have been reported by such Third Party Payor Program to the Operating Companies in the Ordinary Course of Business; (f) none of the Operating Companies nor, to Seller's Knowledge, any employee or contractor of any of the Operating Companies has received any written notice that there are any pending or threatened, audits, investigations or claims for or relating to its claims to Third Party Payor Programs; (g) any research involving human subjects conducted by the Operating Companies or any of their employees or contractors has been conducted at all times (i) in compliance with all applicable Law; and (ii) in compliance with the applicable contract with the sponsor of such research; (h) none of the Operating Companies nor, to Seller's Knowledge, any of their employees or

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contractors has any compensation or ownership relationship (present or contingent, direct or indirect) with any sponsor of clinical research; (i) Schedule 5.15.2 lists each Healthcare Provider required to be licensed, certified and/or registered to perform services for the Operating Companies along with its respective state(s) of licensure, certification or registration (including the licensure, certification or registration number); all such licensures, certifications and registrations are and have been valid and contain no restrictions and all Healthcare Providers required to be licensed, certified or registered to perform services to the Operating Companies are and have been so licensed, certified or registered without restriction; (j) the Operating Companies have current and valid provider arrangements with each Third Party Payor Program set forth on Schedule 5.15.2, and are and have been in compliance in all respects with the conditions of participation of the Medicare and Medicaid programs and the various conditions necessary for participation (where applicable) and reimbursement under all other Third Party Payor Programs; (k) none of the Operating Companies has received any payment or reimbursement in excess of amounts allowed by any Healthcare Law; (l) none of the Operating Companies nor any shareholder, officer, director, employee or contractor of any of the Operating Companies has been excluded, debarred or suspended from participation in either Medicare, Medicaid or any federal health care program; (m) based upon and in reliance upon the Operating Companies' review of (1) the "list of Excluded Individuals/Entities" on the website of the United States Health and Human Services Office of Inspector General (http://oig.hhs.gov/fraud/exclusions.html), and (2) the "System for Award Service Company" on the website of the United States General Services Administration (http://sam.gov), none of the shareholders, officers, directors, employees, contractors or agents of any of the Operating Companies have been excluded from participation in Medicare, Medicaid or any other state or federal health care program. None of the Operating Companies nor, to Seller's Knowledge, any shareholder, officer, director, employee, contractor or agent of any of the Operating Companies has received written notice from any Third Party Payor Programs of any pending or threatened investigations or surveys. Neither the execution of this Agreement nor the consummation of the transactions contemplated hereunder will result in the Breach, or the ability of the counterparty to terminate, any managed care agreement.

5.16 Tax Matters. Except as set forth on Schedule 5.16:

5.16.1 Each of Seller, Group, Holdings and Management Service Company has timely filed, or has caused to be timely filed on its behalf, all Tax Returns required to be filed by it in accordance with all applicable Legal Requirements. All such Tax Returns are true, correct and complete in all material respects. All Taxes owed by each of Seller, Group, Holdings and Management Service Company (whether or not shown on any Tax Return) have been timely paid in full. None of Seller, Group, Holdings or Management Service Company is currently the beneficiary of any extension of time within which to file any Tax Return. No claim has ever been made by an authority in a jurisdiction where Seller, Group, Holdings or Management Service Company does not file Tax Returns that such party is or may be subject to taxation by or required to file Tax Returns in that jurisdiction and, to Seller's Knowledge, there is no basis for any such claim to be made. There are no Encumbrances with respect to Taxes upon any Asset other than liens for current Taxes not yet due and payable.

5.16.2 Each of Seller, Group, Holdings and Management Service Company has deducted, withheld and timely paid to the appropriate Governmental Authority all Taxes required to be deducted, withheld and paid by it in connection with amounts paid or owing to any employee, independent contractor, creditor, stockholder or other third party, and each of Seller, Group, Holdings and Management Service Company has complied with all applicable reporting and recordkeeping requirements. Each of Seller, Group, Holdings and Management Service Company has at all relevant times properly classified each provider of services to Seller as an

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employee or independent contractor, as the case may be, for Tax purposes and all Forms W-2 and 1099 (and corresponding state forms) required with respect thereto have been properly completed and timely filed. No equity holder and no director or officer (or employee responsible for Tax matters) of Seller, Group, Holdings or Management Service Company expects any authority to assess any additional Taxes for any period for which Tax Returns have been filed. There is no dispute, audit, investigation, proceeding or claim concerning any Tax Return or Tax Liability of Seller, Group, Holdings or Management Service Company pending, being conducted, claimed or raised by a Governmental Authority. Seller has provided to Buyer (a) true and complete copies of all Tax Returns filed by Seller, Group, Holdings and Management Service Company since December 31, 2012, (b) a list of the Tax Returns that have been audited or are currently the subject of an audit and (c) all examination reports, and statements of deficiencies filed, assessed against, or agreed to by Seller, Group, Holdings and Management Service Company since January 1, 2013. All Tax deficiencies assessed against Seller, Group, Holdings and Management Service Company have been fully paid or finally settled.

5.16.3 None of Seller, Group, Holdings or Management Service Company has waived any statute of limitations in respect of Taxes or Tax items. None of Seller, Group, Holdings or Management Service Company has agreed to nor is a beneficiary of any extension of time with respect to any Tax deficiency, any Tax that may be assessed or collected, or any adjustment to any Tax Return that may be made. None of Seller, Group, Holdings or Management Service Company has executed any power of attorney with respect to any Tax, other than powers of attorney that are no longer in force. No closing agreements, private letter rulings, technical advice memoranda or similar agreements or rulings relating to Taxes have been entered into or issued by any Governmental Authority with or in respect of Seller, Group, Holdings or Management Service Company.

5.16.4 None of Seller, Group, Holdings or Management Service Company has been a member of an Affiliated Group (as defined in Section 1504(a) of the Code) filing a consolidated federal income Tax Return, is not a party to any Tax allocation or sharing agreement or and has no Liability for the Taxes of any other Person under Treasury Regulation § 1.1502-6 (or any similar provision of state, local or foreign law), as a transferee or successor, by contract or otherwise.

5.16.5 Each of Seller, Group, Holdings and Management Service Company (a) has timely reported all transactions required to be reported under Treasury Regulation § 1.6011-4(b) (or any similar provision of state, local or foreign law) and (b) has disclosed on its federal Tax Returns all positions taken therein that could give rise to a substantial understatement of federal income Tax within the meaning of Code section 6662.

5.16.6 Since 1998, and until the effectiveness of its election as a qualified S subsidiary in connection with the Initial Interest Transfer, Seller has been a validly electing S corporation within the meaning of Code sections 1361 and section 1362 (and all corresponding state tax law provisions in those states in which Seller conducted business at any time). Group has been a validly electing S corporation within the meaning of Code sections 1361 and section 1362 (and all corresponding state tax law provisions in those states in which Group conducted business at any time) at all times during its existence. Management Service Company has been, and will be, a disregarded entity, or branch, of Seller until the Initial Interest Transfer, and thereafter of Group, for U.S. federal and applicable state and local Tax purposes.

5.16.7 The unpaid Taxes of Seller (a) did not, as of the Most Recent Balance Sheet Date, exceed the reserve for Tax liability (rather than any reserve for deferred Taxes established

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to reflect timing differences between book and tax income) set forth on the face of the Most Recent Balance Sheet (rather than in the notes thereto) and (b) do not exceed that reserve as adjusted for the passage of time through the Closing Date in accordance with the past custom and practice of Seller in filing its Tax returns. Since the Most Recent Balance Sheet Date, Seller has not incurred any liability for Taxes arising from extraordinary gains and losses, as that term is used in GAAP, outside the Ordinary Course of Business consistent with past custom and practice.

5.16.8 None of Seller, Group, Holdings or Management Service Company will be required to include any item of income in, or to exclude any item of deduction from, taxable income for any taxable period (or portion thereof) ending after the Closing Date as a result of any (a) a change in method accounting for any taxable period ending on or before the Closing Date, (b) "closing agreement" as described in Code Section 7121 (or any corresponding provision of state, local or non-U.S. tax law) executed on a prior to the Closing Date, (c) installment sale or open transaction disposition made on or prior to the Closing Date or (d) prepaid amount received on or prior to the Closing Date.

5.16.9 None of Seller, Group, Holdings or Management Service Company is or has been a party to any agreement, contract, arrangement or plan that has resulted or could result, separately or in the aggregate, in the payment of (a) an "excess parachute payment" within the meaning of Code Section 280G (or any corresponding provision of state, local or non-U.S. tax law) or (b) deferred compensation that is either not excluded from or not in compliance with the provisions of Code Section 409A.

5.16.10 None of the Acquired Assets, as of the Closing Date, are assets that could be subject to the anti-churning rules set forth in Section 197(f)(9) of the Code and the regulations promulgated with respect thereto.

5.17 Employee Benefit Plans.

5.17.1 Schedule 5.17.1 lists all Employee Plans sponsored, maintained, or contributed to or required to be contributed to by the Operating Companies, or as to which any of the Operating Companies is or may be obligated to contribute or has or may have any Liability ("Company Plans"). With respect to each Company Plan, Seller has delivered to Buyer true, accurate and complete copies of each of the following: (a) if the Company Plan has been reduced to writing, the plan document together with all amendments thereto, (b) if the Company Plan has not been reduced to writing, a written summary of all material plan terms, (c) if applicable, copies of any trust or other funding agreements and any amendments thereto, custodial agreements, insurance policies, administrative agreements and similar agreements, and investment management or investment advisory agreements, (d) copies of the most recent summary plan descriptions, summaries of material modifications, employee handbooks or similar employee communications, (e) in the case of any Company Plan that is intended to be qualified under Code Section 401(a), a copy of the most recent determination or opinion letter from the IRS and any related correspondence, a copy of any pending request for such determination, and all discrimination and qualification tests prepared for each Company Plan for the last two plan years, (f) in the case of any Company Plan for which Forms 5500 are required to be filed, a copy of the two most recently filed Forms 5500, with all required schedules attached, (g) all material employee communications currently in effect, and (h) all actuarial reports, valuations, and similar materials.

5.17.2 Except as set forth on Schedule 5.17.2, none of the Operating Companies nor any of their ERISA Affiliates currently has, or has ever maintained, contributed to or otherwise

had any Liability (whether contingent or otherwise) with respect to a plan subject to Title IV of ERISA or Code Section 412, including any "multiemployer plan" as defined in Section 3(37) or 4001(a)(3) of ERISA, and no condition exists that presents a risk to any of the Operating Companies of incurring a Liability under Title IV of ERISA or Section 412 or 430 of the Code. No Company Plan is a "multiple employer welfare arrangement" (within the meaning of Section 3(40) of ERISA) and no Company Plan is a plan described in Section 4063(a) of ERISA.

5.17.3 Each Company Plan that is intended to be qualified under Code Section 401(a) has received a favorable determination or opinion letter as to its qualified status, and no event has occurred and no circumstance exists that would reasonably be expected to adversely affect such tax-qualified status or the tax-exempt status of any related trust. Each Company Plan, including any associated trust or fund, has been drafted, maintained, and administered in accordance with its terms and with applicable Legal Requirements in all material respects, including all reporting and disclosure requirements with respect to each such Company Plan, and nothing has occurred with respect to any Company Plan that has subjected or could subject any of the Operating Companies to a penalty under Section 502 of ERISA or to an excise tax under the Code, or that has subjected or could subject any participant in, or beneficiary of, an Company Plan to a tax under Code Section 4973. No Company Plan is subject to Legal Requirements of a jurisdiction outside the United States.

5.17.4 All required contributions to, and premium payments on account of, each Company Plan have been made on a timely basis and to the extent not yet due have been appropriately accrued in accordance with GAAP and any applicable Legal Requirements.

5.17.5 With respect to each Company Plan, there is no pending or, to Seller's Knowledge, threatened Action relating to an Company Plan, other than routine claims in the Ordinary Course of Business for benefits provided for by the Company Plans, and there are not any facts that would be reasonably expected to give rise to any Liability in the event of any such Action. No Company Plan is or, within the last six years, has been the subject of an examination or audit by a Governmental Authority, is the subject of an application or filing under, or is a participant in, a government-sponsored amnesty, voluntary compliance, self-correction or similar program.

5.17.6 There have been no "prohibited transactions" (as described in Section 406 of ERISA or Code Section 4975) with respect to any Company Plan and none of the Operating Companies nor any of their ERISA Affiliates has engaged in any prohibited transaction.

5.17.7 Except as required under Section 601 *et seq.* of ERISA and Code Section 4980B, no Company Plan provides benefits or coverage in the nature of health, life or disability insurance following retirement or other termination of employment. None of the Operating Companies has liability under Section 4980D of the Code or would have any liability under Section 4980H of the Code, provided such section were currently in effect.

5.17.8 Neither the execution of this Agreement nor the consummation of the Contemplated Transactions will (either alone or together with any event) constitute an event under any Company Plan, trust or loan that will or may result (either alone or in connection with any other circumstance or event) in any payment (whether of severance pay or otherwise), acceleration, forgiveness of indebtedness, vesting, distribution, increase in Compensation or other benefits or obligation to fund benefits with respect to any current or former employee, officer, director, consultant, partner or independent contractor.

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5.17.9 The Operating Companies (and the relevant plan administrator if other than the Operating Companies) have at all relevant times properly classified each provider of services to the Operating Companies as an employee, partner or independent contractor, as the case may be, for all purposes relating to each Company Plan for which such classification could be relevant.

5.17.10 None of the assets of any Company Plan are invested in employer securities or employer real property.

5.17.11 To Seller's Knowledge, there has been no act, omission or other circumstance that would impair the Operating Companies' ability to unilaterally amend or terminate any Company Plan in accordance with its terms.

5.17.12 No Company Plan provides any present or future rights to any employee, director, officer, consultant or independent contractor of any of the Operating Companies or any of their ERISA Affiliates who perform services outside the United States and no Company Plan is subject to any Legal Requirement or Law of any foreign Governmental Authority.

5.17.13 Since June 30, 2015, none of the Operating Companies has changed any of its or another Operating Company's processes or policies regarding vacation, vacation pay, or vacation benefits.

5.18 Environmental Matters. Except as set forth in Schedule 5.18, (a) the Operating Companies and their respective Predecessors are, and have been, in compliance with all Environmental Laws, (b) there has been no release or threatened release of any pollutant, petroleum or any fraction thereof, contaminant or toxic or hazardous material (including toxic mold or asbestos), substance or waste, including medical waste (each, a "Hazardous Substance") on, upon, into or from any site currently or heretofore owned, leased or otherwise used by the Operating Companies or a Predecessor thereof, (c) there have been no Hazardous Substances generated by the Operating Companies or a Predecessor thereof that have been disposed of or come to rest at any site that has been included in any published U.S. federal, state or local "superfund" site list or any other similar list of hazardous or toxic waste sites published by any Governmental Authority in the United States, (d) there are no underground storage tanks located on, no PCBs (polychlorinated biphenyls) or PCB-containing equipment used or stored on, and no hazardous waste (as defined by the Resource Conservation and Recovery Act of 1976) stored on, any site owned or operated by the Operating Companies or a Predecessor thereof, except for the storage of hazardous waste in compliance with Environmental Laws and (e) Seller has made available to Buyer true, accurate and complete copies of all material environmental records, reports, notifications, certificates of need, permits, pending permit applications, correspondence, engineering studies, and environmental studies or assessments, in each case as amended and in effect.

5.19 Contracts.

5.19.1 Contracts. Except as disclosed on Schedule 5.19.1 or as contemplated pursuant to the terms hereof, none of the Operating Companies nor any of their respective Assets is bound by or a party to:

(a) (i) any lease required to be capitalized in accordance with GAAP or (ii) any other lease or other Contractual Obligation relating to equipment providing for aggregate rental payments in excess of Ten Thousand Dollars ($10,000) under which any equipment is held or used by any of the Operating Companies;

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(b) any Contractual Obligation which relates to the lease or sublease of any Asset, including Personal Property Leases and Real Property Leases;

(c) any Contractual Obligation relating to the acquisition or disposition of (i) any business of or by any of the Operating Companies or any material portion thereof (whether by merger, consolidation, or other business combination, sale of securities, sale of assets, or otherwise) or (ii) any asset other than in the Ordinary Course of Business;

(d) any Contractual Obligation under which any of the Operating Companies is, or may become, obligated to pay any amount in respect of (i) indemnification obligations, (ii) purchase price adjustment or (iii) in connection with any (A) acquisition or disposition of assets or securities (other than the sale of inventory in the Ordinary Course of Business), (B) merger, consolidation, or other business combination or (C) series or group of related transactions or events of the type specified in clauses (A) and (B) above;

(e) any Contractual Obligation consisting of a partnership, limited liability company, consortium or joint venture agreement;

(f) any Contractual Obligation (or group of related Contractual Obligations) (i) under which any of the Operating Companies has created, incurred, assumed, or guaranteed any Debt, including any Contractual Obligations with private lenders requiring any of the Operating Companies to make recourse payments in connection with a customer default, (ii) under which an Encumbrance has been placed on any Asset or (iii) under which any other Person has guaranteed any Debt of any of the Operating Companies;

(g) any Contractual Obligation relating to confidentiality or non-competition restrictions or that otherwise restricts the conduct of the Business by any of the Operating Companies or any of their respective Affiliates or limits the freedom of any of the Operating Companies or any of their respective Affiliates to sell any product or provide any service, to engage in any line of business, or to compete with any Person in any geographic area or to hire, solicit, or retain any Person (whether or not the Operating Companies are subject to or are the beneficiaries of such obligations);

(h) any Contractual Obligation relating to employment, personal services, consulting, an independent contractor arrangement, or similar matters (including, for the avoidance of doubt, any Excluded Employment Contract);

(i) any Contractual Obligation under which any of the Operating Companies is, or may become, obligated to pay any investment bank, broker, financial advisor, finder, or other similar Person (including an obligation to pay any legal, accounting, brokerage, finder's, or similar fees or expenses in connection with this Agreement or the Contemplated Transactions);

(j) any agency, dealer, distributor, reseller, sales representative, marketing or other similar agreement for which payments exceeded One Hundred Thousand Dollars ($100,000) over the preceding twelve (12) month period;

(k) any Contractual Obligation under which any of the Operating Companies has advanced or loaned money to any Person (other than to any of its employees in the Ordinary Course of Business);

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(l) any Contractual Obligation arising pursuant to a Third Party Payor Program for which consideration exceeded Three Hundred Thousand Dollars ($300,000) over the preceding twelve (12) month period;

(m) any other Contractual Obligation (or group of related Contractual Obligations) the performance of which involves consideration in excess of One Hundred Thousand Dollars ($100,000) in the aggregate over the life of such Contractual Obligation or which is otherwise material to the Business; and

(n) any Contractual Obligation under which any of the Operating Companies has engaged in any promotional sale, discount, rebate or other activity with any customer (other than in the Ordinary Course of Business).

5.19.2 Enforceability; Breach. Each Contractual Obligation disclosed on or required to be disclosed on Schedule 5.9 (Debt), Schedule 5.12 (Real Property), Schedule 5.13.4 (IP Contracts), Schedule 5.17.2 (Employee Benefit Plans), Schedule 5.15.2 (Compliance with Healthcare Laws), Schedule 5.19.1 (Contracts) or Schedule 5.24 (Insurance) (each, a "Disclosed Contract") is enforceable against each party to such Contractual Obligation, and is in full force and effect, and, subject to obtaining any necessary consents disclosed on Schedule 5.4 (Noncontravention), will continue to be so enforceable and in full force and effect on identical terms following the consummation of the Contemplated Transactions. None of the Operating Companies or, to Seller's Knowledge, any other party to any Disclosed Contract has been or is currently in Breach, or has repudiated any provision of, any Disclosed Contract nor, to Seller's Knowledge, has any event occurred that with the lapse of time, or the giving of notice, or both, would constitute a default under any Disclosed Contract. Seller has delivered to Buyer true, accurate and complete copies of each written Disclosed Contract, in each case, as amended or otherwise modified and in effect. Seller has delivered to Buyer a written summary setting forth the terms and conditions of each oral Disclosed Contract.

5.20 Suppliers. Schedule 5.20 sets forth a list of the Operating Companies' suppliers to whom any of the Operating Companies has, in the aggregate, made payments in excess of (a) Twenty Five Thousand Dollars ($25,000) for either of the fiscal years ended December 31, 2014 or December 31, 2013, or (b) Twenty Five Thousand Dollars ($25,000) for the ten-month period ended on October 31, 2015 (each such supplier, a "Key Supplier") and the dollar amount of payments made by the Operating Companies to each such Key Supplier during each such period. Other than as specifically set forth and marked on Schedule 5.20, there are no written contracts with any supplier listed on Schedule 5.20 and any relationship with such suppliers is terminable for any reason by any of the Operating Companies upon 30 days' notice without any cost or liability. Other than the expiration of contracts in accordance with their terms, except as described on Schedule 5.20, since December 31, 2013, (i) no Key Supplier has cancelled or terminated, or has threatened to cancel or terminate, its relationship with the Operating Companies, or materially decrease the rate of business done with any of the Operating Companies, (ii) there has been no change in the Operating Companies' business relationship with any supplier which has had or would reasonably be likely to have an adverse and material effect on the sales volume or sales revenue of the Operating Companies; and (iii) no supplier has requested or received an increase in its pricing that is inconsistent with any provision contained in its existing agreement with the Operating Companies. None of the Operating Companies is involved in any material claim or dispute with any supplier of the Operating Companies. As of the date hereof, to Seller's Knowledge, there is no reason to believe that there will be any material change in the relationships of any of the Operating Companies with such suppliers as a result of the Contemplated Transactions.

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5.21 Affiliate Transactions. Except as disclosed on Schedule 5.21, no Seller Controlled Party and no officer, director, manager, employee, shareholder, member, or Affiliate of any Seller Controlled Party, or, to Seller's Knowledge, any individual related by blood, marriage, or adoption to any of the foregoing individuals or any entity in which any of the foregoing Persons owns any beneficial interest in, is a consultant, competitor, creditor, debtor, customer, distributor, service provider, supplier, or vendor of, or is a party to any Contractual Obligation with, Seller or has any interest in any of the Assets used in, or necessary to, the Business. Schedule 5.21 contains a description of all services provided to or on behalf of Seller by Seller or its Affiliates (other than Seller) and the costs associated therewith.

5.22 Employees.

5.22.1 Except as disclosed on Schedule 5.22.1: (a) there are no labor disputes, grievances, work slowdowns, lockouts, work stoppages, picketing or strikes pending, or to Seller's Knowledge, threatened with respect to any of the Operating Companies, and there have been no such troubles at any time during the past five (5) years; (b) no employee of any of the Operating Companies is represented by a labor union or other bargaining representative; (c) none of the Operating Companies is a party to, or otherwise subject to, any collective bargaining agreement or other agreement with a labor union or other employee bargaining representative, and no such agreement is being negotiated by any of the Operating Companies; (d) no petition has been filed or proceedings instituted by any labor union or other labor organization with any Governmental Authority seeking recognition or certification as a bargaining representative of any employee or group of employees of any of the Operating Companies; (e) there are no pending or, to Seller's Knowledge, threatened unfair labor practice charges against any of the Operating Companies before the National Labor Relations Board or any analogous state or foreign Governmental Authority; (f) none of the Operating Companies has, and is not currently, engaged in any unfair labor practice as defined in the National Labor Relations Act; (f) to Seller's Knowledge there is no organizational effort currently being made or threatened by, or on behalf of, any labor union or other labor organization to organize any employees of any of the Operating Companies, and there have been no such efforts for the past five (5) years; and (g) to Seller's Knowledge no demand for recognition as the bargaining representative of any employee or group of employees of any of the Operating Companies has been made.

5.22.2 Each of the Operating Companies is and has been in compliance in all material respects with all applicable Legal Requirements pertaining to labor and employment, including labor relations, fair employment practices, immigration, wages, hours, the classification and payment of employees and independent contractors, child labor, hiring, working conditions, meal and break periods, privacy, health and safety, workers' compensation, leaves of absence and unemployment insurance. None of the Operating Companies has incurred, and no circumstances exist under which any of the Operating Companies would reasonably be expected to incur, any liability arising from the misclassification of employees as consultants or independent contractors and/or from the misclassification of employees as exempt from the requirements of the Fair Labor Standards Act or similar state Legal Requirements.

5.22.3 Except as disclosed on Schedule 5.22.3, there are no Actions against any of the Operating Companies pending, or to Seller's Knowledge, threatened to be brought or filed, by or before any Governmental Authority by or concerning any current or former applicant, employee or independent contractor of any of the Operating Companies, and there have been no such Actions pending, or to Seller's Knowledge, threatened, in the past five (5) years.

5.22.4 True and complete information as to the name, current job title and compensation for each of the last three (3) years of all current directors and executive officers of

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each of the Operating Companies has been provided to Buyer. As of the date hereof, no officer or other key employee has given notice of termination of employment, or otherwise disclosed plans to terminate employment, with any of the Operating Companies. No officer or other key employee of any of the Operating Companies is employed pursuant to a visa, work permit or other work authorization that is time-limited.

5.22.5 None of the Operating Companies has, during the ninety (90) day period prior to the date hereof, taken any action that would constitute a "Mass Layoff" or "Plant Closing" within the meaning of the Worker Adjustment and Retraining Notification Act or similar state Legal Requirement.

5.23 Litigation; Government Orders. Except as set forth on Schedule 5.23 (which matters have not and could not be expected to result in (a) aggregate Losses to any of the Operating Companies of greater than Ten Thousand Dollars ($10,000) or (b) the imposition of an injunction or other equitable relief with respect to any of the Operating Companies), there are, and during the past five (5) years there have been, no Actions (i) pending, or, to Seller's Knowledge, threatened against or affecting, or pending or threatened by, any of the Operating Companies, (ii) pending, or, to Seller's Knowledge, threatened against or affecting, any of the Operating Companies' officers, managers, employees or contractors (including their physicians, pharmacists and other clinical practitioners) with respect their business activities, (iii) pending, or to Seller's Knowledge, threatened against or affecting, the Contemplated Transactions, or (iv) pending, or, to Seller's Knowledge, threatened, seeking an injunction or other prohibition preventing any of the Operating Companies from engaging in any commercial act in any jurisdiction, and to Seller's Knowledge there are no facts making the commencement of any Action described in the foregoing clauses (i), (ii), (iii) or (iv) reasonably likely. None of the Operating Companies (A) is the subject of any judgment, decree, injunction, or Government Order and (B) has plans to initiate any Action. Seller is fully insured with respect to each of the matters required to be set forth on Schedule 5.23.

5.24 Insurance. Schedule 5.24 sets forth a true and complete list of all insurance policies in force with respect to the Operating Companies or any other of their respective employees, officers or directors (or an equivalent position). The list includes for each insurance policy the type of insurance policy, form of coverage, policy number, name of insurer, period (term), limits, deductibles and premiums. All such policies are in full force and effect, all premiums with respect thereto covering all periods up to and including the Closing have or will have been paid, none of the Operating Companies is in default thereunder, and no notice of cancellation or termination has been received by any of the Operating Companies with respect to any such insurance policy. Schedule 5.24 also describes any self-insurance or co-insurance arrangements by or affecting any of the Operating Companies, including any reserves established thereunder. In addition, Schedule 5.24 contains a list of all pending claims and all claims submitted during the previous three (3) years under any insurance policy maintained by any of the Operating Companies. No insurer has (a) denied or disputed (or otherwise reserved its rights with respect to) the coverage of any such claim pending under any insurance policy or (b) to Seller's Knowledge, threatened to cancel any such insurance policy. Except as disclosed on Schedule 5.24, to Seller's Knowledge, no insurer plans to raise the premiums for, or materially alter the coverage under, any such insurance policy. Except as disclosed on Schedule 5.24, none of the Operating Companies' insurance policies provides for any retrospective premium adjustment or other experience-based liability on the part of any of the Operating Companies. To Seller's Knowledge, there is no claim which, individually or in the aggregate with other claims, could reasonably be expected to impair any current or historical limits of insurance available to any of the Operating Companies, nor has any current or past insurer of any of the Operating Companies become insolvent.

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5.25 Investment Representation. Group is an "accredited" investor within the meaning of Rule 501 under the 1933 Act and is acquiring Holdings Units solely for its own account for investment purposes and not with a view to, or for offer or sale in connection with, any distribution thereof. Each Seller Party and Group acknowledge that Holdings Units are not registered under the 1933 Act, or any state securities laws, and that Holdings Units may not be transferred or sold except pursuant to the registration provisions of the Securities Act or pursuant to an applicable exemption therefrom and subject to state securities laws and regulations, as applicable. Group is able to bear the economic risk of holding Holdings Units for an indefinite period (including total loss of its investment), and has sufficient knowledge and experience in financial and business matters so as to be capable of evaluating the merits and risk of its investment.

5.26 No Prior Operations. Prior to the Asset Transfer, neither Holdings nor Management Service Company had any Assets or Liabilities (other than those incidental to and reasonably required to effect the Asset Transfer). Prior to the Asset Transfer, neither Holdings nor Management Service Company engaged in any operations or activities (other than in connection with effectuating the Asset Transfer).

5.27 Restructuring Transactions. Each of the Restructuring Transactions have been effected in accordance with the Contribution Agreement, the Exchange Agreement and the Share Purchase Agreement (collectively, "Restructuring Documents") and such Restructuring Documents have not been amended or otherwise modified. Other than the Restructuring Documents, no other agreements or arrangements have been entered into in connection with the Restructuring Transactions.

5.28 No Brokers. Except as set forth on Schedule 5.28, no Seller Controlled Party has Liability of any kind to, and is not subject to any claim of, any broker, finder or agent in connection with the Contemplated Transactions other than those which will be paid by a Seller Party prior to the Closing or which will be included in the Transaction Expenses.

5.29 Disclosure. None of the representations and warranties contained in this Article 5, nor any Seller Disclosure Schedules attached hereto and delivered in connection with such representations and warranties, contain any untrue statement of material fact or omit to state any material fact necessary in order to make the statements and information contained herein and therein not misleading.

6. REPRESENTATIONS AND WARRANTIES OF BUYER.

In order to induce Seller Parties to enter into and perform this Agreement and to consummate the Contemplated Transactions, Buyer represents and warrants to Seller Parties, as of the Contribution Date and as of the Closing Date, as follows:

6.1 Organization. Buyer is duly organized, validly existing and in good standing under the laws of the State of Delaware.

6.2 Power and Authorization. The execution, delivery and performance by Buyer of this Agreement and each Ancillary Agreement to which it is a party and the consummation of the Contemplated Transactions are within the power and authority of Buyer and have been duly authorized by all necessary action on the part of Buyer. This Agreement and each Ancillary Agreement to which Buyer is a party (a) has been and will be duly executed and delivered by Buyer and (b) is and will be a legal, valid and binding obligation of Buyer, enforceable against such party in accordance with its terms.

6.3 Authorization of Governmental Authorities. No action by (including any authorization, consent or Approval), or in respect of, or filing with, any Governmental Authority is

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required for, or in connection with, the valid and lawful (a) authorization, execution, delivery and performance by Buyer of this Agreement and each Ancillary Agreement to which Buyer is a party or (b) consummation of the Contemplated Transactions by Buyer.

6.4 Noncontravention. Neither the execution, delivery and performance by Buyer of this Agreement or any Ancillary Agreement to which Buyer is a party nor the consummation of the Contemplated Transactions will: (a) assuming the taking of any action by (including any authorization, consent or Approval) or in respect of, or any filing with, any Governmental Authority, in each case, as disclosed on Schedule 6.3, violate any provision of any Legal Requirement applicable to Buyer; (b) result in a Breach of any Contractual Obligation of Buyer; (c) require any action by (including any authorization, consent or Approval) or in respect of (including notice to), any Person under any Contractual Obligation of Buyer; or (d) result in a Breach of Buyer's Organizational Documents.

6.5 No Brokers. Buyer has no Liability of any kind to any broker, finder or agent with respect to the Contemplated Transactions for which any of Seller Parties could be liable.

6.6 Disclosure. None of the representations and warranties contained in this Article 6 contain any untrue statement of material fact or omit to state any material fact necessary in order to make the statements and information contained herein and therein not misleading.

7. COVENANTS.

7.1 Collateral Access Agreements and Landlord Consents. Prior to the Closing, Seller Parties shall provide to Buyer: (a) a collateral access agreement under each Real Property Lease listed on Schedule 7.1 and (b) a letter from the landlord under each Real Property Lease that such landlord consents to the transactions contemplated hereby in respect of such Real Property Lease, in each case, in form and substance reasonably satisfactory to Buyer.

7.2 Beneficial Owners' Release. Effective as of the Closing, each Beneficial Owner, on behalf of himself and his Affiliates, hereby irrevocably waives, releases, remises, and forever discharges each of Seller, Buyer, Holdings, Management Service Company and each of their respective Affiliates from any and all Liabilities of such party owed to such Beneficial Owner or any of its Affiliates for any claims of any kind which such Beneficial Owner or any of its Affiliates may have against such party as of the date hereof (other than claims arising under this Agreement which such claims shall be governed by Article 10).

7.3 Certain Information. From the Closing Date until the eighth (8^{th}) anniversary of the Closing Date, Seller will, and Doctor Owner will (and prior to the Final Approval Transfer, the Temporary Doctor Owners will) cause Seller to, preserve all books, records, contracts, data, information and documents possessed or to be possessed by it relating to any of the Acquired Assets prior to the Asset Transfer. After the Closing Date, Seller will, and Beneficial Owners will cause Seller to, permit Buyer and its Representatives to have full access (at reasonable times and upon reasonable notice) to such books, records, contracts, data, information and documents and to make copies of such books, records, contracts, data, information and documents as Buyer or its Representatives may reasonably request.

7.4 Confidentiality. Each Seller Party hereby agrees with Buyer that such Seller Party will not, and that such Seller Party will cause its Affiliates not to, at any time on or after the Closing, directly or indirectly, without the prior written consent of Buyer, disclose or, other than in connection with such Seller Party's ongoing role as a director, manager, officer or employee of Seller, use, any confidential or proprietary information involving or relating to the Business, the Acquired Assets or the Contemplated Transactions; provided that the information subject to this Section 7.4 will not include any

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information generally available to, or known by, the public (other than as a result of a violation hereof). Each Seller Party hereby agrees that it shall be responsible for any Breach or violation of the provisions of this Section 7.4 by any of its Affiliates or its or its Affiliates' Representatives.

7.5 Publicity. No public announcement or disclosure shall be made by any Seller Party respect to the subject matter of this Agreement or the Contemplated Transactions or any of the terms hereof or thereof without the prior written consent of Buyer (which consent shall not be unreasonably withheld, conditioned or delayed); provided that the provisions of this Section 7.5 shall not prohibit (a) any disclosure required by any applicable Legal Requirements (in which case the disclosing party shall provide the other parties with the opportunity to review in advance any such disclosure), or (b) any disclosure made in connection with the enforcement of any right or remedy relating to this Agreement or the Contemplated Transactions.

7.6 Noncompetition and Nonsolicitation.

7.6.1 Through the period ending on the five (5) year anniversary of the Closing Date (the "Restricted Period") none of Beneficial Owners shall, directly or indirectly, for himself or through any other Person, in any capacity, engage in or participate in any activity competitive with all or any portion of the Business (as conducted by Seller immediately prior to the Asset Transfer) anywhere within a geographic radius of forty-five (45) miles of any of Seller's offices or any of the locations in which Seller provide services, in each case as of the Contribution Date; provided that the passive ownership of less than 5% of the outstanding Ownership Interest in any publicly traded corporation shall not be deemed, solely by reason thereof, a violation of this Section 7.6.1. For purposes of this Agreement, the term "participate in" includes any direct or indirect interest in any enterprise, whether as a stockholder, member, partner, joint venturer, franchisor, franchisee, owner, investor, agent, employee executive, consultant, or otherwise or rendering any direct or indirect service or assistance to any Person.

7.6.2 During the Restricted Period, none of Beneficial Owners shall, directly or indirectly, (a) solicit for hiring or hire any Person who was an employee or independent contractor of Seller at any time during the twelve (12) month period preceding the Closing Date or otherwise seek to encourage, influence or persuade any such Person to terminate or diminish his or her relationship with Seller, or (b) (i) encourage, influence or solicit business from any Person which is or was a patient, referral source, client or customer of Seller during the twelve (12) month period preceding the Closing Date (or any successor in interest to any such Person) for the purpose of securing business or contracts related to the Business or (ii) solicit, encourage, attempt to influence, initiate or participate in discussions or negotiations with, or provide any information to, any patient, referral source, client or customer of Seller during the twelve (12) month period preceding the Closing Date with respect to the termination or other alteration of his, her or its relationship with Seller.

7.6.3 During and at all times after the Restricted Period, each Beneficial Owner agrees that he will not use or register, and will not permit, contact, recruit, encourage or solicit others to use or register, directly or indirectly, in connection with the Business or in connection with any business that is competitive with or similar to the Business, anywhere in the world: (a) any mark incorporating his name or the name of the Business in whole or in part (including, any variation, abbreviation or foreign equivalent of his name) or the name Colonial Family Practice or (b) any mark confusingly similar to his name, the name Colonial Family Practice or any abbreviation thereof. Each Beneficial Owner further agrees not to challenge Buyer's, Holdings' or Management Service Company's right to own, license or assign the Seller Intellectual Property Rights.

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7.6.4 Each Beneficial Owner hereby acknowledges and agrees that the covenants and agreements set forth in this Section 7.6 were a material inducement to Buyer to enter into this Agreement and to perform its obligations hereunder, that such covenants and agreements are reasonable and not unduly burdensome, that Buyer would not have entered into this Agreement or agreed to engage in any of the Contemplated Transactions without Beneficial Owners agreeing to the covenants and agreements set forth in this Section 7.6, that he is possessed of goodwill of the Business, and that Buyer would incur a significant loss of the goodwill being purchased as part of the Contemplated Transactions if any Beneficial Owner were to Breach any of the provisions of this Section 7.6. Each Beneficial Owner recognizes and agrees that he can abide by these agreements and covenants and still find gainful employment in his chosen field of employment without violating these agreements and covenants. Therefore, in addition to its rights under Section 11.13 below and any other rights and remedies that they may have at law or in equity, Buyer shall be entitled, (a) to obtain injunctive relief restraining any actual or threatened Breach of this Section 7.6 and to have this Section 7.6 specifically enforced without need to post bond and to recover their reasonable attorneys' fees and costs incurred thereby, it being agreed that any actual or threatened Breach of this Section 7.6 would cause irreparable injury and that money damages would not provide an adequate remedy and (b) to require each Beneficial Owner, if he commits any actual or threatened Breach of this Section 7.6, to account for and pay over any profits, monies, accruals, increments, or other benefits derived or received by such Beneficial Owner as the result of any such actual or threatened Breach.

7.6.5 If the final judgment of a court of competent jurisdiction declares that any term or provision of this Section 7.6 is invalid or unenforceable, the parties hereto agree that the court making the determination of invalidity or unenforceability shall have the power to reduce the scope, duration, or area of the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be enforceable as so modified after the expiration of the time within which the judgment may be appealed. The provisions of this Section 7.6 shall be in addition to, and not in limitation of, any other similar provisions to which any Beneficial Owner is bound or may be bound in the future.

7.6.6 Notwithstanding anything to the contrary contained herein, Buyer shall have the unilateral power to amend or modify this Section 7.6, in whole or in part, to reduce the scope, duration, area or the term or any other provision of this Section 7.6, and this Agreement shall be enforceable as so modified after any such amendment.

7.6.7 Buyer shall be entitled to provide a copy of this Section 7.6 and any terms incorporated herein to any Person that Buyer reasonably believes may be employing or retaining the services of any Beneficial Owner.

7.6.8 For clarity, the foregoing restrictions shall not apply to the operation of Seller following the Closing pursuant to the terms of the Management Services Agreement or the provision of services by any Beneficial Owner pursuant to the terms of the Employment Agreements.

7.7 Further Assurances. From and after the Closing Date, upon the request of Seller Parties or of Buyer, each of the parties hereto shall do, execute, acknowledge, and deliver all such further acts, assurances, deeds, assignments, transfers, conveyances, and other instruments and papers as may be reasonably required or appropriate to carry out and/or evidence the Contemplated Transactions. No Seller Party shall take any action that is designed or intended to have the effect of discouraging any lessor,

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licensor, supplier, distributor, student, instructor or customer of any of the Operating Companies or other Person with whom any of the Operating Companies has a relationship from maintaining the same relationship with the Operating Companies after the Closing as it maintained prior to the Closing. Seller Parties will refer all customer inquiries relating to the Business to Buyer, or Seller, as appropriate, from and after the Closing.

7.8 Fees and Expenses.

7.8.1 Except as otherwise provided in this Agreement (including Section 3.3(f)), each party shall bear its own costs, expenses, and fees incurred in connection with the negotiation, execution, or performance of this Agreement or the Contemplated Transactions; provided, that if the Closing occurs (a) the Transaction Expenses shall be borne solely by Beneficial Owners in accordance with this Agreement and (b) Holdings and Management Service Company shall each be jointly and severally responsible to pay all Buyer Expenses.

7.8.2 Upon the terms and subject to the conditions set forth in this Agreement, Buyer shall, following the Closing and upon consummation of the Borrowing pursuant to the execution of the Freeport Documents, cause Holdings to distribute to (a) Buyer, a portion of the Borrowing Distribution equal to [redacted] (with such amount used by Buyer to satisfy the Buyer Note) and (b) Group, a portion of the Borrowing Distribution equal to [redacted] (in accordance with the instructions set forth in the Funds Flow).

7.9 Tax Matters.

7.9.1 Tax Sharing Agreements. All Tax sharing agreements or similar agreements and all powers of attorney with respect to or involving Seller, Holdings or Management Service Company will be terminated prior to the Closing and, after the Closing, Seller will not be bound thereby or have any Liability thereunder.

7.9.2 Certain Taxes and Fees. All transfer, documentary, sales, use, stamp, registration and other such Taxes, and any conveyance fees, recording charges or other fees incurred by any party in connection with the Contemplated Transactions ("Transfer Taxes") shall be paid by Seller when due. Seller shall, at its own expense, file all necessary Tax Returns and other documentation with respect to all such Transfer Taxes and the parties hereto will cooperate with each other in preparing and filing any such Tax Returns and other documentation.

7.9.3 Cooperation on Tax Matters. Buyer and Seller Parties shall cooperate fully, as and to the extent reasonably requested by the other party, in connection with any Tax matters relating to Seller, Holdings or Management Service Company including access to records, whether business or personal, for the preparation of any Tax Returns or for the defense of any Tax claim or assessment, whether in connection with an audit or otherwise. Except with respect to information that is generally available to the public, a party requesting information from another party shall (a) hold all such information in the strictest confidence, except as required by applicable Law or which must be disclosed in connection with any audit or Governmental Authority inquiry, (b) shall disseminate such information only to its officers, directors, employees and representatives who have been advised of the confidential nature of such information, and only on an as-needed basis, (c) shall return promptly, upon request of the other party, all copies of the information received by it, and (d) shall take all steps necessary to cause its officers, directors, employees and representatives to comply with the terms and conditions of this Section 7.9.3. Buyer and Seller Parties shall (i) retain all books and records with respect to Taxes pertaining to the Acquired Assets for a period of at least eight (8) years following the Closing Date; (ii)

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cooperate with each other in the conduct of any audit or other proceeding relating to Taxes involving the Acquired Assets or the Business; (iii) provide timely notice to the other parties in writing of any pending or threatened Tax audits or assessments relating to Taxes of the Business or the Acquired Assets for taxable periods for which the other may have a Liability; and (iv) furnish the other with copies of all correspondence received from any Governmental Authority in connection with any Tax audit or information request with respect to any such taxable period.

7.10 Bulk Sales Laws. Buyer and Seller Parties hereby waive compliance by Buyer, Holdings, Management Service Company and Seller with the bulk sales Law and any other similar Laws in any applicable jurisdiction in respect of the transactions contemplated by this Agreement and the Ancillary Agreements; provided, however, that Seller shall pay and discharge when due all claims of creditors asserted against Buyer, Holdings or Management Service Company or the Acquired Assets by reason of such noncompliance and shall take promptly all necessary actions required to remove any Encumbrance which may be placed upon any of the Acquired Assets by reason of such noncompliance.

7.11 Directors' and Officers' Liability Insurance. Prior to the Closing, Seller shall purchase a "tail" directors' and officers' liability insurance policy and a "tail" employment practices liability policy, in such amounts and on such terms acceptable to Buyer.

7.12 Post-Closing Doctor Owner Indemnity.

7.12.1 Scope. Buyer hereby agrees to indemnify, defend and hold harmless Doctor Owner to the fullest extent not prohibited by law from and against any and all Losses imposed on, incurred or suffered by or asserted against Doctor Owner by a third party (a "Doctor Owner Claim") following the date hereof as a result of or to the extent or directly or indirectly arising out of his ownership of equity interests of Seller, provided, however, in no event shall Buyer be liable for any Losses imposed on, incurred or suffered by or asserted against Doctor Owner if the Losses resulted from or directly or indirectly arose out of: (i) the period on or prior to the date hereof, (ii) Doctor Owner's obligations arising under this Agreement, (iii) Doctor Owner's breach of the employment agreement with the Management Services Company, his Employment Agreement, the Liaison Agreement or the Membership Interest Control Agreement, (iii) Doctor Owner's rendering of medical or other healthcare services or his supervision of medical or other healthcare services provided to his patients, (iv) Doctor Owner's breach of his fiduciary duties under applicable Law, (v) a court of competent jurisdiction finding Doctor Owner personally liable for Losses through a "piercing" of the corporate veil (or similar legal concept) resulting from Doctor Owner's fraud, gross negligence, willful misconduct or failure to comply with any reasonable written request of Buyer delivered to Doctor Owner in accordance with the notice provisions applicable to "Seller Party" in Section 11.1, (vii) fraud, gross negligence or willful misconduct of Doctor Owner, or (viii) any criminal proceeding against Doctor Owner unless Doctor Owner had no reasonable cause to believe his conduct was unlawful.

7.12.2 Procedures. Doctor Owner will give Buyer notice in writing within fifteen (15) days after Doctor Owner becomes aware of the assertion of a Doctor Owner Claim by any Person that could give rise to a right of indemnification pursuant to Section 6.12.1. The failure to so notify Buyer shall not relieve Buyer of any obligation that it may have to Doctor Owner pursuant to Section 7.12.1 or otherwise except to the extent that such omission to notify resulted in actual material prejudice to it. Buyer may elect to undertake the defense of any Doctor Owner Claim so long as (a) Buyer gives written notice that it will, and thereby covenants to, indemnify, defend and hold harmless Doctor Owner from and against the entirety of any and all Losses Doctor Owner may suffer resulting from, arising out of, relating to, or caused by such Doctor Owner Claim (provided that if such Losses are later determined by a court of competent

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jurisdiction to have resulted from any of the matters set forth in sub-clauses (i) through (viii) of Section 7.12.1 Buyer shall not be liable for any such Losses notwithstanding its election to undertake defense of such Doctor Owner Claim), and (b) such Doctor Owner Claim does not relate to or otherwise arise in connection with any criminal or regulatory enforcement action. If Buyer elects to defend Doctor Owner against any Doctor Owner Claim, Buyer shall continuously conduct the defense of such Doctor Owner Claim actively, diligently and in good faith. If Buyer elects to defend Doctor Owner against any Doctor Owner Claim, Doctor Owner may retain one separate co-counsel reasonably acceptable to Buyer at Doctor Owner's sole cost and expense and participate in the defense of such Doctor Owner Claim; provided that Buyer will pay the fees and expenses of separate counsel retained by Doctor Owner that are incurred prior to Buyer's assumption of control of the defense of such Doctor Owner Claim; provided, further, that Buyer or will pay the fees and expenses of separate counsel retained by Doctor Owner if Doctor Owner has been advised by counsel in writing that an actual or potential conflict exists between Doctor Owner and Buyer in connection with the defense of such Doctor Owner Claim. Doctor Owner shall provide any assistance and/or information reasonably requested by Buyer in connection with the defense of such Doctor Owner Claim (including, but not limited to, furnishing to Buyer in reasonable detail any and all books, records and other materials as Doctor Owner may have with respect to such Doctor Owner Claim). Buyer will not consent to the entry of any judgment or enter into any compromise or settlement with respect to any Doctor Owner Claim subject to Section 7.12.1 without the prior written consent of Doctor Owner (which consent shall not be unreasonably withheld, conditioned or delayed) unless such judgment, compromise or settlement (i) provides for the payment by Buyer of money as sole relief for the claimant, (ii) results in the full and general release of Doctor Owner from all Losses arising out of or relating to, or in connection with, such Doctor Owner Claim and (iii) involves no finding or admission of any violation of law or the rights of any person and no effect on any other claims that may be made against Doctor Owner. If Buyer does not (or is not permitted to) assume control of the defense of any Doctor Owner Claim, Doctor Owner may defend, and may, with the prior written consent of Buyer (which consent shall not be unreasonably withheld, conditioned or delayed), consent to the entry of any judgment or enter into any compromise or settlement with respect to, such Doctor Owner Claim. Buyer shall not be liable to indemnify Doctor Owner under Section 7.12.1 for any amounts paid in settlement of any proceeding or claim effected without Buyer's written consent, which shall not be unreasonably withheld, conditioned or delayed.

7.12.3 Recovery Under Insurance Policies. To the extent that Seller maintains an insurance policy or policies providing liability insurance for managers, directors, officers, employees, or agents or fiduciaries of Seller, and any Doctor Owner Claim that Doctor Owner has that would otherwise be subject to indemnification by Buyer pursuant to Section 7.12.1 is covered by such policies, Doctor Owner shall first reasonably pursue recovery under such policies (which such policies shall be the primary sources of recovery) prior to seeking indemnification from Buyer and Buyer shall not be liable under this Section 7.12 to make any payment of amounts otherwise indemnifiable hereunder to the extent the proceeds, if any, actually received by Doctor Owner under any such policy are sufficient to satisfy the applicable Doctor Owner Claim.

7.12.4 Payments. Any payment owing from Buyer to Doctor Owner pursuant to this Section 7.12 will be made directly by Buyer. Buyer shall be entitled to all rights of Doctor Owner against Seller or any other third party in respect of any Losses paid by Buyer pursuant to this Section 7.12. If Buyer shall pay all or any part of any Losses, Doctor Owner shall, at Buyer's reasonable request, execute and deliver to Buyer documents reasonably required to evidence the transfer by subrogation to Buyer of any interest resulting from such payment by Buyer.

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7.12.5 Temporary Doctor Owners. From the date hereof until the consummation of the Final Approval Transfer, this Section 7.12 shall apply with respect to each Temporary Doctor Owner *mutatis mutandis.*

8. EMPLOYEES AND EMPLOYEE BENEFITS

8.1 Employees. Schedule 8.1 lists all of Seller's employees who are not Healthcare Providers (collectively, "Non-Practitioner Employees"), as of the date hereof, including for each such employee, his or her (i) name, (ii) job title, (iii) department, (iv) base salary or wage rate, (v) date of hire, (vi) status as a full-time or part-time employee, (vii) location, (viii) 2014 bonus or commission, and (ix) exempt or non-exempt status. Schedule 8.1 also lists the name of each Non-Practitioner Employee who was on a leave of absence as of the date hereof.

8.1.1 Offer of Employment. Buyer shall offer employment with Management Service Company to those of the Non-Practitioner Employees listed on Schedule 8.1 selected by Buyer. Such offers shall be conditioned upon the Closing occurring. Buyer shall have the right to discuss such offers with Non-Practitioner Employees prior to the Closing.

8.1.2 Continuing Employees. All Non-Practitioner Employees who accept such offer and who actually commence employment with Buyer are referred to as "Continuing Employees." All Non-Practitioner Employees who are not provided with such offer or who reject Buyer's employment offer are referred to as "Rejecting Employees."

8.1.3 Employment Agreements. At the Closing, Seller shall enter into an employment agreement with each Beneficial Owner in substantially the form attached hereto as Exhibit M (collectively, the "Employment Agreements").

8.1.4 Purchaser Obligations. Nothing in this Agreement shall obligate Buyer to continue the employment of any Continuing Employee after the Closing for any period; provided, however, that Buyer shall be responsible for the payments and benefits to be provided to Continuing Employees in accordance with Section 8.2, and continuation coverage for Continuing Employees in accordance with Section 8.2, as well as any other potential liability relating to any discontinuation of the employment of any Continuing Employee on or after the Closing. Buyer shall not have any obligation whatsoever to provide severance benefits, continuation coverage or any other benefit to any Rejecting Employee or any Non-Practitioner Employee. Buyer shall provide Seller with a written list of all Non-Practitioner Employees who reject Buyer's employment offer within five (5) business days after the Closing.

8.2 Employee Benefits.

8.2.1 Benefit Plans.

(a) Management Service Company, Buyer or their ERISA Affiliates will establish employee benefit plans and programs that are substantially comparable in the aggregate to the employee benefit plans and programs in place for Continuing Employees under Company Plans, immediately prior to Closing (collectively, "Buyer Plans"). Following the Closing, Seller and its ERISA Affiliates shall continue to satisfy when due all outstanding obligations to Continuing Employees and/or Rejecting Employees under Company Plans (including the payment of all amounts triggered by the termination of the employment of Continuing Employees and/or Rejecting Employees).

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(b) For purposes of eligibility, vesting and calculation of vacation benefits under Buyer Plans, Buyer shall credit each Continuing Employee with his or her years of service with Seller or its ERISA Affiliates, and any predecessor entities, to the same extent as such Continuing Employee was entitled immediately prior to the Closing to credit for such service under any similar Company Plan. The Buyer Plans shall not deny Continuing Employees coverage on the basis of pre-existing conditions and shall credit Continuing Employees for any deductibles and out-of-pocket expenses paid in the calendar year of initial participation in Buyer Plans.

8.2.2 COBRA. Seller and its ERISA Affiliates shall continue to provide continuation coverage required under the applicable requirements of Section 4980B(f) of the Code and Sections 601 to 608 of ERISA ("COBRA Coverage") to (a) all current and former employees of Seller and its ERISA Affiliates (and the qualified beneficiaries and other covered individuals of such persons) who are entitled to such coverage with respect to "qualifying events" (within the meaning of Section 4980B(f) of the Code) which occur on or prior to the Closing Date and (b) all Rejecting Employees. Buyer shall be responsible for providing COBRA Coverage to any Continuing Employee (and his or her qualified beneficiaries and other covered individuals) who has a "qualifying event" while participating in a Buyer Plan that provides group medical plan benefits.

8.2.3 WARN Act. The parties do not anticipate that there will be any "employment losses" as a consequence of the transactions contemplated by this Agreement that trigger obligations under the WARN Act or under any similar provision of any federal, state, regional, foreign, or local Law, rule, or regulation (collectively, "WARN Act Obligations"). Notwithstanding the foregoing, Seller and its ERISA Affiliates and their respective Affiliates shall be solely liable for any WARN Act Obligations resulting from an "employment loss" (as defined in the WARN Act) occurring on or prior to the Closing Date. Buyer shall be solely liable for any WARN Act Obligations resulting from any such "employment loss" occurring on or after the Closing Date with respect to Continuing Employees.

8.2.4 Cooperation. Upon request, prior to and following the Closing, Seller and its ERISA Affiliates shall provide Buyer, and Buyer shall provide Seller or its ERISA Affiliates such documents, data and information as may reasonably be necessary to implement the provisions of this Section 8.2 and to administer their respective benefit plans.

9. ADDITIONAL CLOSING DELIVERIES.

9.1 Seller Parties' Closing Deliveries. At the Closing, Seller Parties shall deliver to Buyer each of the following:

9.1.1 Consents. All authorizations, consents and approvals disclosed or required to be disclosed on Schedule 5.3 or Schedule 5.4, or as otherwise reasonably requested by Buyer, in a manner reasonably satisfactory in form and substance to Buyer.

9.1.2 Instruments of Conveyance and Transfer. Such general warranty deeds, bills of sale, endorsements, stock powers, consents, assignments and other good and sufficient instruments of conveyance and assignment as are necessary to vest in Buyer all right, title and interest in and to Holdings Preferred Units in form and substance reasonably satisfactory to Buyer.

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9.1.3 Certificate of Seller. A certificate dated as of the Closing Date and signed by the Secretary of Seller certifying that: (a) Seller's Organizational Documents attached to such certificate are true, correct and complete, (b) Seller's Organizational Documents have been in full force and effect in the form attached to such certificate from and after the date of the adoption of the resolutions referred to in clause (c) below and no amendment to Seller's Organizational Documents has occurred from and after the date of the last amendment annexed thereto, (c) the resolutions of the shareholders and board of directors authorizing (i) this Agreement, (ii) the documents, certificates, instruments and agreements contemplated hereby or required to be delivered pursuant to this Agreement, including the Ancillary Agreements, to which Seller is a party, and (iii) the transactions contemplated by this Agreement and the Ancillary Agreements to which Seller is a party, were duly adopted at a duly convened meeting thereof (at which a quorum was present and acting throughout) or by written consent, remain in full force and effect, and have not been amended, rescinded or modified, and (d) the officers executing on behalf of Seller this Agreement and each of the Ancillary Agreements to which Seller is a party are incumbent officers and duly authorized to execute such agreements and documents on behalf of Seller.

9.1.4 Good Standing Certificate. A certificate of good standing for each Seller Controlled Party from its jurisdiction of formation as of a date not more than fifteen (15) days prior to the Closing Date.

9.1.5 Ancillary Agreements. Each of the Ancillary Agreements, duly executed by the applicable Seller Controlled Parties.

9.1.6 Section 1445 Affidavits. Affidavits signed by officers of Seller and Group reasonably acceptable to Buyer, in form and substance reasonably satisfactory to Buyer, to the effect that each of Seller and Group is not a "foreign person," "foreign corporation," "foreign partnership," "foreign trust" or "foreign estate" under Section 1445 of the Code and Treasury Regulations Sections 1.897-2(h) and 1.1445-2(c)(3) (and corresponding provisions under state law) and containing all such other information as is required to comply with the requirements of such Section, so that each of Buyer and Holdings is exempt from withholding any amounts from the Aggregate Cash Purchase Price or the Buyer Note payable hereunder.

9.1.7 Employment Agreements. Fully executed Employment Agreements.

9.1.8 Holdings LLC Agreement. The executed Holdings LLC Agreement or an executed joinder or other document agreeing to be bound by the terms of Holdings LLC Agreement.

9.1.9 Collateral Access Agreements and Landlord Consents. Each of the items required to be delivered pursuant to Section 7.1.

9.1.10 Payoff Letters. (a) Evidence of payoff with respect to the Closing Debt, (b) authority to file terminations of any financing statements filed in connection with any Closing Debt and (c) unconditional releases of any other Encumbrances granted in connection with any Closing Debt, in each case, in form and substance reasonably satisfactory to Buyer.

9.1.11 Legal Opinion. A legal opinion in the form attached hereto as Exhibit O.

9.1.12 Closing Documents. All other documents, instruments, and writings required to be delivered by Seller Parties to Buyer at or prior to the Closing pursuant to this Agreement,

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together with such other customary certificates, instruments, filings or other documents, in form and substance reasonably acceptable to Buyer, as Buyer may reasonably request to effect the transactions contemplated by this Agreement.

9.1.13 Repurchase Rights Agreement. The Repurchase Rights Agreement, duly executed by each Beneficial Owner, Group and Holdings.

9.1.14 Buyer Expenses Distribution. Upon the terms and subject to the conditions set forth in this Agreement, Holdings shall pay the Buyer Expenses by wire transfer of immediately available federal funds to such account and in accordance with the instructions set forth in the Funds Flow.

9.2 Buyer's Closing Deliveries. At the Closing, Buyer shall deliver to Seller Parties each of the following:

9.2.1 Certificate of Buyer. A certificate dated as of the Closing Date and signed by the Manager of Buyer certifying that (a) the resolutions of the Members and the Manager of Buyer authorizing (i) this Agreement, (ii) the documents, certificates, instruments and agreements contemplated hereby or required to be delivered pursuant to this Agreement, including the Ancillary Agreements, to which Buyer is a party, and (iii) the transactions contemplated by this Agreement and the Ancillary Agreements to which Buyer is a party, were duly adopted at a duly convened meeting thereof (at which a quorum was present and acting throughout) or by written consent, remain in full force and effect, and have not been amended, rescinded or modified; and (b) that the officers or other agents executing on behalf of Buyer this Agreement and each of the Ancillary Agreements to which Buyer is a party are incumbent officers and duly authorized to execute such agreements and documents on behalf of Buyer.

9.2.2 Ancillary Agreements. Each of the Ancillary Agreements, duly executed by Buyer.

9.2.3 Closing Documents. All other documents, instruments, and writings required to be delivered by Buyer to Seller Parties at or prior to the Closing pursuant to this Agreement, together with such other customary certificates, instruments, filings or other documents, in form and substance reasonably acceptable to Seller Parties, as Seller Parties may reasonably request to effect the transactions contemplated by this Agreement.

10. INDEMNIFICATION.

10.1 Indemnification by Beneficial Owners.

10.1.1 Indemnification. Subject to the provisions of this Article 10, from and after the Closing, Beneficial Owners (jointly and severally) shall indemnify and hold harmless Buyer, Holdings, Management Service Company and Seller, and each of their respective Affiliates, directors, officers, stockholders, partners, members, managers, employees, agents, consultants, advisors, and Representatives of each of the foregoing Persons (the "Buyer Indemnified Persons") from, against, and in respect of any and all Actions, Liabilities, Government Orders, Encumbrances, losses (including diminution in value), damages (including incidental and consequential damages), bonds, assessments, fines, penalties, Taxes, fees, costs (including costs of investigation, defense, and enforcement of this Agreement), expenses (including attorneys' and experts fees and expenses), or amounts paid in settlement ("Losses") which any Buyer

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Indemnified Person may suffer, accrue, incur, sustain, or become subject to as a result of, arising out of, or directly or indirectly relating to:

(a) any Breach of any representation or warranty made by any Seller Party in this Agreement or in any certificate delivered pursuant to this Agreement;

(b) any Breach of any covenant or agreement of any Seller Party, or with respect to any period prior to Closing, Holdings or Management Service Company, in this Agreement or in any certificate delivered pursuant to this Agreement;

(c) any Liability for any Closing Debt, Transaction Expenses or Change of Control Payments, to the extent not paid in accordance with Sections 3.3 and 3.4;

(d) any Excluded Liability regardless of whether or not disclosed on the Seller Disclosure Schedules;

(e) (i) any Liability of any Person for Taxes arising out of the ownership of the Acquired Assets or conduct of the Business prior to the close of business on the Closing Date (the "Pre-Closing Tax Period") or incurred in connection with any of the transactions contemplated by this Agreement, (ii) any and all Taxes of any Person imposed on Seller or any Beneficial Owner pursuant to Treasury Regulation § 1.1502-6 or any analogous or similar state, local, or foreign law or regulation or as a result of any Tax sharing or Tax allocation agreement, arrangement, or understanding, or (iii) any and all Taxes of any Person imposed on Seller or any Beneficial Owner as a transferee or successor, by contract, or otherwise;

(f) any Liability arising out of the ownership of the Acquired Assets or the conduct of the Business prior to the close of business on the Closing Date;

(g) (i) matters disclosed in the self-disclosure to the Centers for Medicare & Medicaid Services to be made by Seller, pursuant to the CMS Voluntary Self-Referral Disclosure Protocol, (the "Self-Disclosure"); (ii) Seller's failure to submit the Self-Disclosure within sixty (60) calendar days after the date on which the potential overpayment was identified by Seller; (iii) matters directly related to the patient notification requirements set forth in the Self-Disclosure; (iv) claims arising under the Physician Self-Referral Law (42 U.S.C. 1395nn) and relating to Seller's compliance, prior to the Closing Date, with the patient notification requirements for magnetic resonance imaging and computed tomography referrals. For the avoidance of doubt, "Losses" for purposes of this Section 10.1.1(g) shall include any obligation of Seller to repay any overpayment pursuant to 42 U.S.C. §1320a-7k(d)) arising out of (i) through (iv) of this Section 10.1.1(g);

(h) Any Losses arising out of the alleged negligence claim against one of the Temporary Doctor Owners and Seller by Cynthia and Dwayne Baldwin filed in Sumter, South Carolina; or

(i) any Fraud of any Seller Party, or any director, manager, officer, employee, equityholder, agent or Representative of any of the foregoing (which, in each case, shall be indemnifiable by Beneficial Owners pursuant to this Section 10.1.1).

10.1.2 Certain Limitations.

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(a) Beneficial Owners shall not have any obligation to indemnify and hold harmless the Buyer Indemnified Persons pursuant to Section 10.1.1(a): (i) unless and until the aggregate amount of all Losses for which Beneficial Owners would be liable pursuant to Section 10.1.1(a) exceeds on a cumulative basis an aggregate amount equal to [redacted] (at which point Beneficial Owners shall indemnify the Buyer Indemnified Persons for all Losses from dollar one); and (ii) for Losses for which Beneficial Owners would be liable pursuant to Section 10.1.1(a) to the extent such Losses are in excess of [redacted]; provided that the limitations set forth in this Section 10.1.2(a) shall not apply with respect to (A) any Breach of any Fundamental Representation, (B) any Breach of Seller Parties' representations and warranties set forth in Sections 5.16 and 5.18, (C) any Breach of Seller Parties' representations and warranties set forth in Section 5.15 and (D) in the case of Fraud.

(b) The cumulative indemnification obligations of Beneficial Owners pursuant to (i) Section 10.1.1(a) with respect to (A) any Breach of Seller Parties' representations and warranties in Section 5.15 and (B) any Breach of any Fundamental Representation or any Breach of Seller Parties' representations and warranties Sections 5.16 and 5.18 and (ii) Sections 10.1.1(b)-10.1.1(f), shall, in each case, in no event exceed the Total Enterprise Value.

10.1.3 Other Provisions.

(a) For purposes of determining the amount of Losses arising in connection with a Breach of any representation or warranty of Seller Parties in this Agreement or in any certificate delivered pursuant to this Agreement, all qualifications in all such representations or warranties as to or by material, materiality, Material Adverse Effect, and all similar words or phrases shall be disregarded; provided that, all such qualifications shall be given full effect for purposes of determining whether or not there has been a Breach of any such representations or warranties giving rise to rights to indemnification under this Article 10;

(b) Any Indemnity Claim pursuant to Section 10.1 may be made by any Buyer Indemnified Person by giving written notice thereof to Beneficial Owners; and

(c) After the Closing, all rights and remedies of the Buyer Indemnified Persons pursuant to this Agreement (including any claim of the Buyer Indemnified Persons for indemnification under this Article 10 relating to any Loss (or any portion of such Loss)) shall be exercised exclusively by the Management Service Company (or other Buyer Indemnified Person at the direction of the Management Service Company) and any amounts payable to any Buyer Indemnified Person in connection with the exercise of such rights and remedies shall be paid to the Management Service Company; provided that the foregoing shall not limit the right of the other Buyer Indemnified Persons to exercise such right or remedy to the extent the underlying claim impacted such Buyer Indemnified Persons, but Management Service Company, Beneficial Owners (solely in their capacities as direct and indirect holders of equity interest in Holdings after the Closing), Holdings and Seller were not impacted by such claim.

10.2 Indemnification by Buyer.

10.2.1 Indemnification. Subject to the provisions of this Article 10, from and after the Closing, Buyer shall indemnify and hold harmless Seller Parties from, against, and in respect of any and all Losses which Seller Parties may suffer, sustain, or become subject to as a result of, arising out of, or directly or indirectly relating to:

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(a) any Breach of any representation or warranty made by Buyer in this Agreement or in any certificate delivered pursuant to this Agreement;

(b) any Breach of any covenant or agreement of Buyer in this Agreement or in any certificate delivered pursuant to this Agreement;

(c) any Assumed Liability; or

(d) any Fraud of Buyer, or any director, manager, officer, employee, equity holder, agent or Representative of any of the foregoing (which, in each case, shall be indemnifiable by Buyer pursuant to this Section 10.2.1).

10.2.2 Certain Limitations.

(a) Buyer shall not have any obligation to indemnify and hold harmless Seller Parties pursuant to Section 10.2.1(a): (i) unless and until the aggregate amount of all Losses for which Buyer would be liable pursuant to Section 10.2.1(a) exceeds on a cumulative basis an aggregate amount equal to [redacted] (at which point Buyer shall indemnify Seller Parties for all such Losses from dollar one); and (ii) for Losses for which Buyer would be liable pursuant to Section 10.2.1(a) to the extent such Losses are in excess of [redacted]; provided that the limitations set forth in this 10.2.2(a) shall not apply with respect to any obligation of Buyer to indemnify and hold harmless Seller Parties pursuant to Section 10.2.1(a) with respect to any Breach of any of the representations and warranties set forth in Sections 6.1 (Organization), 6.2 (Power and Authorization) and 6.5 (No Brokers).

(b) The cumulative indemnification obligations of Buyer pursuant to (i) Section 10.2.1(a) with respect to any Breach of any of the representations and warranties set forth in Sections 6.1 (Organization), 6.2 (Power and Authorization) and 6.5 (No Brokers) shall in no event exceed Total Enterprise Value and (ii) Sections 10.2.1(b)-10.2.1(d) shall in no event exceed the Total Enterprise Value.

10.2.3 Other Provisions. For purposes of determining the amount of Losses arising in connection with a Breach of any representation or warranty of Buyer in this Agreement or in any certificate delivered pursuant to this Agreement, all qualifications in all such representations or warranties as to or by material, materiality, Material Adverse Effect, and all similar words or phrases shall be disregarded; provided that, all such qualifications shall be given full effect for purposes of determining whether or not there has been a Breach of any such representations or warranties giving rise to rights to indemnification under this Article 10;

10.3 Survival. No claim may be made or suit instituted seeking indemnification pursuant to Sections 10.1.1(a) or 10.2.1(a) for any Breach of any representation or warranty unless a written notice describing such Breach in reasonable detail in light of the circumstances then known to the Indemnified Person, is provided to the Indemnifying Party: (a) at any time, in the case of any Breach of any of the Fundamental Representations or of any of the representations set forth in Sections 6.1 (Organization), 6.2 (Power and Authorization) and 6.5 (No Brokers); or in the case of any claim or suit based upon fraud, willful misconduct or intentional misrepresentation ("Fraud"); (b) at any time prior to sixty (60) days following the expiration of the applicable statute of limitations period in the case of any Breach of the representations and warranties in Sections 5.16 (Tax Matters) and 5.18 (Environmental Matters), (c) at any time prior to: (i) the fifth (5th) anniversary of the Closing Date (with respect to a Breach for which the underlying representation and warranty does not have a statute of limitations period under applicable

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Law) or (ii) the expiration of the applicable statute of limitations period, in the case of any Breach of the representations and warranties set forth in Section 5.15 (Compliance with Healthcare Laws), and (d) at any time prior to the eighteen (18) month anniversary of the Closing Date, in the case of any Breach of any other representation and warranty in this Agreement. For clarity, all of the other covenants and agreements of the parties set forth in this Agreement, including the obligations of Beneficial Owners to indemnify and hold harmless the Buyer Indemnified Persons pursuant to Sections 10.1.1(b)-10.1.1(e) shall survive the Closing in accordance with their respective terms or if no such term is specified, indefinitely.

10.4 Third Party Claims.

10.4.1 Notice of Third Party Claims. Promptly after receipt by an Indemnified Person of written notice of the assertion of a claim by any Person who is not a party to this Agreement (a "Third Party Claim") that may give rise to an Indemnity Claim against an Indemnifying Party under this Article 10, the Indemnified Person shall give written notice thereof to the Indemnifying Party; provided that, no delay on the part of the Indemnified Person in notifying the Indemnifying Party will relieve the Indemnifying Party from any obligation under this Article 10, except to the extent such delay actually and materially prejudices the Indemnifying Party.

10.4.2 Assumption of Defense, *etc.* The Indemnifying Party will be entitled to participate in the defense of any Third Party Claim that is the subject of a notice given by or on behalf of any Indemnified Person pursuant to Section 10.4.1. In addition, the Indemnifying Party will have the right to defend the Indemnified Person against the Third Party Claim with counsel of its choice reasonably satisfactory to the Indemnified Person so long as (a) the Indemnifying Party gives written notice that they or it will defend the Third Party Claim to the Indemnified Person within thirty (30) days after the Indemnified Person has given notice of the Third Party Claim under Section 10.4.1 stating that the Indemnifying Party will, and thereby covenants to, indemnify, defend and hold harmless the Indemnified Person from and against the entirety of any and all Losses the Indemnified Person may suffer resulting from, arising out of, relating to, in the nature of, or caused by the Third Party Claim (b) the Third Party Claim involves only money damages and does not seek an injunction or other equitable relief against the Indemnified Person, (c) the Indemnified Person has not been advised by counsel that an actual or potential conflict exists between the Indemnified Person and the Indemnifying Party in connection with the defense of the Third Party Claim and (d) the Third Party Claim does not relate to or otherwise arise in connection with any criminal or regulatory enforcement Action. If the Indemnifying Party elects to defend the Indemnified Person against the Third Party Claim, the Indemnified Person may retain separate co-counsel at its sole cost and expense and participate in the defense of the Third Party Claim; provided that the Indemnifying Party will pay the fees and expenses of separate counsel retained by the Indemnified Person that are incurred prior to the Indemnifying Party's assumption of control of the defense of the Third Party Claim.

10.4.3 Limitations on Indemnifying Party Control. The Indemnifying Party will not consent to the entry of any judgment or enter into any compromise or settlement with respect to the Third Party Claim without the prior written consent of the Indemnified Person unless such judgment, compromise or settlement (a) provides for the payment by the Indemnifying Party of money as sole relief for the claimant, (b) results in the full and general release of all Indemnified Persons from all Liabilities arising out of or relating to, or in connection with, the Third Party Claim and (c) involves no finding or admission of any violation of Legal Requirements or the rights of any Person and no effect on any other claims that may be made against the Indemnified Person.

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10.4.4 Indemnified Person's Control. If the Indemnifying Party does not deliver the notice contemplated by clause (a) of Section 10.4.2 within thirty (30) days after the Indemnified Person has given notice of the Third Party Claim pursuant to Section 10.4.1 (or is not permitted to assume control), the Indemnified Person may defend, and may consent to the entry of any judgment or enter into any compromise or settlement with respect to, the Third Party Claim in any manner it may deem appropriate (and the Indemnified Person need not consult with, or obtain any consent from, the Indemnifying Party in connection therewith). If such notice and evidence is given on a timely basis and the Indemnifying Party conducts the defense of the Third Party Claim but any of the other conditions in Section 10.4.2 is or becomes unsatisfied, the Indemnified Person may defend, and may consent to the entry of any judgment or enter into any compromise or settlement with respect to, the Third Party Claim; provided that the Indemnifying Party will not be bound by the entry of any such judgment consented to, or any such compromise or settlement effected, without its prior written consent (which consent will not be unreasonably withheld, conditioned or delayed). In the event that the Indemnified Person conducts the defense of the Third Party Claim pursuant to this Section 10.4.4, the Indemnifying Party will (a) advance the Indemnified Person promptly and periodically for the costs of defending against the Third Party Claim (including reasonable attorneys' fees and expenses) and (b) remain responsible for any and all other Losses that the Indemnified Person may incur or suffer resulting from, arising out of, relating to, in the nature of or caused by the Third Party Claim to the fullest extent provided in this Article 10.

10.4.5 Consent to Jurisdiction Regarding Third Party Claim. Each Beneficial Owner and Buyer hereby consent to the non-exclusive jurisdiction of any court in which any Third Party Claim may be brought against any Indemnified Person for purposes of any claim which such Indemnified Person may have against any such Indemnifying Party pursuant to this Agreement in connection with such Third Party Claim, and in furtherance thereof, the provisions of Section 11.12 are incorporated herein by reference.

10.5 Direct Claims. In the event that any Indemnified Person believes that such Indemnified Person has sustained or incurred any Losses for which such Indemnified Person may be entitled to indemnification, whether or not the applicable dollar limitation specified by this Article 10 has been exceeded, such Indemnified Person will so notify each Indemnifying Party promptly in writing (each, a "Claim Notice") specifying the basis hereunder upon which the Indemnified Person's claim for indemnification (the "Direct Claim") is asserted and describing such Losses, the amount thereof, if known, or a good faith estimate of the amount (which amount or estimated amount shall not be conclusive of the final amount, if any, of the Indemnified Person's Losses) and any other material facts and circumstances thereof, in each case, in reasonable detail in light of the facts then known to the Indemnified Person. After the giving of any Claim Notice pursuant hereto, the amount of indemnification to which a Person will be entitled under this Article 10 will be determined (a) by the written agreement between Buyer and Beneficial Owners; (b) by a Final Determination; or (c) by any other means to which Buyer and Seller will agree. No defect in the information contained in such Claim Notice or any other failure by an Indemnified Person to give timely, complete, or accurate notice as provided in this Section 10.5 will relieve such Indemnifying Party from any obligation under this Article 10 or otherwise not affect the rights or obligations of any party hereunder, except to the extent such defect in the such information or such failure to give timely, complete, and accurate notice actually damages or prejudices such Indemnifying Party.

10.6 Escrow Funds. Notwithstanding anything to the contrary in this Agreement, any payment that Beneficial Owners are obligated to make to any Buyer Indemnified Persons pursuant to this Article 10 shall be paid first from the funds then remaining in the Escrow Account, by release of funds to such Buyer Indemnified Person from the Escrow Account by the Escrow Agent pursuant to the terms and

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conditions of the Escrow Agreement, and the release of such funds shall accordingly reduce the amount then remaining in the Escrow Account. In the event that the amount then remaining in the Escrow Account is insufficient to pay the entire amount payable to the Buyer Indemnified Persons, Beneficial Owners shall pay the remaining amount payable to the Buyer Indemnified Persons. In accordance with, and subject to, the provisions of the Escrow Agreement, promptly (and in any event within five (5) Business Days) after the date which is eighteen (18) months after the Closing Date, Buyer and Seller Parties shall cause the Escrow Agent to release and pay to Beneficial Owners an amount equal to (a) the total amount of funds then held in the Escrow Account (including any interest accrued on such funds) minus (b) any amount which is then the subject of any outstanding good faith claims or disputes to which the Escrow Account applies.

10.7 Manner of Payment. Any payment to be made by Beneficial Owners or Buyer, as the case may be, pursuant to this Article 10 will be effected by wire transfer of immediately available funds from Beneficial Owners or Buyer, as the case may be, to an account designated by Beneficial Owners or Buyer, as the case may be, within five (5) Business Days after the determination thereof. Any payment amounts owing from Beneficial Owners pursuant to this Article 10 will first be made to the extent possible from the Escrow Account and thereafter will be made directly by Beneficial Owners in accordance with the terms herein; provided that, if Beneficial Owners fails to make such a cash indemnification payment within thirty (30) days from the date on which such indemnification payment was first required pursuant to this Article 10 Buyer shall be entitled to (a) cancel and retire Membership Units held by Group (including, for the avoidance of doubt, any Permitted Transferees of Group) in an aggregate amount equal to the amount of such outstanding indemnification payment with such Membership Units valued at the lesser of (i) the value of such Membership Units immediately following the Closing, assuming that the value of Holdings equals the Total Enterprise Value, or (ii) the Fair Market Value (as defined in, and determined in accordance with, Holdings LLC Agreement) a third party would pay for such Membership Units at the time of such cancelation and retirement as determined in good faith by Holdings' Board of Managers, and/or (b) set off against any amounts otherwise due and payable by any of Buyer Indemnified Persons or any of their Affiliates to Seller Parties, Group or any of their Affiliates (including any distributions to Group pursuant to Holdings LLC Agreement). In the event the aggregate indemnification obligations of Seller Parties under this Agreement are an amount in excess of $39,455,600, then Buyer's sole recourse with respect to such claims shall be to the cancellation and retirement of Membership Units held by Group (including for the avoidance of doubt, any Permitted Transferees of Group) in accordance with this Sections 10.7.

10.8 No Waiver. Each Indemnified Person's rights and remedies set forth in this Agreement will survive the Closing and will not be deemed waived by such Indemnified Person's consummation of the Contemplated Transactions and will be effective regardless of any inspection or investigation conducted, or the awareness of any matters acquired (or capable or reasonably capable of being acquired), by or on behalf of such Indemnified Person or by its directors, managers, officers, employees, or representatives or at any time (regardless of whether notice of such knowledge has been given to Indemnifying Party), whether before or after the Closing Date with respect to any circumstances constituting a condition under this Agreement, unless any written waiver specifically so states.

10.9 Other Remedies. The indemnification rights of each Buyer Indemnified Person and each Seller Party under this Article 10 are independent of and in addition to such rights and remedies as each Buyer Indemnified Person and each Seller Party may have at Law or in equity or otherwise for any misrepresentation, breach of warranty or failure to fulfill any agreement or covenant hereunder on the part of any party hereto, including the right to specific performance, rescission or restitution, none of which rights or remedies shall be affected or diminished hereby.

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10.10 Tax Treatment. All indemnification and other payments under this Article 10 shall, to the extent permitted by applicable Legal Requirements, be treated for all income Tax purposes as adjustments to the aggregate consideration paid hereunder. None of the parties shall take any position on any Tax return, or before any Governmental Authority, that is inconsistent with such treatment unless otherwise required by any applicable Legal Requirement.

11. MISCELLANEOUS

11.1 Notices. All notices, requests, demands, claims, and other communications required or permitted to be delivered, given, or otherwise provided under this Agreement must be in writing and must be delivered, given, or otherwise provided: (a) by hand (in which case, it shall be effective upon delivery); (b) by facsimile (in which case, it shall be effective upon receipt of confirmation of good transmission); (c) by electronic mail (in which case, it shall be effective on the Business Day sent or, if not sent on a Business Day, on the immediately following Business Day) or (d) by overnight delivery by a nationally recognized courier service (in which case, it shall be effective on the Business Day after being deposited with such courier service), in each case, to the address (or facsimile number or email address) listed below:

If to any Seller Party, Group or, prior to the Closing, Holdings or Management Service Company, then to:

c/o Colonial Family Practice, LLC
325 Broad Street
Sumter, SC 29150
Telephone number: (803) 773-5227
Facsimile number: (803) 418-0202
Attention: Clayton R. Lowder, III, M.D.

with a copy (which shall not constitute notice) to:

Adams and Reese LLP
1501 Main Street, 5th Floor
Columbia, SC 29201
Facsimile number: (803) 343-1250
Attention: Robert P. Bethea, Jr. (Rob.Bethea@arlaw.com)

If to Buyer or, following the Closing, Holdings or Management Service Company:

c/o Varsity Management Company, LLC
1875 Century Park East, #1980
Los Angeles, CA 90067
Attention: David Alpern (dave@varsityhealthcarepartners.com)

with a copy (which shall not constitute notice) to:

Morgan, Lewis & Bockius LLP
1111 Pennsylvania Avenue, N.W.
Washington, DC 20004|
Telephone number: (202) 739-5373
Facsimile number: (202) 739-3001
Attention: Joyce A. Cowan (jcowan@morganlewis.com)

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Morgan, Lewis & Bockius LLP
101 Park Avenue
New York, NY 10178|
Telephone number: (212) 309-6636
Facsimile number: (212) 309-6001
Attention: Jonathan D. Morris (jmorris@morganlewis.com)

Each of the parties to this Agreement may specify a different address or facsimile number or email address by giving notice in accordance with this Section 11.1 to each of the other parties hereto.

11.2 Succession and Assignment; No Third-Party Beneficiary. Subject to the immediately following sentence, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns and all such successors and permitted assigns shall be deemed to be a party hereto for all purposes hereof. No party may assign, delegate, or otherwise transfer either this Agreement or any of his, her or its rights, interests, or obligations hereunder without the prior written consent of Buyer and Seller Parties; provided, however, that (a) Buyer may (i) assign any or all of its rights and interests hereunder to one or more of its Affiliates or to any of its financing sources, (ii) designate one or more of its Affiliates to perform its obligations hereunder, and (iii) assign any or all of its rights or obligations hereunder to any purchaser of all or any portion of its assets or businesses, in each case without any required consent from any other party hereto and (b) Holdings and its Subsidiaries may assign any or all of their rights and interests hereunder to its financing sources. Except for the provisions of Article 10 and Section 11.3, this Agreement is for the sole benefit of the parties hereto and their successors and permitted assigns and nothing herein expressed or implied shall give or be construed to give any Person, other than the parties hereto and such successors and permitted assigns, any legal or equitable rights hereunder, including any right to employment or continued employment for any period of time by reason of this Agreement, or any right to a particular term or condition of employment. Nothing herein, express or implied, will be construed to prevent Buyer or any of its Subsidiaries from terminating or modifying the terms of employment or other service relationship of any Person following the Closing or terminating or modifying to any extent any Employee Plan or any other employee benefit plan, program, agreement or arrangement that Buyer or any of its Subsidiaries may establish or maintain. No provision of this Agreement is intended to, or does, constitute the establishment of, or an amendment to, any Employee Plan or any other compensation and benefit plans maintained for or provided to directors, officers, employees, consultants or independent contractors of Buyer or any of its Subsidiaries following the Closing.

11.3 Non-Recourse. With respect to Buyer, this Agreement may only be enforced against, and any Actions that may be based upon, arise out of, or relate to this Agreement, or the negotiation, execution, or performance of this Agreement or the Contemplated Transactions, may only be made against Buyer as a party to this Agreement in its capacity as such and no former, current, or future stockholders, equity holders, controlling persons, directors, officers, employees, general or limited partners, members, managers, agents, or Affiliates of Buyer or any former, current, or future direct or indirect stockholder, equity holder, controlling person, director, officer, employee, general or limited partner, member, manager, agent, or Affiliate of any of the foregoing (each, a "Non-Recourse Party") shall have any liability for any obligations or Liabilities of Buyer under this Agreement or for any claim (whether in tort, contract or otherwise) based on, in respect of, or by reason of, the Contemplated Transactions or in respect of any representations made or alleged to be made in connection herewith. Without limiting the rights of any party against the other parties hereto, in no event shall any party or any of its Affiliates seek to enforce this Agreement against, make any claims for Breach of this Agreement against, or seek to recover monetary damages from, any Non-Recourse Party.

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11.4 Amendments and Waivers. No amendment or waiver of any provision of this Agreement shall be valid and binding unless it is in writing and signed, in the case of an amendment, by Buyer and Seller Parties, or in the case of a waiver, by the party against whom the waiver is to be effective. No amendment or waiver of Sections 10.1.3(c) and 11.2(b) shall be valid and binding unless it is in writing and signed by Management Service Company. No waiver by any party of any Breach of any representation, warranty, covenant, or agreement hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent Breach of any such representation, warranty, covenant, or agreement hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence. No delay or omission on the part of any party in exercising any right, power, or remedy under this Agreement shall operate as a waiver thereof.

11.5 Entire Agreement. This Agreement, together with the Ancillary Agreements and any documents, Schedules, instruments, or certificates referred to herein or delivered in connection herewith, constitutes the entire agreement among the parties hereto with respect to the subject matter hereof and supersedes any and all prior discussions, negotiations, proposals, undertakings, understandings, and agreements (including any draft agreements) with respect thereto, whether written or oral, none of which shall be used as evidence of the parties' intent; provided that, none of the Restrictive Covenants herein shall supersede or otherwise modify any other restrictive covenant, obligation of confidentiality, or other similar term or provision to which any Seller Party may be bound, whether at or after the date hereof. In addition, each party hereto acknowledges and agrees that all prior drafts of this Agreement contain attorney work product and shall in all respects be subject to the foregoing sentence.

11.6 Schedules. Nothing in any Schedule attached hereto shall be adequate to modify, qualify, or disclose an exception to a representation or warranty made in this Agreement unless such Schedule identifies the modification, qualification, or exception with reasonable particularity and describes the relevant facts in reasonable detail. Without limiting the generality of the foregoing, the mere listing (or inclusion of a copy) of a document or other item shall not be adequate to disclose an exception to a representation or warranty made in this Agreement, unless the representation or warranty has to do with the existence of the document or other item itself. No modifications, qualifications, or exceptions to any representations or warranties disclosed on one Schedule shall constitute a modification, qualification, or exception to any other representations or warranties made in this Agreement unless it is reasonably apparent on its face that the disclosures on such Schedule apply to such other representations and warranties.

11.7 Counterparts; Electronic Signature. This Agreement may be executed in multiple counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart. This Agreement may be executed by facsimile or .pdf signature by any party and such signature shall be deemed binding for all purposes hereof without delivery of an original signature being thereafter required.

11.8 Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. In the event that any provision hereof would, under applicable Legal Requirements, be invalid or unenforceable in any respect, each party hereto intends that such provision shall be construed by modifying or limiting it so as to be valid and enforceable to the maximum extent compatible with, and possible under, applicable Legal Requirements and to otherwise give effect to the intent of the parties.

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11.9 Headings. The headings contained in this Agreement are for convenience purposes only and shall not in any way affect the meaning or interpretation hereof.

11.10 Construction. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. The parties hereto intend that each representation, warranty, covenant, and agreement contained herein shall have independent significance. If any party hereto has Breached any representation, warranty, covenant, or agreement contained herein in any respect, the fact that there exists another representation, warranty, covenant, or agreement relating to the same subject matter (regardless of the relative levels of specificity) which the party has not Breached, shall not detract from or mitigate the fact that the party has Breached the first representation, warranty, covenant, or agreement.

11.11 Governing Law. This Agreement, the negotiation, terms, and performance of this Agreement, the rights of the parties under this Agreement, and all Actions arising in whole or in part under or in connection with this Agreement, shall be governed by and construed in accordance with the domestic substantive laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction.

11.12 Jurisdiction; Venue; Service of Process.

11.12.1 Jurisdiction. Each party to this Agreement, by his, her, or its execution hereof, (a) hereby irrevocably submits to the exclusive jurisdiction and venue of the federal and state courts located in Delaware for the purpose of any Action between any of the parties hereto arising in whole or in part under or in connection with this Agreement, any Ancillary Agreement, the Contemplated Transactions, or the negotiation, terms or performance hereof or thereof, (b) hereby waives to the extent not prohibited by applicable Legal Requirements, and agrees not to assert, by way of motion, as a defense or otherwise, in any such Action, any claim that he, she or it is not subject personally to the jurisdiction of the above-named court, that venue in such court is improper, that his, her or its property is exempt or immune from attachment or execution, that any such Action brought in the above-named court should be dismissed on grounds of *forum non conveniens* or improper venue, that such Action should be transferred or removed to any court other than the above-named court, that such Action should be stayed by reason of the pendency of some other Action in any other court other than the above-named court or that this Agreement or the subject matter hereof may not be enforced in or by such court, and (c) hereby agrees not to commence or prosecute any such Action other than before the above-named court. Notwithstanding the foregoing, (i) a party hereto may commence any Action in a court other than the above-named court solely for the purpose of enforcing an order or judgment issued by the above-named court, and (ii) the dispute resolution procedures set forth in Section 3.4 shall be the sole and exclusive means by which the parties may resolve any disputes arising thereunder and any resolution of any such dispute in accordance with such dispute resolution procedures shall be valid and binding on all of the parties hereto.

11.12.2 Service of Process. Each party hereto hereby (a) consents to service of process in any Action between any of the parties hereto arising in whole or in part under or in connection with this Agreement, any Ancillary Agreement, the Contemplated Transactions, or the negotiation, terms or performance hereof or thereof, in any manner permitted by Delaware law, (b) agrees that service of process made in accordance with clause (a) or made by overnight delivery by a nationally recognized courier service at his, her or its address specified pursuant to Section 11.1 shall constitute good and valid service of process in any such Action, and (c) waives

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and agrees not to assert (by way of motion, as a defense or otherwise) in any such Action any claim that service of process made in accordance with clause (a) or (b) does not constitute good and valid service of process.

11.13 Specific Performance. Each of the parties hereto acknowledges and agrees that the other parties hereto would be damaged irreparably in the event any of the provisions of this Agreement were not performed in accordance with their specific terms or otherwise are Breached. Accordingly, each of the parties hereto agrees that each party hereto shall be entitled to an injunction or injunctions to prevent Breaches of the provisions of this Agreement and to enforce specifically this Agreement and the terms and provisions hereof in any Action instituted in the court specified in Section 11.12.1, in addition to any other remedy to which he, she or it may be entitled, at law or in equity. Each party hereto further agrees that, in the event of any action for an injunction or specific performance in respect of any such threatened or actual Breach, he, she or it shall not assert that a remedy at law would be adequate.

11.14 Waiver of Jury Trial. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW THAT CANNOT BE WAIVED, THE PARTIES HERETO HEREBY WAIVE, AND COVENANT THAT THEY SHALL NOT ASSERT (WHETHER AS PLAINTIFF, DEFENDANT, OR OTHERWISE), ANY RIGHT TO TRIAL BY JURY IN ANY ACTION ARISING IN WHOLE OR IN PART UNDER OR IN CONNECTION WITH THIS AGREEMENT, ANY ANCILLARY AGREEMENT, THE CONTEMPLATED TRANSACTIONS, OR THE NEGOTIATION, TERMS OR PERFORMANCE HEREOF OR THEREOF, WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE. THE PARTIES HERETO AGREE THAT ANY OF THEM MAY FILE A COPY OF THIS PARAGRAPH WITH ANY COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY, AND BARGAINED-FOR AGREEMENT AMONG THE PARTIES HERETO. THE PARTIES HERETO FURTHER AGREE TO IRREVOCABLY WAIVE THEIR RIGHT TO A TRIAL BY JURY IN ANY PROCEEDING AND ANY SUCH PROCEEDING SHALL INSTEAD BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.

[*Remainder of the page intentionally left blank – signature page follows*]

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IN WITNESS WHEREOF, each of the undersigned has executed this Agreement as an agreement under seal as of the date first written above.

BUYER: VARSITY FAMILY CARE PARTNERS, LLC

By: Varsity Management Company, LLC,
its Manager

By:_____
Name: David Alpern
Title: Manager

By:_____
Name: Kenton Rosenberry
Title: Manager

MANAGEMENT SERVICE COMPANY: FAMILY CARE PARTNERS MANAGEMENT LLC

By:_____
Name: Dr. Clayton R. Lowder III, M.D.
Title: Authorized Person

SELLER: COLONIAL FAMILY PRACTICE, LLC

By:_____
Name: Dr. Clayton R. Lowder III, M.D.
Title: Manager

GROUP: NCFP GROUP LLC

By:_____
Name: Dr. Clayton R. Lowder III, M.D.
Title: Manager

HOLDINGS: FAMILY CARE PARTNERS HOLDINGS LLC

By:_____
Name: Dr. Clayton R. Lowder III, M.D.
Title: Authorized Person

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By: Varsity Management Company, LLC,
its Manager

By:_____
Name: David Alpern
Title: Manager

By:_____
Name: Kenton Rosenberry
Title: Manager

MANAGEMENT SERVICE COMPANY: FAMILY CARE PARTNERS MANAGEMENT LLC

By:_____
Name: Dr. Clayton R. Lowder III, M.D.
Title: Authorized Person

SELLER: COLONIAL FAMILY PRACTICE, LLC

By:_____
Name: Dr. Clayton R. Lowder III, M.D.
Title: Manager

GROUP: NCFP GROUP LLC

By:_____
Name: Dr. Clayton R. Lowder III, M.D.
Title: Manager

HOLDINGS: FAMILY CARE PARTNERS HOLDINGS LLC

By:_____
Name: Dr. Clayton R. Lowder III, M.D.
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By:_____
Name: Kenton Rosenberry
Title: Manager

MANAGEMENT SERVICE COMPANY: FAMILY CARE PARTNERS MANAGEMENT LLC

By:_____
Name: Dr. Clayton R. Lowder III, M.D.
Title: Authorized Person

SELLER: COLONIAL FAMILY PRACTICE, LLC

By:_____
Name: Dr. Clayton R. Lowder III, M.D.
Title: Manager

GROUP: NCFP GROUP LLC

By:_____
Name: Dr. Clayton R. Lowder III, M.D.
Title: Manager

HOLDINGS: FAMILY CARE PARTNERS HOLDINGS LLC

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Name: Dr. Clayton R. Lowder III, M.D.
Title: Authorized Person

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BENEFICIAL OWNERS:

Dr. Jason Michael Leonard, M.D.

Dr. Thomas L. Lucas III, M.D.

Dr. Christopher M. Mahr, M.D.

Dr. Edward J. Meyers, M.D.

Dr. Ike C. Stewart, M.D.

Dr. Carlos Soto, M.D.

TEMPORARY DOCTOR OWNERS:

Dr. David G. Whaley, M.D.

Dr. Mitchell R. Grunsky, M.D.

~~DOCTOR OWNER:~~

Dr. Clayton R. Lowder III, M.D.

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BENEFICIAL OWNERS:

Dr. Jason Michael Leonard, M.D.

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Dr. David G. Whaley, M.D.

Dr. Mitchell R. Grunsky, M.D.

~~DOCTOR OWNER:~~

Dr. Clayton R. Lowder III, M.D.

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Appendix A

Definitions

When used in the Agreement, the foregoing terms have the meanings assigned to them in this Appendix A. Unless otherwise indicated, references to a Section, Schedule or Exhibit in this Appendix A refer to the applicable Section of or Schedule or Exhibit to the Agreement.

"1933 Act" means the Securities Act of 1933, as amended.

"Accounting Principles" means those accounting principles used by Seller in the preparation of its financial statements during the sixth (6th) month period prior to the Closing Date.

"Acquired Assets" is defined in the Contribution Agreement.

"Action" means any claim, action, cause of action, suit (whether in contract or tort or otherwise) or audit, litigation (whether at law or in equity and whether civil or criminal), controversy, assessment, grievance, arbitration, investigation, audit, opposition, interference, hearing, mediation, charge, complaint, demand, notice or proceeding to, from, by or before any Governmental Authority or any mediator.

"Affiliate" means, with respect to any specified Person at any time, (a) each Person directly or indirectly controlling, controlled by or under direct or indirect common control with such specified Person at such time, (b) each Person who is at such time an officer, manager, or director of, or direct or indirect beneficial holder of at least 5% of any class of the Ownership Interest in, such specified Person, (c) if such specified Person is an individual, the Family Members of such Person and (d) the Family Members of each officer, manager, director, or holder described in clause (b) above.

"Aggregate Cash Purchase Price" is defined in Section 2.3.

"Agreement" is defined in the Preamble.

"Allocation" is defined in Section 4.2.2.

"Ancillary Agreements" means the Restructuring Documents, Escrow Agreement, the Management Services Agreement, the Membership Interest Control Agreement, the Employment Agreements, the Intellectual Property Assignments, the Repurchase Rights Agreement, the Buyer Note, the Liaison Agreement, the Varsity Management Services Agreement, and the Employee Leasing Agreement.

"Approval" means all notices, reports, filings, approvals, orders, authorizations, consents, licenses, permits, qualifications, registrations or Government Orders or waivers of any of the foregoing, required to be obtained from or made with, or any notice, statement or other communications required to be filed with or delivered to, any Governmental Authority or any other Person.

"Arbiter" means an independent and nationally recognized firm with expertise in disputes of the type contemplated by Section 3.4 mutually acceptable to Buyer and Seller.

"Asset Transfer" is defined in the Recitals.

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"Assets" means the Operating Companies' properties, rights, and assets, whether real or personal and whether tangible or intangible, including all assets reflected in the Most Recent Balance Sheet or acquired after the Most Recent Balance Sheet Date (except for such assets which have been sold or otherwise disposed of since the Most Recent Balance Sheet Date in the Ordinary Course of Business).

"Assumed Liabilities" is defined in the Contribution Agreement

"Beneficial Owners" is defined in the Preamble.

"Borrowing" means the transactions contemplated by that certain (a) Credit Agreement, dated as of the date hereof, by and among Management Service Company, the other Loan Parties party thereto (as defined therein), Freeport Financial Partners LLC, as Agent and Lead Arranger (as defined therein) and the Lenders party thereto (as defined therein), (ii) the Collateral Documents (as defined therein) and (iii) any other Loan Documents (as defined therein) to which any of the Loan Parties is a party (collectively, the "Freeport Documents").

"Borrowing Distribution" is defined in the Recitals.

"Breach" means (a) any breach, inaccuracy, failure to perform, failure to comply, conflict with, failure to notify, default, or violation, with or without notice, lapse of time or both or (b) any other act, omission, event, occurrence or condition the existence of which would permit any Person to accelerate any obligation or terminate, cancel or modify any right or obligation, with or without notice, lapse of time or both.

"Business" is defined in the Recitals.

"Business Day" means any day, other than a Saturday, Sunday or any other day on which banks located in New York, New York are authorized or required by applicable Legal Requirement to be closed.

"Buyer" is defined in the Preamble.

"Buyer Amount" is defined in Section 3.4.3.

"Buyer Expenses" means all costs, fees and expenses (including legal, accounting, investment banking, advisory, and other costs, fees and expenses) incurred by Buyer or any of its Affiliates (including Varsity and its Affiliates) in connection with the negotiation, execution and delivery of this Agreement, the Ancillary Agreements or the consummation of the Contemplated Transactions (whether or not indefeasibly paid in full prior to the Closing). For the avoidance of doubt, Buyer Expenses (a) shall not include any such costs, fees and expenses incurred by Holdings or Management Service Company and (b) shall include all legal fees of Buyer's counsel.

"Buyer Indemnified Persons" is defined in Section 10.1.1.

"Buyer Note" means that certain promissory note evidencing a loan to Buyer from Seller having an aggregate principal amount equal to [redacted], in the form attached hereto as Exhibit N.

"Buyer Plan" is defined in Section 8.2.1.

"Cash" means, at a specified time, the sum of the Operating Companies' unrestricted cash and cash equivalents, as determined in accordance with the Accounting Principles; provided that such amount

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shall not include the amounts of any checks that, as of the Closing, have been issued by an Operating Company but have yet to be deducted from the applicable account.

"Change of Control Payments" means (a) any payment in respect of severance, change of control payments, stock option payments, stay bonuses, retention bonuses, transaction bonuses, and other bonuses and similar Liabilities that is created, accelerated, accrues or becomes payable by any of the Operating Companies, including any Taxes of any of the Operating Companies (or any gross-up for Taxes of any Person) payable or triggered in respect of any such payment, whether pursuant to an individual agreement, an Employee Plan or otherwise, and (b) without duplication of any other amounts included within the definition of Transaction Expenses, any other payment, expense or fee that is created, accelerated, accrues or becomes payable by any of the Operating Companies to any Governmental Authority or other Person under any Legal Requirement or Contractual Obligation, including in connection with the making of any filings, the giving of any notices or the obtaining of any consents, authorizations or approvals, in the case of each of (a) and (b), as a result of, or in connection with (either alone or in combination with any other event, whether or not such event has occurred or will occur), the execution and delivery of this Agreement or any Ancillary Agreement or the consummation of the Contemplated Transactions.

"Claim Notice" is defined in Section 10.5.

"Closing" is defined in Section 3.1.

"Closing Date" is defined in the Preamble.

"Closing Debt" means the Debt of the Operating Companies as of immediately prior to the Closing.

"Closing Statement" is defined in Section 3.4.1.

"COBRA Coverage" is defined in Section 8.2.2.

"Code" means the U.S. Internal Revenue Code of 1986, as amended.

"Company Plans" is defined in Section 5.17.1.

"Compensation" means, with respect to any Person, all wages, earnings, salaries, commissions, compensation, remuneration, incentives, bonuses, or benefits of any kind or character whatsoever (including issuances or grants of equity interests or the right to acquire equity interests or compensation based on the value or increase in value of equity interests), required to be made or that have been made directly or indirectly by Seller to such Person or Affiliates of such Person.

"Contemplated Transactions" means, collectively, the transactions contemplated by this Agreement and the Ancillary Agreements, including (a) the Restructuring Transactions, (b) Holdings Unit Purchase, (c) the Last Interest Transfer, (d) Final Approval Transfer and (e) the execution, delivery, and performance of the Ancillary Agreements.

"Continuing Employee" is defined in Section 8.1.2.

"Contractual Obligation" means, with respect to any Person, any contract, agreement, deed, mortgage, lease, sublease, license, sublicense or other legally enforceable commitment, promise, undertaking, obligation, arrangement, instrument or understanding, whether written or oral, to which or

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by which such Person is a party or otherwise subject or bound or to which or by which any property, business, operation or right of such Person is subject or bound.

"Contribution Agreement" means the Contribution Agreement, dated as of the Contribution Date, by and among Seller, Holdings and Management Service Company.

"Contribution Date" is defined in the Recitals.

"Debt" means, with respect to any Person, all Liabilities of such Person, without duplication (a) for borrowed money (including overdraft facilities) or in respect of loans or advances (including, in any case, any prepayment premiums due or arising as a result of the consummation of the Contemplated Transactions), (b) evidenced by notes, bonds, debentures, or similar Contractual Obligations, (c) for deferred rent or the deferred purchase price of property, goods, or services (other than trade payables or accruals incurred in the Ordinary Course of Business and included in the computation of the Final Working Capital, but in any case including any deferred purchase price Liabilities, earnouts, contingency payments, installment payments, deferred revenue, customer deposits, seller notes, promissory notes, or similar Liabilities, in each case related to past acquisitions and whether or not contingent), (d) under capital leases or synthetic obligations which would be required to be capitalized in accordance with GAAP, (e) in respect of letters of credit and bankers' acceptances (in each case whether or not drawn, contingent, or otherwise), (f) in respect of deferred compensation for services or in respect of any unsatisfied obligation for "withdrawal liability" to a "multiemployer plan" as such terms are defined under ERISA, (g) for obligations arising under any interest rate, commodity, or other similar swap, cap, collar, futures contract, or other hedging arrangement, (h) for obligations which are secured, in whole or in part, by an Encumbrance on such Person's assets or property, whether or not the secured obligation is one that has been incurred by such Person, (i) any settlement payment due by Seller or any of its Affiliates to Greenway Medical Technologies, (j) in the nature of guarantees or other obligations for any of the items described in clauses (a) through (i) above ("Guarantees"), and (k) accrued but unpaid interest, fees, penalties, premiums (including in respect of prepayment) arising with respect to any of the items described in clauses (a) through (j) above.

"Direct Claim" is defined in Section 10.5.

"Disclosed Contract" is defined in Section 5.19.2.

"Doctor Owner" is defined in the Preamble.

"Doctor Owner Claim" is defined in Section 7.12.1.

"Employee Leasing Agreement" means that certain employee leasing agreement, dated as of the Contribution Date, by and between Management Service Company and Seller.

"Employee Plan" means any of the following, whether or not reduced to writing, and whether covering a single individual or a group of individuals, (a) an "employee benefit plan" within the meaning of Section 3(3) of ERISA, whether or not subject to ERISA, (b) a stock bonus, stock purchase, stock option, restricted stock, phantom stock, stock appreciation right or similar equity-based plan, program, agreement, policy, arrangement or Contractual Obligation, or (c) any other compensation, employment, consulting, independent contractor, medical, dental, vision, disability, workmen's compensation or other insurance accident, salary continuation, severance, separation, deferred-compensation, retirement, welfare-benefit, cafeteria, bonus, incentive, commission, reimbursement, profit-sharing, retention, pension, change-of-control, vacation, sick pay, sick leave, unemployment, fringe-benefit, or other similar plan, program, agreement, policy, arrangement or Contractual Obligation including any Legal

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Requirement to provide any of the foregoing under the Laws of a foreign jurisdiction or any Governmental Authority.

"Employment Agreements" is defined in Section 8.1.3.

"Encumbrance" means any charge, claim, community or other marital property interest, condition, equitable interest, lien, lease, license, option, pledge, security interest, mortgage, deed of trust, right of way, easement, encroachment, servitude, right of first offer or first refusal, or buy/sell agreement and any other restriction, encumbrance, or covenant with respect to, or condition governing the use, construction, voting (in the case of any security or equity interest), transfer or exercise of or receipt of income from, any other attribute of ownership.

"Environmental Laws" means any Legal Requirement relating to (a) releases or threatened releases of Hazardous Substances, (b) pollution or protection of public health or the environment or worker safety or health, or (c) the manufacture, handling, transport, use, treatment, storage, or disposal of Hazardous Substances.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

"ERISA Affiliate" means any entity that is, or at any relevant time was, a member of (a) a controlled group of corporations (as defined in Code Section 414(b)), (b) a group of trades or businesses under common control (as defined in Code Section 414(c)), (c) an affiliated service group (as defined under Code Section 414(m)), or (d) any group specified in regulations under Code Section 414(o), any of which includes, or at the relevant time included, Seller.

"Escrow Account" means the escrow account established pursuant to the Escrow Agreement.

"Escrow Agent" means First Republic Trust Company, a division of First Republic Bank.

"Escrow Agreement" means that certain escrow agreement, dated as of the date hereof, by and among Buyer, Group and the Escrow Agent, in the form attached hereto as Exhibit C.

"Escrow Amount" means [redacted].

"Estimated Change of Control Payments" is defined in Section 3.2.

"Estimated Closing Debt" is defined in Section 3.2.

"Estimated Transaction Expenses" is defined in Section 3.2.

"Exchange" is defined in the Recitals.

"Exchange Agreement" means that certain Exchange Agreement, entered into on the Contribution Date, by and among Group and Beneficial Owners, a copy of which is attached hereto as Exhibit A.

"Excluded Employment Contracts" is defined in the Contribution Agreement.

"Excluded Liability" is defined in the Contribution Agreement.

"Family Member" means, with respect to any individual, (a) such Person's spouse, (b) each parent, brother, sister or natural or adopted child of such Person or such Person's spouse, (c) each trust created for the benefit of one or more of the Persons described in clauses (a) and (b) above, and (d) each

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custodian or guardian of any property of one or more of the Persons described in clauses (a) through (c) above in his or her capacity as such custodian or guardian.

"Final Adjustment Amount" means the net result (which, for the avoidance of doubt, may be a positive or negative amount) of the following: (a) Final Closing Debt minus Estimated Closing Debt (which, for the avoidance of doubt, may be a positive or negative amount); (b) Final Transaction Expenses minus Estimated Transaction Expenses (which, for the avoidance of doubt, may be a positive or negative amount); (c) Final Change of Control Payments minus Estimated Change of Control Payments (which, for the avoidance of doubt, may be a positive or negative amount); and (d) Final Working Capital minus the Target Working Capital (which, for the avoidance of doubt, may be a positive or negative amount); provided that, if Final Working Capital is within $100,000 of Target Working Capital, then Final Working Capital will be deemed to equal Target Working Capital for purposes of the Final Adjustment Amount.

"Final Approval" means Seller's receipt of all Approvals necessary to consummate the Final Approval Transfer.

"Final Approval Transfer" is defined in the Recitals.

"Final Change of Control Payments" is defined in Section 3.4.4.

"Final Closing Debt" is defined in Section 3.4.4.

"Final Closing Statement" is defined in Section 3.4.4.

"Final Determination" means (a) a final, non-appealable determination by a court of competent jurisdiction, (b) a final, binding and non-appealable ruling by an arbitrator or other Person with similar authority, or (c) a negotiated settlement agreement between any Indemnified Person and Indemnifying Party.

"Final Transaction Expenses" is defined in Section 3.4.4.

"Final Working Capital" is defined in Section 3.4.4.

"Financial Exceptions" is defined in Section 5.6.2.

"Financials" is defined in Section 5.6.1(b).

"First Asset Transfer" is defined in the Recitals.

"Fraud" is defined in Section 10.3.

"Freeport Documents" is defined in the definition of "Borrowing".

"Fundamental Representations" means the representations and warranties of Seller Parties set forth in Sections 5.1 (Organization), 5.2 (Power and Authorization), 5.5 (Capitalization of Seller), 5.9 (Debt), 5.10 (Ownership of Assets), 5.14.3 (Legal Compliance; Illegal Payments; Permits), 5.21 (Affiliate Transactions), 5.26 (Prior Operations) and 5.28 (No Brokers).

"Funds Flow" means that certain funds flow prepared by Seller and delivered to Buyer prior to the date hereof in the form attached hereto as Exhibit K. The parties acknowledge that Buyer shall be entitled to rely on the Funds Flow and any payments made by Buyer in accordance with the Funds Flow

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will be deemed to have been made in accordance with this Agreement, and Buyer's obligation to make payments under this Agreement shall be deemed to have been satisfied.

"GAAP" means generally accepted accounting principles in the United States as in effect from time to time.

"Government Order" means any order, writ, judgment, injunction, decree, stipulation, ruling, determination, or award entered by or with any Governmental Authority.

"Governmental Authority" means any United States federal, state, or local or any foreign government, or political subdivision thereof, or foreign state, or any multinational organization or authority or any authority, agency, or commission entitled to exercise any administrative, executive, judicial, legislative, police, or regulatory power, any court or tribunal (or any department, bureau or division thereof), or any arbitrator or arbitral body.

"Group" is defined in the Preamble.

"Group Beneficial Owners" is defined in the Preamble.

"Guarantees" is defined in the definition of "Debt".

"Hazardous Substance" is defined in Section 5.18.

"Healthcare Laws" means all federal and state laws, rules or regulations relating to the regulation, provision or administration of, or payment for, healthcare products or services, including, but not limited to (a) the federal Anti-Kickback Statute (42 U.S.C. §1320a-7b(b)), Sections 1320a-7 and 1320a-7a of Title 42 of the United States Code, the Physician Self-Referral Law, commonly known as the "Stark Law" (42 U.S.C. §§1395nn and 1396b), the civil False Claims Act (31 U.S.C. §3729 et seq.), the Federal Criminal False Claims Act (18 U.S.C. § 287), the False Statements Relating to Health Care Matters law (18 U.S.C. § 1035), Health Care Fraud (18 U.S.C. § 1347), or any regulations promulgated pursuant to such statutes, or similar state or local statutes or regulations; (b) the Health Insurance Portability and Accountability Act of 1996 (Pub. L. No. 104-191) and the regulations promulgated thereunder and similar state or local statutes or regulations governing the privacy or security of patient information; (c) Medicare (Title XVIII of the Social Security Act) and the regulations promulgated thereunder; (d) Medicaid (Title XIX of the Social Security Act) and the regulations promulgated thereunder as well as comparable state Medicaid statutes and regulations; (e) TRICARE (10 U.S.C. Section 1071 et seq.) and the regulations promulgated thereunder; (f) quality and safety laws, rules or regulations relating to the regulation, storage, provision or administration of, or payment for, healthcare products or services, including optical goods, prescription products and controlled substances, or the conducting of clinical research (e.g., Federal Food, Drug & Cosmetics Act (21 U.S.C. §§ 301 et seq.), the Controlled Substances Act (21 U.S.C. §§ 801 et seq.) and the Public Health Service Act, (42 U.S.C. §§ 201 et seq.)); (g) laws governing the provision of services to employees with workers compensation coverage or licensure or certification as a healthcare organization to provide such services; and (h) licensure laws, rules or regulations relating to the regulation, provision or administration of, or payment for, healthcare items, services or goods and the ownership or operation of medical or optical equipment, supplies or accessories, including laws relating the so-called "corporate practice of medicine" and fee splitting, each of (a) through (h) as amended from time to time.

"Healthcare Provider" is defined in Section 5.15.1.

"Holdings" is defined in the Preamble.

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"Holdings LLC Agreement" means the Amended and Restated Limited Liability Company Agreement of Holdings, in the form attached hereto as Exhibit E.

"Holdings Unit Purchase" is defined in Section 2.1.

"Holdings Units" means the Common Units of Holdings, as defined in Holdings LLC Agreement.

"Holdings Preferred Units" means the Preferred Units of Holdings, as defined in Holdings LLC Agreement.

"Indemnified Person" means, with respect to any Indemnity Claim, each Buyer Indemnified Person or Seller Party asserting the Indemnity Claim (or on whose behalf the Indemnity Claim is asserted) under Sections 10.1 or 10.2, as the case may be.

"Indemnifying Party" means, with respect to any Indemnity Claim, the party or parties against whom such Indemnity Claim may be or has been asserted.

"Indemnity Claim" means a claim for indemnity under Sections 10.1 or 10.2, as the case may be.

"Individual Owner Breach" is defined in Section 10.1.2(c).

"Information Systems" is defined in Section 5.13.5.

"Initial Interest Transfer" is defined in the Recitals.

"Intellectual Property Assignments" means a global intellectual property assignment of the Seller Owned Intellectual Property Rights in connection with each of the First Asset Transfer and the Second Asset Transfer, in the form attached hereto as Exhibit J, and, as needed, confirmatory assignments for recording at the relevant Governmental Authorities.

"Intellectual Property Rights" means the entire right, title, and interest in and to all proprietary rights of every kind and nature however denominated, throughout the world, including (a) all patents, patent applications, industrial designs, industrial design applications, and patent disclosures, together with all reissues, continuations, continuations-in-part, revisions, divisionals, utility models, certificates of invention, extensions, reviews and reexaminations in connection therewith and all improvements thereon, (b) all copyright rights and registrations and applications therefor, together with all translations, adaptations, derivations and combinations therefor, works of authorship, publications, moral rights, and mask work rights, (c) confidential and proprietary information, including trade secrets, concepts, database rights, and all other proprietary rights in Technology, including Software, (d) all trademarks, trade names, service marks, service names, brands, trade dress, logos, slogans and all other indicia of origin, source, sponsorship, endorsement or certification, whether or not applied for or registered, and all applications, registrations, and renewals in connection therewith, and all of the goodwill and activities associated therewith, (e) all domain names, websites, website content, and social media, including social media accounts and handles, (f) other intellectual property or similar, corresponding or equivalent right to any of the foregoing, whether or not any of these is registered and including any registrations and applications for registration of any of the foregoing in (a) through (e), (g) all rights of privacy and publicity, including rights to the use of names, likenesses, images, voices, signatures and biographical information of real persons, as well as all Actions and rights to sue at law or in equity for any past, present or future infringements, misappropriations or other impairment of any of the foregoing in (a) through (g), including the right to receive all proceeds and damages therefrom, and all rights of protection of interest therein

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under the laws of all jurisdictions and (h) all copies and tangible embodiments or descriptions of any of the foregoing (in whatever form or medium).

"IRS" means the Internal Revenue Service.

"Key Supplier" is defined in Section 5.20.

"Last Interest Transfer" is defined in the Recitals.

"Legal Requirement" or "Law" means any constitution, law (including common law), statute, standard, ordinance, code, rule, regulation, resolution, or promulgation, or any Government Order, or any license, franchise, permit, or similar right granted under any of the foregoing, or any similar provision or duty or obligation having the force or effect of law, including, for the avoidance of doubt, the Healthcare Laws.

"Liability" means, with respect to any Person, any liability or obligation of such Person, whether known or unknown, whether asserted or unasserted, whether determined, determinable or otherwise, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, whether incurred or consequential, whether due or to become due, and whether or not required under GAAP to be accrued on the financial statements of such Person.

"Liaison Agreement" means that certain liaison agreement, dated as of the Contribution Date, by and between Management Service Company and each of Doctor Owner and each Temporary Doctor Owner.

"Losses" is defined in Section 10.1.1.

"Management Service Company" is defined in the Preamble.

"Management Services Agreement" means that certain management agreement, dated as of the Contribution Date, by and between Management Service Company and Seller in the form attached hereto as Exhibit F.

"Material Adverse Effect" means any event, circumstance, development, condition, occurrence, state of facts, change or effect that, when considered individually or in the aggregate has been, or would be reasonably likely to be, materially adverse to (a) the Business' condition (financial or otherwise), or the Business, Assets, Liabilities, prospects, operations or results of operations of the Operating Companies, taken as a whole, or (b) the ability of Seller Parties to perform its obligations under this Agreement or to consummate the Contemplated Transactions, in either case, other than any event, circumstance, development, condition, occurrence, state of facts, change or effect arising out of: (i) general business, financial, credit or economic conditions in the United States; (ii) acts of war (whether or not declared), sabotage or terrorism, military actions or the escalation thereof; or (iii) any change in or adoption of any applicable Legal Requirement or GAAP, except, in the case of subparts (i), (ii) or (iii) of this definition, to the extent that such events, circumstances, developments, conditions, occurrences, states of facts, changes or effects do not have a disproportionate effect on Seller (taken as a whole) relative to other participants in the industries in which Seller operates.

"Membership Interest Control Agreement" means those certain Membership Interest Control Agreements, dated as of the date hereof, by and among Management Service Company and Seller and each of Doctor Owner and each Temporary Doctor Owner in the form attached hereto as Exhibit G.

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"Membership Units" is defined in the Holdings LLC Agreement.

"Most Recent Balance Sheet" is defined in Section 5.6.1(b).

"Most Recent Balance Sheet Date" is defined in Section 5.6.1(b).

"Most Recent Financials" is defined in Section 5.6.1(b).

"Non-Practitioner Employees" is defined in Section 8.1.

"Non-Recourse Party" is defined in Section 11.3.

"Notice of Disagreement" is defined in Section 3.4.2.

"Off-the-Shelf Software" is defined in Section 5.13.4.

"Operating Companies" means, collectively, Seller, Holdings and Management Service Company.

"Ordinary Course of Business" means an action taken by any Person in the ordinary course of such Person's business which is consistent with the past customs and practices of such Person.

"Organizational Documents" means, with respect to any Person, the articles or certificate of incorporation or organization, certificate of formation, by-laws, limited partnership agreement, partnership agreement, limited liability company agreement, shareholders agreement or such other organizational documents of such Person.

"Ownership Interest" means any and all shares, interests, participations, or other equivalents (however designated) of capital stock of a corporation and any and all ownership interests in a Person (other than a corporation), including membership interests, partnership interests, joint venture interests, and beneficial interests, and any and all warrants, options, convertible or exchangeable securities, or rights to purchase or otherwise acquire any of the foregoing.

"Payor" means any insurer, health maintenance organization, third party administrator, employer, union, trust, governmental program (including but not limited to any Third Party Payor Program), or other consumer or customer of health care services that has authorized Seller as a provider of health care items, services and goods to the members, beneficiaries, participants or the like, thereof or to whom Seller has submitted a claim for items, services or goods.

"Permits" means, with respect to any Person, any license, accreditation, bond, franchise, permit, consent, approval, right, privilege, certificate, or other similar authorization issued by, or otherwise granted by, any Governmental Authority or any other Person to which or by which such Person is subject or bound or to which or by which any property, business, operation, or right of such Person is subject or bound.

"Permitted Encumbrance" means (a) statutory liens for current Taxes, special assessments, or other governmental charges not yet due and payable for which appropriate reserves have been established in accordance with GAAP, (b) mechanics', materialmen's, carriers', workers', repairers' and similar statutory inchoate liens arising or incurred in the Ordinary Course of Business and relating to amounts that are not yet due and payable, solely to the extent such liens do not impair the present use of any Real Property they affect and do not impair the conduct of the Business and (c) restrictions on the transfer of

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securities arising under federal and state securities laws, in the case of subparts (a) and (b), solely to the extent reflected in computation of the Final Working Capital.

"Permitted Transferees" shall have the meaning set forth in Holdings LLC Agreement.

"Person" means any individual or corporation, association, partnership, limited liability company, joint venture, joint stock, or other company, business trust, trust, organization, labor union, Governmental Authority, or other entity of any kind.

"Personal Property Leases" is defined in the Contribution Agreement.

"Pre-Closing Certificate" is defined in Section 3.2.

"Pre-Closing Tax Period" is defined in Section 10.1.1(e).

"Predecessor" is defined in Section 5.1.

"Real Property" is defined in Section 5.12.

"Real Property Leases" is defined in Section 5.12.

"Rejecting Employee" is defined in Section 8.1.2.

"Representative" means, with respect to any Person, any director, manager, officer, employee, agent, consultant, advisor, or other representative of such Person, including legal counsel, accountants, and financial advisors.

"Repurchase Rights Agreement" means that certain repurchase rights agreement, to be entered into as of the Closing Date, by and among each Beneficial Owner, Group, Holdings and Seller.

"Restricted Period" is defined in Section 7.6.1.

"Restrictive Covenants" means the restrictive covenants applicable to Beneficial Owners and/or Seller Parties under Sections 7.4 and 7.6 hereof.

"Restructuring Documents" is defined in Section 5.27.

"Restructuring Transactions" is defined in the Recitals.

"Rollover Amount" means [redacted].

"Second Asset Transfer" is defined in the Recitals.

"Self-Disclosure" is defined in Section 10.1.1(g).

"Seller" is defined in the Preamble.

"Seller Controlled Parties" is defined in the Preamble.

"Seller Disclosure Schedules" means the disclosure schedules delivered by Seller to Buyer on the Closing Date.

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"Seller Intellectual Property Rights" means all Seller Owned Intellectual Property Rights, together with all Seller Licensed Intellectual Property Rights.

"Seller Licensed Intellectual Property Rights" means all Intellectual Property Rights owned by a third party and used by Seller pursuant to a written or unwritten license, sublicense or permission.

"Seller Owned Intellectual Property Rights" means all Intellectual Property Rights owned or purported to be owned by Seller, including all Seller Registrations.

"Seller Parties" is defined in the Preamble.

"Seller Parties Amount" is defined in Section 3.4.3.

"Seller Qualified Plan" is defined in Section 8.2.5.

"Seller Registrations" is defined in Section 5.13.3.

"Seller's Knowledge" (or any similar phrase) means the actual knowledge of each Beneficial Owner, Lauren Thompson and Tom Livingston, together with any knowledge that would have been known by a reasonable person in a similar position after having conducted a due investigation.

"Share Purchase" is defined in the Recitals.

"Share Purchase Agreement" means that certain Purchase Agreement, to be entered into on the date hereof, by and between Group, Doctor Owner, and each Temporary Doctor Owner in substantially the form attached hereto as Exhibit H.

"Second Share Purchase Agreement" means that certain Purchase Agreement, to be entered into immediately following the receipt of the Final Approval, by and between Doctor Owner and Temporary Doctor Owners in substantially the form attached hereto as Exhibit H.

"Software" means all computer programs, computer software, code, data and databases, and any and all software implementations of algorithms, models and methodologies, whether in source code or object code, operating systems and specifications, design documents, website code, flow-charts, documentation, user manuals and training materials relating thereto and any translations, compilations, arrangements, adaptations and derivative works thereof, in each of the foregoing cases, in any form or format, and however fixed.

"Subsidiary" means, with respect to any specified Person, any other Person of which such specified Person, directly or indirectly through one or more Subsidiaries, (a) owns 50% or more of the outstanding Ownership Interest entitled to vote generally in the election of the board of directors or similar governing body of such other Person, or (b) has the power to generally direct the business and policies of that other Person, whether by contract or as a general partner, managing member, manager, joint venturer, agent or otherwise.

"Subsequent Interest Transfer" is defined in the Recitals.

"Tax" or "Taxes" means (a) any and all federal, state, local, or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental, customs duties, capital stock, franchise, profits, built-in gain, withholding, social security (or similar taxes, including FICA), unemployment, disability, real property, personal property, escheat or

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unclaimed property obligation, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, or other tax of any kind or any charge of any kind in the nature of (or similar to) taxes imposed by any Governmental Authority, including any interest, penalty, or addition thereto, in each case whether disputed or not and (b) any Liability for the payment of any amounts of the type described in clause (a) of this definition as a result of being a member of an affiliated, consolidated, combined or unitary group for any period, as a result of any tax sharing or tax allocation agreement, arrangement or understanding, or as a result of being liable for another Person's taxes as a transferee or successor, by contract or otherwise.

"Tax Return" means any return, declaration, report, claim for refund or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

"Technology" means all inventions, works, discoveries, innovations, know-how, information (including ideas, concepts, research and development, formulas, algorithms, compositions, processes and techniques, data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, business and marketing plans and proposals, graphics, illustrations, artwork, documentation, and manuals), Software, firmware, computer hardware, integrated circuits and integrated circuit masks, electronic, electrical, and mechanical equipment, and all other forms of technology, including improvements, modifications, translations thereof, works in process, compilations, arrangements, adaptations, derivatives, or changes, whether tangible or intangible, embodied in any form, whether or not protectable or protected by patent, copyright, mask work right, trade secret law, or otherwise, and all documents and other materials recording any of the foregoing.

"Temporary Doctor Owners" is defined in the Preamble.

"Third Party Claim" is defined in Section 10.4.1.

"Third Party Payor Programs" means all third party Payor programs (including but not limited to, Medicare, Medicaid, TRICARE, workers compensation, or any other federal or state health care programs, as well as Blue Cross and/or Blue Shield, managed care plans, any other private insurance program or administered self-funded employer or union plans).

"Total Enterprise Value" means [redacted].

"Trailing Three Months Revenue" means the accrual-based revenue for services rendered (based on date of service) in the ninety (90)-day period immediately preceding the Closing, calculated in accordance with the methodology set forth in Exhibit L, whereby cash-basis revenues for letter-designated patient services billed through the Greenway Medical Technologies system are converted to accrual-based revenues by applying the expected collection rates by payor category to the net (non-voided) charges for services. For the avoidance of doubt, those expected collection rates are as follows: BCBS – 34.6%; other commercial insurers – 31.3%; Medicaid – 22.8%; Medicaid Managed – 25.6%; Medicare – 27.6%; Medicare Managed – 30.4%; self-pay – 40.8%; Tricare – 29.9%; workers compensation – 46.0%; and other – 40.6%.

"Transaction Expenses" means (a) all costs, fees and expenses (including legal, accounting, investment banking, advisory, and other costs, fees and expenses) incurred by any Seller Controlled Party in connection with the negotiation, execution and delivery of this Agreement, the Ancillary Agreements or the consummation of the Contemplated Transactions and which have not been indefeasibly paid in full prior to the Closing and (b) all costs, fees and expenses owing to Seller, Group or any Beneficial Owner or any Affiliate thereof under any management agreement or other services arrangement. For the

avoidance of doubt, Transaction Expenses shall include (i) all such costs, fees and expenses incurred by Holdings or Management Service Company and (ii) all legal fees and expenses of any Seller Party's counsel.

"Transfer Taxes" is defined in Section 7.9.2.

"Treasury Regulations" means the regulations promulgated under the Code.

"Varsity" means Varsity Management Company, LLC, a Delaware limited liability company.

"Varsity Management Services Agreement" means that certain management agreement, dated as of the date hereof, by and between Management Service Company, Holdings and Varsity.

"Warn Act Obligation" is defined in Section 8.2.3.

"Working Capital" means (a) the current assets (including Cash, but excluding current and deferred Tax assets) of the Operating Companies minus (b) the current liabilities (excluding current and deferred Tax liabilities, Debt and Transaction Expenses) of the Operating Companies, in each case immediately prior to the Closing and calculated in accordance with the Accounting Principles and using only the line items used in the calculation of the Working Capital Target (such line items have been agreed upon by the parties and are set forth on Exhibit L attached hereto).

"Working Capital Target" means an amount equal to the product of (a) the Trailing Three Months Revenue and (b) 36.6%.

"Yearly Financials" is defined in Section 5.6.1(a).

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Exhibit A

Exchange Agreement

(See attached.)

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CONTRIBUTION AND EXCHANGE AGREEMENT

THIS CONTRIBUTION AND EXCHANGE AGREEMENT (this "Agreement"), is made and entered into as of December 22, 2015, by and among NCFP Group LLC, a South Carolina limited liability company ("Group"), and each of the individuals set forth on the signature pages hereto (collectively, the "Contributors").

RECITALS

A. Group has authorized the sale and issuance of 100% of Group's Membership Interests (as defined in the Operating Agreement, as defined below) (the "Purchased Interests") to the Contributors in exchange for the contribution to Group of all of the issued and outstanding membership interests in Colonial Family Practice, LLC, a South Carolina limited liability company ("CFP"), held by the Contributors (the "Contributed Interests").

B. Contributors desire to acquire from Group, and Group desires to transfer to Contributors, the Purchased Interests in exchange for the Contributed Interests, and Contributors desire to contribute the Contributed Interests to Group, in exchange for the issuance by Group of the Purchased Interests on the terms and conditions set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement, intending to be legally bound, agree as follows:

1. Authorization; Contribution; and Sale.

1.1 Authorization of Shares. Group has authorized the sale and issuance to Contributors of the Purchased Interests. The Purchased Interests have the rights, preferences, privileges, and restrictions set forth in the Articles of Organization of Group attached hereto as Exhibit A (the "Charter") and in the Operating Agreement of Group, dated as of December 10, 2015 and attached hereto as Exhibit B (the "Operating Agreement"), by and among Group and the Contributors (together with the Charter, the "Governing Documents").

1.2 Contribution of Contributed Interests; Sale and Purchase of Purchased Interests. At the Closing (as defined below), (a) each Contributor shall contribute, transfer, convey, assign and deliver to Group, and Group shall acquire and accept from each Contributor, all of the Contributed Interests held by such Contributor, free and clear of all liens, charges, encumbrances, security interests, pledges, equities and claims of any kind or nature whatsoever ("Encumbrances") and (b) Group shall issue and sell to each Contributor, and each Contributor shall purchase from Group, the number of Purchased Interests set forth opposite such Contributor's name as set forth on Exhibit C hereto in exchange for such Contributor's contribution to Group of all of the Contributed Interests held by such Contributor. The sale of the Purchased Interests to each Contributor hereunder shall constitute a separate sale hereunder.

1.3 Tax Treatment. The parties hereto intend that the transfer of the Contributed Interests to Group, followed by the election by Group to treat CFP as a "qualified subchapter S subsidiary" of Group, to constitute a reorganization described under Section 368(a)(1)(F) of the U.S. Internal Revenue Code of 1986, as amended (the "Code"), and this Agreement shall constitute the plan of reorganization within the meaning of Sections 354 and 361 of the Code.

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2. Closing.

2.1 Closing. The closing (the "Closing") of the transactions contemplated by this Agreement (the "Transactions") shall take place at the offices of Adams and Reese LLP ("A&R"), in Columbia, South Carolina at 10:00 a.m., South Carolina time, on the date hereof, or at such other time and place as the parties may agree.

3. Representations and Warranties of Contributor. Each Contributor, individually and not for any other Contributor, represents and warrants to Group that the following representations and warranties are true and correct as of the Closing as follows:

3.1 Residence. Contributor's principal place of business or domicile or State of residence, as the case may be (and the state in which the investment decision to purchase the Purchased Interests was made), is the State as set forth in the address opposite Contributor's name on Exhibit C hereto and the offer and acceptance regarding the Purchased Interests occurred in such state.

3.2 Accredited Investor. Contributor is an "accredited investor" within the meaning of Rule 501(a) of Regulation D promulgated by the Securities and Exchange Commission (the "Commission") under the U.S. Securities Act of 1933, as amended (the "Act"). Contributor has such knowledge and experience in financial and business matters that Contributor is capable of evaluating the merits and risks of the investment to be made by Contributor hereunder. Contributor understands and has taken cognizance of all the risk factors related to the investment in the Purchased Interests, including a total loss of Contributor's investment.

3.3 Purchase for Own Account. Contributor is acquiring the Purchased Interests for Contributor's own account, and not directly or indirectly for the account of any other Person, for investment purposes only and not with any view to, or for resale in connection with, any distribution or public offering thereof within the meaning of the Act. Contributor further represents that Contributor does not presently have any contract, undertaking, agreement, or arrangement with any Person to sell, transfer or grant participations to such Person or to any third party with respect to any of the Purchased Interests. For purposes of this Agreement, "Person" shall mean any individual or corporation, association, partnership, limited liability company, joint venture, joint stock, or other company, business trust, trust, organization, labor union, governmental authority, or other entity of any kind.

3.4 Restricted Securities. Contributor understands that (a) the Purchased Interests have not been registered under the Act or applicable state securities laws, and (b) no federal or state agency has made any finding or determination as to the fairness for investment, nor any recommendation or endorsement, of the Purchased Interests. Contributor is fully informed and aware of the circumstances under which the Purchased Interests must be held and the restrictions upon the resale of the Purchased Interests under the Act and any applicable state securities laws. Contributor understands that the Purchased Interests may not be resold unless they are registered under the Act and any applicable state securities laws or unless an exemption from such registration is available, that the availability of an exemption may depend on factors over which Contributor has no control, that unless so registered or exempt from registration, the Purchased Interests may be required to be held for an indefinite period and that the reliance of Group and others upon the exemptions from registration referred to in this Section 3.4 is predicated in part upon this representation and warranty. Contributor understands that an exemption from registration is not presently available pursuant to Rule 144 promulgated by the Commission under the Act, that there is no assurance that such exemption will ever become available to Contributor and that, even if it were to become available, sales pursuant to Rule 144 would be limited in amount and could only be made in full compliance with the provisions of Rule 144.

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3.5 Disclosure of Information. Contributor has received and reviewed each of the Governing Documents.

3.6 Authorization; Enforceability; Organization, Existence and Good Standing; Absence of Conflicts. Contributor has the full authority or capacity, as applicable, to enter into this Agreement and the Operating Agreement (collectively, the "Transaction Agreements") and to perform Contributor's obligations hereunder and thereunder. Each Transaction Agreement has been duly and validly executed and delivered by Contributor, and each Transaction Agreement constitutes a legal, valid, and binding obligation of Contributor, enforceable against Contributor in accordance with its terms, except as its enforceability may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or similar laws from time to time in effect that affect the enforcement of creditors' rights generally and legal, equitable, and public policy principles ("Enforceability Exceptions"). Contributor's execution, delivery and performance of this Agreement does not and will not (a) constitute a breach or violation of any law, rule, regulation, material agreement, indenture, deed of trust, mortgage, lease, license, loan agreement or any other agreement to which Contributor is a party or by which Contributor or any of his or her assets are bound or affected; (b) constitute a violation of any order, judgment or decree by which Contributor or any of the Contributor's Contributed Interests are bound or affected; (c) result in the creation of any liens, charges, encumbrances, security interests, pledges, equities and claims of any kind or nature whatsoever on any of Contributor's Contributed Interests; or (d) require any authorization or consent of any third party or agency.

3.7 Title to Contributed Interests. Contributor owns of record and beneficially, and is transferring to the Group by this Agreement, all of Contributor's right title and interest in and to the number of Contributed Interests set forth opposite Contributor's name as set forth on Exhibit C under the heading "Contributed Interests" free and clear of Encumbrances, and further free of any restrictions on transfer, options, warrants, purchase rights, contracts, commitments, equities, claims and demands. Contributor is (a) not a party to any option, warrant, purchase right, redemption or other contract or commitment that could require Contributor to sell, transfer, or otherwise dispose of any of his right, title, or interest in the Contributed Interests or that otherwise relates to the voting, purchase, redemption or other acquisition of any interest in the Company, and (b) Contributor is not a party to any voting trust, proxy, or other arrangement or understanding with respect to the voting of any of the Contributed Interests.

3.8 Contributor Can Protect Its Interest. Except as expressly provided for in this Agreement, no representations or warranties have been made to Contributor by Group, any member, shareholder, director, officer, employee, agent, or affiliate of Group, or any other Person with respect to Contributor's investment in the Purchased Interests (including with respect to the economic or tax effect of such investment), and Contributor has not relied on any representations, warranties, projections or other information (whether oral or written) from Group, any of its members, shareholders, directors, officers, employees, agents, or affiliates, or any other Person in connection with its investment in the Purchased Interests (including with respect to the economic or tax effect of such investment). Except for the Transaction Agreements, there are no agreements, contracts, understandings, or commitments with respect to Contributor's investment in the Purchased Interests between Contributor on the one hand and Group or any member, shareholder, director, officer, employee, agent, or affiliate of Group on the other hand. Contributor has had full access to Group's books and records to the extent requested and has had the opportunity to ask questions of and receive answers from the directors and officers of Group, and that to the extent asked, all such questions have been answered to the full satisfaction of Contributor. Contributor's financial situation is such that Contributor can afford to bear the economic risk of holding the Purchased Interests for an indefinite period of time, has adequate means for providing for Contributor's current needs and personal contingencies, and can afford to suffer a complete loss of Contributor's investment in the Purchased Interests. The Purchased Interests are a speculative investment

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that involves a high degree of risk of loss of Contributor's investment therein. Contributor's investment in the Purchased Interests is subject to dilution by the issuance of additional equity interests by Group, and Contributor is not entitled to any preemptive, tag-along, information or other investor rights with respect to the Purchased Interests, other than as expressly set forth in the Transaction Agreements or as otherwise provided under applicable law. Contributor has made its own independent evaluation of the Purchased Interests, including the economic and tax effect of them, either through its own analysis or through representatives such as legal counsel or accountants.

3.9 No Brokers or Finders. No Person has or will have, as a result of any act or omission of Contributor, any right, interest or valid claim against or upon Group for any commission, fee, or other compensation as a finder or broker, or in any similar capacity, in connection with the Transactions.

4. Representations and Warranties of Group. Group hereby represents and warrants to Contributors that the following representations and warranties are true and correct as of the Closing:

4.1 Organization; Power and Authority. Group is duly organized, validly existing and in good standing under the laws of the State of South Carolina. Group has all requisite limited liability company power and authority to own its properties, to carry on its business as presently conducted, and to enter into and perform the Transaction Agreements and carry out the Transactions and the transactions contemplated by the Operating Agreement. Group is not in violation of any term or provision of its Governing Documents, each as in effect as of this date.

4.2 Enforceability; Authorization; Compliance with Other Instruments. The Transaction Agreements are valid and legally binding obligations of Group, enforceable against Group in accordance with their respective terms, except as limited by applicable Enforceability Exceptions. The execution, delivery, and performance of the Transaction Agreements and the sale and delivery of the Purchased Interests in accordance with this Agreement have been duly authorized by all necessary limited liability company action of Group. The execution, delivery and performance of the Transaction Agreements, including the sale and delivery of the Purchased Interests and the performance of any transactions contemplated by the Transaction Agreements will not (a) violate, conflict with or result in a default (whether after the giving of notice, lapse of time or both) under any contract or obligation to which Group or any of its subsidiaries is a party or by which it, any of its subsidiaries or any of its or its subsidiaries' assets are bound, or any provision of the Governing Documents, or cause the creation of any Encumbrance upon any of the assets of Group or any of its subsidiaries; (b) violate, conflict with or result in a default (whether after the giving of notice, lapse of time or both) under, any provision of any law, regulation or rule, or any order of, or any restriction imposed by any court or other governmental agency applicable to Group or any of its subsidiaries; (c) require from Group or any of its subsidiaries any notice to, declaration or filing with, or consent or approval of any governmental authority or other third party other than pursuant to federal or state securities or blue sky laws; or (d) accelerate any obligation under, or give rise to a right of termination of, any agreement, permit, license or authorization to which Group or any of its subsidiaries is a party or by which it or any of its subsidiaries is bound.

4.3 Capitalization. Immediately prior to the consummation of the Transactions, none of the Membership Interests of Group will be issued and outstanding. Immediately after the consummation of the Transactions, (a) 100% of Group's Membership Interests will be issued and outstanding and (b) all of the Contributed Interests will be owned by Group. Except as contemplated in the Transaction Agreements, there are no outstanding subscriptions, options, warrants, phantom rights, commitments, agreements, arrangements or commitments of any kind for or relating to the issuance, or sale of, or outstanding securities convertible into or exchangeable for, any of the Purchased Interests or any other Membership Interests of Group. When issued, the Purchased Interests will be validly issued

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and fully paid and will have been offered, issued, sold and delivered in compliance with applicable federal and state securities laws. Other than as set forth in the Transaction Agreements, there are no (y) liens or other encumbrances on the Purchased Interests, or (z) preemptive rights, rights of first refusal, put or call rights or obligations or anti-dilution rights with respect to the issuance, sale or redemption of the Purchased Interests. Other than the rights set forth in the Transaction Agreements, there are no rights to have the Purchased Interests registered for sale to the public pursuant to the laws of any jurisdiction, and there are no agreements to which Group is a party or of which it is otherwise aware, other than the Transaction Agreements, relating to the voting of Group's voting securities or restrictions on the transfer of the Purchased Interests or any other Membership Interests of Group.

4.4 Offering; No Disqualification Event. Subject in part to the truth and accuracy of the representations and warranties of Contributors set forth in Section 3, the offer, sale, and issuance of the Purchased Interests as contemplated by this Agreement will be issued in compliance with all applicable federal and state securities laws. None of the "Bad Actor" disqualifying events described in Rule 506(d)(1)(i) to (viii) promulgated under the Act (a "Disqualification Event") is applicable to Group, except for a Disqualification Event as to which Rule 506(d)(2)(ii–iv) or (d)(3), is applicable.

4.5 No Brokers or Finders. No Person has or will have, as a result of any act or omission of Group or any of its subsidiaries, any right, interest or valid claim against or upon Group or Contributors for any commission, fee or other compensation as a finder or broker, or in any similar capacity, in connection with the Transactions.

5. Limitations on Transfer.

5.1 Restrictions on Transfer. Each Contributor agrees not to sell, assign, transfer, offer, pledge or otherwise dispose of all or any portion of the Purchased Interests except as permitted under the Operating Agreement, as amended, restated, modified or supplemented from time to time, and unless (a) a registration statement relating thereto has been duly filed and becomes effective under the Act and all applicable state securities laws, or (b) such sale, assignment, transfer, offer, pledge, or other disposition is exempt from the registration and prospectus delivery requirements of the Act and such laws and, in the case of a transaction pursuant to this clause (b), Group will not, as a result of such sale, assignment, transfer, offer, pledge or other disposition, be required to register its securities under the Securities Exchange Act of 1934, as amended.

5.2 Legends. To the extent required by the Governing Documents, any certificate(s) representing the Purchased Interests shall bear such legends as are required under the Governing Documents.

6. Miscellaneous.

6.1 Survival. All representations, warranties, covenants, and agreements of Group and Contributors contained in or made pursuant to this Agreement shall survive the execution and delivery of this Agreement and the Closing, with any representations and warranties surviving until the first anniversary of the date hereof.

6.2 Governing Law; Exclusive Jurisdiction; Venue; Jury Trial Waiver. THIS AGREEMENT AND ANY CONTROVERSY ARISING OUT OF OR RELATING TO 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 CONFLICTING PROVISION OR RULE (WHETHER OF THE STATE OF SOUTH CAROLINA OR ANY OTHER JURISDICTION) THAT WOULD CAUSE THE LAWS OF

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ANY JURISDICTION OTHER THAN THE STATE OF SOUTH CAROLINA TO BE APPLIED. IN FURTHERANCE OF THE FOREGOING, THE INTERNAL LAW OF THE STATE OF SOUTH CAROLINA WILL CONTROL THE INTERPRETATION AND CONSTRUCTION OF THIS AGREEMENT, EVEN IF UNDER SUCH JURISDICTION'S CHOICE OF LAW OR CONFLICT OF LAW ANALYSIS, THE SUBSTANTIVE LAW OF SOME OTHER JURISDICTION WOULD ORDINARILY APPLY. EACH PARTY AGREES THAT ANY ACTION BROUGHT BY ANY PARTY UNDER OR RELATED TO THIS AGREEMENT, INCLUDING TO INTERPRET OR ENFORCE ANY PROVISION OF THIS AGREEMENT AND WHETHER ARISING IN CONTRACT, TORT, EQUITY OR OTHERWISE, SHALL BE BROUGHT IN, AND EACH PARTY AGREES TO AND DOES HEREBY CONSENT AND SUBMIT TO THE EXCLUSIVE JURISDICTION AND VENUE OF, THE UNITED STATES DISTRICT COURT IN SUMTER COUNTY, SOUTH CAROLINA (OR, IF FEDERAL JURISDICTION DOES NOT EXIST, ANY STATE COURT LOCATED IN SUMTER COUNTY, SOUTH CAROLINA), AND ANY APPLICABLE APPELLATE COURTS. EACH PARTY HEREBY WAIVES ANY OBJECTION TO SUCH COURTS THAT SUCH PARTY MAY HAVE BASED ON LACK OF VENUE OR FORUM NON CONVENIENS. EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, DISPUTE, PROCEEDING, OR SUIT, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, BETWEEN OR AMONG THE PARTIES ARISING OUT OF OR RELATED TO THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH. ANY PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF EACH PARTY TO THE WAIVER OF SUCH PARTY'S RIGHT TO TRIAL BY JURY.

6.3 Attorney's Fees. In the event that any suit or action is instituted to enforce any provision in this Agreement, the prevailing party in such dispute shall be entitled to recover from the losing party all fees, costs and expenses of enforcing any right of such prevailing party under or with respect to this Agreement, including such reasonable fees and expenses of attorneys and accountants, which shall include, all fees, costs and expenses of appeals.

6.4 Successors and Assigns. Except as otherwise expressly provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors, assigns, heirs, executors, and administrators.

6.5 Entire Agreement. This Agreement, the exhibits and schedules hereto, the Governing Documents, and the other documents delivered pursuant thereto constitute the full and entire understanding and agreement among the parties with regard to the subjects hereof and no party shall be liable or bound to any other in any manner by any oral or written representations, warranties, covenants and agreements except as specifically set forth herein and therein.

6.6 Severability. If any provision or application of this Agreement is held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect other provisions or applications which can be given effect, and this Agreement shall be construed as if the invalid, illegal or unenforceable provision or application had never been contained herein or prescribed hereby. In lieu of such invalid, illegal or unenforceable provision there shall be added automatically as a part hereof a provision as similar in terms and economic effect to such invalid, illegal or unenforceable provision as may be possible and be valid, legal and enforceable.

6.7 Amendments and Waivers. Any term or provision hereof may be amended, terminated, or waived, either retroactively or prospectively and either generally or in a particular instance, with the written consent of Group and Contributors holding a majority of the Purchased Interests.

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6.8 Counterparts; Electronic Signatures. This Agreement may be executed in counterparts and delivered by facsimile, PDF or other means of electronic transmission, each of which when so executed and delivered shall be deemed to be an original, and all of which counterparts shall together constitute but one and the same instrument.

6.9 Notices. All notices and other communications required or permitted hereunder shall be in writing and shall be deemed effectively given: (a) upon personal delivery to the party to be notified, (b) when sent by email (provided that such email is subsequently acknowledged by the party to be notified), (c) five business days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one business day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent (x) if to Group, to NCFP Group LLC, 325 Broad Street, Sumter, South Carolina, 29150, Attn: Clayton R. Lowder, III (with copies, which shall not constitute notice, to Adams and Reese LLP, 1501 Main Street, 5th Floor, Columbia, SC 29201, Attn: Robert P. Bethea, Jr., Email: Rob.Bethea@arlaw.com); (y) if to Contributors to the address set forth opposite each Contributor's name as set forth on Exhibit C or (z) at such other address or email address as such party may designate by 10 days' advance written notice to the other parties hereto.

6.10 Exculpation of Contributor. The determination of each Contributor to acquire the Purchased Interests pursuant to this Agreement has been made by such Contributor independent of any other Contributor and independent of any statements or opinions as to the advisability of such acquisition or as to the properties, business, prospects or condition (financial or otherwise) of Group and its subsidiaries that may have been made or given by any other Contributor or by any agent or employee of any other Contributor. In addition, it is acknowledged by each Contributor that no Contributor has acted as an agent of any other Contributor in connection with making its investment hereunder and that no Contributor shall be acting as an agent of any other Contributor in connection with monitoring its investment hereunder. Each Contributor agrees that no Contributor nor the respective controlling Persons, officers, directors, managers, partners, agents or employees of any Contributor shall be liable to any other Contributor for any action heretofore or hereafter taken or omitted to be taken by any of them in connection with such Contributor's acquisition of the Purchased Interests.

6.11 Waiver of Conflicts. Each party to this Agreement acknowledges that A&R has, in the past, performed and is or may now, or in the future, represent CFP, Group, any Contributor, or any of their respective affiliates in matters unrelated to the Transactions, including representation of any such Person in matters of a similar nature to the Transactions. The applicable rules of professional conduct require that A&R inform the parties hereto of this representation and obtain their consent. A&R has served as outside general counsel to Group, and has negotiated the terms of this Agreement solely on behalf of Group. Each Contributors hereby (x) acknowledges that he or she has had an opportunity to ask for and has obtained information relevant to A&R's representation of Group with respect to the Transactions and A&R's representation of Group, CFP, certain Contributors, and their respective affiliates in connection with other matters, including disclosure of the reasonably foreseeable adverse consequences of such representation, (y) acknowledges that with respect to the Transactions, A&R has represented solely Group, and not the Contributors or any other member, shareholder, director or employee of Group, and (z) gives its informed consent to A&R's representation of Group with respect to the Transactions.

6.12 Interpretation. The headings contained herein are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement. All Section references are to Sections of this Agreement unless otherwise stated. Whenever the term "include" or "including" is used in this Agreement, it shall mean "including, without limitation," (whether or not such language is specifically set forth) and shall not be deemed to limit the range of possibilities to those items specifically enumerated. The words "hereof", "herein" and "hereunder" and words of similar import refer to this

Agreement as a whole and not to any particular provision. Terms defined in the singular have a comparable meaning when used in the plural and vice versa. The masculine, feminine or neuter gender shall be deemed to include the others whenever the context so indicates or requires. The word "or" shall not be exclusive. All references herein to a "party" or "parties" are to a party or parties to this Agreement unless otherwise specified.

6.13 Third-Party Beneficiaries. The parties hereto acknowledge and agree that Varsity Family Care Partners, LLC and Varsity Management Company, LLC are third-party beneficiaries with respect to the provisions of Section 3.7.

[*The remainder of this page is intentionally left blank.*]

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

GROUP:

NCFP GROUP LLC

By: _____
Name: Clayton R. Lowder, III, M.D.
Title: Manager

CONTRIBUTORS:

_____
Dr. Clayton R. Lowder III, M.D.

_____
Dr. David G. Whaley, M.D.

_____
Dr. Mitchell R. Grunsky, M.D.

_____
Dr. Jason Michael Leonard, M.D.

_____
Dr. Thomas L. Lucas III, M.D.

_____
Dr. Christopher M. Mahr, M.D.

_____
Dr. Edward J. Meyers, M.D.

_____
Dr. Ike C. Stewart, M.D.

_____
Dr. Carlos Soto, M.D.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

GROUP:

NCFP GROUP LLC

By:_____
Name: Clayton R. Lowder, III, M.D.
Title: Manager

CONTRIBUTORS:

_____
Dr. Clayton R. Lowder III, M.D.

_____
Dr. David G. Whaley, M.D.

_____
Dr. Mitchell R. Grunsky, M.D.

_____
Dr. Jason Michael Leonard, M.D.

_____
Dr. Thomas L. Lucas III, M.D.

_____
Dr. Christopher M. Mahr, M.D.

_____
Dr. Edward J. Meyers, M.D.

_____
Dr. Ike C. Stewart, M.D.

Carlos Soto
Dr. Carlos Soto, M.D.

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7.12.5 Temporary Doctor Owners. From the date hereof until the consummation of the Final Approval Transfer, this Section 7.12 shall apply with respect to each Temporary Doctor Owner *mutatis mutandis*.

8. EMPLOYEES AND EMPLOYEE BENEFITS

8.1 Employees. Schedule 8.1 lists all of Seller's employees who are not Healthcare Providers (collectively, "Non-Practitioner Employees"), as of the date hereof, including for each such employee, his or her (i) name, (ii) job title, (iii) department, (iv) base salary or wage rate, (v) date of hire, (vi) status as a full-time or part-time employee, (vii) location, (viii) 2014 bonus or commission, and (ix) exempt or non-exempt status. Schedule 8.1 also lists the name of each Non-Practitioner Employee who was on a leave of absence as of the date hereof.

8.1.1 Offer of Employment. Buyer shall offer employment with Management Service Company to those of the Non-Practitioner Employees listed on Schedule 8.1 selected by Buyer. Such offers shall be conditioned upon the Closing occurring. Buyer shall have the right to discuss such offers with Non-Practitioner Employees prior to the Closing.

8.1.2 Continuing Employees. All Non-Practitioner Employees who accept such offer and who actually commence employment with Buyer are referred to as "Continuing Employees." All Non-Practitioner Employees who are not provided with such offer or who reject Buyer's employment offer are referred to as "Rejecting Employees."

8.1.3 Employment Agreements. At the Closing, Seller shall enter into an employment agreement with each Beneficial Owner in substantially the form attached hereto as Exhibit M (collectively, the "Employment Agreements").

8.1.4 Purchaser Obligations. Nothing in this Agreement shall obligate Buyer to continue the employment of any Continuing Employee after the Closing for any period; provided, however, that Buyer shall be responsible for the payments and benefits to be provided to Continuing Employees in accordance with Section 8.2, and continuation coverage for Continuing Employees in accordance with Section 8.2, as well as any other potential liability relating to any discontinuation of the employment of any Continuing Employee on or after the Closing. Buyer shall not have any obligation whatsoever to provide severance benefits, continuation coverage or any other benefit to any Rejecting Employee or any Non-Practitioner Employee. Buyer shall provide Seller with a written list of all Non-Practitioner Employees who reject Buyer's employment offer within five (5) business days after the Closing.

8.2 Employee Benefits.

8.2.1 Benefit Plans.

(a) Management Service Company, Buyer or their ERISA Affiliates will establish employee benefit plans and programs that are substantially comparable in the aggregate to the employee benefit plans and programs in place for Continuing Employees under Company Plans, immediately prior to Closing (collectively, "Buyer Plans"). Following the Closing, Seller and its ERISA Affiliates shall continue to satisfy when due all outstanding obligations to Continuing Employees and/or Rejecting Employees under Company Plans (including the payment of all amounts triggered by the termination of the employment of Continuing Employees and/or Rejecting Employees).

Schedule 8.1

Employees

[*see attached*]

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Payroll Name	Job Title	Rate Type	Rate Amount	Rate 2	Hire Date	Employee Type	Location
Adams, Alexia G	Certified Nursing Assistant	Hourly	[redacted]		03/24/2014	Full-time Regular	Main Loc 1
Adkins, Heather N	LPN	Hourly			09/12/2012	As Needed	Pediatrics-Sumter
Allen, Gloria D	Patient Assistant Coordinator	Hourly			06/20/2013	Full-time Regular	Main Loc 1
Alston, Albertha M	Biller	Hourly			01/17/2013	Full-time Regular	Wesmark Billing
Anderson, Latoya	Scheduling Assistant	Hourly			06/07/2010	Full-time Regular	Main Loc 1
Anderson, Samantha L	Certified Medical Assistant	Hourly			09/01/2015	Full-time Regular	Main Loc 1
Anderson, Sharon Brown	Medical Assistant	Hourly			08/13/2015	Part-time Regular	Columbia
Andrews, Wyteria L	Tech	Hourly			12/20/2012	Full-time Regular	Main Loc 1
Ardis, Delilah Denean	Receptionist	Hourly			11/06/2015	Full-time Regular	Pediatrics-Sumter
Ardis, Erica Marie	Biller	Hourly			03/22/2011	Full-time Regular	Wesmark Billing
Ardis, Stephanie A	Nursing Station	Hourly			10/23/2014	Full-time Regular	Main Loc 1
Ardis, Stephanie L.	Biller	Hourly			05/29/2014	Full-time Regular	Wesmark Billing
Bailey, Lyndsay E	Scribe	Hourly			07/19/2012	Full-time Regular	Dr. Mahr
Barr, Courtney E.	Receptionist	Hourly			04/16/2014	Full-time Regular	Dr. Mahr
Barrineau, Amy L	Medical Assistant	Hourly			12/15/2006	As Needed	Main Office - Floater
Bartlette, Sharron	Medical Technologist	Hourly			06/24/2015	As Needed	Main Loc 1
Bays, Brittany Nicole	Clinical	Hourly			08/13/2015	Full-time Regular	Main Loc 1
Bean, Brian D.	Lab Tech	Hourly			04/16/2015	As Needed	Main Loc 1
Bean, Penelope A.	Lab Tech	Hourly			05/21/2015	Full-time Regular	Dr. Mahr
Beaton, Lori E	Corporate Financial Officer	Hourly			12/02/2013	As Needed	Wesmark
Berry, Allison K	Certified Medical Assistant	Hourly			06/17/2013	Part-time Regular	Urgent Care
Biener, Taylor Brooke	Medical Assistant	Hourly			10/01/2015	Full-time Regular	Main Loc 1
Blanding, Nancy Hunter L	LASER	Salary			08/16/2004	Full-time Regular	Main Loc 1
Blank, Laine E.	Scribe	Hourly			03/09/2015	Part-time Regular	Main Loc 1
Boan, Jonathan Scott	Radiology Tech	Hourly			06/22/2011	As Needed	Main Loc 1
Bohl, Robin G.	Medical Assistant	Hourly			02/24/2015	Full-time Regular	Main Loc 1
Boland, Erica S	Registered Nurse Aide	Salary			04/17/2006	Full-time Regular	Main Loc 1
Bonaparte, Natarsha R.	Ultrasound Tech	Hourly			11/10/2010	As Needed	Travel Tech
Boutwell, Elizabeth C	X-Ray Tech	Hourly			06/21/2012	Full-time Regular	Main Loc 1
Boyce, Amber R	Scribe	Hourly			09/17/2013	Full-time Regular	Manning
Boyd - Nelson, Clayanka R	Certified Nursing Assistant	Hourly			11/17/2015	Full-time Regular	Urgent Care
Boyd, Debra J	Certified Medical Assistant	Hourly			09/26/2013	As Needed	Urgent Care
Bradley, Erica L.	Medical Technologist	Hourly			05/12/2015	As Needed	Main Loc 1
Bradley, Karen W.	Registered Medical Assistant	Hourly			01/07/2015	Full-time Regular	Main Loc 1
Bradley, Stephanie R.	Scheduling Assistant	Hourly			05/19/2014	As Needed	Main Loc 1
Branham, Elizabeth A	Biller	Hourly			01/04/2013	Full-time Regular	Wesmark Billing
Brasington, Amanda K	LPN	Hourly			09/27/2012	Full-time Regular	Main Loc 1
Braxton, Brittany L	Certified Medical Assistant	Hourly			07/24/2014	As Needed	Urgent Care
Brewer, Angela C.	Lab Tech	Hourly			03/12/2015	Full-time Regular	Main Loc 1
Britt, Kimberly	Receptionist	Hourly			10/29/2009	Full-time Regular	Main Loc 2
Brock, Ashley N	Clinical	Hourly			01/31/2013	Full-time Regular	Main Loc 1
Brogdon, William T	Student	Hourly			05/28/2015	Student	Main Loc 1
Browder, Tara	Medical Assistant	Hourly			09/07/2010	Full-time Regular	Camden
Brown, Daisy	Receptionist	Hourly			08/04/2010	Full-time Regular	Camden
Brunson, Katie Marie	Student	Hourly			10/26/2015	Student	Main Loc 1
Burnish, Cassandra N	Biller	Hourly			11/21/2013	Full-time Regular	Wesmark Billing
Cahill, Joseph B.	Biller	Hourly			05/07/2015	Student	Wesmark Billing

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Campbell, Camilla R.	Certified Nursing Assistant	Hourly	[redacted]	11/06/2014	Full-time Regular	Main Office - Floater
Cannon, Caitlyn N.	Administrative Assistant	Hourly		01/30/2015	As Needed	Wesmark
Cannon, Melissa C	Controller	Salary		09/23/2013	Full-time Regular	Wesmark
Canty, Tonya L	Lab Tech	Hourly		10/18/2012	Full-time Regular	Main Loc 1
Caples, Angela M.	Lab Tech	Hourly		02/12/2015	Full-time Regular	Main Loc 1
Carlton, Amy L.	Echo Tech	Hourly		11/06/2014	As Needed	Main Loc 1
Carlton, Christopher L	Nuclear Tech	Hourly		04/18/2013	Full-time Regular	Main Loc 1
Carroll, Kayla Talesha	Receptionist	Hourly		08/12/2015	Full-time Regular	Main Loc 1
Cate, Edward L.	Scribe	Hourly		02/27/2015	As Needed	Main Loc 1
Caughman, Leslie D	Counselor			08/16/2009	Full-time Regular	Pediatrics-Sumter
Champagne, Jessica D.	Scheduling Assistant	Hourly		06/11/2015	Full-time Regular	Wesmark Billing
Chandler, Stephanie F	Medical Assistant	Hourly		08/19/2013	Full-time Regular	Main Loc 1
Chapman, Honey Dawn	Certified Medical Assistant	Hourly		10/08/2010	Part-time Regular	Main Loc 1
Choice, Sarah A	Receptionist	Hourly		08/29/2013	Full-time Regular	Urgent Care
Christmas, Kendall L.	Medical Assistant	Hourly		07/31/2014	Full-time Regular	Main Loc 2
Cogdill, Christopher Blake		Hourly		05/31/2014	As Needed	Main Loc 1
Craven, Nicholas C.	Student	Hourly		05/15/2014	Student	Urgent Care
Craver, Sue B.	LASER			12/08/2014	Consultant	Main Loc 1
Davis, Lavetra S.	Precertifier	Hourly		07/29/2015	Full-time Regular	Wesmark Billing
Davis, Myranda Lashay	X-Ray Tech	Hourly		12/05/2013	As Needed	Main Loc 1
Davis, Robert S.	Student	Hourly		06/18/2015	Student	Main Loc 1
Deshner, Jessica R.	LAB	Hourly		05/15/2014	Full-time Regular	
Disher, Stephanie	Clinical	Hourly		09/15/2010	Full-time Regular	Main Loc 1
Doane, Lisa K	Scribe	Hourly		08/12/2015	Full-time Regular	Urgent Care
Donahue, Tracy A	Biller	Hourly		04/12/2012	Full-time Regular	Wesmark Billing
DuBose, Hallie M.	Pharmacist	Hourly		07/03/2014	Full-time Regular	Main Loc 1
DuBose, Savannah G.	Student	Hourly		05/07/2015	Student	Main Loc 1
Dubose, Celena Evett	Medical Assistant	Hourly		07/05/2012	Part-time Regular	Urgent Care
Dudley, Sonja G.	Certified Medical Assistant	Hourly		08/07/2014	Full-time Regular	Urgent Care
Durant, Brenda D	Biller	Hourly		12/03/2012	Full-time Regular	Wesmark Billing
Durant, Sharnell	Nursing Station	Hourly		07/03/2014	Full-time Regular	Main Loc 1
Entwisle, Laura	Nursing Station	Hourly		10/21/2009	Full-time Regular	Main Loc 1
Etheredge, Amanda K.	Certified Medical Assistant	Hourly		09/18/2014	Full-time Regular	Dr. Mahr
Evans, Ashley Y	Certified Medical Assistant	Hourly		09/14/2015	Full-time Regular	Wesmark
Evans, Maria L	Medical Assistant	Hourly		09/27/2013	Full-time Regular	Manning
Evans, Rosa D	LAB	Hourly		09/27/2013	Full-time Regular	Manning
Farber, Tammy J	LPN	Salary		07/06/1998	Full-time Regular	Main Loc 1
Figueroa, Araceli Vanessa	Receptionist	Hourly		10/16/2015	Full-time Regular	Forest Drive
Floyd, Jennifer N	Medical Assistant	Hourly		03/25/2014	Part-time Regular	Urgent Care
Fogle, Joel C	SLEEP LAB	Hourly		12/19/2007	Full-time Regular	
Follin, Marsha R	Scribe	Hourly		02/03/2014	Full-time Regular	Urgent Care
Francis, Samantha W.	Certified Medical Assistant	Hourly		11/03/2014	Full-time Regular	Main Loc 1
Franqui, Jeannette	Certified Medical Assistant	Hourly		07/09/2015	Full-time Regular	Forest Drive
Freeman, Myra H	Nursing Station	Hourly		09/27/2013	Full-time Regular	Manning
Fulton, Antoinette L	Scanner	Hourly		11/14/2013	Full-time Regular	Wesmark
Fulton, Diane W	Nursing Station	Hourly		07/16/2007	Full-time Regular	Main Loc 1
Gallman, Patricia H	RMA-Referrals	Hourly		09/27/2013	As Needed	Manning
Garcia, Lisa M	LASER	Hourly		11/12/2012	Part-time Regular	

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Gardner, Sharon G	Scheduling Assistant	Salary	12/27/2005	Full-time Regular	Main Loc 1
Geddings, Alison P	Scheduling Assistant	Hourly	10/17/2013	Full-time Regular	Main Loc 1
Geddings, Courtney A	Scribe	Hourly	02/17/2014	Full-time Regular	Pain Clinic
Georgepul, Megan N	Scanner	Hourly	10/04/2013	Full-time Regular	Main Loc 1
Gerhold, Teri M	Phlebotomist	Hourly	07/28/2014	Full-time Regular	Wesmark
Geter, Debra D.	Scheduling Assistant	Hourly	11/06/2014	Full-time Regular	Main Loc 1
Gill, Nicole D	Certified Medical Assistant	Hourly	08/24/2015	Full-time Regular	Camden
Gonzalez, Evelyn R.	Receptionist	Hourly	04/02/2015	Full-time Regular	Forest Drive
Goodman, Quanda L	Scribe	Hourly	02/09/2012	Full-time Regular	Main Loc 1
Gravely, Peggie B	Front Desk	Hourly	06/06/2013	Full-time Regular	Main Loc 1
Green, Emani T.	Student	Hourly	05/07/2015	Student	Main Loc 1
Green, Jamesetta L	Certified Nursing Assistant	Hourly	01/02/2014	As Needed	Urgent Care
Griffin, Justina L	Biller	Hourly	02/24/2014	Full-time Regular	Wesmark Billing
Griswold, Kayla	RADIOLOGY	Hourly	06/16/2010	Full-time Regular	
Grogan, Leslie D	Registered Nurse	Hourly	01/03/1997	As Needed	
Grubb, Leoda R	Nursing Station	Hourly	08/29/2013	Full-time Regular	Main Loc 2
Hall, Meri J.	Adult Wellness	Hourly	05/01/2014	Part-time Regular	Main Loc 1
Hardee, Amanda A	LASER		04/07/2009	Part-time Regular	
Harris, Lizette C.	Ultrasound Tech	Hourly	05/14/2015	As Needed	Main Loc 1
Harry, Techina S	Receptionist	Hourly	06/16/2011	Full-time Regular	Urgent Care
Haskins, Dechawn L	LAB	Hourly	05/09/2007	Full-time Regular	
Hawkins, Desiree	BILLING	Salary	10/12/2010	Full-time Regular	Wesmark Billing
Hayes, Delilah M	Precertifier	Hourly	02/27/2014	Full-time Regular	Wesmark Billing
Head, Rebecca L.	Medical Assistant	Hourly	10/30/2014	Full-time Regular	Forest Drive
Henderson, Kimberly J	Certified Medical Assistant	Hourly	03/19/2010	As Needed	Main Office - Floater
Hickman, Olean B	Precertifier	Hourly	09/12/2013	Full-time Regular	Wesmark Billing
Hodge, Rondalyn M	Collections Processor	Hourly	08/25/2008	Full-time Regular	Wesmark Billing
Holladay, Sherry	Biller	Hourly	09/23/2009	Part-time Regular	Wesmark Billing
Holliday, Tara R.	Pharmacist	Hourly	04/23/2015	Full-time Regular	Main Loc 1
Holloman, Marcie T.	Medical Assistant	Hourly	04/14/2014	Part-time Regular	Urgent Care
Holmes, Gershona K	Echo Tech	Hourly	07/11/2013	Full-time Regular	Travel Tech
Hornsby, Brittany A	Scribe	Hourly	05/07/2015	Full-time Regular	Pediatrics-Sumter
Hornsby, Sharon R	Medical Assistant	Hourly	10/19/2015	Part-time Regular	Urgent Care
House, Ashley L.	Medical Assistant	Hourly	02/25/2015	Full-time Regular	Forest Drive
Hudson, Hazel G	Student	Hourly	05/14/2015	Student	Main Loc 1
Huggins, Brittany Nichole	Certified Medical Assistant	Hourly	09/16/2015	Full-time Regular	Main Loc 1
Huggins, Carrie J.	Biller	Hourly	05/07/2015	Full-time Regular	Wesmark Billing
Hughes, Lynda	Tech	Hourly	04/09/2015	Part-time Regular	Main Loc 1
Hunter, Sheila	Medical Assistant	Salary	08/11/2003	Full-time Regular	Main Loc 1
Hurley, Seger L.	Certified Medical Assistant	Hourly	04/23/2015	Part-time Regular	Urgent Care
Idlett, Shalonda A.	Scanner	Hourly	07/10/2014	Full-time Regular	Wesmark
Ingram, Cynthia A	Receptionist	Hourly	05/23/2013	Full-time Regular	Main Loc 1
Isaac, Marilyn A	Scribe	Hourly	06/03/2013	Full-time Regular	Urgent Care
Ivey, Daren	LAB	Hourly	01/16/2013	As Needed	Main Loc 1
Jackson, EmmaLeigh E.	Patient Care Coordinator/CGM	Hourly	03/31/2014	Full-time Regular	Main Loc 1
Jackson, Julie L	Medical Assistant	Hourly	05/02/2013	Full-time Regular	Pediatrics-Sumter
Jacoby, Patricia G.	Lab Tech	Hourly	02/02/2015	Full-time Regular	Main Loc 1
James, Angela K	Certified Medical Assistant	Hourly	01/23/2014	Full-time Regular	Pain Clinic

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James, Sharon C	RADIOLOGY	Hourly	[redacted]	09/20/2012	As Needed	Forest Drive
Jeffers, Anthony Gerald	Biller	Hourly		04/20/2011	As Needed	Wesmark Billing
Jenkins, Jovita J.	Scanner	Hourly		04/03/2014	Full-time Regular	Main Loc 2
Jewell, Brianna M.	Certified Nursing Assistant	Hourly		11/03/2014	Full-time Regular	Main Loc 1
Jewell, Phyllis	Receptionist	Hourly		09/13/2010	Full-time Regular	Main Loc 1
Johnson, Misty M	Scribe	Hourly		06/27/2013	Full-time Regular	Main Loc 1
Johnson, Terra Neshay	Scheduling Assistant	Hourly		11/09/2015	Full-time Regular	Main Loc 1
Jones, Breanna C.	Receptionist	Hourly		06/18/2015	Part-time Regular	Urgent Care
Jones, Portia J	Clinical	Hourly		11/21/2013	Full-time Regular	Main Loc 2
Joye, Monte S	Receptionist	Hourly		01/06/2012	Part-time Regular	Urgent Care
Kennedy, Makesha B.	Biller	Hourly		04/20/2015	Full-time Regular	Wesmark Billing
Kenner, Molly R	X-Ray Tech	Hourly		03/13/2014	Full-time Regular	Main Loc 1
Kirkland, Jessica M	Nuclear Tech	Hourly		04/11/2013	As Needed	Columbia
Knotts, Gloria Jill	Scribe	Hourly		08/31/2015	Full-time Regular	Camden
Lamb, April G.	Front Desk	Hourly		03/26/2015	Full-time Regular	Main Loc 1
Lang, Genesis A.	Lab Tech	Hourly		04/16/2015	Part-time Regular	Main Loc 1
Lawson, Keshia E	Lab Tech	Hourly		06/26/2006	Full-time Regular	Main Loc 1
Leblanc, Amber L	Certified Nursing Assistant	Hourly		07/25/2013	Full-time Regular	Wesmark
Lee, Alicia W	Nursing Station	Hourly		11/21/2013	Part-time Regular	Main Loc 1
Leonard, Susan E	Ultrasound Tech	Hourly		09/08/2011	Part-time Regular	Main Loc 1
Lewis, Christina L	Medical Assistant	Hourly		03/08/2010	Full-time Regular	Main Loc 1
Lindler, Wanda E.	Scribe	Hourly		07/24/2014	Full-time Regular	Forest Drive
Lingefelt, Laurie G.	Adult Wellness	Salary		12/11/2014	Full-time Regular	Main Loc 1
Lowder, Angelina R	Certified Medical Assistant	Hourly		04/04/2013	Full-time Regular	Urgent Care
Lowder, Rhett P	Scanner	Hourly		01/04/2005	Part-time Regular	Main Loc 1
Lynch, Heidi L	Scribe	Hourly		03/24/2014	Full-time Regular	Camden
Macloskie, Leah O.	LASER			07/07/2014		Main Loc 1
Magazine, Angela N	Front Desk Manager	Salary		06/03/2011	Full-time Regular	Main Loc 1
Maple, Sherino L.	Receptionist	Hourly		06/05/2014	As Needed	Forest Drive
Martin, Christina Nicole	Medical Assistant	Hourly		11/16/2015	Full-time Regular	Forest Drive
Mathis, Cindy Lynn	Receptionist	Hourly		10/13/2015	Full-time Regular	Wesmark
Mayfield, Janet Elaine	Receptionist	Hourly		10/19/2015	Full-time Regular	Main Loc 1
McBride, Helene A.	Precertifier	Hourly		07/07/2010	Full-time Regular	Wesmark Billing
McCall, Annie Marie	LAB	Hourly		10/08/2015	Full-time Regular	Urgent Care
McClain, Gloria J.	Tech	Hourly		07/23/2015	As Needed	Wesmark
McClam, Elizabeth	Certified Medical Assistant	Hourly		10/05/2015	Full-time Regular	Pain Clinic
McClary, Victoria	Precertifier	Hourly		08/17/2010	Full-time Regular	Wesmark Billing
McCloud, Sade P	Scribe	Hourly		09/16/2015	Full-time Regular	Forest Drive
McCormack, Christy S	LAB	Hourly			Full-time Regular	
McCormic, Jessica L	Certified Medical Assistant	Hourly		07/05/2012	Full-time Regular	Dr. Mahr
McCoy, Christopher	Nuclear Tech	Hourly		05/27/2003	Full-time Regular	Main Loc 1
McCoy, Cynthia B	EKG Tech	Hourly		12/08/1996	Full-time Regular	Main Loc 1
McCoy, Kayla M.	Scheduling Assistant	Hourly		04/30/2015	Full-time Regular	Main Loc 1
McCracken, Robin L	Scribe	Hourly		01/17/2013	Full-time Regular	Main Loc 1
McCray, Rahshi Y	Nursing Station	Hourly		06/20/2013	Full-time Regular	Main Loc 1
McElveen, Magen M	Receptionist	Hourly			Full-time Regular	Main Loc 1
McGary, Carrie E	Biller	Hourly		06/06/2013	Full-time Regular	Wesmark Billing
McKnight, Nevetta P	Collections Processor	Hourly		03/28/2013	Full-time Regular	Wesmark Billing

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McLeod, Crystal N.	Patient Assistant Coordinator	Hourly	[redacted]	02/20/2015	Full-time Regular	Main Loc 2
McMillan, Whitney A	BILLING	Hourly		10/25/2011	Part-time Regular	Wesmark Billing
Merck, Emily Rebecca	Biller	Hourly		10/29/2015	Full-time Regular	Wesmark Billing
Miller, Denise M	Ultrasound Tech	Hourly			Full-time Regular	Main Loc 1
Miller, Tesa M.	Scheduling Assistant	Hourly		04/07/2015	Full-time Regular	Main Loc 1
Mitchell, Shantera C.	Ultrasound Tech	Hourly		11/08/2012	Full-time Regular	Main Loc 1
Montgomery, Nicole	Receptionist	Hourly		09/17/2008	Full-time Regular	Wesmark
Moore, Chasity M	Registered Medical Assistant	Hourly		03/03/2014	As Needed	Main Loc 1
Moore, Latochia D	Scheduling Assistant	Hourly		07/09/2015	Full-time Regular	Dr. Mahr
Moore, Sarah D	Precertifier	Salary		01/11/2007	Full-time Regular	Wesmark Billing
Moore, Selena K	Certified Medical Assistant	Hourly		03/28/2013	Full-time Regular	Main Loc 2
Morales, Patricia A.	Receptionist	Hourly		04/21/2015	Full-time Regular	Manning
Morris, Lauren Jeanell	Scribe	Hourly		11/12/2015	Full-time Regular	Pediatrics-Sumter
Morris, Tiffany S	Registered Nurse	Hourly		08/20/2015	Part-time Regular	Main Loc 1
Munn, Elizabeth H.	Student	Hourly		05/07/2015	Student	Main Loc 1
Munn, Frederick N	Nuclear Tech	Hourly		03/27/2014	Full-time Regular	Main Loc 1
Murphy, Lauren N.	Certified Medical Assistant	Hourly		03/12/2015	Full-time Regular	Main Loc 1
Murray, Crystal J.	Scheduling Assistant	Hourly		11/03/2014	Full-time Regular	Main Loc 2
Murray, Sandra E	Scanner	Salary		06/09/2008	Full-time Regular	
Nathaniel, Renekka L	Scanner	Hourly		05/21/2015	Full-time Regular	Wesmark
Neal, Adrianna L.	Receptionist	Hourly		11/06/2014	Full-time Regular	Main Loc 1
Nelson, Ashley R.	AWV Scheduler	Hourly		11/18/2014	Full-time Regular	Main Loc 1
Nelson, Brittney L	Scribe	Hourly		01/26/2012	Full-time Regular	Urgent Care
Nelson, Jennifer L.	Registered Nurse	Hourly		09/15/2014	Full-time Regular	Main Loc 1
Nelson, Kimberely N.	Receptionist	Hourly		07/03/2014	Full-time Regular	Forest Drive
Nelson, Latoya E	Certified Medical Assistant	Hourly		01/02/2008	Full-time Regular	Main Loc 1
Nesbitt-Main, Lori K.	Medical Records Attendant	Hourly		05/02/2014	Full-time Regular	Wesmark Billing
Newkirk, Jamie	Medical Assistant	Hourly		05/10/2010	Full-time Regular	Pediatrics-Sumter
Oliver, Patience M.	Front Desk	Hourly		05/07/2014	Full-time Regular	
Osaki, Natalie M	Cash Processor	Hourly		06/27/2013	Full-time Regular	Wesmark Billing
Pack, Brittaney L.	X-Ray Tech	Hourly		02/27/2015	As Needed	Main Loc 1
Parker, Melissa A.	Receptionist	Hourly		05/21/2015	Full-time Regular	Dr. Mahr
Patao, Maria L	MRI Tech	Hourly		09/15/2006	Full-time Regular	Main Loc 1
Patrick, Allison S.	Receptionist	Hourly		10/16/2014		
Pedalino, Fawn M	Medical Assistant	Hourly		05/09/2013	Full-time Regular	Manning
Pedersen, Lauren E	Receptionist	Hourly		02/20/2015	Full-time Regular	Pain Clinic
Pepper, Kayla M.	Pharmacist Tech	Hourly		07/03/2014	Full-time Regular	Main Loc 1
Plikus, Monica M.	Medical Assistant	Hourly		05/14/2015	Full-time Regular	Main Loc 1
Pollard, Demetria S	Medical Assistant	Hourly		04/04/2013	Full-time Regular	Camden
Portee, Taneshia Moneake	Patient Assistant Coordinator	Hourly		09/28/2015	Full-time Regular	Main Loc 1
Posey, Sydne R.	Student	Hourly		05/14/2015	Student	Main Loc 1
Pressley, Nicole	CT Tech	Hourly		12/03/2009	Full-time Regular	Main Loc 1
Preston, Regina	Medical Assistant	Hourly		11/12/2014	Part-time Regular	Urgent Care
Preuninger, Shannon R	Scanner	Hourly		08/22/2011	Full-time Regular	Wesmark
Purvis, Ashley L	Medical Assistant	Hourly		06/19/2014	Full-time Regular	Main Loc 1
Ransom, Kenya	Nursing Station	Hourly		10/13/2009	Full-time Regular	Camden
Reyes, Romeo M	MRI Tech	Hourly		10/09/2006	Full-time Regular	Main Loc 1
Rhoades, Beth Anne	Cashier	Hourly		07/31/2014	Full-time Regular	Main Loc 1

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Rhoades, Stacy	Medical Assistant	Salary	[redacted]	08/25/2010	Full-time Regular	Main Loc 1
Rhoda, Terrin J.	Receptionist	Hourly		11/06/2014	Full-time Regular	Forest Drive
Ridgeway, Casey D.	Lab Tech	Hourly		03/05/2015	Full-time Regular	Main Loc 1
Rogers. Brittany L	Scribe	Hourly		07/30/2014	Full-time Regular	Main Loc 1
Rogers, Brooke R.	Medical Assistant	Hourly		03/19/2015	Full-time Regular	Forest Drive
Rosefield, Angela J	LASER	Hourly		10/26/2015	As Needed	Main Loc 1
Rouse, Rebecca S	Nursing Station	Hourly		03/06/2014	Full-time Regular	Main Loc 1
Rumbold, Victoria P.	Certified Medical Assistant	Hourly		07/03/2014	Full-time Regular	Main Loc 1
Russell, Cristin C	Administrative Assistant	Hourly		10/12/2015	Full-time Regular	Wesmark
Russell, Rhonda L	Biller	Hourly		03/10/2014	Full-time Regular	Wesmark Billing
Sanders, Quinton R	LAB	Hourly		12/15/2011	Full-time Regular	Main Loc 1
Sanders, Sheila M.	Scribe	Hourly		01/12/2011	Full-time Regular	Main Loc 1
Scott, Holly	Student	Hourly		07/09/2014	Temporary	Main Loc 1
Searles, Joy C	Medical Assistant	Hourly		11/10/2014	Full-time Regular	Urgent Care
Segars, Jane Elizabeth	Student	Hourly		05/14/2015	Student	Main Loc 1
Shirah, Jeannie Michelle	Tech	Hourly		05/05/2015	As Needed	Main Loc 1
Shirley, Ashley	Clinical	Salary		02/09/2004	Full-time Regular	
Shirley, Lyndsay R.	Student	Hourly		05/28/2015	Student	Wesmark
Shirley, Wendy A.	Receptionist	Hourly		05/21/2015	Full-time Regular	Manning
Sifford-Anderson, Julie	Certified Medical Assistant	Hourly		04/10/2014	Full-time Regular	Main Loc 2
Sims, Dian	MRI	Hourly		03/07/2012	Full-time Regular	Main Loc 1
Singleton, Kimberly M.	Patient Assistant Coordinator	Hourly		03/05/2015	Part-time Regular	Urgent Care
Sintich, Elizabeth J.	Patient Assistant Coordinator	Hourly		03/24/2015	Full-time Regular	Forest Drive
Slater, Kisha L	Scanner	Hourly		08/14/2012	Full-time Regular	Wesmark
Small, Tonya R	LAB	Hourly		02/15/1999	Full-time Regular	
Smith, Ann Y	SLEEP LAB	Hourly		10/03/2005	Full-time Regular	
Smith, Charlene V		Hourly		01/12/2012	Full-time Regular	
Smith, Sarah J		Hourly		01/31/2013	Full-time Regular	
Smith, Tessa Lynette	Lab Tech	Hourly		09/29/2015	Full-time Regular	Main Loc 1
Smith, Tiairra Chantelle	Certified Medical Assistant	Hourly		11/05/2015	Full-time Regular	Main Loc 1
Smoak, Elizabeth H.	Student	Hourly		05/29/2014	Student	Main Loc 1
Solomon, Mildred	Precertifier	Hourly		09/20/2010	Full-time Regular	Wesmark Billing
Spann, Catina	Certified Medical Assistant	Hourly		06/26/2014	As Needed	Main Loc 1
Spann, Tara E.	Lab Tech	Hourly		05/14/2015	As Needed	Urgent Care
Spencer, Hadley	Registered Nurse	Hourly		05/16/2011	Full-time Regular	Urgent Care
Stanley, Deborah F.	LASER	Hourly		01/22/2015	Part-time Regular	Wesmark
Stanley, Kristy L.	Certified Nursing Assistant	Hourly		07/16/2015	Full-time Regular	Main Loc 1
Stewart, Allison Wise	Biller	Hourly		05/04/2011	As Needed	Wesmark Billing
Stuckey, Travis A.	PA	Hourly		09/13/2014	As Needed	Urgent Care
Stuckey, Travis M	Radiology Tech	Hourly		10/25/2012	As Needed	Main Loc 1
Stukes, Brandee C.	Clinical	Salary		04/23/2014	Full-time Regular	
Sullivan, Victoria Anne	Clinical	Hourly		05/18/2011	Part-time Regular	Urgent Care
Tallent, Ashleigh K.	Medical Assistant	Hourly		07/23/2015	Full-time Regular	Main Loc 2
Tanner, Aaron M	SLEEP LAB	Hourly		05/22/2007	Part-time Regular	
Taylor, Amanda R	Medical Assistant	Hourly		08/29/2013	Part-time Regular	Urgent Care
Taylor, Asia R.	Certified Medical Assistant	Hourly		05/11/2014	Part-time Regular	Urgent Care
Thompson, Lauren C		Salary		02/10/2014	Full-time Regular	Main Loc 1
Thompson, Robin Denise	Certified Medical Assistant	Hourly		11/05/2015	Full-time Regular	Forest Drive

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Timmons, Linda P.	Certified Medical Assistant	Hourly	[redacted]	11/06/2014	Full-time Regular	Main Loc 1
Tindale, Hope A.	Receptionist	Hourly		05/05/2014	As Needed	Urgent Care
Tisdale, Penny D	Medical Assistant	Hourly		05/12/2014	Full-time Regular	Urgent Care
Trapp, Harriet D.	Lab Tech	Hourly		01/09/2015	Full-time Regular	Main Loc 1
Turner, Deborah C	Clinical	Hourly		08/06/2015	Full-time Regular	Main Loc 1
Vining, Alex M	Medical Assistant	Hourly		01/19/2012	Full-time Regular	Main Loc 1
Vining, Kelsey	Medical Assistant	Hourly		03/18/2011	Full-time Regular	Dr. Mahr
Voisin, Hannah E.	Student	Hourly		05/14/2015	Student	Main Loc 1
Voisin, Lisa D	MRI Tech	Hourly		08/14/2006	As Needed	Main Loc 1
Walker, Kalen L	Adult Wellness	Hourly		09/03/2015	Part-time Regular	Main Loc 1
Walker, Patricia L	LAB	Hourly		12/04/2011	Full-time Regular	Main Loc 1
Walker, Phyllis A.	Lab Tech	Hourly		04/16/2014	Part-time Regular	Main Loc 1
Walker, Rose M	Certified Medical Assistant	Hourly		10/27/2008	Full-time Regular	Urgent Care
Wallace, Shakeena A	LPN	Hourly		09/20/2011	Part-time Regular	Urgent Care
Walton, Pam H	Biller	Hourly		06/11/2008	Full-time Regular	Wesmark Billing
Ward, Elizabeth M	Certified Medical Assistant	Hourly		07/22/2014	Full-time Regular	Main Loc 2
Washington, Tierra S	Clinical	Hourly		11/17/2008	Part-time Regular	Urgent Care
Watford, Kyla L	LAB	Hourly		01/09/2014	Full-time Regular	
Watts, Rebecca M.	X-Ray Tech	Hourly		05/18/2015	As Needed	Main Loc 1
Wheat, Amie A	Biller	Hourly		10/03/2013	Full-time Regular	Wesmark Billing
Whetsell, Jessica D	MRI Tech	Hourly		02/28/2013	As Needed	Main Loc 1
White, Shanikiha Daphne	Scheduling Assistant	Hourly		07/31/2015	Full-time Regular	Main Loc 1
Williams, Katherine G	Biller	Hourly		05/23/2011	Full-time Regular	Wesmark Billing
Wilson, Caleesha M.	Scribe	Hourly		11/06/2014	Full-time Regular	Forest Drive
Wilson, Ruth L	Medical Assistant	Hourly		09/27/2013	Full-time Regular	Manning
Wooten, Teresa L	Medical Assistant	Hourly		03/29/2012	Part-time Regular	Urgent Care
Young, Julia B	NEUROLOGY	Hourly		01/28/2014	Full-time Regular	
Young, Lorraine A	SLEEP LAB	Hourly		04/16/2014	Part-time Regular	
de Guzman, Mary J.	Radiology Tech	Hourly		05/13/2015	As Needed	Main Loc 1

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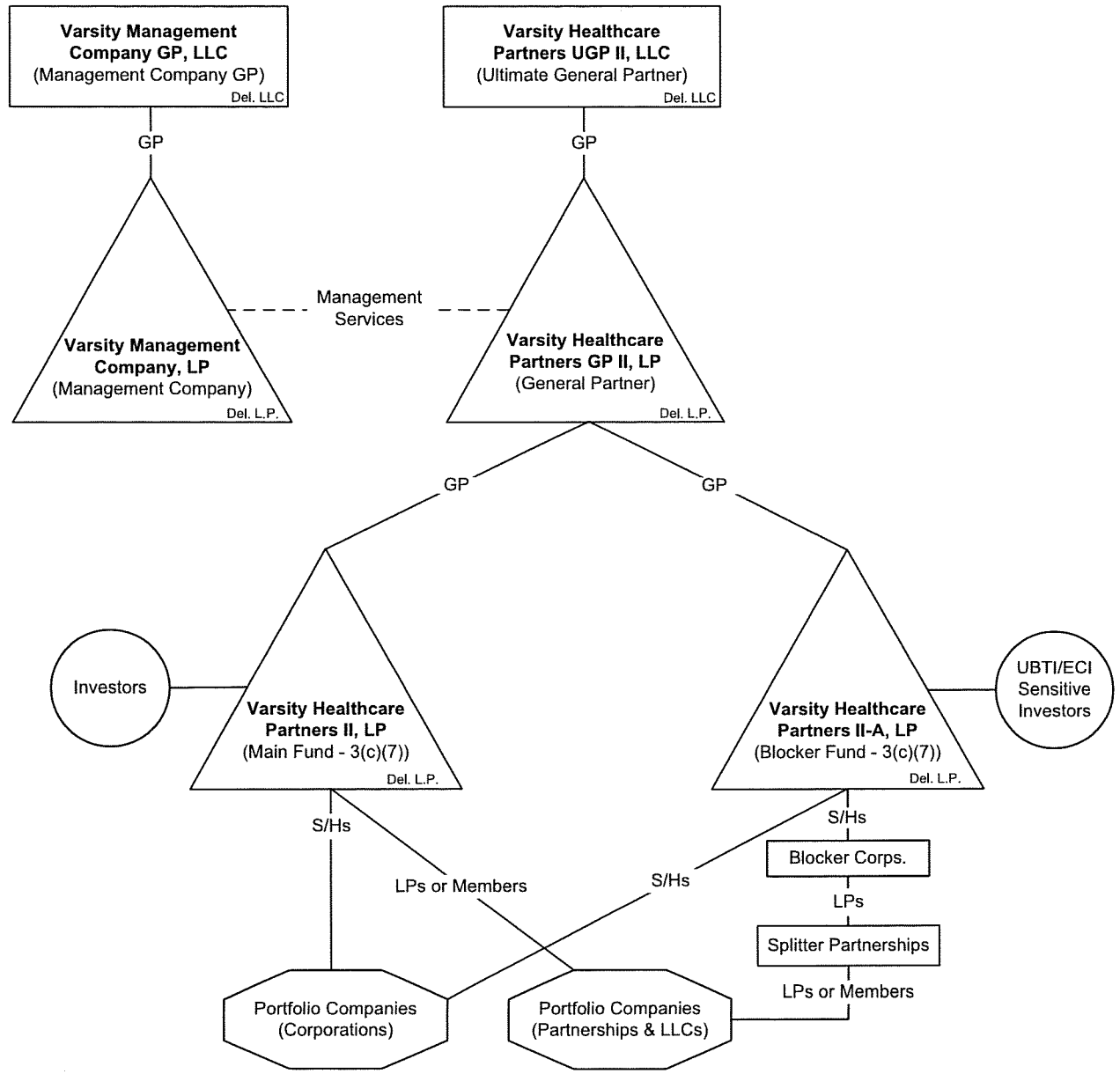
VARSITY HEALTHCARE PARTNERS II[-A], LP

Highly Confidential
K&E DRAFT: 7/20/16



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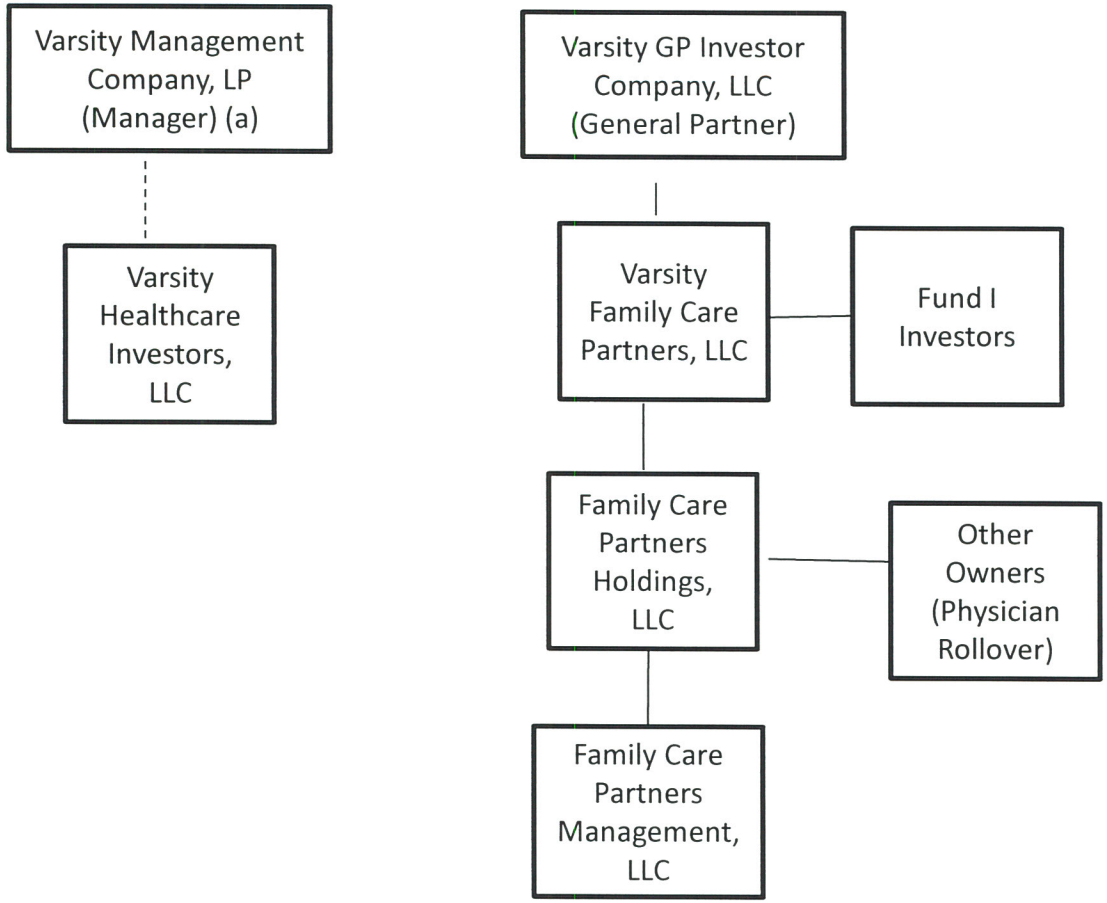
Fund I Overview (as of 12/31/2017)



(a) Management services only - no ownership in Varsity Healthcare Services, LLC

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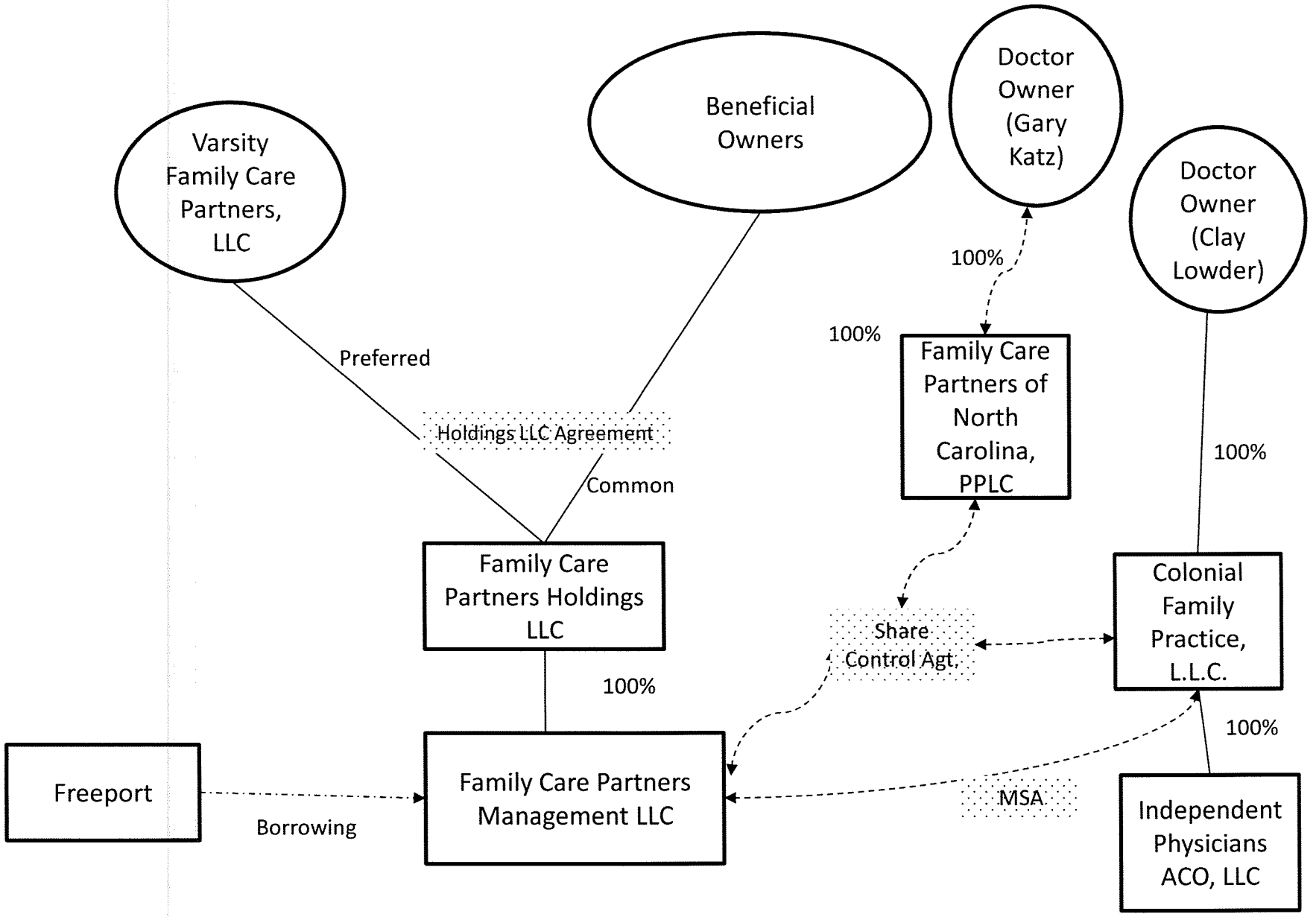

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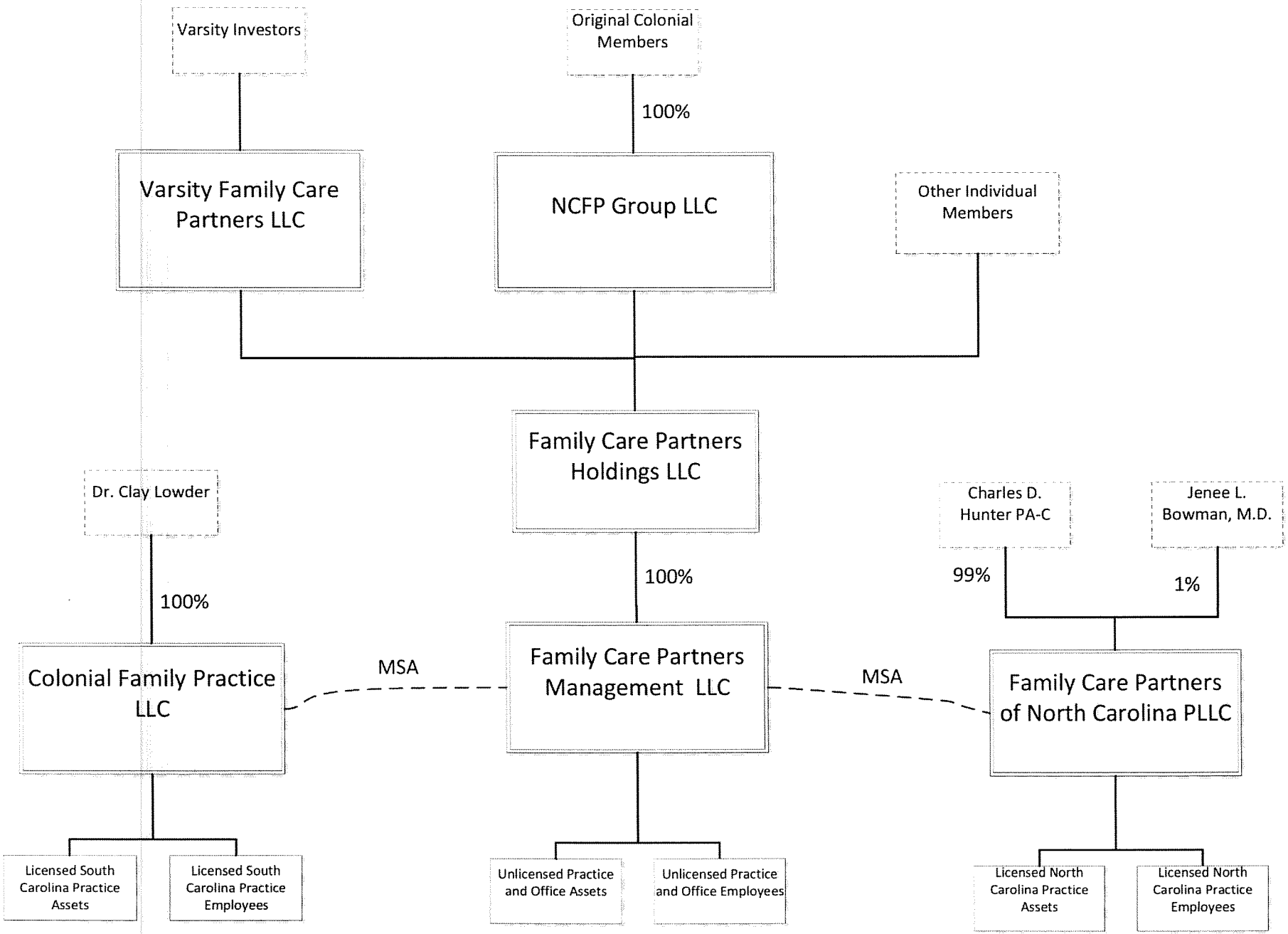

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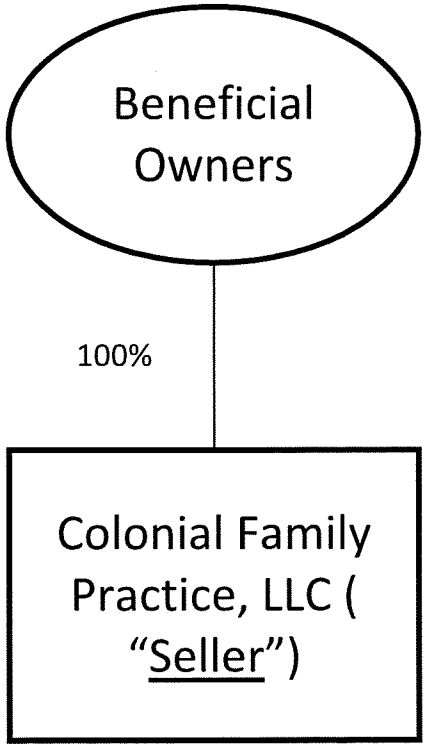
Initial Structure

Colonial Family Practice, LLC ("Seller") is owned 100% by the nine individual doctor-members (the "Beneficial Owners"). Colonial has previously elected tax treatment as an S corporation.



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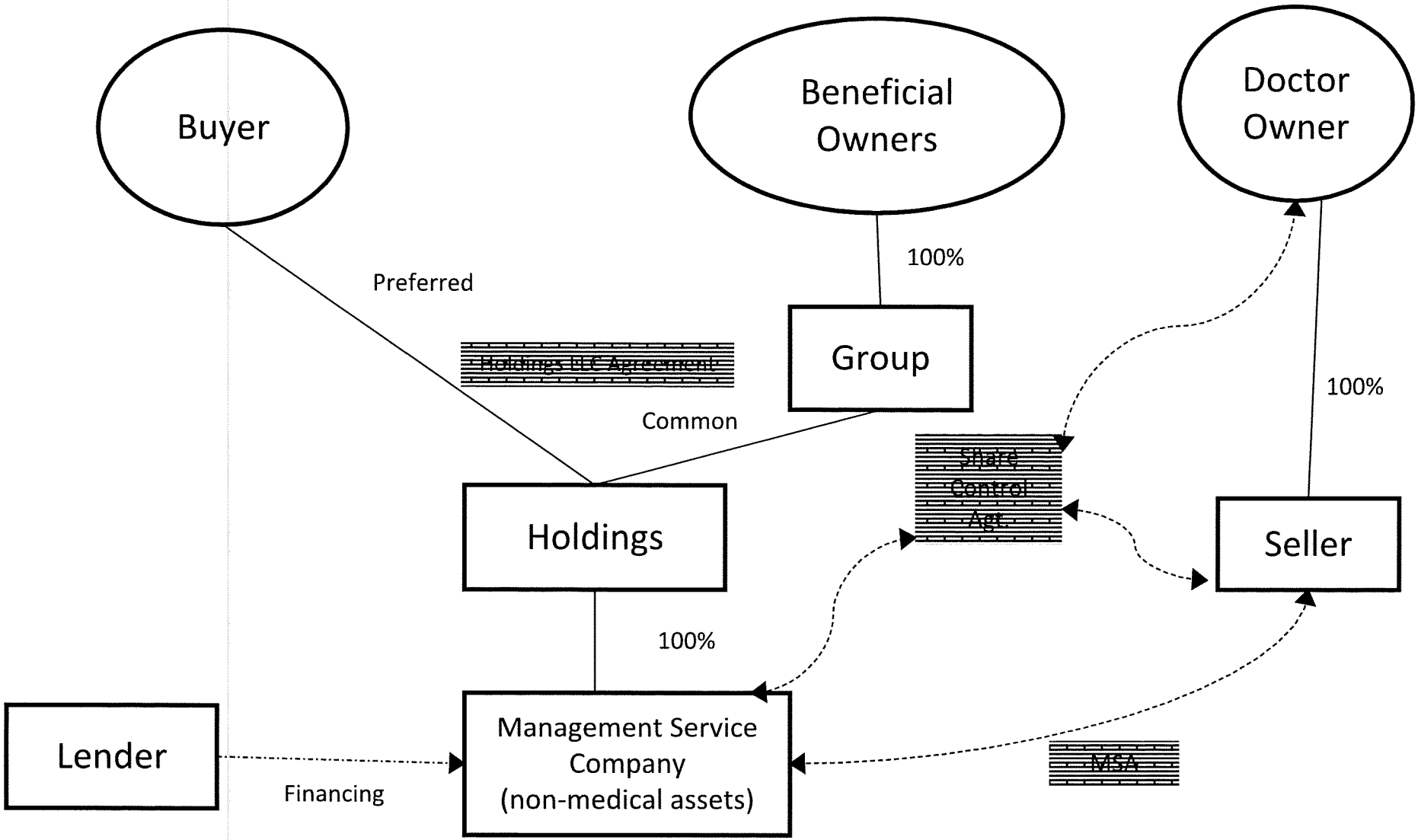
Final Structure

Holdings LLC Agreement to include appropriate tax allocation provisions to ensure tax benefit of step-up to Buyer.



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STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
)
COUNTY OF RICHLAND) C/A NO.: 2018-CP-40-02545

Dr. Kaoru Pridgen,

Plaintiff,

v.

Colonial Family Practice, LLC; Varsity Family Care Partners, LLC; Family Care Partners d/b/a Family Care Partners Management, LLC; Dr. Clay Lowder; Thomas W. Watson; and Dr. Gary R. Katz,

Defendants.

DEPOSITION OF

CLAY LOWDER, M.D.

****

Wednesday, May 22, 2019

10:15 a.m. - 6:38 p.m.

The deposition of CLAY LOWDER, M.D. was taken before Andrea R. Taylor, a notary public in and for the State of South Carolina, commencing on Wednesday, May 22, 2019, at Adams and Reese, LLP, 1501 Main Street, Fifth Floor, Columbia, South Carolina, pursuant to Notice of Deposition.

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APPEARANCES

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Also present:
Dr. Kaoru Pridgen
Arthur Hartzog

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REPORTER'S NOTE:
(Exhibits Numbered 3, 4, 5, 6, 7, 8, 9, 14, 15, 16, 17, and 18 are confidential, as well as the questions and answers pertaining thereto.)

EXHIBITS

Plaintiff's Exhibit Number 1 52
(Employment Agreement)
Plaintiff's Exhibit Number 2 60
(Memorandum dtd. 4/25/16 Pridgen to Lowder re: Partnership Status)

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Plaintiff's Exhibit Number 3 (CONFIDENTIAL) 95
(Patient counts, charges, payment statistics 2012 - Fall of 2018)
Plaintiff's Exhibit Number 4 (CONFIDENTIAL) 104
(CFP Profit and Loss Detail)
Plaintiff's Exhibit Number 5 (CONFIDENTIAL) 109
(Consolidated Statement of Operations 12/31/17)
Plaintiff's Exhibit Number 6 (CONFIDENTIAL) 111
(Consolidated Statement of Cash Flows 12/31/17)
Plaintiff's Exhibit Number 7 (CONFIDENTIAL) . . . 112
(Profit and Loss Detail 12/31/17)
Plaintiff's Exhibit Number 8 (CONFIDENTIAL) 114
(Consolidated Balance Sheet 12/31/17)
Plaintiff's Exhibit Number 9 (CONFIDENTIAL) 116
(Emails)
Plaintiff's Exhibit Number 10 133
(Email Pridgen to Lara re: Monday)
Plaintiff's Exhibit Number 11 135
(Text message 1/24/17)
Plaintiff's Exhibit Number 12 138
(Text message 11/15/16)
Plaintiff's Exhibit Number 13 144
(Letter Cromer dtd. 5/30/17 re: Partnership)
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Plaintiff's Exhibit Number 15 (CONFIDENTIAL) . . . 156
(Two-Year Comparison 2017)
Plaintiff's Exhibit Number 16 (CONFIDENTIAL) . . . 159
(Meeting Agendas)
Plaintiff's Exhibit Number 17 (CONFIDENTIAL) . . . 159
(Email 4/27/17 re: Q1 Board Meeting: Postponement)
Plaintiff's Exhibit Number 18 (CONFIDENTIAL) . . . 168
(Emails May 2016 re: Granting Doc Equity Buy-In Rights)

STIPULATIONS

It is stipulated by and between counsel for the respective parties that all objections are reserved until the time of trial, except as to the form of the questions.

This deposition is being taken pursuant to the South Carolina Rules of Civil Procedure.

- - - -

The reading and signing of this deposition is reserved by the deponent and counsel for the respective parties.

Whereupon,

CLAY LOWDER, M.D., being duly sworn and cautioned to speak the truth, the whole truth, and nothing but the truth, testified as follows:

MS. POLVI: Do you want to go ahead?

MS. BRYANT: Yeah. Counsel had a conversation off the record with respect to the fact that Dr. Pridgen's husband is present for this deposition. Dr. Pridgen's husband is not a party to the case and is not currently a party to the confidentiality order that's in place in this case, as confidential documents and information have been exchanged. Off the record, and now on the record, I told

plaintiff's counsel that we are not comfortable with Dr. Pridgen's husband being present for any questions that involve confidential information or any questions involving exhibits that have been marked confidential in this case, and we've asked that he leave the room during those questions regarding any confidential information or confidential documents. My client does not consent to making Dr. Pridgen's husband a party to the confidentiality order in the case. I don't know --

MR. LEHRER: At this time, we have not been able to consult with our clients so we could not consent without some consultation on behalf of the other parties.

MS. DUNLAP: I have not been able to consult with my client, Dr. Katz, and I don't have authority to consent. He's actually working a shift right now so he won't be available by phone during the course of the deposition.

MS. POLVI: And I proffered including my client's husband in the confidentiality order as a potential compromise to address any confidentiality concerns as they are -- they already have a spousal privilege; they're able

to speak about much of the case. But I think in order to not delay the deposition, my intent is to follow what Dr. Lowder's counsel has recommended, that my client's husband step out during confidential portions, and I intend to group them as best I can so that it's not continually disrupting our deposition.

EXAMINATION

BY MS. POLVI:

Q. So let me go ahead and kind of start the normal process in this deposition by introducing myself. We've met before, Dr. Lowder, but my name is Shannon Polvi. I'm an attorney at Cromer Babb Porter and Hicks, and I represent Dr. Pridgen in this case. And first we'll kind of start by some basic procedural things about depositions before we get into the substance. Please state your full legal name for the record.

A. Clayton Ralph Lowder, III.

Q. And have you gone by any other legal name during your life?

A. I don't think so.

Q. Okay. And is it our mutual understanding that you are a named defendant in this case?

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A. Yes.
Q. And that we might abbreviate some of the other named defendants in this case, including, for instance, the entities. One of the entities in this case that is a named defendant is Colonial Family Practice, LLC. Is it our mutual understanding that we might, either of us, abbreviate that name to either Colonial or Colonial Family Practice or CFP?
A. Yes.
Q. And then another named defendant that's an entity is Varsity Family Care Partners, LLC. Would it be our mutual understanding that we might abbreviate that to Varsity or VFCP at some point?
A. VFCP, what is --
Q. Right, just the initials.
A. Okay.
Q. I would tend to say Varsity.
A. Okay. Sure.
Q. But just in case you'd abbreviated it in another form.
A. Sure.
Q. Okay. And then we have another named defendant, Family Care Partners d/b/a Family Care Partners

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Management, LLC. Would it be our mutual understanding that we might abbreviate that to Family Care Partners or FCP?
A. Yes.
Q. Okay. Have you ever been deposed before?
A. Yes.
Q. How many times?
A. I don't remember.
Q. More or less than five?
A. Yes. Less.
Q. Less.
A. Sorry.
Q. Okay. But at least, you know, some -- some point that there's been several in your lifetime?
A. Yes.
Q. We'll kind of come back to those. I want to ask a little greater depth. But for now let me just outline the procedural things that we both need to understand. Do you have a -- we have a court reporter here that is recording everything that we say; do you understand that?
A. Yes.
Q. And that she will transcribe what we verbally say into a written transcript after the

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conclusion of our deposition?
A. Yes.
Q. Okay. You'll have an opportunity to review it. You can't substantively change like a yes to a no, but you can ensure that it is accurately transcribed after the conclusion of the deposition if you so choose; do you understand that?
A. Yes.
Q. And the best time to make any corrections is while we're still here. So sometimes a question that I ask later might jog your memory about something I asked earlier in the day. So if you do remember that something that's responsive and we're still here, please feel free to tell us so that we can get that on the record. Do you understand that?
A. Yes.
Q. And though it might seem like a conversation at times, we do always have to have verbal answers on the record. So I might remind you at times. It's not me being rude. It's just that we have to make sure Andie can accurately record and transcribe everything during our deposition. If you don't understand a question that I've asked,

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will you tell me?
A. Yes.
Q. And by the same token, if you answer a question that I've asked, may we assume you understood the question?
A. Yes.
Q. It's natural to anticipate what one another might say, but I'll try not to interrupt you; try not to interrupt me. It helps her and we want to make sure the record is clear. Do we have that mutual agreement?
A. Yes.
Q. Thank you. I do take breaks, but if you need a break before I've called for one, don't hesitate to tell me. But I would ask that if I've asked you a question that you answer that question before we break. Have you taken any medications or substances that would affect your ability to testify today?
A. No.
Q. And have you had any alcohol in the last 12 hours?
A. No.
Q. Is there anything that you're aware of that would hinder your ability to give full,

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complete, and truthful answers today?
A. No.
Q. So before we get into the substance, are there any questions that you have about the procedures of the deposition?
A. No.
Q. I want to ask you first about the other depositions that you've been a participant in in the past. What were those circumstances that led you to be in a deposition?
A. I've been deposed as a medical doctor on a couple of cases for patients who have been injured or that were sick or had problems and needed to go in front of a judge.
Q. And other than those depositions that you just described, have you been in any depositions, other than this one, that would involve you being a party?
A. What is a party?
Q. Either the plaintiff or defendant in a case.
A. No, not that I remember.
Q. How long have you known Dr. Pridgen?
A. I think it's 2012 when I met her.
Q. And how did you first come to know her in any kind of capacity?

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A. I don't remember -- I don't -- somebody either called me and told me she was interested in our practice. But I can't remember who it was or exactly when it was.
Q. And when is the first time that you recall personally interacting with her, be it telephone or in person?
A. Same.
Q. In 2012?
A. (Nods head.)
Q. Sorry, verbal.
A. Yes.
Q. So let's start with this 2012 time frame and what you described as an interest in Dr. Pridgen joining the practice. How many conversations do you recall having with Dr. Pridgen about her coming to work at Colonial?
A. I don't remember.
Q. Would you say it's more or less than ten?
A. I don't remember.
Q. Did you keep any contemporaneous notes during your conversations with Dr. Pridgen prior to her joining Colonial?
A. I don't remember.
Q. Well, I will say that you are a physician,

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you're a well educated gentleman, and for you not to remember any of this seems quite odd. So I'm going to ask that several of your questions that they're not going to be answers I don't remember, I'm going to need to have some responses from you as to the content of what this case is about.
MS. BRYANT: Object to the form.
Q. So did you keep any contemporaneous notes about your conversations with Dr. Pridgen prior to her coming to work at Colonial?
A. I don't remember. That was seven years ago. How would I remember if I kept notes?
Q. Well, let's track back. I've sent discovery requests to you. Have you looked to see if you have notes from your discussions with Dr. Pridgen?
A. I don't remember.
Q. So you don't remember if you have looked in response to my discovery requests?
A. I answered all of the questions that -- that my attorney would have given me on what, you know, my due diligence was. I've completely done to the best of my knowledge due diligence, and I answered yes. I answered all of the questions

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that she provided to me and supposed was supposed to give to you I guess as part of the discovery. So I'm not sure how that works, but I did my best on that.
Q. It's still not responsive to my question, though, is that you, as a named party, have a responsibility to look for documents that I request. And I understand that prior to them being produced to me, of course you would provide them to your counsel. But I still need to know whether you looked in response to my request for notes about the conversations, the negotiations that you had with Dr. Pridgen before she joined this practice. There are breach of contract claims, as well as others, that are highly relevant to whether you've looked to see if there's any documents that you possess related to that.
MS. BRYANT: Object to the form.
A. I mean, I thought I answered it. I thought I said I did to the best of my ability look at all the documents and all the things that she asked me for and reviewed them and would have given her the answer. I've looked at a ton of stuff. I can't remember exactly what I've looked at on

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this case or not.
Q. Well, let's narrow that down because I'm not asking about all the documents about this case. I'm very specific to what I'm asking you about right now, which are your notes and documents related to conversations you had with Dr. Pridgen leading her to become a doctor at Colonial. So have you looked in your personal records for your notes or documents that you kept for that 2012-2013 negotiation time frame?
A. I'm sure I did.
Q. And do you have any notes that reflect those conversations?
A. Like I said, I don't remember if I have those notes or not.
Q. If you looked, and I sent discovery requests recently --
A. Okay.
Q. -- so you should have a recollection of whether you found anything that's responsive to that question.
MS. BRYANT: Object to the form.
A. I don't know what you want me to say. I don't remember.
Q. Where do you maintain notes about negotiations

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with doctors who join the practice?
A. I don't really maintain notes. I keep them probably through email.
Q. Do you keep files at the physical practice in Sumter, or where do you maintain document records?
A. Sumter.
Q. Do you keep any contemporaneous records at your home?
A. What does contemporaneous mean?
Q. Meaning the documents that you would have, if they existed, had in 2012 and 2013 negotiating with Dr. Pridgen.
A. No.
Q. And you referenced emails as one of the forms in which you maintain records. Have you checked your email to determine whether you have any with or relating to Dr. Pridgen during her time frame leading up to her joining Colonial, this 2012-2013 time frame?
A. Best I recall, I looked at emails from around 2016 to present. I don't think I went back as far as 2012.
Q. Do you still have access to emails that proceed 2016?

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A. Yes.
Q. When you were discussing Dr. Pridgen joining Colonial, who do you recall being present during any of those conversations?
A. I don't remember.
Q. Do you recall Lissa Lara being present during some of the communications between you and Dr. Pridgen?
A. Probably.
Q. What was Lissa Lara's position at that time, 2012-2013?
A. CEO.
Q. How long had Ms. Lara held the CEO position?
A. Don't remember.
Q. And were there any individuals who reported directly to you that were participating in any conversations with Dr. Pridgen in this negotiation time frame?
A. I don't recall.
Q. With regard to Lissa Lara as CEO during this 2012-2013 time frame, did she have any direct reports?
A. I'm sure she did.
Q. Do you recall any of those individuals?
A. No.

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Q. I'm sorry, verbal.
A. No.
Q. Would it be accurate, to your recollection, that with Dr. Pridgen joining as a doctor at Colonial, you and Lissa Lara were the primary individuals with whom Dr. Pridgen was in contact?
A. I believe so.
Q. During this 2012 time period prior to Dr. Pridgen coming to Colonial, were you aware of her having a medical practice that she was operating as a solo practitioner?
A. Yes.
Q. Did you ever physically see the workspace that Dr. Pridgen was working out of as a solo practitioner?
A. No.
Q. When Dr. Pridgen joined Colonial, is it your understanding that she brought that operating practice, the solo practice to Colonial?
A. What do you mean by operating practice?
Q. That she had patients and staff.
A. I don't know. What do you mean by "brought"?
Q. The staff and patients and supplies, things that were operating the practice came with Dr.

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Pridgen when she came to Colonial?
A. Some. Some of the stuff came; some of the staff probably came. Some of the patients as well, but not all.
Q. And did you keep any records at that time of what Dr. Pridgen had at her practice, the solo practice, that was coming to Colonial?
A. I don't know.
Q. Do you know of anyone who would have those records?
A. I can look, but I don't -- I don't recall.
Q. When Dr. Pridgen was speaking with you prior to joining Colonial, did she relay to you that she was joining because of the promises to become a partner?
A. No.
Q. You and Dr. Pridgen had multiple conversations prior to her joining the practice; would that be accurate, to your recollection?
A. I'm sure at some point, yeah.
Q. And during those conversations, do you recall her saying that partnership was important to her?
A. Yes.
Q. And with that being relayed to you, how did you

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respond to Dr. Pridgen?
A. The best I can recall, I responded just like I do with all employed physicians, that we have a contract and there's a consideration for partnership but no guarantee.
Q. During one of the conversations prior to Dr. Pridgen joining the practice, did you show Dr. Pridgen what a physician had made who was a partner?
A. I don't remember that.
Q. Dr. Pridgen has described in her interrogatory responses that there was a time that she was in your office and you physically showed her a document with the name covered, but it showed the income of a partner at the practice; do you recall that?
A. I don't.
Q. Do you deny doing it, or you just don't recall it?
A. I don't recall at all.
Q. So from the standpoint of Dr. Pridgen having a solo practice prior to her coming to Colonial, were you aware that she would not have come to the practice but for promises of partnership?
A. Can you repeat it?

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Q. Sure. Probably the easiest is she can read back for us.
A. Okay.
Q. And just so I don't accidentally phrase it differently.
(The question was read back.)
Q. So from the standpoint of Dr. Pridgen having a solo practice prior to her coming to Colonial, were you aware that she would not have come to the practice but for promises of partnership?
A. No.
Q. Why is Dr. Pridgen not a partner now?
A. That's a very complex answer. So, number one, her -- her contract spelled out that she would be considered for a partnership after a three-year term. And it was crystal clear when that ended. Number two, at that point when she completed her three-year term, she was considered for partnership. The -- a transaction took place during the middle of that term, which would have changed -- you know, the way that the decision-making of the partnership became a switch to the board of Family Care

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Partners, which was the controlling entity at that time. The board I felt was, you know, developing their own method of how you become a partner. The board had tried to come up with objective criteria of how you would become a partner in the practice instead of subjective. They knew it was not guaranteed, but they were trying to come up with objective measures. At that point, the transaction had gotten to the point where it went bad and disarray occurred. The practice was in financial trouble. As further evidence, it completely went insolvent, and she was not able to be a partner.
Q. So let's parse through your answer. First I want to ask you about the transaction. Just to be clear on the record, what transaction are you referring to?
A. Transaction between Colonial Family Practice and Varsity Healthcare Partners.
Q. When did that transaction occur?
A. December of 2015. I don't remember the exact date that they closed it.
Q. With regard to you referred to a board developing a method, which board are you referring to?

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A. Family Care.
Q. When was the development of a method that you described as being objective rather than subjective, when was that development occurring?
A. Best I can recall, it was 2016.
Q. There had been time periods that you had been the chief medical officer; is that accurate?
A. Yes.
Q. What are those times periods that you've been the chief medical officer?
A. So I guess December of 2015, and I don't recall when I was -- when Gary Katz became officer after me. And I don't recall when the transition took place.
Q. What is your current status with regard to chief medical officer?
A. I don't really know. I don't know what my title is.
Q. Did you become the -- and if I abbreviate it as CMO, we both understand that to be chief medical officer?
A. Yes.
Q. When did you become a CMO after Dr. Katz?
A. When did I become one?
Q. Or return to the position.

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A. I don't know that I am in that position. I don't know the official designation or title at this point. I'm not sure we delineated it at all what to call me.
Q. And the board that you referred to with FCP, have you been on that board?
A. Yes.
Q. And when is the time period that you've been on the board?
A. December of 2015 -- well, I mean, until it kind of dissolved.
Q. When did the dissolve occur?
A. I don't know.
Q. And in terms of the current status, do you participate in any board capacity now?
A. Yes.
Q. In what way?
A. I'm on the board.
Q. And of what board?
A. To be honest with you, I don't know what they call it. We have an unusual relationship because we had a lender involved. And they have some members on the board and members of Colonial are on the board, Colonial Family Practice I guess. But I'm not sure what the

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name of the board is or I'm not sure the name of the -- the way you would answer that.
Q. And who was the lender you're referring to?
A. Freeport.
Q. When did Freeport get involved as a lender?
A. You would have to ask Varsity that question.
Q. And this lender status with Freeport, is that for Colonial Family Practice or a larger entity?
A. I do not recall the exact way we structured that at this point. I would hate to answer that incorrectly.
Q. Let's stay with the current board, and I want to ask you about the FCP board separately. The current board, how often do you meet?
A. We just started, so I don't think there's any set time.
Q. Have you had any board meetings yet with the board that you described as a blend of Family Care Partners and the lenders?
A. It's not Family Care Partners.
Q. Or I guess blend of -- well, let's because -- let's clear that up. We don't want confusion there. The current board that you've identified, how many members or partners are on that board?

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A. I think it's supposed to be two with the bank and three of our guys, but we have not met yet.
Q. And in terms of your participation on a board that somehow relates to your practice as a doctor at Colonial, when is the last board meeting that you were present at?
A. I said we have not met yet.
Q. Or even of former boards, what would have been the last board meeting?
A. I don't recall exactly.
Q. Were there any board groupings that occur between the Family Care Partner board that you've described and the board that has two of the physicians and three of the lenders?
A. No.
Q. So now knowing that there's not one in between, let's go back to the Family Care Partners board. Who was on that board as of immediately prior to the dissolve?
A. I'm not sure I can name everybody, but I'll try. Dave Alpern was chairman of the board. Kenton Rosenberry, Dr. Katz, Tom Watson, and Ron Piccione, I think is the way you would say his name. They may be others. I don't want to be held to that because I don't -- I don't remember

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exactly if Mike Jablon was on the board or if some -- some additional people came to the meetings for support, but I don't remember if exactly they were on the board or not.

Q. During that time frame immediately prior to the resolve, were you also a member of the board?

A. Yes. Sorry. Yeah.

Q. And when was the last meeting that you're aware of that Dave Alpern was the chairman?

A. I don't remember.

Q. During the time frame that you participated on these boards, has there ever been a formal vote about Dr. Pridgen becoming partner?

A. No.

MS. BRYANT: Just a second. To the extent we're getting into conversations during board meetings, I would maintain that those conversations are confidential operations of the business. The documents we've produced with respect to board agendas and minutes and things like that have been marked confidential. So if you're going to go down this line of questioning, I'm going to ask that Dr. Pridgen's husband leave the room.

MS. POLVI: I don't think that whether there was a

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vote or not is subject to confidential. I mean, it's a vote about whether or not she'd be partner. It's not the content of any of their financials.

MS. BRYANT: I'm taking the position that any discussions concerning who's on the board and when they met, I agree those are factual information. But discussions of board members in operating their business is a confidential matter. You can challenge my designation of that confidentiality and you may win it, but at this time, I'm taking the position that those conversations are confidential.

MS. POLVI: I need to ask about that, so please step out. Thank you.

(Mr. Hartzog left the room.)

MS. POLVI: If we may read back.

(The question was read back.)

Q. During the time frame that you participated on these boards, has there ever been a formal vote about Dr. Pridgen becoming partner?

A. Not that I recall.

Q. When was the last vote for anyone to become a partner?

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A. I don't remember.

Q. Which doctor is the most recent that has -- at Colonial that has been designated as a partner?

A. I can't remember which one was last, Dr. Katz or Dr. Baker.

Q. When Dr. Katz and Dr. Baker became partners, was there a vote?

A. I don't remember.

Q. When Dr. Katz and Dr. Baker became partners, who were the decision-makers?

A. I guess the board. I guess Dave Alpern and Tom Watson and the board.

Q. And I think you've identified Dave Alpern as the chairman. What was Tom Watson's role at the time of that decision-making?

A. He was the CEO.

Q. Would that be of Varsity?

A. I think he was CEO of Family Care Partners.

Q. Family Care Partners.

A. I think. I don't --

Q. For the board meetings that were led by Family Care Partners, was there a formal itinerary that was followed kind of strictly, or was it a relatively fluid meeting? How would you describe the order of the meeting?

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A. Probably in between.

Q. And I've had some agendas of sorts that have been produced in production. Are there -- well, before I ask this. Have you seen those agendas that have been produced in the case?

A. Which agendas?

Q. Family Care Partner meetings, board meetings.

A. Not that I recall. I mean, I'd be glad to look at them if you've got them.

Q. I don't have them all printed here, but I just wanted to see first before I refer to them, did you have any participation in the drafting of agendas for board meetings?

A. Yes. Well, a part of them. I didn't draft -- I drafted the chief medical officer portion.

MS. DUNLAP: Sorry, Shannon, were you asking about board meeting minutes or agendas on that last?

MS. POLVI: This is still the agendas.

MS. DUNLAP: Okay.

MS. POLVI: Sorry if there was any confusion. Mainly I'm asking for what proceeds the meeting is this kind of line of questioning.

Q. Was there any type of request that was sent out asking for what would be on the agendas? Or how did you know to submit information for upcoming

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board meetings?
A. They would set a date and just tell me, hey, by this day, send us your CMO report.
Q. Who would request that information of you?
A. Most likely would have been Tom Watson.
Q. Did you ever ask the board to vote on Dr. Pridgen?
A. Not that I recall.
Q. Why did you not ask the board to vote on Dr. Pridgen becoming a partner?
A. It wasn't my place.
Q. And what is the basis for that opinion?
A. You mean to ask for a formal vote would -- I mean, as a chief medical officer, I still don't feel like that would have been my place to say, hey, let's formally vote on Dr. Pridgen.
Q. Whose place would it be?
A. I guess the CEO or chairman of the board.
Q. When Dr. Baker and Dr. Katz were proffered for partner, do you know who proffered them to be voted upon?
A. What does proffer mean?
Q. Proposed. Sorry.
A. Thank you. I don't -- I don't recall how we went about that.

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MS. POLVI: Let's take a quick break.
(Break from 10:57 a.m. until 11:10 a.m.)
BY MS. POLVI:
Q. So we're back on. Let's stay on the board meetings track currently. You've testified that the board didn't vote about Dr. Prigden, but do you recall her being discussed at board meetings even with the possibility of a vote?
A. I don't.
Q. While you were present, did you ever hear any of the other board members ask for a vote with regard to Dr. Prigden becoming a partner or stakeholder?
A. I don't recall that.
Q. During the time periods that you've held the CMO role, have you recommended anyone for partner status?
A. Not formally.
Q. During your time as CMO, have you recommended anyone for partner status informally?
A. Yes.
Q. Who?
A. Dr. Baker.
Q. And Dr. Baker had been with the practice for how long at that time that you informally

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recommended him?
A. I don't remember.
Q. And this might seem kind of redundant, but I don't think we've covered this yet during the deposition. Do you identify as male?
A. Do I what?
Q. Identify as a male? Sorry. I know --
A. Do I identify as a male?
Q. Yes. That might seem out of -- out of the context, but it is important to put it on the record in terms of there's a gender discrimination claim here. So I hadn't asked you that yet.
A. Yes.
Q. Okay. And do you understand Dr. Pridgen to be a female?
A. Yes.
Q. And do you understand Dr. Baker to be a male?
A. Yes.
Q. And do you understand Dr. Katz to be a male?
A. Yes.
Q. And I think -- let's just run through some of the other names that we've discussed.
MS. BRYANT: That's obvious, but the record doesn't show gender. So she's just trying to get it on

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the record.
THE WITNESS: Okay.
MS. POLVI: Right.
MS. BRYANT: She's not trying to --
Q. Yeah. It's not trying to be offensive in any kind of way.
A. You've got me thinking here.
Q. Just basic -- Dave Alpern, do you understand him to be a male?
A. Yeah.
Q. And Mike Jablon, do you understand him to be a male?
A. Yes.
Q. Ron Piccione, do you understand him to be a male?
A. Yes.
Q. And Kenton Rosenberry, do you understand him to be male?
A. Yes.
Q. Lissa Lara, do you understand her to be a female?
A. Yes.
Q. I think those are everybody we've discussed yet on the record. I think I asked, but do you understand Tom Watson to be a male?

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A. Yes.
Q. Okay. We've covered that. But I just hadn't covered that yet and that is important to have on the record. Prior to Dr. Baker working with you at the current practice, did you ever work with Dr. Baker in the past?
A. No.
Q. Did Dr. Baker have a employment contract in place prior to him being a partner?
A. I think so.
Q. Did you participate in the negotiations for that contract?
A. I'm sure I did.
Q. And with regard to Dr. Pridgen, did you participate in the negotiations for her employment contract?
A. I'm sure I did.
Q. And were you a signator on Dr. Baker and Dr. Pridgen's employment contracts?
A. I think so.
Q. When Dr. Baker joined the practice preceding partnership, what conversations did you have with him about becoming a partner?
A. Same as I do with any physician, usually you're considered after three years, but not

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guaranteed.
Q. And are there any female partners currently?
A. Yes.
Q. And are you referring to which entity?
A. So I -- lord, I don't want to say it wrong. But we've changed from Family Care Partners. All this is just crazy in my head. But it's Family Care -- or it's -- I can't remember. It's a management holding company that's the blend as we were talking about between Colonial and the other. Sorry I just -- I'm sure we can look that up, right?
Q. Is there a female partner in Colonial Family Practice?
A. Colonial is -- the new company is the holding company. So there's partners in that. There's no partners in Colonial.
Q. And so just to confirm, there's no female partners from Colonial?
A. There's no partners in Colonial.
Q. So just to make sure I'm clear with your testimony, your prior testimony is that all the partners would be under the management holding company?
A. Correct.

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Q. And sourcing from Colonial Family Practice, there are no female partners of that management company?
A. Didn't we -- didn't we just say no partners? There's no partners in Colonial.
Q. Well, of the physicians that work with Colonial Family Practice, there are no partners who are male; would that be accurate? Or excuse me, female. Goodness gracious. Let's --
A. Yeah, you're losing --
Q. Let's backtrack.
A. Yeah, you're losing me.
Q. So you've identified that there are female partners of the management holding company and that holding company sources from multiple medical practices, right?
A. Correct.
Q. And so from the medical practice that is Colonial, there are no female partners?
A. There's no partners. It's just a practicing entity.
Q. That source that work at Colonial?
A. It's just a practicing entity.
Q. Okay. A practicing entity that has partners that work there, correct?

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A. No.
Q. You work at Colonial Family Practice, don't you?
A. Right. But it is a medical practice only. It is not a holding company. And so it doesn't -- it doesn't have partners.
Q. So there are partners that work at Colonial Family Practice that are part of a management company; is that right?
A. No.
Q. So we're not going to talk in circles on this forever, is that you've identified yourself as a partner in a management company currently, correct?
A. Right. Holding company.
Q. And there are several medical practices that have partners that work at them that are run by this management company, correct?
A. That is incorrect.
Q. So how is that incorrect?
A. There -- like I said, there's a management holding company. This is my best understanding. There's a management holding company which dictates -- which is the current ownership of the medical practice which owns Colonial Family Practice. Colonial Family Practice is a single-

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member LLC that works by itself so that you can practice medicine in South Carolina and still have a holding company out of South Carolina, including Raleigh in North Carolina, including Freeport Bank as a part -- as a part ownership. It's very complex. But the board and the partners are members of the holding company only and not the single member LLC that's allowed to practice medicine in South Carolina. So there are female partners of the holding company, which is the ownership of the new entity.

Q. And understanding that legal distinction, now let's talk about physically where these doctors work.

A. Okay.

Q. Is that there are doctors that work at a practice that identifies publicly on the sign as Colonial Family Practice, as a physical location, correct?

A. Are there doctors that work -- sorry. Say it again.

Q. There are doctors that work at a practice that identifies publicly as Colonial Family Practice?

A. Yes.

Q. And there are doctors who are partners,

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stakeholders, members of this management company that work physically at the practice?

A. Yes.

Q. And all of those that work physically at the practice are male that are partners, members, shareholders, however you want to describe them?

A. Of -- all right. So of Colonial Family Practice.

Q. Yes.

A. The partners in the holding company that work at Colonial Family Practice are all male.

Q. Correct.

A. Correct.

Q. And the female members that participate in the management holding company in a shareholder, partner member status all sourced from other medical practices?

A. Correct.

Q. And they were already partners of those medical practices before they were a part of the management company?

A. Yes.

Q. Understanding that there has not yet been a meeting, a new board meeting of the entity that you described that included the lender, when

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that meeting occurs, do you intend to proffer Dr. Pridgen for partner, member, stakeholder status?

MS. BRYANT: Object to the form.

Q. That's the first time -- well, maybe it's come up before. But of course your counsel has the right to preserve objections on the record, but unless she directs you otherwise, you still need to answer.

A. Oh. No.

Q. And why is that?

A. Because we got sued. Breach of trust.

Q. Is there any other reason?

A. (Shakes head.)

Q. Sorry, for the record.

A. Oh, no. I'll -- can I answer that again? Can I answer, add to that?

Q. Feel free.

A. Yeah. I mean, she turned it down. It was offered.

Q. And what are you referring to when you testify to that effect?

A. She was offered partnership, and she turned it down.

Q. Were you aware of that being contingent upon her

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releasing her claims against the entities?

A. No.

Q. And I do have to ask a little more follow up on this, but before I do so, let me also contingent upon don't -- I'm sure your counsel will recommend to you, but I'm just going to even forewarn you, don't tell me anything unless you want -- intend to waive the attorney-client privilege about your specific conversations with counsel. But I do need to generally find out how were you aware of if Dr. Pridgen was ever offered partnership? I would say like if -- if it is counsel, I think you can refer to say counsel, but without having to go into any detail of what that conversation or if you personally were present. I mean, that's kind of the context I need to get out of my -- I guess in terms of my -- what I'm seeking from my question is just to ascertain, you know, who relayed -- if you're saying that that was relayed, I need to find out who and what was the context.

MS. BRYANT: Okay. Just so I understand. Is your question who relayed to him that a offer had been made? Or is it -- is it still how did he

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-- I mean, can you rephrase your question to get what you're trying to --
MS. POLVI: Sure.
MS. BRYANT: -- to ask for him?
Q. Even before that, let's relay back. Did you offer Dr. Pridgen partnership personally?
A. No.
Q. So then the next question would be did someone else relay that to you? And that would still just be a yes or no.
A. Yes.
Q. And was the person who relayed that to you in a legal capacity or some other?
A. Legal.
Q. Okay. And again, I don't want to delve into the content of that conversation then. But I am allowed under the rules to still ask you when that occurred. When are you referring to?
A. I don't recall.
Q. I think there's been production from both sides with regard to probably what you're referring to. Have you seen documentation that is the source of what you're referring to as well?
A. I mean, I believe so. I've seen email -- through email.

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Q. And I know your testimony is that you don't recall when, but I do need to kind of put a marker on. Is this after -- the information that you're referring to, is it after Dr. Pridgen had filed what's called a charge of discrimination with the Equal Employment Opportunity Commission?
A. I believe so.
Q. In regards to your personal opinion, would you have supported Dr. Pridgen becoming a partner at that time if she had not released her lawsuit, her claims in tandem with becoming partner?
A. I don't know. I'm not sure what the release and all entails. I think I'd still have to look at all what that means.
Q. How many physicians work at the Colonial Practice currently?
A. I don't know. I mean, I can count if you want me to or -- it depends on what you're calling Colonial Practice.
Q. Well, save us both some effort. Would the like patient reporting records and kind of those documents that the entity maintains, would that reflect the current physicians?
A. Yes. It's in flux all the time, big practice.

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Q. And how often do you personally work with Dr. Pridgen in terms of seeing one another in the workplace?
A. Rare.
Q. Would it be accurate to say that you more frequently work in Sumter and she more frequently works in Columbia?
A. Yes.
Q. Are you aware of anyone in the three named defendant entities that opposed Dr. Pridgen becoming a partner?
A. No.
Q. And what barriers, if any, are there to Dr. Pridgen becoming partner?
A. I don't know the time frame you're asking about.
Q. Well, if the answer is different for different time frames, feel free to make that distinction.
A. What barriers are there to?
Q. To Dr. Pridgen becoming partner.
A. I mean, there's like three or four different time frames. Can you ask the time frame you want to know?
Q. Yeah -- well, I don't know which time frames you delineate. So I'm going to give you kind of the freedom to delineate those.

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A. So there was no opportunity with our former practice because the contract spelled out clearly the opportunity would come after, if I remember right, September of 2016. So the first barrier was there's a three-year time frame. The second barrier was it was just a consideration. There's no guarantee. It's spelled out in the contract. So then after September of 2016, the barrier was there was a new entity involved that made those decisions, not me. So I don't want to speak for them on what their barriers were after 2000- -- September of 2016 because it -- it really needs to be coming from them. And then the third time frame would be now. After you get sued by somebody, it's very difficult to make them a trusted partner in your group. And from what I read, we had already offered her to become a member and a partner of the group, and she had declined and felt she was entitled to more. So those were the barriers that best recall and remember.
Q. Let's start at that last one. Would the offer documents, if there were ones at the time of the fourth one that you said about the -- that there

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being an offer that she declined, would those documents reflect what those offers were, if any?
A. I have no idea. I haven't looked at them lately.
Q. And then I want to -- I'm working kind of my way backwards in time --
A. All right.
Q. -- with your response, is that kind of in tandem there's the consideration was no guarantee, according to your testimony, and that -- and that thereafter, the new entity, you know, or that there would be a separate entity that would make the decisions once that was in existence. So first let's kind of put in -- I think you've identified the transaction as being December 2015. Is that the transaction that you're referring to in that same testimony?
A. Yes.
Q. And you testified that there would be, according to your testimony, consideration but no guarantee of partnership. Having been present when that was negotiated, did you feel a responsibility to ensure that Dr. Pridgen was given that consideration?

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A. Yes.
Q. And what did you do to consider Dr. Pridgen for partnership at that time frame that you identified, September 2016?
A. I don't remember the exact month or time frame that we discussed Dr. Pridgen's, but I went to Family Care Partners and, specifically like Tom Watson and those guys and Gary Katz, and talked to them about Dr. Pridgen's potential partnership and -- I don't remember the month, though.
Q. For time stamp purposes, when you had that discussion that you just testified about, was Dr. Katz in the CMO role at that time?
A. I don't remember the dates he went CMO and I wasn't, so.
Q. Where was that discussion that you testified about?
A. I don't remember. It was on the phone or email or meetings. I don't remember. I met with him regularly so there's no way I can remember all that.
Q. And to the best of your recollection, what did you relay to them?
A. Best I recall is that I think there was a time

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period we were looking for her contract, and we were trying to figure out where her contract was and making sure what the dates and when the three years was up. And so I think once we -- I think they were getting the contract. And then they were asking me my -- you know, what are -- they were trying to figure out what we'd done in the past and what would be an objective method of allowing a new person to become a partner. And they were working on that pretty aggressively. And I was seeing patients, so.
Q. Accurate that Dr. Baker was made a partner without anything in place in terms of objective versus subjective standards of evaluation?
A. I think they evaluated him. I just don't think it was formal. I think it was an informal evaluation of his -- he's a specialist, so he was different.
Q. Well, if there was an informal evaluation of Dr. Baker, was there an informal evaluation of Dr. Pridgen?
A. I don't know if they -- you'd have to ask them that.
Q. How did Mr. Watson respond to that discussion that you've just testified about?

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A. He said he was formulating a method to come up with the standard for family doctors to become partners.
Q. And how did Dr. Katz respond?
A. The same. They were working on it together.
Q. Did the board ever vote on objective versus standard or subjective requirements that were necessary for someone to become partner?
A. No, not that I remember.
MS. POLVI: My next several parts are not going to relate to anything that's designated as confidential.
MS. BRYANT: Can we go off the record for just a second?
(Off the Record)
(Mr. Hartzog joined the deposition.)
MS. BRYANT: On the record. Dr. Lowder's concern is about how, if at all, he's being recorded in this deposition. And I told him the court reporter is recording this examination, as is maybe obvious.
MS. POLVI: Right.
MS. BRYANT: But his question that he wanted me to ask, which we can talk about either on the record or off, is if he is being recorded in any

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other manner other than the court reporter. And whether you answer that right now or later, he wants to know whether he's being recorded in any other way.

MS. POLVI: I'm not. Are you?

DR. PRIDGEN: (Shakes head.)

MS. DUNLAP: I am not recording.

MR. LEHRER: I am not recording.

BY MS. POLVI:

Q. So we are back on the record, and to confirm from your testimony, is that what you asked your counsel about?

A. What?

Q. During break.

A. What?

Q. What your counsel just put on the record?

A. Yes.

Q. I don't disbelieve you, but I'm just -- just for clarity of the record. During the time period of Dr. Pridgen being at the practice to the present, who would be the decision-makers for whether or not she became partner?

A. I would need further clarification of the dates that you want on that because it's different answer, like I kind of said before.

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Q. And that's a fair distinction. But I want to -- if you have time frames in mind that would be different, feel free to identify those.

A. From -- from she would not have been eligible for partnership until 2016. So you said from the time she worked there until now, she would not have even been eligible until September of 2016. At that point, it would have been Family Care Partners would have been the decision-makers for her to become partner.

Q. So let's harken back to the negotiations that occurred in 2012 and 2013. We have what's I think the title at the top it says Employment Contract. And we have I think some different versions that are signed. But all of them content-wise are the same version, at least that I have in the record. Are you aware of any other drafts that were ever in existence?

A. Not to my knowledge.

Q. And there is a -- that written document. Did anyone provide it to you? Or were you the author or someone else?

A. I don't remember.

Q. And with regard to -- actually, let's just make it an exhibit.

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MS. BRYANT: She's going to mark your copy.

(Plaintiff's Exhibit Number 1 was marked for identification purposes.)

Q. So you've been handed what's marked as Exhibit 1. It's Bates numbered Colonial 160 through 175. Have you seen this document before?

A. I can't recall if this is the one I've seen or not.

Q. And if we look at the last page, 175, is that your signature?

A. Yes.

Q. And it identifies you as president being the title for Colonial Family Practice, LLC. Was that your title at the time?

A. I guess so.

Q. How long did you hold the president title?

A. I don't know.

Q. Are any of these information about your title in your records at home identifying when you held titles and when you didn't?

A. I don't think so. I don't really know. I don't go by that. I'm a doctor, so I don't know.

Q. Well, you didn't know when you were CMO and you don't know when you were president. Did they ever overlap?

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A. I don't know.

Q. Well, if you don't know your titles and when you held them, how would -- how would we know that in the record?

A. I can look them up and I'll be glad to go home and try to figure out when my titles were, if that's important.

Q. It is. If you can supplement to your counsel since you're not able to answer today.

MS. BRYANT: Object to the form. If you've asked for that, I'll provide it. But I don't think you've asked for that, so.

Q. I'll do a separate discovery request because I do think it's relevant to know in what capacities you were holding positions when these decisions were being made.

A. Okay.

Q. A look at the signature date for Dr. Pridgen indicates here June 11, 2013. There's not a date signed here. Do you recall when you signed this document?

A. No, I didn't. But I -- I think I have -- my contract looks different than this. And it was -- I thought it was September. But I can't remember off the top of my head. But I -- I'll

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make sure it was September and not this date. And my signature is not signed on the date. There's no date on mine.
Q. And just so I'm clear, when you're saying there's no date on mine, what date are you referring to?
A. There's no date on my signature on this document you've handed me.
Q. Right. And how is yours different that you say you maintained?
A. Well, I mean last I looked at it, I thought it was September of 2013.
Q. And that's a date that you indicate that you signed this document?
A. I don't remember. I'll have to look at my document to do that. I'm not going to say that off the top of my head.
Q. Well, I would put forth I'm not trying to trick you. This is Colonial's production, not mine.
A. It's not dated so I don't --
Q. Right. But I'm just identifying to you this is a copy that I received from Colonial's counsel. With regard to this document, I think you've already identified it, but just to be clear on the record, is this the one that we've described

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as employment agreement discussed earlier?
A. I don't know if this is the one or not. It looks different to me than the one I had.
Q. And in what -- I just need to be clear on the record. What ways is it different? Just the signatures or the content of the text?
A. I haven't had time to read it, and I would have to go back and read it and study it and compare it to the one I have. I can't answer the content.
MS. BRYANT: If we can go off the record for a second, I think I can probably clean this up.
MS. POLVI: Sure.
(Off the Record)
BY MS. POLVI:
Q. You've expressed some question about the document and you've requested time to read it and, of course, I want to give you time to do that. So please take the time, and we'll go off the record while you review it. And then just tell us when you're ready to come back on the record.
A. Okay.
(Off the Record)
BY MS. POLVI:

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Q. So I believe where we kind of left off was with regard to whether this is the employment agreement that you're aware of memorialized in terms of a written document?
A. Yes.
Q. And is it --
A. I believe so.
Q. And I want to ask you about first the -- some information that's on the first page indicates here in the very first paragraph 31st day of May 2013. Did you physically meet with Dr. Pridgen on that day or on or around that date?
A. I do not remember.
Q. And we see -- then if we jump back to the back page that Dr. Pridgen identified a date with her signature line as June 11, 2013. Were you present with Dr. Pridgen when she signed this document?
A. I don't remember.
Q. And we see that it appears to be Lissa Lara's signature in the witness column on the left-hand column for both you and Dr. -- or excuse me, you and Dr. Pridgen's signatures. Do you recall if Lissa Lara was present when you signed the document?

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A. I don't remember.
Q. Recitals on the first page Section B states, "The employee is: I, has an established family medicine practice in Columbia, South Carolina." What did you understand her established family medicine practice in Columbia, South Carolina, to be?
A. A family medicine practice.
Q. When other doctors have joined Colonial to work at the practice in any capacity, have any other doctors brought established practices with them?
A. I have to think on that. Joined you say -- which entity are you asking about?
Q. Colonial.
A. Colonial. I can't remember if Dr. Mahr and Dr. Stewart brought -- I'm not sure they brought a practice over. They brought some patients over from other -- their other practice.
MS. DUNLAP: Sorry. Was that Dr. Moore?
THE WITNESS: Mahr.
MS. BRYANT: M-A-H-R.
THE WITNESS: M-A-H-R.
MS. DUNLAP: Okay. Thank you.
BY MS. POLVI:
Q. Did Dr. Baker bring an established practice when

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he joined Colonial?
A. No.
Q. Next I want to ask you about term number 15 if you'll turn to page 11. This term is entitled "Membership Interest Purchase." Who drafted this paragraph?
A. I think it's a standard paragraph for our contract.
Q. I'm looking at the second line phrase that states, "Both employer and employee agree that consideration will be given to permitting employee to purchase a membership interest in Colonial Family Practice, LLC, at the end of the third year of employment, or at such other time as agreed to by the parties." Do you recall telling Dr. Pridgen that such consideration would be given to her?
A. Yes.
Q. In the last phrase of that quote that I just read which states, "End of the third year of employment, or at such other time as agreed to by the parties," would you agree that that term allows for Dr. Pridgen to become partner at any time?
A. Only if agreed to by the parties.

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Q. So knowing that this contract was in existence and has this phrase, is it accurate that Dr. Pridgen could have been partner even proceeding the transaction with Varsity?
A. Yes.
Q. The last sentence of this term number 15 states, "The purchase price, percentage amount and remaining terms of such buy-in and the method of payment shall be determined at the time of buy-in." Did you have any discussions with Dr. Pridgen about what that buy-in would be if she were to become partner?
A. Not that I recall.
Q. Were you ever in contact with Dr. Pridgen's accountant who was helping her evaluate what buy-in might entail from a financial standpoint?
A. Who is her accountant?
Q. I can tell you the exact name because I don't want to misstate it. James D. Rogers, or another accountant from Thomas Watson and Dyches, LLC.
A. I just don't remember.
Q. This sentence -- and I'm looking at the last one in 15 -- "The purchase price, percentage amount and remaining terms of such buy-in and the

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method of payment shall be determined at the time of buy-in," who would be determining that?
A. Sorry. Can you repeat it?
Q. Sure. "The purchase price, percentage amount and remaining terms of such buy-in and the method of payment shall be determined at the time of buy-in," who would be making that determination?
A. I guess whoever was on the board at that time when it was -- when she was eligible.
Q. Prior to the Varsity transaction on or around, I think you've identified, December 2015, were there any management companies over Colonial Family Practice?
A. Prior to '15?
Q. Yes.
A. No.
Q. For the time period prior to Varsity, how often did the partners of Colonial Family Practice meet for decision-making?
A. I don't remember. It was not a set schedule.
Q. Understanding it's not a set schedule, did you have an annual meeting, bi-annual?
A. No. We met more than that. We met every month or so. Every couple months.

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Q. And accurate to say that Lissa Lara, the signature we see on the last page of this Exhibit 1, was CEO for some time period, a couple years with Colonial Family Practice?
A. Yes.
Q. And was her employment ended voluntarily or involuntarily?
A. I'm not sure. It was kind of some friction at the end there, and I'm not sure if she resigned or she was let go. But there was a confidentiality agreement of that settlement, and I don't really feel I can talk about it.
Q. Did anyone fill the CEO position after it was vacated by Lissa Lara?
A. I can't remember.
Q. As indicated by at least the title here, you were the president of Colonial Family Practice. Did you seek to replace Lissa Lara in terms of having a new CEO?
A. I've had a ton of CEOs so I can't remember the time frame and who was next and who wasn't.
Q. Just from a witness standpoint I just want to make sure we've encapsulated ones that would be important. If there's been a ton, you know, we have Lissa Lara identified I think on both sides

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potentially as a -- as a key witness. Are there any other CEOs that would have personal knowledge, as far as you know, about Dr. Pridgen's claims or the defendants' defenses?
A. No, not that I remember.
Q. Did you execute a similar agreement to what we see here as Exhibit 1 with Dr. Baker?
A. More than likely. I'd like to look at it if you've got it before I speak to it.
Q. Well, just to your recollection?
A. I'm sure.
Q. And would a employment agreement, if not the exact same as what we see in Exhibit 1, something similar be in existence for each of the physicians employed at Colonial Family Practice?
A. Should be.
MS. POLVI: Okay. I think we're at a good stopping point for a break. Lunch-wise, we're going to take a lunch break, but again, just as a -- we kind of covered this previously, but if you talk with anyone during the break about the substance of your deposition, I am allowed to ask about it and you would have to testify about it. But, of course, you can talk about anything, you know,

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non-related, Clemson football, things of that stuff are fair game.
THE WITNESS: There you go.
(Break from 12:09 p.m. until 1:06 p.m.)
(Mr. Hartzog joined the deposition.)
(Plaintiff's Exhibit Number 2 was marked for identification purposes.)
BY MS. POLVI:
Q. Back from lunch break. Other than the document discussion, have you had any substantive discussions with anybody during our break about the deposition?
A. No.
Q. Okay. So we'll jump back in. Let's start with what's just been marked as Exhibit 2, and it's a memo dated April 25, 2016; subject says "Partnership Status" from Dr. Pridgen to yourself, Dr. Lowder, and copied to Thomas Watson. Have you seen the document before?
A. I think I remember it.
Q. Do you recall receiving it on or around the date identified here, April 25, 2016?
A. Yes.
Q. And how did you receive it?
A. I don't remember. I don't remember if it was an

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email or -- it says memorandum, but I don't remember how I got it.
Q. When you received the document, did you have any substantive conversations with Dr. Pridgen about it?
A. I knew Dr. Pridgen had contacted me in the spring of that year, and I think we met in the summer to discuss her partnership.
Q. What did you discuss during that discussion about partnership?
A. Best I recall, we talked about that I had talked to Varsity -- not Varsity, sorry -- that I had talked to Family Care Partners and that we'd kind of been back and forth a little bit, and I was trying to get it nailed down to what her buy-in would be and how it would work and what were her -- how much it would be and how many -- what was their -- going to be their standard methodology for determining partnership. And, I mean, that's on the recording, so I'm sure you've heard that.
Q. And we might even be able to save us time is that we've produced two recordings with you and Dr. Pridgen. Is that your voice in the two recordings identified as being with you?

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A. Best I can tell, yeah.
Q. Because that will save us a lot of time --
A. It's pretty loud.
Q. -- from having to play all those.
A. Yeah.
Q. Okay. This memorandum, I want to give you some time to read it, but I want to see if anything facially jumps out at you as being incorrect within the memo?
A. Hard to go line by line and say, well, this is not quite accurate, there's -- yeah, I think there's a few kind of borderline statements in there, and there's one statement that's really false, and that's, "I am disturbed to learn that once Varsity came on board there will be no more partnerships." Of course, that wasn't true. And let me look and see. And I would have to really, you know, break it down line by line to say anything as strong as I don't see anything wrong with it, but in general, I -- most of it's correct.
Q. There's a portion kind of midway through this memo from Dr. Pridgen that asks about this -- being given the same terms and conditions that others have been given. Are there any reasons

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that you're aware of that Dr. Pridgen should be given any different terms and conditions than other physicians seeking partnership?
A. Yes, because it was a new entity and they were still determining the terms and conditions and that was -- and I believe you mentioned it before, brought out in the other contract.
Q. I was confused by that last part of your testimony, what did you mean by that?
A. Well, there was, you know, the terms and conditions to me is a -- in that other, I don't remember exactly how it reads at this point, but it talks about that it -- she would be considered for partnership and, of course, that would be negotiated later how all that worked and what the terms and conditions were.
Q. And you're referring to what we've marked as Exhibit 1?
A. Yes.
Q. Okay. We see that Mr. Watson is copied on this memo marked as Exhibit 2. Did you and Mr. Watson discuss receiving this?
A. I think so. I think at some point I notified him that Dr. Pridgen was interested in partnership.

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Q. How did Mr. Watson respond?
A. That he would get a method, you know, for family docs to be able to buy-in.
Q. At some point there's some discussion about patient numbers. When did that start becoming part of partnership conversation?
A. I don't know if he or Gary decided that number, but it was 550 is what they came up with, 550 patients a month.
Q. Was any other number ever given to Dr. Pridgen from you on a threshold that she should meet for patient numbers?
A. Not that I remember. I said 550 that day when we met.
Q. And in terms of that patient threshold, the 550 number, I think it's clear in the documents, but just so we're clear on the record, is that intended to be per month?
A. I don't remember if it was per month or average or how they were going -- what they ever settled on that. I remember 550 being the number.
Q. And I think you've already testified to it, but accurate to say that the board has never voted to make that a requirement?
A. I think that's right.

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Q. And in terms of your recommendation or not recommending with regard to Dr. Pridgen, did patient numbers have an impact on your opinion of whether she should be partner or not?
A. Yes.
Q. And has that been something that has been continuous or a particular period of time?
A. Since Family Care decided on that methodology.
Q. But accurate to say that, again, the board never voted to actually accept that methodology?
A. Far as I can remember.
Q. The last sentence of the third paragraph of this memo, Dr. Pridgen writes, "It's crucial that I learn immediately whether or not I'll be a partner, and, if so, I need to know precisely what negotiations are necessary to achieve that in advance." Were there any offers for partnership in 2016 to Dr. Pridgen?
A. I don't think so.
Q. Looking at kind of the second half of the last paragraph, Dr. Pridgen wrote, "I appreciate all that everyone has done, particularly Dr. Lowder, and I feel that those who have worked with me, including Dr. Lowder, believe that I have held up my end of the bargain and have been an asset

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to this group." Would you agree with that statement that she's been an asset to the group?
A. Yes.
Q. And do you feel there's anything that Dr. Pridgen has done that hasn't held up her end of the bargain when she became a physician at the practice?
A. I feel like, yeah, I feel there's a couple things that -- that we were concerned about later on; not when she first joined, but there's a couple of things.
Q. To what are you referring?
A. Just making sure that we do excellent patient care and we're empathetic with patients and that we're following up on lab tests or biopsies appropriately and that we're not punishing patients for being late and refusing to see them; that we're, you know, we will see you today mentality. In fact, I had to do a writeup on her for multiple complaints in a short time frame.
Q. And are you referring to some of -- I think it's around 2018?
A. Yeah.
Q. And have you issued any other warnings of that

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kind to any of the other physicians that work out of Colonial Family Practice?
A. I haven't had that many complaints in a row on people.
Q. And I understand that that's your rationale, but just to be clear, your answer is no?
A. No, no, no.
Q. Okay. And my understanding is that there's a situation that I think involved a patient passing in which Dr. Soto was sued. Was Dr. Soto reprimanded for the circumstances surrounding the death of that patient?
A. Is that confidential?
MS. BRYANT: I think that that may involve confidential information of Colonial's practice, so I would ask Dr. Pridgen's husband to leave for this answer. And to the extent you have additional lines, I would ask him not to be here for those questions.
MS. POLVI: It's not too many so if you want to just step to either the front reception or --
MS. BRYANT: The conference room next door is open if you want to go in there.
(Mr. Hartzog left the room.)
THE WITNESS: I can't remember the question, can you

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say it again?
(The question was read back.)
Q. Okay. And my understanding is that there's a situation that I think involved a patient passing in which Dr. Soto was sued. Was Dr. Soto reprimanded for the circumstances surrounding the death of that patient?
A. What do you mean by reprimanded?
Q. Did he receive a warning or any other form of reprimand?
A. He -- yeah, he had to come meet and talk with me, but it was verbal; it was not written.
Q. When was your verbal warning to Dr. Soto?
A. I don't recall.
Q. Are there any other verbal warnings that you recall relaying to any of the other physicians at the practice?
A. I mean, I'm sure. I've been practicing 25 years, I'm sure there were some, but I don't recall them fresh off my memory.
Q. And since the on or around August 2018 reprimand to Dr. Pridgen, the written warning, have you provided any discipline to any of the physicians at the practice?

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A. I don't think so.
MS. POLVI: Okay. I'm going to be back in a non-related, non-confidential avenue.
MS. BRYANT: Okay.
(Mr. Hartzog joined the deposition.)
BY MS. POLVI:
Q. Okay. I think where we left off before I asked you those subsequent questions, which Art stepped out, I think we left off where you said that you had a couple of things, concerns, and I want to make sure we covered all, we didn't end before you had fully answered that question.
A. So what's the question?
Q. Did you have any other concerns that were the basis for your answer that you said in response to my question if Dr. Pridgen had kept up her end of the bargain, you said you had a couple of concerns. I wanted to make sure we had covered those concerns and if you had any others to add before we moved on?
A. No.
Q. When's the last time you spoke with Dr. Gary Katz?
A. I don't remember.
Q. Any time recent?

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A. No.
Q. Have you spoken with him since he was deposed in this case?
A. No.
Q. With regard to the CMO position, my understanding is you held the position for a period of time and then Dr. Katz held it for I think, give or take, about seven or eight months and then you returned to that position; is that accurate, to your recollection?
A. Sounds about right. I don't know that I'm actually in that position, but I can look -- like we said earlier, I can look and see.
Q. But at least at the time immediately following Dr. Katz in the role, you returned to the role?
A. I don't -- I don't know that that's 100 percent accurate. I don't know what we call me right now is what I was saying earlier.
Q. Okay. I'm going to ask kind of the transition two times there. Let's talk about the first kind of time frame where you held the role of CMO and then Dr. Katz. What transition, on boarding, anything of that sort, occurred, kind of a torch being handed off of the position between you and Dr. Katz?

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A. I don't -- I don't recall. He just started becoming chief medical officer, and we had meetings, you know, every week or so for a while and then he would email and we would communicate about passing the torch, I guess.
Q. And how were you informed that he would be taking on the role of CMO?
A. Probably by Dave Alpern probably by email. I do not remember the specifics, though.
Q. I can make my assumptions, but I do need to ask on the record. Would this have been voluntary where you gave up that role?
A. Yes.
Q. Okay. But would you have preferred to keep it?
A. No, I couldn't. I was too busy and the practice was expanding. So they needed a chief medical officer that could focus on it.
Q. And did you and Dr. Katz have an open line of communication while he held the position of CMO?
A. Absolutely.
Q. And how many conversations do you estimate that you had with Dr. Katz specifically about Dr. Pridgen?
A. No idea.
Q. Would you agree that you did have some

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communications with Dr. Katz about Dr. Pridgen?
A. Yes.
Q. Did you inform Dr. Katz of the need to keep following up on Dr. Pridgen's request for partnership?
A. I believe --
MS. DUNLAP: Object to the form.
A. -- I did.
THE WITNESS: Ooh, sorry.
Q. Still answer. Her objection is on the record.
A. I believe I did.
Q. What did you relay?
A. I don't remember anything specific. I just told him, kind of like I would have told Tom Watson, that we had been in communication about her partnership, and she desired to be a partner.
Q. And at that time that you relayed what you just testified about to Dr. Katz and Mr. Watson, what action was taken to follow up on that, if any?
A. On my part or on their part?
Q. Either that you know of?
A. Yeah, I mean, when I would get a meeting with her and when we would talk and when she would text me and stuff, I would relay it to them that, you know, they needed to move on with the

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methodology.
Q. And that same methodology was not being applied to Dr. Baker?
MS. DUNLAP: Object to the form.
MS. BRYANT: Yeah, object to the form.
A. Dr. Baker was a specialist, and it was a different situation.
Q. So is it your testimony that exception should be made for Dr. Baker but not Dr. Pridgen?
MS. DUNLAP: Object to the form.
A. Can you say that again?
(The question was read back.)
Q. So is it your testimony that exception should be made for Dr. Baker but not Dr. Pridgen?
MS. BRYANT: Object to the form as well.
A. I wouldn't say I believe that an exception should be made. I think there should be a different formula for a specialist versus a family doctor buying in.
Q. And to confirm, no formula had been adopted by the board for either specialists or family doctors at that time?
A. Correct.
Q. When's the last time you spoke with Mr. Thomas

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Watson?
A. I don't know.
Q. Have you spoken with him since Dr. Pridgen's lawsuit filing date?
A. What was the date? I think the answer is no, but --
Q. That's a fair question. So have you spoken with Mr. Thomas Watson since May 9, 2018?
A. No.
Q. Have you tried to contact him, Mr. Watson?
A. Since that date, is that the same question?
Q. Yes.
A. I don't believe I have. I may -- I may have when I initially got it, but I really don't remember if -- if I got the attorneys to call him or we -- or we attempted to call him. I believe I might have attempted to call him, but there was no reply.
Q. And where do you understand Mr. Watson to currently reside, if you have any knowledge of that?
A. I don't know.
Q. Okay.
A. Up north is all I know.
Q. Have you spoken with -- well, let me rephrase.

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When was the last time you spoke with David Alpern?
A. Don't know.
Q. Have you spoken to him within the last year?
A. No.
Q. And have you spoken with him since the May --
MS. BRYANT: 9, 2018?
MS. POLVI: Thank you.
Q. -- May 9, 2018?
A. No.
Q. Okay. When's the last time you spoke with David Campbell?
A. Don't know.
Q. Have you spoken with him within the last year?
A. No.
Q. Have you spoken with David Campbell since May 9, 2018?
A. No. I take that back. I may have. I -- I really -- all those dates and all when all that unraveled are unclear to me, and I don't want to misspeak and say. I do not remember the last time I talked with him.
Q. And when's the last time you spoke with a individual with Varsity Family Care Partners?
A. I don't remember.

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Q. Any time within the last year?
A. I don't think so.
Q. Did you speak with anybody affiliated with Varsity Family Care Partners since May 9, 2018?
A. I don't remember.
Q. And heading back to my prior individual that I asked about, David Campbell, my understanding is he was the FCP management managing member for a period of time?
A. Right. Short period, yes.
Q. How long is your estimate of how long he was the managing partner?
A. Probably just two or three months, if I remember right.
Q. Were there any other key individuals in that role before or after?
A. Steve Boyd was kind of -- I guess you'd call him a manager. He was like an interim manager at that time, The time it all went south.
Q. And he would have preceded Mr. Campbell?
A. Yes.
Q. And about how long was Mr. Boyd the interim manager?
A. Four months.
Q. Was there anyone that you actively spoke with

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that proceeded Mr. Boyd?
A. (Shakes head.)
Q. For her (indicating).
A. No. Sorry.
Q. With regard to locations, do you know where Mr. Boyd and Mr. Campbell were working out of when they were the managing members?
A. Mr. Boyd would come to the office in Sumter. Mr. Campbell I don't think ever did. He was up north somewhere.
Q. And you explained some earlier, but I think I'm still a little confused and maybe you can shed some light about the lender company involvement. Who sought to place the lender in place?
A. Again, I'm a doctor, but this is financial and it's complex, and my understanding, or my limited understanding was when Varsity did the initial transaction, they used a lender to borrow like $32 million, from what I understand, to purchase, you know, to use it towards the assets of purchasing the practice and all the -- all the doctors and stuff. And so when the company became insolvent, the lender still had the loan out there, so therefore, to continue Colonial Family Practice, we had to maintain the

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relationship with the lender and have to pay off that loan. So they're essentially a partner with us now because we have such a substantial debt to them.
MS. BRYANT: Shannon, if I may, now that we're getting into -- I didn't think your question was going to call for confidential information, but since we're getting into the financials of the organization either preexisting or current, I'm going to ask Dr. Pridgen's husband to leave again. And I would maintain that Dr. Lowder's answer is confidential and involves confidential information, and we don't intend to waive that designation because Dr. Pridgen's husband is in the room. So I'd ask him to leave if you're going to inquire any further.
MS. POLVI: I'm just going to stay on this thread for a little bit, so yes, please.
(Mr. Hartzog left the room.)
BY MS. POLVI:
Q. To follow up on your previous answer, you referenced that a company went insolvent. To which company were you referring?
A. Family Care Partners.
Q. And do you attribute a reason or reasons why the

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insolvency occurred?
A. I have a lot of opinion on that, and I would -- I would say it would be fairer if Family Care Partners or Varsity was able to answer that question instead of me.
Q. Well, I still need to get your take on it.
A. Fair enough. Well, I believe that we grew too far too fast and violated, you know, a couple of business rules, like kind of getting the cart before the horse. You know, we had a CEO and a CFO and a CMO and a COO, you name it. And so it was a ton of expense that built up. And so the other issue was some accounting irregularities and poor accounting, poor, you know, books. And I think they realized they were in severe financial trouble, and along with about ten other things, I think it just kind of catapulted to the point where it was insolvent.
Q. And for the time period that these concerns that you relayed were occurring, what would you put that at like in terms of a time frame? When, for example, was the severe financial trouble occurring?
A. 2016, 2017.
Q. So you referenced a 32 million transaction. Is

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that the same December 2015 transaction that you referred to earlier in your testimony?
A. Yes. I don't know when they took on the debt, but it was about the same time.
Q. When did Varsity first start coming into the picture in terms of Colonial Family Practice?
A. Probably earlier in '15.
Q. And who solicited who in terms of an interest?
A. I had a friend who was up in Charlotte and I was talking to him, and just tons of stuff on me trying to run the practice and be the manager and be the doctor, and it was just a lot of stress. And he said, "Clay, there's a guy that would -- there's a couple of healthcare companies that would probably be interested in y'all and would you mind if I kind of brokered the deal and put y'all together." So kind of started pretty innocent like that. I had no idea any of that was available.
Q. Okay. And who's your friend in Charlotte that helped broker the deal?
A. I'm sorry, I'm drawing a complete blank. I can get it to you, though.
Q. And how did you present to the other partners of Colonial this potential option?

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A. I think we had a partner meeting one night and I said, "Hey, would y'all like to explore this?"
Q. In the time immediately proceeding the actual transaction, when was the actual decision made by the current partners of Colonial at that time?
A. I don't remember. '15, 2015.
Q. Was the friend in Charlotte that helped kind of broker the deal, brought the idea of a healthcare company partnership, was that individual an attorney or accountant or some other type of profession?
A. Uh-huh. Tom Livingston is the name, and he was an accountant.
Q. From the transaction with Varsity, what benefit did the partners of Colonial receive?
A. What do you mean "benefit"?
Q. Financial in nature?
A. Yeah. Well, they kind of purchased part of our practice and like -- they purchased like 61 percent of our practice. I'm sorry, they purchased the whole practice, and then we rolled back 39 percent. I'm a doctor so I don't know financial, but they ended up owning 61 percent and we owned 39 percent, the partners did.

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Q. And what was the purchase price? Was that the 32 million?
A. No, that was the debt that they took on. The purchase price was 55 million, if I remember right. But then there's a rollback in there, so it's not like we got all that or anything.
Q. So the -- I don't want to put words in your mouth, I'm just seeing if this is right. Of the 55 million, would the partners at the time with Colonial have received 61 percent split between them of the 55 million?
A. I can't say reliably how much. There was a lot of math in there now so I cannot say reliably. That's -- there's a lot of fees and different things.
Q. Would it be accurate to say that each partner received a couple million each?
A. Yes.
Q. And how would you distinguish -- like you said it is complex, but I think you might be able to shed some light on the difference here between Varsity purchasing an interest and then -- which give or take was around the 55 million mark, and then there being a 32 million debt of sorts. If you can distinguish for us, what's the

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difference between those two?
A. Good question. I mean, I think that -- that Varsity went out and got debt from a bank to be able to pay the initial money. So I think they borrowed the money, and when I about lost my whole practice, I had to honor that. So I was about to lose my whole deal.
Q. So in the meantime, because obviously there's a difference between the 55 million sum and the 32 million sum, to your understanding, did Varsity take out a loan on the full amount and they had been paying off that 55 million, or 32 was the amount of their loan?
A. I was not privy to that. I don't know.
Q. And your testimony, you were concerned about losing the practice because of the debt that you referenced. How did you first become aware of that being a risk or a fear of yours?
A. When it went insolvent and they notified me that there was a huge debt on it. I didn't know before that.
Q. And was the practice itself put as the collateral on the loan?
A. I don't know they -- I don't know how that would have worked out if we hadn't honored it. It was

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threatened that we had to close if we didn't honor it.
Q. Who relayed that to you that you perceive as a threat?
A. Freeport.
Q. Did they relay that in writing or verbal?
A. Verbal.
Q. And was it relayed at a meeting or a one-on-one conversation or some other form?
A. In a meeting.
Q. When was the meeting?
A. November -- and I think it's November of '17, but I don't -- I'm not 100 percent sure if '17 -- let's see. This is '19. I think November of '17 I think is when the first meeting with Freeport was.
Q. Was that meeting participated with all of the partner physicians at Colonial or just a portion?
A. All. I think everybody was there.
Q. From the loan standpoint that is in existence, has the practice been paying on it since that meeting give or around November of 2017 to the present?
A. Yes, it -- I don't know since the date now. I

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mean we didn't really close with Freeport until June of '18, and then we were negotiating the loan and how to pay it and the terms and all that stuff with them so that we could keep our practice going. So since we closed in June, we've been paying on it.
Q. So we see that from your testimony there's the loan and then there's the sum that initially the partners received in the initial transaction. The loan is less than the transaction, so is it fair to say that when we spread out the transaction benefit to each of the physician partners at the time, the amount that those partners will have to pay on the loan is less than the amount that they gained from the transaction?
A. No.
Q. And how so?
A. Just trying to do the rough math in my head, I come up with about 20 -- I can't remember exact how much it would be between eight partners, but I think it was about 25 or so million that the partners would have received, plus you've got to pay taxes on all that, and then the loan and the interest and all is going to be way more than

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that by the time it's paid.
Q. So from the loan perspective, what is the interest rate?
A. I don't know. I'd have to look that up.
Q. How long does the practice have to pay off the loan?
A. It's not declared.
Q. And in terms of, let's say, I think you indicated the close was on or around June 2018, since that time frame to the present, is the practice paying the loan directly from the proceeds month to month or from out of pocket from the partners?
A. So I mean they use a formula according to our earnings and then we split the earnings. So it's essentially coming out of our pockets because we're not able to share in those earnings. We're having to pay the bank directly with those earnings. So I would say out of our pockets because, otherwise, I'd get that money.
Q. And how much are you -- and I know it might change month to month, but let's say last month, how much did you earn for your monthly draw?
A. I don't know. I don't look at that stuff. I can get you, but --

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Q. Did your monthly draw significantly change following the Varsity transaction?
A. Yes. Reduced.
Q. When FCP dissolved, did your monthly draw change?
A. Yes.
Q. How so?
A. Increased.
Q. When Freeport loan closure occurred on or around June 2018, did your monthly draw materially change?
A. Yes. It went up.
Q. And considering the months that have occurred almost a year since that June 2018 time frame, are you back to a draw similar to kind of pre-Varsity time frame?
A. No.
Q. How would you describe the difference between kind of pre-Varsity and this kind of almost a year time frame post-Freeport loan transaction?
A. I mean, it's substantially less.
Q. And I don't think I've asked you this yet. From the Varsity transaction, how much did you personally receive as part of the transaction? I think we've talked about the total lump, but

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not to you personally.
A. There were two bites, so I don't remember what the total was. It probably was around four, 4.8 to around five something million.
Q. Were there any stipulations when it was received, or it was just received as a lump sum you could use as you saw fit?
A. There was -- no, there was a stipulation on a percentage of it. That's why there were two bites, one you got and then the other was contingent upon going a year and then, you know, making sure there wasn't any surprises and making sure that -- I can't remember what they call that, but just making sure that we didn't have any big expenses that we hid or anything like that. And then you got the second bite.
Q. And did the second part, that came unencumbered once that year passed?
A. What is unencumbered?
Q. You received what you anticipated?
A. Yes. Well, close. Close. There was a couple little things they took out for.
Q. The reductions, the things that they took out for, what were those?
A. One I remembered is there was -- they had

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inadvertently paid us for rent for a Camden office where Dr. Baker, interestingly enough, had been practicing. And so it was included on the rent roll and they had paid the rent roll so they took that back out of it. And that was one thing. The rest were like other fees and things that had come up that weren't disclosed. I don't remember exact details. I can't name them, but smaller other items and stuff and they would -- they took that back out. But they paid us most of it.
Q. Okay. Let's just stay on the financial track. Some of these are various documents. Start with this one.
(Plaintiff's Exhibit Number 3 was marked for identification purposes.)
MS. DUNLAP: I don't see a Bates label. Do you know where this came from?
MS. POLVI: It is production from Lyndey but --
MS. BRYANT: Is it from one of the native spreadsheets that we produced?
MS. POLVI: I think so.
MS. DUNLAP: So Family Care Partners?
MS. BRYANT: I mean, without seeing a little bit more context, I don't know. But I mean I do know we

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produced native spreadsheets that aren't going to have Bates labels in the corner.
MS. DUNLAP: Yeah.
MS. BRYANT: I just I don't -- obviously I don't have a memory for numbers to tell you where this came from.
MS. DUNLAP: Sure.
MS. BRYANT: But I mean if you think you pulled this from a native --
MS. POLVI: I did, yeah. There was a couple I printed that were from the native and those won't -- I guess won't have any of the -- same as I did, I sent you a couple of native ones. Just can't really Bates some of those.
MS. BRYANT: Do you know if it's from -- do you know what -- maybe you're going to ask him what entity it's from, but was that in our -- could you tell from the native you pulled it from what entity this was from?
MS. POLVI: I believe this is from Colonial, because I have it titled as Colonial Monthly Totals on my tab, so assuming from where I printed it from.
Q. This has been marked as Exhibit 3. It's a front and back page document that has patient counts

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and charges and payment statistics for 2012 through the time that it was populated, which was in the fall of 2018. Does this type of data look familiar to something that's tracked with the practice?
A. Yes.
Q. And when we look at the "Charges" column, which is the third from the left, the one that I'm looking at, the "DOS Charges" and even the "DOE Charges" that we see in the second from the right, would you agree that it shows the practice has increased year to year with its charges?
A. I would have to add it up to say, but it -- it increased it looks like -- I mean just at first glance, it looks like it increased in patient visits in 2014. But adding all these -- I'd have to go add them up and -- it doesn't total it.
Q. Well, looking facially when we look at, you know, kind of the numbers as a trend, it appears year to year it's increasing?
A. Yeah. I mean, we grew.
Q. And with that growth came more income?
MS. BRYANT: Object to the form.

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A. No, not necessarily.
Q. How so?
A. Well, I mean because you've got Varsity and Family Care Partners in here at a certain point remember and we -- we went insolvent, so it's less income substantially in '16, '17.
Q. From a gross profit perspective, would you agree that this shows more profit was coming into the practice before expenditures and loans and things of that sort?
A. Not profit, no. Profit went down. This doesn't show profit. This doesn't show expenses.
Q. Well, and -- we're definitely going to parse that in is that so from what I'm seeing from this chart, I see patient numbers increasing year to year, generally speaking, and I see charges increasing comparatively with the patient increase. If there is a loss of profitability for overall, where do you think that was sourcing from?
A. Like I said before, increased expenses, employee costs, adding multilevel managers, poor accounting, too rapid a growth too fast. I think the records are pretty clear for '16 and '17 that profits were way down. That's why it

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went insolvent.
Q. What months, if any, did you ever have to pay in as a partner?
A. I had to pay in in two thousand -- I believe it was August of 2017. And that was another concern that the practice would, if I didn't -- I was the only partner that put in; everybody else didn't.
Q. Do you have a loan in place to be able to re -- receive a reimbursement for what you input?
A. No.
Q. And what was your pay-in in or around August 2017?
A. I believe it was $200,000.
Q. And are you the founder, original founder of Colonial Family Practice?
A. Yes.
Q. And have you actively through the years tried to keep it as a robust functioning practice?
A. Yes.
Q. When did you originate Colonial Family Practice?
A. 2002. And Dr. Whaley and I kind of at that point formed it together. It was Lowder Family Practice before that, so it's always been my baby, though, and -- so I added him to it 2002.

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Q. And Dr. Whaley is still a partner?
A. Yes.
Q. Did Dr. Whaley have a separate practice that he brought when you two combined?
A. No.
Q. Okay. And how did you come to be in a business venture with Dr. Whaley? Did he contact you or you contacted him or some other method?
A. A prior teacher of both of us kind of knew us and said y'all would hit it off good and called me and said you ought to meet this guy, Dave Whaley. And he came in and interviewed and we hired him in Lowder Family Practice. And I liked that name better, but he switched it.
Q. And had he been a physician at another practice before, or was he straight out of med school?
A. He was out of residency.
Q. Residency. And when you created the entity Colonial Family Practice and it came into existence, did Dr. Whaley get a different percentage than yourself? Or how did you function that in in terms of partnership value?
A. No. We got the same.
Q. During the years 2002 to the present, have the partners of Colonial Family Practice, physicians

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that are partners working there, have they taken equal ownership portion or are there different allotments within the physicians who are partners at Colonial?
A. Each new physician that came in became only five percent owners. And that dwindled equally from Dr. Whaley, Dr. Grunsky, and Dr. Lowder were the three that were the main owners, and then as we added partners, we would give up a little bit each to equal five percent each for them. So they could only get -- buy-in to five percent.
Q. Would that be the same for Dr. Baker currently, that he has five percent?
A. No, he doesn't have five percent. He's got a small amount.
Q. And the other physician partners that work at Colonial, they're under the different, the five percent scenario other than yourself, Dr. Grunsky, and Dr. Whaley?
A. Well, all that got diluted after this deal. So we're still not -- it's way lower than that now. So like I was a 23 percent owner and I believe I'm down to eight now. So all the guys are just diluted down to small percentages. We're all smaller percentage owners of this now. I don't

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remember the exact numbers.
Q. In considering the draws that you've made in say the last year, do you still think it's more profitable to be part of that medical practice than say, for instance, going off on your own to have your own medical?
MS. BRYANT: Object to the form.
A. Yes.
Q. And why do you believe that?
A. I mean I believe that our family doctors and our environment is just way better for -- for financial for -- and for the patients. It's excellent medical care and people love that and they want same day service. And so it creates a business environment that patients, you know, that's very lucrative. And our -- our doctors, even our employee doctors, even Dr. Pridgen, makes over the 100 percentile of the -- of the national average. So I think it's pretty factual that all our doctors, employees too, do well in our financial environment because we work hard and we hustle and we bring patients in.
Q. And have to give a little anecdotal here, is that when I was at your office back it was 2018,

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but there was a lot of patients there; it seemed like an active practice. That day, you were there, so you saw the same thing I did that day.
A. Uh-huh.
Q. Would you describe that as being normal, or is that something that was a high volume day, low volume day?
A. Normal.
Q. And the practice has offices in Sumter and Columbia. How many in total offices are currently functioning now?
A. Shannon, so there's about -- I think there's six in Sumter now. I don't -- six or seven in Sumter; there's one in Columbia; there's really three in Manning. It's three separate buildings. We have an urgent care in Sumter, an urgent care in Manning. We have pediatrics in Sumter. We have neurology in Sumter. We have -- and then we have four, now, in North Carolina. It's called Eastern North Carolina Medical Group. Four there. It was five, but it's four now. It's in Rocky Mount, North Carolina. That's near Raleigh.
Q. And the medical practices in North Carolina, how did they kind of come into the picture? Did you

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help recruit them or someone else?
A. Tom Watson.
Q. And in terms of an ownership interest, how do the practices in North Carolina function from a profitability standpoint? Do they have any impact on what you take home month to month?
A. Well, yeah, they're -- I mean their -- their profit, or mainly their loss lately, comes off our bottom line when they lose money. So it's not a real profitable practice. And if they were to be profitable, they have -- they get a percentage, a tiny percentage of the profits, if they were.
Q. So the current kind of legal standpoint is that if those four practices in North Carolina are not doing well, is profit -- do profits from say the Sumter office have to go towards their losses?
A. Correct.
MS. BRYANT: Object to the form.
A. Correct.
Q. And on the flip side, if they -- those four in or around Rocky Mount, they had profits, theirs would impact positively your draw month to month?

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A. Yeah. I don't know about the draw as much as yes, it would impact the profit.
Q. Okay. And just refer back to Exhibit 3. I'm looking on the back page. I received these -- you have fall 2018. Is this something that has continued to be maintained that, you know, at a later date if we needed new documents, you know, updated for down the pipeline they would still exist?
A. Yes.
Q. I'm good to keep going to get through these, but do you need a break right now?
A. Please.
Q. Sure.
(Break from 2:24 p.m. until 2:34 p.m.)
(Plaintiff's Exhibit Numbers 4 through 9 were marked for identification purposes while off the record.)
BY MS. POLVI:
Q. Okay. We're back on the record. First I want to ask about what's marked Exhibit 4 before you. It's a CFP profit and loss for 2017. So looking at the total revenue allocation as identified here is $37,570,201.07. Was that accurate to what you recall as being the revenue for 2017?
A. I don't recall.

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Q. And do you have any reason to contest that that would be an accurate --
A. I don't even know where this document came from, and I wasn't looking at the detailed financials then. And we -- as I said earlier, we had all kind of financial questions then, and so without a further, you know, review, it would be hard for me to say on this.
Q. And based on that answer, am I fair to interpret that you don't have any personal knowledge to contest the accuracy of this document?
A. That's right.
Q. So I want to look down to the next sections of this document reflect the first part, we see the revenue and then we see the costs, expenses, operations, things of that sort itemized out. And at the very bottom it says that there is a net loss of $1,751,510.18. So without having to go down to the cents, if we look at the revenue on the first page and then the losses, fair to assume then that all the costs and expenses then amount up to almost $40 million?
MS. BRYANT: Object to the form.
A. Best I can tell, yes. I mean, we lost money so that kind of makes sense that --

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Q. I want to ask you about the second page where we see the salary and wages portion of the itemization indicates that there was in total for salaries, wages, bonuses, things of that nature $9,369,275.88. Would the income that the partner physicians were making be included in that or separate?
A. I think included, but I don't know. It doesn't say, does it? It says salaries, so that's probably everybody in the whole practice's salaries, like 450 employees, so it probably does.
Q. Okay. And then we see later that sum included with some other operating expenses with a total operating expense being listed on the third page as $14,145,489.04. Is that number similar or different than other years of the practice?
A. I don't know without having it in front of me.
Q. And then down, the very last item section is under "Other Expenses" and there's listed $21,766,895.22 as management fees. Who was receiving that 21 million sum that we see listed there?
MS. BRYANT: Object to the form.
A. You would have to ask Family Care Partners.

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Q. And to the extent of your personal knowledge, did you receive any of that sum that we see listed under management fees?
A. I don't know.
Q. Looking at the revenue number of about 37.5 million on the first page, to then what we see as an overall loss indicated on the last page, did you express any concern to anyone about how that large revenue resulted in a loss?
A. Yes.
Q. And who did you express that concern to?
A. Tom Watson, Dave Alpern. I don't think I specifically said the number, but I expressed concern about the financial well-being of our practice.
Q. And in the years preceding 2017, had there ever been costs or expenses that came close to the total that we see for 2017?
A. I can't remember what '16 was, but I thought '16 was a loss as well. I'd have to go back and look at it.
Q. And in terms of your take home for 2017, you still received an income for the services you rendered towards the practice that year?
A. Yes.

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(Plaintiff's Exhibit Number 5 introduced.)
Q. Okay. Let's go on to Exhibit 5. So in looking at Exhibit 5 -- and actually, let's still have Exhibit 4 handy -- we see that for the fiscal year 2017, in the first row all the way to the right, the total is a little shy of $47.8 million for the fiscal year. And then when look back at Exhibit 4, the total for Colonial Family Practice revenue was about 37.5 million. Would that 37.5 million be included in the total we see here in Exhibit 5 for Family Care Partners?
MS. BRYANT: Object to the form.
A. There's no way I can look at that and tell without detailed accounting.
Q. When we look at the very bottom of this last column for the fiscal year, it appears to be listing -- there's a total of $62,036,221. It seems to be indicating a net loss. Was this disclosed to you from anyone at Family Care Partners Holdings at the time?
A. No.
Q. And it is a complex kind of transaction. I just want to make it clear in terms of our testimony here, Family Care Partners Holdings didn't exist prior to the Varsity transaction in or around

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December 2015, correct?
A. Correct.
Q. So this entity was essentially created to kind of function between Varsity and Colonial Family Practice?
A. Yes.
Q. And you may or may not know, but do you know what the abbreviation EBITDA stands for?
A. Accounting question. Earnings before interest and -- I do know that, dang in -- interest, depreciation -- I mean I just --
Q. Okay. The general principle --
A. I'm sure y'all know.
Q. The general principle being the -- essentially the hard numbers before the total sum of what was the profit or loss.
A. Yeah. Yeah.
Q. Same understanding?
A. Yeah.
Q. Okay. We're going to get to the board meeting minutes later, but at board meetings that you attended, were these type of spreadsheets that we see in Exhibit 4 and Exhibit 5 discussed?
A. Yes. I wouldn't say this specific one was discussed, but this type would have been

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discussed.
Q. And the largest number of what we see as a loss on this Exhibit 5 in the right-hand column is 45 million plus is identified as being a loss of what's described as impairment of intangibles. Does that have any meaning to you as to why 45 million would be considered impairment of intangibles?
A. No idea.
Q. During your time in a medical practice management standpoint, which I guess dates back all the way before 2002, to the present, did you ever allocate any amount of loss as impairment of intangibles to the practice?
A. No. I'm not even familiar with that term, so I don't even know what that is.
Q. Okay. And it may be self-evident from your last answer, but I do need to ask. Did anyone at Family Care Partners ever explain to you what impairment of intangibles meant?
A. No.
(Plaintiff's Exhibit Number 6 introduced.)
Q. Next one is Exhibit 6. This one is a statement of -- consolidated statement of cash flow for 2017 for Family Care Partners Holdings. And it

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has the same number reflected at the top as the previous exhibit for the loss total, but it provides some additional information as well. But we still don't have an explanation for the 45-plus million, at least on this document, but it does indicate that that impairment of intangibles occurred in December 2017. Do you have any knowledge as to what would be an impairment that would create that sum at that time?
A. No.
Q. Did you keep any contemporaneous records during this 2017 time period of what you thought the cash flow or available revenue should be?
A. No.
(Plaintiff's Exhibit Number 7 introduced.)
Q. Next, we look at Exhibit 7. This is Family Care Partners Management profit and loss 2017. Earlier in your testimony you referenced that there were some senior staff added that accounted for some of the additional expenses; do you recall that testimony?
A. Yes.
Q. Do you remember, to the best of your knowledge, how many positions were added from a payroll

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perspective that weren't in existence before?
A. A lot, but no, I don't remember a number.
Q. And if you'll turn to the last page of this Exhibit 7, it's line 65XX Write off intangibles. And I want to ask about here it indicates a sum of about 43.5 million, which is a different number than what we've seen on the last two exhibits for the intangibles sum. It's described here a little bit different. Your answer might be the same, but I still need to ask. Do you know what write off or write off intangibles was occurring that would amount for almost 43.5 million?
A. No.
Q. So, based on it impacting your potential income, do you have any opinion about whether that sum that was considered as a loss was a legitimate loss, or do you have any questions of concern that it was not legitimate?
MS. BRYANT: Object to the form.
A. I feel it was legitimate.
Q. And what leads you to believe that?
A. Because they went insolvent the next year.
Q. Does it draw to you any concern, though, that that amount of money would be in question as not

being known to you as to where it went?
MS. BRYANT: Object to the form.
A. No.
Q. And I think you indicated that it would be someone else that maybe would have a better explanation for these financial records. Who do you think would be the person or persons with the best knowledge about this?
A. Whoever created it and overseeing it, I would guess. Varsity and Family Care Partners and whoever created and was looking at the spreadsheets.
(Plaintiff's Exhibit Number 8 was introduced.)
Q. This Exhibit 8, the next one I'm going to ask you about, and it looks similar but is different than Exhibit 6. This has more information identified in Exhibit 8 with regard to members' equity. Is this a document, Exhibit 8, that you would have seen at any of the board meetings?
A. I could have.
Q. So when I look at the bottom right-hand corner, it's got the member equity identified as a little more than 43.4 million and then the net loss as more than 62 million and then accumulated deficit just under 8 million, and it

says just below that a total member equity as a loss of a little over 26.5 million. Were those numbers that I just highlighted discussed during any of the board meetings with any particularity?
A. Not while I was there.
Q. And during the 2017 time frame, who would have been the primary accountant that you -- with whom you would have been in contact if you had questions about accounting?
A. Paul Miller was the original accountant. But then he was let go probably mid two thousand -- maybe in May of '17 or something like that. So it would have changed midway because he was let go.
Q. Who filled the position after Paul Miller?
A. They had like a team. A guy named Rob Patterson. It was about, gah, four or five of them.
Q. So about a team of four to five potentially led by Rob Patterson?
A. Accountant types, yeah.
Q. And were they in-house employees or working for a third party?
A. No, they were in-house in Fort Mill. They did

create another office up there to do accounting.
Q. Are you still in contact with Mr. Rob Patterson?
A. No.
Q. And does he have -- he or his team have any contact with the financials now?
A. No.
Q. When did their work on the financials cease?
A. I don't remember.
(Plaintiff's Exhibit Number 9 introduced.)
Q. So now I'm transitioning out of some of the financials, but still several documents to cover in this Exhibit 9. Ashley Shirley, is that your medical assistant that we see identified here at the first page of Exhibit 9?
A. Yes.
Q. And about how long has she worked at the practice?
A. A long time. Probably, I'm going to say, 14/15 years.
Q. And we see here a meeting is scheduled identified as being scheduled for February 24, 2016, entitled "Meeting with Lowder and Baker," and it's sent from Ashley Shirley to Thomas Watson. Was this a meeting to facilitate Dr. Baker becoming a partner?

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A. Don't know.
Q. Was Ashley Shirley initiating this, the scheduling of this meeting, at your request that we memorialized on the first page?
A. Don't know.
Q. Would it be fair to say that, as your medical assistant, she most likely would not be scheduling a meeting for you without you giving her permission to do so?
MS. BRYANT: Object to the form.
A. No. She schedules meetings without my opinion all the time.
Q. Would it be normal for her to do so, though, between you, yourself, Dr. Baker, and Mr. Watson?
A. It would be normal.
Q. And what was the substance of the meeting that was being scheduled for February 24, 2016?
A. Don't know.
Q. When you were discussing the potential partnership with Dr. Baker, did you relay to Dr. Baker that you thought it would be a profitable venture if he were to become partner?
A. I don't remember.
Q. If you felt becoming partner was not profitable,

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would you have told Dr. Baker?
MS. BRYANT: Object to the form.
A. Yes.
Q. Did Dr. Baker negotiate the terms of his buy-in to modify what was proposed to him?
A. I don't think so.
Q. So next I want to ask you about what's marked as page four, bottom right-hand corner. Emails that occurred on February 24, 2016, between yourself and Mr. Watson and three other individuals who are copied, you see Paul Miller identified by his name and then two other individuals. Who would those two individuals be for the other two emails?
A. Talking about the top of this page right here? You're talking about right there? (indicating)
Q. Right. The 10:37 a.m. email.
A. Mike Jablon, Paul Miller, Dave Alpern.
Q. And the subject indicates "Updated ACQ pipeline." What does ACQ stand for?
A. Acquisition.
Q. And we see in the second paragraph you state, "Need to make sure we meet with Baker our neurologist and keep him happy. He brings in over a mil. He's a little upset Varsity hasn't

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talked with him. How quick could we get him to buy-in?" Would that refresh your recollection that perhaps you met with Dr. Baker for the purpose of that purpose from page one of this exhibit?
MS. BRYANT: Object to the form.
A. I still don't remember what that meeting was about and when I met with Dr. Baker about it.
Q. But were you words, at least in this email that we see on February 24, 2016, 10:37 a.m., reflective of a meeting that you had had at some point recently with Dr. Baker?
A. Yeah, I think so.
Q. And you reference "Our pain guy Spellman is leaving. That hurts." Would that be Dr. Spellman?
A. Yes.
Q. What practice did he work at?
A. I think we called it Colonial Pain Clinic. It was a part of us.
Q. Then at the top you referenced "Met with Morris Brown from Lake City last night. Says he makes 600k. hospital closed in Kingstree. Huge opportunity. Great guy, but not sure if he got it." What came of your discussions with Dr.

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Brown about potential acquisition?
A. Nothing.
Q. So Dr. Brown did not join the practice in any capacity?
A. Correct.
Q. Knowing that you had had conversations with Dr. Pridgen about partnership buy-in, why was Dr. Pridgen not mentioned in this pipeline email?
MS. BRYANT: Object to the form.
A. No idea.
Q. Down below there's an email that proceeds yours from Thomas Watson says, "There are still a few things to add. Believe it or not, they just keep coming. Orange shaded boxes are the hottest ones." Do you know to what he's referring "orange shaded boxes"?
A. I can speculate.
Q. Would that maybe be boxes in this pipeline attachment --
A. Yes.
Q. -- that seems to be described?
A. Yes.
Q. The next phrase says, "Fantastic meeting with Dr. Riley last night (excellent lead Clay!)." What is that referring to?

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MS. BRYANT: Object to the form.
A. Dr. Riley is a doctor, I believe he's in Saluda, and contacted me about looking to join our practice. And I put him in contact with Tom Watson, so I guess that was the lead on it.
Q. Did Dr. Riley join the practice?
A. No.
Q. Next I want to ask you about the email that's on page five, February 24, 2016, at 10:50 a.m. Dave Alpern to you, copied with the other recipients of the email in the previous ones. Is this an email that you received from Dave Alpern?
A. Yes.
Q. The second sentence he says, "Clarify for me his frustration," referring to the previous sentence, "Was he promised equity at some point?" Was Dr. Baker promised equity?
A. No.
Q. And knowing that this conversation is happening in February 2016 about individuals who may or may not have a promise of equity, did Dr. Pridgen enter into the conversation around this time?
A. No.

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Q. Looking at page seven, it appears there was a thread of conversation occurring on February 26 -- or excuse me -- 24, 2016. You sent an email shown here as 1:10 p.m. on that date at the bottom of page seven. Did you send that email?
A. Apparently.
Q. And earlier in your testimony you referenced a recommendation, an informal recommendation for Dr. Baker. Is this what you were referring to or something else?
A. Looks similar.
Q. In response to your email, David Alpern states looking at the first sentence of the second paragraph, "It's an entirely different point that he was on a path to buy into the practice as that's something that predates us but we can solve." Does that same principle apply to Dr. Pridgen?
MS. BRYANT: Object to the form.
A. I'm not sure what you're asking me.
Q. Would that same concept that it's a path to buy into the practice that predates Varsity that can be resolved, would that be equally applicable to Dr. Pridgen?
MS. BRYANT: Object to the form.

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A. Yeah, you need to ask Dr. Dave Alpern, the guy who wrote that.
Q. Would you agree or disagree with that statement?
MS. BRYANT: Object to the form.
A. I don't know -- I don't understand what am I saying? I mean, what am I agreeing or disagreeing to? I didn't make the point so I don't even know it's -- I mean down here it says he wasn't promised anything. That was my opinion and my point. So I would say he was not promised anything. That's my opinion.
Q. Well, you describe in your email at 1:10 p.m. as Dr. Baker being "on a path to buy-in so I think we should offer him." Would that same principle apply to Dr. Pridgen as of that time when you sent it?
A. I think I was saying he wasn't promised anything, like I said above. So, to me, that's my statement on that.
Q. Well, I think we've covered that for Dr. Baker, but I want to put this in context of Dr. Pridgen. Would you agree that she also was on the path to buy-in?
A. Yes.
Q. And did you indicate to David Alpern that,

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likewise, Dr. Pridgen, who was on the path to buy-in, should have an offer to her?
A. I don't see that here.
Q. And if it's not seen here, would that be reflective that it was not brought up by you?
A. No.
Q. And did you ever send an email like the one that you sent about Dr. Baker to the leaders of Varsity about pipeline?
A. I did about pipeline. I mean, pipeline is more acquisitions.
Q. Well, it looks like they're kind of blended in this thread, some outside acquisitions and then Dr. Baker's partnership in this thread that we see on February 24, 2016. Is there any thread about Dr. Pridgen around this time?
A. I don't think so. I don't think in February there was.
Q. Okay. And just for a point of clarification, if I'm looking at page 16, in the middle email, March 20, 2016, at 9:07 a.m., email from you says, "Yes, Dr. Baker needs a partner." Was that intended for what? What were you referring to?
A. He needs another neurologist he's so busy, so

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productive.
Q. Was another neurologist hired?
A. No.
Q. Okay. If you'll switch down to page 48. Subject of this May 12, 2016, email states "Granting Doc Equity Buy-In rights." And there's a reference to how structure a program that was objective (as you and I discussed with guidelines). Accurate to say these were being discussed but had not been put in place?
A. Correct.
Q. Okay. So if you turn the next page to 50. May 12, 2016, email from you to Dave Alpern copying Thomas Watson, there's discussion of Dr. Baker with potential buy-in at the top, and then you bring up Dr. Pridgen and you state, "Dr. Pridgen came over and we had lunch today. She wants to buy-in too. Not a huge producer, but brings in over 700k. Need to at least offer to her if she meets productivity." If you look at the kind of emails before and after, that look like they all proceed on these pages, but then if we look, if we turn to page 52, it appears that the first email at the top is Dave Alpern's response to you a couple minutes later. It says, "We can

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talk about sequencing, key is we want two top performers and keepers in equity." So we see that as the email response. Did you have any phone conversations or clarification about what he meant in response to you?
A. I don't remember.
Q. Then we see a Thomas Watson email at the top of page 54. It states, and it doesn't appear you're an actual person on this email, but maybe you can shed some light on what it refers to. It says, "Just an FYI. Related, not sure if you ever went over the Cap Table with Jabs, but good to get you up to date." Do you know what he's referring to?
A. No.
Q. Okay. Is there anything that you know of with regard to that that would be reflective of why or why not Dr. Pridgen would be eligible for partner?
A. I have no idea what it is.
Q. Okay. We see the next -- not the next morning, but a couple mornings later, there's an email between Thomas Watson and Dave Alpern about physician buy-in criteria thoughts.
MS. BRYANT: Are you on page 56?

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MS. POLVI: Page 56, right.
Q. This obviously is an email between Mr. Watson and Mr. Alpern, but were these proposals for criteria discussed with you around this time of the email, May 17, 2016?
A. Yes.
Q. And accurate to say that that's a discussion that's happening, but is not ultimately put in place, at least from then to today?
A. Yes.
Q. There's reference on the third item that's asterisked within this physician buy-in criteria thoughts, a recommendation of CMO. Have you ever been asked during your times as CMO to give a recommendation formally in the capacity as CMO for whether someone should be eligible for buy-in or not?
MS. BRYANT: Object to the form.
A. Not formally.
Q. Turn to page 58. We see that there's reference to some discussion about the 550 patient visit threshold per month times 12 months, so maybe potentially the average that you say was being considered earlier in your testimony. There's reference here to Dr. Stewart not necessarily

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hitting that criteria. Is Dr. Stewart male?
A. Yes.
Q. Accurate to say that Dr. Stewart and Dr. Baker are currently partners?
A. Yes.
Q. And that they do not maintain an average of 550 visits per month?
A. I haven't looked at it lately.
Q. Well, at least as of this time frame of May 2016, would that have been accurate that those two physicians were not averaging 550 per month?
A. I'm glad to look at it if you've got it, but I'm not going to speak on that unless I'm looking at it.
Q. Well, just going on the best of your recollection at this point.
MS. BRYANT: Asked and answered.
Q. Is that accurate to your recollection, or you're not able to speak to it?
A. I'm not able to speak to it; I don't have it.
Q. There's reference to describing Dr. Baker as a "keeper" in this thread of emails on May 17, 2016. Would you describe Dr. Pridgen as a "keeper"?
A. Yes.

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Q. And then we see a little bit further along in this exhibit, page 68, this memorializes an email that was sent to Dr. Katz. Were you at all a participant in the offer to Dr. Katz?
MS. DUNLAP: Object to the form.
A. No.
MS. DUNLAP: Well, sorry, never mind. You're referring to the bottom email; I was looking at the top. Go ahead.
A. No.
Q. There's some information, it says, "In that vein, I'm attaching two documents for your review." And it -- he describes what those documents are and potential investment capital outcome projections for financial-related matters. Did you ever see those documents around that time of May 2016?
A. No.
Q. And did Dr. -- or Mr. Alpern ever discuss with you the information that we see memorialized in this May 23, 2016, 11:51 a.m. email about profitability?
A. What does memorialize mean?
Q. Oh, the information where he does the after that kind of semicolon and he describes that

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information?
A. Like formal offer letter, financial model?
Q. Right. Did you discuss any of those things with him around that time?
A. No.
Q. If you'll change to page 74. So you were a copied recipient on the email from Mr. Watson to Mr. Alpern June 2, 2016, at 7:45 p.m. First sentence describes, "So the number shows a half of one percent impact, and that is if they both want to buy the maximum 100k amount. It could be that they do something much lower. Floor is 10k." The "both" that that's referring to, based on the next paragraph, appears to be Dr. Baker and Dr. Pridgen; would that be accurate to your understanding?
MS. BRYANT: Object to the form.
A. Would what be Dr. Baker and Dr. Pridgen?
Q. That they both want to buy-in, and then the next paragraph talks about Dr. Baker and Dr. Pridgen?
A. Oh, yeah.
Q. Is that the "both"?
A. Yes.
Q. And Mr. Watson relays here that -- he says in the second sentence, "However, I think we should

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keep the bar for Dr. Pridgen at 500 visits, an exception from our 550 standard. This means she must first qualify, but doesn't need to wait until July 2017," and he writes on further but in terms of that aspect, it appears that Dr. Pridgen could become partner at that time, at least according to Mr. Watson. Was that something that you verbally discussed around the time of this email?
A. No.
Q. And we see that Dr. Katz is not on this email. When did Dr. Katz, if at all, start discussing with you anything about Dr. Pridgen and partnership?
A. Don't know.
Q. The next paragraph, the last one in Mr. Watson's email from 7:45 p.m. on June 2, 2016 says, "I also wanted to ask who customarily relays such decisions (in your other portfolio companies). I'm happy to take this responsibility on, but will fall in line if there's an established protocol." What was your response to that?
A. It wasn't to me. It was to Alpern.
Q. And it appears if we look at the next response from Mr. Alpern, which is shortly later, about

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less than a half hour later of the same day, second paragraph of his email on page 75 says, "I think it's prudent for CEO to be interface to the MD's to describe the program and conduct the annual meeting with shareholder MD's to update progress, etcetera." It appears based on my reading of those emails that it seems to be the CEO, Thomas Watson, who would be responsible for relaying those decisions. Is that your understanding from the thread as well or some different understanding?
A. I can't tell.
Q. There's some reference in this thread to an abbreviation TTM. What does that stand for?
A. Trailing 12 months is my best guess. You keep asking me all these --
Q. No, that's helpful. That's my understanding of what it is too, but it's, you know, being in the thread I know you did not author those two abbreviations.
A. Yeah.
Q. At least in the two emails we're looking, but since you were a part of the communication, your guess would be better than mine. So we see from the emails, page 74, 75, that there's active

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discussion about Dr. Baker and Dr. Pridgen for buy-in. And then we segue to the next page after those emails, page 77, which has "Prep for Baker Buy-in" and it's identified as June 15, 2016, and organizer is Tom Watson, Thomas Watson. So we see those communications were on June 2, 2016, and that meeting is for June 15th. So a little less than two weeks later there's a meeting for Dr. Baker's buy-in, but no meeting for Dr. Pridgen's buy-in. What happened in the meantime?

MS. BRYANT: Object to the form.

A. No idea.

Q. The time frame between June 2, 2016, and June 15, 2016, did you ever relay any opposition to Dr. Pridgen getting buy-in?

A. Not that I recall.

MS. POLVI: Let's take a quick break.

(Break from 3:37 p.m. until 3:53 p.m.)

(Mr. Hartzog joined the deposition.)

(Plaintiff's Exhibit Number 10 was marked for identification purposes.)

BY MS. POLVI:

Q. This Exhibit 10 is a document marked Pridgen production 13. It's an email from Dr. Pridgen

to Lissa Lara, April 15, 2013. And it's an email that describes, I guess, some discussions related to the practice and partnership. And the sentence, the first two sentences state, "I enjoyed discussing the practice with you again. Please talk to Dr. Lowder again about partnership versus employment." So let's pause there. With regard to partnership versus employment, were there discussions that Dr. Pridgen wanted to enter into partnership even from the start of her bringing her practice?

A. I don't remember.

Q. And does this email jog your memory in any way?

A. No.

Q. Looking at the third sentence of the second paragraph, Dr. Pridgen states, "I know together we could have a great partnership." Do you recall having a similar conversation with Dr. Pridgen around that time?

A. I don't.

Q. How long do you estimate the negotiations about Dr. Pridgen joining Colonial took place? Like how long was the negotiation time period?

A. Don't remember.

Q. Would it be reflective with your recollection

that the negotiations started in the latter part of 2012 and would have continued up until what we saw the date memorialized in Exhibit 1?

A. Sounds good.

Q. Did you keep any type of roster of what Dr. Pridgen did bring to the practice when she came to Colonial?

A. I didn't.

Q. Do you know if anyone else did?

A. I don't know.

Q. During your time in leadership over a medical practice, have you ever voted for a female physician to become a partner?

A. No.

Q. Did you and Mr. Watson know one another before Varsity?

A. No.

(Plaintiff's Exhibit Number 11 was marked for identification purposes.)

Q. This is a document Bates number Colonial 264. Is this text message, or two text messages, from Dr. Pridgen to you?

A. I don't know. Does it have my number? I don't know.

Q. My understanding is they are your production,

but I want to confirm that.

A. I don't know.

Q. Well, did you produce text messages from Dr. Pridgen to you to your counsel?

A. Yes.

Q. And would these be what you produced to your counsel?

A. I guess so.

Q. The date indicated here, January 24, 2017, the second text message, Dr. Pridgen states, "Please discuss my partnership with Tom. He promised that it would happen last December for me and Baker. My numbers are above 500 as requested, may get to 600 this month. Thanks." What did you do in response to that text message?

A. I don't remember.

Q. Do you recall in November of 2016 on November 15, 2016, that Dr. Pridgen had expressed concern to you and Mr. Watson about the delay in partnership?

A. I don't specifically recall that, but I know she was frustrated.

Q. And do you recall her asking for a meeting that I believe was scheduled with Mr. Watson and then was cancelled?

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A. I don't remember.
Q. And what do you recall of her relaying about the frustrations?
A. Kind of like this text, you know, just kind of reminding you, hey, I still want to be a partner and frustrated it hadn't already happened.
Q. Did you relay anything to Dr. Pridgen, around the time frame that we see in Exhibit 11, about whether partnership would be forthcoming?
A. Not that I remember.
Q. And we see that Dr. Pridgen in Exhibit 11 references the above 500 in regards to numbers. Would the patient numbers be material to whether or not you would have recommended her to be partner at that time?
MS. BRYANT: Object to the form.
A. Yes, I think so.
Q. And had she met that threshold that you felt she needed to hit?
A. The number I told her was 550 on my recording, and I'd always stuck with that. So I don't know where 500 got and she -- and no, she had not met the threshold. I don't even think she had met the 500 until '17. But I'm not looking at it, so.

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Q. And would the patient charts be the best reflection of the numbers, those charts that are maintained by the practice?
A. Yes.
Q. And we saw on other correspondence that there was documents referenced to exceptions to the patient criteria, suggestions that hadn't been voted on, but were being discussed. Were those exceptions discussed with Dr. Pridgen when you had conversations with her?
A. No.
(Plaintiff's Exhibit Number 12 was marked for identification purposes.)
Q. This Exhibit 12 is an email thread from -- with regard to Mr. Watson and Dr. Pridgen Bates numbered 23 and 24. It's a thread from November 15, 2016. I'm going to give you some time to read over it, if you already haven't done so. But I want to ask you about if it's what Mr. Watson is relaying to Dr. Pridgen, which is the lighter boxes on the left-hand column, if that's accurate at that time that it's being relayed?
MS. BRYANT: Object to the form.
A. Yeah, you'd have to ask him. I didn't write it.
Q. Well, let's kind of parse it down then.

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A. All right.
Q. First text message from Mr. Watson states, "Hi, Dr. Pridgen. It is Tom Watson. I wanted to reach out per your request. I don't think my schedule is going to allow us to squeeze in a meeting today given my prior commitments. I did talk with Clay at the other, excuse me, at the very end of our meeting ... I understand you two are trying to get together. As the CMO the topics on your agenda are really something he has is on point for." So let's start where that text message leaves off. He's identifying you as the CMO at that time; would that be accurate?
A. Like I said before, I don't remember the CMO dates.
Q. Let's jump down to Dr. Pridgen's response. She says, "Okay. Thank you. So from now on, only discuss partnership with him and not you? Because he was unclear as to when things would happen." And the next text message from Mr. Watson indicates "It's really his call. I was involved early on to ensure the criteria for provider buy-in was set appropriately. The buy-in window is 7/1. Clay will his make recommendations to the board at that time. Hope

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that helps." So it seems here that Mr. Watson's indicating now that you are the responsible person for the recommendation, though we saw in earlier exhibits it appears that it was Mr. Watson's responsibility based on a previous document, what is your understanding of that dichotomy?
A. My understanding it was up to the Family Care Partners Board. I would have been overstepping my bounds to make that call. And I think, you know, to me, the clear part is it says that she says because Clay or essentially he was unclear as to when things would happen. So it's obvious that I said to her, "I don't know. I'm unclear. I don't know when -- what these guys are going to do with it." So if I would have perceived it was my role, as Tom is indicating, I would have never said that to her, like it's unclear.
Q. But in that thread of emails that we see at Exhibit 5, it seems like Dr. Pridgen's being discussed as a potential buy-in per her follow-up to that effect. And Dr. Baker gets his buy-in as indicated by the meeting planning for it is the last page or second to last page of Exhibit 5, and then he later buys-in, I think,

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effective an agreement couple months later, but in 2016. In your opinion, where did the breakdown occur where Dr. Pridgen's no longer being considered, even in this 2016 time frame, and is then pushed to the July 1, 2017?

A. I don't know.

MS. BRYANT: Object to the form.

A. I mean, I guess he was -- the breakdown is because they were coming up with this method, and she hadn't met the criteria for their method yet. So I think the breakdown was they were waiting on that. And the practice -- the practice was in disarray in '17. It just blew up.

MS. BRYANT: When you refer to Exhibit 5, do you mean 9? I think --

MS. POLVI: Oh, I apologize. Exhibit 9 was the bundle of exhibits.

MS. BRYANT: I don't believe that changes anything. I just wanted to clear the record on that point.

MS. POLVI: Sure. Exhibit 9 was the one that is 78 pages, it is a series of emails and documents. But, thank you, Exhibit 9.

Q. Again, you reference criteria, but as indicated even by the subject line on that criteria, it

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was false. It wasn't something that actually was executed?

MS. BRYANT: Object to the form.

A. It was explained to Dr. Pridgen what the criteria were.

Q. But never voted upon?

MS. BRYANT: Object to the form.

A. Not that I remember.

Q. And Dr. Baker did not meet those three bulleted criteria, correct?

MS. BRYANT: Object to the form.

A. I would have to think about that. He was a specialist so I don't -- it wasn't criteria for a family doc. It was the criteria for a specialist. I think that's the difference.

Q. Well, let's look back at the document, Exhibit 9. Looking at page 62, email May 17, 2016, 4:51 p.m., Subject: Physician Buy-in Criteria Thoughts. Accurate to say our line of question is about those physician buy-in criteria thoughts?

MS. BRYANT: Object to the form.

A. I don't know what you're asking.

Q. That what we're talking -- the criteria that we're talking about are the criteria that are

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described here as physician buy-in criteria thoughts.

A. No, that's what the email line says, but I think it's -- I don't -- I don't understand the interpretation of that.

Q. Well, then let's turn to page 64. It indicates on this May 17, 2016, email at 5:09 a.m., it says "Physician Buy-in Criteria." It doesn't say "specialist buy-in criteria"; it says "physician." Would you agree with me that that's a general description?

A. Yes.

Q. And then at the bottom of that it says, "Once you pass me the legal considerations and provide some feedback on these criteria, we can talk to Baker (neurologist doc)." So accurate to say that these criteria were being considered as applicable potentially to Dr. Baker?

MS. BRYANT: Object to the form.

A. It never was. We never said this was going to be for Baker. We said it was for primary care.

Q. But that's not indicated here in the documents, right?

A. Not in these documents.

Q. And with regard to physician-wise, Dr. Baker

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would not have been meeting those three bulleted criteria?

MS. BRYANT: Object to the form.

A. I don't know. I haven't looked at it.

Q. Let's turn back to Exhibit 12. I'm looking at the last text message on page two, which is Bates number 24. Dr. Pridgen responds to Mr. Watson, "Okay, but when we talked earlier, the goal for my buy-in was this December." Is that accurate to the discussions that you were privy to at that time?

MS. BRYANT: Object to the form.

A. What are you asking?

Q. Is that had there been discussions that Dr. Pridgen would buy-in in December 2016?

A. I guess.

(Plaintiff's Exhibit Number 13 was marked for identification purposes.)

Q. Exhibit Number 13 is before you. It's a two-page letter from Mr. Cromer at my firm to you dated May 30, 2017, as well as to Mr. Watson and Dr. Katz. Did you receive this correspondence?

A. Yes.

Q. And is it accurate that as of the date it was sent and you received it, that Dr. Pridgen was

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not partner as of that date?
A. Correct.
Q. What did you do in response to receiving this correspondence?
MS. BRYANT: If I may instruct you, to the extent you communicated about this letter with legal counsel not to disclose your communications with counsel; otherwise you can respond to the question.
A. Counsel.
Q. Did you have any discussions with Mr. Watson or Dr. Katz when you received it?
A. I'm sure, yeah.
Q. And separate of any communications with counsel, did you take any action to address the concerns that were relayed on Dr. Pridgen's behalf?
A. I called -- I'm pretty sure I called them and notified them and expressed my just complete shock and disbelief of it and asked them to obtain counsel.
Q. Why would you be shocked in receiving it after the repeated contacts from Dr. Pridgen concerning the delays to becoming a partner?
MS. BRYANT: Object to the form.
A. Well, because, I mean, I still thought we were

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kind of in the works of doing it still. If you look at the date, it's May and we were -- you know, working -- I mean some of the dates in here are 7/1, like July 1, and then some of this implies like male versus female, which I was completely shocked at that. And so it was a lot of insinuations so I was, you know, completely worried about it and upset about it when I got it.
Q. And Dr. Pridgen had relayed to you that she was concerned that Dr. Baker became partner before she when the negotiations were happening at the same time, right?
A. Sure.
Q. And that Dr. Baker is a male doctor?
MS. BRYANT: Object to the form.
A. She did not say that.
Q. She emphasized that, in terms of the doctor selection, that the individual who was eligible at the same time she was had become a partner and not her; she did relay that to you, right?
A. Yes.
Q. And she relayed to you that she felt the requirements that were being put on her were different than that of male doctors who were

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being held eligible for partnership?
MS. BRYANT: Object to the form.
A. Not at the time. That was later.
Q. During your professional career, have you ever been accused of discrimination, other than in this case?
A. Yes.
Q. What were those circumstances?
A. We had an employee named Jeremy who said that our practice discriminated against him because he was male.
Q. And that -- did that relate to his sexual orientation?
A. Not really. I mean he -- he said in a part of it that he was gay. And that came out later and nobody even knew.
Q. And what is Jeremy's last name?
A. That has a confidentiality agreement as well. I don't know if I can say. That's why I said it the way I did.
Q. When was an agreement or confidentiality executed with Jeremy?
A. I don't remember.
Q. And was his claim something that was a lawsuit filed or had been resolved at the charge of

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discrimination phase?
A. I believe it was a lawsuit. But I don't exactly what you're asking me now so I don't want to misspeak on that.
Q. Are there any others that you're aware of?
A. No.
Q. Were you deposed in Jeremy's case?
A. I don't think so. I don't remember.
Q. And how, if at all, were you identified as being someone who is being accused of something?
A. I mean, our practice was accused, and I guess I was the head of the practice at that time, and he was let go. And he, in turn, accused that we let him go just because he was a male.
Q. With his end of employment, who was the decision-maker?
A. I'd have to go back and look, but I believe I was, I mean, the decision-maker on it.
Q. Did you participate in any type of witness testimony, even if you were not deposed about that matter?
A. No.
Q. And were you accused of calling this individual names?
A. Yes. Not to -- not to him.

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Q. What were you accused of calling him?
THE WITNESS: Isn't that confidential?
MS. BRYANT: If --
A. I don't know what that agreement says, so I'd rather have my counsel here on that before I get into the details of that case and all.
MS. BRYANT: I don't know the terms of that confidentiality order or agreement. So I'm not able to advise him without him speaking to somebody who represented him in that case. I'm happy to give him a break to try and do that, but if there's a way to ask these questions in some other form than this deposition, I'm not sure I can -- I mean, if he thinks it's subject to the confidentiality agreement, he's allowed to take that position.
MS. POLVI: I'm thinking maybe the way to best approach it -- probably the best way I can deal with it is I'll do just a formal discovery request with it, and then that gives y'all the opportunity to do that and we can hash it out, if need be. Because I think it's probably going to be in the documents anyway.
MS. BRYANT: It may be. I don't know the answer to that. It perfectly well may be in the

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pleadings. I don't know whether that's public information or not. I just don't know the answer. But they were represented by a separate law firm, so I don't have any knowledge of that.
MS. POLVI: Okay.
Q. Other than your business partnership ownership with Colonial Family Practice and their related, do you have any other business ventures in which you receive income?
MS. BRYANT: If I may, at the end of this deposition I was going to put on the record that his testimony as to income and withdrawals and things from this practice were confidential. To the extent that this is getting into income outside of these businesses, I'm going to consider that to be confidential testimony in this case and would ask Dr. Pridgen's husband to leave the room for that testimony.
(Mr. Hartzog left the room.)
Q. Do you have any --
A. Yes.
Q. And what are they?
A. I have a real estate business. I have partnerships with my wife where we do real estate. I have rentals. I have a farm. You

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asked businesses?
Q. Any entity from which -- or in form of income?
A. Yeah. I'd say rental property and real estate and farm.
Q. And do all of those operations occur in South Carolina?
A. No.
Q. Where else do they occur or source from?
A. I mean, I have property in multiple locations, one in Tennessee. Mostly -- and the rest of the rest are in South Carolina.
Q. And are your real estate business matters separate from the rental matters, or are those one and the same?
A. One and the same.
Q. How many rental properties do you have?
A. I think three now.
Q. And are they all in your name and your wife's name or some individually?
A. They're in LLCs.
Q. What are those LLCs?
A. I have like 20 different LLCs. I don't have -- I don't know, I'm just ballparking it. There's no way I can tell you all the LLCs I have.
Q. Would those be reflected in your tax records?

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A. Uh-huh.
Q. Sorry, for the record.
A. Yes.
Q. And the farm that you mentioned, is that in South Carolina?
A. Yes.
Q. Is that your primary residence or another location?
A. Both.
Q. Does the farm have income of some sort?
A. Uh-huh. Yes.
Q. And what type of income do you receive from the farm in terms of source? Do you produce a particular crop or --
A. Oh, yeah, corn. Corn, cotton, soybeans, wheat sometimes.
Q. Do you have employees at that location?
A. Yes.
Q. And how many individuals do you kind of typically employ on an annual basis?
A. Around four or five, depending on the year.
Q. Do you also have additional temp employees for seasonal harvest?
A. Yes.
Q. And I see in your discovery responses that you

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have an insurance policy through National Union Fire Insurance Company of Pittsburgh, PA (AIG). Do you also hold any type of like umbrella policy or anything of that sort?
A. I don't believe that's my personal policy.
Q. That would likely be through the entity?
A. Yes.
Q. Do you also hold any other personal policies like umbrella -- sometimes people have umbrella policies or anything of that sort?
A. I'd have to look.
Q. I think it's probably in the record somewhere, but I don't believe I've asked you. How long have you been a physician?
A. I got out of residency 19- -- well, I was an MD in 1993.
Q. And residency-wise, did you have that at several locations or primarily at one?
A. Charlotte.
Q. Charlotte. During your time as a physician since 1993, have you ever been reported to the medical board in any type of capacity?
A. Yes.
Q. How many times?
A. I think just once.

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Q. What was the -- kind of generally, what was the complaint about?
A. It was about a list of ten different things from last year.
Q. Was it one patient or ten patients or --
A. It wasn't -- it was a ton of different things. I'd have to get you that whole document and -- ton of different things. It had to do with patients and staff and tons of other accusations.
Q. And is that an open or a closed complaint?
A. Still open.
Q. And have you ever been sued by a patient for medical malpractice in any kind of context?
A. Yes.
Q. How many times?
A. Once.
Q. When was that?
A. I don't know when the actual suit, but a year or two ago, within the past two years.
Q. And is that claim open or closed?
A. Closed.
Q. How was it resolved?
A. It was settled.
Q. And were you covered by the practice's insurance

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for that case?
A. Yes.
Q. Okay. And are the -- is that medical malpractice claim and the medical board claim related? Was that the same person or --
A. No.
Q. And early in the very beginning of the deposition I asked you about deposition testimony. Has the medical board ever contacted you to provide any statements about any of the physicians at Colonial?
A. No.
Q. This is harkening back to some earlier questions I asked, and I know I didn't ask this one yet. Why didn't Dr. Pridgen become a partner before the transactions with Varsity?
A. Wasn't September of 2016.
Q. And according to the agreement language, it could be negotiated at any time. Would, or did you take any action to facilitate Dr. Pridgen becoming a partner before the Varsity transaction?
MS. BRYANT: Object to the form.
A. No.
Q. Based on your negotiations with Dr. Pridgen for

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her entering the practice, did you feel any responsibility to ensure that she did become a partner before the Varsity transaction?
A. No.
Q. And Dr. Pridgen has provided testimony that, and has asserted in her suit, that she was promised partnership. Would you agree or disagree with that statement?
A. Disagree.
Q. So do you deny that at the time Dr. Pridgen was bringing her practice she was promised partnership?
A. Yes.
MS. POLVI: Let's take a quick break.
(Break from 4:41 p.m. until 5:01 p.m.)
(Plaintiff's Exhibit Numbers 14 and 15 were marked for identification purposes.)
BY MS. POLVI:
Q. So this Exhibit 14 is similar but different than some of the other charts we looked at earlier. And in tandem with 15, wanted to ask, I see that CFP, the second column on Exhibit 14 the total revenue is indicated as a little over 37.5 million, but then we see on the tax records that the gross receipts are indicated as 33 million

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in Exhibit 15. Do you have any knowledge of why those numbers would be different?
MS. BRYANT: Object to the form.
A. As I said, CFP is a single-member LLC to run the practice. And I don't even know -- this initials at the top say CFP. I don't think that's actually CFP. I think that's more the holding company and stuff. So I don't know how that number flows through, but I'm sure it's different number for different entities.
Q. For your 2017 taxes that we see, Exhibit 15 for Colonial Family Practice, who were your tax preparers?
MS. BRYANT: Object to the form.
A. For which one, 15 --
Q. Right.
A. -- or 14?
Q. For Exhibit 15, this is the actual two-year comparison for the S Corp, Colonial Family Practice, LLC. Do you know who prepared the taxes?
A. I do not.
Q. And you indicated the entity is a single person organization. And who is the single person?
A. I believe I am.

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Q. Has anyone else ever had that status with Colonial Family Practice, LLC?
A. Yeah, before we were -- when we were doing -- before 2015 transaction, that was our entity that we used. And when we moved into the transaction, we kept it and I remained the -- a single member to keep -- be able to practice medicine in South Carolina, from what I understand. That's the best I can tell you, Shannon.
Q. And we touched on it earlier, but I want to be clear specifically with this document, Exhibit 14, we go down to the bottom of the third page under other expenses, there's just under $21.8 million in management fees. As a single person or single member entity, are the management fees going to you or to --
A. No.
Q. -- some other source?
A. No. This is not the single member LLC. This document 14 is not the single member LLC.
Q. Well, and just to be clear, I'm looking under the CFP column that's on -- it's the second column from the left where it -- because I do agree with you, even though there's CFP up in

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the left-hand corner of these document -- this first page of the document, Exhibit 14, it appears to be maybe Family Care Partners, just because there are several practices seemingly listed under the "allocated to" columns. But under the CFP column, there's still that just shy of 21.8 million in management fees. I just want to be clear, you don't know where those are going?
MS. BRYANT: Object to the form.
A. No.
(Plaintiff's Exhibit Numbers 16 and 17 were marked for identification purposes.)
Q. So the next two exhibits relate to board meetings. So I first want to ask about this Exhibit 17. I'll come back to 16. 17 is an email from David Alpern dated April 27, 2017, and the subject says Q1 Board Meeting postponement. It looks to be that you were one of the recipients of the email. Do you recall receiving this document?
A. Yes.
Q. What was your impression upon receiving this document about a Q1 board meeting postponement?
A. I mean, I think I was concerned, but I didn't --

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I really was a little naive, to be honest.
Q. And the second paragraph indicates that there still would be a meeting, and it would occur in New York City. Did you participate in the New York City meeting?
A. No.
Q. Were you excluded, or were you invited to attend?
A. I was not invited.
Q. And what was your impression of why?
MS. BRYANT: Object to the form.
A. I don't know.
Q. Did anyone who did attend the New York City meeting communicate to you what transpired there?
A. They might have. I don't remember if they told me.
Q. When meetings were held, board meetings were held, were they typically at a kind of offsite location, or were they held at the medical practices?
A. Offsite.
Q. Was this the only meeting that you were not invited to attend while you were on the board?
A. (Nods head.) Yes. Sorry. Yes.

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Q. After receiving this email on April 27, 2017, Exhibit 17, how did you respond to David Alpern, if at all?
A. I don't remember.
Q. Were you and David Alpern having any personal discontent at the time?
A. We had discontent, but I don't remember if it was around April of '17.
Q. What were your different points of view?
A. I just was worried about my company and my baby that I had created. And I was worried about the way it was going, and I was worried about it financially. And so I expressed that to him.
Q. And when you expressed those financial concerns, how did Mr. Alpern respond?
A. We got in some pretty good arguments. I mean, he was defensive and so was I.
Q. And at the time that what you just testified about was occurring, did you memorialize those concerns in any type of written format?
A. I don't remember.
Q. Did you feel that David Alpern was the source of the concerns that you were relaying or some other person or source?
A. Not really, just the whole board, just the whole

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-- the whole shooting match.
Q. The people who were identified on the "To" line in this Exhibit 17 --
A. Uh-huh.
Q. -- were they all board members at the time?
A. No.
Q. Which ones were board members at the time?
A. Watson, Piccione, Lowder, Jablon -- I think Jablon was -- Katz, and Kenton.
Q. So Reed, Miller, and Rogus would have been in operational management roles?
A. Correct.
Q. Other than this email during your times in a board capacity, board member capacity, were any other board meetings postponed?
A. I don't remember.
Q. Now segue into Exhibit 16. So the first page is indicative of a kind of caption page for provider meeting September 13, 2017, followed by the accompanying agenda. The next page identifies CMO update, Clay Lowder, MD as one of the agenda bullets?
A. Yes.
Q. Is it accurate that you would have been the CMO at that time?

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A. I don't remember the dates of my CMO.
Q. Any reason to dispute that you were CMO at that time?
A. I don't remember when Katz -- Katz was CMO for a time period and I -- as I've said a bunch, I don't remember when he was CMO or when I was.
Q. And when you had agenda items that listed as you providing updates, would you have given updates at that time?
A. Yes.
Q. We look at this third quarter, it's Bates numbered Colonial 3571, Third Quarter 2016 board meeting, it identifies you as being a board member at the time; is that accurate?
A. Yes.
Q. And it has you listed as CMO. Do you believe you were CMO at the time?
A. I believe so.
Q. And we look at the date on here is October 26, 2016, and under the CEO Executive Highlights there's a bullet that's identified as Acquisition Pipeline, K. Rogus. Did Mr. Watson or Mr. Rogus present at this board meeting about acquisition pipeline?
A. That's what it says.

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Q. And there's also a bullet that says Provider Recruitment Update. Were there discussions about Dr. Pridgen at this meeting?
A. I don't know.
Q. Were there discussions about Dr. Baker at this meeting?
A. I don't know.
Q. Were the meetings recorded?
A. I don't know.
Q. Did you maintain any notes from the board meetings that you attended?
A. No.
Q. No?
A. No.
Q. And beyond what we see as the agenda, were you given any type of other documents that would show in greater depth the discussion points?
A. I believe at the meeting we were.
Q. So next we look at the Bates number 3572. Identifies as the First Quarter 2017 agenda. Has you listed as a board member. Did you participate in that meeting?
A. I'm sure I did.
Q. And it has Dr. Katz as being listed as the CMO as of this first quarter 2017. So if we look at

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least from these agendas, does that jog your memory in terms of the time frame between the third quarter 2016 and the first quarter 2017, that change in CMO?
A. Sounds right.
Q. There is discussion points about acquisition, pipeline, diligence and integration status and other points referenced for the meeting. Was Dr. Pridgen discussed during any of this first quarter 2017 meeting?
A. I don't know.
Q. And though it's kind of going -- sandwiched between our next document is actually the fourth quarter 2016, Bates number 3573. Indicates you're a board member. Did you attend that fourth quarter 2016 meeting?
A. Yes.
Q. Was Dr. Pridgen discussed?
A. I don't know.
Q. I believe I already asked you about the next meeting, but the next page is 3574 and it harkens back to third quarter 2016. Was Dr. Pridgen discussed at that board meeting?
A. I don't know.
Q. And there's a bullet here that says Provider

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Recruitment Update, C. Lowder. Do you have notes or documents related to the provider recruitment update that you had for that meeting?
A. No, I don't think so.
Q. Next we have the second quarter 2016 board meeting. Did you attend that meeting?
A. I'm sure I did. It doesn't say, but I'm sure I did.
Q. That actually kind of helps us with 3578, it does have you listed sp --
A. It says that's a call, so it looks like a call.
Q. Okay. It's a telephonic board meeting? Do you remember about how long it was?
A. No.
Q. And if you look on the agenda section under CEO Executive Highlights, page 3578, the last bullet under CEO Executive Highlights states "Physician buy-in recommendation, Dr. Baker." Did Mr. Watson indeed present his recommendation for Dr. Baker buying in at that time?
A. He might have.
Q. Was Dr. Pridgen's buy-in discussed?
A. I don't remember.
Q. Do you have any documents from this board

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meeting that occurred in the second quarter 2016?
A. No.
Q. Next is the Q1 2016 board meeting. Indicates that you're an attendee. Did you attend?
A. What's the page number?
Q. I'm looking at 3580.
A. Yes.
Q. Was Dr. Pridgen's buy-in discussed then?
A. I don't know.
Q. And I see the next page, 3581, is a board of directors' signatures for confirmation. Was that something typical of all the meetings or just that one particular one?
A. Don't know.
Q. Next turning to 350 or 3583 and then 84 relates to the leadership team, and it's described as an executive build out, presenter Thomas Watson. Did Mr. Watson present information about the organization chart we see on 3584?
A. I don't know.
Q. Did this org chart go into effect?
A. I don't know.
Q. Do you have any other organizational charts that you maintained?

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A. No.
Q. This document indicates that Mr. Watson would be oversight over everyone listed hereunder. Did he ever provide any type of evaluation or feedback to you from a supervisory capacity?
A. No.
Q. Sorry for --
A. Oh. No.
Q. Did he ever provide any type of reprimands to you?
A. No.
Q. Okay. And beyond the board meetings that we see memorialized in the records we've just looked at, were there any other formally planned meetings that were occurring during this 2016-2017 time frame?
A. No.
(Plaintiff's Exhibit Number 18 was marked for identification purposes.)
Q. So this Exhibit 18 is Bates numbered Colonial 477 through 480. Some of the emails we've already looked at in a previous exhibit, but I did want to ask you about if you'll turn to page two, there's an email to you -- or excuse me, from you to David Alpern and copied several

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individuals from Colonial Family Practice, and then there is one that is indicated as being from Morgan Lewis. Obviously there's at least it looks like one lawyer who's copied on the email. But are the other recipients on this email not lawyers, as far as you know?
A. I'm sorry, which page are you on? I don't see it.
Q. 478.
A. Page one? Did you say one, confidential one?
Q. Right.
A. Yeah, the rest are not lawyers.
Q. And was Patrick Rehfield representing you or Colonial or one of these entities in a legal capacity at the time?
A. I don't know.
MS. POLVI: And obviously the redaction indicates that counsel believes this to be attorney-client privileged, I believe that's the basis?
MS. BRYANT: We produced a privilege log which --
MS. POLVI: Right.
MS. BRYANT: -- without looking at it, I assume that's what we marked this as, but I don't know off the top of my head.
Q. And without getting into the specific content of

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it, I'm just needing -- during your deposition, I need to ask if I need to contest that in terms of whether it is attorney-client privileged or not. So just need to kind of do a work around just to ask you about some general things. Were you intending to seek legal advice when you sent these emails? Specifically the redacted one we see, May 29, 2016, 8:26:29 p.m.?
A. I don't remember.
Q. Why did you copy a lawyer on that particular email?
A. I don't remember.
MS. BRYANT: Object to the form.
Q. And below the one that I just asked you about, there's a series of other redacted emails, appears to be between you and David Alpern and Mr. Watson that continue from the bottom of the bottom email on 478 to 480. A lawyer is not on that communication or the series of communications. Were you seeking legal advice in what those emails include?
MS. BRYANT: Object to the form of the question.
A. I don't remember.
Q. So before I move on from this, just one other follow-up. Other than the first email at the

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top of 478, were any other lawyers on those other emails that we see redacted thereafter?
A. I can't even see it. I don't know.
Q. During his deposition, Dr. Katz referenced asking you about getting a copy of Dr. Pridgen's contract. Do you recall that occurring?
A. Please say it again. I'm sorry.
Q. During Dr. Katz's deposition, he testified about asking you for Dr. Pridgen's contract. Do you recall if he asked you for her contract?
A. Yeah.
Q. And what did you do in response to his request?
A. I think I told him corporate had it.
Q. And by corporate, what were you referring to?
A. The corporate structure of Family Care Partners, whoever was in charge of that would have that contract.
Q. And when the transaction happened that Family Care Partners came into existence, how did you facilitate them having possession of documents that were in existence prior to Family Care Partners being in existence?
A. I don't remember.
Q. Well, what led you to believe that they had it and you didn't?

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A. Because they had all the documents.
Q. And when did that occur?
A. I guess when we transacted.
Q. And was there like an office space used out of like the Rock Hill area?
A. Fort Mill, yeah.
Q. Fort Mill?
A. Yes.
Q. Was that office space or kind of administrative space in Fort Mill already being used prior to the transaction, or did that come into fruition when this 20- -- December 2015 transaction occurred?
A. Came in after.
Q. Are the records still maintained in Fort Mill, or are they back at Colonial?
A. They're back. They -- we closed that.
Q. When did that occur?
A. I don't remember. I'm sorry.
Q. I want to ask you about follow-up about income that I asked you about earlier. Just wanted to double-check, do you receive any income through like CHANTIX or Pfizer --
A. Oh, yeah.
Q. -- for a speaking engagement?

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A. I think I spoke for them once or twice, yeah. Forgot that.
Q. Do you receive any other type of income from like speaking engagements or those related type of Pfizers --
A. I'd like to.
Q. But the answer, yes or no?
A. Oh. Oh --
MS. BRYANT: Do you have an offer for him?
A. Yeah. Not in the past year. I mean --
Q. Okay.
A. -- over the years, yes.
Q. Do you maintain a kind of conversational relationship with those past employments, or is it a one-time shot?
A. Usually it's one time.
Q. Do you contact them or they contact you? Like, for instance, Pfizer?
A. They contacted me.
Q. And my understanding is there's some kind of million dollar Medicare fine in place; are you aware of that? Is there any type of --
A. No.
Q. -- government fine that has hit like the bottom line of the practice?

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A. Government fine? Can you get more specific on that?
Q. As in you've had to pay additional other than normal taxes, the practice has had to pay some kind of money to the government?
A. No. We did a self-report as part of the transaction, and Medicare has a program where you can self-report and we -- but we didn't have to pay money. They have to evaluate as you send in what you did and you kind of explain it. And they decide if you owe them money or not, but we haven't. We have not owed them money.
Q. Okay. And when did this self-report occur?
A. I don't know, early in the deal either end of '15 or first of '16, if I'm thinking right.
Q. And that has not impacted your income as a partner in any way?
A. No.
Q. Okay. Home stretch. I've got to ask you a couple things about your background that I haven't asked you yet. So let's get into that real quick.
A. All right.
Q. Your current address?
A. Home address?

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Q. Yes.
A. 7769 Saint Charles Road, Mayesville, M-A-Y-E-S, 29104.
Q. And how long have you resided there?
A. I don't know.
Q. Long time?
A. Fifteen maybe, 15 years maybe. My wife would kill me.
Q. And your date of birth?
A. 1/1/67.
Q. And your spouse's name?
A. Kelliegh.
Q. With an I or a Y?
A. K-E-L-L-I-E-G-H.
Q. Oh, very different. Okay. That's the first one. I've never heard -- seen --
A. Long story.
Q. Fair enough.
A. I before E is what they thought.
Q. And does she go by the same last name as you?
A. Yes.
Q. And what's her maiden name?
A. Waynick, W-A-Y-N-I-C-K.
Q. Do you have any other relatives over the age of 18 in South Carolina?

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A. Relatives?
Q. Yes. By blood or marriage?
A. Yes.
Q. And what are their last names? Last names?
A. Relatives?
Q. Yeah. The purpose of it is for jury purposes. If we were to go to trial, I want to make sure none of your family ends up on the jury?
A. Lowder, Waynick, Lowder.
Q. Any other by marriage, you know, people change their name, that kind of thing?
A. Not that I can think of.
Q. What's your wife's occupation?
A. I guess she's real estate. She's in real estate, and she's a farm manager.
Q. And I think I've got your CDV already in production; is that accurate, to the best of your knowledge?
A. What's a CDV?
Q. Resume?
A. Oh. I don't know which one you got.
Q. I've got it here somewhere, but fair to say that if you provided it to your counsel, is that the one that you believe to be the most accurate?
A. I think, yeah.

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Q. Okay. Have you ever been arrested?
A. No.
Q. Have you ever been treated for alcohol or drug abuse?
A. No.
Q. Have you ever been treated for mental illness?
A. No.
Q. Have you ever filed for bankruptcy?
A. No.
Q. And other than this suit and the malpractice suit, have you ever been named as a defendant in any other lawsuit?
A. Yes.
Q. And what were those circumstances?
A. Dr. Whaley and I had purchased the building next store to the mother ship, is what we call it, the big one. And the group that we purchased it from agreed to rent it from us for six months.
Q. Uh-huh.
A. They didn't pay us. They didn't sue us. We sued them, I'm sorry. I messed that all up. And we ended up suing them over it. I was thinking they sued me.
Q. Fair enough.
A. I'm sorry.

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Q. My next question was going to be if you were a plaintiff so --
A. Yeah, so -- yeah.
Q. -- that one can -- let's stay on that though for now as the -- that suit, did you bring it as a plaintiff or the entity as a plaintiff or both?
A. I don't remember.
Q. When was that action?
A. I don't remember.
Q. Was that early on in the Colonial Family Practice existence?
A. It was probably in the 2000s, 2005 or something like that.
Q. How did that case resolve?
A. We won. We won and they paid us.
Q. Was it through an award or a settlement or agreement of some sort?
A. It was like a small claims court like three jurors maybe; does that sound right?
Q. Okay. So any other ones in which you've been a named defendant?
A. No.
Q. And any other that you have been a plaintiff?
A. No.
Q. How many times have you testified in a court

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room?
A. I think that was the only time.
Q. And that would be the building related case?
A. Uh-huh.
Q. During your professional career, have you ever been disciplined in any type of way by an employer?
A. No.
Q. Have you ever been terminated from a job?
A. No.
Q. I think I asked about your spouse, but do you have any children?
A. Yeah.
Q. And are any of them over the age of 18?
A. Yes.
Q. How many?
A. Three.
Q. And what are their names?
A. Clayton Lowder, Coker Lowder, C-O-K-E-R, and Liza Lowder, L-I-Z-A.
Q. Do they reside in South Carolina?
A. Yes.
Q. And are any of them married?
A. No.
Q. Do any of them have any significant others of

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any materialness that you've actually met them?
A. Yeah, two out of the three of them do.
Q. And what are their names? Or just last names even is fine, if you know?
A. Golly. Stukes, S-T-U-K-E-S, Stukes, and then Meyers, M-E-Y-E-R-S.
Q. And what are their -- your children, what are their professions?
A. Clemson.
Q. All three?
A. All three.
Q. Okay. Your family bleeds the orange and purple.
A. I know.
Q. Okay. Have you ever verbalized to anyone that you did not want a female to be a partner of a practice where --
A. Absolutely not.
Q. -- you're a managing partner?
A. Absolutely not.
Q. To the extent of the time period 20 -- 2002, I guess, the start of Colonial Family Practice to the present, has anyone else at the practice that is female accused the practice of treating females differently than males?
A. Not that I recall.

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Q. And other than Dr. Pridgen and the person we've identified as Jeremy, has anyone else filed what's called a charge of discrimination with either the Equal Employment Opportunity Commission or the South Carolina Human Affairs Commission?
A. I don't think so.
Q. And have you participated in any type of Equal Employment Opportunity training or conferences, things of that sort?
A. No.
Q. Okay. Let's take a brief break. We're at the home stretch.
(Break from 5:51 p.m. until 6:08 p.m.)
(Mr. Hartzog joined the deposition.)
BY MS. POLVI:
Q. So when Dr. Pridgen joined the practice, you expressed joy and excitement for her joining the practice, right?
A. Yes.
Q. Did that opinion ever change?
A. No.
Q. And as inducement for Dr. Pridgen to merge her solo practice with Colonial, do you recall promising that you would shorten the employment

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time to 18 months for --
A. The employment time for what?
Q. For her to become partner.
A. No.
Q. And do you recall relaying that in front of Dr. Pridgen and Lissa Lara?
A. No.
Q. Is it fair to say that other than yourself when you started the practice, after you, Dr. Pridgen was the doctor or physician bringing in the most patients with her to join the practice?
A. I'd have to study that.
Q. Fair. Well, if I changed the question to say that Dr. Pridgen brought a large volume of patients with her to join the practice, would that be fair?
A. No.
Q. And if it would require study for you to say whether she brought the most patients after yourself, would it be fair to say that at least she was in the upper average of who joined the practice bringing patients?
A. Yes.
Q. Did any of the other physicians bring medical equipment with them when they joined the

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practice?
A. Yes.
Q. Would you say that that was something that most did or just some?
A. Some.
Q. Would you agree that that would be kind of the minority of the physicians that brought equipment with them when they joined the practice?
A. Yes.
MS. POLVI: Okay. Those are all my questions. Counsel might have questions.
MS. DUNLAP: Yes.
EXAMINATION
BY MS. DUNLAP:
Q. Okay. Dr. Lowder, as you know, my name is Jenni Dunlap. I represent Dr. Katz in this lawsuit, and I do have some questions for you. Did you know Dr. Katz before he joined the board of Family Care Partners Holdings?
A. No.
Q. Okay. And did Dr. Katz have any involvement with your practice group Colonial prior to either the transaction or at any time before he joined the board of Family Care Practice

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Holdings?
A. No.
Q. All right. Dr. Katz testified that he was offered -- he was offered the opportunity to join the board of Family Care Partners Holdings in May of 2016; would you dispute that?
A. No.
Q. Dr. Katz testified that he accepted the board position in June of 2016; would you dispute that?
A. No.
Q. Dr. Katz testified that really his duties, although he accepted in June of 2016, his duties didn't start until sometime thereafter; would you dispute that?
A. No.
Q. Dr. Katz testified that he attended only three board meetings as a board member. He testified he attended one in mid-July of 2016; one in October of 2016; and one in January of 2017; would you dispute that?
A. No.
Q. Dr. Katz testified that he started in the CMO role in February of 2017; would you dispute that?

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A. I doubt it, no.
Q. Okay. Do you know whether Dr. -- well, Dr. Katz testified that he -- it was his understanding he was no longer on the board when he became CMO in February of 2017; do you dispute that?
A. I have no idea.
Q. Okay. There's been -- you've testified I think earlier I think when you were answering a question by -- questions by Dr. Pridgen's counsel that -- she asked you who was on the board immediately prior to the dissolution of Family Care Partners, and I think you testified that Dr. Katz was one of the individuals on the board immediately before the dissolution. Do you recall Dr. Katz being terminated or leaving Family Care -- I'm just calling it Family Care Partners for short term -- do you recall him leaving the Family Care Partners group sometime in August of 2017?
A. I don't remember.
Q. Would you dispute that if the records reflect that and Dr. Katz testified to that?
A. No.
Q. Is it your understanding that decisions about partnership or becoming a shareholder in Family

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Care Partners was to be made at the board level?
A. Yes.
Q. And was to be made at the board level?
A. Yes.
Q. In any conversations -- well, you testified that you had some conversations with Dr. Katz about Dr. Pridgen and her partnership. And then you described that Dr. Katz asked you for -- if you knew where Dr. Pridgen's contract was and there was some discussion about that. Do you recall that testimony?
A. Yes.
Q. Do you have any other recollection of conversations with Dr. Katz about Dr. Pridgen with respect to a partnership decision or shareholder decision?
A. I don't recall.
Q. Okay. So no specific recollection on that?
A. Not really.
Q. Okay. Were you at all involved when Family Care Partners was in the process of acquiring practice groups?
A. Yes.
Q. And did you acquire practice groups during that time knowing that they had female partners who

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would be partners of Family Practice group once they joined?
A. Yes.
Q. I believe you testified to this, but I just want to confirm. Am I correct in my understanding that it was not the CMO's role to make partner recommendations?
A. I guess that's what I felt, yes.
Q. And would you feel the same way with respect to the time that Dr. Katz was CMO? Did you -- let me ask it a different way. Did you feel that it was his role to make partner recommendations?
A. I did not.
Q. Did Dr. Katz ever tell you that he made any promises to Dr. Pridgen about her partnership?
A. No.
Q. Did Dr. Pridgen ever tell you that Dr. Katz made any promises to her about her partnership?
A. I don't remember.
Q. Did Dr. Katz ever tell you, did Dr. Prigden ever tell you, or are you aware at all of any promises or agreements made by Dr. Katz with respect to Dr. Pridgen and partnership?
MS. POLVI: Object to the form.
Q. You want me to ask it -- I can ask it again.

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Are you aware of any agreements between Dr. Katz and Dr. Pridgen regarding her partnership?
A. No.
Q. Did Dr. Katz stand in the way of Dr. Pridgen becoming partner?
A. No.
Q. With respect to Exhibit 1, which is Dr. Pridgen's employment agreement dated June 11, 2013, Dr. Katz was not a party to that agreement, correct?
A. Correct.
Q. And Dr. Katz had no involvement in that agreement, correct?
A. I'm not sure what you're asking.
Q. Like in the negotiations of that agreement.
A. No.
Q. In fact, you did not even know Dr. Katz at the time that agreement was signed, correct?
A. Correct.
Q. All right. There's been some talk about this patient number threshold, 500, 550; do you recall that testimony?
A. Yes.
Q. Dr. Katz testified that Paul Miller told him, and possibly also Tom Watson told him that the

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threshold number was 550. Do you have any reason to dispute that?
A. No.
Q. Do you have any reason to believe that Dr. Katz made that number up himself?
A. No.
Q. If Dr. Katz told Dr. Pridgen that he heard that -- he learned that the threshold number was 550, would that be a lie?
A. Please say that again.
Q. Yeah. If Dr. Katz were to tell Dr. Pridgen in, I guess, the spring of 2017 that the threshold number was 550, would that be correct?
MS. POLVI: Object to the form, but you can still answer.
A. Yes.
Q. When asked about some of the, I guess, conversations you had with Tom Watson and Dr. Katz regarding Dr. Pridgen and her partnership, I think you testified that there was -- that you would -- you had informed Dr. Katz and Tom Watson of Dr. Pridgen's desire; is that correct?
A. Yes.
Q. And was it your understanding that Dr. Katz was to develop some official set of objective

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criteria for consideration for partnership?
MS. POLVI: Object to the form.
A. Him and Tom were.
Q. Okay.
A. As far as I know.
Q. Do you know whether that criteria was ever implemented or voted on by the board?
A. No.
Q. No, you don't know?
A. I don't think it was.
Q. You don't think it was. Okay. Is it your understanding that the board would have to approve that set of criteria for it to be applied?
A. I didn't know.
Q. Okay. Do you contend that -- did you ever see the criteria that Dr. Katz proposed to Tom Watson with respect to partnership consideration?
A. I believe I did, yeah.
Q. Do you contend that Dr. Katz intentionally delayed providing that criteria?
A. No.
Q. We've seen a document, an email from Dave Alpern where he is cancelling or postponing a board

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meeting I think in April of 2017; do you recall that document?
A. Yes.
Q. I have the exhibit number. Do you know whether there was ever a board meeting held between that April email and August of 2017?
A. I don't think so.
Q. Was Dr. Katz ever present -- strike that. Were complaints about physicians or allegations of malpractice about physicians something that was to be considered in whether or not that physician would be eligible for partnership?
A. I vaguely remember a sentence about that and an email about that, but it never -- I don't think it ever surfaced.
Q. Okay. All right. That's all I have.
MR. LEHRER: Yes, I have a few questions.

EXAMINATION

BY MR. LEHRER:
Q. We've established I think through your testimony that after the transaction with Varsity the only partnership available to physicians such as Dr. Pridgen was in Family Care Partners Holdings, is that correct to your knowledge?
A. Correct.

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Q. And I think you've testified -- I'm just going to lead a little bit because I think it's -- I'm just summarizing your testimony, that to get into partnership in that entity, the board of Family Care Partner Holdings had to vote on that person to be a partner; is that correct?
A. I believe so.
Q. Okay. And so would you agree that because of that, board members in that Family Care Partners Holdings, which we'll call that the board, okay, that they would have to be involved in discussions about partnership criteria and individuals who would be available for partnership, correct?
A. Yes.
Q. Do you have any reason to believe that any board member acted outside of their capacity as a board member in being involved in those decisions?
A. No.
Q. And so, for example, we looked at some of the exhibits, specifically, you know, Exhibit 9 there were a lot of emails about partnership criteria and Dave Alpern was on those emails; do you remember that?

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A. Yes.
Q. Do you have any reason to believe that his communications about partnership were anything other than through his role as chairman of the board of Family Care Partners Holdings?
A. No.
MS. POLVI: Object to the form.
THE WITNESS: Oh, sorry.
MS. POLVI: Sorry, it's --
THE WITNESS: No.
Q. Okay. And you don't have any information of Dave Alpern acting outside of his scope as chairman of the board?
A. No.
Q. Okay. And the same would be with Michael Jablon, to the extent he was -- when he was on the board, you don't have any information, or do you have any information that he acted outside of the scope of his capacity as a board member?
A. I don't think Mike was a board member but --
Q. Well, if we look just back for clarification at Exhibit 16, you know just going to the -- really the second page there, it's 3571, he's listed as a board member on 3571, correct?
A. He is listed.

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Q. Yeah, and he's listed --
A. Maybe he was.
Q. -- as a board member on 3572 and 3573?
A. Okay.
Q. And 3574. So at least according to these -- all of the documents, actually, that have the board members listed in Exhibit 16 have him listed as a board member, correct?
A. Okay. Well maybe he was.
Q. Okay. So to the extent he was a board member, do you have any reason to believe he acted outside of his capacity as a board member in any involvement in discussing or voting on partnership?
A. No.
Q. Okay. Are you aware of any communication between Dr. Pridgen and any Varsity individual, such as Dave Alpern or Michael Jablon, are you aware of any communications that they had directly?
A. No.
Q. Did you ever -- did you ever direct Dr. Pridgen that she needed to go speak to any of those individuals about her partnership?
A. No.

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Q. If you wouldn't mind pulling out Exhibit 9 for me and turn it to page 59.
A. All right.
Q. And you see that email at the bottom, you were asked a lot of questions by Ms. Polvi about this physician buy-in criteria, correct?
A. Correct.
Q. And how this particular email didn't separate out a specialist; do you remember that?
A. Yes.
Q. Okay. And so if you go up the email string here to the top one, it looks like, you know, Tom Watson sends the first email with the criteria and then David Alpern responds in the email above, and basically you can read his response, but his response is in summary to say well, there's got to be some value put on the 550; you can't just say 550. It has to reach a certain value. Is that -- is that an accurate summary?
MS. POLVI: Object to the form.
A. Yes.
Q. And for him it said, you know, at least -- you at least want to have a total collections target of a million dollars; you see that?
A. Yes.

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Q. Okay. And then if you'll turn back, you know, kind of going back to that page 58 where that email string continues, then Tom Watson responds to Dave Alpern's, you know, value email and that's when you -- you it appears are first copied on this email string; do you see that?
A. Yes.
Q. Okay. And Mr. Watson says, you know, he appreciates the information, and then he basically says, and I'm going to summarize, but in that last paragraph he says he thinks we ought to stick to the 550; you see that?
A. Yes.
Q. But then if you go down to the last sentence, he says, "Also, some service lines like neuro." Would he be referring to neurologists there?
MS. POLVI: Object to the form.
Q. To your best of your knowledge?
A. Yes.
Q. Is that how you would have understood a reference to neuro?
A. Yes.
Q. Okay. Also, he says, "Also some service lines like neuro have lower volumes but I think are profitable enough to justify an equity stake";

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you see that?
A. I do.
Q. Is that your understand of that there was going to be a separate criteria for specialists?
MS. POLVI: Object to the form.
A. Correct.
Q. That is your understanding?
A. That is.
Q. Okay. And is it your understanding that a different criteria was used in terms of voting on Dr. Baker to be a partner?
A. Yes.
Q. And then where Mr. Watson says that for the others the 550 level should be -- that we should stick to that. Are you aware of whether the 550 number was communicated to Dr. Pridgen?
A. I know it was.
Q. Okay. You did get some questions on physician discipline, and if you recall, disciplining other physicians. Would you agree that personnel files of physicians would more accurately reflect any discipline over your memory here today?
A. Correct.
Q. Okay. Nothing further.

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MS. DUNLAP: Can I ask just one more before if you've got redirect?
MS. POLVI: I don't have a problem with that. Go ahead.
MS. DUNLAP: Okay. Thank you.
REEXAMINATION
BY MS. DUNLAP:
Q. Okay. Dr. Lowder, with respect to Dr. Katz, are you aware of him taking any actions with respect to Dr. Pridgen or Dr. Pridgen and potential partnership that would have been outside the course and scope of his authority as either a board member or as chief medical officer?
A. No.
MS. POLVI: Object to the form.
MS. DUNLAP: Thanks.
THE WITNESS: No.
MS. BRYANT: I just have a quick question.
EXAMINATION
BY MS. BRYANT:
Q. With respect to the communications that we've been talking about today, would you have been acting in an individual or an official capacity with respect to those communications?
A. Official.

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Q. And what official capacity do you consider that to be?
A. Can you rephrase? I mean what do you --
Q. Tell me what official capacities you've had when you answer that.
A. You mean when I was communicating with Dr. Pridgen --
Q. Yes.
A. -- or before or after or --
Q. With Dr. Pridgen.
A. I mean, that's what I didn't know is I don't know my official title, but I guess you could say I was president of Colonial.
Q. Do you feel like your communications with Dr. Pridgen fell within the scope of your official capacity, whatever that may be?
A. Yes.
Q. Do you ever view, or do you view any of your actions as being outside of your official capacity in any way?
A. No.
Q. I don't have any further questions.
REEXAMINATION
BY MS. POLVI:
Q. With regard to the scope questions that you just

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were asked by your counsel, do you understand within the claims of this case that Dr. Pridgen's also alleged that you acted outside of the scope in terms of being named individually in this case?
A. No.
Q. And do you have any personal legal knowledge to identify what is within the individual capacity or official capacity of someone in terms of tort allegations?
MS. DUNLAP: Object to the form.
Q. Do you have any legal training of what is or isn't within or outside of the scope of official duties?
A. Legal training?
Q. Yes.
A. What do you mean by that?
Q. Have you ever gone to law school or another type of legal seminar that teaches about what the difference is between inside the scope and outside the scope of official duty?
A. No.
Q. Okay. And I think it's pretty clear from earlier testimony, but I do want to make sure it is clear on the record, there was never a vote

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by any board entity to adopt criteria for partner or stakeholder buy-in --

A. Not that I --

Q. -- that you were present at?

A. Not that I recall.

Q. Okay. Those are all my questions.

MS. BRYANT: Okay. I just want to put one thing on the record. There have been a number of exhibits that have been used during the deposition which have been marked confidential I believe for the most part by my clients. There are also a few of the exhibits that were introduced that aren't marked confidential that came from a native document which was marked confidential, to the best of my knowledge, and I would like to designate those exhibits and any testimony regarding those exhibits as confidential. By my notes, those exhibits include 3, 4, 5, 6, 7, 8, 9, 14, 15, 16, 17, and 18. I would also like to designate as confidential any of the testimony by Dr. Lowder with respect to his personal income from any of the entities at issue in this case or any outside sources, as well as the sources of that stream of income. I put this on the record at

the start of the deposition, but Dr. Pridgen's husband has been present for this deposition. Opposing counsel and Dr. Pridgen's husband have done a good job of exiting the room when I've asked. To the extent there has been any confidential testimony in this deposition for which Dr. Pridgen's husband was present, it is not my client's intention to waive any of the designations as confidential. And so there may have been moments when we didn't catch things or perhaps I didn't ask him to leave, but we do not intend for those instances to be deemed a waiver. I think that's all I have for the record.

MS. POLVI: Anything further? We're concluded for the day.

(There being nothing further, the deposition concluded at 6:38 p.m.)

SIGNATURE

I have read the foregoing deposition, and confirm that it is a true and accurate transcript of my testimony. Any errors I may have noticed have been listed below and returned to the court reporter for checking against her recording.

_____
Clay Lowder, M.D.

Date:_____

Page	Line	Correction	Reason for Change

RE: Pridgen v. Colonial et al.

CERTIFICATE

Be it known that I, Andrea R. Taylor, do hereby certify that CLAY LOWDER, M.D., appeared before me and that I took the foregoing deposition at the time and place aforesaid by means of stenomask with backup; that I was then and there a notary public in and for the State of South Carolina and that by virtue thereof, I was duly authorized to administer an oath; and that the witness was by me first duly sworn to testify to the truth, the whole truth, and nothing but the truth.

I further certify that the foregoing transcript represents a true, accurate, and complete transcript of said deposition. This transcript may contain quoted material; said material is transcribed as read or quoted by the speaker.

I further certify that the witness was given an opportunity to read and correct said deposition and to subscribe the same. Should the signature of the witness not be affixed to the deposition, the witness shall not have availed himself of the opportunity to sign or the signature has been waived.

I further certify that I am neither employed by nor related to any of the parties in this matter nor their counsel; nor do I have any interest, financial or otherwise, in the outcome of this action.

Witness my hand and seal this 19th day of June, 2019.

Andrea R. Taylor

Andrea R. Taylor
Notary Public for South Carolina
My Commission Expires:
2/18/2024

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STATE OF SOUTH CAROLINA	IN THE COURT OF COMMON PLEAS
COUNTY OF RICHLAND	C/A NO.: 2018-CP-40-02545
Dr. Kaoru Pridgen, Plaintiff, v. Colonial Family Practice, LLC; Varsity Family Care Partners, LLC; Family Care Partners d/b/a Family Care Partners Management, LLC; Dr. Clay Lowder; Thomas W. Watson; and Dr. Gary R. Katz, Defendants.	

DEPOSITION OF

CLAY LOWDER, M.D.

****

Wednesday, May 22, 2019

10:15 a.m. - 6:38 p.m.

The deposition of CLAY LOWDER, M.D. was taken before Andrea R. Taylor, a notary public in and for the State of South Carolina, commencing on Wednesday, May 22, 2019, at Adams and Reese, LLP, 1501 Main Street, Fifth Floor, Columbia, South Carolina, pursuant to Notice of Deposition.

Q. Sure. Probably the easiest is she can read back for us.

A. Okay.

Q. And just so I don't accidentally phrase it differently.

(The question was read back.)

Q. So from the standpoint of Dr. Pridgen having a solo practice prior to her coming to Colonial, were you aware that she would not have come to the practice but for promises of partnership?

A. No.

Q. Why is Dr. Pridgen not a partner now?

A. That's a very complex answer. So, number one, her -- her contract spelled out that she would be considered for a partnership after a three-year term. And it was crystal clear when that ended. Number two, at that point when she completed her three-year term, she was considered for partnership. The -- a transaction took place during the middle of that term, which would have changed -- you know, the way that the decision-making of the partnership became a switch to the board of Family Care

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Partners, which was the controlling entity at that time. The board I felt was, you know, developing their own method of how you become a partner. The board had tried to come up with objective criteria of how you would become a partner in the practice instead of subjective. They knew it was not guaranteed, but they were trying to come up with objective measures. At that point, the transaction had gotten to the point where it went bad and disarray occurred. The practice was in financial trouble. As further evidence, it completely went insolvent, and she was not able to be a partner.

Q. So let's parse through your answer. First I want to ask you about the transaction. Just to be clear on the record, what transaction are you referring to?

A. Transaction between Colonial Family Practice and Varsity Healthcare Partners.

Q. When did that transaction occur?

A. December of 2015. I don't remember the exact date that they closed it.

Q. With regard to you referred to a board developing a method, which board are you referring to?

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meeting I think in April of 2017; do you recall that document?

A. Yes.

Q. I have the exhibit number. Do you know whether there was ever a board meeting held between that April email and August of 2017?

A. I don't think so.

Q. Was Dr. Katz ever present -- strike that. Were complaints about physicians or allegations of malpractice about physicians something that was to be considered in whether or not that physician would be eligible for partnership?

A. I vaguely remember a sentence about that and an email about that, but it never -- I don't think it ever surfaced.

Q. Okay. All right. That's all I have.

MR. LEHRER: Yes, I have a few questions.

EXAMINATION

BY MR. LEHRER:

Q. We've established I think through your testimony that after the transaction with Varsity the only partnership available to physicians such as Dr. Pridgen was in Family Care Partners Holdings, is that correct to your knowledge?

A. Correct.

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Q. And I think you've testified -- I'm just going to lead a little bit because I think it's -- I'm just summarizing your testimony, that to get into partnership in that entity, the board of Family Care Partner Holdings had to vote on that person to be a partner; is that correct?

A. I believe so.

Q. Okay. And so would you agree that because of that, board members in that Family Care Partners Holdings, which we'll call that the board, okay, that they would have to be involved in discussions about partnership criteria and individuals who would be available for partnership, correct?

A. Yes.

Q. Do you have any reason to believe that any board member acted outside of their capacity as a board member in being involved in those decisions?

A. No.

Q. And so, for example, we looked at some of the exhibits, specifically, you know, Exhibit 9 there were a lot of emails about partnership criteria and Dave Alpern was on those emails; do you remember that?

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A. Yes.
Q. Do you have any reason to believe that his communications about partnership were anything other than through his role as chairman of the board of Family Care Partners Holdings?
A. No.
MS. POLVI: Object to the form.
THE WITNESS: Oh, sorry.
MS. POLVI: Sorry, it's --
THE WITNESS: No.
Q. Okay. And you don't have any information of Dave Alpern acting outside of his scope as chairman of the board?
A. No.
Q. Okay. And the same would be with Michael Jablon, to the extent he was -- when he was on the board, you don't have any information, or do you have any information that he acted outside of the scope of his capacity as a board member?
A. I don't think Mike was a board member but --
Q. Well, if we look just back for clarification at Exhibit 16, you know just going to the -- really the second page there, it's 3571, he's listed as a board member on 3571, correct?
A. He is listed.

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Q. Yeah, and he's listed --
A. Maybe he was.
Q. -- as a board member on 3572 and 3573?
A. Okay.
Q. And 3574. So at least according to these -- all of the documents, actually, that have the board members listed in Exhibit 16 have him listed as a board member, correct?
A. Okay. Well maybe he was.
Q. Okay. So to the extent he was a board member, do you have any reason to believe he acted outside of his capacity as a board member in any involvement in discussing or voting on partnership?
A. No.
Q. Okay. Are you aware of any communication between Dr. Pridgen and any Varsity individual, such as Dave Alpern or Michael Jablon, are you aware of any communications that they had directly?
A. No.
Q. Did you ever -- did you ever direct Dr. Pridgen that she needed to go speak to any of those individuals about her partnership?
A. No.

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STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF RICHLAND	)	C/A NO.: 2018-CP-40-02545
	)	
Dr. Kaoru Pridgen,	)	
	)	
Plaintiff,	)	
	)	
v.	)	
	)	
Colonial Family Practice, LLC; Varsity Family Care Partners, LLC; Family Care Partners d/b/a Family Care Partners Management, LLC; Dr. Clay Lowder; Thomas W. Watson; and Dr. Gary R. Katz,	)	
	)	
Defendants.	)	
_____	)	

DEPOSITION OF

CLAY LOWDER, M.D.

****

Wednesday, May 22, 2019

10:15 a.m. - 6:38 p.m.

The deposition of CLAY LOWDER, M.D. was taken before Andrea R. Taylor, a notary public in and for the State of South Carolina, commencing on Wednesday, May 22, 2019, at Adams and Reese, LLP, 1501 Main Street, Fifth Floor, Columbia, South Carolina, pursuant to Notice of Deposition.

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Also present:
Dr. Kaoru Pridgen
Arthur Hartzog

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REPORTER'S NOTE:
(Exhibits Numbered 3, 4, 5, 6, 7, 8, 9, 14, 15, 16, 17, and 18 are confidential, as well as the questions and answers pertaining thereto.)

EXHIBITS

Plaintiff's Exhibit Number 1 55
(Employment Agreement)
Plaintiff's Exhibit Number 2 66
(Memorandum dtd. 4/25/16 Pridgen to Lowder re: Partnership Status)

Plaintiff's Exhibit Number 3 (CONFIDENTIAL) 95
(Patient counts, charges, payment statistics 2012 - Fall of 2018)
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STIPULATIONS

It is stipulated by and between counsel for the respective parties that all objections are reserved until the time of trial, except as to the form of the questions.

This deposition is being taken pursuant to the South Carolina Rules of Civil Procedure.

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The reading and signing of this deposition is reserved by the deponent and counsel for the respective parties.

Whereupon,

CLAY LOWDER, M.D., being duly sworn and cautioned to speak the truth, the whole truth, and nothing but the truth, testified as follows:

MS. POLVI: Do you want to go ahead?

MS. BRYANT: Yeah. Counsel had a conversation off the record with respect to the fact that Dr. Pridgen's husband is present for this deposition. Dr. Pridgen's husband is not a party to the case and is not currently a party to the confidentiality order that's in place in this case, as confidential documents and information have been exchanged. Off the record, and now on the record, I told

plaintiff's counsel that we are not comfortable with Dr. Pridgen's husband being present for any questions that involve confidential information or any questions involving exhibits that have been marked confidential in this case, and we've asked that he leave the room during those questions regarding any confidential information or confidential documents. My client does not consent to making Dr. Pridgen's husband a party to the confidentiality order in the case. I don't know --

MR. LEHRER: At this time, we have not been able to consult with our clients so we could not consent without some consultation on behalf of the other parties.

MS. DUNLAP: I have not been able to consult with my client, Dr. Katz, and I don't have authority to consent. He's actually working a shift right now so he won't be available by phone during the course of the deposition.

MS. POLVI: And I proffered including my client's husband in the confidentiality order as a potential compromise to address any confidentiality concerns as they are -- they already have a spousal privilege; they're able

to speak about much of the case. But I think in order to not delay the deposition, my intent is to follow what Dr. Lowder's counsel has recommended, that my client's husband step out during confidential portions, and I intend to group them as best I can so that it's not continually disrupting our deposition.

EXAMINATION

BY MS. POLVI:

Q. So let me go ahead and kind of start the normal process in this deposition by introducing myself. We've met before, Dr. Lowder, but my name is Shannon Polvi. I'm an attorney at Cromer Babb Porter and Hicks, and I represent Dr. Pridgen in this case. And first we'll kind of start by some basic procedural things about depositions before we get into the substance. Please state your full legal name for the record.

A. Clayton Ralph Lowder, III.

Q. And have you gone by any other legal name during your life?

A. I don't think so.

Q. Okay. And is it our mutual understanding that you are a named defendant in this case?

A. Yes.
Q. And that we might abbreviate some of the other named defendants in this case, including, for instance, the entities. One of the entities in this case that is a named defendant is Colonial Family Practice, LLC. Is it our mutual understanding that we might, either of us, abbreviate that name to either Colonial or Colonial Family Practice or CFP?
A. Yes.
Q. And then another named defendant that's an entity is Varsity Family Care Partners, LLC. Would it be our mutual understanding that we might abbreviate that to Varsity or VFCP at some point?
A. VFCP, what is --
Q. Right, just the initials.
A. Okay.
Q. I would tend to say Varsity.
A. Okay. Sure.
Q. But just in case you'd abbreviated it in another form.
A. Sure.
Q. Okay. And then we have another named defendant, Family Care Partners d/b/a Family Care Partners

Management, LLC. Would it be our mutual understanding that we might abbreviate that to Family Care Partners or FCP?

A. Yes.

Q. Okay. Have you ever been deposed before?

A. Yes.

Q. How many times?

A. I don't remember.

Q. More or less than five?

A. Yes. Less.

Q. Less.

A. Sorry.

Q. Okay. But at least, you know, some -- some point that there's been several in your lifetime?

A. Yes.

Q. We'll kind of come back to those. I want to ask a little greater depth. But for now let me just outline the procedural things that we both need to understand. Do you have a -- we have a court reporter here that is recording everything that we say; do you understand that?

A. Yes.

Q. And that she will transcribe what we verbally say into a written transcript after the

conclusion of our deposition?
A. Yes.
Q. Okay. You'll have an opportunity to review it. You can't substantively change like a yes to a no, but you can ensure that it is accurately transcribed after the conclusion of the deposition if you so choose; do you understand that?
A. Yes.
Q. And the best time to make any corrections is while we're still here. So sometimes a question that I ask later might jog your memory about something I asked earlier in the day. So if you do remember that something that's responsive and we're still here, please feel free to tell us so that we can get that on the record. Do you understand that?
A. Yes.
Q. And though it might seem like a conversation at times, we do always have to have verbal answers on the record. So I might remind you at times. It's not me being rude. It's just that we have to make sure Andie can accurately record and transcribe everything during our deposition. If you don't understand a question that I've asked,

will you tell me?

A. Yes.

Q. And by the same token, if you answer a question that I've asked, may we assume you understood the question?

A. Yes.

Q. It's natural to anticipate what one another might say, but I'll try not to interrupt you; try not to interrupt me. It helps her and we want to make sure the record is clear. Do we have that mutual agreement?

A. Yes.

Q. Thank you. I do take breaks, but if you need a break before I've called for one, don't hesitate to tell me. But I would ask that if I've asked you a question that you answer that question before we break. Have you taken any medications or substances that would affect your ability to testify today?

A. No.

Q. And have you had any alcohol in the last 12 hours?

A. No.

Q. Is there anything that you're aware of that would hinder your ability to give full,

complete, and truthful answers today?
A. No.
Q. So before we get into the substance, are there any questions that you have about the procedures of the deposition?
A. No.
Q. I want to ask you first about the other depositions that you've been a participant in in the past. What were those circumstances that led you to be in a deposition?
A. I've been deposed as a medical doctor on a couple of cases for patients who have been injured or that were sick or had problems and needed to go in front of a judge.
Q. And other than those depositions that you just described, have you been in any depositions, other than this one, that would involve you being a party?
A. What is a party?
Q. Either the plaintiff or defendant in a case.
A. No, not that I remember.
Q. How long have you known Dr. Pridgen?
A. I think it's 2012 when I met her.
Q. And how did you first come to know her in any kind of capacity?

A. I don't remember -- I don't -- somebody either called me and told me she was interested in our practice. But I can't remember who it was or exactly when it was.

Q. And when is the first time that you recall personally interacting with her, be it telephone or in person?

A. Same.

Q. In 2012?

A. (Nods head.)

Q. Sorry, verbal.

A. Yes.

Q. So let's start with this 2012 time frame and what you described as an interest in Dr. Pridgen joining the practice. How many conversations do you recall having with Dr. Pridgen about her coming to work at Colonial?

A. I don't remember.

Q. Would you say it's more or less than ten?

A. I don't remember.

Q. Did you keep any contemporaneous notes during your conversations with Dr. Pridgen prior to her joining Colonial?

A. I don't remember.

Q. Well, I will say that you are a physician,

you're a well educated gentleman, and for you not to remember any of this seems quite odd. So I'm going to ask that several of your questions that they're not going to be answers I don't remember, I'm going to need to have some responses from you as to the content of what this case is about.

MS. BRYANT: Object to the form.

Q. So did you keep any contemporaneous notes about your conversations with Dr. Pridgen prior to her coming to work at Colonial?

A. I don't remember. That was seven years ago. How would I remember if I kept notes?

Q. Well, let's track back. I've sent discovery requests to you. Have you looked to see if you have notes from your discussions with Dr. Pridgen?

A. I don't remember.

Q. So you don't remember if you have looked in response to my discovery requests?

A. I answered all of the questions that -- that my attorney would have given me on what, you know, my due diligence was. I've completely done to the best of my knowledge due diligence, and I answered yes. I answered all of the questions

that she provided to me and supposed was supposed to give to you I guess as part of the discovery. So I'm not sure how that works, but I did my best on that.

Q. It's still not responsive to my question, though, is that you, as a named party, have a responsibility to look for documents that I request. And I understand that prior to them being produced to me, of course you would provide them to your counsel. But I still need to know whether you looked in response to my request for notes about the conversations, the negotiations that you had with Dr. Pridgen before she joined this practice. There are breach of contract claims, as well as others, that are highly relevant to whether you've looked to see if there's any documents that you possess related to that.

MS. BRYANT: Object to the form.

A. I mean, I thought I answered it. I thought I said I did to the best of my ability look at all the documents and all the things that she asked me for and reviewed them and would have given her the answer. I've looked at a ton of stuff. I can't remember exactly what I've looked at on

this case or not.
Q. Well, let's narrow that down because I'm not asking about all the documents about this case. I'm very specific to what I'm asking you about right now, which are your notes and documents related to conversations you had with Dr. Pridgen leading her to become a doctor at Colonial. So have you looked in your personal records for your notes or documents that you kept for that 2012-2013 negotiation time frame?
A. I'm sure I did.
Q. And do you have any notes that reflect those conversations?
A. Like I said, I don't remember if I have those notes or not.
Q. If you looked, and I sent discovery requests recently --
A. Okay.
Q. -- so you should have a recollection of whether you found anything that's responsive to that question.
MS. BRYANT: Object to the form.
A. I don't know what you want me to say. I don't remember.
Q. Where do you maintain notes about negotiations

with doctors who join the practice?
A. I don't really maintain notes. I keep them probably through email.
Q. Do you keep files at the physical practice in Sumter, or where do you maintain document records?
A. Sumter.
Q. Do you keep any contemporaneous records at your home?
A. What does contemporaneous mean?
Q. Meaning the documents that you would have, if they existed, had in 2012 and 2013 negotiating with Dr. Pridgen.
A. No.
Q. And you referenced emails as one of the forms in which you maintain records. Have you checked your email to determine whether you have any with or relating to Dr. Pridgen during her time frame leading up to her joining Colonial, this 2012-2013 time frame?
A. Best I recall, I looked at emails from around 2016 to present. I don't think I went back as far as 2012.
Q. Do you still have access to emails that proceed 2016?

A. Yes.
Q. When you were discussing Dr. Pridgen joining Colonial, who do you recall being present during any of those conversations?
A. I don't remember.
Q. Do you recall Lissa Lara being present during some of the communications between you and Dr. Pridgen?
A. Probably.
Q. What was Lissa Lara's position at that time, 2012-2013?
A. CEO.
Q. How long had Ms. Lara held the CEO position?
A. Don't remember.
Q. And were there any individuals who reported directly to you that were participating in any conversations with Dr. Pridgen in this negotiation time frame?
A. I don't recall.
Q. With regard to Lissa Lara as CEO during this 2012-2013 time frame, did she have any direct reports?
A. I'm sure she did.
Q. Do you recall any of those individuals?
A. No.

Q. I'm sorry, verbal.
A. No.
Q. Would it be accurate, to your recollection, that with Dr. Pridgen joining as a doctor at Colonial, you and Lissa Lara were the primary individuals with whom Dr. Pridgen was in contact?
A. I believe so.
Q. During this 2012 time period prior to Dr. Pridgen coming to Colonial, were you aware of her having a medical practice that she was operating as a solo practitioner?
A. Yes.
Q. Did you ever physically see the workspace that Dr. Pridgen was working out of as a solo practitioner?
A. No.
Q. When Dr. Pridgen joined Colonial, is it your understanding that she brought that operating practice, the solo practice to Colonial?
A. What do you mean by operating practice?
Q. That she had patients and staff.
A. I don't know. What do you mean by "brought"?
Q. The staff and patients and supplies, things that were operating the practice came with Dr.

Pridgen when she came to Colonial?
A. Some. Some of the stuff came; some of the staff probably came. Some of the patients as well, but not all.
Q. And did you keep any records at that time of what Dr. Pridgen had at her practice, the solo practice, that was coming to Colonial?
A. I don't know.
Q. Do you know of anyone who would have those records?
A. I can look, but I don't -- I don't recall.
Q. When Dr. Pridgen was speaking with you prior to joining Colonial, did she relay to you that she was joining because of the promises to become a partner?
A. No.
Q. You and Dr. Pridgen had multiple conversations prior to her joining the practice; would that be accurate, to your recollection?
A. I'm sure at some point, yeah.
Q. And during those conversations, do you recall her saying that partnership was important to her?
A. Yes.
Q. And with that being relayed to you, how did you

respond to Dr. Pridgen?
A. The best I can recall, I responded just like I do with all employed physicians, that we have a contract and there's a consideration for partnership but no guarantee.
Q. During one of the conversations prior to Dr. Pridgen joining the practice, did you show Dr. Pridgen what a physician had made who was a partner?
A. I don't remember that.
Q. Dr. Pridgen has described in her interrogatory responses that there was a time that she was in your office and you physically showed her a document with the name covered, but it showed the income of a partner at the practice; do you recall that?
A. I don't.
Q. Do you deny doing it, or you just don't recall it?
A. I don't recall at all.
Q. So from the standpoint of Dr. Pridgen having a solo practice prior to her coming to Colonial, were you aware that she would not have come to the practice but for promises of partnership?
A. Can you repeat it?

Q. Sure. Probably the easiest is she can read back for us.
A. Okay.
Q. And just so I don't accidentally phrase it differently.
(The question was read back.)
Q. So from the standpoint of Dr. Pridgen having a solo practice prior to her coming to Colonial, were you aware that she would not have come to the practice but for promises of partnership?
A. No.
Q. Why is Dr. Pridgen not a partner now?
A. That's a very complex answer. So, number one, her -- her contract spelled out that she would be considered for a partnership after a three-year term. And it was crystal clear when that ended. Number two, at that point when she completed her three-year term, she was considered for partnership. The -- a transaction took place during the middle of that term, which would have changed -- you know, the way that the decision-making of the partnership became a switch to the board of Family Care

Partners, which was the controlling entity at that time. The board I felt was, you know, developing their own method of how you become a partner. The board had tried to come up with objective criteria of how you would become a partner in the practice instead of subjective. They knew it was not guaranteed, but they were trying to come up with objective measures. At that point, the transaction had gotten to the point where it went bad and disarray occurred. The practice was in financial trouble. As further evidence, it completely went insolvent, and she was not able to be a partner.

Q. So let's parse through your answer. First I want to ask you about the transaction. Just to be clear on the record, what transaction are you referring to?

A. Transaction between Colonial Family Practice and Varsity Healthcare Partners.

Q. When did that transaction occur?

A. December of 2015. I don't remember the exact date that they closed it.

Q. With regard to you referred to a board developing a method, which board are you referring to?

A. Family Care.
Q. When was the development of a method that you described as being objective rather than subjective, when was that development occurring?
A. Best I can recall, it was 2016.
Q. There had been time periods that you had been the chief medical officer; is that accurate?
A. Yes.
Q. What are those times periods that you've been the chief medical officer?
A. So I guess December of 2015, and I don't recall when I was -- when Gary Katz became officer after me. And I don't recall when the transition took place.
Q. What is your current status with regard to chief medical officer?
A. I don't really know. I don't know what my title is.
Q. Did you become the -- and if I abbreviate it as CMO, we both understand that to be chief medical officer?
A. Yes.
Q. When did you become a CMO after Dr. Katz?
A. When did I become one?
Q. Or return to the position.

A. I don't know that I am in that position. I don't know the official designation or title at this point. I'm not sure we delineated it at all what to call me.

Q. And the board that you referred to with FCP, have you been on that board?

A. Yes.

Q. And when is the time period that you've been on the board?

A. December of 2015 -- well, I mean, until it kind of dissolved.

Q. When did the dissolve occur?

A. I don't know.

Q. And in terms of the current status, do you participate in any board capacity now?

A. Yes.

Q. In what way?

A. I'm on the board.

Q. And of what board?

A. To be honest with you, I don't know what they call it. We have an unusual relationship because we had a lender involved. And they have some members on the board and members of Colonial are on the board, Colonial Family Practice I guess. But I'm not sure what the

name of the board is or I'm not sure the name of the -- the way you would answer that.

Q. And who was the lender you're referring to?

A. Freeport.

Q. When did Freeport get involved as a lender?

A. You would have to ask Varsity that question.

Q. And this lender status with Freeport, is that for Colonial Family Practice or a larger entity?

A. I do not recall the exact way we structured that at this point. I would hate to answer that incorrectly.

Q. Let's stay with the current board, and I want to ask you about the FCP board separately. The current board, how often do you meet?

A. We just started, so I don't think there's any set time.

Q. Have you had any board meetings yet with the board that you described as a blend of Family Care Partners and the lenders?

A. It's not Family Care Partners.

Q. Or I guess blend of -- well, let's because -- let's clear that up. We don't want confusion there. The current board that you've identified, how many members or partners are on that board?

A. I think it's supposed to be two with the bank and three of our guys, but we have not met yet.
Q. And in terms of your participation on a board that somehow relates to your practice as a doctor at Colonial, when is the last board meeting that you were present at?
A. I said we have not met yet.
Q. Or even of former boards, what would have been the last board meeting?
A. I don't recall exactly.
Q. Were there any board groupings that occur between the Family Care Partner board that you've described and the board that has two of the physicians and three of the lenders?
A. No.
Q. So now knowing that there's not one in between, let's go back to the Family Care Partners board. Who was on that board as of immediately prior to the dissolve?
A. I'm not sure I can name everybody, but I'll try. Dave Alpern was chairman of the board. Kenton Rosenberry, Dr. Katz, Tom Watson, and Ron Piccione, I think is the way you would say his name. They may be others. I don't want to be held to that because I don't -- I don't remember

exactly if Mike Jablon was on the board or if some -- some additional people came to the meetings for support, but I don't remember if exactly they were on the board or not.

Q. During that time frame immediately prior to the resolve, were you also a member of the board?

A. Yes. Sorry. Yeah.

Q. And when was the last meeting that you're aware of that Dave Alpern was the chairman?

A. I don't remember.

Q. During the time frame that you participated on these boards, has there ever been a formal vote about Dr. Pridgen becoming partner?

A. No.

MS. BRYANT: Just a second. To the extent we're getting into conversations during board meetings, I would maintain that those conversations are confidential operations of the business. The documents we've produced with respect to board agendas and minutes and things like that have been marked confidential. So if you're going to go down this line of questioning, I'm going to ask that Dr. Pridgen's husband leave the room.

MS. POLVI: I don't think that whether there was a

vote or not is subject to confidential. I mean, it's a vote about whether or not she'd be partner. It's not the content of any of their financials.

MS. BRYANT: I'm taking the position that any discussions concerning who's on the board and when they met, I agree those are factual information. But discussions of board members in operating their business is a confidential matter. You can challenge my designation of that confidentiality and you may win it, but at this time, I'm taking the position that those conversations are confidential.

MS. POLVI: I need to ask about that, so please step out. Thank you.

(Mr. Hartzog left the room.)

MS. POLVI: If we may read back.

(The question was read back.)

Q. During the time frame that you participated on these boards, has there ever been a formal vote about Dr. Pridgen becoming partner?

A. Not that I recall.

Q. When was the last vote for anyone to become a partner?

A. I don't remember.
Q. Which doctor is the most recent that has -- at Colonial that has been designated as a partner?
A. I can't remember which one was last, Dr. Katz or Dr. Baker.
Q. When Dr. Katz and Dr. Baker became partners, was there a vote?
A. I don't remember.
Q. When Dr. Katz and Dr. Baker became partners, who were the decision-makers?
A. I guess the board. I guess Dave Alpern and Tom Watson and the board.
Q. And I think you've identified Dave Alpern as the chairman. What was Tom Watson's role at the time of that decision-making?
A. He was the CEO.
Q. Would that be of Varsity?
A. I think he was CEO of Family Care Partners.
Q. Family Care Partners.
A. I think. I don't --
Q. For the board meetings that were led by Family Care Partners, was there a formal itinerary that was followed kind of strictly, or was it a relatively fluid meeting? How would you describe the order of the meeting?

A. Probably in between.
Q. And I've had some agendas of sorts that have been produced in production. Are there -- well, before I ask this. Have you seen those agendas that have been produced in the case?
A. Which agendas?
Q. Family Care Partner meetings, board meetings.
A. Not that I recall. I mean, I'd be glad to look at them if you've got them.
Q. I don't have them all printed here, but I just wanted to see first before I refer to them, did you have any participation in the drafting of agendas for board meetings?
A. Yes. Well, a part of them. I didn't draft -- I drafted the chief medical officer portion.
MS. DUNLAP: Sorry, Shannon, were you asking about board meeting minutes or agendas on that last?
MS. POLVI: This is still the agendas.
MS. DUNLAP: Okay.
MS. POLVI: Sorry if there was any confusion. Mainly I'm asking for what proceeds the meeting is this kind of line of questioning.
Q. Was there any type of request that was sent out asking for what would be on the agendas? Or how did you know to submit information for upcoming

board meetings?
A. They would set a date and just tell me, hey, by this day, send us your CMO report.
Q. Who would request that information of you?
A. Most likely would have been Tom Watson.
Q. Did you ever ask the board to vote on Dr. Pridgen?
A. Not that I recall.
Q. Why did you not ask the board to vote on Dr. Pridgen becoming a partner?
A. It wasn't my place.
Q. And what is the basis for that opinion?
A. You mean to ask for a formal vote would -- I mean, as a chief medical officer, I still don't feel like that would have been my place to say, hey, let's formally vote on Dr. Pridgen.
Q. Whose place would it be?
A. I guess the CEO or chairman of the board.
Q. When Dr. Baker and Dr. Katz were proffered for partner, do you know who proffered them to be voted upon?
A. What does proffer mean?
Q. Proposed. Sorry.
A. Thank you. I don't -- I don't recall how we went about that.

MS. POLVI: Let's take a quick break.

(Break from 10:57 a.m. until 11:10 a.m.)

BY MS. POLVI:

Q. So we're back on. Let's stay on the board meetings track currently. You've testified that the board didn't vote about Dr. Prigden, but do you recall her being discussed at board meetings even with the possibility of a vote?

A. I don't.

Q. While you were present, did you ever hear any of the other board members ask for a vote with regard to Dr. Prigden becoming a partner or stakeholder?

A. I don't recall that.

Q. During the time periods that you've held the CMO role, have you recommended anyone for partner status?

A. Not formally.

Q. During your time as CMO, have you recommended anyone for partner status informally?

A. Yes.

Q. Who?

A. Dr. Baker.

Q. And Dr. Baker had been with the practice for how long at that time that you informally

recommended him?

A. I don't remember.

Q. And this might seem kind of redundant, but I don't think we've covered this yet during the deposition. Do you identify as male?

A. Do I what?

Q. Identify as a male? Sorry. I know --

A. Do I identify as a male?

Q. Yes. That might seem out of -- out of the context, but it is important to put it on the record in terms of there's a gender discrimination claim here. So I hadn't asked you that yet.

A. Yes.

Q. Okay. And do you understand Dr. Pridgen to be a female?

A. Yes.

Q. And do you understand Dr. Baker to be a male?

A. Yes.

Q. And do you understand Dr. Katz to be a male?

A. Yes.

Q. And I think -- let's just run through some of the other names that we've discussed.

MS. BRYANT: That's obvious, but the record doesn't show gender. So she's just trying to get it on

the record.

THE WITNESS: Okay.

MS. POLVI: Right.

MS. BRYANT: She's not trying to --

Q. Yeah. It's not trying to be offensive in any kind of way.

A. You've got me thinking here.

Q. Just basic -- Dave Alpern, do you understand him to be a male?

A. Yeah.

Q. And Mike Jablon, do you understand him to be a male?

A. Yes.

Q. Ron Piccione, do you understand him to be a male?

A. Yes.

Q. And Kenton Rosenberry, do you understand him to be male?

A. Yes.

Q. Lissa Lara, do you understand her to be a female?

A. Yes.

Q. I think those are everybody we've discussed yet on the record. I think I asked, but do you understand Tom Watson to be a male?

A. Yes.
Q. Okay. We've covered that. But I just hadn't covered that yet and that is important to have on the record. Prior to Dr. Baker working with you at the current practice, did you ever work with Dr. Baker in the past?
A. No.
Q. Did Dr. Baker have a employment contract in place prior to him being a partner?
A. I think so.
Q. Did you participate in the negotiations for that contract?
A. I'm sure I did.
Q. And with regard to Dr. Pridgen, did you participate in the negotiations for her employment contract?
A. I'm sure I did.
Q. And were you a signator on Dr. Baker and Dr. Pridgen's employment contracts?
A. I think so.
Q. When Dr. Baker joined the practice preceding partnership, what conversations did you have with him about becoming a partner?
A. Same as I do with any physician, usually you're considered after three years, but not

guaranteed.
Q. And are there any female partners currently?
A. Yes.
Q. And are you referring to which entity?
A. So I -- lord, I don't want to say it wrong. But we've changed from Family Care Partners. All this is just crazy in my head. But it's Family Care -- or it's -- I can't remember. It's a management holding company that's the blend as we were talking about between Colonial and the other. Sorry I just -- I'm sure we can look that up, right?
Q. Is there a female partner in Colonial Family Practice?
A. Colonial is -- the new company is the holding company. So there's partners in that. There's no partners in Colonial.
Q. And so just to confirm, there's no female partners from Colonial?
A. There's no partners in Colonial.
Q. So just to make sure I'm clear with your testimony, your prior testimony is that all the partners would be under the management holding company?
A. Correct.

Q. And sourcing from Colonial Family Practice, there are no female partners of that management company?
A. Didn't we -- didn't we just say no partners? There's no partners in Colonial.
Q. Well, of the physicians that work with Colonial Family Practice, there are no partners who are male; would that be accurate? Or excuse me, female. Goodness gracious. Let's --
A. Yeah, you're losing --
Q. Let's backtrack.
A. Yeah, you're losing me.
Q. So you've identified that there are female partners of the management holding company and that holding company sources from multiple medical practices, right?
A. Correct.
Q. And so from the medical practice that is Colonial, there are no female partners?
A. There's no partners. It's just a practicing entity.
Q. That source that work at Colonial?
A. It's just a practicing entity.
Q. Okay. A practicing entity that has partners that work there, correct?

A. No.
Q. You work at Colonial Family Practice, don't you?
A. Right. But it is a medical practice only. It is not a holding company. And so it doesn't -- it doesn't have partners.
Q. So there are partners that work at Colonial Family Practice that are part of a management company; is that right?
A. No.
Q. So we're not going to talk in circles on this forever, is that you've identified yourself as a partner in a management company currently, correct?
A. Right. Holding company.
Q. And there are several medical practices that have partners that work at them that are run by this management company, correct?
A. That is incorrect.
Q. So how is that incorrect?
A. There -- like I said, there's a management holding company. This is my best understanding. There's a management holding company which dictates -- which is the current ownership of the medical practice which owns Colonial Family Practice. Colonial Family Practice is a single-

member LLC that works by itself so that you can practice medicine in South Carolina and still have a holding company out of South Carolina, including Raleigh in North Carolina, including Freeport Bank as a part -- as a part ownership. It's very complex. But the board and the partners are members of the holding company only and not the single member LLC that's allowed to practice medicine in South Carolina. So there are female partners of the holding company, which is the ownership of the new entity.

Q. And understanding that legal distinction, now let's talk about physically where these doctors work.

A. Okay.

Q. Is that there are doctors that work at a practice that identifies publicly on the sign as Colonial Family Practice, as a physical location, correct?

A. Are there doctors that work -- sorry. Say it again.

Q. There are doctors that work at a practice that identifies publicly as Colonial Family Practice?

A. Yes.

Q. And there are doctors who are partners,

stakeholders, members of this management company that work physically at the practice?

A. Yes.

Q. And all of those that work physically at the practice are male that are partners, members, shareholders, however you want to describe them?

A. Of -- all right. So of Colonial Family Practice.

Q. Yes.

A. The partners in the holding company that work at Colonial Family Practice are all male.

Q. Correct.

A. Correct.

Q. And the female members that participate in the management holding company in a shareholder, partner member status all sourced from other medical practices?

A. Correct.

Q. And they were already partners of those medical practices before they were a part of the management company?

A. Yes.

Q. Understanding that there has not yet been a meeting, a new board meeting of the entity that you described that included the lender, when

that meeting occurs, do you intend to proffer Dr. Pridgen for partner, member, stakeholder status?

MS. BRYANT: Object to the form.

Q. That's the first time -- well, maybe it's come up before. But of course your counsel has the right to preserve objections on the record, but unless she directs you otherwise, you still need to answer.

A. Oh. No.

Q. And why is that?

A. Because we got sued. Breach of trust.

Q. Is there any other reason?

A. (Shakes head.)

Q. Sorry, for the record.

A. Oh, no. I'll -- can I answer that again? Can I answer, add to that?

Q. Feel free.

A. Yeah. I mean, she turned it down. It was offered.

Q. And what are you referring to when you testify to that effect?

A. She was offered partnership, and she turned it down.

Q. Were you aware of that being contingent upon her

releasing her claims against the entities?

A. No.

Q. And I do have to ask a little more follow up on this, but before I do so, let me also contingent upon don't -- I'm sure your counsel will recommend to you, but I'm just going to even forewarn you, don't tell me anything unless you want -- intend to waive the attorney-client privilege about your specific conversations with counsel. But I do need to generally find out how were you aware of if Dr. Pridgen was ever offered partnership? I would say like if -- if it is counsel, I think you can refer to say counsel, but without having to go into any detail of what that conversation or if you personally were present. I mean, that's kind of the context I need to get out of my -- I guess in terms of my -- what I'm seeking from my question is just to ascertain, you know, who relayed -- if you're saying that that was relayed, I need to find out who and what was the context.

MS. BRYANT: Okay. Just so I understand. Is your question who relayed to him that a offer had been made? Or is it -- is it still how did he

-- I mean, can you rephrase your question to get what you're trying to --

MS. POLVI: Sure.

MS. BRYANT: -- to ask for him?

Q. Even before that, let's relay back. Did you offer Dr. Pridgen partnership personally?

A. No.

Q. So then the next question would be did someone else relay that to you? And that would still just be a yes or no.

A. Yes.

Q. And was the person who relayed that to you in a legal capacity or some other?

A. Legal.

Q. Okay. And again, I don't want to delve into the content of that conversation then. But I am allowed under the rules to still ask you when that occurred. When are you referring to?

A. I don't recall.

Q. I think there's been production from both sides with regard to probably what you're referring to. Have you seen documentation that is the source of what you're referring to as well?

A. I mean, I believe so. I've seen email -- through email.

Q. And I know your testimony is that you don't recall when, but I do need to kind of put a marker on. Is this after -- the information that you're referring to, is it after Dr. Pridgen had filed what's called a charge of discrimination with the Equal Employment Opportunity Commission?

A. I believe so.

Q. In regards to your personal opinion, would you have supported Dr. Pridgen becoming a partner at that time if she had not released her lawsuit, her claims in tandem with becoming partner?

A. I don't know. I'm not sure what the release and all entails. I think I'd still have to look at all what that means.

Q. How many physicians work at the Colonial Practice currently?

A. I don't know. I mean, I can count if you want me to or -- it depends on what you're calling Colonial Practice.

Q. Well, save us both some effort. Would the like patient reporting records and kind of those documents that the entity maintains, would that reflect the current physicians?

A. Yes. It's in flux all the time, big practice.

Q. And how often do you personally work with Dr. Pridgen in terms of seeing one another in the workplace?
A. Rare.
Q. Would it be accurate to say that you more frequently work in Sumter and she more frequently works in Columbia?
A. Yes.
Q. Are you aware of anyone in the three named defendant entities that opposed Dr. Pridgen becoming a partner?
A. No.
Q. And what barriers, if any, are there to Dr. Pridgen becoming partner?
A. I don't know the time frame you're asking about.
Q. Well, if the answer is different for different time frames, feel free to make that distinction.
A. What barriers are there to?
Q. To Dr. Pridgen becoming partner.
A. I mean, there's like three or four different time frames. Can you ask the time frame you want to know?
Q. Yeah -- well, I don't know which time frames you delineate. So I'm going to give you kind of the freedom to delineate those.

A. So there was no opportunity with our former practice because the contract spelled out clearly the opportunity would come after, if I remember right, September of 2016. So the first barrier was there's a three-year time frame. The second barrier was it was just a consideration. There's no guarantee. It's spelled out in the contract. So then after September of 2016, the barrier was there was a new entity involved that made those decisions, not me. So I don't want to speak for them on what their barriers were after 2000- -- September of 2016 because it -- it really needs to be coming from them. And then the third time frame would be now. After you get sued by somebody, it's very difficult to make them a trusted partner in your group. And from what I read, we had already offered her to become a member and a partner of the group, and she had declined and felt she was entitled to more. So those were the barriers that best recall and remember.

Q. Let's start at that last one. Would the offer documents, if there were ones at the time of the fourth one that you said about the -- that there

being an offer that she declined, would those documents reflect what those offers were, if any?

A. I have no idea. I haven't looked at them lately.

Q. And then I want to -- I'm working kind of my way backwards in time --

A. All right.

Q. -- with your response, is that kind of in tandem there's the consideration was no guarantee, according to your testimony, and that -- and that thereafter, the new entity, you know, or that there would be a separate entity that would make the decisions once that was in existence. So first let's kind of put in -- I think you've identified the transaction as being December 2015. Is that the transaction that you're referring to in that same testimony?

A. Yes.

Q. And you testified that there would be, according to your testimony, consideration but no guarantee of partnership. Having been present when that was negotiated, did you feel a responsibility to ensure that Dr. Pridgen was given that consideration?

A. Yes.
Q. And what did you do to consider Dr. Pridgen for partnership at that time frame that you identified, September 2016?
A. I don't remember the exact month or time frame that we discussed Dr. Pridgen's, but I went to Family Care Partners and, specifically like Tom Watson and those guys and Gary Katz, and talked to them about Dr. Pridgen's potential partnership and -- I don't remember the month, though.
Q. For time stamp purposes, when you had that discussion that you just testified about, was Dr. Katz in the CMO role at that time?
A. I don't remember the dates he went CMO and I wasn't, so.
Q. Where was that discussion that you testified about?
A. I don't remember. It was on the phone or email or meetings. I don't remember. I met with him regularly so there's no way I can remember all that.
Q. And to the best of your recollection, what did you relay to them?
A. Best I recall is that I think there was a time

period we were looking for her contract, and we were trying to figure out where her contract was and making sure what the dates and when the three years was up. And so I think once we -- I think they were getting the contract. And then they were asking me my -- you know, what are -- they were trying to figure out what we'd done in the past and what would be an objective method of allowing a new person to become a partner. And they were working on that pretty aggressively. And I was seeing patients, so.

Q. Accurate that Dr. Baker was made a partner without anything in place in terms of objective versus subjective standards of evaluation?

A. I think they evaluated him. I just don't think it was formal. I think it was an informal evaluation of his -- he's a specialist, so he was different.

Q. Well, if there was an informal evaluation of Dr. Baker, was there an informal evaluation of Dr. Pridgen?

A. I don't know if they -- you'd have to ask them that.

Q. How did Mr. Watson respond to that discussion that you've just testified about?

A. He said he was formulating a method to come up with the standard for family doctors to become partners.
Q. And how did Dr. Katz respond?
A. The same. They were working on it together.
Q. Did the board ever vote on objective versus standard or subjective requirements that were necessary for someone to become partner?
A. No, not that I remember.
MS. POLVI: My next several parts are not going to relate to anything that's designated as confidential.
MS. BRYANT: Can we go off the record for just a second?
(Off the Record)
(Mr. Hartzog joined the deposition.)
MS. BRYANT: On the record. Dr. Lowder's concern is about how, if at all, he's being recorded in this deposition. And I told him the court reporter is recording this examination, as is maybe obvious.
MS. POLVI: Right.
MS. BRYANT: But his question that he wanted me to ask, which we can talk about either on the record or off, is if he is being recorded in any

other manner other than the court reporter. And whether you answer that right now or later, he wants to know whether he's being recorded in any other way.

MS. POLVI: I'm not. Are you?

DR. PRIDGEN: (Shakes head.)

MS. DUNLAP: I am not recording.

MR. LEHRER: I am not recording.

BY MS. POLVI:

Q. So we are back on the record, and to confirm from your testimony, is that what you asked your counsel about?

A. What?

Q. During break.

A. What?

Q. What your counsel just put on the record?

A. Yes.

Q. I don't disbelieve you, but I'm just -- just for clarity of the record. During the time period of Dr. Pridgen being at the practice to the present, who would be the decision-makers for whether or not she became partner?

A. I would need further clarification of the dates that you want on that because it's different answer, like I kind of said before.

Q. And that's a fair distinction. But I want to -- if you have time frames in mind that would be different, feel free to identify those.

A. From -- from she would not have been eligible for partnership until 2016. So you said from the time she worked there until now, she would not have even been eligible until September of 2016. At that point, it would have been Family Care Partners would have been the decision-makers for her to become partner.

Q. So let's harken back to the negotiations that occurred in 2012 and 2013. We have what's I think the title at the top it says Employment Contract. And we have I think some different versions that are signed. But all of them content-wise are the same version, at least that I have in the record. Are you aware of any other drafts that were ever in existence?

A. Not to my knowledge.

Q. And there is a -- that written document. Did anyone provide it to you? Or were you the author or someone else?

A. I don't remember.

Q. And with regard to -- actually, let's just make it an exhibit.

MS. BRYANT: She's going to mark your copy.
(Plaintiff's Exhibit Number 1 was marked for identification purposes.)
Q. So you've been handed what's marked as Exhibit 1. It's Bates numbered Colonial 160 through 175. Have you seen this document before?
A. I can't recall if this is the one I've seen or not.
Q. And if we look at the last page, 175, is that your signature?
A. Yes.
Q. And it identifies you as president being the title for Colonial Family Practice, LLC. Was that your title at the time?
A. I guess so.
Q. How long did you hold the president title?
A. I don't know.
Q. Are any of these information about your title in your records at home identifying when you held titles and when you didn't?
A. I don't think so. I don't really know. I don't go by that. I'm a doctor, so I don't know.
Q. Well, you didn't know when you were CMO and you don't know when you were president. Did they ever overlap?

A. I don't know.
Q. Well, if you don't know your titles and when you held them, how would -- how would we know that in the record?
A. I can look them up and I'll be glad to go home and try to figure out when my titles were, if that's important.
Q. It is. If you can supplement to your counsel since you're not able to answer today.
MS. BRYANT: Object to the form. If you've asked for that, I'll provide it. But I don't think you've asked for that, so.
Q. I'll do a separate discovery request because I do think it's relevant to know in what capacities you were holding positions when these decisions were being made.
A. Okay.
Q. A look at the signature date for Dr. Pridgen indicates here June 11, 2013. There's not a date signed here. Do you recall when you signed this document?
A. No, I didn't. But I -- I think I have -- my contract looks different than this. And it was -- I thought it was September. But I can't remember off the top of my head. But I -- I'll

make sure it was September and not this date. And my signature is not signed on the date. There's no date on mine.

Q. And just so I'm clear, when you're saying there's no date on mine, what date are you referring to?

A. There's no date on my signature on this document you've handed me.

Q. Right. And how is yours different that you say you maintained?

A. Well, I mean last I looked at it, I thought it was September of 2013.

Q. And that's a date that you indicate that you signed this document?

A. I don't remember. I'll have to look at my document to do that. I'm not going to say that off the top of my head.

Q. Well, I would put forth I'm not trying to trick you. This is Colonial's production, not mine.

A. It's not dated so I don't --

Q. Right. But I'm just identifying to you this is a copy that I received from Colonial's counsel. With regard to this document, I think you've already identified it, but just to be clear on the record, is this the one that we've described

as employment agreement discussed earlier?
A. I don't know if this is the one or not. It looks different to me than the one I had.
Q. And in what -- I just need to be clear on the record. What ways is it different? Just the signatures or the content of the text?
A. I haven't had time to read it, and I would have to go back and read it and study it and compare it to the one I have. I can't answer the content.
MS. BRYANT: If we can go off the record for a second, I think I can probably clean this up.
MS. POLVI: Sure.
(Off the Record)
BY MS. POLVI:
Q. You've expressed some question about the document and you've requested time to read it and, of course, I want to give you time to do that. So please take the time, and we'll go off the record while you review it. And then just tell us when you're ready to come back on the record.
A. Okay.
(Off the Record)
BY MS. POLVI:

Q. So I believe where we kind of left off was with regard to whether this is the employment agreement that you're aware of memorialized in terms of a written document?
A. Yes.
Q. And is it --
A. I believe so.
Q. And I want to ask you about first the -- some information that's on the first page indicates here in the very first paragraph 31st day of May 2013. Did you physically meet with Dr. Pridgen on that day or on or around that date?
A. I do not remember.
Q. And we see -- then if we jump back to the back page that Dr. Pridgen identified a date with her signature line as June 11, 2013. Were you present with Dr. Pridgen when she signed this document?
A. I don't remember.
Q. And we see that it appears to be Lissa Lara's signature in the witness column on the left-hand column for both you and Dr. -- or excuse me, you and Dr. Pridgen's signatures. Do you recall if Lissa Lara was present when you signed the document?

A. I don't remember.
Q. Recitals on the first page Section B states, "The employee is: I, has an established family medicine practice in Columbia, South Carolina." What did you understand her established family medicine practice in Columbia, South Carolina, to be?
A. A family medicine practice.
Q. When other doctors have joined Colonial to work at the practice in any capacity, have any other doctors brought established practices with them?
A. I have to think on that. Joined you say -- which entity are you asking about?
Q. Colonial.
A. Colonial. I can't remember if Dr. Mahr and Dr. Stewart brought -- I'm not sure they brought a practice over. They brought some patients over from other -- their other practice.
MS. DUNLAP: Sorry. Was that Dr. Moore?
THE WITNESS: Mahr.
MS. BRYANT: M-A-H-R.
THE WITNESS: M-A-H-R.
MS. DUNLAP: Okay. Thank you.
BY MS. POLVI:
Q. Did Dr. Baker bring an established practice when

he joined Colonial?

A. No.

Q. Next I want to ask you about term number 15 if you'll turn to page 11. This term is entitled "Membership Interest Purchase." Who drafted this paragraph?

A. I think it's a standard paragraph for our contract.

Q. I'm looking at the second line phrase that states, "Both employer and employee agree that consideration will be given to permitting employee to purchase a membership interest in Colonial Family Practice, LLC, at the end of the third year of employment, or at such other time as agreed to by the parties." Do you recall telling Dr. Pridgen that such consideration would be given to her?

A. Yes.

Q. In the last phrase of that quote that I just read which states, "End of the third year of employment, or at such other time as agreed to by the parties," would you agree that that term allows for Dr. Pridgen to become partner at any time?

A. Only if agreed to by the parties.

Q. So knowing that this contract was in existence and has this phrase, is it accurate that Dr. Pridgen could have been partner even proceeding the transaction with Varsity?
A. Yes.
Q. The last sentence of this term number 15 states, "The purchase price, percentage amount and remaining terms of such buy-in and the method of payment shall be determined at the time of buy-in." Did you have any discussions with Dr. Pridgen about what that buy-in would be if she were to become partner?
A. Not that I recall.
Q. Were you ever in contact with Dr. Pridgen's accountant who was helping her evaluate what buy-in might entail from a financial standpoint?
A. Who is her accountant?
Q. I can tell you the exact name because I don't want to misstate it. James D. Rogers, or another accountant from Thomas Watson and Dyches, LLC.
A. I just don't remember.
Q. This sentence -- and I'm looking at the last one in 15 -- "The purchase price, percentage amount and remaining terms of such buy-in and the

method of payment shall be determined at the time of buy-in," who would be determining that?

A. Sorry. Can you repeat it?

Q. Sure. "The purchase price, percentage amount and remaining terms of such buy-in and the method of payment shall be determined at the time of buy-in," who would be making that determination?

A. I guess whoever was on the board at that time when it was -- when she was eligible.

Q. Prior to the Varsity transaction on or around, I think you've identified, December 2015, were there any management companies over Colonial Family Practice?

A. Prior to '15?

Q. Yes.

A. No.

Q. For the time period prior to Varsity, how often did the partners of Colonial Family Practice meet for decision-making?

A. I don't remember. It was not a set schedule.

Q. Understanding it's not a set schedule, did you have an annual meeting, bi-annual?

A. No. We met more than that. We met every month or so. Every couple months.

Q. And accurate to say that Lissa Lara, the signature we see on the last page of this Exhibit 1, was CEO for some time period, a couple years with Colonial Family Practice?
A. Yes.
Q. And was her employment ended voluntarily or involuntarily?
A. I'm not sure. It was kind of some friction at the end there, and I'm not sure if she resigned or she was let go. But there was a confidentiality agreement of that settlement, and I don't really feel I can talk about it.
Q. Did anyone fill the CEO position after it was vacated by Lissa Lara?
A. I can't remember.
Q. As indicated by at least the title here, you were the president of Colonial Family Practice. Did you seek to replace Lissa Lara in terms of having a new CEO?
A. I've had a ton of CEOs so I can't remember the time frame and who was next and who wasn't.
Q. Just from a witness standpoint I just want to make sure we've encapsulated ones that would be important. If there's been a ton, you know, we have Lissa Lara identified I think on both sides

potentially as a -- as a key witness. Are there any other CEOs that would have personal knowledge, as far as you know, about Dr. Pridgen's claims or the defendants' defenses?

A. No, not that I remember.

Q. Did you execute a similar agreement to what we see here as Exhibit 1 with Dr. Baker?

A. More than likely. I'd like to look at it if you've got it before I speak to it.

Q. Well, just to your recollection?

A. I'm sure.

Q. And would a employment agreement, if not the exact same as what we see in Exhibit 1, something similar be in existence for each of the physicians employed at Colonial Family Practice?

A. Should be.

MS. POLVI: Okay. I think we're at a good stopping point for a break. Lunch-wise, we're going to take a lunch break, but again, just as a -- we kind of covered this previously, but if you talk with anyone during the break about the substance of your deposition, I am allowed to ask about it and you would have to testify about it. But, of course, you can talk about anything, you know,

non-related, Clemson football, things of that stuff are fair game.

THE WITNESS: There you go.

(Break from 12:09 p.m. until 1:06 p.m.)

(Mr. Hartzog joined the deposition.)

(Plaintiff's Exhibit Number 2 was marked for identification purposes.)

BY MS. POLVI:

Q. Back from lunch break. Other than the document discussion, have you had any substantive discussions with anybody during our break about the deposition?

A. No.

Q. Okay. So we'll jump back in. Let's start with what's just been marked as Exhibit 2, and it's a memo dated April 25, 2016; subject says "Partnership Status" from Dr. Pridgen to yourself, Dr. Lowder, and copied to Thomas Watson. Have you seen the document before?

A. I think I remember it.

Q. Do you recall receiving it on or around the date identified here, April 25, 2016?

A. Yes.

Q. And how did you receive it?

A. I don't remember. I don't remember if it was an

email or -- it says memorandum, but I don't remember how I got it.

Q. When you received the document, did you have any substantive conversations with Dr. Pridgen about it?

A. I knew Dr. Pridgen had contacted me in the spring of that year, and I think we met in the summer to discuss her partnership.

Q. What did you discuss during that discussion about partnership?

A. Best I recall, we talked about that I had talked to Varsity -- not Varsity, sorry -- that I had talked to Family Care Partners and that we'd kind of been back and forth a little bit, and I was trying to get it nailed down to what her buy-in would be and how it would work and what were her -- how much it would be and how many -- what was their -- going to be their standard methodology for determining partnership. And, I mean, that's on the recording, so I'm sure you've heard that.

Q. And we might even be able to save us time is that we've produced two recordings with you and Dr. Pridgen. Is that your voice in the two recordings identified as being with you?

A. Best I can tell, yeah.
Q. Because that will save us a lot of time --
A. It's pretty loud.
Q. -- from having to play all those.
A. Yeah.
Q. Okay. This memorandum, I want to give you some time to read it, but I want to see if anything facially jumps out at you as being incorrect within the memo?
A. Hard to go line by line and say, well, this is not quite accurate, there's -- yeah, I think there's a few kind of borderline statements in there, and there's one statement that's really false, and that's, "I am disturbed to learn that once Varsity came on board there will be no more partnerships." Of course, that wasn't true. And let me look and see. And I would have to really, you know, break it down line by line to say anything as strong as I don't see anything wrong with it, but in general, I -- most of it's correct.
Q. There's a portion kind of midway through this memo from Dr. Pridgen that asks about this -- being given the same terms and conditions that others have been given. Are there any reasons

that you're aware of that Dr. Pridgen should be given any different terms and conditions than other physicians seeking partnership?

A. Yes, because it was a new entity and they were still determining the terms and conditions and that was -- and I believe you mentioned it before, brought out in the other contract.

Q. I was confused by that last part of your testimony, what did you mean by that?

A. Well, there was, you know, the terms and conditions to me is a -- in that other, I don't remember exactly how it reads at this point, but it talks about that it -- she would be considered for partnership and, of course, that would be negotiated later how all that worked and what the terms and conditions were.

Q. And you're referring to what we've marked as Exhibit 1?

A. Yes.

Q. Okay. We see that Mr. Watson is copied on this memo marked as Exhibit 2. Did you and Mr. Watson discuss receiving this?

A. I think so. I think at some point I notified him that Dr. Pridgen was interested in partnership.

Q. How did Mr. Watson respond?
A. That he would get a method, you know, for family docs to be able to buy-in.
Q. At some point there's some discussion about patient numbers. When did that start becoming part of partnership conversation?
A. I don't know if he or Gary decided that number, but it was 550 is what they came up with, 550 patients a month.
Q. Was any other number ever given to Dr. Pridgen from you on a threshold that she should meet for patient numbers?
A. Not that I remember. I said 550 that day when we met.
Q. And in terms of that patient threshold, the 550 number, I think it's clear in the documents, but just so we're clear on the record, is that intended to be per month?
A. I don't remember if it was per month or average or how they were going -- what they ever settled on that. I remember 550 being the number.
Q. And I think you've already testified to it, but accurate to say that the board has never voted to make that a requirement?
A. I think that's right.

Q. And in terms of your recommendation or not recommending with regard to Dr. Pridgen, did patient numbers have an impact on your opinion of whether she should be partner or not?
A. Yes.
Q. And has that been something that has been continuous or a particular period of time?
A. Since Family Care decided on that methodology.
Q. But accurate to say that, again, the board never voted to actually accept that methodology?
A. Far as I can remember.
Q. The last sentence of the third paragraph of this memo, Dr. Pridgen writes, "It's crucial that I learn immediately whether or not I'll be a partner, and, if so, I need to know precisely what negotiations are necessary to achieve that in advance." Were there any offers for partnership in 2016 to Dr. Pridgen?
A. I don't think so.
Q. Looking at kind of the second half of the last paragraph, Dr. Pridgen wrote, "I appreciate all that everyone has done, particularly Dr. Lowder, and I feel that those who have worked with me, including Dr. Lowder, believe that I have held up my end of the bargain and have been an asset

to this group." Would you agree with that statement that she's been an asset to the group?

A. Yes.

Q. And do you feel there's anything that Dr. Pridgen has done that hasn't held up her end of the bargain when she became a physician at the practice?

A. I feel like, yeah, I feel there's a couple things that -- that we were concerned about later on; not when she first joined, but there's a couple of things.

Q. To what are you referring?

A. Just making sure that we do excellent patient care and we're empathetic with patients and that we're following up on lab tests or biopsies appropriately and that we're not punishing patients for being late and refusing to see them; that we're, you know, we will see you today mentality. In fact, I had to do a writeup on her for multiple complaints in a short time frame.

Q. And are you referring to some of -- I think it's around 2018?

A. Yeah.

Q. And have you issued any other warnings of that

kind to any of the other physicians that work out of Colonial Family Practice?

A. I haven't had that many complaints in a row on people.

Q. And I understand that that's your rationale, but just to be clear, your answer is no?

A. No, no, no.

Q. Okay. And my understanding is that there's a situation that I think involved a patient passing in which Dr. Soto was sued. Was Dr. Soto reprimanded for the circumstances surrounding the death of that patient?

A. Is that confidential?

MS. BRYANT: I think that that may involve confidential information of Colonial's practice, so I would ask Dr. Pridgen's husband to leave for this answer. And to the extent you have additional lines, I would ask him not to be here for those questions.

MS. POLVI: It's not too many so if you want to just step to either the front reception or --

MS. BRYANT: The conference room next door is open if you want to go in there.

(Mr. Hartzog left the room.)

THE WITNESS: I can't remember the question, can you

say it again?

(The question was read back.)

Q. Okay. And my understanding is that there's a situation that I think involved a patient passing in which Dr. Soto was sued. Was Dr. Soto reprimanded for the circumstances surrounding the death of that patient?

A. What do you mean by reprimanded?

Q. Did he receive a warning or any other form of reprimand?

A. He -- yeah, he had to come meet and talk with me, but it was verbal; it was not written.

Q. When was your verbal warning to Dr. Soto?

A. I don't recall.

Q. Are there any other verbal warnings that you recall relaying to any of the other physicians at the practice?

A. I mean, I'm sure. I've been practicing 25 years, I'm sure there were some, but I don't recall them fresh off my memory.

Q. And since the on or around August 2018 reprimand to Dr. Pridgen, the written warning, have you provided any discipline to any of the physicians at the practice?

A. I don't think so.
MS. POLVI: Okay. I'm going to be back in a non-related, non-confidential avenue.
MS. BRYANT: Okay.
(Mr. Hartzog joined the deposition.)
BY MS. POLVI:
Q. Okay. I think where we left off before I asked you those subsequent questions, which Art stepped out, I think we left off where you said that you had a couple of things, concerns, and I want to make sure we covered all, we didn't end before you had fully answered that question.
A. So what's the question?
Q. Did you have any other concerns that were the basis for your answer that you said in response to my question if Dr. Pridgen had kept up her end of the bargain, you said you had a couple of concerns. I wanted to make sure we had covered those concerns and if you had any others to add before we moved on?
A. No.
Q. When's the last time you spoke with Dr. Gary Katz?
A. I don't remember.
Q. Any time recent?

A. No.
Q. Have you spoken with him since he was deposed in this case?
A. No.
Q. With regard to the CMO position, my understanding is you held the position for a period of time and then Dr. Katz held it for I think, give or take, about seven or eight months and then you returned to that position; is that accurate, to your recollection?
A. Sounds about right. I don't know that I'm actually in that position, but I can look -- like we said earlier, I can look and see.
Q. But at least at the time immediately following Dr. Katz in the role, you returned to the role?
A. I don't -- I don't know that that's 100 percent accurate. I don't know what we call me right now is what I was saying earlier.
Q. Okay. I'm going to ask kind of the transition two times there. Let's talk about the first kind of time frame where you held the role of CMO and then Dr. Katz. What transition, on boarding, anything of that sort, occurred, kind of a torch being handed off of the position between you and Dr. Katz?

A. I don't -- I don't recall. He just started becoming chief medical officer, and we had meetings, you know, every week or so for a while and then he would email and we would communicate about passing the torch, I guess.

Q. And how were you informed that he would be taking on the role of CMO?

A. Probably by Dave Alpern probably by email. I do not remember the specifics, though.

Q. I can make my assumptions, but I do need to ask on the record. Would this have been voluntary where you gave up that role?

A. Yes.

Q. Okay. But would you have preferred to keep it?

A. No, I couldn't. I was too busy and the practice was expanding. So they needed a chief medical officer that could focus on it.

Q. And did you and Dr. Katz have an open line of communication while he held the position of CMO?

A. Absolutely.

Q. And how many conversations do you estimate that you had with Dr. Katz specifically about Dr. Pridgen?

A. No idea.

Q. Would you agree that you did have some

communications with Dr. Katz about Dr. Pridgen?
A. Yes.
Q. Did you inform Dr. Katz of the need to keep following up on Dr. Pridgen's request for partnership?
A. I believe --
MS. DUNLAP: Object to the form.
A. -- I did.
THE WITNESS: Ooh, sorry.
Q. Still answer. Her objection is on the record.
A. I believe I did.
Q. What did you relay?
A. I don't remember anything specific. I just told him, kind of like I would have told Tom Watson, that we had been in communication about her partnership, and she desired to be a partner.
Q. And at that time that you relayed what you just testified about to Dr. Katz and Mr. Watson, what action was taken to follow up on that, if any?
A. On my part or on their part?
Q. Either that you know of?
A. Yeah, I mean, when I would get a meeting with her and when we would talk and when she would text me and stuff, I would relay it to them that, you know, they needed to move on with the

methodology.

Q. And that same methodology was not being applied to Dr. Baker?

MS. DUNLAP: Object to the form.

MS. BRYANT: Yeah, object to the form.

A. Dr. Baker was a specialist, and it was a different situation.

Q. So is it your testimony that exception should be made for Dr. Baker but not Dr. Pridgen?

MS. DUNLAP: Object to the form.

A. Can you say that again?

(The question was read back.)

Q. So is it your testimony that exception should be made for Dr. Baker but not Dr. Pridgen?

MS. BRYANT: Object to the form as well.

A. I wouldn't say I believe that an exception should be made. I think there should be a different formula for a specialist versus a family doctor buying in.

Q. And to confirm, no formula had been adopted by the board for either specialists or family doctors at that time?

A. Correct.

Q. When's the last time you spoke with Mr. Thomas

Watson?
A. I don't know.
Q. Have you spoken with him since Dr. Pridgen's lawsuit filing date?
A. What was the date? I think the answer is no, but --
Q. That's a fair question. So have you spoken with Mr. Thomas Watson since May 9, 2018?
A. No.
Q. Have you tried to contact him, Mr. Watson?
A. Since that date, is that the same question?
Q. Yes.
A. I don't believe I have. I may -- I may have when I initially got it, but I really don't remember if -- if I got the attorneys to call him or we -- or we attempted to call him. I believe I might have attempted to call him, but there was no reply.
Q. And where do you understand Mr. Watson to currently reside, if you have any knowledge of that?
A. I don't know.
Q. Okay.
A. Up north is all I know.
Q. Have you spoken with -- well, let me rephrase.

When was the last time you spoke with David Alpern?

A. Don't know.

Q. Have you spoken to him within the last year?

A. No.

Q. And have you spoken with him since the May --

MS. BRYANT: 9, 2018?

MS. POLVI: Thank you.

Q. -- May 9, 2018?

A. No.

Q. Okay. When's the last time you spoke with David Campbell?

A. Don't know.

Q. Have you spoken with him within the last year?

A. No.

Q. Have you spoken with David Campbell since May 9, 2018?

A. No. I take that back. I may have. I -- I really -- all those dates and all when all that unraveled are unclear to me, and I don't want to misspeak and say. I do not remember the last time I talked with him.

Q. And when's the last time you spoke with a individual with Varsity Family Care Partners?

A. I don't remember.

Q. Any time within the last year?
A. I don't think so.
Q. Did you speak with anybody affiliated with Varsity Family Care Partners since May 9, 2018?
A. I don't remember.
Q. And heading back to my prior individual that I asked about, David Campbell, my understanding is he was the FCP management managing member for a period of time?
A. Right. Short period, yes.
Q. How long is your estimate of how long he was the managing partner?
A. Probably just two or three months, if I remember right.
Q. Were there any other key individuals in that role before or after?
A. Steve Boyd was kind of -- I guess you'd call him a manager. He was like an interim manager at that time, The time it all went south.
Q. And he would have preceded Mr. Campbell?
A. Yes.
Q. And about how long was Mr. Boyd the interim manager?
A. Four months.
Q. Was there anyone that you actively spoke with

that proceeded Mr. Boyd?
A. (Shakes head.)
Q. For her (indicating).
A. No. Sorry.
Q. With regard to locations, do you know where Mr. Boyd and Mr. Campbell were working out of when they were the managing members?
A. Mr. Boyd would come to the office in Sumter. Mr. Campbell I don't think ever did. He was up north somewhere.
Q. And you explained some earlier, but I think I'm still a little confused and maybe you can shed some light about the lender company involvement. Who sought to place the lender in place?
A. Again, I'm a doctor, but this is financial and it's complex, and my understanding, or my limited understanding was when Varsity did the initial transaction, they used a lender to borrow like $32 million, from what I understand, to purchase, you know, to use it towards the assets of purchasing the practice and all the -- all the doctors and stuff. And so when the company became insolvent, the lender still had the loan out there, so therefore, to continue Colonial Family Practice, we had to maintain the

relationship with the lender and have to pay off that loan. So they're essentially a partner with us now because we have such a substantial debt to them.

MS. BRYANT: Shannon, if I may, now that we're getting into -- I didn't think your question was going to call for confidential information, but since we're getting into the financials of the organization either preexisting or current, I'm going to ask Dr. Pridgen's husband to leave again. And I would maintain that Dr. Lowder's answer is confidential and involves confidential information, and we don't intend to waive that designation because Dr. Pridgen's husband is in the room. So I'd ask him to leave if you're going to inquire any further.

MS. POLVI: I'm just going to stay on this thread for a little bit, so yes, please.

(Mr. Hartzog left the room.)

BY MS. POLVI:

Q. To follow up on your previous answer, you referenced that a company went insolvent. To which company were you referring?

A. Family Care Partners.

Q. And do you attribute a reason or reasons why the

insolvency occurred?

A. I have a lot of opinion on that, and I would -- I would say it would be fairer if Family Care Partners or Varsity was able to answer that question instead of me.

Q. Well, I still need to get your take on it.

A. Fair enough. Well, I believe that we grew too far too fast and violated, you know, a couple of business rules, like kind of getting the cart before the horse. You know, we had a CEO and a CFO and a CMO and a COO, you name it. And so it was a ton of expense that built up. And so the other issue was some accounting irregularities and poor accounting, poor, you know, books. And I think they realized they were in severe financial trouble, and along with about ten other things, I think it just kind of catapulted to the point where it was insolvent.

Q. And for the time period that these concerns that you relayed were occurring, what would you put that at like in terms of a time frame? When, for example, was the severe financial trouble occurring?

A. 2016, 2017.

Q. So you referenced a 32 million transaction. Is

that the same December 2015 transaction that you referred to earlier in your testimony?

A. Yes. I don't know when they took on the debt, but it was about the same time.

Q. When did Varsity first start coming into the picture in terms of Colonial Family Practice?

A. Probably earlier in '15.

Q. And who solicited who in terms of an interest?

A. I had a friend who was up in Charlotte and I was talking to him, and just tons of stuff on me trying to run the practice and be the manager and be the doctor, and it was just a lot of stress. And he said, "Clay, there's a guy that would -- there's a couple of healthcare companies that would probably be interested in y'all and would you mind if I kind of brokered the deal and put y'all together." So kind of started pretty innocent like that. I had no idea any of that was available.

Q. Okay. And who's your friend in Charlotte that helped broker the deal?

A. I'm sorry, I'm drawing a complete blank. I can get it to you, though.

Q. And how did you present to the other partners of Colonial this potential option?

A. I think we had a partner meeting one night and I said, "Hey, would y'all like to explore this?"
Q. In the time immediately proceeding the actual transaction, when was the actual decision made by the current partners of Colonial at that time?
A. I don't remember. '15, 2015.
Q. Was the friend in Charlotte that helped kind of broker the deal, brought the idea of a healthcare company partnership, was that individual an attorney or accountant or some other type of profession?
A. Uh-huh. Tom Livingston is the name, and he was an accountant.
Q. From the transaction with Varsity, what benefit did the partners of Colonial receive?
A. What do you mean "benefit"?
Q. Financial in nature?
A. Yeah. Well, they kind of purchased part of our practice and like -- they purchased like 61 percent of our practice. I'm sorry, they purchased the whole practice, and then we rolled back 39 percent. I'm a doctor so I don't know financial, but they ended up owning 61 percent and we owned 39 percent, the partners did.

Q. And what was the purchase price? Was that the 32 million?
A. No, that was the debt that they took on. The purchase price was 55 million, if I remember right. But then there's a rollback in there, so it's not like we got all that or anything.
Q. So the -- I don't want to put words in your mouth, I'm just seeing if this is right. Of the 55 million, would the partners at the time with Colonial have received 61 percent split between them of the 55 million?
A. I can't say reliably how much. There was a lot of math in there now so I cannot say reliably. That's -- there's a lot of fees and different things.
Q. Would it be accurate to say that each partner received a couple million each?
A. Yes.
Q. And how would you distinguish -- like you said it is complex, but I think you might be able to shed some light on the difference here between Varsity purchasing an interest and then -- which give or take was around the 55 million mark, and then there being a 32 million debt of sorts. If you can distinguish for us, what's the

difference between those two?

A. Good question. I mean, I think that -- that Varsity went out and got debt from a bank to be able to pay the initial money. So I think they borrowed the money, and when I about lost my whole practice, I had to honor that. So I was about to lose my whole deal.

Q. So in the meantime, because obviously there's a difference between the 55 million sum and the 32 million sum, to your understanding, did Varsity take out a loan on the full amount and they had been paying off that 55 million, or 32 was the amount of their loan?

A. I was not privy to that. I don't know.

Q. And your testimony, you were concerned about losing the practice because of the debt that you referenced. How did you first become aware of that being a risk or a fear of yours?

A. When it went insolvent and they notified me that there was a huge debt on it. I didn't know before that.

Q. And was the practice itself put as the collateral on the loan?

A. I don't know they -- I don't know how that would have worked out if we hadn't honored it. It was

threatened that we had to close if we didn't honor it.

Q. Who relayed that to you that you perceive as a threat?

A. Freeport.

Q. Did they relay that in writing or verbal?

A. Verbal.

Q. And was it relayed at a meeting or a one-on-one conversation or some other form?

A. In a meeting.

Q. When was the meeting?

A. November -- and I think it's November of '17, but I don't -- I'm not 100 percent sure if '17 -- let's see. This is '19. I think November of '17 I think is when the first meeting with Freeport was.

Q. Was that meeting participated with all of the partner physicians at Colonial or just a portion?

A. All. I think everybody was there.

Q. From the loan standpoint that is in existence, has the practice been paying on it since that meeting give or around November of 2017 to the present?

A. Yes, it -- I don't know since the date now. I

mean we didn't really close with Freeport until June of '18, and then we were negotiating the loan and how to pay it and the terms and all that stuff with them so that we could keep our practice going. So since we closed in June, we've been paying on it.

Q. So we see that from your testimony there's the loan and then there's the sum that initially the partners received in the initial transaction. The loan is less than the transaction, so is it fair to say that when we spread out the transaction benefit to each of the physician partners at the time, the amount that those partners will have to pay on the loan is less than the amount that they gained from the transaction?

A. No.

Q. And how so?

A. Just trying to do the rough math in my head, I come up with about 20 -- I can't remember exact how much it would be between eight partners, but I think it was about 25 or so million that the partners would have received, plus you've got to pay taxes on all that, and then the loan and the interest and all is going to be way more than

that by the time it's paid.
Q. So from the loan perspective, what is the interest rate?
A. I don't know. I'd have to look that up.
Q. How long does the practice have to pay off the loan?
A. It's not declared.
Q. And in terms of, let's say, I think you indicated the close was on or around June 2018, since that time frame to the present, is the practice paying the loan directly from the proceeds month to month or from out of pocket from the partners?
A. So I mean they use a formula according to our earnings and then we split the earnings. So it's essentially coming out of our pockets because we're not able to share in those earnings. We're having to pay the bank directly with those earnings. So I would say out of our pockets because, otherwise, I'd get that money.
Q. And how much are you -- and I know it might change month to month, but let's say last month, how much did you earn for your monthly draw?
A. I don't know. I don't look at that stuff. I can get you, but --

Q. Did your monthly draw significantly change following the Varsity transaction?
A. Yes. Reduced.
Q. When FCP dissolved, did your monthly draw change?
A. Yes.
Q. How so?
A. Increased.
Q. When Freeport loan closure occurred on or around June 2018, did your monthly draw materially change?
A. Yes. It went up.
Q. And considering the months that have occurred almost a year since that June 2018 time frame, are you back to a draw similar to kind of pre-Varsity time frame?
A. No.
Q. How would you describe the difference between kind of pre-Varsity and this kind of almost a year time frame post-Freeport loan transaction?
A. I mean, it's substantially less.
Q. And I don't think I've asked you this yet. From the Varsity transaction, how much did you personally receive as part of the transaction? I think we've talked about the total lump, but

not to you personally.

A. There were two bites, so I don't remember what the total was. It probably was around four, 4.8 to around five something million.

Q. Were there any stipulations when it was received, or it was just received as a lump sum you could use as you saw fit?

A. There was -- no, there was a stipulation on a percentage of it. That's why there were two bites, one you got and then the other was contingent upon going a year and then, you know, making sure there wasn't any surprises and making sure that -- I can't remember what they call that, but just making sure that we didn't have any big expenses that we hid or anything like that. And then you got the second bite.

Q. And did the second part, that came unencumbered once that year passed?

A. What is unencumbered?

Q. You received what you anticipated?

A. Yes. Well, close. Close. There was a couple little things they took out for.

Q. The reductions, the things that they took out for, what were those?

A. One I remembered is there was -- they had

inadvertently paid us for rent for a Camden office where Dr. Baker, interestingly enough, had been practicing. And so it was included on the rent roll and they had paid the rent roll so they took that back out of it. And that was one thing. The rest were like other fees and things that had come up that weren't disclosed. I don't remember exact details. I can't name them, but smaller other items and stuff and they would -- they took that back out. But they paid us most of it.

Q. Okay. Let's just stay on the financial track. Some of these are various documents. Start with this one.

(Plaintiff's Exhibit Number 3 was marked for identification purposes.)

MS. DUNLAP: I don't see a Bates label. Do you know where this came from?

MS. POLVI: It is production from Lyndey but --

MS. BRYANT: Is it from one of the native spreadsheets that we produced?

MS. POLVI: I think so.

MS. DUNLAP: So Family Care Partners?

MS. BRYANT: I mean, without seeing a little bit more context, I don't know. But I mean I do know we

produced native spreadsheets that aren't going to have Bates labels in the corner.

MS. DUNLAP: Yeah.

MS. BRYANT: I just I don't -- obviously I don't have a memory for numbers to tell you where this came from.

MS. DUNLAP: Sure.

MS. BRYANT: But I mean if you think you pulled this from a native --

MS. POLVI: I did, yeah. There was a couple I printed that were from the native and those won't -- I guess won't have any of the -- same as I did, I sent you a couple of native ones. Just can't really Bates some of those.

MS. BRYANT: Do you know if it's from -- do you know what -- maybe you're going to ask him what entity it's from, but was that in our -- could you tell from the native you pulled it from what entity this was from?

MS. POLVI: I believe this is from Colonial, because I have it titled as Colonial Monthly Totals on my tab, so assuming from where I printed it from.

Q. This has been marked as Exhibit 3. It's a front and back page document that has patient counts

and charges and payment statistics for 2012 through the time that it was populated, which was in the fall of 2018. Does this type of data look familiar to something that's tracked with the practice?

A. Yes.

Q. And when we look at the "Charges" column, which is the third from the left, the one that I'm looking at, the "DOS Charges" and even the "DOE Charges" that we see in the second from the right, would you agree that it shows the practice has increased year to year with its charges?

A. I would have to add it up to say, but it -- it increased it looks like -- I mean just at first glance, it looks like it increased in patient visits in 2014. But adding all these -- I'd have to go add them up and -- it doesn't total it.

Q. Well, looking facially when we look at, you know, kind of the numbers as a trend, it appears year to year it's increasing?

A. Yeah. I mean, we grew.

Q. And with that growth came more income?

MS. BRYANT: Object to the form.

A. No, not necessarily.
Q. How so?
A. Well, I mean because you've got Varsity and Family Care Partners in here at a certain point remember and we -- we went insolvent, so it's less income substantially in '16, '17.
Q. From a gross profit perspective, would you agree that this shows more profit was coming into the practice before expenditures and loans and things of that sort?
A. Not profit, no. Profit went down. This doesn't show profit. This doesn't show expenses.
Q. Well, and -- we're definitely going to parse that in is that so from what I'm seeing from this chart, I see patient numbers increasing year to year, generally speaking, and I see charges increasing comparatively with the patient increase. If there is a loss of profitability for overall, where do you think that was sourcing from?
A. Like I said before, increased expenses, employee costs, adding multilevel managers, poor accounting, too rapid a growth too fast. I think the records are pretty clear for '16 and '17 that profits were way down. That's why it

went insolvent.
Q. What months, if any, did you ever have to pay in as a partner?
A. I had to pay in in two thousand -- I believe it was August of 2017. And that was another concern that the practice would, if I didn't -- I was the only partner that put in; everybody else didn't.
Q. Do you have a loan in place to be able to re -- receive a reimbursement for what you input?
A. No.
Q. And what was your pay-in in or around August 2017?
A. I believe it was $200,000.
Q. And are you the founder, original founder of Colonial Family Practice?
A. Yes.
Q. And have you actively through the years tried to keep it as a robust functioning practice?
A. Yes.
Q. When did you originate Colonial Family Practice?
A. 2002. And Dr. Whaley and I kind of at that point formed it together. It was Lowder Family Practice before that, so it's always been my baby, though, and -- so I added him to it 2002.

Q. And Dr. Whaley is still a partner?
A. Yes.
Q. Did Dr. Whaley have a separate practice that he brought when you two combined?
A. No.
Q. Okay. And how did you come to be in a business venture with Dr. Whaley? Did he contact you or you contacted him or some other method?
A. A prior teacher of both of us kind of knew us and said y'all would hit it off good and called me and said you ought to meet this guy, Dave Whaley. And he came in and interviewed and we hired him in Lowder Family Practice. And I liked that name better, but he switched it.
Q. And had he been a physician at another practice before, or was he straight out of med school?
A. He was out of residency.
Q. Residency. And when you created the entity Colonial Family Practice and it came into existence, did Dr. Whaley get a different percentage than yourself? Or how did you function that in in terms of partnership value?
A. No. We got the same.
Q. During the years 2002 to the present, have the partners of Colonial Family Practice, physicians

that are partners working there, have they taken equal ownership portion or are there different allotments within the physicians who are partners at Colonial?

A. Each new physician that came in became only five percent owners. And that dwindled equally from Dr. Whaley, Dr. Grunsky, and Dr. Lowder were the three that were the main owners, and then as we added partners, we would give up a little bit each to equal five percent each for them. So they could only get -- buy-in to five percent.

Q. Would that be the same for Dr. Baker currently, that he has five percent?

A. No, he doesn't have five percent. He's got a small amount.

Q. And the other physician partners that work at Colonial, they're under the different, the five percent scenario other than yourself, Dr. Grunsky, and Dr. Whaley?

A. Well, all that got diluted after this deal. So we're still not -- it's way lower than that now. So like I was a 23 percent owner and I believe I'm down to eight now. So all the guys are just diluted down to small percentages. We're all smaller percentage owners of this now. I don't

remember the exact numbers.
Q. In considering the draws that you've made in say the last year, do you still think it's more profitable to be part of that medical practice than say, for instance, going off on your own to have your own medical?
MS. BRYANT: Object to the form.
A. Yes.
Q. And why do you believe that?
A. I mean I believe that our family doctors and our environment is just way better for -- for financial for -- and for the patients. It's excellent medical care and people love that and they want same day service. And so it creates a business environment that patients, you know, that's very lucrative. And our -- our doctors, even our employee doctors, even Dr. Pridgen, makes over the 100 percentile of the -- of the national average. So I think it's pretty factual that all our doctors, employees too, do well in our financial environment because we work hard and we hustle and we bring patients in.
Q. And have to give a little anecdotal here, is that when I was at your office back it was 2018,

but there was a lot of patients there; it seemed like an active practice. That day, you were there, so you saw the same thing I did that day.

A. Uh-huh.

Q. Would you describe that as being normal, or is that something that was a high volume day, low volume day?

A. Normal.

Q. And the practice has offices in Sumter and Columbia. How many in total offices are currently functioning now?

A. Shannon, so there's about -- I think there's six in Sumter now. I don't -- six or seven in Sumter; there's one in Columbia; there's really three in Manning. It's three separate buildings. We have an urgent care in Sumter, an urgent care in Manning. We have pediatrics in Sumter. We have neurology in Sumter. We have -- and then we have four, now, in North Carolina. It's called Eastern North Carolina Medical Group. Four there. It was five, but it's four now. It's in Rocky Mount, North Carolina. That's near Raleigh.

Q. And the medical practices in North Carolina, how did they kind of come into the picture? Did you

help recruit them or someone else?
A. Tom Watson.
Q. And in terms of an ownership interest, how do the practices in North Carolina function from a profitability standpoint? Do they have any impact on what you take home month to month?
A. Well, yeah, they're -- I mean their -- their profit, or mainly their loss lately, comes off our bottom line when they lose money. So it's not a real profitable practice. And if they were to be profitable, they have -- they get a percentage, a tiny percentage of the profits, if they were.
Q. So the current kind of legal standpoint is that if those four practices in North Carolina are not doing well, is profit -- do profits from say the Sumter office have to go towards their losses?
A. Correct.
MS. BRYANT: Object to the form.
A. Correct.
Q. And on the flip side, if they -- those four in or around Rocky Mount, they had profits, theirs would impact positively your draw month to month?

A. Yeah. I don't know about the draw as much as yes, it would impact the profit.

Q. Okay. And just refer back to Exhibit 3. I'm looking on the back page. I received these -- you have fall 2018. Is this something that has continued to be maintained that, you know, at a later date if we needed new documents, you know, updated for down the pipeline they would still exist?

A. Yes.

Q. I'm good to keep going to get through these, but do you need a break right now?

A. Please.

Q. Sure.

(Break from 2:24 p.m. until 2:34 p.m.)

(Plaintiff's Exhibit Numbers 4 through 9 were marked for identification purposes while off the record.)

BY MS. POLVI:

Q. Okay. We're back on the record. First I want to ask about what's marked Exhibit 4 before you. It's a CFP profit and loss for 2017. So looking at the total revenue allocation as identified here is $37,570,201.07. Was that accurate to what you recall as being the revenue for 2017?

A. I don't recall.

Q. And do you have any reason to contest that that would be an accurate --
A. I don't even know where this document came from, and I wasn't looking at the detailed financials then. And we -- as I said earlier, we had all kind of financial questions then, and so without a further, you know, review, it would be hard for me to say on this.
Q. And based on that answer, am I fair to interpret that you don't have any personal knowledge to contest the accuracy of this document?
A. That's right.
Q. So I want to look down to the next sections of this document reflect the first part, we see the revenue and then we see the costs, expenses, operations, things of that sort itemized out. And at the very bottom it says that there is a net loss of $1,751,510.18. So without having to go down to the cents, if we look at the revenue on the first page and then the losses, fair to assume then that all the costs and expenses then amount up to almost $40 million?
MS. BRYANT: Object to the form.
A. Best I can tell, yes. I mean, we lost money so that kind of makes sense that --

Q. I want to ask you about the second page where we see the salary and wages portion of the itemization indicates that there was in total for salaries, wages, bonuses, things of that nature $9,369,275.88. Would the income that the partner physicians were making be included in that or separate?

A. I think included, but I don't know. It doesn't say, does it? It says salaries, so that's probably everybody in the whole practice's salaries, like 450 employees, so it probably does.

Q. Okay. And then we see later that sum included with some other operating expenses with a total operating expense being listed on the third page as $14,145,489.04. Is that number similar or different than other years of the practice?

A. I don't know without having it in front of me.

Q. And then down, the very last item section is under "Other Expenses" and there's listed $21,766,895.22 as management fees. Who was receiving that 21 million sum that we see listed there?

MS. BRYANT: Object to the form.

A. You would have to ask Family Care Partners.

Q. And to the extent of your personal knowledge, did you receive any of that sum that we see listed under management fees?
A. I don't know.
Q. Looking at the revenue number of about 37.5 million on the first page, to then what we see as an overall loss indicated on the last page, did you express any concern to anyone about how that large revenue resulted in a loss?
A. Yes.
Q. And who did you express that concern to?
A. Tom Watson, Dave Alpern. I don't think I specifically said the number, but I expressed concern about the financial well-being of our practice.
Q. And in the years preceding 2017, had there ever been costs or expenses that came close to the total that we see for 2017?
A. I can't remember what '16 was, but I thought '16 was a loss as well. I'd have to go back and look at it.
Q. And in terms of your take home for 2017, you still received an income for the services you rendered towards the practice that year?
A. Yes.

(Plaintiff's Exhibit Number 5 introduced.)

Q. Okay. Let's go on to Exhibit 5. So in looking at Exhibit 5 -- and actually, let's still have Exhibit 4 handy -- we see that for the fiscal year 2017, in the first row all the way to the right, the total is a little shy of $47.8 million for the fiscal year. And then when look back at Exhibit 4, the total for Colonial Family Practice revenue was about 37.5 million. Would that 37.5 million be included in the total we see here in Exhibit 5 for Family Care Partners?

MS. BRYANT: Object to the form.

A. There's no way I can look at that and tell without detailed accounting.

Q. When we look at the very bottom of this last column for the fiscal year, it appears to be listing -- there's a total of $62,036,221. It seems to be indicating a net loss. Was this disclosed to you from anyone at Family Care Partners Holdings at the time?

A. No.

Q. And it is a complex kind of transaction. I just want to make it clear in terms of our testimony here, Family Care Partners Holdings didn't exist prior to the Varsity transaction in or around

December 2015, correct?

A. Correct.

Q. So this entity was essentially created to kind of function between Varsity and Colonial Family Practice?

A. Yes.

Q. And you may or may not know, but do you know what the abbreviation EBITDA stands for?

A. Accounting question. Earnings before interest and -- I do know that, dang in -- interest, depreciation -- I mean I just --

Q. Okay. The general principle --

A. I'm sure y'all know.

Q. The general principle being the -- essentially the hard numbers before the total sum of what was the profit or loss.

A. Yeah. Yeah.

Q. Same understanding?

A. Yeah.

Q. Okay. We're going to get to the board meeting minutes later, but at board meetings that you attended, were these type of spreadsheets that we see in Exhibit 4 and Exhibit 5 discussed?

A. Yes. I wouldn't say this specific one was discussed, but this type would have been

discussed.

Q. And the largest number of what we see as a loss on this Exhibit 5 in the right-hand column is 45 million plus is identified as being a loss of what's described as impairment of intangibles. Does that have any meaning to you as to why 45 million would be considered impairment of intangibles?

A. No idea.

Q. During your time in a medical practice management standpoint, which I guess dates back all the way before 2002, to the present, did you ever allocate any amount of loss as impairment of intangibles to the practice?

A. No. I'm not even familiar with that term, so I don't even know what that is.

Q. Okay. And it may be self-evident from your last answer, but I do need to ask. Did anyone at Family Care Partners ever explain to you what impairment of intangibles meant?

A. No.

(Plaintiff's Exhibit Number 6 introduced.)

Q. Next one is Exhibit 6. This one is a statement of -- consolidated statement of cash flow for 2017 for Family Care Partners Holdings. And it

has the same number reflected at the top as the previous exhibit for the loss total, but it provides some additional information as well. But we still don't have an explanation for the 45-plus million, at least on this document, but it does indicate that that impairment of intangibles occurred in December 2017. Do you have any knowledge as to what would be an impairment that would create that sum at that time?

A. No.

Q. Did you keep any contemporaneous records during this 2017 time period of what you thought the cash flow or available revenue should be?

A. No.

(Plaintiff's Exhibit Number 7 introduced.)

Q. Next, we look at Exhibit 7. This is Family Care Partners Management profit and loss 2017. Earlier in your testimony you referenced that there were some senior staff added that accounted for some of the additional expenses; do you recall that testimony?

A. Yes.

Q. Do you remember, to the best of your knowledge, how many positions were added from a payroll

perspective that weren't in existence before?
A. A lot, but no, I don't remember a number.
Q. And if you'll turn to the last page of this Exhibit 7, it's line 65XX Write off intangibles. And I want to ask about here it indicates a sum of about 43.5 million, which is a different number than what we've seen on the last two exhibits for the intangibles sum. It's described here a little bit different. Your answer might be the same, but I still need to ask. Do you know what write off or write off intangibles was occurring that would amount for almost 43.5 million?
A. No.
Q. So, based on it impacting your potential income, do you have any opinion about whether that sum that was considered as a loss was a legitimate loss, or do you have any questions of concern that it was not legitimate?
MS. BRYANT: Object to the form.
A. I feel it was legitimate.
Q. And what leads you to believe that?
A. Because they went insolvent the next year.
Q. Does it draw to you any concern, though, that that amount of money would be in question as not

being known to you as to where it went?

MS. BRYANT: Object to the form.

A. No.

Q. And I think you indicated that it would be someone else that maybe would have a better explanation for these financial records. Who do you think would be the person or persons with the best knowledge about this?

A. Whoever created it and overseeing it, I would guess. Varsity and Family Care Partners and whoever created and was looking at the spreadsheets.

(Plaintiff's Exhibit Number 8 was introduced.)

Q. This Exhibit 8, the next one I'm going to ask you about, and it looks similar but is different than Exhibit 6. This has more information identified in Exhibit 8 with regard to members' equity. Is this a document, Exhibit 8, that you would have seen at any of the board meetings?

A. I could have.

Q. So when I look at the bottom right-hand corner, it's got the member equity identified as a little more than 43.4 million and then the net loss as more than 62 million and then accumulated deficit just under 8 million, and it

says just below that a total member equity as a loss of a little over 26.5 million. Were those numbers that I just highlighted discussed during any of the board meetings with any particularity?

A. Not while I was there.

Q. And during the 2017 time frame, who would have been the primary accountant that you -- with whom you would have been in contact if you had questions about accounting?

A. Paul Miller was the original accountant. But then he was let go probably mid two thousand -- maybe in May of '17 or something like that. So it would have changed midway because he was let go.

Q. Who filled the position after Paul Miller?

A. They had like a team. A guy named Rob Patterson. It was about, gah, four or five of them.

Q. So about a team of four to five potentially led by Rob Patterson?

A. Accountant types, yeah.

Q. And were they in-house employees or working for a third party?

A. No, they were in-house in Fort Mill. They did

create another office up there to do accounting.
Q. Are you still in contact with Mr. Rob Patterson?
A. No.
Q. And does he have -- he or his team have any contact with the financials now?
A. No.
Q. When did their work on the financials cease?
A. I don't remember.
(Plaintiff's Exhibit Number 9 introduced.)
Q. So now I'm transitioning out of some of the financials, but still several documents to cover in this Exhibit 9. Ashley Shirley, is that your medical assistant that we see identified here at the first page of Exhibit 9?
A. Yes.
Q. And about how long has she worked at the practice?
A. A long time. Probably, I'm going to say, 14/15 years.
Q. And we see here a meeting is scheduled identified as being scheduled for February 24, 2016, entitled "Meeting with Lowder and Baker," and it's sent from Ashley Shirley to Thomas Watson. Was this a meeting to facilitate Dr. Baker becoming a partner?

A. Don't know.
Q. Was Ashley Shirley initiating this, the scheduling of this meeting, at your request that we memorialized on the first page?
A. Don't know.
Q. Would it be fair to say that, as your medical assistant, she most likely would not be scheduling a meeting for you without you giving her permission to do so?
MS. BRYANT: Object to the form.
A. No. She schedules meetings without my opinion all the time.
Q. Would it be normal for her to do so, though, between you, yourself, Dr. Baker, and Mr. Watson?
A. It would be normal.
Q. And what was the substance of the meeting that was being scheduled for February 24, 2016?
A. Don't know.
Q. When you were discussing the potential partnership with Dr. Baker, did you relay to Dr. Baker that you thought it would be a profitable venture if he were to become partner?
A. I don't remember.
Q. If you felt becoming partner was not profitable,

would you have told Dr. Baker?

MS. BRYANT: Object to the form.

A. Yes.

Q. Did Dr. Baker negotiate the terms of his buy-in to modify what was proposed to him?

A. I don't think so.

Q. So next I want to ask you about what's marked as page four, bottom right-hand corner. Emails that occurred on February 24, 2016, between yourself and Mr. Watson and three other individuals who are copied, you see Paul Miller identified by his name and then two other individuals. Who would those two individuals be for the other two emails?

A. Talking about the top of this page right here? You're talking about right there? (indicating)

Q. Right. The 10:37 a.m. email.

A. Mike Jablon, Paul Miller, Dave Alpern.

Q. And the subject indicates "Updated ACQ pipeline." What does ACQ stand for?

A. Acquisition.

Q. And we see in the second paragraph you state, "Need to make sure we meet with Baker our neurologist and keep him happy. He brings in over a mil. He's a little upset Varsity hasn't

talked with him. How quick could we get him to buy-in?" Would that refresh your recollection that perhaps you met with Dr. Baker for the purpose of that purpose from page one of this exhibit?

MS. BRYANT: Object to the form.

A. I still don't remember what that meeting was about and when I met with Dr. Baker about it.

Q. But were you words, at least in this email that we see on February 24, 2016, 10:37 a.m., reflective of a meeting that you had had at some point recently with Dr. Baker?

A. Yeah, I think so.

Q. And you reference "Our pain guy Spellman is leaving. That hurts." Would that be Dr. Spellman?

A. Yes.

Q. What practice did he work at?

A. I think we called it Colonial Pain Clinic. It was a part of us.

Q. Then at the top you referenced "Met with Morris Brown from Lake City last night. Says he makes 600k. hospital closed in Kingstree. Huge opportunity. Great guy, but not sure if he got it." What came of your discussions with Dr.

Brown about potential acquisition?

A. Nothing.

Q. So Dr. Brown did not join the practice in any capacity?

A. Correct.

Q. Knowing that you had had conversations with Dr. Pridgen about partnership buy-in, why was Dr. Pridgen not mentioned in this pipeline email?

MS. BRYANT: Object to the form.

A. No idea.

Q. Down below there's an email that proceeds yours from Thomas Watson says, "There are still a few things to add. Believe it or not, they just keep coming. Orange shaded boxes are the hottest ones." Do you know to what he's referring "orange shaded boxes"?

A. I can speculate.

Q. Would that maybe be boxes in this pipeline attachment --

A. Yes.

Q. -- that seems to be described?

A. Yes.

Q. The next phrase says, "Fantastic meeting with Dr. Riley last night (excellent lead Clay!)." What is that referring to?

MS. BRYANT: Object to the form.

A. Dr. Riley is a doctor, I believe he's in Saluda, and contacted me about looking to join our practice. And I put him in contact with Tom Watson, so I guess that was the lead on it.

Q. Did Dr. Riley join the practice?

A. No.

Q. Next I want to ask you about the email that's on page five, February 24, 2016, at 10:50 a.m. Dave Alpern to you, copied with the other recipients of the email in the previous ones. Is this an email that you received from Dave Alpern?

A. Yes.

Q. The second sentence he says, "Clarify for me his frustration," referring to the previous sentence, "Was he promised equity at some point?" Was Dr. Baker promised equity?

A. No.

Q. And knowing that this conversation is happening in February 2016 about individuals who may or may not have a promise of equity, did Dr. Pridgen enter into the conversation around this time?

A. No.

Q. Looking at page seven, it appears there was a thread of conversation occurring on February 26 -- or excuse me -- 24, 2016. You sent an email shown here as 1:10 p.m. on that date at the bottom of page seven. Did you send that email?
A. Apparently.
Q. And earlier in your testimony you referenced a recommendation, an informal recommendation for Dr. Baker. Is this what you were referring to or something else?
A. Looks similar.
Q. In response to your email, David Alpern states looking at the first sentence of the second paragraph, "It's an entirely different point that he was on a path to buy into the practice as that's something that predates us but we can solve." Does that same principle apply to Dr. Pridgen?
MS. BRYANT: Object to the form.
A. I'm not sure what you're asking me.
Q. Would that same concept that it's a path to buy into the practice that predates Varsity that can be resolved, would that be equally applicable to Dr. Pridgen?
MS. BRYANT: Object to the form.

A. Yeah, you need to ask Dr. Dave Alpern, the guy who wrote that.
Q. Would you agree or disagree with that statement?
MS. BRYANT: Object to the form.
A. I don't know -- I don't understand what am I saying? I mean, what am I agreeing or disagreeing to? I didn't make the point so I don't even know it's -- I mean down here it says he wasn't promised anything. That was my opinion and my point. So I would say he was not promised anything. That's my opinion.
Q. Well, you describe in your email at 1:10 p.m. as Dr. Baker being "on a path to buy-in so I think we should offer him." Would that same principle apply to Dr. Pridgen as of that time when you sent it?
A. I think I was saying he wasn't promised anything, like I said above. So, to me, that's my statement on that.
Q. Well, I think we've covered that for Dr. Baker, but I want to put this in context of Dr. Pridgen. Would you agree that she also was on the path to buy-in?
A. Yes.
Q. And did you indicate to David Alpern that,

likewise, Dr. Pridgen, who was on the path to buy-in, should have an offer to her?

A. I don't see that here.

Q. And if it's not seen here, would that be reflective that it was not brought up by you?

A. No.

Q. And did you ever send an email like the one that you sent about Dr. Baker to the leaders of Varsity about pipeline?

A. I did about pipeline. I mean, pipeline is more acquisitions.

Q. Well, it looks like they're kind of blended in this thread, some outside acquisitions and then Dr. Baker's partnership in this thread that we see on February 24, 2016. Is there any thread about Dr. Pridgen around this time?

A. I don't think so. I don't think in February there was.

Q. Okay. And just for a point of clarification, if I'm looking at page 16, in the middle email, March 20, 2016, at 9:07 a.m., email from you says, "Yes, Dr. Baker needs a partner." Was that intended for what? What were you referring to?

A. He needs another neurologist he's so busy, so

productive.

Q. Was another neurologist hired?

A. No.

Q. Okay. If you'll switch down to page 48. Subject of this May 12, 2016, email states "Granting Doc Equity Buy-In rights." And there's a reference to how structure a program that was objective (as you and I discussed with guidelines). Accurate to say these were being discussed but had not been put in place?

A. Correct.

Q. Okay. So if you turn the next page to 50. May 12, 2016, email from you to Dave Alpern copying Thomas Watson, there's discussion of Dr. Baker with potential buy-in at the top, and then you bring up Dr. Pridgen and you state, "Dr. Pridgen came over and we had lunch today. She wants to buy-in too. Not a huge producer, but brings in over 700k. Need to at least offer to her if she meets productivity." If you look at the kind of emails before and after, that look like they all proceed on these pages, but then if we look, if we turn to page 52, it appears that the first email at the top is Dave Alpern's response to you a couple minutes later. It says, "We can

talk about sequencing, key is we want two top performers and keepers in equity." So we see that as the email response. Did you have any phone conversations or clarification about what he meant in response to you?

A. I don't remember.

Q. Then we see a Thomas Watson email at the top of page 54. It states, and it doesn't appear you're an actual person on this email, but maybe you can shed some light on what it refers to. It says, "Just an FYI. Related, not sure if you ever went over the Cap Table with Jabs, but good to get you up to date." Do you know what he's referring to?

A. No.

Q. Okay. Is there anything that you know of with regard to that that would be reflective of why or why not Dr. Pridgen would be eligible for partner?

A. I have no idea what it is.

Q. Okay. We see the next -- not the next morning, but a couple mornings later, there's an email between Thomas Watson and Dave Alpern about physician buy-in criteria thoughts.

MS. BRYANT: Are you on page 56?

MS. POLVI: Page 56, right.
Q. This obviously is an email between Mr. Watson and Mr. Alpern, but were these proposals for criteria discussed with you around this time of the email, May 17, 2016?
A. Yes.
Q. And accurate to say that that's a discussion that's happening, but is not ultimately put in place, at least from then to today?
A. Yes.
Q. There's reference on the third item that's asterisked within this physician buy-in criteria thoughts, a recommendation of CMO. Have you ever been asked during your times as CMO to give a recommendation formally in the capacity as CMO for whether someone should be eligible for buy-in or not?
MS. BRYANT: Object to the form.
A. Not formally.
Q. Turn to page 58. We see that there's reference to some discussion about the 550 patient visit threshold per month times 12 months, so maybe potentially the average that you say was being considered earlier in your testimony. There's reference here to Dr. Stewart not necessarily

hitting that criteria. Is Dr. Stewart male?
A. Yes.
Q. Accurate to say that Dr. Stewart and Dr. Baker are currently partners?
A. Yes.
Q. And that they do not maintain an average of 550 visits per month?
A. I haven't looked at it lately.
Q. Well, at least as of this time frame of May 2016, would that have been accurate that those two physicians were not averaging 550 per month?
A. I'm glad to look at it if you've got it, but I'm not going to speak on that unless I'm looking at it.
Q. Well, just going on the best of your recollection at this point.
MS. BRYANT: Asked and answered.
Q. Is that accurate to your recollection, or you're not able to speak to it?
A. I'm not able to speak to it; I don't have it.
Q. There's reference to describing Dr. Baker as a "keeper" in this thread of emails on May 17, 2016. Would you describe Dr. Pridgen as a "keeper"?
A. Yes.

Q. And then we see a little bit further along in this exhibit, page 68, this memorializes an email that was sent to Dr. Katz. Were you at all a participant in the offer to Dr. Katz?

MS. DUNLAP: Object to the form.

A. No.

MS. DUNLAP: Well, sorry, never mind. You're referring to the bottom email; I was looking at the top. Go ahead.

A. No.

Q. There's some information, it says, "In that vein, I'm attaching two documents for your review." And it -- he describes what those documents are and potential investment capital outcome projections for financial-related matters. Did you ever see those documents around that time of May 2016?

A. No.

Q. And did Dr. -- or Mr. Alpern ever discuss with you the information that we see memorialized in this May 23, 2016, 11:51 a.m. email about profitability?

A. What does memorialize mean?

Q. Oh, the information where he does the after that kind of semicolon and he describes that

information?

A. Like formal offer letter, financial model?

Q. Right. Did you discuss any of those things with him around that time?

A. No.

Q. If you'll change to page 74. So you were a copied recipient on the email from Mr. Watson to Mr. Alpern June 2, 2016, at 7:45 p.m. First sentence describes, "So the number shows a half of one percent impact, and that is if they both want to buy the maximum 100k amount. It could be that they do something much lower. Floor is 10k." The "both" that that's referring to, based on the next paragraph, appears to be Dr. Baker and Dr. Pridgen; would that be accurate to your understanding?

MS. BRYANT: Object to the form.

A. Would what be Dr. Baker and Dr. Pridgen?

Q. That they both want to buy-in, and then the next paragraph talks about Dr. Baker and Dr. Pridgen?

A. Oh, yeah.

Q. Is that the "both"?

A. Yes.

Q. And Mr. Watson relays here that -- he says in the second sentence, "However, I think we should

keep the bar for Dr. Pridgen at 500 visits, an exception from our 550 standard. This means she must first qualify, but doesn't need to wait until July 2017," and he writes on further but in terms of that aspect, it appears that Dr. Pridgen could become partner at that time, at least according to Mr. Watson. Was that something that you verbally discussed around the time of this email?

A. No.

Q. And we see that Dr. Katz is not on this email. When did Dr. Katz, if at all, start discussing with you anything about Dr. Pridgen and partnership?

A. Don't know.

Q. The next paragraph, the last one in Mr. Watson's email from 7:45 p.m. on June 2, 2016 says, "I also wanted to ask who customarily relays such decisions (in your other portfolio companies). I'm happy to take this responsibility on, but will fall in line if there's an established protocol." What was your response to that?

A. It wasn't to me. It was to Alpern.

Q. And it appears if we look at the next response from Mr. Alpern, which is shortly later, about

less than a half hour later of the same day, second paragraph of his email on page 75 says, "I think it's prudent for CEO to be interface to the MD's to describe the program and conduct the annual meeting with shareholder MD's to update progress, etcetera." It appears based on my reading of those emails that it seems to be the CEO, Thomas Watson, who would be responsible for relaying those decisions. Is that your understanding from the thread as well or some different understanding?

A. I can't tell.

Q. There's some reference in this thread to an abbreviation TTM. What does that stand for?

A. Trailing 12 months is my best guess. You keep asking me all these --

Q. No, that's helpful. That's my understanding of what it is too, but it's, you know, being in the thread I know you did not author those two abbreviations.

A. Yeah.

Q. At least in the two emails we're looking, but since you were a part of the communication, your guess would be better than mine. So we see from the emails, page 74, 75, that there's active

discussion about Dr. Baker and Dr. Pridgen for buy-in. And then we segue to the next page after those emails, page 77, which has "Prep for Baker Buy-in" and it's identified as June 15, 2016, and organizer is Tom Watson, Thomas Watson. So we see those communications were on June 2, 2016, and that meeting is for June 15th. So a little less than two weeks later there's a meeting for Dr. Baker's buy-in, but no meeting for Dr. Pridgen's buy-in. What happened in the meantime?

MS. BRYANT: Object to the form.

A. No idea.

Q. The time frame between June 2, 2016, and June 15, 2016, did you ever relay any opposition to Dr. Pridgen getting buy-in?

A. Not that I recall.

MS. POLVI: Let's take a quick break.

(Break from 3:37 p.m. until 3:53 p.m.)

(Mr. Hartzog joined the deposition.)

(Plaintiff's Exhibit Number 10 was marked for identification purposes.)

BY MS. POLVI:

Q. This Exhibit 10 is a document marked Pridgen production 13. It's an email from Dr. Pridgen

to Lissa Lara, April 15, 2013. And it's an email that describes, I guess, some discussions related to the practice and partnership. And the sentence, the first two sentences state, "I enjoyed discussing the practice with you again. Please talk to Dr. Lowder again about partnership versus employment." So let's pause there. With regard to partnership versus employment, were there discussions that Dr. Pridgen wanted to enter into partnership even from the start of her bringing her practice?

A. I don't remember.

Q. And does this email jog your memory in any way?

A. No.

Q. Looking at the third sentence of the second paragraph, Dr. Pridgen states, "I know together we could have a great partnership." Do you recall having a similar conversation with Dr. Pridgen around that time?

A. I don't.

Q. How long do you estimate the negotiations about Dr. Pridgen joining Colonial took place? Like how long was the negotiation time period?

A. Don't remember.

Q. Would it be reflective with your recollection

that the negotiations started in the latter part of 2012 and would have continued up until what we saw the date memorialized in Exhibit 1?

A. Sounds good.

Q. Did you keep any type of roster of what Dr. Pridgen did bring to the practice when she came to Colonial?

A. I didn't.

Q. Do you know if anyone else did?

A. I don't know.

Q. During your time in leadership over a medical practice, have you ever voted for a female physician to become a partner?

A. No.

Q. Did you and Mr. Watson know one another before Varsity?

A. No.

(Plaintiff's Exhibit Number 11 was marked for identification purposes.)

Q. This is a document Bates number Colonial 264. Is this text message, or two text messages, from Dr. Pridgen to you?

A. I don't know. Does it have my number? I don't know.

Q. My understanding is they are your production,

but I want to confirm that.
A. I don't know.
Q. Well, did you produce text messages from Dr. Pridgen to you to your counsel?
A. Yes.
Q. And would these be what you produced to your counsel?
A. I guess so.
Q. The date indicated here, January 24, 2017, the second text message, Dr. Pridgen states, "Please discuss my partnership with Tom. He promised that it would happen last December for me and Baker. My numbers are above 500 as requested, may get to 600 this month. Thanks." What did you do in response to that text message?
A. I don't remember.
Q. Do you recall in November of 2016 on November 15, 2016, that Dr. Pridgen had expressed concern to you and Mr. Watson about the delay in partnership?
A. I don't specifically recall that, but I know she was frustrated.
Q. And do you recall her asking for a meeting that I believe was scheduled with Mr. Watson and then was cancelled?

A. I don't remember.
Q. And what do you recall of her relaying about the frustrations?
A. Kind of like this text, you know, just kind of reminding you, hey, I still want to be a partner and frustrated it hadn't already happened.
Q. Did you relay anything to Dr. Pridgen, around the time frame that we see in Exhibit 11, about whether partnership would be forthcoming?
A. Not that I remember.
Q. And we see that Dr. Pridgen in Exhibit 11 references the above 500 in regards to numbers. Would the patient numbers be material to whether or not you would have recommended her to be partner at that time?
MS. BRYANT: Object to the form.
A. Yes, I think so.
Q. And had she met that threshold that you felt she needed to hit?
A. The number I told her was 550 on my recording, and I'd always stuck with that. So I don't know where 500 got and she -- and no, she had not met the threshold. I don't even think she had met the 500 until '17. But I'm not looking at it, so.

Q. And would the patient charts be the best reflection of the numbers, those charts that are maintained by the practice?
A. Yes.
Q. And we saw on other correspondence that there was documents referenced to exceptions to the patient criteria, suggestions that hadn't been voted on, but were being discussed. Were those exceptions discussed with Dr. Pridgen when you had conversations with her?
A. No.
(Plaintiff's Exhibit Number 12 was marked for identification purposes.)
Q. This Exhibit 12 is an email thread from -- with regard to Mr. Watson and Dr. Pridgen Bates numbered 23 and 24. It's a thread from November 15, 2016. I'm going to give you some time to read over it, if you already haven't done so. But I want to ask you about if it's what Mr. Watson is relaying to Dr. Pridgen, which is the lighter boxes on the left-hand column, if that's accurate at that time that it's being relayed?
MS. BRYANT: Object to the form.
A. Yeah, you'd have to ask him. I didn't write it.
Q. Well, let's kind of parse it down then.

A. All right.
Q. First text message from Mr. Watson states, "Hi, Dr. Pridgen. It is Tom Watson. I wanted to reach out per your request. I don't think my schedule is going to allow us to squeeze in a meeting today given my prior commitments. I did talk with Clay at the other, excuse me, at the very end of our meeting ... I understand you two are trying to get together. As the CMO the topics on your agenda are really something he has is on point for." So let's start where that text message leaves off. He's identifying you as the CMO at that time; would that be accurate?
A. Like I said before, I don't remember the CMO dates.
Q. Let's jump down to Dr. Pridgen's response. She says, "Okay. Thank you. So from now on, only discuss partnership with him and not you? Because he was unclear as to when things would happen." And the next text message from Mr. Watson indicates "It's really his call. I was involved early on to ensure the criteria for provider buy-in was set appropriately. The buy-in window is 7/1. Clay will his make recommendations to the board at that time. Hope

that helps." So it seems here that Mr. Watson's indicating now that you are the responsible person for the recommendation, though we saw in earlier exhibits it appears that it was Mr. Watson's responsibility based on a previous document, what is your understanding of that dichotomy?

A. My understanding it was up to the Family Care Partners Board. I would have been overstepping my bounds to make that call. And I think, you know, to me, the clear part is it says that she says because Clay or essentially he was unclear as to when things would happen. So it's obvious that I said to her, "I don't know. I'm unclear. I don't know when -- what these guys are going to do with it." So if I would have perceived it was my role, as Tom is indicating, I would have never said that to her, like it's unclear.

Q. But in that thread of emails that we see at Exhibit 5, it seems like Dr. Pridgen's being discussed as a potential buy-in per her follow-up to that effect. And Dr. Baker gets his buy-in as indicated by the meeting planning for it is the last page or second to last page of Exhibit 5, and then he later buys-in, I think,

effective an agreement couple months later, but in 2016. In your opinion, where did the breakdown occur where Dr. Pridgen's no longer being considered, even in this 2016 time frame, and is then pushed to the July 1, 2017?

A. I don't know.

MS. BRYANT: Object to the form.

A. I mean, I guess he was -- the breakdown is because they were coming up with this method, and she hadn't met the criteria for their method yet. So I think the breakdown was they were waiting on that. And the practice -- the practice was in disarray in '17. It just blew up.

MS. BRYANT: When you refer to Exhibit 5, do you mean 9? I think --

MS. POLVI: Oh, I apologize. Exhibit 9 was the bundle of exhibits.

MS. BRYANT: I don't believe that changes anything. I just wanted to clear the record on that point.

MS. POLVI: Sure. Exhibit 9 was the one that is 78 pages, it is a series of emails and documents. But, thank you, Exhibit 9.

Q. Again, you reference criteria, but as indicated even by the subject line on that criteria, it

was false. It wasn't something that actually was executed?

MS. BRYANT: Object to the form.

A. It was explained to Dr. Pridgen what the criteria were.

Q. But never voted upon?

MS. BRYANT: Object to the form.

A. Not that I remember.

Q. And Dr. Baker did not meet those three bulleted criteria, correct?

MS. BRYANT: Object to the form.

A. I would have to think about that. He was a specialist so I don't -- it wasn't criteria for a family doc. It was the criteria for a specialist. I think that's the difference.

Q. Well, let's look back at the document, Exhibit 9. Looking at page 62, email May 17, 2016, 4:51 p.m., Subject: Physician Buy-in Criteria Thoughts. Accurate to say our line of question is about those physician buy-in criteria thoughts?

MS. BRYANT: Object to the form.

A. I don't know what you're asking.

Q. That what we're talking -- the criteria that we're talking about are the criteria that are

described here as physician buy-in criteria thoughts.

A. No, that's what the email line says, but I think it's -- I don't -- I don't understand the interpretation of that.

Q. Well, then let's turn to page 64. It indicates on this May 17, 2016, email at 5:09 a.m., it says "Physician Buy-in Criteria." It doesn't say "specialist buy-in criteria"; it says "physician." Would you agree with me that that's a general description?

A. Yes.

Q. And then at the bottom of that it says, "Once you pass me the legal considerations and provide some feedback on these criteria, we can talk to Baker (neurologist doc)." So accurate to say that these criteria were being considered as applicable potentially to Dr. Baker?

MS. BRYANT: Object to the form.

A. It never was. We never said this was going to be for Baker. We said it was for primary care.

Q. But that's not indicated here in the documents, right?

A. Not in these documents.

Q. And with regard to physician-wise, Dr. Baker

would not have been meeting those three bulleted criteria?

MS. BRYANT: Object to the form.

A. I don't know. I haven't looked at it.

Q. Let's turn back to Exhibit 12. I'm looking at the last text message on page two, which is Bates number 24. Dr. Pridgen responds to Mr. Watson, "Okay, but when we talked earlier, the goal for my buy-in was this December." Is that accurate to the discussions that you were privy to at that time?

MS. BRYANT: Object to the form.

A. What are you asking?

Q. Is that had there been discussions that Dr. Pridgen would buy-in in December 2016?

A. I guess.

(Plaintiff's Exhibit Number 13 was marked for identification purposes.)

Q. Exhibit Number 13 is before you. It's a two-page letter from Mr. Cromer at my firm to you dated May 30, 2017, as well as to Mr. Watson and Dr. Katz. Did you receive this correspondence?

A. Yes.

Q. And is it accurate that as of the date it was sent and you received it, that Dr. Pridgen was

not partner as of that date?
A. Correct.
Q. What did you do in response to receiving this correspondence?
MS. BRYANT: If I may instruct you, to the extent you communicated about this letter with legal counsel not to disclose your communications with counsel; otherwise you can respond to the question.
A. Counsel.
Q. Did you have any discussions with Mr. Watson or Dr. Katz when you received it?
A. I'm sure, yeah.
Q. And separate of any communications with counsel, did you take any action to address the concerns that were relayed on Dr. Pridgen's behalf?
A. I called -- I'm pretty sure I called them and notified them and expressed my just complete shock and disbelief of it and asked them to obtain counsel.
Q. Why would you be shocked in receiving it after the repeated contacts from Dr. Pridgen concerning the delays to becoming a partner?
MS. BRYANT: Object to the form.
A. Well, because, I mean, I still thought we were

kind of in the works of doing it still. If you look at the date, it's May and we were -- you know, working -- I mean some of the dates in here are 7/1, like July 1, and then some of this implies like male versus female, which I was completely shocked at that. And so it was a lot of insinuations so I was, you know, completely worried about it and upset about it when I got it.

Q. And Dr. Pridgen had relayed to you that she was concerned that Dr. Baker became partner before she when the negotiations were happening at the same time, right?

A. Sure.

Q. And that Dr. Baker is a male doctor?

MS. BRYANT: Object to the form.

A. She did not say that.

Q. She emphasized that, in terms of the doctor selection, that the individual who was eligible at the same time she was had become a partner and not her; she did relay that to you, right?

A. Yes.

Q. And she relayed to you that she felt the requirements that were being put on her were different than that of male doctors who were

being held eligible for partnership?
MS. BRYANT: Object to the form.
A. Not at the time. That was later.
Q. During your professional career, have you ever been accused of discrimination, other than in this case?
A. Yes.
Q. What were those circumstances?
A. We had an employee named Jeremy who said that our practice discriminated against him because he was male.
Q. And that -- did that relate to his sexual orientation?
A. Not really. I mean he -- he said in a part of it that he was gay. And that came out later and nobody even knew.
Q. And what is Jeremy's last name?
A. That has a confidentiality agreement as well. I don't know if I can say. That's why I said it the way I did.
Q. When was an agreement or confidentiality executed with Jeremy?
A. I don't remember.
Q. And was his claim something that was a lawsuit filed or had been resolved at the charge of

discrimination phase?
A. I believe it was a lawsuit. But I don't exactly what you're asking me now so I don't want to misspeak on that.
Q. Are there any others that you're aware of?
A. No.
Q. Were you deposed in Jeremy's case?
A. I don't think so. I don't remember.
Q. And how, if at all, were you identified as being someone who is being accused of something?
A. I mean, our practice was accused, and I guess I was the head of the practice at that time, and he was let go. And he, in turn, accused that we let him go just because he was a male.
Q. With his end of employment, who was the decision-maker?
A. I'd have to go back and look, but I believe I was, I mean, the decision-maker on it.
Q. Did you participate in any type of witness testimony, even if you were not deposed about that matter?
A. No.
Q. And were you accused of calling this individual names?
A. Yes. Not to -- not to him.

Q. What were you accused of calling him?
THE WITNESS: Isn't that confidential?
MS. BRYANT: If --
A. I don't know what that agreement says, so I'd rather have my counsel here on that before I get into the details of that case and all.
MS. BRYANT: I don't know the terms of that confidentiality order or agreement. So I'm not able to advise him without him speaking to somebody who represented him in that case. I'm happy to give him a break to try and do that, but if there's a way to ask these questions in some other form than this deposition, I'm not sure I can -- I mean, if he thinks it's subject to the confidentiality agreement, he's allowed to take that position.
MS. POLVI: I'm thinking maybe the way to best approach it -- probably the best way I can deal with it is I'll do just a formal discovery request with it, and then that gives y'all the opportunity to do that and we can hash it out, if need be. Because I think it's probably going to be in the documents anyway.
MS. BRYANT: It may be. I don't know the answer to that. It perfectly well may be in the

pleadings. I don't know whether that's public information or not. I just don't know the answer. But they were represented by a separate law firm, so I don't have any knowledge of that.

MS. POLVI: Okay.

Q. Other than your business partnership ownership with Colonial Family Practice and their related, do you have any other business ventures in which you receive income?

MS. BRYANT: If I may, at the end of this deposition I was going to put on the record that his testimony as to income and withdrawals and things from this practice were confidential. To the extent that this is getting into income outside of these businesses, I'm going to consider that to be confidential testimony in this case and would ask Dr. Pridgen's husband to leave the room for that testimony.

(Mr. Hartzog left the room.)

Q. Do you have any --

A. Yes.

Q. And what are they?

A. I have a real estate business. I have partnerships with my wife where we do real estate. I have rentals. I have a farm. You

asked businesses?
Q. Any entity from which -- or in form of income?
A. Yeah. I'd say rental property and real estate and farm.
Q. And do all of those operations occur in South Carolina?
A. No.
Q. Where else do they occur or source from?
A. I mean, I have property in multiple locations, one in Tennessee. Mostly -- and the rest of the rest are in South Carolina.
Q. And are your real estate business matters separate from the rental matters, or are those one and the same?
A. One and the same.
Q. How many rental properties do you have?
A. I think three now.
Q. And are they all in your name and your wife's name or some individually?
A. They're in LLCs.
Q. What are those LLCs?
A. I have like 20 different LLCs. I don't have -- I don't know, I'm just ballparking it. There's no way I can tell you all the LLCs I have.
Q. Would those be reflected in your tax records?

A. Uh-huh.
Q. Sorry, for the record.
A. Yes.
Q. And the farm that you mentioned, is that in South Carolina?
A. Yes.
Q. Is that your primary residence or another location?
A. Both.
Q. Does the farm have income of some sort?
A. Uh-huh. Yes.
Q. And what type of income do you receive from the farm in terms of source? Do you produce a particular crop or --
A. Oh, yeah, corn. Corn, cotton, soybeans, wheat sometimes.
Q. Do you have employees at that location?
A. Yes.
Q. And how many individuals do you kind of typically employ on an annual basis?
A. Around four or five, depending on the year.
Q. Do you also have additional temp employees for seasonal harvest?
A. Yes.
Q. And I see in your discovery responses that you

have an insurance policy through National Union Fire Insurance Company of Pittsburgh, PA (AIG). Do you also hold any type of like umbrella policy or anything of that sort?

A. I don't believe that's my personal policy.

Q. That would likely be through the entity?

A. Yes.

Q. Do you also hold any other personal policies like umbrella -- sometimes people have umbrella policies or anything of that sort?

A. I'd have to look.

Q. I think it's probably in the record somewhere, but I don't believe I've asked you. How long have you been a physician?

A. I got out of residency 19- -- well, I was an MD in 1993.

Q. And residency-wise, did you have that at several locations or primarily at one?

A. Charlotte.

Q. Charlotte. During your time as a physician since 1993, have you ever been reported to the medical board in any type of capacity?

A. Yes.

Q. How many times?

A. I think just once.

Q. What was the -- kind of generally, what was the complaint about?
A. It was about a list of ten different things from last year.
Q. Was it one patient or ten patients or --
A. It wasn't -- it was a ton of different things. I'd have to get you that whole document and -- ton of different things. It had to do with patients and staff and tons of other accusations.
Q. And is that an open or a closed complaint?
A. Still open.
Q. And have you ever been sued by a patient for medical malpractice in any kind of context?
A. Yes.
Q. How many times?
A. Once.
Q. When was that?
A. I don't know when the actual suit, but a year or two ago, within the past two years.
Q. And is that claim open or closed?
A. Closed.
Q. How was it resolved?
A. It was settled.
Q. And were you covered by the practice's insurance

for that case?
A. Yes.
Q. Okay. And are the -- is that medical malpractice claim and the medical board claim related? Was that the same person or --
A. No.
Q. And early in the very beginning of the deposition I asked you about deposition testimony. Has the medical board ever contacted you to provide any statements about any of the physicians at Colonial?
A. No.
Q. This is harkening back to some earlier questions I asked, and I know I didn't ask this one yet. Why didn't Dr. Pridgen become a partner before the transactions with Varsity?
A. Wasn't September of 2016.
Q. And according to the agreement language, it could be negotiated at any time. Would, or did you take any action to facilitate Dr. Pridgen becoming a partner before the Varsity transaction?
MS. BRYANT: Object to the form.
A. No.
Q. Based on your negotiations with Dr. Pridgen for

her entering the practice, did you feel any responsibility to ensure that she did become a partner before the Varsity transaction?

A. No.

Q. And Dr. Pridgen has provided testimony that, and has asserted in her suit, that she was promised partnership. Would you agree or disagree with that statement?

A. Disagree.

Q. So do you deny that at the time Dr. Pridgen was bringing her practice she was promised partnership?

A. Yes.

MS. POLVI: Let's take a quick break.

(Break from 4:41 p.m. until 5:01 p.m.)

(Plaintiff's Exhibit Numbers 14 and 15 were marked for identification purposes.)

BY MS. POLVI:

Q. So this Exhibit 14 is similar but different than some of the other charts we looked at earlier. And in tandem with 15, wanted to ask, I see that CFP, the second column on Exhibit 14 the total revenue is indicated as a little over 37.5 million, but then we see on the tax records that the gross receipts are indicated as 33 million

in Exhibit 15. Do you have any knowledge of why those numbers would be different?

MS. BRYANT: Object to the form.

A. As I said, CFP is a single-member LLC to run the practice. And I don't even know -- this initials at the top say CFP. I don't think that's actually CFP. I think that's more the holding company and stuff. So I don't know how that number flows through, but I'm sure it's different number for different entities.

Q. For your 2017 taxes that we see, Exhibit 15 for Colonial Family Practice, who were your tax preparers?

MS. BRYANT: Object to the form.

A. For which one, 15 --

Q. Right.

A. -- or 14?

Q. For Exhibit 15, this is the actual two-year comparison for the S Corp, Colonial Family Practice, LLC. Do you know who prepared the taxes?

A. I do not.

Q. And you indicated the entity is a single person organization. And who is the single person?

A. I believe I am.

Q. Has anyone else ever had that status with Colonial Family Practice, LLC?
A. Yeah, before we were -- when we were doing -- before 2015 transaction, that was our entity that we used. And when we moved into the transaction, we kept it and I remained the -- a single member to keep -- be able to practice medicine in South Carolina, from what I understand. That's the best I can tell you, Shannon.
Q. And we touched on it earlier, but I want to be clear specifically with this document, Exhibit 14, we go down to the bottom of the third page under other expenses, there's just under $21.8 million in management fees. As a single person or single member entity, are the management fees going to you or to --
A. No.
Q. -- some other source?
A. No. This is not the single member LLC. This document 14 is not the single member LLC.
Q. Well, and just to be clear, I'm looking under the CFP column that's on -- it's the second column from the left where it -- because I do agree with you, even though there's CFP up in

the left-hand corner of these document -- this first page of the document, Exhibit 14, it appears to be maybe Family Care Partners, just because there are several practices seemingly listed under the "allocated to" columns. But under the CFP column, there's still that just shy of 21.8 million in management fees. I just want to be clear, you don't know where those are going?

MS. BRYANT: Object to the form.

A. No.

(Plaintiff's Exhibit Numbers 16 and 17 were marked for identification purposes.)

Q. So the next two exhibits relate to board meetings. So I first want to ask about this Exhibit 17. I'll come back to 16. 17 is an email from David Alpern dated April 27, 2017, and the subject says Q1 Board Meeting postponement. It looks to be that you were one of the recipients of the email. Do you recall receiving this document?

A. Yes.

Q. What was your impression upon receiving this document about a Q1 board meeting postponement?

A. I mean, I think I was concerned, but I didn't --

I really was a little naive, to be honest.
Q. And the second paragraph indicates that there still would be a meeting, and it would occur in New York City. Did you participate in the New York City meeting?
A. No.
Q. Were you excluded, or were you invited to attend?
A. I was not invited.
Q. And what was your impression of why?
MS. BRYANT: Object to the form.
A. I don't know.
Q. Did anyone who did attend the New York City meeting communicate to you what transpired there?
A. They might have. I don't remember if they told me.
Q. When meetings were held, board meetings were held, were they typically at a kind of offsite location, or were they held at the medical practices?
A. Offsite.
Q. Was this the only meeting that you were not invited to attend while you were on the board?
A. (Nods head.) Yes. Sorry. Yes.

Q. After receiving this email on April 27, 2017, Exhibit 17, how did you respond to David Alpern, if at all?
A. I don't remember.
Q. Were you and David Alpern having any personal discontent at the time?
A. We had discontent, but I don't remember if it was around April of '17.
Q. What were your different points of view?
A. I just was worried about my company and my baby that I had created. And I was worried about the way it was going, and I was worried about it financially. And so I expressed that to him.
Q. And when you expressed those financial concerns, how did Mr. Alpern respond?
A. We got in some pretty good arguments. I mean, he was defensive and so was I.
Q. And at the time that what you just testified about was occurring, did you memorialize those concerns in any type of written format?
A. I don't remember.
Q. Did you feel that David Alpern was the source of the concerns that you were relaying or some other person or source?
A. Not really, just the whole board, just the whole

-- the whole shooting match.
Q. The people who were identified on the "To" line in this Exhibit 17 --
A. Uh-huh.
Q. -- were they all board members at the time?
A. No.
Q. Which ones were board members at the time?
A. Watson, Piccione, Lowder, Jablon -- I think Jablon was -- Katz, and Kenton.
Q. So Reed, Miller, and Rogus would have been in operational management roles?
A. Correct.
Q. Other than this email during your times in a board capacity, board member capacity, were any other board meetings postponed?
A. I don't remember.
Q. Now segue into Exhibit 16. So the first page is indicative of a kind of caption page for provider meeting September 13, 2017, followed by the accompanying agenda. The next page identifies CMO update, Clay Lowder, MD as one of the agenda bullets?
A. Yes.
Q. Is it accurate that you would have been the CMO at that time?

A. I don't remember the dates of my CMO.
Q. Any reason to dispute that you were CMO at that time?
A. I don't remember when Katz -- Katz was CMO for a time period and I -- as I've said a bunch, I don't remember when he was CMO or when I was.
Q. And when you had agenda items that listed as you providing updates, would you have given updates at that time?
A. Yes.
Q. We look at this third quarter, it's Bates numbered Colonial 3571, Third Quarter 2016 board meeting, it identifies you as being a board member at the time; is that accurate?
A. Yes.
Q. And it has you listed as CMO. Do you believe you were CMO at the time?
A. I believe so.
Q. And we look at the date on here is October 26, 2016, and under the CEO Executive Highlights there's a bullet that's identified as Acquisition Pipeline, K. Rogus. Did Mr. Watson or Mr. Rogus present at this board meeting about acquisition pipeline?
A. That's what it says.

Q. And there's also a bullet that says Provider Recruitment Update. Were there discussions about Dr. Pridgen at this meeting?
A. I don't know.
Q. Were there discussions about Dr. Baker at this meeting?
A. I don't know.
Q. Were the meetings recorded?
A. I don't know.
Q. Did you maintain any notes from the board meetings that you attended?
A. No.
Q. No?
A. No.
Q. And beyond what we see as the agenda, were you given any type of other documents that would show in greater depth the discussion points?
A. I believe at the meeting we were.
Q. So next we look at the Bates number 3572. Identifies as the First Quarter 2017 agenda. Has you listed as a board member. Did you participate in that meeting?
A. I'm sure I did.
Q. And it has Dr. Katz as being listed as the CMO as of this first quarter 2017. So if we look at

least from these agendas, does that jog your memory in terms of the time frame between the third quarter 2016 and the first quarter 2017, that change in CMO?

A. Sounds right.

Q. There is discussion points about acquisition, pipeline, diligence and integration status and other points referenced for the meeting. Was Dr. Pridgen discussed during any of this first quarter 2017 meeting?

A. I don't know.

Q. And though it's kind of going -- sandwiched between our next document is actually the fourth quarter 2016, Bates number 3573. Indicates you're a board member. Did you attend that fourth quarter 2016 meeting?

A. Yes.

Q. Was Dr. Pridgen discussed?

A. I don't know.

Q. I believe I already asked you about the next meeting, but the next page is 3574 and it harkens back to third quarter 2016. Was Dr. Pridgen discussed at that board meeting?

A. I don't know.

Q. And there's a bullet here that says Provider

Recruitment Update, C. Lowder. Do you have notes or documents related to the provider recruitment update that you had for that meeting?

A. No, I don't think so.

Q. Next we have the second quarter 2016 board meeting. Did you attend that meeting?

A. I'm sure I did. It doesn't say, but I'm sure I did.

Q. That actually kind of helps us with 3578, it does have you listed sp --

A. It says that's a call, so it looks like a call.

Q. Okay. It's a telephonic board meeting? Do you remember about how long it was?

A. No.

Q. And if you look on the agenda section under CEO Executive Highlights, page 3578, the last bullet under CEO Executive Highlights states "Physician buy-in recommendation, Dr. Baker." Did Mr. Watson indeed present his recommendation for Dr. Baker buying in at that time?

A. He might have.

Q. Was Dr. Pridgen's buy-in discussed?

A. I don't remember.

Q. Do you have any documents from this board

meeting that occurred in the second quarter 2016?

A. No.

Q. Next is the Q1 2016 board meeting. Indicates that you're an attendee. Did you attend?

A. What's the page number?

Q. I'm looking at 3580.

A. Yes.

Q. Was Dr. Pridgen's buy-in discussed then?

A. I don't know.

Q. And I see the next page, 3581, is a board of directors' signatures for confirmation. Was that something typical of all the meetings or just that one particular one?

A. Don't know.

Q. Next turning to 350 or 3583 and then 84 relates to the leadership team, and it's described as an executive build out, presenter Thomas Watson. Did Mr. Watson present information about the organization chart we see on 3584?

A. I don't know.

Q. Did this org chart go into effect?

A. I don't know.

Q. Do you have any other organizational charts that you maintained?

A. No.
Q. This document indicates that Mr. Watson would be oversight over everyone listed hereunder. Did he ever provide any type of evaluation or feedback to you from a supervisory capacity?
A. No.
Q. Sorry for --
A. Oh. No.
Q. Did he ever provide any type of reprimands to you?
A. No.
Q. Okay. And beyond the board meetings that we see memorialized in the records we've just looked at, were there any other formally planned meetings that were occurring during this 2016-2017 time frame?
A. No.
(Plaintiff's Exhibit Number 18 was marked for identification purposes.)
Q. So this Exhibit 18 is Bates numbered Colonial 477 through 480. Some of the emails we've already looked at in a previous exhibit, but I did want to ask you about if you'll turn to page two, there's an email to you -- or excuse me, from you to David Alpern and copied several

individuals from Colonial Family Practice, and then there is one that is indicated as being from Morgan Lewis. Obviously there's at least it looks like one lawyer who's copied on the email. But are the other recipients on this email not lawyers, as far as you know?

A. I'm sorry, which page are you on? I don't see it.

Q. 478.

A. Page one? Did you say one, confidential one?

Q. Right.

A. Yeah, the rest are not lawyers.

Q. And was Patrick Rehfield representing you or Colonial or one of these entities in a legal capacity at the time?

A. I don't know.

MS. POLVI: And obviously the redaction indicates that counsel believes this to be attorney-client privileged, I believe that's the basis?

MS. BRYANT: We produced a privilege log which --

MS. POLVI: Right.

MS. BRYANT: -- without looking at it, I assume that's what we marked this as, but I don't know off the top of my head.

Q. And without getting into the specific content of

it, I'm just needing -- during your deposition, I need to ask if I need to contest that in terms of whether it is attorney-client privileged or not. So just need to kind of do a work around just to ask you about some general things. Were you intending to seek legal advice when you sent these emails? Specifically the redacted one we see, May 29, 2016, 8:26:29 p.m.?

A. I don't remember.

Q. Why did you copy a lawyer on that particular email?

A. I don't remember.

MS. BRYANT: Object to the form.

Q. And below the one that I just asked you about, there's a series of other redacted emails, appears to be between you and David Alpern and Mr. Watson that continue from the bottom of the bottom email on 478 to 480. A lawyer is not on that communication or the series of communications. Were you seeking legal advice in what those emails include?

MS. BRYANT: Object to the form of the question.

A. I don't remember.

Q. So before I move on from this, just one other follow-up. Other than the first email at the

top of 478, were any other lawyers on those other emails that we see redacted thereafter?

A. I can't even see it. I don't know.

Q. During his deposition, Dr. Katz referenced asking you about getting a copy of Dr. Pridgen's contract. Do you recall that occurring?

A. Please say it again. I'm sorry.

Q. During Dr. Katz's deposition, he testified about asking you for Dr. Pridgen's contract. Do you recall if he asked you for her contract?

A. Yeah.

Q. And what did you do in response to his request?

A. I think I told him corporate had it.

Q. And by corporate, what were you referring to?

A. The corporate structure of Family Care Partners, whoever was in charge of that would have that contract.

Q. And when the transaction happened that Family Care Partners came into existence, how did you facilitate them having possession of documents that were in existence prior to Family Care Partners being in existence?

A. I don't remember.

Q. Well, what led you to believe that they had it and you didn't?

A. Because they had all the documents.
Q. And when did that occur?
A. I guess when we transacted.
Q. And was there like an office space used out of like the Rock Hill area?
A. Fort Mill, yeah.
Q. Fort Mill?
A. Yes.
Q. Was that office space or kind of administrative space in Fort Mill already being used prior to the transaction, or did that come into fruition when this 20- -- December 2015 transaction occurred?
A. Came in after.
Q. Are the records still maintained in Fort Mill, or are they back at Colonial?
A. They're back. They -- we closed that.
Q. When did that occur?
A. I don't remember. I'm sorry.
Q. I want to ask you about follow-up about income that I asked you about earlier. Just wanted to double-check, do you receive any income through like CHANTIX or Pfizer --
A. Oh, yeah.
Q. -- for a speaking engagement?

A. I think I spoke for them once or twice, yeah. Forgot that.
Q. Do you receive any other type of income from like speaking engagements or those related type of Pfizers --
A. I'd like to.
Q. But the answer, yes or no?
A. Oh. Oh --
MS. BRYANT: Do you have an offer for him?
A. Yeah. Not in the past year. I mean --
Q. Okay.
A. -- over the years, yes.
Q. Do you maintain a kind of conversational relationship with those past employments, or is it a one-time shot?
A. Usually it's one time.
Q. Do you contact them or they contact you? Like, for instance, Pfizer?
A. They contacted me.
Q. And my understanding is there's some kind of million dollar Medicare fine in place; are you aware of that? Is there any type of --
A. No.
Q. -- government fine that has hit like the bottom line of the practice?

A. Government fine? Can you get more specific on that?
Q. As in you've had to pay additional other than normal taxes, the practice has had to pay some kind of money to the government?
A. No. We did a self-report as part of the transaction, and Medicare has a program where you can self-report and we -- but we didn't have to pay money. They have to evaluate as you send in what you did and you kind of explain it. And they decide if you owe them money or not, but we haven't. We have not owed them money.
Q. Okay. And when did this self-report occur?
A. I don't know, early in the deal either end of '15 or first of '16, if I'm thinking right.
Q. And that has not impacted your income as a partner in any way?
A. No.
Q. Okay. Home stretch. I've got to ask you a couple things about your background that I haven't asked you yet. So let's get into that real quick.
A. All right.
Q. Your current address?
A. Home address?

Q. Yes.
A. 7769 Saint Charles Road, Mayesville, M-A-Y-E-S, 29104.
Q. And how long have you resided there?
A. I don't know.
Q. Long time?
A. Fifteen maybe, 15 years maybe. My wife would kill me.
Q. And your date of birth?
A. 1/1/67.
Q. And your spouse's name?
A. Kelliegh.
Q. With an I or a Y?
A. K-E-L-L-I-E-G-H.
Q. Oh, very different. Okay. That's the first one. I've never heard -- seen --
A. Long story.
Q. Fair enough.
A. I before E is what they thought.
Q. And does she go by the same last name as you?
A. Yes.
Q. And what's her maiden name?
A. Waynick, W-A-Y-N-I-C-K.
Q. Do you have any other relatives over the age of 18 in South Carolina?

A. Relatives?
Q. Yes. By blood or marriage?
A. Yes.
Q. And what are their last names? Last names?
A. Relatives?
Q. Yeah. The purpose of it is for jury purposes. If we were to go to trial, I want to make sure none of your family ends up on the jury?
A. Lowder, Waynick, Lowder.
Q. Any other by marriage, you know, people change their name, that kind of thing?
A. Not that I can think of.
Q. What's your wife's occupation?
A. I guess she's real estate. She's in real estate, and she's a farm manager.
Q. And I think I've got your CDV already in production; is that accurate, to the best of your knowledge?
A. What's a CDV?
Q. Resume?
A. Oh. I don't know which one you got.
Q. I've got it here somewhere, but fair to say that if you provided it to your counsel, is that the one that you believe to be the most accurate?
A. I think, yeah.

Q. Okay. Have you ever been arrested?
A. No.
Q. Have you ever been treated for alcohol or drug abuse?
A. No.
Q. Have you ever been treated for mental illness?
A. No.
Q. Have you ever filed for bankruptcy?
A. No.
Q. And other than this suit and the malpractice suit, have you ever been named as a defendant in any other lawsuit?
A. Yes.
Q. And what were those circumstances?
A. Dr. Whaley and I had purchased the building next store to the mother ship, is what we call it, the big one. And the group that we purchased it from agreed to rent it from us for six months.
Q. Uh-huh.
A. They didn't pay us. They didn't sue us. We sued them, I'm sorry. I messed that all up. And we ended up suing them over it. I was thinking they sued me.
Q. Fair enough.
A. I'm sorry.

Q. My next question was going to be if you were a plaintiff so --
A. Yeah, so -- yeah.
Q. -- that one can -- let's stay on that though for now as the -- that suit, did you bring it as a plaintiff or the entity as a plaintiff or both?
A. I don't remember.
Q. When was that action?
A. I don't remember.
Q. Was that early on in the Colonial Family Practice existence?
A. It was probably in the 2000s, 2005 or something like that.
Q. How did that case resolve?
A. We won. We won and they paid us.
Q. Was it through an award or a settlement or agreement of some sort?
A. It was like a small claims court like three jurors maybe; does that sound right?
Q. Okay. So any other ones in which you've been a named defendant?
A. No.
Q. And any other that you have been a plaintiff?
A. No.
Q. How many times have you testified in a court

room?
A. I think that was the only time.
Q. And that would be the building related case?
A. Uh-huh.
Q. During your professional career, have you ever been disciplined in any type of way by an employer?
A. No.
Q. Have you ever been terminated from a job?
A. No.
Q. I think I asked about your spouse, but do you have any children?
A. Yeah.
Q. And are any of them over the age of 18?
A. Yes.
Q. How many?
A. Three.
Q. And what are their names?
A. Clayton Lowder, Coker Lowder, C-O-K-E-R, and Liza Lowder, L-I-Z-A.
Q. Do they reside in South Carolina?
A. Yes.
Q. And are any of them married?
A. No.
Q. Do any of them have any significant others of

any materialness that you've actually met them?
A. Yeah, two out of the three of them do.
Q. And what are their names? Or just last names even is fine, if you know?
A. Golly. Stukes, S-T-U-K-E-S, Stukes, and then Meyers, M-E-Y-E-R-S.
Q. And what are their -- your children, what are their professions?
A. Clemson.
Q. All three?
A. All three.
Q. Okay. Your family bleeds the orange and purple.
A. I know.
Q. Okay. Have you ever verbalized to anyone that you did not want a female to be a partner of a practice where --
A. Absolutely not.
Q. -- you're a managing partner?
A. Absolutely not.
Q. To the extent of the time period 20 -- 2002, I guess, the start of Colonial Family Practice to the present, has anyone else at the practice that is female accused the practice of treating females differently than males?
A. Not that I recall.

Q. And other than Dr. Pridgen and the person we've identified as Jeremy, has anyone else filed what's called a charge of discrimination with either the Equal Employment Opportunity Commission or the South Carolina Human Affairs Commission?

A. I don't think so.

Q. And have you participated in any type of Equal Employment Opportunity training or conferences, things of that sort?

A. No.

Q. Okay. Let's take a brief break. We're at the home stretch.

(Break from 5:51 p.m. until 6:08 p.m.)

(Mr. Hartzog joined the deposition.)

BY MS. POLVI:

Q. So when Dr. Pridgen joined the practice, you expressed joy and excitement for her joining the practice, right?

A. Yes.

Q. Did that opinion ever change?

A. No.

Q. And as inducement for Dr. Pridgen to merge her solo practice with Colonial, do you recall promising that you would shorten the employment

time to 18 months for --

A. The employment time for what?

Q. For her to become partner.

A. No.

Q. And do you recall relaying that in front of Dr. Pridgen and Lissa Lara?

A. No.

Q. Is it fair to say that other than yourself when you started the practice, after you, Dr. Pridgen was the doctor or physician bringing in the most patients with her to join the practice?

A. I'd have to study that.

Q. Fair. Well, if I changed the question to say that Dr. Pridgen brought a large volume of patients with her to join the practice, would that be fair?

A. No.

Q. And if it would require study for you to say whether she brought the most patients after yourself, would it be fair to say that at least she was in the upper average of who joined the practice bringing patients?

A. Yes.

Q. Did any of the other physicians bring medical equipment with them when they joined the

practice?

A. Yes.

Q. Would you say that that was something that most did or just some?

A. Some.

Q. Would you agree that that would be kind of the minority of the physicians that brought equipment with them when they joined the practice?

A. Yes.

MS. POLVI: Okay. Those are all my questions. Counsel might have questions.

MS. DUNLAP: Yes.

EXAMINATION

BY MS. DUNLAP:

Q. Okay. Dr. Lowder, as you know, my name is Jenni Dunlap. I represent Dr. Katz in this lawsuit, and I do have some questions for you. Did you know Dr. Katz before he joined the board of Family Care Partners Holdings?

A. No.

Q. Okay. And did Dr. Katz have any involvement with your practice group Colonial prior to either the transaction or at any time before he joined the board of Family Care Practice

Holdings?

A. No.

Q. All right. Dr. Katz testified that he was offered -- he was offered the opportunity to join the board of Family Care Partners Holdings in May of 2016; would you dispute that?

A. No.

Q. Dr. Katz testified that he accepted the board position in June of 2016; would you dispute that?

A. No.

Q. Dr. Katz testified that really his duties, although he accepted in June of 2016, his duties didn't start until sometime thereafter; would you dispute that?

A. No.

Q. Dr. Katz testified that he attended only three board meetings as a board member. He testified he attended one in mid-July of 2016; one in October of 2016; and one in January of 2017; would you dispute that?

A. No.

Q. Dr. Katz testified that he started in the CMO role in February of 2017; would you dispute that?

A. I doubt it, no.
Q. Okay. Do you know whether Dr. -- well, Dr. Katz testified that he -- it was his understanding he was no longer on the board when he became CMO in February of 2017; do you dispute that?
A. I have no idea.
Q. Okay. There's been -- you've testified I think earlier I think when you were answering a question by -- questions by Dr. Pridgen's counsel that -- she asked you who was on the board immediately prior to the dissolution of Family Care Partners, and I think you testified that Dr. Katz was one of the individuals on the board immediately before the dissolution. Do you recall Dr. Katz being terminated or leaving Family Care -- I'm just calling it Family Care Partners for short term -- do you recall him leaving the Family Care Partners group sometime in August of 2017?
A. I don't remember.
Q. Would you dispute that if the records reflect that and Dr. Katz testified to that?
A. No.
Q. Is it your understanding that decisions about partnership or becoming a shareholder in Family

Care Partners was to be made at the board level?
A. Yes.
Q. And was to be made at the board level?
A. Yes.
Q. In any conversations -- well, you testified that you had some conversations with Dr. Katz about Dr. Pridgen and her partnership. And then you described that Dr. Katz asked you for -- if you knew where Dr. Pridgen's contract was and there was some discussion about that. Do you recall that testimony?
A. Yes.
Q. Do you have any other recollection of conversations with Dr. Katz about Dr. Pridgen with respect to a partnership decision or shareholder decision?
A. I don't recall.
Q. Okay. So no specific recollection on that?
A. Not really.
Q. Okay. Were you at all involved when Family Care Partners was in the process of acquiring practice groups?
A. Yes.
Q. And did you acquire practice groups during that time knowing that they had female partners who

would be partners of Family Practice group once they joined?

A. Yes.

Q. I believe you testified to this, but I just want to confirm. Am I correct in my understanding that it was not the CMO's role to make partner recommendations?

A. I guess that's what I felt, yes.

Q. And would you feel the same way with respect to the time that Dr. Katz was CMO? Did you -- let me ask it a different way. Did you feel that it was his role to make partner recommendations?

A. I did not.

Q. Did Dr. Katz ever tell you that he made any promises to Dr. Pridgen about her partnership?

A. No.

Q. Did Dr. Pridgen ever tell you that Dr. Katz made any promises to her about her partnership?

A. I don't remember.

Q. Did Dr. Katz ever tell you, did Dr. Prigden ever tell you, or are you aware at all of any promises or agreements made by Dr. Katz with respect to Dr. Pridgen and partnership?

MS. POLVI: Object to the form.

Q. You want me to ask it -- I can ask it again.

Are you aware of any agreements between Dr. Katz and Dr. Pridgen regarding her partnership?

A. No.

Q. Did Dr. Katz stand in the way of Dr. Pridgen becoming partner?

A. No.

Q. With respect to Exhibit 1, which is Dr. Pridgen's employment agreement dated June 11, 2013, Dr. Katz was not a party to that agreement, correct?

A. Correct.

Q. And Dr. Katz had no involvement in that agreement, correct?

A. I'm not sure what you're asking.

Q. Like in the negotiations of that agreement.

A. No.

Q. In fact, you did not even know Dr. Katz at the time that agreement was signed, correct?

A. Correct.

Q. All right. There's been some talk about this patient number threshold, 500, 550; do you recall that testimony?

A. Yes.

Q. Dr. Katz testified that Paul Miller told him, and possibly also Tom Watson told him that the

threshold number was 550. Do you have any reason to dispute that?

A. No.

Q. Do you have any reason to believe that Dr. Katz made that number up himself?

A. No.

Q. If Dr. Katz told Dr. Pridgen that he heard that -- he learned that the threshold number was 550, would that be a lie?

A. Please say that again.

Q. Yeah. If Dr. Katz were to tell Dr. Pridgen in, I guess, the spring of 2017 that the threshold number was 550, would that be correct?

MS. POLVI: Object to the form, but you can still answer.

A. Yes.

Q. When asked about some of the, I guess, conversations you had with Tom Watson and Dr. Katz regarding Dr. Pridgen and her partnership, I think you testified that there was -- that you would -- you had informed Dr. Katz and Tom Watson of Dr. Pridgen's desire; is that correct?

A. Yes.

Q. And was it your understanding that Dr. Katz was to develop some official set of objective

criteria for consideration for partnership?
MS. POLVI: Object to the form.
A. Him and Tom were.
Q. Okay.
A. As far as I know.
Q. Do you know whether that criteria was ever implemented or voted on by the board?
A. No.
Q. No, you don't know?
A. I don't think it was.
Q. You don't think it was. Okay. Is it your understanding that the board would have to approve that set of criteria for it to be applied?
A. I didn't know.
Q. Okay. Do you contend that -- did you ever see the criteria that Dr. Katz proposed to Tom Watson with respect to partnership consideration?
A. I believe I did, yeah.
Q. Do you contend that Dr. Katz intentionally delayed providing that criteria?
A. No.
Q. We've seen a document, an email from Dave Alpern where he is cancelling or postponing a board

meeting I think in April of 2017; do you recall that document?

A. Yes.

Q. I have the exhibit number. Do you know whether there was ever a board meeting held between that April email and August of 2017?

A. I don't think so.

Q. Was Dr. Katz ever present -- strike that. Were complaints about physicians or allegations of malpractice about physicians something that was to be considered in whether or not that physician would be eligible for partnership?

A. I vaguely remember a sentence about that and an email about that, but it never -- I don't think it ever surfaced.

Q. Okay. All right. That's all I have.

MR. LEHRER: Yes, I have a few questions.

EXAMINATION

BY MR. LEHRER:

Q. We've established I think through your testimony that after the transaction with Varsity the only partnership available to physicians such as Dr. Pridgen was in Family Care Partners Holdings, is that correct to your knowledge?

A. Correct.

Q. And I think you've testified -- I'm just going to lead a little bit because I think it's -- I'm just summarizing your testimony, that to get into partnership in that entity, the board of Family Care Partner Holdings had to vote on that person to be a partner; is that correct?

A. I believe so.

Q. Okay. And so would you agree that because of that, board members in that Family Care Partners Holdings, which we'll call that the board, okay, that they would have to be involved in discussions about partnership criteria and individuals who would be available for partnership, correct?

A. Yes.

Q. Do you have any reason to believe that any board member acted outside of their capacity as a board member in being involved in those decisions?

A. No.

Q. And so, for example, we looked at some of the exhibits, specifically, you know, Exhibit 9 there were a lot of emails about partnership criteria and Dave Alpern was on those emails; do you remember that?

A. Yes.
Q. Do you have any reason to believe that his communications about partnership were anything other than through his role as chairman of the board of Family Care Partners Holdings?
A. No.
MS. POLVI: Object to the form.
THE WITNESS: Oh, sorry.
MS. POLVI: Sorry, it's --
THE WITNESS: No.
Q. Okay. And you don't have any information of Dave Alpern acting outside of his scope as chairman of the board?
A. No.
Q. Okay. And the same would be with Michael Jablon, to the extent he was -- when he was on the board, you don't have any information, or do you have any information that he acted outside of the scope of his capacity as a board member?
A. I don't think Mike was a board member but --
Q. Well, if we look just back for clarification at Exhibit 16, you know just going to the -- really the second page there, it's 3571, he's listed as a board member on 3571, correct?
A. He is listed.

Q. Yeah, and he's listed --
A. Maybe he was.
Q. -- as a board member on 3572 and 3573?
A. Okay.
Q. And 3574. So at least according to these -- all of the documents, actually, that have the board members listed in Exhibit 16 have him listed as a board member, correct?
A. Okay. Well maybe he was.
Q. Okay. So to the extent he was a board member, do you have any reason to believe he acted outside of his capacity as a board member in any involvement in discussing or voting on partnership?
A. No.
Q. Okay. Are you aware of any communication between Dr. Pridgen and any Varsity individual, such as Dave Alpern or Michael Jablon, are you aware of any communications that they had directly?
A. No.
Q. Did you ever -- did you ever direct Dr. Pridgen that she needed to go speak to any of those individuals about her partnership?
A. No.

Q. If you wouldn't mind pulling out Exhibit 9 for me and turn it to page 59.
A. All right.
Q. And you see that email at the bottom, you were asked a lot of questions by Ms. Polvi about this physician buy-in criteria, correct?
A. Correct.
Q. And how this particular email didn't separate out a specialist; do you remember that?
A. Yes.
Q. Okay. And so if you go up the email string here to the top one, it looks like, you know, Tom Watson sends the first email with the criteria and then David Alpern responds in the email above, and basically you can read his response, but his response is in summary to say well, there's got to be some value put on the 550; you can't just say 550. It has to reach a certain value. Is that -- is that an accurate summary?
MS. POLVI: Object to the form.
A. Yes.
Q. And for him it said, you know, at least -- you at least want to have a total collections target of a million dollars; you see that?
A. Yes.

Q. Okay. And then if you'll turn back, you know, kind of going back to that page 58 where that email string continues, then Tom Watson responds to Dave Alpern's, you know, value email and that's when you -- you it appears are first copied on this email string; do you see that?
A. Yes.
Q. Okay. And Mr. Watson says, you know, he appreciates the information, and then he basically says, and I'm going to summarize, but in that last paragraph he says he thinks we ought to stick to the 550; you see that?
A. Yes.
Q. But then if you go down to the last sentence, he says, "Also, some service lines like neuro." Would he be referring to neurologists there?
MS. POLVI: Object to the form.
Q. To your best of your knowledge?
A. Yes.
Q. Is that how you would have understood a reference to neuro?
A. Yes.
Q. Okay. Also, he says, "Also some service lines like neuro have lower volumes but I think are profitable enough to justify an equity stake";

you see that?
A. I do.
Q. Is that your understand of that there was going to be a separate criteria for specialists?
MS. POLVI: Object to the form.
A. Correct.
Q. That is your understanding?
A. That is.
Q. Okay. And is it your understanding that a different criteria was used in terms of voting on Dr. Baker to be a partner?
A. Yes.
Q. And then where Mr. Watson says that for the others the 550 level should be -- that we should stick to that. Are you aware of whether the 550 number was communicated to Dr. Pridgen?
A. I know it was.
Q. Okay. You did get some questions on physician discipline, and if you recall, disciplining other physicians. Would you agree that personnel files of physicians would more accurately reflect any discipline over your memory here today?
A. Correct.
Q. Okay. Nothing further.

MS. DUNLAP: Can I ask just one more before if you've got redirect?

MS. POLVI: I don't have a problem with that. Go ahead.

MS. DUNLAP: Okay. Thank you.

REEXAMINATION

BY MS. DUNLAP:

Q. Okay. Dr. Lowder, with respect to Dr. Katz, are you aware of him taking any actions with respect to Dr. Pridgen or Dr. Pridgen and potential partnership that would have been outside the course and scope of his authority as either a board member or as chief medical officer?

A. No.

MS. POLVI: Object to the form.

MS. DUNLAP: Thanks.

THE WITNESS: No.

MS. BRYANT: I just have a quick question.

EXAMINATION

BY MS. BRYANT:

Q. With respect to the communications that we've been talking about today, would you have been acting in an individual or an official capacity with respect to those communications?

A. Official.

Q. And what official capacity do you consider that to be?
A. Can you rephrase? I mean what do you --
Q. Tell me what official capacities you've had when you answer that.
A. You mean when I was communicating with Dr. Pridgen --
Q. Yes.
A. -- or before or after or --
Q. With Dr. Pridgen.
A. I mean, that's what I didn't know is I don't know my official title, but I guess you could say I was president of Colonial.
Q. Do you feel like your communications with Dr. Pridgen fell within the scope of your official capacity, whatever that may be?
A. Yes.
Q. Do you ever view, or do you view any of your actions as being outside of your official capacity in any way?
A. No.
Q. I don't have any further questions.

REEXAMINATION

BY MS. POLVI:

Q. With regard to the scope questions that you just

were asked by your counsel, do you understand within the claims of this case that Dr. Pridgen's also alleged that you acted outside of the scope in terms of being named individually in this case?

A. No.

Q. And do you have any personal legal knowledge to identify what is within the individual capacity or official capacity of someone in terms of tort allegations?

MS. DUNLAP: Object to the form.

Q. Do you have any legal training of what is or isn't within or outside of the scope of official duties?

A. Legal training?

Q. Yes.

A. What do you mean by that?

Q. Have you ever gone to law school or another type of legal seminar that teaches about what the difference is between inside the scope and outside the scope of official duty?

A. No.

Q. Okay. And I think it's pretty clear from earlier testimony, but I do want to make sure it is clear on the record, there was never a vote

by any board entity to adopt criteria for partner or stakeholder buy-in --

A. Not that I --

Q. -- that you were present at?

A. Not that I recall.

Q. Okay. Those are all my questions.

MS. BRYANT: Okay. I just want to put one thing on the record. There have been a number of exhibits that have been used during the deposition which have been marked confidential I believe for the most part by my clients. There are also a few of the exhibits that were introduced that aren't marked confidential that came from a native document which was marked confidential, to the best of my knowledge, and I would like to designate those exhibits and any testimony regarding those exhibits as confidential. By my notes, those exhibits include 3, 4, 5, 6, 7, 8, 9, 14, 15, 16, 17, and 18. I would also like to designate as confidential any of the testimony by Dr. Lowder with respect to his personal income from any of the entities at issue in this case or any outside sources, as well as the sources of that stream of income. I put this on the record at

the start of the deposition, but Dr. Pridgen's husband has been present for this deposition. Opposing counsel and Dr. Pridgen's husband have done a good job of exiting the room when I've asked. To the extent there has been any confidential testimony in this deposition for which Dr. Pridgen's husband was present, it is not my client's intention to waive any of the designations as confidential. And so there may have been moments when we didn't catch things or perhaps I didn't ask him to leave, but we do not intend for those instances to be deemed a waiver. I think that's all I have for the record.

MS. POLVI: Anything further? We're concluded for the day.

(There being nothing further, the deposition concluded at 6:38 p.m.)

SIGNATURE

I have read the foregoing deposition, and confirm that it is a true and accurate transcript of my testimony. Any errors I may have noticed have been listed below and returned to the court reporter for checking against her recording.

_____
Clay Lowder, M.D.

Date:_____

Page	Line	Correction	Reason for Change

RE: Pridgen v. Colonial et al.

CERTIFICATE

Be it known that I, Andrea R. Taylor, do hereby certify that CLAY LOWDER, M.D., appeared before me and that I took the foregoing deposition at the time and place aforesaid by means of stenomask with backup; that I was then and there a notary public in and for the State of South Carolina and that by virtue thereof, I was duly authorized to administer an oath; and that the witness was by me first duly sworn to testify to the truth, the whole truth, and nothing but the truth.

I further certify that the foregoing transcript represents a true, accurate, and complete transcript of said deposition. This transcript may contain quoted material; said material is transcribed as read or quoted by the speaker.

I further certify that the witness was given an opportunity to read and correct said deposition and to subscribe the same. Should the signature of the witness not be affixed to the deposition, the witness shall not have availed himself of the opportunity to sign or the signature has been waived.

I further certify that I am neither employed by nor related to any of the parties in this matter nor their counsel; nor do I have any interest, financial or otherwise, in the outcome of this action.

Witness my hand and seal this 19th day of June, 2019.

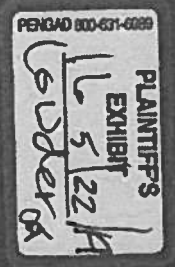
Andrea R. Taylor

Andrea R. Taylor
Notary Public for South Carolina
My Commission Expires:
2/18/2024

COLONIAL HEALTHCARE / FAMILY CARE PARTNERS

FULL PROVIDER MEETING

SEPTEMBER 13, 2017



0719

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AGENDA

- **Corporate Update** – Steve Boyd, CEO, Family Care Partners
- **Financial Review** – Mark Daddato, CFO, Family Care Partners
- **Operational / Organizational Overview**- Kevin Rogus, COO and Directo
  Business Development, Family Care Partners
- **Quality Measures Update** – Jason Leonard, MD, FAAFP
- **CMO Update** – Clay Lowder, MD
- **IT Update** – Rob Geraghty
- **Clinical Update** – Jason Leonard, MD, FAAFP
- **Open Discussion**

0720

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Family Care Partners

AGENDA Board of Directors Meeting
Third Quarter 2016
Wednesday, October 26, 2016
ADD IN TIMES AND LOCATION HERE

Chairman: David Alpern

Board Members: David Alpern, Steven Bressler, Dr. Gary Katz, Michael Jablon, Dr. Clayton Lowder, Ronald Piccione, Kenton Rosenberry, and Thomas Watson

Guests: Edmund McFadden, Paul Miller, Edward Motherway & Kevin Rogus

Agenda	Topic Leader
❖ Call to Order & Meeting Agenda	David Alpern, Chairman
❖ Review & Approval of Q2 Board Meeting Minutes	Michael Jablon
❖ CEO Executive Highlights • Executive Leadership Team (ELT) – CIO Hire • Acquisition Pipeline (K. Rogus) • Padgett Integration Plan Status (E. Motherway) • Columbia De Novo Setup Status (E. Motherway) • Provider Recruitment Update • Clinical Research JV • ACO Preparedness (P. Miller) • Payor Contracting Initiative	Thomas Watson, CEO
❖ EMR Future State Recommendation	Edmund McFadden
❖ CMO Dashboard & Clinical Management Review	Dr. Clayton Lowder, CMO
❖ Compliance & Legal	Edward Motherway
❖ Quarterly Financial Review, Q3 Results	Paul Miller, CFO
❖ 2016 Financial Forecast	Paul Miller, CFO
❖ Adjournment	David Alpern, Chairman

ADD IN HERE A NOTE ABOUT THE DINNER MEETING THE NIGHT BEFORE, AND THE LOCATION AND TIME

Family Care Partners

Date: Tuesday, May 9, 2017
Time: 9:00 am – 3:00 pm
Mtg Room: TBD
Location: TBD
Phone: 843-790-4602
Conf ID 7858818#

AGENDA
Board of Directors Meeting
First Quarter 2017

Chairman: David Alpern

Board Members: David Alpern, Michael Jablon, Dr. Clayton Lowder, Ronald Piccione, Kenton Rosenberry, and Thomas Watson

Guests: Dr. Gary Katz, Edmund McFadden, Paul Miller, Edward Motherway & Kevin Rogus

Agenda	Topic Leader
Call to Order & Meeting Agenda	David Alpern, Chairman
Review & Approval of Q4 Board Meeting Minutes	Michael Jablon
CEO Executive Highlights	Thomas Watson, CEO
Acquisitions o Pipeline o Diligence & Integrations Status	Kevin Rogus, VP Corp. Dev. Ed Motherway, COO
Provider Recruitment Update	Dr. Gary Katz, CMO
Clinical Management Review	Dr. Gary Katz, CMO
Technology Project Plan (Incl. EMR Conversion Plan)	Edmund McFadden, CIO
Compliance & Legal	Edward Motherway, COO Special Guest: D. Hall
Quarterly Financial Review, Q1 Results	Paul Miller, CFO
De Novo Analysis	Paul Miller, CFO
Adjournment	David Alpern, Chairman

NOTE: There will be a dinner the evening of Monday, May 8th at 7:00 pm – location TBD

ELECTRONICALLY FILED - 2019 Aug 30 12:05 PM - RICHLAND - COMMON PLEAS - CASE#2018CP4002545

Family Care Partners

AGENDA Board of Directors Meeting
Fourth Quarter 2016
Tuesday, January 31, 2016
Time: 9:00 am – 3:00 pm
Location Charlotte, NC
Address to follow

Chairman: David Alpern

Board Members: David Alpern, Steven Dr. Gary Katz, Michael Jablon, Dr. Clayton Lowder, Ronald Piccione, Kenton Rosenberry, and Thomas Watson

Guests: Edmund McFadden, Paul Miller, Edward Motherway & Kevin Rogus

Agenda	Topic Leader
Call to Order & Meeting Agenda	David Alpern, Chairman
Review & Approval of Q4 Board Meeting Minutes	Michael Jablon
CEO Executive Highlights	Thomas Watson, CEO
Acquisitions o Pipeline o Diligence & Integrations Status	Kevin Rogus, VP Corp. Dev. Ed Motherway, COO
Provider Recruitment Update	Thomas Watson, CEO
CMO Dashboard & Clinical Management Review	Dr. Clayton Lowder, CMO
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Technology Project Plan	Edmund McFadden, CIO
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Adjournment (of full board)	David Alpern, Chairman
Special Session (CEO Bonus Recommendations)	Compensation Cmmt.

Note: The evening of Tuesday, January 30th at _____pm dinner reservations have been made at _____, located at _____

ELECTRONICALLY FILED - 2019 Aug 30 12:05 PM - RICHLAND - COMMON PLEAS - CASE#2018CP4002545

Family Care Partners

Date: Wednesday, October 26, 2016
Time: 9:00 am – 3:00 pm
Mtg Room: The Maple 221

Phone: (704) 377-0400
Location: Omni Charlotte Hotel
132 E Trade Street
Charlotte, NC 28202

AGENDA
Board of Directors Meeting
Third Quarter 2016

Chairman: David Alpern

Board Members: David Alpern, Steven Bressler, Dr. Gary Katz, Michael Jablon, Dr. Clayton Lowder, Ronald Piccione, Kenton Rosenberry, and Thomas Watson

Guests: Edmund McFadden, Paul Miller, Edward Motherway & Kevin Rogus

❖ Call to Order	David Alpern, Chairman
❖ Review & Approval of Q2 Board Meeting Minutes	Michael Jablon
❖ CEO Executive Highlights • Executive Leadership Team (ELT) – CIO Hire • Acquisition Pipeline (K. Rogus) • Padgett Integration Plan Status (E. Motherway) • Real Estate Update – Including De Novo Status (E. Motherway) • Provider Recruitment Update (C. Lowder) • Clinical Research JV • ACO Preparedness (P. Miller) • Payor Contracting Initiative	Thomas Watson, CEO
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❖ CMO Dashboard & Clinical Management Review	Dr. Clayton Lowder, CMO
❖ Compliance & Legal	Edward Motherway, COO
❖ Quarterly Financial Review, Q3 Results	Paul Miller, CFO
❖ 2016 Financial Forecast	Paul Miller, CFO
❖ Adjournment	David Alpern, Chairman

Note: The evening of Tuesday, October 25th at 7:00 pm dinner reservations have been made at The Capital Grille, 201 N Tryon St, Charlotte, NC 28202

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Family Care Partners Holding, LLC

Board of Directors Meeting

Second Quarter 2016

Friday, July 22nd

Call vs In-Person Meeting

843-790-4602 Pass Code 7858818

10am – 5pm ET

ELECTRONICALLY FILED - 2019 Aug 30 12:05 PM - RICHLAND - COMMON PLEAS - CASE#2018CP4002545

Family Care Partners

Table of Contents
Second Quarter 2016 Board of Directors Meeting
July 22, 2016 10am – 5pm ET; Call vs In-Person Meeting

Sections

I. Call to Order & Meeting Agenda

II. Review of Q1 Board Meeting Minutes
- Introduction of Dr. Gary Katz (Joining Call at 11:30am)

III. CEO Executive Highlights
- Executive Leadership Team (ELT) Build-out
- Corporate Development - Acquisition Pipeline
- IndeDoc Conference Highlights
- Integration Plan
- Real Estate (first de novo setup)
- ACO Filing Status
- Information Technology Roadmap
- Provider Recruitment Update
- Physician Buy-in Recommendation (Dr. Baker)

IV. CMO Dashboard & Clinical Management Review

V. Compliance Training Session Debrief

VI. Quarterly Financial Review, Q2 Results

VII. 2016 Financial Forecast

VIII. Appendix

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Family Care Partners

I. Call to Order & Meeting Agenda

ELECTRONICALLY FILED - 2019 Aug 30 12:05 PM - RICHLAND - COMMON PLEAS - CASE#2018CP4002545

Family Care Partners

Second Quarter 2016 Board of Directors Meeting
July 22, 2016 10am – 5pm ET; Call vs In-Person Meeting
Conference Call Dial-In: **843-790-4602**
Attendee Pin: **7858818** Meeting Organizer - Tom

Chairman: David Alpern

Board Members: David Alpern, Steven Bressler, Dr. Gary Katz, Michael Jablon, Dr. Clayton Lowder, Ronald Piccione, Kenton Rosenberry, and Thomas Watson

Guests: Paul Miller & Kevin Rogus

Agenda	Topic Leader
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❖ CMO Dashboard & Clinical Management Review	Dr. Clayton Lowder, CMO
❖ Compliance Training Session Debrief	Dr. Gary Katz
❖ Quarterly Financial Review, Q2 Results	Paul Miller, CFO
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❖ Adjournment	David Alpern, Chairman

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Family Care Partners

II. Review of Q1 Board Meeting Minutes

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FAMILY CARE PARTENRS, LLC
BOARD OF DIRECTORS' MEETING dated 5/4/2016

Attendees:

- Dave Alpern – Chairman of Board
- Tom Watson – CEO, Board Member
- Clay Lowder – CMO, Board Member
- Kenton Rosenberry – Board Member
- Michael Jablon – Board Member
- Steven Bressler – Board Member
- Ron Piccione – Board Member
- Paul Miller – CFO, Non-Board Member

Minutes as Transcribed by Michael Jablon, Secretary:

- Dave Alpern called the meeting to order.
- Tom Watson gave an update on the first 90 days, including the topics of corporate development/acquisitions, recruitment, marketing, IT, insurance/benefits and compliance
- Clay Lowder provided clinical update.
- Paul Miller provided financial update and presented the 2016 budget.

(Signature Page to Follow)

CONFIDENTIAL Colonial 003580

Board of Director's Signatures for Confirmation:

By:_____
Name: Dave Alpern, Chairman of the Board

By:_____
Name: Tom Watson

By:_____
Name: Clay Lowder

By:_____
Name: Kenton Rosenberry

By:_____
Name: Michael Jablon

By:_____
Name: Steven Bressler

By:_____
Name: Ron Piccione

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ELECTRONICALLY FILED - 2019 Aug 30 12:05 PM - RICHLAND - COMMON PLEAS - CASE#2018CP4002545

Family Care Partners

We are Pleased to Introduce and Welcome Dr. Gary Katz:

Gary Katz is an Emergency Physician bringing over two decades of experience in health care. He trained in Toledo at the Medical College of Ohio and completed residency in Akron. He has practiced as faculty to Eastern Virginia Medical School and The Ohio State University, where he also served on the board of directors of OSU Physicians. He is a Fellow of the American College of Emergency Physicians and earned his MBA from Fisher College of Business at The Ohio State University.

Dr. Katz has extensive experience in leadership development programming, medical documentation compliance, and physician management. He developed the ACEP Ohio physician leadership training program which has trained physicians to be medical directors and physician advocates throughout Ohio. He is also a nationally recognized speaker on the topic of documentation, having been a guest lecturer from Tennessee to Hawaii.

Finally, he currently works as a Section Medical Officer for Schumacher Clinical Partners. This national physician management company specializes in EM and HM medicine; Dr. Katz oversees 40 hospital relationships from Bay St. Louis, Mississippi to St. Louis, Missouri. Gary resides in Dublin, Ohio with his wife, Teresa, and four children.

Family Care Partners

Executive Leadership Team (ELT) Build-Out

Presenter Thomas Watson

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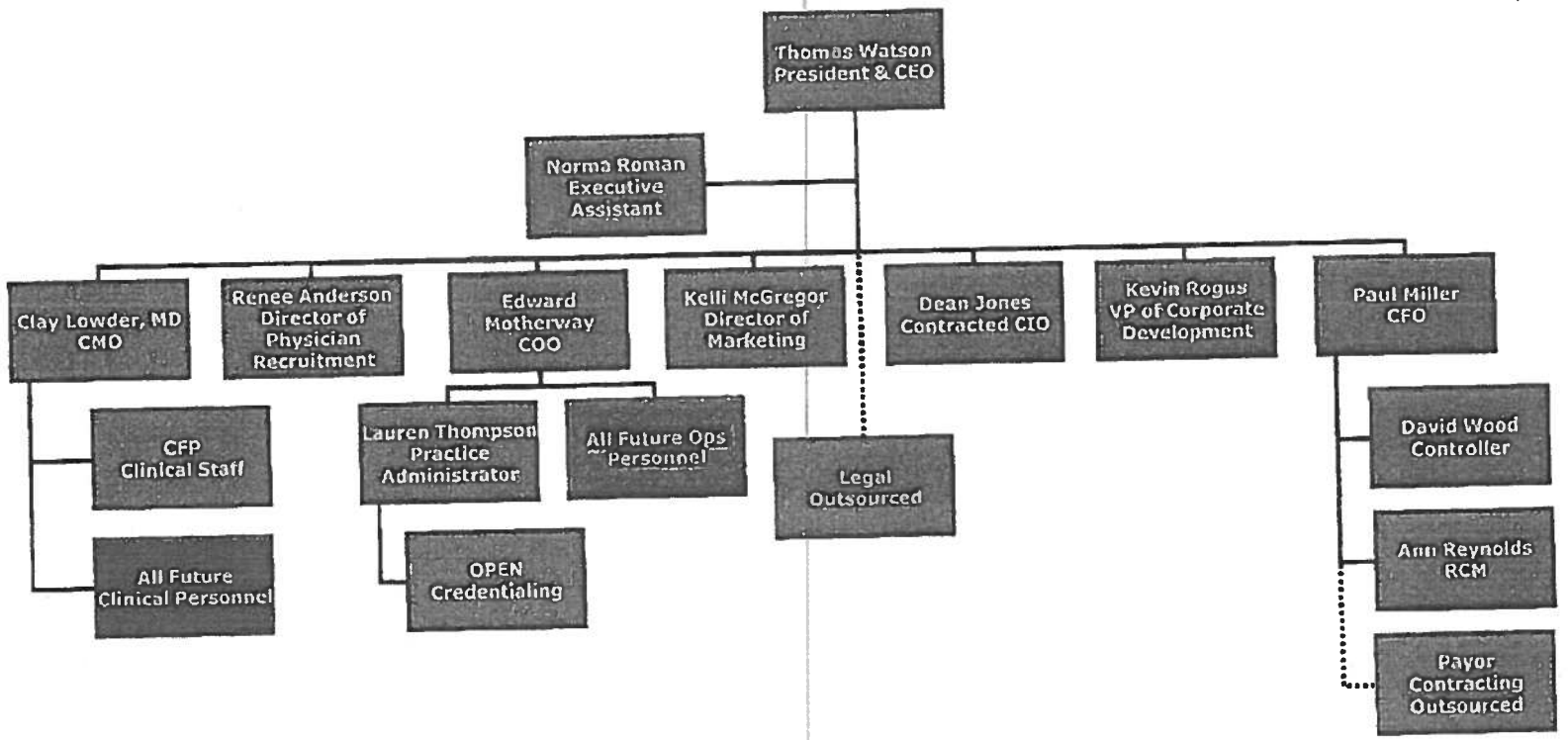
Family Care Partners Holdings, LLC.

Executive Leadership Team (ELT)

Color Legend:
- Colonial Family Practice P
- Family Care Partners Management



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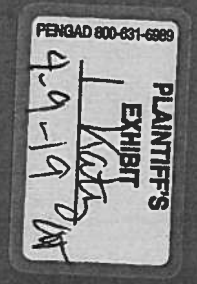
CONFIDENTIAL

0734

COLONIAL HEALTHCARE / FAMILY CARE PARTNERS

FULL PROVIDER MEETING

SEPTEMBER 13, 2017



0750

ELECTRONICALLY FILED - 2019 Aug 30 12:05 PM - RICHLAND - COMMON PLEAS - CASE#2018CP4002545

AGENDA

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- **IT Update** – Rob Geraghty
- **Clinical Update** – Jason Leonard, MD, FAAFP
- **Open Discussion**

0751

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Family Care Partners

AGENDA Board of Directors Meeting
Third Quarter 2016
Wednesday, October 26, 2016
ADD IN TIMES AND LOCATION HERE

Chairman: David Alpern

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Guests: Edmund McFadden, Paul Miller, Edward Motherway & Kevin Rogus

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Phone: 843-790-4602
Conf ID 7858818#

AGENDA
Board of Directors Meeting
First Quarter 2017

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Family Care Partners

AGENDA Board of Directors Meeting

Fourth Quarter 2016
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Family Care Partners

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Time: 9:00 am – 3:00 pm
Mtg Room: The Maple 221

Phone: (704) 377-0400
Location: Omni Charlotte Hotel
132 E Trade Street
Charlotte, NC 28202

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Board of Directors Meeting
Third Quarter 2016

Chairman: David Alpern

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Family Care Partners Holding, LLC

Board of Directors Meeting

Second Quarter 2016

Friday, July 22nd

Call vs In-Person Meeting

843-790-4602 Pass Code 7858818

10am – 5pm ET

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Family Care Partners

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Family Care Partners

I. Call to Order & Meeting Agenda

Family Care Partners

Second Quarter 2016 Board of Directors Meeting
July 22, 2016 10am – 5pm ET; Call vs In-Person Meeting
Conference Call Dial-In: **843-790-4602**
Attendee Pin: **7858818** Meeting Organizer - Tom

Chairman: David Alpern

Board Members: David Alpern, Steven Bressler, Dr. Gary Katz, Michael Jablon, Dr. Clayton Lowder, Ronald Piccione, Kenton Rosenberry, and Thomas Watson

Guests: Paul Miller & Kevin Rogus

Agenda	Topic Leader
❖ Call to Order & Meeting Agenda	David Alpern, Chairman
❖ Review of Q1 Board Meeting Minutes ◦ Introduction of Dr. Gary Katz (Joining Call at 11:30am)	David Alpern, Chairman
❖ CEO Executive Highlights ◦ Executive Leadership Team (ELT) Build-out ◦ Corporate Development - Acquisition Pipeline ◦ IndeDoc Conference Highlights ◦ Integration Plan ◦ Real Estate (first de novo setup) ◦ ACO Filing Status ◦ Information Technology Roadmap ◦ Provider Recruitment Update ◦ Physician Buy-in Recommendation (Dr. Baker)	Thomas Watson, CEO
❖ CMO Dashboard & Clinical Management Review	Dr. Clayton Lowder, CMO
❖ Compliance Training Session Debrief	Dr. Gary Katz
❖ Quarterly Financial Review, Q2 Results	Paul Miller, CFO
❖ 2016 Financial Forecast	Paul Miller, CFO
❖ Adjournment	David Alpern, Chairman

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Family Care Partners

II. Review of Q1 Board Meeting Minutes

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FAMILY CARE PARTENRS, LLC
BOARD OF DIRECTORS' MEETING dated 5/4/2016

Attendees:

- Dave Alpern – Chairman of Board
- Tom Watson – CEO, Board Member
- Clay Lowder – CMO, Board Member
- Kenton Rosenberry – Board Member
- Michael Jablon – Board Member
- Steven Bressler – Board Member
- Ron Piccione – Board Member
- Paul Miller – CFO, Non-Board Member

Minutes as Transcribed by Michael Jablon, Secretary:

- Dave Alpern called the meeting to order.
- Tom Watson gave an update on the first 90 days, including the topics of corporate development/acquisitions, recruitment, marketing, IT, insurance/benefits and compliance
- Clay Lowder provided clinical update.
- Paul Miller provided financial update and presented the 2016 budget.

(Signature Page to Follow)

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Board of Director's Signatures for Confirmation:

By:_____
Name: Dave Alpern, Chairman of the Board

By:_____
Name: Tom Watson

By:_____
Name: Clay Lowder

By:_____
Name: Kenton Rosenberry

By:_____
Name: Michael Jablon

By:_____
Name: Steven Bressler

By:_____
Name: Ron Piccione

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Family Care Partners

We are Pleased to Introduce and Welcome Dr. Gary Katz:

Gary Katz is an Emergency Physician bringing over two decades of experience in health care. He trained in Toledo at the Medical College of Ohio and completed residency in Akron. He has practiced as faculty to Eastern Virginia Medical School and The Ohio State University, where he also served on the board of directors of OSU Physicians. He is a Fellow of the American College of Emergency Physicians and earned his MBA from Fisher College of Business at The Ohio State University.

Dr. Katz has extensive experience in leadership development programming, medical documentation compliance, and physician management. He developed the ACEP Ohio physician leadership training program which has trained physicians to be medical directors and physician advocates throughout Ohio. He is also a nationally recognized speaker on the topic of documentation, having been a guest lecturer from Tennessee to Hawaii.

Finally, he currently works as a Section Medical Officer for Schumacher Clinical Partners. This national physician management company specializes in EM and HM medicine; Dr. Katz oversees 40 hospital relationships from Bay St. Louis, Mississippi to St. Louis, Missouri. Gary resides in Dublin, Ohio with his wife, Teresa, and four children.

Family Care Partners

Executive Leadership Team (ELT) Build-Out

Presenter Thomas Watson

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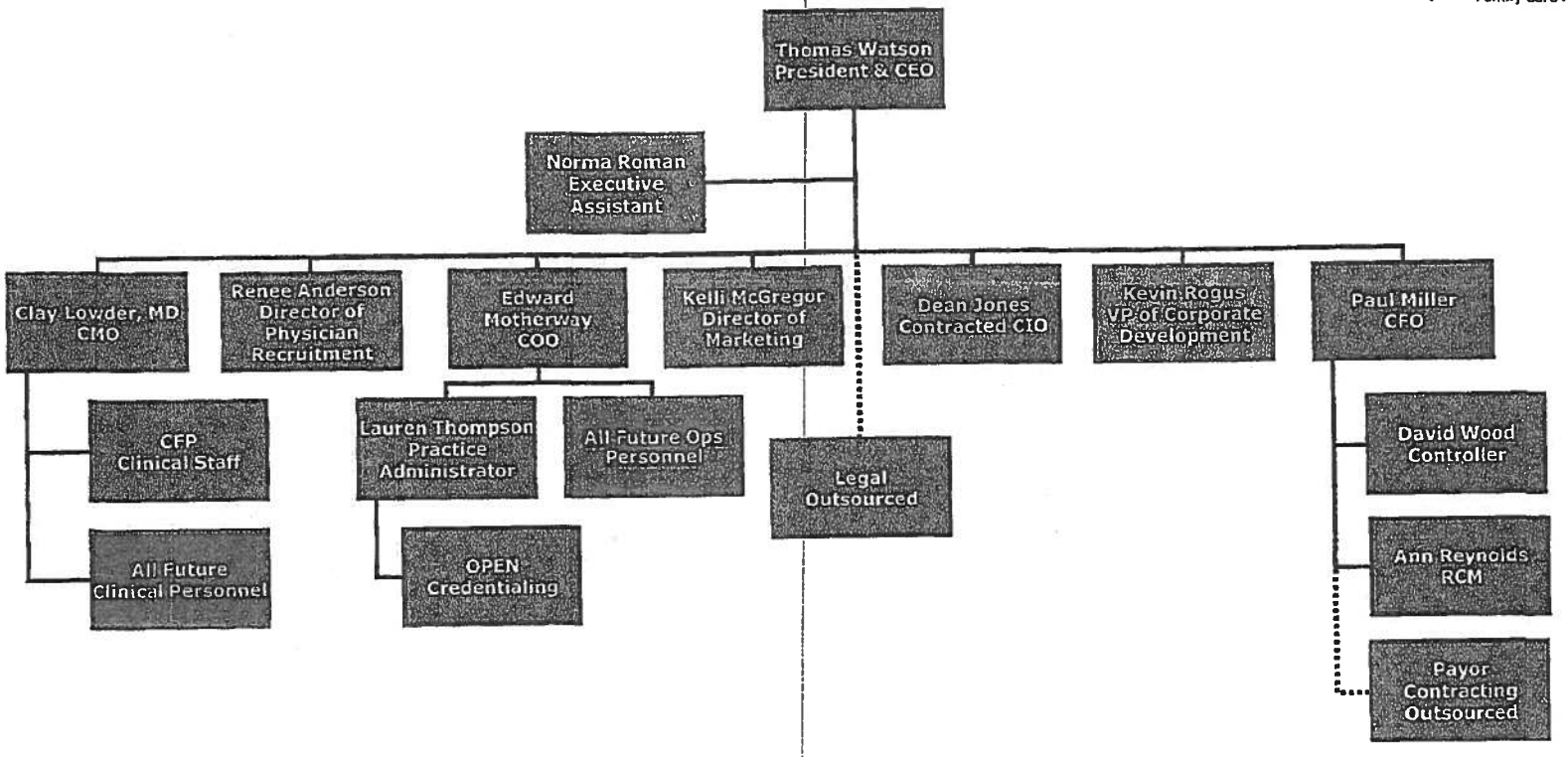
Family Care Partners Holdings, LLC.

Executive Leadership Team (ELT)

Color Legend:
- Colonial Family Practice P
- Family Care Partners Management



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March 22, 2017

Gary R. Katz, M.D.
7195 Wilton Chase Street
Dublin, OH 43017

Re: Potential Investment in Family Care Partners Holdings LLC

Dear Dr. Katz:

Thank you for your interest in investing in Family Care Partners Holdings LLC (the "**Company**"). The Company has determined that you are eligible to invest up to $100,000 in the Company. This letter will describe the terms by which you may invest in the Company and the investment process.

Following the date of this letter, we ask that you evaluate the materials, ask questions and choose whether or not to proceed with the investment opportunity at your earliest convenience.

Enclosed with this letter please find the following:

1. Summary and copy of the Amended and Restated Limited Liability Company Operating Agreement of the Company (the "**LLC Agreement**");
2. Subscription Agreement; and
3. A counterpart signature page to the LLC Agreement.

You were also separately provided the Company's Financial Statements and a Management Presentation.

Following your review of the attached, if you choose to invest in the Company, please (i) check the applicable box in Section 2(g)(iv) of the Subscription Agreement, (iii) execute the signature page to the Subscription Agreement, and (iii) confirm the number of units of the Company you will purchase in Schedule A to the Subscription Agreement. In addition, please execute the counterpart signature page to the LLC Agreement and remit payment either by using the below wire transfer instruction or by delivering a check to Tom Watson or Paul Miller. Once you submit the required documents and remit payment to the Company, you may withdraw from your investment in the Company until the date that is five days (5) after your submission and after such date you will no longer be able to withdraw your submission. The submission of the above reference materials does not guarantee you a right to invest in the Company and the Company, in its sole discretion, may accept or decline your request to invest. Only after the Company considers your submission and executes a counterpart to the Subscription Agreement will your investment be deemed closed.

Wire Instructions:

Fifth Third Direct
ABA# 042000314
Account # 07028042559
CFP Depository

The Company is not making any offer to sell securities in any jurisdiction where the offer or sale thereof is not permitted.

This letter and the opportunity to invest in the Company is a one-time opportunity. The Company may, but is under no obligation to, provide investment opportunities in the future.

Your decision to invest in the Company will not affect your status as an at-will employee or the right of Family Care Partners Management LLC ("**Services Company**") or Colonial Family Practice, LLC ("**Colonial**"), as applicable, to terminate your employment (subject to the terms of any employment agreement that may exist between you and Services Company or Colonial, as applicable).

If you have any questions regarding the enclosed documents or the investment, please contact Tom Watson, Chief Executive Officer, 325 Broad Street, Sumter, SC 29150, by email at thomas.watson@colonialfamilypractice.com or Paul Miller, Chief Financial Officer, 325 Broad Street, Sumter, SC 29150, by email at paul.miller@colonialfamilypractice.com.

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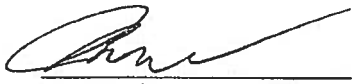
We look forward to discussing this new opportunity with you.

Best regards,



Thomas Watson

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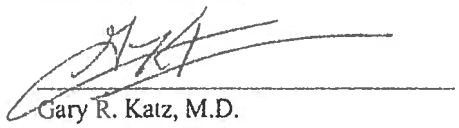
Accepted and agreed as of
the date set forth above:



Gary R. Katz, M.D.

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Morgan Lewis

CONFIDENTIAL MEMORANDUM

TO: Gary R. Katz, M.D.

FROM: Family Care Partners Holdings LLC

DATE: February 16, 2017

SUBJECT: Family Care Partners Holdings LLC Agreement

I. Overview. Please find below a high level summary of the Amended and Restated Limited Liability Company Operating Agreement of Family Care Partners Holdings LLC (the "Company"), dated as of December 22, 2015 (the "Agreement"). The summary below is primarily focused on the rights and obligations of the Common Class B Members of the Company (the "Class B Members" and each, a "Class B Member"), such interests being the membership interests you will receive if you invest in the Company. Please note that this is strictly a high-level summary of certain terms and provisions and is in no way a full description of all of the terms and provisions of the Agreement. You are urged to read the Agreement in its entirety to understand all of the rights and obligations that will apply to you as a member of the Company. Capitalized terms used but not defined herein have the respective meanings given to such terms in the Agreement.

II. Member Classes.

A. Membership Interests. The interests in the Company (collectively, the "Member Units") are divided among the following classes (collectively, "Classes", and individually, a "Class"): (i) Common Class A Units ("Common Class A Units"), (ii) Common Class B Units ("Common Class B Units") (iii) Common Class C Units ("Common Class C Units") and (iv) Preferred Units ("Preferred Units"). Each Class B Member's interest is not certificated unless otherwise determined by the board of managers designated by the Members (the "Board of Directors").

B. Additional Classes. The Board of Directors has the right to create additional Classes of Units with different terms and conditions, including terms that are senior to or *pari passu* with other Classes.

III. Capital Contributions of Class B Members.

A. Return of Capital Contribution. No Class B Member has any right to the return of such Class B Member's Capital Contribution, or any other amounts or capital from the Company. Additionally, no Class B Member has any right to receive any property from the Company, except as otherwise specifically provided in the Agreement.

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B. Interest on Capital Contribution. No Class B Member is entitled to receive any interest, salary or drawing with respect to (i) its Capital Contributions, (ii) such Class B Member's capital account maintained on the Company's books and records (such capital account, a "Capital Account") or (iii) for services rendered on behalf of the Company or otherwise in its capacity as a Class B Member, except in the case of clauses (i) – (iii) above, as otherwise specifically provided in the Agreement or in any other written agreement entered into by the Company and such Member.

IV. Power of the Class B Members. Except as specifically set forth in the Agreement or otherwise required by law, the Class B Members are not entitled to vote on any matter.

V. Withdrawal of Members. No Class B Member is entitled to withdraw from the Company or receive any return of, or demand the return of, its Capital Contribution, or any other assets or capital, from the Company, including any property or cash, except as otherwise expressly provided in the Agreement or as otherwise approved by the Board of Directors.

VI. Repurchase Rights. Under certain circumstances where the Class B Member leaves the employment of the Company, the Company is entitled to certain repurchase rights.

A. Fault Termination. If a Class B Member is terminated for Cause (or is terminated at any time when Cause existed) or is terminated due to an act of theft, dishonesty or fraud as further defined in the Agreement, all Common Class B Units held by such Class B Member are automatically forfeited and cancelled without payment.

B. Early Departure. In the event of an Early Departure by a Class B Member (a voluntary resignation without Good Reason prior to the third anniversary of the date on which the Class B Member acquired their Common Class B Units), the Company has the option for a period of 365 days following the Early Departure to repurchase all or a portion of the Class B Member's Common Class B Units for the lesser of the Fair Market Value of the Common Class B Units or the original cost of the Common Class B Units.

C. No Fault Termination or Termination due to Death, Disability, or Qualifying Resignation. In the event of a No Fault Termination (a termination of the Class B Member's employment with the Company for any reason other than a Fault Termination, as further defined in the Agreement) or the death, disability or Qualifying Resignation by a Class B Member, the Company has the option for a period of 365 days following the No Fault Termination or the death, disability or Qualifying Resignation to repurchase all or a portion of Class B Member's Common Class B Units for the Fair Market Value of the Units.

VII. Restricted Covenants

A. Nondisclosure. Members will have access to Confidential Information due to the Member's role as a Member of the Company. Except as required by law or other judicial order, each Member, while being a Member of the Company or at any time thereafter, cannot directly or indirectly use Confidential Information in any way (including for such Member's own private or commercial purposes) or disclose Confidential Information to, or discuss Confidential Information with, any other Person, subject to limited exceptions.

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B. Non-Compete. Starting on the day the Class B Member acquires Common Class B Units and terminating on the two year anniversary of when such Class B Member ceases to own any Common Class B Units, no Class B Member can engage in a business, directly or indirectly, which provides services that are similar to and competitive with the services provided by the Company and its Subsidiaries within a geographic radius of 45 miles of any (i) of the Company's or its Subsidiary's then offices and (ii) locations in which the Company or any of its Subsidiaries provides services.

C. Non-Solicit. Starting on the day the Class B Member acquires Common Class B Units and terminating on the two year anniversary of when such Class B Member ceases to own any Common Class B Units, no Class B Member will, directly or indirectly, employ, cause to be employed or hired, recruit, solicit for employment or otherwise contract for the services of, any employees or independent contractors or former employees or independent contractors of the Company or any of its Subsidiaries.

VIII. Transfers by Members. Except as specifically provided in the Agreement or any other agreement entered into between any Member and Varsity Family Care Partners, LLC ("Varsity"), no Class B Members may, directly or indirectly, sell, transfer, assign, convey, pledge, mortgage, encumber, hypothecate or otherwise dispose of or suffer the creation of an interest in or lien on (a "Transfer") all or any part of its Units without the consent of the Board of Directors, in its sole discretion.

A. Conditions to Transfer. In addition to any consent of the Board of Directors described above, any purported Transfer by a Class B Member must satisfy the following additional conditions (any one or more of which may be waived by the Board of Directors):

1. the Transferor or Transferee must undertake to pay all expenses incurred by the Company in connection with the Transfer;

2. the Person to whom such Transfer is made must provide the Company with an executed Agreement and such other documents, instruments and certificates as requested by the Board of Directors;

3. prior to making any Transfer, a Transferor must deliver to the Company opinions of counsel as described in further detail in the Agreement;

4. any Transferee is required to be an "accredited investor" within the meaning of Regulation D promulgated under the Securities Act; and

5. any Transfer must be in compliance with any applicable securities laws.

B. Involuntary Transfers. If an Involuntary Transfer (any involuntary transfer, proceeding or action by or in which a Class B Member is deprived or divested of any right, title or interest in or to any Common Class B Units, as further described in the Agreement) by a Class B Member occurs, the Class B Member must promptly give written notice to the Company. The Company then has the option to repurchase any or all of the Class B Member's Units involved in the transfer for a period ending on the later of (i) 120 days after the Company's receipt of written notice by the Class B Member or (ii) 30 days after the determination of the Fair Market Value for

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the Common Class B Units. The purchase price of such units is the lower of (x) the Fair Market Value; (y) the Original Cost; and (z) the same price paid for such Common Class B Units in the Involuntary Transfer.

C. Permitted Transfers. A Transfer by one or more Class B Members of all or any portion of its Common Class B Units in the Company to an affiliate or any immediate family member of such Class B Member is permitted without obtaining the approval of the Board of Directors, so long as such Transfer complies with the conditions to transfer set forth above.

IX. Board of Directors.

A. Power. The Board of Directors manages the Company and has full, exclusive and complete discretion to manage and control the business and affairs of the Company.

B. Board Members. The Board of Directors may consist of up to seven directors who are designated as follows: (i) up to four directors are designated by Varsity (the "Preferred Directors"); (ii) Dr. Clayton R. Lowder III, M.D. so long as he is an employee of the Company Group as defined in the Agreement; (iii) one Director which may be designated by the Preferred Directors so long as such Director is an "Independent Director"; and (iv) the Chief Executive Officer of the Company.

X. Distributions. The Board of Directors will distribute Net Cash Available for Distribution when and as determined by the Board of Directors.

A. Interim Distributions. Any cash distributions made by the Company and all proceeds of (i) a sale of Membership Units, (ii) a merger or consolidation or (iii) the sale of substantially all of the assets of the Company are distributed in the following priority: (1) first to the Preferred Members until each Preferred Member has received a specific return as set forth in the Agreement and until each Preferred Member has received cumulative distributions equal to such Preferred Member's aggregate Capital Contributions; (2) then, to the Common Members, pro rata in accordance with their Common Percentage, until such time as the Common Members have received cumulative distributions equal to the Aggregate Common Percentage of all distributions made pursuant to clause (1)-(2) above; and (3) then pro rata to all Members in accordance with their Percentage Interests.

B. Profits Interest Distributions. Notwithstanding anything to the contrary, no distribution will be made to a Profits Interest Member (defined as a Member that is granted Class C Common Units in exchange for services) with respect to such Profits Interest Member's Common Units until the aggregate amount of prior distributions to all other Members equals such Profits Interest Member's Threshold Amount (such amount determined by the Board of Directors).

XI. Preemptive Rights. Class B Members do not have any Preemptive Rights under the Agreement.

XII. Drag-Along Rights. If Varsity (the "Drag-Along Seller") desires to Transfer Membership Units to one or more third parties (collectively, the "Purchaser") that is not an affiliate of Varsity, the Drag-Along Seller has the right to require each other Member to use reasonable efforts to (i)

take all action necessary or appropriate to cause or enable the Drag-Along Seller or the Company, as applicable, to effect such transaction and (ii) sell, Transfer or otherwise dispose of a corresponding percentage of its Membership Units (as compared to the percentage of the Drag-Along Seller's Membership Units being sold in such transaction) to the Purchaser on the same terms and conditions, for the same per unit consideration for each Class of Units and at the same time as the Membership Units being sold by the Drag-Along Seller.

XIII. Tag-Along Rights. Except for a Transfer to an affiliate of a Preferred Member or Common Member, if at any time Varsity proposes to Transfer all or any of its Membership Units to a Purchaser, Varsity is required to first offer to the other Members the option to sell such Member's Percentage Interests of Membership Units being sold in such transaction.

XIV. Liquidation.

A. Distributions Upon Liquidation. Upon the dissolution of the Company, the cash proceeds from the liquidation will (i) first be applied or distributed to creditors of the Company, (ii) then to Members and former Members in satisfaction of liabilities and (iii) then to the Members in accordance with the distribution mechanics set forth above and described in further detail in the Agreement.

B. Member Claims. Upon dissolution of the Company, Class B Members may only look to the Company's assets for the return of their Capital Contributions, and if the assets of the Company remaining after its payment of debts and obligations are insufficient to return such Capital Contribution, the Class B Members have no recourse against the Company or any other Member.

XV. Amendment. The Agreement may be amended by the approval of the Board of Directors and a majority of the Preferred Directors; provided, however, that any amendment or purported amendment will be void and ineffective to the extent the result thereof would (i) impose an obligation on a Member's to make an additional Capital Contribution without the consent of the Member so affected, (ii) adversely affect the non-economic rights or obligations of a Member in a manner disproportionate to its effect on other Members without the consent of the Member so affected, (iii) cause the Company to be treated as anything other than a partnership for purposes of United States income taxation without the consent of all the Members, or (iv) amend Section 7.1 (Amendments) and Articles VIII (Distributions), IX (Allocations) and X (Admission of and Withdrawal By Members; Transfers) without the consent of all Members.

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AMENDED AND RESTATED
LIMITED LIABILITY COMPANY OPERATING AGREEMENT
OF
FAMILY CARE PARTNERS HOLDINGS LLC

Dated as of December 22, 2015

THE MEMBERSHIP UNITS EVIDENCED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "*SECURITIES ACT*"), OR UNDER APPLICABLE STATE SECURITIES LAWS AND MAY NOT BE SOLD OR TRANSFERRED UNLESS THEY HAVE BEEN INCLUDED IN AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT AND ARE QUALIFIED FOR RESALE UNDER APPLICABLE STATE SECURITIES LAWS OR SUCH TRANSFER IS EXEMPT FROM SUCH REGISTRATION OR QUALIFICATION REQUIREMENTS. IN ADDITION, TRANSFER OR OTHER DISPOSITION OF THE MEMBERSHIP UNITS IS RESTRICTED AS PROVIDED IN THE FOLLOWING AGREEMENT.

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AMENDED AND RESTATED
LIMITED LIABILITY COMPANY OPERATING AGREEMENT
OF
FAMILY CARE PARTNERS HOLDINGS LLC

This Amended and Restated Limited Liability Company Operating Agreement of Family Care Partners Holdings LLC (the "*Company*") is made as of December 22, 2015 (this "*Agreement*"), among (a) Varsity Family Care Partners, LLC, a Delaware limited liability company ("*Varsity*"), (b) NCFP Group LLC, a South Carolina limited liability company ("*Group*"); (c) David Gilroy ("*Gilroy*") and (d) any other Member that becomes a party to this Agreement after the date hereof in accordance with the terms of this Agreement.

WHEREAS, the parties hereto wish to amend that certain Limited Liability Company Agreement of the Company, dated as of December 22, 2015, in order to set forth their binding agreement as to the affairs of the Company, the conduct of its business and certain rights with respect to the relationship among the parties hereto;

WHEREAS, prior to the execution of this Agreement, Family Care Partners Management LLC, a Delaware limited liability company and a wholly-owned Subsidiary of the Company ("*Services Company*"), and Colonial Family Practice, LLC, a South Carolina limited liability company ("*Colonial*"), entered into a Management Services Agreement (the "*Management Services Agreement*"), whereby Services Company will provide certain support services to Colonial as more fully described in the Management Services Agreement;

WHEREAS, prior to the execution of this Agreement, the Company and Varsity Management Company, LLC ("*Varsity Management*") entered into a management services agreement (the "*Varsity Management Services Agreement*"), whereby Varsity Management will provide certain advisory and management services to the Company and receive a fee from the Company for such services, in each case, as more fully described in the Varsity Management Services Agreement;

WHEREAS, simultaneously with the execution of this Agreement, Services Company and Colonial entered into Membership Interest Control Agreements (the "*Membership Interest Control Agreements*"), with each of Dr. Clayton R. Lowder III, M.D. ("*Dr. Lowder*"), Dr. David G. Whaley, M.D. and Dr. Mitchell R. Grunsky, M.D. (collectively with Dr. Lowder, the "*Doctor Owners*"), each an owner of Colonial, whereby each Doctor Owner's ability to transfer Securities (as defined below) in Colonial is restricted as more fully described in the Membership Interest Control Agreements; and

WHEREAS, Gilroy will not become a Member under this Agreement or invest in the Company until the moment that is immediately following the Borrowing Distribution (as defined in the Colonial Acquisition Agreement (as defined below)), and thus Gilroy will not receive any proceeds from any Borrowing (as defined below).

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of

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which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

ARTICLE I.
DEFINED TERMS

Section 1.1 Definitions. Unless the context otherwise requires, the terms defined in this Article I will, for the purposes of this Agreement, have the meanings herein specified.

"*Adjusted Capital Account Deficit*" means, with respect to any Member, the deficit balance, if any, in such Member's Capital Account as of the end of the relevant Fiscal Year, after giving effect to the following adjustments:

(a) any amounts that such Member is obligated to restore pursuant to this Agreement or is deemed to be obligated to restore pursuant to Treasury Regulations Section 1.704-1(b)(2)(ii)(c) or pursuant to the penultimate sentence of either of Treasury Regulations Sections 1.704-2(i)(5) or 1.704-2(g)(1) shall be treated as added back to the Member's Capital Account Deficit; and

(b) the items described in Treasury Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5) and (6) shall be treated as reducing the Member's Capital Account for the purpose of computing such deficit, and shall increase the Adjusted Capital Account Deficit.

The foregoing definition of Adjusted Capital Account Deficit is intended to comply with the provisions of Treasury Regulations Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

"*Affected Members*" has the meaning set forth in Section 8.6(b).

"*Affiliate*" with reference to any Person means any other Person that, directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with, or owns greater than 50% of the voting power in, such Person, and the term "*Affiliated*" shall have a correlative meaning. The term "*control*" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise. Members of the Immediate Family of any Member shall be deemed to be Affiliates of such Member and trusts for, and estate planning vehicles of, such Member or any member of the Immediate Family of such Member shall likewise be deemed to be Affiliates of such Member. For the purposes of clarity, Varsity Management and each of its Affiliates shall be deemed to be Affiliates of Varsity for purposes of this Agreement. Notwithstanding the foregoing, the Company, Colonial, Services Company and their respective Subsidiaries will not be considered Affiliates of Varsity, Gilroy, or any of their respective Affiliates for purposes of this Agreement.

"*Aggregate Common Percentage*" means with respect to the Common Members, an amount equal to the product of (a) the quotient obtained by dividing the number of issued and outstanding Common Units divided by the number of all issued and outstanding Membership Units at such time, and (b) 100, expressed as a percentage; provided, however, that a Common Class C Unit shall only be taken into account in calculating Aggregate Common Percentage to

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the extent that prior distributions to Members equals or exceeds the Threshold Amount for such Common Class C Unit.

"*Agreement*" has the meaning set forth in the Preamble, as amended, modified, supplemented or restated from time to time.

"*Applicable Law*" means all applicable provisions of all (a) constitutions, treaties, statutes, laws, rules, regulations, ordinances, orders or other pronouncement having the effect of law of any Governmental Authority, (b) Governmental Approvals and (c) directives, orders, decisions, judgments, awards and decrees of any Governmental Authority.

"*Applicable Percentage*" means a fraction, the numerator of which is the amount of Membership Units being sold by Varsity in the Drag-Along Sale, and the denominator of which is the aggregate number of Membership Units held by Varsity.

"*Applicable Tag-Along Amount*" has the meaning set forth in Section 10.5(c).

"*Board of Directors*" means the board of managers designated by the Members pursuant to Section 6.1(a).

"*Business Days*" means any day except a Saturday, Sunday or other day on which the commercial banks in New York, New York are authorized by Applicable Law to close.

"*Capital Account*" means the capital account maintained for each Member on the Company's books and records in accordance with the following provisions:

(a) To each Member's Capital Account there shall be added (i) such Member's Capital Contributions, (ii) such Member's allocable share of Net Income and any items in the nature of income or gain that are specially allocated to such Member pursuant to Article IX or other provisions of this Agreement, and (iii) the amount of any Company liabilities assumed by such Member or which are secured by any property distributed to such Member.

(b) From each Member's Capital Account there shall be subtracted (i) the amount of cash and the Gross Asset Value of any Company Assets (other than cash) distributed to such Member pursuant to any provision of this Agreement (for the avoidance of doubt, excluding any payment of principal and/or interest to such Member pursuant to the terms of a loan made by the Member to the Company), (ii) such Member's allocable share of Net Loss and any other items in the nature of deductions, expenses or losses that are specially allocated to such Member pursuant to Article IX or other provisions of this Agreement, and (iii) liabilities of such Member assumed by the Company or which are secured by any property contributed by such Member to the Company.

(c) In the event any Membership Units are Transferred in accordance with the terms of this Agreement, the transferee shall succeed to the Capital Account of the Transferor to the extent it relates to the Transferred Units.

(d) In determining the amount of any liability for purposes of clauses (a) and (b) above, there shall be taken into account Code Section 752(c) and any other applicable provisions of the Code and Treasury Regulations.

The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Treasury Regulations Sections 1.704-1(b) and 1.704-2 and shall be interpreted and applied in a manner consistent with such Treasury Regulations. In the event that the Board of Directors determines that it is prudent to modify the manner in which the Capital Accounts, or any additions or subtractions thereto, are computed in order to comply with such Treasury Regulations, the Board of Directors may make such modification. The Board of Directors shall also make (i) any adjustments that are necessary or appropriate to maintain equality between the Capital Accounts of the Members and the amount of Company capital reflected on the Company's balance sheet, as computed for book purposes, in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv)(q), and (ii) any appropriate modifications in the event that unanticipated events might otherwise cause this Agreement not to comply with Treasury Regulations Sections 1.704-1(b) and 1.704-2.

"*Capital Contribution*" means, with respect to any Member, the aggregate amount of money contributed (or deemed contributed) to the Company in accordance with this Agreement with respect to such Member's Membership Units.

"*Cause*" has the meaning set forth in such Repurchase Member's employment agreement with the Company Group or, if there is no such employment agreement, any of the following: (a) any willful failure to implement the lawful directives of the Company Group that remains uncured 30 days after such Repurchase Member is given notice of such failure; (b) a Repurchase Member is indicted for a felony, or is convicted of, or pleads guilty or nolo contendere to, a crime or crimes involving fraud, theft or dishonesty that causes material injury to the Company Group; (c) a Repurchase Member knowingly steals, commits fraud, embezzles, misappropriates or falsifies expense reports; (d) a Repurchase Member engages in conduct which discriminates or harasses another employee of the Company Group on the basis of gender, race, color, creed, religion or sexual orientation, as determined unanimously by the Company Group in good faith after a reasonable investigation; or (e) other conduct that causes or threatens to cause material injury to the Company Group's business or reputation.

"*Certificate*" means the Certificate of Formation of the Company and any and all amendments thereto and restatements thereof filed on behalf of the Company with the office of the Secretary of State of the State of Delaware pursuant to the Delaware Act.

"*Claims*" has the meaning set forth in Section 13.2(a).

"*Class*" has the meaning set forth in Section 4.2.

"*Code*" means the U.S. Internal Revenue Code of 1986, as previously or hereafter amended.

"*Colonial*" has the meaning set forth in the Recitals.

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"*Colonial Acquisition Agreement*" means that certain Acquisition Agreement, dated as of December 22, 2015 by and among Varsity, Group, Colonial, the Beneficial Owners (as defined therein) and the other parties thereto and all documents, certificates, instruments and agreements contemplated by, or required to be delivered in connection therewith.

"*Common Class A Member(s)*" means the holders of the Common Class A Units.

"*Common Class A Units*" has the meaning set forth in Section 4.2.

"*Common Class B Members*" means the holders of the Common Class B Units.

"*Common Class B Units*" has the meaning set forth in Section 4.2.

"*Common Class C Members*" means the holders of the Common Class C Units.

"*Common Class C Units*" has the meaning set forth in Section 4.2.

"*Common Director*" has the meaning set forth in Section 6.1(a)(ii).

"*Common Members*" means the holders of Common Units.

"*Common Percentage*" means, with respect to each Common Member, an amount equal to the product of (a) the quotient obtained by dividing the number of Common Units owned of record by such Common Member by the number of issued and outstanding Common Units at such time, and (b) 100, expressed as a percentage.

"*Common Permitted Transferee*" means, with respect to each Common Member, Varsity and, upon prior written notice to Varsity, an Affiliate of such Common Member.

"*Common Units*" means the Common Class A Units, the Common Class B Units, the Common Class C Units and any other Membership Units that are created by the Board of Directors and are designated as "Common Units".

"*Company*" has the meaning set forth in the Preamble.

"*Company Assets*" means all direct and indirect interests in real and personal property owned by the Company from time to time, and shall include both tangible and intangible property (including cash and including the Company's right to receive Capital Contributions hereunder).

"*Company Group*" means Colonial, the Company and any of their respective Affiliates.

"*Company Minimum Gain*" has the meaning specified in Treasury Regulations Section 1.704-2(b)(2), and the amount of Company Minimum Gain, as well as any net increase or decrease in Company Minimum Gain, shall be determined in accordance with the rules of Treasury Regulations Section 1.704-2(d).

"*Company Notice*" has the meaning set forth in Section 4.8(a).

CONFIDENTIAL Colonial 001039

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"*Company Purchase Right*" has the meaning set forth in Section 4.8(a).

"*Confidential Information*" has the meaning set forth in Section 5.6(a).

"*Consent*" means the consent, approval or vote of a Person to do the act or thing for which the consent or approval is solicited or vote is cast, or the act of granting such consent or approval or casting such vote, as the context may require. References to the Consent (or agreement or approval or similar words of import) of the Members means the Consent of the Members who are not then in violation of any of the material terms and conditions of this Agreement holding more than 50% of the Percentage Interests held, in the aggregate, by all Members who are not then in violation of any of the material terms and conditions of this Agreement.

"*Covered Person*" has the meaning set forth in Section 6.1(j).

"*Damages*" has the meaning set forth in Section 13.2(a).

"*Deemed Liquidation Event*" shall mean a sale of Membership Units (including via the exercise of a Drag-Along Right pursuant to Section 10.4 or a "tag along" right pursuant to Section 10.5), merger or consolidation (other than one in which Members own a majority by voting power of the outstanding Equity Securities of the surviving or acquiring entity) or a sale, lease, Transfer or other disposition of all or substantially all of the assets of the Company.

"*Deemed Per Unit Consideration*" means an amount equal to (a) the aggregate consideration being paid by the Purchaser in a Tag-Along Sale divided by (b) the total number of Membership Units being sold to the Purchaser in such Tag-Along Sale.

"*Delaware Act*" means the Delaware Limited Liability Company Act, 6 Del. C. § 18-101, *et seq.*, as amended from time to time and any successor statute thereto.

"*Depreciation*" means, for each Fiscal Year, an amount equal to the depreciation, amortization or other cost recovery deduction allowable for federal income tax purposes with respect to an asset for such Fiscal Year; provided, however, that if the Gross Asset Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such Fiscal Year, Depreciation shall be an amount that bears the same ratio to such beginning Gross Asset Value as the federal income tax depreciation, amortization or other cost recovery deduction with respect to such asset for such Fiscal Year bears to such beginning adjusted tax basis; and, provided, further, that if such beginning adjusted tax basis is zero, Depreciation shall be determined with reference to such beginning Gross Asset Value using any reasonable method selected by the Board of Directors.

"*Director*" means a member of the Board of Directors.

"*Director Votes*" means the number of votes each Director shall have on any matter being voted on by the Board of Directors.

"*Disability*" has the meaning set forth in such Repurchase Member's employment agreement with the Company Group, or, if there is no such employment agreement, means a

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Repurchase Member suffers from a permanent physical or mental condition that renders such Repurchase Member unable to perform the material and substantial duties of his or her position for a period of ninety (90) days or more, or for an aggregate of one hundred eighty (180) days in any three-hundred sixty-five (365) consecutive day period. The determination as to whether a Repurchase Member has such a disability shall be made by a third party physician qualified to make such determination.

"*Disabling Conduct*" means any conduct in relation to the Company or any of its Affiliates, which pursuant to the Delaware Act may not legally be indemnified.

"*discretion*" means, when used with respect to any Director or any Member or Person, the sole and absolute discretion of such Person (taking into account the best interests of the Members) unless otherwise specifically provided herein.

"*Doctor Owners*" has the meaning set forth in the Recitals.

"*Dr. Lowder*" has the meaning set forth in the Recitals.

"*Drag-Along Right*" has the meaning set forth in Section 10.4(a).

"*Drag-Along Consideration*" has the meaning set forth in Section 10.4(d).

"*Drag-Along Sale*" has the meaning set forth in Section 10.4(a).

"*Drag-Along Seller*" has the meaning set forth in Section 10.4(a).

"*Early Departure*" means the voluntary resignation of a Repurchase Member's employment with the Company Group prior to the third anniversary of the date on which such Repurchase Member acquired Common Class B Units or Common Class C Units, as applicable, without Good Reason.

"*Equity Securities*" means any common, preferred or other capital stock of, or any general or limited partnership interests or limited liability company interests in, or any right to participate in the profit and losses of, any Person and any warrants, rights, convertible securities or options to purchase, subscribe for or to convert any Security evidencing debt for any of the foregoing or for any such warrant, right, convertible security or option.

"*Fair Market Value*" means (a) with respect to Marketable Securities (i) that are primarily traded on a securities exchange or securities market, the value of the last sale price as recorded on the securities exchange or securities market on which such securities primarily are traded (ii) that are not listed on an exchange or securities market, or Securities for which there were no recent or relevant transactions, may be valued at the average of the most recent "bid" and "ask" price; and (iii) for which recent market quotations are not readily available, the value determined in accordance with clause (c) below, (b) with respect to the value of the Company determined by the Board of Directors in good faith considering all factors, information and data deemed by the Board of Directors to be pertinent, the price at which the Company, taken as a whole, and on a "going concern" basis, based on the same methodology used by Varsity Management in connection with its periodic reporting on the value of its holdings to its investors,

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(c) with respect to any Securities in the Company, the value the holder of such Securities would receive in connection with a sale of all of the assets of the Company at a value determined pursuant to clause (b) of this definition with the proceeds of such sale distributed to the Members in accordance with Section 8.2 and (d) with respect to any Company Asset, other than cash and Marketable Securities, the price determined by the Board of Directors in good faith at which such Company Asset would be sold in an arm's-length transaction between a willing and able buyer and a willing and able seller, both of which are well informed about such Company Asset, and neither of which is an Affiliate of the other or under any compulsion to buy or to sell, based on market conditions prevailing at the time, and without any discounts for illiquidity or ownership of a minority interest.

"*Fault Termination*" means the termination of a Repurchase Member as an employee of the Company Group upon the happening of any of the following events: (a) such Repurchase Member is terminated with Cause by the Company Group; (b) such Repurchase Member ceases to be employed by the Company Group at a time when Cause existed; (c) such Repurchase Member commits any act of theft or dishonesty that is of a nature materially injurious to the Company Group; or (d) such Repurchase Member commits fraud with respect to the Company Group, or their respective businesses.

"*Fiscal Year*" means (a) the period commencing upon the formation of the Company and ending on December 31, 2015 or (b) any subsequent 12-month period commencing on January 1 and ending on December 31.

"*Gilroy*" has the meaning set forth in the Preamble.

"*Good Reason*" has the meaning ascribed to the term "Good Cause" in such Repurchase Member's employment agreement with the Company Group or, if there is no such employment agreement, any of the following (a) the Company Group materially reduces the base salary of such Repurchase Member to be provided to him or her pursuant to such Repurchase Member's employment agreement with the Company Group, in accordance with such employment agreement; or (b) such Repurchase Member is required to perform services more than fifty (50) miles from the primary location at which such Repurchase Member performs services as of the date such Repurchase Member first acquired Common Units, as applicable, (provided, however, that for any Repurchase Member to terminate his or her employment for "Good Reason": (w) he or she must reasonably determine in good faith that a Good Reason condition has occurred, (x) he or she must notify the Company Group in writing within 45 days of the date he or she becomes aware of the event that would allow him or her to terminate employment for Good Reason, with such notice setting forth such event in reasonable detail; (y) the event must remain uncorrected by the Company Group for 90 days following its receipt of such notice, and he or she has cooperated in good faith with the Company Group's efforts to cure such condition; and (z) such termination must occur within 45 days after the expiration of such 90-day period).

"*Governmental Approval*" means an authorization, consent, approval, permit, license or exemption of, registration or filing with, or report or notice to, any Governmental Authority.

"*Governmental Authority*" means any nation or government, any state or other political subdivision thereof and any entity exercising executive, legislative, judicial, regulatory or

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administrative functions of or pertaining to government, including any government authority, agency, department, board, commission or instrumentality of the United States, of any state of the United States or any political subdivision thereof, and any tribunal or arbitrator(s) of competent jurisdiction.

"*Gross Asset Value*" means, with respect to any asset, the asset's adjusted basis for federal income tax purposes, except as follows:

(a) The initial Gross Asset Value of any asset contributed by a Member to the Company shall be the gross Fair Market Value of such asset on the date of contribution, as determined by the Board of Directors.

(b) The Gross Asset Values of all Company Assets immediately prior to the occurrence of any event described in subsections (i) through (v) hereof shall be adjusted to equal their respective gross Fair Market Values, as determined by the Board of Directors, as of the following times:

(i) the acquisition of an interest in the Company by a new or existing Member in exchange for more than a de minimis Capital Contribution, if the Board of Directors reasonably determines that such adjustment is necessary or appropriate to reflect the relative economic interests of the Members in the Company;

(ii) the distribution by the Company to a Member of more than a de minimis amount of Company Assets as consideration for an interest in the Company, if the Board of Directors reasonably determines that such adjustment is necessary or appropriate to reflect the relative economic interests of the Members in the Company;

(iii) the issuance of an interest in the Company (other than a de minimis interest) as consideration for the provision of services to or for the benefit of the Company, if the Board of Directors reasonably determines that such adjustment is necessary or appropriate to reflect the relative economic interests of the Members in the Company;

(iv) the liquidation of the Company within the meaning of Treasury Regulations Section 1.704-1(b)(2)(ii)(g); and

(v) at such other times as the Board of Directors shall reasonably determine necessary or advisable in order to comply with Treasury Regulations Sections 1.704-1(b) and 1.704-2.

(c) The Gross Asset Value of any Company Asset distributed to a Member shall be the gross Fair Market Value of such asset on the date of distribution as determined by the Board of Directors.

(d) The Gross Asset Values of Company Assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Code Section 734(b) or Code Section 743(b), but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Treasury Regulations Section 1.704-

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1(b)(2)(iv)(m); provided, however, that Gross Asset Values shall not be adjusted pursuant to this clause (d) to the extent that the Board of Directors reasonably determines that an adjustment pursuant to clause (b) is necessary or appropriate in connection with a transaction that would otherwise result in an adjustment pursuant to this clause (d).

(e) If the Gross Asset Value of an asset has been determined or adjusted pursuant to paragraphs (a), (b) or (d) above, such Gross Asset Value shall thereafter be adjusted by the Depreciation taken into account with respect to such asset for purposes of computing Net Income and Net Loss (and not the depreciation, amortization or other cost recovery deductions allowable with respect to that asset for federal income tax purposes).

"*Group*" has the meaning set forth in the Preamble.

"*Immediate Family*" means any child, stepchild, parent, stepparent, spouse or sibling of a person.

"*Indemnified Person*" means, with respect to any act or omission that gives rise to a claim for indemnification under Article XIII of this Agreement, (a) the Board of Directors, each accountant, attorney and other agent of the Board of Directors, (b) any of the Officers of the Company, and (c) the Members and their Affiliates.

"*Independent Director*" has the meaning set forth in Section 6.1(a)(ii).

"*Indirect Transfer*" means, with respect to a Person, any sale, transfer, assignment, hypothecation, encumbrance, pledge or other disposition, directly or indirectly, of the equity securities of such Person or any interests therein.

"*Involuntary Transfer*" means, with respect to Common Class B Units or Common Class C Units, any involuntary Transfer, proceeding or action (other than a Transfer to a Common Permitted Transferee or Preferred Permitted Transferee) by or in which a Repurchase Member is deprived or divested of any right, title or interest in or to any Common Class B Units or Common Class C Units, as applicable, including any seizure under levy of attachment or execution, any Transfer in connection with a foreclosure upon a pledge, any entry of any order for relief or Transfer in connection with bankruptcy (whether pursuant to the filing of a voluntary or an involuntary petition under the Federal Bankruptcy Code of 1978, or any modifications or revisions thereto, or other similar bankruptcy or insolvency laws), or any other court proceeding to a debtor in possession, trustee in bankruptcy or receiver or other officer or agency, any Transfer to a state or to a public officer or agency pursuant to any statute pertaining to escheat or abandoned property, or any Transfer pursuant to a separation agreement or divorce, equitable or community or marital property distribution, judicial decree or other court order relating to the division or partition of property between spouses.

"*Involuntary Transferee*" has the meaning set forth in Section 10.2(e)(i).

"*Investment Company Act*" means the Investment Company Act of 1940, as amended from time to time, and any successor statute thereto.

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"*Investor Business Opportunity*" means any matter, transaction or interest that is presented to or acquired, created or developed by, or which otherwise comes into the possession of, Varsity, Gilroy or any Director appointed by Varsity, unless such matter, transaction or interest is presented to, or acquired, created or otherwise developed by, or otherwise comes into the possession of, such Director expressly and solely in such Director's capacity as a Director.

"*Legal Representative*" means any legal representative of a Person, including in the event of a Member's death, the personal representative or other Person authorized by his or her estate to make decisions on behalf of such estate, and, if different, shall include the Persons with power and authority with respect to the Membership Units that are owned by the Member.

"*Lien*" means, as to any Person, any mortgage, lien, pledge, adverse claim, charge, security interest or other encumbrance in, or any interest or title of any vendor, lessor, lender or other secured party to or of such Person under any conditional sale or other title retention agreement or capital lease with respect to, any property or asset owned or held by such Person, or the signing or filing of a financing statement which names such Person as debtor, or the signing of any security agreement authorizing any other party as the secured party thereunder to file any financing statement.

"*Marketable Securities*" means Securities that are (a) traded on an established U.S. or non-U.S. securities exchange or (b) reported through the National Association of Securities Dealers, Inc. Automated Quotation System, and in each case that are not subject to material legal or contractual restrictions on transferability.

"*Member*" means, at a specific time, a Person holding Membership Units who has acquired such Membership Units in accordance with the provisions hereof, acting in the capacity of a member of the Company, and "*Members*" means, at such specific time, all of such Persons, collectively, acting in their capacities as members of the Company.

"*Member Minimum Gain*" means an amount, with respect to each Member Nonrecourse Debt, equal to the Company Minimum Gain that would result if such Member Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Treasury Regulations Section 1.704-2(i).

"*Membership Interest Control Agreement*" has the meaning set forth in the Recitals.

"*Membership Units*" means the Common Units, the Preferred Units, any securities into which such Common Units or Preferred Units shall have been changed or any Equity Securities resulting from any reclassification or recapitalization of such Common Units or Preferred Units, and all other Equity Securities of any class or classes (however designated), the holders of which have the right, without limitation as to amount, after payment on any Equity Securities entitled to a preference on dividends or other distributions upon any dissolution, liquidation or winding-up, either to all or to a share of the balance of payments upon such dissolution, liquidation or winding-up.

"*Minimum Price Per Unit*" means an amount equal to (a) the aggregate amount the Selling Member is entitled to receive pursuant to Section 8.2(a) and Section 8.2(b) as of the date of the Tag-Along Sale with respect to all Preferred Units owned by the Selling Member on such

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date divided by (b) the total number of Preferred Units owned by such Selling Member on such date.

"*Net Cash Available for Distribution*" means all cash available for distribution by the Company, as determined in the good faith discretion of the Board of Directors in excess of amounts retained by the Company for other purposes, including: (a) to pay Company expenses, (b) to fund reserves, (c) to fund anticipated payments on indebtedness of the Company, (d) to fund any anticipated acquisitions and (e) to pay any required tax withholdings.

"*Net Income*" or "*Net Loss*" means an amount equal to the Company's taxable income or loss with respect to applicable investments or activity, determined in accordance with the principles of Code Section 703(a) (for this purpose, all items of income, gain, loss or deduction or expense required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the following adjustments, it being the intention not to duplicate any item of income or loss:

(a) any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing Net Income or Net Loss pursuant to this definition of Net Income or Net Loss shall be taken into account in computing such Net Income or Net Loss;

(b) any expenditures of the Company described in Code Section 705(a)(2)(B), or treated as Code Section 705(a)(2)(B) expenditures pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(i), and not otherwise taken into account in computing Net Income or Net Loss pursuant to this definition of Net Income or Net Loss shall be taken into account in computing such Net Income or Net Loss;

(c) in the event the Gross Asset Value of any Company Asset is adjusted pursuant to subparagraph (b) or subparagraph (c) of the definition of Gross Asset Value, the amount of such adjustment shall be taken into account as gain or loss from the disposition of such asset for purposes of computing Net Income or Net Loss;

(d) gain or loss resulting from any disposition of any Company Asset with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Gross Asset Value of the Company Asset disposed of, notwithstanding that the adjusted tax basis of such Company Asset differs from its Gross Asset Value;

(e) to the extent an adjustment to the adjusted tax basis of any Company Asset pursuant to Code Section 734(b) is required pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m)(4) to be taken into account in determining Capital Accounts as a result of a distribution other than in liquidation of a Member's interest in the Company, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases the basis of the asset) from the disposition of the asset and shall be taken into account for purposes of computing Net Income or Net Loss;

(f) in lieu of the depreciation, amortization and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation; and

(g) notwithstanding any other provision of this definition of Net Income or Net Loss, any items which are specially allocated pursuant to Article IX hereof shall not be taken into account in computing Net Income or Net Loss.

The amounts of the items of Company income, gain, loss, deduction or expense available to be specially allocated pursuant to Article IX hereof shall be determined by applying rules analogous to those set forth in this definition of Net Income or Net Loss.

"*New Membership Units*" has the mean set forth in Section 10.3(a).

"*No Fault Termination*" means the termination of a Repurchase Member's employment with the Company Group by the Company Group other than a Fault Termination.

"*Nonrecourse Debt*" has the meaning set forth in Section 1.704-2(b)(4) of the Treasury Regulations.

"*Nonrecourse Deduction*" has the meaning specified in Treasury Regulations Sections 1.704-2(b)(1) and 1.704-2(c).

"*Nonrecourse Liability*" has the meaning specified in Treasury Regulations Sections 1.704-2(b)(3) and 1.752-1(a)(2).

"*Offer Notice*" has the meaning set forth in Section 10.5(a).

"*Offeree*" has the meaning set forth in Section 10.5(a).

"*Officers*" has the meaning set forth in Section 6.2(a).

"*Original Cost*" means with respect to any Membership Unit One Hundred Dollars ($100).

"*Percentage Interest*" means, with respect to each Member, an amount equal to the product of (a) the quotient obtained by dividing the number of Membership Units owned of record by such Member by the aggregate number of issued and outstanding Membership Units at such time, and (b) 100, expressed as a percentage.

"*Person*" means a company, a corporation, an association, a partnership, a limited liability company, an organization, a joint venture, a trust or other legal entity, an individual, a government or political subdivision thereof or a governmental agency.

"*Preemptive Member*" has the meaning set forth in Section 10.3.

"*Preemptive Offer Notice*" has the meaning set forth in Section 10.3(a).

"*Preemptive Percentage Interests*" means, with respect to each Preferred Member or a Common Class A Member, an amount equal to the product of (a) the quotient obtained by dividing the number of Preferred Units or Common Class A Units owned of record by such Preferred Member or Common Class A Member, as applicable, by the aggregate number of

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issued and outstanding Preferred Units and Common Class A Units at such time, and (b) 100, expressed as a percentage.

"*Preferred Directors*" has the meaning set forth in Section 6.1(a)(ii).

"*Preferred Member(s)*" means the holders of the Preferred Units.

"*Preferred Percentage Interest*" means, with respect to each Preferred Member, an amount equal to the product of (a) the quotient obtained by dividing the number of Preferred Units owned of record by such Preferred Member by the number of issued and outstanding Preferred Units at such time, and (b) 100, expressed as a percentage.

"*Preferred Permitted Transferee*" means any Person that is an Affiliate of a Preferred Member.

"*Preferred Units*" has the meaning set forth in Section 4.2.

"*Proceeding*" has the meaning set forth in Section 13.2(a).

"*Profits Interest Member*" a Member that is granted Common Class C Units in exchange for services, with such grant intended to qualify as a "profits interest" within the meaning of Revenue Procedure 93-27 and Revenue Procedure 2001-43.

"*Purchaser*" has the meaning set forth in Section 10.4(a).

"*Qualifying Resignation*" means, with respect to a Repurchase Member, the termination of such Repurchase Member as an employee of the Company Group upon the happening of any of the following events: (a) the resignation of such Repurchase Member from his or her employment with the Company Group with Good Reason; or (b) the resignation of such Repurchase Member's employment with the Company Group for any reason at any time after the third anniversary of the date on which such Repurchase Member acquired Common Class B Units or Common Class C Units; provided, however, that such resignation is not as a result of a pending or threatened Fault Termination or No Fault Termination.

"*Regulatory Allocations*" has the meaning specified in Section 9.2(f).

"*Restricted Period*" has the meaning specified in Section 5.9(a).

"*Restricted Territory*" has the meaning specified in Section 5.9(a).

"*Revised Partnership Audit Procedures*" means the provisions of Subchapter C of Subtitle A, Chapter 63 of the Code, as amended by the Bipartisan Budget Act of 2015, P.L. 114 74 (together with any subsequent amendments thereto, Treasury Regulations promulgated thereunder, and published administrative interpretations thereof).

"*Repurchase Members*" means holders of Common Class B Units and Common Class C Units.

"*Securities*" means capital stock, limited or general partnership interests, limited liability company interests, bonds, notes, debentures and other obligations, investment contracts and other instruments or evidences of indebtedness commonly referred to as securities and any rights, warrants and options related thereto.

"*Securities Act*" means the Securities Act of 1933, as amended from time to time, and any successor statute thereto.

"*Selling Member*" has the meaning set forth in Section 10.5(a).

"*Services Company*" has the meaning set forth in the Recitals.

"*Subsequent Transferee*" has the meaning set forth in Sections 4.8(f).

"*Subsidiary*" means, with respect to any specified Person, any other Person of which such specified Person, directly or indirectly through one or more Subsidiaries, (a) owns 50% or more of the outstanding Equity Securities entitled to vote generally in the election of the board of directors or similar governing body of such other Person, or (b) has the power to generally direct the business and policies of that other Person, whether by contract or as a general partner, managing member, manager, joint venturer, agent or otherwise.

"*Tag-Along Acceptance*" has the meaning set forth in Section 10.5(b).

"*Tag-Along Consideration*" has the meaning set forth in Section 10.5(d).

"*Tag-Along Offer*" has the meaning set forth in Section 10.5(a).

"*Tag-Along Period*" has the meaning set forth in Section 10.5(b).

"*Tag-Along Sale Price*" has the meaning set forth in Section 10.5(a).

"*Tag-Along Units*" has the meaning set forth in Section 10.5(c).

"*Tax Liability Distribution*" has the meaning set forth in Section 8.3(a).

"*Tax Matters Member*" means Varsity.

"*Threshold Amount*" an amount designated, with respect to any grant of Common Class C Units to a Profits Interest Member, which amount shall be determined by the Board of Directors to be no less than the amount that would be distributed to all Members, at the date of such grant, were the Company at such date to sell all of its assets for Fair Market Value (including good will and going concern value) and liquidate.

"*Transfer*" has the meaning set forth in Section 10.2(a) of this Agreement. The terms "*Transferring*," "*Transferor*," "*Transferred*," and "*Transferee*" have meanings correlative to the meaning of "Transfer."

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"*Treasury Regulations*" means the permanent and temporary regulations promulgated by the U.S. Treasury Department under the Code, as such regulations may be amended from time to time.

"*Varsity*" has the meaning set forth in the Preamble.

"*Varsity Management*" has the meaning set forth in the Recitals.

"*Varsity Management Services Agreement*" has the meaning set forth in the Recitals.

Section 1.2 Headings. The headings and subheadings in this Agreement are included for convenience and identification only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof. The definitions in this Article I shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require in this Agreement or any Exhibit hereto, any pronoun shall include the corresponding masculine, feminine and neuter forms. When utilized in this Agreement or any Exhibit hereto, (a) the words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation"; and (b) the words "hereof", "herein", and "hereunder" and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement as a whole and not to any particular provision of this Agreement

ARTICLE II.
FORMATION AND TERM

Section 2.1 Formation. The Company was formed on December 8, 2015 as a Delaware limited liability company by the execution and filing of the Certificate with the Secretary of State of the State of Delaware under and pursuant to the Delaware Act. The Board of Directors shall cause to be executed all necessary certificates and documents, and shall make all such filings and recordings, and shall cause to be done all other acts as may be necessary or appropriate from time to time to comply with all requirements for the continued existence and operation of a limited liability company in the State of Delaware. The rights, powers, duties, obligations and liabilities of the Members (in their respective capacities as such) shall be determined pursuant to the Delaware Act and this Agreement. To the extent that the rights, powers, duties, obligations and liabilities of any Member (in its capacity as such) are different by reason of any provision of this Agreement than they would be in the absence of such provision, this Agreement shall, to the extent permitted by the Delaware Act, control.

Section 2.2 Name. The name of the Company shall be "Family Care Partners Holdings LLC". The business of the Company may be conducted upon compliance with all Applicable Laws under any other name designated by the Board of Directors.

Section 2.3 Term. The term of the Company will commence on the date of the filing of the Certificate in the office of the Secretary of State of the State of Delaware and will continue until dissolution in accordance with ARTICLE XIV of this Agreement.

Section 2.4 Registered Office and Registered Agent. The Board of Directors shall designate a registered agent and office within the State of Delaware. At any time, the Board of Directors may designate an alternate registered office or registered agent.

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Section 2.5 Principal Place of Business. The principal place of business of the Company shall be at such place as the Board of Directors may designate from time to time, which need not be in the State of Delaware, and the Company shall maintain its books and records at such principal place of business. The Company may have such other offices (within or without the State of Delaware) as the Board of Directors may designate from time to time.

Section 2.6 Qualification in Other Jurisdictions. The Company will be qualified, formed or registered under assumed or fictitious name statutes or similar laws in any jurisdiction in which the Company transacts business in which such qualification, formation or registration is required or desirable. The Board of Directors will cause to be executed, delivered and filed any certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in a jurisdiction in which the Company may wish to conduct business.

ARTICLE III.
PURPOSE, POWERS AND OPERATION OF THE COMPANY

Section 3.1 Purpose. The Company was formed to carry on any lawful business, purpose or activity as the Board of Directors may determine. The Company shall possess and may exercise all of the powers and privileges granted by the Delaware Act or by any other Applicable Law, together with any powers incidental thereto, which are necessary or convenient for the conduct, promotion or attainment of the business, purposes or activities of the Company. Notwithstanding anything herein to the contrary, nothing set forth herein shall be construed as authorizing the Company to possess any purpose or power, or to do any act or thing, forbidden by Applicable Law to a limited liability company organized under the laws of the State of Delaware.

Section 3.2 Powers of the Company. Subject to the provisions of this Agreement, (a) the Company may, execute, deliver and perform any and all contracts and engage in all activities and transactions necessary or advisable to carry out the foregoing purpose, all without any further act, vote or approval of any Member and (b) the Board of Directors may authorize any Person (including any Member or Officer) to execute, deliver and perform any contract and engage in all activities and transactions necessary or advisable to carry out the foregoing purpose on behalf of the Company.

Section 3.3 No State-Law Partnership. The Members intend that the Company shall not constitute or be treated as a partnership (including a limited partnership) or joint venture, and that no Member or Officer shall be a partner or joint venturer of any other Member or Officer, for any purposes other than federal, and if applicable, state and local income tax purposes, and this Agreement shall not be construed to the contrary. Notwithstanding the immediately preceding sentence, the Members intend that the Company shall be treated as a partnership for federal tax and, if applicable, state and local income tax purposes, and each Member and the Company shall file all tax returns, and otherwise take all tax and financial reporting positions, in a manner consistent with such treatment. Neither the Members nor the Company shall make any election under Treasury Regulations Section 301.7701-3, or any comparable provisions of state or local law, to treat the Company as an entity other than a partnership for federal tax or state or local income tax purposes.

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ARTICLE IV.
CAPITAL CONTRIBUTIONS; CAPITAL CALLS; CAPITAL ACCOUNTS

Section 4.1 Members and Capital Contributions.

(a) The name, address, initial Capital Contribution and Membership Units of each Member are set forth on Exhibit A attached hereto.

(b) No additional Capital Contributions by any Member shall be required in respect of their Membership Units after the issuance thereof without the consent of such Member.

(c) Except as otherwise permitted by the Board of Directors, (i) all Capital Contributions by any Member shall be payable in cash and (ii) Capital Contributions shall be payable in one instalment and shall be paid prior to the date of the proposed acceptance of the contribution.

Section 4.2 Member's Interest. Interests in the Company shall be represented solely by Membership Units. The Membership Units shall be divided among various classes (hereinafter collectively, "*Classes*", and individually, "*Class*"). As of the date hereof, the Company has created the following Classes: Common Class A Units ("*Common Class A Units*"), Common Class B Units ("*Common Class B Units*"), Common Class C Units ("*Common Class C Units*") and Preferred Units ("*Preferred Units*"). The rights, preferences, powers, qualifications, limitations and restrictions of each Class of Membership Units shall be as set forth in this Agreement (as may be amended from time to time). The Board of Directors has the right to create additional Classes of Membership Units with different terms and conditions, including terms that are senior to or *pari pasu* with other Classes. A Member's Membership Units will for all purposes be personal property. A Member has no interest in specific Company property.

Section 4.3 Status of Capital Contributions.

(a) Except as otherwise expressly provided or permitted in this Agreement, no Member shall have any right to the return of such Member's Capital Contribution, or any other amounts or capital from the Company, nor shall any Member have any right to receive any property from the Company other than cash, except as otherwise provided in this Agreement. Further, no return of a Member's Capital Contributions will be made hereunder if such distribution would violate Applicable Law. Under circumstances requiring a return of any Capital Contributions, no Member will have the right to demand or receive property other than cash, except as may be specifically provided in this Agreement.

(b) No Member will receive any interest, salary or drawing with respect to its Capital Contributions or its Capital Account or for services rendered on behalf of the Company or otherwise in its capacity as a Member, except as otherwise specifically provided in this Agreement or in any other written agreement entered into by the Company and such Member. No provision set forth in this Agreement shall be construed as conferring upon any Member the right to employment by the Company.

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Section 4.4 Capital Accounts. A Capital Account shall be established and maintained for each Member in accordance with the terms of this Agreement.

Section 4.5 Withdrawals and Returns of Capital. No Member shall be entitled to withdraw or receive any return of, or demand the return of, its Capital Contribution, or any other assets or capital, from the Company, including any property or cash, except as otherwise expressly provided in this Agreement. No Member shall have priority over any other Member as to the return of the amount of its Capital Contribution to the Company on its liquidation, other than as set forth in this Agreement.

Section 4.6 Advances. If any Member advances or loans any funds to the Company in excess of its Capital Contributions, (a) the amount of such advance will neither increase its Capital Account nor entitle it to any increase in its share of the distributions of the Company, (b) any such advance will be payable and collectible only out of Company Assets, and the other Members will not be personally obligated to repay any part thereof, and (c) such Member will not have or acquire, as a result of making such advance or loan, any direct or indirect interest in the profits, capital or property of the Company, other than as a creditor.

Section 4.7 Creditors Not Benefited. The provisions of this Agreement are intended to benefit only the Company, the Board of Directors, the Members and their respective permitted successors and assigns and the Indemnified Persons. It is not intended that these provisions benefit, and such provisions are not enforceable by, any creditors of the Company, the trustee in bankruptcy of the Company or any other Persons (other than the members of the Board of Directors, the Members and their respective permitted successors and assigns and the Indemnified Persons).

Section 4.8 Company Purchase Rights.

(a) Fault Termination. In the event of a Fault Termination of a Repurchase Member, all of the Common Units then held by such Common Member shall automatically be forfeited and cancelled without payment.

(b) Early Departure.

(i) Common Class B Members. In the event of an Early Departure of a Common Class B Member, the Company shall have the option for a period of 365 days following such Early Departure to purchase from such Common Class B Member all or a portion of the Common Class B Units then held by such Common Class B Member at a price per Common Class B Unit equal to the lower of (i) the Fair Market Value of such Common Class B Units and (ii) the Original Cost of such Common Class B Units.

(ii) Common Class C Members. In the event of an Early Departure of a Common Class C Member (A) holding vested Common Class C Units, the Company shall have the option for a period of 365 days following such Early Departure to purchase from such Common Class C Member all or a portion of the vested Common Class C Units then held by such Common Class C Member at a price per vested Common Class C Units equal to the lower of (x) the Fair Market Value of such vested Common Class C Units and (y) the Original Cost of such vested Common Class C Units and (B) holding

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unvested Common Class C Units, all of the unvested Common Class C Units then held by such Common Class C Member shall automatically be forfeited and cancelled without payment.

(c) No Fault Termination. In the event of a No Fault Termination of a Repurchase Member, the Company shall have the option for a period of 365 days following such No Fault Termination to purchase from such Repurchase Member all or a portion of the Common Class B Units or vested Common Class C Units, as applicable, then held by such Repurchase Member at a price per Common Class B Unit or vested Common Class C Unit, as applicable, equal to the Fair Market Value of such Common Class B Units or vested Common Class C Units, as applicable; provided that, in the event of a No Fault Termination of a Common Class C Member holding unvested Common Class C Units, all of the unvested Common Class C Units then held by such Common Class C Member shall automatically be forfeited and cancelled without payment.

(d) Termination due to Death, Disability, or Qualifying Resignation. In the event of the death, Disability or Qualifying Resignation of any Repurchase Member, the Company shall have the option for a period of 365 days following such death, Disability, or Qualifying Resignation to purchase from such Repurchase Member all or a portion of the Common Class B Units or vested Common Class C Units then held by such Repurchase Member, as applicable, at a price per Common Class B Unit or vested Common Class C Unit, as applicable, equal to the Fair Market Value of such Common Class B Unit or vested Common Class C Unit, as applicable; provided that, in the event of the death, Disability or Qualifying Resignation of a Common Class C Member holding unvested Common Class C Units, all of the unvested Common Class C Units then held by such Common Class C Member shall automatically be forfeited and cancelled without payment.

(e) Procedure for Purchase or Forfeiture. The Company shall exercise its rights under Section 4.8(a), 4.8(b), 4.8(c) and 4.8(d), by delivery of a notice to exercise (the "*Company Notice*") to the Repurchase Member(s) whose Common Class B Units or Common Class C Units, as applicable, are to be purchased pursuant to Section 4.8(a), 4.8(b), 4.8(c) and 4.8(d) to any Subsequent Transferee (as defined below), which notice shall include the number of Common Class B Units or Common Class C Units, as applicable, to be purchased. At the closing of any purchase pursuant to Section 4.8(a), 4.8(b), 4.8(c) and 4.8(d) (such purchase, a "*Company Purchase Right*"), which shall take place on such date (not later than 90 days after the delivery of the Company Notice) as the Company shall select, the Repurchase Member(s) and any Subsequent Transferee, as applicable, shall deliver instruments of transfer in form and substance reasonably satisfactory to the Company, duly executed by the applicable Repurchase Member(s) or such Subsequent Transferee, against delivery of the purchase price. The purchase price for such Common Units shall be payable, at the Company's option, in cash, check or wire transfer or with a subordinated note with a two (2) year term, which note shall be on terms reasonably acceptable to all parties. The closing of any forfeiture of any Common Class B Units or Common Class C Units, as applicable, pursuant to Section 4.8(a), 4.8(b), 4.8(c) and 4.8(d) shall take place on such date that the Company has exercised (or deemed to have exercise) such forfeiture right and shall be automatically effected without any further action by any party.

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(f) Application to Subsequent Transferees. For purposes of this Section 4.8, any Common Class B Units or Common Class C Units originally issued to any of the Repurchase Members that are subsequently Transferred to any Person (other than to the Company or Varsity) pursuant to an Involuntary Transfer or otherwise in accordance with this Agreement (a "*Subsequent Transferee*") shall be deemed to be held by the transferring Repurchase Member and the repurchase provisions set forth in this Section shall continue to apply based on the employment of such transferring Repurchase Member; provided, that any amounts to be paid in respect of such Membership Units pursuant to this Section 4.8 shall be paid to the applicable Subsequent Transferee.

(g) Varsity Exit. Notwithstanding anything to the contrary contained in Section 4.8(a)-(f), in the event Varsity no longer holds Membership Units, the Company repurchase price for any Common Class B Units or vested Common Class C Units upon any termination event set forth in Section 4.8(a)-(e) shall be equal to the Fair Market Value of such Common Class B Units or vested Common Class C Units, as applicable.

ARTICLE V.
MEMBERS

Section 5.1 Powers of Members. Except as otherwise specifically provided by this Agreement or required by the Delaware Act, no Member will have the power to act for or on behalf of, or to bind, the Company. Without limiting the generality of the foregoing, except as specifically set forth in this Agreement or otherwise required by Applicable Law, the Members shall not be entitled to vote on any matter.

Section 5.2 Limited Liability of Members.

(a) No Member shall have any personal liability whatsoever in its capacity as a Member, whether to the Company, to any of the Members or to the creditors of the Company, for the debts, liabilities, contracts or any other obligations of the Company or for any losses of the Company; provided, however, that for the avoidance of doubt, nothing contained in this Agreement shall be construed to limit the personal liability of a Member to the Company, to any of the Members or to the creditors of the Company, for the liabilities or obligations arising under the Colonial Acquisition Agreement (including indemnification obligations thereunder). A Member shall be liable only to make the initial Capital Contributions in accordance with Section 4.1 and to return distributions distributed to such Member to the extent required by the Delaware Act and other Applicable Law if such distributions were made in violation thereof. Except as otherwise set forth in this Agreement, a Member shall not be required to lend any funds to the Company or to repay to the Company, any Member or any creditor of the Company all or any portion of any negative amount of such Member's Capital Account.

(b) Any return or repayment of a Member's Capital Contribution and any payment in respect of the Member's interest in the Company and any other amounts that may be due to a Member from the Company shall be made only from the Company Assets to the extent available therefor.

Section 5.3 Voting Rights of the Members.

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(a) Notwithstanding any other provision of this Agreement to the contrary, actions or decisions with respect to any of the following matters or actions with respect to the Company or any of its Subsidiaries shall require the approval of Varsity:

(i) the creation of additional Classes of Membership Units with different preferences, terms and conditions, including terms that are senior to or *pari pasu* with other Classes;

(ii) the sale of all or a substantial portion of the assets of, any merger, consolidation, reorganization or recapitalization (including leveraged recapitalizations) of, acquisitions by, any tender offers by, liquidations or other similar transactions, or any sale of a majority of the Equity Securities of, the Company or any Subsidiary thereof;

(iii) any additional issuance, acquisition or sale of Equity Securities of the Company or any Subsidiary thereof (including stock options or other equity plans applicable to all management-level employees or any employees or consultants);

(iv) all decisions regarding the employment or termination of all executive management level employees of the Company or any Subsidiary thereof;

(v) other than with respect to Company's (and its wholly-owned Subsidiary's) obligations in respect of that certain Credit Agreement, dated as of the date hereof by and among Services Company, the other Loan Parties (as defined therein) party thereto, Freeport Financial Partners LLC, as Agent and Lead Arranger (as defined therein) and the Lenders (as defined therein) party thereto (as amended, restated, supplemented or otherwise modified from time to time) and any other Loan Documents (as defined therein) to which any of the Loan Parties is a party (provided that any amendment, restatement, supplement or other modification to such Credit Agreement or other Loan Document shall require Varsity's consent), any leveraged recapitalizations of Company or any financings, including financial indebtedness, by the Company or any Subsidiary thereof;

(vi) any financings, including financial indebtedness, by the Company or any Subsidiary thereof;

(vii) any amendment to, or waiver of any provision under, or the termination of, the Varsity Management Services Agreement, the Management Services Agreement or the Membership Interest Control Agreement;

(viii) any transactions with a Person related to any Common Member or any of their Affiliates, including fees for directorships;

(ix) any payment of indemnification expenses incurred by the Company or any Subsidiary thereof other than (A) payments to any Director of the Company or any Subsidiary thereof, (B) payments of amounts not in excess of 10% of EBITDA or (C) payments pursuant to existing contractual obligations;

(x) initiating any material legal or regulatory action or proceeding with respect to the Company or any Subsidiary thereof that is reasonably expected to result in liability to the Company or any Subsidiary thereof;

(xi) entry by the Company or any Subsidiary thereof into any material new lines of business;

(xii) entry by the Company or any Subsidiary thereof into any contract reasonably expected to impact EBITDA by more than 10%, either in its initial year or in any of the subsequent five (5) years; or

(xiii) any distributions to the Members pursuant to Section 8.2.

(b) Other than (i) in accordance with to Section 5.3(a) and (ii) any provision of this Agreement requiring the Consent or approval of a Member in its individual capacity (as compared to a class or group of Members), the business and affairs of the Company and each Subsidiary thereof shall be run by the Board of Directors and the Members shall have no Consent rights.

Section 5.4 Partition. Each Member waives any and all rights that it may have to maintain an action for partition of the Assets.

Section 5.5 Certificates. A Member's interest will not be certificated unless otherwise determined by the Board of Directors.

Section 5.6 Nondisclosure.

(a) Each Member acknowledges that such Member, while being a Member of the Company, will have access to confidential and proprietary information of the Company, including statistical, personal, patient and client information, private information concerning Colonial and the Company and their respective Affiliates (including Services Company), historical and financial information, business strategies, operating data, organizational and cost structures, product descriptions, pricing information, technology, know-how, processes, software, databases, trade secrets, contracts and other proprietary information (collectively, "*Confidential Information*"). Notwithstanding the foregoing, "Confidential Information" shall not include information (i) which is or becomes part of the public knowledge or literature, not as a result of any breach of the provisions of this Agreement or (ii) which is lawfully disclosed, without any restriction on additional disclosure, to the receiving Person by a third party who is free lawfully to disclose the same.

(b) Except as required by law or judicial order, each Member, while being a Member of the Company or at any time thereafter, shall not directly or indirectly, use Confidential Information in any way (including for such Member's own private or commercial purposes) or disclose Confidential Information to, or discuss Confidential Information with, any other Person; provided, however, that notwithstanding the foregoing (i) Members shall be permitted to use Confidential Information in connection with (A) his or her service as an employee, Officer and/or Director of the Company and/or its Subsidiaries and (B) the evaluation of his, her or its investment in the Company and (ii) Members shall be permitted to disclose

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Confidential Information (1) to those Directors, Members, Officers, employees or agents of the Company or its Subsidiaries whose access to such information is reasonably necessary in connection with the operation of the Company as contemplated under this Agreement and (2) with respect to each Member that is not an individual, those Directors, members, officers, employees, agents or limited partners of such Member whose access to such information is reasonably necessary in connection with the operation of such Member; provided that the party disclosing any Confidential Information pursuant to clause (ii)(2) shall (x) be required to inform the Person to whom such information is disclosed that such Confidential Information is subject to this Section 5.6 and that such Person is responsible to comply with this Section 5.6 as if such Person was a Member and (y) be responsible for any use or disclosure by such Person of the Confidential Information that would be in violation of this Section 5.6 if a Member had so used or disclosed such Confidential Information.

(c) Each Member acknowledges and agrees that the Company and the other Members may be harmed irreparably by a violation of this Section 5.6, that the Company's remedies at law for any breach or threat of breach of the provisions of this Section 5.6 shall be inadequate, and that the Company shall be entitled to an injunction or injunctions to prevent breaches of this Section 5.6 and to enforce specifically the terms and provisions hereof, in addition to any other remedy to which the Company may be entitled at law or in equity. Each Member hereby agrees to waive any requirement for the securing or posting of any bond in connection with such remedy. The provisions of this Section 5.6 shall survive any termination of this Agreement and, with respect to any Member, the date on which such Member ceases to be a Member.

Section 5.7 Members Are Not Agents. The Members shall have no power to participate in the management of the Company except as expressly authorized by the Delaware Act, this Agreement (including Section 5.3) or the Certificate. No Member, acting solely in the capacity of a Member, is an agent of the Company nor does any Member, unless expressly and duly authorized in writing to do so by the Board of Directors, have any power or authority to bind or act on behalf of the Company in any way, to pledge its credit, to execute any instrument on its behalf or to render it liable for any purpose.

Section 5.8 Waiver of Corporate Opportunity. Each of the Members acknowledge and agree that (a) the Company hereby renounces any interest or expectancy in an Investor Business Opportunity, (b) the corporate opportunity doctrine (or any analogous doctrine) shall not apply with respect to Varsity, Gilroy or any of their respective Affiliates, directors, officers, employees, or holders of their respective Equity Securities with respect to Investor Business Opportunities and (c) none of Varsity, Gilroy or any of their respective Affiliates, directors, officers, employees or holders of their respective Equity Securities shall have any obligation to communicate or offer any Investor Business Opportunity to the Company or any Member thereof and may pursue any Investor Business Opportunity solely for its own account.

Section 5.9 Restrictive Covenants.

(a) Non-Compete. During the Restricted Period, no Common Member shall engage in a business, directly or indirectly, that provides services similar to and competitive with those services provided by the Company and its Subsidiaries in any manner whatsoever, within

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the Restricted Territory. For purposes of this Agreement, "*Restricted Territory*" shall mean a geographic radius, as of the applicable date of determination, of forty-five (45) miles of any of the Company's or its Subsidiary's then offices and forty-five (45) miles of any locations in which the Company or any of its Subsidiaries provides services; provided, that after a Common Member ceases to own any Common Units, the Restricted Territory shall be determined as of the date the Common Member ceased to own any Common Units and "*Restricted Period*" shall mean the period commencing on the date such Common Member acquired Common Units and terminating on the two (2) year anniversary of the date in which such Common Member and its Affiliates cease to own any Common Units. For purposes of clarity, no Common Member shall be deemed to have breached the terms of this clause (a) solely as a result of providing medical and related health care services, the provision of which requires a professional license or other health care regulatory approval from a governmental authority.

(b) Non-Solicit. During the period commencing on the date a Common Member acquires Common Units and terminating on the two (2) year anniversary of the date in which such Common Member and its Affiliates cease to own any Common Units, a Common Member shall not, directly or indirectly, employ, cause to be employed or hired, recruit, solicit for employment or otherwise contract for the services of, any employees or independent contractors or former employees or independent contractors of the Company or any of its Subsidiaries.

ARTICLE VI.
MANAGEMENT

Section 6.1 The Board of Directors.

(a) Powers of the Board of Directors; Composition of the Board of Directors.

(i) Subject to the restrictions contained in this Agreement, including Section 5.3, the Board of Directors will manage the Company in accordance with this Agreement and will have full, exclusive and complete discretion to manage and control the business and affairs of the Company, to make all decisions affecting the business and affairs of the Company and to take all such actions as the Board of Directors deems necessary or appropriate to accomplish the purpose of the Company as set forth herein. All action required or permitted to be taken by the Company may be taken by the Board of Directors or by or at the direction of one or more Officers of the Company appointed pursuant to the provisions hereof, who will be subject to the supervision, direction and control of the Board of Directors. Subject to Section 5.3, the Board of Directors will have the power and authority to direct the Officers to, and the Officers will upon such direction by the Board of Directors, take such action as the Board of Directors deems proper, convenient or advisable to carry on the business and purposes of the Company and to exercise any and all of the powers of the Company set forth in Section 3.2 and, consistent with such direction, will have the authority to bind the Company. The Board of Directors shall manage the Company in accordance with Applicable Law and in a manner that it reasonably believes to be prudent and consistent with its fiduciary and other duties.

(ii) The Board of Directors shall consist of up to seven Directors (unless otherwise determined by the vote of the Board of Directors). The Directors shall be designated as follows: up to four Directors shall be designated by Varsity (the "*Preferred Directors*"); Dr. Lowder shall be designated as a Director so long as Dr. Lowder remains an employee of the Company Group (the "*Common Director*"); one Director may be designated by the Preferred Directors, after consultation with the Common Director; provided that such Director shall not be an Affiliate of Varsity (the "*Independent Director*"); and the Chief Executive Officer of the Company shall be designated as a Director. The initial Directors are set forth on Exhibit B.

(b) Meetings; Quorum; Proxies; Action by the Board of Directors at a Meeting.

(i) Meetings of the Board of Directors shall take place from time to time, but not less frequently than once each fiscal quarter at the offices of the Company or at such other location as may be determined by the Board of Directors. Meetings of the Board of Directors may only be called by any Preferred Director or by the Chairman of the Board of Directors. Written notice of every meeting of the Board of Directors or any committees thereof shall be given to each Director at least four (4) calendar days prior to the date of such meeting. Such notice need not state the purpose or purposes of, nor the business to be transacted at, such meeting, except as may otherwise be required by law or provided for in this Agreement. Notice of any meeting of the Board of Directors may be given personally, by mail, courier, electronic mail or other reasonably appropriate means. Notice of a meeting need not be given to any Director who signs a waiver of notice or a consent to holding the meeting or a consent in lieu of meeting or an approval of the minutes of a meeting, whether before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice. At all meetings of the Board of Directors, business shall be transacted in such order as shall from time to time be determined by the Chairman of the Board of Directors or, if there is no Chairman of the Board of Directors, by a chairman selected by a majority of the Board of Directors in attendance at such meeting.

(ii) The presence (either in person or by proxy) of Directors holding at least four (4) Director Votes shall constitute a quorum for the transaction of the business of the Board of Directors.

(iii) The actions and decisions of the Board of Directors shall be determined at meetings of the Board of Directors at which a quorum is present by the approval of at least four (4) Director Votes. Each Director that has been appointed, other than the Preferred Directors, shall have one Director Vote and the Preferred Directors shall collectively have four (4) Director Votes (with each of such Director Votes allocated equally among all Preferred Directors at such meeting). Any Director shall have the right to appoint any other Director to act as proxy or otherwise on his or her behalf and in his or her place at any meeting of the Board of Directors which he or she is unable to attend. The same Director may act as proxy or otherwise on behalf of more than one Director. For the purposes of clarity, each Preferred Director attending a meeting of the

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Board of Directors shall automatically serve as a proxy for any Preferred Director not attending such meeting.

(iv) The Members acknowledge and agree that the terms and conditions of the Varsity Management Services Agreement (including the fees payable to Varsity Management thereunder) and the Company's entry into the Varsity Management Services Agreement have been approved prior to the date of this Agreement.

(c) Chairman of the Board of Directors. Meetings of the Board of Directors shall be presided over by the Chairman of the Board of Directors, who shall be shall be chosen by the Preferred Directors. Mr. David Alpern shall be the initial Chairman of the Board of Directors. The Chairman of the Board of Directors shall not have additional votes as a result of serving as the Chairman.

(d) Minutes. The decisions and resolutions of each meeting of the Board of Directors shall be reported in minutes, which shall state the date and place of the meeting, the Directors present, the resolutions put to a vote and the results of the voting. The minutes shall be filed in the minute book of the Company at the principal place of business of the Company. The Chairman of the Board of Directors shall appoint a Person to act as secretary of each meeting of the Board of Directors, which person shall take the minutes of such meeting. A copy of the minutes shall be provided to each Director upon request.

(e) Action by Consent of the Board of Directors. Any action required or permitted to be taken at a meeting of the Board of Directors may be taken without a meeting if a majority of the Director Votes consents thereto in writing. Any consent satisfying the provisions of this Section 6.1(e) shall have the same effect as a vote of the members of the Board of Directors at a duly convened meeting of the Board of Directors. The consents shall be filed in the minute book of the Company at the principal place of business of the Company.

(f) Telephone Conference. Directors may participate in a meeting of the Board of Directors or any committee thereof through the use of conference telephone or similar communications equipment, provided that all of the Directors participating in such meeting can communicate with each other. Participation in a meeting pursuant to this Section 6.1(f) shall constitute presence at the meeting for all purposes.

(g) Resignation; Removal. Any Director may resign at any time upon written notice to the Company. Such resignation shall be effective upon receipt thereof by the Company or at such time as may be specified in the notice of resignation. A Preferred Director or Independent Director may only be removed with the prior written consent of the holders of a majority of the Preferred Units then outstanding, with or without cause. The Common Director may not be removed prior to the termination of his or her employment with the Company Group.

(h) Vacancies. In the event that a vacancy is created on the Board of Directors at any time by the death, disability, retirement, resignation or removal (with or without cause) of a Preferred Director or Independent Director, the holders of a majority of the Preferred Units then outstanding shall have the right to designate a replacement Director to fill such vacancy at any time and from time to time. In the event that a vacancy is created on the Board of

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Directors at any time by the death, disability, retirement, or resignation of the Common Director, the holders of a majority of the Common Class A Units then outstanding shall have the right to designate a replacement Common Director to fill such vacancy at any time and from time to time; provided that such replacement Common Director must be an employee or service provider of the Company Group prior to his appointment.

(i) Compensation of Directors. Unless otherwise determined by the Board of Directors, Directors shall not be entitled to compensation from the Company for their services as a Director; provided, that nothing shall prevent any Director from receiving compensation for such Director's services as an Officer of the Company. The Company shall reimburse all Directors for their reasonable travel, lodging and meal expenses in connection with their attendance at meetings of the Board of Directors and any committees thereof. Notwithstanding the foregoing, the Board of Directors shall have the right to grant Membership Units to the Independent Directors.

(j) Limitation of Liability. Except as otherwise prohibited by the Delaware Act and subject to the provisions of this Section 6.1(j), neither the Board of Directors nor any Director shall be liable, responsible or accountable for damages or otherwise to the Company or any Member for any action taken or failure to act within the scope of the authority conferred on the Board of Directors or the Directors by this Agreement, by Applicable Law or by the Members. This Agreement is not intended to, and does not, create or impose any fiduciary duty on any of the Members, the Board of Directors or any Director or Officer (each, a "*Covered Person*"). Nothing in this Agreement or any other current or future agreement or understanding between any Covered Person and the Company, shall limit this Section 6.1(j).

(k) Waiver of Fiduciary Duties. Each of the Members and the Company hereby waives any and all fiduciary duties owed by the Directors that, absent such waiver, may be implied by any applicable law, and in doing so acknowledges and agrees that the duties, liabilities and obligations of each Director to the Company and the Members are only as expressly set forth in this Agreement. The provisions of this Agreement, to the extent that they restrict the duties, liabilities and obligations of a Director otherwise existing at law or in equity, are agreed by the Company and the Members to replace such other duties and liabilities, other than any duty of good faith or fair dealing, of such Director. The Company hereby renounces, to the fullest extent permitted by the Delaware Act and Applicable Law, any interest or expectancy of the Company in, or in being offered, an opportunity to participate in any Investor Business Opportunity. Nothing in this Agreement or any other current or future agreement or understanding between any Director and the Company, shall limit this Section 6.1(k).

Section 6.2 Officers.

(a) General. The Company may have such officers as the Board of Directors shall from time to time determine (collectively, the "*Officers*"). Any number of offices may be held by the same Person. Officers need not be Members, Directors or residents of the State of Delaware. Nothing contained herein nor shall the ownership of any Membership Units confer upon any Person the right to employment or to remain in the employ of the Company. Nothing contained in this Section 6.2(a) shall be deemed to limit or otherwise abridge any rights or

obligations to which the Company or an Officer may be subject pursuant to the terms of any employment, management or other similar agreement.

(b) Appointment of Officers. The Board of Directors shall have the sole power to designate Officers. Any Officers so designated shall have such authority and perform such duties as the Board of Directors may, from time to time, delegate to them by written resolution of the Board of Directors. The Board of Directors may assign titles to particular Officers. Each Officer shall hold office for the term for which he or she is elected or until he or she shall resign or shall have been removed in the manner hereinafter provided. The initial Officers of the Company are set forth on Exhibit C.

(c) Compensation of Officers. The salaries or other compensation, if any, of the Officers of the Company shall be fixed from time to time by the Board of Directors.

(d) Resignation/Removal. Any Officer may resign as such at any time. Such resignation shall be made in writing and shall take effect at the time specified therein or, if no time be specified, at the time of its receipt by the Board of Directors. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation. Subject to the terms of any applicable employment agreement, any Officer may be removed as such, either with or without cause, at any time by the Board of Directors.

(e) Titles. The Board of Directors may permit any of the Officers of the Company to use additional or alternative titles or job descriptions in furtherance of the Company's business. Each Officer shall be deemed for purposes of this Agreement to be acting in his capacity as an Officer of the Company notwithstanding the permitted title or titles used by such Person.

ARTICLE VII.
AMENDMENTS

Section 7.1 Amendments. Any amendment to this Agreement will be adopted and be effective as an amendment hereto if approved by (a) the Board of Directors and (b) a majority of the Preferred Directors; provided, however, that no amendment will be made, and any such purported amendment will be void and ineffective, to the extent the result thereof would be to: (i) impose an obligation on a Member's to make an additional Capital Contribution without the Consent of the Member so affected, (ii) adversely affect the non-economic rights or obligations of a Member in a manner disproportionate to its effect on other Members holding the same Class of Membership Units without the Consent of the Member so affected, (iii) cause the Company to be treated as anything other than a partnership for purposes of United States income taxation without the Consent of all the Members or (iv) amend Article VIII, Article IX, Article X or this Section 7.1 without the Consent of all the Members. Notwithstanding the foregoing, the proviso in the immediately preceding sentence will not apply to amendments relating to (x) the issuance of existing Membership Units, (y) the creation or issuance of additional Classes of Membership Units or (z) Section 4.8 or any other repurchase rights of Varsity or the Preferred Members. The Board of Directors shall provide to all Members a copy of any amendments to this Agreement.

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ARTICLE VIII.
DISTRIBUTIONS

Section 8.1 Distributions Generally. Subject to the other provisions of this Article VIII, the Board of Directors shall distribute Net Cash Available for Distribution when and as determined by the Board of Directors. Notwithstanding anything to the contrary contained in this Agreement, the Company, and the Board of Directors on behalf of the Company, shall not be required to make a distribution to any Member on account of its Membership Units if such distribution would violate the Act, Applicable Law or the terms of any contractual arrangement entered into by the Company.

Section 8.2 Interim Distributions. Subject to Section 8.1, Section 8.3 and Section 8.4 and Section 8.5, Net Cash Available for Distribution and all proceeds of a Deemed Liquidation Event will be distributed as follows:

(a) first, taking into account all amounts received pursuant to prior distributions pursuant to this Section 8.2, to the Preferred Members, pro rata in accordance with their Preferred Percentage Interest, until such time as each Preferred Member has received under this clause (a) a priority return of eight percent (8.0%) per annum, compounded quarterly, on the difference between the aggregate Capital Contributions of such Preferred Member reduced by the aggregate distributions to such Member under Section 8.2(b);

(b) second, taking into account all amounts received pursuant to prior distributions pursuant to this Section 8.2, to the Preferred Members, pro rata in proportion to any unpaid priority return under Section 8.2(a), until such time as each Preferred Member, has received cumulative distributions under this clause (b) equal to such Preferred Member's aggregate Capital Contributions;

(c) third, taking into account all amounts received pursuant to prior distributions pursuant to this Section 8.2, to the Common Members, pro rata in accordance with their Common Percentage, until such time as the Common Members have received cumulative distributions under this Section 8.2(c) equal to the Aggregate Common Percentage of all distributions made pursuant to Sections 8.2(a), (b) and (c); and

(d) thereafter, pro rata to the Members in accordance with their Percentage Interests.

For purposes of clarity, references to the aggregate Capital Contributions of each Preferred Member in clauses (a) and (c) of this Section 8.2 shall reflect, following the distributions provided under Section 8.4, the amounts shown as "Initial Capital Contributions" for such Preferred Member on Exhibit A attached hereto, which amounts reflect Capital Contributions after taking into account the distributions under Section 8.4.

Section 8.3 Tax Liability Distribution; Distributions Upon Liquidation.

(a) Within one hundred twenty (120) days following the end of each Fiscal Year (and within 30 days following the end of each quarter of such Fiscal Years, with respect to estimated taxes), the Company will make a cash distribution, to the extent that the Company

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shall have Net Cash Available for Distribution to make such distribution, to each Member in an amount intended, without taking into account any distribution made to such Member with respect to such Fiscal Year pursuant to Section 8.2, to enable each Member to discharge its United States federal, state, local and foreign income tax liabilities (including any estimated tax liabilities), if any, arising from this Agreement, but only to the extent provided in this Section 8.3(a) (a "*Tax Liability Distribution*"). The amount of any such Tax Liability Distribution to any Member shall be calculated at least once each Fiscal Year and shall equal the product of (i) the maximum combined United States federal and the highest relevant state and local tax rates applicable to any Member with respect to taxable income allocated to such Member by the Company (taking into account the character of such income and the deductibility of state and local taxes for federal income tax purposes) for such Fiscal Year and (ii) the total amount of income allocable to such Member for such Fiscal Year under this Agreement, which amount shall not take into account any allocations to such Member under Sections 743 and/or 704(c) of the Code. Any Tax Liability Distributions received pursuant to this Section 8.3(a) shall not reduce the amount of the next distribution(s) that the Member would otherwise receive pursuant to Section 8, including under Section 14.3(c) (but shall reduce the amount of the next distribution(s) that the Member would otherwise receive pursuant to Section 8.2(c) or (d), including under Section 14.3(c)).

(b) Distributions made in conjunction with the final liquidation of the Company shall be applied or distributed as provided in Section 14.3(c).

(c) For the avoidance of doubt, because of the timing of distributions the conditions provided in one of the clauses in Section 8.2 may be satisfied as of the time of a particular distribution, but may not still be satisfied at the time of a later distribution, in which case distributions will be made pursuant to the earliest stage in the distribution waterfall set forth in Section 8.2 with regard to all conditions that are not then satisfied.

Section 8.4 Initial Borrowing Distribution. Notwithstanding Section 8.2, on the date of this Agreement, after the consummation of the Borrowing (as defined in the Colonial Acquisition Agreement), the Company shall make an initial distribution of such Borrowing proceeds to the Preferred Members and Class A Common Members in the amounts set forth on Schedule 8.4 hereto, respectively; provided that, the parties intend that such Borrowing proceeds shall be distributed immediately prior to Gilroy becoming a Member and thus, Gilroy shall not receive any Borrowing proceeds.

Section 8.5 Profits Interest Distributions. Notwithstanding anything in Section 8.2 to the contrary, no distribution shall be made to a Profits Interest Member with respect to such Profits Interest Member's Common Class C Units pursuant to Section 8.2 until the aggregate amount of prior distributions to all other Members pursuant to Section 8.2 equals such Profits Interest Member's Threshold Amount with respect to such Common Class C Units held by the Profits Interest Member. With respect to the distributions to the Common Class C Units held by a Profits Interest Member, the Company shall withhold all amounts otherwise distributable with respect to the Common Class C Units that are not vested and shall distribute those amount to the holders of those unvested Common Class C Units only upon vesting of those Common Class C Units.

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Section 8.6 Withholding.

(a) The Company may withhold distributions or portions thereof if it is required to do so by any Applicable Law. Each Member hereby authorizes the Company to withhold from or pay on behalf of or with respect to such Member any amount of federal, state, local or foreign taxes that the Board of Directors determines that the Company is required to withhold or pay with respect to any amount distributable or allocable to such Member pursuant to this Agreement. Any amounts so withheld or paid on behalf of or with respect to a Member pursuant to this Section 8.6 shall be deemed to have been distributed to such Member. To the extent that the cumulative amount of such withholding for any period exceeds the distributions to which such Member is entitled for such period, the amount of such excess may, in the discretion of the Board of Directors, be considered a loan from the Company to such Member, with an annual compounded interest rate equal to eight percent (8%) (provided, however, that any income derived from such deemed loan shall not be allocated to or distributed to the Member requiring such loan), until discharged by such Member by repayment, which may, at the option of the Board of Directors, be satisfied (i) out of distributions to which such Member would otherwise be subsequently entitled, or (ii) by the immediate payment in cash to the Member of such excess amount. The Board of Directors, on behalf of the Company, shall be entitled to take any other action it determines to be necessary or appropriate in connection with any obligation or possible obligation to impose withholding pursuant to any tax law or to pay any tax with respect to a Member. Unless prohibited by applicable law, each Member hereby unconditionally and irrevocably grants to the Company a security interest in such Member's interest to secure such Member's obligation to pay to the Company any amounts required to be paid pursuant to this Section 8.6. Each Member shall take such actions as the Company shall request in order to perfect or enforce the security interest created hereunder. Each Member's obligations hereunder shall survive the dissolution, liquidation or winding up of the Company.

(b) If any tax assessment or other governmental charge is withheld or deducted from any amount payable to the Company, the amount so deducted or withheld will be treated for purposes of this Agreement as an expense of the Company; provided that to the extent such amount is withheld or deducted by reason of the status of some Members (the "*Affected Members*") but not all Members, the related expenses shall (i) without duplication of any withholding deemed distributed pursuant to Section 8.6(a), reduce the amount of Net Cash Available for Distribution to such Affected Members pursuant to Section 8.2 and Section 8.3(a), and (ii) without duplication, reduce the amount of Net Income (or increase the amount of Net Loss) allocated to such Affected Members pursuant to Section 9.1(b). For purposes of applying the foregoing provisions, taxes paid, incurred or withheld by the Company or its Subsidiaries, or withheld from any distribution received by the Company or a Subsidiary, in each case on behalf of or in respect of a Member, will be treated as amounts distributed to such Member at the time such taxes are paid, incurred or withheld.

Section 8.7 Distributions In-Kind. No right is given to any Member to demand and receive property other than cash. Distributions made prior to the liquidation of the Company will only take the form of cash or Marketable Securities. Upon liquidation of the Company, the Board of Directors will endeavour to make distributions as described in the preceding sentence, but distributions may also include non-marketable Securities, with prior notice to the Members, and such distributions may, at the direction of each Member, be made directly to the Member or

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indirectly through the use of a liquidating trust or other entity. In addition, any in-kind distributions shall be made in such a fashion as to ensure that the Fair Market Value is distributed and allocated in accordance with this Article VIII and that each Member to which such distribution is then being made receives an amount no greater than its *pro rata* share of such in-kind distributions (except as otherwise provided in this Agreement).

Section 8.8 No Return of Distributions. No Member shall be required to return any distributions made pursuant to this ARTICLE VIII, other than as required by applicable law.

ARTICLE IX.
ALLOCATIONS

Section 9.1 Allocation of Net Income and Net Loss.

(a) Net Income and Net Loss and items thereof shall be determined and allocated with respect to each Fiscal Year of the Company as of the end of such Fiscal Year and at any time the Gross Asset Values of Company Assets are adjusted pursuant to clause (b) or clause (c) of the definition thereof, and more often as required hereby or by the Code.

(b) Subject to the other provisions of this Article IX, Net Income and Net Loss for any Fiscal Year or other period shall be allocated in a manner such that the Capital Account balances of each of the Members shall be equal to (i) the amount that each Member would have been entitled to receive pursuant to Section 8.2 if the Company were liquidated at such time and liquidating distributions were governed by Section 8.2 (and taking into account, for purposes of this Section 9.1, the effect of Section 8.3 and Section 8.5), assuming that all Company Assets were sold for cash equal to their respective Gross Asset Values and all Company liabilities were satisfied (limited with respect to each Nonrecourse Liability to the Gross Asset Value of the Company Assets securing such liability), minus (ii) such Member's share of Company Minimum Gain and Member Minimum Gain, computed immediately before the hypothetical sale of Company Assets. The Members agree that the Preferred Members' right to receive the priority return described in Section 8.2(b) is intended to reflect a right to an allocable share of Net Income and not an allocation of gross income or a guaranteed payment within the meaning of Section 707(a) or (c) of the Code. Notwithstanding the foregoing, upon a liquidation of the Company pursuant to Section 14.3, the Company shall, to the extent necessary, allocate individual items of income, gain, loss or deduction of the Company among the Members such that the Capital Account balance of each Member is as nearly as possible, on a proportionate basis, equal to the amounts provided for in the preceding sentence of this Section 9.1(b). Notwithstanding any other provision of this Agreement the Board of Directors may make such allocations of Net Income or Net Loss (or items thereof) as it deems reasonably necessary to give economic effect to the provisions of this Agreement, taking into such facts and circumstances as it deems reasonably necessary for this purpose.

Section 9.2 Regulatory Allocations. Notwithstanding the foregoing provisions of this Article IX, the following special allocations shall be made in the following order of priority:

(a) Minimum Gain Chargeback. If there is a net decrease in Company Minimum Gain during a Company taxable year, then each Member shall be allocated items of

Company income and gain for such taxable year (and, if necessary, for subsequent years) in an amount equal to such Member's share of the net decrease in Company Minimum Gain, determined in accordance with Treasury Regulations Section 1.704-2(g)(2). This Section 9.2(a) is intended to comply with the minimum gain chargeback requirement of Treasury Regulations Section 1.704-2(f) and shall be interpreted consistently therewith.

(b) Member Minimum Gain Chargeback. If there is a net decrease in Member Minimum Gain attributable to a Member Nonrecourse Debt during any Company taxable year, each Member who has a share of the Member Minimum Gain attributable to such Member Nonrecourse Debt, determined in accordance with Treasury Regulations Section 1.704-2(i)(5), shall be specially allocated items of Company income and gain for such taxable year (and, if necessary, subsequent years) in an amount equal to such Member's share of the net decrease in Member Minimum Gain attributable to such Member Nonrecourse Debt, determined in accordance with the provisions of Treasury Regulations Section 1.704-2(i)(3). This Section 9.2(b) is intended to comply with the partner nonrecourse debt minimum gain chargeback requirement of Treasury Regulations Section 1.704-2(i)(4) and shall be interpreted consistently therewith.

(c) Qualified Income Offset. If any Member unexpectedly receives an adjustment, allocation, or distribution of the type contemplated by Treasury Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5) or (6), items of income and gain shall be allocated to all such Members (in proportion to the amounts of their respective Adjusted Capital Account Deficits) in an amount and manner sufficient to eliminate their respective Adjusted Capital Account Deficits as quickly as possible. It is intended that this Section 9.2(c) qualify and be construed as a "qualified income offset" within the meaning of Treasury Regulations Section 1.704-1(b)(2)(ii)(d).

(d) Limitation on Allocation of Net Loss. If the allocation of Net Loss to a Member as provided in Section 9.1 hereof would create or increase an Adjusted Capital Account Deficit, there shall be allocated to such Member only that amount of Net Loss as will not create or increase an Adjusted Capital Account Deficit. The Net Loss that would, absent the application of the preceding sentence, otherwise be allocated to such Member shall be allocated to the other Members in accordance with their relative Percentage Interests, subject to the limitations of this Section 9.2(d).

(e) Nonrecourse Deductions and Member Nonrecourse Deductions. The Nonrecourse Deductions for each taxable year of the Company shall be allocated to the Members in proportion to their Percentage Interests. The Member Nonrecourse Deductions shall be allocated each year to the Member that bears the economic risk of loss (within the meaning of Treasury Regulations Section 1.752-2) for the Member Nonrecourse Debt to which such Member Nonrecourse Deductions are attributable.

(f) Curative Allocation. The allocations set forth in Sections 9.2(a), 9.2(b), 9.2(c), 9.2(d), and 9.2(e) hereof (the "*Regulatory Allocations*") are intended to comply with certain requirements of Treasury Regulations Sections 1.704-1(b) and 1.704-2(i). Notwithstanding the provisions of Section 9.1(b), the Regulatory Allocations shall be taken into account in allocating other items of income, gain, loss and deduction among the Members so

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that, to the extent possible, the net amount of such allocations of other items and the Regulatory Allocations to each Member shall be equal to the net amount that would have been allocated to each such Member if the Regulatory Allocations had not occurred.

Section 9.3 Tax Allocations.

(a) Except as provided in Section 9.3(b) hereof, for income tax purposes under the Code and the Treasury Regulations, each Company item of income, gain, loss and deduction shall be allocated among the Members in the same manner as the Company's correlative item of "book" income, gain, loss or deduction is allocated pursuant to this Article IX.

(b) Tax items with respect to a Company Asset that is contributed to the Company with a Gross Asset Value that varies from its basis in the hands of the contributing Member immediately preceding the date of contribution shall be allocated among the Members for income tax purposes pursuant to Treasury Regulations promulgated under Code Section 704(c) so as to take into account such variation. The Company shall account for such variation under any method approved under Code Section 704(c) and the applicable Treasury Regulations as chosen by the Board of Directors. If the Gross Asset Value of any Company Asset is adjusted subsequent to its contribution pursuant to the definition of "Gross Asset Value", subsequent allocations of income, gain, loss and deduction with respect to such Company Asset shall take account of any variation between the adjusted basis of such Company Asset for federal income tax purposes and its Gross Asset Value in the same manner as under Code Section 704(c) and the Treasury Regulations promulgated thereunder using any method approved under Code Section 704(c) and the applicable Treasury Regulations as chosen by the Board of Directors. Allocations pursuant to this Section 9.3(b) are solely for purposes of federal, state and local taxes and shall not affect, or in any way be taken into account in computing, any Member's Capital Account or share of Net Income, Net Loss and any other items or distributions pursuant to any provision of this Agreement.

Section 9.4 Other Provisions.

(a) For any Fiscal Year during which Membership Units are transferred among the Members or to another Person, the portion of the Net Income, Net Loss and other items of income, gain, loss, deduction and credit that are allocable with respect to such Membership Units shall be apportioned between the transferor and the transferee under any method allowed pursuant to Section 706 of the Code and the applicable Treasury Regulations as determined by the Board of Directors.

(b) For purposes of determining a Member's proportional share of the Company's "excess nonrecourse liabilities" within the meaning of Treasury Regulations Section 1.752-3(a)(3), each Member's interest in income and gain shall be such Member's Percentage Interest.

Section 9.5 Binding Effect. All allocations, calculations, distributions and determinations made by the Board of Directors or its independent public accountants in accordance with this Agreement shall be final and binding on all Members.

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ARTICLE X.
ADMISSION OF AND WITHDRAWAL OF BY MEMBERS; TRANSFERS

Section 10.1 No Withdrawal of Members; Inactive Members. No Member shall be entitled to withdraw from the Company or receive any return of, or demand the return of, its Capital Contribution, or any other assets or capital, from the Company, including any property other than cash in respect of its Membership Units, except as set forth in this Agreement or upon the liquidation of the Company or as otherwise approved by the Board of Directors in its discretion.

Section 10.2 Transfers by Members.

(a) Certain Prohibitions. Except as specifically provided in this Agreement or any other agreement entered into between any Member and Varsity, no Common Member or Preferred Member other than Varsity may, directly or indirectly, sell, transfer, assign, convey, pledge, mortgage, encumber, hypothecate or otherwise dispose of or suffer the creation of an interest in or Lien on (a "*Transfer*") all or any part of its Membership Units without the consent of the Board of Directors, in its sole discretion. Any such Transfer as to which the Board of Directors may have consented may only be made upon compliance with Section 10.2(b). Each Common Class A Member shall take all actions necessary to prohibit each of its direct and indirect holders of its Equity Securities from any Indirect Transfers of such Equity Securities. Each Repurchase Member shall take all actions necessary to prohibit each of its direct and indirect holders of its Equity Securities from any Involuntary Transfers of such Equity Securities; provided that if an Involuntary Transfer occurs, notwithstanding the prohibitions in this Agreement, then the provisions of Section 10.2(e) shall apply.

(b) Conditions to Transfer. Any purported Transfer by a Member must satisfy the following additional conditions (any one or more of which may be waived by the Board of Directors):

(i) the Transferor or Transferee must undertake to pay all expenses incurred by the Company in connection therewith;

(ii) the Company must receive from the Person to whom such Transfer is to be made a counterpart of this Agreement executed by or on behalf of such Person and such other documents, instruments and certificates as may reasonably be requested by the Board of Directors pursuant to which such Transferee will become bound by this Agreement with respect to the Membership Units so Transferred;

(iii) the Company must receive from the proposed Transferor and Transferee such documents, opinions, instruments and certificates as the Board of Directors may reasonably request;

(iv) prior to making any such Transfer to a Transferee proposed by such Member, such proposed Transferor must deliver to the Company the opinion of counsel described in Section 10.2(c);

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(v) the Board of Directors must receive an opinion of counsel to the Company reasonably acceptable to the Board of Directors (or other assurances reasonably satisfactory to the Board of Directors) substantially to the effect that consummating such Transfer:

(A) will not cause the Company to be terminated pursuant to Section 708 of the Code, to lose its status as a partnership for United States federal income tax purposes, or to be considered a publicly traded partnership under Section 7704(b) of the Code; and

(B) will not require the Company to register as an investment company under the Investment Company Act or under any similar state securities laws; and

(vi) such Member is Transferring the Transferred Interest in the Company in such transaction to one or more Transferees, each of which is an "accredited investor" within the meaning of Regulation D promulgated under the Securities Act.

(c) Required Opinion of Counsel. The opinion of counsel referred to in Section 10.2(b)(iv) (unless waived by the Board of Directors) must be in form and substance reasonably satisfactory to the Board of Directors, must be from independent counsel reasonably satisfactory to the Board of Directors and (unless specified otherwise by the Board of Directors) must be substantially to the effect that the Transfer contemplated by the opinion is being made in a manner that is exempt from the registration requirements of the Securities Act and the registration or qualification requirements of applicable state securities laws.

(d) Nonconforming Transfers Void. Any actual or purported Transfer of the Membership Units of any Member that does not comply with the provisions of Section 10.2 shall be void *ab initio* and of no force and effect and shall not bind the Company. The Company will incur no liability for distributions made to any Transferor prior to compliance with Section 10.2 with respect to the Membership Unit that is the subject of any such actual or purported Transfer.

(e) Involuntary Transfers.

(i) If an Involuntary Transfer by a Common Member occurs, then the Common Member whose Common Units (or any direct or indirect interest therein) have been so transferred (or such Member's Legal Representative, beneficiary, heir, devisee, legatee, or testamentary trustee, if applicable) shall promptly, but in any event within 5 days after such Involuntary Transfer, give written notice to the Company, with a copy to the Person to whom the Involuntary Transfer was made (the "*Involuntary Transferee*"), stating the reason that the Involuntary Transfer occurred, the date of the Involuntary Transfer, the name and address of the Involuntary Transferee, and the number of Common Units and Class of such Common Units (or any direct or indirect interest therein) acquired by such Person and any other terms and conditions of the Involuntary Transfer.

(ii) The Company shall have the option to elect to purchase all or any portion of the Common Units involved in the Involuntary Transfer for a period ending on

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the later of (A) 120 days after the Company's receipt of the written notice under Section 10.2(e)(i), or (B) 30 days after determination of the Fair Market Value for such Common Units. The purchase price for such Common Units shall be the lower of (x) the Fair Market Value thereof, (y) the Original Cost thereof, and (z) the same price, if any, paid (directly or indirectly) for such Common Units in the Involuntary Transfer that gave rise to the option; provided, however, that if the Involuntary Transfer is a result of any bankruptcy, insolvency or similar proceedings, death, divorce, or involves a Transfer without consideration, the purchase price for such Common Units shall be the Fair Market Value thereof. The Company may exercise such option by giving written notice of exercise to the Involuntary Transferee within the period set forth above. Upon the Company's delivery of such written notice, the Involuntary Transferee shall be obligated to sell such Common Units in accordance with this Agreement. Subject to this Section 10.2(e)(ii), the purchase price for such Common Units shall be payable, at the Company's option, in cash, check or wire transfer or with a subordinated note with a two (2) year term, which note shall be on terms reasonably acceptable to all parties. The closing of the Company's purchase of such Common Units shall take place at the Company's principal executive office at such time and date as determined by the Company. Both the Common Member that made the Involuntary Transfer and the Involuntary Transferee shall represent and warrant in writing that he, she or it is the record and beneficial owner of the Common Units and shall execute and deliver such other documents, certificates and agreements as the Company shall reasonably request. Notwithstanding anything to the contrary contained in this Agreement, all repurchases of Common Units by the Company will be subject to applicable restrictions contained in the Delaware Limited Liability Company Act or such other governing corporate law, and in the Company's debt and equity financing agreements. If any such restrictions prohibit the repurchase of Common Units hereunder which the Company is otherwise entitled or required to make, then the Company may make such repurchases as soon as it is permitted to make repurchases under such restrictions.

(iii) If the Common Member does not give written notice of an Involuntary Transfer to the Company, then the Company may at any time give notice to such Member that it has obtained knowledge that an Involuntary Transfer has occurred and the periods set forth in Section 10.2(e)(ii) shall commence upon delivery of such notice to the applicable Member. If such option is not exercised in full by the Company within the applicable exercise periods, then the Involuntary Transferee may retain the Common Units that are not purchased pursuant to the exercise of such option, provided, that such Common Units shall be subject to the provisions of this Agreement (as if still held by the transferring Repurchase Member).

(f) Permitted Transfers.

(i) A Transfer by a Preferred Member of all or any portion of its Membership Units in the Company to a Preferred Permitted Transferee shall be permitted without the necessity of obtaining the approval of the Board of Directors, so long as such Transfer complies with Section 10.2(b). Such Preferred Transferee shall, upon becoming a member of the Company (if not already a Member), represent, warrant and covenant to

the other Members the representations, warranties and covenants set forth in ARTICLE XV (as applied to such Preferred Permitted Transferee).

(ii) A Transfer by one or more Common Members of all or any portion of its Membership Units in the Company to a Common Permitted Transferee shall be permitted without the necessity of obtaining the approval of the Board of Directors, so long as such Transfer complies with Section 10.2(b). Such Common Permitted Transferee shall, upon becoming a member of the Company (if not already a Member), represent, warrant and covenant to the other Members the representations, warranties and covenants set forth in ARTICLE XV (as applied to such Common Permitted Transferee).

(g) Varsity Rights. In connection with any Transfer by Varsity of its Membership Units, it shall have the right, but not the obligation, to transfer all or a portion of its rights under this Agreement to the Transferee.

Section 10.3 Preemptive Rights. Subject to the terms and conditions of this Section 10.3 and applicable securities laws, if the Company issues, offers or sells any new Membership Units to a Person, the Company shall offer such Membership Units to the Preferred Members and Common Class A Members (collectively, the "*Preemptive Members*") in accordance with the Preemptive Percentage Interests and with the following provisions:

(a) The Company shall give notice (the "*Preemptive Offer Notice*") to each Preemptive Member, stating (i) the number of new Membership Units issued, offered, sold or to be issued, offered or sold (the "*New Membership Units*") and (ii) the price, terms, preferences and rights, if any, upon which it proposes to issue, offer or sell such New Membership Units. For the avoidance of doubt, nothing shall prevent the Company from offering such New Membership Units to the Preemptive Members promptly following the issuance or grant of such New Membership Units, including following any issuance or grant of New Membership Units to Varsity or its Affiliates; provided that any New Membership Units issued or sold in connection with such issuance shall be disregarded for purposes of calculating each Preemptive Member's Preemptive Percentage Interest at such time (but not for subsequent determinations).

(b) By notification to the Company within ten (10) days after the Preemptive Offer Notice is given, each Preemptive Member may elect to purchase or otherwise acquire, at the price and on the terms specified in the Preemptive Offer Notice, up to such Preemptive Member's Preemptive Percentage Interest; provided, however, that in the event any Preemptive Member does not purchase all of its Preemptive Percentage Interest of the New Membership Units, the Preferred Members shall have the right to purchase up to such Preferred Member's Preferred Percentage Interest (excluding any non-purchasing Preferred Member, if applicable) of such New Membership Units not purchased by the non-purchasing Preemptive Member; provided, further, that notwithstanding anything to the contrary contained herein, Group shall have the right to assign any of its rights set forth in this Section 10.3 to its shareholders or members, each of whom shall be automatically admitted as a Class A Member immediately upon his or her acquisition of any Membership Units, subject to the other requirements in this Agreement. The closing of any sale pursuant to this Section 10.3 shall occur within the later of (i) sixty (60) days of the date that the Preemptive Offer Notice is given and (ii) the date of initial issuance, offer or sale of the New Membership Units.

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(c) The Company may, during the 120-day period following the expiration of the ten (10)-day period provided in Section 10.3(b), issue, offer or sell to any Person or Persons at a price not less than, and upon terms no more favorable to the offeree than, those specified in the Preemptive Offer Notice (i) such portion of the New Membership Units which the Preemptive Members do not have the right to purchase pursuant to this Section 10.3 and (ii) any New Membership Units that the Preemptive Member does not elect to purchase pursuant to Section 10.3. If the Company does not consummate such issuance or sale of the New Membership Units within such 120-day period, the preemptive rights provided pursuant to this Section 10.3 shall be deemed to be revived and such New Membership Units shall not be issued, offered or sold unless first reoffered to the Preemptive Members in accordance with this Section 10.3.

(d) The preemptive rights set forth in this Section 10.3 shall not be applicable to (i) Membership Units issued to employees of the Company or any of its Subsidiaries pursuant to an equity incentive plan approved by the Board of Directors, (ii) Membership Units issued in an underwritten public offering of Securities, (iii) Membership Units issued in connection with the acquisition by the Company of another Person that is not an Affiliate of the Company or any Member (or the assets of another Person) that is approved by the Board of Directors or (iv) Membership Units issued at Fair Market Value (as determined by the Board of Directors in its sole discretion) to a physician employed by Colonial or any other medical practice group to which the Company provides services, which physician is not as of the date of this Agreement (A) already a physician employed by Colonial or (B) a member or shareholder of Group.

(e) Notwithstanding anything in this Section 10.3 to the contrary, in the event that Varsity waives or fails to exercise its preemptive rights (and no Affiliate of Varsity is acquiring any New Membership Units in such transaction) pursuant to this Section 10.3, no other Member may exercise any preemptive right pursuant to this Section 10.3 with respect to the offering in which Varsity waived or failed to exercise its preemptive rights.

Section 10.4 Drag-Along Rights.

(a) If Varsity (the "*Drag-Along Seller*") desires to Transfer Membership Units to one or more third parties (collectively, the "*Purchaser*") that is not an Affiliate of Varsity, the Drag-Along Seller shall have the right (a "*Drag-Along Right*") to require each other Member to use reasonable efforts to (i) take all action necessary or appropriate in order to cause or enable the Drag-Along Seller or the Company, as applicable, to effect such transaction and (ii) sell, Transfer or otherwise dispose of a corresponding percentage of its Membership Units (as compared to the percentage of the Drag-Along Seller's Membership Units being sold in such transaction) to the Purchaser on the same terms and conditions, for the same per unit consideration for each Class of Membership Units and at the same time as the Membership Units being sold by the Drag-Along Seller (a transaction described above, a "*Drag-Along Sale*").

(b) In order to exercise a Drag-Along Right, the Drag-Along Seller shall notify each other Member thereof, such notice to set forth the principal terms and conditions of the proposed Drag-Along Sale. Each other Member will use its reasonable efforts to take all actions reasonably requested by the Drag-Along Seller in connection with the consummation of such Drag-Along Sale.

(c) In a Drag-Along Sale, if required, the Members shall execute the same documents as the Drag-Along Seller and make customary representations and warranties, including, if required, with respect to title to and ownership of such Member's Membership Units and the due power and authority of such Member in connection with such Transfer. Without limiting the foregoing, each Member shall, if required, sign any and all documents, certificates and other deliveries requested to facilitate such Drag-Along Sale, and be severally (but not jointly) obligated to join on a *pro rata* basis (based on its share of the aggregate proceeds received by such Member in such sale) in any indemnification obligation the Board of Directors agrees to in connection with such Transfer (other than any such obligations that relate specifically to such Member, such as indemnification with respect to representations and warranties given by such Member); provided, however, that no Member shall be obligated in connection with such sale to indemnify any party in an aggregate amount in excess of the net cash proceeds actually paid to and received by that Member in such Transfer, other than in respect of fraud or representations with respect to title to and ownership of such Member's Membership Units, the due power and authority of such Member in connection with such Transfer and other matters specific to such Member. In addition to the foregoing, if requested by the Drag-Along Seller, in connection with a Drag-Along Sale, each Common Member shall agree to enter into any non-compete or non-solicit covenants requested by a buyer; provided that, in no event shall the term (which shall be reset at the date of the closing of such Drag-Along Sale), geography or scope of such covenants be longer in term, larger in geographical distance (based on the locations of the Company and any of its Subsidiaries' offices and the locations that the Company or any of its Subsidiaries' provides services to as of the date of the closing of the Drag-Along Sale) or larger in scope, than the term, geography or scope of the equivalent covenants in the Colonial Acquisition Agreement; provided that, the definition of competing business and the scope of such business for such purposes shall be defined as the business of the Company as of the date of the closing of the Drag-Along Sale.

(d) Upon the consummation of a Drag-Along Sale, the Drag-Along Seller and each other Member shall receive that portion of the aggregate consideration being paid for the Membership Units sold pursuant to the Drag-Along Sale (the "*Drag-Along Consideration*") equal to the amount each Member would have been entitled to receive under Section 8.2 if the Drag-Along Sale were a Deemed Liquidation Event, assuming (i) the only Membership Units outstanding are the Membership Units being sold in the Drag-Along Sale, (ii) for the purposes of calculating the distributions to which each Preferred Member is entitled under Section 8.2(a) and Section 8.2(b), the Capital Contributions of each Preferred Member will be deemed to be equal to the product of (A) the Capital Contributions of such Preferred Member as of the date of the Drag-Along Sale and (B) the Applicable Percentage and (iii) any distributions previously paid pursuant to Section 8.2(a) and Section 8.2(b) shall deemed to be equal to the product of (1) the total distributions previously paid to such Preferred Member as of the date of the Drag-Along Sale under Section 8.2(a) and Section 8.2(b) with respect to all Preferred Units held by such Preferred Member as of the date of the Drag-Along Sale and (2) the Applicable Percentage. In the event that different Classes of Membership Units and Interests are being sold in the Drag-Along Sale, the Board of Directors shall determine any equitable adjustment reasonably necessary to give effect to these provisions taking into consideration the characteristics of such different Classes of Membership Units.

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(e) In connection with the consummation of any Deemed Liquidation Event, each Member acknowledges and agrees that it shall:

(i) consent to and raise no objections against any such Deemed Liquidation Event properly authorized and consummated pursuant to the terms hereof;

(ii) not exercise any rights of appraisal, dissenters' rights or similar rights, all of which are hereby waived; and

(iii) take all reasonably necessary actions in his, her or its capacity as a Member as and when requested by the Board of Directors.

Section 10.5 Tag-Along Rights.

(a) Subject to Section 10.5(f), except for a Transfer to a Common Permitted Transferee or a Preferred Permitted Transferee in accordance with Section 10.2(f), if at any time Varsity (the "*Selling Member*") proposes to Transfer all or any of its Membership Units to a Purchaser, the Selling Member shall first offer (the "*Tag-Along Offer*") to the other Members (each an "*Offeree*") by delivery of a written notice (the "*Offer Notice*") offering the other Members the option to sell such Member's Percentage Interests of Membership Units being sold in such transaction (a transaction described above, a "*Tag-Along Sale*"). The Offer Notice shall identify the Purchaser and the aggregate number of Membership Units the Purchaser is offering to purchase, the Tag Along Consideration (as defined below) being offered and all other material terms and conditions of the Tag-Along Offer.

(b) For a period of thirty (30) days following its receipt of the Offer Notice (the "*Tag-Along Period*"), each Offeree shall have the right to irrevocably accept the Tag-Along Offer, exercisable by delivery of a written notice of acceptance (the "*Tag-Along Acceptance*") on the terms and conditions specified in the Tag-Along Offer to the Selling Member, with a copy to each other Offeree.

(c) If one or more Offerees elects to accept the Tag-Along Offer by delivering a Tag-Along Acceptance (which must be received by the Selling Member prior to the expiration of the Tag-Along Period), the Selling Member shall use all commercially reasonable efforts to cause the Purchaser to agree to acquire all of the applicable Membership Units included in such Tag-Along Acceptances (the "*Tag-Along Units*") upon the same terms and conditions set forth in the Offer Notice. If the Purchaser is unwilling or unable to acquire all of Tag-Along Units upon such terms, then the Selling Member may elect either to cancel such sale or to proceed with such sale by reducing the number of Selling Member Membership Units to be sold pursuant to the Tag-Along Sale and the number of Tag-Along Units to be sold pursuant to the Tag-Along Acceptances such that the total number of Selling Member Membership Units to be sold by the Selling Member, on the one hand, and the total number of Tag-Along Units to be sold by the Offerees who delivered a Tag-Along Acceptance, on the other hand, shall each be reduced by being multiplied by a fraction, the numerator of which is equal to the total number of Membership Units the Purchaser is willing to purchase and the denominator of which is equal to the aggregate of the total number of Selling Member Membership Units proposed to be sold by the Selling Member and the total number of Tag-Along Units proposed to be sold by the

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Offerees who delivered a Tag-Along Acceptance (such final amount for each Offeree, the "*Applicable Tag-Along Amount*"). Within ten (10) Business Days after the end of the Tag-Along Period, the Selling Member shall notify each Offeree who delivered a Tag-Along Acceptance of the Applicable Tag-Along Amount and also how many Membership Units the Selling Member is selling compared to the total number of applicable Membership Units (including Selling Member Membership Units) being sold.

(d) Upon the consummation of such Tag-Along Sale, the Selling Member and each Offeree who delivered a Tag-Along Acceptance shall receive that portion of the aggregate consideration for the Membership Units sold pursuant to such Tag-Along Sale ("*Tag-Along Consideration*") equal to (i) the amount being paid by such Purchaser in the Tag-Along Sale multiplied by (ii) a fraction, the numerator of which is the total number of Membership Units the Selling Member or Offeree, as applicable, is selling in such Tag-Along Sale, and the denominator of which is equal to the total number of Membership Units being sold in such Tag-Along Sale.

(e) The Purchaser shall have 90 days, commencing on the day the Offer Notice is mailed, in which to purchase from the Selling Member and the Offerees, the number of Selling Member Membership Units and Tag-Along Units, as applicable, as determined pursuant to this Section 10.5. The terms and conditions of such Tag-Along Sale shall be as set forth in the Offer Notice, and the timing of such sale of Tag-Along Units shall be contemporaneously with the sale of the Selling Member Membership Units. If at the end of such 90-day period the Purchaser has not completed the purchase of all the Selling Member Membership Units and all the Offerees' Membership Units proposed to be sold, the provisions of this Section 10.5 shall continue to be in effect with respect to all such Membership Units as if no Offer Notice had been given with respect thereto.

(f) Notwithstanding anything in this Section 10.5 to the contrary, in no event shall any holder of Common Units be entitled to participate in a Tag-Along Sale unless the Deemed Per Unit Consideration being paid in such Tag-Along Sale is equal to or in excess of the Minimum Price Per Unit.

ARTICLE XI.
BOOKS AND RECORDS

Section 11.1 Books, Records and Financial Statements.

(a) At all times during the continuance of the Company, the Company will maintain, at its principal place of business, separate books of account for the Company that will show a true and accurate record of all costs and expenses incurred, all charges made, all credits made and received and all income derived in connection with the operation of the Company business in accordance with generally accepted accounting principles consistently applied, and, to the extent inconsistent therewith, in accordance with this Agreement. Such books of account, together with a copy of this Agreement and of the Certificate, will at all times be maintained at the principal place of business of the Company and will be open to inspection and examination at reasonable times by each Member and its duly authorized representative for any purpose reasonably related to such Member's interest as a member of the Company.

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(b) The Board of Directors will prepare and maintain, or cause to be prepared and maintained, the books of account of the Company and shall oversee the preparation of the information set forth in clause (c). The expenses associated with preparing the information or documents described in clause (c) shall be expenses of the Company.

(c) The following financial information will be transmitted by the Company to Varsity, and made available to each Common Class A Member upon request (provided that such requesting Common Class A Member holds a Common Percentage of at least 5%), within 90 days after the close of each Fiscal Year:

(i) audited balance sheet of the Company as of the beginning and close of such Fiscal Year;

(ii) audited statement of Company profits and losses for such Fiscal Year;

(iii) statement of such Member's Capital Account as of the close of such Fiscal Year, and changes therein during such Fiscal Year;

(iv) a statement indicating such Member's share of each item of Company income, gain, loss, deduction or credit for such Fiscal Year for income tax purposes; and

(v) a certificate of the Chief Executive Officer certifying that all distributions to the Members during such Fiscal Year, if any, have been made in accordance with this Agreement.

(d) The following financial information will be transmitted by the Company to Varsity within forty-five (45) days after the close of each calendar quarter:

(i) balance sheet of the Company as of the beginning and close of such quarter; and

(ii) statement of Company profits and losses for such quarter.

Section 11.2 Accounting Method. For both financial and tax reporting purposes and for purposes of determining profits and losses, the books and records of the Company will be kept in accordance with generally accepted accounting principles consistently applied and will reflect all Company transactions and be appropriate for the Company's business.

Section 11.3 Audit. The annual financial statements of the Company will be audited by an independent certified public accountant, as determined by the Board of Directors. Any such audit will be accompanied by a report of such accountant containing its opinion.

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ARTICLE XII.
TAX MATTERS

Section 12.1 Preparation of Tax Returns. The Tax Matters Member will arrange for the preparation and timely filing of all returns relating to Company income, gains, losses, deductions and credits, as necessary for federal, state and local income tax purposes and will provide the Members with applicable Form Schedules K-1 within one hundred twenty (120) days following the end of the Fiscal Year of the Company.

Section 12.2 Tax Matters. Varsity is hereby designated as the tax matters partner of the Company for purposes of Section 6231(a)(7) of the Code prior to its amendment by the Revised Partnership Audit Procedures and as the "partnership representative" of the Company for any tax period subject to the provisions of Section 6223 of the Code, as amended by the Revised Partnership Audit Procedures and in such capacity is authorized and required to represent the Company in connection with any administrative proceeding at the Company level with the Internal Revenue Service relating to the determination of any item of Company income, gain, loss, deduction or credit for federal income tax purposes. The Members acknowledge and agree that Varsity, as Tax Matters Member, may take actions to minimize any obligations of the Company to pay taxes and interest in connection with any audit of the Company, including, if the Tax Matters Member so determines, by means of elections under Section 6226 of the Code and/or the Members filing amended returns under Section 6225(c)(2) of the Code, in each case as amended by the Revised Partnership Audit Procedures. The Members agree to cooperate in good faith, including without limitation by timely providing information reasonably requested by the Tax Matters Member and making elections and filing amended returns reasonably requested by the Tax Matters Member, and by paying any applicable taxes, interest and penalties, to give effect to the preceding sentence. The Company shall make any payments it may be required to make under the Revised Partnership Audit Procedures and, in the Tax Matters Member's discretion, allocate any such payment among the current or former Members of the Company for the "reviewed year" to which the payment relates in a manner that reflects the current or former Members' respective interests in the Company for that year and any other factors taken into account in determining the amount of the payment. To the extent payments are made by the Company on behalf of or with respect to a current Member in accordance with this Section 12.2, such amounts shall, at the election of the Tax Matters Member, (a) be applied to and reduce the next distribution(s) otherwise payable to such Member under this Agreement or (b) be paid by the Member to the Company within thirty (30) days of written notice from the Tax Matters Member requesting the payment. In addition, if any such payment is made on behalf of or with respect to a former Member, that Member shall pay over to the Company an amount equal to the amount of such payment made on behalf of or with respect to it within thirty (30) days of written notice from the Tax Matters Member requesting the payment. Any cost or expense incurred by the Tax Matters Member in connection with its duties, including the preparation for or pursuance of administrative or judicial proceedings, will be paid by the Company. The provisions contained in this Section 12.2 shall survive the dissolution of the Company and the withdrawal of any Member or the Transfer of any Member's interest in the Company and shall apply to any current or former Member.

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Section 12.3 Taxation as Partnership. The Company shall at all times be treated as a partnership for federal and state income tax purposes and neither the Board of Directors nor the Members shall change such classification without the Consent of the Members.

ARTICLE XIII.
LIABILITY AND INDEMNIFICATION

Section 13.1 Liability.

(a) Except as otherwise provided by the Delaware Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, will be solely the debts, obligations and liabilities of the Company, and no Indemnified Person will be obligated personally for any such debt, obligation or liability of the Company solely by reason of being an Indemnified Person.

(b) Except as otherwise expressly required by the Delaware Act or Applicable Law, neither the Board of Directors nor any Member will have any liability, whether to the Company, the Board of Directors, to any of the other Members or to the creditors of the Company, for (i) any loss suffered by the Company or any other Member that arises out of any investment or other action or omission of any other Indemnified Person if such action or omission did not constitute gross negligence, intentional misconduct or fraud or (ii) the debts, liabilities, contracts or other obligations of the Company. Notwithstanding the foregoing, an Indemnified Person will be liable to the Company and the other Indemnified Persons for such Indemnified Person's material breach of his, her, its express obligations under this Agreement as determined by arbitration under Section 16.1, and any payments expressly required to be made by such Indemnified Person pursuant to this Agreement.

Section 13.2 Indemnification.

(a) Agreement to Indemnify. The Company will, to the fullest extent permitted by Applicable Law, indemnify and hold harmless each Indemnified Person against all claims, liabilities and expenses of whatever nature ("*Claims*") relating to activities undertaken in connection with or in relation to the Company or this Agreement, including amounts paid in satisfaction of judgments, in compromise or as fines and penalties, and attorneys', accountants' and other professionals' fees and expenses and all other expenses reasonably incurred in the defense, prosecution or preparation for the defense or prosecution of, or preparing to testify as a witness in connection with, any such Claim (all of such amounts covered by this Section 13.2 are referred to as "*Damages*") imposed upon or reasonably incurred by such Indemnified Person in connection with the defense, prosecution or other disposition of any action, suit, arbitration or other proceeding (a "*Proceeding*"), whether civil, criminal, administrative or investigative, before any court, administrative body or arbitrator in which such Indemnified Person may be or may have been involved, as a party or otherwise, or with which such Indemnified Person may be or may have been threatened, except with respect to any matter as to which such Indemnified Person did not act in good faith and in the reasonable belief that such Indemnified Person's action was in or not opposed to the best interests of the Company or constituted gross negligence, intentional misconduct or fraud. No indemnification will be payable pursuant to this Section 13.2 to an Indemnified Person:

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(i) against any liability incurred by reason of conduct that has been finally determined (without right to further appeal) to be Disabling Conduct by such Indemnified Person;

(ii) in respect of any action by or in the right of the Company against such Indemnified Person if such Indemnified Person is adjudged to be liable to the Company unless and only to the extent that the court in which such proceeding was brought or an arbitrator pursuant to an arbitration conducted pursuant to Section 16.1 determines upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such Indemnified Person is fairly and reasonably entitled to indemnity for such expenses which such court or arbitrator deems proper; and

(iii) in respect of any proceeding brought or maintained by such Indemnified Person against the Company, the Board of Directors or any Member or such Member's Affiliates.

The termination of any Proceeding by judgment, order, settlement or conviction or upon a plea of *nolo contendere* or its equivalent will not, of itself, create a presumption that such Indemnified Person was guilty of Disabling Conduct or that such Person did not act in good faith, and in a manner such Indemnified Person reasonably believed to be in or not opposed to the best interests of the Company or that such Indemnified Person had reasonable cause to believe that its conduct was unlawful.

(b) Certain Determinations. All determinations that the applicable standards of conduct have been met for indemnification under this Section 13.2 will be made by the Board of Directors in the good-faith exercise of their judgment, except, with respect to the Directors, to the extent directors and executive officers of a corporation incorporated under the laws of the State of Delaware would have personal liability for Damages under the laws of the State of Delaware; provided, however, that if the determination is being made with respect to an Indemnified Person who is also a member of, or has a representative on, the Board of Directors, such Person or their representative shall not participate in such determination by the Board of Directors.

(c) Advancement of Monies. In the discretion of the Board of Directors, expenses incurred by an Indemnified Person in connection with any Claim that may be subject to a right of indemnification hereunder may be advanced by the Company prior to the final disposition thereof upon the Company's receipt of an undertaking by or on behalf of the Indemnified Person to repay such amount to the Company if it is determined ultimately that the Indemnified Person is not entitled to be indemnified hereunder in respect of such Claim.

(d) Reimbursement. To the extent that any Indemnified Person has been successful on the merits or otherwise in defense of a Claim referred to in Section 13.2(a) hereof or an action by or in the right of the Company, the Company will indemnify such Indemnified Person against all expenses actually and reasonably incurred by such Indemnified Person in connection therewith.

(e) Notice of Claims, etc. Promptly after receipt by an Indemnified Person of notice of the commencement of any Claim or threatened Claim referred to in this Section 13.2, such Indemnified Person must, if a claim for indemnification in respect thereof is to be made against the Company, give written notice to the Company of such Claim; provided, however, that the failure of any Indemnified Person to give notice as provided herein will not relieve the Company of its obligations under this Section 13.2, except to the extent that the Company is prejudiced by such failure to give notice. Subject to any attorney-client privilege or similar consideration, each Indemnified Person must keep the Board of Directors apprised of the progress and status of any such Claim. Subject to any attorney-client privilege or similar consideration, the Board of Directors will furnish to each Member such information concerning any such Claim to which such Member is a party as such Member may from time to time reasonably request.

(f) Participation in Defense. In case any Proceeding is brought against any Indemnified Person for which such Person is seeking indemnity hereunder, the Company will be entitled to participate in and to assume the defense thereof to the extent that the Board of Directors in their discretion may determine, with counsel reasonably satisfactory to such Indemnified Person, unless in the opinion of independent counsel to such Indemnified Person a conflict of interest exists or may reasonably be expected to arise between the Company and such Indemnified Person. After the Company so assumes the defense thereof, the Company will not be liable for expenses subsequently incurred by the Indemnified Person in connection with the defense thereof. The Company will not consent to entry of any judgment or enter into any settlement which does not include as an unconditional term thereof the giving by the claimant or plaintiff to such Indemnified Person of a release from all liability in respect of such Claim. If the Company does not elect to assume the defense of an Indemnified Person, such Indemnified Person may not enter into any settlement for which he, she or it seeks to be indemnified under this Agreement without the Consent of the Board of Directors.

(g) Limitation on Indemnification. The indemnification to be provided by the Company pursuant to this Section 13.2 will only be recoverable out of the assets of the Company.

(h) Survival. The provisions of this Section 13.2 will not survive the termination of the Company and the final distribution of its assets as a result thereof, and following such termination, neither any Member nor any Indemnified Person will have any claim for indemnification hereunder against any Member or against or with respect to any assets or properties distributed to such Member at any time. The provisions of this Section 13.2 will survive in favor of any Indemnified Person.

ARTICLE XIV.
DISSOLUTION, LIQUIDATION AND TERMINATION

Section 14.1 Dissolution. The Company will be dissolved and its affairs will be wound up upon the occurrence of any of the following events:

(a) the entry of a decree of judicial dissolution under Section 18-802 of the Delaware Act; or

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(b) Board of Directors consent to dissolve the Company.

Section 14.2 Notice of Dissolution. Upon the dissolution of the Company, the Board of Directors will promptly notify the Members of such dissolution.

Section 14.3 Liquidation. Upon dissolution of the Company, subject to Section 14.4 below, the Board of Directors, as liquidating trustee, will immediately commence to wind up the Company's affairs; provided, however, that a reasonable time will be allowed for the orderly liquidation of the assets of the Company and the satisfaction of liabilities to creditors so as to enable the Members to minimize the normal losses attendant upon a liquidation. The cash proceeds from the liquidation of Company Assets shall be applied or distributed by the Company in the following order:

(a) first, to the creditors of the Company (including the Board of Directors and any Members that are creditors to the extent permitted by law), in satisfaction of liabilities of the Company other than liabilities for distributions to Members pursuant to Sections 18-601 and 18-604 of the Delaware Act, and as reasonable reserves therefor;

(b) second, to Members and former Members in satisfaction of liabilities, if any, for distributions pursuant to Sections 18-601 and 18-604 of the Delaware Act, and as reasonable reserves therefor; and

(c) third, to the Members in accordance with Section 8.2.

Section 14.4 Termination. The Company will terminate when all of the assets of the Company have been distributed in the manner provided for in this Article XIV, and the Certificate will have been cancelled in the manner required by the Delaware Act.

Section 14.5 Claims of the Members. Members and former Members may look solely to the Company's assets for the return of their Capital Contributions, and if the assets of the Company remaining after payment of or due provision for all debts, liabilities and obligations of the Company are insufficient to return such Capital Contributions, the Members and former Members will have no recourse against the Company or any other Member.

ARTICLE XV.
REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE MEMBERS; CONFIDENTIALITY

Section 15.1 Representations, Warranties and Covenants. Each Member represents and warrants to and covenants with the other Members and the Company as follows:

(a) This Agreement constitutes the legal, valid and binding obligation of such Member, enforceable against such Member in accordance with its terms.

(b) No consents or approvals from, or notification of or filings with, any Governmental Authority or other Person are required for such Member to enter into this Agreement.

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(c) The execution and delivery of this Agreement by such Member and the consummation of the transactions contemplated hereby by such Member do not conflict with or contravene the provisions of any agreement or instrument by which he or its properties are bound or Applicable Law to which such Member or its properties are subject.

(d) It will not Transfer or offer to Transfer all or any part of its Membership Units in the Company in violation of this Agreement, the Securities Act or any other Applicable Law.

(e) Such Member's Membership Units are intended to be and are being acquired solely for such Member's own account for investment and with no present intention of distributing or reselling all or any part thereof; such Member acknowledges that he is able and is prepared to bear the economic risk of making all Capital Contributions contemplated hereby and to suffer any loss of such Member's Membership Units, including any Capital Contributions made by such Member.

ARTICLE XVI.
MISCELLANEOUS

Section 16.1 Dispute Resolution. To the fullest extent permitted by Applicable Law, any controversy, dispute, or claim between or among any of the Company, the Board of Directors, any Member, any Indemnified Person and any third-party beneficiary of this Agreement arising out of, in connection with, or in relation to the interpretation, performance or breach of this Agreement or any agreement or other instrument executed pursuant hereto or otherwise arising out of the execution of any of the foregoing, including any claim based on contract, tort or statute, shall be determined, at the request of the Company, any Member, any Indemnified Person or any such third-party beneficiary, by arbitration conducted in the English language in Delaware in accordance with and to the extent permitted by the Rules for Commercial Arbitration of the American Arbitration Association as in effect on the date that demand for such arbitration is filed with the American Arbitration Association. The arbitrator shall set forth its determination in writing (which shall be sent to each party to such arbitration) and shall enumerate in reasonable detail the basis of his determination. To the fullest extent permitted by Applicable Law, any judgment or award rendered by the arbitrator will be final, conclusive and binding. Judgment may be entered on any final, unappealable arbitration award by any Federal or State court or other court having jurisdiction thereof. The pendency of any arbitration under this Section 16.1 shall not relieve any Member of its obligations under this Agreement, including the obligations to make Capital Contributions on a timely basis. To the fullest extent permitted by Applicable Law, any controversy concerning whether a dispute is an arbitrable dispute or as to the interpretation or enforceability of this Section 16.1 shall be determined by the arbitrator. To the fullest extent permitted by Applicable Law, if the Company, the Board of Directors, any Member, any Indemnified Person or any such third-party beneficiary shall resort to legal proceedings for injunctive or other similar relief pending the outcome of any such arbitration proceeding or prior to the initiation thereof, such Person shall not be deemed to have waived its rights to cause such matter or any other matter to be referred to arbitration pursuant to this Section 16.1. The arbitrator shall be a retired or former judge of any appellate court or Superior Court of the State of Delaware or the United States District Court for the District of Delaware, provided such individual has substantial professional experience with

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regard to corporate or Company legal matters. It is intended that this Agreement to arbitrate be valid, enforceable and irrevocable. The arbitrator shall have authority in his discretion to grant injunctive relief, award specific performance and impose sanctions upon any party to any such arbitration. In his award, the arbitrator shall allocate, in his discretion, among the parties to the arbitration all costs of arbitration, including the fees of the arbitrator and reasonable attorneys' fees, costs and expert witness expenses of the parties.

Section 16.2 Notices. All notices provided for in this Agreement must be in writing, duly signed by the party giving such notice, and must be delivered, faxed or mailed, as follows.

(a) If given to the Company or the Board of Directors, at the Company's mailing address set forth below;

c/o Colonial Family Practice, LLC
325 Broad Street
Sumter, SC 29150
Facsimile: (803) 418-0202
Attention: Clayton R. Lowder, III, M.D.

With a copy to:

c/o Varsity Management Company, LLC
1875 Century Park East, #1980
Los Angeles, CA 90067
Attn: David Alpern

With a copy, which alone shall not constitute notice, to:

Morgan, Lewis & Bockius LLP
101 Park Avenue
New York, New York 10178
Attn: Jonathan D. Morris
Facsimile: (212) 309-6001

With a copy, which alone shall not constitute notice, to:

Morgan, Lewis & Bockius LLP
1111 Pennsylvania Avenue, NW
Washington, DC 20004
Attn: Joyce A. Cowan
Facsimile: (202) 739-3001

(b) If to Varsity, to:

c/o Varsity Management Company, LLC
1875 Century Park East, #1980
Los Angeles, CA 90067

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Attn: David Alpern

With a copy, which alone shall not constitute notice, to:

Morgan, Lewis & Bockius LLP
101 Park Avenue
New York, New York 10178
Attn: Jonathan D. Morris
Facsimile: (212) 309-6001

With a copy, which alone shall not constitute notice, to:

Morgan, Lewis & Bockius LLP
1111 Pennsylvania Avenue, NW
Washington, DC 20004
Attn: Joyce A. Cowan
Facsimile: (202) 739-3001

(c) If to any other Member, at the address set forth opposite such Member's name on Exhibit A.

All such notices will be deemed to have been given when received.

Section 16.3 Failure to Pursue Remedies.

The failure of any party to seek redress for violation of, or to insist upon the strict performance of, any provision of this Agreement will not prevent a subsequent act, which would have originally constituted a violation from having the effect of an original violation.

Section 16.4 Cumulative Remedies. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party will not preclude or waive such party's right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Section 16.5 Binding Effect. This Agreement will be binding upon and inure to the benefit of all of the parties and, to the extent permitted by this Agreement, their successors, legal representatives and assigns.

Section 16.6 Interpretation. Throughout this Agreement, nouns, pronouns and verbs will be construed as masculine, feminine, neuter, singular or plural, whichever is applicable. Unless otherwise indicated, all references herein to "Articles," "Sections" and paragraphs refer to corresponding provisions of this Agreement.

Section 16.7 Severability. The invalidity or unenforceability of any particular provision of this Agreement will not affect the other provisions hereof, and this Agreement will be construed in all respects as if such invalid or unenforceable provision were omitted.

Section 16.8 Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. All counterparts will be construed together and will constitute one instrument.

Section 16.9 Waiver. No rights or remedies hereunder be waived except as approved by the Board of Directors in writing. Any waiver given for breach or default will be effective only for the breach or default which it addresses and will not be deemed a waiver of any other breach or default.

Section 16.10 Further Assurances. Each Member agrees to execute any additional documents and to perform any additional acts as are, or become, necessary or convenient to carry out the purposes of this Agreement.

Section 16.11 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the formation of, and the terms and conditions relating to the management, operation, business and affairs of, the Company, and supersedes all prior oral and written, and all contemporaneous oral, understandings, negotiations and agreements with respect to the subject matter hereof.

Section 16.12 Treatment for Tax Purposes. The Members and the Company will take all reasonable actions, including the amendment of this Agreement and the execution of other documents, as may be reasonably required to qualify for and receive treatment as a partnership for United States federal, state and local tax purposes.

Section 16.13 Governing Law. This Agreement and the rights of the parties hereunder will be interpreted in accordance with the laws of the State of Delaware, and all rights and remedies will be governed by such laws without regard to principles of conflict of laws.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above stated.

THE COMPANY:

FAMILY CARE PARTNERS HOLDINGS LLC

By: _____
Name: Clayton R. Lowder, III, M.D.
Title: Authorized Person

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COMMON CLASS A MEMBERS:

NCFP GROUP LLC

By: _____

Name: Clayton R. Lowder, III, M.D.
Title: Manager

PREFERRED MEMBERS:

VARSITY FAMILY CARE PARTNERS, LLC

By: Varsity Management Company, LLC,
its Manager

By:_____
Name: David Alpern
Title: Manager

By:_____
Name: Kenton Rosenberry
Title: Manager

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PREFERRED MEMBERS:

VARSITY FAMILY CARE PARTNERS, LLC

By: Varsity Management Company, LLC,
its Manager

By:_____
Name: David Alpern
Title: Manager

By:_____
Name: Kenton Rosenberry
Title: Manager

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By: David V. Gilroy Digitally signed by David V. Gilroy DN: cn=David V. Gilroy, o, ou, email=dgilroy@scalefinance.com, c=US Date: 2015.12.18 15:11:50 -05'00'

David Gilroy

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COMMON CLASS B MEMBER:

By: _____
Gary R. Katz, M.D.

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SUBSCRIPTION AGREEMENT

This SUBSCRIPTION AGREEMENT (this "Agreement"), is dated as of March 22, 2017, by and among Family Care Partners Holdings LLC, a Delaware limited liability company (the "Company"), and Gary R. Katz, M.D., an Ohio resident ("Investor"). Certain defined terms have the respective meanings given to such terms in Section 5 below.

WHEREAS, subject to the terms and conditions set forth in this Agreement, Investor desires to purchase from the Company, and the Company desires to issue and sell to Investor, Common Class B Units of the Company (the "Purchased Units"), in the quantity and for the aggregate purchase price set forth on Schedule A hereto; and

WHEREAS, concurrently with the execution and delivery of this Agreement, Investor shall execute and deliver a counterpart to the LLC Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Company and Investor agree as follows:

1. Purchase and Sale of Units. Concurrently with the execution of this Agreement, Investor will purchase, and the Company will issue and sell to Investor, the number of Purchased Units set forth on Schedule A hereto in exchange for the aggregate purchase price set forth on Schedule A hereto ("Purchase Price"). Concurrently with the execution of this Agreement, Investor will deliver to the Company (or its designee) by wire transfer of immediately available funds the Purchase Price and the Company will record the issuance and sale of the Purchased Units to Investor pursuant to the terms and conditions of this Agreement on its books and records.

2. Representations and Warranties of Investor. In connection with the issuance, purchase and sale of the Purchased Units hereunder, Investor represents and warrants to the Company that:

(a) Organization and Standing. Investor is resident of the State of Ohio.

(b) Authority for Agreement. Investor has the requisite power, authority and legal capacity to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated by this Agreement. This Agreement has been duly executed and delivered by Investor and, assuming the due authorization, execution and delivery by the Company, constitutes a legal, valid and binding obligation of Investor enforceable against Investor in accordance with its terms subject, as to enforcement of remedies, to bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting the rights and remedies of creditors generally and to the effect of general principles of equity.

(c) No Conflict. Neither execution and delivery of this Agreement by Investor, nor the performance of this Agreement by Investor and the consummation of the transactions contemplated by this Agreement, shall: (i) conflict with, or violate any Law or Judgment, in each case, applicable to Investor or by which Investor is bound or affected, or (ii) result in a breach of or constitute a default (or an event which with notice or lapse of time or both would become such a default) under, give to others any right of termination, amendment, acceleration or cancellation of, result in the triggering of any payment or other obligation or any

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right of consent under, any note, bond, mortgage, indenture, contract, agreement, lease, license, permit, franchise or other instrument or obligation to which Investor is a party or by which Investor is bound.

(d) Required Filings and Consents. Neither the execution and delivery of this Agreement by Investor shall, nor shall the performance of this Agreement by Investor and the consummation of the transactions contemplated by this Agreement, require any consent, waiver, license, approval, order, authorization or permit of, or declaration, registration, filing with, or notification to, any Governmental Authority.

(e) Brokers. No broker, finder, financial advisor or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with this Agreement or the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Investor for which the Company or any of its affiliates could have any Liability.

(f) Litigation. There is no Litigation pending or threatened against or affecting Investor that has had a material adverse effect on Investor's ability to consummate the transactions contemplated by this Agreement.

(g) Investment Representations and Warranties.

(i) Investor has such knowledge and experience in financial and business matters so as to be capable of evaluating the merits and risks of its investment in the Purchased Units and Investor possesses adequate financial resources and is able to bear the economic risk of the investment in the Purchased Units for an indefinite period of time because the Purchased Units are subject to the transfer restrictions contained in the LLC Agreement and have not been registered under the Securities Act or the securities Laws of any state or other jurisdiction;

(ii) Investor understands and agrees further that, subject to the limited rights set forth in this Agreement, (1) the Purchased Units issued to Investor must be held indefinitely unless such Purchased Units are subsequently registered under the Securities Act or other applicable securities Laws or an exemption from registration under the Securities Act and applicable Laws covering the sale of such Purchased Units is available; (2) the Company has no obligation or present intention to register the Purchased Units under the Securities Act; (3) even if such an exemption is available, the assignability and transferability of the Purchased Units will be governed by this Agreement and the LLC Agreement, which impose restrictions on transfer; and (4) if such Purchased Units are certificated, legends stating that such Purchased Units have not been registered under the Securities Act and such applicable Laws and setting out or referring to the restrictions on the transferability and resale of the Purchased Units will be placed on all certificates evidencing such Purchased Units;

(iii) Investor has had an opportunity to ask questions and receive answers concerning the terms and conditions of the offering of the Purchased Units and has had full access to such other information concerning the Company as Investor has requested. Investor has reviewed, or has had an opportunity to review, a copy of the LLC Agreement;

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(iv) Investor is an "accredited investor" within the meaning of Rule 501(a) of Regulation D promulgated under the Securities Act and Investor qualifies as such because he or she is either (check applicable box):

☐ a natural person whose individual net worth, or joint net worth with that person's spouse, at the time of his purchase exceeds $1,000,000 (excluding the value of the primary residence of such natural person)[1]; or

☐ a natural person who had an individual income in excess of $200,000 in each of the two most recent years or joint income with that person's spouse in excess of $300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year.

(v) Investor will, upon the request of the Company, provide reasonable documentary support from Investor's status as an accredited investor; and the Purchased Units to be acquired by Investor pursuant to this Agreement are being acquired for Investor's own account and not with a view to any distribution thereof or with any present intention of offering or selling any of the Purchased Units in a transaction that would violate the Securities Act or the securities Laws of any state of the United States of America or any other applicable jurisdiction; and

(vi) Investor acknowledges that the Company will rely upon the accuracy and truth of the foregoing representations in this Section 2 and hereby consents to such reliance.

3. Representations and Warranties of Company. In connection with the issuance, purchase and sale of the Purchased Units hereunder, the Company represents and warrants to Investor that:

(a) Organization and Standing. The Company is a limited liability company duly organized, validly existing and in good standing under the Laws of the State of Delaware.

(b) Authority for Agreement. The Company has all necessary power and authority, as the case may be, to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated by this Agreement. The execution, delivery and performance by the Company of this Agreement, and the consummation by the Company of the transactions contemplated by this Agreement, have been duly authorized by all necessary actions on the part of the Company and no other proceedings on the part of the Company are necessary to authorize this Agreement or to consummate the transactions contemplated by this Agreement with respect to the Company. This Agreement has been duly executed and delivered by the Company and, assuming the due authorization, execution and

[1] For purposes of calculating the net worth of a natural person, the amount of any mortgage or other indebtedness secured by such person's primary residence must be netted against the value of such residence. If the amount of such indebtedness is less than the estimated fair market value of such residence, it need not be considered as a liability deducted from such natural person's net worth (except that if the amount of indebtedness outstanding at the time of the sale of securities exceeds the amount outstanding 60 days before such time, other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability). If the amount of such indebtedness exceeds the estimated fair market value of such residence, then that excess liability must be deducted from such natural person's net worth.

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delivery by Investor, constitutes a legal, valid and binding obligation of the Company enforceable against the Company in accordance with its terms subject, as to enforcement of remedies, to bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting the rights and remedies of creditors generally and to the effect of general principles of equity.

(c) No Conflict. Neither execution and delivery of this Agreement by the Company, nor the performance of this Agreement by the Company and the consummation of the transactions contemplated by this Agreement, shall: (i) conflict with or violate the Company's governing documents, (ii) conflict with, or violate any Law or Judgment, in each case, applicable to the Company, or (iii) result in a breach of or constitute a default (or an event which with notice or lapse of time or both would become such a default) under, give to others any right of termination, amendment, acceleration or cancellation of, result in the triggering of any payment or other obligation or any right of consent under, or result in the creation of a Lien pursuant to, any note, bond, mortgage, indenture, contract, agreement, lease, license, permit, franchise or other instrument or obligation to which the Company is a party or by which the Company is bound.

(d) Required Filings and Consents. Neither the execution and delivery of this Agreement by the Company shall, nor shall the performance of this Agreement by the Company and the consummation of the transactions contemplated by this Agreement, require any Governmental Approval.

(e) Issuance of Purchased Units. The Purchased Units purchased hereunder are duly authorized and validly issued and are being delivered to Investor free and clear of all Liens (other than as set forth in the Company's governing documents or arising under applicable securities Laws).

(f) Brokers. No broker, finder, financial advisor or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with this Agreement or the transactions contemplated by this Agreement based upon arrangements made by or on behalf of the Company for which Investor could have any Liability.

(g) Disclaimer. Notwithstanding anything contained in this Agreement to the contrary, Investor acknowledges and agrees that neither the Company nor any of its affiliates, directors, officers, employees, shareholders, partners, members or other representatives, has made or will make any representations or warranties whatsoever, express or implied, beyond those expressly given by the Company in this Section 3. Without limiting the generality of the foregoing, Investor acknowledges that no representations or warranties are made with respect to any projections, forecasts, estimates, budgets or prospective information that may have been or will be made available to such Investor or any of its representatives. Investor further acknowledges that neither the Company nor any of its affiliates, directors, officers, employees, shareholders, partners, members or other representatives, shall have or be subject to any Liability to Investor or any other Person resulting from the issuance of the Purchased Units to Investor or any other investor, or Investor's use of or reliance on, any information regarding the Company furnished or made available to Investor and its representatives in connection with the transactions contemplated hereby, except as expressly set forth in this Agreement and applicable securities Laws.

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4. Other Agreements.

(a) Investor acknowledges that the transfer of the Purchased Units is subject to the provisions of the Securities Act, applicable state securities Laws.

(b) The Purchased Units shall be subject to the provisions contained in the LLC Agreement, including, without limitation, the Company Purchase Rights set forth in Section 4.8 thereof, the Restrictive Covenants set forth in Section 5.9 thereof and the Transfer Resections set forth in Article X thereof.

5. Definitions.

"Common Class B Units" has the meaning set forth in the LLC Agreement.

"Governmental Approval" means an authorization, consent, approval, permit, license or exemption of, registration or filing with, or report or notice to, any Governmental Authority.

"Governmental Authority" means any nation or government, any state or other political subdivision thereof and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including any government authority, agency, department, board, commission or instrumentality of the United States, of any state of the United States or any political subdivision thereof, and any tribunal or arbitrator(s) of competent jurisdiction.

"Judgment" means any temporary restraining order, preliminary or permanent injunction or other judgment, charge, order, writ, ruling, determination, directive, decree, award or settlement (whether civil, criminal or administrative) entered, enacted, promulgated, enforced or issued by any court or other Governmental Authority of competent jurisdiction in the United States or any foreign jurisdiction (in each such case whether preliminary or final).

"Law" means all applicable provisions of all (a) constitutions, treaties, statutes, laws, rules, regulations, ordinances, orders or other pronouncement having the effect of law of any Governmental Authority, (b) Governmental Approvals and (c) directives, orders, decisions, judgments, awards and decrees of any Governmental Authority.

"Liabilities" means any and all debts (including interest thereon and any prepayment penalties applicable thereto), liabilities, claims, demands and obligations, whether fixed, contingent or absolute, matured or unmatured, liquidated or unliquidated, accrued or not accrued, known or unknown, whenever or however arising (including whether arising out of contract or tort based on negligence or strict liability).

"Liens" means, as to any Person, any mortgage, lien, pledge, adverse claim, charge, security interest or other encumbrance in, or any interest or title of any vendor, lessor, lender or other secured party to or of such person under any conditional sale or other title retention agreement or capital lease with respect to, any property or asset owned or held by such Person, or the signing or filing of a financing statement which names such Person as debtor, or

the signing of any security agreement authorizing any other party as the secured party thereunder to file any financing statement.

"Litigation" means any claim, hearing, suit, action, litigation, investigation, indictment, subpoena, demand, arbitration or other proceeding (whether civil, criminal, administrative, investigative or informal) commenced, brought, conducted, or heard by or before, or otherwise involving any Governmental Authority or arbitrator.

"LLC Agreement" means the Company's Limited Liability Company Agreement, as amended from time to time in accordance with its terms.

"Member" has the meaning set forth in the LLC Agreement.

"Person" means a company, a corporation, an association, a partnership, a limited liability company, an organization, a joint venture, a trust or other legal entity, an individual, a government or political subdivision thereof or a governmental agency.

"Securities Act" means the Securities Act of 1933, as amended.

6. Further Assurances. From time to time following the date hereof, the parties hereto shall execute and deliver such other instruments and shall take such other actions as any other party hereto may reasonably request in order to consummate, complete and carry out the transactions contemplated by this Agreement.

7. Notices. Any notice provided for in this Agreement must be in writing and must be either personally delivered, sent by facsimile if confirmation is available or by electronic mail (including in portable document format (.pdf)) or sent by reputable overnight courier service (charges prepaid) to the recipient at the address indicated in the Company's records. Any notice under this Agreement will be deemed to have been given when so delivered or sent.

8. Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective with respect to Investor when one or more counterparts have been signed by the Company and Investor and delivered to such other party (including by facsimile or other electronic image scan transmission).

9. Entire Agreement; Third Party Beneficiaries. This Agreement (a) constitutes the entire agreement, and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof and (b) is not intended to and does not confer upon any Person other than the parties hereto any legal or equitable rights or remedies.

10. Successors and Assigns. This Agreement is intended to bind and inure to the benefit of and be enforceable by the parties hereto and their respective successors, heirs and permitted assigns. No party may assign this Agreement without the prior written consent of the Company.

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11. Governing Law; Waiver of Jury Trial. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF DELAWARE, REGARDLESS OF THE LAWS THAT MIGHT OTHERWISE GOVERN UNDER APPLICABLE PRINCIPLES OF CONFLICTS OF LAWS THEREOF. The parties hereto hereby waive, to the fullest extent permitted by applicable Law, any right to trial by jury with respect to any action or proceeding arising out of or relating to this Agreement. Each party hereto hereby waives, to the fullest extent permitted by applicable Law, any right it may have to a trial by jury in respect of any suit, action or other proceeding arising out of this Agreement or the transactions contemplated hereby. Each party hereto certifies that no representative, agent or attorney of any other party has represented, expressly or otherwise, that such party would not, in the event of any action, suit or proceeding, seek to enforce the foregoing waiver.

12. Specific Performance. The parties to this Agreement acknowledge and agree that each would be damaged irreparably in the event any of the provisions of this Agreement are not performed in accordance with their specific terms or otherwise are breached. Accordingly, the parties hereto agree that each party shall be entitled to an injunction or injunctions to prevent breaches of the provisions of this Agreement and to enforce specifically this Agreement and the terms and provisions hereof in any action instituted in any court of the United States or any state thereof having jurisdiction over the parties to this Agreement and the matter, in addition to any other remedy to which they may be entitled, at law or in equity.

13. Amendments and Waivers. Any provision of this Agreement may be amended or waived only with the prior written consent of each of the parties hereto.

14. Time is of the Essence. The parties to this Agreement hereby expressly acknowledge and agree that time is of the essence for each and every provision of this Agreement.

* * * * *

IN WITNESS WHEREOF, the parties hereto have executed this Subscription Agreement on the date first written above.

FAMILY CARE PARTNERS HOLDINGS LLC

By: _____
Name: THOMAS W. WATSON
Title: CFO

_____
Gary R. Katz, M.D.

[Signature Page to Subscription Agreement]

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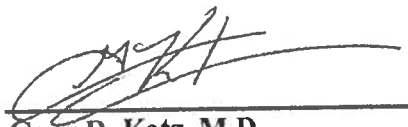
FAMILY CARE PARTNERS HOLDINGS LLC

By:_____
Name:
Title:



Gary R. Katz, M.D.

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SCHEDULE A

INVESTOR	AGGREGATE PURCHASE PRICE	$PRICE PER UNIT	PURCHASED UNITS
Gary R. Katz, M.D.	$100,000	$100	1,000 Common Class B Units

RESIGNATION AND ABANDONMENT OF LLC INTERESTS

Effective as of this 26 day of December 2018, GARY KATZ, an individual resident of OHIO ("KATZ"), hereby resigns and withdraws as a member of Family Care Partners Holdings LLC, a Delaware limited liability company (the "Company"), and from any other role or capacity held with or related to the Company, and, as a result thereof, hereby dissociates from the Company and abandons all of KATZ's limited liability company interest (as that term is defined in the Delaware Limited Liability Company Act) in the Company, including but not limited to all of KATZ's Membership Units (as that term is defined in that certain Amended and Restated Limited Liability Company Operating Agreement of Family Care Partners Holdings LLC, dated as of December 22, 2015).

By: _____
Gary R. Katz

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FAMILY CARE PARTNERS HOLDINGS LLC

Unanimous Written Consent of the Board of Managers

February ___, 2017

In conformity with Section 18-404(d) of the Delaware Limited Liability Company Act (the "Act") and the Amended and Restated Limited Liability Company Operating Agreement, dated as of December 22, 2015 (as amended, the "Agreement"), of Family Care Partners Holdings LLC, a Delaware limited liability company (the "Company"), the undersigned, being all of the members of the board of managers (the "Board") of the Company, hereby consent to and adopt the following resolutions and take the following actions with the same force and effect as if such resolutions had been duly adopted and such actions duly taken at a meeting of the Board duly called and convened for such purpose as of the date first set forth above, with a full quorum present and acting throughout. Capitalized terms used but not defined herein shall have the meanings set forth in the Agreement.

WHEREAS, the Board has determined it to be in the best interests of the Company and its Members to authorize the sale of up to 1,000 Common Class B Units (the "Purchased Units"), for a cash purchase price of $100.00 per Common Class B Unit to Gary R. Katz, M.D. (the "Purchaser"), and for the Company to enter into a subscription agreement with such Purchaser with respect to the sale of the Purchased Units.

NOW, THEREFORE, BE IT RESOLVED, that the sale and issuance of the Purchased Units to the Purchaser for a purchase price of $100.00 per Common Class B Unit (which the Board deems to be the fair market value of such Common Class B Units) be, and hereby is, approved, adopted and confirmed;

RESOLVED FURTHER, that the form of subscription agreement in the form previously reviewed by the Board for the purchase of the Purchased Units (the "Subscription Agreement"), be, and it hereby is, authorized, adopted and approved;

RESOLVED FURTHER, that the Purchased Units, when issued and sold on the terms provided in these resolutions shall be duly and validly issued;

RESOLVED FURTHER, that each officer of the Company be, and each of them hereby is, authorized, empowered and directed in the name and on behalf of the Company, (i) to execute and deliver the Subscription Agreement with respect to the sale of the Purchased Units and to take other appropriate action to effect the sale of the Purchased Units, and (ii) to admit Purchaser as a Common Class B Member of the Company subject to the terms of the Agreement, following execution by the Purchaser of a countersignature page thereto, and to execute and deliver all other documents, certificates and/or other instruments, required to be executed, delivered and/or filed in connection therewith;

RESOLVED FURTHER, that any prior issuance and sale by the Company of Common Class B Units and the execution of any prior subscription agreements for the purchase of such Common Class B Units to John K. Baker, M.D., and Dr. Baker's prior admission as a Common Class B Member, are hereby authorized, ratified and confirmed in all respects;

RESOLVED FURTHER, that any officer of the Company be, and hereby is, authorized and directed, in the name and on behalf of the Company, to execute and deliver all such documentation and instruments as they may deem appropriate in order to effectuate fully the purpose of each of the foregoing resolutions;

RESOLVED FURTHER, that any and all acts taken and any and all agreements or other instruments executed on behalf of the Company by any officer or officers of the Company prior to the execution hereof with regard to any of the transactions or agreements authorized or approved by any or all of the foregoing resolutions be, and they hereby are, ratified, confirmed, adopted, authorized and approved;

RESOLVED FURTHER, that any and all acts taken and any and all agreements or other instruments executed on behalf of the Company by any director or directors of the Company prior to the execution hereof with regard to any of the transactions or agreements authorized or approved by any or all of the foregoing resolutions be, and they hereby are, ratified, confirmed, adopted, authorized and approved; and

RESOLVED FURTHER, that this Unanimous Action by Written Consent may be executed in any number of counterparts and/or via facsimile and that all such counterparts shall constitute a single document, which shall be kept with the records of the Company.

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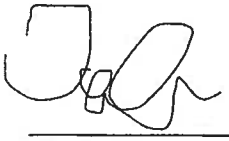
IN WITNESS WHEREOF, the undersigned have executed this Unanimous Written Consent as of the date first set forth above.



David Alpern

Kenton Rosenberry

Michael Jablon

Clayton R. Lowder, III, M.D.

Thomas Watson

Gary R. Katz, M.D.

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March 22, 2017

Gary R. Katz, M.D.
7195 Wilton Chase Street
Dublin, OH 43017

Re: Potential Investment in Family Care Partners Holdings LLC

Dear Dr. Katz:

Thank you for your interest in investing in Family Care Partners Holdings LLC (the "**Company**"). The Company has determined that you are eligible to invest up to $100,000 in the Company. This letter will describe the terms by which you may invest in the Company and the investment process.

Following the date of this letter, we ask that you evaluate the materials, ask questions and choose whether or not to proceed with the investment opportunity at your earliest convenience.

Enclosed with this letter please find the following:

1. Summary and copy of the Amended and Restated Limited Liability Company Operating Agreement of the Company (the "**LLC Agreement**");
2. Subscription Agreement; and
3. A counterpart signature page to the LLC Agreement.

You were also separately provided the Company's Financial Statements and a Management Presentation.

Following your review of the attached, if you choose to invest in the Company, please (i) check the applicable box in Section 2(g)(iv) of the Subscription Agreement, (iii) execute the signature page to the Subscription Agreement, and (iii) confirm the number of units of the Company you will purchase in Schedule A to the Subscription Agreement. In addition, please execute the counterpart signature page to the LLC Agreement and remit payment either by using the below wire transfer instruction or by delivering a check to Tom Watson or Paul Miller. Once you submit the required documents and remit payment to the Company, you may withdraw from your investment in the Company until the date that is five days (5) after your submission and after such date you will no longer be able to withdraw your submission. The submission of the above reference materials does not guarantee you a right to invest in the Company and the Company, in its sole discretion, may accept or decline your request to invest. Only after the Company considers your submission and executes a counterpart to the Subscription Agreement will your investment be deemed closed.

Wire Instructions:

Fifth Third Direct
ABA# 042000314
Account # 07028042559
CFP Depository

The Company is not making any offer to sell securities in any jurisdiction where the offer or sale thereof is not permitted.

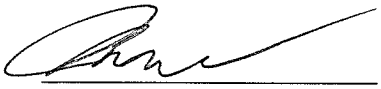
This letter and the opportunity to invest in the Company is a one-time opportunity. The Company may, but is under no obligation to, provide investment opportunities in the future.

Your decision to invest in the Company will not affect your status as an at-will employee or the right of Family Care Partners Management LLC ("**Services Company**") or Colonial Family Practice, LLC ("**Colonial**"), as applicable, to terminate your employment (subject to the terms of any employment agreement that may exist between you and Services Company or Colonial, as applicable).

If you have any questions regarding the enclosed documents or the investment, please contact Tom Watson, Chief Executive Officer, 325 Broad Street, Sumter, SC 29150, by email at thomas.watson@colonialfamilypractice.com or Paul Miller, Chief Financial Officer, 325 Broad Street, Sumter, SC 29150, by email at paul.miller@colonialfamilypractice.com.

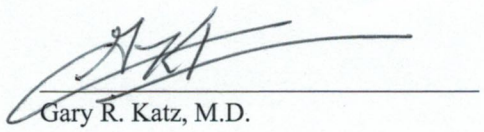
We look forward to discussing this new opportunity with you.

Best regards,



Thomas Watson

Accepted and agreed as of
the date set forth above:



Gary R. Katz, M.D.

Morgan Lewis

CONFIDENTIAL MEMORANDUM

TO: Gary R. Katz, M.D.

FROM: Family Care Partners Holdings LLC

DATE: February 16, 2017

SUBJECT: Family Care Partners Holdings LLC Agreement

I. Overview. Please find below a high level summary of the Amended and Restated Limited Liability Company Operating Agreement of Family Care Partners Holdings LLC (the "Company"), dated as of December 22, 2015 (the "Agreement"). The summary below is primarily focused on the rights and obligations of the Common Class B Members of the Company (the "Class B Members" and each, a "Class B Member"), such interests being the membership interests you will receive if you invest in the Company. Please note that this is strictly a high-level summary of certain terms and provisions and is in no way a full description of all of the terms and provisions of the Agreement. You are urged to read the Agreement in its entirety to understand all of the rights and obligations that will apply to you as a member of the Company. Capitalized terms used but not defined herein have the respective meanings given to such terms in the Agreement.

II. Member Classes.

A. Membership Interests. The interests in the Company (collectively, the "Member Units") are divided among the following classes (collectively, "Classes", and individually, a "Class"): (i) Common Class A Units ("Common Class A Units"), (ii) Common Class B Units ("Common Class B Units") (iii) Common Class C Units ("Common Class C Units") and (iv) Preferred Units ("Preferred Units"). Each Class B Member's interest is not certificated unless otherwise determined by the board of managers designated by the Members (the "Board of Directors").

B. Additional Classes. The Board of Directors has the right to create additional Classes of Units with different terms and conditions, including terms that are senior to or *pari passu* with other Classes.

III. Capital Contributions of Class B Members.

A. Return of Capital Contribution. No Class B Member has any right to the return of such Class B Member's Capital Contribution, or any other amounts or capital from the Company. Additionally, no Class B Member has any right to receive any property from the Company, except as otherwise specifically provided in the Agreement.

B. Interest on Capital Contribution. No Class B Member is entitled to receive any interest, salary or drawing with respect to (i) its Capital Contributions, (ii) such Class B Member's capital account maintained on the Company's books and records (such capital account, a "Capital Account") or (iii) for services rendered on behalf of the Company or otherwise in its capacity as a Class B Member, except in the case of clauses (i) – (iii) above, as otherwise specifically provided in the Agreement or in any other written agreement entered into by the Company and such Member.

IV. Power of the Class B Members. Except as specifically set forth in the Agreement or otherwise required by law, the Class B Members are not entitled to vote on any matter.

V. Withdrawal of Members. No Class B Member is entitled to withdraw from the Company or receive any return of, or demand the return of, its Capital Contribution, or any other assets or capital, from the Company, including any property or cash, except as otherwise expressly provided in the Agreement or as otherwise approved by the Board of Directors.

VI. Repurchase Rights. Under certain circumstances where the Class B Member leaves the employment of the Company, the Company is entitled to certain repurchase rights.

A. Fault Termination. If a Class B Member is terminated for Cause (or is terminated at any time when Cause existed) or is terminated due to an act of theft, dishonesty or fraud as further defined in the Agreement, all Common Class B Units held by such Class B Member are automatically forfeited and cancelled without payment.

B. Early Departure. In the event of an Early Departure by a Class B Member (a voluntary resignation without Good Reason prior to the third anniversary of the date on which the Class B Member acquired their Common Class B Units), the Company has the option for a period of 365 days following the Early Departure to repurchase all or a portion of the Class B Member's Common Class B Units for the lesser of the Fair Market Value of the Common Class B Units or the original cost of the Common Class B Units.

C. No Fault Termination or Termination due to Death, Disability, or Qualifying Resignation. In the event of a No Fault Termination (a termination of the Class B Member's employment with the Company for any reason other than a Fault Termination, as further defined in the Agreement) or the death, disability or Qualifying Resignation by a Class B Member, the Company has the option for a period of 365 days following the No Fault Termination or the death, disability or Qualifying Resignation to repurchase all or a portion of Class B Member's Common Class B Units for the Fair Market Value of the Units.

VII. Restricted Covenants

A. Nondisclosure. Members will have access to Confidential Information due to the Member's role as a Member of the Company. Except as required by law or other judicial order, each Member, while being a Member of the Company or at any time thereafter, cannot directly or indirectly use Confidential Information in any way (including for such Member's own private or commercial purposes) or disclose Confidential Information to, or discuss Confidential Information with, any other Person, subject to limited exceptions.

B. Non-Compete. Starting on the day the Class B Member acquires Common Class B Units and terminating on the two year anniversary of when such Class B Member ceases to own any Common Class B Units, no Class B Member can engage in a business, directly or indirectly, which provides services that are similar to and competitive with the services provided by the Company and its Subsidiaries within a geographic radius of 45 miles of any (i) of the Company's or its Subsidiary's then offices and (ii) locations in which the Company or any of its Subsidiaries provides services.

C. Non-Solicit. Starting on the day the Class B Member acquires Common Class B Units and terminating on the two year anniversary of when such Class B Member ceases to own any Common Class B Units, no Class B Member will, directly or indirectly, employ, cause to be employed or hired, recruit, solicit for employment or otherwise contract for the services of, any employees or independent contractors or former employees or independent contractors of the Company or any of its Subsidiaries.

VIII. Transfers by Members. Except as specifically provided in the Agreement or any other agreement entered into between any Member and Varsity Family Care Partners, LLC ("Varsity"), no Class B Members may, directly or indirectly, sell, transfer, assign, convey, pledge, mortgage, encumber, hypothecate or otherwise dispose of or suffer the creation of an interest in or lien on (a "Transfer") all or any part of its Units without the consent of the Board of Directors, in its sole discretion.

A. Conditions to Transfer. In addition to any consent of the Board of Directors described above, any purported Transfer by a Class B Member must satisfy the following additional conditions (any one or more of which may be waived by the Board of Directors):

1. the Transferor or Transferee must undertake to pay all expenses incurred by the Company in connection with the Transfer;

2. the Person to whom such Transfer is made must provide the Company with an executed Agreement and such other documents, instruments and certificates as requested by the Board of Directors;

3. prior to making any Transfer, a Transferor must deliver to the Company opinions of counsel as described in further detail in the Agreement;

4. any Transferee is required to be an "accredited investor" within the meaning of Regulation D promulgated under the Securities Act; and

5. any Transfer must be in compliance with any applicable securities laws.

B. Involuntary Transfers. If an Involuntary Transfer (any involuntary transfer, proceeding or action by or in which a Class B Member is deprived or divested of any right, title or interest in or to any Common Class B Units, as further described in the Agreement) by a Class B Member occurs, the Class B Member must promptly give written notice to the Company. The Company then has the option to repurchase any or all of the Class B Member's Units involved in the transfer for a period ending on the later of (i) 120 days after the Company's receipt of written notice by the Class B Member or (ii) 30 days after the determination of the Fair Market Value for

the Common Class B Units. The purchase price of such units is the lower of (x) the Fair Market Value; (y) the Original Cost; and (z) the same price paid for such Common Class B Units in the Involuntary Transfer.

C. Permitted Transfers. A Transfer by one or more Class B Members of all or any portion of its Common Class B Units in the Company to an affiliate or any immediate family member of such Class B Member is permitted without obtaining the approval of the Board of Directors, so long as such Transfer complies with the conditions to transfer set forth above.

IX. Board of Directors.

A. Power. The Board of Directors manages the Company and has full, exclusive and complete discretion to manage and control the business and affairs of the Company.

B. Board Members. The Board of Directors may consist of up to seven directors who are designated as follows: (i) up to four directors are designated by Varsity (the "Preferred Directors"); (ii) Dr. Clayton R. Lowder III, M.D. so long as he is an employee of the Company Group as defined in the Agreement; (iii) one Director which may be designated by the Preferred Directors so long as such Director is an "Independent Director"; and (iv) the Chief Executive Officer of the Company.

X. Distributions. The Board of Directors will distribute Net Cash Available for Distribution when and as determined by the Board of Directors.

A. Interim Distributions. Any cash distributions made by the Company and all proceeds of (i) a sale of Membership Units, (ii) a merger or consolidation or (iii) the sale of substantially all of the assets of the Company are distributed in the following priority: (1) first to the Preferred Members until each Preferred Member has received a specific return as set forth in the Agreement and until each Preferred Member has received cumulative distributions equal to such Preferred Member's aggregate Capital Contributions; (2) then, to the Common Members, pro rata in accordance with their Common Percentage, until such time as the Common Members have received cumulative distributions equal to the Aggregate Common Percentage of all distributions made pursuant to clause (1)-(2) above; and (3) then pro rata to all Members in accordance with their Percentage Interests.

B. Profits Interest Distributions. Notwithstanding anything to the contrary, no distribution will be made to a Profits Interest Member (defined as a Member that is granted Class C Common Units in exchange for services) with respect to such Profits Interest Member's Common Units until the aggregate amount of prior distributions to all other Members equals such Profits Interest Member's Threshold Amount (such amount determined by the Board of Directors).

XI. Preemptive Rights. Class B Members do not have any Preemptive Rights under the Agreement.

XII. Drag-Along Rights. If Varsity (the "Drag-Along Seller") desires to Transfer Membership Units to one or more third parties (collectively, the "Purchaser") that is not an affiliate of Varsity, the Drag-Along Seller has the right to require each other Member to use reasonable efforts to (i)

take all action necessary or appropriate to cause or enable the Drag-Along Seller or the Company, as applicable, to effect such transaction and (ii) sell, Transfer or otherwise dispose of a corresponding percentage of its Membership Units (as compared to the percentage of the Drag-Along Seller's Membership Units being sold in such transaction) to the Purchaser on the same terms and conditions, for the same per unit consideration for each Class of Units and at the same time as the Membership Units being sold by the Drag-Along Seller.

XIII. Tag-Along Rights. Except for a Transfer to an affiliate of a Preferred Member or Common Member, if at any time Varsity proposes to Transfer all or any of its Membership Units to a Purchaser, Varsity is required to first offer to the other Members the option to sell such Member's Percentage Interests of Membership Units being sold in such transaction.

XIV. Liquidation.

A. Distributions Upon Liquidation. Upon the dissolution of the Company, the cash proceeds from the liquidation will (i) first be applied or distributed to creditors of the Company, (ii) then to Members and former Members in satisfaction of liabilities and (iii) then to the Members in accordance with the distribution mechanics set forth above and described in further detail in the Agreement.

B. Member Claims. Upon dissolution of the Company, Class B Members may only look to the Company's assets for the return of their Capital Contributions, and if the assets of the Company remaining after its payment of debts and obligations are insufficient to return such Capital Contribution, the Class B Members have no recourse against the Company or any other Member.

XV. Amendment. The Agreement may be amended by the approval of the Board of Directors and a majority of the Preferred Directors; provided, however, that any amendment or purported amendment will be void and ineffective to the extent the result thereof would (i) impose an obligation on a Member's to make an additional Capital Contribution without the consent of the Member so affected, (ii) adversely affect the non-economic rights or obligations of a Member in a manner disproportionate to its effect on other Members without the consent of the Member so affected, (iii) cause the Company to be treated as anything other than a partnership for purposes of United States income taxation without the consent of all the Members, or (iv) amend Section 7.1 (Amendments) and Articles VIII (Distributions), IX (Allocations) and X (Admission of and Withdrawal By Members; Transfers) without the consent of all Members.

AMENDED AND RESTATED
LIMITED LIABILITY COMPANY OPERATING AGREEMENT
OF
FAMILY CARE PARTNERS HOLDINGS LLC

Dated as of December 22, 2015

THE MEMBERSHIP UNITS EVIDENCED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "*SECURITIES ACT*"), OR UNDER APPLICABLE STATE SECURITIES LAWS AND MAY NOT BE SOLD OR TRANSFERRED UNLESS THEY HAVE BEEN INCLUDED IN AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT AND ARE QUALIFIED FOR RESALE UNDER APPLICABLE STATE SECURITIES LAWS OR SUCH TRANSFER IS EXEMPT FROM SUCH REGISTRATION OR QUALIFICATION REQUIREMENTS. IN ADDITION, TRANSFER OR OTHER DISPOSITION OF THE MEMBERSHIP UNITS IS RESTRICTED AS PROVIDED IN THE FOLLOWING AGREEMENT.

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AMENDED AND RESTATED
LIMITED LIABILITY COMPANY OPERATING AGREEMENT
OF
FAMILY CARE PARTNERS HOLDINGS LLC

This Amended and Restated Limited Liability Company Operating Agreement of Family Care Partners Holdings LLC (the "***Company***") is made as of December 22, 2015 (this "***Agreement***"), among (a) Varsity Family Care Partners, LLC, a Delaware limited liability company ("***Varsity***"), (b) NCFP Group LLC, a South Carolina limited liability company ("***Group***"); (c) David Gilroy ("***Gilroy***") and (d) any other Member that becomes a party to this Agreement after the date hereof in accordance with the terms of this Agreement.

WHEREAS, the parties hereto wish to amend that certain Limited Liability Company Agreement of the Company, dated as of December 22, 2015, in order to set forth their binding agreement as to the affairs of the Company, the conduct of its business and certain rights with respect to the relationship among the parties hereto;

WHEREAS, prior to the execution of this Agreement, Family Care Partners Management LLC, a Delaware limited liability company and a wholly-owned Subsidiary of the Company ("***Services Company***"), and Colonial Family Practice, LLC, a South Carolina limited liability company ("***Colonial***"), entered into a Management Services Agreement (the "***Management Services Agreement***"), whereby Services Company will provide certain support services to Colonial as more fully described in the Management Services Agreement;

WHEREAS, prior to the execution of this Agreement, the Company and Varsity Management Company, LLC ("***Varsity Management***") entered into a management services agreement (the "***Varsity Management Services Agreement***"), whereby Varsity Management will provide certain advisory and management services to the Company and receive a fee from the Company for such services, in each case, as more fully described in the Varsity Management Services Agreement;

WHEREAS, simultaneously with the execution of this Agreement, Services Company and Colonial entered into Membership Interest Control Agreements (the "***Membership Interest Control Agreements***"), with each of Dr. Clayton R. Lowder III, M.D. ("***Dr. Lowder***"), Dr. David G. Whaley, M.D. and Dr. Mitchell R. Grunsky, M.D. (collectively with Dr. Lowder, the "***Doctor Owners***"), each an owner of Colonial, whereby each Doctor Owner's ability to transfer Securities (as defined below) in Colonial is restricted as more fully described in the Membership Interest Control Agreements; and

WHEREAS, Gilroy will not become a Member under this Agreement or invest in the Company until the moment that is immediately following the Borrowing Distribution (as defined in the Colonial Acquisition Agreement (as defined below)), and thus Gilroy will not receive any proceeds from any Borrowing (as defined below).

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of

which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

ARTICLE I.
DEFINED TERMS

Section 1.1 Definitions. Unless the context otherwise requires, the terms defined in this Article I will, for the purposes of this Agreement, have the meanings herein specified.

"*Adjusted Capital Account Deficit*" means, with respect to any Member, the deficit balance, if any, in such Member's Capital Account as of the end of the relevant Fiscal Year, after giving effect to the following adjustments:

(a) any amounts that such Member is obligated to restore pursuant to this Agreement or is deemed to be obligated to restore pursuant to Treasury Regulations Section 1.704-1(b)(2)(ii)(c) or pursuant to the penultimate sentence of either of Treasury Regulations Sections 1.704-2(i)(5) or 1.704-2(g)(1) shall be treated as added back to the Member's Capital Account Deficit; and

(b) the items described in Treasury Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5) and (6) shall be treated as reducing the Member's Capital Account for the purpose of computing such deficit, and shall increase the Adjusted Capital Account Deficit.

The foregoing definition of Adjusted Capital Account Deficit is intended to comply with the provisions of Treasury Regulations Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

"*Affected Members*" has the meaning set forth in Section 8.6(b).

"*Affiliate*" with reference to any Person means any other Person that, directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with, or owns greater than 50% of the voting power in, such Person, and the term "*Affiliated*" shall have a correlative meaning. The term "*control*" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise. Members of the Immediate Family of any Member shall be deemed to be Affiliates of such Member and trusts for, and estate planning vehicles of, such Member or any member of the Immediate Family of such Member shall likewise be deemed to be Affiliates of such Member. For the purposes of clarity, Varsity Management and each of its Affiliates shall be deemed to be Affiliates of Varsity for purposes of this Agreement. Notwithstanding the foregoing, the Company, Colonial, Services Company and their respective Subsidiaries will not be considered Affiliates of Varsity, Gilroy, or any of their respective Affiliates for purposes of this Agreement.

"*Aggregate Common Percentage*" means with respect to the Common Members, an amount equal to the product of (a) the quotient obtained by dividing the number of issued and outstanding Common Units divided by the number of all issued and outstanding Membership Units at such time, and (b) 100, expressed as a percentage; provided, however, that a Common Class C Unit shall only be taken into account in calculating Aggregate Common Percentage to

the extent that prior distributions to Members equals or exceeds the Threshold Amount for such Common Class C Unit.

"***Agreement***" has the meaning set forth in the Preamble, as amended, modified, supplemented or restated from time to time.

"***Applicable Law***" means all applicable provisions of all (a) constitutions, treaties, statutes, laws, rules, regulations, ordinances, orders or other pronouncement having the effect of law of any Governmental Authority, (b) Governmental Approvals and (c) directives, orders, decisions, judgments, awards and decrees of any Governmental Authority.

"***Applicable Percentage***" means a fraction, the numerator of which is the amount of Membership Units being sold by Varsity in the Drag-Along Sale, and the denominator of which is the aggregate number of Membership Units held by Varsity.

*"**Applicable Tag-Along Amount**"* has the meaning set forth in Section 10.5(c).

"***Board of Directors***" means the board of managers designated by the Members pursuant to Section 6.1(a).

"***Business Days***" means any day except a Saturday, Sunday or other day on which the commercial banks in New York, New York are authorized by Applicable Law to close.

"***Capital Account***" means the capital account maintained for each Member on the Company's books and records in accordance with the following provisions:

(a) To each Member's Capital Account there shall be added (i) such Member's Capital Contributions, (ii) such Member's allocable share of Net Income and any items in the nature of income or gain that are specially allocated to such Member pursuant to Article IX or other provisions of this Agreement, and (iii) the amount of any Company liabilities assumed by such Member or which are secured by any property distributed to such Member.

(b) From each Member's Capital Account there shall be subtracted (i) the amount of cash and the Gross Asset Value of any Company Assets (other than cash) distributed to such Member pursuant to any provision of this Agreement (for the avoidance of doubt, excluding any payment of principal and/or interest to such Member pursuant to the terms of a loan made by the Member to the Company), (ii) such Member's allocable share of Net Loss and any other items in the nature of deductions, expenses or losses that are specially allocated to such Member pursuant to Article IX or other provisions of this Agreement, and (iii) liabilities of such Member assumed by the Company or which are secured by any property contributed by such Member to the Company.

(c) In the event any Membership Units are Transferred in accordance with the terms of this Agreement, the transferee shall succeed to the Capital Account of the Transferor to the extent it relates to the Transferred Units.

(d) In determining the amount of any liability for purposes of clauses (a) and (b) above, there shall be taken into account Code Section 752(c) and any other applicable provisions of the Code and Treasury Regulations.

The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Treasury Regulations Sections 1.704-1(b) and 1.704-2 and shall be interpreted and applied in a manner consistent with such Treasury Regulations. In the event that the Board of Directors determines that it is prudent to modify the manner in which the Capital Accounts, or any additions or subtractions thereto, are computed in order to comply with such Treasury Regulations, the Board of Directors may make such modification. The Board of Directors shall also make (i) any adjustments that are necessary or appropriate to maintain equality between the Capital Accounts of the Members and the amount of Company capital reflected on the Company's balance sheet, as computed for book purposes, in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv)(q), and (ii) any appropriate modifications in the event that unanticipated events might otherwise cause this Agreement not to comply with Treasury Regulations Sections 1.704-1(b) and 1.704-2.

"*Capital Contribution*" means, with respect to any Member, the aggregate amount of money contributed (or deemed contributed) to the Company in accordance with this Agreement with respect to such Member's Membership Units.

"*Cause*" has the meaning set forth in such Repurchase Member's employment agreement with the Company Group or, if there is no such employment agreement, any of the following: (a) any willful failure to implement the lawful directives of the Company Group that remains uncured 30 days after such Repurchase Member is given notice of such failure; (b) a Repurchase Member is indicted for a felony, or is convicted of, or pleads guilty or nolo contendere to, a crime or crimes involving fraud, theft or dishonesty that causes material injury to the Company Group; (c) a Repurchase Member knowingly steals, commits fraud, embezzles, misappropriates or falsifies expense reports; (d) a Repurchase Member engages in conduct which discriminates or harasses another employee of the Company Group on the basis of gender, race, color, creed, religion or sexual orientation, as determined unanimously by the Company Group in good faith after a reasonable investigation; or (e) other conduct that causes or threatens to cause material injury to the Company Group's business or reputation.

"*Certificate*" means the Certificate of Formation of the Company and any and all amendments thereto and restatements thereof filed on behalf of the Company with the office of the Secretary of State of the State of Delaware pursuant to the Delaware Act.

"*Claims*" has the meaning set forth in Section 13.2(a).

"Class" has the meaning set forth in Section 4.2.

"*Code*" means the U.S. Internal Revenue Code of 1986, as previously or hereafter amended.

"*Colonial*" has the meaning set forth in the Recitals.

"*Colonial Acquisition Agreement*" means that certain Acquisition Agreement, dated as of December 22, 2015 by and among Varsity, Group, Colonial, the Beneficial Owners (as defined therein) and the other parties thereto and all documents, certificates, instruments and agreements contemplated by, or required to be delivered in connection therewith.

"*Common Class A Member(s)*" means the holders of the Common Class A Units.

"*Common Class A Units*" has the meaning set forth in Section 4.2.

"*Common Class B Members*" means the holders of the Common Class B Units.

"*Common Class B Units*" has the meaning set forth in Section 4.2.

"*Common Class C Members*" means the holders of the Common Class C Units.

"*Common Class C Units*" has the meaning set forth in Section 4.2.

"*Common Director*" has the meaning set forth in Section 6.1(a)(ii).

"*Common Members*" means the holders of Common Units.

"*Common Percentage*" means, with respect to each Common Member, an amount equal to the product of (a) the quotient obtained by dividing the number of Common Units owned of record by such Common Member by the number of issued and outstanding Common Units at such time, and (b) 100, expressed as a percentage.

"*Common Permitted Transferee*" means, with respect to each Common Member, Varsity and, upon prior written notice to Varsity, an Affiliate of such Common Member.

"*Common Units*" means the Common Class A Units, the Common Class B Units, the Common Class C Units and any other Membership Units that are created by the Board of Directors and are designated as "Common Units".

"*Company*" has the meaning set forth in the Preamble.

"*Company Assets*" means all direct and indirect interests in real and personal property owned by the Company from time to time, and shall include both tangible and intangible property (including cash and including the Company's right to receive Capital Contributions hereunder).

"*Company Group*" means Colonial, the Company and any of their respective Affiliates.

"*Company Minimum Gain*" has the meaning specified in Treasury Regulations Section 1.704-2(b)(2), and the amount of Company Minimum Gain, as well as any net increase or decrease in Company Minimum Gain, shall be determined in accordance with the rules of Treasury Regulations Section 1.704-2(d).

"*Company Notice*" has the meaning set forth in Section 4.8(a).

"*Company Purchase Right*" has the meaning set forth in Section 4.8(a).

"*Confidential Information*" has the meaning set forth in Section 5.6(a).

"*Consent*" means the consent, approval or vote of a Person to do the act or thing for which the consent or approval is solicited or vote is cast, or the act of granting such consent or approval or casting such vote, as the context may require. References to the Consent (or agreement or approval or similar words of import) of the Members means the Consent of the Members who are not then in violation of any of the material terms and conditions of this Agreement holding more than 50% of the Percentage Interests held, in the aggregate, by all Members who are not then in violation of any of the material terms and conditions of this Agreement.

"*Covered Person*" has the meaning set forth in Section 6.1(j).

"*Damages*" has the meaning set forth in Section 13.2(a).

"*Deemed Liquidation Event*" shall mean a sale of Membership Units (including via the exercise of a Drag-Along Right pursuant to Section 10.4 or a "tag along" right pursuant to Section 10.5), merger or consolidation (other than one in which Members own a majority by voting power of the outstanding Equity Securities of the surviving or acquiring entity) or a sale, lease, Transfer or other disposition of all or substantially all of the assets of the Company.

"*Deemed Per Unit Consideration*" means an amount equal to (a) the aggregate consideration being paid by the Purchaser in a Tag-Along Sale divided by (b) the total number of Membership Units being sold to the Purchaser in such Tag-Along Sale.

"*Delaware Act*" means the Delaware Limited Liability Company Act, 6 Del. C. § 18-101, *et seq.*, as amended from time to time and any successor statute thereto.

"*Depreciation*" means, for each Fiscal Year, an amount equal to the depreciation, amortization or other cost recovery deduction allowable for federal income tax purposes with respect to an asset for such Fiscal Year; provided, however, that if the Gross Asset Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such Fiscal Year, Depreciation shall be an amount that bears the same ratio to such beginning Gross Asset Value as the federal income tax depreciation, amortization or other cost recovery deduction with respect to such asset for such Fiscal Year bears to such beginning adjusted tax basis; and, provided, further, that if such beginning adjusted tax basis is zero, Depreciation shall be determined with reference to such beginning Gross Asset Value using any reasonable method selected by the Board of Directors.

"*Director*" means a member of the Board of Directors.

"*Director Votes*" means the number of votes each Director shall have on any matter being voted on by the Board of Directors.

"*Disability*" has the meaning set forth in such Repurchase Member's employment agreement with the Company Group, or, if there is no such employment agreement, means a

Repurchase Member suffers from a permanent physical or mental condition that renders such Repurchase Member unable to perform the material and substantial duties of his or her position for a period of ninety (90) days or more, or for an aggregate of one hundred eighty (180) days in any three-hundred sixty-five (365) consecutive day period. The determination as to whether a Repurchase Member has such a disability shall be made by a third party physician qualified to make such determination.

"***Disabling Conduct***" means any conduct in relation to the Company or any of its Affiliates, which pursuant to the Delaware Act may not legally be indemnified.

"***discretion***" means, when used with respect to any Director or any Member or Person, the sole and absolute discretion of such Person (taking into account the best interests of the Members) unless otherwise specifically provided herein.

"***Doctor Owners***" has the meaning set forth in the Recitals.

"***Dr. Lowder***" has the meaning set forth in the Recitals.

"***Drag-Along Right***" has the meaning set forth in Section 10.4(a).

"***Drag-Along Consideration***" has the meaning set forth in Section 10.4(d).

"***Drag-Along Sale***" has the meaning set forth in Section 10.4(a).

"***Drag-Along Seller***" has the meaning set forth in Section 10.4(a).

"***Early Departure***" means the voluntary resignation of a Repurchase Member's employment with the Company Group prior to the third anniversary of the date on which such Repurchase Member acquired Common Class B Units or Common Class C Units, as applicable, without Good Reason.

"***Equity Securities***" means any common, preferred or other capital stock of, or any general or limited partnership interests or limited liability company interests in, or any right to participate in the profit and losses of, any Person and any warrants, rights, convertible securities or options to purchase, subscribe for or to convert any Security evidencing debt for any of the foregoing or for any such warrant, right, convertible security or option.

"***Fair Market Value***" means (a) with respect to Marketable Securities (i) that are primarily traded on a securities exchange or securities market, the value of the last sale price as recorded on the securities exchange or securities market on which such securities primarily are traded (ii) that are not listed on an exchange or securities market, or Securities for which there were no recent or relevant transactions, may be valued at the average of the most recent "bid" and "ask" price; and (iii) for which recent market quotations are not readily available, the value determined in accordance with clause (c) below, (b) with respect to the value of the Company determined by the Board of Directors in good faith considering all factors, information and data deemed by the Board of Directors to be pertinent, the price at which the Company, taken as a whole, and on a "going concern" basis, based on the same methodology used by Varsity Management in connection with its periodic reporting on the value of its holdings to its investors,

(c) with respect to any Securities in the Company, the value the holder of such Securities would receive in connection with a sale of all of the assets of the Company at a value determined pursuant to clause (b) of this definition with the proceeds of such sale distributed to the Members in accordance with Section 8.2 and (d) with respect to any Company Asset, other than cash and Marketable Securities, the price determined by the Board of Directors in good faith at which such Company Asset would be sold in an arm's-length transaction between a willing and able buyer and a willing and able seller, both of which are well informed about such Company Asset, and neither of which is an Affiliate of the other or under any compulsion to buy or to sell, based on market conditions prevailing at the time, and without any discounts for illiquidity or ownership of a minority interest.

"***Fault Termination***" means the termination of a Repurchase Member as an employee of the Company Group upon the happening of any of the following events: (a) such Repurchase Member is terminated with Cause by the Company Group; (b) such Repurchase Member ceases to be employed by the Company Group at a time when Cause existed; (c) such Repurchase Member commits any act of theft or dishonesty that is of a nature materially injurious to the Company Group; or (d) such Repurchase Member commits fraud with respect to the Company Group, or their respective businesses.

"***Fiscal Year***" means (a) the period commencing upon the formation of the Company and ending on December 31, 2015 or (b) any subsequent 12-month period commencing on January 1 and ending on December 31.

"***Gilroy***" has the meaning set forth in the Preamble.

"***Good Reason***" has the meaning ascribed to the term "Good Cause" in such Repurchase Member's employment agreement with the Company Group or, if there is no such employment agreement, any of the following (a) the Company Group materially reduces the base salary of such Repurchase Member to be provided to him or her pursuant to such Repurchase Member's employment agreement with the Company Group, in accordance with such employment agreement; or (b) such Repurchase Member is required to perform services more than fifty (50) miles from the primary location at which such Repurchase Member performs services as of the date such Repurchase Member first acquired Common Units, as applicable, (provided, however, that for any Repurchase Member to terminate his or her employment for "Good Reason": (w) he or she must reasonably determine in good faith that a Good Reason condition has occurred, (x) he or she must notify the Company Group in writing within 45 days of the date he or she becomes aware of the event that would allow him or her to terminate employment for Good Reason, with such notice setting forth such event in reasonable detail; (y) the event must remain uncorrected by the Company Group for 90 days following its receipt of such notice, and he or she has cooperated in good faith with the Company Group's efforts to cure such condition; and (z) such termination must occur within 45 days after the expiration of such 90-day period).

"***Governmental Approval***" means an authorization, consent, approval, permit, license or exemption of, registration or filing with, or report or notice to, any Governmental Authority.

"***Governmental Authority***" means any nation or government, any state or other political subdivision thereof and any entity exercising executive, legislative, judicial, regulatory or

administrative functions of or pertaining to government, including any government authority, agency, department, board, commission or instrumentality of the United States, of any state of the United States or any political subdivision thereof, and any tribunal or arbitrator(s) of competent jurisdiction.

"*Gross Asset Value*" means, with respect to any asset, the asset's adjusted basis for federal income tax purposes, except as follows:

(a) The initial Gross Asset Value of any asset contributed by a Member to the Company shall be the gross Fair Market Value of such asset on the date of contribution, as determined by the Board of Directors.

(b) The Gross Asset Values of all Company Assets immediately prior to the occurrence of any event described in subsections (i) through (v) hereof shall be adjusted to equal their respective gross Fair Market Values, as determined by the Board of Directors, as of the following times:

(i) the acquisition of an interest in the Company by a new or existing Member in exchange for more than a de minimis Capital Contribution, if the Board of Directors reasonably determines that such adjustment is necessary or appropriate to reflect the relative economic interests of the Members in the Company;

(ii) the distribution by the Company to a Member of more than a de minimis amount of Company Assets as consideration for an interest in the Company, if the Board of Directors reasonably determines that such adjustment is necessary or appropriate to reflect the relative economic interests of the Members in the Company;

(iii) the issuance of an interest in the Company (other than a de minimis interest) as consideration for the provision of services to or for the benefit of the Company, if the Board of Directors reasonably determines that such adjustment is necessary or appropriate to reflect the relative economic interests of the Members in the Company;

(iv) the liquidation of the Company within the meaning of Treasury Regulations Section 1.704-1(b)(2)(ii)(g); and

(v) at such other times as the Board of Directors shall reasonably determine necessary or advisable in order to comply with Treasury Regulations Sections 1.704-1(b) and 1.704-2.

(c) The Gross Asset Value of any Company Asset distributed to a Member shall be the gross Fair Market Value of such asset on the date of distribution as determined by the Board of Directors.

(d) The Gross Asset Values of Company Assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Code Section 734(b) or Code Section 743(b), but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Treasury Regulations Section 1.704-

1(b)(2)(iv)(m); provided, however, that Gross Asset Values shall not be adjusted pursuant to this clause (d) to the extent that the Board of Directors reasonably determines that an adjustment pursuant to clause (b) is necessary or appropriate in connection with a transaction that would otherwise result in an adjustment pursuant to this clause (d).

(e) If the Gross Asset Value of an asset has been determined or adjusted pursuant to paragraphs (a), (b) or (d) above, such Gross Asset Value shall thereafter be adjusted by the Depreciation taken into account with respect to such asset for purposes of computing Net Income and Net Loss (and not the depreciation, amortization or other cost recovery deductions allowable with respect to that asset for federal income tax purposes).

"*Group*" has the meaning set forth in the Preamble.

"*Immediate Family*" means any child, stepchild, parent, stepparent, spouse or sibling of a person.

"*Indemnified Person*" means, with respect to any act or omission that gives rise to a claim for indemnification under Article XIII of this Agreement, (a) the Board of Directors, each accountant, attorney and other agent of the Board of Directors, (b) any of the Officers of the Company, and (c) the Members and their Affiliates.

"*Independent Director*" has the meaning set forth in Section 6.1(a)(ii).

"*Indirect Transfer*" means, with respect to a Person, any sale, transfer, assignment, hypothecation, encumbrance, pledge or other disposition, directly or indirectly, of the equity securities of such Person or any interests therein.

"*Involuntary Transfer*" means, with respect to Common Class B Units or Common Class C Units, any involuntary Transfer, proceeding or action (other than a Transfer to a Common Permitted Transferee or Preferred Permitted Transferee) by or in which a Repurchase Member is deprived or divested of any right, title or interest in or to any Common Class B Units or Common Class C Units, as applicable, including any seizure under levy of attachment or execution, any Transfer in connection with a foreclosure upon a pledge, any entry of any order for relief or Transfer in connection with bankruptcy (whether pursuant to the filing of a voluntary or an involuntary petition under the Federal Bankruptcy Code of 1978, or any modifications or revisions thereto, or other similar bankruptcy or insolvency laws), or any other court proceeding to a debtor in possession, trustee in bankruptcy or receiver or other officer or agency, any Transfer to a state or to a public officer or agency pursuant to any statute pertaining to escheat or abandoned property, or any Transfer pursuant to a separation agreement or divorce, equitable or community or marital property distribution, judicial decree or other court order relating to the division or partition of property between spouses.

"*Involuntary Transferee*" has the meaning set forth in Section 10.2(e)(i).

"*Investment Company Act*" means the Investment Company Act of 1940, as amended from time to time, and any successor statute thereto.

"*Investor Business Opportunity*" means any matter, transaction or interest that is presented to or acquired, created or developed by, or which otherwise comes into the possession of, Varsity, Gilroy or any Director appointed by Varsity, unless such matter, transaction or interest is presented to, or acquired, created or otherwise developed by, or otherwise comes into the possession of, such Director expressly and solely in such Director's capacity as a Director.

"*Legal Representative*" means any legal representative of a Person, including in the event of a Member's death, the personal representative or other Person authorized by his or her estate to make decisions on behalf of such estate, and, if different, shall include the Persons with power and authority with respect to the Membership Units that are owned by the Member.

"*Lien*" means, as to any Person, any mortgage, lien, pledge, adverse claim, charge, security interest or other encumbrance in, or any interest or title of any vendor, lessor, lender or other secured party to or of such Person under any conditional sale or other title retention agreement or capital lease with respect to, any property or asset owned or held by such Person, or the signing or filing of a financing statement which names such Person as debtor, or the signing of any security agreement authorizing any other party as the secured party thereunder to file any financing statement.

"*Marketable Securities*" means Securities that are (a) traded on an established U.S. or non-U.S. securities exchange or (b) reported through the National Association of Securities Dealers, Inc. Automated Quotation System, and in each case that are not subject to material legal or contractual restrictions on transferability.

"*Member*" means, at a specific time, a Person holding Membership Units who has acquired such Membership Units in accordance with the provisions hereof, acting in the capacity of a member of the Company, and "*Members*" means, at such specific time, all of such Persons, collectively, acting in their capacities as members of the Company.

"*Member Minimum Gain*" means an amount, with respect to each Member Nonrecourse Debt, equal to the Company Minimum Gain that would result if such Member Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Treasury Regulations Section 1.704-2(i).

"*Membership Interest Control Agreement*" has the meaning set forth in the Recitals.

"*Membership Units*" means the Common Units, the Preferred Units, any securities into which such Common Units or Preferred Units shall have been changed or any Equity Securities resulting from any reclassification or recapitalization of such Common Units or Preferred Units, and all other Equity Securities of any class or classes (however designated), the holders of which have the right, without limitation as to amount, after payment on any Equity Securities entitled to a preference on dividends or other distributions upon any dissolution, liquidation or winding-up, either to all or to a share of the balance of payments upon such dissolution, liquidation or winding-up.

"*Minimum Price Per Unit*" means an amount equal to (a) the aggregate amount the Selling Member is entitled to receive pursuant to Section 8.2(a) and Section 8.2(b) as of the date of the Tag-Along Sale with respect to all Preferred Units owned by the Selling Member on such

date divided by (b) the total number of Preferred Units owned by such Selling Member on such date.

"*Net Cash Available for Distribution*" means all cash available for distribution by the Company, as determined in the good faith discretion of the Board of Directors in excess of amounts retained by the Company for other purposes, including: (a) to pay Company expenses, (b) to fund reserves, (c) to fund anticipated payments on indebtedness of the Company, (d) to fund any anticipated acquisitions and (e) to pay any required tax withholdings.

"*Net Income*" or "*Net Loss*" means an amount equal to the Company's taxable income or loss with respect to applicable investments or activity, determined in accordance with the principles of Code Section 703(a) (for this purpose, all items of income, gain, loss or deduction or expense required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the following adjustments, it being the intention not to duplicate any item of income or loss:

(a) any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing Net Income or Net Loss pursuant to this definition of Net Income or Net Loss shall be taken into account in computing such Net Income or Net Loss;

(b) any expenditures of the Company described in Code Section 705(a)(2)(B), or treated as Code Section 705(a)(2)(B) expenditures pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(i), and not otherwise taken into account in computing Net Income or Net Loss pursuant to this definition of Net Income or Net Loss shall be taken into account in computing such Net Income or Net Loss;

(c) in the event the Gross Asset Value of any Company Asset is adjusted pursuant to subparagraph (b) or subparagraph (c) of the definition of Gross Asset Value, the amount of such adjustment shall be taken into account as gain or loss from the disposition of such asset for purposes of computing Net Income or Net Loss;

(d) gain or loss resulting from any disposition of any Company Asset with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Gross Asset Value of the Company Asset disposed of, notwithstanding that the adjusted tax basis of such Company Asset differs from its Gross Asset Value;

(e) to the extent an adjustment to the adjusted tax basis of any Company Asset pursuant to Code Section 734(b) is required pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m)(4) to be taken into account in determining Capital Accounts as a result of a distribution other than in liquidation of a Member's interest in the Company, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases the basis of the asset) from the disposition of the asset and shall be taken into account for purposes of computing Net Income or Net Loss;

(f) in lieu of the depreciation, amortization and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation; and

(g) notwithstanding any other provision of this definition of Net Income or Net Loss, any items which are specially allocated pursuant to Article IX hereof shall not be taken into account in computing Net Income or Net Loss.

The amounts of the items of Company income, gain, loss, deduction or expense available to be specially allocated pursuant to Article IX hereof shall be determined by applying rules analogous to those set forth in this definition of Net Income or Net Loss.

"*New Membership Units*" has the mean set forth in Section 10.3(a).

"*No Fault Termination*" means the termination of a Repurchase Member's employment with the Company Group by the Company Group other than a Fault Termination.

"*Nonrecourse Debt*" has the meaning set forth in Section 1.704-2(b)(4) of the Treasury Regulations.

"*Nonrecourse Deduction*" has the meaning specified in Treasury Regulations Sections 1.704-2(b)(1) and 1.704-2(c).

"*Nonrecourse Liability*" has the meaning specified in Treasury Regulations Sections 1.704-2(b)(3) and 1.752-1(a)(2).

"Offer Notice" has the meaning set forth in Section 10.5(a).

"Offeree" has the meaning set forth in Section 10.5(a).

"*Officers*" has the meaning set forth in Section 6.2(a).

"*Original Cost*" means with respect to any Membership Unit One Hundred Dollars ($100).

"*Percentage Interest*" means, with respect to each Member, an amount equal to the product of (a) the quotient obtained by dividing the number of Membership Units owned of record by such Member by the aggregate number of issued and outstanding Membership Units at such time, and (b) 100, expressed as a percentage.

"*Person*" means a company, a corporation, an association, a partnership, a limited liability company, an organization, a joint venture, a trust or other legal entity, an individual, a government or political subdivision thereof or a governmental agency.

"*Preemptive Member*" has the meaning set forth in Section 10.3.

"*Preemptive Offer Notice*" has the meaning set forth in Section 10.3(a).

"*Preemptive Percentage Interests*" means, with respect to each Preferred Member or a Common Class A Member, an amount equal to the product of (a) the quotient obtained by dividing the number of Preferred Units or Common Class A Units owned of record by such Preferred Member or Common Class A Member, as applicable, by the aggregate number of

issued and outstanding Preferred Units and Common Class A Units at such time, and (b) 100, expressed as a percentage.

"***Preferred Directors***" has the meaning set forth in Section 6.1(a)(ii).

"***Preferred Member(s)***" means the holders of the Preferred Units.

"***Preferred Percentage Interest***" means, with respect to each Preferred Member, an amount equal to the product of (a) the quotient obtained by dividing the number of Preferred Units owned of record by such Preferred Member by the number of issued and outstanding Preferred Units at such time, and (b) 100, expressed as a percentage.

"***Preferred Permitted Transferee***" means any Person that is an Affiliate of a Preferred Member.

"***Preferred Units***" has the meaning set forth in Section 4.2.

"***Proceeding***" has the meaning set forth in Section 13.2(a).

"***Profits Interest Member***" a Member that is granted Common Class C Units in exchange for services, with such grant intended to qualify as a "profits interest" within the meaning of Revenue Procedure 93-27 and Revenue Procedure 2001-43.

"***Purchaser***" has the meaning set forth in Section 10.4(a).

"***Qualifying Resignation***" means, with respect to a Repurchase Member, the termination of such Repurchase Member as an employee of the Company Group upon the happening of any of the following events: (a) the resignation of such Repurchase Member from his or her employment with the Company Group with Good Reason; or (b) the resignation of such Repurchase Member's employment with the Company Group for any reason at any time after the third anniversary of the date on which such Repurchase Member acquired Common Class B Units or Common Class C Units; provided, however, that such resignation is not as a result of a pending or threatened Fault Termination or No Fault Termination.

"***Regulatory Allocations***" has the meaning specified in Section 9.2(f).

"***Restricted Period***" has the meaning specified in Section 5.9(a).

"***Restricted Territory***" has the meaning specified in Section 5.9(a).

"***Revised Partnership Audit Procedures***" means the provisions of Subchapter C of Subtitle A, Chapter 63 of the Code, as amended by the Bipartisan Budget Act of 2015, P.L. 114 74 (together with any subsequent amendments thereto, Treasury Regulations promulgated thereunder, and published administrative interpretations thereof).

"***Repurchase Members***" means holders of Common Class B Units and Common Class C Units.

"*Securities*" means capital stock, limited or general partnership interests, limited liability company interests, bonds, notes, debentures and other obligations, investment contracts and other instruments or evidences of indebtedness commonly referred to as securities and any rights, warrants and options related thereto.

"*Securities Act*" means the Securities Act of 1933, as amended from time to time, and any successor statute thereto.

"Selling Member" has the meaning set forth in Section 10.5(a).

"*Services Company*" has the meaning set forth in the Recitals.

"*Subsequent Transferee"* has the meaning set forth in Sections 4.8(f).

"*Subsidiary*" means, with respect to any specified Person, any other Person of which such specified Person, directly or indirectly through one or more Subsidiaries, (a) owns 50% or more of the outstanding Equity Securities entitled to vote generally in the election of the board of directors or similar governing body of such other Person, or (b) has the power to generally direct the business and policies of that other Person, whether by contract or as a general partner, managing member, manager, joint venturer, agent or otherwise.

"Tag-Along Acceptance" has the meaning set forth in Section 10.5(b).

"*Tag-Along Consideration*" has the meaning set forth in Section 10.5(d).

"Tag-Along Offer" has the meaning set forth in Section 10.5(a).

"Tag-Along Period" has the meaning set forth in Section 10.5(b).

"Tag-Along Sale Price" has the meaning set forth in Section 10.5(a).

"Tag-Along Units" has the meaning set forth in Section 10.5(c).

"*Tax Liability Distribution*" has the meaning set forth in Section 8.3(a).

"*Tax Matters Member*" means Varsity.

"*Threshold Amount*" an amount designated, with respect to any grant of Common Class C Units to a Profits Interest Member, which amount shall be determined by the Board of Directors to be no less than the amount that would be distributed to all Members, at the date of such grant, were the Company at such date to sell all of its assets for Fair Market Value (including good will and going concern value) and liquidate.

"*Transfer*" has the meaning set forth in Section 10.2(a) of this Agreement. The terms "*Transferring*," "*Transferor*," "*Transferred*," and "*Transferee*" have meanings correlative to the meaning of "Transfer."

"*Treasury Regulations*" means the permanent and temporary regulations promulgated by the U.S. Treasury Department under the Code, as such regulations may be amended from time to time.

"*Varsity*" has the meaning set forth in the Preamble.

"*Varsity Management*" has the meaning set forth in the Recitals.

"*Varsity Management Services Agreement*" has the meaning set forth in the Recitals.

Section 1.2 Headings. The headings and subheadings in this Agreement are included for convenience and identification only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof. The definitions in this Article I shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require in this Agreement or any Exhibit hereto, any pronoun shall include the corresponding masculine, feminine and neuter forms. When utilized in this Agreement or any Exhibit hereto, (a) the words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation"; and (b) the words "hereof", "herein", and "hereunder" and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement as a whole and not to any particular provision of this Agreement

ARTICLE II.
FORMATION AND TERM

Section 2.1 Formation. The Company was formed on December 8, 2015 as a Delaware limited liability company by the execution and filing of the Certificate with the Secretary of State of the State of Delaware under and pursuant to the Delaware Act. The Board of Directors shall cause to be executed all necessary certificates and documents, and shall make all such filings and recordings, and shall cause to be done all other acts as may be necessary or appropriate from time to time to comply with all requirements for the continued existence and operation of a limited liability company in the State of Delaware. The rights, powers, duties, obligations and liabilities of the Members (in their respective capacities as such) shall be determined pursuant to the Delaware Act and this Agreement. To the extent that the rights, powers, duties, obligations and liabilities of any Member (in its capacity as such) are different by reason of any provision of this Agreement than they would be in the absence of such provision, this Agreement shall, to the extent permitted by the Delaware Act, control.

Section 2.2 Name. The name of the Company shall be "Family Care Partners Holdings LLC". The business of the Company may be conducted upon compliance with all Applicable Laws under any other name designated by the Board of Directors.

Section 2.3 Term. The term of the Company will commence on the date of the filing of the Certificate in the office of the Secretary of State of the State of Delaware and will continue until dissolution in accordance with ARTICLE XIV of this Agreement.

Section 2.4 Registered Office and Registered Agent. The Board of Directors shall designate a registered agent and office within the State of Delaware. At any time, the Board of Directors may designate an alternate registered office or registered agent.

Section 2.5 Principal Place of Business. The principal place of business of the Company shall be at such place as the Board of Directors may designate from time to time, which need not be in the State of Delaware, and the Company shall maintain its books and records at such principal place of business. The Company may have such other offices (within or without the State of Delaware) as the Board of Directors may designate from time to time.

Section 2.6 Qualification in Other Jurisdictions. The Company will be qualified, formed or registered under assumed or fictitious name statutes or similar laws in any jurisdiction in which the Company transacts business in which such qualification, formation or registration is required or desirable. The Board of Directors will cause to be executed, delivered and filed any certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in a jurisdiction in which the Company may wish to conduct business.

ARTICLE III.
PURPOSE, POWERS AND OPERATION OF THE COMPANY

Section 3.1 Purpose. The Company was formed to carry on any lawful business, purpose or activity as the Board of Directors may determine. The Company shall possess and may exercise all of the powers and privileges granted by the Delaware Act or by any other Applicable Law, together with any powers incidental thereto, which are necessary or convenient for the conduct, promotion or attainment of the business, purposes or activities of the Company. Notwithstanding anything herein to the contrary, nothing set forth herein shall be construed as authorizing the Company to possess any purpose or power, or to do any act or thing, forbidden by Applicable Law to a limited liability company organized under the laws of the State of Delaware.

Section 3.2 Powers of the Company. Subject to the provisions of this Agreement, (a) the Company may, execute, deliver and perform any and all contracts and engage in all activities and transactions necessary or advisable to carry out the foregoing purpose, all without any further act, vote or approval of any Member and (b) the Board of Directors may authorize any Person (including any Member or Officer) to execute, deliver and perform any contract and engage in all activities and transactions necessary or advisable to carry out the foregoing purpose on behalf of the Company.

Section 3.3 No State-Law Partnership. The Members intend that the Company shall not constitute or be treated as a partnership (including a limited partnership) or joint venture, and that no Member or Officer shall be a partner or joint venturer of any other Member or Officer, for any purposes other than federal, and if applicable, state and local income tax purposes, and this Agreement shall not be construed to the contrary. Notwithstanding the immediately preceding sentence, the Members intend that the Company shall be treated as a partnership for federal tax and, if applicable, state and local income tax purposes, and each Member and the Company shall file all tax returns, and otherwise take all tax and financial reporting positions, in a manner consistent with such treatment. Neither the Members nor the Company shall make any election under Treasury Regulations Section 301.7701-3, or any comparable provisions of state or local law, to treat the Company as an entity other than a partnership for federal tax or state or local income tax purposes.

ARTICLE IV.
CAPITAL CONTRIBUTIONS; CAPITAL CALLS; CAPITAL ACCOUNTS

Section 4.1 Members and Capital Contributions.

(a) The name, address, initial Capital Contribution and Membership Units of each Member are set forth on Exhibit A attached hereto.

(b) No additional Capital Contributions by any Member shall be required in respect of their Membership Units after the issuance thereof without the consent of such Member.

(c) Except as otherwise permitted by the Board of Directors, (i) all Capital Contributions by any Member shall be payable in cash and (ii) Capital Contributions shall be payable in one instalment and shall be paid prior to the date of the proposed acceptance of the contribution.

Section 4.2 Member's Interest. Interests in the Company shall be represented solely by Membership Units. The Membership Units shall be divided among various classes (hereinafter collectively, "***Classes***", and individually, "***Class***"). As of the date hereof, the Company has created the following Classes: Common Class A Units ("***Common Class A Units***"), Common Class B Units ("***Common Class B Units***"), Common Class C Units ("***Common Class C Units***") and Preferred Units ("***Preferred Units***"). The rights, preferences, powers, qualifications, limitations and restrictions of each Class of Membership Units shall be as set forth in this Agreement (as may be amended from time to time). The Board of Directors has the right to create additional Classes of Membership Units with different terms and conditions, including terms that are senior to or *pari pasu* with other Classes. A Member's Membership Units will for all purposes be personal property. A Member has no interest in specific Company property.

Section 4.3 Status of Capital Contributions.

(a) Except as otherwise expressly provided or permitted in this Agreement, no Member shall have any right to the return of such Member's Capital Contribution, or any other amounts or capital from the Company, nor shall any Member have any right to receive any property from the Company other than cash, except as otherwise provided in this Agreement. Further, no return of a Member's Capital Contributions will be made hereunder if such distribution would violate Applicable Law. Under circumstances requiring a return of any Capital Contributions, no Member will have the right to demand or receive property other than cash, except as may be specifically provided in this Agreement.

(b) No Member will receive any interest, salary or drawing with respect to its Capital Contributions or its Capital Account or for services rendered on behalf of the Company or otherwise in its capacity as a Member, except as otherwise specifically provided in this Agreement or in any other written agreement entered into by the Company and such Member. No provision set forth in this Agreement shall be construed as conferring upon any Member the right to employment by the Company.

Section 4.4 Capital Accounts. A Capital Account shall be established and maintained for each Member in accordance with the terms of this Agreement.

Section 4.5 Withdrawals and Returns of Capital. No Member shall be entitled to withdraw or receive any return of, or demand the return of, its Capital Contribution, or any other assets or capital, from the Company, including any property or cash, except as otherwise expressly provided in this Agreement. No Member shall have priority over any other Member as to the return of the amount of its Capital Contribution to the Company on its liquidation, other than as set forth in this Agreement.

Section 4.6 Advances. If any Member advances or loans any funds to the Company in excess of its Capital Contributions, (a) the amount of such advance will neither increase its Capital Account nor entitle it to any increase in its share of the distributions of the Company, (b) any such advance will be payable and collectible only out of Company Assets, and the other Members will not be personally obligated to repay any part thereof, and (c) such Member will not have or acquire, as a result of making such advance or loan, any direct or indirect interest in the profits, capital or property of the Company, other than as a creditor.

Section 4.7 Creditors Not Benefited. The provisions of this Agreement are intended to benefit only the Company, the Board of Directors, the Members and their respective permitted successors and assigns and the Indemnified Persons. It is not intended that these provisions benefit, and such provisions are not enforceable by, any creditors of the Company, the trustee in bankruptcy of the Company or any other Persons (other than the members of the Board of Directors, the Members and their respective permitted successors and assigns and the Indemnified Persons).

Section 4.8 Company Purchase Rights.

(a) Fault Termination. In the event of a Fault Termination of a Repurchase Member, all of the Common Units then held by such Common Member shall automatically be forfeited and cancelled without payment.

(b) Early Departure.

(i) Common Class B Members. In the event of an Early Departure of a Common Class B Member, the Company shall have the option for a period of 365 days following such Early Departure to purchase from such Common Class B Member all or a portion of the Common Class B Units then held by such Common Class B Member at a price per Common Class B Unit equal to the lower of (i) the Fair Market Value of such Common Class B Units and (ii) the Original Cost of such Common Class B Units.

(ii) Common Class C Members. In the event of an Early Departure of a Common Class C Member (A) holding vested Common Class C Units, the Company shall have the option for a period of 365 days following such Early Departure to purchase from such Common Class C Member all or a portion of the vested Common Class C Units then held by such Common Class C Member at a price per vested Common Class C Units equal to the lower of (x) the Fair Market Value of such vested Common Class C Units and (y) the Original Cost of such vested Common Class C Units and (B) holding

unvested Common Class C Units, all of the unvested Common Class C Units then held by such Common Class C Member shall automatically be forfeited and cancelled without payment.

(c) No Fault Termination. In the event of a No Fault Termination of a Repurchase Member, the Company shall have the option for a period of 365 days following such No Fault Termination to purchase from such Repurchase Member all or a portion of the Common Class B Units or vested Common Class C Units, as applicable, then held by such Repurchase Member at a price per Common Class B Unit or vested Common Class C Unit, as applicable, equal to the Fair Market Value of such Common Class B Units or vested Common Class C Units, as applicable; provided that, in the event of a No Fault Termination of a Common Class C Member holding unvested Common Class C Units, all of the unvested Common Class C Units then held by such Common Class C Member shall automatically be forfeited and cancelled without payment.

(d) Termination due to Death, Disability, or Qualifying Resignation. In the event of the death, Disability or Qualifying Resignation of any Repurchase Member, the Company shall have the option for a period of 365 days following such death, Disability, or Qualifying Resignation to purchase from such Repurchase Member all or a portion of the Common Class B Units or vested Common Class C Units then held by such Repurchase Member, as applicable, at a price per Common Class B Unit or vested Common Class C Unit, as applicable, equal to the Fair Market Value of such Common Class B Unit or vested Common Class C Unit, as applicable; provided that, in the event of the death, Disability or Qualifying Resignation of a Common Class C Member holding unvested Common Class C Units, all of the unvested Common Class C Units then held by such Common Class C Member shall automatically be forfeited and cancelled without payment.

(e) Procedure for Purchase or Forfeiture. The Company shall exercise its rights under Section 4.8(a), 4.8(b), 4.8(c) and 4.8(d), by delivery of a notice to exercise (the "*Company Notice*") to the Repurchase Member(s) whose Common Class B Units or Common Class C Units, as applicable, are to be purchased pursuant to Section 4.8(a), 4.8(b), 4.8(c) and 4.8(d) to any Subsequent Transferee (as defined below), which notice shall include the number of Common Class B Units or Common Class C Units, as applicable, to be purchased. At the closing of any purchase pursuant to Section 4.8(a), 4.8(b), 4.8(c) and 4.8(d) (such purchase, a "*Company Purchase Right*"), which shall take place on such date (not later than 90 days after the delivery of the Company Notice) as the Company shall select, the Repurchase Member(s) and any Subsequent Transferee, as applicable, shall deliver instruments of transfer in form and substance reasonably satisfactory to the Company, duly executed by the applicable Repurchase Member(s) or such Subsequent Transferee, against delivery of the purchase price. The purchase price for such Common Units shall be payable, at the Company's option, in cash, check or wire transfer or with a subordinated note with a two (2) year term, which note shall be on terms reasonably acceptable to all parties. The closing of any forfeiture of any Common Class B Units or Common Class C Units, as applicable, pursuant to Section 4.8(a), 4.8(b), 4.8(c) and 4.8(d) shall take place on such date that the Company has exercised (or deemed to have exercise) such forfeiture right and shall be automatically effected without any further action by any party.

(f) Application to Subsequent Transferees. For purposes of this Section 4.8, any Common Class B Units or Common Class C Units originally issued to any of the Repurchase Members that are subsequently Transferred to any Person (other than to the Company or Varsity) pursuant to an Involuntary Transfer or otherwise in accordance with this Agreement (a "*Subsequent Transferee*") shall be deemed to be held by the transferring Repurchase Member and the repurchase provisions set forth in this Section shall continue to apply based on the employment of such transferring Repurchase Member; provided, that any amounts to be paid in respect of such Membership Units pursuant to this Section 4.8 shall be paid to the applicable Subsequent Transferee.

(g) Varsity Exit. Notwithstanding anything to the contrary contained in Section 4.8(a)-(f), in the event Varsity no longer holds Membership Units, the Company repurchase price for any Common Class B Units or vested Common Class C Units upon any termination event set forth in Section 4.8(a)-(e) shall be equal to the Fair Market Value of such Common Class B Units or vested Common Class C Units, as applicable.

ARTICLE V.
MEMBERS

Section 5.1 Powers of Members. Except as otherwise specifically provided by this Agreement or required by the Delaware Act, no Member will have the power to act for or on behalf of, or to bind, the Company. Without limiting the generality of the foregoing, except as specifically set forth in this Agreement or otherwise required by Applicable Law, the Members shall not be entitled to vote on any matter.

Section 5.2 Limited Liability of Members.

(a) No Member shall have any personal liability whatsoever in its capacity as a Member, whether to the Company, to any of the Members or to the creditors of the Company, for the debts, liabilities, contracts or any other obligations of the Company or for any losses of the Company; provided, however, that for the avoidance of doubt, nothing contained in this Agreement shall be construed to limit the personal liability of a Member to the Company, to any of the Members or to the creditors of the Company, for the liabilities or obligations arising under the Colonial Acquisition Agreement (including indemnification obligations thereunder). A Member shall be liable only to make the initial Capital Contributions in accordance with Section 4.1 and to return distributions distributed to such Member to the extent required by the Delaware Act and other Applicable Law if such distributions were made in violation thereof. Except as otherwise set forth in this Agreement, a Member shall not be required to lend any funds to the Company or to repay to the Company, any Member or any creditor of the Company all or any portion of any negative amount of such Member's Capital Account.

(b) Any return or repayment of a Member's Capital Contribution and any payment in respect of the Member's interest in the Company and any other amounts that may be due to a Member from the Company shall be made only from the Company Assets to the extent available therefor.

Section 5.3 Voting Rights of the Members.

(a) Notwithstanding any other provision of this Agreement to the contrary, actions or decisions with respect to any of the following matters or actions with respect to the Company or any of its Subsidiaries shall require the approval of Varsity:

(i) the creation of additional Classes of Membership Units with different preferences, terms and conditions, including terms that are senior to or *pari pasu* with other Classes;

(ii) the sale of all or a substantial portion of the assets of, any merger, consolidation, reorganization or recapitalization (including leveraged recapitalizations) of, acquisitions by, any tender offers by, liquidations or other similar transactions, or any sale of a majority of the Equity Securities of, the Company or any Subsidiary thereof;

(iii) any additional issuance, acquisition or sale of Equity Securities of the Company or any Subsidiary thereof (including stock options or other equity plans applicable to all management-level employees or any employees or consultants);

(iv) all decisions regarding the employment or termination of all executive management level employees of the Company or any Subsidiary thereof;

(v) other than with respect to Company's (and its wholly-owned Subsidiary's) obligations in respect of that certain Credit Agreement, dated as of the date hereof by and among Services Company, the other Loan Parties (as defined therein) party thereto, Freeport Financial Partners LLC, as Agent and Lead Arranger (as defined therein) and the Lenders (as defined therein) party thereto (as amended, restated, supplemented or otherwise modified from time to time) and any other Loan Documents (as defined therein) to which any of the Loan Parties is a party (provided that any amendment, restatement, supplement or other modification to such Credit Agreement or other Loan Document shall require Varsity's consent), any leveraged recapitalizations of Company or any financings, including financial indebtedness, by the Company or any Subsidiary thereof;

(vi) any financings, including financial indebtedness, by the Company or any Subsidiary thereof;

(vii) any amendment to, or waiver of any provision under, or the termination of, the Varsity Management Services Agreement, the Management Services Agreement or the Membership Interest Control Agreement;

(viii) any transactions with a Person related to any Common Member or any of their Affiliates, including fees for directorships;

(ix) any payment of indemnification expenses incurred by the Company or any Subsidiary thereof other than (A) payments to any Director of the Company or any Subsidiary thereof, (B) payments of amounts not in excess of 10% of EBITDA or (C) payments pursuant to existing contractual obligations;

(x) initiating any material legal or regulatory action or proceeding with respect to the Company or any Subsidiary thereof that is reasonably expected to result in liability to the Company or any Subsidiary thereof;

(xi) entry by the Company or any Subsidiary thereof into any material new lines of business;

(xii) entry by the Company or any Subsidiary thereof into any contract reasonably expected to impact EBITDA by more than 10%, either in its initial year or in any of the subsequent five (5) years; or

(xiii) any distributions to the Members pursuant to Section 8.2.

(b) Other than (i) in accordance with to Section 5.3(a) and (ii) any provision of this Agreement requiring the Consent or approval of a Member in its individual capacity (as compared to a class or group of Members), the business and affairs of the Company and each Subsidiary thereof shall be run by the Board of Directors and the Members shall have no Consent rights.

Section 5.4 Partition. Each Member waives any and all rights that it may have to maintain an action for partition of the Assets.

Section 5.5 Certificates. A Member's interest will not be certificated unless otherwise determined by the Board of Directors.

Section 5.6 Nondisclosure.

(a) Each Member acknowledges that such Member, while being a Member of the Company, will have access to confidential and proprietary information of the Company, including statistical, personal, patient and client information, private information concerning Colonial and the Company and their respective Affiliates (including Services Company), historical and financial information, business strategies, operating data, organizational and cost structures, product descriptions, pricing information, technology, know-how, processes, software, databases, trade secrets, contracts and other proprietary information (collectively, "*Confidential Information*"). Notwithstanding the foregoing, "Confidential Information" shall not include information (i) which is or becomes part of the public knowledge or literature, not as a result of any breach of the provisions of this Agreement or (ii) which is lawfully disclosed, without any restriction on additional disclosure, to the receiving Person by a third party who is free lawfully to disclose the same.

(b) Except as required by law or judicial order, each Member, while being a Member of the Company or at any time thereafter, shall not directly or indirectly, use Confidential Information in any way (including for such Member's own private or commercial purposes) or disclose Confidential Information to, or discuss Confidential Information with, any other Person; provided, however, that notwithstanding the foregoing (i) Members shall be permitted to use Confidential Information in connection with (A) his or her service as an employee, Officer and/or Director of the Company and/or its Subsidiaries and (B) the evaluation of his, her or its investment in the Company and (ii) Members shall be permitted to disclose

Confidential Information (1) to those Directors, Members, Officers, employees or agents of the Company or its Subsidiaries whose access to such information is reasonably necessary in connection with the operation of the Company as contemplated under this Agreement and (2) with respect to each Member that is not an individual, those Directors, members, officers, employees, agents or limited partners of such Member whose access to such information is reasonably necessary in connection with the operation of such Member; provided that the party disclosing any Confidential Information pursuant to clause (ii)(2) shall (x) be required to inform the Person to whom such information is disclosed that such Confidential Information is subject to this Section 5.6 and that such Person is responsible to comply with this Section 5.6 as if such Person was a Member and (y) be responsible for any use or disclosure by such Person of the Confidential Information that would be in violation of this Section 5.6 if a Member had so used or disclosed such Confidential Information.

(c) Each Member acknowledges and agrees that the Company and the other Members may be harmed irreparably by a violation of this Section 5.6, that the Company's remedies at law for any breach or threat of breach of the provisions of this Section 5.6 shall be inadequate, and that the Company shall be entitled to an injunction or injunctions to prevent breaches of this Section 5.6 and to enforce specifically the terms and provisions hereof, in addition to any other remedy to which the Company may be entitled at law or in equity. Each Member hereby agrees to waive any requirement for the securing or posting of any bond in connection with such remedy. The provisions of this Section 5.6 shall survive any termination of this Agreement and, with respect to any Member, the date on which such Member ceases to be a Member.

Section 5.7 Members Are Not Agents. The Members shall have no power to participate in the management of the Company except as expressly authorized by the Delaware Act, this Agreement (including Section 5.3) or the Certificate. No Member, acting solely in the capacity of a Member, is an agent of the Company nor does any Member, unless expressly and duly authorized in writing to do so by the Board of Directors, have any power or authority to bind or act on behalf of the Company in any way, to pledge its credit, to execute any instrument on its behalf or to render it liable for any purpose.

Section 5.8 Waiver of Corporate Opportunity. Each of the Members acknowledge and agree that (a) the Company hereby renounces any interest or expectancy in an Investor Business Opportunity, (b) the corporate opportunity doctrine (or any analogous doctrine) shall not apply with respect to Varsity, Gilroy or any of their respective Affiliates, directors, officers, employees, or holders of their respective Equity Securities with respect to Investor Business Opportunities and (c) none of Varsity, Gilroy or any of their respective Affiliates, directors, officers, employees or holders of their respective Equity Securities shall have any obligation to communicate or offer any Investor Business Opportunity to the Company or any Member thereof and may pursue any Investor Business Opportunity solely for its own account.

Section 5.9 Restrictive Covenants.

(a) Non-Compete. During the Restricted Period, no Common Member shall engage in a business, directly or indirectly, that provides services similar to and competitive with those services provided by the Company and its Subsidiaries in any manner whatsoever, within

the Restricted Territory. For purposes of this Agreement, "*Restricted Territory*" shall mean a geographic radius, as of the applicable date of determination, of forty-five (45) miles of any of the Company's or its Subsidiary's then offices and forty-five (45) miles of any locations in which the Company or any of its Subsidiaries provides services; provided, that after a Common Member ceases to own any Common Units, the Restricted Territory shall be determined as of the date the Common Member ceased to own any Common Units and "*Restricted Period*" shall mean the period commencing on the date such Common Member acquired Common Units and terminating on the two (2) year anniversary of the date in which such Common Member and its Affiliates cease to own any Common Units. For purposes of clarity, no Common Member shall be deemed to have breached the terms of this clause (a) solely as a result of providing medical and related health care services, the provision of which requires a professional license or other health care regulatory approval from a governmental authority.

(b) Non-Solicit. During the period commencing on the date a Common Member acquires Common Units and terminating on the two (2) year anniversary of the date in which such Common Member and its Affiliates cease to own any Common Units, a Common Member shall not, directly or indirectly, employ, cause to be employed or hired, recruit, solicit for employment or otherwise contract for the services of, any employees or independent contractors or former employees or independent contractors of the Company or any of its Subsidiaries.

ARTICLE VI.
MANAGEMENT

Section 6.1 The Board of Directors.

(a) Powers of the Board of Directors; Composition of the Board of Directors.

(i) Subject to the restrictions contained in this Agreement, including Section 5.3, the Board of Directors will manage the Company in accordance with this Agreement and will have full, exclusive and complete discretion to manage and control the business and affairs of the Company, to make all decisions affecting the business and affairs of the Company and to take all such actions as the Board of Directors deems necessary or appropriate to accomplish the purpose of the Company as set forth herein. All action required or permitted to be taken by the Company may be taken by the Board of Directors or by or at the direction of one or more Officers of the Company appointed pursuant to the provisions hereof, who will be subject to the supervision, direction and control of the Board of Directors. Subject to Section 5.3, the Board of Directors will have the power and authority to direct the Officers to, and the Officers will upon such direction by the Board of Directors, take such action as the Board of Directors deems proper, convenient or advisable to carry on the business and purposes of the Company and to exercise any and all of the powers of the Company set forth in Section 3.2 and, consistent with such direction, will have the authority to bind the Company. The Board of Directors shall manage the Company in accordance with Applicable Law and in a manner that it reasonably believes to be prudent and consistent with its fiduciary and other duties.

(ii) The Board of Directors shall consist of up to seven Directors (unless otherwise determined by the vote of the Board of Directors). The Directors shall be designated as follows: up to four Directors shall be designated by Varsity (the "***Preferred Directors***"); Dr. Lowder shall be designated as a Director so long as Dr. Lowder remains an employee of the Company Group (the "***Common Director***"); one Director may be designated by the Preferred Directors, after consultation with the Common Director; provided that such Director shall not be an Affiliate of Varsity (the "***Independent Director***"); and the Chief Executive Officer of the Company shall be designated as a Director. The initial Directors are set forth on Exhibit B.

(b) Meetings; Quorum; Proxies; Action by the Board of Directors at a Meeting.

(i) Meetings of the Board of Directors shall take place from time to time, but not less frequently than once each fiscal quarter at the offices of the Company or at such other location as may be determined by the Board of Directors. Meetings of the Board of Directors may only be called by any Preferred Director or by the Chairman of the Board of Directors. Written notice of every meeting of the Board of Directors or any committees thereof shall be given to each Director at least four (4) calendar days prior to the date of such meeting. Such notice need not state the purpose or purposes of, nor the business to be transacted at, such meeting, except as may otherwise be required by law or provided for in this Agreement. Notice of any meeting of the Board of Directors may be given personally, by mail, courier, electronic mail or other reasonably appropriate means. Notice of a meeting need not be given to any Director who signs a waiver of notice or a consent to holding the meeting or a consent in lieu of meeting or an approval of the minutes of a meeting, whether before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice. At all meetings of the Board of Directors, business shall be transacted in such order as shall from time to time be determined by the Chairman of the Board of Directors or, if there is no Chairman of the Board of Directors, by a chairman selected by a majority of the Board of Directors in attendance at such meeting.

(ii) The presence (either in person or by proxy) of Directors holding at least four (4) Director Votes shall constitute a quorum for the transaction of the business of the Board of Directors.

(iii) The actions and decisions of the Board of Directors shall be determined at meetings of the Board of Directors at which a quorum is present by the approval of at least four (4) Director Votes. Each Director that has been appointed, other than the Preferred Directors, shall have one Director Vote and the Preferred Directors shall collectively have four (4) Director Votes (with each of such Director Votes allocated equally among all Preferred Directors at such meeting). Any Director shall have the right to appoint any other Director to act as proxy or otherwise on his or her behalf and in his or her place at any meeting of the Board of Directors which he or she is unable to attend. The same Director may act as proxy or otherwise on behalf of more than one Director. For the purposes of clarity, each Preferred Director attending a meeting of the

Board of Directors shall automatically serve as a proxy for any Preferred Director not attending such meeting.

(iv) The Members acknowledge and agree that the terms and conditions of the Varsity Management Services Agreement (including the fees payable to Varsity Management thereunder) and the Company's entry into the Varsity Management Services Agreement have been approved prior to the date of this Agreement.

(c) Chairman of the Board of Directors. Meetings of the Board of Directors shall be presided over by the Chairman of the Board of Directors, who shall be shall be chosen by the Preferred Directors. Mr. David Alpern shall be the initial Chairman of the Board of Directors. The Chairman of the Board of Directors shall not have additional votes as a result of serving as the Chairman.

(d) Minutes. The decisions and resolutions of each meeting of the Board of Directors shall be reported in minutes, which shall state the date and place of the meeting, the Directors present, the resolutions put to a vote and the results of the voting. The minutes shall be filed in the minute book of the Company at the principal place of business of the Company. The Chairman of the Board of Directors shall appoint a Person to act as secretary of each meeting of the Board of Directors, which person shall take the minutes of such meeting. A copy of the minutes shall be provided to each Director upon request.

(e) Action by Consent of the Board of Directors. Any action required or permitted to be taken at a meeting of the Board of Directors may be taken without a meeting if a majority of the Director Votes consents thereto in writing. Any consent satisfying the provisions of this Section 6.1(e) shall have the same effect as a vote of the members of the Board of Directors at a duly convened meeting of the Board of Directors. The consents shall be filed in the minute book of the Company at the principal place of business of the Company.

(f) Telephone Conference. Directors may participate in a meeting of the Board of Directors or any committee thereof through the use of conference telephone or similar communications equipment, provided that all of the Directors participating in such meeting can communicate with each other. Participation in a meeting pursuant to this Section 6.1(f) shall constitute presence at the meeting for all purposes.

(g) Resignation; Removal. Any Director may resign at any time upon written notice to the Company. Such resignation shall be effective upon receipt thereof by the Company or at such time as may be specified in the notice of resignation. A Preferred Director or Independent Director may only be removed with the prior written consent of the holders of a majority of the Preferred Units then outstanding, with or without cause. The Common Director may not be removed prior to the termination of his or her employment with the Company Group.

(h) Vacancies. In the event that a vacancy is created on the Board of Directors at any time by the death, disability, retirement, resignation or removal (with or without cause) of a Preferred Director or Independent Director, the holders of a majority of the Preferred Units then outstanding shall have the right to designate a replacement Director to fill such vacancy at any time and from time to time. In the event that a vacancy is created on the Board of

Directors at any time by the death, disability, retirement, or resignation of the Common Director, the holders of a majority of the Common Class A Units then outstanding shall have the right to designate a replacement Common Director to fill such vacancy at any time and from time to time; provided that such replacement Common Director must be an employee or service provider of the Company Group prior to his appointment.

(i) Compensation of Directors. Unless otherwise determined by the Board of Directors, Directors shall not be entitled to compensation from the Company for their services as a Director; provided, that nothing shall prevent any Director from receiving compensation for such Director's services as an Officer of the Company. The Company shall reimburse all Directors for their reasonable travel, lodging and meal expenses in connection with their attendance at meetings of the Board of Directors and any committees thereof. Notwithstanding the foregoing, the Board of Directors shall have the right to grant Membership Units to the Independent Directors.

(j) Limitation of Liability. Except as otherwise prohibited by the Delaware Act and subject to the provisions of this Section 6.1(j), neither the Board of Directors nor any Director shall be liable, responsible or accountable for damages or otherwise to the Company or any Member for any action taken or failure to act within the scope of the authority conferred on the Board of Directors or the Directors by this Agreement, by Applicable Law or by the Members. This Agreement is not intended to, and does not, create or impose any fiduciary duty on any of the Members, the Board of Directors or any Director or Officer (each, a "***Covered Person***"). Nothing in this Agreement or any other current or future agreement or understanding between any Covered Person and the Company, shall limit this Section 6.1(j).

(k) Waiver of Fiduciary Duties. Each of the Members and the Company hereby waives any and all fiduciary duties owed by the Directors that, absent such waiver, may be implied by any applicable law, and in doing so acknowledges and agrees that the duties, liabilities and obligations of each Director to the Company and the Members are only as expressly set forth in this Agreement. The provisions of this Agreement, to the extent that they restrict the duties, liabilities and obligations of a Director otherwise existing at law or in equity, are agreed by the Company and the Members to replace such other duties and liabilities, other than any duty of good faith or fair dealing, of such Director. The Company hereby renounces, to the fullest extent permitted by the Delaware Act and Applicable Law, any interest or expectancy of the Company in, or in being offered, an opportunity to participate in any Investor Business Opportunity. Nothing in this Agreement or any other current or future agreement or understanding between any Director and the Company, shall limit this Section 6.1(k).

Section 6.2 Officers.

(a) General. The Company may have such officers as the Board of Directors shall from time to time determine (collectively, the "***Officers***"). Any number of offices may be held by the same Person. Officers need not be Members, Directors or residents of the State of Delaware. Nothing contained herein nor shall the ownership of any Membership Units confer upon any Person the right to employment or to remain in the employ of the Company. Nothing contained in this Section 6.2(a) shall be deemed to limit or otherwise abridge any rights or

obligations to which the Company or an Officer may be subject pursuant to the terms of any employment, management or other similar agreement.

(b) Appointment of Officers. The Board of Directors shall have the sole power to designate Officers. Any Officers so designated shall have such authority and perform such duties as the Board of Directors may, from time to time, delegate to them by written resolution of the Board of Directors. The Board of Directors may assign titles to particular Officers. Each Officer shall hold office for the term for which he or she is elected or until he or she shall resign or shall have been removed in the manner hereinafter provided. The initial Officers of the Company are set forth on Exhibit C.

(c) Compensation of Officers. The salaries or other compensation, if any, of the Officers of the Company shall be fixed from time to time by the Board of Directors.

(d) Resignation/Removal. Any Officer may resign as such at any time. Such resignation shall be made in writing and shall take effect at the time specified therein or, if no time be specified, at the time of its receipt by the Board of Directors. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation. Subject to the terms of any applicable employment agreement, any Officer may be removed as such, either with or without cause, at any time by the Board of Directors.

(e) Titles. The Board of Directors may permit any of the Officers of the Company to use additional or alternative titles or job descriptions in furtherance of the Company's business. Each Officer shall be deemed for purposes of this Agreement to be acting in his capacity as an Officer of the Company notwithstanding the permitted title or titles used by such Person.

ARTICLE VII.
AMENDMENTS

Section 7.1 Amendments. Any amendment to this Agreement will be adopted and be effective as an amendment hereto if approved by (a) the Board of Directors and (b) a majority of the Preferred Directors; provided, however, that no amendment will be made, and any such purported amendment will be void and ineffective, to the extent the result thereof would be to: (i) impose an obligation on a Member's to make an additional Capital Contribution without the Consent of the Member so affected, (ii) adversely affect the non-economic rights or obligations of a Member in a manner disproportionate to its effect on other Members holding the same Class of Membership Units without the Consent of the Member so affected, (iii) cause the Company to be treated as anything other than a partnership for purposes of United States income taxation without the Consent of all the Members or (iv) amend Article VIII, Article IX, Article X or this Section 7.1 without the Consent of all the Members. Notwithstanding the foregoing, the proviso in the immediately preceding sentence will not apply to amendments relating to (x) the issuance of existing Membership Units, (y) the creation or issuance of additional Classes of Membership Units or (z) Section 4.8 or any other repurchase rights of Varsity or the Preferred Members. The Board of Directors shall provide to all Members a copy of any amendments to this Agreement.

ARTICLE VIII.
DISTRIBUTIONS

Section 8.1 Distributions Generally. Subject to the other provisions of this Article VIII, the Board of Directors shall distribute Net Cash Available for Distribution when and as determined by the Board of Directors. Notwithstanding anything to the contrary contained in this Agreement, the Company, and the Board of Directors on behalf of the Company, shall not be required to make a distribution to any Member on account of its Membership Units if such distribution would violate the Act, Applicable Law or the terms of any contractual arrangement entered into by the Company.

Section 8.2 Interim Distributions. Subject to Section 8.1, Section 8.3 and Section 8.4 and Section 8.5, Net Cash Available for Distribution and all proceeds of a Deemed Liquidation Event will be distributed as follows:

(a) first, taking into account all amounts received pursuant to prior distributions pursuant to this Section 8.2, to the Preferred Members, pro rata in accordance with their Preferred Percentage Interest, until such time as each Preferred Member has received under this clause (a) a priority return of eight percent (8.0%) per annum, compounded quarterly, on the difference between the aggregate Capital Contributions of such Preferred Member reduced by the aggregate distributions to such Member under Section 8.2(b);

(b) second, taking into account all amounts received pursuant to prior distributions pursuant to this Section 8.2, to the Preferred Members, pro rata in proportion to any unpaid priority return under Section 8.2(a), until such time as each Preferred Member, has received cumulative distributions under this clause (b) equal to such Preferred Member's aggregate Capital Contributions;

(c) third, taking into account all amounts received pursuant to prior distributions pursuant to this Section 8.2, to the Common Members, pro rata in accordance with their Common Percentage, until such time as the Common Members have received cumulative distributions under this Section 8.2(c) equal to the Aggregate Common Percentage of all distributions made pursuant to Sections 8.2(a), (b) and (c); and

(d) thereafter, pro rata to the Members in accordance with their Percentage Interests.

For purposes of clarity, references to the aggregate Capital Contributions of each Preferred Member in clauses (a) and (c) of this Section 8.2 shall reflect, following the distributions provided under Section 8.4, the amounts shown as "Initial Capital Contributions" for such Preferred Member on Exhibit A attached hereto, which amounts reflect Capital Contributions after taking into account the distributions under Section 8.4.

Section 8.3 Tax Liability Distribution; Distributions Upon Liquidation.

(a) Within one hundred twenty (120) days following the end of each Fiscal Year (and within 30 days following the end of each quarter of such Fiscal Years, with respect to estimated taxes), the Company will make a cash distribution, to the extent that the Company

shall have Net Cash Available for Distribution to make such distribution, to each Member in an amount intended, without taking into account any distribution made to such Member with respect to such Fiscal Year pursuant to Section 8.2, to enable each Member to discharge its United States federal, state, local and foreign income tax liabilities (including any estimated tax liabilities), if any, arising from this Agreement, but only to the extent provided in this Section 8.3(a) (a "*Tax Liability Distribution*"). The amount of any such Tax Liability Distribution to any Member shall be calculated at least once each Fiscal Year and shall equal the product of (i) the maximum combined United States federal and the highest relevant state and local tax rates applicable to any Member with respect to taxable income allocated to such Member by the Company (taking into account the character of such income and the deductibility of state and local taxes for federal income tax purposes) for such Fiscal Year and (ii) the total amount of income allocable to such Member for such Fiscal Year under this Agreement, which amount shall not take into account any allocations to such Member under Sections 743 and/or 704(c) of the Code. Any Tax Liability Distributions received pursuant to this Section 8.3(a) shall not reduce the amount of the next distribution(s) that the Member would otherwise receive pursuant to Section 8, including under Section 14.3(c) (but shall reduce the amount of the next distribution(s) that the Member would otherwise receive pursuant to Section 8.2(c) or (d), including under Section 14.3(c)).

(b) Distributions made in conjunction with the final liquidation of the Company shall be applied or distributed as provided in Section 14.3(c).

(c) For the avoidance of doubt, because of the timing of distributions the conditions provided in one of the clauses in Section 8.2 may be satisfied as of the time of a particular distribution, but may not still be satisfied at the time of a later distribution, in which case distributions will be made pursuant to the earliest stage in the distribution waterfall set forth in Section 8.2 with regard to all conditions that are not then satisfied.

Section 8.4 Initial Borrowing Distribution. Notwithstanding Section 8.2, on the date of this Agreement, after the consummation of the Borrowing (as defined in the Colonial Acquisition Agreement), the Company shall make an initial distribution of such Borrowing proceeds to the Preferred Members and Class A Common Members in the amounts set forth on Schedule 8.4 hereto, respectively; provided that, the parties intend that such Borrowing proceeds shall be distributed immediately prior to Gilroy becoming a Member and thus, Gilroy shall not receive any Borrowing proceeds.

Section 8.5 Profits Interest Distributions. Notwithstanding anything in Section 8.2 to the contrary, no distribution shall be made to a Profits Interest Member with respect to such Profits Interest Member's Common Class C Units pursuant to Section 8.2 until the aggregate amount of prior distributions to all other Members pursuant to Section 8.2 equals such Profits Interest Member's Threshold Amount with respect to such Common Class C Units held by the Profits Interest Member. With respect to the distributions to the Common Class C Units held by a Profits Interest Member, the Company shall withhold all amounts otherwise distributable with respect to the Common Class C Units that are not vested and shall distribute those amount to the holders of those unvested Common Class C Units only upon vesting of those Common Class C Units.

Section 8.6 Withholding.

(a) The Company may withhold distributions or portions thereof if it is required to do so by any Applicable Law. Each Member hereby authorizes the Company to withhold from or pay on behalf of or with respect to such Member any amount of federal, state, local or foreign taxes that the Board of Directors determines that the Company is required to withhold or pay with respect to any amount distributable or allocable to such Member pursuant to this Agreement. Any amounts so withheld or paid on behalf of or with respect to a Member pursuant to this Section 8.6 shall be deemed to have been distributed to such Member. To the extent that the cumulative amount of such withholding for any period exceeds the distributions to which such Member is entitled for such period, the amount of such excess may, in the discretion of the Board of Directors, be considered a loan from the Company to such Member, with an annual compounded interest rate equal to eight percent (8%) (provided, however, that any income derived from such deemed loan shall not be allocated to or distributed to the Member requiring such loan), until discharged by such Member by repayment, which may, at the option of the Board of Directors, be satisfied (i) out of distributions to which such Member would otherwise be subsequently entitled, or (ii) by the immediate payment in cash to the Member of such excess amount. The Board of Directors, on behalf of the Company, shall be entitled to take any other action it determines to be necessary or appropriate in connection with any obligation or possible obligation to impose withholding pursuant to any tax law or to pay any tax with respect to a Member. Unless prohibited by applicable law, each Member hereby unconditionally and irrevocably grants to the Company a security interest in such Member's interest to secure such Member's obligation to pay to the Company any amounts required to be paid pursuant to this Section 8.6. Each Member shall take such actions as the Company shall request in order to perfect or enforce the security interest created hereunder. Each Member's obligations hereunder shall survive the dissolution, liquidation or winding up of the Company.

(b) If any tax assessment or other governmental charge is withheld or deducted from any amount payable to the Company, the amount so deducted or withheld will be treated for purposes of this Agreement as an expense of the Company; provided that to the extent such amount is withheld or deducted by reason of the status of some Members (the "***Affected Members***") but not all Members, the related expenses shall (i) without duplication of any withholding deemed distributed pursuant to Section 8.6(a), reduce the amount of Net Cash Available for Distribution to such Affected Members pursuant to Section 8.2 and Section 8.3(a), and (ii) without duplication, reduce the amount of Net Income (or increase the amount of Net Loss) allocated to such Affected Members pursuant to Section 9.1(b). For purposes of applying the foregoing provisions, taxes paid, incurred or withheld by the Company or its Subsidiaries, or withheld from any distribution received by the Company or a Subsidiary, in each case on behalf of or in respect of a Member, will be treated as amounts distributed to such Member at the time such taxes are paid, incurred or withheld.

Section 8.7 Distributions In-Kind. No right is given to any Member to demand and receive property other than cash. Distributions made prior to the liquidation of the Company will only take the form of cash or Marketable Securities. Upon liquidation of the Company, the Board of Directors will endeavour to make distributions as described in the preceding sentence, but distributions may also include non-marketable Securities, with prior notice to the Members, and such distributions may, at the direction of each Member, be made directly to the Member or

indirectly through the use of a liquidating trust or other entity. In addition, any in-kind distributions shall be made in such a fashion as to ensure that the Fair Market Value is distributed and allocated in accordance with this Article VIII and that each Member to which such distribution is then being made receives an amount no greater than its *pro rata* share of such in-kind distributions (except as otherwise provided in this Agreement).

Section 8.8 No Return of Distributions. No Member shall be required to return any distributions made pursuant to this ARTICLE VIII, other than as required by applicable law.

ARTICLE IX.
ALLOCATIONS

Section 9.1 Allocation of Net Income and Net Loss.

(a) Net Income and Net Loss and items thereof shall be determined and allocated with respect to each Fiscal Year of the Company as of the end of such Fiscal Year and at any time the Gross Asset Values of Company Assets are adjusted pursuant to clause (b) or clause (c) of the definition thereof, and more often as required hereby or by the Code.

(b) Subject to the other provisions of this Article IX, Net Income and Net Loss for any Fiscal Year or other period shall be allocated in a manner such that the Capital Account balances of each of the Members shall be equal to (i) the amount that each Member would have been entitled to receive pursuant to Section 8.2 if the Company were liquidated at such time and liquidating distributions were governed by Section 8.2 (and taking into account, for purposes of this Section 9.1, the effect of Section 8.3 and Section 8.5), assuming that all Company Assets were sold for cash equal to their respective Gross Asset Values and all Company liabilities were satisfied (limited with respect to each Nonrecourse Liability to the Gross Asset Value of the Company Assets securing such liability), minus (ii) such Member's share of Company Minimum Gain and Member Minimum Gain, computed immediately before the hypothetical sale of Company Assets. The Members agree that the Preferred Members' right to receive the priority return described in Section 8.2(b) is intended to reflect a right to an allocable share of Net Income and not an allocation of gross income or a guaranteed payment within the meaning of Section 707(a) or (c) of the Code. Notwithstanding the foregoing, upon a liquidation of the Company pursuant to Section 14.3, the Company shall, to the extent necessary, allocate individual items of income, gain, loss or deduction of the Company among the Members such that the Capital Account balance of each Member is as nearly as possible, on a proportionate basis, equal to the amounts provided for in the preceding sentence of this Section 9.1(b). Notwithstanding any other provision of this Agreement the Board of Directors may make such allocations of Net Income or Net Loss (or items thereof) as it deems reasonably necessary to give economic effect to the provisions of this Agreement, taking into such facts and circumstances as it deems reasonably necessary for this purpose.

Section 9.2 Regulatory Allocations. Notwithstanding the foregoing provisions of this Article IX, the following special allocations shall be made in the following order of priority:

(a) Minimum Gain Chargeback. If there is a net decrease in Company Minimum Gain during a Company taxable year, then each Member shall be allocated items of

Company income and gain for such taxable year (and, if necessary, for subsequent years) in an amount equal to such Member's share of the net decrease in Company Minimum Gain, determined in accordance with Treasury Regulations Section 1.704-2(g)(2). This Section 9.2(a) is intended to comply with the minimum gain chargeback requirement of Treasury Regulations Section 1.704-2(f) and shall be interpreted consistently therewith.

(b) Member Minimum Gain Chargeback. If there is a net decrease in Member Minimum Gain attributable to a Member Nonrecourse Debt during any Company taxable year, each Member who has a share of the Member Minimum Gain attributable to such Member Nonrecourse Debt, determined in accordance with Treasury Regulations Section 1.704-2(i)(5), shall be specially allocated items of Company income and gain for such taxable year (and, if necessary, subsequent years) in an amount equal to such Member's share of the net decrease in Member Minimum Gain attributable to such Member Nonrecourse Debt, determined in accordance with the provisions of Treasury Regulations Section 1.704-2(i)(3). This Section 9.2(b) is intended to comply with the partner nonrecourse debt minimum gain chargeback requirement of Treasury Regulations Section 1.704-2(i)(4) and shall be interpreted consistently therewith.

(c) Qualified Income Offset. If any Member unexpectedly receives an adjustment, allocation, or distribution of the type contemplated by Treasury Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5) or (6), items of income and gain shall be allocated to all such Members (in proportion to the amounts of their respective Adjusted Capital Account Deficits) in an amount and manner sufficient to eliminate their respective Adjusted Capital Account Deficits as quickly as possible. It is intended that this Section 9.2(c) qualify and be construed as a "qualified income offset" within the meaning of Treasury Regulations Section 1.704-1(b)(2)(ii)(d).

(d) Limitation on Allocation of Net Loss. If the allocation of Net Loss to a Member as provided in Section 9.1 hereof would create or increase an Adjusted Capital Account Deficit, there shall be allocated to such Member only that amount of Net Loss as will not create or increase an Adjusted Capital Account Deficit. The Net Loss that would, absent the application of the preceding sentence, otherwise be allocated to such Member shall be allocated to the other Members in accordance with their relative Percentage Interests, subject to the limitations of this Section 9.2(d).

(e) Nonrecourse Deductions and Member Nonrecourse Deductions. The Nonrecourse Deductions for each taxable year of the Company shall be allocated to the Members in proportion to their Percentage Interests. The Member Nonrecourse Deductions shall be allocated each year to the Member that bears the economic risk of loss (within the meaning of Treasury Regulations Section 1.752-2) for the Member Nonrecourse Debt to which such Member Nonrecourse Deductions are attributable.

(f) Curative Allocation. The allocations set forth in Sections 9.2(a), 9.2(b), 9.2(c), 9.2(d), and 9.2(e) hereof (the "*Regulatory Allocations*") are intended to comply with certain requirements of Treasury Regulations Sections 1.704-1(b) and 1.704-2(i). Notwithstanding the provisions of Section 9.1(b), the Regulatory Allocations shall be taken into account in allocating other items of income, gain, loss and deduction among the Members so

that, to the extent possible, the net amount of such allocations of other items and the Regulatory Allocations to each Member shall be equal to the net amount that would have been allocated to each such Member if the Regulatory Allocations had not occurred.

Section 9.3 Tax Allocations.

(a) Except as provided in Section 9.3(b) hereof, for income tax purposes under the Code and the Treasury Regulations, each Company item of income, gain, loss and deduction shall be allocated among the Members in the same manner as the Company's correlative item of "book" income, gain, loss or deduction is allocated pursuant to this Article IX.

(b) Tax items with respect to a Company Asset that is contributed to the Company with a Gross Asset Value that varies from its basis in the hands of the contributing Member immediately preceding the date of contribution shall be allocated among the Members for income tax purposes pursuant to Treasury Regulations promulgated under Code Section 704(c) so as to take into account such variation. The Company shall account for such variation under any method approved under Code Section 704(c) and the applicable Treasury Regulations as chosen by the Board of Directors. If the Gross Asset Value of any Company Asset is adjusted subsequent to its contribution pursuant to the definition of "Gross Asset Value", subsequent allocations of income, gain, loss and deduction with respect to such Company Asset shall take account of any variation between the adjusted basis of such Company Asset for federal income tax purposes and its Gross Asset Value in the same manner as under Code Section 704(c) and the Treasury Regulations promulgated thereunder using any method approved under Code Section 704(c) and the applicable Treasury Regulations as chosen by the Board of Directors. Allocations pursuant to this Section 9.3(b) are solely for purposes of federal, state and local taxes and shall not affect, or in any way be taken into account in computing, any Member's Capital Account or share of Net Income, Net Loss and any other items or distributions pursuant to any provision of this Agreement.

Section 9.4 Other Provisions.

(a) For any Fiscal Year during which Membership Units are transferred among the Members or to another Person, the portion of the Net Income, Net Loss and other items of income, gain, loss, deduction and credit that are allocable with respect to such Membership Units shall be apportioned between the transferor and the transferee under any method allowed pursuant to Section 706 of the Code and the applicable Treasury Regulations as determined by the Board of Directors.

(b) For purposes of determining a Member's proportional share of the Company's "excess nonrecourse liabilities" within the meaning of Treasury Regulations Section 1.752-3(a)(3), each Member's interest in income and gain shall be such Member's Percentage Interest.

Section 9.5 Binding Effect. All allocations, calculations, distributions and determinations made by the Board of Directors or its independent public accountants in accordance with this Agreement shall be final and binding on all Members.

ARTICLE X.
ADMISSION OF AND WITHDRAWAL OF BY MEMBERS; TRANSFERS

Section 10.1 No Withdrawal of Members; Inactive Members. No Member shall be entitled to withdraw from the Company or receive any return of, or demand the return of, its Capital Contribution, or any other assets or capital, from the Company, including any property other than cash in respect of its Membership Units, except as set forth in this Agreement or upon the liquidation of the Company or as otherwise approved by the Board of Directors in its discretion.

Section 10.2 Transfers by Members.

(a) Certain Prohibitions. Except as specifically provided in this Agreement or any other agreement entered into between any Member and Varsity, no Common Member or Preferred Member other than Varsity may, directly or indirectly, sell, transfer, assign, convey, pledge, mortgage, encumber, hypothecate or otherwise dispose of or suffer the creation of an interest in or Lien on (a "*Transfer*") all or any part of its Membership Units without the consent of the Board of Directors, in its sole discretion. Any such Transfer as to which the Board of Directors may have consented may only be made upon compliance with Section 10.2(b). Each Common Class A Member shall take all actions necessary to prohibit each of its direct and indirect holders of its Equity Securities from any Indirect Transfers of such Equity Securities. Each Repurchase Member shall take all actions necessary to prohibit each of its direct and indirect holders of its Equity Securities from any Involuntary Transfers of such Equity Securities; provided that if an Involuntary Transfer occurs, notwithstanding the prohibitions in this Agreement, then the provisions of Section 10.2(e) shall apply.

(b) Conditions to Transfer. Any purported Transfer by a Member must satisfy the following additional conditions (any one or more of which may be waived by the Board of Directors):

(i) the Transferor or Transferee must undertake to pay all expenses incurred by the Company in connection therewith;

(ii) the Company must receive from the Person to whom such Transfer is to be made a counterpart of this Agreement executed by or on behalf of such Person and such other documents, instruments and certificates as may reasonably be requested by the Board of Directors pursuant to which such Transferee will become bound by this Agreement with respect to the Membership Units so Transferred;

(iii) the Company must receive from the proposed Transferor and Transferee such documents, opinions, instruments and certificates as the Board of Directors may reasonably request;

(iv) prior to making any such Transfer to a Transferee proposed by such Member, such proposed Transferor must deliver to the Company the opinion of counsel described in Section 10.2(c);

(v) the Board of Directors must receive an opinion of counsel to the Company reasonably acceptable to the Board of Directors (or other assurances reasonably satisfactory to the Board of Directors) substantially to the effect that consummating such Transfer:

(A) will not cause the Company to be terminated pursuant to Section 708 of the Code, to lose its status as a partnership for United States federal income tax purposes, or to be considered a publicly traded partnership under Section 7704(b) of the Code; and

(B) will not require the Company to register as an investment company under the Investment Company Act or under any similar state securities laws; and

(vi) such Member is Transferring the Transferred Interest in the Company in such transaction to one or more Transferees, each of which is an "accredited investor" within the meaning of Regulation D promulgated under the Securities Act.

(c) Required Opinion of Counsel. The opinion of counsel referred to in Section 10.2(b)(iv) (unless waived by the Board of Directors) must be in form and substance reasonably satisfactory to the Board of Directors, must be from independent counsel reasonably satisfactory to the Board of Directors and (unless specified otherwise by the Board of Directors) must be substantially to the effect that the Transfer contemplated by the opinion is being made in a manner that is exempt from the registration requirements of the Securities Act and the registration or qualification requirements of applicable state securities laws.

(d) Nonconforming Transfers Void. Any actual or purported Transfer of the Membership Units of any Member that does not comply with the provisions of Section 10.2 shall be void *ab initio* and of no force and effect and shall not bind the Company. The Company will incur no liability for distributions made to any Transferor prior to compliance with Section 10.2 with respect to the Membership Unit that is the subject of any such actual or purported Transfer.

(e) Involuntary Transfers.

(i) If an Involuntary Transfer by a Common Member occurs, then the Common Member whose Common Units (or any direct or indirect interest therein) have been so transferred (or such Member's Legal Representative, beneficiary, heir, devisee, legatee, or testamentary trustee, if applicable) shall promptly, but in any event within 5 days after such Involuntary Transfer, give written notice to the Company, with a copy to the Person to whom the Involuntary Transfer was made (the "*Involuntary Transferee*"), stating the reason that the Involuntary Transfer occurred, the date of the Involuntary Transfer, the name and address of the Involuntary Transferee, and the number of Common Units and Class of such Common Units (or any direct or indirect interest therein) acquired by such Person and any other terms and conditions of the Involuntary Transfer.

(ii) The Company shall have the option to elect to purchase all or any portion of the Common Units involved in the Involuntary Transfer for a period ending on

the later of (A) 120 days after the Company's receipt of the written notice under Section 10.2(e)(i), or (B) 30 days after determination of the Fair Market Value for such Common Units. The purchase price for such Common Units shall be the lower of (x) the Fair Market Value thereof, (y) the Original Cost thereof, and (z) the same price, if any, paid (directly or indirectly) for such Common Units in the Involuntary Transfer that gave rise to the option; provided, however, that if the Involuntary Transfer is a result of any bankruptcy, insolvency or similar proceedings, death, divorce, or involves a Transfer without consideration, the purchase price for such Common Units shall be the Fair Market Value thereof. The Company may exercise such option by giving written notice of exercise to the Involuntary Transferee within the period set forth above. Upon the Company's delivery of such written notice, the Involuntary Transferee shall be obligated to sell such Common Units in accordance with this Agreement. Subject to this Section 10.2(e)(ii), the purchase price for such Common Units shall be payable, at the Company's option, in cash, check or wire transfer or with a subordinated note with a two (2) year term, which note shall be on terms reasonably acceptable to all parties. The closing of the Company's purchase of such Common Units shall take place at the Company's principal executive office at such time and date as determined by the Company. Both the Common Member that made the Involuntary Transfer and the Involuntary Transferee shall represent and warrant in writing that he, she or it is the record and beneficial owner of the Common Units and shall execute and deliver such other documents, certificates and agreements as the Company shall reasonably request. Notwithstanding anything to the contrary contained in this Agreement, all repurchases of Common Units by the Company will be subject to applicable restrictions contained in the Delaware Limited Liability Company Act or such other governing corporate law, and in the Company's debt and equity financing agreements. If any such restrictions prohibit the repurchase of Common Units hereunder which the Company is otherwise entitled or required to make, then the Company may make such repurchases as soon as it is permitted to make repurchases under such restrictions.

(iii) If the Common Member does not give written notice of an Involuntary Transfer to the Company, then the Company may at any time give notice to such Member that it has obtained knowledge that an Involuntary Transfer has occurred and the periods set forth in Section 10.2(e)(ii) shall commence upon delivery of such notice to the applicable Member. If such option is not exercised in full by the Company within the applicable exercise periods, then the Involuntary Transferee may retain the Common Units that are not purchased pursuant to the exercise of such option, provided, that such Common Units shall be subject to the provisions of this Agreement (as if still held by the transferring Repurchase Member).

(f) Permitted Transfers.

(i) A Transfer by a Preferred Member of all or any portion of its Membership Units in the Company to a Preferred Permitted Transferee shall be permitted without the necessity of obtaining the approval of the Board of Directors, so long as such Transfer complies with Section 10.2(b). Such Preferred Transferee shall, upon becoming a member of the Company (if not already a Member), represent, warrant and covenant to

the other Members the representations, warranties and covenants set forth in ARTICLE XV (as applied to such Preferred Permitted Transferee).

(ii) A Transfer by one or more Common Members of all or any portion of its Membership Units in the Company to a Common Permitted Transferee shall be permitted without the necessity of obtaining the approval of the Board of Directors, so long as such Transfer complies with Section 10.2(b). Such Common Permitted Transferee shall, upon becoming a member of the Company (if not already a Member), represent, warrant and covenant to the other Members the representations, warranties and covenants set forth in ARTICLE XV (as applied to such Common Permitted Transferee).

(g) Varsity Rights. In connection with any Transfer by Varsity of its Membership Units, it shall have the right, but not the obligation, to transfer all or a portion of its rights under this Agreement to the Transferee.

Section 10.3 Preemptive Rights. Subject to the terms and conditions of this Section 10.3 and applicable securities laws, if the Company issues, offers or sells any new Membership Units to a Person, the Company shall offer such Membership Units to the Preferred Members and Common Class A Members (collectively, the "***Preemptive Members***") in accordance with the Preemptive Percentage Interests and with the following provisions:

(a) The Company shall give notice (the "***Preemptive Offer Notice***") to each Preemptive Member, stating (i) the number of new Membership Units issued, offered, sold or to be issued, offered or sold (the "***New Membership Units***") and (ii) the price, terms, preferences and rights, if any, upon which it proposes to issue, offer or sell such New Membership Units. For the avoidance of doubt, nothing shall prevent the Company from offering such New Membership Units to the Preemptive Members promptly following the issuance or grant of such New Membership Units, including following any issuance or grant of New Membership Units to Varsity or its Affiliates; provided that any New Membership Units issued or sold in connection with such issuance shall be disregarded for purposes of calculating each Preemptive Member's Preemptive Percentage Interest at such time (but not for subsequent determinations).

(b) By notification to the Company within ten (10) days after the Preemptive Offer Notice is given, each Preemptive Member may elect to purchase or otherwise acquire, at the price and on the terms specified in the Preemptive Offer Notice, up to such Preemptive Member's Preemptive Percentage Interest; provided, however, that in the event any Preemptive Member does not purchase all of its Preemptive Percentage Interest of the New Membership Units, the Preferred Members shall have the right to purchase up to such Preferred Member's Preferred Percentage Interest (excluding any non-purchasing Preferred Member, if applicable) of such New Membership Units not purchased by the non-purchasing Preemptive Member; provided, further, that notwithstanding anything to the contrary contained herein, Group shall have the right to assign any of its rights set forth in this Section 10.3 to its shareholders or members, each of whom shall be automatically admitted as a Class A Member immediately upon his or her acquisition of any Membership Units, subject to the other requirements in this Agreement. The closing of any sale pursuant to this Section 10.3 shall occur within the later of (i) sixty (60) days of the date that the Preemptive Offer Notice is given and (ii) the date of initial issuance, offer or sale of the New Membership Units.

(c) The Company may, during the 120-day period following the expiration of the ten (10)-day period provided in Section 10.3(b), issue, offer or sell to any Person or Persons at a price not less than, and upon terms no more favorable to the offeree than, those specified in the Preemptive Offer Notice (i) such portion of the New Membership Units which the Preemptive Members do not have the right to purchase pursuant to this Section 10.3 and (ii) any New Membership Units that the Preemptive Member does not elect to purchase pursuant to Section 10.3. If the Company does not consummate such issuance or sale of the New Membership Units within such 120-day period, the preemptive rights provided pursuant to this Section 10.3 shall be deemed to be revived and such New Membership Units shall not be issued, offered or sold unless first reoffered to the Preemptive Members in accordance with this Section 10.3.

(d) The preemptive rights set forth in this Section 10.3 shall not be applicable to (i) Membership Units issued to employees of the Company or any of its Subsidiaries pursuant to an equity incentive plan approved by the Board of Directors, (ii) Membership Units issued in an underwritten public offering of Securities, (iii) Membership Units issued in connection with the acquisition by the Company of another Person that is not an Affiliate of the Company or any Member (or the assets of another Person) that is approved by the Board of Directors or (iv) Membership Units issued at Fair Market Value (as determined by the Board of Directors in its sole discretion) to a physician employed by Colonial or any other medical practice group to which the Company provides services, which physician is not as of the date of this Agreement (A) already a physician employed by Colonial or (B) a member or shareholder of Group.

(e) Notwithstanding anything in this Section 10.3 to the contrary, in the event that Varsity waives or fails to exercise its preemptive rights (and no Affiliate of Varsity is acquiring any New Membership Units in such transaction) pursuant to this Section 10.3, no other Member may exercise any preemptive right pursuant to this Section 10.3 with respect to the offering in which Varsity waived or failed to exercise its preemptive rights.

Section 10.4 Drag-Along Rights.

(a) If Varsity (the "***Drag-Along Seller***") desires to Transfer Membership Units to one or more third parties (collectively, the "***Purchaser***") that is not an Affiliate of Varsity, the Drag-Along Seller shall have the right (a "***Drag-Along Right***") to require each other Member to use reasonable efforts to (i) take all action necessary or appropriate in order to cause or enable the Drag-Along Seller or the Company, as applicable, to effect such transaction and (ii) sell, Transfer or otherwise dispose of a corresponding percentage of its Membership Units (as compared to the percentage of the Drag-Along Seller's Membership Units being sold in such transaction) to the Purchaser on the same terms and conditions, for the same per unit consideration for each Class of Membership Units and at the same time as the Membership Units being sold by the Drag-Along Seller (a transaction described above, a "***Drag-Along Sale***").

(b) In order to exercise a Drag-Along Right, the Drag-Along Seller shall notify each other Member thereof, such notice to set forth the principal terms and conditions of the proposed Drag-Along Sale. Each other Member will use its reasonable efforts to take all actions reasonably requested by the Drag-Along Seller in connection with the consummation of such Drag-Along Sale.

(c) In a Drag-Along Sale, if required, the Members shall execute the same documents as the Drag-Along Seller and make customary representations and warranties, including, if required, with respect to title to and ownership of such Member's Membership Units and the due power and authority of such Member in connection with such Transfer. Without limiting the foregoing, each Member shall, if required, sign any and all documents, certificates and other deliveries requested to facilitate such Drag-Along Sale, and be severally (but not jointly) obligated to join on a *pro rata* basis (based on its share of the aggregate proceeds received by such Member in such sale) in any indemnification obligation the Board of Directors agrees to in connection with such Transfer (other than any such obligations that relate specifically to such Member, such as indemnification with respect to representations and warranties given by such Member); provided, however, that no Member shall be obligated in connection with such sale to indemnify any party in an aggregate amount in excess of the net cash proceeds actually paid to and received by that Member in such Transfer, other than in respect of fraud or representations with respect to title to and ownership of such Member's Membership Units, the due power and authority of such Member in connection with such Transfer and other matters specific to such Member. In addition to the foregoing, if requested by the Drag-Along Seller, in connection with a Drag-Along Sale, each Common Member shall agree to enter into any non-compete or non-solicit covenants requested by a buyer; provided that, in no event shall the term (which shall be reset at the date of the closing of such Drag-Along Sale), geography or scope of such covenants be longer in term, larger in geographical distance (based on the locations of the Company and any of its Subsidiaries' offices and the locations that the Company or any of its Subsidiaries' provides services to as of the date of the closing of the Drag-Along Sale) or larger in scope, than the term, geography or scope of the equivalent covenants in the Colonial Acquisition Agreement; provided that, the definition of competing business and the scope of such business for such purposes shall be defined as the business of the Company as of the date of the closing of the Drag-Along Sale.

(d) Upon the consummation of a Drag-Along Sale, the Drag-Along Seller and each other Member shall receive that portion of the aggregate consideration being paid for the Membership Units sold pursuant to the Drag-Along Sale (the "***Drag-Along Consideration***") equal to the amount each Member would have been entitled to receive under Section 8.2 if the Drag-Along Sale were a Deemed Liquidation Event, assuming (i) the only Membership Units outstanding are the Membership Units being sold in the Drag-Along Sale, (ii) for the purposes of calculating the distributions to which each Preferred Member is entitled under Section 8.2(a) and Section 8.2(b), the Capital Contributions of each Preferred Member will be deemed to be equal to the product of (A) the Capital Contributions of such Preferred Member as of the date of the Drag-Along Sale and (B) the Applicable Percentage and (iii) any distributions previously paid pursuant to Section 8.2(a) and Section 8.2(b) shall deemed to be equal to the product of (1) the total distributions previously paid to such Preferred Member as of the date of the Drag-Along Sale under Section 8.2(a) and Section 8.2(b) with respect to all Preferred Units held by such Preferred Member as of the date of the Drag-Along Sale and (2) the Applicable Percentage. In the event that different Classes of Membership Units and Interests are being sold in the Drag-Along Sale, the Board of Directors shall determine any equitable adjustment reasonably necessary to give effect to these provisions taking into consideration the characteristics of such different Classes of Membership Units.

(e) In connection with the consummation of any Deemed Liquidation Event, each Member acknowledges and agrees that it shall:

(i) consent to and raise no objections against any such Deemed Liquidation Event properly authorized and consummated pursuant to the terms hereof;

(ii) not exercise any rights of appraisal, dissenters' rights or similar rights, all of which are hereby waived; and

(iii) take all reasonably necessary actions in his, her or its capacity as a Member as and when requested by the Board of Directors.

Section 10.5 Tag-Along Rights.

(a) Subject to Section 10.5(f), except for a Transfer to a Common Permitted Transferee or a Preferred Permitted Transferee in accordance with Section 10.2(f), if at any time Varsity (the "*Selling Member*") proposes to Transfer all or any of its Membership Units to a Purchaser, the Selling Member shall first offer (the "*Tag-Along Offer*") to the other Members (each an "*Offeree*") by delivery of a written notice (the "*Offer Notice*") offering the other Members the option to sell such Member's Percentage Interests of Membership Units being sold in such transaction (a transaction described above, a "*Tag-Along Sale*"). The Offer Notice shall identify the Purchaser and the aggregate number of Membership Units the Purchaser is offering to purchase, the Tag Along Consideration (as defined below) being offered and all other material terms and conditions of the Tag-Along Offer.

(b) For a period of thirty (30) days following its receipt of the Offer Notice (the "*Tag-Along Period*"), each Offeree shall have the right to irrevocably accept the Tag-Along Offer, exercisable by delivery of a written notice of acceptance (the "*Tag-Along Acceptance*") on the terms and conditions specified in the Tag-Along Offer to the Selling Member, with a copy to each other Offeree.

(c) If one or more Offerees elects to accept the Tag-Along Offer by delivering a Tag-Along Acceptance (which must be received by the Selling Member prior to the expiration of the Tag-Along Period), the Selling Member shall use all commercially reasonable efforts to cause the Purchaser to agree to acquire all of the applicable Membership Units included in such Tag-Along Acceptances (the "*Tag-Along Units*") upon the same terms and conditions set forth in the Offer Notice. If the Purchaser is unwilling or unable to acquire all of Tag-Along Units upon such terms, then the Selling Member may elect either to cancel such sale or to proceed with such sale by reducing the number of Selling Member Membership Units to be sold pursuant to the Tag-Along Sale and the number of Tag-Along Units to be sold pursuant to the Tag-Along Acceptances such that the total number of Selling Member Membership Units to be sold by the Selling Member, on the one hand, and the total number of Tag-Along Units to be sold by the Offerees who delivered a Tag-Along Acceptance, on the other hand, shall each be reduced by being multiplied by a fraction, the numerator of which is equal to the total number of Membership Units the Purchaser is willing to purchase and the denominator of which is equal to the aggregate of the total number of Selling Member Membership Units proposed to be sold by the Selling Member and the total number of Tag-Along Units proposed to be sold by the

Offerees who delivered a Tag-Along Acceptance (such final amount for each Offeree, the "*Applicable Tag-Along Amount*"). Within ten (10) Business Days after the end of the Tag-Along Period, the Selling Member shall notify each Offeree who delivered a Tag-Along Acceptance of the Applicable Tag-Along Amount and also how many Membership Units the Selling Member is selling compared to the total number of applicable Membership Units (including Selling Member Membership Units) being sold.

(d) Upon the consummation of such Tag-Along Sale, the Selling Member and each Offeree who delivered a Tag-Along Acceptance shall receive that portion of the aggregate consideration for the Membership Units sold pursuant to such Tag-Along Sale ("*Tag-Along Consideration*") equal to (i) the amount being paid by such Purchaser in the Tag-Along Sale multiplied by (ii) a fraction, the numerator of which is the total number of Membership Units the Selling Member or Offeree, as applicable, is selling in such Tag-Along Sale, and the denominator of which is equal to the total number of Membership Units being sold in such Tag-Along Sale.

(e) The Purchaser shall have 90 days, commencing on the day the Offer Notice is mailed, in which to purchase from the Selling Member and the Offerees, the number of Selling Member Membership Units and Tag-Along Units, as applicable, as determined pursuant to this Section 10.5. The terms and conditions of such Tag-Along Sale shall be as set forth in the Offer Notice, and the timing of such sale of Tag-Along Units shall be contemporaneously with the sale of the Selling Member Membership Units. If at the end of such 90-day period the Purchaser has not completed the purchase of all the Selling Member Membership Units and all the Offerees' Membership Units proposed to be sold, the provisions of this Section 10.5 shall continue to be in effect with respect to all such Membership Units as if no Offer Notice had been given with respect thereto.

(f) Notwithstanding anything in this Section 10.5 to the contrary, in no event shall any holder of Common Units be entitled to participate in a Tag-Along Sale unless the Deemed Per Unit Consideration being paid in such Tag-Along Sale is equal to or in excess of the Minimum Price Per Unit.

ARTICLE XI.
BOOKS AND RECORDS

Section 11.1 Books, Records and Financial Statements.

(a) At all times during the continuance of the Company, the Company will maintain, at its principal place of business, separate books of account for the Company that will show a true and accurate record of all costs and expenses incurred, all charges made, all credits made and received and all income derived in connection with the operation of the Company business in accordance with generally accepted accounting principles consistently applied, and, to the extent inconsistent therewith, in accordance with this Agreement. Such books of account, together with a copy of this Agreement and of the Certificate, will at all times be maintained at the principal place of business of the Company and will be open to inspection and examination at reasonable times by each Member and its duly authorized representative for any purpose reasonably related to such Member's interest as a member of the Company.

(b) The Board of Directors will prepare and maintain, or cause to be prepared and maintained, the books of account of the Company and shall oversee the preparation of the information set forth in clause (c). The expenses associated with preparing the information or documents described in clause (c) shall be expenses of the Company.

(c) The following financial information will be transmitted by the Company to Varsity, and made available to each Common Class A Member upon request (provided that such requesting Common Class A Member holds a Common Percentage of at least 5%), within 90 days after the close of each Fiscal Year:

(i) audited balance sheet of the Company as of the beginning and close of such Fiscal Year;

(ii) audited statement of Company profits and losses for such Fiscal Year;

(iii) statement of such Member's Capital Account as of the close of such Fiscal Year, and changes therein during such Fiscal Year;

(iv) a statement indicating such Member's share of each item of Company income, gain, loss, deduction or credit for such Fiscal Year for income tax purposes; and

(v) a certificate of the Chief Executive Officer certifying that all distributions to the Members during such Fiscal Year, if any, have been made in accordance with this Agreement.

(d) The following financial information will be transmitted by the Company to Varsity within forty-five (45) days after the close of each calendar quarter:

(i) balance sheet of the Company as of the beginning and close of such quarter; and

(ii) statement of Company profits and losses for such quarter.

Section 11.2 Accounting Method. For both financial and tax reporting purposes and for purposes of determining profits and losses, the books and records of the Company will be kept in accordance with generally accepted accounting principles consistently applied and will reflect all Company transactions and be appropriate for the Company's business.

Section 11.3 Audit. The annual financial statements of the Company will be audited by an independent certified public accountant, as determined by the Board of Directors. Any such audit will be accompanied by a report of such accountant containing its opinion.

ARTICLE XII.
TAX MATTERS

Section 12.1 Preparation of Tax Returns. The Tax Matters Member will arrange for the preparation and timely filing of all returns relating to Company income, gains, losses, deductions and credits, as necessary for federal, state and local income tax purposes and will provide the Members with applicable Form Schedules K-1 within one hundred twenty (120) days following the end of the Fiscal Year of the Company.

Section 12.2 Tax Matters. Varsity is hereby designated as the tax matters partner of the Company for purposes of Section 6231(a)(7) of the Code prior to its amendment by the Revised Partnership Audit Procedures and as the "partnership representative" of the Company for any tax period subject to the provisions of Section 6223 of the Code, as amended by the Revised Partnership Audit Procedures and in such capacity is authorized and required to represent the Company in connection with any administrative proceeding at the Company level with the Internal Revenue Service relating to the determination of any item of Company income, gain, loss, deduction or credit for federal income tax purposes. The Members acknowledge and agree that Varsity, as Tax Matters Member, may take actions to minimize any obligations of the Company to pay taxes and interest in connection with any audit of the Company, including, if the Tax Matters Member so determines, by means of elections under Section 6226 of the Code and/or the Members filing amended returns under Section 6225(c)(2) of the Code, in each case as amended by the Revised Partnership Audit Procedures. The Members agree to cooperate in good faith, including without limitation by timely providing information reasonably requested by the Tax Matters Member and making elections and filing amended returns reasonably requested by the Tax Matters Member, and by paying any applicable taxes, interest and penalties, to give effect to the preceding sentence. The Company shall make any payments it may be required to make under the Revised Partnership Audit Procedures and, in the Tax Matters Member's discretion, allocate any such payment among the current or former Members of the Company for the "reviewed year" to which the payment relates in a manner that reflects the current or former Members' respective interests in the Company for that year and any other factors taken into account in determining the amount of the payment. To the extent payments are made by the Company on behalf of or with respect to a current Member in accordance with this Section 12.2, such amounts shall, at the election of the Tax Matters Member, (a) be applied to and reduce the next distribution(s) otherwise payable to such Member under this Agreement or (b) be paid by the Member to the Company within thirty (30) days of written notice from the Tax Matters Member requesting the payment. In addition, if any such payment is made on behalf of or with respect to a former Member, that Member shall pay over to the Company an amount equal to the amount of such payment made on behalf of or with respect to it within thirty (30) days of written notice from the Tax Matters Member requesting the payment. Any cost or expense incurred by the Tax Matters Member in connection with its duties, including the preparation for or pursuance of administrative or judicial proceedings, will be paid by the Company. The provisions contained in this Section 12.2 shall survive the dissolution of the Company and the withdrawal of any Member or the Transfer of any Member's interest in the Company and shall apply to any current or former Member.

Section 12.3 Taxation as Partnership. The Company shall at all times be treated as a partnership for federal and state income tax purposes and neither the Board of Directors nor the Members shall change such classification without the Consent of the Members.

ARTICLE XIII.
LIABILITY AND INDEMNIFICATION

Section 13.1 Liability.

(a) Except as otherwise provided by the Delaware Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, will be solely the debts, obligations and liabilities of the Company, and no Indemnified Person will be obligated personally for any such debt, obligation or liability of the Company solely by reason of being an Indemnified Person.

(b) Except as otherwise expressly required by the Delaware Act or Applicable Law, neither the Board of Directors nor any Member will have any liability, whether to the Company, the Board of Directors, to any of the other Members or to the creditors of the Company, for (i) any loss suffered by the Company or any other Member that arises out of any investment or other action or omission of any other Indemnified Person if such action or omission did not constitute gross negligence, intentional misconduct or fraud or (ii) the debts, liabilities, contracts or other obligations of the Company. Notwithstanding the foregoing, an Indemnified Person will be liable to the Company and the other Indemnified Persons for such Indemnified Person's material breach of his, her, its express obligations under this Agreement as determined by arbitration under Section 16.1, and any payments expressly required to be made by such Indemnified Person pursuant to this Agreement.

Section 13.2 Indemnification.

(a) Agreement to Indemnify. The Company will, to the fullest extent permitted by Applicable Law, indemnify and hold harmless each Indemnified Person against all claims, liabilities and expenses of whatever nature ("***Claims***") relating to activities undertaken in connection with or in relation to the Company or this Agreement, including amounts paid in satisfaction of judgments, in compromise or as fines and penalties, and attorneys', accountants' and other professionals' fees and expenses and all other expenses reasonably incurred in the defense, prosecution or preparation for the defense or prosecution of, or preparing to testify as a witness in connection with, any such Claim (all of such amounts covered by this Section 13.2 are referred to as "***Damages***") imposed upon or reasonably incurred by such Indemnified Person in connection with the defense, prosecution or other disposition of any action, suit, arbitration or other proceeding (a "***Proceeding***"), whether civil, criminal, administrative or investigative, before any court, administrative body or arbitrator in which such Indemnified Person may be or may have been involved, as a party or otherwise, or with which such Indemnified Person may be or may have been threatened, except with respect to any matter as to which such Indemnified Person did not act in good faith and in the reasonable belief that such Indemnified Person's action was in or not opposed to the best interests of the Company or constituted gross negligence, intentional misconduct or fraud. No indemnification will be payable pursuant to this Section 13.2 to an Indemnified Person:

(i) against any liability incurred by reason of conduct that has been finally determined (without right to further appeal) to be Disabling Conduct by such Indemnified Person;

(ii) in respect of any action by or in the right of the Company against such Indemnified Person if such Indemnified Person is adjudged to be liable to the Company unless and only to the extent that the court in which such proceeding was brought or an arbitrator pursuant to an arbitration conducted pursuant to Section 16.1 determines upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such Indemnified Person is fairly and reasonably entitled to indemnity for such expenses which such court or arbitrator deems proper; and

(iii) in respect of any proceeding brought or maintained by such Indemnified Person against the Company, the Board of Directors or any Member or such Member's Affiliates.

The termination of any Proceeding by judgment, order, settlement or conviction or upon a plea of *nolo contendere* or its equivalent will not, of itself, create a presumption that such Indemnified Person was guilty of Disabling Conduct or that such Person did not act in good faith, and in a manner such Indemnified Person reasonably believed to be in or not opposed to the best interests of the Company or that such Indemnified Person had reasonable cause to believe that its conduct was unlawful.

(b) Certain Determinations. All determinations that the applicable standards of conduct have been met for indemnification under this Section 13.2 will be made by the Board of Directors in the good-faith exercise of their judgment, except, with respect to the Directors, to the extent directors and executive officers of a corporation incorporated under the laws of the State of Delaware would have personal liability for Damages under the laws of the State of Delaware; provided, however, that if the determination is being made with respect to an Indemnified Person who is also a member of, or has a representative on, the Board of Directors, such Person or their representative shall not participate in such determination by the Board of Directors.

(c) Advancement of Monies. In the discretion of the Board of Directors, expenses incurred by an Indemnified Person in connection with any Claim that may be subject to a right of indemnification hereunder may be advanced by the Company prior to the final disposition thereof upon the Company's receipt of an undertaking by or on behalf of the Indemnified Person to repay such amount to the Company if it is determined ultimately that the Indemnified Person is not entitled to be indemnified hereunder in respect of such Claim.

(d) Reimbursement. To the extent that any Indemnified Person has been successful on the merits or otherwise in defense of a Claim referred to in Section 13.2(a) hereof or an action by or in the right of the Company, the Company will indemnify such Indemnified Person against all expenses actually and reasonably incurred by such Indemnified Person in connection therewith.

(e) Notice of Claims, etc. Promptly after receipt by an Indemnified Person of notice of the commencement of any Claim or threatened Claim referred to in this Section 13.2, such Indemnified Person must, if a claim for indemnification in respect thereof is to be made against the Company, give written notice to the Company of such Claim; provided, however, that the failure of any Indemnified Person to give notice as provided herein will not relieve the Company of its obligations under this Section 13.2, except to the extent that the Company is prejudiced by such failure to give notice. Subject to any attorney-client privilege or similar consideration, each Indemnified Person must keep the Board of Directors apprised of the progress and status of any such Claim. Subject to any attorney-client privilege or similar consideration, the Board of Directors will furnish to each Member such information concerning any such Claim to which such Member is a party as such Member may from time to time reasonably request.

(f) Participation in Defense. In case any Proceeding is brought against any Indemnified Person for which such Person is seeking indemnity hereunder, the Company will be entitled to participate in and to assume the defense thereof to the extent that the Board of Directors in their discretion may determine, with counsel reasonably satisfactory to such Indemnified Person, unless in the opinion of independent counsel to such Indemnified Person a conflict of interest exists or may reasonably be expected to arise between the Company and such Indemnified Person. After the Company so assumes the defense thereof, the Company will not be liable for expenses subsequently incurred by the Indemnified Person in connection with the defense thereof. The Company will not consent to entry of any judgment or enter into any settlement which does not include as an unconditional term thereof the giving by the claimant or plaintiff to such Indemnified Person of a release from all liability in respect of such Claim. If the Company does not elect to assume the defense of an Indemnified Person, such Indemnified Person may not enter into any settlement for which he, she or it seeks to be indemnified under this Agreement without the Consent of the Board of Directors.

(g) Limitation on Indemnification. The indemnification to be provided by the Company pursuant to this Section 13.2 will only be recoverable out of the assets of the Company.

(h) Survival. The provisions of this Section 13.2 will not survive the termination of the Company and the final distribution of its assets as a result thereof, and following such termination, neither any Member nor any Indemnified Person will have any claim for indemnification hereunder against any Member or against or with respect to any assets or properties distributed to such Member at any time. The provisions of this Section 13.2 will survive in favor of any Indemnified Person.

ARTICLE XIV.
DISSOLUTION, LIQUIDATION AND TERMINATION

Section 14.1 Dissolution. The Company will be dissolved and its affairs will be wound up upon the occurrence of any of the following events:

(a) the entry of a decree of judicial dissolution under Section 18-802 of the Delaware Act; or

(b) Board of Directors consent to dissolve the Company.

Section 14.2 Notice of Dissolution. Upon the dissolution of the Company, the Board of Directors will promptly notify the Members of such dissolution.

Section 14.3 Liquidation. Upon dissolution of the Company, subject to Section 14.4 below, the Board of Directors, as liquidating trustee, will immediately commence to wind up the Company's affairs; provided, however, that a reasonable time will be allowed for the orderly liquidation of the assets of the Company and the satisfaction of liabilities to creditors so as to enable the Members to minimize the normal losses attendant upon a liquidation. The cash proceeds from the liquidation of Company Assets shall be applied or distributed by the Company in the following order:

(a) first, to the creditors of the Company (including the Board of Directors and any Members that are creditors to the extent permitted by law), in satisfaction of liabilities of the Company other than liabilities for distributions to Members pursuant to Sections 18-601 and 18-604 of the Delaware Act, and as reasonable reserves therefor;

(b) second, to Members and former Members in satisfaction of liabilities, if any, for distributions pursuant to Sections 18-601 and 18-604 of the Delaware Act, and as reasonable reserves therefor; and

(c) third, to the Members in accordance with Section 8.2.

Section 14.4 Termination. The Company will terminate when all of the assets of the Company have been distributed in the manner provided for in this Article XIV, and the Certificate will have been cancelled in the manner required by the Delaware Act.

Section 14.5 Claims of the Members. Members and former Members may look solely to the Company's assets for the return of their Capital Contributions, and if the assets of the Company remaining after payment of or due provision for all debts, liabilities and obligations of the Company are insufficient to return such Capital Contributions, the Members and former Members will have no recourse against the Company or any other Member.

ARTICLE XV.
REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE MEMBERS; CONFIDENTIALITY

Section 15.1 Representations, Warranties and Covenants. Each Member represents and warrants to and covenants with the other Members and the Company as follows:

(a) This Agreement constitutes the legal, valid and binding obligation of such Member, enforceable against such Member in accordance with its terms.

(b) No consents or approvals from, or notification of or filings with, any Governmental Authority or other Person are required for such Member to enter into this Agreement.

(c) The execution and delivery of this Agreement by such Member and the consummation of the transactions contemplated hereby by such Member do not conflict with or contravene the provisions of any agreement or instrument by which he or its properties are bound or Applicable Law to which such Member or its properties are subject.

(d) It will not Transfer or offer to Transfer all or any part of its Membership Units in the Company in violation of this Agreement, the Securities Act or any other Applicable Law.

(e) Such Member's Membership Units are intended to be and are being acquired solely for such Member's own account for investment and with no present intention of distributing or reselling all or any part thereof; such Member acknowledges that he is able and is prepared to bear the economic risk of making all Capital Contributions contemplated hereby and to suffer any loss of such Member's Membership Units, including any Capital Contributions made by such Member.

ARTICLE XVI.
MISCELLANEOUS

Section 16.1 Dispute Resolution. To the fullest extent permitted by Applicable Law, any controversy, dispute, or claim between or among any of the Company, the Board of Directors, any Member, any Indemnified Person and any third-party beneficiary of this Agreement arising out of, in connection with, or in relation to the interpretation, performance or breach of this Agreement or any agreement or other instrument executed pursuant hereto or otherwise arising out of the execution of any of the foregoing, including any claim based on contract, tort or statute, shall be determined, at the request of the Company, any Member, any Indemnified Person or any such third-party beneficiary, by arbitration conducted in the English language in Delaware in accordance with and to the extent permitted by the Rules for Commercial Arbitration of the American Arbitration Association as in effect on the date that demand for such arbitration is filed with the American Arbitration Association. The arbitrator shall set forth its determination in writing (which shall be sent to each party to such arbitration) and shall enumerate in reasonable detail the basis of his determination. To the fullest extent permitted by Applicable Law, any judgment or award rendered by the arbitrator will be final, conclusive and binding. Judgment may be entered on any final, unappealable arbitration award by any Federal or State court or other court having jurisdiction thereof. The pendency of any arbitration under this Section 16.1 shall not relieve any Member of its obligations under this Agreement, including the obligations to make Capital Contributions on a timely basis. To the fullest extent permitted by Applicable Law, any controversy concerning whether a dispute is an arbitrable dispute or as to the interpretation or enforceability of this Section 16.1 shall be determined by the arbitrator. To the fullest extent permitted by Applicable Law, if the Company, the Board of Directors, any Member, any Indemnified Person or any such third-party beneficiary shall resort to legal proceedings for injunctive or other similar relief pending the outcome of any such arbitration proceeding or prior to the initiation thereof, such Person shall not be deemed to have waived its rights to cause such matter or any other matter to be referred to arbitration pursuant to this Section 16.1. The arbitrator shall be a retired or former judge of any appellate court or Superior Court of the State of Delaware or the United States District Court for the District of Delaware, provided such individual has substantial professional experience with

regard to corporate or Company legal matters. It is intended that this Agreement to arbitrate be valid, enforceable and irrevocable. The arbitrator shall have authority in his discretion to grant injunctive relief, award specific performance and impose sanctions upon any party to any such arbitration. In his award, the arbitrator shall allocate, in his discretion, among the parties to the arbitration all costs of arbitration, including the fees of the arbitrator and reasonable attorneys' fees, costs and expert witness expenses of the parties.

Section 16.2 Notices. All notices provided for in this Agreement must be in writing, duly signed by the party giving such notice, and must be delivered, faxed or mailed, as follows.

(a) If given to the Company or the Board of Directors, at the Company's mailing address set forth below;

c/o Colonial Family Practice, LLC
325 Broad Street
Sumter, SC 29150
Facsimile: (803) 418-0202
Attention: Clayton R. Lowder, III, M.D.

With a copy to:

c/o Varsity Management Company, LLC
1875 Century Park East, #1980
Los Angeles, CA 90067
Attn: David Alpern

With a copy, which alone shall not constitute notice, to:

Morgan, Lewis & Bockius LLP
101 Park Avenue
New York, New York 10178
Attn: Jonathan D. Morris
Facsimile: (212) 309-6001

With a copy, which alone shall not constitute notice, to:

Morgan, Lewis & Bockius LLP
1111 Pennsylvania Avenue, NW
Washington, DC 20004
Attn: Joyce A. Cowan
Facsimile: (202) 739-3001

(b) If to Varsity, to:

c/o Varsity Management Company, LLC
1875 Century Park East, #1980
Los Angeles, CA 90067

Attn: David Alpern

With a copy, which alone shall not constitute notice, to:

Morgan, Lewis & Bockius LLP
101 Park Avenue
New York, New York 10178
Attn: Jonathan D. Morris
Facsimile: (212) 309-6001

With a copy, which alone shall not constitute notice, to:

Morgan, Lewis & Bockius LLP
1111 Pennsylvania Avenue, NW
Washington, DC 20004
Attn: Joyce A. Cowan
Facsimile: (202) 739-3001

(c) If to any other Member, at the address set forth opposite such Member's name on Exhibit A.

All such notices will be deemed to have been given when received.

Section 16.3 Failure to Pursue Remedies.

The failure of any party to seek redress for violation of, or to insist upon the strict performance of, any provision of this Agreement will not prevent a subsequent act, which would have originally constituted a violation from having the effect of an original violation.

Section 16.4 Cumulative Remedies. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party will not preclude or waive such party's right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Section 16.5 Binding Effect. This Agreement will be binding upon and inure to the benefit of all of the parties and, to the extent permitted by this Agreement, their successors, legal representatives and assigns.

Section 16.6 Interpretation. Throughout this Agreement, nouns, pronouns and verbs will be construed as masculine, feminine, neuter, singular or plural, whichever is applicable. Unless otherwise indicated, all references herein to "Articles," "Sections" and paragraphs refer to corresponding provisions of this Agreement.

Section 16.7 Severability. The invalidity or unenforceability of any particular provision of this Agreement will not affect the other provisions hereof, and this Agreement will be construed in all respects as if such invalid or unenforceable provision were omitted.

Section 16.8 Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. All counterparts will be construed together and will constitute one instrument.

Section 16.9 Waiver. No rights or remedies hereunder be waived except as approved by the Board of Directors in writing. Any waiver given for breach or default will be effective only for the breach or default which it addresses and will not be deemed a waiver of any other breach or default.

Section 16.10 Further Assurances. Each Member agrees to execute any additional documents and to perform any additional acts as are, or become, necessary or convenient to carry out the purposes of this Agreement.

Section 16.11 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the formation of, and the terms and conditions relating to the management, operation, business and affairs of, the Company, and supersedes all prior oral and written, and all contemporaneous oral, understandings, negotiations and agreements with respect to the subject matter hereof.

Section 16.12 Treatment for Tax Purposes. The Members and the Company will take all reasonable actions, including the amendment of this Agreement and the execution of other documents, as may be reasonably required to qualify for and receive treatment as a partnership for United States federal, state and local tax purposes.

Section 16.13 Governing Law. This Agreement and the rights of the parties hereunder will be interpreted in accordance with the laws of the State of Delaware, and all rights and remedies will be governed by such laws without regard to principles of conflict of laws.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above stated.

THE COMPANY:

FAMILY CARE PARTNERS HOLDINGS LLC

By: _____
Name: Clayton R. Lowder, III, M.D.
Title: Authorized Person

COMMON CLASS A MEMBERS:

NCFP GROUP LLC

By: _____
Name: Clayton R. Lowder, III, M.D.
Title: Manager

PREFERRED MEMBERS:

VARSITY FAMILY CARE PARTNERS, LLC

By: Varsity Management Company, LLC,
its Manager

By:_____
Name: David Alpern
Title: Manager

By:_____
Name: Kenton Rosenberry
Title: Manager

PREFERRED MEMBERS:

VARSITY FAMILY CARE PARTNERS, LLC

By: Varsity Management Company, LLC,
its Manager

By:_____
Name: David Alpern
Title: Manager

By:_____
Name: Kenton Rosenberry
Title: Manager

By: David V. Gilroy Digitally signed by David V. Gilroy DN: cn=David V. Gilroy, o, ou, email=gilroy@scalefinance.com, c=US Date: 2015.12.18 15:11:00 -05'00'

David Gilroy

COMMON CLASS B MEMBER:

By: _____
Gary R. Katz, M.D.

SUBSCRIPTION AGREEMENT

This SUBSCRIPTION AGREEMENT (this "Agreement"), is dated as of March 22, 2017, by and among Family Care Partners Holdings LLC, a Delaware limited liability company (the "Company"), and Gary R. Katz, M.D., an Ohio resident ("Investor"). Certain defined terms have the respective meanings given to such terms in Section 5 below.

WHEREAS, subject to the terms and conditions set forth in this Agreement, Investor desires to purchase from the Company, and the Company desires to issue and sell to Investor, Common Class B Units of the Company (the "Purchased Units"), in the quantity and for the aggregate purchase price set forth on Schedule A hereto; and

WHEREAS, concurrently with the execution and delivery of this Agreement, Investor shall execute and deliver a counterpart to the LLC Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Company and Investor agree as follows:

1. Purchase and Sale of Units. Concurrently with the execution of this Agreement, Investor will purchase, and the Company will issue and sell to Investor, the number of Purchased Units set forth on Schedule A hereto in exchange for the aggregate purchase price set forth on Schedule A hereto ("Purchase Price"). Concurrently with the execution of this Agreement, Investor will deliver to the Company (or its designee) by wire transfer of immediately available funds the Purchase Price and the Company will record the issuance and sale of the Purchased Units to Investor pursuant to the terms and conditions of this Agreement on its books and records.

2. Representations and Warranties of Investor. In connection with the issuance, purchase and sale of the Purchased Units hereunder, Investor represents and warrants to the Company that:

(a) Organization and Standing. Investor is resident of the State of Ohio.

(b) Authority for Agreement. Investor has the requisite power, authority and legal capacity to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated by this Agreement. This Agreement has been duly executed and delivered by Investor and, assuming the due authorization, execution and delivery by the Company, constitutes a legal, valid and binding obligation of Investor enforceable against Investor in accordance with its terms subject, as to enforcement of remedies, to bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting the rights and remedies of creditors generally and to the effect of general principles of equity.

(c) No Conflict. Neither execution and delivery of this Agreement by Investor, nor the performance of this Agreement by Investor and the consummation of the transactions contemplated by this Agreement, shall: (i) conflict with, or violate any Law or Judgment, in each case, applicable to Investor or by which Investor is bound or affected, or (ii) result in a breach of or constitute a default (or an event which with notice or lapse of time or both would become such a default) under, give to others any right of termination, amendment, acceleration or cancellation of, result in the triggering of any payment or other obligation or any

right of consent under, any note, bond, mortgage, indenture, contract, agreement, lease, license, permit, franchise or other instrument or obligation to which Investor is a party or by which Investor is bound.

(d) Required Filings and Consents. Neither the execution and delivery of this Agreement by Investor shall, nor shall the performance of this Agreement by Investor and the consummation of the transactions contemplated by this Agreement, require any consent, waiver, license, approval, order, authorization or permit of, or declaration, registration, filing with, or notification to, any Governmental Authority.

(e) Brokers. No broker, finder, financial advisor or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with this Agreement or the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Investor for which the Company or any of its affiliates could have any Liability.

(f) Litigation. There is no Litigation pending or threatened against or affecting Investor that has had a material adverse effect on Investor's ability to consummate the transactions contemplated by this Agreement.

(g) Investment Representations and Warranties.

(i) Investor has such knowledge and experience in financial and business matters so as to be capable of evaluating the merits and risks of its investment in the Purchased Units and Investor possesses adequate financial resources and is able to bear the economic risk of the investment in the Purchased Units for an indefinite period of time because the Purchased Units are subject to the transfer restrictions contained in the LLC Agreement and have not been registered under the Securities Act or the securities Laws of any state or other jurisdiction;

(ii) Investor understands and agrees further that, subject to the limited rights set forth in this Agreement, (1) the Purchased Units issued to Investor must be held indefinitely unless such Purchased Units are subsequently registered under the Securities Act or other applicable securities Laws or an exemption from registration under the Securities Act and applicable Laws covering the sale of such Purchased Units is available; (2) the Company has no obligation or present intention to register the Purchased Units under the Securities Act; (3) even if such an exemption is available, the assignability and transferability of the Purchased Units will be governed by this Agreement and the LLC Agreement, which impose restrictions on transfer; and (4) if such Purchased Units are certificated, legends stating that such Purchased Units have not been registered under the Securities Act and such applicable Laws and setting out or referring to the restrictions on the transferability and resale of the Purchased Units will be placed on all certificates evidencing such Purchased Units;

(iii) Investor has had an opportunity to ask questions and receive answers concerning the terms and conditions of the offering of the Purchased Units and has had full access to such other information concerning the Company as Investor has requested. Investor has reviewed, or has had an opportunity to review, a copy of the LLC Agreement;

(iv) Investor is an "accredited investor" within the meaning of Rule 501(a) of Regulation D promulgated under the Securities Act and Investor qualifies as such because he or she is either (check applicable box):

☐ a natural person whose individual net worth, or joint net worth with that person's spouse, at the time of his purchase exceeds $1,000,000 (excluding the value of the primary residence of such natural person)[1]; or

☐ a natural person who had an individual income in excess of $200,000 in each of the two most recent years or joint income with that person's spouse in excess of $300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year.

(v) Investor will, upon the request of the Company, provide reasonable documentary support from Investor's status as an accredited investor; and the Purchased Units to be acquired by Investor pursuant to this Agreement are being acquired for Investor's own account and not with a view to any distribution thereof or with any present intention of offering or selling any of the Purchased Units in a transaction that would violate the Securities Act or the securities Laws of any state of the United States of America or any other applicable jurisdiction; and

(vi) Investor acknowledges that the Company will rely upon the accuracy and truth of the foregoing representations in this Section 2 and hereby consents to such reliance.

3. Representations and Warranties of Company. In connection with the issuance, purchase and sale of the Purchased Units hereunder, the Company represents and warrants to Investor that:

(a) Organization and Standing. The Company is a limited liability company duly organized, validly existing and in good standing under the Laws of the State of Delaware.

(b) Authority for Agreement. The Company has all necessary power and authority, as the case may be, to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated by this Agreement. The execution, delivery and performance by the Company of this Agreement, and the consummation by the Company of the transactions contemplated by this Agreement, have been duly authorized by all necessary actions on the part of the Company and no other proceedings on the part of the Company are necessary to authorize this Agreement or to consummate the transactions contemplated by this Agreement with respect to the Company. This Agreement has been duly executed and delivered by the Company and, assuming the due authorization, execution and

[1] For purposes of calculating the net worth of a natural person, the amount of any mortgage or other indebtedness secured by such person's primary residence must be netted against the value of such residence. If the amount of such indebtedness is less than the estimated fair market value of such residence, it need not be considered as a liability deducted from such natural person's net worth (except that if the amount of indebtedness outstanding at the time of the sale of securities exceeds the amount outstanding 60 days before such time, other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability). If the amount of such indebtedness exceeds the estimated fair market value of such residence, then that excess liability must be deducted from such natural person's net worth.

delivery by Investor, constitutes a legal, valid and binding obligation of the Company enforceable against the Company in accordance with its terms subject, as to enforcement of remedies, to bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting the rights and remedies of creditors generally and to the effect of general principles of equity.

(c) No Conflict. Neither execution and delivery of this Agreement by the Company, nor the performance of this Agreement by the Company and the consummation of the transactions contemplated by this Agreement, shall: (i) conflict with or violate the Company's governing documents, (ii) conflict with, or violate any Law or Judgment, in each case, applicable to the Company, or (iii) result in a breach of or constitute a default (or an event which with notice or lapse of time or both would become such a default) under, give to others any right of termination, amendment, acceleration or cancellation of, result in the triggering of any payment or other obligation or any right of consent under, or result in the creation of a Lien pursuant to, any note, bond, mortgage, indenture, contract, agreement, lease, license, permit, franchise or other instrument or obligation to which the Company is a party or by which the Company is bound.

(d) Required Filings and Consents. Neither the execution and delivery of this Agreement by the Company shall, nor shall the performance of this Agreement by the Company and the consummation of the transactions contemplated by this Agreement, require any Governmental Approval.

(e) Issuance of Purchased Units. The Purchased Units purchased hereunder are duly authorized and validly issued and are being delivered to Investor free and clear of all Liens (other than as set forth in the Company's governing documents or arising under applicable securities Laws).

(f) Brokers. No broker, finder, financial advisor or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with this Agreement or the transactions contemplated by this Agreement based upon arrangements made by or on behalf of the Company for which Investor could have any Liability.

(g) Disclaimer. Notwithstanding anything contained in this Agreement to the contrary, Investor acknowledges and agrees that neither the Company nor any of its affiliates, directors, officers, employees, shareholders, partners, members or other representatives, has made or will make any representations or warranties whatsoever, express or implied, beyond those expressly given by the Company in this Section 3. Without limiting the generality of the foregoing, Investor acknowledges that no representations or warranties are made with respect to any projections, forecasts, estimates, budgets or prospective information that may have been or will be made available to such Investor or any of its representatives. Investor further acknowledges that neither the Company nor any of its affiliates, directors, officers, employees, shareholders, partners, members or other representatives, shall have or be subject to any Liability to Investor or any other Person resulting from the issuance of the Purchased Units to Investor or any other investor, or Investor's use of or reliance on, any information regarding the Company furnished or made available to Investor and its representatives in connection with the transactions contemplated hereby, except as expressly set forth in this Agreement and applicable securities Laws.

4. Other Agreements.

(a) Investor acknowledges that the transfer of the Purchased Units is subject to the provisions of the Securities Act, applicable state securities Laws.

(b) The Purchased Units shall be subject to the provisions contained in the LLC Agreement, including, without limitation, the Company Purchase Rights set forth in Section 4.8 thereof, the Restrictive Covenants set forth in Section 5.9 thereof and the Transfer Resections set forth in Article X thereof.

5. Definitions.

"Common Class B Units" has the meaning set forth in the LLC Agreement.

"Governmental Approval" means an authorization, consent, approval, permit, license or exemption of, registration or filing with, or report or notice to, any Governmental Authority.

"Governmental Authority" means any nation or government, any state or other political subdivision thereof and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including any government authority, agency, department, board, commission or instrumentality of the United States, of any state of the United States or any political subdivision thereof, and any tribunal or arbitrator(s) of competent jurisdiction.

"Judgment" means any temporary restraining order, preliminary or permanent injunction or other judgment, charge, order, writ, ruling, determination, directive, decree, award or settlement (whether civil, criminal or administrative) entered, enacted, promulgated, enforced or issued by any court or other Governmental Authority of competent jurisdiction in the United States or any foreign jurisdiction (in each such case whether preliminary or final).

"Law" means all applicable provisions of all (a) constitutions, treaties, statutes, laws, rules, regulations, ordinances, orders or other pronouncement having the effect of law of any Governmental Authority, (b) Governmental Approvals and (c) directives, orders, decisions, judgments, awards and decrees of any Governmental Authority.

"Liabilities" means any and all debts (including interest thereon and any prepayment penalties applicable thereto), liabilities, claims, demands and obligations, whether fixed, contingent or absolute, matured or unmatured, liquidated or unliquidated, accrued or not accrued, known or unknown, whenever or however arising (including whether arising out of contract or tort based on negligence or strict liability).

"Liens" means, as to any Person, any mortgage, lien, pledge, adverse claim, charge, security interest or other encumbrance in, or any interest or title of any vendor, lessor, lender or other secured party to or of such person under any conditional sale or other title retention agreement or capital lease with respect to, any property or asset owned or held by such Person, or the signing or filing of a financing statement which names such Person as debtor, or

the signing of any security agreement authorizing any other party as the secured party thereunder to file any financing statement.

"Litigation" means any claim, hearing, suit, action, litigation, investigation, indictment, subpoena, demand, arbitration or other proceeding (whether civil, criminal, administrative, investigative or informal) commenced, brought, conducted, or heard by or before, or otherwise involving any Governmental Authority or arbitrator.

"LLC Agreement" means the Company's Limited Liability Company Agreement, as amended from time to time in accordance with its terms.

"Member" has the meaning set forth in the LLC Agreement.

"Person" means a company, a corporation, an association, a partnership, a limited liability company, an organization, a joint venture, a trust or other legal entity, an individual, a government or political subdivision thereof or a governmental agency.

"Securities Act" means the Securities Act of 1933, as amended.

6. Further Assurances. From time to time following the date hereof, the parties hereto shall execute and deliver such other instruments and shall take such other actions as any other party hereto may reasonably request in order to consummate, complete and carry out the transactions contemplated by this Agreement.

7. Notices. Any notice provided for in this Agreement must be in writing and must be either personally delivered, sent by facsimile if confirmation is available or by electronic mail (including in portable document format (.pdf)) or sent by reputable overnight courier service (charges prepaid) to the recipient at the address indicated in the Company's records. Any notice under this Agreement will be deemed to have been given when so delivered or sent.

8. Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective with respect to Investor when one or more counterparts have been signed by the Company and Investor and delivered to such other party (including by facsimile or other electronic image scan transmission).

9. Entire Agreement; Third Party Beneficiaries. This Agreement (a) constitutes the entire agreement, and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof and (b) is not intended to and does not confer upon any Person other than the parties hereto any legal or equitable rights or remedies.

10. Successors and Assigns. This Agreement is intended to bind and inure to the benefit of and be enforceable by the parties hereto and their respective successors, heirs and permitted assigns. No party may assign this Agreement without the prior written consent of the Company.

11. Governing Law; Waiver of Jury Trial. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF DELAWARE, REGARDLESS OF THE LAWS THAT MIGHT OTHERWISE GOVERN UNDER APPLICABLE PRINCIPLES OF CONFLICTS OF LAWS THEREOF. The parties hereto hereby waive, to the fullest extent permitted by applicable Law, any right to trial by jury with respect to any action or proceeding arising out of or relating to this Agreement. Each party hereto hereby waives, to the fullest extent permitted by applicable Law, any right it may have to a trial by jury in respect of any suit, action or other proceeding arising out of this Agreement or the transactions contemplated hereby. Each party hereto certifies that no representative, agent or attorney of any other party has represented, expressly or otherwise, that such party would not, in the event of any action, suit or proceeding, seek to enforce the foregoing waiver.

12. Specific Performance. The parties to this Agreement acknowledge and agree that each would be damaged irreparably in the event any of the provisions of this Agreement are not performed in accordance with their specific terms or otherwise are breached. Accordingly, the parties hereto agree that each party shall be entitled to an injunction or injunctions to prevent breaches of the provisions of this Agreement and to enforce specifically this Agreement and the terms and provisions hereof in any action instituted in any court of the United States or any state thereof having jurisdiction over the parties to this Agreement and the matter, in addition to any other remedy to which they may be entitled, at law or in equity.

13. Amendments and Waivers. Any provision of this Agreement may be amended or waived only with the prior written consent of each of the parties hereto.

14. Time is of the Essence. The parties to this Agreement hereby expressly acknowledge and agree that time is of the essence for each and every provision of this Agreement.

* * * * *

IN WITNESS WHEREOF, the parties hereto have executed this Subscription Agreement on the date first written above.

FAMILY CARE PARTNERS HOLDINGS LLC

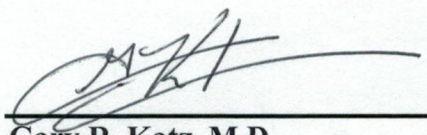
By: _____
Name: THOMAS W. WATSON
Title: COO

_____
Gary R. Katz, M.D.

IN WITNESS WHEREOF, the parties hereto have executed this Subscription Agreement on the date first written above.

FAMILY CARE PARTNERS HOLDINGS LLC

By:_____
Name:
Title:



Gary R. Katz, M.D.

SCHEDULE A

INVESTOR	AGGREGATE PURCHASE PRICE	$PRICE PER UNIT	PURCHASED UNITS
Gary R. Katz, M.D.	$100,000	$100	1,000 Common Class B Units

ELECTRONICALLY FILED - 2019 Dec 03 4:21 PM - RICHLAND - COMMON PLEAS - CASE#2018CP4002545

STATE OF SOUTH CAROLINA	IN THE COURT OF COMMON PLEAS
COUNTY OF RICHLAND	CASE NO.: 2018-CP-40-02545
Dr. Kaoru Pridgen, Plaintiff, v. Colonial Family Practice, LLC; Varsity Family Care Partners, LLC; Family Care Partners d/b/a Family Care Partners Management, LLC; Dr. Clay Lowder; Thomas W. Watson; and Dr. Gary R. Katz, Defendants.	

DEPOSITION OF

THOMAS W. WATSON

****

Friday, October 18, 2019

9:10 a.m. - 4:59 p.m.

The deposition of Thomas W. Watson was taken before Christine A. Cortright, a notary public in and for the State of South Carolina, commencing on Thursday, October 18, 2019, at Cromer Babb Porter & Hicks, 1418 Laurel Street, Suite A, Columbia, South Carolina, pursuant to Notice of Deposition.

only member of the management team that was on the board.

Q. So is my understanding correct that once Dr. Katz became CMO he did not have the ability to vote on perspective partners? He could make recommendations but he could not vote?

A. Yeah, that's a good clarification. That's true.

Q. Okay. And the only way that a partner could be -- a physician could be elevated to a partner position would be with a board vote?

A. Yes.

Q. All right. Dr. Katz, I think you testified he was -- you tasked him or he was tasked with the responsibility of coming up with a set of objective criteria by which physicians would be, I guess, compared when considering whether they would meet the qualifications of partner? Sorry, that was a very long-winded --

A. But yes.

Q. -- way of saying that.

A. Yes.

Q. Okay. I believe your testimony was that those -- he came up with some criteria but they were never formally voted on by the board; is that correct?

A. I think that that's correct. I don't believe

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ELECTRONICALLY FILED - 2019 Dec 05 12:43 PM - RICHLAND - COMMON PLEAS - CASE#2018CP4002545

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF RICHLAND	)	CASE NO.: 2018-CP-40-02545
Dr. Kaoru Pridgen,	)	
	)	
Plaintiff,	)	
	)	
v.	)	
	)	
Colonial Family Practice, LLC; Varsity Family Care Partners, LLC; Family Care Partners d/b/a Family Care Partners Management, LLC; Dr. Clay Lowder; Thomas W. Watson; and Dr. Gary R. Katz,	)	
	)	
Defendants.	)	
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DEPOSITION OF

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Other than the conversations and communications that you've already testified about, some of which were verbal, some of which were written, are there any others that you had with Dr. Pridgen about partnership that we have not talked about today?

A. No, I don't believe so.

Q. And were there any other communications with other leaders in any of these entities that you spoke with about partnership with regard to Dr. Pridgen that we haven't talked about today?

A. I think you've covered it all.

Q. Other counsel may have questions for you.

MS. DUNLAP: I -- I don't have any questions.

THE WITNESS: Okay.

MR. LEHRER: I do have a few questions.

THE WITNESS: Sure. Sure.

EXAMINATION

BY MR. LEHRER:

Q. And I'm Jeff Lehrer. I represent Varsity in this case. There -- we've had some testimony from other witnesses that kind of, for ease of reference, that sometimes people would refer to Varsity to refer to Family Care Partners Holdings board.

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A. Uh-huh.
Q. Would you agree that that occurred during the time you were managing the Family Care Partners portion?
A. I wouldn't think about it that way. I think it's a separate legal entity and that Varsity partners happened to participate on a board like they participate on a lot of companies that they owned boards but the two are not the same.
Q. They're not the same. And so the -- you know, after the, what we've referred to as the Varsity transaction, there is a -- there is a Varsity entity that purchases the majority interest in Colonial.
A. Uh-huh.
Q. Is that your understanding?
A. That is my understanding.
Q. And that, as part of the transaction, Family Care Partner Holdings is established?
A. That's right.
Q. And is that the entity you would have been employed by?
A. So I'd have to think about how the legal structure works. So there's -- you know, there's always a legal entity name and there's often a

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d/b/a. I think Family Care Partners was technically a d/b/a. I don't think it was the legal entity name. I think Colonial ended up being the legal entity name. So I think my checks, if it was done properly, would have said Colonial Family Practice.

Q. But -- but you were -- were you an officer of Family Care Partners Holdings?

A. I believe that's the way that -- like my employment contract would have worded it that way, yeah.

Q. You know, I've got here, and you can look at it if you'd like to, but Family Care Partners Holdings operating agreement. Do you know if you ever saw that?

A. Oh, I'm sure I did, yeah.

Q. Okay. And Section 6.1 talks about the board of directors and it says that "Subject to the restrictions contained in this agreement, including Sections 5.3, the board of directors will manage the company in accordance with the agreement and will have full, exclusive and complete discretion to manage and control the business and affairs of the company."

A. Yeah.

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Q. Would you agree that was the case?
A. Totally.
Q. And I think you testified earlier that there were some Varsity officials who were appointed to the board of Family Care Partners Holdings?
A. Yes, sir.
Q. And so through that role, as board members, those officials had the ability to manage the business; is that correct?
A. They did.
Q. Okay. Do you have any reason to believe that as they were managing the business as board members they were acting outside of what their authority was under this operating agreement?
A. No, not at all.
Q. Okay. And I think, you know, you made some comments throughout your deposition that, you know, Dave would make those decisions, I think even as we talked about the -- the amount of buy-in. And I think you said, at certain times, that would be a Dave decision. Did you actually mean that would be a Family Care Partners Holdings board decision?
MS. POLVI: Object to the form.
A. I think it depends on the question that I was

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being asked. Some of them, you know, I think was in -- within Dave's right to make the decision. Other things he would have properly brought to the board, I think. Despite us having our differences, he would have done it very appropriately and by the letter of the law.

Q. And in terms of him having some authority to make a decision without the board, would -- was your understanding whether that would have been his role as the chairman of the board?

A. Yeah, that's correct.

Q. I mean he didn't have a -- he didn't have some documented authority to manage Family Care Partners Holdings, outside of the operating agreement, to your knowledge --

A. No, sir.

Q. -- did he?

A. No, sir.

Q. Okay. All right. And Varsity didn't have the ability to manage Family Care Partners Holdings outside of what was outlined in the operating agreement, did it?

A. That's right.

MS. POLVI: Object to the form.

A. That's right.

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Q. Okay. Do you -- do you ever remember there being a board meeting where there was a contested vote, meaning there was a disagreement among the board as to, you know, what the decision was going to be?

A. I don't think we brought a topic to the board that wasn't researched and thought through well enough that even one board member dissented.

Q. Okay. You don't recall any contested vote?

A. No, sir. I would state one other thing that seems highly relevant to the record. So, as it relates to the board and that operating agreement and Dave's responsibilities, he couldn't influence a doc's behavior. That had to be medically oriented, as I established before, in Carolina law. So if anybody was going to tell Dr. Pridgen or any other doctor what to do, it had to be the chief medical officer and Dave would have adhered to that regulation.

Q. And in terms -- I think we got this in the record but just to clarify. After -- after Family Care Partners Holdings was established, is that the only entity in which partnership was available to a provider such as Dr. Pridgen?

A. Yes.

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Q. Okay. And was the sole -- who had the sole discretion on voting for partnerships in that entity?

A. It would have been the board and nobody else. And the chief medical officer would have been represented, as you saw, on the board. Either Clay or Dr. Gary Katz was on the board at any one point or at one point they were both on the board. And they would have been, you know, sought -- sought out and viewed as the people that had maybe the best perspective. So that -- that's who even the chairman would have relied on pretty heavily.

Q. Okay. And you testified to a management fee that you thought went to Varsity.

A. Yes.

Q. Could that management fee have actually been to Family Care Partners Management?

A. So, no, I don't think so. I think the way this worked was Colonial Family Practice cut a check to Varsity as a part of their management fee as the PE sponsor. As I mentioned, I think that -- well, I remember once Dave was frustrated because my CFO, who was trying aggressively to manage cash flow, held off on making the payment to

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ELECTRONICALLY FILED - 2019 Dec 05 12:43 PM - RICHLAND - COMMON PLEAS - CASE#2018CP4002545

From: Gary Katz
Sent: Monday, May 8, 2017 10:54 AM
To: Provider Group <providergroup@fcpmgmt.com>
Cc: Laurie Lingefelt <laurie.lingefelt@colonialfamilypractice.com>; Thomas Watson <thomas.watson@fcpmgmt.com>; Ed Motherway <ed.motherway@fcpmgmt.com>; Pat Harrell <pat.harrell@fcpmgmt.com>; Misty Johnson <misty.johnson@colonialhealthcare.com>
Subject: Awesome Progress - Thank you - Chart signing update

All,
Here is the progress on signing in just the past 48 hours. Please keep up the strong work. I heartfully appreciate each and every one of your efforts.
Very respectfully,
Gary

Gary Katz, MD, MBA, FACEP
Chief Medical Officer
Sr. VP Medical Affairs

Family Care Partners
855 Gold Hill Road
Suite 106
Fort Mill, South Carolina 29708
614-207-6882

Rendering	5/6/2017	5/7/2017
0		
Abigail S. Ham	36	8
Ashley Munn	27	23
Carlos A. Soto	5	5
Carrie Hoshour	5	5
Celia M. Herring	243	203
Chasity L. Sims	1	1
Christopher M. Mahr	79	101
Clayton R. Lowder	95	51
David G. Whaley	595	466
David R. Trigg	209	47
Edward J. Meyers	114	63
Felicia Heyward	44	22
Gina Wilson	12	12
Jason M. Leonard	131	35
Jessica Robinson	10	10

John K. Baker	1	1
Julie Miles	122	89
Kaoru Pridgen	44	52
Kate Smith	1	1
Kimberly Reisenauer	10	1
Lillian G. Stukes	16	16
Mary K. Cox	14	35
Maxine Myers	95	57
Michael Chandler	26	26
Mitchell R. Grunsky	4	6
Paula A. Anderson	1	1
Robert L. Ridgeway	55	34
Shelley G. Stevens	63	23
Sukirti Bista	5	5
Thomas L. Lucas	121	86
William Byrd	17	22
William C. Aldrich	324	217
Thiyagarajah	9	9
William T. Culclasure	273	152
Winston Morris	5	5
Carrie A. Judy	1	2
Heather Adkins	0	0
Ike Stewart	0	0
Julie West	0	0
Leighton Morgan	0	0
Grand Total	**2813**	**1892**

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STATE OF SOUTH CAROLINA	) IN THE COURT OF COMMON PLEAS
	)
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	)
Dr. Kaoru Pridgen,	)
	)
Plaintiff,	)
	)
v.	)
	)
Colonial Family Practice, LLC; Varsity Family Care Partners, LLC; Family Care Partners d/b/a Family Care Partners Management, LLC; Dr. Clay Lowder; Thomas W. Watson; and Dr. Gary R. Katz,	)
	)
Defendants.	)
_____	)

DEPOSITION OF

THOMAS W. WATSON

****

Friday, October 18, 2019

9:10 a.m. - 4:59 p.m.

The deposition of Thomas W. Watson was taken before Christine A. Cortright, a notary public in and for the State of South Carolina, commencing on Thursday, October 18, 2019, at Cromer Babb Porter & Hicks, 1418 Laurel Street, Suite A, Columbia, South Carolina, pursuant to Notice of Deposition.

APPEARANCES

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jennidunlap@parkerpoe.com

Also present:
Dr. Kaoru Pridgen

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(Email thread - Bates 477 through 501)
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(Visit Charts for Colonial Doctors, May 2016 through July 2017)
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(Pridgen Employment Agreement)
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(6/26/16 Email from Rogers to Pridgen regarding conversation with Paul Miller)
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(Colonial/Family Care Partners Board Meeting Documents)
Plaintiff's Exhibit Number 7 192
(4/27/17 Email from Alpern regarding board meeting postponement and New York City meeting)

Plaintiff's Exhibit Number 8 (CONFIDENTIAL) 196
(Emails - Bates FCP Management 1 through 78)
Plaintiff's Exhibit Number 9 223
(Text message thread between Mr. Watson and Dr. Pridgen)
Plaintiff's Exhibit Number 10 (CONFIDENTIAL) 227
(Consolidated balance sheet for Family Care Partners Holdings, LLC -- period ending December 31, 2017)
Plaintiff's Exhibit Number 11 (CONFIDENTIAL) 231
(Consolidated balance sheet for Family Care Partners Holdings, LLC -- period ending December 31, 2017)
Plaintiff's Exhibit Number 12 (CONFIDENTIAL) 237
(2017 Profit and Loss)
Plaintiff's Exhibit Number 13 (CONFIDENTIAL) 243
(Financials 2016/2017 for Colonial Family Practice)

REPORTER'S NOTE: The following statement was made at the conclusion of the deposition regarding confidentiality.

BY MS. BRYANT: I want to put on the record that a number of the exhibits used during the deposition were marked confidential, some were not marked confidential, probably because they came from a spreadsheet. And so for the record, I want to mark Exhibits 1, 2, 3, 6, 8, 10, 11, 12 and 13 as confidential. And I also want to mark the portion of the testimony about Mr. Watson's compensation

while at Colonial as confidential pursuant to the protective order in the case.

STIPULATIONS

It is stipulated by and between counsel for the respective parties that all objections are reserved until the time of trial, except as to the form of the questions.

This deposition is being taken pursuant to the South Carolina Rules of Civil Procedure.

- - - -

The reading and signing of this deposition is waived by the deponent and counsel for the respective parties.

Whereupon,

THOMAS W. WATSON, being duly sworn and cautioned to speak the truth, the whole truth, and nothing but the truth, testified as follows:

EXAMINATION

BY MS. POLVI:

Q. Okay. We're on the record. I'm going to reintroduce myself, though we met a few moments ago in the hallway. My name is Shannon Polvi. I'm an attorney at Cromer Babb Porter & Hicks and I represent Dr. Pridgen in this case.

A. Uh-huh.

Q. You are a named defendant in the case so I'll be taking your deposition today about all things

related to this case and relevant to knowing some background information about you.

A. Okay.

Q. Have you ever been deposed before?

A. I have.

Q. How many times?

A. Just once.

Q. Okay. And all the more important though for me to still review through the procedural things that matter about this case today. We have recording devices here that record everything we say. Do you understand that?

A. I do.

Q. And that the recording devices will then be used to put into a written transcript like in a Q and A type of format. Do you understand that?

A. I do.

Q. You'll have an opportunity to review it, if you so choose.

A. Sure.

Q. Do you understand that?

A. I do.

Q. We have a court reporter here that will be transcribing everything. But at some point, if you give a nonverbal answer, we might remind you,

one of the attorneys or our court reporter, just because we want to make sure that the record is clear. So try to give verbal answers throughout your testimony.

A. Understood.

Q. Now that the deposition has started, if you need any clarifications, definitions or explanations of the questions that I'm asking or the words that I'm using, please direct those to me, I'm happy to explain. At some point, counsel may object to a question that I've asked. That's their right to do so. Any of the three are allowed to object if they feel they need to preserve that on the record. If this case were to go to trial, that's the reason. So allow them to finish their objection and unless somebody instructs you otherwise, you still need to answer my question.

A. Understood.

Q. Have you taken any medications or substances that would interfere with your ability to testify today?

A. No, ma'am.

Q. And have you had any alcohol in the last 12 hours?

A. Yes.
Q. Okay. Any -- anything that would inhibit your ability to testify?
A. No.
Q. And is there any reason that you know of that would hinder your ability to give full, complete and truthful answers today?
A. No.
Q. Other than any specifics that you have discussed with counsel, what did you do to prepare for your deposition today?
A. Nothing other than talking with counsel and understanding and seeing records.
Q. And what records did you review?
A. There was some general information, there was a recording that was made apparently by Dr. Pridgen, and a few emails. Nothing significant. I don't think there's a lot that's there.
Q. And the time that you were deposed previously, what was the occasion that you were deposed?
A. What was the occasion? What do you mean by the occasion?
Q. Was it a case in which you were a party?
A. No, I was not named. I was just a reference, I guess, in the case.

Q. When were you deposed?
A. I'm trying to go back in time here. So it might have been like 2010.
Q. And you referenced being a reference. Was that as a witness or was this some kind of job application case?
A. It was a gentleman had sold his company to the company that I had been running who was challenging the buyers and how they treated him after, after I left the company.
Q. And which company were you --
A. So it was called Avizent. It was in Columbus, Ohio.
Q. Okay. I want to jump to some background information about you to kind of run through your employment history. Well, let's start with your educational background. What is your educational background?
A. Undergrad in accounting from Ohio State University, '86; MBA from the University of Baltimore in '95; and I'm also a CPA, although I'm not in practice anymore.
Q. Do you still have your CPA licensure or certification?
A. Yes, it's non-practicing, and you have to say

that.

Q. Okay. When did you become a CPA?

A. '90s, early '90s.

Q. Let's run through your employment history. We can do the current and work our way back or your first --

A. Okay.

Q. -- and work our way here.

A. That's long. So I'm currently executive vice president of operations for a company called Zelis. It's based in New Jersey. Before that I was working with Aetna as a general manager, also an executive role. And before that was Family Practice, the company in question here, I guess. Before that was an urgent care company in Columbus called Hometown. Before that was Avizent that we referenced a second ago. And going further back, I was with United Healthcare. Before that, it was Cigna. And before that was Blues -- Blue Cross/Blue Shield in Maryland. And before that was Community Mutual in Ohio. And I think that's it.

Q. And let's run through the years of each of those. Community Mutual in Ohio, how long?

A. Right after undergrad so call it '86. I think I

was there about four years, four and a half.
Q. Did you hold one position or multiple?
A. I think I was promoted while I was there so I guess technically two different positions, a junior auditor and then an auditor.
Q. And the next one, I believe, is Blue Cross/Blue Shield after that?
A. Yeah. Multiple. I started out in their Medicare division and then I moved to the corporate audit function and was there about five years.
Q. Then Cigna?
A. So Cigna, I was there from '96, give or take. I was there about eight years and held about six different positions when I was there.
Q. United Healthcare?
A. So I think I started in '03 to roughly '08 and held two different positions at that company.
Q. Avizent?
A. Avizent, just was the CEO when I was there and I was there for about two and a half years.
Q. And for Avizent, did you say CEO or COO?
A. CEO.
Q. Okay. For Hometown?
A. Hometown, CEO, and was there for about two years.
Q. Family Care Partners?

A. CEO.
Q. For how many years?
A. A year and a half, I think, something like that.
Q. Aetna?
A. About a year and a half.
Q. And Zelis?
A. I'm still there and been there about two years.
Q. From any of these positions that we've just discussed, were you ever terminated from a job?
A. Yes.
Q. From which jobs?
A. At United I was terminated because they were downsizing in 2008.
Q. Any others?
A. No. Oh, actually, one other. So Aetna, they reorganized.
Q. And which year was that?
A. That was about -- I don't want to mess up the years, but '14, '16, somewhere in there, whatever that -- I could look at LinkedIn for you, but somewhere in there.
Q. In your current role, what type of duties do you perform?
A. So, varied. I'm the operations lead so I'm involved with an integration we're doing right

now. I'm also the CFO of one of our business units, so financial duties. And I've done a few other things, co-leading HR, technology, etcetera. It's been pretty varied.

Q. And do you reside in New Jersey?

A. I don't. I reside in Connecticut.

Q. And what is your current address?

A. 515 Cedar Ridge Drive, Glastonbury.

Q. And what's the zip?

A. 06033.

Q. And how long have you resided at the Cedar Ridge?

A. About four years.

Q. During the time that you worked with Family Care Partners, did you ever reside in South Carolina?

A. Never -- never had a home here.

Q. Next couple of questions are routine. They're not intended to embarrass you. Have you ever been arrested?

A. No.

Q. Have you ever been treated for alcohol or drug abuse?

A. No.

Q. Have you ever been treated for mental illness?

A. No.

Q. Have you ever filed for bankruptcy?

A. No.
Q. And other than this case, have you ever been sued personally?
A. No.
Q. And have you ever sued anyone personally?
A. No.
Q. During your employment history, other than the one case that you'd been deposed in, have you ever been identified as like a key witness?
A. No.
Q. Have you ever testified in a court?
A. No.
Q. Let's talk more about Family Care Partners. How did you first obtain employment with Family Care Partners?
A. A recruiter identified me that I knew and introduced me to Dave Alpern and Mr. Rosenberry.
Q. And what did you understand their positions to be when you were introduced to Mr. Alpern and Mr. Rosenberry?
A. They -- they were private equity partners in a firm called Varsity.
Q. Who was the friend that introduced you?
A. It wasn't a friend, it was -- it was a guy who was a recruiter.

Q. Oh, recruiter, I'm sorry.
A. I don't recall his name at the moment. It's been awhile.
Q. When did you first meet Mr. Alpern and Mr. Rosenberry?
A. Somewhere in the 2014 time frame, I think.
Q. And describe what you recall from that meeting.
A. They had a firm that they were buying up in Wisconsin, it was before this Family Care opportunity, and it was just an interview.
Q. Was the interview initially for working in Wisconsin?
A. Correct. Would have been running that company.
Q. What came about from the potential Wisconsin employment?
A. They selected another guy who had more relevant experience.
Q. How long after that selection for someone else for Wisconsin did you find out that maybe another opportunity could arise?
A. It was August of -- it was August. I didn't take the job with Family Care until like January, I think it was, but I think it was August the preceding year, so whatever that -- whatever that was.

Q. And describe what you recall from being contacted in August.
A. That they were buying a practice in South Carolina and they were excited about it and thought I'd be a great fit for it and wanted to talk to me more about it, wanted to introduce me to Clay Lowder, Dr. Clay Lowder.
Q. And when you reference they, was that still Mr. Alpern and Mr. Rosenberry?
A. That's correct.
Q. Was anyone else involved with that initial contact with Dr. Lowder?
A. No, not -- I think it was just -- I think it was direct at that point. I think the recruiter was on the scenes but wasn't really engaged.
Q. When did you first meet Dr. Lowder?
A. Whatever that first year was. I'm not -- I'm kind of unsure about that, the year we're talking about here. I'd have to go back through it. So I think it's '14. But yeah, that -- that would have been like maybe September/October that prior year.
Q. Okay. And the transaction where Family Care Partners comes about is around, I believe, the December 2015 time frame.

A. Okay.
Q. Does that help with the timeline?
A. Perfect. Yeah. So then it would have been '15, October '15 or August '15, somewhere in there. Took awhile to evolve.
Q. Where did the first meeting with you and Dr. Lowder take place?
A. There was a phone call; this would have been an interview phone call. And then I came down and met he and a couple of his partners one evening, must have been, you know, I don't know, November/December.
Q. Before we talk about the November/December meeting, let's talk about the phone call with Dr. Lowder. What do you recall from that conversation?
A. Not much. It was classic kind of just interview questions, but I don't really remember any of the details of that call.
Q. Were Mr. Alpern and Mr. Rosenberry participants in that call?
A. They were not. They just set it up.
Q. So just you and Dr. Lowder on that first call?
A. Yes, ma'am.
Q. Was the interview focused on interview questions

or was there discussion about any type of contracts or agreements that might come about to bring a relationship between yourself and Dr. Lowder or his practice?

A. With him it was just interview questions.

Q. Prior to the call with Dr. Lowder, what was your understanding of how Varsity might get involved with Colonial?

A. That they were going to purchase a control ownership and basically as simple as that.

Q. And was your understanding that Varsity had done a purchase of a control ownership in other medical practices prior to the one with Colonial?

A. Yes.

Q. Would you be working with other practices or focused on Colonial?

A. Colonial was going to buy practices, that was part of it, so a roll-up kind of a strategy.

Q. After the call with Dr. Lowder in which there was interview questions, what happened next after that, before that meeting in November/December?

A. There was conversations with Dave Alpern and I about, you know, employment and contractual terms. There was also a banker's meeting at some point. I'm not exactly sure if that was before I

signed on officially but there was a banker's meeting that I came to. Must have been -- I must have been official by that point. Must have been late December or possibly earlier -- early January.

Q. And was Mr. Alpern leading that banker's meeting?

A. Yeah, he and his associates.

Q. The meeting in which you were in person, I think you estimated November or December, who was present at that meeting?

A. You're talking about with Clay and his partners?

Q. Yes.

A. I think there was, you know, six or so, maybe there was eight or so, key partners that sold to Varsity and so you'd have to go back to the records and run through the list. But there was three that were the main guys; Clay, Dr. Whaley and Dr. Grunsky. And then there was a handful of other guys, some of the names escape me, but there was four or five other guys.

Q. About how long was the meeting?

A. We had sort of a dinner, you know, group interview, if you will. So I think it was around two or three hours.

Q. Okay. And what was discussed in the group

interview?

A. Everything from, you know, what I had done in the past to how I would think about interacting with them and thoughts around running the business and the acquisitions, that kind of thing.

Q. Was it your understanding that any decision had already been made prior to that group interview or was this still part of a decision time frame?

A. You know, I think there was a lot of interest from the PE partners and they had sort of suggested like this should be your guy, but I think officially they had the right and the ability to -- to say no. So I don't think the decision was formal.

Q. Okay. Was there any discussion during the time frame up to this first kind of group interview meeting about other physicians in the practice who were seeking partnership?

A. Not at that point.

Q. Okay. And describe how the transaction that occurred in December 2015 came about.

A. So they got the funding from the bank. They, you know, got the partners to agree to a structure, a compensation structure, that would allow them to, you know, sort of make financial sense out of how

this would work. Before, I think the partners in the firm were taking almost all the money out of the firm every year and this was a much different compensation structure where they were going to earn a lot less and it was going to be based upon, you know, future potential equity.

Q. Were you a participant in negotiating the terms in terms of what those partners would make?

A. No, I was really -- they sort of had been doing this for a while to try to get to the table with the partners to be able to convince them to let them acquire it and so I was actually not part of that. They figured that out before I got there. And I think it was similar to what they had done with the prior healthcare based physician business in the -- in the -- I'm trying to think of the other -- the practice space, but, anyhow, another business. It was actually the one in Wisconsin.

Q. Okay.

A. Dermatology, that's what it was.

Q. When did you officially sign in as an employee for Family Care Partners?

A. I think it was like January something, 14th, something like that. I'm not sure why the 14th

sticks in my head. Might not be the right date, but somewhere in that neighborhood.

Q. Accurate to say that you were the CEO?

A. Yes, ma'am.

Q. And what were your duties as the CEO of Family Care Partners?

A. Classic CEO duties, so overall responsible like for the business. We had a huge focus strategically on acquiring practices. And I'll leave it at that, I guess. That sort of describes it.

Q. Okay. Where was your office based out of while you worked with Family Care Partners?

A. So initially there was an office that the practice had that was down in Sumter and there was a small office that I set up -- sort of set up shop in. And eventually we put headquarters in Fort Mill, South Carolina.

Q. And residing outside of South Carolina during that time, did you commute in or how did you work out of the offices?

A. Correct, I commuted in.

Q. And did you work remotely some days, like from out of the state?

A. Some days, Fridays usually, I was working out of

the house but, otherwise, I was here or in North Carolina.

Q. Okay. And the discovery responses from Family Care Partners identified that -- states that you were the chief executive officer of both Family Care Partners Holdings, LLC and Family Care Partners Management, LLC. Is that correct?

A. Sounds correct, yeah.

Q. And the dates here says January 18, 2016, to July 5, 2017. Does that sound correct, to your recollection?

A. I don't think July 5th is right but I think it was more like July 3rd. I think there was a termination letter on the 3rd, somewhere in that neighborhood. But July 18th sounds right -- or January 18th sounds right as the start date.

Q. Okay. What is the difference, if any, between Family Care Partners Holdings, LLC and Family Care Partners Management, LLC?

A. I don't know. You'd have to ask the lawyers. That's stuff I don't really understand.

Q. For the Sumter office and then the Fort Mill office, did you have staff that were reporting directly to you?

A. I did. The first hire that I made was a chief

financial officer that I had that worked for me before at Avizent. His name was Paul Miller since you're probably going to ask me that.

MS. DUNLAP: Did you say -- I'm sorry, can you repeat what you said? I didn't hear you.

A. The first hire that I made, sorry, I can speak up, I didn't realize you were making notes, too, Paul Miller was the CFO that I hired.

Q. And he had worked with you at Avizent?

A. Correct.

Q. And what was his position at Avizent?

A. CFO.

Q. When did you hire Mr. Miller?

A. I think he started in like March. We were talking for quite awhile but he had some things wrapping up at his prior company so I think it was March of that year.

Q. 2016?

A. I believe so.

Q. Okay. Who did you hire next after Mr. Miller?

A. I'm not sure I know the order of people after that. I didn't do a lot in terms of building up the staff because we were trying to run it, you know, pretty efficiently cost-wise. Paul hired some people underneath him, though.

Q. And where did you understand your -- the source of your income, where did it come from?
A. From the practice.
Q. Meaning Colonial?
A. Correct.
Q. What was the source of Mr. Miller's income?
A. Same.
Q. And would that be the same for the staff that Mr. Miller hired?
A. Correct.
Q. What was your salary while CEO of Family Care Partners?
A. I think it was $300,000.
Q. Did you receive any bonuses?
A. I was supposed to but I did not.
Q. The discovery responses from Family Care Partners also indicates, says, "Mr. Watson was also a former member of Family Care Partners Holdings with 1,000 units of Class C shares of the entity." Is that accurate?
A. I don't recall but there were -- I do know there was shares, I just don't recall the number and how that was set up.
Q. At any time, including up to the present, did you ever receive any value for those shares that you

owned?

A. Absolutely not.

Q. And here it's identified as Class C shares. Do you have an understanding of what the different types of shares were and what they mean?

A. I don't recall how this was set up but usually there's sort of privileges that go along with them so it's sort of a waterfall effect.

Q. So once you came onboard with Family Care Partners on or around January 18, 2016, what did you do to start your involvement with the practice?

A. You know, I went around and met the -- the key partners. I went to see the offices, the practice sites. I ran through a lot of -- read through a lot of records and asked classic questions that a CEO would ask.

Q. What type of questions did you ask?

A. What visits were like at each of the sites; who the doctors were, or providers were; what the structure was in terms of staffing.

Q. When did you first meet Dr. Pridgen?

A. I don't know. I guess it's maybe a few months into the gig. So if January is when I started, it probably was three, six months.

Q. And what do you recall from meeting Dr. Pridgen?
A. On the first meeting, I don't recall a whole lot other than it was probably a quick run through the office and shake hands and say hi. I think she was working out of the Columbia office.
Q. From the transaction that occurred that kind of came about with Family Care Partners existing -- actually, let me backtrack. Is your understanding that the December 2015 transaction created Family Care Partners?
A. Yes.
Q. And were you involved in the structuring of how that worked?
A. I understood some of the details. There was some question around what we were going to name the thing, Family Care Partners, but mostly it was the private equity guys and legal counsel setting up the structure.
Q. And who were the legal advisers and financial advisers engaged in that process?
A. I don't think I recall the names of any of them.
Q. What is your understanding of the requirements of Colonial's commitments before the transaction to after?
A. What kind of commitments are you referring to?

Q. Contractual.
A. That's a broad question. Anything more specific?
Q. Was -- once Family Care Partners came into existence, were they responsible for the contracts that Colonial had already agreed to prior to the December 2015 transaction?
A. Okay. So just to clarify. So what -- who are you asking about being responsible? The docs?
Q. Was Family Care Partners responsible for following the contracts of Colonial prior to its existence? Meaning prior to Family Care Partners existence.
A. I'm sorry, can you restate that?
Q. Sure. Is that you as CEO of Family Care Partners --
A. Uh-huh.
Q. -- and you've identified that you were managing Colonial --
A. Uh-huh.
Q. -- correct?
A. Yeah, the legal entity.
Q. And so as managing Colonial, did Family Care Partners still have to follow up on, enact, pursue the contracts that Colonial had already committed prior to the December 2015 transaction?

A. I guess the answer broadly is yes.
Q. And what, if anything, was told to you by Dr. Lowder and the other partners from Colonial that preceded this December 2015 transaction about what contracts existed?
A. Again, that's a really broad question so it's probably all kinds of things like, you know, what property they owned, what they were responsible for, what the doctor contracts look like, you know, just a host of things.
MS. POLVI: Just a brief break.
(Off the Record)
BY MS. POLVI:
Q. So we're back on the record. The partners were telling you about property that they own, things that they are responsible for, and what else did they tell you in terms of contractual obligations?
A. It's hard -- it's hard to answer a question that's that broad. You know, it would have -- it would have been things similar to that. I can't think of anything else specific.
Q. Was there ever any kind of list of things that were brought to your attention as to contracts that needed to be followed up on?

A. Probably lots of contracts that needed to be followed up on, you know, whether somebody's lease was renewing or, you know, you name it. But yes, but, again, that's such a broad question and it's been awhile, so.

Q. With regard to employee contracts with Colonial, how were those brought to your attention, if at all?

A. You know, there was data rooms when we were doing the deal. And so, you know, a lot of stuff had been figured out before I came in into the mix. So that's probably where I would have first seen employee -- employment type contracts.

Q. And during your onboarding process, did you ever review the physician contracts that worked with Colonial?

A. I did. I needed to understand how they were structured going forward because, again, it was a much different arrangement than what they had when they were independent.

Q. And are you -- when you answered that question, are you referring solely to the physician partners or all the physicians including those that were not partners?

A. I think it was just the physician partners

because there was too many other providers to look through.

Q. Was it your understanding that all of the physicians at Colonial had contracts of some form?

A. No, actually, I think that was not the case. I think some didn't have contracts, other than maybe an offer letter -- offer letter.

Q. Was it your understanding that Dr. Pridgen had a contract with Colonial?

A. So if you're asking at some point, yes, I did understand that. I don't think early on that I paid attention to whether she did or didn't.

Q. When did Dr. Pridgen's contract come to your attention?

A. I don't recall the exact date.

Q. Was there any precipitating event?

A. What do you mean by that?

Q. Was there anybody who brought it to your attention or did it just come up naturally?

A. I think the way this worked was one of the doctors, it might have been Clay, said she's interested in being a partner. And I think she had reached out to me at some point about being a partner.

Q. And what is your recollection of how Dr. Lowder communicated Dr. Pridgen's interest in partnership to you?

A. I think we were sitting in his office and that he had said, "Hey, there's two doctors that want to be partner." And he, you know, Clay, was unfamiliar with some of the details of the structure of the Varsity arrangement and said, you know, "How would this work," and was asking me questions.

Q. The two doctors that we we're referring to, was that Dr. Pridgen and Dr. Baker?

A. Correct.

Q. And around when was that meeting in Dr. Lowder's office?

A. I guess six months into the arrangement, somewhere in that zone. Could be a little less, a little more.

Q. And so about six months into 2016?

A. That sounds about right.

Q. And how did you respond to Dr. Lowder asking "How would this work?"

A. I said I'd need to ask the PE sponsors. Dave Alpern was my primary contact, so. I wasn't exactly sure how it would work.

Q. Did you contact Mr. Alpern?
A. I did.
Q. How long after the meeting with Dr. Lowder?
A. I'm pretty damn fast at things so it was probably 24 hours.
Q. And what transpired when you spoke with Mr. Alpern?
A. I don't recall exactly. I believe the gist of it was that wasn't one of the focuses, our focus was on buying practices. So I think he, you know, sort of said, you know, let's get -- get together later and talk about it.
Q. Was Dr. Pridgen's name brought up during that discussion or was it a general discussion about prospective new partners?
A. No, I would imagine it was real specific as to the two partners or the two -- the two doctors that you just mentioned.
Q. Did you understand that decision to be something Mr. Alpern was involved in, as to whether Dr. Baker and Dr. Pridgen would become partners?
A. Yes, absolutely. He was the chairman of the board.
Q. And which board are you referring to?
A. The board for Family Care Partners.

Q. Who was on the board?
A. So I don't know if I'll get it perfectly right, but Dave Alpern and Kenton Rosenberry, the two PE sponsors. I believe Clay was on the board. I was on the board. And I'm not sure if I know who beyond that was, but at least the four of us. It was relatively small at the time.
Q. Was the creation of the Family Care Partners board part of that December 2015 transaction?
A. Yeah, absolutely.
Q. Okay. How was it decided who would be on the board?
A. I'm not exactly sure I know the details of how that was decided.
Q. As a board member, what was your understanding of how often you would meet as a board body?
A. Quarterly.
Q. What was the expectation for what matters would be covered during those quarterly meetings?
A. I generally set up the structure for the agenda and ran that by Dave Alpern and he blessed it or asked for changes.
Q. So you would be the author of the original agenda and then Mr. Alpern would have a review option?
A. Basically.

Q. Did anyone assist you with the agenda compilation?
A. Not the agenda itself. Pretty much just me.
Q. The quarterly meetings that transpired, did those pretty much happen on a quarterly basis during the time frame that you were involved with the practice, give or take about 18 months?
A. I think we were pretty good about it.
Q. Who selected the dates of the meetings?
A. I mean, traditionally, you close it a month after the -- the quarter, the natural quarter, so 3/31, 6/30 and 9/30 and so on. And so you'd do it like the month after. And I think it was between Dave and I who tried to figure out what worked for most parties.
Q. And would a part of the, I guess, board meeting be structured around financial so you'd want to meet after the end of the quarter to discuss finances?
A. Heavily financially oriented.
Q. From a financial perspective, how did the practice perform during the roughly 18 months that you were the CEO?
A. So the way to describe it is the practice was performing pretty well from most financial

metrics on paper, but, in fact, the way the CFO was recording things was less than what he was recognizing in the financial statements.

Q. Where did that disparity come from?

A. The complications around receivables, accounts receivables, and cash.

Q. The CFO, would that be Mr. Miller?

A. That's correct.

Q. When did it come to your attention that there was some kind of, you know, concern about his recognition of the, you know, cash and accounts receivable flow?

A. It was very late. I think we did a March financial statement the following year and he had shown very good results. And Mike Jablon, who was the managing director or vice president with Varsity, had also looked at things and said the results look great. But sometime right after that we realized that there was a lot of speculation in there and the results were not as good. So April time zone, something like that.

Q. And would that be March/April of 2017?

A. Yes, ma'am.

Q. Let's jump to that time frame when, kind of that April 2017 time frame, there's some changes, I

guess, in the perception of the financial status of the company. What happened when that concern came to light?

A. All hell broke loose. You know, I had said to Paul, "Have you" -- there was -- there's another thing that was a factor in there, it was the audit of the financial statements were taking place at that time -- "Have you finished the audit of the financial statements and have you told Dave or anybody at Colonial the results?" And he had not communicated what he needed to, had produced a March financial statement, I believe, which looked good, but, in fact, had issues with it.

Q. When did Mr. Miller's employment with Family Care Partners end?

A. April/May time zone we terminated him for cause.

Q. And when Mr. Miller was terminated, did someone else take on that CFO role?

A. I'm trying to think about how we did do that. It was a pretty traumatic event. We terminated him, I think, on a Sunday. I sort of remember the call. I guess Jablon, Mike Jablon, would have been, you know, sort of stepping in. I don't know that we really had a backup. It was, you

know, it was a pretty severe situation that we discovered.

Q. So let's -- let's stay with this kind of thread. And so Mr. Miller is terminated April/May of 2017 time frame and then your employment ends around, I think you said, the beginning of July, the 3rd, 5th, something in that range. What happens between the end of Mr. Miller's employment and yours in terms of how Family Care Partners is operating?

A. So they have an operating partner that came in, I forget his name, at Varsity. And he attempted to help us figure out the facts and sort of where the business really was. And, you know, I spent most of my time then not acquiring practices but trying to figure out how to solve the financial situation and uncover where we really stood.

Q. And in your review of those financials, where did you think Mr. Miller went wrong, if at all?

A. It was very complicated so I understood why he came to some of the conclusions he did, but I think his fundamental flaw was, and I forget some of these details, but he was using some of the methodology that was used before yet there were changes in terms of pricing, etcetera, that

should have led him to believe that things were not as positive as he was recording.

Q. And when I look at the records that I've seen in discovery, it shows that the practice, meaning like the volume of patients, the income coming in, didn't reduce, it actually increased during this time. Where do you think the differences are in terms of what's coming in versus the issues of what's going out?

MS. BRYANT: Objection to form.

A. Can you restate that?

Q. Sure. And we can even -- let's do an exhibit.

(Plaintiff's Exhibit Number 1 was marked for identification purposes).

Q. So this Exhibit 1 you've been handed is a chart essentially showing patient count, charges, payments, for the time period from 2012 to the end of when this was being reported, which was 2018. So when we look at the time frame -- we're going to turn to the back page, which is 2016 and 2017 -- during your involvement with the practice, we see kind of from the beginning of 2016 going up, there seems to be kind of a general growth of what's coming in. Where do you see the disparity between the income of the

practice to what are the costs or expenditures that caused financial concern?

A. The issue was with the revenues that are being recorded -- so if this is the revenue, which I think is what it is, at least some of it -- that's the first issue. It's probably overstated, in many of these periods, by Paul. And what's missing then is the expense of the practice and the cash flows, the earnings that support the business and the docs we've got in the practice, right? So just become the income is going up, if you're buying practices, and we bought a lot, I think we bought 18, of course it's going to go up. But it needs to go up proportionately.

Q. Before we do any more exhibits, let's kind of stay on this topic. In terms of Colonial specific, during your time as Family Care Partners CEO did you hire any new physicians to Colonial?

A. We definitely hired physicians. I hired two recruiters to find physicians.

Q. And what decision making was involved in terms of where those new physicians, if hired, where would they work?

A. A variety of factors. You know, the biggest one being what kind of visits we expected from the area, what kind of visits the existing docs were seeing, and whether or not the cost was justified to hire a new provider.

Q. From the financials' perspective, other than the quarterly meetings of the board, what other review was occurring from the leaders of the Family Care Partners about financials?

A. I think there was a monthly meeting with the main sort of the original partners early on. There was definitely a monthly review with the private equity sponsors. I think those are the two main things.

Q. And the private equity sponsors, would that be Varsity?

A. Correct.

Q. What type of decision making did Varsity have with Colonial as a practice?

A. It's a little bit involved. There's regulations around what an outside management company can do as it relates to doctor practices. A bunch of specifics, but most of it was related to the financials and sort of the organizational structure.

Q. Did anyone from Varsity attend the Family Care Partner board meetings?
A. Yeah. The -- I mentioned before who was on the board and they would -- they would attend. There was really only three of them.
Q. And who were those three?
A. Doctor -- or, sorry, Dave Alpern, Kenton Rosenberry, and Mike Jablon. There was another guy that joined in later, Steven, I can't think of his last name now. But Steven out of California joined for some meetings. I don't think he was a board member and I don't think he had any responsibilities but he was present.
Q. And was Dr. Pridgen ever discussed at any of the Family Care Partners quarterly board meetings?
A. I would imagine at some meetings she was discussed.
Q. And what were the discussions that you recall?
A. The only thing I can imagine that we talked about, and again I'm not certain that it was actually recorded in the board minutes that we actually did discuss her at a board meeting, but if we did, it would have been around this topic related to partnership.
Q. Was there ever a vote about Dr. Pridgen becoming

partner?

A. No, I don't think there was a vote. We -- there was a lot of things in flux and the focus on partners was less of a significant issue relative to the growth. And then at some point, we had a, I guess what's relevant as it relates to these financials, there was a period where receivables were not being managed very well and I had to personally step in and fix how we were handling incoming revenue and get us back on track. So I did that during one of those periods. So it was -- there was a period where we fought through the receivables earlier on, pretty early on to coming into the practice. I think it was in the March time frame of '16.

Q. And did you vote to make Dr. Baker a partner?

A. I don't know if it was at a board meeting where we made that decision, but we did, at some point, offer him partnership.

Q. And was a vote necessary for a physician to become a partner?

A. I don't require -- recall what the details were.

Q. And what do you recall from the process of Dr. Baker becoming a partner?

A. There was a multi-month review of whether we were

doing that, what that meant in terms of the financial structure and dilution of other partners and all the terms of the contract and -- his contract and, you know, everything involved. It was pretty extensive. And also review of his income, what he was bringing into the firm that is.

Q. When was it decided that Dr. Baker would become a partner and not Dr. Pridgen?

MS. BRYANT: Object to the form.

A. Can you restate it then?

Q. When was it decided that Dr. Baker would become a partner and not Dr. Pridgen?

MS. BRYANT: Same objection. You can answer.

A. Okay. I don't -- I wouldn't say it that way. I'd say I remember us talking about Dr. Baker becoming a partner given his -- how much revenue he brought into the firm, which, if I remember right, was over a million dollars. It was quite substantial.

Q. Do you know whether Dr. Baker had a contract to become a partner at any point?

A. I think before Varsity put the Family Care Partner structure together there was some kind of a discussion with the prior practice owners and

both of those doctors, Dr. Pridgen and Dr. Baker, but I don't know what the details of that were.

Q. And sourcing back to your earlier testimony, you referenced a meeting in which you had with Dr. Lowder that he told you that Dr. Baker and Dr. Pridgen were seeking partnership. So was it brought to your attention at the same time that both physicians were seeking partnership?

A. Yeah, I don't remember exactly how the details of the timing of all that went and what the conversations were. It was -- to emphasize, this was a lot less of a concern for us than anything else. We were not interested in making people partners right out of the gate. I would imagine there's even documentation to that effect from Varsity.

Q. With you being the CEO of Family Care Partners, did you feel any obligation to make Dr. Pridgen partner?

A. I didn't feel an obligation to make anybody a partner. We -- we were trying to grow the practice and be financially solvent and figure out how to make it into a big business and that was the first priority.

Q. In your employment preceding Family Care

Partners, had you actively worked with physicians in your other positions?

A. Yeah, because I ran Hometown Urgent Care. So, as I stated earlier, I was there for about a year and a half and so I'd worked with physicians directly then. I'd worked with them earlier in my career when Cigna used to own a staff model. A couple of other occasions.

Q. Let's take a quick comfort break.

A. Sure.

(Off the Record from 10:13 a.m. until 10:37 a.m.)

BY MS. POLVI:

Q. Okay. We're back on the record. We left off with some discussion about partnership, Dr. Baker, Dr. Pridgen. Did anyone act outside of the scope of their roles to make Dr. Baker a partner when -- when he became a partner?

A. No.

Q. And was that, in terms of when Dr. Baker became a partner, something that everybody was in agreement of?

A. As I recall, yes, everybody that had sort of a say in the matter was in agreement. I don't think there was any dissension.

Q. And who do you consider to be the people who had

a say in the matter?
A. The board members and the original practice owners that were very involved.
Q. And would those be the -- the three most senior partners or are you referring to all the physicians partners of Colonial?
A. It was those that had equity in it. And, again, I don't remember exactly what the count was but it was something like eight docs.
Q. How did the written form of Dr. Baker's contract as a partner come about in terms of who was involved with the drafting of it?
A. I don't recall all the details. There was an attorney here in Columbia, Ed White, I think he might have been involved in it. Ed White. Didn't know if you caught that or not.
Q. You said Ed White?
A. Yeah. He was an attorney here in Columbia.
Q. Uh-huh.
A. There might have been somebody that Varsity had that, you know, was specific to it. They had -- they had a law firm that they used for a lot of those things.
Q. And was Mr. White employed with Varsity?
A. No, he was just an outside --

Q. Outside.
A. -- counsel.
Q. All right. Were you involved in relaying the offer of partnership to Dr. Baker?
A. I believe I was. Yeah, I'm pretty sure I was. I think I went over to his office for that.
Q. Was anyone else with you?
A. I don't think so. I mean maybe the CFO came along, but I don't think so. And I think I was just delivering the paperwork. It was sort of a done deal by the time I was taking it over.
Q. How long did the process for Dr. Baker becoming a partner take?
A. I think it was pretty substantial because, like I said earlier, we were not focused on bringing docs into the practice because it would dilute the other equity holders. So if I were to guess, I think I was there for whatever it was, 18 months, so I would have guessed it was almost a year.
Q. Prior to Dr. Baker becoming a partner, did you personally have any conversations with Dr. Baker about his efforts to become a partner?
A. I don't think I did. You know, he -- he was, if I recall properly, a neurologist and he was with

the firm for a while and he was, you know, doing exceptionally well and had brought a lot of income in for years, a good referral source for other patients. I don't know. I don't think I did. It just wasn't sort of my -- my place. We had a -- Clay played the part of chief medical officer for a while and eventually we brought Dr. Gary Katz in to the be the chief medical officer and that was really their focus.

Q. Now let's talk about that CMO transition, Dr. Lowder to Dr. Katz. How did that come about where it changed from one to the other?

A. I had attempted, when I was with Hometown Urgent Care, to bring Dr. Katz in as a regional medical director or potentially something more significant than that, like a chief medical officer. We didn't close on him. He never joined that company. What I knew of him, I respected him highly. And when I was with Family Care then, I had suggested to Dave and the board that we should get an outside independent board member and put him on the board and eventually put him into the chief medical officer spot was my recommendation. He was on the board for several months and they got a chance to work with

him, saw that he was exceptional, and eventually said, yeah, let's -- let's put him in.

Q. Did you have any concerns about how Dr. Lowder was performing as the CMO?

A. Yeah. I thought we needed somebody -- there were some sort of cultural things in terms of in somebody I thought outside of the original group of partners and somebody who had other experiences. So, yes, to some degree.

Q. And what were the kind of the cultural concerns that come to your mind?

A. Just wanted somebody who was going to be extremely objective and, you know, more, I guess, disciplined in their approach.

Q. Did Dr. Lowder oppose no longer being the CMO?

A. I don't think I would say he opposed it. He had some questions about it. I think he got onboard pretty quickly.

Q. Did Dr. Lowder's income from the practice change when he was no longer a CMO?

A. I think it did change modestly, but I don't recall the details of that.

Q. And did you think the practice was financially able to take on the additional financial costs of adding Dr. Katz to the team?

A. At the time, we did. As I had mentioned, if I remember the cycle right, came in, seemed like things were great, realized we had a receivable issue, had to deal with that, personally fix that, got that on track, we were trying to add practices, that was part of the -- the business model, was a key part of it, and I felt like we needed a doc who was independent who understood how to interact with the docs, was very disciplined and could help us do the things that we needed to do to grow the practice, and so it was -- in my mind, it was the most important hire I could make.

Q. And what conversations did you have, if any, with Dr. Katz about Dr. Pridgen?

A. At some point we discussed that she was one of the doctors that wanted to be partner, had expressed an interest to be partner. And I told him what I knew about what -- what those prior discussions had been, which was somewhat limited, but I told him everything I knew and said, you know, "You're the CMO, figure it out."

Q. Did you rely on Dr. Katz in any way in terms of deciding whether or not Dr. Pridgen should become a partner?

A. Yeah, I mean ultimately he was somebody I trusted and I would have had my own viewpoint but I would have heavily relied on him for such a decision on any -- any provider in the group, period.

Q. Did Dr. Katz ever provide to you a recommendation for or against Dr. Pridgen becoming partner?

A. Yeah, at some point. After she and I, and I've heard the recording that she apparently made at some restaurant that we had, I think after that he had made some -- we had had some discussion around that.

Q. What did Dr. Katz say to you?

A. He was focused, I think appropriately so, on more than what the Colonial or what Clay would have initially been focused on. It was more than just visits and revenue. It was more on quality criteria.

Q. Did Dr. Katz provide a recommendation for or against Dr. Pridgen?

A. I -- I don't think he necessarily made a recommendation other than to wait to lock down the criteria and get board approval for the criteria. But I don't think he necessarily made a recommendation, you know, without that being set.

Q. Is that something that you and he discussed verbally or is there any written documentation of it?

A. There's probably emails around some of the discussion trying to figure out what the right answer was.

Q. And the emails about trying to find what the right answer was, were those things that you reviewed in preparation for today's deposition?

A. Not in any detail.

Q. How did the CMO role factor in to whether or not Dr. Pridgen would become a partner?

MS. DUNLAP: Object to the form.

A. So can you restate that?

Q. Sure. How would the CMO role factor into whether or not Dr. Pridgen would become a partner?

MS. DUNLAP: Same objection.

MS. BRYANT: You can answer.

A. So that would be somebody who would present a recommendation and if they did it the way I would have expected him to, which I don't think ever came to a board meeting, but would have been here's the criteria, here's how we set the criteria, here's who meets the criteria, and a whole list of providers, and the board would have

had a chance to vote and say yes or no. So it would have been simply a recommendation. And I don't think Gary had -- I don't think Gary had voting rights once he became our chief medical officer. I think he stepped off the board.

Q. And did Dr. Lowder or Dr. Katz, the two CMOs, ever present what you just described as a presentation to the board?

A. I don't think so. So at some point, you know, in the earliest -- earliest stage when I found out that Dr. Pridgen wanted to be a partner, Clay, I believe, had said, "There's criteria we've used and Dr. Whaley has the criteria." I went to his office, asked him about it, he looked in his side drawer, couldn't find the criteria and so never did produce them. So we then said, well, we've got to figure out what the appropriate criteria are. And at some point, once Dr. Katz came in, that was part of his job, was to define the criteria. I don't -- I don't know that they were ever finalized. I think there were some things kicked around as to what they could be, again, with the objective of not just members -- sorry, not just patients but also quality criteria. That was the most important focus.

Q. The quality criteria that you're referring to, was there any type of quantifiable value that you saw in terms of how to determine quality?
A. Yeah, Gary was very sophisticated in his approach. I don't remember all the details, but what he was trying to get to was things like patient satisfaction and other guidelines that were out there, things that you could reference that showed how a provider actually performed overall, not just number of patients that came in the door.
Q. Were you aware of Dr. Pridgen, when she joined Colonial, this would have been before your time, but did you later become aware of her bringing a practice with her when she came to the practice?
A. I don't know if I knew that or not.
Q. Do you know whether she brought patients with her and staff?
A. I don't know if I knew that or not.
Q. And what barriers, if any, were there to Dr. Pridgen becoming a partner?
A. Well, so the first was, I think, when she and I talked, she was not at the membership, you know, the most basic thing, she wasn't hitting the -- the patient count per month, which was not

necessarily all that well defined either. That was sort of in flux. Somewhere around the 500 level. But I think we were trying to set it higher than that.

Q. Was there any specific period of time with which Dr. Pridgen would have had to meet a patient number or threshold?

A. Yeah, I think the records that you guys uncovered showed something along those lines and that it was something that they were trying to establish and set. "They" being the board, the private equity guys, and Dr. Katz.

Q. And it's accurate, to your recollection, that there was no specific set period of time ever voted on or approved by the board?

A. I don't think the board got to that level because, again, it was -- there was chaotic periods where we were less focused on that than anything else.

Q. Other than the patient count that you just testified about, are you aware of any other barriers to Dr. Pridgen becoming a partner?

A. Yeah, there were behavioral issues that we were concerned about.

Q. What are those?

A. Don't recall all the details, but I think Dr. Soto and some of the other partners were concerned about how she was interacting with patients, whether she was available when she needed to be, whether she stayed around when the patients were coming in, that kind of thing.

Q. Did Dr. Soto or any other partners present that information directly to you or did that come from a different source?

A. I think it was just conversations with Dr. Soto, and I think Clay had heard some things as well. Maybe Dr. Katz was in the mix on that once he got in there.

Q. What is your opinion on whether or not the physician partners at Colonial supported or did not support Dr. Pridgen becoming a partner?

A. You know, they -- before we bought the practice, we were trying to grow the practice. They wanted to establish Columbia as a -- as a foothold. This is the only office we had up here, it was just one. I think they wanted to find a partner, whether it was Dr. Baker or any other doctor that was strong enough to support the practice and run it. I think Dr. Soto had gotten into the partnership but they were looking to grow it. So

they were -- you know, they wanted to find other partners. That was less of a focus for Varsity. Their focus was growing the practice and keeping the equity in check.

Q. And did you ever hear any of the partners oppose Dr. Pridgen becoming a partner?

A. We did have, during those monthly meetings, which weren't all that consistent, I guess, as I think about it, with the original partner docs, we had several meetings around receivables because, as I mentioned, there was some concerns around that, and I think at one of those meetings, maybe more than one of those meetings, there was some discussion around how Dr. Pridgen was doing and whether or not we should be thinking more or less about her being a partner. And so I guess to answer your direct question, I think there was some opposition as to whether or not she was performing at level that was appropriate.

Q. And who do you attribute that opposition to source from?

A. I think there was sort of a broad view that she wasn't performing at the right level and I think we were heavily relying on Dr. Soto because he was in the same site.

Q. Did Dr. Soto speak about Dr. Pridgen at the partner meetings in which you were in attendance?
A. Yes.
Q. Did he provide information that -- that you felt was important to your consideration of whether or not she would become partner?
A. Yeah, it relates to some of the things I mentioned before about, you know, time on -- time -- time that she was putting in, quality criteria like I referenced before in terms of patient satisfaction and that kind of thing, concerns around all of that, as well as just the number of patients she was seeing.
Q. In terms of the -- the information you provided about, you know, whether she was available to patients, whether she -- behavioral type of things, the category you described, was that type of feedback provided on all the physicians or just Dr. Pridgen?
A. You know, the reason that I'm highlighting it is because she had asked to be a partner and so there was a focus there. But there was a review of all the docs', all the medical providers', patients/volume. So it was a very, you know, critical part of figuring out whether or not

somebody was effectively paying for themselves.

Q. Was that part of -- of each monthly meeting that -- with the partner doctors or some lessened number of the meetings?

A. I think our financial package probably had some detail in there around that. I don't exactly recall. I'm sure we had it at a site level. But, yeah, it would be basically about any provider. That would be what would be relevant to us.

Q. And from the information that you received, did you develop any type of opinion about the quality of Dr. Pridgen as a physician at the practice?

A. My opinion was formed based upon the information that I heard. And, you know, there were some patient complaints. I think at one point there was actually a malpractice suit against her. So there was some evidence like that, but that's about the extent of it. I, as CEO, I didn't spend my time in the practices, other than to go and visit periodically. Most of my time was focused on building the practice and finding new practices.

Q. With regard to the patient complaints, how did any sourcing from Dr. Pridgen come to your

attention?

A. You mean what did she tell me, personally?

Q. Or -- and -- or -- she or anybody?

A. You know, emails probably, you know, just with concerns or positive things, if there were some.

Q. And my understanding is there's kind of a patient survey at that conclusion of a -- a service from the practice. Is that accurate, to your recollection?

A. Yeah, I think so. I don't know how well it was conducted, but I think there was something that they had, you know, tried to put in place. I'm sure Dr. Katz had done a better job with it than what they were originally doing, but I don't recall the details at this stage.

Q. And was there any type of expectation in place as to the number that any particular physician should or shouldn't have in terms of either positive or negative?

A. Yeah, I think Gary was trying to find a way to make it extremely objective information or criteria. And I think he did have some kind of a setting and I -- I don't know that this memory is right but somewhere like a one to five ranking and you had to be a four or over. But I don't

really recall.

Q. And did the -- did that information in the ranking factor in from the surveys or any other source?

A. I think it was just -- well, I mean, I think he was trying to create a series of criteria and I think one of those was pure patient satisfaction so it would have been -- that would have been very specific and then there would have been other criteria.

Q. And I think you've already testified to this but just want to confirm on the record. The Family Care Partners board, while you were on it, never voted for standards for a physician becoming a partner, correct?

A. I don't think the board ever did. No, I don't think we ever ended up taking it to the board level because we just -- again, it wasn't a focus.

Q. When Dr. Soto provided you information at the monthly meetings with the physician partner doctors, what is your opinion of the impression you took from what Dr. Soto told you about whether Dr. Pridgen should become a partner?

MS. BRYANT: Object to the form.

A. Is there another way to state it?
Q. Sure. I can pare it down. It was a little convoluted. Having heard things from Dr. Soto, correct --
A. Uh-huh.
Q. -- about Dr. Pridgen, what opinion did you formulate about her eligibility to become a partner based on what you heard?
A. That she probably was not going to meet the criteria but that I think she was striving to. I think Dr. Katz sat down with her a couple of different times and was real specific about what the criteria should be and what she needed to do differently.
Q. In terms of the physician partner meetings, were there any other doctors that gave feedback, good or bad, about Dr. Pridgen?
A. I'm sure there was. I don't recall any specific comments.
Q. And during the time frame that you attended the physician partner meetings, was there ever any vote of the body of the physicians, as you said about an estimate of eight, about whether Dr. Pridgen should become a partner?
A. I don't think there was a vote, you know, to use

that word. I think there was discussion around it and I think Dr. Lowder, you know, I think he waffled on it a couple times. I think he wanted to make her a partner, I think he -- I think he mentioned the word "obligation." I think he felt like he had an obligation but I think he was also trying to do what he felt was appropriate and he also realized he needed to get the PE sponsors onboard with that. But I think he felt an obligation because he had made some commitment, I believe, before the firm was sold. I think her contract, if I remember right, indicated that there was a potential for partnership.

Q. And what do you recall Dr. Lowder saying about that commitment?

MS. BRYANT: Object to the form.

A. That's too vague to even attempt to speculate what exactly he said but I just remember the spirit of it.

Q. And you referenced in your testimony that, I think you used the word "Dr. Lowder waffled on it." Did you ever observe a decision made by Dr. Lowder one way or the other?

A. You know, by decision, I mean, if you're saying on a particular day was he absolutely yes or

absolutely no, I don't know that I'd use the word "absolutely" as the adjective in front of it. But I think he was leaning yes one -- one -- at one point and then leaning no, depending upon the day. He -- that's one of the reasons why I wanted to get Dr. Katz in there. Because I didn't see him as being objectively guided. Not just on that but on many other issues.

Q. And did Dr. Lowder speak to you about any of his rationale behind why he was waffling?

A. Yeah, and it was all oriented around these same kind of things, you know; is she really bringing in enough revenue is the way he thought about things, and do people -- do patients follow her, and is the future going to be bright if we did that.

Q. When -- when do you recall those conversations with Dr. Lowder occurring?

A. I think there were periodics. You know, we had a lot of other business things and medical concerns, so there were periodics scattered over a period of, I don't know, half a dozen months or something. Probably would have been, call it March to January of '17.

Q. So March 2016 to January 2017?

A. That would have been about right, somewhere in there.

Q. What, if anything, changed around the January 2017 time frame about Dr. Pridgen with regard to your conversations with Dr. Lowder?

A. We -- we had -- we had bought a number of practices. I think we had gotten it up to 27 sites. And there was an expansion into North Carolina and a whole bunch of other providers we were bringing on who would have equity if we brought them on. And so all that, you know, was very tied into any decision about making any existing provider who wasn't already bought in or had equity, expanding it.

Q. For the site expansions that you describe, i.e., North Carolina, who were the decision makers for when an expansion occurred?

A. Primarily, the private equity guys, Dave and Kenton. They were the main people that I had to present materials to as to what the opportunity was. There were other people, including Mike Jablon, our CFO, Paul Miller. And then I believe Dr. Lowder early on was heavily involved, as well as Dr. Katz, with recommendations.

Q. Who did the, and it might be a loose word to say,

marketing to potential prospective new practices to join this expansion?

A. So we had hired an M&A guy, Harvard undergrad. I can't remember his last name but Kevin was his first name. And he did a lot of the initial outreach after I brought him on. Initially I did it. I went out and spent all my time trying to talk to practices. But Kevin and I were very, very close. Even after he was on, I would go out as the CEO and talk to people about the opportunity.

Q. The expansion in North Carolina, the -- when you referenced 27 sites, would that be 27 different independent practices or some were together?

A. Just sites. There was not a -- it was all one entity. I think there was some -- a lot of complications actually with going over the state line and I don't recall those details, but I remember the lawyers were having a lot of struggles trying to figure out how to do that appropriately.

Q. During the expansion time frame, the 18 months that you were there, did the equity of the partners at Colonial, the physician partners, did their equity change in any kind of way materially

that you observed, meaning up or down?

MS. BRYANT: Object to the form.

A. Yeah, I do think there -- there was some dilution with the way it worked. But I don't know that I can remember any details beyond how exactly that worked. And it was more of a theoretical dilution because, you know, until -- the way the structure was set up, until we actually had -- because the shares didn't, I don't think, have any value.

Q. And what decision making did the physician partners at Colonial have in terms of management during the, give or take, 18 months that you worked with the company?

A. You know, they -- they didn't really -- well, they had decision rights within their sort of -- their sort of small spectrum, but they didn't have broader rights. That was really reserved for the chief medical officer role.

Q. During the time frame that Dr. Katz was CMO, where did he work out of?

A. So he lived in Ohio and similar to me, he flew in and he spent most of his time at the sites, a little bit of time at the Fort Mill headquarters, but most of his time at various sites.

Q. And kind of at its peak of staffing, how many people worked at the Fort Mill headquarters?
A. Well, we had begun to move the billing operation up there and so I want to say, you know, 30 people at the peak.
Q. Were those 30 people new hires or were some of them already with practices prior to their employment at Fort Mill?
A. I think pretty much everybody that was there was a new hire and most of it, I want to say 20, 25 out of the 30, was billing people.
Q. Did those estimate of 25 billing staffers, did they staff billing for just Colonial or other practices as well?
A. Again, all the practices were under one umbrella so they were doing it for everybody.
Q. How many practices do you think, in total, was the billing, those 25 folks, were they billing for?
A. Again, there was no individual practice. We bought a practice that folded into the Colonial Family Practice structure, it became one, and so it was one big entity with 27 office practicing locations.
Q. And you, in the CEO role, did you visit those 27

sites?

A. I was in every site I think at least once, but as a -- as a non-physician, I could only do so much at a particular site so there wasn't a lot of value for me being in the site for very long. So other than observing and making sure things looked like they were going on, not a -- not a ton of time there.

Q. Did you ever visit the -- the Columbia location over on Forest Drive where Dr. Pridgen works?

A. Yeah, multiple times, even to consider things like I remember one of the silly things was Clay was very frugal and so even though they had a sign that could light up in the evening and it was operating as an urgent care arm, it wasn't lit up at night so you could drive right past it at night and not even know there is a practice there. So we agreed to get the landlord to let us get the electricity to the sign to light it up.

Q. Okay. And there's a Doctors Care located like, rough estimate, about a half a mile away from Colonial's practice on Forest Drive. Was there any type of competition that you're aware of between those two physician practices?

A. I think there was -- I guess I'd say there was competition with anybody who was operating as physician practice.

Q. Were there any other things that come to your mind about changes that you thought should be made at the Forest Drive Colonial location that would help its profitability?

A. We had -- we had space in the back and we were trying to figure out could we build that space out and then we began to build it out, and there was a question around whether we should put physical therapy or pharmacy or other -- other kinds of solutions or services back there. I don't actually recall where we landed but I know we took the rest of the space and we had started to, you know, refurbish it. I don't think we ever finished it.

MS. POLVI: Quick thing off the break -- or off the record.

(Off the Record from 11:16 a.m. until 11:22 a.m.)

BY MS. POLVI:

Q. Back on the record. We stopped off, we were talking about some things with the Forest Drive location, potentials for profitability increase, I think you talked about refurbishing it is where

we left off.

A. Uh-huh.

Q. What was involved with the refurbishment?

A. So we had to get the landlord to agree to let us make the adjustments to the space. I think they actually -- I think I had eventually figured out that they already owned the space as part of the -- the lease, they just weren't doing anything with it. And then there were a whole host of decisions around, you know, what would make the most sense, what was good for the area based upon what was around and the skill sets of the doc, etcetera.

Q. Does Colonial possess the full first floor of the building?

A. I think that that was the entire first floor. It was the back half from the street or back quarter from the street.

Q. Were physical therapy or pharmacy ever added to the Colonial location at Forest Drive?

A. I think I mentioned that earlier. Nothing was done. I think it was just left. We stripped it down and were going to do something but I don't think we ever finished it. We did move some things around. I think we moved either it was

urgent care to the front or urgent care to the back and tried to make the urgent care separate from the regular practice, the family practice piece.

Q. In terms of who, during your 18 months with the practice, which were the -- who were the physicians who worked at the Forest Drive location?

A. So Dr. Pridgen and Dr. Soto were the two primary ones. We had another guy that came in later, military background, I forget his name now. I think we had another one, Dr. Brown, maybe.

Q. And the one with the military background, would that be Dr. Morris?

A. I don't think that's the right name. I think it was something with a K. But he was pretty effective. I think he did pretty well on patient count.

Q. And was it your understanding that Dr. Pridgen and Dr. Soto had both been at the Columbia Forest Drive location for the longest?

A. I believe that was the case.

Q. For the Forest Drive location, did you at any time hire additional staff to work there during your 18 months?

A. Yeah, I mentioned this other doc, whatever the Dr. K. was, if that's the right last name initial. He -- he was new. And there was, I think, some PAs maybe, some lower level staff that we tried to bring in to help support the business and try to get it to grow.

Q. In terms of your opinion, was the patient count high enough at the Forest Drive location to merit adding additional physicians or PAs?

A. And that's sort of a balancing act, right, so we were trying to strike the right balance of how do we invest but not have the thing sort of be negative on its own but how do we get the patient count up. So it was an okay practice for us, it wasn't at all the best site.

Q. When the physician that you referenced, Dr. K., came on, was he a male?

A. Yes, he was.

Q. Okay. And how was his contract negotiated in terms of when he came onboard?

A. I just don't really recall. I think Clay was involved, but I don't really recall the details of that.

Q. And did Clay, Dr. Lowder, was he the source of recruitment for the addition of individuals to

work at Forest Drive?

A. Yeah, he tried to help everywhere he could so I think he was involved in the -- in that. The recruiter I mentioned before, Renee Anderson, was probably involved as well. My guess is she's the one who found him.

Q. And earlier in your testimony I think you referenced the practice had hired, I think, two recruiters and --

A. Correct. She was the first.

Q. Renee Anderson was the first. Who was the second?

A. I don't recall his name but he lived up in the Fort Mill area. It was a -- it was a male.

Q. And were those two recruiters on staff or on a more contractual basis?

A. They were --

Q. Like independent contractor?

A. They were on staff.

Q. At some point I think there was some discussion about Colonial opening a practice located off of Rosewood here in Columbia.

A. Correct.

Q. How did that come about?

A. I'm not even sure I recall how we got there.

But, you know, we were trying to grow the practice in any way we could, which included de novo, which means starting up a practice from scratch. I think we had brought in Equity Partners; that's literally the name of the firm. It's a real estate agency I used with the Hometown Urgent Care to do de novos. And I think they evaluated the marketplace and I think they found that that was a -- a strong site based upon the criteria that they had provided to us in terms of traffic count and that kind of thing. And I think we got Dr. Pridgen and Dr. Soto and others in the area's advice on whether that was a good site and whether it was too close or not. Not being from the area, you know, we needed people's input. And so that's some of the things that happened to get us to that spot.

Q. And my understanding is there was a purchase of a building at some point?

A. I don't think we purchased it. I think we only leased it. I mean, I'm almost positive we didn't purchase it.

Q. And did that, as you described, de novo practice kind of get off the ground and run at some point?

A. We had a ton of trouble. It was probably a big

mistake and just didn't have the right providers up here to -- to make it go.

Q. Were patients ever seen there or did it kind of dissolve before patients were seen?

A. We worked really hard to get everything set up and to, you know, invest in it and make it something that was going to work. I do remember walking through the building multiple times, but the last time I believe it was up and running and ready and I'm almost positive there were some patient visits but I think the count was way lower than it needed to be to be profitable and to operate effectively.

Q. Were additional physicians hired to work at the Rosewood location or were physicians already on staff going to rotate there?

A. I think we were trying to rotate there but because it was tough to start it up, I think we were also trying to get within the regulations, the right -- the lowest level of provider, like a -- like, again, a physician assistant, in there. And I think we hired one lady that we wanted to who was in the Columbia area. I can't recall her name either, but I think she was a pretty pivotal person that could have helped us with that.

Q. Did she stay on staff when that location ended up not opening or did she no longer work for the practice?

A. No, I think for a period of time -- I think there was some delay with opening it and then -- so I think the Forest Drive site was a little over-staffed for the time and then I think some of those people did go over there once we did open the doors.

Q. And did the -- but did that female PA stay on staff after that?

A. She stayed on, and I'm not sure which location she practiced out of. I think she practiced out of that site and then there was some other site where we bought the practice for some ridiculously small fee but it was a -- it was a mess of a practice and so I think she was also traveling out there and I want to say it was an hour away or something like that.

Q. And during the time frame that the Rosewood practice was kind of coming potentially into fruition, what time frame was that?

A. Towards the tail end and I'm not exactly sure where it fell in the mix. I just remember we were already, you know, worrying about whether or

not we could fund opening the thing even though we were, you know, our focus was to try to grow the number of sites to make ourselves attractive to somebody like United Healthcare who might buy a practice like that.

Q. So would it be a fair estimate to say 2017?

A. Probably. I think it was after '16 but -- we -- we grew like crazy and so I'm not exactly sure when that fell in the mix, but it wasn't -- wasn't in the first six months, that's for sure.

Q. For the Colonial specific, exclusive of other sites that are not Colonial affiliated, did you ever have any concerns about the profitability of Colonial functioning?

MS. BRYANT: Object to the form.

A. You know, in terms of like were there going concern is maybe the right way to say it, not until that March, you know, or April time frame when I discovered that the receivables were overstated, March of '17, so quite late. Otherwise, you know, we had things we had to cover like the debt load and whatever else, but we were doing exceptionally well from every -- you know, everything I could tell, and I was excited about what we were doing.

Q. For the differential in receivables that have came to everybody's attention, I think you've described as March/April 2017, was that localized to Colonial's practices or was that all 27 sites under the --

A. It was --

Q. -- the Family Care Partners?

A. -- it was all -- all of us.

MS. BRYANT: Object --

A. All of us.

MS. BRYANT: -- object to the form.

A. Oh.

MS. BRYANT: You can answer.

THE WITNESS: I can answer?

MS. BRYANT: Uh-huh.

A. Okay. It was all the sites.

Q. And just for the record, I want to define what you mean by receivables.

A. So once we send a bill out and the insurance company and/or the patient has an obligation, there is a period of time from that point of service or when the bill is sent to when you actually collect the cash and that -- that's the receivable.

Q. Okay. Where did you see the breakdown occurring

between what you thought were the profits and what ultimately were the profits?

A. Again, it was all -- mostly oriented around the receivables so it was mostly a matter of does, you know, pick a company, Blue Cross of South Carolina or some other payer, owe us X versus Y, X being a larger amount versus a lower amount, and were -- were we going to collect it.

Q. So was there any type of error in terms of what was being billed or was there some type of delay in payment or some other type of concern?

A. Multiple concerns ultimately. So both of those things you specified.

Q. And you've identified that Paul Miller didn't accurately depict these receivable concerns. Was there concerns from, I think you described about 25 billing staffers, were the billing staff not billing accurately?

A. We had hired a director of revenue cycle underneath Paul and I think, you know, she was doing the best of her -- the best of her ability and I think all the staff was. Just it's a very complicated thing. So, you know, I think they could have potentially done a better job at it but, yeah, that's the situation.

Q. Okay. And who was the director of revenue cycle?
A. I think the first lady we brought on was named Ann something or another. I don't remember her last name. And ultimately we hired somebody else after her because she -- we recognized that she wasn't effective enough.
Q. Was there any type of profitability threshold in place necessary to add other equity partners, meaning for Dr. Pridgen to become a partner?
MS. BRYANT: Object to the form.
A. I don't think anything beyond what we covered earlier.
Q. Earlier in your testimony you described, when I asked you about the 1,000 shares, the Class C, you said you hadn't received any type of value for those shares. Do you know why?
A. Yeah, the way the structure is normally set up is that, you know, when you do a transaction that's when -- when the shares take value, and it's just the -- I think it's more of a legal construct around making sure that the control and, etcetera, sits with the sponsors and others. But that's -- I don't know if could articulate much better than that.
Q. And if Dr. Pridgen had become a partner during

the about 18 months that you were CEO with Family Care Partners, would she have received shares like yours or something different?

A. I think everybody received the same. You know, everybody that was in management and the providers had the same Class C shares. I think maybe the original partners had a different class and certainly the PE sponsors did. So hers would have been, I think, similar to mine.

Q. And the -- the PE that you refer to, would that be private equity sponsors?

A. Yes, ma'am.

Q. And the -- those individuals would have been the Varsity individuals you talked about earlier in your testimony?

A. Correct.

MS. BRYANT: Object to the form.

Q. I hadn't asked you yet about kind of the end of your employment as CEO of Family Care Partners. Tell me how that came about.

A. So at some point after we decided we had to terminate Paul Miller and realized we had issues with how he was handling the books and how accurately he was projecting things, Dave had called me and said, "Hey, we're going to back

you, we're not going to give up on you, like we realize the situation and we were in it, too. We sort of -- well all missed it. And here's what we need you to do, you know, to fix this." And basically like I had done that prior March, go dive in personally and try to figure out everything I could do to fix it. But we were a big business by that point, we were, you know, 27 sites, and so it was pretty extensive, pretty significant. And we were also trying to solidify the North Carolina practice, if I remember right. And there was a bunch of other things going on. So the -- that four -- four-month period, roughly from March to July when they called me and said they wanted to terminate me for cause, it was a long, strenuous process trying to figure out how to get the business back on track and get the cash flow at an adequate level because we were burning cash. It was the worst experience of my career.

Q. With Paul Miller terminated and then you're kind of given some -- some direction to kind of delve in kind of more into the financials, did you have anybody that was kind of helping you at the time in terms of staff or employees that were kind of

your right hand?

A. So, you know, Kevin, the guy who was doing M&A didn't have a reason to do M&A anymore so he was trying to help out. Mike Jablon, who was, you know, with -- with Varsity, was trying to help out. Those two, in particular, were trying to dig into the receivables and figure things out. And they also brought a consultant in at some point. I forget the name of the consulting firm but they brought a consulting firm in who tried to go through and evaluate things. And -- and then the operating partner I mentioned as well. So there was quite a few people thrown at it to try to figure out how to deal with it.

Q. The operating partner, just so I'm sure who you're speaking about, who -- who are you referring to?

A. I don't remember his name. It was the third partner though at Varsity. So it was Kenton and then Dave and this other guy who came in towards the tail end.

Q. Was it Ron --

A. Ron doesn't sound familiar. I think it was something -- some other name.

Q. How about Steven Bressler?

A. No, that's the other guy out of California that I mentioned earlier, Steven. But that was a different guy, he was actually a partner. Steven was just a -- one of the staff.

Q. What about Ronald Piccione, does that ring a bell?

A. Oh, no, that's the guy who was -- yeah, he was on the board, too, that's right. He was down out of Charleston. Not -- not Ron.

Q. Well, we might see some documents later that if you remember the name of the operating partner later.

A. He might still be sitting in LinkedIn or something. You could probably go find him.

Q. Right. Well, just during the scope of your testimony, if we run across his name maybe in one of the exhibits, just feel free to tell me at that time.

A. Okay. Sure. I'm sure I'll remember it if you come up with it.

Q. Okay. The consulting firm that you referenced being hired, who hired the consulting firm?

A. Varsity did.

Q. Did you receive any type of paperwork from that consulting firm about the value of Colonial?

A. I don't think they were -- set out to create the value. I don't think they were -- that wasn't their charge. Their charge was to figure out specifically receivables and cash flow and maybe operations of the practices, but it wasn't related to the value of the practice.

Q. Did the consulting firm provide any information that you found to be of assistance?

A. Yeah, they had lots of ideas that were really specific to billing and, you know, were sort of something that you wouldn't expect to see being the details on, but -- but it seemed practical and seemed prudent and seemed appropriate to put in place.

Q. Were the consulting firm's detailed billing recommendations implemented?

A. Many of them, I think, were. I think a lot of things they -- they came back and said, "Actually, you guys have already done some of these things, so." So some of the things were done, but I think some of the others were put in practice. And I know they generated a written report that said here's how to -- how to do things more effectively.

Q. Of the billing ideas that you recall, which do

you think were the most effective in terms of implementation?

A. I don't think I remember any of the specifics around it. It was really nitty stuff, you know, like collecting co-pay at the front, you know, at the front desk and that kind of thing.

Q. For this time period of April to July 2017, what meetings as a board body did you attend? And that could be any of the boards, if there was multiple.

A. It was disjointed during that period of time because it was such a frantic, sort of chaotic, period. I don't know if we actually held a board meeting officially during that time. There was a lot -- there was a lot more interaction between myself and the Varsity guys and a variety of other people that had skin in the game, but I don't know if we had an official board meeting.

Q. When you became CEO of Family Care Partners, did you have to make any initial investment?

A. I did not.

Q. When your employment ended as CEO, did you receive any final compensation or any type of exit plan?

A. Nope. In fact, they actually owed me money, even

including travel expenses that I was never paid.
Q. Who do you attribute to be responsible for having not paid you the outstanding travel expenses?
A. Varsity Healthcare.
Q. Did you contact them seeking that compensation --
A. I did.
Q. -- or reimbursement? How did they respond?
A. They said no. It was a pretty ugly parting.
Q. What do you recall from that ugly parting?
A. I recall being called on holiday, as I said, I think it was 7/3, told I was terminated, told I was being terminated for cause so there was no severance either. And eventually, as I tried to at least recover what I thought I was owed in terms of travel expenses, I was told that they had been instructed, they being Colonial Family Practice, that they were not going to reimburse me.
Q. Who did you attribute that decision to be coming from?
A. Dave Alpern.
Q. And was Mr. Alpern the person who terminated you on that call?
A. Kenton was on the call, too, but Dave did most of the talking.

Q. And I think we've established on the record but just to confirm, the termination was over the phone, not in person?
A. That's correct.
Q. About how long did you and Mr. Alpern and Kenton speak with one another during that call?
A. It was really short because I was really pissed.
Q. Did you have any inkling that that would be happening?
A. Well, certainly the firm was in trouble for months that we had discovered, but I was not expecting them to do that or not hoping that they would do that because I was doing everything I could to fix the mess that we had initially agreed was all parties' faults. But it was what it was.
Q. When Mr. Alpern referred to the termination being for cause, did he tell you what he was attributing as the cause?
A. I think there was something specific in my contract, I don't exactly know what the legal language was, but basically, you know, ineffective management.
Q. Based on your understanding of your contract, did Mr. Alpern and Kenton have the authority to

terminate you?
A. They did have the authority, yes.
Q. And did you oppose your termination?
A. I did.
Q. How did they respond to your opposition to being terminated?
A. Fight us on it.
Q. Did you have counsel assisting you?
A. I did bring in counsel.
Q. And who was your counsel?
A. I initially had Mark McCarthy take a look at it and then he gave me a reference because he had been doing work with the firm, with Colonial, on other matters.
Q. And who did Mr. McCarthy reference you to?
A. I don't recall the lady's name now. Cathy something or another out of Columbus. But she only looked at it for a few weeks and decided that I was going to have to burn a lot of money to get the money back.
Q. And I'm not going to delve into any legal advice she gave you. In terms of the follow-up after your termination, did you file any type of action against any of the business entities?
A. I chose not to.

Q. And as you said, I think you recall, it sounds pretty clearly, that you were terminated sometime around that holiday time frame. You recall it being the day before Fourth of July?

A. I think that was right.

Q. Okay. Did Mr. Alpern or Kenton provide you any details of what they were attributing to be ineffective management?

A. I don't know that there was anything definitive. I think there was a written letter that they sent to me at some point, but I think it was just using the general terminology in the contract and I don't think it was specific.

Q. Had you been put on any type of notice prior to the termination call?

A. No formal notice.

Q. And at some point between the end of Mr. Miller's employment and the end of your employment -- actually, it might not be in between, I might be getting my timeline confused -- but are you familiar with when Dr. Katz's employment ended?

A. I've got to think about that. I think he was still there after I left.

Q. And actually now that I'm thinking back, I think he was there until August and you were there till

July.

A. Okay. That would make sense, yeah.

Q. Having had a prior relationship with Dr. Katz, you knew one another before he worked with Family Care Partners, correct?

A. That's correct.

Q. Did you and he speak when you were terminated?

A. We had some kind of conversation around it. He -- he was very -- is a very professional individual and so, you know, and that's the way I operate, too, so we tried to keep things at an appropriate level, which was just the facts and some consultation as to whether or not he was thinking about suing Varsity.

Q. And what basis had you and he discussed as to why to sue Varsity?

A. To recover bonus money that was due and to recover severance money that was due, as well as the small $4,000, I think it was, travel and entertainment expense.

Q. Did you participate at all in Dr. Katz's legal claims?

A. No.

Q. Have you discussed with him how his claims have been resolved?

A. I had asked him about it at some point. He had told me that he wasn't at liberty to share that and I respected that and left it alone.

Q. When did you become aware of Dr. Pridgen having a case in which you are named?

A. It was fairly recently. A few months ago. Whenever it was that you, finally, and I spoke.

Q. Do you know whether or not you have insurance coverage that covers the claims in which you're named?

A. I believe I do as a part of being backed by the entire entity.

Q. And have you ever received any notification from any insurance company that they are not going to cover any of the claims filed in this case?

A. I don't think so.

Q. When is the last time you spoke with Dr. Katz?

A. It's been awhile now. Maybe six months.

Q. And what did you and Dr. Katz talk about when you -- you spoke about six months ago?

A. I think he had said, actually, before I spoke with her that -- that I might be being involved in this suit, but I had no formal written information to that regard. And Dr. -- not Dr., Mr. McCarthy said, you know, if you're not named,

then, you know, we'll wait until we see something. And he was officially appointed in charge of, hey, you handle this thing. I've been in the midst of growing the business I'm in now and acquiring a company so the last six months or so have been, nine months, have been insane.

Q. And if my recollection serves me right, I think you said it's growing in New Jersey; is that right?

A. So it's based in New Jersey but it's got offices in Atlanta, it's got offices in Tampa, it's got -- the company we just acquired is in St. Louis, and there's also an office in Kansas City, if I didn't mention that.

Q. And you serve in an executive operational role?

A. That's correct.

MS. BRYANT: Shannon, if you don't mind, I need to take a quick call.

MS. POLVI: Sure.

MS. BRYANT: Okay.

(Off the Record from 11:57 a.m. until 12:15 p.m.)

BY MS. POLVI:

Q. I think we left off kind of generally on the topic of your last communications with Dr. Katz. I think you estimated about six months ago. When

you spoke with him six months ago, what did you and he discuss about this case?

A. I think he had said that he thought, you know, it was going to end, that there was no merit to it, and -- and I -- I think he had indicated that -- and I wouldn't be receiving anything, that it was just sort of over, from what he understood.

Q. Did you discuss anything else?

A. I don't think so. I think it was pretty basic.

Q. Did y'all have any communication about what the actual claims were within the case?

A. No, he's, you know, pretty professional so he's like, you know, I'm just not going to get into it, there's other stuff to talk about, just Ohio State football and whatever else.

Q. Did you speak with Dr. Katz after he was deposed in this case?

A. I don't know when he was, so I don't know how that timing falls out. But I assume that, you know, when he was concluding that it was over, it must have been after.

Q. And when you spoke with Dr. Katz, as your estimate is about six months ago, would that be conclusively it was sometime within the year 2019?

A. Correct.
Q. When is the last time you spoke with Clay Lowder, Dr. Lowder?
A. Sometime before I was terminated. I think I had gone down there maybe a month before I was terminated. The Varsity guys had suggested that I apologize for not having been able to identify the issues and for anything that we blew or I blew and I talked to him at that point. That's the last time I talked to him.
Q. Who were the persons who encouraged you to meet with Dr. Lowder at that time?
A. I think it was mostly Dave Alpern.
Q. And how did Mr. Alpern make that recommendation?
A. Just via a phone call. And, you know, again, we were trying to figure out how to put the pieces together and get the thing back on track and he just said, "You know, you really ought to call these guys and talk to the partners because we need these guys in the game and them believing and -- and you ought to apologize."
Q. How did the meeting with you and Dr. Lowder go?
A. It was fine. I mean he -- I think he understood that, you know, I was doing everything I could and he was as surprised as everybody else was.

And, you know, none of us were happy. You know, there was a lot of -- there was a big opportunity here that could have -- could have been great for everybody. But he was very reasonable and appropriate about it and I think he even, you know, shook my hand and maybe even gave me a hug.

Q. So during your conversation with Dr. Lowder, I think you described about a month before your end of employment. So would that have been June 2016?

A. Yeah, exactly. Could have been May but somewhere in there.

Q. About how long did you and Dr. Lowder meet on that occasion?

A. It was pretty short. I know there was several of the key providers in that Sumter headquarter office practice location and I met with him and I met with everybody that I could find that was there. I don't recall who all I met that particular day. I think I might have even swung back another day to try to meet everybody else besides him. But it was ten minutes or maybe less.

Q. And were the -- you -- you referred to everybody. Would those have been the physician partners?

A. Like Grunsky and Whaley and Jason, I think was his name. He was another -- there was a couple of guys, four or five guys, in that office that were, you know, very high producers and critical partners.

Q. Did anyone other than Dr. Lowder and yourself speak during the time that you were there at the Sumter office on that occasion?

A. Yeah, I mean I got -- I think I did catch up with Mr. -- Dr. Myers. So I probably talked to, I don't know, five or six people. Probably said hi to staff and just general stuff like that.

Q. During your conversations with the physician partners, did they attribute any kind of blame to you or anybody else about financial status of the company?

A. You know, they're -- they're good people so they didn't get into that and they weren't -- I was there to apologize, they were there to sort of listen. I'm sure they were frustrated as hell but they did not say anything like that.

Q. And you referenced going to the Sumter office. Did you, at any time in this kind of end of employment time frame, go to the Columbia office off Forest Drive?

A. I think I did because the idea was to talk to most of the -- the key people. So I may have actually made a trip to see Dr. Soto. I don't recall. I might have called him as an option. I just don't really recall.

Q. During your conversations with any of the physician partners of Colonial in the time frame after kind of this receivables issue comes to light, did any of the physician partners ever tell you any amount that they felt they were losing as a result of this receivables issue?

A. No, I don't think anybody speculated on it. But, you know, it was -- you know, it was a horrible situation, so. There was a lot of things that were unknown. I mean we were -- we were trying to even get the auditors to sign off on an audit and had agreed to what the, you know, the financials looked like. And we had debt covenants that depended upon those financials. And I don't know that the audited financials ever got produced. They were supposed to be produced by 4/30 and I don't think they were.

Q. Who was performing the audit that you're referring to?

A. I think it was E&Y. I had wanted to ask to use a

smaller firm but I think -- I think that it was E&Y, if I'm not mistaken.

Q. And what was E&I, excuse me, E&Y tasked with auditing?

A. Traditional financial audits of the company, financial report of the company.

Q. And as of the time of your departure, you had not seen any results from any audit by E&Y?

A. I don't think I saw an official. You know, often you'll see like a draft audit financial statement with, you know, an unqualified opinion ideally, I don't think I saw that ever produced. I think there were some notes and there was a bunch of discussion around the receivables and what they thought they had found. And, you know, a lot of dialogue around, "Okay, if you found it, did you tell Dave Alpern you found this," which I encouraged them to do and they didn't do until very late and I had to mention it to Dave. But I don't know that anybody saw an official draft. And, again, I don't even know if one was ever produced.

Q. With regard to your reimbursements that were outstanding as of the end of your employment July 2017, who -- at one point you referenced that

Colonial was not willing to pay that reimbursement. Was that Dr. Lowder's decision or someone else's?

A. Yeah, I think --

MS. BRYANT: Object to the form.

A. Yeah, I think I mentioned it was Dave Alpern anyway.

Q. In terms of your understanding of how the Colonial practice worked, who was the primary decision maker or decision makers in terms of how like the Sumter office and Columbia office were functioning?

MS. BRYANT: Object to the form.

A. So the way it worked was, with respect to how these things can work in a medical practice, there has to be a -- a doc who's making the medical decisions, management can't make those decisions, so it was working that way. It was either Clay or Dr. Katz. And then management decisions were made by the Varsity guys, they had the ultimate authority. They had control of the board and they were making the ultimate decisions.

Q. I want to follow back to the Rosewood location. Were you still CEO when an eviction notice for

lack of payment was posted for the Rosewood office location?

A. I don't believe I was. I don't recall that so I don't think so. It must have been afterwards.

Q. And the -- I think we might have referred to him at some point as Dr. K., the military physician that you referenced.

A. Uh-huh.

Q. If I said the name Dr. Russ Trigg, would that refresh --

A. Yeah, that's it.

Q. -- your recollection?

A. Yeah, Trigg. Yep.

Q. Okay. So the person that we talked about earlier in testimony, Dr. K., is Dr. Russ Trigg?

A. That's correct.

Q. And he initially was hired to work as a physician at the Forest Drive location in the urgent care facility?

A. I believe that's right. And then I think we figured out he lived in Sumter, which nobody seemed to know, so he was driving from Sumter up to Columbia. And then we had bought a practice in the Sumter area, a town over, and -- and we just said, "Hey, can you be the urgent care guy

over there?" I think he started spending time doing that.

Q. And the -- the Forest Drive urgent care location did not have enough patients to sustain keeping that office open, correct?

MS. BRYANT: Object to the form.

A. Forest Drive?

Q. The Forest Drive urgent care part. So in terms of I think you described it earlier in testimony, there was the -- the normal kind of day-to-day --

A. Family practice?

Q. -- family practice and then there was an urgent care area. Are you aware of, at some point, the urgent care portion closed down?

A. No, that must have happened after I left, too.

Q. But at some point, Dr. -- during your time still with the Family Care Partners, Dr. Trigg went from working in the Forest Drive location to working in Sumter?

A. Yeah, or the nearby town. I forget the little town, I just remember the buildings, but yeah, somewhere over there. I think that's what he was doing. Again, we -- when we got to 27 sites and had a boatload of docs, I wasn't paying attention to every single doc, it was not practical.

Q. And Dr. Trigg was hired by Dr. Lowder?
A. I think Dr. Katz was involved in that decision making, too. I think that was the right time.
MS. POLVI: And this is a good enough time to stop.
COURT REPORTER: Okay.
MS. POLVI: We can just take a lunch break and then pick back up.
(Off the Record from 12:28 p.m. until 1:06 p.m.)
BY MS. POLVI:
Q. Okay. We're back on the record from lunch. We've kind of talked about it in some different contexts of questions but I don't think I've asked you directly yet as to what is your understanding of why Dr. Pridgen is not a partner?
A. In simple terms, didn't meet the criteria before we got there to be a partner and I don't think the criteria ever got formalized while she was there. And I guess the add is the firm was in different states where the value of it was undetermined and that wasn't something that was a focus, like I've said a bunch of times.
Q. Do you dispute that Dr. Pridgen did not become a partner because she is female?
A. Absolutely.

Q. And why do you assert that Dr. Pridgen's sex was not a reason for her not becoming partner?
A. Wouldn't have been a factor.
Q. And Dr. Baker was not required to meet a patient threshold, correct?
A. He had a different kind of a practice, right, he was a neurologist, not a normal family care practitioner. And so what was used was the revenue that he brought in, which as I said before, was substantial, like far above I think almost anybody else.
Q. But it's accurate to say that he did not have a patient number threshold?
A. It's accurate but it's not relevant.
Q. And Dr. Baker did not have a quality threshold that he had to meet to become partner?
MS. BRYANT: Object to the form.
A. I think he actually did in -- in subjective terms.
Q. And what are you referring to when you say he had -- Dr. Baker had quality subjective term requirements?
A. I think they were more related to the things we referenced before that were under consideration like patient satisfaction.

Q. And when Dr. Baker was made partner, did the individuals who were making that decision, including yourself, look at patient satisfaction surveys when making that decision?

MS. BRYANT: Object to the form.

A. I believe a whole variety of things were looked at, so yeah. I don't recall the details.

Q. And you and Dr. Lowder had discussed early on with your start with Family Care Partners that Dr. Baker and Dr. Pridgen were seeking partnership. When was there a deviation from making both Dr. Baker and Dr. Pridgen partnership?

A. It was a multi-month period. Like, you know, there was this idea about making him a partner and, you know, again, it wasn't a focus so it kept -- the can kept getting kicked down the road. And then, as I remember it, there was a lot of discussion around, well, what are the criteria, how do we make these decisions, just period, that went well beyond those two but anybody else. And then some place further down the road the decision was made that to lose him was too critical given the revenue he was bringing in and given the cash issues we had and

whatever else. And so that was an easier decision for the firm.

Q. Had Dr. Baker ever told you that he would leave the practice if he was not made a partner when he was made partner?

A. Before that, in one of the conversations that I had had with him, he had something about, you know, other options that he had. I don't think it was something that was a huge risk, but I think it was on his mind so it was a concern of ours.

Q. And with whom did you discuss the conversation with Dr. Baker at least mentioning that he potentially had options elsewhere?

A. I'm sure it was with Clay and Dave.

Q. Clay Lowder and Dave Alpern?

A. Correct.

Q. I think we've covered this but I just want to make sure that we have. Dr. Baker was never issued a list of requirements, correct, to become partner?

A. I don't -- you know, I don't think there was a -- a list that was ever, you know, documented. So, no, I don't think he saw a list.

Q. And the same; Dr. Pridgen was not issued a list

of requirements in order to become partner?

A. He was less pushy about being a partner. She was very pushy about being a partner, so I think she pressed for that multiple times. I tried to get a list that was sanctioned but never got there. And then I think Dr. Katz got closer but never got voted on. But I think he at least had started to develop criteria around patient -- number of patient visits and the quality criteria and I think they talked about that. I understood that they talked about that.

Q. And when you reference with Dr. Pridgen pushing for partnership, during those times do you recall her referencing that the company had a contractual obligation to her for that?

MS. BRYANT: Object to the form.

A. I recall her asking that question and I think I looked at the contract and found out that wasn't accurate.

Q. And how did you interpret the contract?

MS. BRYANT: Object to the form.

A. As I remember, the contract, and it's been a long, long time, I think it said you have a possibility or potential, something like that, and there's no guarantees in it, there's no --

there's nothing of the sort.

Q. Did you look at Dr. Baker's contract to affirm whether he had any term like what you read in Dr. Pridgen's?

A. Pretty sure I looked at both of them at the same time for the same reason.

Q. What was your interpretation of what you read in Dr. Baker's contract?

A. Same thing.

MS. BRYANT: Object to the form.

A. I don't think he had any -- there was no guarantees in it.

Q. After Dr. Pridgen raised those concerns about not being made partner, what happened in the management levels above her that you're aware of to address those concerns?

A. Well, I think she made those concerns a couple -- raised those concerns a couple different times and it was always a matter of, "Hey, we would like to do something. Here's what we need to see in terms of the visits." And she had admitted she was not at the visit count. I think the last time I talked to her, she was close to getting the visit count that was being discussed but the problem was -- was being perceived as more

valuable was the quality criteria and those were not finalized so, you know. And then, as I said, we got so distracted by the cash situation so talk about that wasn't -- didn't even make sense. Potentially, there was no value so why would you even talk about that.

Q. Did you ever have that discussion with Dr. Pridgen about -- about that?

A. Once Gary got in there, I think I started having less and less conversations with any doc.

Q. And the Gary you're referring to is Dr. Katz?

A. Yes, ma'am.

Q. In terms of the CMOs, Dr. Lowder and then Dr. Katz, in what ways did you rely upon them in terms of their responsibilities?

A. So they, you know, they had full responsibility for anything clinical, how things were coded, what docs should be on schedule and when and where to move them around, basically anything and everything related to the -- the practice of the medical clinical side.

Q. Were you present during any kind of transitions, so to speak, between Dr. Lowder and Dr. Katz when there was the change from one to the other in the CMO role?

A. Yeah, I'm sure. You know, there was several discussions because it was a little bit of a challenging time to even present this idea to Clay that he wasn't going to be the top dog, so to speak. So I think there was multiple conversations. They were -- you know, Gary had been on the board for a while though. But I think when those two got together to, you know, sort of make that transition, they did it without me there. There was some pre-kind of meetings to set it up, but that was it.

Q. For the CMO transition from Lowder to Katz, was it a board vote or your decision or some other body that made the decision?

A. I'm sure there was a, what I would think anyhow, that there was a recorded board vote to do that. But I don't really recall how we -- how we ended up doing that. There was -- it was something that played out over months because I brought him onto the board, you know, we had him on the board for several months before he came into the company.

Q. When Dr. Pridgen brought concerns about becoming a partner and contract concerns to you, what did you do to address those?

A. You asked me that just a second ago I think, and I'd say the same thing. So, basically, we had some meetings, I tried to help, tried to get some facts around what the criteria was, tried to figure out how to establish the criteria, and we just never got there.

Q. How many meetings do you recall having with Dr. Pridgen in person?

A. Related specifically to the partnership or just in general?

Q. In general.

A. I don't know. We probably met at least three times and I'm sure I saw her in the office when I was up in the Columbia office because I stopped there somewhat periodically just because it was on my way up to the Fort Mill office and back to the airport.

Q. And how many times do you recall a meeting with her in person in which you spoke about partnership?

A. I think there was two that I can recall. One was the cafeteria where there was the recording, or this restaurant rather. I think it was at breakfast. And then I think there was one up in the actual Forest Drive office.

Q. And let's go ahead and, since we've kind of naturally kind of come to that, the recording that you just referenced in your testimony, let's talk about a couple of parts in that. Forewarn you, there's some background noise.

MS. BRYANT: It's hard to hear.

MS. POLVI: But --

COURT REPORTER: Just can you send me the actual recordings, too?

MS. POLVI: Sure.

COURT REPORTER: You want them transcribed into the record, though, what you play?

MS. POLVI: Well, the full -- full thing is, I think, about a little over an hour. But for now, I'm just going to play different -- I'm not doing the full -- full hour. That's going to take us forever. I'm just going to play a couple of key parts that I want to --

COURT REPORTER: That I will put in the record?

MS. POLVI: Yes.

COURT REPORTER: Okay. And if you --

MS. POLVI: And I'll probably be like pausing, backtracking.

COURT REPORTING: That's fine.

MS. POLVI: Because again, for us all to hear --

COURT REPORTER: I'll make it make sense.

MS. POLVI: -- I might do it a couple of times.

(Off the Record Discussion)

BY MS. POLVI:

Q. So first I'm just going to start at the beginning, which on this recording is Dr. Pridgen saying the date, essentially, of when you and she are meeting. I want to play that and then just confirm if you recall meeting with her at that time.

(Recording is played.)

DR. PRIDGEN: July 16, 2016, 8:00 a.m. meeting with Tom Watson regarding partnership.

Q. Do you recall meeting with Dr. Pridgen around 8:00 a.m. on July 16, 2016?

A. At some point. Like I said, we met twice so this must be the restaurant one is what I'm guessing since there's apparently background noise, which I did not know she was recording me in, but so be it.

Q. So I'm going to a time stamp of about 15:50 in that recording. Kind of the initial part of the recording is y'all greeting one another and some conversation that I'm not going to ask about

right now.

(Recording is played.)

MR. WATSON: So Clay -- (inaudible) doing this. Clay told me that you guys talked and we had a little text back and forth. So I think you guys didn't really have a great big discussion?

DR. PRIDGEN: No, not really. He -- essentially, the discussion went like this. Like, you know, I met him up in Sumter one day for lunch and let me know (inaudible) partnership. I said, "You know, what's the plan?" And he said, "Okay, so, you know, yeah, we are going to offer you partnership but we need to get your numbers up to at least" ...

Q. So in that portion, and I'm -- I'm happy to play it a couple of times, what I hear is you say so Clay told me you guys have talked, and then there's some discussion about some text message communication. And then Dr. Pridgen saying Clay said that they're going to offer partnership. Do you want me to replay and confirm that's what was

said?

A. You might have to play that a --

MS. BRYANT: Object to the form.

A. -- hundred times. That's like so friggin bad.

(Recording is played.)

MR. WATSON: Clay told me that you guys talked and we had a little text back and forth. So I think you guys didn't really have a great big discussion?

DR. PRIDGEN: No, not really. He -- essentially, the discussion went like this. Like, you know, I met him up in Sumter one day for lunch and let me know (inaudible) partnership. I said, "You know, what's the plan?" And he said, "Okay, so, you know, yeah, we are going to offer you partnership but we need to get your numbers up to at least 550 or at least in the 500's. Do you think you can do it?" I said, "Sure, I can do it." I said, you know ...

Q. Where I hear is that you're saying that Clay told me you guys have talked, meaning that Dr.

Pridgen, and she had spoken with Dr. Lowder.
A. Uh-huh.
Q. Is that accurate to what you said --
A. I think I heard --
Q. -- paraphrasing it?
A. -- I think I could hear that in there, yeah.
Q. And then she says that Dr. Lowder, Clay, said they're going to offer you partnership but you need to get your numbers up to 500 or 550.
A. Okay. I didn't hear that much detail but I heard the gist of you need to get your numbers up. I did hear that piece.
Q. Well, let's play again in terms of --

(Recording is played.)

MR. WATSON: Clay told me that you guys talked and we had a little text back and forth. So I think you guys didn't really have a great big discussion?

DR. PRIDGEN: No, not really. He -- essentially, the discussion went like this. Like, you know, I met him up in Sumter one day for lunch and let me know (inaudible) partnership. I said, "You know, what's the plan?"

And he said, "Okay, so, you know, yeah, we are going to offer you partnership but we need to get your numbers up to at least 550 or at least in the 500's. Do you think you can do it?" I said, "Sure, I can do it." I said, you know ...

A. Okay. I heard the 550, which sounds like what I had remembered anyway.

Q. Right. And Dr. Pridgen is telling you that in a meeting that's she recapping to you, that you seemed to be aware of because you talked about you knew that they had spoken with each other --

A. Uh-huh.

Q. -- that Dr. Pridgen was being offered partnership?

MS. BRYANT: Object to the form.

A. Well, that's what she says in there. I don't know if that's accurate or not.

Q. Well, at the beginning of the excerpt that I just played, you say, Clay told me you guys had talked. So at some point you and Clay Lowder talk about a discussion of partnership prior to this July 16, 2016, recording. When you and Dr. Lowder talk, is that about making Dr. Pridgen

partner?

A. Yeah, the context is around potential to make partnership, it's not about an offer to do that.

Q. And the phrase that is used by Dr. Pridgen, at least in recapping, is she says Dr. Lowder said we're going to offer you partnership but you need to get your numbers up. So are you saying that they are -- one is hinged on the other?

A. At the time, that was one of the criteria, absolutely.

Q. Okay. Let's keep playing.

(Recording is played.)

DR. PRIDGEN: ... that's where we are, and it's going to be a hundred grand I think. And then he told me the percentage and he told me the other guys, he told what their percentages were. And then we started talking about lawsuits.

MR. WATSON: Lawsuits?

DR. PRIDGEN: There's a lawsuit -- a lawsuit with --

MR. WATSON: Jeremy Williams?

DR. PRIDGEN: And that was the extent of the conversation about partnership.

Q. So there's, and I can replay it, but there's some discussion about percentages and then there's reference to a lawsuit by Jeremy Williams. Were you aware of a lawsuit filed against the practice and Dr. Lowder filed by Jeremy?

A. I vaguely remember the Jeremy Williams case, yeah.

Q. And what was Jeremy alleging against the practice?

A. I don't recall the details.

Q. And there's references to percentages, if we want to go back a little bit. Do you know what percentages that's referring to?

A. I don't.

Q. I'm just going to replay it because I don't remember where it exactly started so I just brought it back to 15 minutes and 51 seconds.

(Recording is played.)

MR. WATSON: Clay told me that you guys talked and we had a little text back and forth. So I think you guys didn't really have a great big discussion?

DR. PRIDGEN: No, not really. He -- essentially, the discussion went like

this. Like, you know, I met him up in Sumter one day for lunch and let me know (inaudible) partnership. I said, "You know, what's the plan?" And he said, "Okay, so, you know, yeah, we are going to offer you partnership but we need to get your numbers up to at least 550 or at least in the 500's. Do you think you can do it?" I said, "Sure, I can do it." I said, you know -- he said, "Okay, well, then that's where we are," and it's going to be a hundred grand I think. And then he told me the percentage and he told me the other guys, he told what their percentages were. And then we started talking about lawsuits.

Q. So I think when I replayed it straight through, the percentages, there's talk about $100,000 and then about percentages. My understanding of that is what would be the buy-in for Dr. Pridgen and then what percentage of ownership she would have as a partner. Is that your understanding?

MS. BRYANT: Object to the form.

A. The $100,000 is a number that rings a bell. I think that's what Gary had to put into the practice, which I think most of the people that did that lost that. And the percentages would make sense to be related to the percentage of equity, but I don't even know if they would have told somebody that because that's not the way that private equity space normally works.

Q. Okay. And I just had paused. I'm just going to keep playing from there and then I have another portion that I want to ask you about later in the -- like the 17 minute mark.

(Recording is played.)

MR. WATSON: Lawsuits?

DR. PRIDGEN: There's a lawsuit -- a lawsuit with --

MR. WATSON: Jeremy Williams?

DR. PRIDGEN: And that was the extent of the conversation about partnership.

MR. WATSON: Okay. And you saw my criteria, right?

DR. PRIDGEN: Yeah. Although, I didn't -- one thing I didn't understand, I didn't understand what ACO meant.

MR. WATSON: Oh, kind of a peer

organization. Here I'll put (inaudible). See where (inaudible). All right, so here's the (inaudible). So -- so we did -- did this analysis to figure out where folks stood at. Do you know the term TTM, trailing 12 months?

DR. PRIDGEN: No.

MR. WATSON: So this is the last 12 months (inaudible). This is what a partner, existing partner, has. This is where you are. (Inaudible.) And you can sort of see where the 550 ...

Q. Okay. So the portion that I just played, what I hear on the recording is that you and Dr. Pridgen are looking at a document and you're looking at what are the patient number statistics for all the physicians at Colonial. And then at some point in the testimony, or excuse me, in the recording, you reference looking at existing partner numbers. And then at the end of the portion we just listened to, you referenced that Dr. Stewart is lagging behind the expectations. Is that accurate to what you recall occurring?

A. I didn't hear the Stewart -- Dr. Stewart thing but I did hear the trailing 12 months of patient data, which is exactly what I referenced earlier in the deposition, so that makes sense. But I wouldn't be surprised that -- in fact, as I recall it, if I remember right, Dr. Stewart was at some points not doing as well as he should have done relative to that 500 mark or whatever the threshold was.

Q. And that was at the tail end of where I just played so actually I can go back a teeny bit.

A. But he was an existing partner so it wasn't like -- there wasn't a comparison really. He was a partner before I got there.

Q. Did the practice, while you were there, ever reprimand any physicians for not meeting any particular patient visit numbers?

A. I don't know if I'd use the term "reprimand," but Clay was pretty harsh on people who weren't meeting their numbers and he would definitely go talk to them about it and say things like, "You've got to get your numbers up."

Q. And what threshold, if any, was there for what the practice was wanting each physician to do numbers-wise?

A. The same threshold for everybody, the 500, 550. I think -- I think at one point they had 500 as a level, you know, if I could have found that mysterious Whaley document. And then I think it was more of a, hey, you know, given the way the cost structure works, 550 is a more appropriate number. But, yeah, so that was sort of an understood thing out there, as loose as that sounds.

Q. So I want to go back a teeny bit to where we left off and play the next portion. It's going to run for about a minute and then I'll ask you about that. And I'm at 17:55 is where I'm about to play from.

(Recording was played.)

MR. WATSON: And you can sort of see where the 550 comes from. Stewart is, you know, lagging. We're actually, we're going to move him over, he wants to move (inaudible) desperately, move him over by (inaudible) at 308, sort of taking the rest of the building. (Inaudible.)

DR. PRIDGEN: So I've seen -- I've seen all this like one time.

MR. WATSON: (Inaudible.)
DR. PRIDGEN: Yeah, I wasn't impressed when I (inaudible).
MR. WATSON: So this was a lot better for us. So I'm hoping that helps him. He's a great guy.
DR. PRIDGEN: Oh, my gosh --
MR. WATSON: He's a great guy.
DR. PRIDGEN: All my partners are super nice.
MR. WATSON: Yeah, they really are.
DR. PRIDGEN: Yeah.
MR. WATSON: So anyway, (inaudible) that.
DR. PRIDGEN: Okay.
MR. WATSON: But yeah, so the five -- that's where the 500/550 came from. And then the rest of the criteria. So the ACO, you asked about that.

Q. Now, I'm a little confused. You used the phrase "That's where the 500 to 550 came from." What were you referring to?

A. It sounds like the table of everybody's patient visits, which would make perfect sense, right. Here's what everybody's doing, here's the trailing 12 months, here's where we need people

to be.

Q. And there's some kind of reference to a building and I can replay it, but do you know which building you were referring to?

A. I couldn't make all that out. It sounds like it might have been either the one that we were trying to expand or one of the sites we were looking at to move into up there.

Q. Okay. And that would be in the Columbia area?

A. Yeah, correct.

Q. And do you recall Dr. Pridgen, maybe not at this point of the conversation, but at some point in this conversation, referencing about that by adding other physicians it was going to be hard for her to meet that patient threshold if she's having to share her patients with new doctors?

A. I don't know that I heard all that in there, but I do recall that kind of a conversation. But we had a lot of space up there so you needed -- you needed to use the space. And we also had issues relative to trying to find docs that were really strong, and so we were trying to find really strong docs and we didn't necessarily have that up there.

Q. But would you agree that the addition of doctors

to the kind of Columbia market for Colonial was aspirational in the sense that there wasn't an overload of patients needed for hiring a new doctor?

MS. BRYANT: Object to the form.

A. Yeah, I -- I don't -- sort of think about it the other way; like docs bring patients, you know. It's not about the patients coming to a site; we were expecting docs to bring in 500 by themselves. If you look at the Sumter site, they had tons of patients going in there and there was, you know, a bunch of docs running around that site. It's because they were good docs, quality docs, people wanted to come back to them, they worked their ass off for the patients.

Q. And would you agree that the majority of physicians that were hired, at least during the time you were there, came to Colonial having not brought a patient base with them?

A. Some, yes. Some, no.

Q. And the Dr. Trigg that we talked about that initially worked at the Columbia urgent care and then went to an office somewhere in the Sumter area, would you agree that he came to work for the practice without bringing a patient base?

A. I think he actually did have some patient base. But, you know, I think part of the reason why we were bringing him in there, if I recall correctly, was we were trying to find somebody that was a quality doctor to put in that practice because we had issues with that practice.

Q. And Dr. Trigg, when he worked at Forest Drive, was in the urgent care capacity rather than in the family care, already having full-time patients?

A. Yeah, I think that sounds right.

Q. I think I'm close to the section I want to ask you about next. It's -- it's around the -- the 19:30 mark.

(Recording is played.)

MR. WATSON: ... (inaudible) so we're trying to get a bunch of quality data. So we haven't quite figured out what the quality data is going to be. And it probably -- you know, you'll probably be in under the tent before this happens, but I want to put another criteria around there (inaudible) quality that ties in with the -- with the ACO basis score, so

we've got everybody aligned around (inaudible).

Q. There's several in there that I want to ask you about so I'm just going to play it again because it's kind of quick and there's -- there's several parts in that little blip I want to ask you.

(Recording is played.)

MR. WATSON: ... (inaudible) so we're trying to get a bunch of quality data. So we haven't quite figured out what the quality data is going to be. And it probably -- you know, you'll probably be in under the tent before this happens, but I want to put another criteria around there (inaudible) quality that ties in with the -- with the ACO basis score, so we've got everybody aligned around (inaudible).

Q. So I'm paraphrasing what I just heard, but you said that we haven't quite figured out what the quality criteria is going to be but you'll probably be under the tent before then. My understanding of what you're saying is that she would already be a partner before then. Would

you agree that was what you said?

A. I don't think I heard "under the tent before then" but that's interesting. Okay. You can replay it if you need to.

Q. Sure.

(Recording was played.)

MR. WATSON: ... (inaudible) so we're trying to get a bunch of quality data. So we haven't quite figured out what the quality data is going to be. And it probably -- you know, you'll probably be in under the tent before this happens, but I want to put another criteria around there (inaudible) quality that ties in with the -- with the ACO basis score, so we've got everybody aligned around (inaudible).

Q. So I hear the --

A. Yeah, I --

Q. I hear you use --

A. -- hear it now, yeah.

Q. Yeah, I hear you use the phrase "You'll be in under the tent before then."

MR. LEHRER: Object to the form.

MS. BRYANT: Same objection.

Q. Is that the phrase that you used?

A. That sounds like the phrase I used, yeah.

Q. What did you mean by that phrase?

A. I think that sounds like the intent at the time was to have her be a partner if she was, you know, meeting the other criteria. So I think mentioned in there the ACO criteria. So that was something else that we were going to add into it, which now I remember the ACO criteria. But there was still no commitment.

Q. And ACO criteria is quality criteria, correct?

A. Yeah, it's accountable care organization. We were making a big move into that and there was specific data that was again clinical that a doc would have had to weigh in on.

Q. And a practice that is, and I might be not using the exact right terminology, but a medical practice that is like ACO certified, they are able to charge a little bit higher rates because they have a certain level of quality expectation, right?

A. I think that's a -- that's a good way of thinking about it, yeah. Or actually, that isn't the way I'd say it. They're able to get reimbursed at a

higher level from the payers. That's probably the better way to put it. And it relates to incentives that are built in in those structures.

Q. And I don't think I asked you at the beginning of the recording but that is your voice on this recording, correct?

A. Yeah. So is that even legal to record somebody like that?

MS. BRYANT: You can't ask questions during your deposition.

A. Okay. That's crazy shit. Crazy.

Q. So next I want to ask you about another time stamp. I'm around the 22 minute and 18 mark.

(Recording is played.)

MR. WATSON: So you're like, you're all in, you're like totally serious. Think about -- have you started to think about like so how much money you'd want to invest?

DR. PRIDGEN: No. I'm actually meeting with my financial planner and I didn't know the details of what the buy-in process is. I know you said (inaudible) your accountant. You know, (inaudible). He was like a

million dollars to buy in (inaudible). And they both said I don't know what's going to happen, you know, now with Varsity, so I don't -- I don't really know details of how that's -- that happens.

Q. So in that section that I just played, at the beginning you say something along the lines of, so you're all in, are you totally serious, have you thought about how much you want to invest. Were you talking in terms of the buy-in?

A. Correct.

Q. And then there's some discussion between you and Dr. Pridgen about she references a certain amount of buy-in and then talking about, I think, Carlos and Luke, saying that they bought in at a million dollar buy-in. Were you part of the negotiations for when they bought in at a million?

A. No.

Q. And you're communicating with one another about buy-in amounts. Where would the information have sourced from as to what buy-in amounts would be considered?

MS. BRYANT: Object to the form.

A. Dave would have ultimately been the one who made

that decision. Dave Alpern.

Q. So I'm just going to back up a teeny bit from where we just stopped, just before your response here, and then play your response. I just brought it back to 22:53. I'm going to play it from there.

(Recording is played.)

DR. PRIDGEN: And they both said I don't know what's going to happen, you know, now with Varsity, so I don't -- I don't really know details of how that's -- that happens.

MR. WATSON: So they're sort of formula that the Varsity guys have, that Alpern has. And so these relate to that (inaudible). So actually, I said okay, well let's talk about what you're doing (inaudible) as to how to that applied here. Some of it applies here because -- so we -- went and sat down with Clay, went through, figured out what the correct criteria was. I guess Clay had criteria, but more -- I talked about it with Dr. Whaley one night, he said, oh, yeah,

we have criteria, I've got it right here in my desk. He never could find it. But he said, was like, we have the criteria. It was the same kind of visit criteria. And then there was some these other things like the (inaudible). So -- so there's legal documents, you know, to look through, like okay, this is something we're doing is sign a legal document. There's a management presentation with Dave that I talked about last night before I left Fort Mill. And -- and so he ...

Q. So there's several things, and I can back up and replay within that section. You talk about there's a formula with Varsity. What formula?

A. Don't recall the details, but I referred to the fact that Dave Alpern would have made this decision in the first place.

Q. And then there's some discussion that you reference about talking with Dr. Whaley about criteria and Dr. Whaley saying, hey, we had criteria, but he confirmed with you that he could never find it. Is that accurate?

A. Close. I think I said, and I think I just heard myself say it from years ago now, but that we couldn't find it, it was supposedly in his desk drawer, which is exactly what I told you at the beginning of this deposition.

Q. And then you reference, kind of towards the end of the excerpt that I just played, some legal documents and management matters. What legal documents were you referring to?

A. I think we were talking about the legal documents to become a partner that would be required for that.

Q. And then towards the end of this recording, you reference -- let me just play it again, this last part. I moved it back to 22:35.

(Recording is played.)

MR. WATSON: And then there was some these other things like the (inaudible). So -- so there's legal documents, you know, to look through, like okay, this is something we're doing is sign a legal document. There's a management presentation with Dave that I talked about last night ...

Q. So you say there's a management presentation that

you and Dave and I talked -- you and -- excuse me, meaning you and Dave talked about last night. What is that?

A. That I would have to do is what I said in there. And that's -- that would be the here's who should be partner and here's why, which again, never -- never happened, never got that far.

Q. And so if the last night was the day before this recording, which would be July 15, 2016, why did the management presentation not happen after you met with Dr. Pridgen on July 16th?

A. There's just no urgency around her becoming a partner. Just because she wanted to be a partner didn't mean much to us. We didn't want to lose her because she was at least holding up some of the visits at that location, but the location wasn't doing well and she was not -- she wasn't hitting criteria. Like it wasn't a need. If she was at 500 or 600, there probably would have been a way different -- sorry, if she was at 600, there would have been a way different discussion. And there was also behavioral things. We've talked about all this stuff already.

Q. And when you refer to behavioral things, just so it's clear on the record, what are you referring

to?

A. Weird comments from Soto and whoever else about her sitting in cars, interacting weird with staff, just associated matters.

Q. What do you mean by sitting in cars?

A. If I recall the story way back, she was sitting in her car and not in the office, not working at patient -- working on patients. Patients would show up -- one of the issues was a patient showed up and she said, "I'm going to go home because it's 5:00," and she just left, with the patient sitting there.

Q. And that --

A. That's something that would have been a huge issue for an existing partner.

Q. So the -- the not in office in a car and the patient showing up at 5:00, those two examples you provided, those are things you did not observe yourself but someone told you?

A. I think Dr. Soto told us all those things, and/or staff. There was sort of an operating person in the office.

Q. And who was that?

A. I don't -- Angel -- Angela -- Angela, something like that.

Q. And when did those two examples that you just provided, when did that come to your attention?
A. During the course of this whole thing, some place in that six months when there was even a remote possibility of thinking about her being a partner.
Q. And important to know is that did those things come to your attention before or after what we're hearing, this conversation July 16, 2016?
MS. BRYANT: Object to the form.
A. I -- I don't recall the timing of it.
Q. I'm just going to push play from where I just paused.

(Recording was played.)

MR. WATSON: And so he said I'm going to try to make it really simple, you know, versus what we've used before. I've got three things, maybe five things. (Inaudible) structure of the business. (Inaudible) right now this second. It'll have all that and then Paul, our CFO, Paul Miller, will provide the financials so you can take that to your financial advisor. (Inaudible) so here's the stability

of the business and -- and they'll -- there's also, there should be in the management presentation a summary of projections. Like so not -- not a guarantee obviously, but what we think will happen over (inaudible) so you know what (inaudible) what kind of return you're going to get. And it's a short way of describing it at Varsity won't exit until they've got somewhere we can agree and five times return on the money. So that's roughly what you can expect. You invest a hundred grand, you're going to get 300 or 500 back. Obviously, we'd like to do better than that. There's a lot of pressure to do that. They -- we totally believe we can do that. I mean (inaudible) guy that I'd fired ten times, 15 times. I don't know whether he's saying that to people because (inaudible) ...

Q. So in that portion of the recording that I just played, you're talking about the potential return of the investment that are projections that Dr.

Pridgen might consider becoming partner; is that accurate?

MS. BRYANT: Object to the form.

A. That sounds right.

Q. And you reference a phrase something along the lines of Varsity won't exit until they've gotten a three to five time return on their money. Was that anything that they had specifically told you or just a projection for the profits they were seeking?

MS. BRYANT: Object to the form.

A. I think actually in the employment contracts for the executive team, including myself, I think there was something that indicates how the waterfall works in terms of if we hit this return, you get this much and if you hit that return, you get that much. I think unless you got a 5X return, I couldn't have got a hundred percent of whatever my target was. So I think there is something actually written that shows that.

Q. And you reference Paul, the CFO, providing financial information. Do you know if he did provide that to Dr. Pridgen?

A. I don't know that we ever got that far because

again, a lot of this was just, you know, premature.

Q. I'm going to keep playing. I'm at 25:13.

(Recording is played.)

MR. WATSON: And what -- what I said to Dave was when we were talking last night, I said, (inaudible). He said, you know -- well, the first thing he said was so, you know, if we don't have plenty of people that are like banging the door down, you know, it's better for us to get some acquisitions done and focus on that and then go back and get docs. I said, well, Dr. Pridgen definitely wants to, you know, come in and there's one other doc that's asked about that.

Q. Okay. So in that section that I just played, you referred to having met with Dave last night and the first thing he said was that we don't have too many people banging down the door to buy-in. Would that be not Dave Alpern, that would be Dr. Dave Whaley who you had met with? Or was that --

A. No, I think --

Q. -- Dave Alpern?

A. -- I think that's --

MS. BRYANT: Object to the form.
A. -- referring to Dave Alpern.
Q. Okay. So that's Alpern. And then -- and you say that you and Dave Alpern had discussed last night that they didn't have too many -- we didn't have too many people banging down the door to buy in. That was accurate as of the time?
MS. BRYANT: Object to the form.
A. I don't know if I heard it said quite that way. I think it might have been we'll have multiple people -- but I don't know. Play it again, I guess.
Q. Yeah. I moved it back to 25:30.
(Recording is played.)
MR. WATSON: ...it's better for us to get some acquisitions done and focus on that and then go back and get docs. I said, well, Dr. Pridgen definitely wants to, you know, come in and there's one other doc that's asked about that.
MS. POLVI: Sorry, I didn't go back far enough. Let me move it a little further.
MS. BRYANT: I think you started at 25:13 the first time.

MS. POLVI: Thank you. Okay. I'm back at 25:13.
(Recording is played.)
MR. WATSON: So that's how that works. And what -- what I said to Dave was when we were talking last night, I said, (inaudible). He said, you know -- well, the first thing he said was so, you know, if we don't have plenty of people that are like banging the door down
A. Yeah, it sounds like that's what he said; we don't have too many people banging the door down.
Q. And then if I keep playing, then the two people that you reference, you say -- you say, and I can play it further, is Dr. Pridgen definitely wants to buy in and there's one other doc that has asked about it.
A. Dr. Baker.
Q. Dr. Baker, okay. And let me just play and then confirm that's what you said during this next part I'm about to play.
(Recording is played.)
MR. WATSON: ... for us to get some acquisitions done and focus on that and then go back and get docs. I said, well, Dr. Pridgen definitely

wants to, you know, come in and there's one other doc that's asked about that.

Q. So would that be accurate that that's what you said?

A. Uh-huh.

Q. I'm sorry?

A. Yes. Sorry.

Q. It's natural, as we go on through the day, sometimes to give nonverbal answers.

A. Yeah.

Q. Okay. I'm going to move it to -- okay, I'm moving it to, I think this is the right spot, 26:44. No, let me go back just a teeny bit more. I moved it to 26:28.

(Recording is played.)

MR. WATSON: ... first acquisition with Paul, you know, is pretty far along in terms of the (inaudible) process, it's getting ready to close. And I want to at least have one locked up before we go (inaudible) to everybody. So something like (inaudible). Now, so basically give you the PowerPoint presentation that

summarizes all (inaudible). So if not, you know, Friday, I'll try to bring them (inaudible). But the following week I can send those materials to you, send Paul -- Paul's financials to you so you get a sense of what that looks like.

Q. So what I hear there is you talk about giving Dr. Pridgen a PowerPoint presentation on the financial projections and Paul sending financials to Dr. Pridgen. Is that what you were --

A. It sounds like that --

MS. BRYANT: Object to the form.

A. -- that was the plan.

Q. And did that transpire?

A. Like I said earlier, I don't know if it did or not.

Q. And I'm moving to 32:28, kind of in this range. I have another question for you.

(Recording is played.)

DR. PRIDGEN: Two Notch Road while it's a very busy street, there's not all -- on the upper end there's not a whole lot. I mean there's like ghetto Two Notch and then it becomes nice and it

it kind of becomes ghetto again and then it's becomes nice.

MR. WATSON: (Inaudible) you guys plugged into that stuff because (inaudible).

DR. PRIDGEN: And then when you like say everything -- when do you expect all this to happen with me?

MR. WATSON: (Inaudible) deals. We -- we're definitely targeting 7/1 of '17 for a general opening.

Q. Okay. So that last portion that I played, Dr. Pridgen asked the question when do you expect all this to happen with me. And you respond it's up to you, definitely targeting a date of 7/1/17 for a general opening. Is that what --

A. That's what I heard, yeah.

Q. -- was discussed?

A. Yeah.

Q. And so in terms of the general opening, that would mean for other people in addition to Dr. Baker and Dr. Pridgen?

MS. BRYANT: Object to the form.

A. Yeah, I think that's right. But, you know, just to put it in context, so April we figure out we've got a goddamn problem, you're not going to

tell somebody to invest a hundred grand in a firm you've got problems with. That would be absolutely asinine.

Q. And Dr. Baker was made a partner before those financial concerns were brought to attention, correct?

A. I'm not sure what the timing was but it must have been if that's the way this recording goes.

Q. I think it's around this 34:25 mark that I'm about to play.

A. Okay.

(Recording is played.)

MR. WATSON: ... buy in, here's the deal with the (inaudible). But it's -- it's like -- it's like -- I mean your financial advisor will tell you this when you guys go through all the details. It's like a stock, so, you know, you buy, I don't know, pick your stock, Apple's coming in at 93 bucks, going to grow to 103 bucks. It's better to buy it now at 93 than to wait until 103. So the earlier you buy in the better off you are.

Q. So this last portion I just played, you say

something along the lines of it's like a stock, it's better to buy in now, the earlier you buy-in the better off you are. Is that what you heard, as well?

A. Yeah, which is totally true as long as the value's there. Otherwise, you're screwed.

Q. And then I'm just going to push play from here.

(Recording is played.)

DR. PRIDGEN: I don't want to wait until next year.

Q. So I'm going to play back, but Dr. Pridgen responds to you and says I don't want to wait until next year to buy in. Is that what you heard as well?

A. That's what I heard, yeah.

Q. Okay. So I'm just going to back it up a little bit just so that I don't miss the -- your response. So I moved it back to 34:35.

(Recording is played.)

MR. WATSON: It's like a stock, so, you know, you buy, I don't know, pick your stock, Apple's coming in at 93 bucks, going to grow to 103 bucks. It's better to buy it now at 93 than to wait until 103. So the earlier

you buy in the better off you are.

DR. PRIDGEN: I don't want to wait until next year.

MR. WATSON: Yeah, so we'll make an exception for you and one other doc.

Q. And you respond, so we're making an exception for you and another doc. Is that accurate?

A. That sounds --

MS. BRYANT: Object to the form.

A. -- sounds correct.

Q. Okay. I'm moving to 48:10.

A. And keeping that in context, so exception for you if you hit the criteria, which she hasn't hit it at this point, which she says on the recording. I guess the question is does she ever hit the criteria and does she hit the criteria when we still think we're making money. I mean, line the facts up. This is just silly.

Q. But you make the exception for Dr. Baker, correct?

MS. BRYANT: Object to the form.

A. He was in -- he was already meeting criteria, he was already generating revenue that was well in advance of what people expected.

Q. And what criteria, in that answer, are you

referring to that Dr. Baker sufficiently satisfied?

A. We talked about the revenue already.

Q. So you're -- in your response --

A. That was the --

Q. -- you're referring specifically to revenue?

A. That was one of the -- that was one of the things, yes. The members, the patients, as a -- as a -- as a factor to figure out revenue.

Q. I can't get it right at 48:10 so I'm at 48:08.

(Recording is played.)

DR. PRIDGEN: What, you know, what we haven't talked about, the -- is that- - how much can I invest and what percentage would that give me?

MR. WATSON: So that's the intended 10,000 to 100,000. I don't know off the top of my head what that percentage is, but it's (inaudible). And, you know, I guess the majority would interpret as I put 100 in and I get three to five times and get 300, 500 out.

DR. PRIDGEN: (Inaudible.)

MR. WATSON: Not right now the way it's set up. That could change. And,

yeah, I probably should have asked was -- I did this yesterday. If you invest a hundred now and then you wait, you know, another whatever it's going to be, seven or like nine months and you want to invest again, want to drop another hundred in, you could drop another hundred in.

DR. PRIDGEN: Oh, okay. That's ...

Q. So in that portion of the recording, you and Dr. Pridgen are talking about Dr. Pridgen asked the question how much can she invest and the percentage and you respond ten to a hundred thousand, and then if she wanted -- now. And then if she wanted to invest in another nine months again, she can invest another hundred thousand; is that --

A. That's what I heard.

Q. And I moved it to the one hour mark.

(Recording is played.)

DR. PRIDGEN: Talk to Clay more about it.

(Inaudible.)

MR. WATSON: (Inaudible.)

Q. It was at the very beginning of this portion. It's kind of hard to hear. Let me play it again.

I just moved it back a teeny bit more. I moved it to 59:48.

(Recording is played.)

MR. WATSON: (Inaudible) out there. (Inaudible) a few days (inaudible).

DR. PRIDGEN: And then they start filling up with (inaudible)?

MR. WATSON: Yeah, exactly.

DR. PRIDGEN: Well, let me know, talk to Clay more about it. (Inaudible.)

Q. So in that portion what I hear is Dr. Pridgen say let me know, talk to Clay about it. Is that what you heard?

MS. BRYANT: Object to the form.

A. I don't -- it's hard to tell.

Q. Did you have any follow-up with anyone after the meeting with Dr. Pridgen on July 16, 2016?

A. I'm sure we did. It was conversations that went on during that, what I said before, six-month period or so, but.

Q. I'm done with the recording --

A. Thank God.

Q. -- for right now.

A. Can you record that; that I said thank God she's done with this damn recording? Can't understand,

can't hear, didn't know I was being recorded.

MS. POLVI: Exhibit 2.

(Plaintiff's Exhibit Number 2 was marked for identification purposes).

Q. So you've been handed what's marked as Exhibit 2, Bates numbered Colonial 477 through 501. I'll give you a few minutes to look it over. My -- my question is going to be is this an email thread that you were included upon?

A. Yes, it appears to be.

Q. And was your -- while you were the CEO, was your email address the thomas.watson@colonialfamilypractice.com?

A. Yes.

Q. So we look at the first email on the first page, Dr. Lowder writes on May 12, 2016, "Baker just wants the plan in place June. I think it would be fine if we told him we allow buy-in January 1. Cannot lose him. Dr. Pridgen came over and we had lunch today. She wants to buy-in too. Not a huge producer but brings in over 700k. Need to at least offer to her if she meets productivity."

A. Seems pretty straightforward. That's the whole case right there.

Q. So in terms of communications on this email, we

see this is you, Dave -- and is the dave@varsityhealthcarepartners Dave Alpern --

A. Yes, it is.

Q. -- and then Clay Lowder, talking about the buy-in of potentially Dr. Baker and Dr. Pridgen. Is this email thread that we see here happening, kind of on this first page of Exhibit 2, May 12th, something that there's also telephone or meeting conversations going on or is everything pretty memorialized here in an email?

MS. BRYANT: Object to the form.

A. I think we've already established there was plenty of conversations and whatever else going on between various parties, especially Jay -- or Clay rather, and Dave and -- and Dr. Pridgen. The top sentence in this document tells you everything you need to know. It's really straightforward, really black and white.

Q. So then I'm looking at your email on the bottom of page one of Exhibit 2.

A. Uh-huh.

Q. You write, "Clay, Dave called me today and we spoke about how to structure a program that was objective, as you and I discussed, with guidelines including criteria to qualify for

consideration around the opportunity to buy in. He needs to check on a few things that the lawyers ought to advise us on but I wanted to assure you progress is being made already. I'll follow up next week with more details." And then you write, "P.S., I stopped over to see Dr. Baker as I mentioned was my plan. He was backed up about one hour so I waited in the hall just to shake his hand and let him know we're on it and how important he is to me/us." Did you have something similar with Dr. Pridgen?

A. Apparently that July meeting we had I guess was the closest thing to it.

Q. And you'll see the next three pages have a series of redactions. Is your recollection that those are counsel-related matters?

MS. BRYANT: Object to the form.

A. I have no idea why those are redacted.

Q. When we look at the time stamps on these next emails that are redacted, all of them are from May 29, 2016. Do you know whether you were talking about legal matters during that -- this thread that occurred on May 29, 2016?

MS. BRYANT: Object to the form.

A. Three and a half years ago, no, I have no idea

what was in there, other than you could guess.
Q. And just want to confirm the individuals that we see, at least in the email thread on the second page at the top shows an email from Dr. Lowder to Dave Alpern and then copied Thomas Watson, which is you, correct?
A. Yes.
Q. And then there's Renee Anderson. Who is she?
A. I mentioned her earlier. She's the recruiter.
Q. And Patrick Rehfield?
A. Yes. Legal counsel at Morgan Lewis. That's the firm I couldn't think of before.
Q. Okay. And then Paul Miller?
A. Our CFO. What this actually shows is we were trying to figure out whether she was immaterial. It wasn't like we weren't going to do that if that was appropriate.
Q. If you turn to page, it's Bates numbered at the bottom right, 483.
A. Got it.
Q. In this email from you on June 2, 2016, the second paragraph, you write, "Based on this and prior promises (at least in their minds) it would seem we should allow this exception for Dr. Baker the neurologist. However, I think we should keep

the bar for Dr. Pridgen at 500 visits, an exception from our 550 standard. This means she must first qualify but doesn't need to wait until July 2017." Did you relay that opinion in this email?

A. That's exactly what it says.

Q. And why did you reference making the exception for Dr. Baker and not Dr. Pridgen?

MS. BRYANT: Object to the form.

A. I think I've said it about ten times now. Because there was a revenue impact. You could see that Dr. Lowder, in this first paragraph you referred to said, "Cannot lose him." He's the chief medical officer. He's who I was relying on.

Q. Okay. In the beginning of this first sentence of the second paragraph, you write, "This and prior promises." So you understood that Dr. Pridgen had promises made to her about partnership?

MS. BRYANT: Object to the form.

A. "Promises" is, you know, probably not the right word. Suggestions of a potential is probably more accurate. This is an email that, you know, who knows what I also had that I had to deal with that day when I wrote the email.

Q. But it's the word you used at the time?
MS. BRYANT: Object to the form.
A. It's in a -- it's in a private email to other parties that understand the context, not to Dr. Pridgen.
Q. And the J -- Jablon that we see also on this email, would that be Mike Jablon?
A. That's correct.
Q. And if you look back one page to the 482, we see some criteria listed here. 482.
A. Sorry. I thought I heard 142 and I was trying to figure out where the hell you were.
Q. So we see here physician buy-in criteria is being discussed. Would this physician buy-in criteria have applied to Dr. Baker?
MS. BRYANT: Object to the form.
A. This looks like criteria that we were trying to establish and clarify was the right criteria and this would have applied to any physician that we thought was suitable for partnership.
Q. And looking at the last paragraph of your email on May 17, 2016, you wrote, "Once you pass me the legal considerations and provide some feedback on these criteria, we can talk to Baker (neurologist doc). He's anxious to hear back from us and

definitely a keeper." So in terms of your phrasing of that first sentence of this paragraph, it appears to me that you are waiting to apply these criteria to Dr. Baker. Was there criteria applied to him?

MS. BRYANT: Object to the form.

A. Again, his was more on a revenue basis because it's a totally different deal. It's not a family practice business, it's not about, you know, 550 patients coming through the door. It's apples and oranges.

Q. But when we look at the three bullet criteria at the top of this email, you would agree that Dr. Baker would not have satisfied the second bullet; performance minimum, patients visit of 550 a month?

A. I actually don't think I could agree to that because I don't know what his patient visits were off the top of my head. I'm telling you that fact is somewhat irrelevant for his practice.

Q. The last sentence of your email here you state, "He's anxious to hear back from us and definitely a keeper." So was Dr. Baker regularly following up with you about becoming a partner?

A. No. I said that earlier. I stand by it. He

wasn't regularly following up.

Q. Next we'll turn to 485. Looking at the second paragraph that we can see, which is just below the redacted portion, it states, "As you know, I met with Dr. Baker about him buying in and explained our willingness/interest in having him be a shareholder, explaining this was a special exception, as 7/1/2017 would be -- would have ordinarily been our buy-in window for him." Was that exception made where Dr. Baker was made partner before 7/1/2017?

A. Must have been based upon the facts you've relayed and what I recall.

Q. And then we see at the bottom of the body of this email at the P.S., you write, "Clay, I have not yet spoken with Dr. Pridgen. I think it is appropriate to relay to her that we are considering her but our visit target is normally 550 and we need to see her get to a consistent production level. Even I can discuss this on our one-on-one this week." Did you have that discussion with Dr. Lowder that week?

A. I'm sure I did. If I said I was going to do it, I'm sure I did it.

Q. And we see this --

A. You should let me go home just looking at this. This tells you everything. There's no bias. Ridiculous.

Q. You and I have a very different opinion of what evidence we're seeing, so.

MS. BRYANT: Object to the form.

A. Really?

Q. So I will continue to ask you some questions on it. In terms of the date on this email that I just asked you about, 485, we see that this email was June 27, 2016, and the recording that we were listening to earlier was from July 16, 2016, a little more than two weeks beforehand. What, if anything, changed between this email and when you met with Dr. Pridgen about two and a half weeks later?

A. I would imagine there was discussion with Clay and Dave to talk about what we were going to do and she wasn't hitting the criteria anyway so it's all irrelevant.

Q. Next, if you will turn to page 490 in this Exhibit 2. This is an email from November 19, 2016, from you to Dr. Lowder and copied to Mr. Miller. Subject says, "Pridgen Tie-off." What -- what does tie-off mean?

MS. BRYANT: Object to the form.
A. Hell if I know. One would think that that means trying to wrap this thing up and be done with it.
Q. And you indicate that it is an importance level of high. Did you believe that Dr. Pridgen's partnership was of high importance?
MS. BRYANT: Object to the form.
A. No, that's not what the "high" reference is.
Q. What does the reference mean?
A. Trying to get somebody's attention in an email so they pay attention to it so you can get it addressed.
Q. And you write in this email, "Clay, let me know your decision on Pridgen for buy-in. My bias is to stick to the criteria which has 550 as the floor for the monthly visits average factor. As you know, Jess has all the detail you need in the daily file to keep an eye on her." What does that mean?
MS. BRYANT: Object to the form.
A. To keep an eye on the visits information.
Q. Who is the Jess you're referring to?
A. I think I saw earlier, when I was flipping through this, Jessica Alps.
Q. And what is Jessica Alps's position at that time?

A. I actually don't recall what she was or who she was. There it is. Senior financial analyst. Says it on 492.

Q. And you say that you have a bias to stick to the criteria as it applies to Dr. Pridgen. What is that bias?

MS. BRYANT: Object to the form.

A. That -- that means to adhere to the criteria.

Q. And that bias did not apply to Dr. Baker?

MS. BRYANT: Object to the form.

A. It's not -- not the same thing.

Q. How is it not the same thing?

A. Same thing I said 12 times now, revenue, different practice.

Q. And for the statistics that kind of continue on with daily productivity rates here --

MS. BRYANT: When you say "here," what are you looking at, Shannon?

MS. POLVI: Yeah, let me tell you which page. One moment.

Q. Looking if we turn to 494 within Exhibit 2.

A. So this stuff's getting recorded, right? So why wouldn't there be a reference to the rest of the email on 490 that specifically says something about everything I've mentioned about how she

operates, commitments to patients and the fact she didn't hit 500? Why is that not in the record?

Q. Your counsel's free to ask about that.

A. Seems highly relevant, black and white criteria, and you can see the data right there.

Q. We'll go ahead and turn to -- let's look at some data. Let's turn to page 494.

A. Here it is. Oh, geez. Eye chart.

Q. So if you look in the column, I'm looking at monthly total, when we look at that monthly total, would you agree that at least in this chart none of the physicians have met that 500 goal?

MS. BRYANT: Object to the form.

A. I'm trying to figure out where you're looking.

MS. DUNLAP: Which column are we in, Shannon?

A. Yeah.

MS. DUNLAP: And I see monthly totals but are you looking at a specific column within that?

MS. POLVI: Yeah, I'm looking at -- on the kind of the biggest grouping on the right under monthly totals, the very first dark column.

MS. DUNLAP: Oh.

MS. POLVI: It says MTD November 2016.

MS. DUNLAP: Okay. Thank you.

A. So it looks to me like this is the month to date, that's what MTD stands for, November '16, and it looks like it's just 11 work days in.

Q. Okay. But at least as of this time, which I guess as you're saying is only halfway through the month, no one has reached the threshold yet, at least halfway?

A. Yeah, halfway, that's correct.

Q. Okay. So then --

A. Actually, more like a third, right?

Q. -- then let's go and see in here if we have a full, complete month shown.

MS. DUNLAP: You have a previous -- there's a previous year month.

Q. Right. Well, this would have been -- at least let's look at it because I think that that's -- gives you the previous year. It's before your time as CEO but at least looks at the year prior. So if we look at the 2015 column, which is the next one to the right --

A. Back on that same page?

Q. Yeah, 494 --

A. Okay.

Q. And if we look actually all the way to the right,

it looks like the full month is the second to last column. And if we look, it says P -- the column I'm looking at, PY Month November 2015, and you go down to medical doctors, looking at the year prior, Dr. Pridgen did have over 500, she had 511, and Dr. Baker had 386. So would you agree from at least a patient number threshold, Dr. Pridgen was exceeding Dr. Baker?

MS. BRYANT: Object to the form.

A. It's a fact. Could have been a vacation in there, though. Who knows?

Q. And were these statistics that we see, you know, not necessarily need to go through every single chart, but are these the statistics that you were considering, when we see pages 493 through 501 of Exhibit 2, when contemplating partnership?

A. These are some of the factors that I looked at. I wasn't the decision maker. The chief medical officer and the board would have been, not me.

Q. And you were on the board?

A. I was on the board but I didn't have the controlling voting rights. I could have said whatever I wanted, it wouldn't have mattered.

Q. And who do you consider to have the controlling voting rights?

A. Varsity had controlling voting rights on the board.

MS. POLVI: Let's take a quick break and we'll come back to it.

(Off the Record from 2:40 p.m. until 2:53 p.m.)

BY MS. POLVI:

Q. Back on the record. And I'm going to be handing you what's marked as Exhibit 3.

(Plaintiff's Exhibit Number 3 was marked for identification purposes).

Q. So would you agree that Dr. Pridgen is first being told about this 500 and 550 visit criteria in the time frame of May 2016?

A. First being?

Q. Yes.

A. I don't think that's probably accurate.

Q. Well, at least when we look to --

A. The word "first" is the -- is the question. I don't know when the first time she's told that is.

Q. Well, when we look to Exhibit 2, it appears that the criteria for 550 seems to be proposed by you on page 482 in Exhibit 2 on May 17, 2016.

MS. BRYANT: Object to the form.

Q. Would you agree that this criteria of 550 was

being discussed as even a possibility during this time frame of your email?

MS. BRYANT: Object to the form.

A. That's a different question, but that question answer would be yes.

Q. So now let's look at Exhibit 3. I have printed the visit charts for the physicians working with Colonial for the time period from when this patient visit criteria is being discussed May 2016 through when you were no longer the CEO July 2017. And my question is going to be long but I'm going to be going through each page and what ultimately I'm going to ask you is that other than the month of Dr. Pridgen's honeymoon, you would agree, based on the statistics we see here in Exhibit 3, that Dr. Pridgen exceeded the patient visit criteria of 550 for every month, with the exception of her honeymoon month? So --

MS. BRYANT: Object to the form.

Q. -- would you agree that as of the first page of Exhibit 3, for May 2016 Dr. Pridgen had 648 visits?

A. What's the number to the left? Oh, number of patients, number of visits.

Q. Right.

A. Okay.
Q. The column on the right would be our -- the one we'll be looking at.
A. Yeah.
Q. It's the number of visits.
A. I understand. I was trying to figure what -- what this even could be. May '16. That's what it says. Doesn't seem to make any sense. Like the 1,200 for Clay, probably didn't have 1,200 visits. This -- it must be misrepresented.
Q. So you believe Dr. Lowder was inflating his patient visits statistics?
MS. BRYANT: Object to the form.
A. I think what you're looking at it is not what you think it is.
Q. Well, what do you think it is?
A. I don't know. I don't know what this is. I don't think I've seen a report that had this format before. Don't know where you got the information. But 1,200, 1,400 visits isn't realistic. That probably means everything gets cut by something. I don't know what -- why this shows what it shows.
Q. Well, actually, let's just stay on that thought process. Because with that I would agree; that

it seems unusual for doctors to have patient visits exceeding in a month over a thousand. Would you agree that that would be highly unusual?

A. I'd have to back into it, but just from knowing the space, yeah, that doesn't seem right.

Q. But at least we're going to run through the numbers that we do see on -- on these documents produced by Colonial. Is that Dr. Pridgen for the month of May 2016 had 648 visits?

MS. BRYANT: Object to the form.

A. That's what the document states.

Q. And page two is for June 2016 and it shows that Dr. Pridgen had 701 visits. Would you agree that's what this states?

MS. BRYANT: Object to the form.

A. Yep.

Q. And that the next page is July 2016.

A. Uh-huh.

Q. Indicates that Dr. Pridgen had 635 visits for that month. Would you agree that's what this document states?

MS. BRYANT: Object to the form.

A. Same.

Q. Yes or no?

A. If I'm going to be quoted every single time, I'll have to say the same thing, I don't think this represents visits but that's what this page says.

Q. So I know you may disagree with the content of the document, but I will be asking you for each month because it is relevant to you're talking about patient visits being important as to why or why not you did not make Dr. Pridgen partner so we need to look at the visit statistics for the time in question.

A. The question is --

MS. BRYANT: Object to the form. And I don't think that's a question.

MS. POLVI: He specifically --

Q. You're specifically asking me why I'm not going to -- why I should be asking you about each page. It's highly relevant, so bear with me as I ask you about each page. So we have covered -- we have talked about May and June. I believe we got to July but let me just make sure. And page 3457 indicates for July 2016 Dr. Pridgen had 635 visits, correct?

MS. BRYANT: Object to the form.

A. That's what this page says. I don't believe it's visits.

Q. And then the next page is for August 2016. This document indicates that Dr. Pridgen had 646 visits for the month?

MS. BRYANT: Object to the form.

A. That's what this page says. I don't believe it's visits.

Q. The next page is for September 2016. Indicates that Dr. Pridgen had 339 visits. Do you dispute this page?

MS. BRYANT: Object to the form.

A. That's what this page says. I don't believe it's visits.

Q. And do you recall that Dr. Pridgen was on her honeymoon in the month of September 2016?

A. No, I do not.

Q. Next page is for October 2016. Indicates that Dr. Pridgen had 635 visits. Do you agree --

A. That's --

Q. -- that's what this page states?

MS. BRYANT: Object to the form.

A. -- that's what this page states. I don't believe it's visits.

Q. For the next month, November 2016, indicates that Dr. Pridgen had 621 visits. Do you dispute that?

MS. BRYANT: Object to the form.

A. I do not. I don't believe it's visits.
Q. The next page is December 2016. Indicates that Dr. Pridgen saw 650 visits. Do you dispute that?
MS. BRYANT: Object to the form.
A. I do not. I don't believe it's visits.
Q. The next page is for January 2017. This indicates that Dr. Pridgen saw 811 visits. Do you dispute that?
MS. BRYANT: Object to the form.
A. No.
Q. The next page is for February 2017. Indicates that Dr. Pridgen had 665 visits. Do you dispute that?
MS. BRYANT: Object to the form.
A. No.
Q. The next page is for March 2017. Indicates that Dr. Pridgen had 1,015 visits. Do you dispute that?
MS. BRYANT: Object to the form.
A. That's impossible for her to have had 1,000 visits and she knows it.
Q. So is that a yes or a no?
A. That's a no.
Q. The next page is for April 2017. It indicates that Dr. Pridgen had 782 visits. Do you dispute

that?

MS. BRYANT: Object to the form.

A. No.

Q. Next page is May 2017. Indicates that Dr. Pridgen had 781 visits. Do you dispute that?

MS. BRYAN: Object to the form.

A. No.

Q. Next page is June 2017. Indicates that Dr. Pridgen has 765 visits that month. Do you dispute that?

MS. BRYANT: Object to the form.

A. No.

Q. And the last page of this exhibit is July 2017. Indicates that Dr. Pridgen had 630 visits that month. Do you dispute that?

MS. BRYANT: Object to the form.

A. No, but I don't believe any of this is visits.

Q. And what do you base the belief that these are not visits upon?

A. We established that earlier and you actually agreed, 1,000 is probably not practical.

Q. Not practical but in terms of -- in terms of what doctors typically are doing, you've seen a pattern of being less than 1,000 as the normal, correct?

MS. BRYANT: Object to the form.

A. I think that that's probably an unlikely number.

Q. And the unlikely number being in excess of 1,000?

A. Correct.

Q. During your time as CEO, did you ever question the partners of the practice about the number of patients they were seeing in terms of high numbers?

A. Probably. You know, we questioned everything, tried to make sure things were accurate. We looked at daily visits even. So I'll leave it at that. That's what you asked, I guess I've answered it.

Q. And were you ever contacted by the Department of Justice or any investigator about any Medicare or Medicaid or billing concerns related to Colonial?

A. Not while I was in charge.

Q. Have you been contacted since no longer being the CEO?

A. No, ma'am.

Q. And are you aware of any allegations against Colonial currently pending about billing?

A. I am not.

Q. So when we look at Exhibit 3, for the months within the document, and I know you dispute the

authenticity of it, but within the documents that we see, would you agree that the only month that Dr. Pridgen was not above 550 patients was in September of 2016?

MS. BRYANT: Object to the form.

A. Let me look through here real quick since you asked me that. I think that was right, but (reviews document). That would be correct.

Q. I wanted to follow up a little bit about you referenced earlier in your testimony something along the lines of Dr. Pridgen sitting in her car and about a patient after 5:00. I think you might be getting Dr. Pridgen and Dr. Joseph Grant confused. Do you recall that the complaints about an individual physician sitting in their car and not seeing patients after 5:00 was Dr. Joseph Grant?

MS. BRYANT: Object to the form.

A. I don't recall that.

Q. Do you recall that for about a year Dr. Pridgen actually worked -- had moved her schedule from previously working stopping at 5:00 to working between 11:30 a.m. and 8:00 p.m. in order to actually see patients after 5:00 p.m.?

MS. BRYANT: Object to the form.

A. I don't recall.
Q. Would you dispute that Dr. Pridgen had moved her schedule so that she would see patients after 5:00 p.m. at her own volition?
MS. BRYANT: Object to the form.
A. No, I would not.
Q. And were you aware that Dr. Grant, who worked at the practice when the urgent care was opened at Forest Drive, was a smoker who would go to his car to smoke?
MS. BRYANT: Object to the form.
A. Don't recall. Don't even know if I remember who Dr. Grant is.
Q. Do you have any written records or know of any in existence that memorialize Dr. Pridgen being the person complained about as -- as to sitting in her car or not working after 5:00?
A. I don't know about any written records.
Q. What kind of communications, if any, did you have with David Campbell?
A. I don't know who David Campbell is.
Q. Okay. After your end of employment time frame of July 3, 2017, did you have any direct contacts with Colonial or Varsity individuals or were they through counsel?

A. I think Dave sent me a couple of texts, maybe two, and that was it.
Q. And what did --
A. Everything else was through counsel.
Q. And what did Dave text you?
A. One of them said, "Unbelievable," single word. And I forget what the other one was but I think there was two.
Q. Had you and Dave, the Dave you're referring to, Dave Alpern --
A. Yes.
Q. -- had you and he -- this is after you and he had already disagreed over the termination?
A. Correct.
MS. POLVI: Really quick break.
(Off the Record)
BY MS. POLVI:
Q. I don't think we've established on the record, it may seem really obvious, I'm not meaning to be offensive by asking this but it's relevant to know your gender. Are you male?
A. Yes.
Q. And do you understand Dr. Pridgen to be female?
A. I do.
Q. And during the time frame that you've known

physicians at Colonial, have all of the partners sourcing out of Colonial been male?

A. As far as I know, yes. I think there was one female doc that we picked up in a practice we bought towards the end.

Q. And was that a female physician in North Carolina?

A. I believe so.

Q. And that physician partner that you're referring to in your testimony, that would have been through acquisitions through Varsity?

A. Yes.

Q. Earlier in your testimony I think you referenced that you looked at a contract for Dr. Pridgen; is that accurate?

A. Yeah, that's correct.

COURT REPORTER: That's Number 4.

(Plaintiff's Exhibit Number 4 was marked for identification purposes).

Q. I'll give you time to look at it as needed, but my question is going to be is this the contract that you reviewed?

A. It would be hard for me to tell.

Q. Just take your time to look at it and tell me if it looks similar to at least what you recall

looking at.

A. It looks like an employment contract that Colonial has on it but, you know, that's about as much of a recollection as I can give you.

Q. Okay. And during your time as CEO, how many times did you have an occasion to look at what we see as Exhibit 4 or something like it?

A. Maybe looked at it once.

Q. And around when was that when you looked at Exhibit 4 or something like it?

A. You know, based upon the way we sort of figured out the timeline, I would have guessed it was early on when I first started that, you know, I heard that she wanted to be a partner and then probably said, hey, let me look at the contract so I could understand what it said. So March/April of '16.

Q. Do you have any recollection of -- of how you received it, did someone give it to you, or how you would have gone about looking at the contract?

A. They had sort of a controller woman who I probably would have went to who was in the -- one of the offices that I normally sat down in when they -- when I first got in there. So it was

probably -- I probably requested it from her. She probably gave it to me.

Q. Okay. And was your understanding that those contractual documents, like maybe what we see in Exhibit 4, housed in the Sumter office?

A. Yeah, someplace. There was things in the main Sumter office, and there was like whatever it was in that town, like six different sites, so there was something across the way where -- I don't even know how to describe it, but there was another more administrative office that they had where other things were kept. So one of those two, I imagine.

Q. During the time frame that the Fort Mill office was in operation, did documents like record keeping move to that office or some stayed in Sumter?

A. Stayed -- some stayed in Sumter. I don't know that we -- I guess we -- I don't know. We -- we -- we established the accounting operations in that little administrative office for a while. I don't know that they moved much. I think they just established new documents, but.

COURT REPORTER: Number 5.

(Plaintiff's Exhibit Number 5 was marked for

identification purposes).

Q. This Exhibit 5 is Bates numbered Pridgen 14. It's an email you were not a party to but I want to ask you about some content referenced within this email from Dr. Pridgen's accounting adviser to her. Mr. Rogers writes on June 28, 2016, "I just got off the phone with Paul. He gave me some information I need about the partnership but without knowing when you'll join he cannot give me any estimated figures." Were you aware of Paul Miller, the CFO, communicating with Dr. Pridgen's adviser about the specifics of partnership?

MS. BRYANT: Object to the form.

A. I don't recall this, but given the other information he had, sounds like it might have been a possibility.

Q. And were you present when Mr. Miller and Mr. Rogers were speaking?

A. No --

MS. BRYANT: Object to the form.

A. - don't recall.

COURT REPORTER: Number 6.

(Plaintiff's Exhibit Number 6 was marked for identification purposes).

Q. You've been handed what's marked as Exhibit 6.
A. There's your guy, by the way, Steve Boyd's the operating partner. He stood in as CEO according to this, but that's the operating partner I was referring to before.
Q. Thank you. Earlier in your testimony?
A. Correct.
Q. So this Exhibit 6 is a series of documents related to quarterly board meetings with Family Care Partners and the related entities. And so actually, if we look at the exhibit, it goes from a chronological standpoint if we start at the back and work our way forward --
A. Okay.
Q. -- that is the -- chronologically, that's first.
A. Okay.
Q. So on this first page on the back --
A. Yeah.
Q. -- is an org chart. Does that org chart look correct, to your recollection?
A. Yes, it does.
Q. And this would have been the kind of org chart at the start of 2016 and continuing for some time into 2016?
A. This would have been pretty far in because Ed

Motherway didn't come for a few months. So I don't know when this would have been, but it wouldn't have been January or the first month that I was in, for sure.

Q. And I'm not going to hold you to an exact date, but knowing who you see within this org chart, around when do you think this org chart would have been applicable?

A. Around April of '16.

Q. So then if we go a couple pages back and we look at the second quarter documents that span several pages, and it looks to me like it starts on what's Bates numbered as 3575, shows second quarter 2016, a meeting held Friday, July 22nd. Do you recall being present at that meeting?

A. I'm sure I was there at that time.

Q. And then if we turn to Bates numbered 3578.

A. Okay.

Q. This is -- says the second quarter 2016 board of directors meeting at the top. Board members, indicates you are the last one listed here of this group. Are those the board members at the time of this second quarter meeting?

A. That looks accurate.

Q. Okay. And then it says guests are Paul Miller

and Kevin Rogus. I think it's stated elsewhere, but what -- what title did Kevin Rogus hold at the time of this quarter meeting?

A. He was the Harvard undergrad M&A guy I mentioned.

Q. And then when we look at the -- the table of contents that's on 3576 and then also on the meeting document that we were just looking at, agenda 3578 --

A. Uh-huh.

Q. -- under CEO executive highlights, the last bullet under both says, "Physician buy-in recommendation (Dr. Baker)." Were you recommending that Dr. Baker be partner as of this second quarter 2016 meeting?

A. That looks like that's the case.

Q. And why was Dr. Pridgen not on this recommendation?

A. Based upon what we established earlier in the deposition. She was not meeting the criteria and was herself saying "I can get my count up to that level." So it wouldn't have been appropriate.

Q. And when we look at the date of this meeting, July 22, 2016, and we compare that to the date of the recording that we discussed earlier during the testimony, which was July 16, 2016, this is

just a couple days later. What changed, if anything, between when you were speaking with Dr. Pridgen that we hear on the recording and the second quarter meeting where you're only recommending Dr. Baker?

MS. BRYANT: Object to the form.

A. I don't think anything changed. I think it's very consistent. She wasn't hitting the criteria. That wasn't -- there was no reason to have her on there. It would be inappropriate to.

Q. And seeing that the physician buy-in recommendation for Dr. Baker occurred on July 22, 2016, was there discussion about the bullets that we see on these two documents within Exhibit 6 at the meeting?

A. I would imagine there was.

Q. What do you recall of the discussion?

A. I don't recall anything of that particular bullet point.

Q. The next meeting appears to be on October 26, 2016, for the third quarter, looking at Bates numbered 3574.

A. Okay.

Q. On this agenda I do not see any reference to a physician buy-in on the agenda. Was any

physician buy-in discussed at this October 26, 2016, meeting?

A. Not to my knowledge.

Q. The next page, working our way towards the front, 3573, meeting for January 31st, this says 2016 but I believe it's a typographic error, it's probably 2017 because it's the fourth quarter 2016. Would you agree that that would have probably occurred as January 31, 2017?

A. Yeah, absolutely.

Q. And I don't see anything on this agenda referring to physician buy-in recommendations. Was that discussed at all during the meeting on January 31, 2017?

A. I don't believe so.

Q. Next is first quarter 2017 meeting on 3572. It's dated May 9, 2017. I don't see anything about physician buy-in recommendations in this agenda. Was that discussed at all during the meeting?

A. No.

MS. BRYANT: Object to the form.

A. Not I recall.

Q. The next is maybe a repeat back from an earlier page. So then -- then we go to the first two pages of Exhibit 6, which refer to a provider

meeting on September 13, 2017. Would you agree that that's after the end of your employment?

A. Yes.

Q. And you were -- you were not present at this September 13, 2017, meeting?

A. Correct.

Q. Before I move on, let me ask you a quick follow-up for Exhibit 6. When we look at the table of contents and the agenda for second quarter 2016, the meeting that occurred on July 22, 2016, and I'm looking at Bates numbered 3578 and 3576, who compiled what would be the agenda that we see here?

A. I think I explained that before. I would compile the agenda, I would pass it by Dave, Dave Alpern, and Dave would either make approval or he would make adjustments or request adjustments.

(Plaintiff's Exhibit Number 7 was marked for identification purposes).

Q. Okay. Exhibit 8, Bates --

COURT REPORTER: Seven.

MS. POLVI: Oh, excuse me.

COURT REPORTER: Sorry. I didn't --

MS. POLVI: My apologies.

COURT REPORTER: -- say what it was.

Q. Exhibit 7, email from Dave Alpern, April 27, 2017, to a series of individuals here about a board meeting postponement and then a schedule of a meeting in New York City. Did you attend the meeting that occurred in New York City?

A. Yes, I believe I did.

Q. And what transpired at the meeting in New York City?

A. As I recall, and I think this -- this sort of helps bring it back to my memory, he says in the first paragraph, "Our business is about to well outgrow its initial structure." And I think we were talking about capital and where we stood with the business. If I remember right, I'm not reading through here as I look at this, but I think we were also aware that we had significant issues that I mentioned before and we were trying to figure out how to deal with them.

Q. Okay. And what difference, if any, did the meeting that happened in New York have from a normal board meeting like the ones that we just looked at the agenda in Exhibit 6?

A. We were trying to establish what was going on with the business and deal with the concerns we had about the receivables and the kinds of stuff

I mentioned earlier.

Q. How long was the meeting in New York? A multi-day?

A. I think it was just a half a day but it could have been -- it could have been a full day but I'm pretty sure it wasn't more than one day.

Q. And looking at the individuals listed in this email from Dave Alpern and then all of the individuals in the "to" line, were all of those the people who met in New York?

A. I believe. I'm sort of surprised by the timing that Paul Miller was there, but I guess maybe Paul got booted later than April. So, yeah, I think so. I don't -- I don't see -- I don't see Ed Motherway on here for some reason, but I think Ed was in the meeting as well.

Q. During the half-day session in New York that you estimate in terms of timing, what topics were discussed?

A. Yeah, that's like I said, I think we were talking about the receivables and concerns we had about the stability of the business. And part of Paul's contention at that point was that the debt load, you know, and the free cash flow issues, we needed to restructure, recapitalize, and that it

wasn't all his fault.

Q. Having looked at the exhibits or the meetings that we see in Exhibit 6, was the meeting in New York on par with a normal board meeting in terms of timing or less or more?

MS. DUNLAP: Object to the form.

A. It was shorter than a normal board meeting because those were normally, you know, I don't know, eight hours or six anyway. And there was normally a board meeting dinner. As I recall, the management team, not Dave or Kenton or anybody else, had a dinner, just ourselves, with Steve Boyd.

Q. What role was Steve Boyd filling at the time?

A. He was operating partner, as I stated earlier, and he was trying to help advise us as to how to deal with what we were looking at.

Q. And how many times had you met Mr. Boyd prior to your New York meeting?

A. This was the first time.

Q. In terms of the Varsity affiliated individuals, was there any kind of hierarchy in terms of the partnership that you understood there to be?

MS. BRYANT: Object to the form.

A. With Varsity?

Q. Yes.
A. So I think Dave was, I understood, to be more senior than Kenton and they were the only two partners, other than Steve Boyd eventually joined, but he was even more junior, in my mind, than Kenton was. I assume the ownership structure was set up that way, but I don't know that for a fact.
Q. And did all of those individuals that you just listed reside in California?
A. No. Kenton was in Connecticut, Dave was in California, and I don't really think I know where Steve was.
Q. Was Dr. Pridgen discussed at all during the New York meeting happening?
A. I highly doubt it, given the intensity of where we were. I don't think talking about docs was on the schedule, at least not from an equity or an ownership perspective.
COURT REPORTER: That's Number 8.
(Plaintiff's Exhibit Number 8 was marked for identification purposes).
Q. This is a rather large exhibit, Exhibit 8, FCP Management 1 through 78. It's a series of communications from different people, many of

which you are on, so I'm going to ask you about a couple different specifics.

A. Okay.

Q. Let's start with the first one. This is a meeting. It states from Ashley Shirley to you, Thomas Watson, and it states, "Meeting with Lowder and Baker." And it's scheduled -- she's scheduling it on the 6th but it appears to be scheduled for February 24, 2016. Was Dr. Baker's partnership being discussed at that February 24, 2016 meeting?

A. I wouldn't be able to tell you.

Q. Do you know if such a meeting occurred between Dr. Lowder, Dr. Baker and yourself?

A. I don't know if this was actually held or not.

Q. And then the next page indicates an accepted response from you. Would that jog your recollection that it probably did occur?

MS. BRYANT: Object to the form.

A. Well, if it jogs my recollection, no. I wouldn't be able to remember that particular date. It's not significant in my mind. It would seem like it at least was accepted, but that doesn't necessarily mean it was held.

Q. And then we see some communications on the next

couple of pages sourcing from February 2016 and we see, at least here on Bates number 3 --

A. Uh-huh.

Q. -- that this is an email from you to Dr. Katz. Was Dr. Katz in the CMO role as of this email?

A. Let me see if I can figure that out. This looks like this is a tee up for the -- the CMO role but he's not in that role quite yet, to me. That's not maybe reading more carefully, but I don't -- oh, yeah, this -- this is -- and now that I look at the date, there's no way he was in that chair yet.

Q. Okay. And when I look at kind of towards the bottom, you state, "Gary, we see your role as being in an oversight capacity relative to the CMO and clinical matters." So would that seem like y'all are negotiating what the scope of that position would be?

A. Yes.

Q. Okay. So if you'll turn to page 7.

A. Is this not relevant on 4, like, you know, this comment that I made? I'm just going from memory on most of this stuff. And on 04, I think is your page, right, it says, "Our pain guy," second paragraph, "Spellman's leaving. That hurts.

Need to make sure we meet with Baker, our neurologist, to keep him happy." Similar comment, you know, from before. "He brings in over a mil." That means a million dollars. That -- that's -- that's where I got my facts from, just to substantiate that.

Q. Well, let me ask a you a follow-up about the rest of that paragraph. You write, "He's a little upset Varsity hasn't talked with him." So earlier in your testimony, you seem to be upset with Dr. Pridgen for following up when -- about partnership she didn't receive but here you're talking about that Dr. Baker was actually upset; isn't that accurate?

MS. BRYANT: I object to the form of the question.

MS. DUNLAP: Same objection.

THE WITNESS: Am I allowed to answer it? I don't know.

MS. BRYANT: You can answer the question.

A. So I think this -- that's not the right context, as I think about this. As I remember, he was a super quiet guy and just sort of kept to himself. He was in a separate building. I think he just wanted to have conversations with them, as I recall it, quite genuinely. It was nothing to do

with the partnership, it was just he just wanted to have access to them. He felt like he was an important guy and wanted to be treated like that.

Q. So it was okay for Dr. Baker to feel like that and not Dr. Pridgen?

MS. BRYANT: Object to the form.

A. It's a different thing, right? Hers was about, you know, continual conversations about partnership. His was just trying to make sure that he got a chance to talk to the Varsity guys.

Q. And, as you just said, "Varsity guys," is that all of the individuals we're talking about are men, aren't they?

MS. BRYANT: Object to the form.

A. The answer to the question is a yes, factually.

Q. So I'm going to ask you on page 7, looking at these emails from February 24, 2016, there is some discussion about, I'm looking at the bottom one which is the earlier, the 1:10 p.m. email from Dr. Lowder.

A. Uh-huh.

Q. Dr. Lowder writes, I'm looking at the second paragraph, "Baker, the neurologist, is a major player. Brings in $1.2 ma'am. or greater each year. Loads the MRI and all ancillaries. Great

guy. He wasn't promised anything. He just wanted to meet, as did Spellman." Let me pause there. Who's Spellman?

A. I think Spellman was the pain guy. I think we read that just a little bit ago.

Q. Okay. Was Spellman seeking partnership?

A. Not to my knowledge.

Q. Down towards the end of this, Dr. Lowder writes, "Just wanted to let you know I think he's a priority." Did you agree that Dr. Baker was a priority?

A. You know, Dr. Baker, as we've said, you know, brought in a million bucks. That -- that was a priority if somebody was bringing in a million bucks, so yes. And this $1.2 ma'am., ma'am. means million.

Q. And then I'm looking at David Alpern's email to Dr. Lowder. You're not on -- on this email but I want to ask you about some content within it. Dave Alpern writes, at the top of this page 7, second paragraph, "It's an entirely different point that he was on a path to buy into the practice, as that's something that predates us but we can solve. I will need your help to ensure that frustration is not aimed at us or

Tom, as I have not seen this movie before."

MS. BRYANT: I think you misread that. "As I have seen this" --

MS. POLVI: Oh, excuse me.

MS. BRYANT: -- "movie before."

BY MS. POLVI:

Q. "As I have seen this movie before." Sorry about that. Pausing there. In terms of that testimony, was that sentiment ever relayed about Dr. Pridgen having been on a path to joining partnership that predated Varsity and still being put on that path?

A. Yeah, it --

MS. BRYANT: Object to the form.

A. -- it was.

Q. And are the communications about that what we see as -- in Exhibit 8?

MS. BRYANT: Object to the form.

A. What are you -- say that again.

Q. Are the communications about that, at least in what we see in email format --

A. About? What's the "that"? Sorry, I just didn't know what the "that" was.

Q. Dr. Pridgen?

A. Being?

Q. Are they what we see in Exhibit 8?
MS. BRYANT: Object to the form.
A. Yeah, I'm not sure what you're asking me. I'm not trying to be -- you know, I'm trying to help.
Q. Well, here it says, "It's an entirely different point that he was on a path," the he being they're referring in this thread about Dr. Baker --
A. Yeah.
Q. -- is on a path to buy in to the practice. "As that's something that predates us but we can solve."
A. Okay.
Q. Was that sentiment applied to Dr. Pridgen?
A. Yeah.
MS. BRYANT: Object to the form.
A. I think I said yes to that already.
Q. Okay. If you'll turn to page 12. Dave Alpern writes to Dr. Lowder and you're copied on this email, as well as others, on February 24, 2016, this is in the morning, Dave Alpern writes, "We've never met the neurologist (not someone who was available to us during the transaction) but happy to meet with anyone in the practice. Clarify for me his frustration; was he promised

equity at some point (and therefore expected to meet with us on this score; confusing to hear he's frustrated)?" So does this accurately memorialize that Dr. Baker was frustrated about not receiving equity that he was promised?

MS. BRYANT: Object to the form.

A. I think that's what Dave took from what Clay said, but I'm not so sure that when I talked with Baker that that's how he was behaving or acting.

Q. Next we look at the next paragraph. Mr. Alpern writes, "Remember, not to sound like a broken record, but equity is reserved for our key players who are both productive in dollar collections and influencers; we don't want to hand it out to everyone who barks (because everyone will bark)." Was Dr. Pridgen considered a key player?

MS. BRYANT: Object to the form.

A. I don't know. It's sort of a too general of a phrase, the words "key -- key player."

Q. In terms of your opinion, did she -- was she a key player as defined by this paragraph?

A. Not by this --

MS. BRYANT: Object to the form.

A. -- not by this paragraph because I think what

he's talking about there is what I've said a couple different times, dollar collections was the key and she wasn't in that zone.

Q. But if we go back to Exhibit 2, Colonial 482, you write on May 17, 2016, the three bullet criteria being considered are three years of experience with Colonial, performance minimum TTM patient visit average of 550 per month, recommendation of CMO.

A. Uh-huh.

Q. A volume of revenue to the practice is not identified in this list, correct?

MS. BRYANT: Object to the form.

A. That's correct because I was trying to not steer towards revenue, even though that's the way a lot of people were thinking about it from -- as you can see.

Q. So your testimony is that you were trying to steer away from revenue being a qualification for partnership?

A. I was trying to help advise on criteria for the partnership. I wasn't going to make the final decision by myself and only was providing advice.

Q. And at least in the criteria bullets that are being considered, total revenue is not one of the

ones listed at any point?

MS. BRYANT: Object to the form.

A. That's not listed at this point.

Q. And is it listed at any other point that you know of?

A. I -- I -- the thing that -- we had so many conversations around this, I don't really recall what all criteria was that was discussed. But I'm sure it was -- I think I've established this before; we ended up talking a lot more about quality criteria. So the recommendation bullet of CMO became specific things around patient satisfaction, etcetera.

Q. And during your conversations with Dr. Pridgen, you did not identify to her that total revenue was a requirement for her to become partner, correct?

MS. BRYANT: Object to the form.

A. I don't believe I did. I don't think we heard that in the -- in the recording you did and I don't think I talked about total revenue.

Q. So would you dispute that it appears that the reasons are shifting from sometimes it's quality, sometimes it's total revenue, and sometimes it's patient visits as far as to who can become a

partner?

MS. BRYANT: Object to the form.

MS. DUNLAP: Same objection.

A. I think the -- that the -- the Colonial guys had a criteria of patient visits and I think they translated that into revenue. That, to me, is really clear in their heads. And I think that that was consistent but not necessarily always written that way or talked about that way.

Q. And for the criteria that you're considering during the 18 months that you're CEO, none of it sourced from documentation you received from Colonial preceding the Varsity transaction as to specific criteria?

A. Never could --

MS. BRYANT: Object to the form.

A. -- never could find it. You know, I said I asked, you know, Whaley for it. He didn't have it. So, you know, I was trying to help come up with it.

Q. Okay. I want to ask you about page 19.

A. Okay.

Q. How long was Lauren Thompson the practice administrator?

A. I think -- I think people viewed her as having

different titles. I don't know if I could tell you exactly how long she held that exact title. I think she might have held it before I got there. I'm pretty sure she did. I'd guess a couple of years, but I'd be just guessing.

Q. In terms of the revenue documentation --

A. Uh-huh.

Q. -- that you as the CEO were receiving in kind of this 18-month time span, who did you get it from? Where would the revenue source from documentation-wise?

A. You know, I think Paul Miller, our CFO, joined a month, maybe 60 days after I did. I don't think we have the timing in here anywhere and I don't really recall but something in that time frame. And he would have been the ultimate source for me as a CEO.

Q. And when Paul Miller was not in his role, was Lauren Thompson the person providing you revenue documentation?

A. There was another woman who sat in that office that I've described as sort of the administrative office in Sumter and I think her name was something like Monica or something with an M. She was the controller at the -- at the company

before we came in, who then reported to Paul. But she would have been the person that normally had the financial information, not so much Lauren. I mean she was pretty senior, so, you know, possibly she could have given it to me because she got it from whatever her name, Monica, was or whatever but that's about all I can tell you and remember.

Q. Okay. I want to ask you about page 42.

A. Okay.

Q. This seems to relate to the -- an individual who, Mr. Hunt, who was working in the Columbia location. Kind of tell me about his exit from the Columbia location, if anything, in terms of impact on how it was operating.

A. I don't think I remember this guy. I sort of remember the name but I don't remember who he was, what he was doing really.

Q. So if we look at the content of his letter that spans 43 to 44, I'm looking at the second paragraph, he indicates he was hired by CFP in July 2014 and he was hired to work in urgent care in Columbia by Lissa Laura, a former employee.

A. Hold on a second. Where did you get to?

Q. Oh, I'm sorry.

A. 43. I got it.
Q. Yeah.
A. Sorry, I was still on --
Q. Page 43.
A. -- I was still on the other one. Go ahead, got it.
Q. At page 43, second paragraph.
A. Uh-huh.
Q. So he talks about working in the urgent care in Columbia and talks about kind of the start of his employment and expectations that he had. And then segue to the third paragraph, talks about, I'm going to -- and I'm going to just read it and ask you about it, "Since moving to the Columbia office, things haven't gone well for me in terms of patient volume. I expected things to be slow for the first few months, as it was, but it hasn't improved for me. When the volume for me started to improve, Dr. Morris was hired because they wanted another C," or excuse me, "PCP in the office. The numbers dropped for me again. On top of that, now Dr. Pridgen and Dr. Soto want to see their own walk-ins. I'm assuming it is to help them achieve their quarterly bonuses and Dr. Morris seeing new walk-ins to increase his

patient base. I'm relegated to seeing the overflow. The approximately three to four patients a day on average -- that's approximately three to four patients on average per day." And so I want to ask you about the parts that I just read to you. Based on what Mr. Hunt is telling -- telling you on March 25, 2016, there is a patient volume concern at the Columbia office. Did you see what Mr. Hunt is writing in the portion that I just read to you?

A. I did.

Q. And how were Dr. Soto and Dr. Pridgen and Dr. Morris, their expectations for patient volume being considered in context of the patients even available to them for scheduling?

A. I'm not quite sure how to answer that question. I mean it's, you know, it's sort of a black and white thing, it's like you need to hit this many visits. You generate patient flow by how you operate as a practitioner and so that's the target. And so it's not -- it's a consideration but that's about it.

Q. Well, as Mr. Hunt writes here, is that both Mr. Hunt, Dr. Soto, Dr. Pridgen, Dr. Morris only have so much control over how many patients come to

them, right?

A. I disagree with that philosophy.

Q. And how so?

A. I just expressed it. I think that if you have a really quality doc and they treat people well and they're in a decent market, Columbia is a decent market, you're going to see lots of flow.

Q. But you would agree that there were other factors impacting the volume of patients coming to the Forest Acres Drive location, as you -- as you noted earlier, the signage on the exterior of the building and other factors?

A. May have, which we --

MS. BRYANT: Object to the form.

A. -- tried to fix once we took over.

Q. And so in terms of Mr. Hunt resigning his employment and leaving due to lack of -- lack of volume, as he describes here, was someone hired in his place?

A. I think that's the lady I referred to before. I don't recall her name but she lived -- she worked out of that Columbia office.

Q. And would that have been possibly Dr. Thompson?

A. No, I think this was a P.A. as well. Might have been an R.N. but not a doc. I think her name was

Renee, actually.

Q. Okay. I want to ask you about page 50.

A. Okay.

Q. Some of this we may have touched on when we discussed Exhibit 2 but I want to ask you about Dr. Baker expressing that he wants the plan in place by June 2016. Did Dr. Baker tell you that there was an expectation of when he would be made partner?

MS. BRYANT: Object to the form.

A. Well, I'm starting to get lost with all the stuff we've covered today. I think we may have established that he did say that in the earlier documents you were able to find but I don't really recall the details around it, as I'm sure I said earlier.

Q. And if we turn to page 60.

A. Okay.

Q. Or excuse me, 58, which the attachment for 58 is on page 61.

A. Okay.

MS. BRYANT: Wait. Will you say that again? I'm sorry, I missed that.

MS. POLVI: Sure.

MS. BRYANT: Wait. What page are we looking at?

THE WITNESS: 58.

MS. POLVI: At 58.

MS. BRYANT: Okay. All right.

BY MS. POLVI:

Q. And then I'm going to ask about -- here it's referenced about provider visits, 5/17/2016, there's an attachment --

A. Yes.

Q. -- and then the attachment is page 61. So when we look at this three and six month comparison of visits, we see that Dr. Baker's average for three months is 413, for six months it's 381, and TTM average per month 365. And then we look, Dr. Pridgen's is 430 for the three month, 425 for the six month, and 419 for the TTM average per month. Would you agree that based on this document, Dr. Pridgen exceeded Dr. Baker in each of those categories?

A. I would agree but would tell you again that that's not relevant because it's a different kind of visit, different kind of revenue generation, which is what the fundamental thing that they believed was important and it's quite logical.

Q. Okay.

A. But if you compare her to the docs that are at

the top, you see that she's well below where all those docs are and that was the 500 threshold.

Q. Well, and let's harken back to --

A. It all hangs together.

Q. Exactly, it all hangs together. Let's look back at page 43 of this exhibit where Mr. Hunt talks about, for months in 2016, that he did not have volume more than three to four patients on average per day. Would you agree that in terms of the hierarchy of the Forest Drive location, Dr. Soto, as a partner, gets first choice of patient visits?

MS. BRYANT: Object to the form.

A. I don't know if that's true or not.

Q. But he's the only partner at that office, correct?

A. He is the only partner at that office.

Q. And the most senior physician, in terms of time, who'd been there the longest after Dr. Soto would be Dr. Pridgen, correct?

A. Don't know if that's true or not but I think we said that earlier.

Q. So in terms of patient workload, would you agree that a partner would get preferential scheduling before another physician who is not a partner?

MS. BRYANT: Object to the form.

A. Not necessarily. And a lot of it is you can work as many hours as you wanted, you could have stayed there.

Q. But if we're looking at visit numbers, a P.A. or a physician can't see somebody who doesn't actually physically come to the office, correct?

A. Yeah, but again, we established that that, in part, depends upon whether people respect that doc and want to go see that doc. The concept is aligned, right? We wanted to have all the docs see as many patients as the possibly could, that's why we invested in the sign, that's why we invested in the back of the office, or tried to. We were trying to pump up visits everywhere for every single provider.

Q. Well, let's look at the fourth paragraph, what Mr. Hunt says on March 25, 2016. He writes, "I know most people wouldn't mind sitting all day and getting paid for doing nothing but I'm not that kind of guy. Since I've been with Colonial, I have done whatever I could to be helpful in any way when needed. I've called out sick once or twice since I've been with the practice. I pride myself on giving my best in all that I do.

Honestly speaking, I truly don't want to be here anymore." And he talks about, at least in the preceding prior, that it resulted from a lack of volume. So do you dispute that volume can impact whether or not someone would be able to see patients?

MS. BRYANT: Object to the form.

A. I'm not quite sure how to even answer that question or what exactly you're trying to say.

Q. Do you dispute that there was a volume problem in the Forest Acres location in 2016?

A. No, I do not.

Q. So let's go on to a little bit further in this Exhibit 8. I want to ask about -- let's turn -- look at page 70. Is this the information and time frame when Dr. Katz was being offered his CMO role?

A. It looks like it, which answers the question you were asking me before.

Q. Who decided as to what terms Dr. Katz would be offered that we see memorialized here in -- on page 70?

A. Let's see what this says. Were you referring to the bottom half, I assume?

Q. Yes.

A. I know Dave wrote this, Dave had the ultimate say, which is highly consistent with everything else I've said. I'm sure I made a recommendation, had a chance to weigh in, but Dave made the ultimate call.

Q. If you'll turn to page 74.

A. Okay.

Q. Actually, 75 shows a longer thread of the same thing.

A. Okay.

Q. I'm looking at the email that you wrote which is in the middle of page 75.

A. Yeah, I think we read this before. Yep.

Q. And these particular terms in the first paragraph, were those terms in the first paragraph of your email at 4:44 p.m. on June 2, 2016, ever offered to Dr. Pridgen?

A. I don't know if we actually made this statement. I think from the recording you heard something about 500 to 550. I'm not sure if we established earlier whether or not there was a time period. I think you mentioned something about that. I think what this clearly shows is I was trying to find a way to provide an opportunity to her that was more favorable than what we were going to do

for the next doc in, which could have been a male or a female doc, because it would have been a higher standard at 550 versus 500 and it would have been a shorter time period for her.

Q. I'm following you with your -- your answer but I just want to make sure I'm clear. The section here it says, "So the number shows a half of one percent impact and that is if they both ..." and the "both" referring being Dr. Baker and Dr. Pridgen, right?

A. I think so, yes.

Q. "... want to buy the maximum $100,000 amount. It could be that they do something much lower (floor is $10k)." Was, to the extent of your knowledge, Dr. Pridgen ever offered that?

A. She would have never been made this offer because we didn't have the criteria set up yet and she hadn't met the criteria. And until she did that we wouldn't have had the conversation with her. At least I wouldn't have thought we would have, any of us. It just wouldn't be prudent.

Q. Were the emails from June 2, 2016, that we're taking about during this testimony in the deposition discussed at any of the board meetings, the quarterly ones?

A. You know, that -- whatever quarterly meeting that was that we said there was something about Dr. Baker, I would have to imagine there was something in there that talked about the criteria and how we were thinking about it for any doc and going forward.

Q. And at that time, that would have been solely the recommendation for Dr. Baker, not for Dr. Pridgen?

A. Yeah, but I'm -- I'm a thorough CEO so if I would have had a conversation around that, I would have not just said who the recommendation was for but I would have talked about anybody else that was in play and I would have talked about what the future should be. So I probably would have used something like is written in this exact email here.

Q. So Dr. Pridgen would have been discussed but was not made partner?

A. Would have been discussed in terms of -- so the way I would think about it, probably the way I thought about it back then, don't recall, but you make a recommendation for a particular person, you put that in context of all of the providers -- all of the providers and then you put that in

context of what you want to do going forward. That's how I would do it today, that's probably how I would have done it then.

Q. Did you place Dr. Pridgen on any pipeline to become partner on any specific date?

A. I wouldn't have used the word pipeline, so no. That's not sort of a term that -- that applies in this space.

Q. And was any date ever set to make Dr. Pridgen partner?

A. I think you heard in the -- in the recording, right, that we talked about some future date, 7, whatever we said, 7/1/17, which was, you know, after I -- well, I guess right around the time I left. I think she wanted to do something before that, but I don't think we established when we were going to do that necessarily.

Q. Well, I think the words that she used in that section of your conversation on July 16, 2016, was you can do it now and we'll open it to the general as of that later date. I can replay it if -- if we need to clarify the record. Let's -- let's do so because I think that might confuse things.

MS. POLVI: Quick thing, let me grab my notes.

Actually, my notes from that are back in my office. Let's take a quick break.

MS. BRYANT: And I am going to object to the form.

A. Yeah, I think that's not what we were saying there.

MS. BRYANT: And I just also want to note we've made him reasonably available. It's been seven hours now and we're giving you eight. So I just -- I just want to keep an eye on time.

MS. POLVI: Exclusive of breaks, we definitely have not been on the record seven hours.

MS. BRYANT: I don't think that there's a rule about that, but I'm just telling you we've made him reasonably available, it's been seven hours that we've been here, and so I just -- I want to make sure you're aware that he's leaving at 5:00 to catch his flight.

MS. POLVI: Sure.

(Off the Record from 4:07 p.m. until 4:11 p.m.)

BY MS. POLVI:

Q. I think I'm the neighborhood of the location.

(Recording is played.)

DR. PRIDGEN: When do you expect all this to happen with me?

MR. WATSON: (Inaudible) deals. We --

we're definitely targeting 7/1 of '17 for a general opening.

Q. So your testimony with regard to -- does this recall your recollection that you stated in response to Dr. Pridgen's question, "When do you expect all this to happen for me," your response is, "It's up to you, definitely targeting 7/1/17 for a general opening"?

A. That's what it says, yeah. '17. 2017, not '16.

Q. Right, 7/1/17.

A. Correct.

COURT REPORTER: This is Number 9.

(Plaintiff's Exhibit Number 9 was marked for identification purposes).

Q. This Exhibit 9 is two pages spanning Pridgen 23, 24. Is this a text message thread between you and Dr. Pridgen?

A. It appears to be.

Q. And do you recall having these communications with her that we see on these two pages?

A. Well, I'd have to read them. Let me see. How does this thing flow? "Buy-in window is" -- it doesn't seem like it hangs together. "Buy-in window is commitments." There must be something cut. I don't know. I'll try to read this, the

rest of it. That was just sort of a repeat. Oh, I see what it is. '16. '16, November, if this is the right thing, so that means 7/1/2017, "Clay will make his recommendation to the board at that time. Hope that helps." "When we talked earlier, the goal for my buy-in was this December." Okay. Got it. This seems like something I wrote.

Q. Okay. And when we look, as you noted, the -- the -- this conversation thread that we see here is November 15, 2016.

A. Or thereabouts, yeah.

Q. And you write, "Hi, Dr. Pridgen, it's Tom Watson. I wanted to reach out per your request. I don't think my schedule is going to allow us to squeeze in a meeting today given my prior commitments. I did talk with Clay at the very end of our meeting. I understand you two are coming to get together," or excuse me, "are trying to get together. As the CMO the topics on your agenda are really something he has on point for." Is that a text message you sent Dr. Pridgen?

A. It looks like it, yeah.

Q. And Dr. Pridgen writes, "Okay, thank you. So from now on only discuss partnership with him and

not you? Because he was unclear as to when things would happen." Do you recall receiving that from Dr. Pridgen?

A. Don't recall but I can read this and it would make some sense in the context we've got.

Q. And then you respond, "It is really his call. I was involved early on to ensure the criteria for provider buy-in was set appropriately. The buy-in window is 7/1. Clay will (his) make recommendations to the board at that time. Hope that helps." Is that your response to Dr. Pridgen?

A. Seems like that's what we see here, yeah.

Q. The -- when you say it is really his call, are you referring to Dr. Lowder?

A. Yeah, because as it says in the first text out of these three that are pieced together here, he's the CMO.

Q. Did you have another meeting with Dr. Pridgen after November 15, 2016?

A. This thing, I think, was July '16. I don't know if I did or not. And even if I did, he's the CMO, Gary's the CMO. And remember the board/Dave Alpern makes the call, not me.

Q. During the latter part of 2016, in the early part

of 2017, before the financial concerns that you say were brought to the attention later in 2017, did you have any follow-up meetings with Dr. Pridgen about partnership?

A. I don't recall that I did. The other thing I should say is not only was there clear issues with receivables in April, there was concerns about cash flow earlier in the year as it related to all of the practices we were buying and the debt we had to service. So there was earlier issues in -- probably in the first quarter of '17 which would have put us on -- in a spot where talking about, you know, cash flow -- or, sorry, talking about offers to a doc for partnership probably would have been, again, really pushed down low on the list.

Q. How many conversations do you recall having with Dr. Katz, while he was the CMO, about Dr. Pridgen?

A. In any regard?

Q. Yes.

A. Don't know that I really recall hardly anything. I would have said a few, three or four, but I don't really recall.

Q. Okay.

COURT REPORTER: That's Number 10.

(Plaintiff's Exhibit Number 10 was marked for identification purposes).

Q. This Exhibit 10 states it's a consolidated balance sheet for Family Care Partners Holdings, LLC for the period ending December 31, 2017. I want to ask you about the line, the bottom line, under assets. It states, "Goodwill, intangibles and other assets." It shifts month to month but the amount remains in the neighborhood of 45 to 46 million indicated here. What is attributable to goodwill, intangibles and other assets?

MS. BRYANT: Object to the form.

A. It's a financial question that's a little bit of a plug the way public accounting works and it relates to the value of a practice that's -- when it's bought. So you back into that number off of the hard assets that are there and the price you paid.

Q. And so I'm following you, make sure I'm on the same page with you with your answer, would those be owned or possessed by equity owners, the amount that we see memorialized under goodwill, intangibles and other assets?

MS. BRYANT: Object to the form.

A. That is a conceptual, notional kind of concept or amount. It's basically almost zero in terms of real value. It's an accounting construct.

Q. When we go further down under member equity towards the bottom of the page --

A. Uh-huh.

Q. -- the number varies between 37 million and north of 43 million. How is the goodwill, intangibles and other assets different than member equity?

A. It's wildly different. The way you think about member equity is you normally do it off of a return off of earnings. So, you know, if there were earnings, and as you can we have a net loss, but if there were earnings, you'd maybe do a multiple off of that. In this space, it's around four times. That's about what we were paying for our practices. Could be up to eight times but probably not more than that. But this business is losing money. So it's --

Q. And what --

A. -- you can't take a balance sheet and try to derive equity or value off of it, it doesn't work that way.

Q. And what do you attribute as the cause for why you believe the business was losing money?

MS. BRYANT: Object to the form.

A. We were buying practices with a business model to expand the business and there was a structure in place, a thought process that if we could get the ancillary services up, which have a high return on those, lab services, etcetera, there was a good possibility like they did with their derm business to generate a lot of revenue and earnings and cash. And that's not the way this business ended up working. And you can see in January -- sorry, December of '16, you know, $1,000 in cash. We had a real cash flow issue. We were hurting. And those pumps, I think are cash infusions to get you to the $1,388,000 in June of '17.

Q. So run me through in terms of when revenue came in from Colonial Family Practice, run me through the matriculation of where it goes.

MS. BRYANT: Object to the form.

A. What do you mean by matriculation?

Q. When -- when money comes in from, let's say, Patient A paid out of pocket and let's just say $300 for a service, where do those $300 go?

MS. BRYANT: Object to the form.

A. I'm trying to figure out how to answer your

question and how -- so cash comes in the door, there's payroll that has to be paid, that's a big, big part of it. And there's all the leases that have to be paid, that's a big, big part of it. When you're in a cash flow situation, the CFO will normally try to stretch payables so they'll go from 30 days to 45 days or something even more egregious and have a lot of people pissed at you. Which if you go through all the records, there was people cutting the lawn that were pissed at us because we were even holding back on them. But when the cash comes in, you pay those core expenses and you pay the expenses, when you're in a cash flow situation like this, that are the most critical to keep yourself afloat.

Q. And with the revenue that's coming in, was Varsity, as the entity, receiving income first, middle or last?

A. They don't receive any --

MR. LEHRER: Object to the form.

MS. BRYANT: Object to the form.

MS. DUNLAP: Object to the form.

A. They don't receive any income. There was a management fee that we paid to them and I think

we stopped paying it at some point because we couldn't afford to pay it and they just didn't get anything.

Q. And around when did the management fee no longer get paid?

A. I'm not exactly sure but it probably would have been right around the time of this December where you see such a small amount of cash on the balance sheet.

COURT REPORTER: That's Number 11.

(Plaintiff's Exhibit Number 11 was marked for identification purposes).

Q. This Exhibit 11 shows some other financial information for Family Care Partners Holdings, LLC. It shows for the fiscal year 2016 the net patient revenue was $35,000,998 and $957, excuse me, I kind of said that garbled but the sum that's in the top left corner.

A. Uh-huh.

Q. And then we see that for 2017, that number increased to $47,769,157. So, give or take, about an 11 million increase or almost 12 million increase. So how was a deficit running when the practice was making more?

MS. BRYANT: Object to the form.

A. This is just the revenue so let's say it this way, if -- if -- if you were making $12,000 a year, $1,000 bucks a month, right, and you had one kid and maybe you were feeding the kid but if you have 12 kids, you've got a goddamn problem. That's what we -- it's an expense problem, it's not a revenue problem. It's a relationship. You can see the EBITDA, that's what matters. It's horrible.

Q. Well, when we look at --

A. It's not -- that's -- that's -- that's the cash, the EBITDA is the money.

Q. Well, right now, I'm focusing on revenues, what money was the practice making. It's making almost 12 million dollars more. So, and now if we look at the next line down, we see that the salaries changed from about 18 million to a little over 30 million between '16 and 2017. What salaries changed or which people were added during that time frame that amounted to that much of an increase in salaries?

MS. BRYANT: I'm going to object to the form. And on the last question, he was answering your question about why the revenues go up between '16 and '17 but there was a net loss. That was your question

and he was answering it. The --
MS. POLVI: This is a speaking --
MS. BRYANT: Wait.
MS. POLVI: -- objection. You're --
MS. BRYANT: Wait a minute.
MS. POLVI: -- welcome to object to the form.
MS. BRYANT: Wait a minute. Can I finish, for the record?
MS. POLVI: This is a speaking objection so --
MS. BRYANT: Shannon --
MS. POLVI: -- you should just say object to the form.
MS. BRYANT: -- if you'll let me at least finish my statement for the record, you can then respond.
MS. POLVI: You're trying to say what his answer was. I'm happy --
MS. BRYANT: Shannon --
MS. POLVI: -- to let him continue his answer but you shouldn't --
MS. BRYANT: -- please --
MS. POLVI: -- testify for him.
MS. BRYANT: If you'd just stop interrupting me, I would appreciate it. He was answering your question in -- in response to the question you asked and when you responded to him, you argued with him, essentially, that his answer wasn't

responsive and then you went on to your next question. So I did object to the form and then I wanted to make the comment for you that he was responding to your question. Your remarks about that -- that are argumentative, quite frankly, I'm objecting to that based on the form. But I want to make it clear, he was responding to your question and I don't appreciate the argumentative response.

MS. POLVI: You're welcome to say object to the form. And you're welcome to give any answer you deem appropriate. If you would like to finish your answer, please tell me, but your attorney cannot give speaking objections on your behalf.

BY MS. POLVI:

Q. So with regard to the salary change, which was my next question, what accounted for the increase in salary change?

MS. BRYANT: Object to the form.

A. So I'm trying to figure out what you're looking at here.

Q. I'm looking at the second row under operating expenses.

A. Yeah.

Q. Well, first row under operating expenses.

A. I know what you're looking at in terms of that. I'm trying to digest the rest of it. So, you know, I wasn't there at the end of 2017 so a lot of this I can't really answer, or I could and I'd be speculating. If I try to help you with the question that you're trying to get at for your fiscal year 2016 of $17,900,000, relative to the first six months of 2017 when I was there, the 15 would basically be 30 if you doubled it. So on that run rate, I can understand your question and the answer would be relative to the growth. So we had nine sites when I started, I grew this practice to 27 sites before I left. That was my number one objective. And those sites all had lots of providers and lots of personnel and staff in them. That's a three times increase. That's only a half -- half as much in expenses.

Q. And as the fiscal year of 2016 developed and then you're only there for, as you noted, about half of the year for 2017, do you know how much in terms of additional staffing that was added amounted to this increase that we see?

A. I'd have to go back and look at a bunch more numbers to be able to answer the question effectively.

Q. Okay.
A. But you could back into it. You could do some rough math.
Q. And based on your testimony earlier and your discussions about tax, excuse me, cash flow are the deficiencies that we see here, in terms of the EBITDA row, is that attributable -- well, let me rephrase that. It's kind of a confusing question. Let me start over. We see that there's a deficit running on that row of EBITDA, correct?
A. Yes.
Q. And based on your testimony earlier, are you saying that that deficit was only become known around the time frame that Paul Miller was terminated?
A. No. I think I said before we got into these -- looking at these pages, that as I recalled it, we started having cash flow issues earlier and it was related to how much we were growing, how quickly we were growing and what the debt service was on the -- on the loans. Wasn't a huge concern earlier on. In fact, we were doing well in terms of what the financial statements normally said as far as the growth of the

business. But at some point we realized that the cash wasn't keeping up, wasn't going to keep up, and the receivables were overstated. So we needed to write those down, in which case, you know, your revenue comes down and all of a sudden, you've got a bigger earnings problem.

Q. So next I want to ask you about this exhibit in relation to Exhibit 11.

COURT REPORTER: Number 12.

(Plaintiff's Exhibit Number 12 was marked for identification purposes).

Q. So this Exhibit 12 is a profit and loss chart for 2017.

A. Okay.

Q. And I'm going to ask you about when we look at the revenue versus the total revenue we see over in Exhibit 11. So when we look at Exhibit 11 and 12 together, fiscal year 2017, total for Family Care Partners Holdings was about 48 million and then we look on Exhibit 12, we see that the revenues for CFP, Colonial Family Practice, was about 29 million.

A. Where do you see that?

Q. In the --

A. Okay.

Q. -- column --
A. It's just the --
Q. -- under revenue.
A. -- it's just the very top. It doesn't have the rest of the revenue and that's not an apples to apples basis.
Q. And then we go all the way down to the bottom, which is the total --
A. Uh-huh.
Q. -- and that would be about 37.5 million. So if we look at the total of about 48 on Exhibit 11 and the 37.5 that we see for the same year from Colonial Family Practice, would it be fair to say that Colonial Family Practice, that revenue accounted for most of what Family Care Partners Holdings had?
A. Your records look --
MS. BRYANT: Object to the form.
A. -- poor because it doesn't seem to match. I don't know who generated these. But the 47 that's on net patient revenues, I think should be the same as the 56 less potentially some other amount. But I'm not even sure these things are consistent. I don't know who generated them. I don't know. I wouldn't necessarily use them that

way. I can answer your question, though. Colonial Family Practice, in terms of the group that represented that, generally had the docs that were producing the most, including Clay and the rest of those folks, so that was normally the one that was producing most of the revenue.

Q. Okay. And are the charts that we're looking at, Exhibit 11 and Exhibit 12, in the type of formats that you were seeing them while you were CEO?

A. You know, as a CEO and as a guy who's been a chief financial officer in the past, you see a lot of different cuts of -- I wouldn't normally look at the cut that's Exhibit 12, it's more detailed than I probably would necessarily need to see it. And 11's a little bit too bubbled up. So it was normally something in between, I believe, if we went back to look at board docs and so on. But, you know, I looked at all kinds of stuff and since we were in such a bad spot, even before 12/31/17, I would have seen something at a detailed level. This looks like it had a GL account number, that 4100 probably represents a GL account number, so yes I guess is the answer.

Q. In Exhibit 12 on the third page towards the bottom, second row.

A. Yeah. Oh, no, that --
MS. BRYANT: What page?
MS. POLVI: Third page.
A. Third page?
Q. Uh-huh.
A. Okay. Okay.
Q. I'm looking under other expenses, 6312.
A. Uh-huh.
Q. Management fees of almost 22 million. To whom are those management fees going?
A. I don't know what that would be. That -- that looks odd. The $500,000 is probably the Varsity amount. But on a P&L, on a profit and loss statement like this, that can show up as an expense but it can not be paid in cash so it could be -- been accrued, it probably was accrued. In other words, they weren't giving them the money, they were just booking the expense that they needed to pay at some point. I have no idea what the 22 million is. That looks very strange. I'd have to see a lot more to figure out what that is.
Q. Okay. When we look on the second page of Exhibit 2 (sic), looking at still that second column --
A. Uh-huh.

Q. -- which is the CFP, it's showing that Colonial Family Practice, when we follow it down, total revenue is about 37.5 million, their total payroll and related expenses were over nine million. So would you agree that, at least in terms of revenue to payroll, there's still a lot of revenue that was coming in from Colonial Family Practice?

A. It wouldn't be the right way to think about it. The business was run in totality so there wasn't separate money. There was no, you know, separate chunks that you could get at. That's just the way you accounted for it to try to see how the practice was performing, but the business was run in totality. All the money was commingled when it came in. We didn't -- you wouldn't do it that way.

Q. Okay. When we look at the last page which shows for Colonial about a 1.75 million dollar deficit --

A. Uh-huh.

Q. -- would you agree that without the 21.7 million dollar management fees the practice was running at a profit?

A. No, I don't think that's the way to look at this

financial statement at all.

Q. And how do you differ in terms of concluding what you see?

A. I think the only, you know -- again, you'd have to see a lot more of the records to figure out what's going on. But the at the end of the day, as of 12/31/17, the business lost seven and a half million dollars. That's what's going on.

Q. But you as the CEO --

A. And I don't think anybody's taking cash out of this business. I don't think that's the way to interpret the management fee line.

Q. Well, what I'm trying to get at and determine in this line of questioning is where does that total revenue from Colonial Family Practice, the 37.5 million, where did it go? And I understand you weren't there at the end of the year but at least as of when you left as CEO, where was it going to?

A. It's going to pay for the expenses and, like I said, the first thing you do is you pay the salaries because otherwise you don't have people to do anything, so that's the first thing. Next is real estate because you can't get kicked out. And then you go down the line to things that are

third priority and so on. That's where it was going. These statements, assuming the numbers are accurate, show you exactly where it went. And it was all getting eat up -- eaten up by expenses.

Q. And your testimony is you don't know what constitutes the 21.7 million allocated to management fees?

A. Yeah, I -- I don't know what that is in this statement. You know, the best I could give you is it could be an allocation for the records relative to how money was shifted between the two entities, North Carolina/South Carolina, that kind of thing but, you know, don't -- don't know exactly what it was.

COURT REPORTER: This is 13.

(Plaintiff's Exhibit Number 13 was marked for identification purposes).

Q. Okay. This is my last exhibit. In terms of financials, this shows 2016 and 2017 --

A. Okay.

Q. -- for Colonial Family Practice. Who would be -- during this time frame when Family Care Partners and Varsity and Colonial are all working together, who would be responsible for filing the

taxes on behalf of the practice?

A. So the chief financial officer would be responsible ultimately and I think he was using an outside firm to do that. Usually CFOs don't have that broad of experience so they use some expert, especially for taxes.

Q. And in terms of the gross receipts that we look at on Exhibit 13 for the current year 2017 to what we see in Exhibit 12, do you have any knowledge as to why they would be different for Colonial Family Practice?

A. You know, there's usually some specific -- that's one of the reasons CFOs use tax specialists. There's usually a difference in terms of how you're allowed to report things and so I'm certain that it has everything to do with the way the tax code is written and what they were allowed to record as revenue in the tax reporting. That's pretty consistent and pretty common with any business, unless it's on a cash basis, then sometimes it's easier. But we had moved this to an accrual basis and it actually says that on Exhibit 12.

Q. And in terms of the cash flow from the multiple practices, kind of under where you talk about the

27 sites, did all of those source together in one pool or did they remain separate for each of the different practices?

A. So the ones that were in South Carolina sourced together in one pool and we brought them all in separately in that Fort Mill accounts receivable group. The North Carolina was a challenge because of their -- a lot of complexities around this. I don't remember all the details, but you need to show the cash entity in the separate states, so there was separate accounting for the North Carolina business. But for the most part, most of the practices were in South Carolina so it all came in here.

Q. Okay. I think I've asked you about the conversations that I'm aware of and communications between you and Dr. Pridgen as it relates to partnership. Are there any other that you know of occurring that we have not talked about during your testimony today?

A. Occurring right now? What do you mean by occurring? Occurred?

Q. Have any --

A. Past tense or present tense?

Q. I'm happy to rephrase it and make it clear.

Other than the conversations and communications that you've already testified about, some of which were verbal, some of which were written, are there any others that you had with Dr. Pridgen about partnership that we have not talked about today?

A. No, I don't believe so.

Q. And were there any other communications with other leaders in any of these entities that you spoke with about partnership with regard to Dr. Pridgen that we haven't talked about today?

A. I think you've covered it all.

Q. Other counsel may have questions for you.

MS. DUNLAP: I -- I don't have any questions.

THE WITNESS: Okay.

MR. LEHRER: I do have a few questions.

THE WITNESS: Sure. Sure.

EXAMINATION

BY MR. LEHRER:

Q. And I'm Jeff Lehrer. I represent Varsity in this case. There -- we've had some testimony from other witnesses that kind of, for ease of reference, that sometimes people would refer to Varsity to refer to Family Care Partners Holdings board.

A. Uh-huh.
Q. Would you agree that that occurred during the time you were managing the Family Care Partners portion?
A. I wouldn't think about it that way. I think it's a separate legal entity and that Varsity partners happened to participate on a board like they participate on a lot of companies that they owned boards but the two are not the same.
Q. They're not the same. And so the -- you know, after the, what we've referred to as the Varsity transaction, there is a -- there is a Varsity entity that purchases the majority interest in Colonial.
A. Uh-huh.
Q. Is that your understanding?
A. That is my understanding.
Q. And that, as part of the transaction, Family Care Partner Holdings is established?
A. That's right.
Q. And is that the entity you would have been employed by?
A. So I'd have to think about how the legal structure works. So there's -- you know, there's always a legal entity name and there's often a

d/b/a. I think Family Care Partners was technically a d/b/a. I don't think it was the legal entity name. I think Colonial ended up being the legal entity name. So I think my checks, if it was done properly, would have said Colonial Family Practice.

Q. But -- but you were -- were you an officer of Family Care Partners Holdings?

A. I believe that's the way that -- like my employment contract would have worded it that way, yeah.

Q. You know, I've got here, and you can look at it if you'd like to, but Family Care Partners Holdings operating agreement. Do you know if you ever saw that?

A. Oh, I'm sure I did, yeah.

Q. Okay. And Section 6.1 talks about the board of directors and it says that "Subject to the restrictions contained in this agreement, including Sections 5.3, the board of directors will manage the company in accordance with the agreement and will have full, exclusive and complete discretion to manage and control the business and affairs of the company."

A. Yeah.

Q. Would you agree that was the case?
A. Totally.
Q. And I think you testified earlier that there were some Varsity officials who were appointed to the board of Family Care Partners Holdings?
A. Yes, sir.
Q. And so through that role, as board members, those officials had the ability to manage the business; is that correct?
A. They did.
Q. Okay. Do you have any reason to believe that as they were managing the business as board members they were acting outside of what their authority was under this operating agreement?
A. No, not at all.
Q. Okay. And I think, you know, you made some comments throughout your deposition that, you know, Dave would make those decisions, I think even as we talked about the -- the amount of buy-in. And I think you said, at certain times, that would be a Dave decision. Did you actually mean that would be a Family Care Partners Holdings board decision?
MS. POLVI: Object to the form.
A. I think it depends on the question that I was

being asked. Some of them, you know, I think was in -- within Dave's right to make the decision. Other things he would have properly brought to the board, I think. Despite us having our differences, he would have done it very appropriately and by the letter of the law.

Q. And in terms of him having some authority to make a decision without the board, would -- was your understanding whether that would have been his role as the chairman of the board?

A. Yeah, that's correct.

Q. I mean he didn't have a -- he didn't have some documented authority to manage Family Care Partners Holdings, outside of the operating agreement, to your knowledge --

A. No, sir.

Q. -- did he?

A. No, sir.

Q. Okay. All right. And Varsity didn't have the ability to manage Family Care Partners Holdings outside of what was outlined in the operating agreement, did it?

A. That's right.

MS. POLVI: Object to the form.

A. That's right.

Q. Okay. Do you -- do you ever remember there being a board meeting where there was a contested vote, meaning there was a disagreement among the board as to, you know, what the decision was going to be?

A. I don't think we brought a topic to the board that wasn't researched and thought through well enough that even one board member dissented.

Q. Okay. You don't recall any contested vote?

A. No, sir. I would state one other thing that seems highly relevant to the record. So, as it relates to the board and that operating agreement and Dave's responsibilities, he couldn't influence a doc's behavior. That had to be medically oriented, as I established before, in Carolina law. So if anybody was going to tell Dr. Pridgen or any other doctor what to do, it had to be the chief medical officer and Dave would have adhered to that regulation.

Q. And in terms -- I think we got this in the record but just to clarify. After -- after Family Care Partners Holdings was established, is that the only entity in which partnership was available to a provider such as Dr. Pridgen?

A. Yes.

Q. Okay. And was the sole -- who had the sole discretion on voting for partnerships in that entity?

A. It would have been the board and nobody else. And the chief medical officer would have been represented, as you saw, on the board. Either Clay or Dr. Gary Katz was on the board at any one point or at one point they were both on the board. And they would have been, you know, sought -- sought out and viewed as the people that had maybe the best perspective. So that -- that's who even the chairman would have relied on pretty heavily.

Q. Okay. And you testified to a management fee that you thought went to Varsity.

A. Yes.

Q. Could that management fee have actually been to Family Care Partners Management?

A. So, no, I don't think so. I think the way this worked was Colonial Family Practice cut a check to Varsity as a part of their management fee as the PE sponsor. As I mentioned, I think that -- well, I remember once Dave was frustrated because my CFO, who was trying aggressively to manage cash flow, held off on making the payment to

Varsity and so David called about that. But -- and I also think that that was terminated at some point when cash became super tight and it was treated as an expense but not paid.

Q. And do you know the specific entity that that management fee would have been paid to?

A. I would assume it's, you know, Varsity Healthcare Partners, LLC or whatever that --

Q. Something like --

A. -- legal entity is. Yeah, I think so.

Q. Did you ever remember seeing any of those payments or did somebody else handle that?

A. I think when Dave called because he was pissed because Paul had not cut the check on time, I went and personally dug into it like I did a lot of other stuff and I think I actually went and figured out exactly, either from a check register or something else, what was sent out to them. So I probably even saw a blank or a -- a post-dated check.

Q. Okay.

A. But, you know, it's been a long time, so.

Q. All right. Was -- was there also a management fee paid to Family Care Partners Management?

A. At some point I think there was a construct like

that. In fact, I'm sure there was because of the way the legal entity structure had to work between Colonial and they were paying us as the management team to help run the practices, so yes, that's true. As a matter of fact, that could be what a lot of that 22 million is.

Q. All right. That's all I have.

MS. DUNLAP: I apologize, Mr. Watson. I do have a few follow-up questions after --

THE WITNESS: Sure.

MS. DUNLAP: -- Jeff's questions.

EXAMINATION

BY MS. DUNLAP:

Q. My understanding from your previous testimony is that once Dr. Katz became CMO he no longer had voting rights on the board; is that correct?

A. I guess that is technically correct.

Q. Okay.

A. I believe that's right. I think he stepped -- I think he officially decided he had to step off the board so he did.

Q. Okay.

A. He attended just like Paul Miller would have. He was a critical member of the management team but not officially on the board. I think I was the

only member of the management team that was on the board.

Q. So is my understanding correct that once Dr. Katz became CMO he did not have the ability to vote on perspective partners? He could make recommendations but he could not vote?

A. Yeah, that's a good clarification. That's true.

Q. Okay. And the only way that a partner could be -- a physician could be elevated to a partner position would be with a board vote?

A. Yes.

Q. All right. Dr. Katz, I think you testified he was -- you tasked him or he was tasked with the responsibility of coming up with a set of objective criteria by which physicians would be, I guess, compared when considering whether they would meet the qualifications of partner? Sorry, that was a very long-winded --

A. But yes.

Q. -- way of saying that.

A. Yes.

Q. Okay. I believe your testimony was that those -- he came up with some criteria but they were never formally voted on by the board; is that correct?

A. I think that that's correct. I don't believe

they ever were.

Q. Okay. Are you aware of any board meeting taking place between the time that you -- let me go back to an exhibit because I don't remember the date. When is the last board meeting that you attended, if you know?

A. Probably was, you know, I want to say April of '17, but the fact is I think that might have been where that New York meeting went -- happened. So it was probably even earlier than that, like maybe January then.

Q. Okay. So I think that's right. I'm looking -- look back at Exhibit 6.

A. Okay.

Q. It looks like there was a board meeting, if we look at Colonial 3573, there's an agenda for a board of directors meeting dated Tuesday, January 31st --

A. Yeah.

Q. -- 2016. We just -- we established that was a typo, that was held in --

A. I believe so, yeah.

Q. -- 2017, right?

A. Yes. Yes, ma'am.

Q. Okay. Was there ever a board meeting held

between the time of this board meeting that happened on January 31, 2017, and your termination in July of 2017?

A. I don't know that there was because, again, I think we had, you know, had the big concern and we had the New York meeting so I don't know that we did have an official board meeting.

Q. Okay. Were you ever present for any conversations between Dr. Katz and Dr. Pridgen?

A. I want to say probably but I don't really recall when.

Q. I was going to say, do you have any recollection of what was discussed?

A. No, I don't even remember if we actually did that. I mean I just don't recall.

Q. Do you -- and I think your testimony was earlier that you don't recall any specifics of conversations you had or may have had with Dr. Katz regarding Dr. Pridgen?

A. No, other than, you know, some of the stuff we, I guess, already put in the testimony, right. That was more general like, hey, you know, what do you think, here's what the business data is, what kind of criteria should we create; just what we've sort of established already, nothing beyond

that.

Q. And are you aware of Dr. Katz taking any actions to prevent Dr. Pridgen from becoming partner?

A. I don't know. The way you worded that, I wouldn't -- I guess I couldn't say -- I wouldn't answer it -- how do I say this? I think he was trying to figure out what the right answer was. I don't think he was on a mission to prevent something.

Q. Okay. Thanks. That's all I have.

MS. BRYANT: I don't have any questions.

MS. POLVI: Okay. Off the record.

MS. BRYANT: Wait, wait, wait. I want to put something on the record.

MS. POLVI: Okay.

MS. BRYANT: I just want to make sure you didn't have any other questions.

MS. POLVI: Yes, we're done.

MS. BRYANT: Wait, wait. Okay. I want to put on the record that a number of the exhibits used during the deposition were marked confidential, some were not marked confidential, probably because they came from a made up spreadsheet. And so for the record, I want to mark Exhibits 1, 2, 3, 6, 8, 10, 11, 12 and 13 as confidential. And I also

want to mark the portion of the testimony about Mr. Watson's compensation while at Colonial as confidential pursuant to the protective order in the case. That's all I have.

(There being nothing further, the deposition concluded at 4:59 p.m.)

CERTIFICATE

Be it known that I, Christine A. Cortright, do hereby certify that Thomas W. Watson appeared before me and I took the foregoing deposition at the time and place aforesaid by means of stenomask with backup; that I was then and there a notary public in and for the State of South Carolina and that by virtue thereof, I was duly authorized to administer an oath; and that the witness was by me first duly sworn to testify to the truth, the whole truth, and nothing but the truth.

I further certify that the foregoing transcript represents a true, accurate, and complete transcript of said deposition. This transcript may contain quoted material; said material is transcribed as read or quoted by the speaker.

I further certify that the witness was given an opportunity to read and correct said deposition and to subscribe the same. Should the signature of the witness not be affixed to the deposition, the witness shall not have availed himself/herself of the opportunity to sign or the signature has been waived.

I further certify that I am neither employed by nor related to any of the parties in this matter nor their counsel; nor do I have any interest, financial or otherwise, in the outcome of this action.

Witness my hand and seal this 4th day of November 2019.

Christine A. Cortright

Christine A. Cortright
Notary Public for South Carolina
My Commission Expires: 08/16/2026

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF RICHLAND	)	C/A NO.: 2018-CP-40-02545
	)	
Dr. Kaoru Pridgen,	)	
	)	
Plaintiff,	)	
	)	
v.	)	
	)	
Colonial Family Practice, LLC; Varsity Family Care Partners, LLC; Family Care Partners d/b/a Family Care Partners Management, LLC; Dr. Clay Lowder; Thomas W. Watson; and Dr. Gary R. Katz,	)	
	)	
Defendants.	)	
_____	)	

DEPOSITION OF

GARY R. KATZ, M.D.

****

Tuesday, April 9, 2019

9:09 a.m. - 4:32 p.m.

The deposition of GARY R. KATZ, M.D. was taken before Andrea R. Taylor, a notary public in and for the State of South Carolina, commencing on Tuesday, April 9, 2019, at Parker Poe Adams & Bernstein, LLP, 1221 Main Street, Suite 1100, Columbia, South Carolina, pursuant to Notice of Deposition.

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REPORTER'S NOTE:

(Exhibits Numbered 1, 2, 3, 5, 6, 13, 14, 15, and 16 are confidential, as well as the questions and answers pertaining thereto.)

EXHIBITS

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STIPULATIONS

It is stipulated by and between counsel for the respective parties that all objections are reserved until the time of trial, except as to the form of the questions.

This deposition is being taken pursuant to the South Carolina Rules of Civil Procedure.

- - - -

The reading and signing of this deposition is reserved by the deponent and counsel for the respective parties.

Whereupon,

GARY R. KATZ, M.D., being duly sworn and cautioned to speak the truth, the whole truth, and nothing but the truth, testified as follows:

EXAMINATION

BY MS. POLVI:

Q. Good morning.

A. Good morning.

Q. We met a few moments ago, but let me reintroduce myself on the record. My name is Shannon Polvi. I'm an attorney at Cromer, Babb, Porter and Hicks, and I represent Dr. Pridgen in her lawsuit. You've been named as an individual defendant. My understanding is that your

position is that you're not a proper defendant. So one of my primary purposes today is to find out what you do know and what the extent of any liability might be. And if there is an indication that you are not a proper defendant, we have discussed potentially dismissing you. So, but I need to first find out what you know in order to make that determination. First, let's get your full name for the record.

A. Gary Robert Katz.

Q. And have you gone by any other legal name in your life?

A. I have not.

Q. And have you ever been deposed before?

A. I have not.

Q. Okay. So all the more important that I kind of run through the procedural things of a deposition so that we're on the same page. First, do you understand that we have a court reporter here today that is recording everything that we verbally say?

A. Yes, I do.

Q. And do you understand that after the conclusion of the deposition, she will transcribe what we verbally say into a written transcript?

A. Yes.
Q. And you will have the opportunity to review it. It's called an errata sheet at the back of it where you can make any changes or corrections you feel are necessary. You can't change a substantive answer like a yes to a no. But if you think maybe something was transcribed inaccurately or you do need to make a correction, that's the proper time to do it.
A. Thanks for telling me about that.
Q. Sure. And also the best time, too, is if you remember something that's responsive to an earlier question while we're still here today, you feel free to tell me if you remember something else that you think is pertinent.
A. Yes, ma'am.
Q. Please tell me if you do not understand any question that I've asked. I want to make sure that you understand the question because we will assume that if you answer the question that you understood it.
A. Yes, ma'am.
Q. And so far I appreciate it, you've given all verbal answers. If you at any point forget and just give a nonverbal answer, probably one of us

will remind you. It's not us being rude; it's just to make sure that Andie, our court reporter, is able to accurately have a record of what your response was.

A. Yes, ma'am.

Q. And it is natural for us to anticipate what one another might say. I will try not to interrupt you; try not to interrupt me. I do not believe that we have to go a sprint through. I believe in breaks. And so if you need a break at any point, tell me. I intend to take breaks, I try close to an hour, just because we all need to stand up and have comfort breaks. But if we do take a break or you request one, I do ask that you answer the previous question before we break. Have you taken any medications that would interfere with your ability to answer my questions?

A. I have not.

Q. And have you taken any alcoholic beverages in the past 12 hours that would influence your ability to testify?

A. I have not.

Q. And now that the deposition has started, any clarifications, definitions, or explanations of

any of the words or questions that I ask need to be presented to me and not to any counsel.

A. I understand.

Q. And is there any reason that you can think of that would hinder your ability to give me full, complete, and truthful answers?

A. There is not.

Q. I do have some documents here that we'll probably reference later, but kind of the beginning of the deposition I just intend to ask you questions, kind of have more of a dialog. And I ask that during any breaks, feel free to talk with anybody about, you know, non-substantive issues, but anything that's related to the deposition or potentially this case, please don't discuss it during any breaks.

A. I understand.

Q. So first I want to kind of get a little bit of background about you. How long have you been in the medical field?

A. I finished medical school in 1998. Prior to that, I was a medic, an EMT, emergency medical technician. I got that license, I want to say, 1987 or 1988.

Q. And since becoming a physician, what specialties

do you have?

A. I'm a specialist, board certified in emergency medicine.

Q. And at some point during the deposition, we might probably, either of us, abbreviate some of the entity defendants in this case. I just want to kind of go over those and make sure we're kind of on the same page. So one of the named defendants is Colonial Family Practice, LLC. Would it be fair to say that if either of us refer to CFP or Colonial or Colonial Family Practice, that's the entity we're referring to?

A. I understand.

Q. And with regard to Varsity Family Care Partners, LLC, another named defendant, would it be fair to say if we abbreviate to Varsity that that's the entity we're referring to?

A. Yes.

Q. And also there's a named defendant Family Care Partners d/b/a Family Care Partners Management, LLC. If we abbreviate that to maybe FCP or Family Care Partners or Management, would those abbreviations, be fair to say that we're referring to that entity?

A. It would be.

Q. When did you first become affiliated with any of those three entities?
A. I joined the board in 2016. I accepted an invitation on or about June 1st of that year.
Q. And who, if anyone, kind of recruited you to that position?
A. I was contacted by Tom Watson.
Q. And what was his role at the time?
A. He told me his role was CEO.
Q. And what benefits did you see from employment with the board?
MS. DUNLAP: Object to the form.
Q. And your counsel may object at any point to a question that I've asked. If you're still able to, please do so answer. If you need me to clarify, happy to do so.
A. Please feel free to restate the question for me.
Q. Sure. When you spoke with Mr. Watson about potentially becoming affiliated in some kind of employment capacity, what benefits or incentives did you perceive there to be?
A. I don't think I understand your use of the word "employed."
Q. Well, at some point you were in an earning capacity, correct, as in earning income?

A. Can you clarify that a little?
Q. Sure.
A. I don't mean to be hard.
Q. Sure. Sure.
A. I just don't understand your question so --
Q. Sure. So let's backtrack even further.
A. Okay.
Q. When you -- you said you started around June 1, 2016, who was employing you or hiring you at that time?
MS. DUNLAP: Object to the form.
A. I don't think I can answer that question the way you've asked it.
Q. Would it be are you referring to that I need to refer to you as a stakeholder?
A. I accepted an invitation on June 1st to join the board. That's the date that I notified David Alpern that I would join the board; however, my role with the board did not start on that date.
Q. And let's stay with the role with the board. What was the role with the board that you held?
A. It was described to me that I would be what I would refer to as a subject matter expert on assisting the chief medical officer with identifying opportunities for quality, for

alignment of practice patterns, reducing practice variation, and value-based purchasing.

Q. And in that answer you referred to the -- that was your understanding that you would be a subject matter expert. Who relayed that to you?

A. That was communicated to me by Tom Watson.

Q. And when you started earning some form of income for be it that subject matter expert position or some other type of position, when did that start?

A. I don't understand your use of the word "income."

Q. When is the first time you received money from Varsity Management or Colonial Family Practice?

A. With the previous part of the question you said with respect to the board. Can you -- are these two questions tied together?

Q. Okay. So I understand that you're kind of having some headway here with our questions. I mean, essentially, my question is just to seek when did you start earning any type of money from any of these entities? Essentially, I'm just trying to establish kind of the time frame when you're involved with any of these named defendants. That's my primary goal from these questions. I'm not trying to trick you, I promise.

A. I understand. I just want to ask -- I want to be

able to answer the question that -- that you're asking and earlier you said that my answering is indication that I understand. I don't understand your question.

MS. DUNLAP: If I can help, I'm not trying to give a speaking objection. But he's not -- when he's a member of the board, he's a member of the board. He's not an employee of the board.

MS. POLVI: Right, and I changed that type of question.

MS. DUNLAP: Okay.

MS. POLVI: I mean, don't get hinged on --

MS. DUNLAP: Income --

MS. POLVI: -- the employee word.

MS. DUNLAP: You know -- maybe receive income is how -- earn income indicates some type of employment, I think. I don't know.

Q. So when did you start receiving money of any form from the board?

A. The arrangement that was described to me was that I would receive interest, ownership interest for my performance of my board duties over a period of five years. The amount of that interest was 0.25 percent of the fully diluted shares.

Q. When did that occur?

A. I didn't receive --

Q. I guess when did the offer occur?
A. The offer was made to me by David Alpern in May of 2016. And it was that offer that I had accepted on the 1st, on or about the 1st of June.
Q. And in the subject matter expert role with the board, what type of duties did you perform?
A. I participated on phone calls with members of the operations team, Mr. Edward Motherway, and the -- forgive me, I don't recall the gentleman's name at this point, but he was the information officer, the chief technology officer for Family Care Partners. And we would discuss the federal MIPS program, M-I-P-S, which was part of the MACRA, M-A-C-R-A, law.
Q. Did you have satellite visits to medical practices?
A. What do you mean by satellite visits?
Q. Where you physically went to the medical practices?
A. During my time on the board?
Q. Yes.
A. No.
Q. With regard to the ownership interest for performance of board duties that you referred to earlier in your testimony, who drafted that

agreement or those terms?
A. Mr. Alpern.
Q. And what did you understand his role to be at that time?
A. He was chairman of the board.
Q. Did you and Mr. Alpern know each other in any capacity prior to around this time frame?
A. We did not.
Q. When you were considering becoming a part of the board, did you have information about the profitability of Varsity?
A. I did not have information about the profitability of Varsity.
Q. Now I want to kind of segue to a little bit different topic; is when did you first meet Dr. Pridgen, my client?
A. I first met her in person after I started with Family Care Partners Holdings in my role as chief medical officer.
Q. When did you start in that role?
A. On or about the 1st of February, 2017.
Q. Who hired you into that role?
A. I was hired by -- I guess I was hired -- well, I don't know -- I don't know who all were the -- all the people involved in the decision, but I

believe that Mr. Alpern was involved and Mr. Watson.

Q. And as the chief medical officer for Family Care Partners Management, what were your primary duties?

MS. BRYANT: Object to the form.

A. Could you restate the question for me?

Q. Sure. As chief medical officer for Family Care Manage -- Partners Management, what were your primary duties?

MS. BRYANT: Shannon, if I could just clarify, he said he said he was chief medical officer of Holdings and your question is asking about Management. So I just want to make sure you're asking the right question.

Q. In the chief medical officer role, just clarify for me, which entity did you -- were you the chief medical officer for?

A. I don't know the answer to that.

Q. Okay.

A. It was one of the FCP level. I was not an employee of Varsity. And I don't know if it was Holdings or Management.

Q. That's fair. So in the chief medical officer position, what were your primary duties?

A. I saw my primary duties as trying to identify areas of practice variation that would reduce our value proposition for payers, for government payment incentive programs and for patient quality.

Q. How long were you in that chief medical officer role?

A. Slightly shy of seven months.

Q. In that role, who did you directly report to?

A. Thomas Watson.

Q. How frequently did you and Mr. Watson interact when you were in the CMO role?

A. Can you define "interact"?

Q. Fair. Speak with one another in an either verbal or electronic capacity?

A. We communicated most days of the week.

Q. Did Mr. Watson seek your input for which physicians would or would not be considered for a partner or shareholder role?

A. Can you -- can you tell me what you mean by seek my input?

Q. Did he ever ask for your opinion as to who should or should not become a partner or a stakeholder?

A. No.

Q. Did anyone on the board ask for your opinion

about who should or should not be given partnership or a stakeholder position?

A. No.

Q. And I know these are ultra basic facts of the questions --

A. That's --

Q. -- I'm about to ask, but it is material because one of the claims that Dr. Pridgen has against the entities relates to a sex discrimination with regards to pay. So we just need to establish on the record, what is your gender?

A. I am male.

Q. And what is Dr. Pridgen's gender?

A. She tells me she is female.

Q. Fair. Just something to establish on the record. And my understanding is that -- well, let me backtrack. My understanding is that you have personal knowledge about statements of maybe one or more persons about people expressing opinion that they did not want Dr. Pridgen to become a partner because she's a female. My understanding is that's not your opinion, that you might have heard someone say that. Did you ever hear anyone affiliated with these entities say that they did not want Dr. Pridgen or another female to become

a partner or a stakeholder?

A. No. I'm sorry, can you restate that question?

Q. Sure.

A. Can you -- whether it's read back exact -- I just want to make sure I absolutely answered that clearly.

Q. And I can kind of phrase it in a different way too that makes it maybe a little more succinct. My understanding is this is not your personal view, but that you might have heard a view of someone else in leadership of one of these entities say that they did not want a female to become partner. Did at any point you hear someone say, even if it's not in those exact words, that general intent?

A. No.

Q. Did you hear anyone in a leadership role of any of these three named defendants that are entities say that they did not intend to make Dr. Pridgen a partner or stakeholder?

A. Can you -- can you restate that question again? I'm sorry.

Q. Did you ever hear any leadership individual in any of these three named defendant entities say that they did not intend to make Dr. Pridgen a

partner or stakeholder?

A. What I can tell you is that -- is that her becoming a partner or stakeholder or shareholder was never brought into consideration in a formal environment where I was participating.

Q. And during the same time period when you were CMO, the just shy of seven months, was Dr. Baker, a male doctor, put forth for partnership?

A. No.

Q. Were you aware of partnership discussions about him that had occurred at some point close to the time that you were CMO?

A. I believe that the discussions of him becoming partner or shareholder predate my position as CMO.

Q. And your testimony, and I might be paraphrasing the exact words you used, but you indicated that Dr. Pridgen becoming a partner or stakeholder or shareholder was never brought into consideration while you were a CMO. Did you have any opinion as to why?

A. As to why what?

Q. As to why she had not been put forth for consideration?

MS. DUNLAP: Object to the form. Go ahead.

A. My understanding of the process was that the board made buy-in decisions -- I don't know if that's the correct phrase -- but buy-in decisions or share acquisition decisions. And the board did not meet during the -- my time as chief medical officer.

Q. And just to make sure its clear on the record, the board of which entity?

A. The -- the Family Care Partners.

Q. Do you know of anyone involved with the three named defendant entities who opposed Dr. Pridgen becoming a partner or shareholder?

A. Are you asking based on her gender?

Q. I'm going to keep it as the general question.

A. Again, to restate my answer from before, she was not considered in any formal environment.

Q. And to the extent of your personal knowledge, what opposition was there to Dr. Pridgen becoming a partner or shareholder?

A. I'll restate my previous answer that she wasn't considered in a formal environment. As I described, my understanding was that the board made those decisions, and the board did not meet.

Q. Were you given any reason why the board did not meet?

A. There was an email sent by David Alpern in maybe April, if you'll allow some latitude on the dates, saying that they were going to reschedule the board meeting. And -- and I anticipated that another board meeting would be rescheduled, and during my time there, it was not.

Q. With regard to Dr. Pridgen's gender, female, was there any discussion when you were present by any other leaders of the three named defendant entities about Dr. Pridgen's gender having any impact on her employment in any form?

A. The only time that her gender came up when I was present was after she filed a complaint with the EEOC.

Q. What was said then?

MS. DUNLAP: I'm going to -- I'm going to instruct you not to answer any question that would cause you to reveal privileged conversations that you had with counsel or that were in connection with preparation to defend your employer in connection with that charge. If you can answer without waiving that privilege, then you're permitted to do so.

Q. And I can give some boundaries to that. Is that any communications you had with Mr. Watson, Mr.

Alpern, any other non-lawyers would be available for you to testify about. If you had conversations with counsel, those would be attorney-client privileged.

MS. DUNLAP: And I'm going to object to that characterization because conversations that Dr. Katz had with other members of management of Family Care Partners in preparation for defending that charge would be protected under the work product doctrine and, therefore, privileged.

MS. POLVI: I entirely disagree is that --

MS. DUNLAP: Okay.

MS. POLVI: -- on the record, is that if Dr Katz is speaking with other individuals, be it even in management, when they're talking about a case, if they're not seeking legal advice from an attorney, it is not a work product or an attorney-client privileged; is that they would be talking about, generally, if it's Dr. Pridgen or even her EEOC complaint, that's not a privileged topic. It is if they are seeking legal advice or the legal advice is being given to them.

MS. DUNLAP: If they are talking with one another in order to prepare their defense in connection with that charge, it would be protected by the work

product doctrine and, therefore, privileged. That's my position, and that's my instruction to my client. If we disagree, then we disagree, and we know the procedure for handling that.

MS. BRYANT: And I'll just add on behalf of the employer, we assert the same privilege and protection.

MS. POLVI: Well, we need for -- if we need to make a motion about it, we need to establish the bounds of what -- are you withholding any information based on that instruction from your counsel?

MS. DUNLAP: Again, my instruction to you -- and I want to be perfectly clear -- is that any communications you had with counsel for Family Care Partners, and I may not be saying that correctly, but your employer at the time you were CMO when Ms. Pridgen's charge came in, any communications you had with your counsel or your employer's counsel regarding that charge, the investigation of that charge by your employer's counsel, the preparation of any response to that charge, strategy regarding that charge, I would tell you that that is attorney-client privileged information and instruct you not to answer so that you do not waive that privilege. With

respect to any conversations you had with other members, key members of management outside, even outside the presence of counsel, that was conducted in connection with preparing the response to the charge that Ms. Pridgen brought against your employer, including any strategy for responding, I would tell you that that is protected by what's called the work product doctrine and also privileged and protected from disclosure and instruct you not to testify regarding anything that might be -- fall within that area. And I'll tell you that if you follow my instruction and I'm wrong, you do not get in trouble, I get in trouble.

Q. I know you feel that -- your facial expression is a rock and a hard place. I understand. But --

MS. DUNLAP: Actually, we're also allowed to have an off-the-record conversation if there's something he is not sure. So I think we might need to take a break and he needs to talk to me probably about what --

Q. Well, first, no, we need to establish is do you have information that you are withholding because of that instruction. We need to first establish that before any sidebar is -- because first you

haven't responded at all to the original question. So these objections, speaking objections have been established on the record, but I need to know are you going to withhold any information that would be responsive because of the instructions from your counsel?

A. I don't feel that I can answer that because of the instructions given to me by my counsel.

MR. LEHRER: Can we repeat the original question?

(The question and answer were read back.)

Q. With regard to Dr. Pridgen's gender, female, was there any discussion when you were present by any other leaders of the three named defendant entities about Dr. Pridgen's gender having any impact on her employment in any form?

MS. DUNLAP: And then did he respond?

A. The only time that her gender came up when I was present was after she filed a complaint with the EEOC.

Q. What was said then?

MS. DUNLAP: Okay. I'm happy to have a private conversation with my client to see if there's anything that would fall outside the scope of work product doctrine or attorney-client

privilege to see if he can provide that information otherwise.

Q. Before that, we need to establish who was involved with -- when you say there was conversation or conversations after the EEOC complaint, who was involved with those conversations? Who was participating?

A. Members of management, members of the board of directors and attorneys.

Q. Was this just one conversation or multiple?

A. They would have been multiple conversations.

Q. As a group of members, board of directors, and attorneys?

A. Those were the individuals involved.

Q. Were attorneys present in each of those conversations?

A. No.

Q. How many conversations were there when attorneys were not present?

A. I don't recall.

Q. More or less than five?

A. I don't recall.

MS. POLVI: Are you still going to maintain your objection if I ask him about the conversation or conversations when attorneys were not present?

MS. DUNLAP: If it was done in connection with preparing the defense or response to the position statement, then yes. I don't know if there were others that fall outside of that because I haven't had the opportunity to discuss it with him. I'm happy to do that. And if something falls outside work product, I'm happy to, you know, tell him that I think he needs to answer the question.

MS. POLVI: And would you limit your sidebar to those topics?

MS. DUNLAP: Yes.

MS. POLVI: Then I think that's best that you'd have a sidebar with your counsel about that so we can determine the extent of what her objection will be.

(Break from 9:47 a.m. until 9:52 a.m.)

MS. DUNLAP: I've met with my client off the record. I will represent to everyone the conversation was limited to whether his response to your question would -- he could respond to your question in any way that wouldn't disclose comments or communications that are not protected by the attorney-client privilege or the work product doctrine. I think there are -- there is -- there

are two comments that he can testify about. Again, my client is in no way waiving the work product doctrine protection or the attorney-client privilege with respect to activities and communications that happened following notification of Dr. Pridgen's charge. So if you want to ask the question again.

MR. LEHRER: Can I have just a second?

MS. BRYANT: Can we go off the record for a second?

(Off the Record)

BY MS. POLVI:

Q. So with regard to the previous questions we had read back, I'm happy to have them read back again so that we're clear on what the originating questions were, but the objections that your counsel put on the record maintain there -- the questions that I've asked have maintained to be preserved, but your counsel has indicated that there are two comments about which you could testify that are not within the scope of the privilege that she has established on the record. So my question will relate to those two comments that are outside the scope of a -- an alleged privilege.

A. I understand that. Okay. Do I just answer?

Q. Yes.
A. Okay. Sorry. So I believe that I had a couple of conversations or a few conversations with Mr. Watson and Dr. Clayton Lowder after the EEOC complaint was filed. The extent of those conversations, as I recall them, were expressions of disbelief over the assertion of discrimination.
Q. What were the expressions of disbelief from Mr. Watson or Dr. Lowder?
A. Well, I don't recall a quote from them if that's what you're asking. I can paraphrase or summarize if you'd like.
Q. Yeah. With the understanding it is a paraphrase, what do you recall?
A. It would be something like, oh, my gosh, can you believe that -- that we have this allegation or this assertion being made against us?
Q. How did you respond?
A. I was still very new in the job and also shared disbelief.
Q. Did Mr. Watson, Dr. Lowder, or yourself say anything else in regards to the merits or lack thereof and your opinions about Dr. Pridgen's EEOC complaint at that time?

MS. DUNLAP: Object. And, again, if it's anything that goes towards work product or attorney-client privilege, I'd instruct you not to answer.

A. I don't think I can answer that any differently. I think it's well summarized by saying they disbelieved. They had statements of disbelief that -- that the allegation was being made.

Q. Are you aware of any other EEOC complaints during the time that you were affiliated with any of these three named defendant entities?

A. No.

Q. Who first informed you that Dr. Pridgen had filed an EEOC complaint?

A. Your office.

Q. Was that a letter from Mr. Cromer, another attorney at our firm?

A. It was from your office. I don't know who it was from specifically.

Q. What were the requirements for becoming a partner or shareholder at the time that you were a CMO?

A. The requirements that were expressed to me were 550 visits, patient visits per month. Mr. Watson had also told me that he -- one of my first instructions -- I shouldn't say first. One of the early instructions I was given was to develop

a set of criteria for the chief medical officer's recommendation on people being considered.

Q. And I think you already answered this, but I just want to make it clear. During the time that you were CMO, you did not provide a recommendation for Dr. Pridgen to become a partner or shareholder?

A. It was my understanding that the -- that these items were at -- decisions were made at the board level and that the opportunity to make a recommendation would be at a board meeting.

Q. From the June 1, 2016, time frame to the present, how many board meetings did you attend?

A. Three.

Q. Do you recall the dates of those?

A. Not specifically. I'd say mid-July, that was the first board meeting where I was in attendance.

Q. 2016?

A. Yes, 2016. Perhaps early October of the same year; and then end of January just before I started as chief medical officer.

Q. So end of January 2017?

A. That is correct, yes.

Q. And the three board meetings that you attended, about how long were they?

A. They were all day type of meetings. I don't know how many hours that translates to.

Q. First documents of the day. How it'll work is I will give our court reporter the copy that you'll receive. It's the stickered copy. Just make sure not to take it with you because that goes with her.

A. Okay.

(Plaintiff's Exhibit Number 1 was marked for identification purposes.)

Q. So this Exhibit 1 is the first document I want to ask you about. It relates to -- it's an excerpt from some documents we received, essentially, the table of contents for some board meetings.

A. Uh-huh.

Q. So I want to give you the opportunity to look it over and then I want to ask you about it.

A. (Witness reviews documents.)

Q. Okay. So I'm going to first start with kind of -- because it chronologically works from the back to the front. So if you'll turn to what's marked as the bottom right-hand corner 3579. That page. So it indicates this was a review of the first quarter board meetings' notes. And if we turn then to page 3582.

A. Uh-huh.
Q. It has a -- it says, "We are pleased to introduce and welcome Dr. Gary Katz," and then it has some biographical information. Is that accurate biographical information about you?
A. It is.
Q. And when we look at the -- this time frame as introducing you, did you attend the Q1 board meeting when this announcement was made?
A. I believe I participated by phone, but not the entire meeting. Only for a brief portion for the introductions.
Q. Did the board vote about you welcoming in at this point, or was there some prior board vote about you?
A. I have no idea if they had a board vote or not.
Q. Okay. During the time frame that you participated by phone for this introduction, was there any substantive conversations, or was it kind of strictly an introduction?
A. I took it to be an introduction.
Q. And if we turn to the last page of this exhibit, which I apologize, the Bates number is kind of -- looks to be 3584. It's got a Family Care Partner Holdings, LLC, executive leadership team. Is

this the leadership team that was in place when you started with the board?

A. I don't know if that was the case.

Q. Next, I want to ask you still about this document. If we turn to page 3578. It's the Second Quarter 2016 Board of Directors Meeting dated here as July 22, 2016. And you indicated in your testimony that one of the three board meetings you participated in was one in July.

A. Uh-huh.

Q. Would this be that meeting?

A. This would.

Q. And here it indicates that, as of this time, you are listed as a board member?

A. That is correct.

Q. And we see under the CEO executive highlights at the bottom bullet, Physician Buy-in Recommendation (Dr. Baker). What conversations were had during the board meeting about the physician buy-in recommendation?

A. I'm sorry. I don't recall any of those conversations about Dr. Baker.

Q. Do you recall if Dr. Baker was present at that board meeting?

A. To my recollection, he was not present.

Q. And we see that the CEO as identified in the right-hand topic leader is Thomas Watson. Did Thomas Watson have any conversations personally with you about Dr. Baker becoming a physician who was going to buy-in?

A. Are you talking about at that board meeting; is that what we're --

Q. Or at any time.

A. Can you restate your question, please?

Q. Sure. Did Thomas Watson have any conversations personally with you about Dr. Baker being a physician that was going to buy-in?

A. That was going to buy-in, no.

Q. Did Dr. Lowder have any conversations with you personally about Dr. Baker being a physician that was going to buy-in?

A. No.

Q. And were you ever asked for any input on whether Dr. Baker would buy-in?

A. I don't -- I'm sorry. I was drinking. Can you say that one more time?

Q. Sure. Ever asked for any input as to whether Dr. Baker would be able to buy-in as a partner or stakeholder?

A. I don't recall my opinion being sought.

Q. And as indicated a little bit earlier, I think you said that decision seemed to have already been made prior to your time?
A. Again, I don't recall a discussion at the board. So that would be one conclusion.
Q. Next, if we turn to the Bates number 3574. This is dated at the top right-hand corner as a meeting that occurred on October 26, 2016, for the third quarter. Ad you indicated that you recalled attending a board meeting in October 2016; would this be that meeting?
A. This would.
Q. So when we look at this time frame of October 2016, do you recall Dr. Pridgen discussing with you her intent to become a partner or a stakeholder, to buy-in before or after this meeting?
A. I had not met with her at the time of this meeting.
Q. And had Dr. Lowder or Mr. Watson or some other participant at the board meeting discussed with you Dr. Pridgen's intent to become a partner or stakeholder?
A. That was not brought to my attention.
Q. Were there any discussions when you were present

about anything described as an employment agreement when Dr. Pridgen started with Colonial Family Practice?

A. I'm sorry, again, at this board meeting; is that what we're still talking about?

Q. At any time.

A. So then -- so I can understand the context --

Q. Sure.

A. -- what's the question again?

Q. Was there any conversations when you were present about a document called an employment agreement that existed from when Dr. Pridgen started at Colonial Family Practice?

A. Dr. Pridgen brought it to my attention.

Q. And when did she do that?

A. The first time we met.

Q. What did Dr. Pridgen say about that?

A. She said that she did not have a copy of her employment agreement. She said that Mr. Watson had asked if she had a copy, and she did not.

Q. Were there anything else that you recall being discussed during that same conversation?

A. During my first meeting with Dr. Pridgen?

Q. Yes.

A. Yes. We discussed multiple things.

Q. What do you recall?
A. She showed me -- this was the first time that she and I met. And it was as part of my process of meeting other physicians in the practice, getting to know them. And she showed me around her office. She introduced me to her staff; showed me where the lab was; where the restroom was; patient examination rooms; the room where her transcriptionist sat.
Q. And would that be at the location off of Forest Drive here in Columbia?
A. I don't recall the address. It was here in Columbia.
Q. And when was that first meeting?
A. It was mid-February of 2017.
Q. Did Dr. Pridgen discuss with you that she believed she was already eligible to be considered for partnership and stakeholder?
A. I recall her sharing with me that she felt frustrated that she was not yet a shareholder.
Q. How did you respond?
A. I acknowledged what she shared with me. In fact, I sent her an email summarizing our meeting.
Q. Did you relay those frustrations to anyone else in leadership of the three named entities?

A. One of the things that Dr. Pridgen brought to my attention was her concern or -- or maybe I don't know if "concern" is the correct word -- that it goes to the number of visits per month. She felt that she had understood it to be 500 patient visits per month and that she had achieved that, and that she felt when she achieved that, then the number became 550. And so what I did upon my return to the headquarters office was help investigate what that true number was. And so I asked Mr. Watson, who referred me to Paul Miller.

Q. Did you receive any information from Paul Miller about the number of patient visits?

A. Yes. He told me it was 550, and it had always been 550.

Q. Did Mr. Miller indicate that exemptions had been -- exceptions had been made in the past?

A. I responded to him that Dr. Pridgen was under the impression or understanding, as she had shared with me, that it was 500, and he reiterated that it was 550.

Q. When did that conversation with Paul Miller occur?

A. It was in the -- between the hours and couple weeks after I met. It was over that course of

time. There were multiple interactions with us on that topic because I was trying to reaffirm that that was -- that that was the number. That 550 was --

Q. That would have occurred in the kind of the next couple weeks after February 2017?

A. In that time frame.

Q. Were your conversations with Mr. Miller verbal or in writing?

A. Mostly verbal. I believe he sent me an email stating that her volume had to be 550, but I don't have access to that email account. And I could just be recalling that he sent me her list of how she was doing on any given month and not specifically stating the 550 number. Does that make sense?

Q. (Nods head.)

A. Okay.

Q. So as of when you and Dr. Pridgen are speaking with one another in person in this kind of February 2017 time frame, which you described as a first meeting, what did you understand the barrier, if any, to be to her being a partner or stakeholder?

A. I understood that the barrier was, at a minimum,

the patient threshold, the volume of patients per month. In fact, one of the times that she and I spoke, she expressed concern because she had recently been married and she had took some time to take a honeymoon and took several weeks of the month off and was concerned that, therefore, her volume would be lower that month.

Q. And of the conversations that you and Mr. Miller were having about the patient numbers, was Dr. Lowder involved in any of those communications?

A. I had a separate conversation with Dr. Lowder.

Q. When did that occur?

A. I don't recall the dates.

Q. What did you and Dr. Lowder discuss?

A. With respect to this?

Q. To that specific conversation you just referred to.

A. I asked him if he recalled the criteria for her to become a shareholder, and if he had a copy of her contract. Because, at that time, she still hadn't produced one, and the HR at the headquarters office didn't have a copy.

Q. And who was the HR you're referring to?

A. I don't recall her name.

Q. How did Dr. Lowder respond to you when you asked

about the criteria for Dr. Pridgen to become a shareholder?

A. He said it was in her contract and that we should have a copy up at the Fort Mill office.

Q. Did you ever see that contract you're referring to?

A. No.

Q. And did you or Dr. Lowder have any subsequent communications to follow up on that one that you just testified about?

A. Whenever I asked him, Are you sure you don't have the contract, or something to that effect, he reaffirmed that he didn't have a copy of it; that it should be at the corporate headquarters.

Q. During the times that Dr. Pridgen spoke with you about being a shareholder or partner that -- did she refer to any consideration that needed to be given to her after three years of the start of her employment?

A. When we first met, she may well have, though I don't recall the specific statements. She may well have stated that she had a length of time commitment that she had to give before being given the opportunity to buy-in.

Q. Were you aware of Dr. Pridgen bringing

essentially a functioning medical practice with her when she came to Colonial Family Practice?

A. I was not affiliated with any of the organizations at the time she came into the practice.

Q. So I'm jumping back to this Exhibit 1. And if we follow in the same thread working our way backwards, the next page is 3573. It's the 4th quarter agenda. It indicates and it says Fourth Quarter 2016, and then it says the date January 31, 2016. It's probably a scrivener's error. Do you recall that meeting actually occurring January 31, 2017?

A. I'd have to look at my calendar to clarify the day. The day may not be correct on there. But the 4th quarter 2016 meeting occurred in January of 2017.

Q. And it indicates when we look at the board members participating, it lists you. Is this the third meeting in which you recall attending?

A. Yes.

Q. And when we look here -- you know, it's a general agenda, but do want to ask you about the point that says next to Thomas Watson being the topic leader, it says Provider Recruitment Update. Do

you recall what was discussed during that section of the meeting?

A. Provider recruitment, they would have talked about -- I don't recall the specifics, but the topic generally referenced what the recruiters were doing to create -- to acquire new -- new providers.

Q. And was --

A. Acquire is not the right word. Hire new providers. I didn't want you to think that acquire -- that's I think a business development --

Q. And this would be when -- provider recruitment update, that would maybe -- I'm just paraphrasing, but would that be say like seeking out new physicians or would it be whole practices?

A. I took that to mean seeking out new physicians.

Q. And at this specific meeting we see on 3573, do you recall any conversations about buy-in or shareholder status, anything of that topic?

A. I don't recall that.

Q. And when we look at the next meeting agenda on the page 3572, indicates a May 9, 2017, date. It does not list you as a board member, but it does

list you as a guest. Did you attend that meeting?

A. There was no board meeting on that date. So I think it's incorrect to reflect that as a board meeting. But I did attend a meeting on that date. This does not reflect the agenda of that meeting.

Q. Let's kind of hash that out a little bit. So there was a meeting that occurred, but you do not consider it to be a board meeting?

A. I was specifically told it was not a board meeting.

Q. Who told you that?

A. David Alpern.

Q. Were you given a reason?

A. Yes. He sent an email, I want to say late April -- I don't have the specific date -- stating that the board meeting would be rescheduled and that we would be meeting -- several individuals would be meeting to discuss other items and that that May board meeting would be rescheduled. I inferred that that meant soon.

Q. When you received that email that you're referring to from David Alpern, did it make you develop any particular opinion as to why it was

sent?

A. I understood it to be that he wanted to cancel that board meeting for the purpose of focusing on other topics that he listed in the email.

Q. And what did you understand those focus topics to be?

A. The financials of the organization.

Q. And the meeting that did occur that you describe not as being a board meeting, did you attend?

A. I did.

Q. Who were the attendees?

A. With the understanding that I may forget somebody, I can tell you David Alpern was there. I believe Michael Jablon was there. Kenton Rosenberry was there. Thomas Watson was there. I was there. Ed McFadden was there. I believe Paul Miller was there, though he may not have been. Ed Motherway was there. Kevin Rogus was there. Steven Boyd was there. And there may have been other individuals. I can tell you that Ronald Piccione, I'm sure I'm mispronouncing that name, and Dr. Clayton Lowder were not there.

Q. Where did the meeting occur?

A. In New York.

Q. And do you recall the date?

A. It was on or about that same date.
Q. May 7, 2017, or in that range?
A. In -- in that -- in that range.
Q. Was it an all-day meeting or partial day?
A. It was a most of the day meeting.
Q. And at this meeting, were -- I think you referenced earlier, financials of the organization being a topic of focus, was that indeed the focus for the meeting?
A. Yes.
Q. For the Colonial Family Practice aspect, was that discussed, that entity discussed with regard to the finances?
A. I believe the finances of the entire organization were discussed.
Q. Were any decisions made when you were present?
A. Can you help me understand that question a little better?
Q. Sure. Any decisions about the finances made when you were present at that meeting?
A. I don't know if they made any final decisions on any of the finances.
Q. What was discussed about the finances?
A. Those are areas outside of my expertise, and I couldn't comment on them.

Q. Based on what you heard, were the finances positive, negative, or static?

A. Based on what I heard, they felt they needed to restructure the finances of the organization.

Q. What were the plans for restructuring, if any, that were discussed?

A. I don't -- those are areas that are not something I understand. I mean, let me rephrase that. So I don't recall specifically what they discussed or what their options were as they were areas that were new to me and I was trying to gain understanding of them. But I couldn't comment on those specifics because -- because of those limitations.

Q. And with that understanding that you're not providing the restructuring ideas, who was providing the ideas, if any?

A. So the main participants or contributors to conversation were the members of Varsity who sat on the board of directors.

Q. Who are they?

A. David Alpern, Michael Jablon, and Kenton Rosenberry.

Q. At the conclusion of that meeting, were you left with any impression of a plan of what to do next

following the meeting?

A. Again, I don't think they came to any final decisions at that meeting.

Q. With regard to Mr. Piccione and Dr. Lowder not participating at the meeting, were they invited on the email, or they were not included?

A. They were not included on the invitation is what was communicated to me.

Q. Were there any discussions about the impacts, if any, restructuring would have on shareholders?

A. Not that I recall.

Q. And in context of the time frame that you were CMO, where does this meeting in or around May 9, 2017, fall with your time as CMO?

A. Well, I joined as CMO, as we discussed earlier, on or about the 1st of February, maybe the 31st of January, and I left mid-August. So it would be between those two dates.

Q. And did you leave this meeting that occurred in New York with any concerns about the value of your shareholder status?

A. I had concerns over the loss of an investment I had made, but felt confident that they had a good strategy to recover the financial health of the organization. Change the word "confident" to

"hopeful." I think that's more appropriate.

Q. Okay. At the New York meeting, in early May 2017, was any discussion about Dr. Pridgen at all, specifically her as an individual?

A. Not that I recall or participated in.

Q. And as we see from this document 3572, Paul Miller is referred to as the CFO, chief financial officer, at the time?

A. I think -- I don't know when he left. He left the company. He was released from his duties right around then, and I don't recall the exact date of that. And that's why I can't recall if he was at that meeting or not.

Q. And this might seem like a redundant question, but if we turn to page one, it says Full Provider Meeting September 13, 2017. As indicated, you said your departure was in mid-August. Accurate to say that you were not present at this meeting that we see as a cover sheet to the PowerPoint?

A. And you're referring to your Bates 3536 number?

Q. Correct.

A. Is that correct? I was not -- I was not CMO at the time that meeting occurred. And I was not present at that meeting.

Q. After Dr. Pridgen raised concerns about becoming

a shareholder partner, to the extent of your personal knowledge, what happened in the leadership to address those concerns, if anything?

A. When I brought her concerns back to -- after our first meeting about -- when I brought that back to Mr. Watson and ultimately to Paul Miller, as we had discussed earlier, they reaffirmed what the criteria were as I previously discussed. And I conveyed those back to Dr. Pridgen.

Q. Are you aware of anything else occurring to the extent of your personal knowledge?

A. Well, we looked for her contract as I said -- told her we would, and as I've reflected earlier in my discussion.

Q. So just to recap and make sure we're not leaving anything out, so Dr. Pridgen spoke with you; you relayed those concerns to Mr. Watson and Paul Miller and there was some reference with also conversations you had with Dr. Lowder with regard to her contract. Anything else to the extent of your personal knowledge?

A. I don't know what other conversations the other individuals may have had with respect to her buying in to partnership or shareholder.

Q. If Dr. Pridgen had been given shareholder status during the kind of ish about seven months that you were CMO --

A. Uh-huh.

Q. -- did you know what terms that would be at? And I can --

A. What do you mean by what terms?

Q. Yeah.

A. Yeah.

Q. I can clarify that. It's a little bit vague. If Dr. Pridgen had been made shareholder partner during this kind of early 2017 time when you're CMO, do you know what terms she would have been offered if she had been offered to become a shareholder?

A. I can only share what the terms were that I had when I bought in.

Q. And what were the terms that you had when you bought in?

A. I'd have to see if I can find the agreement on that.

Q. I think I --

A. I guess maybe I over speak when I say I can share. I don't -- I don't -- at the most, I would only know my terms.

Q. Fair. And I think I've got some documents that will help us. So let me grab those.

MS. DUNLAP: Can we take a quick break?

MS. POLVI: Sure.

(Break from 10:40 a.m. until 10:46 a.m.)

BY MS. POLVI:

Q. Back on the record from a brief break. Before I introduce the next exhibits, I did want to follow back up with just kind of generally Exhibit 1, board meetings. When you attended the three board meetings and then the fourth meeting you've described as not being a board meeting, so kind of four in total, did you actively participate in terms of saying information, or did you only participate as an attendee?

A. So, again, just to correct something that you said in your question, it wasn't my assertion that it wasn't a board meeting; it was David Alpern's assertion that it was not a board meeting. And then I participated in the three board meetings prior to becoming chief medical officer. I did not generally present data there, but would help the other board members understand the medical impacts of what was being presented. That's not to say that I never presented any

information, but by and large, that was the bulk of my duty.

Q. Did you ask any questions at the meetings you attended?

A. I might have.

Q. And in terms of the agenda, we see that each meeting had some form of an agenda. Did the meetings that you attended follow those agendas or deviate from the planned agenda?

A. What I noticed happen was that, by and large, most of the agenda items were covered, but not necessarily all. And a bulk of the time was spent on acquisition or pipeline or business development discussions and their corresponding financials.

Q. And then briefly before our break we -- I was going to ask you some questions about your buy-in, and I've got some documents that might assist us with that.

(Plaintiff's Exhibit Number 2 was marked for identification purposes.)

Q. So before I ask you about it, I just want to give you time to look it over. Not necessarily -- it's a long document, so not something you need to read word for word, but I do want you to be

familiar before I ask you about it.

A. Uh-huh. (Witness reviews document.)

Q. All set? So this has been marked as Exhibit 2. It's Bates numbered Colonial 1022 through 1111. Are these documents that relate to your potential investment in the entities?

A. They appear to be.

Q. And are there any important documents with regard to your investment that are missing from this exhibit?

A. This appears to be the agreement.

Q. And we see from the first three pages that the cover letter is sent from Thomas Watson. Did you indeed receive this from Thomas Watson?

A. Yes.

Q. And we see the date at the top on the first page is March 22, 2017. Did you receive it on or around that date?

A. I may have, but I -- the timing fits somewhat close to that, so it may be right in there.

Q. And when we look at -- kind of back to the testimony, I think some things started around June 1, 2016.

A. Uh-huh.

Q. In terms of investment-wise, did you have any

investment before these documents that we see in Exhibit 2?

A. I think I answered previously that what I was told is for my participation as a member of the board, I would receive an ownership interest at 0.25 percent of the fully diluted shares.

Q. And as far as you know, do any of these documents that we see in Exhibit 2 refer to that interest?

A. As far as I know, these do not refer to that.

Q. And what prompted you to receive this -- the cover letter on or around March 22, 2017, that we see at the front of Exhibit 2?

A. I was informed after my arrival that it was my expectation to purchase shares.

Q. Did you indeed purchase shares?

A. I did.

Q. And there's reference in these documents to the amount of $100,000. Is that the amount that you paid?

A. Yes.

Q. Do you recall when you paid that sum?

A. Yes, it was after this date up here. Probably between the 1st and 5th of April, if you'll allow some latitude even from that, but --

Q. Sure. Fair to say on or around between the 1st

and 5th of April 2017.

A. (Nods head.)

Q. Okay.

A. Yes, that is correct. Yes. Sorry.

Q. Did you have any negotiations with regard to the agreement or agreements that you were entering into?

A. To this purchase agreement; is that what you're referencing?

Q. Yes.

A. No.

Q. Other than communications with Mr. Watson, as we see from the cover letter, are there any other individuals to whom you were discussing the buy-in?

A. Well, there was -- I think I received an email from somebody at Morgan Lewis.

Q. And is that a law firm employed by the entity?

A. It is a law firm. I don't know if Varsity or Family Care Partners was the hiring entity.

Q. And if we turn to Bates number 1026 within the document, we see, as you indicate, that Morgan Lewis is in the -- noted in the right-hand corner of the document. Is this a memorandum that you received?

A. It appears to be, yes.
Q. Did anyone have conversations with you about this memorandum that we see dated February 16, 2017?
A. Only my attorney.
Q. And I don't want to ask you about any contents of your conversations with your attorney. I just want to note, who is the attorney you're referring to?
A. The attorney -- I had a couple of attorneys who helped me with financial concerns.
Q. So it would have been someone you had hired personally?
A. That is correct, yes.
Q. Were there any discussions with you about the differences, if any, between the different types of units that described here in -- on page 1026?
A. I'm sorry. You kind of spoke into your hand there a little bit.
Q. Sure.
A. Could you restate that again?
Q. Was there any conversations with you about any differences, if any, between the different units that we see described here on page 1026?
A. Only in describing what the different classes were and that I would be Class B.

Q. And who identified you as Class B?
A. The papers I received.
Q. Did you have any questions with Mr. Watson about the documents that you received?
A. No. About these documents? No.
Q. Okay. When you received the cover letter that we see at the beginning of Exhibit 2, March 22, 2017, had you already received the memorandum in advance of that, or was this memorandum attached?
A. I don't recall the order that I --
Q. Did anyone else buy-in with $100,000 around the same time that you did that you're aware of?
A. Not that I'm aware of.
Q. And you testified that you were informed upon your arrival that there was an expectation to buy-in. Who relayed that expectation?
A. It was most directly relayed to me by Tom Watson.
Q. And to the extent of your personal knowledge, how long was Tom Watson the CEO?
A. Well, he called me in 2016 indicating, I think maybe January of that year, but again, that was prior to my affiliation, so I don't know. And he was separated on or about the 2nd or 3rd of July of 2017.
Q. With regard to the separation from the CEO

position on around July 2nd or 3rd, 2017, what do you know about that?

A. I was -- I received a call from Dave Alpern at Varsity telling me that Tom Watson was going to be removed and replaced with another individual.

Q. Did Mr. Alpern say who would be replacing Mr. Watson?

A. I am not 100 percent sure, but I think he told me it would be Steven Boyd.

Q. Were you informed of any reason or reasons why Mr. Watson would no longer be the CEO?

A. I did not ask.

Q. Did you have any opinion over whether or not that was a good decision?

A. I felt that there were other members of management who should be removed prior to Tom Watson.

Q. Who did you have concerns about in terms of those members?

A. Ed Motherway.

Q. Any others?

A. No.

Q. What your concern or concerns about Ed Motherway?

A. I felt that he -- he was the chief operations officer. His job was to integrate new practices.

I didn't feel he was effective in that position.

Q. And is it your understanding that he was affiliated with Varsity or with Family Care Partners?

A. Ed Motherway was an employee of Family Care Partners.

Q. When you had the conversation with Dave Alpern about Tom Watson being removed as CEO, did Mr. Alpern inform you of anything else?

A. The context of that was I was getting on an airplane to the Middle East, and he caught me as I was preparing to board. So it was a very abbreviated conversation.

Q. Did Mr. Alpern seek your opinion or just simply to inform you?

A. He did not seek my opinion.

Q. And did you express any opinion to Mr. Alpern?

A. I expressed my opinion that I thought Ed Motherway would have been a preferred removal.

Q. How did Mr. Alpern respond?

A. I don't know that he did respond to that. Nor do I feel that he owed me a response to that.

Q. And during that time frame of early July 2017, did you have any conversations with any other leaders about Dr. Pridgen?

A. I was in Israel for the two weeks of early July 2017, aside from a few days when I was in England.
Q. Both very nice places to travel.
A. We enjoyed them. Thank you.
Q. Israel is still on my bucket list. With regard to the CEO position, was there a period of time when it was vacant?
A. I don't know if it was vacant or not. The impression I had was Mr. Watson was removed and replaced with Mr. Boyd. Whether or not that was simultaneous or separated, I couldn't speak to.
Q. And prior to Mr. Boyd being in the CEO position, what position, if any, did he hold?
A. I understood him to be an employee of Varsity. To clarify, the word "employee" may not be the correct word. He was affiliated with Varsity.
Q. And had you and Mr. Boyd had any conversations with one another prior to the end of your affiliation?
A. Prior to the end of my affiliation?
Q. Yes.
A. He called me to terminate me from my job.
Q. Since we had a natural segue to that, let's go ahead and just talk about that. When did that

occur?

A. I received a phone call from Steven Boyd on or about August 14th, whatever that Sunday closest to August 14th of 2017.

Q. And that phone call was from Mr. Boyd?

A. Yes.

Q. Was anyone else participating that you know of?

A. No.

Q. And what did -- what occurred during that conversation with Mr. Boyd?

A. He told me I was being released from my duties.

Q. Were you given any reason why?

A. I don't recall if he gave me a reason.

Q. About how long do you think your call with Mr. Boyd lasted?

A. Less than five minutes, approximately.

Q. When this call occurred, did you anticipate it was coming, or was it a surprise?

A. I was surprised.

Q. Did you relay any type of response to Mr. Boyd?

A. I asked him about my severance and if it would be honored.

Q. How did Mr. Boyd respond to you?

A. He said he did not know.

Q. Did you receive the severance about which you had

inquired?

A. We ultimately separated amicably.

Q. Prior to the -- that separation, did you file any type of legal action?

A. We concluded any dispute we had amicably.

Q. And I'm sure they'll object if there's any type of concern, but -- and I don't want to go scope into anything that would get you in trouble from a confidentiality agreement standpoint, but did you have a severance or settlement of sorts to reach that amicable resolution?

MS. DUNLAP: I'm going to object and instruct you to say what you're able to say without violating any type of commitment you've made legally.

A. The best I think I can answer is that we separated amicably.

Q. And it's probably a safe question -- they'll correct me if I'm wrong -- but when did the amicable separation occur?

A. I'm not sure I know how to answer that.

MS. DUNLAP: Separation or resolution?

Q. If there's different dates, I guess both.

A. I don't know that I can answer that.

MS. DUNLAP: You could give the date of the -- that the amicable resolution was finalized, if you know

it.

A. I don't -- I don't know the final date.

Q. Approximate date is fine.

A. I think it may have been October of this past year.

Q. 2018?

A. Yes, 2018.

Q. So let's stay in the time frame of you have the conversation with Mr. Alpern on or around July 2nd or 3rd, 2017; you receive a call from Mr. Boyd give or take the middle of August. Did you have any communications with Mr. Boyd between those two dates, the beginning of July, mid-August?

A. I participated in phone calls, conference calls with him and others late in July. And for the record of where you might go with questions, I was gone on National Guard duty the first two weeks of August.

Q. Well, thank you for your service with that. And with the National Guard duty, fair to say that when you're doing those duties, you were not able to work another capacity, that that was your full-time when you were there on duty?

A. That's not an accurate statement.

Q. What would be -- if you were able to do some CMO duties, what were you able to perform while you were doing the National Guard duty?
A. I might be able to take after-hours calls or address emails after hours, or if there was a break where I'm allowed to get away from what I was doing.
Q. Did you have some of those opportunities during those first two weeks in August 2017?
A. Yes.
Q. With regard to Dr. Pridgen, did you have any conversations with Mr. Boyd about Dr. Pridgen?
A. No.
Q. When Mr. Boyd terminated you in mid-August 2017, was that the first such termination in your career?
A. Yes.
Q. And have you been terminated in any other capacity since then?
A. I have not.
Q. I might come back to those topics, but let's stay in this Exhibit 2 for the moment.
A. Uh-huh.
Q. And if we turn to Bates number 1105 towards the back, at the bottom, it does refer to actually

Dr. Baker as being a Class B member referred here, but then when we look at the next pages that are the signature blocks, it actually has you as being the signator. It may or may not be a scrivener's error referencing Dr. Baker, because my understanding is these documents are the ones referring to your agreement. Can you provide any insight into whether you had received the document that's entitled Unanimous Written Consent of the Board Members, or something similar to it, related to your status?

A. This may not be what you asked and, I'm sorry, but I have to -- I feel like I need to state I don't know that I saw this document prior to now.

Q. That's fair.

A. Okay.

Q. So we can segue back actually a little bit further in the document. I just want to confirm, you know, signatures, documents, things of that sort. So if we look at the subscription agreement which starts on looks to be page 1094, we see that it spans a couple of pages to continue to page 1103. Does that appear accurate to the subscription agreement that you had?

A. This does.

Q. And the signature that we see on page 1102, is that your signature?
A. It is.
Q. And we see on the next page there's a Schedule A that indicates an aggregate purchase price of $100,000, price per unit is $100 and purchase units is 1,000 Common Class B Units. Other than what we see in written form, did anyone explain to you verbally what the value of that was?
A. Are you asking the value, like the number of shares as percent of the total organization?
Q. Yes. Or any kind of -- kind of giving you context, I guess, to what that meant in real -- real time.
A. Understood. There was a -- what is the term? -- prospectus? Is that like --
Q. For investments and things?
A. That was shared with me. And so maybe in the context of that.
Q. And was the prospectus that you're referring to, was that provided to you in 2017 or sometime earlier?
A. The prospectus for the investment was shared with me sometime in March in connection with this cover, sometime around this.

Q. And I'm not sure if I have it, I might. So I just want to -- if you can describe to the best of your recollection what it looked like, what it said, so I can double-check after the deposition to see if I have it.

A. It was -- I don't know that it -- it had some graphs and charts about what they think of the industry and where they hope to grow the organization.

Q. And I understand I wouldn't hold you to exact page number, but kind of context, how long do you think it was?

A. I would be guessing if I answered. It may be six to ten, but if you came back and found a 20-page, that could be accurate too.

Q. Gives me a general idea. Thank you. So you received a prospectus. Who provided it to you?

A. The people -- I think it came from the people at Morgan Lewis who oversaw the investment aspect of this.

Q. Other than the prospectus and the documents that we see here in Exhibit 2, any other communications with you in 2017 about the value of your buy-in?

A. I don't believe so.

Q. And if we go one page -- or actually two pages back to 1102 -- actually a little further. I think that was the one I've already asked you about. If we go back to 1093, is that your signature?

A. That is my signature.

Q. When you signed these agreement documents, what was your expectation as to what you would receive as a result of you signing?

A. I hoped that I would -- I didn't have an expectation. I recognize that investments are risky. I had hoped to get a return on my money with some interest on it, some sort of earnings.

Q. And if we look at page 1104, the document at the top is entitled Resignation and Abandonment of LLC Interests, is that your signature on that document?

A. It is.

Q. What prompted you to do this document?

A. I received a call from -- it may not have -- it may have been an email. I received a communication from David Campbell making me aware that other -- all the other owners had abandoned their shares due to the financial health of the organization and that I should talk with my

counsel whether or not that would be in my interest. And I had about two weeks to try to figure that out.

Q. With regard to David Campbell, what position, if any, did he hold at the time?

A. He was not affiliated -- to my understanding, he was not affiliated with the organization during my time employed there.

Q. And had you had previous communications with Mr. Campbell that y'all had a rapport of sorts?

A. I wouldn't say that we had a rapport. We had communicated previously.

Q. And when Mr. Campbell reached out to you via some form of communication, did he do it solely one on one with you, or was it as some kind of group?

A. I believe I was the only person he communicated with at that -- it wasn't a group -- if it was by email, it was not a group email; and it was not a conference call, if it was a call.

Q. And we see within the content of this document that you indicate you resign and withdraw any -- as a member of Family Care Partners Holding, LLC, and from any role or capacity held or related with the company. That's an excerpt from the document. Were there any other documents in

addition to this that ended your withdrawal?
A. No, this is the only document that I'm aware of.
Q. Okay. Did you receive any value at that time of withdrawal abandonment?
A. No.
Q. When you had the amicable separation, were there any discussions about the value of ownership within the entity, essentially the shares that you had?
A. No.
Q. So I'm going to segue a little bit to ask you about conversations you had with other physicians that worked out of Colonial Family Practice. You indicated that you have had some conversations with Dr. Pridgen. Did you also have other conversations with other physicians that worked at the Colonial Family Practice locations?
A. Yes.
Q. At some point or other, did you talk to all the physicians there or just some?
A. I attempted to meet each and every physician who was an employee in some or affiliated with Family Care Partners.
Q. And you've already testified about some communications that you and Dr. Pridgen had about

shareholder status, partnership. Did any of the other physicians at the practice, Colonial Family Practice, speak with you about any buy-in or ownership interest that they had?

A. I don't think so. That is to say I think that only the docs who were partners of their group before the acquisition by Varsity et al., how they were shareholders of the overall entity as well.

Q. And what discussions, if any, did that entail?

A. That -- just as I just described.

Q. Were there any discussions about the value?

A. Not with me. Before you ask your next question, can we have a bio break?

Q. Sure.

(Break from 11:30 a.m. until 11:41 a.m.)

BY MS. POLVI:

Q. Let's go ahead back on the record. I want to ask you about a document Exhibit 3 here.

(Plaintiff's Exhibit Number 3 was marked for identification purposes.)

Q. So I note in this Exhibit 3, the first two pages, Bates number at the bottom Dr. Katz Pridgen 48 and 49 appear to be an email that correspond to the next three pages, 50 through 52; is that

accurate?

A. That is accurate.

Q. And is this information that you received from Mr. Alpern?

A. This is.

Q. And we see on the first page, that kind of segues into the second page, the cover email talks about that they're excited about the prospect of you -- of adding you to the Family Care Partners Holdings Board of Directors. Is this the first written communication you received from Mr. Alpern about that topic?

A. This is the -- this is the first formal invitation to join the board in writing.

Q. And we see that at the very last line of this first page, it says, "In that vein, I'm attaching two documents for your review." And it spans onto the second page of the email. There's a -- first it indicates the formal offer letter. Is that what we see Bates number 50 through 52?

A. It is.

Q. And then the second that's referenced is a FCP financial model. Is that the Excel spreadsheet that your counsel has provided?

A. It is.

Q. When you received the FCP financial model, did you have any verbal communications with Mr. Alpern or anyone else about the information that you saw in that document?
A. I did.
Q. And what did you discuss?
A. The financial model was reviewed with me in an attempt to help me understand it.
Q. Who reviewed the financial model with you?
A. I believe it was Michael Jablon.
Q. What did Mr. Jablon tell you?
A. I don't recall the details, but he walked through what their projections looked like.
Q. Were you visually looking at the Excel spreadsheet when you and Mr. Jablon were speaking?
A. I was looking at some information, but I can't recall which -- if it was that spreadsheet or not. And if I may add, I'm not 100 percent certain that it was Jablon who I talked to.
Q. And what was Mr. Jablon's role, if that was him, what was his role at the time?
A. He was affiliated with Varsity.
Q. And I think earlier in your testimony, if I recall correctly, you said that someone had

proactively reached out to you sometime prior to this May 26. Is that how things initiated was someone contacted you?

A. Tom Watson contacted me.

Q. And how did Mr. Watson know to contact you, if you know?

A. As we discussed -- maybe we didn't discuss it before, but he and I had an interaction probably two or three years prior to that.

Q. What type of interaction?

A. He was the CEO of an urgent care company that had some number of urgent cares in Ohio and surrounded markets where I lived.

Q. When you had the interaction when he was the CEO of an urgent care company, was it in a recruitment capacity or just you would run into each other at a medical conference?

A. I was contacted by a recruiter, or I may have contacted a recruiter, who put us in touch.

Q. Did you become affiliated in any way with Mr. Watson's -- the former urgent care company he was the CEO of?

A. I did some consulting business for him.

Q. Had that continued up to the time of this email that we see, May 23, 2016, or did that end at

some point with the consulting business?
A. It ended. It was very brief. It was a two- or three- day consulting arrangement. Two or three workday consulting arrangement.
Q. When is the last time you spoke with Mr. Watson?
A. I don't recall.
Q. Have you had any contact with Mr. Watson since Dr. Pridgen's lawsuit has been filed?
A. Yes.
Q. How many times?
A. I don't know.
Q. Have you seen Mr. Watson in person since the filing of Dr. Pridgen's lawsuit?
A. I have not.
Q. Have you spoke with one another telephonically?
A. By phone is the only way. I think that's the only way we communicated.
Q. When you've communicated since the filing of Dr. Pridgen's lawsuit, did you initiate the call or did Mr. Watson or someone else?
A. I initiated the call.
Q. And what did you and Mr. Watson discuss when you initiated the call?
A. I asked -- it was shortly after I received the -- I don't know what the term is when I received the

lawsuit. If there's a term for that after I got the filing or whatever, I looked at it, I saw he was named. I called him to ask if he had received his.

Q. How did Mr. Watson respond to you?

A. He's told me he hadn't received it.

Q. Did he indicate when you spoke whether he knew about the lawsuit at that time?

A. He did not indicate. But my interpretation was that he had not heard of it.

Q. Did either of you express an opinion about the lawsuit?

A. I described that I thought it was unfortunate.

Q. How did Mr. Watson respond?

A. I don't recall his specific words.

Q. With the understanding you don't recall his specific words, but how would you describe his reaction?

A. As I've already described it.

Q. Well, I think you described it as you saying it was unfortunate. But I don't think you've described how --

A. I think I did describe his words. But I'd be happy to do it again. Not the words itself, but my interpretation was that he was surprised by

it. And I think I said something similar to that previously.

Q. Other than that conversation with Mr. Watson, the telephonic one you were just testifying about, did you have any other communications with Mr. Watson since the filing of Dr. Pridgen's suit?

A. After I learned that there -- that AIG was involved, I called to let him know that.

Q. Did you have any discussions further beyond that of the scope of insurance coverage?

A. No.

Q. When you spoke with Mr. -- or when you contacted Mr. Watson, did he answer when you contacted him? Meaning were you able to get a hold of him?

A. Well, we had a conversation. I don't understand.

Q. Clarify. Were you able to get a hold of him?

A. We ended up having a conversation so the answer must be yes. I don't mean to be disrespectful with that answer, but --

Q. No, no. There had been some question about the ability to get a hold of --

A. Oh.

Q. -- Mr. Watson in some of this case.

A. Oh.

Q. So I wanted to see if you were able to get a hold

of him without any issue.
A. He did -- I don't know what without -- without any issue means so --
Q. Meaning he answered your call.
A. We ended up having a conversation on those occasions that I've described.
Q. So yes?
A. So I --
Q. Because you indicated you called him both times.
A. I did call him, yeah.
Q. And he answered?
A. Oh, I see. So did he pick up the phone when I was calling him?
Q. Correct.
A. I'm sorry. I think I left him a message and -- and over a matter of some time, and I don't know what period, we eventually connected.
Q. With regard to Mr. Watson, my previous questions related to conversations you had with Mr. Watson after the suit. My next series of questions I'm going to ask relate to a different time frame.
A. Okay.
Q. So similar questions, but different time frame. The time frame of -- I'm going to kind of separate them out into a couple different

brackets. The next time frame I want to ask you about is from the time frame of July 2017 when you found out Mr. Watson was no longer going to be the CEO to the time frame immediately abutting when you found out of Dr. Pridgen's suit.

A. Uh-huh.

Q. So kind of that bracket of time. Did you have any conversations with Mr. Watson during that time?

A. Yes.

Q. How many?

A. I want to say between two and four.

Q. And what were the subjects of those conversations?

A. So we talked about what business he was starting, and I told him about my business that I was starting. And then I referred him -- he was doing some recruitment work, and so I referred him a practice of a friend of mine who needed to hire a executive and introduced them. And then they -- I think my friend retained, but I have not participated in that beyond that.

Q. And the business ventures that you and Mr. Watson discussed were both within the medical field?

A. He was doing executive recruitment, and I started

an ER business, emergency room, emergency department.

Q. Does your ER business operate where you reside in Ohio?

A. It does.

Q. And do you know where Mr. Watson's executive recruitment business operates out of?

A. I do not.

Q. So the two to four conversations that you had with Mr. Watson, kind of his post-CEO time, but pre Dr. Pridgen suit time frame, were there any other subjects beyond that of business venture?

A. We only spoke after I was fired. So the only other typic was that I was removed from my position as well.

Q. Do you know whether Mr. Watson had any legal action about his removal?

A. I do not know.

Q. During the time period after Mr. Watson was CEO and before you knew about Dr. Pridgen's suit, did you and Mr. Watson ever see each other in person?

A. No.

Q. Now let's segue back to when Mr. Watson was still CEO, and we've kind of touched on the topics, but I want to -- I think I'm going to have a slightly

different question than what I've asked previously is when you spoke with Mr. Watson about Dr. Pridgen, how many conversations do you think occurred in which Dr. Pridgen was brought up when you and Mr. Watson are talking?

A. I don't think I could put a number on it.

Q. Understanding that you can't give an exact number, what would be your best estimate?

A. I don't think I can give you a proper estimate.

Q. More or less than ten?

A. I don't think I can give you a proper estimate.

Q. Dr. Katz, you would know how many conversations. I mean I can understand you can't give an exact, but I have to be able to -- were there hundreds? Were there a dozen? You know, I need at least some context.

A. Mr. Watson and I spoke a majority, as I think I've described, days of the week. We communicated by either email or by phone as the primary modes of communication, sometimes in person.

Q. And did Dr. Pridgen come up frequently?

A. I don't know how you define frequently, but it was multiple occasions. So it was probably more than ten given that he and I spoke with that

frequency over the course of what, five months.

Q. During those conversations that you're referencing, though I understand it's not an exact number, but the ten-plus, did Dr. Watson ever express an opinion on whether or not he intended to take any action making Dr. Pridgen a shareholder or a partner?

A. His direction to me was to make sure that we have a good set of criteria to help value our physician and non-physician clinical providers. And so we discussed that. The applicability of those to Dr. Pridgen would have come up in the natural course of, but it wasn't isolated to Dr. Pridgen. In other words, we may talk about one of the providers up in the North Carolina market or in the South Carolina market, or Dr. Pridgen, and not exclusively about Dr. Pridgen. That's why it's hard for me to get you a number because some of these conversations weaved in and out of content.

Q. So when Dr. Pridgen was brought up either by you or Mr. Watson, did Mr. Watson always bring up eligibility as being a barrier?

A. Did he always bring up eligibility as a barrier?

Q. Yes.

A. No. He didn't always bring up eligibility as a barrier. Often we talked about her volume of care, and then we would discuss some of the objective metrics I was developing to value or to evaluate and score all the clinical staff that we had.

Q. Which metrics are you referring to?

A. So with the understanding that my objective metrics were never approved by in any former way, I can tell you that I -- and actually maybe Dr. Pridgen recalls that early, in one of our early conversations we talked about the three main domains under which people would be evaluated, coached, scored, considered for any aspect of their clinical performance. And those three domains are under efficiency, effectiveness, and alignment of care.

Q. So let's run through each of those just to make sure we have a clear picture of kind of what each one means. For the efficiency domain, what does that mean?

A. So what I had hoped it would be would have been an ability to evaluate the cost efficiency of somebody providing care. So it kind of goes back to what's called value-based purchasing. In

healthcare, value-based purchasing is described by the government. It's a government initiative that talked about quality outcomes, patient experience divided by the cost of care. And I was doing my best to try to incorporate those ideals into the objective metrics that I was developing. So back to your question. Efficient care has to do, in my ideal world would have been, for example, the number of RVUs that a physician produced measured against the cost that it was to create those RVUs.

Q. And just to make sure we have our record clear, what does RVU stand for?

A. I think it's relative value unit.

Q. And just to even bracket it down once more, is that a relative value unit, would that refer to a particular service or any service?

A. Any service provided by a physician has a CPT code. Don't ask me what CPT stands for. I'm sorry. I don't recall.

Q. That's fair.

A. And those CPT codes then are assigned relative value units, RVUs, by the RUC, R-U-C, which is -- I don't know what that stands for, but that's a committee of all the specialties that get

together and assign RVUs to the various CPT codes.

Q. And does part of that tie in with essentially also billing as kind of establishing, you know, what the value of that physician service would be for billing purposes?

A. Yes.

Q. Okay. So let's -- well, before I segue to the next domain, did we cover the efficiency one?

A. We haven't.

Q. Okay. Let's stay with it.

A. So again, we're talking about what my ideal was and what I wanted to accomplish was to create something that measured RVUs against the cost to produce that RVU. Okay? For example, if person A was able to generate ten RVUs and it cost them 2X, and compare that against somebody who has ten RVUs, but it cost them 4X, they would not be equivalent producers in my mind. So --

Q. I'm following you.

A. -- does that follow? Okay. So I had hoped to be able to measure RVU production against cost of delivering that care. That's what I had set out and hoped to do.

Q. And you had started that but it had not -- in

terms of your starting the plan, but it had not been implemented as of the time that you left?

A. That is correct. And I couldn't do that RVU because our IT vendor, and Mr. McFadden can get you the name of who that was, was unable to provide reliable quality data that you can look at that and say yes, this reflects the actual work that the provider did on the -- on the -- on what they were doing, so --

Q. I think I followed with the summary of the efficiency domain, but is there anything else important that you think we need to know about it?

A. So because I couldn't do what I had hoped to do --

Q. Uh-huh.

A. -- the only fallback I saw on the efficiency was to go with the 550 that had been discussed multiple times.

Q. And that would be the 550 patient visits per month?

A. That is correct.

Q. And would that -- using that in comparison, you've been at other medical care providers in the past --

A. Uh-huh.
Q. -- and up to the present, correct?
A. Yes.
Q. And would that be kind of measuring for efficiency basis, measuring patient visits one of the standard ways that medical practices consider efficiency?
A. I'm used to it being more along the lines of the RVU production because specialties vary based on -- on their complexity and other such factors, and each of those impacts the volume that they are even able to see. So somebody, neurosurgeon, for example, I would not expect to see 550 patients per month, and yet they may generate more RVUs than me as an ER doc with fewer patients. So I think specialty to specialty, the 550 doesn't work great. And that's why I like to go with RVUs. And to answer your question, that's sort of the long way to answer your question.
Q. But for the entities -- well, let's even trickle it down to Colonial Family Practice.
A. Uh-huh.
Q. And Family Care Partners above and Varsity, for the context of the Colonial, the process for

efficiency measurement stayed during your time static with a number of visits being the primary measure?

A. As that's what was told to me is in existence before I came.

Q. The next domain, let's follow in terms of how you testified about it was the next one was effectiveness.

A. Effective care, yes.

Q. Effective care.

A. Yes.

Q. Let's talk about that.

A. That has to do with quality outcome measurements. And quality is measured through multiple avenues, including but not limited to, the MIPS program.

Q. And what is the MIPS program?

A. It's the -- I don't recall. It's something Incentive Payment System. Maybe Medical -- I don't know what MIPS specifically called -- means. But it's the government initiative to push quality of care. For example, it may have incentives for counseling people to stop smoking, and the percentage of patients who are smokers who you counsel to stop smoking creates a score for you. Or at least it's part of a score for --

for a provider.

Q. And are the -- within the program, is there -- is it a weekly, monthly? How is it measured?

A. I think MIPS, I think they measure -- I think they have different ways to measure it. Again, it's a government program and so there's oftentimes changes. And so we actually went through --- tried to go through a vendor, the same vendor who I referenced before, to try to help get us our MIPS program scoring.

Q. Do you recall the name of the vendor?

A. I don't.

Q. Fair. And that would be the IT vendor you were referring --

A. It was the director or chief of information. His name, Ed McFadden. He had contracted with or hired this vendor to abstract or pull out of our patient data the information as it pertains to the quality. And again, this was something where I felt the quality was -- the quality of the data was not accurate. For example, there was -- we talked about smoking. There was a measure about how often Dr. Pridgen counseled her patients on smoking and the percentage of her patients who were smokers. And Dr. Pridgen and I had a

conversation where I asked what she felt the percentage of her patients who were smokers were. And she gave me a number, and I don't recall what that was, but I do recall that the number abstracted from our vendor was substantially lower. And I conveyed to her and others my concern that that meant that the data was bad data. So garbage in, garbage out. I didn't want to apply garbage data to something that impacts somebody's life or livelihood.

Q. And the conversation that you referenced about the smoker data with regard to Dr. Pridgen, around when did that occur?

A. It was probably March or April. I don't recall the specific date of that. It would be -- have been between February and end of June.

Q. Of 2017?

A. '17, yes.

Q. Okay. So effective care, you said that there's multiple quality measurements. You referenced the MIPS program. Were all of the measurements that you were thinking of within the MIPS program or also additional quality measures outside of those?

A. There were some that were outside. We were

having separate conversations at the time with the state Medicaid office on trying to develop measures that would help improve the health of the population they oversee.

Q. Outside of the scope of the vendor putting some of this MIPS data together, are you aware of anyone else who compiled that type of data that you're referring to?

A. There's other vendors, if that's what you're asking.

Q. Well, let me clarify. For the purposes of say Colonial Family Practice, did any other vendors or individuals put together that data?

A. Not that I'm aware of. I think it was only this vendor.

Q. So the -- well, before I move to the next domain. Did we cover the key things about the effective care domain?

A. That would have been my ideal for effective care.

Q. And then the third one is about the alignment of care.

A. Yes.

Q. Please tell me about that.

A. So I interpret alignment of care is really building the reputation. And so I consider the

patient experience to be a key component of that. And the objective measure that we created or that I had proposed or wanted to propose was that we use the patient experience as a measure for alignment of behaviors. And that goes to the reputation of the organization and how well we can get likelihood to recommend from patients. So, you know, a patient that recommends, hey, come see my doc because that doc is very good, then that improves our reputation and our business.

Q. So with each of the three domains under your leadership, did the organizations change based on those domains how they were going to either make Dr. Pridgen a shareholder or not make Dr. Pridgen a shareholder?

A. I never had the opportunity to propose my -- it's not an algorithm, but my objective measures to the board, which was the decision-making body on that answer.

Q. We've talked about your communications with Mr. Watson. I want to also ask you some detailed questions about communications with Dr. Lowder. Have you had any conversations with Dr. Lowder following the filing of Dr. Pridgen's lawsuit?

A. Yes. Oh, I'm sorry. The lawsuit, no.
Q. So the next time bracket that I'm going to ask you about is have you had any conversations with Dr. Lowder between the time that your CMO position ended, that mid-August 2017, to the time of the filing of Dr. Pridgen's lawsuit?
A. No.
Q. So now we'll take one more step back in the timing is while you were still CMO, how many conversations did you have with Dr. Lowder about Dr. Pridgen?
A. Well, he and I met weekly, and we already talked about the time -- the time was probably a couple of times when -- or maybe even three or more where I asked him if he was sure that he couldn't find the contract. I asked him if he could find the contract and he said I don't have it. It's up -- it's up in Fort Mill.
Q. And the contract you're referring is one related to Dr. Pridgen?
A. Yes, as we've discussed earlier in this day. And then it was natural as a part of the course of my business to talk about the performance of multiple physicians, not just Dr. Pridgen.
Q. Any others kind of categorically before I move on

to my next question of conversations you recall with Dr. Lowder about Dr. Pridgen?

A. No.

Q. Let's talk a little bit about the weekly meetings between you and Dr. Lowder.

A. Uh-huh.

Q. Understanding that those would have occurred in your just shy of seven months, would that be accurate?

A. Yes. We met not every week, but almost every week.

Q. The meetings that you had, were they in person, telephonic, Skype, some other form?

A. They were in person and by telephone.

Q. About how long was the average meeting between you and Dr. Lowder during those times?

A. Probably about 30 minutes.

Q. Did you have any standing agenda of what you would discuss or just the needs at that time?

A. The needs at that time, but they tended to repeat with pretty good predictability.

Q. What were the topics that you felt repeated?

A. The primary topics were pipeline of the organization that was being conveyed to me by the business development person, Kevin Rogus; certain

medical initiatives that we were trying to get underway within the -- within the organization, such as new lab testing, other ancillary tests that they were interested in; certain -- like we had an issue with trying to line up the non-physician providers with a collaborating or supervising physician. And perhaps that topic took most of our -- most of our meetings incorporated that topic because it was very complex.

Q. And just so I'm clear, for the non -- excuse me, non-physician providers, would those be therapists, physical therapists, those types of medical providers?

A. Specifically it referred to nurse practitioners and physician assistants.

Q. So the three of repeat, and let's see if there's any others, but just a recap, pipeline of organization as conveyed by Kevin Rogus, medical initiatives to get underway kind of new things in terms of testing, and then to line up non-physician providers at Colonial Family Practice or larger?

A. The non-physician provider was a South Carolina market concern.

Q. Was there a need to hire more or --
A. As I started working there as chief medical officer, I came to learn that there may have been some compliance issues with how the organization had previously tied physicians and nurse practitioners and physician assistants to each other.
Q. Upon that discovery, did you make recommendations to how to fix that?
A. We did. I worked closely with Deb Hall, who was the compliance consultant hired by FCP, to try to understand the context, the extent, and potential solutions.
Q. How did that resolve, if at all?
A. It -- the resolution included, but not limited to, the closing of some offices until people can be appropriately tied by the appropriate state oversight organization, which was, as you could imagine, a concern over the finances because if the office is closed, they can't see patients.
Q. How many practices closed?
A. I don't recall. And some may have been where if there were two in the same office, where the office was able to be kept up but not both providers. So it was only running at maybe half

or a reduced capacity of some sort.

Q. Do you know of any documentation that would show the financial impacts of that?

A. I don't have any documentation on that.

Q. And did you ever see any that showed kind of what the losses were from those either partial or total office closures?

A. I may well have, but I don't -- I mean it would have been natural for the business to discuss the impact of that. But I don't recall what the specific, you know, that there are specific documents in existence.

Q. So other than the three big topics that we discussed about kind of the repeat concerns that you and Dr. Lowder had discussed on kind of that weekly basis, were there any other repeat topics?

A. There were. So the group was trying to set up or had set up what's called an ACO, or Accountable Care Organization, with a couple of practices that were not part of Family Care Partners. I think the name of one of those individuals is Dr. Guram, but I could be wrong about that. And I don't know -- so anyway, so we've talked about -- and the only reason why that name stands out is there was concerns about Dr. Guram not giving the

data. This goes back to the quality metrics that we were having trouble with before -- Dr. Guram not getting the data. And I don't know if Dr. Guram and Dr. Lowder are friends socially or just acquainted professionally, but I would hear from Dr. Lowder that he heard Dr. Guram was frustrated.

Q. And Dr. Guram was also under the Family Care Partners umbrella?

A. No. As I said before, he was outside that --

Q. Separate?

A. -- organization.

Q. Okay.

A. Right.

Q. Was Dr. Guram affiliated with Varsity, as far as you know?

A. I don't believe so, but I don't know. I think he was outside, an outside entity.

Q. The accountable care organizations, tell me a little bit more about it. Explain to me that context. That's not a term I'm as familiar with.

A. I don't think I'm able to give you really much detail. It's -- any more than it's a organization that -- it's part of a government program, organization tries to create quality,

value-based quality with that equation I discussed before. And there's some shared savings. So an organization might create savings while improving quality, and the government will share some of the savings they have with that ACO.

Q. Okay.

A. Much beyond that it's -- I can't give you --

Q. Okay.

A. -- a lesson on. I'm sorry.

Q. That's fair. So we've got the ACOs being kind of another repeat topic. Any others that you recall being repeat things that you and Dr. Lowder discussed?

A. I think more personnel in the office. More about personnel in the office and, in particular, we -- there's a period of time where we had a real backlog of incomplete charts and that was negatively impacting our ability to generate revenue and quality data. And so I had leaned on Dr. Lowder and others to try to press their peers to get their charting done.

Q. Did you observe that that was something that was pretty across the board with most of the physicians at that time?

A. Would do you mean? That was --
Q. The charting that was behind in terms of --
A. There were some -- there are some physicians who are excellent at -- I don't know that they ever had charts that were late or maybe with rare exception; and there were others who seemed to really struggle with charting.
Q. And to put in context, is it fair to say that all of the physicians would have what we call scribes, who are employees that work to transcribe those charges and essentially that would be a scribe's responsibility, and then the physician's oversight of that scribe?
A. It's always the physician's responsibility. Now whether or not they used somebody to help them with their note taking, many of them did.
Q. And would that be standard practice at this particular practice to have scribes for each of the physicians?
A. I would not use the word "scribes" to describe these individuals.
Q. Well, what would be -- if scribes not the right, I'm happy to describe it otherwise.
A. Well here -- and here's why. I view scribes, and scribes in the evidence-based literature are

demonstrated to be personnel who accompany you into the exam room and take notes while you are examining the patient, and then when you leave the room, essentially the chart is complete. It needs a review and then it can be signed off or at least attested to that stage in the patient's care. What I saw happening in most of the encounters would be that the physicians would write notes of some sort on either a template or a blank sheet and hand those over to a person who was seated down the hall in a different room, not co-located in some fashion with the physician, and they would then translate those handwritten notes into the medical record.

Q. A fair distinction between the two is that -- would it be fair to say that between both scenarios that you described, whether that employee was in the examine room or writing the notes thereafter, the physician would need to review those notes to final authorize the accuracy?

A. Yes.

Q. Based on your personal observations or knowledge, which physicians were having issues with charting essentially a backlog at the time?

A. There were many.
Q. Now let's track back to the repeat topics with Dr. Lowder and yourself through your weekly meetings. You've kind of hit on five key categories which we've had some follow up to kind of explain each of those five. Are there any others that come to mind for repeat topics?
A. I think those are the general categories. There may be others. But I think those are the key ones.
Q. And let's in terms of the fifth one that we touched on, which was personnel in the office, you described about the backlogs of the charts. Were there any other personal topics that you recall coming up with any kind of frequency?
A. Well, personnel performance was one, as well as a frequent request for pay raises.
Q. For context, when we refer to frequent requests for pay raises, would -- in your mind, would that include Dr. Prigden's inquiries about shareholder, or would that be other employees inquiries?
A. When I use that phrase, it's strictly pertaining to non-physician ancillary service employees.
Q. Just a little more follow up on this topic and we

can break for a lunch break.

A. Okay.

Q. The personnel performance that you referred to about the personnel topic, did any conversations focus primarily on physicians or non-physicians or both?

A. On the -- I'm sorry. On the topic of?

Q. Personnel performance.

A. Personnel performance. We talked about both.

Q. Were doctors, physicians who were already shareholders, partners given any different standards for the expectation of their performance to that of other physicians who were not shareholders or partners?

A. I applied the concepts of efficient, effective and aligning care the same across the board.

Q. So as CMO, you applied the concepts across the board to all physicians, regardless of shareholder status. Do you know if any of the other leaders agreed with that mentality or did not agree?

A. I do not know whether or not they agreed or did not agree. Again, I was never afforded the opportunity to formally propose how I wanted to objectively measure people.

Q. With your experience in the medical field dating back all the way from your EMT time, 1987, give or take on up to the present, would you -- do you think that that was out of the norm with other practices that you didn't have an opportunity to put in those objective measurement tools?

A. My expectation was that there would be quarterly board meetings or near quarterly as possible. So during my time there, there was only one board meeting that would have occurred, and that one was cancelled. And so my anticipation would be that that would be rescheduled soon. And so I expected that I'd have -- soon have an opportunity to formally propose and either adopt, amend, or rescind the policy.

Q. And this might seem like an obvious answer, but I want to ask it, is did you have any knowledge about whether the quality suggestions you intended to make were ever implemented after your departure?

A. I don't know.

MS. POLVI: I think that's a good stopping break for lunch.

(Break from 12:36 p.m. until 12:58 p.m.)

BY MS. POLVI:

Q. We're returning from our lunch break and we'll just pick back up where we left off. We had left off talking about conversations that you've had with Dr. Lowder and kind of generally the last topic was about a weekly meeting that you had kind of standing with him.

A. Uh-huh.

Q. Were there anything else that you needed to add about those weekly meetings that you felt were a common repeated topic?

A. I think those were the -- I think those were -- if someone else suggests that there might be another one, I'm open to it. But I think that's --

Q. Did Dr. Prigden's employment come up in any type of frequency with those weekly meetings with Dr. Lowder?

A. Only in respect before the EEOC complaint where I mentioned that I was looking for her contract, and he stated that he didn't have possession of it.

Q. Related to that, I want to give you what will be marked as Exhibit 4.

(Plaintiff's Exhibit Number 4 was marked for identification purposes.)

Q. This Exhibit 4 is Bates numbered Colonial 160 through 175. It's a document that they produced to us related to Dr. Pridgen. Did you ever see it during any time prior to today?

A. I never saw it during my employment there.

Q. Did you see it at any other time outside of your employment?

A. No. I haven't seen it other than in connection with this.

Q. Did you review it in advance of today's deposition?

A. I did not.

Q. My highlighted version at the office so beg your indulgence for a moment. I want to find the section I want to ask you about. There we go. If you'll turn to page 170. If you'll read what's marked as term number 15, I'm going to ask you about that. But just tell me after you've had an opportunity to read it.

A. Okay. I've read it.

Q. Did anyone within Colonial Family Practice ever bring this term to your attention?

A. Nobody ever did because nobody could ever find the contract.

Q. And did Dr. Lowder ever reference it either

specifically or generally when you and he discussed the contract?

A. He referred me in all such occurrences back to the contract, which he stated was at Fort Mill.

Q. We see in this term 15 it references a time period at the end of 36 months, which would be the end of three years after the execution of this where there be some next steps involved. Did Dr. Lowder ever talk about what those next steps would be?

A. No.

Q. At least not with you?

A. Correct.

Q. When we look at the last page on this exhibit, we see a date identified as June 11, 2013. I understand that you were not a part --

A. Is that the same document; is that what you said?

Q. Yes.

A. I'm sorry.

Q. Yeah, I'm sorry. Exhibit 4, I'm looking at the last page. We see a handwritten June 11, 2013. I understand that you weren't affiliated with the practice at that time in any kind of capacity; is that accurate?

A. That is correct.

Q. Okay. Did anyone tell you the type of practice, meaning like the assets that Dr. Pridgen brought when she came to Colonial Family Practice?
A. I'm not sure I understand.
Q. Were you aware of her bringing a patient base with her?
A. I was told that she'd brought a functioning practice.
Q. Were you aware of whether or not Dr. Baker when he joined the practice brought a functioning practice with him?
A. I am not aware. And to be clear, if that wasn't clear from my prior answer, it was that I don't have firsthand knowledge of that. That's how it was described to me with respect to Dr. Pridgen's practice.
Q. Would it be an exception rather than the norm that Dr. Pridgen brought a fully functioning practice compared to other doctors who were working at the practice?
A. During my time there, I saw different models being acquired into Family Care Partners. Now what happened before that Family Care Partners acquisition, I can't really speak to at all. But with respect to my time there, we saw people who

brought -- who were acquired -- who had an acquisition involved where they had a practice with a patient base and some office assets. And then we saw others where they -- the physician and the PA or nurse practitioner who worked with that physician were acquired, but I believe they had -- those people had a non-compete that they couldn't take their patients with them. Or maybe just some of the patients; they couldn't take some of the patients with them. I'm not really sure what those constraints were.

Q. When you became CMO and started communicating with Dr. Lowder on a more frequent basis, did Dr. Lowder inform you that Dr. Pridgen had already been inquiring about a shareholder partner position?

A. I don't know if he brought it to my attention or I brought it to his attention. I think it's -- it's my bringing it to his attention about my meeting with Dr. Pridgen and that she had an interest in becoming a shareholder. And again, this is where I would have asked him about hey, it would be very helpful, because I thought it would help resolve this very easily if there was a contract somewhere. So I asked -- that's

perhaps the first time I asked him if he knew where the contract was.

Q. To the extent of your personal knowledge, is it accurate to say that Colonial Family Practice has not had a female doctor in a partnership or a shareholder position?

A. So I worked for Family Care Partners. When I came onboard with Family Care Partners, there were other female shareholders, as I understood it.

Q. But from the Colonial Family Practice, do you -- are you aware of any other female shareholders?

A. The entity I worked for was Family Care Partners, and that's where my global view was taken. So it was, from my perspective, really one organization.

Q. And from the Family Care female doctors that you're referencing, who are they?

A. They were from the Eastern North Carolina Medical Group that was acquired prior to my arrival on the management team. And there was a pediatrician -- actually I think she's medicine pediatrics combined practice -- and a pulmonologist. And I don't recall their names offhand.

Q. And to the extent of your personal knowledge, were they already in a shareholder or partner role when their practice was acquired?
A. My understanding is that they were shareholders of the -- of their practice prior to acquisition by Family Care Partners Holdings and that they had some sort of ownership interest in the resultant organization. That was my understanding.
Q. Did you ever have any conversations with Dr. Baker about the value of the buy-in?
A. How do you mean?
Q. From a shareholder perspective?
A. How do you mean? I'm sorry, how do you mean by when you say value of the buy-in?
Q. Just whether you felt it was a good decision, bad decision, any other opinion about what you could or could not get out of it monetarily?
A. I felt frustrated by -- I can't tell if I -- I don't know if I shared this with Dr. Baker or not, but I can say that if I shared an opinion with another shareholder, it would have been that I was frustrated by the financial performance of the organization and that -- and that I hoped that we'd be able to turn around to recover, but

at that point, it may have been a lost investment.

Q. Do you recall at any time that any of the physicians who were shareholders from the Colonial Family Practice kind of source, any of them expressing their opinions about the value of shareholder status to you?

A. I don't recall anybody saying anything about the value of shareholder status. What I recall the most was people being frustrated by the financial performance of the organization as a whole.

Q. Based on your observations, what did you believe was the source of those financial performance frustrations?

A. There were -- there appear to have been problems with what's called RCM, or Revenue Cycle Management. Part of that we discussed earlier with respect to timeliness of charting. You can't submit a bill until the chart is signed off. Part of it had to do with the what's called pair credentialing or credentialing process where people were having difficulties getting the payors to recognize the providers as authorized entities so as to be what's called "in network" and allow the insurance companies to pay the

organization directly. These sorts of things negatively impacted the organization's ability to collect revenue. And that creates some of that concern that I referenced.

Q. For the credentialing process in network versus out of network and cost and impacts that way, was that per physician basis, or is it per practice basis for what's determined of in or out of network?

A. So my -- so that part of RCM is not in my proverbial wheelhouse. But my understanding is that even though a practice may be recognized by -- by a payor organization, the providers within that practice have to also be credentialed in order to be linked up with that payor agreement.

Q. What knowledge do you have of the transaction essentially that occurred where Varsity and Family Care Partners became affiliated with Colonial Family Practice?

A. I have no firsthand knowledge. What was described to me was Varsity acquired Colonial and created Family Care Partners.

Q. And from that perspective when you were working in the CMO capacity from Family Care Partners, how many practices were you kind of on hands

dealing with?

A. There were maybe four or five in North Carolina. There were the several offices in Sumter, the office here. There was one in a town called Wagener. There's several east of Sumter, and I don't recall the names of those two or three communities. And then one -- two out near Charleston. I think two out there.

Q. And you would have been in a CMO capacity over all those practices?

A. That is correct.

Q. Other than Dr. Lowder in terms of weekly status with him, did you have with these other practices that you just listed, did you have kind of weekly points of contacts with those practices too?

A. I did.

Q. Sourcing out of these other Family Care Partner practices that you just listed, were there any other physicians that you think were in a similar status as Dr. Pridgen in terms of wanting to obtain shareholder status around the same time?

A. I am not aware of them. I am not aware of any. That doesn't mean that there's not.

Q. When we look back at Exhibit 1, when you look at Bates number 3576, which is the second quarter

board of directors meeting agenda, or table of contents as it refers, we see that there's noted physician buy-in recommendation (Dr. Baker.) Were you ever given an explanation by anyone as to why Dr. Pridgen was not being considered for a buy-in recommendation at that time?

A. No.

Q. And one question I don't think I asked you before, but do you know who drafted the table of contents and agendas we see in Exhibit 1?

A. I do not.

Q. This would have preceded your time with affiliations, but I do want to see if you had any personal knowledge about it after the fact. Did Dr. Pridgen or Mr. Watson ever tell you about the meeting that they had in March 2016?

A. March 2016? Dr. Pridgen told me about a meeting, but she didn't -- I don't recall that she gave me a date. So I don't know if this is that meeting or not. And you'll recall early today I told you about the first time I met Dr. Pridgen and she had shared not just the tour, but a discussion of her position. And I think I referenced in that that she mentioned that she met with Mr. Watson at that time.

Q. Did -- in so many words, did Dr. Pridgen explain to you that her frustrations were that she felt she was being delayed?

A. She shared with me her frustration. The sense of delay came across because she said that her understanding was that the patient volume was 500 patient visits a month and then she achieved that, and then she felt she -- that goalpost was changed to 550. That's what she conveyed to me. And that's why when I returned back to meeting with Mr. Miller and Mr. Watson I asked to please affirm, make sure that people were communicating clearly with me so that I have a clear understanding of what the actual policy was.

(Plaintiff's Exhibit Number 5 was marked for identification purposes.)

Q. You've been handed what's marked as Exhibit 5. It's a rather large exhibit because I just went ahead and printed the entirety of what was this PDF because we might need to reference it at different times. But the part that I specifically want to ask you about is if you'll turn to page 56. This is an email -- I'm looking at page 56, an email from Thomas Watson to Dave Alpern dated May 17, 2016, and the subject is

"Physician buy-in criteria thoughts." I'll give you a moment to read over that and then I want to ask you about it.

A. Uh-huh. Okay. I'm ready.

Q. First it states physician buy-in criteria, semicolon, and then there's three asterisks. Were these buy-in criteria the same buy-in criteria that were relayed to you about what would be the standards for buy-in?

A. The 550 we've discussed multiple times. That's a consistent number. The recommendation of the CMO, when I came onboard Mr. Watson asked me to develop criteria to provide input from the CMO towards the buy-in decision. The three years of experience, I can't comment on.

Q. And with the CMO role, I'm not sure if I've asked you this yet -- I don't believe I have and I apologize if it is repetitive -- but who was the CMO before you?

A. Clayton Lowder.

Q. The same Dr. Lowder we've been referring to during the testimony?

A. That is correct.

Q. And when Dr. Lowder was no longer in the role and you obtained the role, did you have any kind of

transition, onboarding, orientation, anything of that sort?

A. From Dr. Lowder?

Q. Yes.

A. No.

Q. And understanding you might not have any personal knowledge about this, but to the extent of your personal knowledge, do you know whether Dr. Lowder -- excuse me, in his capacity as the former CMO ever recommended Dr. Pridgen?

A. I do not have that information.

Q. And we look at the -- this email it's talking about criteria and thoughts about buy-in. And if we turn, there's a couple more emails related to this topic, and I'd like to turn to 58 first. You see the email from Mr. Watson it states kind of midway through the larger paragraph, "We should write buy-in criteria guideline up as something that allows exceptions, which as you can see would have historically applied to Dr. Stewart at 5/27." Is Dr. Stewart a male or a female, to the best of your knowledge?

A. I don't recall who all the people are, but I think, if that's who I think it is, it's a male.

Q. And were you the CMO when Dr. Stewart obtained

buy-in?

A. I think that all predates me. And I'd like to state, I'm not sure I'm 100 percent confident as to who Dr. Stewart is.

Q. Okay.

A. Okay.

Q. And seeing that you are not a person involved with this email that I'm looking at, May 17, 2016, at 4:51 p.m. on page 58, but understanding you're not on this email, did the information that we see within this email ever get discussed with you from Mr. Watson or Mr. Alpern, the two individuals in the email?

A. I believe the only thing that was discussed with me was that 550 number.

Q. Now if we segue to the very next email, which is actually one earlier that afternoon. It starts at the bottom of page 58, goes to page 59. The email that's time stamped 2:56 p.m. Towards the end of the email here, they reference -- Mr. Alpern references Baker with regard to discussions about buy-in. Knowing that maybe this might have transitioned around the time that you were -- I think you said June 1, 2016, is when you started to get affiliated with the

board, in terms of your board affiliation, did you have any knowledge about what criteria, if any, were applied for Dr. Baker becoming partner?

A. So to clarify, I sent Mr. Alpern an email accepting the position that was dated June 1st. I didn't start receiving information for the board until it was relevant to that July board meeting.

Q. Okay.

A. So for that clarification. Then to directly answer your question, you asked about the contents of this email. And other than later learning about the 550 number, I was not aware of the other contents of that email.

Q. Okay. And then earlier in this email there's some reference to kind of goals for performance to gross production, percentages of collections, things of that sort. Were those things that Mr. Watson or Mr. Alpern discussed with you after July 2016 when you started to become more involved?

A. No. Really the only discussion I had with any of them regarding this criteria is that 550 number and then Mr. Watson's assignment of tasks to me to develop criteria for the CMO recommendation.

Q. When you look at the bottom of the next email which is at 5:09 a.m. from Mr. Watson on page 59.
A. Uh-huh.
Q. There's a semicolon; it says timing, semicolon, and then there's some information, it says, "July 1st each year an opportunity to buy-in." Did he ever have any discussions with you about July 1st being any point of importance for whether or not Dr. Pridgen could become partner or a shareholder?
A. Not with respect to Dr. Pridgen. Just July 1st as the general threshold or the general -- threshold is not the right word -- time that that would occur.
Q. And then the last paragraph of this email states, "When you pass me the legal considerations and provide some feedback on these criteria, we can talk to Baker (neurologist doc.) He's anxious to hear back from us and definitely a keeper." Did you ever hear Tom Watson refer to Dr. Pridgen as a keeper in any type of capacity?
A. I never heard him say anybody as a keeper in any capacity.
Q. With the 550 patient visit benchmark that was discussed, were the exceptions to that discussed

with you?

A. They were not.

Q. And then if we look at the next page with content is page 61. And we see that Dr. Baker -- we see the average that it's boxed there.

A. Uh-huh.

Q. Was there any discussion once you became involved in this July 2016 time frame on about any threshold of patient number that Dr. Baker would need to have in order to become partner?

A. He was -- I'm sorry. What time frame?

Q. After your involvement, July --

A. July?

Q. -- 2016.

A. So from my perspective, he was already at that stage where he was in the process of buying in. It was not discussed with me at that time; however, after I became CMO, we had discussions on difference specialties that different providers would have and the different RVUs that they would obtain per patient encounter, and recognize that there's a difference between some specialties and other specialties.

Q. And fair point, I just want to make a distinguishing bit to that to potentially, I

think, clarify. Fair to say that you were -- you were proposing these RVUs as an evaluation for specialties being important, but that leading up to the time that you're proposing them, that wasn't a factor that was being considered?

A. Some people would look at it as RVUs; others could use it to say patient volume. In some people's mind they may be used interchangeably, but I think there is a distinction and a difference between them.

Q. But in terms of the buy-in decision-making, that wasn't a requirement?

A. I can't comment on that because I wasn't part of -- I don't see that I was part of the Baker decision.

Q. And if we turn to page 62, there's reference to fast-tracking the cover memo. Do you know at all the cover memo refers to? You might not.

A. I do not.

Q. Okay. After you were no longer in the CMO role, do you know whether Dr. Lowder returned to that role?

A. I had heard that he did.

Q. And just for, I guess, kind of context, to the extent of your awareness, did Dr. Lowder have any

hard feelings with you when you became the CMO after him?

A. When I became the CMO?

Q. Yes.

A. I don't know if he had hard feelings towards me or not.

Q. Did during those seven months, give or take, that you were CMO, did Dr. Lowder cooperate with your request for information?

A. I don't know that he did or didn't. He was very congenial. But I don't know if that's the same as cooperating or obstructing.

Q. And I believe earlier in your testimony -- and I don't think I'm misquoting you, but correct me if I am -- I think you said that you asked Dr. Lowder for Dr. Pridgen's contract, I think, on three occasions, and he kept referring that it was at Fort Mill, in office there. Do you know if he ever made any efforts to obtain it per your request?

A. I never received it from him. I don't know what efforts he had outside of our meeting. And it was me who went back to Fort Mill to ask HR up there if they had a copy of the contract.

Q. And you referred to an HR individual I think you

spoke with. You didn't recall her name, but I think you identified her as a her. Was this HR employee at the Fort Mill office?

A. Yes.

Q. And was the Fort Mill office a medical practice or strictly an administrative type of office?

A. Administrative.

Q. When you physically went to the Fort Mill office to ask the HR for the contract, did you see any type of documents there about Dr. Pridgen, be it like a personnel file or anything like that?

A. No, I did not.

Q. Okay.

A. The HR person's name is Tricia Shaffer. And I don't know the spelling. And I don't know if Tricia is short for Patricia.

Q. I appreciate you following up. Sometimes it'll jog your memory over time. So do you know how long she was in that role?

A. I do not.

Q. Was she in the HR role at the conclusion of your affiliation as CMO in that August 2017 time frame?

A. I believe she was.

Q. One of the things that we've alleged in the

pleadings relates to that Dr. Pridgen was kind of pointed in different directions for who was going to be responsible as the decision-maker for whether she became a shareholder or partner. To the extent of your knowledge, who were the person or persons ultimately responsible for that decision?

A. Board of directors.

Q. Of which entity?

A. Family Care Partners.

Q. And are those board of directors for Family Care Partners the individuals, though it might change from time to time, the individuals that we see listed in Exhibit 1? For instance, when I look at page 3578, board members identified as of July 22, 2016?

MS. DUNLAP: Hold on a second, make sure I don't have an objection. Okay.

A. You said 3578?

Q. Correct.

A. July 22, 2016, is that the page I'm looking at? I just want to make sure. Yeah.

MS. DUNLAP: Oh, wait. Sorry. I'm going to object to the form. Sorry. Go ahead.

A. I believe this generally lists the board members

and guests.

Q. One thing I don't think I've asked you about that relates to this topic is when you became a board member, did they tell you, meaning Mr. Watson or Mr. Alpern or anyone else affiliated, tell you who could become a board member?

A. Did they tell me who could become a board member?

Q. Right.

A. No. I don't -- no.

Q. And when they were talking with you about you becoming a board member, did they refer to any bylaws or any things that they were looking at?

A. I don't know if they did or didn't. They didn't convey that to me.

Q. The patient visit metrics that we referred to multiple times during the day, I want to follow up a little bit about how they're obtained. So you also had referenced earlier in your testimony that you had some concerns about some of the quality metrics things of how that data was being compiled.

A. Yes.

Q. Did you have any concerns about the patient number data compilations?

A. Not in the same way. To me, it was rather

straightforward, either a patient visit occurred or it didn't. For every patient visit that occurred, you'd get a plus and a certain number of pluses equal a sum. And that sum either meets or does not meet a threshold. That was clarified -- I was not keeping track of patient visits, but I got that from another component of the management team.

Q. And who was the management team individual overseeing that?

A. Well, that would have fallen under the purview of Paul Miller. And whether he or one of his reports did the work, I couldn't speak to.

Q. And he was in the CFO position at that time?

A. For most of my time, a good portion of my time there.

Q. In terms of the team that you referenced working with Mr. Miller, do you know how many employees were part of his team?

A. I don't.

Q. Any direct contacts with anyone specific that you know of that worked with the patient numbers?

A. There was a gentleman named Rob. There were two Rob -- two Robs in the headquarters office. Last name of one of them I think was Patterson, and I

can't remember the last name of the other. And I think one of those two Robs was the one that actually tracked the numbers, at least at some point. I don't know if it's the entire time.

Q. For the headquarters that you were referring to, where is that?

A. Fort Mill.

Q. We've been going for a bit. Do you need a break?

A. I'm good.

Q. This would have been potentially around the time where you're transitioning into a more active affiliate role, but were you with Dr. Pridgen and Dr. -- or excuse me, Mr. Watson when they met on or around July 16, 2016?

A. No. I would not have been at that meeting.

Q. Did either you or Dr. Pridgen -- or actually let me rephrase. Did either Dr. Pridgen or Mr. Watson discuss with you what they talked about on or around July 16, 2016?

A. Again, I refer you back to my earlier answer. I think you had referenced a March 22nd meeting between Dr. Pridgen and Mr. Watson, and in that response, I told you about what Dr. Pridgen conveyed to me during our first meeting in 2017, and at that same time, stating I don't know if it

was that March meeting or maybe this July meeting where those concerns that she had were discussed with Mr. Watson.

Q. And this might have the same answer, but I still need to ask. And with regard to the November 15, 2016, meeting, were you present when Dr. Pridgen expressed concerns on that date?

A. To Mr. Watson? Is that what you're saying or --

Q. And Dr. Lowder.

A. -- I don't know who -- oh, Dr. Lowder. No, I was not present. And, again, the rest of my answer would reflect back to the previous one.

Q. And did you have any input when Mr. Watson was or was not meeting with Dr. Prigden during the fall of 2016 about her concerns of partnership?

A. No.

Q. If we look back at Exhibit 2, which are your investment documents, we see the cover letter's March 22, 2017, and the memorandum a few pages before that and the exhibit is February 16, 2017. Having both of those dates in mind, when in context to these written documents did you start hearing about the buy-in?

A. Shortly after I arrived as an employee of Family Care Partners on the management team, I was

informed that it was an expectation that I purchase equity shares to align myself with the investment team.

Q. With the criteria that you discussed with Dr. Pridgen, you personally, about I think you referenced, you know, quality to patient numbers, things of that sort, do you recall Dr. Pridgen responding that Dr. Baker was not given the same requirements when he obtained buy-in?

A. I don't recall specifically, but I can imagine that she may have shared that with me.

Q. You referenced that there was a board meeting that I think Mr. Alpern said was cancelled, and then there was an alternative meeting that occurred on or around the same date. Were you ever given any explanation why it was not termed as a board meeting even though most of the board was meeting?

A. I was -- I was told only what was in the email from Mr. Alpern that came at the end of April sometime.

Q. And you referenced there were two individuals who were not participating at the time. Were those two individuals board members?

A. Yes.

Q. Did Mr. Alpern ever tell you when the next board meeting would occur when y'all were in New York?
A. He did not set a date.
Q. Let's take a quick break.
A. Okay.
(Break from 1:51 p.m. until 2:00 p.m.)
BY MS. POLVI:
Q. So we're back on the record from the brief break. I want to ask you a little bit more about the New York meeting. If it -- why did y'all meet if it wasn't a board meeting?
A. There was concern over the financial health of the organization and Mr. Alpern, as the chair of the board, felt it would be prudent to have key members of the management team and some of the Varsity investors there to discuss those financials, as I understood the purpose.
Q. And with regard to the location being in New York, would the majority of the participants at that meeting have had to travel out of state to go to New York?
A. Yes.
Q. Was it one day or beyond one day?
A. It was an overnight, so there was -- there wasn't a formal meeting in the evening. It was just a

dinner with the members of the management team and Mr. Boyd was in attendance at that and then the business meeting the next day.

Q. And I think we've established the dates, but context-wise to the time frame that this meeting happened in New York to when Mr. Watson is no longer the CEO, what was the time between those two events?

A. So that meeting in New York was early May, and Mr. Watson was separated end of June, first of July, right in that time frame.

Q. And Dr. Pridgen did not become a shareholder partner to date, but including also the time that you were CMO, if you had given a recommendation about whether Dr. Pridgen should become a shareholder partner, what would your recommendation have been?

A. I don't think I can speculate on that because the criteria that I was setting forth had not been adopted, approved, amended, or commented on by the board.

Q. But understanding that the criteria was already in place from when Dr. Lowder was CMO forward to you, with that criteria in place, what would your recommendation have been?

A. The criteria --

MS. BRYANT: Object.

MS. DUNLAP: Object to the form. Sorry. Go ahead.

A. That's okay. The criteria included CMO recommendation. I felt objective criteria needed to be put together so that the CMO's recommendation was not subjective. The criteria I put together and had proposed, or intended to propose, was never brought forth to the board because there was no board meeting at which it could be considered; therefore, it could not be adopted, amended, or rescinded.

Q. So let me phrase it a little different, would you have discouraged the board from making Dr. Pridgen a shareholder?

MS. DUNLAP: Object to the form.

MS. BRYANT: Object to the form.

A. I believe that is very speculative. I would have seen myself as saying what I propose the criteria to be and then shown how she would have matched against that criteria.

Q. Well, let me then do a different question. Did at any point, did you ever tell the board in any capacity any type of information that would dissuade them from making Dr. Pridgen a

shareholder?

A. No.

Q. During the time that you were on the board or CMO, any kind of affiliation, did you vote on the buy-in of any physicians?

A. I don't recall doing so, though I see on the agenda from July that Dr. Baker's buy-in was on that agenda. I don't recall that discussion. Let me just -- I don't recall that that was actually discussed, so I think there's a difference in that answer.

Q. Fair to put on the correction. And feel free to do so at any time during the deposition.

A. Yes.

Q. After Dr. Pridgen raised her concerns about not being made shareholder, are you aware of any kind of remedial action to investigate whether gender was the cause of why she wasn't being made a shareholder?

MS. DUNLAP: Object to form. Go ahead.

A. The first time I recall that gender was being asserted as a factor was when she filed the EEOC complaint. After that point, I felt it was out of my hands from an investigation standpoint as there were other entities within FCP or their

counsel to do that investigation.

Q. Around when did you become aware of the EEOC complaint from Dr. Pridgen?

A. When I received notice from your office.

Q. And did you -- did you take any action to respond?

A. I notified HR, and I notified the insurance carrier.

Q. Did you participate in any of the response or responses given to the EEOC with regards to Dr. Pridgen's appointment?

A. No.

Q. And did anyone from the EEOC attempt to contact you, to the extent of your knowledge, about Dr. Pridgen's complaint?

A. I can't say whether or not they attempted to contact me. I was not contacted by anybody.

Q. During your professional career at any job, have you ever been a witness or in some way been a participant in an EEOC complaint in the past?

A. No.

Q. From the time that you became affiliated with Family Care Partners, somewhere in 2016 through the end of your time as CMO, did the board ever at any time have any discussions about EEO

topics, even generally? And when I say EEO, I'm referring to Equal Opportunities.

A. Can I refer back to look at the --

Q. Equal employment opportunities, right.

A. Sure. I'm going to refer back to Exhibit 1. Bates number 3572, the agenda that's -- oh, no, that's not correct because that was the cancelled board meeting. And I'm just looking to see if it was on the agenda at any of those board meetings, is what I'm doing.

Q. Sure.

A. The 3573, it looks like compliance and legal was discussed by Mr. Motherway; that was on the agenda, as it was on the October 26, Bates 3574. It was on that agenda, so I imagine it was discussed in the context overall of compliance and legal. But I can't say that EEOC specifically was discussed.

Q. And for the meetings that you attended, generally, what were the compliance legal topics?

A. Most of what I recall was focused on compliance with documentation, False Claims Act concerns, not that they had them, but making sure people were educated towards that.

Q. Always important in the context of medical. So

False Claims Act. Any other statutes that you recall being a topic of focus?

A. Those were the main ones that maintained -- that I maintain recollection about, as they were most pertinent to me in my area of subject matter expertise.

Q. During the time that you were CMO, did you have any particular scrutiny over Dr. Pridgen's leave time?

A. What do you mean by scrutiny?

Q. Leave time --

A. Like --

Q. Permission or oversight, anything like that?

A. I don't think I directly did. The only conversation I recall having with Dr. Pridgen with respect to leave was that she was concerned that there was a month where she was going to be out for several weeks and felt that using that month's data might be harmful to that 550 threshold, at which point I concurred with her and felt that if it was a factor, that an adjustment should be made for that month.

Q. And that leave time was related to her honeymoon?

A. That's what she described to me, yes.

Q. During your affiliation with these entities, did

a doctor's suits, be it malpractice or some kind of negligence claim that invokes a doctor's insurance coverage to defend them, did that have any relation to buy-in criteria?

A. I had proposed remember -- I'll take you back to the earlier conversation over quality and how I felt frustrated that we couldn't get other independent metrics of quality, so I had to use a proxy. And what I had intended to do would be propose to the board that somebody's med mal risk be incorporated into that consideration.

Q. And if a partner had, for instance, a million dollar payout for a malpractice action against them, would that impact their ability to remain a partner?

A. I think the med mal environment in this country is very, very problematic, and I think there are a lot of good physicians who get caught up in med mal cases where it's not truly because of their -- the way they practiced. As a result, the recommendations that I had been drafting suggested that if there was a med mal concern to the -- that had risen to the level where it was placed in the National Practitioner Data Bank, for example, that an independent peer review

protected review of that complaint or entry would be performed, and then the peers can determine if it's meaningful or not.

Q. Would that apply solely to physicians seeking buy-in or to all physicians within the Family Care Partners that you were proposing?

A. The criteria that I was proposing was criteria that could be applied to the buy-in question. But it was my hope that people, when it comes to raises, promotion, retention, and other valuation -- evaluation opportunities or scoring opportunities, that it would be applied broadly across everybody.

Q. And I want to ask, we'll follow up about your testimony about kind of the concerns you have about the medical malpractice kind of culture and the cases that occur, and to kind of put in context to your experience, do most physicians who practice for any long period of time at some point have some claim against them, just the nature of the litigiousness?

A. There's some good studies out there that show that most physicians are sued by a certain age.

Q. Other than this lawsuit where you are currently a named defendant, have you ever been sued before?

A. I have.
Q. How many times?
A. I've been named in two med mal cases.
Q. Any others?
A. No.
Q. How did the two med mal cases resolve?
A. I was dismissed from both of them.
Q. And dismissed from both of them prior to any type of financial settlement, or was that part of the dismissal?
A. It was prior to any -- well, one, everybody was dismissed at the same time. And I may be using the wrong terms, it may have been a judgment by the court in the favor of all the 40 or so defendants. And then the -- that was the first one I was involved in. And in the second one, I was dismissed. I don't know if that case went on to settle with the remaining defendants or not.
Q. And I skipped some of my kind of typical intro, but I'm touching on it now, is that have you ever been a plaintiff in any case? Meaning you've brought a suit.
A. I don't think I can answer that question.
Q. I guess with regard to resolution versus public record, is there anything in public record that

you're aware of?

A. I imagine there is.

Q. And if there were public records of any legal action you've had, which state would they be in?

A. They might be in California.

Q. Any others in any other state?

A. Not that I'm aware of.

Q. And you currently reside in Ohio?

A. I do.

Q. And your primary point of contact, from a legal perspective, would be Ms. Dunlap?

A. For this case, that is correct.

Q. In terms of your current employment, where are you currently employed?

A. I have multiple employers.

Q. Please --

A. Okay.

Q. Thank you.

A. I'm employed by Community Emergency Medicine Partners.

Q. In what capacity?

A. I am an emergency physician, chief medical officer and president of the organization.

Q. I'm ready for the next one.

A. I'm employed by United States Air Force, Ohio Air

National Guard.

Q. What is your rank?

A. Lieutenant colonel.

Q. How long have you been with the Air Force National Guard?

A. Since on or about September 25, 2000 and -- well, it'll be four years this fall, so '19 minus four.

Q. Okay. Any others?

A. I serve as the vice speaker for the American College of Emergency Physicians for which I receive a stipend.

Q. And as the vice speaker, how frequent are your duties?

A. Very.

Q. Weekly basis, more even frequent than that?

A. Well, I perform the duties on an ongoing basis.

Q. How long have you held that role?

A. I was elected in October of '17.

Q. Were you a member of the American College for Emergency Physicians prior to your election?

A. I was.

Q. How long have you been a member?

A. Since about 1998.

Q. Okay. Do you hold any other income recipient roles?

A. I'm employed as an assistant professor at The Ohio State University.
Q. You stay busy.
A. I do.
Q. So with that assistant professor role, how long have you held that?
A. That has been off and on. I was full time there for a good period since about 2003, and then I was part time for a period after that. I'm currently part time there. My most recent appointment was in about, I want to say, 2015 or so, maybe '16 and continues now.
Q. Do you teach, typically, one course at a time or multiple?
A. I'm a clinical instructor or assistant professor is my title. But it's in the clinical arena, so I work in the emergency department and teach medical students, residents, and other appropriate personnel.
Q. Any other positions?
A. I hope so. No, I think that's it.
Q. During your time affiliated with FCP, were any of the board members female?
A. No.
Q. Are you aware of any pay equity studies or any

insight into reviewing the pay of female physicians versus male physicians within these entities that are named in this case, Dr. Pridgen's case, during your time affiliated with any of the organizations?

A. I'm sorry I lost -- what I heard you ask was am I aware of any studies of those -- of those named organizations?

Q. Yes.

A. And that pay -- I don't know of any.

Q. During your time in a paid capacity, be it from the board or as CMO, how were you paid in terms of the form?

A. When I was CMO, I received a paycheck. And when I was on the board before I became CMO, I was not given a salary. My compensation, as denoted in the letter that you put in front of me earlier, had to do with -- they have a term where you earn interest over -- in the company over time. I think it's called profit shares award. I may have that term wrong, though. And then they also -- when I was on the board, they'd reimburse me for direct expenses, such as flight or hotel.

Q. So prior to the CMO time, this would be kind of the July 2016 through the very beginning of 2017,

how much monies, other than the reimbursements for your travel, did you receive?

A. None.

Q. Then the CMO time frame when you were earning a paycheck that you referenced, did the paycheck fluctuate, or was it the same each paycheck?

A. I believe it was the same.

Q. And what --

A. I mean, outside of changes in taxes and so forth, the gross amount was the same.

Q. What was your salary in the CMO role?

A. I'd have to look at my pay contract. I don't recall offhand.

Q. I don't think it's in that Exhibit 2. Is it in Exhibit 2?

A. I didn't see it in there.

Q. Just a side question. Did you participate -- before I finish that question, let me preface. I'm not asking you for any legal advice, just want to determine whether you participated in any response. Did you participate in any response that was given by Morgan Lewis to our firm in June 2017?

A. I did. Let me clarify that. I corresponded with Morgan Lewis. I don't know what they integrated

into the final response to you.

Q. That's fair. When speaking with Mr. Watson specifically, did he ever express any frustrations to you about Dr. Pridgen's follow up about becoming a shareholder partner?

A. I don't recall him sharing frustrations.

Q. Did Dr. Lowder ever express any frustrations with you about Dr. Pridgen's following up about her concerns?

A. Let me clarify both on the previous question and this one, are you asking if they conveyed her frustrations or they shared their own frustrations?

Q. Their own frustrations.

A. The answer on the previous question stays the same. And with Dr. Lowder, I think at the time I brought it up he just said, hey, it's in her contract and that's you all guys are, something along those lines, saying he wasn't responsible for that decision anymore. So I don't know if that's frustration or not.

Q. During that conversation, did he explain that mentality is because he was no longer in the CMO role?

A. No, he didn't explain that.

(Plaintiff's Exhibit Number 6 was marked for identification purposes.)

Q. So I've given you some time to skim through.

A. Uh-huh.

Q. And then I have a couple questions at a couple different pages, but just tell me when you're ready once you have a chance to peruse.

A. Uh-huh. Go ahead.

Q. Okay. First, I want to -- this Exhibit 6 is Bates numbered Colonial 477 through 501. And I want to ask you about page 484 first.

A. Four -- I'm sorry?

Q. 484.

A. Okay.

Q. So there's an email from Thomas Watson dated June 2, 2016, at 4:44 p.m. and I'm looking at the second paragraph.

A. Uh-huh.

Q. It states, "Based on this and prior promises (at least in their minds) it would seem we should allow this exception for Dr. Baker, the neurologist. However, I think we should keep the bar for Dr. Pridgen at 500 visits, an exception from our 550 standard. This means she must qualify -- first qualify, but doesn't need to

wait until July 2017. I would add that I think our 550 standard should be at least a trailing three month average for her, but as a standard (for others in the future) it should be TTM. Does that seem reasonable?" The content of that paragraph, did Mr. Watson discuss that content with you, even if it wasn't on the date of this email, at some later date?

A. He did not discuss this email with me. When asked about the 550 question, he referred me to Mr. Miller, who said it's 550; it's always been 550.

Q. In the second sentence it states here, "However, I think we should keep the bar for Dr. Pridgen at 500 visits." Was that ever relayed to you?

A. It was not. That's not -- Dr. Pridgen told me that she was told it was 500 and then later told it was 550. So only in that context was that relayed to me by Dr. Pridgen.

Q. Did you ever have concerns about the fluctuating criteria that were given to Dr. Pridgen?

MS. DUNLAP: Object to the form.

MS. BRYANT: Object to the form.

A. From my perspective, I was asked by Dr. Pridgen to look at that 500 versus 550. I went and asked

about it. I was told emphatically that it was always 550, and that's what I conveyed back to Dr. Pridgen.

Q. And the emphatic 550 came from Mr. Miller and Mr. Watson?

A. Mr. Watson referred me to Mr. Miller, and Mr. Miller, on numerous occasions, reasserted the 550 number.

Q. And at one point, if I look on the next page 485, you may or may not know who this is, but just for point of clarity there's a sentence that says, "Allison also provided this and one other document today." Do you know who that Allison might be referring to?

A. Where?

Q. It's right above that bold black line.

A. I don't know who Allison is.

Q. Okay. So if you'll turn to page 490 of the same exhibit, Mr. Watson writes on November 19, 2016, to Mr. Lowder, a copy to Mr. Miller, subject says, Pridgen tie off. And then the first line states, "Clay, let me know your decision on Pridgen for buy-in." Were you ever informed of what Clay, Dr. Lowder's decision was?

A. No.

Q. And then the next phrase states, "My bias is to stick to the criteria." Did Tom Watson ever explain to you what his bias was?
A. He never used the word "bias" with me.
Q. And if we turn to a couple more pages past that, page 493, this is entitled at the top Summary by Provider for 11/15/16. Appears to be as referenced from the email before a type of productivity metric daily productivity report.
A. Uh-huh.
Q. Is this something that you saw with any type of frequency in your CMO role?
A. No, I do not -- I did not feel I saw this frequently.
Q. And during the time that you were CMO, did any of headquarters or anywhere else promulgate this data on a daily basis or a regular basis?
A. I recall seeing productivity numbers. I recall not being always included in the distribution of those. I do not recall it looking like this spreadsheet.
Q. During the time that you were CMO, did you reprimand any of the physicians within the Family Care Partner organization?
A. Please help me understand what you mean by

reprimand.

Q. Fair, we can kind of parse it down. Any form of written -- let's do written reprimands first. And what I mean by that is any written warning on up to termination?

A. I don't recall. I think there were some behaviors with one of the PAs or nurse practitioners. I don't know what her degree title was. I don't know if that was something that Deb Hall, who I referenced earlier, the compliance officer, had looked into. I don't know if that ended in written, as the term you say, reprimand or not.

Q. And any verbal reprimands that you recall giving during your CMO time?

A. I remember coaching people on how to improve in certain areas. And that was done both in writing and verbally.

Q. Accurate to say that Dr. Pridgen was not one of those physicians who were -- was coached?

A. I offered to coach Dr. Pridgen.

Q. In what kind of context?

A. With respect to the patient experience.

Q. And in context, would all physicians benefit from such coaching?

A. I can't say all physicians would benefit. I think many physicians would benefit from an opportunity to receive feedback on how they're being perceived so they could amend, adjust, or change their behavior, how they communicate, how they care for people.

Q. As part of the organization, did the medical practice, Colonial Family and other practices within the Family Care bubble, request of their patients feedback in some form of a written they can --

A. Yes.

Q. And did Dr. Pridgen receive similar type of feedback to say an average of the other physicians?

A. Yes.

Q. And that would be some positive, some negative, some, you know, constructive suggestions?

A. Yes.

Q. Just debating on which avenue I'm going to go next, which would be the most concise. Let's do these first.

(Plaintiff's Exhibit Number 7 was marked for identification purposes.)

Q. And let me preface with this Exhibit 7, Bates

number Colonial 264, is not a text message from you; it's from Dr. Lowder. And the text message here I want to ask you about is the second one we see on this page June [sic] 24, 2017. Dr. Pridgen's stated, "Please discuss my partnership with Tom. He promised that it would happen last December for me and Baker. My numbers are above 500 as requested. May get to 600 this month. Thanks." Obviously, you were not party to this specific text, but on or around this date of January 24, 2017, were you aware of Dr. Pridgen sending those inquiries to Dr. Lowder and Mr. Watson?

A. No.

Q. And it would have been I guess shortly after this text message in February when you and Dr. Pridgen first meet?

A. Yes.

Q. Just to expedite, I'm just going to hand her a couple in a row and we'll just do it that way. And that would be Exhibit 8.

(Plaintiff's Exhibit Number 8 was marked for identification purposes.)

MS. DUNLAP: Has this been produced, Shannon? I don't see a Bates number on it.

MS. POLVI: I don't know. I think I did produce it previously. It might have been printed just from my client file, it wasn't the Bates numbered one.

MS. DUNLAP: I mean, I don't recall seeing it and so I'm think I'm allowed the opportunity to confer with my client about it before you start asking him questions about it.

MS. POLVI: Okay. Well, let me give you this because I think they're probably printed from all the same file. So let's just get them all numbered and do it in one fell swoop. That would be Exhibit 9.

(Plaintiff's Exhibit Number 9 was marked for identification purposes.)

MS. POLVI: That would be Exhibit 10.

(Plaintiff's Exhibit Number 10 was marked for identification purposes.)

MS. POLVI: That's 11.

(Plaintiff's Exhibit Number 11 was marked for identification purposes.)

MS. POLVI: This is 12.

(Plaintiff's Exhibit Number 12 was marked for identification purposes.)

MS. POLVI: So 8 through 11 do not have Bates numbers.

MS. DUNLAP: I know I've seen 12 before, but the others

don't look familiar to me. Do you have any objection to me meeting with my client about these?

MS. POLVI: I do not as long as the scope is limited to those.

MS. DUNLAP: Okay.

(Break from 2:52 p.m. until 2:58 p.m.)

BY MS. POLVI:

Q. Exhibit 8 is a document dated February 27, 2017, has some visits for Kaoru Pridgen, information with some totals and other info then followed by some provider report information. Do you recall seeing this before?

A. Yes.

Q. And what was it in reference to?

A. Well, I don't know who I sent this to, but it looks like it's in reference to Dr. Pridgen. The top half of the first page reflects her patient volume; the bottom half of the first page shows some what looks like some patient feedback. And the subsequent, one, two, three pages are from the patient -- Bivarus, which is our -- which was our patient feedback vendor.

Q. The Bivarus for the patient feedback, were they the patient vendor for any great length of time

or only for a short time?
A. During my entire time there.
Q. And what does -- the information that you have included here, what did it mean to you in terms of any impacts on shareholder partner status?
A. It didn't mean anything to me with respect to shareholder status. It told me what her patient volume was. It gave me a sense of what the feedback was for what is represented on these sheets of paper.
Q. And do you recall if you were compiling it for any particular person?
A. I compiled it for every provider for whom I had data.
Q. And if we look at the Bivarus data, which is second page onward, if you can give us context on the numbers, the scoring, of what you recall?
A. Most of these scores are one to five or one to ten. I suspect that since the peer score was 4.13 that it was probably a one to five scale. Generally in the industry one is a lower score than a five.
Q. And in terms of the data that we see here, how would Dr. Pridgen have compared to other physicians around this time?

A. I sent two grouped analysis to each of the providers for whom I had data on or about the end of March, on or about the 1st of July, representing the first and second quarters. The analysis of that data showed that Dr. Pridgen was I believe in the lower half of her peers. And that's just from recollection. If I saw the data, I could be more specific.

Q. And was that data that you're referring to any of the documents that Ms. Dunlap sent me yesterday, or different data?

MS. DUNLAP: You may need to show him what I sent you yesterday. I don't know if he saw -- if he saw it. I compiled it and sent it to you.

MS. POLVI: Okay.

(Plaintiff's Exhibit Number 13 was marked for identification purposes.)

A. What I am thinking of -- let me make sure. What I am thinking of is on page 00047.

Q. So and following you where you were saying just for the record, that would be the 47, the last page of Exhibit 13?

A. That is correct.

Q. In the source data that we see in the second quarter patient experience, where did that source

from?

A. Bivarus.

Q. Bivarus. Who compiled the spreadsheet that we see on page 47?

A. I took the Bivarus data and put it into the form that you see.

Q. And the Bivarus data, is that something that the patients do after each visit, or voluntarily kind of proactively provide feedback when they feel like it?

A. My understanding of the arrangement with Bivarus is that they would survey 100 percent of our patient volume after the encounter.

Q. And for the second quarter, I'm assuming but I just want to clarify, is this the second quarter of 2017?

A. That is correct, yes.

Q. And for the practitioners that are named in the left-hand column, are they from -- all from practices under the Family bubble, Family Care Partners?

A. Yes.

Q. And for clarity-wise, the peer group average, that's an average of the folks that are above that line and below that line?

A. It is an average of the individuals on there. I don't believe anybody was left off of this for whom I had appropriate data.

Q. And there's mention of a mentor category down below. What does that refer to?

A. There are certain individuals who I felt, based on their scores, and maybe comments as well, that they seem to excel in those respective areas. I wanted to identify people who could be mentors so that they could help coach. I couldn't be everywhere. It's a large organization in two states. And so I wanted to find local people who could help coach their peers.

Q. And for Chasity Sims and Julie West, what practices were they at?

A. I don't recall at this time.

Q. And when we look at the spread of names here of the individuals I know to be shareholders and those that aren't, is it accurate to what you see as well that some shareholders are below the average and some shareholders are above the average that we see here?

A. That appears to be a correct statement.

Q. Okay. Next I want to ask about Exhibit 9, email from March 20, 2017, from Kaoru Pridgen to you

and copy Misty Johnson about the subject says "Furniture in storage."

A. Uh-huh.

Q. Beyond what we see here in the contents of the email, did you and Dr. Pridgen have any discussions about the property that she had that was at the practice?

A. She told me that she had personal property that was in storage in the -- one of the Family Care Partners storage buildings and that she wanted to access that to collect it. I wasn't -- I didn't oversee that, so I referred her to Misty Johnson, who at the time was the facilities director, and I felt that that would be the person that could best help Dr. Pridgen.

Q. Okay. And did y'all have any follow up after that, or was it kind of Misty took it from there?

A. I had no follow up after that.

Q. Did you ever observe the property that was in the FCP storage?

A. I think they had multiple buildings where they used storage for files. And I have seen storage areas. I don't know if I saw the storage area that's referenced here.

Q. Next we see Exhibit 10, three emails from May 21,

2017. And the first one sources with Dr. Pridgen asking you any idea when the next board meeting would be. Accurate that your response was, "As soon as I know, I'll let you know"?

A. That is correct.

Q. And then she references a response back, "Okay, but please don't let this drag on. I've been very patient for the last year and a half." Did you have any communications with any other FCP leaders about how to address that?

A. I don't believe that I did.

Q. Next Exhibit 11. I think this is just a little bit -- actually that might be the --

A. This looks like the same.

Q. -- exact same. So let's skip 11 because that's repetitive.

A. Only to add that my understanding of the intent of the board, based on statements made previously to me, was that they would try to meet quarterly. And so I was expecting that that would be soon and --

Q. Because the previous one had been, I think that's Exhibit 1, but I think it was --

MS. DUNLAP: January 2017.

Q. Looked like the end of January 2017?

A. That is correct. So I was expecting, again, the May 8th meeting that was the board meeting that was cancelled, from a board meeting perspective, I was expecting -- because that would have been the first quarter board meeting, I was expecting that to be rescheduled really imminently.

Q. And you indicated that Mr. Alpern was the one who issued the email saying it was cancelled and you're having the New York meeting instead?

A. That is correct.

Q. For the meetings that you're aware of, board meetings, was Mr. Alpern the decision-maker of whether they would or would not occur?

A. For the meeting on -- for the April email that cancelled the early May board meeting to reschedule it at some later date, it seemed that he was the decision-maker. But I cannot attest to as to whether or not he sought counsel with other members of the board.

Q. Exhibit 12. Earlier in your testimony, you referenced a letter from our office. Is this the letter you were referring to?

A. I think so. Although I thought there was like EEOC paperwork with it, but maybe I don't recall that correctly.

Q. And there might have been, but at least on this it doesn't indicate whether there was enclosures or not. I'm looking at the second page. But it's a two-page letter from May 30, 2017, dated to Mr. Watson, Dr. Lowder, and yourself. Did you have any communications with Mr. Watson or Dr. Lowder upon receipt of this letter?

A. Yes. I would have asked them if they received their notice, and then I turned it over to HR and counsel.

Q. And the letter references concerns that male partners have not had to meet the stringent standards that were applied to Dr. Pridgen, that's one of the allegations within the letter. Was that discussed with Mr. Watson, Dr. Lowder, and yourself?

A. I just --

MS. BRYANT: Can you repeat the question?

MS. POLVI: Sure.

Q. There's a sentence in the second paragraph that states male partners have not had to meet these more stringent standards with reference to the -- that's an allegation within it. Was there any specific conversation about that allegation?

MS. DUNLAP: So you're asking about conversations after

they received this demand letter?
MS. POLVI: About that allegation at any point. That specific one.
MS. DUNLAP: I object to the extent it was after and it was in preparation for responding to this demand letter or to the extent it was in connection with getting advice from counsel on the same work product and attorney-client privileges asserted before.
MS. BRYANT: Same objection.
MS. DUNLAP: If he had some conversations before regarding that, then he can testify to that.
MR. POLVI: Well, objections are on the record and we can deal with it later as needed. But upon instruction, are you instructing him not to answer?
MS. DUNLAP: Yes. If it occurred after you received this letter and it was done in connection with preparing a response to this letter, either between you and Dr. Lowder and Dr. Watson and/or your counsel, I'm instructing you not to answer. If you had conversations prior to that, you may answer; or outside of the scope of what I've said, you may answer.
A. So with respect to the question that you asked,

actually I'm going to ask for it to be re-read so I make sure I'm answering the correct question.

(The questions were read back.)

Q. And the letter references concerns that male partners have not had to meet the stringent standards that were applied to Dr. Pridgen, that's one of the allegations within the letter. Was that discussed with Mr. Watson, Dr. Lowder, and yourself?

COURT REPORTER: Then she said repeat the question (indicating Ms. Bryant).

Q. There's a sentence in the second paragraph that states male partners have not had to meet these more stringent standards with reference to the -- that's an allegation within it. Was there any specific conversation about that allegation?

THE WITNESS: I don't recall having conversation about male partnership versus female partnership or shareholder participation prior to receiving this letter.

Q. I'm going to ask you a little more about Exhibit 13, which are the documents that your counsel provided.

A. Oh, this one, 13? Okay.

Q. These are some -- my take on what I see is that it appears to be some emails and documents related to Dr. Pridgen; is that accurate?
A. It looks like the majority of these are related to Dr. Pridgen. Some of these emails may have more general applicability than strictly Dr. Pridgen.
Q. With regard to documentation that you have in your possession, are there any other documents that you know to exist that would relate to Dr. Pridgen that you have possession of?
A. Not offhand.
Q. So I want to ask you about Bates number 28. There was some realtime scribe program being described potentially as a pilot. How would that change how the scribes or employees performing that type of job were operating prior to potentially this program pilot?
A. Well, you'll recall earlier in my testimony I discussed what I consider scribe versus how they were generally operationalizing transcription process in their respective offices. And so I think it would change in a manner consistent with what I described earlier.
Q. So the pilot would keep the scribe vendors with

the physician throughout the business day?

A. That is correct.

Q. Prior to the pilot program that you described, what we see on pages 28 and 29, was there any type of written policy or procedure about whether the scribe vendors would stay with the physicians throughout the day or be somewhere else?

A. I don't know of any previously written policy on the use of scribes.

Q. For the documents that we see page 7 going forward, which appear to my eyes to be several pages of patient feedback, up to page 7 through 27.

A. Uh-huh.

Q. Just want to get clarification on are those --the ones that we see here, are these patients that were seen by Dr. Pridgen only, or are they a mix of from multiple doctors?

A. These came from the vendor, Bivarus. Every effort was used to make sure that the -- Bivarus used every effort, as they described to me, to make sure that the correct patient was linked to the correct physician. Does that mean that they didn't have any error? I can't speak to that.

Q. Fair. But just in terms of like, for instance,

when we look at page 7, they would look at -- probably Bivarus, at least based on your understanding, they would look at this visitor number and correlate that to the physician who saw that visitor number?

A. That's my understanding.

Q. Okay. Next I want to ask you about page 30. My assumption is this is the email you were referring when David Alpern -- I think it references here previously scheduled board meeting is changing. And this is the email I think you're referencing about that he cancels the board meeting and has the meeting in New York?

A. That is correct.

Q. And did you receive any further written information from David Alpern about that meeting?

A. Maybe only the specific dates and times so that I could arrange travel. I don't know if that would have come from Mr. Alpern or not.

Q. Do want a little follow up on the second to last paragraph. On page 30 of Mr. Alpern's email he refers to -- it states, "I hate postponing board meetings, but I think taking everyone offline to prepare for and then participate in a board

session is a poor use of time in the next two weeks given what's on management plate." Do you know what he was referring to? Was there anything specific that was on management's plate in that next two weeks?

A. I think he referenced it up above where he thought it was prudent to postpone the board meeting due to the magnitude of acquisition-related activity in the next few weeks and then the capital structure options.

Q. Okay. And why would it have been more prudent to talk about it in a regular meeting rather than a board meeting?

A. You would --

MR. DUNLAP: Object to the form. Go ahead.

A. You would have to ask Mr. Alpern why he thought it was more prudent.

Q. Did you have an opinion on whether it was or was not more prudent?

A. I did not form an opinion to that.

Q. Okay. Next I'm looking at 31, email from you to Mr. Watson, subject, Equity Position Policy Draft. And then thereafter we see what I assume is the attachment to this email; is that accurate that that's the attachment that follows?

A. That seems to be consistent, yes.
Q. And we may be beating a dead horse, but I just want to make sure we're confirmed. You sent this proposal, and it's a draft, that as of the time that you're no longer CMO, they had not voted on it?
A. That is correct.
Q. Okay. Next I want to ask you about 34 of the same exhibit.
A. Uh-huh.
Q. There's some reference to June numbers and tally tracking and it says meeting my quota this month. It's kind of obscure between both of your emails. Are you referring to patient numbers there or patient satisfaction?
A. I took it to mean --
MS. DUNLAP: Object to the form. Go ahead.
A. I took it to mean the volume numbers, the 550 as we've referenced earlier. And so I responded with who I understood to be the people in charge of that since Mr. Roberts was no longer with the organization.
Q. Thank you for clarifying.
A. Uh-huh.
Q. We've already covered the next couple pages after

that. I want to jump back to the last two pages of this same Exhibit 13, which are the -- this refers to the second quarter patient experience. Earlier you testified that you compiled the information for both the first quarter 2017 and second quarter 2017. Would you be able to supplement to your counsel the first quarter?

A. I think based on -- let me look at this more closely.

Q. Sure.

A. Okay. I don't know that I have an additional, and I don't know if this represents the two quarters together or just the second quarter. I think it's probably -- quarter two patient experience. Based on the title, I think it's just the second quarter. I don't think I have access to a similar graph -- or it's not a graph -- table for the first quarter.

Q. Okay.

A. There may be one; there may not be one. I don't know.

Q. Okay. During the EEOC complaint process, did you have an opportunity to read Dr. Pridgen's affidavit that she submitted to the EEOC?

A. I saw some papers with EEOC on it. I don't know

if that's the affidavit or not.

(Plaintiff's Exhibit Number 14 was marked for identification purposes.)

Q. So as we see on this Exhibit 14, Bates number Colonial 333 through 339, the signature for Dr. Pridgen is June 21, 2017. You were still there at that time about -- I guess a little bit less than two months before your departure. Did you see this at all before your departure?

A. Right now is the first time I have seen this.

MS. POLVI: Let's just do a quick break, touch base with my client.

THE WITNESS: Yes, ma'am.

MS. POLVI: And then we'll be right back.

(Break from 3:33 p.m. until 3:44 p.m.)

(Plaintiff's Exhibit Numbers 15 and 16 were marked for identification purposes.)

BY MS. POLVI:

Q. So, first and foremost, I recognize you are not probably the person who compiled this information because you weren't in a financial capacity with the organizations, but because you were a board member and then the CMO, you might have some insight into this information just to help clarify to me. So I look -- I have Exhibit 15

and 16 before me. Exhibit 15 is a Profit and Loss accrual sheet for 2017 for Colonial Family Practice, and then I have the Exhibit 16, which is the S Corporation two-year comparison. And I see when I look at Exhibit 15 that the total revenue for Colonial Family Practice was $56,081,020.54 is the -- the big bucket of group, but then the next column over it has CFP for $37,570,189.07. Would you agree that that is a profitable medical practice?

MS. BRYANT: Object to the form.

MS. DUNLAP: Same objection.

A. First with respect to your question, you said the first column or the 56 and other numbers, 56 million and other numbers that follow, you said Colonial; I would take it to be Family Care Partners and not Colonial. But I don't know because it doesn't actually say that on here. It just says allocated to and then the separate divisions underneath that. With respect to whether or not it is profitable, I am not in a position to make a comment on that.

Q. And then when we look at that column for CFP, $37,570,189.07 is the total there versus the current income year for the S Corp for the form

indicates $31,477,916.00, are you aware of why there would be a discrepancy?

A. I am not --

Q. And I'm not saying you're responsible for it. I'm just trying to get insight as to why those numbers would be different.

A. Today is the first time I have seen either of these two documents, and I don't know the details behind them or what they mean.

Q. The board meetings that you did attend, were financial spreadsheets like what we see in Exhibit 15 provided to the board members?

A. Financial spreadsheets were distributed and discussed.

Q. Were the board members allowed to retain copies, or was it only for use at the board meeting?

A. I don't know if people were allowed to retain copies or not. My habit is not to retain copies.

Q. And I've got -- Dr. Pridgen brought to me that she had three recordings from conversations with you, and I do have them on disks and I wanted to confirm your voice on the recordings, essentially. So if we are able to use -- I've got a copy for everybody. I guess this would be Exhibit 1.

MS. DUNLAP: Are you just going to be asking him to confirm his voice, or are you going to be asking him questions about the recordings? Because we haven't heard these before.

MS. POLVI: Well, I think the recordings will speak for themselves in terms of just if you're confirming your voice on them. I don't think we have to go into further questions.

MR. LEHRER: So we're going to go through each one of them and confirm his voice?

MS. POLVI: Yes.

MS. BRYANT: Do you have a computer you want to use with my disk drive, or do you want to use my computer?

MS. POLVI: If you're willing, I totally forgot mine. Apologies.

MR. LEHRER: Are these identified by the dates of the conversations?

MS. POLVI: They are.

MR. LEHRER: I mean I've got an objection in that, if I'm correct, we've never received or know about these. To play them at a deposition before we've had the chance to listen to the entire conversation, I think is improper.

MS. DUNLAP: I agree, and before I've had a chance to

discuss it with my client.

MR. LEHRER: So any questions would require us to be able to have the opportunity to listen to the entire recording. I don't know how long they are.

MS. POLVI: Well, again, I'm not planning on intending to go into the content because I think the content speaks for themselves. And I'm giving a copy to all. I just recently got them myself. So in terms of I'm just planning to identify your voice and --

MS. DUNLAP: Yeah, but if we can't have the opportunity to listen to the entirety of it, then that's not -- I mean that's not appropriate in my opinion.

MR. LEHRER: It seems to me that the more appropriate way to do this is for you to give us a copy and send a request for admission that the voice on the recording is Dr. Katz's voice; that way he can listen to the entire recording and then make a decision on whether or not that's him or not, and it's the same admission as if he would make it under oath today.

MS. POLVI: I'm willing to that to be a compromise as long as it's not going to -- because my

understanding is you have not intended to fully respond to the discovery requests pending a motion to dismiss. So I just don't want that to be the hold up to a response to -- if I do that.

MS. DUNLAP: The only -- I mean, let me clear. The only reason we agreed to this deposition is because you stated to Judge Newman that if you -- if we gave an early deposition and you were satisfied with Dr. Katz's testimony, you would voluntarily dismiss him. And so --

MS. POLVI: That is accurate.

MS. DUNLAP: Okay.

MS. POLVI: But I did not promise that that would be. I'd have to hear his testimony to determine that.

MS. DUNLAP: Right. And you've heard it. You've heard it, you know, as we've been here since 9:00 a.m.. It's now 3:51 p.m. and --

MS. DUNLAP: This is a normal deposition. You've kept my clients until like almost 8:00 before, so this is not an usual length of a deposition.

MS. DUNLAP: All right. Well, he's got a hard stop at 4:30. I've made that clear. I do have an objection. If you want to serve requests for admission, I'm not going to guarantee that we won't object to them, so you can proceed however

you want, but I'm going to object because we haven't had a chance to listen to those in their entirety.

MS. POLVI: I'm taking a moment to think procedurally to what my suggestion will be, so give me a moment.

MS. DUNLAP: And I will go ahead and request tomorrow a hearing on the motion to dismiss as soon as possible if there's not any intention to dismiss Dr. Katz.

MS. POLVI: I have to talk to my client about it. I mean --

MS. DUNLAP: I understand.

MS. POLVI: -- we're still at the deposition so --

MS. DUNLAP: I understand.

MS. POLVI: -- I can hardly have had any conversation with my client about it.

MS. DUNLAP: I understand that.

MS. POLVI: So I think that that's an inappropriate threat to make while we're still at the deposition.

MS. DUNLAP: It's not a threat. I'm just telling you that that's what I plan to do. Now I'm in a situation where I've got to order an expedited transcript to file a motion for a protective

order to protect attorney-client information, attorney-client privileged information, work product information, prepare a motion for that. So I don't see any other way for me to go than to immediately get the motion to dismiss heard, because I think that we have a very solid basis for that motion that could avoid a lot of unnecessary costs for my client.

MS. POLVI: Well, likewise, I have the concern of my client is that we have paid ultimately probably about $2,000 to have Dr. Katz here today in terms of his expenses and the court reporter expenses, and what you're implying is that you will not allow us to just hear these recordings to inform whether Dr. Katz is his voice or not, so essentially what that would be the result of is regardless of whether he's a defendant or not, I'm going to need to confirm that these are his voices so on this -- on these -- there's --

MS. DUNLAP: That's --

MS. POLVI: -- three recordings -- let me finish -- is that you're going to end up costing your client a whole other day to have to fly here if that's the purpose of later what we have to do. I think Jeff had a good suggestion is trying to think of

some way to resolve this the least adversarial and the least burdensome to Dr. Katz and his time and the least burdensome to Dr. Pridgen and her expenses.

MS. DUNLAP: So that's fine. I'm saying go ahead and serve your requests for admission and, you know, we'll respond accordingly. I don't -- I mean --

MS. BRYANT: Shannon, how long are the recordings? You said there's three.

MS. POLVI: There's two that are short and there's one that is longer. Some of it is related to a tour around the office, which isn't pertinent to any kind of material content.

MS. BRYANT: Okay.

MS. DUNLAP: Can I have a moment to speak with my client?

MS. POLVI: Sure.

(Off the Record)

MS. DUNLAP: Back on the record. All right. I just want to say you've had these tapes, you said you recently received them. I don't know if that means yesterday or the day before, but you've certainly had them at least since this morning. You knew that we have a stop time of 4:30 so that Dr. Katz could catch his flight. We've made that

clear several weeks ago when we scheduled this, and yet you've waited until close to 4:00 to spring this on us. And so if it -- as a result of this, we have to reopen his deposition, it's going to be my position that this has got to be via telephone or video or you've got to go to him. I am not going -- and we can start to play and listen to whatever you've got, but I'm not going to allow him to answer any questions at this point until I've had a chance to listen to all of it and discuss it with him, because we're entitled to do that under the rules. And if you would prefer to send requests for admission then I understand and, you know, we'll respond accordingly. But I'm not going to agree on the record to waive any right we may have to object to that.

MS. POLVI: Well, just to put on the record, I materially disagree with your depiction of the situation, but my intent, which I expressed before, is solely to affirm that it is Dr. Katz's voice in the three recordings; two are short, one is more lengthy. I think we can do it in a succinct period of time.

MS. DUNLAP: We have until 4:30.

MS. POLVI: You have it?

MS. BRYANT: Yeah. There are three recordings and you're welcome to come and look at my computer to tell me which ones if you want these in any particular order; otherwise, I'm just going to go top to bottom.

MS. POLVI: If you'll look at the size, let's do the shorter two first.

MS. BRYANT: Okay. You want me to play the shortest one first?

MS. POLVI: Yes, please. And then if you'll just tell us on the record which PDF at their label, they should be labeled on the PDFs.

MS. BRYANT: Okay. The first audio file that is named Dr. Katz and Dr. Pridgen conversation recording May 20 -- or sorry, May 16, 2017, is apparently, according to my computer, the smallest file.

(A recording was played)

DR. PRIDGEN: May 16, 2017, 9:00 call with Dr. Katz. Hey, Gary.

DR. KATZ: Good morning.

DR. PRIDGEN: How are you?

DR. KATZ: I'm doing fine. Thanks. How are you today?

DR. PRIDGEN: I'm okay.

DR. KATZ: How can I help you?

DR. PRIDGEN: I'm ready to go back to the board and revisit the partnership issue.

DR. KATZ: Yeah. I certainly have no problem bringing your numbers into that board meeting. So I just don't know when it's going to be scheduled. There was one that was supposed to be the end of April, but they ended up canceling that, so.

DR. PRIDGEN: So you can't bring it to them unless there's a meeting?

DR. KATZ: Yeah, there's -- the board has to have a meeting in order to -- so there's no interim process.

DR. PRIDGEN: And you don't know when that meeting's going to be? It could be three months from now?

DR. KATZ: Yeah, I don't know when it's going to be scheduled. They're usually quarterly. There was one that was supposed to be end of April but was changed, or they postponed it. So they haven't made that board meeting. They may just defer it to the next quarter, which would be the end of second quarter. We're at the end of first quarter right now, so end of second quarter.

DR. PRIDGEN: Okay. Well, I just feel like this is dragging on and on and on and I've done everything that everybody's asked of me and, you know, nobody seems to be helping me. I mean except you, of course, but, you know, I'm quite frustrated.

DR. KATZ: Sure.

DR. PRIDGEN: And I mean I don't know what to do next. I mean I'm just -- it's always a waiting game and then, you know, in three months are they going to come back and say, well, no, let's do this now and, you know, there's just never any closure. It's been going on for over a year, a year and a half now.

DR. KATZ: I definitely understand your frustration and even anger over it. So --

DR. PRIDGEN: I mean should I call Tom? I mean, you know, last -- last time I talked to Tom was last summer, and he was like, It's all up to Clay. Now all the sudden, you know, Clay's like, Talk to Katz. And now it's about the board and it's about numbers and it's about patient satisfaction, and it's just one more thing. And, you know, I have a life to live and I have to make decisions and, you know, and this is kind of

interfering.

DR. KATZ: Yeah. Yeah. I definitely understand what you're saying. I'd be happy to ask if Tom knows when the next board meeting is going to be since the last one was cancelled in light of Paul's departure. And I can let you know what he says about that.

DR. PRIDGEN: All right. Well, let me know.

DR. KATZ: Okay.

DR. PRIDGEN: Thanks.

DR. KATZ: Absolutely.

DR. PRIDGEN: Bye.

DR. KATZ: Bye.

(End of recording)

THE WITNESS: I'd like to talk to my counsel.

(Off the Record)

MS. DUNLAP: Okay. You want to play the next one.

BY MS. POLVI:

Q. Well, just for the first one, are you willing to answer the question of whether that's your voice, or are you objecting to that?

A. I'm not willing to answer that at this time. I'd like to hear the other recordings.

MS. BRYANT: Okay. The next one size-wise is a recording titled Dr. Katz and Dr. Pridgen

conversation recording March 20, 2017.

(A recording was played.)

DR. PRIDGEN: March 20, 2017, 9:00 a.m. phone call with Dr. Katz regarding partnership.

(Phone ringing on the recording)

DR. KATZ: Good morning.

DR. PRIDGEN: Good morning. How are you?

DR. KATZ: I'm so sorry.

DR. PRIDGEN: It's okay.

DR. KATZ: Did you get my email?

DR. PRIDGEN: I did. I heard it -- I heard it sound off, so that was perfect.

DR. KATZ: I'm sitting here searching through my file -- I thought you were in my address book and only your email was.

DR. PRIDGEN: Oh, it's probably --

DR. KATZ: I had only your phone number.

DR. PRIDGEN: Yeah.

DR. KATZ: So I apologize.

DR. PRIDGEN: That's okay.

DR. KATZ: So I hope you had a good weekend.

DR. PRIDGEN: I did.

DR. KATZ: I hope that the weather is beginning to warm up down there.

DR. PRIDGEN: Yeah, finally. Hopefully the

pollen's going away as well.

DR. KATZ: Yeah. I was down there last week and it was miserably cold. Actually, I thought I was still in Ohio, so.

DR. PRIDGEN: I know. I know. I think it's finally taking a turn for the better.

DR. KATZ: Yeah. Well, I hope so. So I'll kind of -- I'll cut to the chase here. And thank you for your patience.

DR. PRIDGEN: Of course.

DR. KATZ: I spent a couple weeks trying to make sure I've done my homework the best that I can, and what I'm getting is consistent answers from the executive leadership team, including Tom, CEO, and Paul Miller, the CFO, that they are insisting that that qualification number is 550. And I know that doesn't reconcile with your prior notes or conversations. Obviously, I wasn't a party to that so I can't speak to it any further other than they insist that it's 550. So --

DR. PRIDGEN: How long does it have to be 550?

DR. KATZ: It has to be steady at 550. And I'll tell you that that part is not written in, and from my perspective it's you get a quarter's worth of trailing data that says you're steady at

550. I think that's something that I'd advocate for and that level of consideration. So, you know, not one month but probably three months would stay consistent --

DR. PRIDGEN: Okay.

DR. KATZ: -- levels of performance so --

DR. PRIDGEN: Is it an average, though? Because I did 600 in January. I'll probably I could -- you know, if it's an average I could easily make it out to 550 average March, January, and February.

DR. KATZ: Um --

DR. PRIDGEN: Because here's the other question I have, and I don't know if you know this, but we are typically very, very slow in the summertime and some of my partners don't even make it to 550.

DR. KATZ: Right.

DR. PRIDGEN: And so it's almost impossible to get to 550 in the summertime, which is why we work so hard in the wintertime.

DR. KATZ: Right. I gotcha.

DR. PRIDGEN: Because we're all on, you know, pay, you know, productivity only.

DR. KATZ: Right. Let me see what I can find.

If you averaged over 550, I would -- I would let you know that I -- what I will do is bring your name forward to the board for them to consider.

DR. PRIDGEN: Okay. That's fair enough.

DR. KATZ: I mean I -- I can't tell you what they'll say or do or say it's enough or not enough, but that's -- the one thing that they may say is, you know, yes, it averaged over 550 and that it's not consistent. So if the average is because one month was 540 and the other months were, you know, 560 and that averaged over 550, that would be different than one month being 600 and another month being, you know, 475. Again, I'm just hypothetical trying to think of how the board of directors might --

DR. PRIDGEN: I understand.

DR. KATZ: -- consider it. But I -- I'm happy to bring your name forward to them at the subsequent board meeting after you've averaged a quarter's worth of 550.

DR. PRIDGEN: Okay. Just one thing I want you to keep in mind is in February I made it to like 500 and something, but I was also off for a week for my board review course so --

DR. KATZ: Right. I understand, yeah. Yeah.

Yeah. So yeah, I'm happy to do that. I mean, look, I don't -- I don't make the decision. I can only say, you know, present the data and say you and I have met and, you know, we've clarified that threshold and you've worked to achieve or exceed that threshold and you've done it on average over the last quarter and here's the numbers and the data and that they can look at that and they can -- they can make a decision.

DR. PRIDGEN: Okay.

DR. KATZ: You know, it's -- it's only just a -- you know you already recognize this, but I'll state it just for sake of clarity, you know, meeting any particular threshold is not a guarantee; it just gets you qualified for consideration.

DR. PRIDGEN: I understand.

DR. KATZ: Yeah. So if you meet -- if you meet those, I am happy to bring your name up, hey, here's a hard worker who has met the threshold that was set and they'll look at all the variables that they choose to look at and, you know, render a decision, you know, at that point, so.

DR. PRIDGEN: Okay. How are my --

DR. KATZ: Yes.

DR. PRIDGEN: -- numbers, my percentages; do you know? Are they getting better? Because I had to -- I had to have a heart to heart with my girls, and seems like we are working --

DR. KATZ: Your patient experience?

DR. PRIDGEN: Yes.

DR. KATZ: Is that what --

DR. PRIDGEN: Yes.

DR. KATZ: -- you're saying? Percentages?

DR. PRIDGEN: Yes. And you may not have enough --

DR. KATZ: The prior -- with the prior report, I left with you, didn't I?

DR. PRIDGEN: Yeah, it was like at 25 percent. And so it's probably not even been three weeks, Gary, so you may not even have any data.

DR. KATZ: Yeah.

DR. PRIDGEN: But I'm just curious to -- you know, to make sure that they're doing better.

DR. KATZ: Yeah. I can't -- do you remember which day we met by any chance? And what I can do is I can run a report from, you know, maybe the following day after that --

DR. PRIDGEN: Yeah.

DR. KATZ: -- you know, forward so that way it's only since you (indiscernible), right?

DR. PRIDGEN: Yeah, right. I can tell you what day we met. It was -- February 28. So it's probably not even been three weeks.

DR. KATZ: So I'll run that March report for you and I can send that to you.

DR. PRIDGEN: Okay.

DR. KATZ: The sample size may be low. I don't know, it may be adequate, but it'll be whatever it is and that way you can sort of gauge, okay?

DR. PRIDGEN: Okay. One thing, and this really bothers me, and I don't know if you are even able to comment on this but, you know, in the back of my mind this has bothered me and probably will always bother me is that back when -- back in August when I met with Tom, he promised me that, you know, me and Baker would be partners in December; they would make an exception for both of us. Obviously, Baker got that and I didn't. On another note, Baker never sees more than 400 a month.

DR. KATZ: Yeah, he's different because he's a different specialty. And so the neurology metrics are going to have to be different, length

of visit is expected to be different, as well as the ancillaries associated with it. So people who are not primary care are going to fall into their own set of metrics.

DR. PRIDGEN: Okay. So different rules for different specialties?

DR. KATZ: Yeah. And that's only fair. I mean we can't expect some people whose average length of stay for a single patient encounter is expected to be, you know, greater than, you know, two or three (indiscernible recording) family physician. It would be -- yeah.

DR. PRIDGEN: Okay.

DR. KATZ: Does that make sense?

DR. PRIDGEN: It does.

DR. KATZ: It's not made to be inequitable but actually very fair across; otherwise, we might get people where we have opportunities also because it's also primary care but we may have opportunities to engage with cardiology and, you know, obviously neurology or other specialties and if we use the exact same visit criteria per that then, at some point, it's going to skew against, you know, unfavorably in an unfair way.

DR. PRIDGEN: Okay. And then another thing, you

know, I mentioned to you that, you know, it's -- it's hard -- we've very slow in the summertime, I mean extremely all across the board and sometimes I'll pick up a shift for Eddie in urgent care in Sumter and I may see like 30 in a day. I mean that's how slow it is. So I don't really have any control over how many appointments come my way. When I was in Sumter on Friday, my scheduler came to me just to visit and she said, you know, I'm getting a lot of calls about people on Forest Drive wanting to go to Rosewood. And I said, well, I mean I don't know what to tell you. She said, but just to let you know that there are patients that are wanting to leave Forest Drive to go to Rosewood. And I said, okay, well, I'll tell Dr. Katz that. So that's going to affect -- you know, we -- you know I mentioned last time that I thought it was unfair that Colonial brought on somebody when Morris and (indiscernible) were not full yet. And so it's going to be even much more difficult now with summer coming and two providers at Rosewood to even keep numbers up.

DR. KATZ: Yeah. Our Rosewood strategy is likely going to be focused on AWDs so --

DR. PRIDGEN: I don't think Chandler knows that, though.

DR. KATZ: Well, there's a lot going into it so I'll address that with Chandler when the time's right once --

DR. PRIDGEN: Okay.

DR. KATZ: -- we get that strategy taken care of. Right now Rosewood's not set to open right away, so that's not something we have to address until later.

DR. PRIDGEN: Okay.

DR. KATZ: So.

DR. PRIDGEN: All right. And then one last thing -- I mean I'm sorry do you have --

DR. KATZ: Yeah. No, you're fine.

DR. PRIDGEN: Do you happen to know where my furniture is from my office from the trailer?

DR. KATZ: I saw (indiscernible) at the Pain Center, moving everything to the upstairs at the Pain Center.

DR. PRIDGEN: Okay. So can I get a key so I can go and retrieve my stuff one weekend with my husband?

DR. KATZ: That was your own personal furniture? Was that --

DR. PRIDGEN: It was. It was computers, furniture, desks, patient tables. All that came from my old office.

DR. KATZ: Okay. Let me make some phone calls and see what I can do to help you out.

DR. PRIDGEN: Awesome. You're the best.

DR. KATZ: Oh, you're too kind. Thank you. Anything else I can help you with today?

DR. PRIDGEN: I don't think so. Thanks, Gary, you've been great.

DR. KATZ: Sure thing, Kaoru. Have a good day.

DR. PRIDGEN: You too. Bye.

DR. KATZ: Bye.

(The recording ended)

MS. DUNLAP: How much more is there?

MS. BRYANT: There's one more. My thing doesn't show me how long they are, so I don't know. I mean I can start it but --

THE WITNESS: I've got five minutes.

MS. DUNLAP: Why don't you go ahead and start it.

MS. BRYANT: Just so the record's clear, this is the last audio file on the disk. It is named Dr. Katz and Dr. Pridgen conversation recording February 28, 2017.

MS. POLVI: And before we start, to be clear, I mean

if, Dr. Katz, you're intending to literally walk out the door at 4:30, I mean there's no way we're going to get through that recording, so we may as well ascertain before we even start on it whether you're going to answer at least to the first two recordings whether that was your voice or not.

MS. DUNLAP: Let's take a break.

(Break from 4:11 p.m. until 4:13 p.m.)

MS. DUNLAP: Okay. You can ask him whether or not it was his voice on those -- the recordings that have been played.

BY MS. POLVI:

Q. Then, Dr. Katz, was that your voice on the two recordings that we've heard, one from March and one from May of 2017?

A. Both of those sound like my voice.

Q. And then the other recording that's on there, we wouldn't be able to go through the full length, but my understanding is you wouldn't need the full length to be able to determine your voice, you know, identifying whether that's on the recording. But that's up to you if we need to reconvene to do a full play of it or whether you want to have the time to kind of we have enough time to start the recording to determine that

it's your voice or not.

A. By the read of my watch it's 4:29 plus seconds, and I don't think I'll be able to hear enough. I'm happy, as my counsel had described to you, to consider this by some affidavit or some other legal opportunity to listen and affirm or object to that.

Q. I think we can resolve it that way then so that you can make your flight on time.

A. Thank you.

Q. So I will leave it as open for that rationale so we can conclude. And I do believe we can put it on the record even after you leave. It's just she had some things to put on the record for confidentiality document-wise. It doesn't have anything material to what you need to testify about one way or the other.

A. Okay.

MS. BRYANT: I don't have any questions.

MR. LEHRER: For the sake of time, I'm not going to ask any questions. But I reserve the right to seek any other testimony at a later date.

THE WITNESS: Okay.

MS. DUNLAP: Okay. And I'll just state on the record my objection to continuing the deposition given

that it's been known for several weeks now the time constraints placed on Dr. Katz. I know that that's probably, you know, Varsity's counsel has been at a disadvantage because of that and hopefully we can try to coordinate something via telephone or video to address any questions that he may have.

MS. BRYANT: And for the record, there have been several exhibits that were produced by my clients and marked confidential. Those exhibits are Exhibits 1, 2, 3, 5, 6, 14, and 16. There are also two exhibits that were not marked confidential but that my clients would believe should have been marked confidential and would designate them as such for this deposition, and those are Exhibits 13 and 15. Pursuant to the confidentiality order in this case, I am seeking to mark Dr. Katz's deposition as confidential with regard to the questions and answers regarding those exhibits. And I think that's it.

MR. LEHRER: And on behalf of Varsity, we consent to that designation.

MS. DUNLAP: On behalf of Dr. Katz, I'll consent to that designation as well.

(There being nothing further, the deposition adjourned at

4:32 p.m.)

(Plaintiff's Exhibit Number 17 was marked for identification purposes after the deposition adjourned.)

SIGNATURE

I have read the foregoing deposition, and confirm that it is a true and accurate transcript of my testimony. Any errors I may have noticed have been listed below and returned to the court reporter for checking against her recording.

_____
Gary R. Katz, M.D.

Date:_____

Page	Line	Correction	Reason for Change

RE: Pridgen v. Colonial et al. - 4/9/19

CERTIFICATE

Be it known that I, Andrea R. Taylor, do hereby certify that GARY R. KATZ, M.D., appeared before me and that I took the foregoing deposition at the time and place aforesaid by means of stenomask with backup; that I was then and there a notary public in and for the State of South Carolina and that by virtue thereof, I was duly authorized to administer an oath; and that the witness was by me first duly sworn to testify to the truth, the whole truth, and nothing but the truth.

I further certify that the foregoing transcript represents a true, accurate, and complete transcript of said deposition. This transcript may contain quoted material; said material is transcribed as read or quoted by the speaker.

I further certify that the witness was given an opportunity to read and correct said deposition and to subscribe the same. Should the signature of the witness not be affixed to the deposition, the witness shall not have availed himself of the opportunity to sign or the signature has been waived.

I further certify that I am neither employed by nor related to any of the parties in this matter nor their counsel; nor do I have any interest, financial or otherwise, in the outcome of this action.

Witness my hand and seal this 15th day of April, 2019.

Andrea R. Taylor

Andrea R. Taylor
Notary Public for South Carolina
My Commission Expires: 2/18/2024

STATE OF SOUTH CAROLINA	) IN THE COURT OF COMMON PLEAS
	)
COUNTY OF RICHLAND	) CASE NO.: 2018-CP-40-02545
	)
Dr. Kaoru Pridgen,	)
	)
Plaintiff,	)
	)
v.	)
	)
Colonial Family Practice, LLC; Varsity Family Care Partners, LLC; Family Care Partners d/b/a Family Care Partners Management, LLC; Dr. Clay Lowder; Thomas W. Watson; and Dr. Gary R. Katz,	)
	)
Defendants.	)
_____	)

DEPOSITION OF

CARLOS SOTO, M.D.

****

Thursday, October 10, 2019

2:02 p.m. - 5:33 p.m.

The deposition of CARLOS SOTO, M.D. was taken before Christine A. Cortright, a notary public in and for the State of South Carolina, commencing on Thursday, October 10, 2019, at Adams & Reese, 1501 Main Street, 5th Floor, Columbia, South Carolina, pursuant to Notice of Deposition.

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Dr. Kaoru Pridgen

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EXHIBITS

Plaintiff's Exhibit Number 1 87
(Plaintiff's Answers to Interrogatories Excerpt)
Plaintiff's Exhibit Number 2 87
(Amended Complaint)

REPORTER'S NOTE: The following statement was made at the conclusion of the deposition regarding confidentiality.

BY MS. BRYANT: I just want to put on the record there have been a number of questions that we are going to designate as confidential pursuant to the protective order. And I'll -- I guess I'll have to figure out the process for designating line and page numbers. But the testimony that we seek to designate as confidential deals with Dr. Soto's income and compensation, money that he received from the 2015 transaction, the amount of the Freeport loan, the financial information regarding Colonial

throughout its existence, as well as Dr. Soto's loan that dealt with his buy-in. And so I can -- I'll designate those however we need to pursuant to the protective order but I do -- I do want to designate that as confidential for Dr. Soto's protection.

STIPULATIONS

It is stipulated by and between counsel for the respective parties that all objections are reserved until the time of trial, except as to the form of the questions.

This deposition is being taken pursuant to the South Carolina Rules of Civil Procedure.

- - - -

The reading and signing of this deposition is waived by the deponent and counsel for the respective parties.

Whereupon,

CARLOS SOTO, M.D., being duly sworn and cautioned to speak the truth, the whole truth, and nothing but the truth, testified as follows:

EXAMINATION

BY MS. POLVI:

Q. Hi, my name is Shannon Polvi. We met a few moments ago but I want to reintroduce myself on the record. I'm an attorney at Cromer Babb Porter & Hicks and I represent Dr. Pridgen with regard to her lawsuit that I believe you -- I understand that you are a witness in.

A. Yes, ma'am.

Q. And so I'll be taking your deposition today with

regard to some information that you might know. First, there is multiple defendants in this case and three of which are like legal businesses of sorts. We may abbreviate those names. Let me go ahead and run through them. The entities are called Colonial Family Practice, LLC; Varsity Family Care Partners, LLC; Family Care Partners d/b/a Family Care Partners Management, LLC. We may abbreviate those to Colonial, Varsity or Family Care Partners or something similar. Would we have the mutual understanding that we're talking about the same businesses that are defendants in this case?

A. Yes, ma'am.

Q. Okay. Have you ever been deposed before?

A. No.

Q. Okay. So all the more reason for me to run through the procedural aspects so that we have the same understanding. That we have recording devices here that record everything that we say. Do you understand that?

A. Yes, ma'am.

Q. And that after we conclude our deposition, our court reporter will transcribe everything that's recorded into a written transcript. Do you

understand that?

A. Yes, ma'am.

Q. And that everything that you testify to today is under oath. Do you understand that?

A. Yes.

Q. And that it's the same as if you were in a courtroom in front of a judge and jury?

A. Yes.

Q. Okay. If at any point you don't understand a question that I've asked, please feel free to ask me to explain my question or to rephrase.

A. Okay.

Q. Sometimes you can give nonverbal answers like a nod of the head or something like that, but you want to make sure to give verbal answers. If one of us recognizes that you didn't give a verbal answer, it's not us being rude to remind you, we just want to make sure that the record's clear on what your answer is. If you need any clarifications, definitions or explanations of any words, questions or documents that I present to you during the deposition, please direct those to me and I will be happy to clarify. Are you taking --

MS. BRYANT: Practice your verbal --

A. Yes.
MS. BRYANT: -- response.
Q. Right.
A. Yes.
Q. And have you taken any medications, alcohol or substances that would interfere with your ability to testify today?
A. No.
Q. Are you aware of anything that would hinder your ability to give me full, complete and truthful answers?
A. No.
Q. And you have an opportunity to do what's called read and sign after we complete the deposition. Lyndey can tell you more about it, but ultimately you can review the transcript if you so desire. The best time to change an answer is while we're still here today, though. Because if you need to substantively change any type of answer, I can depose you again about that change if you decide to change something after the fact. So let's say I ask you a question, it's 2:05 now, let's say I ask you a question at 2:15 and you think of something that's responsive at 3:15, go ahead and tell me and we can just make sure that's on the

record while you think of it.

A. Yes, ma'am.

Q. Okay. And now that the deposition has started, you shouldn't talk about the substance of your deposition during a break. People can have normal chit-chat, you know, weather, things like that, but the substance of your deposition shouldn't be discussed on a break.

A. Okay.

Q. What is your current address?

A. 104 Old Camp Road, Elgin, South Carolina, 29045.

Q. How long have you resided there?

A. Since June, so three and a half months.

Q. How long have you resided in South Carolina?

A. About 20 years.

Q. How long have you been a physician?

A. I finished medical school in 1999, so 20 years I guess.

Q. Okay. What's your date of birth?

A. March 8, '75.

Q. Are you married?

A. Yes, ma'am.

Q. What's your spouse's name?

A. Jessica Soto.

Q. And what is her occupation?

A. She works in sales.
Q. And who is her employer?
A. Johnson & Johnson.
Q. And has she worked for any other employer in South Carolina in the last ten years?
A. Not that I know of.
Q. Do you have any family, other than with the last name Soto, that are over the age of 18 that reside in South Carolina?
A. My brother, Daniel.
Q. And what's his full name?
A. Daniel Soto.
Q. Okay. Is Daniel married?
A. No.
Q. Any other family over the age of 18 in South Carolina?
A. Not in South Carolina. I think my parents live over the limit in North Carolina, so no.
Q. Where did you attend medical school?
A. In Colombia, South America.
Q. When you moved to South Carolina, what did you have to do, if anything, to transition your medical license from Colombia to, the country, to this state?
A. Right. I had to take the US MLE or the medical

boards.

Q. What year did you complete those?

A. Between '99 and 2000.

Q. In terms of your licensure, what areas of medicine are you certified in?

A. I am board certified in family medicine and obesity medicine.

Q. Family medicine and what was the second?

A. Obesity management.

Q. Okay. Did you get certified in those two areas at the same time or at different times?

A. Different times.

Q. And what were the years for the two?

A. 2004 for the family medicine, and I want to say 2019 for the obesity medicine.

Q. Okay. And the next couple of questions are routine, they're not intended to embarrass you. Have you ever been arrested?

A. No.

Q. Have you ever been treated for alcohol or drug abuse?

A. No, ma'am.

Q. Have you ever been treated for mental illness?

A. No, ma'am.

Q. Have you ever filed for bankruptcy?

A. No, ma'am.
Q. Have you ever been sued personally?
A. No. Well, I mean I guess that lawsuit; does it count? Unless -- well, I had a malpractice lawsuit, so.
Q. When did that occur?
A. Between 2012 -- I want to say around 2012.
Q. Okay. How did that resolve?
A. It was settled.
MS. BRYANT: If -- yeah, and if I can just say something here. We are trying to figure out if the terms are confidential. Kirby has been in touch with the lawyer and so I don't want to tell him what to testify to, but. And if it's not -- if there's not a confidentiality provision, he can answer questions. I just don't want him to be in violation of his contract. And so Kirby's looking into that right now. I just don't -- I don't know how far you want to go down this, I just want to make sure he's not breaching any contractual obligations.
MS. POLVI: Okay.
BY MS. POLVI:
Q. Well, let me move from the resolution question to the substance of what the claim was about. What

was -- was the lawsuit filed in a court of law?
A. Sure, yes.
Q. And what were the allegations in that lawsuit?
A. Isn't that part of the possibly confidentiality situation?
Q. I think the -- the complaint filed would -- would have been -- remained public record --
A. Okay.
Q. -- under my understanding of pretty much any settlement agreement. The actual allegations don't get removed from public record.
A. Can you repeat the question for me?
Q. Sure. What was the -- what was the underlying allegations within the lawsuit, the one that you've testified occurred around 2012?
A. I guess that I committed negligence.
Q. And was that a patient of yours at the time?
A. Yes, ma'am.
Q. And did the lawsuit involve a death of a patient?
A. At the end, yes, ma'am.
Q. Was your understanding of who was filing the lawsuit a family member of the individual?
A. Yes, ma'am.
Q. Were you ever deposed in that case?
A. I don't believe so. I think that it was just,

you know, my attorney.

MS. POLVI: Quick thing off the record.

(Off the Record Discussion)

BY MS. POLVI:

Q. Back on the record. I'm going to do kind of a pause on my questions, this line of questioning, and come back to it maybe later in your deposition. Other than the 2012 malpractice lawsuit, have you ever been sued any other time?

A. No, ma'am.

Q. And have you ever sued anyone as a plaintiff?

A. No, ma'am.

Q. What is your current employment status?

A. I'm employed by Colonial Family Practice.

Q. How long have you worked there?

A. Since 2010.

Q. What is your position with Colonial Family Practice?

A. I'm a physician.

Q. And are you also a partner?

A. Yes, ma'am.

Q. When did you become a partner?

A. 2014.

Q. Do you recall when in 2014?

A. No.

Q. What are your primary duties as a physician at the practice?
A. Seeing patients.
Q. What are your primary duties as a partner at the practice?
A. I honestly don't have a lot of duties as a partner.
Q. In terms of being a physician at the practice since 2010, do you recall when you were hired?
A. I was hired in 2010.
Q. Do you recall within in that year when?
A. It was around April, but I couldn't tell you exactly.
Q. And describe for me what steps entailed you being hired as a physician in 2010.
A. I'm not sure what the -- what do you want me to say, but I was -- I was asked to join the practice by Dr. Lowder and so I accepted.
Q. How long before you started employment as a physician did Dr. Lowder ask you to join the practice?
A. It had to be more than 90 days because I had to have give 90 days in my old job, so.
Q. Where was your employment prior to Colonial Family Practice?

A. Lexington Medical Center. And I still work with them also.
Q. Presently?
A. Uh-huh.
Q. Sorry? For the record?
A. Yes, ma'am.
Q. Have you continuously worked for them from that prior employment until now?
A. Yes, ma'am.
Q. In what capacity do you work with Lexington Medical Center?
A. I work as an attending physician as a PRN basis or as an as-needed basis in the urgent cares.
Q. How frequently do you work on a PRN basis with Lexington Medical Center?
A. About eight to ten hours a week -- a month, I'm sorry.
Q. Prior to your time at Colonial Family Practice and your working at Lexington Medical Center, were you a full-time physician at Lexington Medical Center?
A. Yes, ma'am.
Q. How long were you full-time physician at Lexington Medical Center?
A. For about seven years, I believe.

Q. And was Lexington Medical Center your first --
A. Yes.
Q. -- physician employment here in South Carolina?
A. Yes, ma'am.
Q. How did you first hear about employment opportunities at Colonial Family Practice?
A. Through a friend of mine.
Q. Who was the friend?
A. Dr. Myers.
Q. And is that the Dr. Meyers who is a partner at the practice?
A. Yes, ma'am.
Q. When did Dr. Meyers first facilitate a potential for working at Colonial Family Practice?
A. Just a couple of -- a couple of weeks before I told you that I went to meet with Dr. Lowder.
Q. What did Dr. Meyers tell you about the opportunities that might be at Colonial Family Practice?
A. You know, at the moment they were -- they had an urgent care in Sumter and I was doing urgent care with Lexington and he told me that I could come and work with them. There was a possibility to open a family practice in Columbia and that interested me so that's what I did.

Q. When did you first get in contact with Dr. Lowder for negotiations?
A. Well, I just told you; about two weeks before, you know. I just can't remember. It was in 2010, at some point at the beginning of 2010.
Q. And did you call Dr. Lowder first or did he call you?
A. I believe they called me.
Q. During the negotiations time frame where you're contemplating working for Colonial Family Practice, with whom did you negotiate and speak about the terms?
A. Just with Clay Lowder.
Q. Was Lissa Lara the CEO at the time you were onboarding to the practice?
A. No, ma'am.
Q. Was there anyone in the CEO role when you were negotiating with the practice for onboarding?
A. No.
Q. Did you negotiate any terms with Dr. Lowder, meaning you propose anything different than what he offered to you for employment as a physician at Colonial Family Practice?
A. Gosh, it's been ten years. I can't remember.
Q. When you were leaving Lexington Medical Center,

did you bring any -- like a fully-functioning practice to Colonial Family Practice?

A. No, ma'am.

Q. Did you have any employees that came with you?

A. No, ma'am.

Q. Did you have any equipment that came with you?

A. No, ma'am.

Q. Did you have any patients that came with you?

A. No, ma'am.

Q. During the time frame when you're negotiating for employment with Colonial Family Practice, were you told anything about the potential of becoming a partner?

A. Yes.

Q. What were you told?

A. That I could become a partner after a few years of working with Colonial Family Practice according to certain terms that I honestly can't remember, based on my employ -- my contract of that -- of that moment.

Q. And did you have a written contract with Colonial Family Practice?

A. Yes, ma'am.

Q. And do you believe Colonial Family Practice has abided by that contract with you?

A. Well, they told me I could join at three years and it took them an extra year for me to be able to do it.
Q. When did you become a partner with the practice?
A. 2014.
Q. What was the process for you becoming a partner?
A. Can you be more specific? What do you mean, "process"? I worked for three years. I -- I did everything they wanted me to do to be able to become a partner. So then they allowed me to become a partner.
Q. During the time frame of 2010 when you started with the practice until you became a partner, what steps did you personally take in order to become a partner?
A. I fulfilled all my duties every day and tried to help the practice as much as I could to grow and perform.
Q. And when you became a partner, did you have to request to become a partner or did -- or did Dr. Lowder or someone else approach you about it?
A. No, I had to request.
Q. How did you go about making that request?
A. I guess I personally went and talked with him.
Q. The "him" being Dr. Lowder?

A. Yes, ma'am.
Q. What did you tell Dr. Lowder about wanting to become partner?
A. Well, my time has been completed and I thought that I was -- that I did everything I was supposed to do so if they would consider it then. And a few months later they allowed me to become a partner.
Q. Were you given any requirements for patient productivity?
A. Yes. I can't remember what it was, but yes.
Q. And do you have any documentation showing any -- any patient requirements --
A. It should be --
Q. -- for productivity?
A. -- in the contract. I honestly can't remember the details. You know, whatever I'm telling you is what I can remember.
MS. POLVI: I would say since he can't answer the questions about it, it should be supplemented.
MS. BRYANT: If it's responsive to your discovery requests, I'll provide it but I don't think you asked for it. So, you know, he only has to tell the truth today. I don't think he has to know an answer to every single one of your questions if

he doesn't remember.

MS. POLVI: I definitely think --

MS. BRYANT: If you --

MS. POLVI: -- it would be responsive to multiple of the requests.

MS. BRYANT: Let me know which one you think it's responsive to. I think we fully complied with our discovery obligations. Dr. Soto is not a party in the case and I don't think you've asked for his employment agreement.

MS. POLVI: I will be happy to provide which request I believe this falls under.

BY MS. POLVI:

Q. And just to follow back up, Dr. Soto, are you able to articulate what productivity requirements you might have had to become partner without reviewing your contract?

A. I mean it's been so long. Honestly, just -- I just can't remember. I mean what I'm telling you is what I think I remember, which is that there wasn't a stipulation about that.

Q. Okay. With whom did you communicate during the process of becoming a partner? Like which partners or individuals did you speak with?

A. Well, at the moment, Dr. Lowder, Dr. Grunsky and

Dr. Whaley were the majority owners of the practice, so I guess with the three of them.

Q. And did you have any meetings with them specifically about becoming partner prior to being a partner?

A. No more than what we discussed to begin with at the beginning of my employment time.

Q. And who made the decision to make you a partner?

A. I honestly don't know. I'm assuming it was all of them.

Q. When you became a partner, how many physicians that worked at Colonial Family Practice were partners?

A. I guess the three of them, then there was Dr. Leonard, Dr. Mahr, Dr. Stewart and Dr. Meyers, so seven of them.

Q. During the time frame that you were seeking partnership, did you ever get a sense from any of the partners that they opposed you becoming a partner?

A. No, ma'am.

Q. During the time frame that you became a partner with the practice, were all of the partners, the seven you just referenced, men?

A. Yes, ma'am.

Q. And to date, are the physicians who are partners at Colonial Family Practice all men?
A. Yes, ma'am.
Q. When Dr. Pridgen merged her practice with Colonial Family Practice, were you aware of her bringing equipment and furniture to Colonial Family Practice?
A. Honestly, I didn't have much to do with that. I knew that she was bringing patients. I didn't know she was bringing equipment and stuff.
Q. Did you know that Dr. Pridgen was bringing staff with her to Colonial Family Practice?
A. No. Like I said, I didn't know -- I mean she -- if she brought them after, I didn't know if it was hired by us or brought by them -- by her, at the moment.
Q. And, actually, let me backtrack a little bit. How long have you known Dr. Pridgen?
A. We've known each other for a long time. Since residency. 2002, maybe 2001, I can't remember.
Q. Okay. And what did your residency entail when you met Dr. Pridgen?
A. We were doing family medicine residency.
Q. And during the time frame prior to your, I think you said, obesity certification this year, did

you and Dr. Pridgen have the same family medicine credentials?

A. For how long? Well, since I finished in 2004, I think Kaoru finished in 2005, if I remember correctly, so since then.

Q. And so she was one year ahead of you but with the same credentials thereafter?

A. Yes, ma'am. I think the opposite, but yes.

Q. Oh, okay. So you were 2004, she was 2005?

A. Yes, ma'am.

Q. Okay. And I have a general familiarity with family medicine, but I don't have the same familiarity you would have. So just for the record, what does a certification in family medicine entail?

A. Well, it allows you to see patients that are from birth to death with any circumstances.

Q. Within Colonial Family Practice, who are the primary decision makers?

A. Dr. Lowder and then -- honestly, like the -- most of the decisions are made by Clay. We assist him if he needs any help but in most occasions it's Clay. Clay takes care of most of the stuff.

Q. Okay. And during the time where you've been at the practice, what position titles do you know

Dr. Lowder to have held?

A. Oh, gosh. I know he was president at some point and then -- I honestly can't tell you more than that because I'm not sure.

Q. Okay. Do you receive any type of performance evaluation from the practice as a physician?

A. Performance evaluation? No, I don't believe so.

Q. Have you ever been disciplined by the practice?

A. No.

Q. Have you ever received counseling or some kind of coaching of sorts from Dr. Lowder while you've worked at the practice?

A. Well, he certainly has been like a mentor to us, right, in terms of like the practice and the business of the practice. I had no idea when I joined, right. But other than that, not much.

Q. And prior to you becoming a partner at Colonial Family Practice, did you have any type of background with managing a practice or -- or leading it in some kind of business capacity?

A. No, ma'am.

Q. Have you ever been terminated from any job?

A. No, ma'am.

Q. When the malpractice suit that was in 2012 or around that time frame occurred, did you have any

type of rebuke from the practice?
A. No. I met with the attorney and whatever the insurance company provides help for us.
Q. And is it your mutual understanding with me that Dr. Pridgen is not currently a partner at Colonial Family Practice?
A. Yes, ma'am.
Q. And why is Dr. Pridgen not a partner?
A. I think that she declined one of the offers and -- that she was made. And I honestly don't have much to do with the decision making in the practice so I couldn't tell you the details of anything else.
Q. When do you believe she declined an offer?
A. Around the time Varsity owned us.
Q. And what has Dr. Pridgen told you about her concerns about partnership?
A. What do you mean, "concerns"?
Q. What has Dr. Pridgen told you about her seeking partnership?
A. I knew Kaoru when -- after Varsity bought us, she was to -- to be able to apply for partner -- for partnership or -- or become a partner at that moment. But she told me that she was asked to increase her volume to be able to become a

partner. She was talking with the people who make -- decision making at the practice at that moment, which was the Varsity people. And I understand that she told me that they were declining or not allowing her to be a partner at that moment. And then she told me that she was offered the same offer that Dr. Baker got, which was the $100,000. And then I know that she declined that. And then here we are.

Q. And what leads you to believe that Dr. Pridgen was offered what Dr. Baker was offered?

A. She told me. And also, I mean, I think that Varsity announced it in one meeting.

Q. And Dr. Baker became a partner in October 2016; is that accurate to your recollection?

A. I have no idea of the time.

Q. And it's your belief that Dr. Pridgen was offered the partnership that Dr. Baker was offered?

A. I understand that. I honestly couldn't tell you the details because I wasn't present for whenever she got the offer or any of it.

Q. Did you see any paperwork of anything purportedly offered to Dr. Pridgen for partnership?

A. I did not see anything.

Q. During the 2016 time frame, did you have any

conversations with the other partners of the practice about Dr. Pridgen becoming partner?

A. When Varsity bought us, we had no say or at least I felt like we had no say, so no.

Q. Have you personally ever sought to take action towards Dr. Pridgen becoming a partner?

A. It wasn't my place to do anything. I couldn't make decisions on anything. I don't think it mattered if I would have done anything.

Q. And if it's not your decision, who do you attribute that decision to be attributable to?

MR. LEHRER: Object to the form.

MS. DUNLAP: Same objection.

Q. This may have been the first time where there's been an objection. But unless you're instructed otherwise, after the objection is on the record, you still need to answer.

A. Can you repeat that question? I'm sorry.

Q. If you're not the decision maker, who do you attribute the decision maker to be with regard to Dr. Pridgen becoming partner?

MS. DUNLAP: Object --

MR. Lehrer: Object to the form.

MS. DUNLAP: Object to the form.

A. So even when they object, I mean am I obligated

to answer?

Q. Yes.

MS. BRYANT: You can answer the question if you know.

A. Okay. The decision makers, I guess at that moment, I can't remember if Tom Watson was still there, which was representing probably Varsity, right? And -- and the CEO for the Family Care Partners at that time, I would think that he would probably would be the one to make decisions. Honestly, I don't even know who would make decisions. Dave Alpern? I don't know if Dave Alpern had anything to do with it. Clay? I don't really honestly don't know. All I -- when we went to the -- to meetings with them, it was informative, it was never to ask me questions, what did I think or, you know, what to do.

Q. And describe for me the meetings that you're referring to in that last response.

A. The meetings were whatever they had a -- meetings for us to come and find out what was happening with the practice.

Q. Who is the "they" that you're referring to in your testimony?

A. I guess whoever was in charge of Family Care Partners at the moment.

Q. Who do you believe was in charge of Family Care Partners at the time of those meetings?
MR. LEHRER: Object to the form.
A. The Varsity people and Clay Lowder.
Q. How many meetings that you just referred to in your testimony occurred? Like how many in total?
A. I have no idea.
Q. Would there --
A. They had one every so often. I couldn't even tell you because they were not even scheduled. So I have no idea.
Q. Who were the attendees at the meetings you're describing?
A. I guess sometimes they had the CEO; the CFO; some of the partners for Varsity; the guys who, at that moment, used to be partners for Colonial; and whoever they invited, too, I guess, at the moment.
Q. During the meetings in which you were attending, was partnership of Dr. Pridgen ever discussed?
A. You know, not that I remember.
Q. Since Dr. Baker, has anyone else been made a partner at Colonial Family Practice?
A. I don't think so. Right after that we sold it to Varsity and I don't think it's been two years

since we took it back or a year.

Q. So just to clarify the time frame, I believe Dr. Baker became a partner after --

A. Right.

Q. -- Varsity.

A. Right.

Q. Is that --

A. Right.

Q. Okay.

A. Yes.

Q. That's accurate, to your recollection --

A. Yes, yes.

Q. -- as well?

A. Yes, ma'am.

Q. Okay.

A. Sorry. It's a blur. It's ten years of a lot of stuff.

Q. What is the current status of physicians at Colonial Family Practice becoming partners?

A. I don't think that we have discussed any of this, so that question would be probably more accurate for Dr. Lowder.

Q. And just to follow up on your answer, though, is it accurate to say that you have not been present at any meetings about any new physician partners?

A. Not that I know of.
Q. Dr. Pridgen's EEOC documents were filed some time ago. Were you privy to when she filed a charge of discrimination with the EEOC?
A. No, ma'am.
Q. And were you ever questioned by anyone about what Dr. Pridgen filed with the EEOC? And let me stipulate to that other than counsel for the practice.
A. No.
MS. BRYANT: I was just going to say to the extent you had conversations with any of the physicians of the practice in defending against the charge, we believe that to be work product and protected by Colonial. So I think he said the answer was no so it's moot, but I just want to say that for the record.
A. No, ma'am.
Q. Have you ever personally opposed Dr. Pridgen becoming a partner?
A. No. She's my -- she is or was my friend. I don't know. I mean I really -- I really like Kaoru and we've been friends for long periods -- for a long time and no. No, absolutely opposite.
Q. And do you know of anyone at the practice who is

a partner who has opposed Dr. Pridgen becoming a partner?

A. Not that I know of.

Q. Have you ever heard Dr. Lowder say anything in opposition to Dr. Pridgen becoming partner?

A. No, ma'am.

Q. And have you ever heard Tom Watson say anything that you considered to be opposition to Dr. Pridgen becoming partner?

A. No. I had very few conversations with Tom Watson that -- no.

Q. Have you ever heard Dr. Katz say anything that would oppose Dr. Pridgen becoming partner?

A. No. If anything, Dr. Katz was very fair.

Q. Have you ever heard any statements about Dr. Pridgen's gender as it relates to her becoming a partner?

A. No, ma'am.

Q. Have you ever heard any statements about Dr. Pridgen's gender as it relates to her pay?

A. Not at all.

Q. My understanding is that as a partner you are paid a salary as a physician and then you also receive income as a partner; is that accurate?

A. Yes, ma'am.

Q. And what is your salary as a physician, separate of partnership income?
A. Golly. Two-fifty.
Q. And do you receive bonuses?
A. Yes, ma'am. Depending --
Q. And what is your --
A. -- depending on productivity.
Q. And what is your bonus structure?
A. It is very complicated. I couldn't even tell you. I don't even understand it that well. It's in my contract.
Q. With regard to the income that you receive as a partner, what is the frequency in which you are paid?
A. So we get quarterly bonus based on productivity and then there is some distributions that occasionally get given, but all that is -- is dictated by the Freeport, which is the bank that now I believe owns a percentage of the practice and -- and management.
Q. As a partner, have you ever had to pay money from your own personal account to the practice?
A. No.
Q. Do you consider being a partner at the practice profitable?

A. So it was before we sold it to Varsity. During the Varsity time, it wasn't, it was not good. And then -- and now, we're just taking it back, so, you know, there are -- there are good months and there are bad months. But overall I could say yes.

Q. When the Varsity transaction occurred, you were a partner at the time?

A. Yes, ma'am.

Q. And what did you receive as part of that transaction?

A. I guess we received some money.

Q. And how much did you personally receive from that transaction?

A. I have no idea. A little over a million dollars.

Q. Was that at one time or over an installment period?

A. No, it was one time.

Q. When did you first find out that there was -- was talk or consideration of the Varsity transaction occurring?

A. A few months before it happened.

Q. Did you support the transaction at the time?

A. Yes. Didn't have much decision making, again.

Q. And in that situation, in terms of the Varsity

transaction, who did you see as being the decision maker or makers?

A. I would say Dr. Lowder.

Q. With the lump sum that you received, is it your understanding that you received the same as the other partners or was there a differential between --

A. There was -- it was based on our -- on our ownership.

Q. And run me through your time as partner, from 2014 to the present, about any changes in the percentage of the practice that you own.

A. When I bought, I bought five percent. And then I honestly, like right now, maybe a little more than that, maybe six percent. Couldn't tell you exactly the numbers. It's all written up. I couldn't tell you the -- the exact numbers but it's about six percent.

Q. During your time as a partner, 2014 to the present, have you been privy to any valuations of the practice?

A. Say that again.

Q. Valuations, meaning like an accountant or someone has done a valuation of the -- the --

A. The value?

Q. -- value of the practice?
A. I'm sure they did it for the Varsity deal and not that I know after that.
Q. When did your percentage of ownership change from you estimated about five percent to a little over six percent? When did that change occur?
A. It changed during the -- we negotiated some with them, with the three main partners, right before the sale to Varsity.
Q. And the "we" that you are referring to in the negotiations, who is the "we"?
A. All the guys who owned five percent, which is other than the three main guys that I mentioned to you earlier, the other guys.
Q. Well, just clarity of the record, go ahead and identify by name.
A. Dr. Leonard, Meyers, Stewart, Mahr, Lucas and myself.
Q. Outside of the ones that -- well, let me start over. So in terms of the partnership matriculation, who are the three most senior partners?
A. Dr. Lowder, Dr. Grunsky and Dr. Whaley.
Q. And they're kind of, in terms of ownership interest, in their own kind of separate category

from the other six that you just testified about, Dr. Leonard, Meyers, Stewart, Mau --

A. Mahr.

MS. BRYANT: Mahr.

Q. -- Mahr, Lucas, and you, Soto?

A. Uh-huh. Yeah, they have more ownership, yes.

Q. Okay. And then is your understanding of the other -- anyone else partnership-wise, they have a different interest than that of those two groups?

A. Not that I know of.

MS. POLVI: We haven't been going a full hour yet but let's just take a quick comfort break.

(Off the Record from 2:54 p.m. until 3:04 p.m.)

BY MS. POLVI:

Q. I want to pick up close to where we left off with regard to partner distributions. I think you testified that they occur periodically. Did the distributions from partnership occur at the same frequency as bonuses or some different frequency?

A. I think it depends if there is money or not now, right? Because -- but I want to say that it's a -- it's a -- it's a -- we get a monthly bonus for productivity and a quarterly bonus if there is any distributions, I believe.

Q. And what is the size of your kind of average distribution?
A. Honestly, I -- I mean I can't remember. Before taxes maybe it's -- maybe around $20,000, maybe. But, you know, it -- it depends probably. Let's say it varies from ten to twenty. What about that?
Q. Okay. And if you were to leave the practice knowing that you're a partner, what do you understand the steps would be in terms of being bought out?
A. I don't even know. It has to be so complicated because I still -- I owe the practice so much money.
Q. And how much money do you owe the practice?
A. I know it's over $900,000.
Q. And where does that amount source from?
A. From the -- from my buy-in when I became a partner.
Q. So explain to me your understanding of how that $900,000 amount that you're estimating is still owed?
A. The -- what do you mean? I owe the whole thing, 900-and-something-thousand. Maybe even more because there's a little bit of interest in that.

Q. And is that from a new contract or your originating partnership one from 2014?
A. The original one.
Q. And your understanding is that is still in force?
A. Yeah, I mean if you have a loan, you have a loan, right? And you still have to pay.
Q. And do you know if any of the other partners have a similar loan like yours?
A. Probably Dr. Lucas. The other guys I have no idea, but I'm sure they all have some type of loan with them. Meaning like the other six. Not Dr. Lowder, Grunsky or Whaley. I don't know about them.
Q. How often do the partner physicians meet with Colonial Family Practice as a group?
A. Well, I mean we try to meet once a month but it not always happens.
Q. And does someone draft up a itinerary of sorts for those meetings?
A. You know, ask Ashley Shirley if there is one. We just sit down and talk.
Q. Okay.
A. Dr. Lowder, I'm sure that he has an agenda.
Q. And is Ashley Shirley Dr. Lowder's assistant?
A. I believe so. I believe she is manager of the

practice.

Q. And other than the partners, does Ashley Shirley attend the partner meetings?

A. In occasions.

Q. Other than Ashley Shirley, does anyone else other than the partners attend the meetings?

A. Not usually.

Q. And of those partner meetings, has Dr. Pridgen's partnership been discussed in terms of her eligibility?

A. No, ma'am.

Q. Has Dr. Lowder ever asked your opinion about whether Dr. Pridgen should become a partner?

A. No, ma'am.

Q. Has Dr. Katz ever asked your opinion over whether Dr. Pridgen should become a partner?

A. No, ma'am. Nobody has asked me.

Q. So that probably answers my next question, but let me just ask that one as well. Is that has Dr. -- excuse me, Mr. Watson ever asked you about whether Dr. Pridgen should become partner?

A. No, ma'am.

Q. And in terms of the frequency in which you work with Dr. Pridgen, would it be accurate to say that you frequently work with one another at the

same office location?
A. Yes, ma'am.
Q. And describe for me what your normal schedule is in terms of where you work.
A. My normal schedule?
Q. Right.
A. I start at 8:00 in the morning usually every day. And I usually, Monday through Thursday, I work until about 5:00. Never 5:00. 6:30 usually. And then on Fridays I work until -- my last patient is scheduled at 12:00 so I probably leave there around 1:30 or 2:00.
Q. Okay. And do you frequently work in Columbia?
A. In Columbia, like?
Q. In Forest Drive?
A. Yeah, yeah.
Q. On Forest Drive?
A. That's the only location that I work at for Colonial Family Practice.
Q. And do you ever work out of the Sumter area?
A. Not anymore. I did at some point.
Q. Do you have a set schedule with which you work with Lexington Medical Center or is that --
A. It's an as-needed basis. I usually pick about two shifts a month, each are four hours. That's

why I say about eight -- four -- eight to ten hours.

Q. And are those in the weekday evenings or weekends?

A. Weekends, yes, ma'am.

Q. And probably the answer is obvious, but I still need to ask the question. I assume that the practice allows that in terms of you having a second work location as a partner?

A. Yes, ma'am.

Q. Okay.

A. That was from the very beginning I told them I wanted to do that.

Q. And you've maintained a positive work relationship with Lexington Medical Center?

A. As far as I know.

Q. Okay. Have you ever done any personal valuations of the benefits or risks of becoming a partner with the practice?

A. No. Like meaning hiring an attorney or an accountant to do it? No, ma'am.

Q. Right. Does anything come to your mind as being a barrier to Dr. Pridgen becoming a partner at the practice?

A. Now? Or in the past?

Q. At any time?
A. I don't see any barriers, no.
Q. And I didn't ask you at the beginning of the depo and I typically do. Is other than speaking with Ms. Bryant, did you do anything else to prepare for your deposition?
A. No, ma'am.
Q. And did Dr. Lowder provide any feedback to you about the --
A. I haven't talked to Clay.
Q. -- deposition?
A. No.
Q. When's the last time you had contact with anybody you understood to be affiliated with Varsity?
A. When did they -- when did they leave us? At the moment of the -- you know, a few months before they left or before the dissolution of the practice or whatever.
Q. And what is your understanding of that dissolution?
A. It was a disaster. I mean the practice was in really bad economic shape. So in efforts to try to save the practice, I know the bank, which is Freeport, tried to incur -- you know, tried to -- they -- they -- they took the legal ramifications

or whatever to try to get the practice back to us. So bottom line, we're now trying to save the practice and we took it back and we're working hard to try to make it happen.

Q. And what leads you to describe it as a bad economic shape?

A. I understood that there was a lot of money that was lost and a lot of money that was owed to different entities and it -- it brought the practice to a bankruptcy, right. So Family Care Partners was bankrupted.

Q. And during the years that Varsity was affiliated with Colonial Family Practice, are you aware of the practice still making multimillions of dollars in terms of what they brought in, in terms of income?

A. I honestly, during that time, had no access to anything. I was another employed physician, basically.

Q. And what is your understanding of who owns Colonial Family Practice now?

A. So there is -- there is us, which is the partners, right, and then there is Freeport, the bank.

Q. What communications have you had with Freeport

about the loan or ownership in terms of financial ownership with Colonial Family Practice?

A. Myself? Not much. Not many. Probably none, I will say.

Q. What is your understanding of what is still owed by the practice, if anything, to Freeport?

A. I believe it's over 20 million dollars. Probably like 25 or 26 million dollars.

Q. And is your understanding that Freeport bought Varsity's interest in Colonial Family Practice?

A. Yeah, I don't -- I don't know that you can -- bought? I really honestly don't know what the -- the right legal word would be. They own a portion of the practice.

Q. And how do you see that impacting the value of your portion of the ownership of the practice?

A. Well, I mean, it's definitely detrimental, right?

Q. Even since the Freeport transaction time frame, you as a partner had been receiving income from the practice?

A. Yes, ma'am.

Q. As a partner, and this question applies from 2014 to the present, do you receive monthly statements about the financial status of the practice?

A. No.

Q. Do you receive annual statements from the practice about your financial interest as partner?
A. No.
Q. And this might sound redundant but for clarity of the record I have to -- part of Dr. Pridgen's claims are gender based so I have to ask you your gender. What is your gender?
A. As far as I know, I'm a male.
Q. And do you understand Dr. Pridgen to be a female?
A. Yes, ma'am.
Q. In terms of the Colonial Family Practice currently, how many female physicians are there?
A. I know it's Dr. Stewart's wife; Kaoru. I don't think there any other female physicians, I can't remember any more.
Q. And Dr. Stewart's wife's name?
A. Carrie Judy.
Q. And she is not a partner, correct?
A. I don't believe so.
Q. And as far as you know, has she ever sought to be a partner?
A. I don't believe so.
Q. Other than -- is it Dr. Judy --
A. (Nods head).

Q. -- Judy -- Dr. Judy and Dr. Pridgen, are there any other female physicians that you're aware of that have worked at the practice since you've been there, 2010 to the present?

A. Yes, ma'am. I remember a few of the pediatricians were female docs.

Q. Of those, who do you recall name-wise?

A. Oh, my goodness. Elizabeth Kirby. I can't remember the name of the other two ladies, honestly.

Q. Were they pediatricians in Sumter?

A. Yes, ma'am.

Q. And are they no longer employed with Colonial Family Practice?

A. Yes, ma'am, they are not employed.

Q. Have you ever questioned Dr. Lowder with regard to Dr. Pridgen's partnership status, meaning you actually actively asked him questions about it?

A. No, ma'am.

Q. Having known Dr. Pridgen since residency, what did you tell her about the Colonial Family Practice when there was the discussion starting about her maybe coming to work there?

A. I remember telling her that I thought at that moment it was a great idea to come and join us

because there was a potential to make more money and a practice that probably had a good future.

Q. And did Dr. Pridgen tell you at the time that negotiations for being partner was the most important part for her in coming to the practice?

A. No, ma'am, what I recall.

Q. And do you recall Dr. Pridgen having her own solo practice prior to coming to Colonial Family Practice?

A. Yeah, I do remember that.

Q. And did you understand that to be a functioning practice that was bringing in a profit?

A. I don't know if it was bringing profit or not. Do you mind if I take a break to go to the bathroom?

Q. Sure.

(Off the Record from 3:23 p.m. until 3:25 p.m.)

BY MS. POLVI:

Q. During the time frame that Dr. Pridgen was negotiating with Colonial Family Practice, did you have any conversations with Dr. Lowder about what was being offered to Dr. Pridgen?

A. No, ma'am. I'm not -- I was never asked to give my opinion on any of it.

Q. Okay. And are you aware of an agreement for Dr.

Pridgen to obtain partnership existing between her and the practice?

A. No, I am not familiar with any of that stuff. If I can make your life easier; I come to work, I do my job, they pay me for my job, and that's basically what's happening. I'm basically -- you know, I don't have any managerial duties.

Q. In terms of the partners, other than the three most -- most senior that you've described, is it your observation that that is the same in terms of the responsibilities that they have from a managerial standpoint?

A. I could say Clay probably takes care of most of the management.

Q. And I think we've referenced to it but I just want to follow up on what type of agreement did you have in place with Colonial Family Practice when you came onboard in 2010?

A. An employment agreement? Is that what the question is?

Q. Right. Well, what kind of agreement did you have? Was it --

A. Yeah, an employment agreement, uh-huh.

Q. -- a written contractual agreement?

A. Yes, ma'am.

Q. And were you promised anything else outside of that written agreement that you believe constitutes a contract?
A. No.
MS. BRYANT: Object to the form.
Q. When you became a partner in 2014, were there different versions of what was offered to you?
A. Different versions? No.
Q. And you referenced having a, or in the neighborhood of, $900,000 debt to the practice. Did that come about at the time you became partner?
A. Yes, ma'am. Well, it was more than that, but yes.
Q. And how much was it at the time you became partner?
A. The exact amount it would be difficult for me to remember. It was above 1.1.
Q. 1.1 million?
A. Yes, ma'am.
Q. Okay. Did you negotiate the terms of that, essentially, buy-in?
A. Uh-huh.
Q. I'm sorry?
A. Yes, ma'am.

Q. And what did you negotiate?
A. We came to terms about the price and how was it going to be paid at the moment.
Q. And what terms changed or became updated, essentially, during that negotiation process?
A. There was a set price, take it or leave it type thing, you know, so.
Q. In terms of how that sum, the buy-in, would be paid, how was that negotiated?
A. It was -- it was the same way that it was offered to the other guys; meaning Clay, Dave and Mitch, they -- they lend us the money and we pay them.
Q. The sum that you remain as having owed --
A. Uh-huh.
Q. -- 900,000 or so, is that owed to individual physicians or to the practice itself?
A. I think it's to the -- it's to the -- to the individuals. But, honestly, I will have to look at the terms of the loan to be able to respond to that better.
Q. Other than your ownership interest and the debt, essentially, that came along with that, did any other terms of your employment with Colonial Family Practice change when you became a partner?
A. Repeat that question.

Q. Sure. Other than obtaining an ownership interest --

A. Uh-huh.

Q. -- and having a buy-in debt --

A. Uh-huh.

Q. -- were there any other changes to your employment with Colonial Family Practice?

A. No. I was -- I guess a new agreement was written at that moment, based on my productivity mostly.

Q. And did that correlate to an increase in salary and bonus?

A. Based on my productivity.

Q. So that would be a yes --

A. Yes.

Q. -- based on productivity?

A. Yes, ma'am.

Q. Okay.

A. I don't know that I had an increase in my salary, but I got -- because I became a partner at that moment, I had some distributions from whatever the practice produced. I could probably say my salary initially went down.

Q. And has it increased over time, your salary?

A. My salary has not.

Q. So the salary has not increased but the overall

take-home income you've had as a partner has increased?

A. Yes, ma'am.

Q. I think I asked you this earlier but just in case I didn't, during the time frame that you were seeking partnership at the practice, are you aware of any partners opposing you becoming a partner?

A. Not that I know of.

Q. When Dr. Baker started with Colonial Family Practice, are you aware of him not bringing a practice with him?

A. I don't think so. I think John finished school and came straight to work with us.

Q. And having come straight from school to work, he would not have had a home base of -- of a practice?

A. Yes, ma'am.

Q. So he would not have had patients, equipment or furniture or staff coming with him when he joined Colonial Family Practice?

A. Yeah, not that I know of. I don't know about equipment and stuff. I honestly had nothing to do with his hiring.

Q. And would you agree that Dr. Pridgen bringing a

practice to Colonial Family Practice was more the exception than the norm in terms of physicians who joined Colonial?

A. I honestly don't know what the other guys before me brought so I couldn't answer that question.

Q. Earlier in your testimony you talked about when you became partner you felt that you had fulfilled the requirements to become a partner. And I want to pare that down a little more in terms of what your understanding of what those requirements were.

A. I told you earlier I will have to sit down and look at my thing and read it to you because I don't remember. I do remember there was some stipulation about productivity.

Q. And to make sure that we're both on the same page of what productivity means, what do you mean by productivity?

A. Amount of patients or collections brought to the practice.

Q. Other than what you believe to be potentially in your contract, are you aware of any other documentation in existence that stipulates what requirements a physician has to have to become a partner at Colonial Family Practice?

A. None that I -- none that I know of.
Q. And did Dr. Lowder relay to you when, if at all, Dr. Pridgen was going to be offered employment with Colonial Family Practice, meaning during that early time frame?
A. No. If I remember correctly, I -- I introduced her to them and that was the end of my involvement of that.
Q. And since Dr. Pridgen has worked at Colonial Family Practice, would it be fair to say that you two have worked geographically close to one another throughout that time?
A. Yes, ma'am.
Q. Have you ever had any concerns about her performance as a physician with the practice?
A. Performance? No.
Q. Did you ever attend any of the meetings where Dr. Baker's partnership was being discussed?
A. I don't believe so.
Q. How did you find out that Dr. Baker was becoming a partner?
A. That was during the time of Varsity so I guess Varsity announced that they were going to allow him to become a partner, but that's probably all I can tell you.

Q. And how much do you believe that you have made as a result of being partner with Colonial?
A. I don't -- on a yearly basis?
Q. Right.
A. My salary has ranged from $300,000 to $500,000 a year, roughly.
Q. And has that -- is that reflected of the partnership disbursements as well?
A. With everything, yes, ma'am.
Q. And during your years as being partner, 2014 to the present, what's been the highest that you've made?
A. I can't recall.
Q. In terms of lawsuits against the practice, is this the only lawsuit that you're aware of currently pending?
A. No, I believe that there is something else.
Q. And what is the other lawsuit?
A. There is a lawsuit involving the DOJ with regards to -- I honestly -- you know, it's something with regards to the Medicare disbursements.
Q. And when --
A. The details of that, I would have to sit down with the papers and lawyers and stuff. I have no idea. I don't get much involved in that.

Q. And when do you believe it was filed in terms of when you became aware of it, this -- the DOJ one?
A. I want to say it was earlier this year or late last year.
Q. And are you concerned about the DOJ suit being -- having an impact upon your profitability as a partner?
A. Sure, yes, ma'am.
Q. Okay. And in that lawsuit, has there been any indication about the damages that are being sought against the practice?
A. No, I don't think so.
Q. Did the DOJ case come out of any type of whistle-blower type of complaint?
A. I believe so but I'm not sure.
Q. And as far as you know, has Dr. Pridgen been named in that suit in any kind of way?
A. I don't believe so.
Q. And who are the physicians being complained about in the DOJ lawsuit?
A. I think that it's a complaint against the practice.
Q. Are there any physicians that you believe to be the most attributable to the allegations?
A. I don't know.

MS. BRYANT: I'm going to object. I'm going to object to the form. And I'm also going to instruct you that if you've had discussions about that lawsuit with attorneys or other partners in the practice in terms of defending against the lawsuit, I would instruct you not to answer to the extent that they are both attorney-client privileged and work product.

THE WITNESS: Okay.

MS. BRYANT: If you haven't had any, you can answer that, but -- and if you've had communications outside of those people, you can testify to that. But if it's in terms of defending against that lawsuit, I would ask you not to answer.

THE WITNESS: Yeah, I have no idea. My -- my -- my knowledge of this thing is very minimal.

BY MS. POLVI:

Q. And I can give you a little background why I'm asking. Is that ultimately, you know, if there's any kind of defense as to any reasons why Dr. Pridgen hasn't become a physician and then there's any comparative concerns about other physicians, you know, in terms of -- you know, that's mainly my purpose for trying to ascertain. And then also just in terms of value is that this

case is pending if there's going to be damages' impacts on what the practice value is. Those are kind of the two main reasons why I want to know about that case. So physician-wise --

A. I have no idea.

Q. Okay. And then as to the value, at least at this point, you're not aware of what damages are being sought in that case?

A. No, ma'am.

Q. Okay. For your salary, do you receive your normal salary on a biweekly basis, twice a month?

A. Yes, ma'am.

Q. And, actually, before I move on, I'm not sure if I closed the loop on the last series of questions. We talked about any other lawsuits. You referenced the DOJ. Are there any others that you're aware of currently pending?

A. No, ma'am.

Q. Okay. When did you receive your last partnership disbursement?

A. Partnership disbursement?

Q. Separate of your salary. When you receive something that you -- would be attributable as partner income.

A. Maybe three months ago or roughly that.

Q. And how much was that disbursement then?
A. Like I said, between ten and fifteen maybe. I couldn't tell you exactly.
Q. And other than your salary and bonus, the partnership disbursement is like a third category of income that you receive, correct?
A. Yes, ma'am.
Q. So when you receive checks from the practice, do you receive them all separately or does it come in as one?
A. I believe they're separately.
Q. Have you ever been party to any type of vote on whether Dr. Pridgen should become partner?
A. No.
Q. And you referenced earlier that you became aware of the Varsity transaction a few months before it happened. What involvement did you have in the negotiations process prior to the transaction actually happening?
A. Not much.
Q. Well, what did you -- what involvement did you have?
A. I went to some of the meetings to be educated about what was about to happen.
Q. About how many meetings was that?

A. I don't know. I know that there was a -- there were a few companies that were interviewed and a final decision was made with Varsity, but I had no -- no say on that.

Q. Before, essentially, this transaction was opened up for bid, did you, as a partner, have part in any kind of vote to say, "Hey, we're going to open this up to have investors come in"?

A. Maybe. If I can remember correctly. But I just -- the terms of that is difficult to remember. Again, I don't have much say. So I would go to the meetings. It's basically more informative to me than anything else. Very rarely we vote on something, but I don't know if all that stuff.

Q. In terms of your personal profits with the practice, would it be accurate to say that the lump sum that you received from the Varsity transaction exceeds the sum that you owed in the buy-in?

A. Yes.

Q. What is your understanding of the -- the functioning of the these three entities that are named in this case that I've listed at the beginning, the Colonial Family Practice, Varsity Family Care Partners, and Family Care Partners

Management? What's your understanding of how they functioned as a -- as a unit while this time period before it dissolved and has a separate bank investor?

MS. BRYANT: Object to the form.

MR. LEHRER: Object to the form.

MS. BRYANT: You can answer.

A. What is my understanding with regards to these three entities?

Q. Right.

A. Well, Colonial Family Practice is the practice that I joined and is actually providing business. Varsity was the company who bought us and was in business with us through Family Care Partners as a -- you know, I guess it became Family Care Partners when they joined us and we provided care while we were with them, but that is a nonexistent entity anymore.

Q. So Family Care Partners Management, not in existence? And in terms of Varsity, not actively involved currently with Colonial?

A. Right.

Q. When did Varsity, essentially, pull out?

A. Was it a year ago roughly?

Q. Did the way the practice functioned in terms of

services to patients, that type of service, change in any kind of way during these transactions that have transpired from 2015 to the present?

A. No.

Q. Did Dr. Pridgen tell you about conversations she had with any of the three individually named individuals in this lawsuit; Dr. Lowder, Mr. Watson, and Dr. Katz?

A. I remember that she mentioned something about Dr. Katz and her talking about the productivity and in terms of that but that's all I recall.

Q. Do you recall Dr. Pridgen voicing her concerns on the -- the delay in becoming partner?

A. Yeah, I do, uh-huh.

Q. During your time as a partner at the practice, 2014 to the present, when, if ever, has the practice not offered partnerships?

A. During the time that we had the practice, I know that there were -- the partnerships were offered and respected. During the -- then -- then it was a different entity, Varsity bought it and it was a complete different entity and it was up to them if they wanted to do it or not. I don't have any say or I don't know if they did or not accept the

partnerships at that time. Obviously, they offered Dr. Baker one, so. And I think that they offered her one, so. They probably offered some. And right now it's too early to tell because we don't have anybody seeking partnership.

Q. And to harken back to the testimony you just gave about Dr. Pridgen allegedly being offered a partnership, I think you confirmed earlier you haven't seen any paperwork to that effect, correct?

A. Yes, ma'am, I haven't seen.

Q. Okay. Have there been any meetings that you've been present at that any new partners have been discussed since Dr. Baker becoming partner?

A. No, ma'am.

Q. So let's harken back to that 2012 lawsuit that we talked about in the beginning. We had talked about it a little bit. Your counsel and I had talked about it during a break, so I can follow up and ask you some about it. What were the allegations in terms of the alleged negligence?

A. The patient ended up in the ICU because there was an issue with an elevated blood sugar that was not checked.

Q. Was the patient a diabetic?

A. Not at the time.
Q. And who was the lawsuit filed against? Was it solely you or the practice as well?
A. I guess both of us.
Q. And how much was the settlement with the decedent's family?
A. God, it's been a few years, 1.7, something in there.
Q. 1.7 million?
A. Uh-huh.
Q. Sorry?
A. Yes, ma'am.
Q. And when did the settlement occur?
A. In 2014.
Q. Did the -- the lawsuit having been filed in 2012, that would have been before you became a partner, correct?
A. Yes, ma'am.
Q. And then the -- you became a partner in 2014 and this settlement was in 2014. Which came first of those two events?
A. I believe I was already a partner before the settlement.
Q. And who was the insurance company defending you in that lawsuit?

A. MagMutual.
Q. Sorry, say that again.
A. MagMutual.
Q. Was that the -- and that -- was that the attorney or the actual insurance company?
A. The actual insurance company.
Q. Okay. And who was the attorney representing you?
A. Bill Martel.
Q. Have you had any complaints with the medical board filed against you?
A. One.
Q. Did it source from that case?
A. No, ma'am.
Q. When did the other one come about in terms of the medical complaint?
A. A couple years ago.
Q. Was it before or after you became partner?
A. After.
Q. Did the medical board investigate that complaint, as far as you know?
A. Sure. They investigate all the complaints.
Q. What was the resolution of the complaint to the medical board?
A. I had a -- like a -- like a -- like a private reprimand.

Q. What was the underlying allegation or allegations in the medical board complaint?
A. It was a boundary violation.
Q. I'm sorry?
A. Boundary violation.
Q. Boundary. Was that something in terms of like a physical distance or some other form of boundary?
A. It was just a conversation, uh-huh.
Q. Was that with a female patient?
A. Yes, ma'am.
Q. With the private reprimand that transpired, was there any type of other action you had to do?
A. That's it.
Q. Okay. And did the practice have any kind of follow-up with you about that matter?
A. No, ma'am.
Q. Okay. And to the best of your understanding, how does the practice get notified if any of the physicians have medical board complaints?
A. I mean, it's in our contract that if anything happens you are supposed to tell them, so you, you know, we have to tell them.
Q. Are you aware of any physicians at the practice during your time there being reprimanded for any matter that you're aware of?

A. Not that I know of.
Q. Other than Dr. Pridgen's charge of discrimination with the EEOC, are you aware of anyone else, either a current or former employee of the practice, filing any charges of discrimination against the practice?
A. I guess a few years ago they had a -- yeah, they had one case in the past, I believe so.
Q. And what were the circumstances of the one that you recall?
A. It was about discrimination by one of our employees.
Q. Who was the employee?
A. Jeremy Williams.
Q. And what is your understanding of what Mr. Williams was alleging?
A. That it was discriminated against him because he was homosexual.
Q. Were you aware of his allegation sourcing from claims against Dr. Lowder?
A. I believe so.
Q. How was the matter with Mr. Williams resolved, to the extent of your personal knowledge?
A. I know there was some money given as a settlement, I think, with him. But that's --

this is just me recalling. I'm really -- I'm not sure.

Q. And when did the settlement occur, to the best of your recollection?

A. I have no idea. A few years ago.

Q. Did you ever hear Dr. Lowder make the statements or take the actions that Mr. Williams was accusing him of?

MS. BRYANT: Again, I just -- as a partner in the practice --

THE WITNESS: Uh-huh.

MS. BRYANT: -- to the extent you had conversations with other partners in the practice in defending against a lawsuit --

THE WITNESS: Right.

MS. BRYANT: -- or with any attorneys about the allegations in the lawsuit, those may be or are, with a lawyer, attorney-client privileged and potentially work product to the extent you're discussing the allegations.

THE WITNESS: Okay. I have no idea.

BY MS. POLVI:

Q. Okay. How do you go about requesting time off with the practice?

A. Every November I try to request six months in

advance of what I want. And I will do it the same around May or June, I'll look to the next six months. So that's what I usually do.

Q. And does that request require approval from Dr. Lowder?

A. Since I give him so much time, it has never been controversial. Or I try to give him as much time as possible.

Q. Okay. So based on that testimony --

A. Uh-huh.

Q. -- would it be fair to say that Dr. Lowder hasn't questioned your leave time?

A. Yes, ma'am.

Q. Okay. And I think your probably earlier testimony is clear but just want to ask have you ever been written up in terms of a written reprimand by Dr. Lowder?

A. No, ma'am.

Q. Other than the medical board complaint that you've testified about, has anyone else ever accused you of making inappropriate comments to a female?

A. No, ma'am.

Q. Are you aware of anyone else, in terms of male physicians at the practice, being accused of

something gender based?

A. Not that I know of.

Q. How does the practice address patient satisfaction feedback?

A. I mean I know that there is some surveys that are sent to the patients.

Q. Would it be accurate to say that all physicians at the practice have had both positive and negative feedback from patients?

A. Sure. Yes, ma'am.

Q. In terms of the patient satisfaction surveys for Dr. Pridgen, have you ever seen any that concern you to the point that you felt you needed to follow up with her?

A. No, it's none of my business. I usually don't have anything to do with it.

Q. And during your time with the practice, you've -- you have received, at different times, patient feedback that would be considered negative; would that be accurate?

A. Sure. I think we all have. Sure.

Q. And has Dr. Lowder had any sit-down meetings with you about that?

A. I think that he probably have talked to me over the phone about a particular situation or two but

I honestly, if anybody has something bad to say, I try to reach out and try to do -- try to mitigate the situation.

Q. And would you say that would be a best practice; that typically the providing physician be the person giving feedback about a bad patient survey?

A. Well, I mean our management sometimes has been minimal so sometimes we have to do it.

Q. Okay. Is there any type of quota for patients that the physicians at the practice need to see?

A. No, there is no quota.

Q. This may have already been covered but I don't think I asked it in this way. When Dr. Baker became a partner, did you have to actively vote on his partnership in any way?

A. No, I don't believe so.

Q. Okay. Are you aware of any partners who actively sought to make Dr. Pridgen a partner?

A. By the time it came to -- to -- to that point, we were not owners.

Q. Well, on that last answer, are you aware of any doctors who did push for Dr. Pridgen to become partner?

A. It was not our place. We couldn't give our

opinion. It was never asked. And we didn't own the practice at that moment.

Q. And do you have any observations of what opinions were in place in terms of about whether Dr. Pridgen should become a partner?

A. It was the decision of the CEO of that moment and the management group.

Q. I know we talked about you -- you were averaging an income of about $300,000 to $500,000. What is your current salary, separate of the disbursements?

A. My -- my regular salary is based on 250.

Q. When you came from Lexington Medical Center as a full-time physician, not -- I'm not talking on the PRN status but as a full-time physician to Colonial Family Practice, did your base salary increase from one location to the other?

A. I didn't have a base salary at Lexington.

Q. What was your salary structure there?

A. All based on productivity.

Q. Having come to Lexington -- from Lexington Medical Center to Colonial Family Practice, did you get -- receive an income increase, kind of your -- your base annual to annual comparison?

A. You're asking me when I switched immediately? I

was actually making way less.

Q. Okay. What was your motivation to come to Colonial knowing that you're making way less?

A. Well, I mean there was a potential to make more money in the future. I could become a partner, I could, you know, if there was more patients seen, I will have probably more fair distributions of the money and I wanted to be a family doctor, I didn't want to be an urgent care doctor all the time.

Q. What type of agreement do you have in place in terms of how much or how frequent you have to pay back, if ever, the remaining 900-and-some-thousand?

A. Uh-huh. So that is frozen for right now.

Q. When did it freeze?

A. At the moment that Varsity bought us.

Q. So the last time you've paid towards that buy-in debt as a partner was in the end of 2015?

A. Whatever date it was, yeah, that was the last time I did that. It has an interest but it's -- it's frozen. We don't have to pay it unless, you know, there is another -- unless we sell the practice again. But right now, I mean we're stuck with being here trying to work for the

bank.

Q. When you became a partner, do you know of who had the voting decision making?

A. The three -- the three big guys; Clay, Mitch and Dave.

Q. Is it your understanding that the practice currently, it would be the same, that they would be the primary decision makers for partnership?

A. Now?

Q. Yes.

A. I'm not sure. I mean probably -- would probably -- I think that now that we have been in the practice for so long, I think that they would probably take our advice into consideration.

Q. And when you say "our," would that be all the partners currently?

A. All of the partners, yes, ma'am.

Q. What practice decisions are you allowed to make as a partner, currently?

A. Practice decisions? No, I'm not making any practice decisions. Clay does all the practice decisions.

Q. Have you ever considered leaving Colonial as a physician?

A. No, ma'am.

Q. And why do you think it is worthwhile to remain working with the practice?
A. I love my patients. I really have enjoyed working there. There's been ups and downs but at the end of the day, it has been -- I enjoy being a family doctor, honestly.
Q. And have you ever heard anyone speak badly about Dr. Pridgen, from a management perspective, with the practice?
A. No.
MS. POLVI: Okay. Let's take a quick comfort break.
(Off the Record from 4:10 p.m. until 4:37 p.m.)
Q. Okay. Back on from break. Do you see productivity numbers for your monthly statistics?
A. Yes.
Q. When do you receive them?
A. Every so often. I couldn't tell you that it's weekly or monthly or yearly. I mean every so often we get them.
Q. And do you see the other physician providers' productivity numbers on a regular basis?
A. I -- I get shared with me mostly just what the partners and the guys who are in the partnership do. Occasionally I get to see what everybody else does, yes.

Q. After Dr. Pridgen's lawsuit was filed, did you see a difference in how the productivity statistics were shared with physicians in the practice?

A. So the lawsuit was filed when Varsity owned us, right? So it probably is different just because we -- the way we do it is different. But everything with -- the way we do everything is different than the way they were doing it.

Q. Do you attribute productivity as the reason why Dr. Pridgen is not a partner?

MS. BRYANT: Object to the form.

A. I don't think so but I'm not sure.

Q. All right. And I wanted to ask you about Dr. Judy, Dr. Stewart's wife. Accurate to say that she is a part-time physician with the practice?

A. Yes. I'm not sure how many hours she's working, but yes.

Q. And she typically works some mornings in the Sumter office?

A. Sure. I'm not sure. I don't know how much Judy's working.

Q. And to the extent of your knowledge, is that because Dr. Stewart and Dr. Judy have a child and she's the primary caretaker?

A. That's a possibility.
Q. You work with Dr. Pridgen the most of any of the partner physicians in terms of on a regular basis?
A. We work in the same office, yes, ma'am.
Q. And Dr. Lowder does not work with you or Dr. Pridgen frequently in terms of personally in the same geographic location?
A. Yes, ma'am.
Q. Describe for me the importance of scribes.
A. I mean it helps us go through the process of documenting your charts a little easier. It also, on occasions, increases your productivity.
Q. And do all of the full-time physicians with the practice use scribes as a regular part of their practice?
A. As far as I know. I know that there are some people who don't have scribes, but I don't know if they are full-time or not.
Q. And has Dr. Lowder ever followed up with you about your charting or deadlines to get your charting done?
A. My charts get done every day. Before the day ends, I have all my charts done.
Q. And have you ever altered any charts after you've

signed off on them?

A. I check -- I check my charts every night. So I mean I guess I check -- I check my charts every night so if I change -- maybe she wrote that the patient had an ankle fracture and the patient had a tibial fracture, yes, I will change that. But just to make it more accurate.

Q. And run me through kind of the normal and kind of a best practice scenario of the schedule of where a physician would complete a service and what service a scribe would do after that and then what check happens after that.

MS. BRYANT: Object to the form.

Q. Kind of confusing. I can make it a little more streamlined. Describe the steps of charting between what you and a scribe would do.

A. The scribe -- the way the scribe works for me, they go into the room with me and then they transcribe everything that they believe is happening, right. And I usually don't check anything until at the end of the day when I have time and I will go and make sure that everything is correct.

Q. Okay. And if a scribe is not available, what do you do to find one?

A. Well, I have, right now, my -- if my scribe is not available, I have had two other ladies that have helped me through the same process at this moment.

Q. And if you have staffing deficiencies, have you felt like the Sumter office has assisted in getting you backfilled alternatives?

A. The Sumter office also has a lot of deficits on the staff right now, so they help as much as they can I guess.

Q. Have you seen a difference in how you being short staffed is backfilled versus how Dr. Pridgen being short staffed is backfilled?

A. I honestly have no say about that.

Q. And for example --

A. You know, I'm not checking to see if she's missing something or if I'm missing something. If I'm missing something, I'm trying to solve the issue somehow, right, is what I'm trying to say.

Q. And would some occurrences, like, for example, if you had a medical assistant who wasn't available, you source from where someone else might have an availability?

A. Yes, ma'am.

Q. Have you seen whether Dr. --

A. But it -- go ahead.
Q. -- have you seen whether Dr. Pridgen has been able to do that?
A. Again, I don't know because I don't -- I'm not paying attention to what Kaoru is doing. I have enough problems on my -- on my life to just try to take care of other people's problems too.
Q. And my understanding is that Dr. Lowder is hiring another male physician to work at the Columbia office. Are you aware of that?
A. I was told that this is happening, yes, ma'am.
Q. And do you support the hiring of another physician for the Columbia office?
A. Do I agree? Do I support? Do I support? It is the practice and I think that they're doing it with the best intentions of growth so I guess I'll have to support it. Do I agree with the timing? Probably not.
Q. Okay. And is the practice doing so well to merit the hiring of another physician?
A. The practice is doing decently and they are trying to hire somebody else, I guess, to increase our availability to the patients.
Q. And is it --
A. These questions probably need to be asked to Dr.

Lowder, honestly. I've been told this is happening, just like probably she's being told, you know.

Q. Well, and from that testimony, probably my answer is clear but -- or your answer to my next question is clear. Is that the physician being hired is outside of your control?

A. Completely.

Q. And your understanding is that the physician who's being hired is male?

A. Yes, ma'am.

Q. And that about three months ago, a female nurse practitioner by the name of Jill, I don't remember a last name, was hired at Colonial's Columbia office?

A. Yeah, Jill Lewis, yes, ma'am.

Q. Lewis.

A. Uh-huh.

Q. And so is it your observation that Ms. Lewis does not yet have a full schedule of patients that she's treating on a daily basis?

A. Yes.

Q. And that she's averaging about four to five patients per day working a full-time schedule?

A. I haven't --

MS. BRYANT: Object to the form.
A. -- I haven't been following -- I haven't been following how much has she been seeing so maybe.
Q. But you would agree she is not working a full schedule yet?
A. Yeah. She only works part-time, too.
Q. Has Ms. Lewis made it known to you that she would be willing to work more, as in see more patients, than what she is currently seeing?
A. We haven't talked about it.
Q. Have you heard whether or not it's Dr. Lowder's intent to backfill Dr. Pridgen's position while she's still in it?
MS. BRYANT: Object to the form.
A. No, ma'am, I have no idea.
Q. And during the hiring of this new male physician has there been any talk, that you're aware of, as it relates to Dr. Pridgen?
A. Not at all. They informed me he was coming.
Q. When were you informed that he's been hired?
A. Probably about the same time that she knew. A couple weeks ago.
Q. Do you know the male physician's name?
A. Jill told me yesterday. Dr. Eaton.
Q. And did you have any participation in the

interviewing or hiring of Dr. Eaton?
A. No, ma'am.
Q. Do you know if a contract has been executed with Dr. Eaton?
A. I have no idea.
Q. Do you know whether Dr. Eaton has been offered any promises of partnership with Colonial Family Practice?
MS. BRYANT: Object to the form.
A. Question for Dr. Lowder.
Q. So I assume but I don't want to --
A. I have no idea.
Q. Okay. Is that you don't know whether he's been offered --
A. Yes.
Q. -- partnership? Have you ever heard Dr. Lowder instruct anyone to not share equipment or supplies with Dr. Pridgen?
A. Not at all.
Q. Have you ever heard Dr. Lowder instruct any staff not to cooperate with Dr. Pridgen?
A. No, ma'am.
Q. And would you agree that, based on what you've observed in the workplace, Dr. Pridgen has tried to not let this lawsuit impact how the practice

functions in terms of patients and staff?
A. I honestly haven't -- we haven't had any contact, so I couldn't tell you one way or another.
Q. Okay. Okay. So let's do an exhibit.
(Plaintiff's Exhibit Number 1 was marked for identification purposes).
Q. So this may look like an incomplete document but it's just the portion of our interrogatory answers that I'm going to ask you about. And it starts at the bottom of this page, it's interrogatory number three. We were asked to -- it states, "Describe in detail all communications with Dr. Soto regarding plaintiff's alleged partnership as referred to in allegations in paragraph 58 of the amended complaint." Which, actually, let's go ahead and do the amended complaint as an exhibit so we know.
COURT REPORTER: That's Number 2.
(Plaintiff's Exhibit Number 2 was marked for identification purposes).
Q. Okay. So if you'll, in Exhibit 2, you'll turn to paragraph --
A. Is this 1 or which is 1, which is 2?
Q. Two is the complaint. That one.
A. Got you.

Q. Yeah. If you'll turn to paragraph 58, please.
A. (Witness does as instructed).
Q. This paragraph states, "On June 5, 2017, Dr. Soto informed Dr. Pridgen that even if she was offered the opportunity to become a partner, she would not be given the same opportunities as her male equivalents within Colonial Family Practice." Do you recall that conversation on June 5, 2017?
A. No, ma'am. How do I know? I don't get to make decisions.
Q. And I think Dr. Pridgen was asked about this during her deposition and, of course, I'm paraphrasing what that was about, but I think Dr. Pridgen said that her recollection of this conversation was that it's -- this was relaying an impression you had that Dr. Lowder and other leaders would not be giving Dr. Pridgen the same opportunities?
MS. BRYANT: Object to the form.
Q. And to finish, the question would be is that do you recall something like that being the context of your conversation?
A. No, ma'am.
Q. Do you recall having any type of conversation like what we see in paragraph 58, even if you

don't recall it being on that date, on some other date?

A. No, not at all. I mean I don't remember mentioning male and female in that moment. I don't really see her as any difference as I see any of my partners.

Q. And, again, harkening back to at least how Dr. Pridgen recalls this conversation is that it wasn't necessarily you relaying how you felt but your impression of how other leaders --

A. Other people were --

Q. -- were treating Dr. Pridgen. Do you --

MS. BRYANT: Object --

Q. -- do you recall anything like that?

A. Let me go back --

MS. BRYANT: Object to the form.

A. Let me go back to where you were asking me earlier where you were asking me if -- if I was ever part of any decision making or anything. I cannot tell you because I wasn't ever part of any of it. So I can't tell you one way or another because I was not present for any of it. All I knew was what Kaoru was telling me and what I was hearing from -- from Varsity, which was very minimal, almost nothing.

Q. Uh-huh.
A. I never heard anything about partnership with Kaoru or not. All I heard was from her what Katz was telling her, what they were negotiating, and that was it, honestly.
Q. Did you hear about different terms being offered to Pridgen versus -- Dr. Pridgen versus other physicians?
A. You know, I was told that she was being offered the same thing that was offered to Dr. Baker.
Q. And if Dr. Pridgen was not offered partnership at the same time as Dr. Baker, would that surprise you?
A. Would that surprise me? You know, honestly, I had no -- no part on this so I couldn't tell you what was the timing, who was first, who was second. I cannot even remember when John was hired to even tell you who got to it first -- to three years first.
Q. But if Dr. Pridgen wasn't offered partnership like Dr. Baker, would that surprise you?
A. Yeah, that would surprise me a lot because I mean we were like -- honestly, if it would have been us in Colonial Family Practice, the way we have always done things, it really doesn't matter. I

mean we -- we want our -- our doctors to work hard and to get them to work hard, you have to reward them.

Q. And is part of that reward, in terms of working hard and putting time into the practice and effort, a goal of partnership?

A. Yeah, a goal of partnership would be if you work hard, then, you know, of course, like in any probably place where you go to work and try to get partnership, right, you've got to show that you care.

Q. Okay. So going back to Exhibit 1. Looking at the first bullet, I think instead of me having to read all these into the record, we can just go one by one. Just read it silently to yourself and then tell me when you're ready. The same question is going to apply to each of these; do you agree or dispute with or have any other opinion about each of these bullets? And we'll just go one by one.

A. I don't remember being part of a meeting where she was being discussed as a partner or not. This was a decision of Varsity, not a decision for us to have. We were just being informed or people being maybe -- they might have told us

that they were going to offer it, but, honestly, I cannot even remember this. This is like years ago.

Q. Uh-huh. Well, let's then parse this down in terms of this first bullet. It says, "In early 2017, Dr. Soto relayed to Dr. Pridgen that at the most recent partnership meeting, he told two of the Varsity representatives, Ed Motherway and Paul Miller --

A. I told them?

Q. -- that Dr. Pridgen was entitled to partnership and that she should be made partner at that time." Do you dispute that?

A. I can't -- I couldn't -- I don't remember having that conversation with them, to be honest with you.

Q. Did you -- the next sentence says that you told Dr. Pridgen that both individuals responded in a -- in an affirmation format, like they nodded their heads. Do you recall Ed Motherway or Paul Miller ever nodding their heads about Dr. Pridgen getting partnership?

A. I don't. I don't recall that conversation, to be honest with you. If --

Q. Looking --

A. -- if it was -- I mean Ed Motherway and I never probably talked, honestly.
Q. The second bullet here says there was a conversation between you and Dr. Pridgen on June 5, 2017, at 10:00 a.m. in Dr. Pridgen's office and then it's described here. I'll give you an opportunity to read it and then let's talk about it.
A. I don't even know who Mr. Cromer is, to be honest with you.
Q. Were you aware of a letter coming in from counsel from Dr. Pridgen?
A. No, ma'am. I remember Kaoru telling me one day, we were talking, and she telling me that she was thinking suing and I remember telling her like if you think it's what you need to do, then you do it. At that time, Varsity owned the -- the practice and I had no decision making whatsoever.
Q. Do you dispute the rest of this June 5, 2017, bullet we see here on page, what says 10 at the bottom?
A. Well, I mean the lawsuit -- the lawsuits specifically don't come out of our pockets because there is insurances, but at the same time I guess they hurt us. So it could, you know, at

the end of the day, it decreases the productivity of the practice. I was not making any bonuses at that time, that's for sure. My -- my salary was not very good. I was working a lot and making very little compared with what it was before. And so, yes, I -- I said "I don't blame you" probably. That probably was my -- my -- my attitude at that time.

Q. Okay. Do you recall anything else from that June 5, 2017, meeting?

A. No, ma'am.

Q. Okay. Next go ahead and read through the next bullet for June 27, 2017.

A. (Witness reviews document). This is -- well, you know, I don't recall the conversations. I mean they came, this is like years ago. "Have you heard anything about with your situation?" That just shows you that I had no idea what was happening, etcetera, with Varsity doing this to Dr. Pridgen. You know, I had no idea if Varsity was going to do it or not do it, so I couldn't have a disappointing or not disappointing at that time. "Then he asked, 'Are you going to sue them because it will come out of my pocket?'" Again, I couldn't -- you know, the -- the money -- the

income out of my pocket, it came out of like the insurance company's and stuff, but I guess it affected us on the productivity at the end of the day or -- or in -- in our bottom line. I definitely was working really hard and not getting paid. Dr. Wilhoit was a doctor out of Charleston that was trying to teach us about different codings and things through Medicare. So he did tell -- he did tell us that he was seeing 20 patients in Charleston, but I mean he was -- he's out of practice. He doesn't practice anymore. That -- that the collection of $145,000, if I -- if I shared that with Kaoru, it was because I care about her and I wanted to let her know what was happening, how was her collections. And then -- and then that was it.

Q. And would that be an accurate summary of your recollection of what you and Dr. Pridgen discussed on June 27, 2017?

MS. BRYANT: Object to the form.

A. I mean I cannot say yes or no to that question because I just kind of went piece by piece, right?

Q. Okay.

A. So some of it yes, some of it no.

Q. Next is the bullet for July 26, 2017, at the bottom of the page.
A. I mean they were saying that we -- that I told Dr. Pridgen that we would have to give some of percentage -- of our percentage to make the company profitable. I honestly can't tell you that they asked me to give my percentage, but we definitely had to work harder to make it work because it was in bad shape.
Q. Okay. And before I ask you about the next bullet, I just want to ask you about in terms of the freeze that was in place for the buy-in amount, that was already in place as of this July 26, 2017, conversation?
A. The freeze of my debt?
Q. Right.
A. Yes, ma'am.
Q. In looking at the next page, the first bullet at the top of page 11, August 7, 2017.
A. Uh-huh. So Ed Motherway was going to be -- was fired last week. "Varsity and the partners met last week to discuss overhead costs. According to Dr. Soto, more people would be fired at Varsity next week. Former manager ..." Well, I mean, what we were told is that they were doing

some rearrangements, right, and I mean it may mean to -- they were going to lean it up to see if they could probably make it work.

Q. Okay. And was Angela Magazine, the former manager, rehired?

A. Right.

Q. And how were you getting that information from Varsity? Was that something that was notified to all partners?

A. It was, yeah, notified probably. And -- you know, and all this is like a conversation with a friend. That at that moment we were friends and just sharing what's happening with her because I care for her. Okay.

Q. All right. Well, and do you understand is that with Dr. Pridgen --

A. Uh-huh.

Q. -- if she's asked this --

A. Probably.

Q. -- in discovery, she has to give this information?

A. Right, right.

Q. Right. So it's not anything personal --

A. Right, right.

Q. -- against you --

A. Right.
Q. -- in terms of discovery. Both -- both you and she and anybody else who is witnesses in the case, you know, during the exchange of evidence between the parties have to --
A. Right.
Q. -- respond.
A. Go ahead.
Q. Okay.
A. Uh-huh.
Q. The next one's August 14, 2017.
A. Okay. That's kind of like the same thing with August 7th, right?
Q. Right. But accurate to say that that -- that conversation occurred?
A. I can't remember. We will have to look through messages. I honestly can't remember three years back. I can't remember last week, let alone three years back.
Q. And then the next bullet's just that Dr. Pridgen had heard Dr. Katz was fired. I think she included this as potentially being something that you and she discussed. Did you have any conversations that you recall about that?
A. No, ma'am.

Q. Okay. Next bullet, September 21, 2017.
A. Right. It says that I was -- so there were -- like, you know, if I didn't make my -- if I didn't -- they pay me based on -- my salary was based all on productivity. So if I didn't make my productivity, they will take money out of my bonuses in the future months or -- so then that was part of that. That just -- that's basically it; that if I didn't collect enough, I wasn't going to be able to receive the money that I was promised. That's it.
Q. So the -- this bullet, just your -- I just want to recap and make sure I'm understanding what you're testifying to, is that -- so September 21, 2017, that time frame, wasn't necessarily that you were having to pay out to the practice but your bonus payout would be reduced during that time frame?
A. Yeah, or not get one and then be taking money out of the next one, right, or -- uh-huh. Whatever -- whatever was in the contract at the moment.
Q. Okay. Next bullet, September 27, 2017.
A. Same thing. Trouble financial. I have to work harder. If Clay was sorry for merging, then probably yes, I would -- I would think Clay was

probably sorry, yeah. But there's nothing we can do. Okay. Yeah, we had to work harder.

Q. Okay. The next is October 4, 2017.

A. I had a conversation with Kevin Rogus and the new COO about it. I don't think that I talked to Kevin Rogus about my investigation.

Q. And was this the one that you testified about earlier with regard to boundaries?

A. Yes, ma'am.

Q. And as part of that private reprimand, did you also have to do some coursework --

A. No.

Q. -- in Atlanta?

A. Yes, ma'am. No, I did that --

Q. And what --

A. -- I did that on my own.

Q. And what did that --

A. I was not asked to be done or anything, I did it on my own.

Q. And what did that entail?

A. It was just that -- I guess it was like a boundaries course type thing that -- that -- that I found that it was being offered and I took it on my own to go do it.

Q. Okay. Did you complete that in 2017?

A. Yeah, whenever the time was.
Q. Next bullet is October 6, 2017.
A. Yeah, I mean they didn't tell me anything until the night before she was coming to start with us. "They intend to put her in urgent care." Who are they intending to put in urgent care?
Q. Well, in terms of your recollection, do you recall Dr. --
A. I don't recall if it was Dr. -- not Dr. but Kevin Rogus calling me and telling me that they were hiring Danna Thompson and she came the next day. Or she was being hired the next day. That's all I can recall.
Q. And Kevin Rogus was the COO at the time?
A. Right.
Q. Do you recall Dr. Lowder opposing the hiring of Dr. Thompson?
MS. BRYANT: Object to the form.
A. No. I didn't talk to Clay about this situation.
Q. Did you, while working with Dr. Thompson -- well, let me backtrack actually. How long did you work with Dr. Thompson?
A. I don't know. How long was she in the practice? Six months to a year maybe.
Q. And during the time frame that you worked

together, that would have been in the Columbia office?

A. Yes, ma'am.

Q. Were you aware of her at some point being told to involuntarily work in the Sumter office?

A. I had --

MS. BRYANT: Object to the form.

A. -- no decision of that and couldn't tell you what was in the -- in her employment agreement and stuff.

Q. Do you know why Dr. Thompson is no longer employed by Colonial?

A. Honestly, that was -- that was all decided at the management level. No.

Q. The next bullet in Exhibit 1 on page 11 is October 26, 2017. You can read that one over and tell me if you agree with you -- your recollection, if that's accurate.

A. I don't recall talking with her about this. I stated that the practice was in the hole and was made up a million. Yeah, there were months to where we worked really hard and we were able to make up some money, but we were really in debt at that time.

Q. And this last sentence says, "Dr. Soto also

stated that the practice was in the hole but had made up 1 million in the last month."

A. That's what I'm saying. Like some -- there were some months that we could make up some money.

Q. And was that in terms of profit to the practice on average or was that higher or lower than normal?

A. Well, that was -- I have no idea because this was just told to us through Varsity.

Q. Next bullet that extends from page 11 into page 12 is from November 16, 2017?

A. Uh-huh. "Dr. Soto indicated Varsity was the poor management and said the Varsity owner lost 20 million dollars of his investment." Okay. That's what I was being told by other people. I guess now we know that we are in the hole 25 million dollars for a reason. I "was trying to tell her things that went wrong when Varsity got involved in the practice and that he was trying to dissuade her ..." My goodness. She -- like I understand that everybody who bought into that practice lost money, you know. So, honestly, yes, I was trying to dissuade her from pursuing partnership at that moment because it would have been terrible for her.

Q. Well, in terms of your last statement, would it be accurate that at least for you, yourself, you didn't lose money; that you -- you've gained --

A. I bought before Varsity bought us.

MS. BRYANT: Object to the form. Let her finish her question --

THE WITNESS: Yes, ma'am. I'm sorry.

MS. BRYANT: -- before you answer. And I object to the form of the question.

BY MS. POLVI:

Q. Is that wouldn't it be accurate to say that you personally, as a partner, have gained north of a million dollars as a result of your partnership?

MS. BRYANT: Object to the form.

A. You can say that I -- because I bought before Varsity bought us, I did well. After that point, it's been up and down. I definitely have made my salary and I work hard really every day for it. That's all I can say.

Q. And you make regular partnership disbursements in addition to your salary?

A. Before --

MS. BRYANT: Object to the form.

A. Before -- before the buy-in -- I'm sorry. Yeah, after the buy-in, before Varsity. During that

time with Varsity, my bonuses were very restricted because, you know, we were not making that much money. And then after -- after that, since we took it back, my salary has gotten better, yes.

Q. And if you were to sell your interest in the practice, you would still have that value of whatever the practice is worth at that time?

A. I owe --

MS. BRYANT: Object to the form.

A. I owe $900,000. The value, it's probably only like -- I don't know what the value of the practice is right now, honestly. I -- with the -- with the hold that we have, I don't think it's valued. We can't be valued much. I don't understand much of the valuation of a practice, but.

Q. And has anyone ever told you an expiration date on the freeze?

A. No, there's -- I don't know that there's an expiration date.

Q. Next bullet on page 12, November 17, 2017.

A. I don't recall asking, but if I asked, I -- we were probably, with my wife, considering a different accountant.

Q. And then the next is the last bullet for this interrogatory answer.
A. Uh-huh.
Q. And about a week later in November 2017. If you'll read that one.
A. Yeah, well, after -- after I got the money from -- from Varsity, we were able to invest some of the money. But honestly, like paying off my mortgage, my mortgage was even paid off before this stuff, so.
Q. And in terms of having now gone through all the bullet points of interrogatory three that we see in Exhibit 1, do you dispute that these are accurate notes?
A. Some of it is accurate, some of it is not. If that is the best way to describe it or -- or that I can remember. Honestly, it sounds like she probably -- I mean it's so difficult to go anywhere when it's two years ago. There is no way I can remember every single word I say.
Q. Okay. And knowing that, as you just described, your recollection is not eidetic to the conversations, do you have any reason to dispute Dr. Pridgen's recollection of these conversations we see in interrogatory number three?

MS. BRYANT: Object to the form.

A. Like I say, like there is some of this stuff that I don't -- that I don't recall happening so I -- I cannot say yes or no on that one. I don't really -- I don't really -- I really believe some of it probably was true, some of it probably is not.

Q. Okay. Are there any parts that you know to be inaccurate, to your recollection?

A. No. It's difficult for me to say.

Q. Let's just take a quick break and then we'll just about wrap up.

(Off the Record from 5:15 p.m. until 5:19 p.m.)

MS. POLVI: Those are all my questions. The other counsel might have questions and, if so, I may follow up.

THE WITNESS: Thank you, ma'am.

EXAMINATION

BY MR. LEHRER:

Q. Dr. Soto, my name's Jeff Lehrer. I represent Varsity Family Care Partners, LLC, which is a party in this action. Are you aware of that legal entity, Varsity Family Care Partners, LLC?

A. Yes, sir.

Q. Okay. And were you aware that -- that that

entity, the Varsity, LLC, was the entity that was kind of the purchaser in the transaction with Colonial?

A. That's correct.

Q. Okay. Were you aware that after the sale, the transaction, occurred that there were other entities that were created to manage the organization?

A. Yes, sir.

Q. Okay. Were you aware that one of those entities was Family Care Partner Holdings?

A. Yes, sir.

Q. And then there was another entity, Family Care Partner Management?

A. Right.

Q. And throughout your deposition, you've used the word "Varsity," I think, generally --

A. Right.

Q. -- would you agree with that?

A. Yes, sir.

Q. And in -- and in some cases, when you've used the word "Varsity," have you been actually referring to maybe some of those other entities that were in the organization?

A. Yeah, it was --

MS. POLVI: Object to the form.
A. -- very complicated, the structure, so yeah, we called it Varsity because it was easier, I guess.
Q. So would you -- would you agree that -- that when you used the word "Varsity" in this deposition, you used it for ease of reference and it could have referred to any of the other entities?
A. Yes, sir.
Q. Okay. So when you said Varsity -- a Varsity official told someone something, it could have actually been a Family Care Partner Holding official told someone that same thing, correct?
A. Yes, sir.
Q. Okay. And so you don't necessarily know, for example, if someone -- if someone that you said from Varsity told you something, you don't really know if that person was associated with Family Care Partner Holdings, Family Care Partner Management, or Varsity, LLC?
MS. POLVI: Object to the form.
A. Yes.
Q. Is that true?
A. Probably, yes, sir.
Q. Okay. And so, you know, for example, do you know which entity Tom Watson actually worked for?

A. Well, Tom works for the -- the Family Care Partners.
Q. Okay.
A. Uh-huh.
Q. The Holdings -- Family Care Partner Holdings?
A. Holdings, uh-huh.
Q. Okay. And Dr. Katz, did you know which entity he worked for?
A. Same, I think.
Q. Okay. And so if there were communications that were coming from those individuals, would you agree that that would not be necessarily coming from Varsity, LLC?
A. Yes, sir.
Q. Okay. Did you know -- after the transaction with Varsity occurred, did you know what entity was offering partnership?
MS. POLVI: Object to the form.
A. It had to be Family Care Partners Holdings.
Q. Okay. And so for someone, after the transaction occurred, someone such as Dr. Pridgen, if they were going to seek partnership during that time period after Varsity purchased or -- or the Varsity transaction, it would have been Family Care Partner Holdings?

MS. POLVI: Object to the form.
Q. Is that right?
MS. POLVI: Object to the form.
A. Yes, sir.
Q. Do you know that to be true?
A. Yeah, I believe so.
Q. Okay. And do you know who -- who would be making the decision for that entity about who could be voted in as a partner?
A. So it's -- it's complicated. There were so many -- so many people up there in management, I couldn't tell you. I mean, I would think that -- I mean the CEO would probably have the last word but everybody else couldn't, but.
Q. And did -- have you ever read the operating agreement for Family Care Partner Holdings?
A. I probably didn't read the whole thing --
Q. Okay.
A. -- you know, yeah.
Q. Okay. And if that operating agreement says that the board of directors of Family Care Partner Holdings would vote on any partnership decisions, do you have any reason to dispute that that's the way it worked?
A. No, sir.

Q. And do you have any reason to believe that anyone from Varsity Family Care Partners, LLC interfered with the other entities in making decisions about who could be partner?
A. I really couldn't tell you because I wasn't part of any those conversations.
Q. And I think earlier in your testimony you said that -- that Varsity would announce when the new partner was appointed or -- or approved. Do you remember that?
A. Yes, sir.
Q. And is that similar to do you -- were you necessarily referring to Varsity Family Care Partners, LLC, or were you referring to Family Care Partner Holdings?
A. Well, if -- the Holdings was the management company, so.
Q. So you would have been referring to the Holdings?
A. Right, right. I think we all used Varsity as a -- as a generalized --
Q. Okay. Would you say that --
A. -- term.
Q. -- that generally when, you know, outside of referring to Varsity in terms of the purchaser, would you say that all of your other references

to Varsity that related to management, that you were actually referring to Family Care Partner Holdings?

MS. POLVI: Object to the form.

A. That is correct.

Q. That's all I have.

A. Thank you.

EXAMINATION

BY MS. DUNLAP:

Q. Dr. Soto, my name's Jenny Dunlap. I represent Dr. Katz in this action and I have some questions for you just in follow-up. Were you ever present for any conversations between Dr. Katz and Dr. Pridgen?

A. No, ma'am, I was never present.

Q. Did you ever have any conversations with Dr. Katz about Dr. Pridgen?

A. I don't believe so.

Q. Did you ever have any conversation with Dr. Katz about anyone's partnership or eligibility for partnership?

A. No, ma'am.

Q. Did you ever have any conversations with Dr. Katz about the criteria for partnership after the Varsity transaction?

A. No, ma'am.
Q. When did you first meet Dr. Katz?
A. Whenever he was hired.
Q. Okay. Had you known him at any point before that?
A. No. No, not really.
Q. What -- to what extent did you interact with Dr. Katz?
A. I mean he was the CMO, so if I needed something I reached out to him but it was mostly towards my daily day activities at the practice rather than anything else.
Q. Okay. We looked at Exhibit 1 to your deposition which does, I think, make reference to a few communications between you and Dr. Pridgen regarding Dr. Katz, but do you have any specific recollection of conversations with Dr. Pridgen regarding Dr. Katz?
A. What I mentioned earlier and it was just that she was talking to him and she was being asked to maybe see a few more patients to be able to get there and -- but that was basically what I can -- what I can recall.
Q. Okay. And did you -- let me ask you some -- did Dr. Pridgen ever tell you that Dr. Katz made any

promises to her with respect to her partnership?
A. I don't know that it was up to Dr. Katz to make that decision, you know, so, but he was probably -- whatever they were talking about, I just don't recall any of that conversation with him. But -- but it was probably not up to Dr. Katz to make that decision anyway.
Q. Okay. So is it fair to say that you don't recall any specifics about conversations you had with Dr. Pridgen about Dr. Katz?
A. It's been close to two and a half years, there's no way I can remember everything.
Q. And did you ever hear any information about the reason for Dr. Katz being fired?
A. I think that the situation was the practice wasn't doing well.
Q. There is a reference to an August, sorry, an October 6, 2017, conversation between you and Dr. Pridgen in what's been marked as Exhibit 1. And in it there's reference to the new female doctor, Dr. Danna Thompson, being hired in the Forest Drive practice building. I'll let you --
A. I never talked --
Q. -- turn to that.
A. Yeah, I never talked Dr. Katz about her. I think

that --

Q. Okay.

A. -- I was informed and I -- and I really believe it was Kevin Rogus who told me she was coming.

Q. Do you know whether Dr. Katz had hired her?

A. I don't know.

Q. Okay. Thank you. That's all I have.

A. Thank you.

MS. POLVI: Did you have anything? I'm sorry.

MS. BRYANT: I have no questions.

MS. POLVI: Just a brief follow-up.

REEXAMINATION

BY MS. POLVI:

Q. Mr. Lehrer asked you some questions trying to clarify, essentially, what entities you've been testifying about. In terms of part of what this question is, is you know we are trying to ascertain who's responsible if there's going to be liability. And so in terms of the entities that have been involved in management decisions, what is your understanding of what entities are responsible for partnership decisions?

A. So like I said earlier, like we referred to Varsity, and kind of like with my partners, we always refer to Varsity too, like in general

these guys who came after and bought us. But he's completely right, there were some entities that were created; Family Care Partners Management, Holdings. I honestly can't remember which was which. He has -- he has reminded me that the Holdings one was the one that is in charge of management and making decisions based on the -- on the board of directors. So that's probably -- that was the entity that was probably making all those decisions.

Q. And you as a partner physician throughout that Varsity time frame, after the transaction where multiple entities are involved with Colonial Family Practice, was it your understanding that essentially it was a hybrid type of situation where one doesn't exist without the other in terms of how they're operating Colonial Family Practice?

MS. BRYANT: Object to the form.

A. Gosh, that is a very complicated question. So Varsity was the people who bought us that created these companies. We had the practice and so they operated through these companies and that's all I understand about this, right. Now, more of that, you know, I really don't -- I'm not an expert on

this. It is very complicated. There are many attorneys involved. I cannot even explain to you how it's all work but -- so.

Q. And did that stay -- after the 2015, December 2015 transaction, did it stay in that same operating format until we have Varsity exiting and Family Care Management going insolvent in some form and another bank coming in, did it stay the same throughout that time period?

MS. BRYANT: Object to the form.

A. It is a complete different entity. They are different -- complete different managers, complete different everything in the practice. I mean the patients are probably the same, the physicians are probably the same, but all the management and all that stuff definitely changed. I mean it was night and day, the difference.

Q. And when did the change occur?

A. The change occurs when they leave. Or when they --

Q. When Varsity --

A. -- when they take over and when they leave. When -- when Varsity purchased the practice.

Q. Okay. Okay. Thanks.

A. Thank you.

MS. BRYANT: I just want to put on the record there have been a number of questions that we are going to designate as confidential pursuant to the protective order. And I'll -- I guess I'll have to figure out the process for designating line and page numbers. But the testimony that we seek to designate as confidential deals with Dr. Soto's income and compensation, money that he received from the 2015 transaction, the amount of the Freeport loan, the financial information regarding Colonial throughout its existence, as well as Dr. Soto's loan that dealt with his buy-in. And so I can -- I'll designate those however we need to pursuant to the protective order but I do -- I do want to designate that as confidential for Dr. Soto's protection.

MS. POLVI: Okay.

(There being nothing further, the deposition concluded at 5:33 p.m.)

CERTIFICATE

Be it known that I, Christine A. Cortright, do hereby certify that CARLOS SOTO, M.D. appeared before me and I took the foregoing deposition at the time and place aforesaid by means of stenomask with backup; that I was then and there a notary public in and for the State of South Carolina and that by virtue thereof, I was duly authorized to administer an oath; and that the witness was by me first duly sworn to testify to the truth, the whole truth, and nothing but the truth.

I further certify that the foregoing transcript represents a true, accurate, and complete transcript of said deposition. This transcript may contain quoted material; said material is transcribed as read or quoted by the speaker.

I further certify that the witness was given an opportunity to read and correct said deposition and to subscribe the same. Should the signature of the witness not be affixed to the deposition, the witness shall not have availed himself/herself of the opportunity to sign or the signature has been waived.

I further certify that I am neither employed by nor related to any of the parties in this matter nor their counsel; nor do I have any interest, financial or otherwise, in the outcome of this action.

Witness my hand and seal this 23rd day of October 2019.

Christine A. Cortright

Christine A. Cortright
Notary Public for South Carolina
My Commission Expires: 08/16/2026

August 15, 2016

Dr. John K. Baker
27 Club Ridge Ct
Elgin, SC 29045
United States

Re: Potential Investment in Family Care Partners Holdings LLC

Dear Dr. John K. Baker:

Thank you for your interest in investing in Family Care Partners Holdings LLC (the "**Company**"). The Company has determined that you are eligible to invest up to $100,000 in the Company. This letter will describe the terms by which you may invest in the Company and the investment process.

Following the date of this letter, you will have seven (7) days (until August 22, 2016) (the "**Investment Period**"), to evaluate the materials, ask questions and choose whether or not to proceed with the investment opportunity. If you choose not to invest or fail to respond during the Investment Period, you will not be able to invest in the Company this year.

Enclosed with this letter please find the following:

1. Summary and copy of the Amended and Restated Limited Liability Company Operating Agreement of the Company (the "**LLC Agreement**");
2. Subscription Agreement; and
3. A counterpart signature page to the LLC Agreement.

You were also separately provided the Company's Financial Statements and a Management Presentation.

Following your review of the attached, if you choose to invest in the Company, please (i) check the applicable box in Section 2(g)(iv) of the Subscription Agreement, (iii) execute the signature page to the Subscription Agreement, and (iii) confirm the number of units of the Company you will purchase in Schedule A to the Subscription Agreement. In addition, please execute the counterpart signature page to the LLC Agreement and remit payment either by using the below wire transfer instruction or by delivering a check to Tom Watson or Paul Miller by August 22, 2016. Once you submit the required documents and remit payment to the Company, you may withdraw from your investment in the Company until August 22, 2016 and after such date you will no longer be able to withdraw your submission. The submission of the above reference materials does not guarantee you a right to invest in the Company and the Company, in its sole discretion, may accept or decline your request to invest. Only after the Company considers your submission and executes a counterpart to the Subscription Agreement will your investment be deemed closed.

Wire Instructions:

Fifth Third Direct
ABA# 042000314
Account # 07028042559
CFP Depository

The Company is not making any offer to sell securities in any jurisdiction where the offer or sale thereof is not permitted.

This letter and the opportunity to invest in the Company is a one-time opportunity. The Company may, but is under no obligation to, provide investment opportunities in the future.

Your decision to invest in the Company will not affect your status as an at-will employee or the right of Family Care Manager Company, LLC ("**Services Company**") or Colonial Family Practice, LLC ("**Colonial**"), as applicable, to terminate your employment (subject to the terms of any employment agreement that may exist between you and Services Company or Colonial, as applicable).

If you have any questions regarding the enclosed documents or the investment, please contact Tom Watson, Chief Executive Officer, 325 Broad Street, Sumter, SC 29150, by email at thomas.watson@colonialfamilypractice.com or Paul Miller, Chief Financial Officer, 325 Broad Street, Sumter, SC 29150, by email at paul.miller@colonialfamilypractice.com.

We look forward to discussing this new opportunity with you.

Best regards,

Accepted and agreed as of
the date set forth above:

Dr. John K. Baker

Morgan Lewis

CONFIDENTIAL MEMORANDUM

TO: Dr. John K. Baker

FROM: Family Care Partners Holdings LLC

DATE: August 15, 2016

SUBJECT: Family Care Partners Holdings LLC Agreement

I. Overview. Please find below a high level summary of the Amended and Restated Limited Liability Company Operating Agreement of Family Care Partners Holdings LLC (the "Company"), dated as of December 22, 2015 (the "Agreement"). The summary below is primarily focused on the rights and obligations of the Common Class B Members of the Company (the "Class B Members" and each, a "Class B Member"), such interests being the membership interests you will receive if you invest in the Company. Please note that this is strictly a high-level summary of certain terms and provisions and is in no way a full description of all of the terms and provisions of the Agreement. You are urged to read the Agreement in its entirety to understand all of the rights and obligations that will apply to you as a member of the Company. Capitalized terms used but not defined herein have the respective meanings given to such terms in the Agreement.

II. Member Classes.

A. Membership Interests. The interests in the Company (collectively, the "Member Units") are divided among the following classes (collectively, "Classes", and individually, a "Class"): (i) Common Class A Units ("Common Class A Units"), (ii) Common Class B Units ("Common Class B Units") (iii) Common Class C Units ("Common Class C Units") and (iv) Preferred Units ("Preferred Units"). Each Class B Member's interest is not certificated unless otherwise determined by the board of managers designated by the Members (the "Board of Directors").

B. Additional Classes. The Board of Directors has the right to create additional Classes of Units with different terms and conditions, including terms that are senior to or *pari passu* with other Classes.

III. Capital Contributions of Class B Members.

A. Return of Capital Contribution. No Class B Member has any right to the return of such Class B Member's Capital Contribution, or any other amounts or capital from the Company. Additionally, no Class B Member has any right to receive any property from the Company, except as otherwise specifically provided in the Agreement.

B. Interest on Capital Contribution. No Class B Member is entitled to receive any interest, salary or drawing with respect to (i) its Capital Contributions, (ii) such Class B Member's capital account maintained on the Company's books and records (such capital account, a "Capital Account") or (iii) for services rendered on behalf of the Company or otherwise in its capacity as a Class B Member, except in the case of clauses (i) – (iii) above, as otherwise specifically provided in the Agreement or in any other written agreement entered into by the Company and such Member.

IV. Power of the Class B Members. Except as specifically set forth in the Agreement or otherwise required by law, the Class B Members are not entitled to vote on any matter.

V. Withdrawal of Members. No Class B Member is entitled to withdraw from the Company or receive any return of, or demand the return of, its Capital Contribution, or any other assets or capital, from the Company, including any property or cash, except as otherwise expressly provided in the Agreement or as otherwise approved by the Board of Directors.

VI. Repurchase Rights. Under certain circumstances where the Class B Member leaves the employment of the Company, the Company is entitled to certain repurchase rights.

A. Fault Termination. If a Class B Member is terminated for Cause (or is terminated at any time when Cause existed) or is terminated due to an act of theft, dishonesty or fraud as further defined in the Agreement, all Class B Units held by such Class B Member are automatically forfeited and cancelled without payment.

B. Early Departure. In the event of an Early Departure by a Class B Member (a voluntary resignation without Good Reason prior to the third anniversary of the date on which the Class B Member acquired their Class B Units), the Company has the option for a period of 365 days following the Early Departure to repurchase all or a portion of the Class B Member's Class B Units for the lesser of the Fair Market Value of the Class B Units or the original cost of the Class B Units.

C. No Fault Termination or Termination due to Death, Disability, or Qualifying Resignation. In the event of a No Fault Termination (a termination of the Class B Member's employment with the Company for any reason other than a Fault Termination, as further defined in the Agreement) or the death, disability or Qualifying Resignation by a Class B Member, the Company has the option for a period of 365 days following the No Fault Termination or the death, disability or Qualifying Resignation to repurchase all or a portion of Class B Member's Class B Units for the Fair Market Value of the Units.

VII. Restricted Covenants

A. Nondisclosure. Members will have access to Confidential Information due to the Member's role as a Member of the Company. Except as required by law or other judicial order, each Member, while being a Member of the Company or at any time thereafter, cannot directly or indirectly use Confidential Information in any way (including for such Member's own private or commercial purposes) or disclose Confidential Information to, or discuss Confidential Information with, any other Person, subject to limited exceptions.

B. Non-Compete. Starting on the day the Class B Member acquires Class B Units and terminating on the two year anniversary of when such Class B Member ceases to own any Class B Units, no Class B Member can engage in a business, directly or indirectly, which provides services that are similar to and competitive with the services provided by the Company and its Subsidiaries within a geographic radius of 45 miles of any (i) of the Company's or its Subsidiary's then offices and (ii) locations in which the Company or any of its Subsidiaries provides services.

C. Non-Solicit. Starting on the day the Class B Member acquires Class B Units and terminating on the two year anniversary of when such Class B Member ceases to own any Class B Units, no Class B Member will, directly or indirectly, employ, cause to be employed or hired, recruit, solicit for employment or otherwise contract for the services of, any employees or independent contractors or former employees or independent contractors of the Company or any of its Subsidiaries.

VIII. Transfers by Members. Except as specifically provided in the Agreement or any other agreement entered into between any Member and Varsity Family Care Partners, LLC ("Varsity"), no Class B Members may, directly or indirectly, sell, transfer, assign, convey, pledge, mortgage, encumber, hypothecate or otherwise dispose of or suffer the creation of an interest in or lien on (a "Transfer") all or any part of its Units without the consent of the Board of Directors, in its sole discretion.

A. Conditions to Transfer. In addition to any consent of the Board of Directors described above, any purported Transfer by a Class B Member must satisfy the following additional conditions (any one or more of which may be waived by the Board of Directors):

1. the Transferor or Transferee must undertake to pay all expenses incurred by the Company in connection with the Transfer;

2. the Person to whom such Transfer is made must provide the Company with an executed Agreement and such other documents, instruments and certificates as requested by the Board of Directors;

3. prior to making any Transfer, a Transferor must deliver to the Company opinions of counsel as described in further detail in the Agreement;

4. any Transferee is required to be an "accredited investor" within the meaning of Regulation D promulgated under the Securities Act; and

5. any Transfer must be in compliance with any applicable securities laws.

B. Involuntary Transfers. If an Involuntary Transfer (any involuntary transfer, proceeding or action by or in which a Class B Member is deprived or divested of any right, title or interest in or to any Class B Units, as further described in the Agreement) by a Class B Member occurs, the Class B Member must promptly give written notice to the Company. The Company then has the option to repurchase any or all of the Class B Member's Units involved in the transfer for a period ending on the later of (i) 120 days after the Company's receipt of written notice by the Class B Member or (ii) 30 days after the determination of the Fair Market Value for

the Class B Units. The purchase price of such units is the lower of (x) the Fair Market Value; (y) the Original Cost; and (z) the same price paid for such Class B Units in the Involuntary Transfer.

C. Permitted Transfers. A Transfer by one or more Class B Members of all or any portion of its Class B Units in the Company to an affiliate or any immediate family member of such Class B Member is permitted without obtaining the approval of the Board of Directors, so long as such Transfer complies with the conditions to transfer set forth above.

IX. Board of Directors.

A. Power. The Board of Directors manages the Company and has full, exclusive and complete discretion to manage and control the business and affairs of the Company.

B. Board Members. The Board of Directors may consist of up to seven directors who are designated as follows: (i) up to four directors are designated by Varsity (the "Preferred Directors"); (ii) Dr. Clayton R. Lowder III, M.D. so long as he is an employee of the Company Group as defined in the Agreement; (iii) one Director which may be designated by the Preferred Directors so long as such Director is an "Independent Director"; and (iv) the Chief Executive Officer of the Company.

X. Distributions. The Board of Directors will distribute Net Cash Available for Distribution when and as determined by the Board of Directors.

A. Interim Distributions. Any cash distributions made by the Company and all proceeds of (i) a sale of Membership Units, (ii) a merger or consolidation or (iii) the sale of substantially all of the assets of the Company are distributed in the following priority: (1) first to the Preferred Members until each Preferred Member has received a specific return as set forth in the Agreement and until each Preferred Member has received cumulative distributions equal to such Preferred Member's aggregate Capital Contributions; (2) then, to the Common Members, pro rata in accordance with their Common Percentage, until such time as the Common Members have received cumulative distributions equal to the Aggregate Common Percentage of all distributions made pursuant to clause (1)-(2) above; and (3) then pro rata to all Members in accordance with their Percentage Interests.

B. Profits Interest Distributions. Notwithstanding anything to the contrary, no distribution will be made to a Profits Interest Member (defined as a Member that is granted Class C Common Units in exchange for services) with respect to such Profits Interest Member's Common Units until the aggregate amount of prior distributions to all other Members equals such Profits Interest Member's Threshold Amount (such amount determined by the Board of Directors).

XI. Preemptive Rights. Class B Members do not have any Preemptive Rights under the Agreement.

XII. Drag-Along Rights. If Varsity (the "Drag-Along Seller") desires to Transfer Membership Units to one or more third parties (collectively, the "Purchaser") that is not an affiliate of Varsity, the Drag-Along Seller has the right to require each other Member to use reasonable efforts to (i) take all action necessary or appropriate to cause or enable the Drag-Along Seller or the

Company, as applicable, to effect such transaction and (ii) sell, Transfer or otherwise dispose of a corresponding percentage of its Membership Units (as compared to the percentage of the Drag-Along Seller's Membership Units being sold in such transaction) to the Purchaser on the same terms and conditions, for the same per unit consideration for each Class of Units and at the same time as the Membership Units being sold by the Drag-Along Seller.

XIII. Tag-Along Rights. Except for a Transfer to an affiliate of a Preferred Member or Common Member, if at any time Varsity proposes to Transfer all or any of its Membership Units to a Purchaser, Varsity is required to first offer to the other Members the option to sell such Member's Percentage Interests of Membership Units being sold in such transaction.

XIV. Liquidation.

A. Distributions Upon Liquidation. Upon the dissolution of the Company, the cash proceeds from the liquidation will (i) first be applied or distributed to creditors of the Company, (ii) then to Members and former Members in satisfaction of liabilities and (iii) then to the Members in accordance with the distribution mechanics set forth above and described in further detail in the Agreement.

B. Member Claims. Upon a dissolution of the Company, Class B Members may only look to the Company's assets for the return of their Capital Contributions, and if the assets of the Company remaining after its payment of debts and obligations are insufficient to return such Capital Contribution, the Class B Members have no recourse against the Company or any other Member.

XV. Amendment. The Agreement may be amended by the approval of the Board of Directors and a majority of the Preferred Directors; provided, however, that any amendment or purported amendment will be void and ineffective to the extent the result thereof would (i) impose an obligation on a Member's to make an additional Capital Contribution without the consent of the Member so affected, (ii) adversely affect the non-economic rights or obligations of a Member in a manner disproportionate to its effect on other Members without the consent of the Member so affected, (iii) cause the Company to be treated as anything other than a partnership for purposes of United States income taxation without the consent of all the Members, or (iv) amend Section 7.1 (Amendments) and Articles VIII (Distributions), IX (Allocations) and X (Admission of an Withdrawal of By Members; Transfers) without the consent of all Members.

AMENDED AND RESTATED
LIMITED LIABILITY COMPANY OPERATING AGREEMENT
OF
FAMILY CARE PARTNERS HOLDINGS LLC

Dated as of December 22, 2015

THE MEMBERSHIP UNITS EVIDENCED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "*SECURITIES ACT*"), OR UNDER APPLICABLE STATE SECURITIES LAWS AND MAY NOT BE SOLD OR TRANSFERRED UNLESS THEY HAVE BEEN INCLUDED IN AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT AND ARE QUALIFIED FOR RESALE UNDER APPLICABLE STATE SECURITIES LAWS OR SUCH TRANSFER IS EXEMPT FROM SUCH REGISTRATION OR QUALIFICATION REQUIREMENTS. IN ADDITION, TRANSFER OR OTHER DISPOSITION OF THE MEMBERSHIP UNITS IS RESTRICTED AS PROVIDED IN THE FOLLOWING AGREEMENT.

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AMENDED AND RESTATED
LIMITED LIABILITY COMPANY OPERATING AGREEMENT
OF
FAMILY CARE PARTNERS HOLDINGS LLC

This Amended and Restated Limited Liability Company Operating Agreement of Family Care Partners Holdings LLC (the "***Company***") is made as of December 22, 2015 (this "***Agreement***"), among (a) Varsity Family Care Partners, LLC, a Delaware limited liability company ("***Varsity***"), (b) NCFP Group LLC, a South Carolina limited liability company ("***Group***"); (c) David Gilroy ("***Gilroy***") and (d) any other Member that becomes a party to this Agreement after the date hereof in accordance with the terms of this Agreement.

WHEREAS, the parties hereto wish to amend that certain Limited Liability Company Agreement of the Company, dated as of December 22, 2015, in order to set forth their binding agreement as to the affairs of the Company, the conduct of its business and certain rights with respect to the relationship among the parties hereto;

WHEREAS, prior to the execution of this Agreement, Family Care Partners Management LLC, a Delaware limited liability company and a wholly-owned Subsidiary of the Company ("***Services Company***"), and Colonial Family Practice, LLC, a South Carolina limited liability company ("***Colonial***"), entered into a Management Services Agreement (the "***Management Services Agreement***"), whereby Services Company will provide certain support services to Colonial as more fully described in the Management Services Agreement;

WHEREAS, prior to the execution of this Agreement, the Company and Varsity Management Company, LLC ("***Varsity Management***") entered into a management services agreement (the "***Varsity Management Services Agreement***"), whereby Varsity Management will provide certain advisory and management services to the Company and receive a fee from the Company for such services, in each case, as more fully described in the Varsity Management Services Agreement;

WHEREAS, simultaneously with the execution of this Agreement, Services Company and Colonial entered into Membership Interest Control Agreements (the "***Membership Interest Control Agreements***"), with each of Dr. Clayton R. Lowder III, M.D. ("***Dr. Lowder***"), Dr. David G. Whaley, M.D. and Dr. Mitchell R. Grunsky, M.D. (collectively with Dr. Lowder, the "***Doctor Owners***"), each an owner of Colonial, whereby each Doctor Owner's ability to transfer Securities (as defined below) in Colonial is restricted as more fully described in the Membership Interest Control Agreements; and

WHEREAS, Gilroy will not become a Member under this Agreement or invest in the Company until the moment that is immediately following the Borrowing Distribution (as defined in the Colonial Acquisition Agreement (as defined below)), and thus Gilroy will not receive any proceeds from any Borrowing (as defined below).

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of

which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

ARTICLE I.
DEFINED TERMS

Section 1.1 Definitions. Unless the context otherwise requires, the terms defined in this Article I will, for the purposes of this Agreement, have the meanings herein specified.

"*Adjusted Capital Account Deficit*" means, with respect to any Member, the deficit balance, if any, in such Member's Capital Account as of the end of the relevant Fiscal Year, after giving effect to the following adjustments:

(a) any amounts that such Member is obligated to restore pursuant to this Agreement or is deemed to be obligated to restore pursuant to Treasury Regulations Section 1.704-1(b)(2)(ii)(c) or pursuant to the penultimate sentence of either of Treasury Regulations Sections 1.704-2(i)(5) or 1.704-2(g)(1) shall be treated as added back to the Member's Capital Account Deficit; and

(b) the items described in Treasury Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5) and (6) shall be treated as reducing the Member's Capital Account for the purpose of computing such deficit, and shall increase the Adjusted Capital Account Deficit.

The foregoing definition of Adjusted Capital Account Deficit is intended to comply with the provisions of Treasury Regulations Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

"*Affected Members*" has the meaning set forth in Section 8.6(b).

"*Affiliate*" with reference to any Person means any other Person that, directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with, or owns greater than 50% of the voting power in, such Person, and the term "*Affiliated*" shall have a correlative meaning. The term "*control*" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise. Members of the Immediate Family of any Member shall be deemed to be Affiliates of such Member and trusts for, and estate planning vehicles of, such Member or any member of the Immediate Family of such Member shall likewise be deemed to be Affiliates of such Member. For the purposes of clarity, Varsity Management and each of its Affiliates shall be deemed to be Affiliates of Varsity for purposes of this Agreement. Notwithstanding the foregoing, the Company, Colonial, Services Company and their respective Subsidiaries will not be considered Affiliates of Varsity, Gilroy, or any of their respective Affiliates for purposes of this Agreement.

"*Aggregate Common Percentage*" means with respect to the Common Members, an amount equal to the product of (a) the quotient obtained by dividing the number of issued and outstanding Common Units divided by the number of all issued and outstanding Membership Units at such time, and (b) 100, expressed as a percentage; provided, however, that a Common Class C Unit shall only be taken into account in calculating Aggregate Common Percentage to

the extent that prior distributions to Members equals or exceeds the Threshold Amount for such Common Class C Unit.

"***Agreement***" has the meaning set forth in the Preamble, as amended, modified, supplemented or restated from time to time.

"***Applicable Law***" means all applicable provisions of all (a) constitutions, treaties, statutes, laws, rules, regulations, ordinances, orders or other pronouncement having the effect of law of any Governmental Authority, (b) Governmental Approvals and (c) directives, orders, decisions, judgments, awards and decrees of any Governmental Authority.

"***Applicable Percentage***" means a fraction, the numerator of which is the amount of Membership Units being sold by Varsity in the Drag-Along Sale, and the denominator of which is the aggregate number of Membership Units held by Varsity.

*"**Applicable Tag-Along Amount**"* has the meaning set forth in Section 10.5(c).

"***Board of Directors***" means the board of managers designated by the Members pursuant to Section 6.1(a).

"***Business Days***" means any day except a Saturday, Sunday or other day on which the commercial banks in New York, New York are authorized by Applicable Law to close.

"***Capital Account***" means the capital account maintained for each Member on the Company's books and records in accordance with the following provisions:

(a) To each Member's Capital Account there shall be added (i) such Member's Capital Contributions, (ii) such Member's allocable share of Net Income and any items in the nature of income or gain that are specially allocated to such Member pursuant to Article IX or other provisions of this Agreement, and (iii) the amount of any Company liabilities assumed by such Member or which are secured by any property distributed to such Member.

(b) From each Member's Capital Account there shall be subtracted (i) the amount of cash and the Gross Asset Value of any Company Assets (other than cash) distributed to such Member pursuant to any provision of this Agreement (for the avoidance of doubt, excluding any payment of principal and/or interest to such Member pursuant to the terms of a loan made by the Member to the Company), (ii) such Member's allocable share of Net Loss and any other items in the nature of deductions, expenses or losses that are specially allocated to such Member pursuant to Article IX or other provisions of this Agreement, and (iii) liabilities of such Member assumed by the Company or which are secured by any property contributed by such Member to the Company.

(c) In the event any Membership Units are Transferred in accordance with the terms of this Agreement, the transferee shall succeed to the Capital Account of the Transferor to the extent it relates to the Transferred Units.

(d) In determining the amount of any liability for purposes of clauses (a) and (b) above, there shall be taken into account Code Section 752(c) and any other applicable provisions of the Code and Treasury Regulations.

The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Treasury Regulations Sections 1.704-1(b) and 1.704-2 and shall be interpreted and applied in a manner consistent with such Treasury Regulations. In the event that the Board of Directors determines that it is prudent to modify the manner in which the Capital Accounts, or any additions or subtractions thereto, are computed in order to comply with such Treasury Regulations, the Board of Directors may make such modification. The Board of Directors shall also make (i) any adjustments that are necessary or appropriate to maintain equality between the Capital Accounts of the Members and the amount of Company capital reflected on the Company's balance sheet, as computed for book purposes, in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv)(q), and (ii) any appropriate modifications in the event that unanticipated events might otherwise cause this Agreement not to comply with Treasury Regulations Sections 1.704-1(b) and 1.704-2.

"*Capital Contribution*" means, with respect to any Member, the aggregate amount of money contributed (or deemed contributed) to the Company in accordance with this Agreement with respect to such Member's Membership Units.

"*Cause*" has the meaning set forth in such Repurchase Member's employment agreement with the Company Group or, if there is no such employment agreement, any of the following: (a) any willful failure to implement the lawful directives of the Company Group that remains uncured 30 days after such Repurchase Member is given notice of such failure; (b) a Repurchase Member is indicted for a felony, or is convicted of, or pleads guilty or nolo contendere to, a crime or crimes involving fraud, theft or dishonesty that causes material injury to the Company Group; (c) a Repurchase Member knowingly steals, commits fraud, embezzles, misappropriates or falsifies expense reports; (d) a Repurchase Member engages in conduct which discriminates or harasses another employee of the Company Group on the basis of gender, race, color, creed, religion or sexual orientation, as determined unanimously by the Company Group in good faith after a reasonable investigation; or (e) other conduct that causes or threatens to cause material injury to the Company Group's business or reputation.

"*Certificate*" means the Certificate of Formation of the Company and any and all amendments thereto and restatements thereof filed on behalf of the Company with the office of the Secretary of State of the State of Delaware pursuant to the Delaware Act.

"*Claims*" has the meaning set forth in Section 13.2(a).

"*Class*" has the meaning set forth in Section 4.2.

"*Code*" means the U.S. Internal Revenue Code of 1986, as previously or hereafter amended.

"*Colonial*" has the meaning set forth in the Recitals.

"*Colonial Acquisition Agreement*" means that certain Acquisition Agreement, dated as of December 22, 2015 by and among Varsity, Group, Colonial, the Beneficial Owners (as defined therein) and the other parties thereto and all documents, certificates, instruments and agreements contemplated by, or required to be delivered in connection therewith.

"*Common Class A Member(s)*" means the holders of the Common Class A Units.

"*Common Class A Units*" has the meaning set forth in Section 4.2.

"*Common Class B Members*" means the holders of the Common Class B Units.

"*Common Class B Units*" has the meaning set forth in Section 4.2.

"*Common Class C Members*" means the holders of the Common Class C Units.

"*Common Class C Units*" has the meaning set forth in Section 4.2.

"*Common Director*" has the meaning set forth in Section 6.1(a)(ii).

"*Common Members*" means the holders of Common Units.

"*Common Percentage*" means, with respect to each Common Member, an amount equal to the product of (a) the quotient obtained by dividing the number of Common Units owned of record by such Common Member by the number of issued and outstanding Common Units at such time, and (b) 100, expressed as a percentage.

"*Common Permitted Transferee*" means, with respect to each Common Member, Varsity and, upon prior written notice to Varsity, an Affiliate of such Common Member.

"*Common Units*" means the Common Class A Units, the Common Class B Units, the Common Class C Units and any other Membership Units that are created by the Board of Directors and are designated as "Common Units".

"*Company*" has the meaning set forth in the Preamble.

"*Company Assets*" means all direct and indirect interests in real and personal property owned by the Company from time to time, and shall include both tangible and intangible property (including cash and including the Company's right to receive Capital Contributions hereunder).

"*Company Group*" means Colonial, the Company and any of their respective Affiliates.

"*Company Minimum Gain*" has the meaning specified in Treasury Regulations Section 1.704-2(b)(2), and the amount of Company Minimum Gain, as well as any net increase or decrease in Company Minimum Gain, shall be determined in accordance with the rules of Treasury Regulations Section 1.704-2(d).

"*Company Notice*" has the meaning set forth in Section 4.8(a).

"*Company Purchase Right*" has the meaning set forth in Section 4.8(a).

"*Confidential Information*" has the meaning set forth in Section 5.6(a).

"*Consent*" means the consent, approval or vote of a Person to do the act or thing for which the consent or approval is solicited or vote is cast, or the act of granting such consent or approval or casting such vote, as the context may require. References to the Consent (or agreement or approval or similar words of import) of the Members means the Consent of the Members who are not then in violation of any of the material terms and conditions of this Agreement holding more than 50% of the Percentage Interests held, in the aggregate, by all Members who are not then in violation of any of the material terms and conditions of this Agreement.

"*Covered Person*" has the meaning set forth in Section 6.1(j).

"*Damages*" has the meaning set forth in Section 13.2(a).

"*Deemed Liquidation Event*" shall mean a sale of Membership Units (including via the exercise of a Drag-Along Right pursuant to Section 10.4 or a "tag along" right pursuant to Section 10.5), merger or consolidation (other than one in which Members own a majority by voting power of the outstanding Equity Securities of the surviving or acquiring entity) or a sale, lease, Transfer or other disposition of all or substantially all of the assets of the Company.

"*Deemed Per Unit Consideration*" means an amount equal to (a) the aggregate consideration being paid by the Purchaser in a Tag-Along Sale divided by (b) the total number of Membership Units being sold to the Purchaser in such Tag-Along Sale.

"*Delaware Act*" means the Delaware Limited Liability Company Act, 6 Del. C. § 18-101, *et seq.*, as amended from time to time and any successor statute thereto.

"*Depreciation*" means, for each Fiscal Year, an amount equal to the depreciation, amortization or other cost recovery deduction allowable for federal income tax purposes with respect to an asset for such Fiscal Year; provided, however, that if the Gross Asset Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such Fiscal Year, Depreciation shall be an amount that bears the same ratio to such beginning Gross Asset Value as the federal income tax depreciation, amortization or other cost recovery deduction with respect to such asset for such Fiscal Year bears to such beginning adjusted tax basis; and, provided, further, that if such beginning adjusted tax basis is zero, Depreciation shall be determined with reference to such beginning Gross Asset Value using any reasonable method selected by the Board of Directors.

"*Director*" means a member of the Board of Directors.

"*Director Votes*" means the number of votes each Director shall have on any matter being voted on by the Board of Directors.

"*Disability*" has the meaning set forth in such Repurchase Member's employment agreement with the Company Group, or, if there is no such employment agreement, means a

Repurchase Member suffers from a permanent physical or mental condition that renders such Repurchase Member unable to perform the material and substantial duties of his or her position for a period of ninety (90) days or more, or for an aggregate of one hundred eighty (180) days in any three-hundred sixty-five (365) consecutive day period. The determination as to whether a Repurchase Member has such a disability shall be made by a third party physician qualified to make such determination.

"***Disabling Conduct***" means any conduct in relation to the Company or any of its Affiliates, which pursuant to the Delaware Act may not legally be indemnified.

"***discretion***" means, when used with respect to any Director or any Member or Person, the sole and absolute discretion of such Person (taking into account the best interests of the Members) unless otherwise specifically provided herein.

"***Doctor Owners***" has the meaning set forth in the Recitals.

"***Dr. Lowder***" has the meaning set forth in the Recitals.

"***Drag-Along Right***" has the meaning set forth in Section 10.4(a).

"***Drag-Along Consideration***" has the meaning set forth in Section 10.4(d).

"***Drag-Along Sale***" has the meaning set forth in Section 10.4(a).

"***Drag-Along Seller***" has the meaning set forth in Section 10.4(a).

"***Early Departure***" means the voluntary resignation of a Repurchase Member's employment with the Company Group prior to the third anniversary of the date on which such Repurchase Member acquired Common Class B Units or Common Class C Units, as applicable, without Good Reason.

"***Equity Securities***" means any common, preferred or other capital stock of, or any general or limited partnership interests or limited liability company interests in, or any right to participate in the profit and losses of, any Person and any warrants, rights, convertible securities or options to purchase, subscribe for or to convert any Security evidencing debt for any of the foregoing or for any such warrant, right, convertible security or option.

"***Fair Market Value***" means (a) with respect to Marketable Securities (i) that are primarily traded on a securities exchange or securities market, the value of the last sale price as recorded on the securities exchange or securities market on which such securities primarily are traded (ii) that are not listed on an exchange or securities market, or Securities for which there were no recent or relevant transactions, may be valued at the average of the most recent "bid" and "ask" price; and (iii) for which recent market quotations are not readily available, the value determined in accordance with clause (c) below, (b) with respect to the value of the Company determined by the Board of Directors in good faith considering all factors, information and data deemed by the Board of Directors to be pertinent, the price at which the Company, taken as a whole, and on a "going concern" basis, based on the same methodology used by Varsity Management in connection with its periodic reporting on the value of its holdings to its investors,

(c) with respect to any Securities in the Company, the value the holder of such Securities would receive in connection with a sale of all of the assets of the Company at a value determined pursuant to clause (b) of this definition with the proceeds of such sale distributed to the Members in accordance with Section 8.2 and (d) with respect to any Company Asset, other than cash and Marketable Securities, the price determined by the Board of Directors in good faith at which such Company Asset would be sold in an arm's-length transaction between a willing and able buyer and a willing and able seller, both of which are well informed about such Company Asset, and neither of which is an Affiliate of the other or under any compulsion to buy or to sell, based on market conditions prevailing at the time, and without any discounts for illiquidity or ownership of a minority interest.

"***Fault Termination***" means the termination of a Repurchase Member as an employee of the Company Group upon the happening of any of the following events: (a) such Repurchase Member is terminated with Cause by the Company Group; (b) such Repurchase Member ceases to be employed by the Company Group at a time when Cause existed; (c) such Repurchase Member commits any act of theft or dishonesty that is of a nature materially injurious to the Company Group; or (d) such Repurchase Member commits fraud with respect to the Company Group, or their respective businesses.

"***Fiscal Year***" means (a) the period commencing upon the formation of the Company and ending on December 31, 2015 or (b) any subsequent 12-month period commencing on January 1 and ending on December 31.

"***Gilroy***" has the meaning set forth in the Preamble.

"***Good Reason***" has the meaning ascribed to the term "Good Cause" in such Repurchase Member's employment agreement with the Company Group or, if there is no such employment agreement, any of the following (a) the Company Group materially reduces the base salary of such Repurchase Member to be provided to him or her pursuant to such Repurchase Member's employment agreement with the Company Group, in accordance with such employment agreement; or (b) such Repurchase Member is required to perform services more than fifty (50) miles from the primary location at which such Repurchase Member performs services as of the date such Repurchase Member first acquired Common Units, as applicable, (provided, however, that for any Repurchase Member to terminate his or her employment for "Good Reason": (w) he or she must reasonably determine in good faith that a Good Reason condition has occurred, (x) he or she must notify the Company Group in writing within 45 days of the date he or she becomes aware of the event that would allow him or her to terminate employment for Good Reason, with such notice setting forth such event in reasonable detail; (y) the event must remain uncorrected by the Company Group for 90 days following its receipt of such notice, and he or she has cooperated in good faith with the Company Group's efforts to cure such condition; and (z) such termination must occur within 45 days after the expiration of such 90-day period).

"***Governmental Approval***" means an authorization, consent, approval, permit, license or exemption of, registration or filing with, or report or notice to, any Governmental Authority.

"***Governmental Authority***" means any nation or government, any state or other political subdivision thereof and any entity exercising executive, legislative, judicial, regulatory or

administrative functions of or pertaining to government, including any government authority, agency, department, board, commission or instrumentality of the United States, of any state of the United States or any political subdivision thereof, and any tribunal or arbitrator(s) of competent jurisdiction.

"*Gross Asset Value*" means, with respect to any asset, the asset's adjusted basis for federal income tax purposes, except as follows:

(a) The initial Gross Asset Value of any asset contributed by a Member to the Company shall be the gross Fair Market Value of such asset on the date of contribution, as determined by the Board of Directors.

(b) The Gross Asset Values of all Company Assets immediately prior to the occurrence of any event described in subsections (i) through (v) hereof shall be adjusted to equal their respective gross Fair Market Values, as determined by the Board of Directors, as of the following times:

(i) the acquisition of an interest in the Company by a new or existing Member in exchange for more than a de minimis Capital Contribution, if the Board of Directors reasonably determines that such adjustment is necessary or appropriate to reflect the relative economic interests of the Members in the Company;

(ii) the distribution by the Company to a Member of more than a de minimis amount of Company Assets as consideration for an interest in the Company, if the Board of Directors reasonably determines that such adjustment is necessary or appropriate to reflect the relative economic interests of the Members in the Company;

(iii) the issuance of an interest in the Company (other than a de minimis interest) as consideration for the provision of services to or for the benefit of the Company, if the Board of Directors reasonably determines that such adjustment is necessary or appropriate to reflect the relative economic interests of the Members in the Company;

(iv) the liquidation of the Company within the meaning of Treasury Regulations Section 1.704-1(b)(2)(ii)(g); and

(v) at such other times as the Board of Directors shall reasonably determine necessary or advisable in order to comply with Treasury Regulations Sections 1.704-1(b) and 1.704-2.

(c) The Gross Asset Value of any Company Asset distributed to a Member shall be the gross Fair Market Value of such asset on the date of distribution as determined by the Board of Directors.

(d) The Gross Asset Values of Company Assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Code Section 734(b) or Code Section 743(b), but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Treasury Regulations Section 1.704-

1(b)(2)(iv)(m); provided, however, that Gross Asset Values shall not be adjusted pursuant to this clause (d) to the extent that the Board of Directors reasonably determines that an adjustment pursuant to clause (b) is necessary or appropriate in connection with a transaction that would otherwise result in an adjustment pursuant to this clause (d).

(e) If the Gross Asset Value of an asset has been determined or adjusted pursuant to paragraphs (a), (b) or (d) above, such Gross Asset Value shall thereafter be adjusted by the Depreciation taken into account with respect to such asset for purposes of computing Net Income and Net Loss (and not the depreciation, amortization or other cost recovery deductions allowable with respect to that asset for federal income tax purposes).

"*Group*" has the meaning set forth in the Preamble.

"*Immediate Family*" means any child, stepchild, parent, stepparent, spouse or sibling of a person.

"*Indemnified Person*" means, with respect to any act or omission that gives rise to a claim for indemnification under Article XIII of this Agreement, (a) the Board of Directors, each accountant, attorney and other agent of the Board of Directors, (b) any of the Officers of the Company, and (c) the Members and their Affiliates.

"*Independent Director*" has the meaning set forth in Section 6.1(a)(ii).

"*Indirect Transfer*" means, with respect to a Person, any sale, transfer, assignment, hypothecation, encumbrance, pledge or other disposition, directly or indirectly, of the equity securities of such Person or any interests therein.

"*Involuntary Transfer*" means, with respect to Common Class B Units or Common Class C Units, any involuntary Transfer, proceeding or action (other than a Transfer to a Common Permitted Transferee or Preferred Permitted Transferee) by or in which a Repurchase Member is deprived or divested of any right, title or interest in or to any Common Class B Units or Common Class C Units, as applicable, including any seizure under levy of attachment or execution, any Transfer in connection with a foreclosure upon a pledge, any entry of any order for relief or Transfer in connection with bankruptcy (whether pursuant to the filing of a voluntary or an involuntary petition under the Federal Bankruptcy Code of 1978, or any modifications or revisions thereto, or other similar bankruptcy or insolvency laws), or any other court proceeding to a debtor in possession, trustee in bankruptcy or receiver or other officer or agency, any Transfer to a state or to a public officer or agency pursuant to any statute pertaining to escheat or abandoned property, or any Transfer pursuant to a separation agreement or divorce, equitable or community or marital property distribution, judicial decree or other court order relating to the division or partition of property between spouses.

"*Involuntary Transferee*" has the meaning set forth in Section 10.2(e)(i).

"*Investment Company Act*" means the Investment Company Act of 1940, as amended from time to time, and any successor statute thereto.

"*Investor Business Opportunity*" means any matter, transaction or interest that is presented to or acquired, created or developed by, or which otherwise comes into the possession of, Varsity, Gilroy or any Director appointed by Varsity, unless such matter, transaction or interest is presented to, or acquired, created or otherwise developed by, or otherwise comes into the possession of, such Director expressly and solely in such Director's capacity as a Director.

"*Legal Representative*" means any legal representative of a Person, including in the event of a Member's death, the personal representative or other Person authorized by his or her estate to make decisions on behalf of such estate, and, if different, shall include the Persons with power and authority with respect to the Membership Units that are owned by the Member.

"*Lien*" means, as to any Person, any mortgage, lien, pledge, adverse claim, charge, security interest or other encumbrance in, or any interest or title of any vendor, lessor, lender or other secured party to or of such Person under any conditional sale or other title retention agreement or capital lease with respect to, any property or asset owned or held by such Person, or the signing or filing of a financing statement which names such Person as debtor, or the signing of any security agreement authorizing any other party as the secured party thereunder to file any financing statement.

"*Marketable Securities*" means Securities that are (a) traded on an established U.S. or non-U.S. securities exchange or (b) reported through the National Association of Securities Dealers, Inc. Automated Quotation System, and in each case that are not subject to material legal or contractual restrictions on transferability.

"*Member*" means, at a specific time, a Person holding Membership Units who has acquired such Membership Units in accordance with the provisions hereof, acting in the capacity of a member of the Company, and "*Members*" means, at such specific time, all of such Persons, collectively, acting in their capacities as members of the Company.

"*Member Minimum Gain*" means an amount, with respect to each Member Nonrecourse Debt, equal to the Company Minimum Gain that would result if such Member Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Treasury Regulations Section 1.704-2(i).

"*Membership Interest Control Agreement*" has the meaning set forth in the Recitals.

"*Membership Units*" means the Common Units, the Preferred Units, any securities into which such Common Units or Preferred Units shall have been changed or any Equity Securities resulting from any reclassification or recapitalization of such Common Units or Preferred Units, and all other Equity Securities of any class or classes (however designated), the holders of which have the right, without limitation as to amount, after payment on any Equity Securities entitled to a preference on dividends or other distributions upon any dissolution, liquidation or winding-up, either to all or to a share of the balance of payments upon such dissolution, liquidation or winding-up.

"*Minimum Price Per Unit*" means an amount equal to (a) the aggregate amount the Selling Member is entitled to receive pursuant to Section 8.2(a) and Section 8.2(b) as of the date of the Tag-Along Sale with respect to all Preferred Units owned by the Selling Member on such

date divided by (b) the total number of Preferred Units owned by such Selling Member on such date.

"*Net Cash Available for Distribution*" means all cash available for distribution by the Company, as determined in the good faith discretion of the Board of Directors in excess of amounts retained by the Company for other purposes, including: (a) to pay Company expenses, (b) to fund reserves, (c) to fund anticipated payments on indebtedness of the Company, (d) to fund any anticipated acquisitions and (e) to pay any required tax withholdings.

"*Net Income*" or "*Net Loss*" means an amount equal to the Company's taxable income or loss with respect to applicable investments or activity, determined in accordance with the principles of Code Section 703(a) (for this purpose, all items of income, gain, loss or deduction or expense required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the following adjustments, it being the intention not to duplicate any item of income or loss:

(a) any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing Net Income or Net Loss pursuant to this definition of Net Income or Net Loss shall be taken into account in computing such Net Income or Net Loss;

(b) any expenditures of the Company described in Code Section 705(a)(2)(B), or treated as Code Section 705(a)(2)(B) expenditures pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(i), and not otherwise taken into account in computing Net Income or Net Loss pursuant to this definition of Net Income or Net Loss shall be taken into account in computing such Net Income or Net Loss;

(c) in the event the Gross Asset Value of any Company Asset is adjusted pursuant to subparagraph (b) or subparagraph (c) of the definition of Gross Asset Value, the amount of such adjustment shall be taken into account as gain or loss from the disposition of such asset for purposes of computing Net Income or Net Loss;

(d) gain or loss resulting from any disposition of any Company Asset with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Gross Asset Value of the Company Asset disposed of, notwithstanding that the adjusted tax basis of such Company Asset differs from its Gross Asset Value;

(e) to the extent an adjustment to the adjusted tax basis of any Company Asset pursuant to Code Section 734(b) is required pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m)(4) to be taken into account in determining Capital Accounts as a result of a distribution other than in liquidation of a Member's interest in the Company, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases the basis of the asset) from the disposition of the asset and shall be taken into account for purposes of computing Net Income or Net Loss;

(f) in lieu of the depreciation, amortization and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation; and

(g) notwithstanding any other provision of this definition of Net Income or Net Loss, any items which are specially allocated pursuant to Article IX hereof shall not be taken into account in computing Net Income or Net Loss.

The amounts of the items of Company income, gain, loss, deduction or expense available to be specially allocated pursuant to Article IX hereof shall be determined by applying rules analogous to those set forth in this definition of Net Income or Net Loss.

"*New Membership Units*" has the mean set forth in Section 10.3(a).

"*No Fault Termination*" means the termination of a Repurchase Member's employment with the Company Group by the Company Group other than a Fault Termination.

"*Nonrecourse Debt*" has the meaning set forth in Section 1.704-2(b)(4) of the Treasury Regulations.

"*Nonrecourse Deduction*" has the meaning specified in Treasury Regulations Sections 1.704-2(b)(1) and 1.704-2(c).

"*Nonrecourse Liability*" has the meaning specified in Treasury Regulations Sections 1.704-2(b)(3) and 1.752-1(a)(2).

"Offer Notice" has the meaning set forth in Section 10.5(a).

"Offeree" has the meaning set forth in Section 10.5(a).

"*Officers*" has the meaning set forth in Section 6.2(a).

"*Original Cost*" means with respect to any Membership Unit One Hundred Dollars ($100).

"*Percentage Interest*" means, with respect to each Member, an amount equal to the product of (a) the quotient obtained by dividing the number of Membership Units owned of record by such Member by the aggregate number of issued and outstanding Membership Units at such time, and (b) 100, expressed as a percentage.

"*Person*" means a company, a corporation, an association, a partnership, a limited liability company, an organization, a joint venture, a trust or other legal entity, an individual, a government or political subdivision thereof or a governmental agency.

"*Preemptive Member*" has the meaning set forth in Section 10.3.

"*Preemptive Offer Notice*" has the meaning set forth in Section 10.3(a).

"*Preemptive Percentage Interests*" means, with respect to each Preferred Member or a Common Class A Member, an amount equal to the product of (a) the quotient obtained by dividing the number of Preferred Units or Common Class A Units owned of record by such Preferred Member or Common Class A Member, as applicable, by the aggregate number of

issued and outstanding Preferred Units and Common Class A Units at such time, and (b) 100, expressed as a percentage.

"***Preferred Directors***" has the meaning set forth in Section 6.1(a)(ii).

"***Preferred Member(s)***" means the holders of the Preferred Units.

"***Preferred Percentage Interest***" means, with respect to each Preferred Member, an amount equal to the product of (a) the quotient obtained by dividing the number of Preferred Units owned of record by such Preferred Member by the number of issued and outstanding Preferred Units at such time, and (b) 100, expressed as a percentage.

"***Preferred Permitted Transferee***" means any Person that is an Affiliate of a Preferred Member.

"***Preferred Units***" has the meaning set forth in Section 4.2.

"***Proceeding***" has the meaning set forth in Section 13.2(a).

"***Profits Interest Member***" a Member that is granted Common Class C Units in exchange for services, with such grant intended to qualify as a "profits interest" within the meaning of Revenue Procedure 93-27 and Revenue Procedure 2001-43.

"***Purchaser***" has the meaning set forth in Section 10.4(a).

"***Qualifying Resignation***" means, with respect to a Repurchase Member, the termination of such Repurchase Member as an employee of the Company Group upon the happening of any of the following events: (a) the resignation of such Repurchase Member from his or her employment with the Company Group with Good Reason; or (b) the resignation of such Repurchase Member's employment with the Company Group for any reason at any time after the third anniversary of the date on which such Repurchase Member acquired Common Class B Units or Common Class C Units; provided, however, that such resignation is not as a result of a pending or threatened Fault Termination or No Fault Termination.

"***Regulatory Allocations***" has the meaning specified in Section 9.2(f).

"***Restricted Period***" has the meaning specified in Section 5.9(a).

"***Restricted Territory***" has the meaning specified in Section 5.9(a).

"***Revised Partnership Audit Procedures***" means the provisions of Subchapter C of Subtitle A, Chapter 63 of the Code, as amended by the Bipartisan Budget Act of 2015, P.L. 114 74 (together with any subsequent amendments thereto, Treasury Regulations promulgated thereunder, and published administrative interpretations thereof).

"***Repurchase Members***" means holders of Common Class B Units and Common Class C Units.

"*Securities*" means capital stock, limited or general partnership interests, limited liability company interests, bonds, notes, debentures and other obligations, investment contracts and other instruments or evidences of indebtedness commonly referred to as securities and any rights, warrants and options related thereto.

"*Securities Act*" means the Securities Act of 1933, as amended from time to time, and any successor statute thereto.

"Selling Member" has the meaning set forth in Section 10.5(a).

"*Services Company*" has the meaning set forth in the Recitals.

"*Subsequent Transferee"* has the meaning set forth in Sections 4.8(f).

"*Subsidiary*" means, with respect to any specified Person, any other Person of which such specified Person, directly or indirectly through one or more Subsidiaries, (a) owns 50% or more of the outstanding Equity Securities entitled to vote generally in the election of the board of directors or similar governing body of such other Person, or (b) has the power to generally direct the business and policies of that other Person, whether by contract or as a general partner, managing member, manager, joint venturer, agent or otherwise.

"Tag-Along Acceptance" has the meaning set forth in Section 10.5(b).

"*Tag-Along Consideration*" has the meaning set forth in Section 10.5(d).

"Tag-Along Offer" has the meaning set forth in Section 10.5(a).

"Tag-Along Period" has the meaning set forth in Section 10.5(b).

"Tag-Along Sale Price" has the meaning set forth in Section 10.5(a).

"Tag-Along Units" has the meaning set forth in Section 10.5(c).

"*Tax Liability Distribution*" has the meaning set forth in Section 8.3(a).

"*Tax Matters Member*" means Varsity.

"*Threshold Amount*" an amount designated, with respect to any grant of Common Class C Units to a Profits Interest Member, which amount shall be determined by the Board of Directors to be no less than the amount that would be distributed to all Members, at the date of such grant, were the Company at such date to sell all of its assets for Fair Market Value (including good will and going concern value) and liquidate.

"*Transfer*" has the meaning set forth in Section 10.2(a) of this Agreement. The terms "*Transferring*," "*Transferor*," "*Transferred*," and "*Transferee*" have meanings correlative to the meaning of "Transfer."

"*Treasury Regulations*" means the permanent and temporary regulations promulgated by the U.S. Treasury Department under the Code, as such regulations may be amended from time to time.

"*Varsity*" has the meaning set forth in the Preamble.

"*Varsity Management*" has the meaning set forth in the Recitals.

"*Varsity Management Services Agreement*" has the meaning set forth in the Recitals.

Section 1.2 Headings. The headings and subheadings in this Agreement are included for convenience and identification only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof. The definitions in this Article I shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require in this Agreement or any Exhibit hereto, any pronoun shall include the corresponding masculine, feminine and neuter forms. When utilized in this Agreement or any Exhibit hereto, (a) the words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation"; and (b) the words "hereof", "herein", and "hereunder" and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement as a whole and not to any particular provision of this Agreement

ARTICLE II.
FORMATION AND TERM

Section 2.1 Formation. The Company was formed on December 8, 2015 as a Delaware limited liability company by the execution and filing of the Certificate with the Secretary of State of the State of Delaware under and pursuant to the Delaware Act. The Board of Directors shall cause to be executed all necessary certificates and documents, and shall make all such filings and recordings, and shall cause to be done all other acts as may be necessary or appropriate from time to time to comply with all requirements for the continued existence and operation of a limited liability company in the State of Delaware. The rights, powers, duties, obligations and liabilities of the Members (in their respective capacities as such) shall be determined pursuant to the Delaware Act and this Agreement. To the extent that the rights, powers, duties, obligations and liabilities of any Member (in its capacity as such) are different by reason of any provision of this Agreement than they would be in the absence of such provision, this Agreement shall, to the extent permitted by the Delaware Act, control.

Section 2.2 Name. The name of the Company shall be "Family Care Partners Holdings LLC". The business of the Company may be conducted upon compliance with all Applicable Laws under any other name designated by the Board of Directors.

Section 2.3 Term. The term of the Company will commence on the date of the filing of the Certificate in the office of the Secretary of State of the State of Delaware and will continue until dissolution in accordance with ARTICLE XIV of this Agreement.

Section 2.4 Registered Office and Registered Agent. The Board of Directors shall designate a registered agent and office within the State of Delaware. At any time, the Board of Directors may designate an alternate registered office or registered agent.

Section 2.5 Principal Place of Business. The principal place of business of the Company shall be at such place as the Board of Directors may designate from time to time, which need not be in the State of Delaware, and the Company shall maintain its books and records at such principal place of business. The Company may have such other offices (within or without the State of Delaware) as the Board of Directors may designate from time to time.

Section 2.6 Qualification in Other Jurisdictions. The Company will be qualified, formed or registered under assumed or fictitious name statutes or similar laws in any jurisdiction in which the Company transacts business in which such qualification, formation or registration is required or desirable. The Board of Directors will cause to be executed, delivered and filed any certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in a jurisdiction in which the Company may wish to conduct business.

ARTICLE III.
PURPOSE, POWERS AND OPERATION OF THE COMPANY

Section 3.1 Purpose. The Company was formed to carry on any lawful business, purpose or activity as the Board of Directors may determine. The Company shall possess and may exercise all of the powers and privileges granted by the Delaware Act or by any other Applicable Law, together with any powers incidental thereto, which are necessary or convenient for the conduct, promotion or attainment of the business, purposes or activities of the Company. Notwithstanding anything herein to the contrary, nothing set forth herein shall be construed as authorizing the Company to possess any purpose or power, or to do any act or thing, forbidden by Applicable Law to a limited liability company organized under the laws of the State of Delaware.

Section 3.2 Powers of the Company. Subject to the provisions of this Agreement, (a) the Company may, execute, deliver and perform any and all contracts and engage in all activities and transactions necessary or advisable to carry out the foregoing purpose, all without any further act, vote or approval of any Member and (b) the Board of Directors may authorize any Person (including any Member or Officer) to execute, deliver and perform any contract and engage in all activities and transactions necessary or advisable to carry out the foregoing purpose on behalf of the Company.

Section 3.3 No State-Law Partnership. The Members intend that the Company shall not constitute or be treated as a partnership (including a limited partnership) or joint venture, and that no Member or Officer shall be a partner or joint venturer of any other Member or Officer, for any purposes other than federal, and if applicable, state and local income tax purposes, and this Agreement shall not be construed to the contrary. Notwithstanding the immediately preceding sentence, the Members intend that the Company shall be treated as a partnership for federal tax and, if applicable, state and local income tax purposes, and each Member and the Company shall file all tax returns, and otherwise take all tax and financial reporting positions, in a manner consistent with such treatment. Neither the Members nor the Company shall make any election under Treasury Regulations Section 301.7701-3, or any comparable provisions of state or local law, to treat the Company as an entity other than a partnership for federal tax or state or local income tax purposes.

ARTICLE IV.
CAPITAL CONTRIBUTIONS; CAPITAL CALLS; CAPITAL ACCOUNTS

Section 4.1 Members and Capital Contributions.

(a) The name, address, initial Capital Contribution and Membership Units of each Member are set forth on Exhibit A attached hereto.

(b) No additional Capital Contributions by any Member shall be required in respect of their Membership Units after the issuance thereof without the consent of such Member.

(c) Except as otherwise permitted by the Board of Directors, (i) all Capital Contributions by any Member shall be payable in cash and (ii) Capital Contributions shall be payable in one instalment and shall be paid prior to the date of the proposed acceptance of the contribution.

Section 4.2 Member's Interest. Interests in the Company shall be represented solely by Membership Units. The Membership Units shall be divided among various classes (hereinafter collectively, "***Classes***", and individually, "***Class***"). As of the date hereof, the Company has created the following Classes: Common Class A Units ("***Common Class A Units***"), Common Class B Units ("***Common Class B Units***"), Common Class C Units ("***Common Class C Units***") and Preferred Units ("***Preferred Units***"). The rights, preferences, powers, qualifications, limitations and restrictions of each Class of Membership Units shall be as set forth in this Agreement (as may be amended from time to time). The Board of Directors has the right to create additional Classes of Membership Units with different terms and conditions, including terms that are senior to or *pari pasu* with other Classes. A Member's Membership Units will for all purposes be personal property. A Member has no interest in specific Company property.

Section 4.3 Status of Capital Contributions.

(a) Except as otherwise expressly provided or permitted in this Agreement, no Member shall have any right to the return of such Member's Capital Contribution, or any other amounts or capital from the Company, nor shall any Member have any right to receive any property from the Company other than cash, except as otherwise provided in this Agreement. Further, no return of a Member's Capital Contributions will be made hereunder if such distribution would violate Applicable Law. Under circumstances requiring a return of any Capital Contributions, no Member will have the right to demand or receive property other than cash, except as may be specifically provided in this Agreement.

(b) No Member will receive any interest, salary or drawing with respect to its Capital Contributions or its Capital Account or for services rendered on behalf of the Company or otherwise in its capacity as a Member, except as otherwise specifically provided in this Agreement or in any other written agreement entered into by the Company and such Member. No provision set forth in this Agreement shall be construed as conferring upon any Member the right to employment by the Company.

Section 4.4 Capital Accounts. A Capital Account shall be established and maintained for each Member in accordance with the terms of this Agreement.

Section 4.5 Withdrawals and Returns of Capital. No Member shall be entitled to withdraw or receive any return of, or demand the return of, its Capital Contribution, or any other assets or capital, from the Company, including any property or cash, except as otherwise expressly provided in this Agreement. No Member shall have priority over any other Member as to the return of the amount of its Capital Contribution to the Company on its liquidation, other than as set forth in this Agreement.

Section 4.6 Advances. If any Member advances or loans any funds to the Company in excess of its Capital Contributions, (a) the amount of such advance will neither increase its Capital Account nor entitle it to any increase in its share of the distributions of the Company, (b) any such advance will be payable and collectible only out of Company Assets, and the other Members will not be personally obligated to repay any part thereof, and (c) such Member will not have or acquire, as a result of making such advance or loan, any direct or indirect interest in the profits, capital or property of the Company, other than as a creditor.

Section 4.7 Creditors Not Benefited. The provisions of this Agreement are intended to benefit only the Company, the Board of Directors, the Members and their respective permitted successors and assigns and the Indemnified Persons. It is not intended that these provisions benefit, and such provisions are not enforceable by, any creditors of the Company, the trustee in bankruptcy of the Company or any other Persons (other than the members of the Board of Directors, the Members and their respective permitted successors and assigns and the Indemnified Persons).

Section 4.8 Company Purchase Rights.

(a) Fault Termination. In the event of a Fault Termination of a Repurchase Member, all of the Common Units then held by such Common Member shall automatically be forfeited and cancelled without payment.

(b) Early Departure.

(i) Common Class B Members. In the event of an Early Departure of a Common Class B Member, the Company shall have the option for a period of 365 days following such Early Departure to purchase from such Common Class B Member all or a portion of the Common Class B Units then held by such Common Class B Member at a price per Common Class B Unit equal to the lower of (i) the Fair Market Value of such Common Class B Units and (ii) the Original Cost of such Common Class B Units.

(ii) Common Class C Members. In the event of an Early Departure of a Common Class C Member (A) holding vested Common Class C Units, the Company shall have the option for a period of 365 days following such Early Departure to purchase from such Common Class C Member all or a portion of the vested Common Class C Units then held by such Common Class C Member at a price per vested Common Class C Units equal to the lower of (x) the Fair Market Value of such vested Common Class C Units and (y) the Original Cost of such vested Common Class C Units and (B) holding

unvested Common Class C Units, all of the unvested Common Class C Units then held by such Common Class C Member shall automatically be forfeited and cancelled without payment.

(c) No Fault Termination. In the event of a No Fault Termination of a Repurchase Member, the Company shall have the option for a period of 365 days following such No Fault Termination to purchase from such Repurchase Member all or a portion of the Common Class B Units or vested Common Class C Units, as applicable, then held by such Repurchase Member at a price per Common Class B Unit or vested Common Class C Unit, as applicable, equal to the Fair Market Value of such Common Class B Units or vested Common Class C Units, as applicable; provided that, in the event of a No Fault Termination of a Common Class C Member holding unvested Common Class C Units, all of the unvested Common Class C Units then held by such Common Class C Member shall automatically be forfeited and cancelled without payment.

(d) Termination due to Death, Disability, or Qualifying Resignation. In the event of the death, Disability or Qualifying Resignation of any Repurchase Member, the Company shall have the option for a period of 365 days following such death, Disability, or Qualifying Resignation to purchase from such Repurchase Member all or a portion of the Common Class B Units or vested Common Class C Units then held by such Repurchase Member, as applicable, at a price per Common Class B Unit or vested Common Class C Unit, as applicable, equal to the Fair Market Value of such Common Class B Unit or vested Common Class C Unit, as applicable; provided that, in the event of the death, Disability or Qualifying Resignation of a Common Class C Member holding unvested Common Class C Units, all of the unvested Common Class C Units then held by such Common Class C Member shall automatically be forfeited and cancelled without payment.

(e) Procedure for Purchase or Forfeiture. The Company shall exercise its rights under Section 4.8(a), 4.8(b), 4.8(c) and 4.8(d), by delivery of a notice to exercise (the "*Company Notice*") to the Repurchase Member(s) whose Common Class B Units or Common Class C Units, as applicable, are to be purchased pursuant to Section 4.8(a), 4.8(b), 4.8(c) and 4.8(d) to any Subsequent Transferee (as defined below), which notice shall include the number of Common Class B Units or Common Class C Units, as applicable, to be purchased. At the closing of any purchase pursuant to Section 4.8(a), 4.8(b), 4.8(c) and 4.8(d) (such purchase, a "*Company Purchase Right*"), which shall take place on such date (not later than 90 days after the delivery of the Company Notice) as the Company shall select, the Repurchase Member(s) and any Subsequent Transferee, as applicable, shall deliver instruments of transfer in form and substance reasonably satisfactory to the Company, duly executed by the applicable Repurchase Member(s) or such Subsequent Transferee, against delivery of the purchase price. The purchase price for such Common Units shall be payable, at the Company's option, in cash, check or wire transfer or with a subordinated note with a two (2) year term, which note shall be on terms reasonably acceptable to all parties. The closing of any forfeiture of any Common Class B Units or Common Class C Units, as applicable, pursuant to Section 4.8(a), 4.8(b), 4.8(c) and 4.8(d) shall take place on such date that the Company has exercised (or deemed to have exercise) such forfeiture right and shall be automatically effected without any further action by any party.

(f) Application to Subsequent Transferees. For purposes of this Section 4.8, any Common Class B Units or Common Class C Units originally issued to any of the Repurchase Members that are subsequently Transferred to any Person (other than to the Company or Varsity) pursuant to an Involuntary Transfer or otherwise in accordance with this Agreement (a "*Subsequent Transferee*") shall be deemed to be held by the transferring Repurchase Member and the repurchase provisions set forth in this Section shall continue to apply based on the employment of such transferring Repurchase Member; provided, that any amounts to be paid in respect of such Membership Units pursuant to this Section 4.8 shall be paid to the applicable Subsequent Transferee.

(g) Varsity Exit. Notwithstanding anything to the contrary contained in Section 4.8(a)-(f), in the event Varsity no longer holds Membership Units, the Company repurchase price for any Common Class B Units or vested Common Class C Units upon any termination event set forth in Section 4.8(a)-(e) shall be equal to the Fair Market Value of such Common Class B Units or vested Common Class C Units, as applicable.

ARTICLE V.
MEMBERS

Section 5.1 Powers of Members. Except as otherwise specifically provided by this Agreement or required by the Delaware Act, no Member will have the power to act for or on behalf of, or to bind, the Company. Without limiting the generality of the foregoing, except as specifically set forth in this Agreement or otherwise required by Applicable Law, the Members shall not be entitled to vote on any matter.

Section 5.2 Limited Liability of Members.

(a) No Member shall have any personal liability whatsoever in its capacity as a Member, whether to the Company, to any of the Members or to the creditors of the Company, for the debts, liabilities, contracts or any other obligations of the Company or for any losses of the Company; provided, however, that for the avoidance of doubt, nothing contained in this Agreement shall be construed to limit the personal liability of a Member to the Company, to any of the Members or to the creditors of the Company, for the liabilities or obligations arising under the Colonial Acquisition Agreement (including indemnification obligations thereunder). A Member shall be liable only to make the initial Capital Contributions in accordance with Section 4.1 and to return distributions distributed to such Member to the extent required by the Delaware Act and other Applicable Law if such distributions were made in violation thereof. Except as otherwise set forth in this Agreement, a Member shall not be required to lend any funds to the Company or to repay to the Company, any Member or any creditor of the Company all or any portion of any negative amount of such Member's Capital Account.

(b) Any return or repayment of a Member's Capital Contribution and any payment in respect of the Member's interest in the Company and any other amounts that may be due to a Member from the Company shall be made only from the Company Assets to the extent available therefor.

Section 5.3 Voting Rights of the Members.

(a) Notwithstanding any other provision of this Agreement to the contrary, actions or decisions with respect to any of the following matters or actions with respect to the Company or any of its Subsidiaries shall require the approval of Varsity:

(i) the creation of additional Classes of Membership Units with different preferences, terms and conditions, including terms that are senior to or *pari pasu* with other Classes;

(ii) the sale of all or a substantial portion of the assets of, any merger, consolidation, reorganization or recapitalization (including leveraged recapitalizations) of, acquisitions by, any tender offers by, liquidations or other similar transactions, or any sale of a majority of the Equity Securities of, the Company or any Subsidiary thereof;

(iii) any additional issuance, acquisition or sale of Equity Securities of the Company or any Subsidiary thereof (including stock options or other equity plans applicable to all management-level employees or any employees or consultants);

(iv) all decisions regarding the employment or termination of all executive management level employees of the Company or any Subsidiary thereof;

(v) other than with respect to Company's (and its wholly-owned Subsidiary's) obligations in respect of that certain Credit Agreement, dated as of the date hereof by and among Services Company, the other Loan Parties (as defined therein) party thereto, Freeport Financial Partners LLC, as Agent and Lead Arranger (as defined therein) and the Lenders (as defined therein) party thereto (as amended, restated, supplemented or otherwise modified from time to time) and any other Loan Documents (as defined therein) to which any of the Loan Parties is a party (provided that any amendment, restatement, supplement or other modification to such Credit Agreement or other Loan Document shall require Varsity's consent), any leveraged recapitalizations of Company or any financings, including financial indebtedness, by the Company or any Subsidiary thereof;

(vi) any financings, including financial indebtedness, by the Company or any Subsidiary thereof;

(vii) any amendment to, or waiver of any provision under, or the termination of, the Varsity Management Services Agreement, the Management Services Agreement or the Membership Interest Control Agreement;

(viii) any transactions with a Person related to any Common Member or any of their Affiliates, including fees for directorships;

(ix) any payment of indemnification expenses incurred by the Company or any Subsidiary thereof other than (A) payments to any Director of the Company or any Subsidiary thereof, (B) payments of amounts not in excess of 10% of EBITDA or (C) payments pursuant to existing contractual obligations;

(x) initiating any material legal or regulatory action or proceeding with respect to the Company or any Subsidiary thereof that is reasonably expected to result in liability to the Company or any Subsidiary thereof;

(xi) entry by the Company or any Subsidiary thereof into any material new lines of business;

(xii) entry by the Company or any Subsidiary thereof into any contract reasonably expected to impact EBITDA by more than 10%, either in its initial year or in any of the subsequent five (5) years; or

(xiii) any distributions to the Members pursuant to Section 8.2.

(b) Other than (i) in accordance with to Section 5.3(a) and (ii) any provision of this Agreement requiring the Consent or approval of a Member in its individual capacity (as compared to a class or group of Members), the business and affairs of the Company and each Subsidiary thereof shall be run by the Board of Directors and the Members shall have no Consent rights.

Section 5.4 Partition. Each Member waives any and all rights that it may have to maintain an action for partition of the Assets.

Section 5.5 Certificates. A Member's interest will not be certificated unless otherwise determined by the Board of Directors.

Section 5.6 Nondisclosure.

(a) Each Member acknowledges that such Member, while being a Member of the Company, will have access to confidential and proprietary information of the Company, including statistical, personal, patient and client information, private information concerning Colonial and the Company and their respective Affiliates (including Services Company), historical and financial information, business strategies, operating data, organizational and cost structures, product descriptions, pricing information, technology, know-how, processes, software, databases, trade secrets, contracts and other proprietary information (collectively, "*Confidential Information*"). Notwithstanding the foregoing, "Confidential Information" shall not include information (i) which is or becomes part of the public knowledge or literature, not as a result of any breach of the provisions of this Agreement or (ii) which is lawfully disclosed, without any restriction on additional disclosure, to the receiving Person by a third party who is free lawfully to disclose the same.

(b) Except as required by law or judicial order, each Member, while being a Member of the Company or at any time thereafter, shall not directly or indirectly, use Confidential Information in any way (including for such Member's own private or commercial purposes) or disclose Confidential Information to, or discuss Confidential Information with, any other Person; provided, however, that notwithstanding the foregoing (i) Members shall be permitted to use Confidential Information in connection with (A) his or her service as an employee, Officer and/or Director of the Company and/or its Subsidiaries and (B) the evaluation of his, her or its investment in the Company and (ii) Members shall be permitted to disclose

Confidential Information (1) to those Directors, Members, Officers, employees or agents of the Company or its Subsidiaries whose access to such information is reasonably necessary in connection with the operation of the Company as contemplated under this Agreement and (2) with respect to each Member that is not an individual, those Directors, members, officers, employees, agents or limited partners of such Member whose access to such information is reasonably necessary in connection with the operation of such Member; provided that the party disclosing any Confidential Information pursuant to clause (ii)(2) shall (x) be required to inform the Person to whom such information is disclosed that such Confidential Information is subject to this Section 5.6 and that such Person is responsible to comply with this Section 5.6 as if such Person was a Member and (y) be responsible for any use or disclosure by such Person of the Confidential Information that would be in violation of this Section 5.6 if a Member had so used or disclosed such Confidential Information.

(c) Each Member acknowledges and agrees that the Company and the other Members may be harmed irreparably by a violation of this Section 5.6, that the Company's remedies at law for any breach or threat of breach of the provisions of this Section 5.6 shall be inadequate, and that the Company shall be entitled to an injunction or injunctions to prevent breaches of this Section 5.6 and to enforce specifically the terms and provisions hereof, in addition to any other remedy to which the Company may be entitled at law or in equity. Each Member hereby agrees to waive any requirement for the securing or posting of any bond in connection with such remedy. The provisions of this Section 5.6 shall survive any termination of this Agreement and, with respect to any Member, the date on which such Member ceases to be a Member.

Section 5.7 Members Are Not Agents. The Members shall have no power to participate in the management of the Company except as expressly authorized by the Delaware Act, this Agreement (including Section 5.3) or the Certificate. No Member, acting solely in the capacity of a Member, is an agent of the Company nor does any Member, unless expressly and duly authorized in writing to do so by the Board of Directors, have any power or authority to bind or act on behalf of the Company in any way, to pledge its credit, to execute any instrument on its behalf or to render it liable for any purpose.

Section 5.8 Waiver of Corporate Opportunity. Each of the Members acknowledge and agree that (a) the Company hereby renounces any interest or expectancy in an Investor Business Opportunity, (b) the corporate opportunity doctrine (or any analogous doctrine) shall not apply with respect to Varsity, Gilroy or any of their respective Affiliates, directors, officers, employees, or holders of their respective Equity Securities with respect to Investor Business Opportunities and (c) none of Varsity, Gilroy or any of their respective Affiliates, directors, officers, employees or holders of their respective Equity Securities shall have any obligation to communicate or offer any Investor Business Opportunity to the Company or any Member thereof and may pursue any Investor Business Opportunity solely for its own account.

Section 5.9 Restrictive Covenants.

(a) Non-Compete. During the Restricted Period, no Common Member shall engage in a business, directly or indirectly, that provides services similar to and competitive with those services provided by the Company and its Subsidiaries in any manner whatsoever, within

the Restricted Territory. For purposes of this Agreement, "*Restricted Territory*" shall mean a geographic radius, as of the applicable date of determination, of forty-five (45) miles of any of the Company's or its Subsidiary's then offices and forty-five (45) miles of any locations in which the Company or any of its Subsidiaries provides services; provided, that after a Common Member ceases to own any Common Units, the Restricted Territory shall be determined as of the date the Common Member ceased to own any Common Units and "*Restricted Period*" shall mean the period commencing on the date such Common Member acquired Common Units and terminating on the two (2) year anniversary of the date in which such Common Member and its Affiliates cease to own any Common Units. For purposes of clarity, no Common Member shall be deemed to have breached the terms of this clause (a) solely as a result of providing medical and related health care services, the provision of which requires a professional license or other health care regulatory approval from a governmental authority.

(b) Non-Solicit. During the period commencing on the date a Common Member acquires Common Units and terminating on the two (2) year anniversary of the date in which such Common Member and its Affiliates cease to own any Common Units, a Common Member shall not, directly or indirectly, employ, cause to be employed or hired, recruit, solicit for employment or otherwise contract for the services of, any employees or independent contractors or former employees or independent contractors of the Company or any of its Subsidiaries.

ARTICLE VI.
MANAGEMENT

Section 6.1 The Board of Directors.

(a) Powers of the Board of Directors; Composition of the Board of Directors.

(i) Subject to the restrictions contained in this Agreement, including Section 5.3, the Board of Directors will manage the Company in accordance with this Agreement and will have full, exclusive and complete discretion to manage and control the business and affairs of the Company, to make all decisions affecting the business and affairs of the Company and to take all such actions as the Board of Directors deems necessary or appropriate to accomplish the purpose of the Company as set forth herein. All action required or permitted to be taken by the Company may be taken by the Board of Directors or by or at the direction of one or more Officers of the Company appointed pursuant to the provisions hereof, who will be subject to the supervision, direction and control of the Board of Directors. Subject to Section 5.3, the Board of Directors will have the power and authority to direct the Officers to, and the Officers will upon such direction by the Board of Directors, take such action as the Board of Directors deems proper, convenient or advisable to carry on the business and purposes of the Company and to exercise any and all of the powers of the Company set forth in Section 3.2 and, consistent with such direction, will have the authority to bind the Company. The Board of Directors shall manage the Company in accordance with Applicable Law and in a manner that it reasonably believes to be prudent and consistent with its fiduciary and other duties.

(ii) The Board of Directors shall consist of up to seven Directors (unless otherwise determined by the vote of the Board of Directors). The Directors shall be designated as follows: up to four Directors shall be designated by Varsity (the "***Preferred Directors***"); Dr. Lowder shall be designated as a Director so long as Dr. Lowder remains an employee of the Company Group (the "***Common Director***"); one Director may be designated by the Preferred Directors, after consultation with the Common Director; provided that such Director shall not be an Affiliate of Varsity (the "***Independent Director***"); and the Chief Executive Officer of the Company shall be designated as a Director. The initial Directors are set forth on Exhibit B.

(b) Meetings; Quorum; Proxies; Action by the Board of Directors at a Meeting.

(i) Meetings of the Board of Directors shall take place from time to time, but not less frequently than once each fiscal quarter at the offices of the Company or at such other location as may be determined by the Board of Directors. Meetings of the Board of Directors may only be called by any Preferred Director or by the Chairman of the Board of Directors. Written notice of every meeting of the Board of Directors or any committees thereof shall be given to each Director at least four (4) calendar days prior to the date of such meeting. Such notice need not state the purpose or purposes of, nor the business to be transacted at, such meeting, except as may otherwise be required by law or provided for in this Agreement. Notice of any meeting of the Board of Directors may be given personally, by mail, courier, electronic mail or other reasonably appropriate means. Notice of a meeting need not be given to any Director who signs a waiver of notice or a consent to holding the meeting or a consent in lieu of meeting or an approval of the minutes of a meeting, whether before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice. At all meetings of the Board of Directors, business shall be transacted in such order as shall from time to time be determined by the Chairman of the Board of Directors or, if there is no Chairman of the Board of Directors, by a chairman selected by a majority of the Board of Directors in attendance at such meeting.

(ii) The presence (either in person or by proxy) of Directors holding at least four (4) Director Votes shall constitute a quorum for the transaction of the business of the Board of Directors.

(iii) The actions and decisions of the Board of Directors shall be determined at meetings of the Board of Directors at which a quorum is present by the approval of at least four (4) Director Votes. Each Director that has been appointed, other than the Preferred Directors, shall have one Director Vote and the Preferred Directors shall collectively have four (4) Director Votes (with each of such Director Votes allocated equally among all Preferred Directors at such meeting). Any Director shall have the right to appoint any other Director to act as proxy or otherwise on his or her behalf and in his or her place at any meeting of the Board of Directors which he or she is unable to attend. The same Director may act as proxy or otherwise on behalf of more than one Director. For the purposes of clarity, each Preferred Director attending a meeting of the

Board of Directors shall automatically serve as a proxy for any Preferred Director not attending such meeting.

(iv) The Members acknowledge and agree that the terms and conditions of the Varsity Management Services Agreement (including the fees payable to Varsity Management thereunder) and the Company's entry into the Varsity Management Services Agreement have been approved prior to the date of this Agreement.

(c) Chairman of the Board of Directors. Meetings of the Board of Directors shall be presided over by the Chairman of the Board of Directors, who shall be shall be chosen by the Preferred Directors. Mr. David Alpern shall be the initial Chairman of the Board of Directors. The Chairman of the Board of Directors shall not have additional votes as a result of serving as the Chairman.

(d) Minutes. The decisions and resolutions of each meeting of the Board of Directors shall be reported in minutes, which shall state the date and place of the meeting, the Directors present, the resolutions put to a vote and the results of the voting. The minutes shall be filed in the minute book of the Company at the principal place of business of the Company. The Chairman of the Board of Directors shall appoint a Person to act as secretary of each meeting of the Board of Directors, which person shall take the minutes of such meeting. A copy of the minutes shall be provided to each Director upon request.

(e) Action by Consent of the Board of Directors. Any action required or permitted to be taken at a meeting of the Board of Directors may be taken without a meeting if a majority of the Director Votes consents thereto in writing. Any consent satisfying the provisions of this Section 6.1(e) shall have the same effect as a vote of the members of the Board of Directors at a duly convened meeting of the Board of Directors. The consents shall be filed in the minute book of the Company at the principal place of business of the Company.

(f) Telephone Conference. Directors may participate in a meeting of the Board of Directors or any committee thereof through the use of conference telephone or similar communications equipment, provided that all of the Directors participating in such meeting can communicate with each other. Participation in a meeting pursuant to this Section 6.1(f) shall constitute presence at the meeting for all purposes.

(g) Resignation; Removal. Any Director may resign at any time upon written notice to the Company. Such resignation shall be effective upon receipt thereof by the Company or at such time as may be specified in the notice of resignation. A Preferred Director or Independent Director may only be removed with the prior written consent of the holders of a majority of the Preferred Units then outstanding, with or without cause. The Common Director may not be removed prior to the termination of his or her employment with the Company Group.

(h) Vacancies. In the event that a vacancy is created on the Board of Directors at any time by the death, disability, retirement, resignation or removal (with or without cause) of a Preferred Director or Independent Director, the holders of a majority of the Preferred Units then outstanding shall have the right to designate a replacement Director to fill such vacancy at any time and from time to time. In the event that a vacancy is created on the Board of

Directors at any time by the death, disability, retirement, or resignation of the Common Director, the holders of a majority of the Common Class A Units then outstanding shall have the right to designate a replacement Common Director to fill such vacancy at any time and from time to time; provided that such replacement Common Director must be an employee or service provider of the Company Group prior to his appointment.

(i) Compensation of Directors. Unless otherwise determined by the Board of Directors, Directors shall not be entitled to compensation from the Company for their services as a Director; provided, that nothing shall prevent any Director from receiving compensation for such Director's services as an Officer of the Company. The Company shall reimburse all Directors for their reasonable travel, lodging and meal expenses in connection with their attendance at meetings of the Board of Directors and any committees thereof. Notwithstanding the foregoing, the Board of Directors shall have the right to grant Membership Units to the Independent Directors.

(j) Limitation of Liability. Except as otherwise prohibited by the Delaware Act and subject to the provisions of this Section 6.1(j), neither the Board of Directors nor any Director shall be liable, responsible or accountable for damages or otherwise to the Company or any Member for any action taken or failure to act within the scope of the authority conferred on the Board of Directors or the Directors by this Agreement, by Applicable Law or by the Members. This Agreement is not intended to, and does not, create or impose any fiduciary duty on any of the Members, the Board of Directors or any Director or Officer (each, a "***Covered Person***"). Nothing in this Agreement or any other current or future agreement or understanding between any Covered Person and the Company, shall limit this Section 6.1(j).

(k) Waiver of Fiduciary Duties. Each of the Members and the Company hereby waives any and all fiduciary duties owed by the Directors that, absent such waiver, may be implied by any applicable law, and in doing so acknowledges and agrees that the duties, liabilities and obligations of each Director to the Company and the Members are only as expressly set forth in this Agreement. The provisions of this Agreement, to the extent that they restrict the duties, liabilities and obligations of a Director otherwise existing at law or in equity, are agreed by the Company and the Members to replace such other duties and liabilities, other than any duty of good faith or fair dealing, of such Director. The Company hereby renounces, to the fullest extent permitted by the Delaware Act and Applicable Law, any interest or expectancy of the Company in, or in being offered, an opportunity to participate in any Investor Business Opportunity. Nothing in this Agreement or any other current or future agreement or understanding between any Director and the Company, shall limit this Section 6.1(k).

Section 6.2 Officers.

(a) General. The Company may have such officers as the Board of Directors shall from time to time determine (collectively, the "***Officers***"). Any number of offices may be held by the same Person. Officers need not be Members, Directors or residents of the State of Delaware. Nothing contained herein nor shall the ownership of any Membership Units confer upon any Person the right to employment or to remain in the employ of the Company. Nothing contained in this Section 6.2(a) shall be deemed to limit or otherwise abridge any rights or

obligations to which the Company or an Officer may be subject pursuant to the terms of any employment, management or other similar agreement.

(b) Appointment of Officers. The Board of Directors shall have the sole power to designate Officers. Any Officers so designated shall have such authority and perform such duties as the Board of Directors may, from time to time, delegate to them by written resolution of the Board of Directors. The Board of Directors may assign titles to particular Officers. Each Officer shall hold office for the term for which he or she is elected or until he or she shall resign or shall have been removed in the manner hereinafter provided. The initial Officers of the Company are set forth on Exhibit C.

(c) Compensation of Officers. The salaries or other compensation, if any, of the Officers of the Company shall be fixed from time to time by the Board of Directors.

(d) Resignation/Removal. Any Officer may resign as such at any time. Such resignation shall be made in writing and shall take effect at the time specified therein or, if no time be specified, at the time of its receipt by the Board of Directors. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation. Subject to the terms of any applicable employment agreement, any Officer may be removed as such, either with or without cause, at any time by the Board of Directors.

(e) Titles. The Board of Directors may permit any of the Officers of the Company to use additional or alternative titles or job descriptions in furtherance of the Company's business. Each Officer shall be deemed for purposes of this Agreement to be acting in his capacity as an Officer of the Company notwithstanding the permitted title or titles used by such Person.

ARTICLE VII.
AMENDMENTS

Section 7.1 Amendments. Any amendment to this Agreement will be adopted and be effective as an amendment hereto if approved by (a) the Board of Directors and (b) a majority of the Preferred Directors; provided, however, that no amendment will be made, and any such purported amendment will be void and ineffective, to the extent the result thereof would be to: (i) impose an obligation on a Member's to make an additional Capital Contribution without the Consent of the Member so affected, (ii) adversely affect the non-economic rights or obligations of a Member in a manner disproportionate to its effect on other Members holding the same Class of Membership Units without the Consent of the Member so affected, (iii) cause the Company to be treated as anything other than a partnership for purposes of United States income taxation without the Consent of all the Members or (iv) amend Article VIII, Article IX, Article X or this Section 7.1 without the Consent of all the Members. Notwithstanding the foregoing, the proviso in the immediately preceding sentence will not apply to amendments relating to (x) the issuance of existing Membership Units, (y) the creation or issuance of additional Classes of Membership Units or (z) Section 4.8 or any other repurchase rights of Varsity or the Preferred Members. The Board of Directors shall provide to all Members a copy of any amendments to this Agreement.

ARTICLE VIII.
DISTRIBUTIONS

Section 8.1 Distributions Generally. Subject to the other provisions of this Article VIII, the Board of Directors shall distribute Net Cash Available for Distribution when and as determined by the Board of Directors. Notwithstanding anything to the contrary contained in this Agreement, the Company, and the Board of Directors on behalf of the Company, shall not be required to make a distribution to any Member on account of its Membership Units if such distribution would violate the Act, Applicable Law or the terms of any contractual arrangement entered into by the Company.

Section 8.2 Interim Distributions. Subject to Section 8.1, Section 8.3 and Section 8.4 and Section 8.5, Net Cash Available for Distribution and all proceeds of a Deemed Liquidation Event will be distributed as follows:

(a) first, taking into account all amounts received pursuant to prior distributions pursuant to this Section 8.2, to the Preferred Members, pro rata in accordance with their Preferred Percentage Interest, until such time as each Preferred Member has received under this clause (a) a priority return of eight percent (8.0%) per annum, compounded quarterly, on the difference between the aggregate Capital Contributions of such Preferred Member reduced by the aggregate distributions to such Member under Section 8.2(b);

(b) second, taking into account all amounts received pursuant to prior distributions pursuant to this Section 8.2, to the Preferred Members, pro rata in proportion to any unpaid priority return under Section 8.2(a), until such time as each Preferred Member, has received cumulative distributions under this clause (b) equal to such Preferred Member's aggregate Capital Contributions;

(c) third, taking into account all amounts received pursuant to prior distributions pursuant to this Section 8.2, to the Common Members, pro rata in accordance with their Common Percentage, until such time as the Common Members have received cumulative distributions under this Section 8.2(c) equal to the Aggregate Common Percentage of all distributions made pursuant to Sections 8.2(a), (b) and (c); and

(d) thereafter, pro rata to the Members in accordance with their Percentage Interests.

For purposes of clarity, references to the aggregate Capital Contributions of each Preferred Member in clauses (a) and (c) of this Section 8.2 shall reflect, following the distributions provided under Section 8.4, the amounts shown as "Initial Capital Contributions" for such Preferred Member on Exhibit A attached hereto, which amounts reflect Capital Contributions after taking into account the distributions under Section 8.4.

Section 8.3 Tax Liability Distribution; Distributions Upon Liquidation.

(a) Within one hundred twenty (120) days following the end of each Fiscal Year (and within 30 days following the end of each quarter of such Fiscal Years, with respect to estimated taxes), the Company will make a cash distribution, to the extent that the Company

shall have Net Cash Available for Distribution to make such distribution, to each Member in an amount intended, without taking into account any distribution made to such Member with respect to such Fiscal Year pursuant to Section 8.2, to enable each Member to discharge its United States federal, state, local and foreign income tax liabilities (including any estimated tax liabilities), if any, arising from this Agreement, but only to the extent provided in this Section 8.3(a) (a "***Tax Liability Distribution***"). The amount of any such Tax Liability Distribution to any Member shall be calculated at least once each Fiscal Year and shall equal the product of (i) the maximum combined United States federal and the highest relevant state and local tax rates applicable to any Member with respect to taxable income allocated to such Member by the Company (taking into account the character of such income and the deductibility of state and local taxes for federal income tax purposes) for such Fiscal Year and (ii) the total amount of income allocable to such Member for such Fiscal Year under this Agreement, which amount shall not take into account any allocations to such Member under Sections 743 and/or 704(c) of the Code. Any Tax Liability Distributions received pursuant to this Section 8.3(a) shall not reduce the amount of the next distribution(s) that the Member would otherwise receive pursuant to Section 8, including under Section 14.3(c) (but shall reduce the amount of the next distribution(s) that the Member would otherwise receive pursuant to Section 8.2(c) or (d), including under Section 14.3(c)).

(b) Distributions made in conjunction with the final liquidation of the Company shall be applied or distributed as provided in Section 14.3(c).

(c) For the avoidance of doubt, because of the timing of distributions the conditions provided in one of the clauses in Section 8.2 may be satisfied as of the time of a particular distribution, but may not still be satisfied at the time of a later distribution, in which case distributions will be made pursuant to the earliest stage in the distribution waterfall set forth in Section 8.2 with regard to all conditions that are not then satisfied.

Section 8.4 Initial Borrowing Distribution. Notwithstanding Section 8.2, on the date of this Agreement, after the consummation of the Borrowing (as defined in the Colonial Acquisition Agreement), the Company shall make an initial distribution of such Borrowing proceeds to the Preferred Members and Class A Common Members in the amounts set forth on Schedule 8.4 hereto, respectively; provided that, the parties intend that such Borrowing proceeds shall be distributed immediately prior to Gilroy becoming a Member and thus, Gilroy shall not receive any Borrowing proceeds.

Section 8.5 Profits Interest Distributions. Notwithstanding anything in Section 8.2 to the contrary, no distribution shall be made to a Profits Interest Member with respect to such Profits Interest Member's Common Class C Units pursuant to Section 8.2 until the aggregate amount of prior distributions to all other Members pursuant to Section 8.2 equals such Profits Interest Member's Threshold Amount with respect to such Common Class C Units held by the Profits Interest Member. With respect to the distributions to the Common Class C Units held by a Profits Interest Member, the Company shall withhold all amounts otherwise distributable with respect to the Common Class C Units that are not vested and shall distribute those amount to the holders of those unvested Common Class C Units only upon vesting of those Common Class C Units.

Section 8.6 Withholding.

(a) The Company may withhold distributions or portions thereof if it is required to do so by any Applicable Law. Each Member hereby authorizes the Company to withhold from or pay on behalf of or with respect to such Member any amount of federal, state, local or foreign taxes that the Board of Directors determines that the Company is required to withhold or pay with respect to any amount distributable or allocable to such Member pursuant to this Agreement. Any amounts so withheld or paid on behalf of or with respect to a Member pursuant to this Section 8.6 shall be deemed to have been distributed to such Member. To the extent that the cumulative amount of such withholding for any period exceeds the distributions to which such Member is entitled for such period, the amount of such excess may, in the discretion of the Board of Directors, be considered a loan from the Company to such Member, with an annual compounded interest rate equal to eight percent (8%) (provided, however, that any income derived from such deemed loan shall not be allocated to or distributed to the Member requiring such loan), until discharged by such Member by repayment, which may, at the option of the Board of Directors, be satisfied (i) out of distributions to which such Member would otherwise be subsequently entitled, or (ii) by the immediate payment in cash to the Member of such excess amount. The Board of Directors, on behalf of the Company, shall be entitled to take any other action it determines to be necessary or appropriate in connection with any obligation or possible obligation to impose withholding pursuant to any tax law or to pay any tax with respect to a Member. Unless prohibited by applicable law, each Member hereby unconditionally and irrevocably grants to the Company a security interest in such Member's interest to secure such Member's obligation to pay to the Company any amounts required to be paid pursuant to this Section 8.6. Each Member shall take such actions as the Company shall request in order to perfect or enforce the security interest created hereunder. Each Member's obligations hereunder shall survive the dissolution, liquidation or winding up of the Company.

(b) If any tax assessment or other governmental charge is withheld or deducted from any amount payable to the Company, the amount so deducted or withheld will be treated for purposes of this Agreement as an expense of the Company; provided that to the extent such amount is withheld or deducted by reason of the status of some Members (the "*Affected Members*") but not all Members, the related expenses shall (i) without duplication of any withholding deemed distributed pursuant to Section 8.6(a), reduce the amount of Net Cash Available for Distribution to such Affected Members pursuant to Section 8.2 and Section 8.3(a), and (ii) without duplication, reduce the amount of Net Income (or increase the amount of Net Loss) allocated to such Affected Members pursuant to Section 9.1(b). For purposes of applying the foregoing provisions, taxes paid, incurred or withheld by the Company or its Subsidiaries, or withheld from any distribution received by the Company or a Subsidiary, in each case on behalf of or in respect of a Member, will be treated as amounts distributed to such Member at the time such taxes are paid, incurred or withheld.

Section 8.7 Distributions In-Kind. No right is given to any Member to demand and receive property other than cash. Distributions made prior to the liquidation of the Company will only take the form of cash or Marketable Securities. Upon liquidation of the Company, the Board of Directors will endeavour to make distributions as described in the preceding sentence, but distributions may also include non-marketable Securities, with prior notice to the Members, and such distributions may, at the direction of each Member, be made directly to the Member or

indirectly through the use of a liquidating trust or other entity. In addition, any in-kind distributions shall be made in such a fashion as to ensure that the Fair Market Value is distributed and allocated in accordance with this Article VIII and that each Member to which such distribution is then being made receives an amount no greater than its *pro rata* share of such in-kind distributions (except as otherwise provided in this Agreement).

Section 8.8 No Return of Distributions. No Member shall be required to return any distributions made pursuant to this ARTICLE VIII, other than as required by applicable law.

ARTICLE IX.
ALLOCATIONS

Section 9.1 Allocation of Net Income and Net Loss.

(a) Net Income and Net Loss and items thereof shall be determined and allocated with respect to each Fiscal Year of the Company as of the end of such Fiscal Year and at any time the Gross Asset Values of Company Assets are adjusted pursuant to clause (b) or clause (c) of the definition thereof, and more often as required hereby or by the Code.

(b) Subject to the other provisions of this Article IX, Net Income and Net Loss for any Fiscal Year or other period shall be allocated in a manner such that the Capital Account balances of each of the Members shall be equal to (i) the amount that each Member would have been entitled to receive pursuant to Section 8.2 if the Company were liquidated at such time and liquidating distributions were governed by Section 8.2 (and taking into account, for purposes of this Section 9.1, the effect of Section 8.3 and Section 8.5), assuming that all Company Assets were sold for cash equal to their respective Gross Asset Values and all Company liabilities were satisfied (limited with respect to each Nonrecourse Liability to the Gross Asset Value of the Company Assets securing such liability), minus (ii) such Member's share of Company Minimum Gain and Member Minimum Gain, computed immediately before the hypothetical sale of Company Assets. The Members agree that the Preferred Members' right to receive the priority return described in Section 8.2(b) is intended to reflect a right to an allocable share of Net Income and not an allocation of gross income or a guaranteed payment within the meaning of Section 707(a) or (c) of the Code. Notwithstanding the foregoing, upon a liquidation of the Company pursuant to Section 14.3, the Company shall, to the extent necessary, allocate individual items of income, gain, loss or deduction of the Company among the Members such that the Capital Account balance of each Member is as nearly as possible, on a proportionate basis, equal to the amounts provided for in the preceding sentence of this Section 9.1(b). Notwithstanding any other provision of this Agreement the Board of Directors may make such allocations of Net Income or Net Loss (or items thereof) as it deems reasonably necessary to give economic effect to the provisions of this Agreement, taking into such facts and circumstances as it deems reasonably necessary for this purpose.

Section 9.2 Regulatory Allocations. Notwithstanding the foregoing provisions of this Article IX, the following special allocations shall be made in the following order of priority:

(a) Minimum Gain Chargeback. If there is a net decrease in Company Minimum Gain during a Company taxable year, then each Member shall be allocated items of

Company income and gain for such taxable year (and, if necessary, for subsequent years) in an amount equal to such Member's share of the net decrease in Company Minimum Gain, determined in accordance with Treasury Regulations Section 1.704-2(g)(2). This Section 9.2(a) is intended to comply with the minimum gain chargeback requirement of Treasury Regulations Section 1.704-2(f) and shall be interpreted consistently therewith.

(b) Member Minimum Gain Chargeback. If there is a net decrease in Member Minimum Gain attributable to a Member Nonrecourse Debt during any Company taxable year, each Member who has a share of the Member Minimum Gain attributable to such Member Nonrecourse Debt, determined in accordance with Treasury Regulations Section 1.704-2(i)(5), shall be specially allocated items of Company income and gain for such taxable year (and, if necessary, subsequent years) in an amount equal to such Member's share of the net decrease in Member Minimum Gain attributable to such Member Nonrecourse Debt, determined in accordance with the provisions of Treasury Regulations Section 1.704-2(i)(3). This Section 9.2(b) is intended to comply with the partner nonrecourse debt minimum gain chargeback requirement of Treasury Regulations Section 1.704-2(i)(4) and shall be interpreted consistently therewith.

(c) Qualified Income Offset. If any Member unexpectedly receives an adjustment, allocation, or distribution of the type contemplated by Treasury Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5) or (6), items of income and gain shall be allocated to all such Members (in proportion to the amounts of their respective Adjusted Capital Account Deficits) in an amount and manner sufficient to eliminate their respective Adjusted Capital Account Deficits as quickly as possible. It is intended that this Section 9.2(c) qualify and be construed as a "qualified income offset" within the meaning of Treasury Regulations Section 1.704-1(b)(2)(ii)(d).

(d) Limitation on Allocation of Net Loss. If the allocation of Net Loss to a Member as provided in Section 9.1 hereof would create or increase an Adjusted Capital Account Deficit, there shall be allocated to such Member only that amount of Net Loss as will not create or increase an Adjusted Capital Account Deficit. The Net Loss that would, absent the application of the preceding sentence, otherwise be allocated to such Member shall be allocated to the other Members in accordance with their relative Percentage Interests, subject to the limitations of this Section 9.2(d).

(e) Nonrecourse Deductions and Member Nonrecourse Deductions. The Nonrecourse Deductions for each taxable year of the Company shall be allocated to the Members in proportion to their Percentage Interests. The Member Nonrecourse Deductions shall be allocated each year to the Member that bears the economic risk of loss (within the meaning of Treasury Regulations Section 1.752-2) for the Member Nonrecourse Debt to which such Member Nonrecourse Deductions are attributable.

(f) Curative Allocation. The allocations set forth in Sections 9.2(a), 9.2(b), 9.2(c), 9.2(d), and 9.2(e) hereof (the "*Regulatory Allocations*") are intended to comply with certain requirements of Treasury Regulations Sections 1.704-1(b) and 1.704-2(i). Notwithstanding the provisions of Section 9.1(b), the Regulatory Allocations shall be taken into account in allocating other items of income, gain, loss and deduction among the Members so

that, to the extent possible, the net amount of such allocations of other items and the Regulatory Allocations to each Member shall be equal to the net amount that would have been allocated to each such Member if the Regulatory Allocations had not occurred.

Section 9.3 Tax Allocations.

(a) Except as provided in Section 9.3(b) hereof, for income tax purposes under the Code and the Treasury Regulations, each Company item of income, gain, loss and deduction shall be allocated among the Members in the same manner as the Company's correlative item of "book" income, gain, loss or deduction is allocated pursuant to this Article IX.

(b) Tax items with respect to a Company Asset that is contributed to the Company with a Gross Asset Value that varies from its basis in the hands of the contributing Member immediately preceding the date of contribution shall be allocated among the Members for income tax purposes pursuant to Treasury Regulations promulgated under Code Section 704(c) so as to take into account such variation. The Company shall account for such variation under any method approved under Code Section 704(c) and the applicable Treasury Regulations as chosen by the Board of Directors. If the Gross Asset Value of any Company Asset is adjusted subsequent to its contribution pursuant to the definition of "Gross Asset Value", subsequent allocations of income, gain, loss and deduction with respect to such Company Asset shall take account of any variation between the adjusted basis of such Company Asset for federal income tax purposes and its Gross Asset Value in the same manner as under Code Section 704(c) and the Treasury Regulations promulgated thereunder using any method approved under Code Section 704(c) and the applicable Treasury Regulations as chosen by the Board of Directors. Allocations pursuant to this Section 9.3(b) are solely for purposes of federal, state and local taxes and shall not affect, or in any way be taken into account in computing, any Member's Capital Account or share of Net Income, Net Loss and any other items or distributions pursuant to any provision of this Agreement.

Section 9.4 Other Provisions.

(a) For any Fiscal Year during which Membership Units are transferred among the Members or to another Person, the portion of the Net Income, Net Loss and other items of income, gain, loss, deduction and credit that are allocable with respect to such Membership Units shall be apportioned between the transferor and the transferee under any method allowed pursuant to Section 706 of the Code and the applicable Treasury Regulations as determined by the Board of Directors.

(b) For purposes of determining a Member's proportional share of the Company's "excess nonrecourse liabilities" within the meaning of Treasury Regulations Section 1.752-3(a)(3), each Member's interest in income and gain shall be such Member's Percentage Interest.

Section 9.5 Binding Effect. All allocations, calculations, distributions and determinations made by the Board of Directors or its independent public accountants in accordance with this Agreement shall be final and binding on all Members.

ARTICLE X.
ADMISSION OF AND WITHDRAWAL OF BY MEMBERS; TRANSFERS

Section 10.1 No Withdrawal of Members; Inactive Members. No Member shall be entitled to withdraw from the Company or receive any return of, or demand the return of, its Capital Contribution, or any other assets or capital, from the Company, including any property other than cash in respect of its Membership Units, except as set forth in this Agreement or upon the liquidation of the Company or as otherwise approved by the Board of Directors in its discretion.

Section 10.2 Transfers by Members.

(a) Certain Prohibitions. Except as specifically provided in this Agreement or any other agreement entered into between any Member and Varsity, no Common Member or Preferred Member other than Varsity may, directly or indirectly, sell, transfer, assign, convey, pledge, mortgage, encumber, hypothecate or otherwise dispose of or suffer the creation of an interest in or Lien on (a "*Transfer*") all or any part of its Membership Units without the consent of the Board of Directors, in its sole discretion. Any such Transfer as to which the Board of Directors may have consented may only be made upon compliance with Section 10.2(b). Each Common Class A Member shall take all actions necessary to prohibit each of its direct and indirect holders of its Equity Securities from any Indirect Transfers of such Equity Securities. Each Repurchase Member shall take all actions necessary to prohibit each of its direct and indirect holders of its Equity Securities from any Involuntary Transfers of such Equity Securities; provided that if an Involuntary Transfer occurs, notwithstanding the prohibitions in this Agreement, then the provisions of Section 10.2(e) shall apply.

(b) Conditions to Transfer. Any purported Transfer by a Member must satisfy the following additional conditions (any one or more of which may be waived by the Board of Directors):

(i) the Transferor or Transferee must undertake to pay all expenses incurred by the Company in connection therewith;

(ii) the Company must receive from the Person to whom such Transfer is to be made a counterpart of this Agreement executed by or on behalf of such Person and such other documents, instruments and certificates as may reasonably be requested by the Board of Directors pursuant to which such Transferee will become bound by this Agreement with respect to the Membership Units so Transferred;

(iii) the Company must receive from the proposed Transferor and Transferee such documents, opinions, instruments and certificates as the Board of Directors may reasonably request;

(iv) prior to making any such Transfer to a Transferee proposed by such Member, such proposed Transferor must deliver to the Company the opinion of counsel described in Section 10.2(c);

(v) the Board of Directors must receive an opinion of counsel to the Company reasonably acceptable to the Board of Directors (or other assurances reasonably satisfactory to the Board of Directors) substantially to the effect that consummating such Transfer:

(A) will not cause the Company to be terminated pursuant to Section 708 of the Code, to lose its status as a partnership for United States federal income tax purposes, or to be considered a publicly traded partnership under Section 7704(b) of the Code; and

(B) will not require the Company to register as an investment company under the Investment Company Act or under any similar state securities laws; and

(vi) such Member is Transferring the Transferred Interest in the Company in such transaction to one or more Transferees, each of which is an "accredited investor" within the meaning of Regulation D promulgated under the Securities Act.

(c) Required Opinion of Counsel. The opinion of counsel referred to in Section 10.2(b)(iv) (unless waived by the Board of Directors) must be in form and substance reasonably satisfactory to the Board of Directors, must be from independent counsel reasonably satisfactory to the Board of Directors and (unless specified otherwise by the Board of Directors) must be substantially to the effect that the Transfer contemplated by the opinion is being made in a manner that is exempt from the registration requirements of the Securities Act and the registration or qualification requirements of applicable state securities laws.

(d) Nonconforming Transfers Void. Any actual or purported Transfer of the Membership Units of any Member that does not comply with the provisions of Section 10.2 shall be void *ab initio* and of no force and effect and shall not bind the Company. The Company will incur no liability for distributions made to any Transferor prior to compliance with Section 10.2 with respect to the Membership Unit that is the subject of any such actual or purported Transfer.

(e) Involuntary Transfers.

(i) If an Involuntary Transfer by a Common Member occurs, then the Common Member whose Common Units (or any direct or indirect interest therein) have been so transferred (or such Member's Legal Representative, beneficiary, heir, devisee, legatee, or testamentary trustee, if applicable) shall promptly, but in any event within 5 days after such Involuntary Transfer, give written notice to the Company, with a copy to the Person to whom the Involuntary Transfer was made (the "*Involuntary Transferee*"), stating the reason that the Involuntary Transfer occurred, the date of the Involuntary Transfer, the name and address of the Involuntary Transferee, and the number of Common Units and Class of such Common Units (or any direct or indirect interest therein) acquired by such Person and any other terms and conditions of the Involuntary Transfer.

(ii) The Company shall have the option to elect to purchase all or any portion of the Common Units involved in the Involuntary Transfer for a period ending on

the later of (A) 120 days after the Company's receipt of the written notice under Section 10.2(e)(i), or (B) 30 days after determination of the Fair Market Value for such Common Units. The purchase price for such Common Units shall be the lower of (x) the Fair Market Value thereof, (y) the Original Cost thereof, and (z) the same price, if any, paid (directly or indirectly) for such Common Units in the Involuntary Transfer that gave rise to the option; provided, however, that if the Involuntary Transfer is a result of any bankruptcy, insolvency or similar proceedings, death, divorce, or involves a Transfer without consideration, the purchase price for such Common Units shall be the Fair Market Value thereof. The Company may exercise such option by giving written notice of exercise to the Involuntary Transferee within the period set forth above. Upon the Company's delivery of such written notice, the Involuntary Transferee shall be obligated to sell such Common Units in accordance with this Agreement. Subject to this Section 10.2(e)(ii), the purchase price for such Common Units shall be payable, at the Company's option, in cash, check or wire transfer or with a subordinated note with a two (2) year term, which note shall be on terms reasonably acceptable to all parties. The closing of the Company's purchase of such Common Units shall take place at the Company's principal executive office at such time and date as determined by the Company. Both the Common Member that made the Involuntary Transfer and the Involuntary Transferee shall represent and warrant in writing that he, she or it is the record and beneficial owner of the Common Units and shall execute and deliver such other documents, certificates and agreements as the Company shall reasonably request. Notwithstanding anything to the contrary contained in this Agreement, all repurchases of Common Units by the Company will be subject to applicable restrictions contained in the Delaware Limited Liability Company Act or such other governing corporate law, and in the Company's debt and equity financing agreements. If any such restrictions prohibit the repurchase of Common Units hereunder which the Company is otherwise entitled or required to make, then the Company may make such repurchases as soon as it is permitted to make repurchases under such restrictions.

(iii) If the Common Member does not give written notice of an Involuntary Transfer to the Company, then the Company may at any time give notice to such Member that it has obtained knowledge that an Involuntary Transfer has occurred and the periods set forth in Section 10.2(e)(ii) shall commence upon delivery of such notice to the applicable Member. If such option is not exercised in full by the Company within the applicable exercise periods, then the Involuntary Transferee may retain the Common Units that are not purchased pursuant to the exercise of such option, provided, that such Common Units shall be subject to the provisions of this Agreement (as if still held by the transferring Repurchase Member).

(f) Permitted Transfers.

(i) A Transfer by a Preferred Member of all or any portion of its Membership Units in the Company to a Preferred Permitted Transferee shall be permitted without the necessity of obtaining the approval of the Board of Directors, so long as such Transfer complies with Section 10.2(b). Such Preferred Transferee shall, upon becoming a member of the Company (if not already a Member), represent, warrant and covenant to

the other Members the representations, warranties and covenants set forth in ARTICLE XV (as applied to such Preferred Permitted Transferee).

(ii) A Transfer by one or more Common Members of all or any portion of its Membership Units in the Company to a Common Permitted Transferee shall be permitted without the necessity of obtaining the approval of the Board of Directors, so long as such Transfer complies with Section 10.2(b). Such Common Permitted Transferee shall, upon becoming a member of the Company (if not already a Member), represent, warrant and covenant to the other Members the representations, warranties and covenants set forth in ARTICLE XV (as applied to such Common Permitted Transferee).

(g) Varsity Rights. In connection with any Transfer by Varsity of its Membership Units, it shall have the right, but not the obligation, to transfer all or a portion of its rights under this Agreement to the Transferee.

Section 10.3 Preemptive Rights. Subject to the terms and conditions of this Section 10.3 and applicable securities laws, if the Company issues, offers or sells any new Membership Units to a Person, the Company shall offer such Membership Units to the Preferred Members and Common Class A Members (collectively, the "***Preemptive Members***") in accordance with the Preemptive Percentage Interests and with the following provisions:

(a) The Company shall give notice (the "***Preemptive Offer Notice***") to each Preemptive Member, stating (i) the number of new Membership Units issued, offered, sold or to be issued, offered or sold (the "***New Membership Units***") and (ii) the price, terms, preferences and rights, if any, upon which it proposes to issue, offer or sell such New Membership Units. For the avoidance of doubt, nothing shall prevent the Company from offering such New Membership Units to the Preemptive Members promptly following the issuance or grant of such New Membership Units, including following any issuance or grant of New Membership Units to Varsity or its Affiliates; provided that any New Membership Units issued or sold in connection with such issuance shall be disregarded for purposes of calculating each Preemptive Member's Preemptive Percentage Interest at such time (but not for subsequent determinations).

(b) By notification to the Company within ten (10) days after the Preemptive Offer Notice is given, each Preemptive Member may elect to purchase or otherwise acquire, at the price and on the terms specified in the Preemptive Offer Notice, up to such Preemptive Member's Preemptive Percentage Interest; provided, however, that in the event any Preemptive Member does not purchase all of its Preemptive Percentage Interest of the New Membership Units, the Preferred Members shall have the right to purchase up to such Preferred Member's Preferred Percentage Interest (excluding any non-purchasing Preferred Member, if applicable) of such New Membership Units not purchased by the non-purchasing Preemptive Member; provided, further, that notwithstanding anything to the contrary contained herein, Group shall have the right to assign any of its rights set forth in this Section 10.3 to its shareholders or members, each of whom shall be automatically admitted as a Class A Member immediately upon his or her acquisition of any Membership Units, subject to the other requirements in this Agreement. The closing of any sale pursuant to this Section 10.3 shall occur within the later of (i) sixty (60) days of the date that the Preemptive Offer Notice is given and (ii) the date of initial issuance, offer or sale of the New Membership Units.

(c) The Company may, during the 120-day period following the expiration of the ten (10)-day period provided in Section 10.3(b), issue, offer or sell to any Person or Persons at a price not less than, and upon terms no more favorable to the offeree than, those specified in the Preemptive Offer Notice (i) such portion of the New Membership Units which the Preemptive Members do not have the right to purchase pursuant to this Section 10.3 and (ii) any New Membership Units that the Preemptive Member does not elect to purchase pursuant to Section 10.3. If the Company does not consummate such issuance or sale of the New Membership Units within such 120-day period, the preemptive rights provided pursuant to this Section 10.3 shall be deemed to be revived and such New Membership Units shall not be issued, offered or sold unless first reoffered to the Preemptive Members in accordance with this Section 10.3.

(d) The preemptive rights set forth in this Section 10.3 shall not be applicable to (i) Membership Units issued to employees of the Company or any of its Subsidiaries pursuant to an equity incentive plan approved by the Board of Directors, (ii) Membership Units issued in an underwritten public offering of Securities, (iii) Membership Units issued in connection with the acquisition by the Company of another Person that is not an Affiliate of the Company or any Member (or the assets of another Person) that is approved by the Board of Directors or (iv) Membership Units issued at Fair Market Value (as determined by the Board of Directors in its sole discretion) to a physician employed by Colonial or any other medical practice group to which the Company provides services, which physician is not as of the date of this Agreement (A) already a physician employed by Colonial or (B) a member or shareholder of Group.

(e) Notwithstanding anything in this Section 10.3 to the contrary, in the event that Varsity waives or fails to exercise its preemptive rights (and no Affiliate of Varsity is acquiring any New Membership Units in such transaction) pursuant to this Section 10.3, no other Member may exercise any preemptive right pursuant to this Section 10.3 with respect to the offering in which Varsity waived or failed to exercise its preemptive rights.

Section 10.4 Drag-Along Rights.

(a) If Varsity (the "***Drag-Along Seller***") desires to Transfer Membership Units to one or more third parties (collectively, the "***Purchaser***") that is not an Affiliate of Varsity, the Drag-Along Seller shall have the right (a "***Drag-Along Right***") to require each other Member to use reasonable efforts to (i) take all action necessary or appropriate in order to cause or enable the Drag-Along Seller or the Company, as applicable, to effect such transaction and (ii) sell, Transfer or otherwise dispose of a corresponding percentage of its Membership Units (as compared to the percentage of the Drag-Along Seller's Membership Units being sold in such transaction) to the Purchaser on the same terms and conditions, for the same per unit consideration for each Class of Membership Units and at the same time as the Membership Units being sold by the Drag-Along Seller (a transaction described above, a "***Drag-Along Sale***").

(b) In order to exercise a Drag-Along Right, the Drag-Along Seller shall notify each other Member thereof, such notice to set forth the principal terms and conditions of the proposed Drag-Along Sale. Each other Member will use its reasonable efforts to take all actions reasonably requested by the Drag-Along Seller in connection with the consummation of such Drag-Along Sale.

(c) In a Drag-Along Sale, if required, the Members shall execute the same documents as the Drag-Along Seller and make customary representations and warranties, including, if required, with respect to title to and ownership of such Member's Membership Units and the due power and authority of such Member in connection with such Transfer. Without limiting the foregoing, each Member shall, if required, sign any and all documents, certificates and other deliveries requested to facilitate such Drag-Along Sale, and be severally (but not jointly) obligated to join on a *pro rata* basis (based on its share of the aggregate proceeds received by such Member in such sale) in any indemnification obligation the Board of Directors agrees to in connection with such Transfer (other than any such obligations that relate specifically to such Member, such as indemnification with respect to representations and warranties given by such Member); provided, however, that no Member shall be obligated in connection with such sale to indemnify any party in an aggregate amount in excess of the net cash proceeds actually paid to and received by that Member in such Transfer, other than in respect of fraud or representations with respect to title to and ownership of such Member's Membership Units, the due power and authority of such Member in connection with such Transfer and other matters specific to such Member. In addition to the foregoing, if requested by the Drag-Along Seller, in connection with a Drag-Along Sale, each Common Member shall agree to enter into any non-compete or non-solicit covenants requested by a buyer; provided that, in no event shall the term (which shall be reset at the date of the closing of such Drag-Along Sale), geography or scope of such covenants be longer in term, larger in geographical distance (based on the locations of the Company and any of its Subsidiaries' offices and the locations that the Company or any of its Subsidiaries' provides services to as of the date of the closing of the Drag-Along Sale) or larger in scope, than the term, geography or scope of the equivalent covenants in the Colonial Acquisition Agreement; provided that, the definition of competing business and the scope of such business for such purposes shall be defined as the business of the Company as of the date of the closing of the Drag-Along Sale.

(d) Upon the consummation of a Drag-Along Sale, the Drag-Along Seller and each other Member shall receive that portion of the aggregate consideration being paid for the Membership Units sold pursuant to the Drag-Along Sale (the "***Drag-Along Consideration***") equal to the amount each Member would have been entitled to receive under Section 8.2 if the Drag-Along Sale were a Deemed Liquidation Event, assuming (i) the only Membership Units outstanding are the Membership Units being sold in the Drag-Along Sale, (ii) for the purposes of calculating the distributions to which each Preferred Member is entitled under Section 8.2(a) and Section 8.2(b), the Capital Contributions of each Preferred Member will be deemed to be equal to the product of (A) the Capital Contributions of such Preferred Member as of the date of the Drag-Along Sale and (B) the Applicable Percentage and (iii) any distributions previously paid pursuant to Section 8.2(a) and Section 8.2(b) shall deemed to be equal to the product of (1) the total distributions previously paid to such Preferred Member as of the date of the Drag-Along Sale under Section 8.2(a) and Section 8.2(b) with respect to all Preferred Units held by such Preferred Member as of the date of the Drag-Along Sale and (2) the Applicable Percentage. In the event that different Classes of Membership Units and Interests are being sold in the Drag-Along Sale, the Board of Directors shall determine any equitable adjustment reasonably necessary to give effect to these provisions taking into consideration the characteristics of such different Classes of Membership Units.

(e) In connection with the consummation of any Deemed Liquidation Event, each Member acknowledges and agrees that it shall:

(i) consent to and raise no objections against any such Deemed Liquidation Event properly authorized and consummated pursuant to the terms hereof;

(ii) not exercise any rights of appraisal, dissenters' rights or similar rights, all of which are hereby waived; and

(iii) take all reasonably necessary actions in his, her or its capacity as a Member as and when requested by the Board of Directors.

Section 10.5 Tag-Along Rights.

(a) Subject to Section 10.5(f), except for a Transfer to a Common Permitted Transferee or a Preferred Permitted Transferee in accordance with Section 10.2(f), if at any time Varsity (the "*Selling Member*") proposes to Transfer all or any of its Membership Units to a Purchaser, the Selling Member shall first offer (the "*Tag-Along Offer*") to the other Members (each an "*Offeree*") by delivery of a written notice (the "*Offer Notice*") offering the other Members the option to sell such Member's Percentage Interests of Membership Units being sold in such transaction (a transaction described above, a "*Tag-Along Sale*"). The Offer Notice shall identify the Purchaser and the aggregate number of Membership Units the Purchaser is offering to purchase, the Tag Along Consideration (as defined below) being offered and all other material terms and conditions of the Tag-Along Offer.

(b) For a period of thirty (30) days following its receipt of the Offer Notice (the "*Tag-Along Period*"), each Offeree shall have the right to irrevocably accept the Tag-Along Offer, exercisable by delivery of a written notice of acceptance (the "*Tag-Along Acceptance*") on the terms and conditions specified in the Tag-Along Offer to the Selling Member, with a copy to each other Offeree.

(c) If one or more Offerees elects to accept the Tag-Along Offer by delivering a Tag-Along Acceptance (which must be received by the Selling Member prior to the expiration of the Tag-Along Period), the Selling Member shall use all commercially reasonable efforts to cause the Purchaser to agree to acquire all of the applicable Membership Units included in such Tag-Along Acceptances (the "*Tag-Along Units*") upon the same terms and conditions set forth in the Offer Notice. If the Purchaser is unwilling or unable to acquire all of Tag-Along Units upon such terms, then the Selling Member may elect either to cancel such sale or to proceed with such sale by reducing the number of Selling Member Membership Units to be sold pursuant to the Tag-Along Sale and the number of Tag-Along Units to be sold pursuant to the Tag-Along Acceptances such that the total number of Selling Member Membership Units to be sold by the Selling Member, on the one hand, and the total number of Tag-Along Units to be sold by the Offerees who delivered a Tag-Along Acceptance, on the other hand, shall each be reduced by being multiplied by a fraction, the numerator of which is equal to the total number of Membership Units the Purchaser is willing to purchase and the denominator of which is equal to the aggregate of the total number of Selling Member Membership Units proposed to be sold by the Selling Member and the total number of Tag-Along Units proposed to be sold by the

Offerees who delivered a Tag-Along Acceptance (such final amount for each Offeree, the "*Applicable Tag-Along Amount*"). Within ten (10) Business Days after the end of the Tag-Along Period, the Selling Member shall notify each Offeree who delivered a Tag-Along Acceptance of the Applicable Tag-Along Amount and also how many Membership Units the Selling Member is selling compared to the total number of applicable Membership Units (including Selling Member Membership Units) being sold.

(d) Upon the consummation of such Tag-Along Sale, the Selling Member and each Offeree who delivered a Tag-Along Acceptance shall receive that portion of the aggregate consideration for the Membership Units sold pursuant to such Tag-Along Sale ("*Tag-Along Consideration*") equal to (i) the amount being paid by such Purchaser in the Tag-Along Sale multiplied by (ii) a fraction, the numerator of which is the total number of Membership Units the Selling Member or Offeree, as applicable, is selling in such Tag-Along Sale, and the denominator of which is equal to the total number of Membership Units being sold in such Tag-Along Sale.

(e) The Purchaser shall have 90 days, commencing on the day the Offer Notice is mailed, in which to purchase from the Selling Member and the Offerees, the number of Selling Member Membership Units and Tag-Along Units, as applicable, as determined pursuant to this Section 10.5. The terms and conditions of such Tag-Along Sale shall be as set forth in the Offer Notice, and the timing of such sale of Tag-Along Units shall be contemporaneously with the sale of the Selling Member Membership Units. If at the end of such 90-day period the Purchaser has not completed the purchase of all the Selling Member Membership Units and all the Offerees' Membership Units proposed to be sold, the provisions of this Section 10.5 shall continue to be in effect with respect to all such Membership Units as if no Offer Notice had been given with respect thereto.

(f) Notwithstanding anything in this Section 10.5 to the contrary, in no event shall any holder of Common Units be entitled to participate in a Tag-Along Sale unless the Deemed Per Unit Consideration being paid in such Tag-Along Sale is equal to or in excess of the Minimum Price Per Unit.

ARTICLE XI.
BOOKS AND RECORDS

Section 11.1 Books, Records and Financial Statements.

(a) At all times during the continuance of the Company, the Company will maintain, at its principal place of business, separate books of account for the Company that will show a true and accurate record of all costs and expenses incurred, all charges made, all credits made and received and all income derived in connection with the operation of the Company business in accordance with generally accepted accounting principles consistently applied, and, to the extent inconsistent therewith, in accordance with this Agreement. Such books of account, together with a copy of this Agreement and of the Certificate, will at all times be maintained at the principal place of business of the Company and will be open to inspection and examination at reasonable times by each Member and its duly authorized representative for any purpose reasonably related to such Member's interest as a member of the Company.

(b) The Board of Directors will prepare and maintain, or cause to be prepared and maintained, the books of account of the Company and shall oversee the preparation of the information set forth in clause (c). The expenses associated with preparing the information or documents described in clause (c) shall be expenses of the Company.

(c) The following financial information will be transmitted by the Company to Varsity, and made available to each Common Class A Member upon request (provided that such requesting Common Class A Member holds a Common Percentage of at least 5%), within 90 days after the close of each Fiscal Year:

(i) audited balance sheet of the Company as of the beginning and close of such Fiscal Year;

(ii) audited statement of Company profits and losses for such Fiscal Year;

(iii) statement of such Member's Capital Account as of the close of such Fiscal Year, and changes therein during such Fiscal Year;

(iv) a statement indicating such Member's share of each item of Company income, gain, loss, deduction or credit for such Fiscal Year for income tax purposes; and

(v) a certificate of the Chief Executive Officer certifying that all distributions to the Members during such Fiscal Year, if any, have been made in accordance with this Agreement.

(d) The following financial information will be transmitted by the Company to Varsity within forty-five (45) days after the close of each calendar quarter:

(i) balance sheet of the Company as of the beginning and close of such quarter; and

(ii) statement of Company profits and losses for such quarter.

Section 11.2 Accounting Method. For both financial and tax reporting purposes and for purposes of determining profits and losses, the books and records of the Company will be kept in accordance with generally accepted accounting principles consistently applied and will reflect all Company transactions and be appropriate for the Company's business.

Section 11.3 Audit. The annual financial statements of the Company will be audited by an independent certified public accountant, as determined by the Board of Directors. Any such audit will be accompanied by a report of such accountant containing its opinion.

ARTICLE XII.
TAX MATTERS

Section 12.1 Preparation of Tax Returns. The Tax Matters Member will arrange for the preparation and timely filing of all returns relating to Company income, gains, losses, deductions and credits, as necessary for federal, state and local income tax purposes and will provide the Members with applicable Form Schedules K-1 within one hundred twenty (120) days following the end of the Fiscal Year of the Company.

Section 12.2 Tax Matters. Varsity is hereby designated as the tax matters partner of the Company for purposes of Section 6231(a)(7) of the Code prior to its amendment by the Revised Partnership Audit Procedures and as the "partnership representative" of the Company for any tax period subject to the provisions of Section 6223 of the Code, as amended by the Revised Partnership Audit Procedures and in such capacity is authorized and required to represent the Company in connection with any administrative proceeding at the Company level with the Internal Revenue Service relating to the determination of any item of Company income, gain, loss, deduction or credit for federal income tax purposes. The Members acknowledge and agree that Varsity, as Tax Matters Member, may take actions to minimize any obligations of the Company to pay taxes and interest in connection with any audit of the Company, including, if the Tax Matters Member so determines, by means of elections under Section 6226 of the Code and/or the Members filing amended returns under Section 6225(c)(2) of the Code, in each case as amended by the Revised Partnership Audit Procedures. The Members agree to cooperate in good faith, including without limitation by timely providing information reasonably requested by the Tax Matters Member and making elections and filing amended returns reasonably requested by the Tax Matters Member, and by paying any applicable taxes, interest and penalties, to give effect to the preceding sentence. The Company shall make any payments it may be required to make under the Revised Partnership Audit Procedures and, in the Tax Matters Member's discretion, allocate any such payment among the current or former Members of the Company for the "reviewed year" to which the payment relates in a manner that reflects the current or former Members' respective interests in the Company for that year and any other factors taken into account in determining the amount of the payment. To the extent payments are made by the Company on behalf of or with respect to a current Member in accordance with this Section 12.2, such amounts shall, at the election of the Tax Matters Member, (a) be applied to and reduce the next distribution(s) otherwise payable to such Member under this Agreement or (b) be paid by the Member to the Company within thirty (30) days of written notice from the Tax Matters Member requesting the payment. In addition, if any such payment is made on behalf of or with respect to a former Member, that Member shall pay over to the Company an amount equal to the amount of such payment made on behalf of or with respect to it within thirty (30) days of written notice from the Tax Matters Member requesting the payment. Any cost or expense incurred by the Tax Matters Member in connection with its duties, including the preparation for or pursuance of administrative or judicial proceedings, will be paid by the Company. The provisions contained in this Section 12.2 shall survive the dissolution of the Company and the withdrawal of any Member or the Transfer of any Member's interest in the Company and shall apply to any current or former Member.

Section 12.3 Taxation as Partnership. The Company shall at all times be treated as a partnership for federal and state income tax purposes and neither the Board of Directors nor the Members shall change such classification without the Consent of the Members.

ARTICLE XIII.
LIABILITY AND INDEMNIFICATION

Section 13.1 Liability.

(a) Except as otherwise provided by the Delaware Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, will be solely the debts, obligations and liabilities of the Company, and no Indemnified Person will be obligated personally for any such debt, obligation or liability of the Company solely by reason of being an Indemnified Person.

(b) Except as otherwise expressly required by the Delaware Act or Applicable Law, neither the Board of Directors nor any Member will have any liability, whether to the Company, the Board of Directors, to any of the other Members or to the creditors of the Company, for (i) any loss suffered by the Company or any other Member that arises out of any investment or other action or omission of any other Indemnified Person if such action or omission did not constitute gross negligence, intentional misconduct or fraud or (ii) the debts, liabilities, contracts or other obligations of the Company. Notwithstanding the foregoing, an Indemnified Person will be liable to the Company and the other Indemnified Persons for such Indemnified Person's material breach of his, her, its express obligations under this Agreement as determined by arbitration under Section 16.1, and any payments expressly required to be made by such Indemnified Person pursuant to this Agreement.

Section 13.2 Indemnification.

(a) Agreement to Indemnify. The Company will, to the fullest extent permitted by Applicable Law, indemnify and hold harmless each Indemnified Person against all claims, liabilities and expenses of whatever nature ("***Claims***") relating to activities undertaken in connection with or in relation to the Company or this Agreement, including amounts paid in satisfaction of judgments, in compromise or as fines and penalties, and attorneys', accountants' and other professionals' fees and expenses and all other expenses reasonably incurred in the defense, prosecution or preparation for the defense or prosecution of, or preparing to testify as a witness in connection with, any such Claim (all of such amounts covered by this Section 13.2 are referred to as "***Damages***") imposed upon or reasonably incurred by such Indemnified Person in connection with the defense, prosecution or other disposition of any action, suit, arbitration or other proceeding (a "***Proceeding***"), whether civil, criminal, administrative or investigative, before any court, administrative body or arbitrator in which such Indemnified Person may be or may have been involved, as a party or otherwise, or with which such Indemnified Person may be or may have been threatened, except with respect to any matter as to which such Indemnified Person did not act in good faith and in the reasonable belief that such Indemnified Person's action was in or not opposed to the best interests of the Company or constituted gross negligence, intentional misconduct or fraud. No indemnification will be payable pursuant to this Section 13.2 to an Indemnified Person:

(i) against any liability incurred by reason of conduct that has been finally determined (without right to further appeal) to be Disabling Conduct by such Indemnified Person;

(ii) in respect of any action by or in the right of the Company against such Indemnified Person if such Indemnified Person is adjudged to be liable to the Company unless and only to the extent that the court in which such proceeding was brought or an arbitrator pursuant to an arbitration conducted pursuant to Section 16.1 determines upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such Indemnified Person is fairly and reasonably entitled to indemnity for such expenses which such court or arbitrator deems proper; and

(iii) in respect of any proceeding brought or maintained by such Indemnified Person against the Company, the Board of Directors or any Member or such Member's Affiliates.

The termination of any Proceeding by judgment, order, settlement or conviction or upon a plea of *nolo contendere* or its equivalent will not, of itself, create a presumption that such Indemnified Person was guilty of Disabling Conduct or that such Person did not act in good faith, and in a manner such Indemnified Person reasonably believed to be in or not opposed to the best interests of the Company or that such Indemnified Person had reasonable cause to believe that its conduct was unlawful.

(b) Certain Determinations. All determinations that the applicable standards of conduct have been met for indemnification under this Section 13.2 will be made by the Board of Directors in the good-faith exercise of their judgment, except, with respect to the Directors, to the extent directors and executive officers of a corporation incorporated under the laws of the State of Delaware would have personal liability for Damages under the laws of the State of Delaware; provided, however, that if the determination is being made with respect to an Indemnified Person who is also a member of, or has a representative on, the Board of Directors, such Person or their representative shall not participate in such determination by the Board of Directors.

(c) Advancement of Monies. In the discretion of the Board of Directors, expenses incurred by an Indemnified Person in connection with any Claim that may be subject to a right of indemnification hereunder may be advanced by the Company prior to the final disposition thereof upon the Company's receipt of an undertaking by or on behalf of the Indemnified Person to repay such amount to the Company if it is determined ultimately that the Indemnified Person is not entitled to be indemnified hereunder in respect of such Claim.

(d) Reimbursement. To the extent that any Indemnified Person has been successful on the merits or otherwise in defense of a Claim referred to in Section 13.2(a) hereof or an action by or in the right of the Company, the Company will indemnify such Indemnified Person against all expenses actually and reasonably incurred by such Indemnified Person in connection therewith.

(e) Notice of Claims, etc. Promptly after receipt by an Indemnified Person of notice of the commencement of any Claim or threatened Claim referred to in this Section 13.2, such Indemnified Person must, if a claim for indemnification in respect thereof is to be made against the Company, give written notice to the Company of such Claim; provided, however, that the failure of any Indemnified Person to give notice as provided herein will not relieve the Company of its obligations under this Section 13.2, except to the extent that the Company is prejudiced by such failure to give notice. Subject to any attorney-client privilege or similar consideration, each Indemnified Person must keep the Board of Directors apprised of the progress and status of any such Claim. Subject to any attorney-client privilege or similar consideration, the Board of Directors will furnish to each Member such information concerning any such Claim to which such Member is a party as such Member may from time to time reasonably request.

(f) Participation in Defense. In case any Proceeding is brought against any Indemnified Person for which such Person is seeking indemnity hereunder, the Company will be entitled to participate in and to assume the defense thereof to the extent that the Board of Directors in their discretion may determine, with counsel reasonably satisfactory to such Indemnified Person, unless in the opinion of independent counsel to such Indemnified Person a conflict of interest exists or may reasonably be expected to arise between the Company and such Indemnified Person. After the Company so assumes the defense thereof, the Company will not be liable for expenses subsequently incurred by the Indemnified Person in connection with the defense thereof. The Company will not consent to entry of any judgment or enter into any settlement which does not include as an unconditional term thereof the giving by the claimant or plaintiff to such Indemnified Person of a release from all liability in respect of such Claim. If the Company does not elect to assume the defense of an Indemnified Person, such Indemnified Person may not enter into any settlement for which he, she or it seeks to be indemnified under this Agreement without the Consent of the Board of Directors.

(g) Limitation on Indemnification. The indemnification to be provided by the Company pursuant to this Section 13.2 will only be recoverable out of the assets of the Company.

(h) Survival. The provisions of this Section 13.2 will not survive the termination of the Company and the final distribution of its assets as a result thereof, and following such termination, neither any Member nor any Indemnified Person will have any claim for indemnification hereunder against any Member or against or with respect to any assets or properties distributed to such Member at any time. The provisions of this Section 13.2 will survive in favor of any Indemnified Person.

ARTICLE XIV.
DISSOLUTION, LIQUIDATION AND TERMINATION

Section 14.1 Dissolution. The Company will be dissolved and its affairs will be wound up upon the occurrence of any of the following events:

(a) the entry of a decree of judicial dissolution under Section 18-802 of the Delaware Act; or

(b) Board of Directors consent to dissolve the Company.

Section 14.2 Notice of Dissolution. Upon the dissolution of the Company, the Board of Directors will promptly notify the Members of such dissolution.

Section 14.3 Liquidation. Upon dissolution of the Company, subject to Section 14.4 below, the Board of Directors, as liquidating trustee, will immediately commence to wind up the Company's affairs; provided, however, that a reasonable time will be allowed for the orderly liquidation of the assets of the Company and the satisfaction of liabilities to creditors so as to enable the Members to minimize the normal losses attendant upon a liquidation. The cash proceeds from the liquidation of Company Assets shall be applied or distributed by the Company in the following order:

(a) first, to the creditors of the Company (including the Board of Directors and any Members that are creditors to the extent permitted by law), in satisfaction of liabilities of the Company other than liabilities for distributions to Members pursuant to Sections 18-601 and 18-604 of the Delaware Act, and as reasonable reserves therefor;

(b) second, to Members and former Members in satisfaction of liabilities, if any, for distributions pursuant to Sections 18-601 and 18-604 of the Delaware Act, and as reasonable reserves therefor; and

(c) third, to the Members in accordance with Section 8.2.

Section 14.4 Termination. The Company will terminate when all of the assets of the Company have been distributed in the manner provided for in this Article XIV, and the Certificate will have been cancelled in the manner required by the Delaware Act.

Section 14.5 Claims of the Members. Members and former Members may look solely to the Company's assets for the return of their Capital Contributions, and if the assets of the Company remaining after payment of or due provision for all debts, liabilities and obligations of the Company are insufficient to return such Capital Contributions, the Members and former Members will have no recourse against the Company or any other Member.

ARTICLE XV.
REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE MEMBERS; CONFIDENTIALITY

Section 15.1 Representations, Warranties and Covenants. Each Member represents and warrants to and covenants with the other Members and the Company as follows:

(a) This Agreement constitutes the legal, valid and binding obligation of such Member, enforceable against such Member in accordance with its terms.

(b) No consents or approvals from, or notification of or filings with, any Governmental Authority or other Person are required for such Member to enter into this Agreement.

(c) The execution and delivery of this Agreement by such Member and the consummation of the transactions contemplated hereby by such Member do not conflict with or contravene the provisions of any agreement or instrument by which he or its properties are bound or Applicable Law to which such Member or its properties are subject.

(d) It will not Transfer or offer to Transfer all or any part of its Membership Units in the Company in violation of this Agreement, the Securities Act or any other Applicable Law.

(e) Such Member's Membership Units are intended to be and are being acquired solely for such Member's own account for investment and with no present intention of distributing or reselling all or any part thereof; such Member acknowledges that he is able and is prepared to bear the economic risk of making all Capital Contributions contemplated hereby and to suffer any loss of such Member's Membership Units, including any Capital Contributions made by such Member.

ARTICLE XVI.
MISCELLANEOUS

Section 16.1 Dispute Resolution. To the fullest extent permitted by Applicable Law, any controversy, dispute, or claim between or among any of the Company, the Board of Directors, any Member, any Indemnified Person and any third-party beneficiary of this Agreement arising out of, in connection with, or in relation to the interpretation, performance or breach of this Agreement or any agreement or other instrument executed pursuant hereto or otherwise arising out of the execution of any of the foregoing, including any claim based on contract, tort or statute, shall be determined, at the request of the Company, any Member, any Indemnified Person or any such third-party beneficiary, by arbitration conducted in the English language in Delaware in accordance with and to the extent permitted by the Rules for Commercial Arbitration of the American Arbitration Association as in effect on the date that demand for such arbitration is filed with the American Arbitration Association. The arbitrator shall set forth its determination in writing (which shall be sent to each party to such arbitration) and shall enumerate in reasonable detail the basis of his determination. To the fullest extent permitted by Applicable Law, any judgment or award rendered by the arbitrator will be final, conclusive and binding. Judgment may be entered on any final, unappealable arbitration award by any Federal or State court or other court having jurisdiction thereof. The pendency of any arbitration under this Section 16.1 shall not relieve any Member of its obligations under this Agreement, including the obligations to make Capital Contributions on a timely basis. To the fullest extent permitted by Applicable Law, any controversy concerning whether a dispute is an arbitrable dispute or as to the interpretation or enforceability of this Section 16.1 shall be determined by the arbitrator. To the fullest extent permitted by Applicable Law, if the Company, the Board of Directors, any Member, any Indemnified Person or any such third-party beneficiary shall resort to legal proceedings for injunctive or other similar relief pending the outcome of any such arbitration proceeding or prior to the initiation thereof, such Person shall not be deemed to have waived its rights to cause such matter or any other matter to be referred to arbitration pursuant to this Section 16.1. The arbitrator shall be a retired or former judge of any appellate court or Superior Court of the State of Delaware or the United States District Court for the District of Delaware, provided such individual has substantial professional experience with

regard to corporate or Company legal matters. It is intended that this Agreement to arbitrate be valid, enforceable and irrevocable. The arbitrator shall have authority in his discretion to grant injunctive relief, award specific performance and impose sanctions upon any party to any such arbitration. In his award, the arbitrator shall allocate, in his discretion, among the parties to the arbitration all costs of arbitration, including the fees of the arbitrator and reasonable attorneys' fees, costs and expert witness expenses of the parties.

Section 16.2 Notices. All notices provided for in this Agreement must be in writing, duly signed by the party giving such notice, and must be delivered, faxed or mailed, as follows.

(a) If given to the Company or the Board of Directors, at the Company's mailing address set forth below;

c/o Colonial Family Practice, LLC
325 Broad Street
Sumter, SC 29150
Facsimile: (803) 418-0202
Attention: Clayton R. Lowder, III, M.D.

With a copy to:

c/o Varsity Management Company, LLC
1875 Century Park East, #1980
Los Angeles, CA 90067
Attn: David Alpern

With a copy, which alone shall not constitute notice, to:

Morgan, Lewis & Bockius LLP
101 Park Avenue
New York, New York 10178
Attn: Jonathan D. Morris
Facsimile: (212) 309-6001

With a copy, which alone shall not constitute notice, to:

Morgan, Lewis & Bockius LLP
1111 Pennsylvania Avenue, NW
Washington, DC 20004
Attn: Joyce A. Cowan
Facsimile: (202) 739-3001

(b) If to Varsity, to:

c/o Varsity Management Company, LLC
1875 Century Park East, #1980
Los Angeles, CA 90067

Attn: David Alpern

With a copy, which alone shall not constitute notice, to:

Morgan, Lewis & Bockius LLP
101 Park Avenue
New York, New York 10178
Attn: Jonathan D. Morris
Facsimile: (212) 309-6001

With a copy, which alone shall not constitute notice, to:

Morgan, Lewis & Bockius LLP
1111 Pennsylvania Avenue, NW
Washington, DC 20004
Attn: Joyce A. Cowan
Facsimile: (202) 739-3001

(c) If to any other Member, at the address set forth opposite such Member's name on Exhibit A.

All such notices will be deemed to have been given when received.

Section 16.3 Failure to Pursue Remedies.

The failure of any party to seek redress for violation of, or to insist upon the strict performance of, any provision of this Agreement will not prevent a subsequent act, which would have originally constituted a violation from having the effect of an original violation.

Section 16.4 Cumulative Remedies. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party will not preclude or waive such party's right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Section 16.5 Binding Effect. This Agreement will be binding upon and inure to the benefit of all of the parties and, to the extent permitted by this Agreement, their successors, legal representatives and assigns.

Section 16.6 Interpretation. Throughout this Agreement, nouns, pronouns and verbs will be construed as masculine, feminine, neuter, singular or plural, whichever is applicable. Unless otherwise indicated, all references herein to "Articles," "Sections" and paragraphs refer to corresponding provisions of this Agreement.

Section 16.7 Severability. The invalidity or unenforceability of any particular provision of this Agreement will not affect the other provisions hereof, and this Agreement will be construed in all respects as if such invalid or unenforceable provision were omitted.

Section 16.8 Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. All counterparts will be construed together and will constitute one instrument.

Section 16.9 Waiver. No rights or remedies hereunder be waived except as approved by the Board of Directors in writing. Any waiver given for breach or default will be effective only for the breach or default which it addresses and will not be deemed a waiver of any other breach or default.

Section 16.10 Further Assurances. Each Member agrees to execute any additional documents and to perform any additional acts as are, or become, necessary or convenient to carry out the purposes of this Agreement.

Section 16.11 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the formation of, and the terms and conditions relating to the management, operation, business and affairs of, the Company, and supersedes all prior oral and written, and all contemporaneous oral, understandings, negotiations and agreements with respect to the subject matter hereof.

Section 16.12 Treatment for Tax Purposes. The Members and the Company will take all reasonable actions, including the amendment of this Agreement and the execution of other documents, as may be reasonably required to qualify for and receive treatment as a partnership for United States federal, state and local tax purposes.

Section 16.13 Governing Law. This Agreement and the rights of the parties hereunder will be interpreted in accordance with the laws of the State of Delaware, and all rights and remedies will be governed by such laws without regard to principles of conflict of laws.

[The remainder of this page has been intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above stated.

THE COMPANY:

FAMILY CARE PARTNERS HOLDINGS LLC

By: _____
Name: Clayton R. Lowder, III, M.D.
Title: Authorized Person

COMMON CLASS A MEMBERS:

NCFP GROUP LLC

By: _____

Name: Clayton R. Lowder, III, M.D.
Title: Manager

PREFERRED MEMBERS:

VARSITY FAMILY CARE PARTNERS, LLC

By: Varsity Management Company, LLC,
its Manager

By:_____
Name: David Alpern
Title: Manager

By:_____
Name: Kenton Rosenberry
Title: Manager

PREFERRED MEMBERS:

VARSITY FAMILY CARE PARTNERS, LLC

By: Varsity Management Company, LLC,
its Manager

By:_____
Name: David Alpern
Title: Manager

By:_____
Name: Kenton Rosenberry
Title: Manager

By: David V. Gilroy Digitally signed by David V. Gilroy DN: cn=David V. Gilroy, o, ou, email=gilroy@scalefinance.com, c=US Date: 2015.12.18 15:11:00 -05'00'

David Gilroy

COMMON CLASS B MEMBER:

By:_____
Dr. John K. Baker

SUBSCRIPTION AGREEMENT

This SUBSCRIPTION AGREEMENT (this "Agreement"), is dated as of October 5, 2016, by and among Family Care Partners Holdings LLC, a Delaware limited liability company (the "Company"), and Dr. John K. Baker, a South Carolina resident ("Investor"). Certain defined terms have the respective meanings given to such terms in Section 5 below.

WHEREAS, subject to the terms and conditions set forth in this Agreement, Investor desires to purchase from the Company, and the Company desires to issue and sell to Investor, Class B Units of the Company (the "Purchased Units"), in the quantity and for the aggregate purchase price set forth on Schedule A hereto; and

WHEREAS, concurrently with the execution and delivery of this Agreement, Investor shall execute and deliver a counterpart to the LLC Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Company and Investor agree as follows:

1. Purchase and Sale of Units. Concurrently with the execution of this Agreement, Investor will purchase, and the Company will issue and sell to Investor, the number of Purchased Units set forth on Schedule A hereto in exchange for the aggregate purchase price set forth on Schedule A hereto ("Purchase Price"). Concurrently with the execution of this Agreement, Investor will deliver to the Company (or its designee) by wire transfer of immediately available funds the Purchase Price and the Company will record the issuance and sale of the Purchased Units to Investor pursuant to the terms and conditions of this Agreement on its books and records.

2. Representations and Warranties of Investor. In connection with the issuance, purchase and sale of the Purchased Units hereunder, Investor represents and warrants to the Company that:

(a) Organization and Standing. Investor is resident of the State of South Carolina.

(b) Authority for Agreement. Investor has the requisite power, authority and legal capacity to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated by this Agreement. This Agreement has been duly executed and delivered by Investor and, assuming the due authorization, execution and delivery by the Company, constitutes a legal, valid and binding obligation of Investor enforceable against Investor in accordance with its terms subject, as to enforcement of remedies, to bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting the rights and remedies of creditors generally and to the effect of general principles of equity.

(c) No Conflict. Neither execution and delivery of this Agreement by Investor, nor the performance of this Agreement by Investor and the consummation of the transactions contemplated by this Agreement, shall: (i) conflict with, or violate any Law or Judgment, in each case, applicable to Investor or by which Investor is bound or affected, or (ii) result in a breach of or constitute a default (or an event which with notice or lapse of time or both would become such a default) under, give to others any right of termination, amendment,

acceleration or cancellation of, result in the triggering of any payment or other obligation or any right of consent under, any note, bond, mortgage, indenture, contract, agreement, lease, license, permit, franchise or other instrument or obligation to which Investor is a party or by which Investor is bound.

(d) Required Filings and Consents. Neither the execution and delivery of this Agreement by Investor shall, nor shall the performance of this Agreement by Investor and the consummation of the transactions contemplated by this Agreement, require any consent, waiver, license, approval, order, authorization or permit of, or declaration, registration, filing with, or notification to, any Governmental Authority.

(e) Brokers. No broker, finder, financial advisor or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with this Agreement or the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Investor for which the Company or any of its Affiliates could have any Liability.

(f) Litigation. There is no Litigation pending or threatened against or affecting Investor that has had a material adverse effect on Investor's ability to consummate the transactions contemplated by this Agreement.

(g) Investment Representations and Warranties.

(i) Investor has such knowledge and experience in financial and business matters so as to be capable of evaluating the merits and risks of its investment in the Purchased Units and Investor possesses adequate financial resources and is able to bear the economic risk of the investment in the Purchased Units for an indefinite period of time because the Purchased Units are subject to the transfer restrictions contained in the LLC Agreement and have not been registered under the Securities Act or the securities Laws of any state or other jurisdiction;

(ii) Investor understands and agrees further that, subject to the limited rights set forth in this Agreement, (1) the Purchased Units issued to Investor must be held indefinitely unless such Purchased Units are subsequently registered under the Securities Act or other applicable securities Laws or an exemption from registration under the Securities Act and applicable Laws covering the sale of such Purchased Units is available; (2) the Company has no obligation or present intention to register the Purchased Units under the Securities Act; (3) even if such an exemption is available, the assignability and transferability of the Purchased Units will be governed by this Agreement and the LLC Agreement, which impose restrictions on transfer; and and (4) if such Purchased Units are certificated, legends stating that such Purchased Units have not been registered under the Securities Act and such applicable Laws and setting out or referring to the restrictions on the transferability and resale of the Purchased Units will be placed on all certificates evidencing such Purchased Units;

(iii) Investor has had an opportunity to ask questions and receive answers concerning the terms and conditions of the offering of the Purchased Units and has had full access to such other information concerning the Company as Investor has requested. Investor has reviewed, or has had an opportunity to review, a copy of the LLC Agreement;

(iv) Investor is an "accredited investor" within the meaning of Rule 501(a) of Regulation D promulgated under the Securities Act and Investor qualifies as such because he or she is either (check applicable box):

☐ a natural person whose individual net worth, or joint net worth with that person's spouse, at the time of his purchase exceeds $1,000,000 (excluding the value of the primary residence of such natural person)[1]; or

☐ a natural person who had an individual income in excess of $200,000 in each of the two most recent years or joint income with that person's spouse in excess of $300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year.

(v) Investor will, upon the request of the Company, provide reasonable documentary support from Investor's status as an accredited investor; and the Purchased Units to be acquired by Investor pursuant to this Agreement are being acquired for Investor's own account and not with a view to any distribution thereof or with any present intention of offering or selling any of the Purchased Units in a transaction that would violate the Securities Act or the securities Laws of any state of the United States of America or any other applicable jurisdiction; and

(vi) Investor acknowledges that the Company will rely upon the accuracy and truth of the foregoing representations in this Section 2 and hereby consents to such reliance.

3. Representations and Warranties of Company. In connection with the issuance, purchase and sale of the Purchased Units hereunder, the Company represents and warrants to Investor that:

(a) Organization and Standing. The Company is a limited liability company duly organized, validly existing and in good standing under the Laws of the State of Delaware.

(b) Authority for Agreement. The Company has all necessary power and authority, as the case may be, to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated by this Agreement. The execution, delivery and performance by the Company of this Agreement, and the consummation by the Company of the transactions contemplated by this Agreement, have been duly authorized by all necessary actions on the part of the Company and no other proceedings on the part of the Company are necessary to authorize this Agreement or to consummate the transactions contemplated by this Agreement with respect to the Company. This Agreement has been duly executed and delivered by the Company and, assuming the due authorization, execution and

[1] For purposes of calculating the net worth of a natural person, the amount of any mortgage or other indebtedness secured by such person's primary residence must be netted against the value of such residence. If the amount of such indebtedness is less than the estimated fair market value of such residence, it need not be considered as a liability deducted from such natural person's net worth (except that if the amount of indebtedness outstanding at the time of the sale of securities exceeds the amount outstanding 60 days before such time, other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability). If the amount of such indebtedness exceeds the estimated fair market value of such residence, then that excess liability must be deducted from such natural person's net worth.

delivery by Investor, constitutes a legal, valid and binding obligation of the Company enforceable against the Company in accordance with its terms subject, as to enforcement of remedies, to bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting the rights and remedies of creditors generally and to the effect of general principles of equity.

(c) No Conflict. Neither execution and delivery of this Agreement by the Company, nor the performance of this Agreement by the Company and the consummation of the transactions contemplated by this Agreement, shall: (i) conflict with or violate the Company's governing documents, (ii) conflict with, or violate any Law or Judgment, in each case, applicable to the Company, or (iii) result in a breach of or constitute a default (or an event which with notice or lapse of time or both would become such a default) under, give to others any right of termination, amendment, acceleration or cancellation of, result in the triggering of any payment or other obligation or any right of consent under, or result in the creation of a Lien pursuant to, any note, bond, mortgage, indenture, contract, agreement, lease, license, permit, franchise or other instrument or obligation to which the Company is a party or by which the Company is bound.

(d) Required Filings and Consents. Neither the execution and delivery of this Agreement by the Company shall, nor shall the performance of this Agreement by the Company and the consummation of the transactions contemplated by this Agreement, require any Governmental Authorization.

(e) Issuance of Purchased Units. The Purchased Units purchased hereunder are duly authorized, validly issued and nonassessable and are being delivered to Investor free and clear of all Liens (other than as set forth in the Company's governing documents or arising under applicable securities Laws).

(f) Brokers. No broker, finder, financial advisor or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with this Agreement or the transactions contemplated by this Agreement based upon arrangements made by or on behalf of the Company for which Investor could have any Liability.

(g) Disclaimer. Notwithstanding anything contained in this Agreement to the contrary, Investor acknowledges and agrees that neither the Company nor any of its affiliates, directors, officers, employees, shareholders, partners, members or other representatives, has made or will make any representations or warranties whatsoever, express or implied, beyond those expressly given by the Company in this Section 3. Without limiting the generality of the foregoing, Investor acknowledges that no representations or warranties are made with respect to any projections, forecasts, estimates, budgets or prospective information that may have been or will be made available to such Investor or any of its representatives. Investor further acknowledges that neither the Company nor any of its affiliates, directors, officers, employees, shareholders, partners, members or other representatives, shall have or be subject to any Liability to Investor or any other Person resulting from the issuance of the Purchased Units to Investor or any other investor, or Investor's use of or reliance on, any information regarding the Company furnished or made available to Investor and its representatives in connection with the transactions contemplated hereby, except as expressly set forth in this Agreement and applicable securities Laws.

4. Other Agreements.

(a) Investor acknowledges that the transfer of the Purchased Units is subject to the provisions of the Securities Act, applicable state securities Laws.

(b) The Purchased Units shall be subject to the provisions contained in the LLC Agreement, including, without limitation, the Company Purchase Rights set for in Section 4.8 thereof, the Restrictive Covenants set forth in Section 5.9 thereof and the Transfer Resections set forth in Article X thereof.

5. Definitions.

"Board of Directors" has the meaning set forth in the LLC Agreement.

"Class" has the meaning set forth in the LLC Agreement.

"Fair Market Value" has the meaning set forth in the LLC Agreement.

"Governmental Authority" means any nation or government, any state or other political subdivision thereof and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including any government authority, agency, department, board, commission or instrumentality of the United States, of any state of the United States or any political subdivision thereof, and any tribunal or arbitrator(s) of competent jurisdiction.

"Judgment" means any temporary restraining order, preliminary or permanent injunction or other judgment, charge, order, writ, ruling, determination, directive, decree, award or settlement (whether civil, criminal or administrative) entered, enacted, promulgated, enforced or issued by any court or other Governmental Authority of competent jurisdiction in the United States or any foreign jurisdiction (in each such case whether preliminary or final).

"Law" means all applicable provisions of all (a) constitutions, treaties, statutes, laws, rules, regulations, ordinances, orders or other pronouncement having the effect of law of any Governmental Authority, (b) Governmental Approvals and (c) directives, orders, decisions, judgments, awards and decrees of any Governmental Authority.

"Liabilities" means any and all debts (including interest thereon and any prepayment penalties applicable thereto), liabilities, claims, demands and obligations, whether fixed, contingent or absolute, matured or unmatured, liquidated or unliquidated, accrued or not accrued, known or unknown, whenever or however arising (including whether arising out of contract or tort based on negligence or strict liability).

"Liens" means, as to any Person, any mortgage, lien, pledge, adverse claim, charge, security interest or other encumbrance in, or any interest or title of any vendor, lessor, lender or other secured party to or of such person under any conditional sale or other title retention agreement or capital lease with respect to, any property or asset owned or held by such Person, or the signing or filing of a financing statement which names such Person as debtor, or

the signing of any security agreement authorizing any other party as the secured party thereunder to file any financing statement.

"Litigation" means any claim, hearing, suit, action, litigation, investigation, indictment, subpoena, demand, arbitration or other proceeding (whether civil, criminal, administrative, investigative or informal) commenced, brought, conducted, or heard by or before, or otherwise involving any Governmental Authority or arbitrator.

"LLC Agreement" means the Company's Limited Liability Company Agreement, as amended from time to time in accordance with its terms.

"Member" has the meaning set forth in the LLC Agreement.

"Person" means a company, a corporation, an association, a partnership, a limited liability company, an organization, a joint venture, a trust or other legal entity, an individual, a government or political subdivision thereof or a governmental agency.

"Securities Act" means the Securities Act of 1933, as amended.

"Units" has the meaning set forth in the LLC Agreement.

6. Further Assurances. From time to time following the date hereof, the parties hereto shall execute and deliver such other instruments and shall take such other actions as any other party hereto may reasonably request in order to consummate, complete and carry out the transactions contemplated by this Agreement.

7. Notices. Any notice provided for in this Agreement must be in writing and must be either personally delivered, sent by facsimile if confirmation is available or by electronic mail (including in portable document format (.pdf)) or sent by reputable overnight courier service (charges prepaid) to the recipient at the address indicated in the Company's records. Any notice under this Agreement will be deemed to have been given when so delivered or sent.

8. Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective with respect to Investor when one or more counterparts have been signed by the Company and Investor and delivered to such other party (including by facsimile or other electronic image scan transmission).

9. Entire Agreement; Third Party Beneficiaries. This Agreement (a) constitutes the entire agreement, and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof and (b) is not intended to and does not confer upon any Person other than the parties hereto any legal or equitable rights or remedies.

10. Successors and Assigns. This Agreement is intended to bind and inure to the benefit of and be enforceable by the parties hereto and their respective successors, heirs and permitted assigns. No party may assign this Agreement without the prior written consent of the Company.

11. Governing Law; Waiver of Jury Trial. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF DELAWARE, REGARDLESS OF THE LAWS THAT MIGHT OTHERWISE GOVERN UNDER APPLICABLE PRINCIPLES OF CONFLICTS OF LAWS THEREOF. The parties hereto hereby waive, to the fullest extent permitted by applicable Law, any right to trial by jury with respect to any action or proceeding arising out of or relating to this Agreement. Each party hereto hereby waives, to the fullest extent permitted by applicable Law, any right it may have to a trial by jury in respect of any suit, action or other proceeding arising out of this Agreement or the transactions contemplated hereby. Each party hereto certifies that no representative, agent or attorney of any other party has represented, expressly or otherwise, that such party would not, in the event of any action, suit or proceeding, seek to enforce the foregoing waiver.

12. Specific Performance. The parties to this Agreement acknowledge and agree that each would be damaged irreparably in the event any of the provisions of this Agreement are not performed in accordance with their specific terms or otherwise are breached. Accordingly, the parties hereto agree that each party shall be entitled to an injunction or injunctions to prevent breaches of the provisions of this Agreement and to enforce specifically this Agreement and the terms and provisions hereof in any action instituted in any court of the United States or any state thereof having jurisdiction over the parties to this Agreement and the matter, in addition to any other remedy to which they may be entitled, at law or in equity.

13. Amendments and Waivers. Any provision of this Agreement may be amended or waived only with the prior written consent of each of the parties hereto.

14. Time is of the Essence. The parties to this Agreement hereby expressly acknowledge and agree that time is of the essence for each and every provision of this Agreement.

* * * * *

IN WITNESS WHEREOF, the parties hereto have executed this Subscription Agreement on the date first written above.

FAMILY CARE PARTNERS HOLDINGS LLC

By: _____
Name:
Title:

_____
Dr. John K. Baker

[Signature Page to Subscription Agreement]

SCHEDULE A

INVESTOR	AGGREGATE PURCHASE PRICE	$PRICE PER UNIT	PURCHASED UNITS
Dr. John K. Baker	$100,000	$100	1,000 Class B Units

AMENDMENT
TO
PHYSICIAN EMPLOYMENT AGREEMENT

This Amendment (this "Amendment") to the Physician Employment Agreement by and between Colonial Family Practice, LLC (the "Company"), and John K. Baker, M.D. (the "Employee"), dated as of the 21st day of August, 2015 (the "Employment Agreement"), is entered into as of this 28th day of September, 2016.

RECITALS

WHEREAS, the Company and the Employee are parties to the Employment Agreement, and the Company and the Employee now desire to amend the Employment Agreement to reflect changes to the Compensation of the Employee as set forth in Section 2 of the Employment Agreement; and

WHEREAS, Section 23 of the Employment Agreement permits modifications to the Employment Agreement by written agreement between the Company and the Employee.

NOW, THEREFORE, the Employment Agreement is hereby amended as follows:

1. Section 2(a)(i) is hereby amended so that the annual base compensation is increased to Three Hundred Thousand Dollars ($300,000.00) from Two Hundred Eighty Thousand Dollars ($280,000.00).

2. Section 2(a)(ii) is hereby amended so that the total annual bonus opportunity is increased to Two Hundred Forty Thousand Dollars ($240,000.00) from One Hundred Seventy Thousand Dollars ($170,000.00).

3. The Quarterly Collection Tier Schedule set forth in Section 2(a)(vii) is hereby amended in its entirety as follows:

Quarterly Collection Tier Schedule:

$10,000.00 for collections in excess of $170,000.00
$10,000.00 for collections in excess of $200,000.00 (in addition)
$10,000.00 for collections in excess of $250,000.00 (in addition)
$10,000.00 for collections in excess of $300,000.00 (in addition)
$10,000.00 for collections in excess of $350,000.00 (in addition)
$5,000.00 for collections in excess of $400,000.00 (in addition)
$5,000.00 for collections in excess of $450,000.00 (in addition)

4. Except to the extent expressly amended hereby, the Employment Agreement shall remain in full force and effect in all respects.

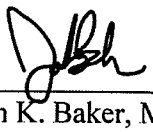
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Amendment has been duly executed by the parties hereto as of the day and year first written above.

Colonial Family Practice, LLC

By:_____
Name:
Title:

EMPLOYEE



Name: John K. Baker, M.D.

THIS AGREEMENT IS SUBJECT TO ARBITRATION PURSUANT TO S.C. CODE ANN. §§15-48-10 *ET SEQ.* AS MODIFIED HEREIN

PHYSICIAN EMPLOYMENT AGREEMENT

THIS PHYSICIAN EMPLOYMENT AGREEMENT (hereinafter referred to as the "Agreement"), made and entered into this 21st day of August, 2015 by and between **Colonial Family Practice, LLC**, a South Carolina limited liability company (the "***Practice***"), and **John K. Baker, M.D.**, a resident of the State of South Carolina (the "***Employee***").

RECITALS:

A. Employee is: (i) board certified in Neurology; (ii) licensed to engage in the practice of medicine within the State of South Carolina; and (iii) seeking to associate with Practice; and

B. Practice is duly authorized to render professional medical services and services incident thereto within the State of South Carolina and desires to employ Employee to render medical care to its patients.

NOW, THEREFORE, for and in consideration of the premises and covenants herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged and confirmed, the parties agree together as follows:

1. Recitals. The above recitals are true and correct and are incorporated by reference herein.

(a) Employment and Term. Practice agrees to employ Employee on a full time basis for the practice of Neurology beginning on September 1, 2015 (the "***Effective Date***") and continuing for one (1) year unless earlier terminated in accordance with the provisions of this Agreement, for the purpose of rendering on behalf of Practice professional medical services to such members of the general public as are or hereafter shall be accepted as patients by Practice. This Agreement shall automatically renew for successive one (1) year terms unless (i) notice of non-renewal is given by either party at least ninety (90) days prior to the end of the current term; or (ii) this Agreement is terminated in accordance with the provisions of this Agreement.

2. Compensation.

(a) For all the services of Employee during each twelve (12) month period following the Effective Date of this Agreement, Practice agrees to pay Employee total compensation as follows:

(i) Employee shall receive annual compensation in the amount of Two Hundred Eighty Thousand Dollars ($280,000.00). Employee shall be paid bimonthly, less deductions for taxes and any fringe benefits which are required by law and/or agreed upon by Employee, as more fully set forth in Section 4 of this Agreement, for services rendered for the previous month, or in accordance with such other payroll schedule as determined by Practice. If employment should

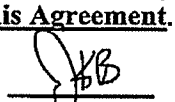
begin or end on a day other than the first or last day of the month, the payment for the first and last periods shall be pro-rated.

(ii) Employee shall be eligible for a total annual bonus of One Hundred Seventy Thousand Dollars ($170,000.00) or Forty Two Thousand Five Hundred Dollars ($42,500.00) per quarter based on quarterly collections as set forth in Section 3(a)(v) below. Quarterly Collections shall be defined as amounts actually collected by Practice during each quarter of each twelve (12) month period of this Agreement, beginning the first day of the month directly following the Effective Date, as a result of the direct treatment of patients by Employee to the extent such amounts collected exceed One Hundred Seventy Thousand Dollars ($170,000.00). Billings from "direct treatment of patients by Employee" shall include only those procedures which are typically performed by a physician and are actually performed by Employee and excludes (i) designated health services as defined in 42 U.S.C. §1395nn or any revenue generated from treatment by personnel other than Employee and (ii) revenues not directly derived from patient care such as from directorship contracts or legal consulting.

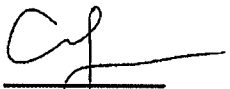
(iii) Employee shall also be eligible for an additional annual bonus of Twenty Percent (20%) of Practice profits (revenue less expenses) earned from Neurology research.

(iv) In the event that Practice hires a non-physician provider (Physician Assistant for Nurse Practitioner) to work in coordination with the Employee; Practice shall pay Employee an additional annual bonus of Ten Percent (10%) of non-physician provider's collections.

(v) **Practice's liability for payment of any bonus for which Employee is eligible is expressly conditioned upon Employee's compliance with his duties and obligations set forth in Section 6 herein and as otherwise set forth in this Agreement.**



Employee Initials



Practice Initials

(vi) Any bonus for which Employee is eligible shall be calculated on a quarterly basis, payable thirty days following the quarter in which said bonus was earned.

(vii) Practice shall use the following Collection Tier Schedule to calculate the total annual bonus amount, if any, payable to Employee based on his Quarterly Collections (as defined in Section 3(a)(ii)) for each quarter during the each twelve (12) month period of this Agreement:

Quarterly Collection Tier Schedule:
$10,625.00 for collections in excess of $170,000.00
$10,625.00 for collections in excess of $200,000.00 (in addition)

$10,625.00 for collections in excess of $250,000.00 (in addition)
$10,625.00 for collections in excess of $ 300,000.00 (in addition)

Example: If total collections (as defined in Section 3 (a)(ii) for the 12 month period are $1,200,000.00 Employee's total bonus for the 4 quarters will be $170,000.00 for a total compensation (salary +bonus) of $450,000.00.

(b) Taxes and Withholdings. Employee's earnings will be subject to all Federal and state taxes and reasonable deductions as required by law which will be paid by Practice and Employee, as applicable in a typical employer-employee relationship. In the event any federal, foreign, state or local jurisdiction requires Practice to withhold other amounts with respect to Employee's compensation, Practice shall withhold an amount necessary to satisfy the withholding responsibility.

3. Employment/Fringe Benefits. Employee shall be entitled to the following fringe benefits supplied by Practice:

(a) Health Benefit Program. Employee may participate in a health benefit program for Employee and Employee's family, in such amounts, with such deductibles, and upon such terms as Practice may determine appropriate and make available. Practice agrees to pay for Employee's premium for Employee-only coverage. Practice will pa for disability insurance (based on an annual salary of $280,000.00). Practice shall review the health benefit program with Employee on the Effective Date or within a reasonable period of time thereafter.

(b) Medical Malpractice Coverage. Practice shall maintain professional liability insurance on behalf of Employee through a carrier as determined in the sole discretion of Practice in the amount of One Million Dollars ($1,000,000) per occurrence, and Three Million Dollars ($3,000,000) per aggregate, at all times during which services are rendered pursuant to this Agreement. Employee and Practice agree to immediately notify the other in the event that either receives notice that malpractice insurance is canceled, suspended, revoked, or terminated. The cost of this benefit is not deducted from Employee's salary. If Employee is covered by any "claims made" insurance policies prior to or during the term of this Agreement, Employee, at his expense, agrees to obtain tail insurance to cover his liability for any professional services rendered prior to or during the term of this Agreement. Such tail insurance shall be maintained upon such terms and for such periods as is acceptable to Practice and shall name Practice as an additional insured. Employee shall provide certificates of such coverage upon request. Should this Agreement be terminated or expire during any coverage period or policy year for any reason, Employee will cooperate in obtaining a refund of the unused premium or repay Practice for the unused premium prior to the termination or expiration date. Notwithstanding the above, if Employee terminates this Agreement for cause, or Practice terminates this Agreement without cause, Practice shall be responsible for paying the premium for the tail insurance.

(c) Professional Activities and Memberships. Employee has an obligation to maintain memberships in certain professional societies and to attend continuing medical

education ("CME") courses. Employee shall be entitled to an allowance of up to One Thousand Dollars ($1,000.00) per year for CME expenses. Such actual, documented expenses for CME professional activities, subject to Practice's advance approval. Employee must submit receipts for such expenses incurred within one week of his return from the CME course to receive timely reimbursement from Practice. Practice shall also pay Employee's dues for professional activities and memberships, subject to Practice's advance approval. The cost of this benefit is not deducted from Employee's salary, and the benefit is not carried over from one year to the next if not used. Upon notice of termination of this Agreement by either party, this benefit shall terminate and any unused allowance will no longer be available to Employee.

(d) Licenses and Permits. Practice shall pay Employee's fees associated with maintaining his license as a physician, registrations(s) to prescribe drugs, credentialing and hospital privileges, as applicable.

4. Working Facilities and Conditions. Practice shall furnish Employee with office staff and such office supplies and equipment, such as pagers or other telephonic devices, as may be reasonably necessary for the adequate performance of his duties. Said facilities and staff shall be made available to Employee as are necessary as determined in the discretion of Practice for the efficient performance of his business duties, including evenings and weekends.

(a) Practice shall be responsible for the payment of all ordinary, reasonable, and necessary costs and expenses involved in the conduct of the professional practice, except as may be otherwise specifically provided for in this Agreement; Practice's responsibilities shall include, but not be limited to, all of the obligations and undertakings of any real estate or personal property leases, utilities, practice-related pager service, personnel costs, surgical and supply expenses, instruments, and surgical equipment costs and repairs.

(b) The selection and compensation of all clinical and office staff shall be the responsibility of Practice and all employment decisions regarding such staff shall be within Practice's sole discretion.

(c) All equipment, furniture, fixtures, supplies, patient records and files, and all other personal property located at Practice's offices is Practice's property and its maintenance and operating condition shall be Practice's responsibility.

(d) Any and all professional instruments, books, office equipment, and other property, including, but not limited to, medical records of patients treated by Employee prior to the Effective Date of this Agreement, furnished by Employee to assist him in rendering services pursuant to the terms of this Agreement shall remain Employee's individual property.

5. Duties of Employee.

(a) Employee accepts employment with Practice on the terms and conditions herein set forth and agrees that during the term of this Agreement, he will:

(i) Devote his full business time and attention to the rendition of professional medical services on behalf of Practice.

(ii) Contribute his best professional skills and services at all times for the business and benefit of Practice.

(iii) Participate in all administrative and professional meetings as conducted by Practice, including any meetings and training relating to practice management, staffing, coding, documentation, HIPAA and OSHA training.

(iv) Participate on behalf of Practice in marketing the professional services of Practice, to include participating in the development of a marketing strategy. Practice and Employee shall develop a mutually agreeable marketing program, including social events, lectures, public speaking engagements, etc.

(v) Follow and abide by the ethics of his profession, the rules and regulations of all governing boards, all Federal, state and municipal laws and ordinances regulating the practice of his profession, including but not limited to OSHA and HIPAA laws and regulations and the policies, standards, and regulations of Practice from time to time established, and notify immediately Clayton Lowder, MD, David Whaley, MD, or Mitchell Grunsky, MD of any suspected violations by Practice of same.

(vi) Maintain a satisfactory level of professional competence subject to review from time to time by Practice.

(vii) Maintain complete, timely, and accurate clinical records for all treatment provided as expected by Practice of all physicians employed by Practice and consistent with the requirements of any hospitals where Employee maintains medical staff privileges. Clinical records are to be completed within 24 hours of the time of service. At the discretion of the Managing Partner, Practice asserts the right to withhold Employee's salary if clinical records are not completed in a timely manner.

(viii) Maintain a valid, unrestricted license to practice medicine in South Carolina and a valid, unrestricted narcotics license.

(ix) Except for approved vacation, holidays, continuing education and sick days, adhere to Practice's schedule for coverage of Practice's patients.

(x) Assist Practice in keeping and maintaining appropriate and timely financial records relating to all professional services rendered by Employee and attend to all billing reports, claims, and correspondence required in connection with his services rendered under this Agreement, consistent with requirements applicable to other physicians employed by Practice.

(xi) Actively participate in the collegial medical staff community.

(xii) At all times be a participating provider under and comply with the rules and regulations of the Medicare and Medicaid programs, and such managed care and direct contracting arrangements in which Practice participates.

(xiii) Strive to maintain amicable professional relationships with patients, their family members, and all professional and non-professional employees of Practice.

(xiv) Maintain the confidentiality of patients' records and information as required by law.

(xv) Not be listed, or have any current reason to believe that during the term of this Agreement that he will be so listed: (i) by a federal agency as excluded, debarred, suspended, or otherwise ineligible to participate in federal programs, including Medicare or Medicaid; (ii) on the Department of Health and Human Services ("***HHS***") Office of the Inspector General ("***OIG***") Cumulative Sanctions Report; or (iii) on the General Services Administration List of Parties Excluded from the Federal Procurement and Non-Procurement Programs.

(xvi) Use the equipment, instruments, pharmaceuticals and supplies furnished by or on behalf of Practice for the purposes for which they are intended and in a manner consistent with sound medical practice.

(xvii) Exercise reasonable efforts to obtain/maintain board certification, and obtain such certification by the end of the Term.

(xviii) The parties acknowledge that, during the term and any renewal terms of this Agreement, Employee must be able to appropriately and safely perform his duties hereunder. Employee is responsible for apprising Practice of health factors which may affect performance of Employee's professional and/or administrative duties, including health factors potentially affecting the health, safety or welfare of Employee or others. Practice, in accordance with applicable laws, shall from time to time be entitled to make reasonable inquiries and require appropriate health screenings, both mental and physical, and testing concerning Employee's ability to perform his duties. Such screenings and testing include, but are not limited to, testing for substance abuse; testing for communicable or infectious diseases, including sexually transmitted diseases; and requesting and receiving such other information necessary to assure Practice that Employee is capable of performing his duties and does not pose a health or safety risk to others.

The results of any testing, screening or examination as required herein will be maintained as confidential and will be disclosed within the sole discretion of Practice to its administration and management only on a need to know basis in accordance with applicable laws. Provided however, any positive test result will be reported to appropriate authorities as required or allowed by law. Furthermore, if Employee is or becomes infected with Human Immunodeficiency Virus (HIV)

or Hepatitis B Virus (HBV), then Practice has the sole discretion to report Employee's condition to an expert review panel, established pursuant to the S.C. Health Care Professional Compliance Act, S.C. Code Ann. §§44-30-10 *et seq.* (or any corresponding section of any future law) and any subsequent amendments as may occur, to determine Employee's appropriate scope of practice and resolve any other relevant issues.

(b) Employee has disclosed and will continue to truthfully disclose to Practice the following matters, whether occurring, at any time during the five (5) years immediately preceding the date of this Agreement or at any time during the term of this Agreement:

(i) any actual or threatened malpractice suit, claim (whether or not filed in court), settlement, settlement allocation, judgment, verdict or decree against Employee;

(ii) any disciplinary, peer review or professional review investigation, proceeding or action instituted against Employee by any licensure board, hospital, medical school, health care facility or entity, professional society or association, third party payor, peer review or professional review committee or body, or governmental agency;

(iii) any criminal complaint, indictment or criminal proceeding in which Employee is named as a defendant;

(iv) any allegation, investigation, or proceeding, whether administrative, civil or criminal, against Employee of filing false health care claims, violating anti-kickback laws, violating self-referral laws, violating fee splitting laws, or engaging in other billing improprieties;

(v) any organic or mental illness or condition that impairs or is likely to impair Employee's ability to practice medicine;

(vi) any dependency on, or habitual use or abuse of, alcohol or controlled substances, or any participation in any alcohol or controlled substance detoxification, treatment, recovery, rehabilitation, counseling, screening or monitoring program;

(vii) any allegation, investigation or proceeding, whether administrative, civil, or criminal, against Employee for violating professional ethics or standards, or engaging in illegal, immoral or other misconduct (of any nature or degree), relating to the practice of medicine;

(viii) any denial or withdrawal of an Employee's application in any state for licensure as a physician, for medical staff privileges at any hospital or other health care entity, for re-certification, for participation in any government third-party payment program, for state or federal controlled substances

registration, or for malpractice insurance, or loss of board certification in the medical specialty of Neurology;

(ix) any actual or threatened suspension or exclusion from participation in a federal health care program (as defined in 42 U.S.C. §1320a-7b(f)); and

(x) any contractual or other obligation of Employee that would prohibit Employee from being employed by Practice or providing professional services to patients of Practice.

6. Practice's Control and Employee's Professional Standards. It is further understood that Practice shall have the power to review all work done by Employee. Furthermore, Practice shall have the power to determine the specific duties of Employee, the means by which those duties shall be performed, and when those duties shall be performed; provided, however, in no event shall Practice: (i) control or infringe upon the manner and method by which Employee treats his patients and exercises his professional judgment related thereto; or (ii) impose employment duties or constraints of any kind that would require Employee to infringe upon the ethical code of his profession, violate any rules or regulations of any professional board, or violate any local ordinances or other law.

7. Sole Employment. During the period of his employment, Employee shall not undertake any professional medical services except for the benefit of Practice unless Practice shall consent thereto in writing and Employee shall not engage in any principal business or profession other than the rendition of professional medical services for and on behalf of Practice. However, nothing in this paragraph shall restrict or prevent Employee from personally investing or trading in stocks, bonds, securities, commodities, real estate, or any other form of passive investment, so long as such activities do not materially interfere with Employee's obligations as set forth under the Agreement's terms.

8. Fees. Practice shall have the exclusive authority to set and determine Employee's professional fees. Notwithstanding the above, Practice and Employee shall have regular discussions regarding the determination of Employee's professional fees. Employee agrees that all fees received or collected as a result of professional services rendered by him, together with all other emoluments (*e.g.*, incentives identified in Section 19, report fees, etc.), received for services rendered, shall be Practice's property and shall be remitted forthwith to said Practice in full upon receipt thereof by Employee. Accordingly, Employee acknowledges that his employment does not confer upon him any ownership interest in or personal claim upon any fees charged by Practice for his services, whether said fees are collected during his employment or after the termination thereof. Employee expressly agrees that the compensation and benefits received by him or payable to him under this Agreement shall satisfy and discharge in full all claims upon Practice for compensation in respect to his professional services.

9. Vacation, Continuing Education, Holiday and Sick Leave. Employee shall be permitted fifteen (15) business days during each twelve (12) month period of this Agreement, in the aggregate for vacation, continuing medical education, and sick leave. The leave accrues at one and one-fourth (1¼) days per month of employment and is not carried over from one year to the next if not used. Employee shall also receive five (5) days during each twelve (12) month period

of this Agreement for holidays observed by Practice. Any leaves of absence exceeding one (1) week shall be subject to Practice's sole discretion. The times at which Employee may be absent from the office shall be in Employee's discretion, subject to Practice's consent and provided that such time is compatible with the vacation, meeting, and work schedule of all employees as Practice determines. If this Agreement is terminated for any reason by either party, the leave shall be prorated according to the time Employee actually works during the twelve (12) month period, and Employee shall not be paid for any unused leave time.

10. Assignment. Employee may not assign any personal obligations or duties required under this Agreement, but he may assign his right to receive any payment hereunder subject to the provisions thereof with the advance written consent of Practice, which consent shall not be unreasonably withheld. Practice may assign this Agreement with the advance written consent of Employee, which consent shall not be unreasonably withheld. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors, heirs and legal representatives.

11. Termination for Cause. This Agreement shall terminate, at the option of the nonbreaching party for cause upon:

(a) Either party's material breach of the provisions of this Agreement;

(b) Employee's chronic inattention to duty, his dishonesty, his poor/negligent medical care of patients, or his failure to perform in any material manner his obligations hereunder;

(c) Employee's loss of his board certification or privileges to practice medicine (through resignation, limitation, revocation, suspension, or otherwise) at any hospital at which Practice does business;

(d) Loss or suspension of Employee's license to practice medicine in the State of South Carolina or his narcotics license;

(e) Employee's ineligibility for Practice's malpractice insurance coverage or his malpractice premiums become unreasonably expensive as compared to the premiums for other physician(s) employed by Practice, as determined in the sole discretion of Practice;

(f) Either party's conviction, plea of guilty, plea of nolo contendere, or an agreement to perform community service in lieu of a plea for a charge of theft, violation of drug laws, or sexual misconduct, or an offense that affects Practice's reputation, or which reasonably could create concern on the part of patients, the public or fellow employees;

(g) Either party's exclusion, debarment, suspension, or other ineligibility to participate in federal health care programs, including Medicare or Medicaid, or the inclusion of Employee's name on the HHS - OIG Cumulative Sanctions Report or the General Services Administration List of Parties Excluded from the Federal Procurement and Non-Procurement Programs; or

(h) Offset or withhold of provider payments attributable to Employee under the Federal Payment Levy Program of Medicare Fee-For-Service payments for Federal Tax Debt or Federal Non-Tax Debt of Employee, which is not withdrawn within thirty (30) days of institution.

If the event justifying termination is either paragraph (a) or (b) above, the non-breaching party agrees to give the other notice of its intention to terminate this Agreement, specifying the event or events of default justifying such notice. The breaching party shall have thirty (30) days from the date such notice is received to correct such default, if not corrected within that time period, this Agreement will be terminated on the thirtieth (30^{th}) day. If the event justifying the termination is (c) – (h) above, Practice may terminate the Agreement immediately upon written notice setting forth the grounds for the termination. All provisions of this Agreement requiring actions or refraining from actions after the termination of this Agreement shall survive and be in operation and in effect after the termination hereof.

12. Termination Without Cause.

(a) This Agreement may be terminated by either party without cause by ninety (90) days notice in writing to the non-terminating party.

(b) This Agreement may also be automatically terminated by Practice without cause or notice for the following reasons:

(i) the death of Employee; or

(ii) a partial or total disability preventing Employee from the continuation of practicing medicine for a period of ninety (90) or more days (whether or not consecutive), to the extent consistent with law.

(c) At the option of Practice, and subject to all limitations set forth in Section 14 herein, Practice may choose to terminate Employee immediately and pay Employee's compensation for the ninety day (90) notice period in accordance with Practice's normal payroll schedule.

13. Effect of Termination.

(a) Upon termination of this Agreement on grounds other than for cause under Section 12 herein, Practice is not required to make any salary or bonus payments set forth in Section 3 after the effective date of the termination except for salary and bonus payments related to those periods Employee actually provided services before, but owed after, the effective date of termination. Upon Practice's termination of this Agreement for cause pursuant to Section 12 herein, Practice is not required to make any salary or bonus payments set forth in Section 3 after the effective date of termination except for salary payments related to those periods Employee actually provided services before, but owed after, the effective date of termination.

(b) Notwithstanding the termination of Employee's employment, such termination shall not affect any liability or any other obligation of Employee or Practice which may have accrued prior to such termination. Further, Employee shall be required to complete all relevant medical records and otherwise fulfill all responsibilities hereunder relating to the services rendered prior to the date of termination, and Practice reserves the right to withhold bonus payments that may be due under Sections 3 and 14(a) herein if Employee fails to satisfy his obligations under Sections 6(a)(v) and 6(a)(x) prior to the date of termination. If Employee fails to satisfy these obligations within seven (7) calendar days after the date of termination, Employee agrees that he shall permanently forfeit and waive his right to receive such payments.

Employee Initials

Practice Initials

(c) Upon termination of this Agreement, Employee will return all records, patient lists, supplies and other materials of Practice. The terms of this Paragraph 14 shall survive termination or expiration of this Agreement for any reason.

14. Employee Covenants. In consideration of Employee's, employment hereunder, the compensation paid for Employee's services, and in further consideration of the disclosure to Employee of certain Confidential Information and Trade Secrets, as defined herein, during the course of such employment, whether past, present or future, Employee covenants and agrees as follows:

(a) Definitions. "*Restricted Territory*" means a thirty (30) mile*]* radius around Practice's office location existing now or at the termination of this Agreement in which Employee provided services under this Agreement. "*Restricted Period*" shall mean the period commencing on the Effective Date and expiring twenty- four (24) months following termination of employment by either party for any reason.

(b) No Prohibition Against Accepting Employment. Employee represents and warrants that he is free to accept employment with Practice and has no contractual obligation that would prevent him from being employed by Practice or providing professional services to patients of Practice.

(c) Acknowledgment of Confidential Information and Trade Secrets. Employee acknowledges that Practice has information that is confidential and/or that constitutes trade secrets that Practice uses in its business and which is essential to its continued ability to compete and be successful. It is expressly recognized and acknowledged by Employee that (i) Practice has developed and established a valuable business in providing healthcare services to patients; (ii) Practice's business connections, referral sources and patients have been established and maintained at great expense and are of great value to Practice; and (iii) by virtue of Employee's engagement by Practice, Employee will become personally acquainted with the referral sources and patients of Practice.

(d) Covenant Not to Disclose Trade Secrets and Confidential Information.

(i) The term "***Trade Secret(s)***," as used herein, shall be defined as set forth in the South Carolina Uniform Trade Secrets Act (S.C. Code Ann. §§39-8-10 *et seq.*), which defines Trade Secrets as information, including, but not limited to, a formula, pattern, compilation, program, device, method, technique, product, system or process, design, prototype, procedure or code that: (i) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by the public or any other person who can obtain economic value from its disclosure or use, and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

(ii) Employee expressly agrees that should the South Carolina General Assembly change the definition of "Trade Secret" set forth in the Act described above, Practice may amend this Agreement to set forth the new statutory definition of trade secret and that such definition shall be binding upon Employee from the date of said amendment forward.

(iii) Employee acknowledges and recognizes that the list or identification of patients, referral sources, and payors of Practice, its fee schedules, payor contracts, policies and operating procedures, as the same may exist from time to time, are valuable, special and unique assets of Practice's business and are Trade Secrets belonging to Practice.

(iv) The term "***Confidential Information***," as such term is used herein, shall mean any information which Practice uses in its business, which is not generally known in Practice's industry, and which Practice considers to be confidential or proprietary, whether or not such information rises to the level of a Trade Secret, including, but not limited to, the list in any medium or format of names of the patients of Practice ("***Patient List***"). Employee recognizes and acknowledges that Practice's patients and the specific needs of such patients are essential to the success of its business and its continued good will and that its Patient List is a property interest of Practice, having been developed by Practice at great effort and expense.

(v) Employee covenants and agrees that during Employee's employment and at all times thereafter, Employee shall not use or disclose any Trade Secrets of Practice, except as an employee of Practice with the consent of Practice. Employee further covenants and agrees that during the Restricted Period, Employee shall not use or disclose any Confidential Information of Practice, for any reason or purpose whatsoever, except as an employee of Practice without the written consent of Practice. Further, Employee shall not use the Trade Secrets or Confidential Information of Practice in any way that adversely impacts Practice, whether directly or indirectly.

(e) Covenant Not to Solicit Patients or Employees of Practice. Employee covenants and agrees that during the Restricted Period, Employee shall not, (i) solicit, divert or attempt to divert or take away any person who was a patient of Practice at any

time during Employee's employment with Practice and with whom Employee had any contact during such employment; or (ii) induce, encourage, or offer employment to, or hire, any employee of Practice; or (iii) solicit, induce or attempt to induce any referral source, supplier, payor, network, contractor, agent or representative associated with Practice to terminate its or his association with Practice; or (iv) interfere in any manner with any contractual relationship between Practice and any third party.

(f) Covenant Not to Compete. Employee covenants and agrees that in the event Employee's employment relationship with Practice is terminated for any reason whatsoever, Employee shall not, during the Restricted Period, directly or indirectly, alone or in association with or on behalf of any other person or entity, and within the Restricted Territory, whether as an employee, agent, representative, shareholder, director, officer, joint venturer, partner, sole proprietor, investor, or in any other capacity whatsoever: (i) own, operate, be employed by or under contract with, or participate in ownership, management or operation of any entity in which Employee provides healthcare services to patients.

(g) Breach; Remedies. Employee recognizes and agrees that a breach by Employee of any covenant contained in this Agreement would cause immeasurable and irreparable harm to Practice. In the event of a breach or threatened breach of any covenant contained herein, Practice shall be entitled to temporary and permanent injunctive relief, restraining Employee from violating or threatening to violate any covenant contained herein, as well as all costs and fees incurred by Practice, including attorney's fees, as a result of Employee's breach or threatened breach of the covenant. Practice and Employee agree that the relief described herein is in addition to such other and further relief as may be available to Practice at equity or by law. Nothing herein shall be construed as prohibiting Practice from pursuing any other remedies available to it for such breach or threatened breach, including the recovery of damages from Employee. Employee waives the claim or defenses that the terms of the covenant are unreasonable and agrees that he shall not urge in any such action or proceeding that such claims or defenses exist.

(h) Covenants Independent. The covenants on the part of Employee itemized in paragraphs 16(a) through (g) hereof (collectively, the "***Restrictive Covenants***") shall each be construed as agreements independent of each other and of any other provision in this Agreement. The unenforceability of one shall not affect the remaining covenants.

(i) Material Covenants. Employee acknowledges that his agreements and the Restrictive Covenants are material conditions to Practice's agreement to execute and deliver this Agreement and that Practice would not have entered into this Agreement without such agreements and Restricted Covenants.

(j) Reasonable Restraint. Employee agrees, with respect to the Restricted Covenants, that:

(i) the Restricted Covenants are reasonable as to time, geographical scope and business scope;

(ii) in exchange, valuable consideration has been received by Employee from Practice;

(iii) the protection afforded Practice is necessary for Practice to reasonably to protect its business interests; and

(iv) if he chooses, Employee is fully capable of maintaining gainful employment after termination of employment with Practice and while bound by the provisions of the Restricted Covenants.

15. Authority, Patient Selection and Third Party Payor Program. Employee shall have no authority to contract for or to obligate Practice in any way unless Practice shall specifically confer such authority in writing. It is understood and agreed that Practice shall have complete and sole control and authority with respect to the acceptance or refusal of any patient, the amount of fees charged by Practice for professional services and whether Practice and/or Employee shall be participating physicians in any third party payor program; provided, however, in no event shall Practice control the manner and method by which Employee treats his patients.

16. Compliance with Reimbursement Laws and Indemnification.

(a) Employee will comply with those provisions of the law that affect reimbursement to Practice. Employee will not do anything that will adversely affect reimbursement payments to Practice from any third party payor or that will adversely affect Practice's Medicaid or Medicare provider status.

(b) Employee shall comply in all respects with the Medicare and Medicaid laws and regulations, including, without limitation, the anti-kickback and fraud and abuse provisions thereof, and no direct or indirect payments shall be made to induce or as consideration for the referral of a Medicare or Medicaid patient.

(c) Employee agrees to indemnify and hold harmless Practice and its agents, employees, representatives, heirs, successors and assigns from any and all claims arising out of or related Employee's intentional, reckless or willful violation of the provisions of this Section 18, including, but not limited to, reimbursement for all civil fines, loss of reimbursement, reasonable attorney fees, and costs incurred by Practice as a result of or in defense of such claim.

17. Incentives. Employee irrevocably assigns to Practice any and all of the following amounts (collectively, the "Incentives"), and shall immediately transfer to Practice any such Incentives received by Employee: (i) Electronic health record incentives for which Employee qualifies under the HITECH Act ("EHR Incentives"); (ii) amounts for which Employee qualifies under the Physician Quality Reporting Initiative or any successor thereto ("PQRI Incentives"); and/or (iii) amounts for which Employee qualifies under the Electronic Prescribing Incentive Program or any successor thereto ("eRx Incentives"). Employee agrees to use commercially reasonable best efforts to qualify for the maximum Incentives for which Employee may be eligible, and at Practice's request, shall execute such documents as Practice deems necessary for Employee to register for, qualify for or receive any Incentives. Employee authorizes Practice to execute and submit on Employee's behalf any documentation Practice deems necessary for

Employee to: (i) register for, qualify for or receive any Incentives (including, without limitation, any waiver of Medicare EHR Incentives to qualify for Medicaid EHR Incentives); or (ii) transfer to Practice any and all Incentives for which Employee qualifies.

18. Dispute Resolution.

(a) Employee stipulates and agrees that if any Restrictive Covenant is breached or its breach is threatened, Practice would suffer irreparable harm and could not be made whole by an award of monetary damages or any other relief at law. Accordingly, Practice, in addition to monetary damages and any other remedy to which it may be entitled by law or in equity, shall be entitled to an injunction to prevent breaches of the Agreement and to an order compelling specific performance of this Agreement. If a court of competent jurisdiction determines that Employee has breached the Agreement, Employee will reimburse the other Practice for all costs and expenses, including reasonable attorneys' fees. Any action brought pursuant to this Section 20(a) shall be filed in a court of competent jurisdiction in located in Sumter County, South Carolina, and each party stipulates and agrees that said venue is proper and waives any and all objections thereto.

(b) Arbitration. Except as otherwise provided in Section 20(a) herein or any other term of this Agreement, with respect to any and all disputes arising out of or by reason this Agreement, or any of the transactions contemplated hereby, the parties shall be entitled to all legal and equitable remedies provided by law and agree to submit the dispute to arbitration. The arbitration shall take place in Sumter County, South Carolina, or at another location mutually agreeable to the parties. The arbitration shall be conducted in accordance with the rules and regulations of the American Health Lawyers Association then in effect. In the event of an arbitration, judgment may be entered upon any award arising out of such arbitration in any court of competent jurisdiction and all costs of the arbitration shall be borne by the party against whose interest the arbitration is adversely determined. The parties agree to exercise good faith and reasonable efforts to complete arbitration within ninety (90) calendar days following the receipt of notice of arbitration.

19. Patient Records. Employee acknowledges that any papers, x-rays or other imaging materials, slides, medical data, medical records, patient lists, fee books, patient administrative records, billing records, files, or other documents or copies thereof pertaining to any patient treated by Employee or in Practice' practice belong to and will remain the property of Practice. Such records shall be considered Practice's property for all purposes of this Agreement regardless of the number of patients of record who are receiving care from Employee as a result of his employment pursuant to the terms of this Agreement. Practice shall make copies of such records available to Employee for patient treatment or litigation defense purposes, but not for solicitation purposes. During the term of this Agreement, Practice shall bear the cost of such reproduction. After the term of this Agreement, Employee shall bear the cost of reproduction of records. Employee shall have full access to and use of the patient records during the terms of this Agreement for any and all business purposes related to the performance of his duties hereunder. However, under no circumstances shall Employee, or his agents, remove or copy any patient list, clinical or financial records of Practice without Practice's express written consent.

20. Notice. Any notice required or permitted to be given under this Agreement shall be sufficient if in writing, and if sent by registered mail to his residence in the case of Employee or to the principal place of business in the case of Practice.

21. Legal Effect. The rights and obligation of the parties under this Agreement shall inure to the benefit of and shall be binding upon their respective heirs, executors, administrators, successors and assigns. All captions are included only for reference and shall not constitute substantive provisions of this Agreement.

22. Entire Agreement. This instrument contains the entire agreement of the parties and may not be changed orally but only by an agreement in writing and signed by the party against whom enforcement of any waiver, change, modification, extension, or discharge is sought.

23. Amendment. Without in any way voiding the whole hereof, any and all parts of this Agreement may be amended, by mutual agreement of the parties, as provided above.

24. Waiver of Breach. The waiver by Practice of a breach of any provision of this Agreement by Employee shall not operate or be construed as a waiver of any subsequent breach by Employee.

25. Governing Law. This Agreement shall be governed by and construed with the laws of the State of South Carolina. The parties stipulate and agree that venue of any disputes shall be in Sumter County, South Carolina and any objections to venue are hereby waived.

26. Severability. Should any clause or term of this Agreement be deemed invalid or unenforceable, the remaining terms shall continue in full force and effect.

27. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and together shall constitute one and the same Agreement.

28. Confidentiality. The terms of this Agreement may not be released to any third party, except spouses, banks, attorneys, accountants and other financial consultants of Practice and Employee, who agree to hold the information confidential, without the written consent of the other party, which consent shall not be unreasonably withheld.

IN WITNESS WHEREOF, the Undersigned have caused this instrument to be executed on the date first above written.

ATTEST:

PRACTICE:

COLONIAL FAMILY PRACTICE, LLC

By: _____
Clay M. Lowder, M.D.

Its: Managing Partner

EMPLOYEE:

_____
John K. Baker, M.D.

Subject: FW: Re: Granting Doc Equity Buy-In Rights

----- Forwarded Message -----
From: Clay Lowder <claylowder@yahoo.com>
To: "dave@varsityhealthcarepartners.com" <dave@varsityhealthcarepartners.com>
Cc: "thomas.watson@colonialfamilypractice.com" <thomas.watson@colonialfamilypractice.com>
Sent: Thursday, May 12, 2016, 6:27:20 PM EDT
Subject: Re: Granting Doc Equity Buy-In Rights

Thanks
Baker just wants the plan in place June. I think it would be fine if we told him we allow buy in Jan 1.
Cannot lose him
Dr Pridgen came over and we had lunch today.
She wants to buy in too.
Not a huge producer but brings in over 700 k. Need to at least offer to her if she meets productivity.

Thanks

Clay

> On May 12, 2016, at 6:14 PM, dave@varsityhealthcarepartners.com wrote:
>
> I am on this. Just need to refresh my understanding of the "accredited investor" requirements, which are tied to MD income over 3 years and net worth (we went through this in eye care when we first set up program). I also am going to get you guys copies of the document and cover letter we used in EyeCare so you can see what we provided to MDs.
>
> Then I will circle back through Tom with some proposed concept of length of service and production thresholds; we can iterate and then involve clay to finalize.
>
>
>
> Varsity Healthcare Partners
> 1875 Century Park East, #1980
> Los Angeles, CA 90067
> T: 310 564 2683
> M: 310 405 3344
>
>
>> On May 12, 2016, at 6:10 PM, Thomas Watson <thomas.watson@colonialfamilypractice.com> wrote:
>>
>> Clay, Dave called me today and we spoke about how to structure a program that was objective (as you and I discussed), with "guidelines" including criteria to qualify for consideration around the opportunity to buy-in. He needs to check on a few things that the lawyers ought to advise us on ... but I wanted to assure you progress is being made already. I'll follow-up next week with more details.
>>
>> TW
>>
>> P.S. I stopped over to see Dr. Baker as I mentioned was my plan. He was backed-up about 1 hour, so I waited in the hall just to shake his hand and let him know we are on it, and how important he is to me/us.
>>
>> Sent from Thomas Watson's iPhone

CONFIDENTIAL

Subject: FW: Re: Physician Buy-in Criteria (CONFIDENTIAL)

----- Forwarded Message -----
From: Clay Lowder <claylowder@yahoo.com>
To: "dave@varsityhealthcarepartners.com" <dave@varsityhealthcarepartners.com>
Cc: "thomas.watson@colonialfamilypractice.com" <thomas.watson@colonialfamilypractice.com>; "renee.anderson@colonialfamilypractice.com" <renee.anderson@colonialfamilypractice.com>; "patrick.rehfield@morganlewis.com" <patrick.rehfield@morganlewis.com>; "paul.miller@colonialfamilypractice.com" <paul.miller@colonialfamilypractice.com>
Sent: Sunday, May 29, 2016, 8:26:29 PM EDT
Subject: Re: Physician Buy-in Criteria (CONFIDENTIAL)

[redacted]

Clay

On May 29, 2016, at 4:24 PM, dave@varsityhealthcarepartners.com wrote:

[redacted]

Varsity Healthcare Partners
1875 Century Park East, #1980
Los Angeles, CA 90067
T: 310 564 2683
M: 310 405 3344

CONFIDENTIAL

On May 29, 2016, at 1:09 PM, Clay Lowder <claylowder@yahoo.com> wrote:

[redacted]

Clay

On May 29, 2016, at 1:32 PM, Thomas Watson <thomas.watson@colonialfamilypractice.com> wrote:

Got it. Thanks Dave!

TW

Sent from Thomas Watson's iPhone

On May 29, 2016, at 12:53 PM, "dave@varsityhealthcarepartners.com" <dave@varsityhealthcarepartners.com> wrote:

[redacted]

Dave

Varsity Healthcare Partners
1875 Century Park East, #1980
Los Angeles, CA 90067
T: 310 564 2683
M: 310 405 3344

On May 29, 2016, at 7:16 AM, Thomas Watson <thomas.watson@colonialfamilypractice.com> wrote:

[redacted]

CONFIDENTIAL

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

Thomas W. Watson

Chief Executive Officer

Colonial Healthcare

325 Broad Street, Suite 100

Sumter, SC 29150

Cell: 614-743-6467

Thomas.Watson@colonialfamilypractice.com

<image005.jpg>

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---

From: David Alpern [mailto:dave@varsityhealthcarepartners.com]
Sent: Tuesday, May 17, 2016 2:56 PM
To: Thomas Watson <thomas.watson@colonialfamilypractice.com>
Subject: Re: Physician Buy-in Criteria Thoughts

I ran down the new rules on Accredited Investors with MLB; rules are minimum gross individual comp of $200K for preceding 2 years or $300K in aggregate (with spouse) OR minimum net worth of $1M, not including the primary residence. I think the guys we are targeting should be comfortably above the $200K (if the goal is top performers), which again sort of implies $1M of gross production if you use 20% as the approximate ultimate % of collections that our MDs capture under the formula [$200K/20%]. This includes ancillaries, so I just want to make sure that maps to your 550 visits benchmark, meaning at 550 visits/month would that MD hit a total collections target of $1M, including ancillaries? Confirm back to me on this.

I agree on July [earliest is really May, as third party valuation of the equity will be done and approved by Board, which protects against minority shareholder law suits] and agree on $100K cap, although note that we can move that cap up/down annually at the discretion of the Board.

I asked MLB to pass along the ESP and begin drafting FCP documents; I will get you cover memo as a means of something you can speak to with Baker, but call me if you want the talking points.

David A. Alpern

1875 Century Park East, Suite #1980

Los Angeles, CA 90067

Mobile: 310-405-3344

Office: 310-564-2683

<image006.png>

CONFIDENTIAL

On May 17, 2016, at 5:09 AM, Thomas Watson <thomas.watson@colonialfamilypractice.com> wrote:

Physician Buy-in Criteria:

* Three years of experience with Colonial
* Performance, minimum TTM patient visit average of 550/month (reflective of clinical quality and service experience)
* Recommendation of CMO

Timing: July 1st each year an opportunity to buy-in / increase investment is available based on independently evaluated equity levels (Duff & Phelps, post completion of the annual audit). ***The investment is capped at $100k, with a minimum investment of $10k.***

Once you pass me the legal considerations and provide some feedback on these criteria we can talk to Baker (Neurologist doc). He's anxious to hear back from us ... and definitely a keeper.

TW

Sent from Thomas Watson's iPhone

CONFIDENTIAL

Subject: FW: Re: MD Buy In: Status Quo Versus Pro Forma For MDs Buying $100K Each At Current Valuation

----- Forwarded Message -----
From: Thomas Watson <thomas.watson@colonialfamilypractice.com>
To: "dave@varsityhealthcarepartners.com" <dave@varsityhealthcarepartners.com>
Cc: "Claylowder@yahoo.com" <Claylowder@yahoo.com>; "jablon@varsityhealthcarepartners.com" <jablon@varsityhealthcarepartners.com>
Sent: Thursday, June 2, 2016, 7:44:45 PM EDT
Subject: Re: MD Buy In: Status Quo Versus Pro Forma For MDs Buying $100K Each At Current Valuation

So the number shows a 1/2 of 1% impact, and that is if they both want to buy the "maximum" $100k amount. It could be that they do something much lower (floor is $10k).

Based on this and prior promises (at least in their minds) it would seem we should allow this exception for Dr. Baker the Neurologist. However, I think we should keep the bar for Dr. Pridgen at 500 visits (an exception from our 550 "standard"); this means she must first qualify, but doesn't need to wait until July 2017. I would add that I think our 550 standard should be at least a trailing 3 month average for her, but as a standard (for others in the future) it should be TTM. Does that seem reasonable?

I also wanted to ask who customarily relays such decisions (in your other portfolio companies). I am happy to take this responsibility on, but will fall in line if there is an established protocol.

TW

Sent from Thomas Watson's iPhone

On Jun 2, 2016, at 6:08 PM, David Alpern <dave@varsityhealthcarepartners.com> wrote:

> See the attached, which details the impact to all of us shareholders of letting 2 MDs each purchase $100K of FCP Holdings stock at the current fair market value, which is cost, as we haven't yet written up the equity. (This doesn't reflect dilution for the management equity profit interests, which are naturally subject to vesting requirements, but dilute everyone pro rata.) T
>
> Dave
>
> <Cap Table PF for New Docs.pdf>

CONFIDENTIAL

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From: David Alpern <dave@varsityhealthcarepartners.com>
To: "thomas.watson@colonialfamilypractice.com" <thomas.watson@colonialfamilypractice.com>
Cc: "Claylowder@yahoo.com" <Claylowder@yahoo.com>; "jablon@varsityhealthcarepartners.com" <jablon@varsityhealthcarepartners.com>
Sent: Thursday, June 2, 2016, 8:21:25 PM EDT
Subject: Re: MD Buy In: Status Quo Versus Pro Forma For MDs Buying $100K Each At Current Valuation

I don't know the issues with baker (need you to explain) but again would just advise you to try to minimize the exceptions we make for people. I would stick to TTM, as you suggest, otherwise people can crush it for a few months and get some valuable equity and then kick their feet up.

I think it's prudent for CEO to be interface to the MDs to describe the program and conduct the annual meeting with shareholder MDs to update progress and show yea end valuation. Paul can be the conduit for any of the details on numbers etc.

Varsity Healthcare Partners
1875 Century Park East, #1980
Los Angeles, CA 90067
T: 310 564 2683
M: 310 405 3344

On Jun 2, 2016, at 4:44 PM, Thomas Watson <thomas.watson@colonialfamilypractice.com> wrote:

So the number shows a 1/2 of 1% impact, and that is if they both want to buy the "maximum" $100k amount. It could be that they do something much lower (floor is $10k).

Based on this and prior promises (at least in their minds) it would seem we should allow this exception for Dr. Baker the Neurologist. However, I think we should keep the bar for Dr. Pridgen at 500 visits (an exception from our 550 "standard"); this means she must first qualify, but doesn't need to wait until July 2017. I would add that I think our 550 standard should be at least a trailing 3 month average for her, but as a standard (for others in the future) it should be TTM. Does that seem reasonable?

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TW

Sent from Thomas Watson's iPhone

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> See the attached, which details the impact to all of us shareholders of letting 2 MDs each purchase $100K of FCP Holdings stock at the current fair market value, which is cost, as we haven't yet written up the equity. (This doesn't reflect dilution for the management equity profit interests, which are naturally subject to vesting requirements, but dilute everyone pro rata.) T
>
> Dave
>
> <Cap Table PF for New Docs.pdf>

Subject: FW: FW: Physician Buy In Documents
Attachments: (87740876)_(3)_Family Care Partners - Initial Indication of Interest (Cl....docx

----- Forwarded Message -----
From: Thomas Watson <thomas.watson@colonialfamilypractice.com>
To: "dave@varsityhealthcarepartners.com" <dave@varsityhealthcarepartners.com>
Cc: "claylowder@yahoo.com" <claylowder@yahoo.com>; "paul.miller@colonialfamilypractice.com" <paul.miller@colonialfamilypractice.com>
Sent: Monday, June 27, 2016, 2:50:50 PM EDT
Subject: FW: Physician Buy In Documents

Dave, I went through the host of documents ML sent you and I on 6/3 regarding the doc buy-in materials. Allison also provided this, and one other document today.

[redacted]

As you know, I met with Dr. Baker about him buying in, and explained our willingness / interest in having him be a shareholder … explaining that this was a "special" exception, as 7/1/2017 would have ordinarily been our buy-in window for him. He was very appreciative, and had an interest, albeit he had not yet thought through how much he wanted to invest (between $10k and $100k was communicated as the opportunity). I told him I would run down the necessary materials, which is what I have done, including holding my follow-up call with Jon and Patrick today at 11am.

Give me a buzz today when you get a moment, as we planned. Would be good to discuss this process, what you have in mind for the mgmt pres., Dillon, etc.

TW

P. S. Clay, I have not yet spoke with Dr. Pridgen. I think it is appropriate to relay to her that we are considering her, but our visit target is normally 550, and we need to see her get to a consistent production level. You and I can discuss this on our 1x1 this week.

From: Gargano, Allison [mailto:allison.gargano@morganlewis.com]
Sent: Monday, June 27, 2016 1:03 PM
To: Thomas Watson <thomas.watson@colonialfamilypractice.com>
Cc: Morris, Jonathan D. <jonathan.morris@morganlewis.com>
Subject: FW: Physician Buy In Documents

CONFIDENTIAL

[redacted]

Thanks,

Allison

Allison D. Gargano

Morgan, Lewis & Bockius LLP

101 Park Avenue | New York, NY 10178-0060

Direct: +1.212.309.6948| Main: +1.212.309.6000 | Fax: +1.212.309.6001

allison.gargano@morganlewis.com | www.morganlewis.com

Assistant: Helena Cabutto | +1.212.309.6969 | Helena.cabutto@morganlewis.com

---

From: David Alpern [mailto:dave@varsityhealthcarepartners.com]
Sent: Saturday, June 04, 2016 12:54 AM
To: Morris, Jonathan D.
Cc: Thomas Watson; Cowan, Joyce A.; Rehfield, Patrick; Gargano, Allison; Dean, Katherine
Subject: Re: Physician Buy In Documents

[redacted].

Varsity Healthcare Partners

1875 Century Park East, #1980

Los Angeles, CA 90067

T: 310 564 2683

M: 310 405 3344

On Jun 3, 2016, at 8:03 PM, Morris, Jonathan D. <jonathan.morris@morganlewis.com> wrote:

CONFIDENTIAL

Dave and Tom,

[redacted]

Best regards,

Jon

Jonathan D. Morris

Morgan, Lewis & Bockius LLP

CONFIDENTIAL

101 Park Avenue | New York, NY 10178-0060

Direct: +1.212.309.6636 | Main: +1.212.309.6000 | Fax: +1.212.309.6001

jonathan.morris@morganlewis.com | www.morganlewis.com

Assistant: Ann Silva | +1.212.309.6638 | ann.silva@morganlewis.com

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<(87744475)_(3)_Family Care Partners Subscription Agreement (Class B).DOCX>

<(87744432)_(3)_Family Care Partners- Investment Letter (Class B).DOCX>

<(87740876)_(3)_Family Care Partners - Initial Indication of Interest (Class B).DOCX>

<(85731540)_(1)_CFP Holdings - Amended and Restated LLCA (Executed).pdf>

<(87741378)_(3)_Family Care Partners LLC Agreement Summary (Class B).DOCX>

CONFIDENTIAL

[*Insert Date*]

CONFIDENTIAL

Thomas W. Watson
Chief Executive Officer
Family Care Partners Holdings LLC
325 Broad Street
Sumter, SC 29150

Re: Potential Investment in Family Care Partners Holdings LLC (the "Company")

Dear Mr. Watson:

I am pleased to submit the following non-binding, initial indication of interest to acquire common membership units of the Company (the "Potential Investment"). I acknowledge and agree that this letter and any ensuing disclosures and discussions relating to the Potential Investment shall remain subject to the Non-Disclosure Agreement between me and the Company, dated _____, _____.

Subject to confirmatory due diligence, the anticipated range of my investment in the Company is _____ to be paid in cash in order to acquire common membership units of the Company at a purchase price of $_____ per unit.

By signing below, I certify that I am an "accredited investor" within the meaning of Rule 501(a) of Regulation D promulgated under the Securities Act of 1933, as amended, and I qualify as such because I am (*check applicable box*):

☐ a natural person whose individual net worth, or joint net worth with that person's spouse, at the time of his purchase exceeds $1,000,000 (excluding the value of the primary residence of such natural person)

☐ a natural person who had an individual income in excess of $200,000 in each of the two most recent years or joint income with that person's spouse in excess of $300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year.

This letter is intended only to provide a basis for continued discussions, and does not constitute an offer by me to purchase any securities or an acceptance of an offer to purchase securities nor is it a binding contract, commitment or obligation on my part or on the part of any other party with respect to the Potential Investment.

Very truly yours,

_____

Subject: FW: FW: Pridgen Tie-off
Attachments: Daily Productivity Report_11-15-2016.pdf

From: Thomas Watson
Sent: Saturday, November 19, 2016 11:01 AM
To: Clay Lowder (claylowder@yahoo.com) <claylowder@yahoo.com>; Clayton Lowder <clayton.lowder@colonialfamilypractice.com>
Cc: Paul Miller <paul.miller@fcpmgmt.com>
Subject: Pridgen Tie-off
Importance: High

Clay, let me know your decision on Pridgen for buy-in. My bias is to stick to the criteria, which has 550 as the floor for the monthly visits Ave. factor. As you know, Jess has all the detail you need in the Daily file to keep an eye on her. I pasted below where she is YTD thru 11/15:

												AVE.
Pridgen Kaoru MD Columbia 07/17/13												
351	384	515	392	483	545	457	494	234	501	399	469	5,224
4,356		436										

Seems to me the message to her needs to be to improve how she operates, and commitment to patients, … as you've pointed out. And, then reinforce the **facts** on visits. In my view I was clear about hitting at least 500 "consistently" and it is evident from the report she has failed to do so for 2016. I'm still open to revisiting on 7/1/2017 (when the buy-in window opens up for all who qualify), BUT she has to satisfy ALL of the buy-in criteria.

For ease of reference:

Buy-in Script & Criteria:

"We offer providers who have demonstrated their commitment to quality care and performance the right to become owners of Colonial Family Care, PC. The guidelines we have established include:

* Three years of experience with Colonial
* Performance, minimum TTM patient visit average of 550/month (reflective of clinical quality and service experience)
* Recommendation of CMO and fellow partners practicing at your "home" site [*the home site idea was something Paul suggested, which I like a lot*]

Timing: July 1st each year an opportunity to buy-in / increase investment is available based on independently evaluated equity levels (Duff & Phelps, post completion of the annual audit). *The minimum investment is $10k, up to a maximum of $100k in any one year."*

CONFIDENTIAL

NOTE: Once we get further into our ACO filing and understand the quality care metrics used in measuring our performance I would like to add that component to our buy-in criteria so that all are aligned. I would assume those metrics are very good, established data points that would make sense to model.

TW

P.S. Please handle this delicately as we agreed.

From: Jessica Alps
Sent: Wednesday, November 16, 2016 3:54 PM
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Cc: kelly collins <kcollins@padgettfm.com>
Subject: Daily Productivity Report - 11-15-16

Please find attached the updated Daily Productivity Report.

Thanks,

Jess

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Colonial Healthcare
SUMMARY by Provider for 11/15/16

(Sorted Highest to Lowest by PY Full Year Total)

Providers:		Type:	Primary Location:	Hire Date:	MONTHLY TOTALS: MTD Nov-2016	MONTHLY TOTALS: PY MTD Nov-2015	MONTHLY TOTALS: Var #	MONTHLY TOTALS: Var %	ANNUAL TOTALS: YTD Nov-2016	ANNUAL TOTALS: PY YTD Nov-2015	ANNUAL TOTALS: Var #	ANNUAL TOTALS: Var %	DAYS WORKED - COMPARE: MONTHLY INFO: MTD - # Days Worked Nov-2016	MTD - % Worked of: 11 Days	DAYS WORKED - COMPARE: ANNUAL INFO: YTD - # Days Worked Nov-2016	PY YTD - # Days Worked Nov-2015	Var #	Var %	YTD - % Worked of: 224 Days	PY YTD - % Worked of: 224 Days
# of Providers (excl. Residents/PRNs):					**34**	**27**			**27**	**21**										
# of Workdays, if applicable:					**11**	**10**														
Shareholder Providers:																				
Meyers	Edward	MD	Urgent Care	06/16/08	271	369	(98)	-27%	6,829	7,507	(678)	-9%	8	73%	198	203	(5)	-2.5%	88%	91%
Lucas	Thomas	MD	325 Broad	08/09/10	358	284	74	26%	6,427	7,089	(662)	-9%	12	109%	217	225	(8)	-3.6%	97%	100%
Leonard	Jason	MD	325 Broad	04/11/07	352	177	175	99%	6,691	6,820	(129)	-2%	11	100%	217	223	(6)	-2.7%	97%	100%
Mahr	Christopher	MD	Bultman	01/28/08	364	342	22	6%	6,398	6,822	(424)	-6%	11	100%	203	215	(12)	-5.6%	91%	96%
Grunsky	Mitchell	MD	325 Broad	03/17/04	230	320	(90)	-28%	6,596	6,636	(40)	-1%	7	64%	188	189	(1)	-0.5%	84%	84%
Soto	Carlos	MD	Columbia	05/01/10	328	274	54	20%	6,190	6,660	(470)	-7%	11	100%	204	211	(7)	-3.3%	91%	94%
Whaley	David	MD	325 Broad	06/01/02	336	270	66	24%	6,413	6,306	107	2%	11	100%	199	193	6	3.1%	89%	86%
Lowder	Clay	MD	325 Broad	06/01/02	389	310	79	25%	7,175	6,149	1,026	17%	9	82%	169	171	(2)	-1.2%	75%	76%
Stewart	Ike	MD	220 Broad	04/28/08	283	248	35	14%	5,388	5,773	(385)	-7%	11	100%	196	215	(19)	-8.8%	88%	96%
Subtotal Shareholder Providers:					**2,911**	**2,594**	**317**	**12%**	**58,107**	**59,762**	**(1,655)**	**-3%**								
Other Active Providers:																				
Medical Doctors:																				
Aldrich	William	MD	Manning	08/09/13	237	250	(13)	-5%	4,999	5,302	(303)	-6%	9	82%	193	208	(15)	-7.2%	86%	93%
Pridgen	Kaoru	MD	Columbia	07/17/13	198	314	(116)	-37%	4,554	4,777	(223)	-5%	9	82%	174	172	2	1.2%	78%	77%
Baker	John	MD	Neurology	03/26/11	178	191	(13)	-7%	3,902	3,659	243	7%	9	82%	164	163	1	0.6%	73%	73%
Judy	Carrie	MD	220 Broad	04/05/11	148	128	20	16%	2,929	2,609	320	12%	10	91%	194	147	47	32.0%	87%	66%
Bista	Sukirti	MD	Peds	11/16/15	125	-	125	0%	3,478	-	3,478	0%	6	55%	205	-	205	0.0%	92%	0%
Morris	Winston	MD	Columbia	11/05/15	106	49	57	116%	2,494	49	2,445	4990%	6	55%	174	6	168	2800.0%	78%	3%
Trigg	Russ	MD	Urgent Care	08/01/16	176	-	176	0%	1,085	-	1,085	0%	7	64%	48	-	48	0.0%	21%	0%
Padgett	Dale	MD	Bamberg	10/01/16	78	-	78	0%	205	-	205	0%	6	55%	100	106	(6)	-5.7%	45%	47%
Braswell	William	MD	Bamberg	10/01/16	117	-	117	0%	332	-	332	0%	11	100%	128	-	128	0.0%	57%	0%
Subtotal Other MDs:					1,363	932	431	46%	23,978	16,396	7,582	46%								
Mid-Levels:																				
Stukes	Lillian	Mid	Manning	05/14/14	54	101	(47)	-47%	1,675	2,195	(520)	-24%	10	91%	176	198	(22)	-11.1%	79%	88%
Hoshour	Carrie	Mid	Urgent Care	10/30/14	99	109	(10)	-9%	2,408	1,607	801	50%	7	64%	161	106	55	51.9%	72%	47%
Reisenauer	Kimberly	Mid-PT	325 Broad	10/30/00	69	67	2	3%	1,369	1,796	(427)	-24%	8	73%	165	208	(43)	-20.7%	74%	93%
Heyward	Felicia	Mid	Wesmark	08/31/15	140	122	18	15%	2,142	508	1,634	322%	10	91%	162	40	122	305.0%	72%	18%
Cox	Mary	Mid	Urgent Care	08/03/15	154	108	46	43%	3,232	362	2,870	793%	8	73%	157	39	118	302.6%	70%	17%
Morgan	Leighton	Mid	Bultman	11/02/15	140	5	135	2700%	2,403	5	2,398	47960%	11	100%	205	4	201	5025.0%	92%	2%
Ham	Abigail	Mid	Urgent Care	08/04/15	151	1	150	15000%	3,181	108	3,073	2845%	8	73%	157	6	151	2516.7%	70%	3%
Robinson	Jessica	Mid	325 Broad	12/02/15	79	-	79	0%	1,819	-	1,819	0%	8	73%	165	-	165	0.0%	74%	0%
Myers	Maxine	Mid	Urgent Care	12/17/15	68	-	68	0%	1,591	-	1,591	0%	6	55%	115	-	115	0.0%	51%	0%
West	Julie	Mid	Neurology	08/01/16	39	-	39	0%	116	-	116	0%	8	73%	27	-	27	0.0%	12%	0%
Hamm	Allison	Mid	Bamberg	10/01/16	121	-	121	0%	236	-	236	0%	11	100%	164	-	164	0.0%	73%	0%
Kunkelman	Matthew	Mid	Bamberg	10/01/16	103	-	103	0%	354	-	354	0%	8	73%	198	183	15	8.2%	88%	82%
Reed	Gloria	Mid	Orangeburg	10/01/16	97	-	97	0%	276	-	276	0%	8	73%	160	156	4	2.6%	71%	70%
Smith	Ashley	Mid	Orangeburg	10/01/16	68	-	68	0%	210	-	210	0%	7	64%	173	-	173	0.0%	77%	0%
Davies	Torianne	Mid-PRN	Urgent Care	03/17/16	-	-	-	0%	117	-	117	0%	-	0%	15	-	15	0.0%	7%	0%
Spencer	Hadley	Mid-PRN	Urgent Care	03/26/16	-	-	-	0%	-	-	-	0%	-	0%	-	-	-	0.0%	0%	0%
Subtotal Other Mids:					1,382	513	869	169%	21,129	6,581	14,548	221%								
Residents		N/A	Urgent Care	N/A	-	39	(39)	-100%	171	1,140	(969)	-85%	-	0%	6	67	(61)	-91.0%	3%	30%
Subtotal Other Active Providers:					**2,745**	**1,484**	**1,261**	**85%**	**45,278**	**24,117**	**21,161**	**88%**								
Subtotal All Active Providers:					**5,656**	**4,078**	**1,578**	**39%**	**103,385**	**83,879**	**19,506**	**23%**								
Plus: Forecasted New Providers																				
Medical Doctors:																				
Smith	Kate (Turbeville)	MD-PT	Turbeville	11/01/16	-	-	-	0%	-	-	-	0%	-	0%	-	-	-	0.0%	0%	0%
Full-time MD	(Neurology)	MD	Neurology	11/01/16	-	-	-	0%	-	-	-	0%	-	0%	-	-	-	0.0%	0%	0%
Chandler	Michael (Rosewood)	MD	Rosewood	11/01/16	-	-	-	0%	-	-	-	0%	-	0%	-	-	-	0.0%	0%	0%
Mid-Levels:																				
Miles	Julie (Manning)	Mid	Manning	12/01/16	-	-	-	0%	-	-	-	0%	-	0%	-	-	-	0.0%	0%	0%
Munn	Ashley (Rosewood)	Mid	Rosewood	11/01/16	-	-	-	0%	-	-	-	0%	-	0%	-	-	-	0.0%	0%	0%
Robinson	(Summerton APP-1)	Mid	Summerton	11/01/16	17	-	17	0%	17	-	17	0%	-	0%	-	-	-	0.0%	0%	0%
Stukes	(Summerton APP-2)	Mid	Summerton	11/01/16	27	-	27	0%	27	-	27	0%	-	0%	-	-	-	0.0%	0%	0%
Full-time Mid	(Turbeville)	Mid	Turbeville	12/01/16	-	-	-	0%	-	-	-	0%	-	0%	-	-	-	0.0%	0%	0%
Morgan	(John's Island)	Mid	John's Island	12/01/16	-	-	-	0%	-	-	-	0%	-	0%	-	-	-	0.0%	0%	0%
Full-time Mid	(Wagener)	Mid	Wagener	12/01/16	-	-	-	0%	-	-	-	0%	-	0%	-	-	-	0.0%	0%	0%
Subtotal Forecasted New Providers:					**44**	**0**	**44**	**0%**	**44**	**0**	**44**	**0%**								
Total ALL Providers:					**5,700**	**4,078**	**1,622**	**40%**	**103,429**	**83,879**	**19,550**	**23%**								
Plus:																				
Terminated					-	475	(475)	-100%	3,221	19,104	(15,883)	-83%	-	0%	132	282	(150)	-53.2%	59%	126%
Grand Total:					**5,700**	**4,553**	**1,147**	**25%**	**106,650**	**102,983**	**3,667**	**4%**								

Colonial Healthcare
Visit Analyses by Provider for 11/15/16

(Sorted Highest to Lowest by PY Full Year Total)

Providers:		Type:	Primary Location:	Hire Date:	DAILY TOTAL: Tuesday 11/15/2016	Prior Tuesday 11/8/2016	Var #	TTM Tuesday Average thru 11/15/2016	Var #	MTD DAYS WORKED: MTD - # Days Worked Nov-2016	MTD - % Worked of: 11 Days	MONTHLY TOTALS: MTD Nov-2016	PY MTD Nov-2015	Var #	Var %	Adjusted Forecast - Full Month Nov-2016	PY Month Nov-2015	Var #
# of Providers (excl. Residents/PRNs):					**25**	**26**						**34**	**27**			**36**	**27**	
# of Workdays, if applicable:												**11**	**10**			**21**	**20**	
Shareholder Providers:																		
Meyers	Edward	MD	Urgent Care	06/16/08	40	-	40	34	6	-	0%	271	369	(98)	-27%	551	795	(244)
Lucas	Thomas	MD	325 Broad	08/09/10	27	22	5	27	(0)	-	0%	358	284	74	26%	628	610	18
Leonard	Jason	MD	325 Broad	04/11/07	31	36	(5)	34	(3)	-	0%	352	177	175	99%	663	496	167
Mahr	Christopher	MD	Bultman	01/28/08	35	28	7	35	(0)	-	0%	364	342	22	6%	600	685	(85)
Grunsky	Mitchell	MD	325 Broad	03/17/04	42	-	42	35	7	-	0%	230	320	(90)	-28%	536	545	(9)
Soto	Carlos	MD	Columbia	05/01/10	31	30	1	33	(2)	-	0%	328	274	54	20%	596	567	29
Whaley	David	MD	325 Broad	06/01/02	32	31	1	34	(2)	-	0%	336	270	66	24%	633	527	106
Lowder	Clay	MD	325 Broad	06/01/02	70	52	18	51	19	-	0%	389	310	79	25%	650	508	142
Stewart	Ike	MD	220 Broad	04/28/08	29	33	(4)	31	(2)	-	0%	283	248	35	14%	536	419	117
Subtotal Shareholder Providers:					**337**	**232**	**105**	**314**	**23**			**2,911**	**2,594**	**317**	**12%**	**5,391**	**5,152**	**239**
Other Active Providers:																		
Medical Doctors:																		
Aldrich	William	MD	Manning	08/09/13	-	29	(29)	28	(28)	-	0%	237	250	(13)	-5%	457	501	(44)
Pridgen	Kaoru	MD	Columbia	07/17/13	34	20	14	26	8	-	0%	198	314	(116)	-37%	399	511	(112)
Baker	John	MD	Neurology	03/26/11	22	23	(1)	24	(2)	-	0%	178	191	(13)	-7%	350	386	(36)
Judy	Carrie	MD	220 Broad	04/05/11	15	22	(7)	20	(5)	-	0%	148	128	20	16%	266	230	36
Bista	Sukirti	MD	Peds	11/16/15	-	24	(24)	18	(18)	-	0%	125	-	125	0%	359	79	280
Morris	Winston	MD	Columbia	11/05/15	18	27	(9)	14	4	-	0%	106	49	57	116%	247	140	107
Trigg	Russ	MD	Urgent Care	08/01/16	-	-	-	24	(24)	-	0%	176	-	176	0%	315	-	315
Padgett	Dale	MD	Bamberg	10/01/16	9	12	(3)	14	(5)	-	0%	78	-	78	0%	125	-	125
Braswell	William	MD	Bamberg	10/01/16	12	12	-	12	0	-	0%	117	-	117	0%	171	-	171
Subtotal Other MDs:					110	169	(59)	180	(70)			1,363	932	431	46%	2,689	1,847	842
Mid-Levels:																		
Stukes	Lillian	Mid	Manning	05/14/14	-	9	(9)	10	(10)	-	0%	54	101	(47)	-47%	54	193	(139)
Hoshour	Carrie	Mid	Urgent Care	10/30/14	-	6	(6)	14	(14)	-	0%	99	109	(10)	-9%	196	265	(69)
Reisenauer	Kimberly	Mid-PT	325 Broad	10/30/00	10	10	-	9	1	-	0%	69	67	2	3%	150	127	23
Heyward	Felicia	Mid	Wesmark	08/31/15	15	16	(1)	15	0	-	0%	140	122	18	15%	247	249	(2)
Cox	Mary	Mid	Urgent Care	08/03/15	16	-	16	19	(3)	-	0%	154	108	46	43%	291	303	(12)
Morgan	Leighton	Mid	Bultman	11/02/15	5	8	(3)	13	(8)	-	0%	140	5	135	2700%	249	16	233
Ham	Abigail	Mid	Urgent Care	08/04/15	16	29	(13)	19	(3)	-	0%	151	1	150	15000%	275	1	274
Robinson	Jessica	Mid	325 Broad	12/02/15	24	3	21	11	13	-	0%	79	-	79	0%	79	-	79
Myers	Maxine	Mid	Urgent Care	12/17/15	-	-	-	-	-	-	0%	68	-	68	0%	132	-	132
West	Julie	Mid	Neurology	08/01/16	8	4	4	6	2	-	0%	39	-	39	0%	71	-	71
Hamm	Allison	Mid	Bamberg	10/01/16	15	9	6	12	3	-	0%	121	-	121	0%	196	-	196
Kunkelman	Matthew	Mid	Bamberg	10/01/16	-	10	(10)	15	(15)	-	0%	103	-	103	0%	222	-	222
Reed	Gloria	Mid	Orangeburg	10/01/16	-	-	-	10	(10)	-	0%	97	-	97	0%	178	-	178
Smith	Ashley	Mid	Orangeburg	10/01/16	11	14	(3)	13	(2)	-	0%	68	-	68	0%	162	-	162
Davies	Torianne	Mid-PRN	Urgent Care	03/17/16	-	-	-	16	(16)	-	0%	-	-	-	0%	11	-	11
Spencer	Hadley	Mid-PRN	Urgent Care	03/26/16	-	-	-	-	-	-	0%	-	-	-	0%	-	-	-
Subtotal Other Mids:					120	118	2	180	(60)			1,382	513	869	169%	2,511	1,154	1,357
Residents		N/A	Urgent Care	N/A	-	-	-	-	-	-	0%	-	39	(39)	-100%	-	98	(98)
Subtotal Other Active Providers:					**230**	**287**	**(57)**	**360**	**(130)**			**2,745**	**1,484**	**1,261**	**85%**	**5,200**	**3,099**	**2,101**
Subtotal All Active Providers:					**567**	**519**	**48**	**674**	**(107)**			**5,656**	**4,078**	**1,578**	**39%**	**10,592**	**8,251**	**2,341**
Plus: Forecasted New Providers																		
Medical Doctors:																		
Smith	Kate (Turbeville)	MD-PT	Turbeville	11/01/16	-	-	-	-	-	-	0%	-	-	-	0%	250	-	250
Full-time MD	(Neurology)	MD	Neurology	11/01/16	-	-	-	-	-	-	0%	-	-	-	0%	100	-	100
Chandler	Michael (Rosewood)	MD	Rosewood	11/01/16	-	-	-	-	-	-	0%	-	-	-	0%	-	-	-
Mid-Levels:																		
Miles	Julie (Manning)	Mid	Manning	12/01/16	-	-	-	-	-	-	0%	-	-	-	0%	-	-	-
Munn	Ashley (Rosewood)	Mid	Rosewood	11/01/16	-	-	-	-	-	-	0%	-	-	-	0%	-	-	-
Robinson	(Summerton APP-1)	Mid	Summerton	11/01/16	-	-	-	-	-	-	0%	17	-	17	0%	27	-	27
Stukes	(Summerton APP-2)	Mid	Summerton	11/01/16	6	-	6	-	6	-	0%	27	-	27	0%	36	-	36
Full-time Mid	(Turbeville)	Mid	Turbeville	12/01/16	-	-	-	-	-	-	0%	-	-	-	0%	-	-	-
Morgan	(John's Island)	Mid	John's Island	12/01/16	-	-	-	-	-	-	0%	-	-	-	0%	-	-	-
Full-time Mid	(Wagener)	Mid	Wagener	12/01/16	-	-	-	-	-	-	0%	-	-	-	0%	-	-	-
Subtotal Forecasted New Providers:					**6**	**0**	**6**	**0**	**6**			**44**	**0**	**44**	**0%**	**412**	**0**	**412**
Total ALL Providers:					**573**	**519**	**54**	**674**	**(101)**			**5,700**	**4,078**	**1,622**	**40%**	**11,004**	**8,251**	**2,753**
Plus:																		
Terminated					-	-	-	34	(34)	-	0%	-	475	(475)	-100%	-	883	(883)
Grand Total:					**573**	**519**	**54**	**708**	**(135)**			**5,700**	**4,553**	**1,147**	**25%**	**11,004**	**9,134**	**1,870**

Estimated Month based on Run Rate:	***10,904***	***100***
2016 Q4 Forecast:	***11,471***	***(467)***
Original Budget:	***10,762***	***242***

Colonial Healthcare
Visit Analyses by Provider for 11/15/16

(Sorted Highest to Lowest by PY Full Year Total)

					ANNUAL TOTALS								
Providers:		**Type:**	**Primary Location:**	**Hire Date:**	**YTD Nov-2016**	**PY YTD Nov-2015**	**Var #**	**Var %**	**Adjusted Forecast - Full Year 2016**	**PY Full Year 2015**	**Var #**	**Full Year 2014**	**Var #**
# of Providers (excl. Residents/PRNs):					**27**	**21**			**29**	**24**			
# of Workdays, if applicable:													
Shareholder Providers:													
Meyers	Edward	MD	Urgent Care	06/16/08	6,829	7,507	(678)	-9%	7,720	8,598	(878)	8,905	(1,185)
Lucas	Thomas	MD	325 Broad	08/09/10	6,427	7,089	(662)	-9%	7,359	8,057	(698)	7,889	(530)
Leonard	Jason	MD	325 Broad	04/11/07	6,691	6,820	(129)	-2%	7,684	7,820	(136)	7,506	178
Mahr	Christopher	MD	Bultman	01/28/08	6,398	6,822	(424)	-6%	7,288	7,734	(446)	7,097	191
Grunsky	Mitchell	MD	325 Broad	03/17/04	6,596	6,636	(40)	-1%	7,577	7,571	6	7,725	(148)
Soto	Carlos	MD	Columbia	05/01/10	6,190	6,660	(470)	-7%	7,081	7,545	(464)	6,840	241
Whaley	David	MD	325 Broad	06/01/02	6,413	6,306	107	2%	7,364	7,144	220	6,359	1,005
Lowder	Clay	MD	325 Broad	06/01/02	7,175	6,149	1,026	17%	8,157	6,911	1,246	7,043	1,114
Stewart	Ike	MD	220 Broad	04/28/08	5,388	5,773	(385)	-7%	6,279	6,497	(218)	5,728	551
Subtotal Shareholder Providers:					**58,107**	**59,762**	**(1,655)**	**-3%**	**66,509**	**67,877**	**(1,368)**	**65,092**	**1,417**
Other Active Providers:													
Medical Doctors:													
Aldrich	William	MD	Manning	08/09/13	4,999	5,302	(303)	-6%	5,731	6,019	(288)	6,168	(437)
Pridgen	Kaoru	MD	Columbia	07/17/13	4,554	4,777	(223)	-5%	5,224	5,373	(149)	5,037	187
Baker	John	MD	Neurology	03/26/11	3,902	3,659	243	7%	4,475	4,242	233	3,854	621
Judy	Carrie	MD	220 Broad	04/05/11	2,929	2,609	320	12%	3,351	3,009	342	2,756	595
Bista	Sukirti	MD	Peds	11/16/15	3,478	-	3,478	0%	4,136	345	3,791	-	4,136
Morris	Winston	MD	Columbia	11/05/15	2,494	49	2,445	4990%	2,910	294	2,616	-	2,910
Trigg	Russ	MD	Urgent Care	08/01/16	1,085	-	1,085	0%	1,574	-	1,574	-	1,574
Padgett	Dale	MD	Bamberg	10/01/16	205	-	205	0%	387	-	387	-	387
Braswell	William	MD	Bamberg	10/01/16	332	-	332	0%	549	-	549	-	549
Subtotal Other MDs:					23,978	16,396	7,582	46%	28,336	19,282	9,054	17,815	10,521
Mid-Levels:													
Stukes	Lillian	Mid	Manning	05/14/14	1,675	2,195	(520)	-24%	1,675	2,483	(808)	1,224	451
Hoshour	Carrie	Mid	Urgent Care	10/30/14	2,408	1,607	801	50%	2,753	2,084	669	-	2,753
Reisenauer	Kimberly	Mid-PT	325 Broad	10/30/00	1,369	1,796	(427)	-24%	1,628	1,991	(363)	2,235	(607)
Heyward	Felicia	Mid	Wesmark	08/31/15	2,142	508	1,634	322%	2,526	944	1,582	-	2,526
Cox	Mary	Mid	Urgent Care	08/03/15	3,232	362	2,870	793%	3,700	938	2,762	-	3,700
Morgan	Leighton	Mid	Bultman	11/02/15	2,403	5	2,398	47960%	2,512	165	2,347	-	2,512
Ham	Abigail	Mid	Urgent Care	08/04/15	3,181	108	3,073	2845%	3,631	108	3,523	-	3,631
Robinson	Jessica	Mid	325 Broad	12/02/15	1,819	-	1,819	0%	1,819	93	1,726	-	1,819
Myers	Maxine	Mid	Urgent Care	12/17/15	1,591	-	1,591	0%	1,819	-	1,819	-	1,819
West	Julie	Mid	Neurology	08/01/16	116	-	116	0%	224	-	224	-	224
Hamm	Allison	Mid	Bamberg	10/01/16	236	-	236	0%	495	-	495	-	495
Kunkelman	Matthew	Mid	Bamberg	10/01/16	354	-	354	0%	768	-	768	-	768
Reed	Gloria	Mid	Orangeburg	10/01/16	276	-	276	0%	555	-	555	-	555
Smith	Ashley	Mid	Orangeburg	10/01/16	210	-	210	0%	490	-	490	-	490
Davies	Torianne	Mid-PRN	Urgent Care	03/17/16	117	-	117	0%	140	-	140	-	140
Spencer	Hadley	Mid-PRN	Urgent Care	03/26/16	-	-	-	0%	-	-	-	-	-
Subtotal Other Mids:					21,129	6,581	14,548	221%	24,735	8,806	15,929	3,459	21,276
Residents		N/A	Urgent Care	N/A	171	1,140	(969)	-85%	171	1,237	(1,066)	-	171
Subtotal Other Active Providers:					**45,278**	**24,117**	**21,161**	**88%**	**53,242**	**29,325**	**23,917**	**21,274**	**31,968**
Subtotal All Active Providers:					**103,385**	**83,879**	**19,506**	**23%**	**119,752**	**97,202**	**22,550**	**86,366**	**33,386**
Plus: Forecasted New Providers													
Medical Doctors:													
Smith	Kate (Turbeville)	MD-PT	Turbeville	11/01/16	-	-	-	0%	500	-	500	-	500
Full-time MD	(Neurology)	MD	Neurology	11/01/16	-	-	-	0%	217	-	217	-	217
Chandler	Michael (Rosewood)	MD	Rosewood	11/01/16	-	-	-	0%	100	-	100	-	100
Mid-Levels:													
Miles	Julie (Manning)	Mid	Manning	12/01/16	-	-	-	0%	174	-	174	-	174
Munn	Ashley (Rosewood)	Mid	Rosewood	11/01/16	-	-	-	0%	30	-	30	-	30
Robinson	(Summerton APP-1)	Mid	Summerton	11/01/16	17	-	17	0%	70	-	70	-	70
Stukes	(Summerton APP-2)	Mid	Summerton	11/01/16	27	-	27	0%	79	-	79	-	79
Full-time Mid	(Turbeville)	Mid	Turbeville	12/01/16	-	-	-	0%	30	-	30	-	30
Morgan	(John's Island)	Mid	John's Island	12/01/16	-	-	-	0%	15	-	15	-	15
Full-time Mid	(Wagener)	Mid	Wagener	12/01/16	-	-	-	0%	160	-	160	-	160
Subtotal Forecasted New Providers:					**44**	**0**	**44**	**0%**	**1,376**	**0**	**1,376**	**0**	**1,376**
Total ALL Providers:					**103,429**	**83,879**	**19,550**	**23%**	**121,127**	**97,202**	**23,925**	**86,366**	**34,761**
Plus:													
Terminated					3,221	19,104	(15,883)	-83%	3,221	20,320	(17,099)	46,913	(43,692)
Grand Total:					**106,650**	**102,983**	**3,667**	**4%**	**124,348**	**117,522**	**6,826**	**133,279**	**(8,931)**

2016 Q4 Forecast:	***127,610***	***(3,261)***
Original Budget:	***132,400***	***(8,052)***

Colonial Healthcare
Visit Analyses by Provider for 11/15/16

(Sorted Highest to Lowest by PY Full Year Total)

Providers:		Type:	Primary Location:	Hire Date:	AVERAGE VISITS PER MONTH: YTD thru M/E Oct-2016	PY YTD thru M/E Oct-2015	TTM thru M/E Oct-2016	PY TTM thru M/E Oct-2015	PY Full Year 2015	Full Year 2014	AVERAGE VISITS PER DAY: MTD Daily Avg. Nov-2016	Last Month Daily Avg. Oct-2016	YTD Daily Avg. Nov-2016	PY Month Daily Avg. Nov-2015	PY Full Year Daily Avg. 2015
# of Providers (excl. Residents/PRNs):															
# of Workdays, if applicable:															
Shareholder Providers:															
Meyers	Edward	MD	Urgent Care	06/16/08	656	714	668	712	717	742	34	33	35	42	38
Lucas	Thomas	MD	325 Broad	08/09/10	607	681	610	677	671	657	30	29	30	31	32
Leonard	Jason	MD	325 Broad	04/11/07	634	664	626	661	652	626	32	33	31	33	31
Mahr	Christopher	MD	Bultman	01/28/08	603	648	607	646	645	591	33	31	32	36	32
Grunsky	Mitchell	MD	325 Broad	03/17/04	637	632	635	636	631	644	38	33	35	36	35
Soto	Carlos	MD	Columbia	05/01/10	586	639	585	610	629	570	30	30	30	30	32
Whaley	David	MD	325 Broad	06/01/02	608	604	599	592	595	530	31	34	33	31	33
Lowder	Clay	MD	325 Broad	06/01/02	679	584	655	581	576	587	49	44	44	39	38
Stewart	Ike	MD	220 Broad	04/28/08	511	553	506	543	541	477	26	25	27	25	27
Subtotal Shareholder Providers:					**5,520**	**5,717**	**5,492**	**5,656**	**5,656**	**5,424**	**34**	**32**	**33**	**34**	**33**
Other Active Providers:															
Medical Doctors:															
Aldrich	William	MD	Manning	08/09/13	476	505	477	498	502	514	26	25	26	28	26
Pridgen	Kaoru	MD	Columbia	07/17/13	436	446	439	435	448	420	25	26	26	30	28
Baker	John	MD	Neurology	03/26/11	372	347	375	336	354	321	22	22	24	23	23
Judy	Carrie	MD	220 Broad	04/05/11	278	248	276	244	251	230	15	16	15	14	17
Bista	Sukirti	MD	Peds	11/16/15	335	-	308	-	29	-	21	21	17	10	12
Morris	Winston	MD	Columbia	11/05/15	239	-	224	-	25	-	18	14	15	10	10
Trigg	Russ	MD	Urgent Care	08/01/16	91	-	76	-	-	-	25	21	23	-	-
Padgett	Dale	MD	Bamberg	10/01/16	126	171	127	142	164	-	15	16	14	16	16
Braswell	William	MD	Bamberg	10/01/16	151	-	141	-	15	-	11	14	13	-	12
Subtotal Other MDs:					2,504	1,717	2,443	1,654	1,787	1,485	20	19	19	19	18
Mid-Levels:															
Stukes	Lillian	Mid	Manning	05/14/14	162	209	168	209	207	102	9	7	10	11	11
Hoshour	Carrie	Mid	Urgent Care	10/30/14	231	150	241	125	174	-	14	14	15	16	17
Reisenauer	Kimberly	Mid-PT	325 Broad	10/30/00	130	173	130	171	166	186	9	8	8	8	9
Heyward	Felicia	Mid	Wesmark	08/31/15	200	39	213	32	79	-	14	14	13	14	14
Cox	Mary	Mid	Urgent Care	08/03/15	308	25	314	21	78	-	19	18	21	19	16
Morgan	Leighton	Mid	Bultman	11/02/15	226	-	202	-	14	-	13	16	12	4	7
Ham	Abigail	Mid	Urgent Care	08/04/15	303	11	253	9	9	-	19	17	20	-	21
Robinson	Jessica	Mid	325 Broad	12/02/15	174	-	153	-	8	-	12	14	11	-	10
Myers	Maxine	Mid	Urgent Care	12/17/15	152	-	127	-	-	-	11	8	14	-	-
West	Julie	Mid	Neurology	08/01/16	8	-	6	-	-	-	5	4	5	-	-
Hamm	Allison	Mid	Bamberg	10/01/16	171	-	143	-	-	-	11	10	11	-	-
Kunkelman	Matthew	Mid	Bamberg	10/01/16	275	255	269	212	252	-	13	15	14	17	15
Reed	Gloria	Mid	Orangeburg	10/01/16	184	255	188	213	247	-	12	14	12	17	17
Smith	Ashley	Mid	Orangeburg	10/01/16	173	-	144	-	-	-	10	9	10	-	-
Davies	Torianne	Mid-PRN	Urgent Care	03/17/16	12	-	10	-	-	-	-	2	8	-	-
Spencer	Hadley	Mid-PRN	Urgent Care	03/26/16	-	-	-	-	-	-	-	-	-	-	-
Subtotal Other Mids:					2,709	1,117	2,560	992	1,233	288	12	11	12	13	14
Residents		N/A	Urgent Care	N/A	17	112	26	93	104	-	-	-	29	25	18
Subtotal Other Active Providers:					**5,230**	**2,945**	**5,028**	**2,739**	**3,124**	**1,773**	**15**	**14**	**16**	**16**	**16**
Subtotal All Active Providers:					**10,750**	**8,662**	**10,520**	**8,395**	**8,780**	**7,197**	**20**	**19**	**20**	**23**	**21**
Plus: Forecasted New Providers															
Medical Doctors:															
Smith	Kate (Turbeville)	MD-PT	Turbeville	11/01/16	-	-	-	-	-	-	-	-	-	-	-
Full-time MD	(Neurology)	MD	Neurology	11/01/16	-	-	-	-	-	-	-	-	-	-	-
Chandler	Michael (Rosewood)	MD	Rosewood	11/01/16	-	-	-	-	-	-	-	-	-	-	-
Mid-Levels:															
Miles	Julie (Manning)	Mid	Manning	12/01/16	-	-	-	-	-	-	-	-	-	-	-
Munn	Ashley (Rosewood)	Mid	Rosewood	11/01/16	-	-	-	-	-	-	-	-	-	-	-
Robinson	(Summerton APP-1)	Mid	Summerton	11/01/16	-	-	-	-	-	-	-	-	-	-	-
Stukes	(Summerton APP-2)	Mid	Summerton	11/01/16	-	-	-	-	-	-	-	-	-	-	-
Full-time Mid	(Turbeville)	Mid	Turbeville	12/01/16	-	-	-	-	-	-	-	-	-	-	-
Morgan	(John's Island)	Mid	John's Island	12/01/16	-	-	-	-	-	-	-	-	-	-	-
Full-time Mid	(Wagener)	Mid	Wagener	12/01/16	-	-	-	-	-	-	-	-	-	-	-
Subtotal Forecasted New Providers:					**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Total ALL Providers:					**10,750**	**8,662**	**10,520**	**8,395**	**8,780**	**7,197**	**20**	**19**	**20**	**23**	**21**
Plus:															
Terminated					322	1,863	409	2,310	1,693	3,909	-	-	25	30	63
Grand Total:					**11,072**	**10,525**	**10,930**	**10,705**	**10,474**	**11,107**	**20**	**19**	**20**	**23**	**23**

Daily Avg. Total - ALL Providers (including days off):	518	508	476	457	461
Daily Avg. Total - ALL Providers (all days >1 visit):	650	635	710	594	658

Colonial Healthcare
Visit Analyses by Provider for 11/15/16

(Sorted Highest to Lowest by PY Full Year Total)

Providers:		Type:	Primary Location:	Hire Date:	DAYS WORKED - COMPARE: MONTHLY INFO: MTD - # Days Worked Nov-2016	MTD - % Worked of: 11 Days	PY Month - # Days Worked Nov-2015	PY Month - % Worked of: 20 Days	Last Month - # Days Worked Oct-2016	Last Month - % Worked of: 20 Days	ANNUAL INFO: YTD - # Days Worked Nov-2016	PY YTD - # Days Worked Nov-2015	Var #	Var %	YTD - % Worked of: 224 Days	PY YTD - % Worked of: 224 Days	PY Full Year - # Days Worked 2015	PY Full Year - % Worked of: 255 Days
# of Providers (excl. Residents/PRNs):																		
# of Workdays, if applicable:																		
Shareholder Providers:																		
Meyers	Edward	MD	Urgent Care	06/16/08	8	73%	19	95%	21	105.0%	198	203	(5)	-2.5%	88%	91%	233	91%
Lucas	Thomas	MD	325 Broad	08/09/10	12	109%	20	100%	22	110.0%	217	225	(8)	-3.6%	97%	100%	256	100%
Leonard	Jason	MD	325 Broad	04/11/07	11	100%	15	75%	19	95.0%	217	223	(6)	-2.7%	97%	100%	256	100%
Mahr	Christopher	MD	Bultman	01/28/08	11	100%	19	95%	19	95.0%	203	215	(12)	-5.6%	91%	96%	243	95%
Grunsky	Mitchell	MD	325 Broad	03/17/04	7	64%	15	75%	18	90.0%	188	189	(1)	-0.5%	84%	84%	217	85%
Soto	Carlos	MD	Columbia	05/01/10	11	100%	19	95%	16	80.0%	204	211	(7)	-3.3%	91%	94%	239	94%
Whaley	David	MD	325 Broad	06/01/02	11	100%	17	85%	18	90.0%	199	193	6	3.1%	89%	86%	218	85%
Lowder	Clay	MD	325 Broad	06/01/02	9	82%	13	65%	18	90.0%	169	171	(2)	-1.2%	75%	76%	188	74%
Stewart	Ike	MD	220 Broad	04/28/08	11	100%	17	85%	20	100.0%	196	215	(19)	-8.8%	88%	96%	243	95%
Subtotal Shareholder Providers:																		
Other Active Providers:																		
Medical Doctors:																		
Aldrich	William	MD	Manning	08/09/13	9	82%	18	90%	16	80%	193	208	(15)	-7.2%	86%	93%	235	92%
Pridgen	Kaoru	MD	Columbia	07/17/13	9	82%	17	85%	19	95%	174	172	2	1.2%	78%	77%	194	76%
Baker	John	MD	Neurology	03/26/11	9	82%	17	85%	18	90%	164	163	1	0.6%	73%	73%	190	75%
Judy	Carrie	MD	220 Broad	04/05/11	10	91%	16	80%	17	85%	194	147	47	32.0%	87%	66%	174	68%
Bista	Sukirti	MD	Peds	11/16/15	6	55%	8	40%	17	85%	205	-	205	0.0%	92%	0%	29	11%
Morris	Winston	MD	Columbia	11/05/15	6	55%	14	70%	18	90%	174	6	168	2800.0%	78%	3%	30	12%
Trigg	Russ	MD	Urgent Care	08/01/16	7	64%	-	0%	13	65%	48	-	48	0.0%	21%	0%	-	0%
Padgett	Dale	MD	Bamberg	10/01/16	6	55%	11	55%	9	45%	100	106	(6)	-5.7%	45%	47%	120	47%
Braswell	William	MD	Bamberg	10/01/16	11	100%	-	0%	15	75%	128	-	128	0.0%	57%	0%	16	6%
Subtotal Other MDs:																		
Mid-Levels:																		
Stukes	Lillian	Mid	Manning	05/14/14	10	91%	17	85%	15	75%	176	198	(22)	-11.1%	79%	88%	223	87%
Hoshour	Carrie	Mid	Urgent Care	10/30/14	7	64%	17	85%	14	70%	161	106	55	51.9%	72%	47%	128	50%
Reisenauer	Kimberly	Mid-PT	325 Broad	10/30/00	8	73%	15	75%	13	65%	165	208	(43)	-20.7%	74%	93%	230	90%
Heyward	Felicia	Mid	Wesmark	08/31/15	10	91%	18	90%	14	70%	162	40	122	305.0%	72%	18%	69	27%
Cox	Mary	Mid	Urgent Care	08/03/15	8	73%	16	80%	12	60%	157	39	118	302.6%	70%	17%	65	25%
Morgan	Leighton	Mid	Bultman	11/02/15	11	100%	7	35%	13	65%	205	4	201	5025.0%	92%	2%	28	11%
Ham	Abigail	Mid	Urgent Care	08/04/15	8	73%	1	5%	13	65%	157	6	151	2516.7%	70%	3%	6	2%
Robinson	Jessica	Mid	325 Broad	12/02/15	8	73%	-	0%	15	75%	165	-	165	0.0%	74%	0%	10	4%
Myers	Maxine	Mid	Urgent Care	12/17/15	6	55%	-	0%	8	40%	115	-	115	0.0%	51%	0%	-	0%
West	Julie	Mid	Neurology	08/01/16	8	73%	-	0%	14	70%	27	-	27	0.0%	12%	0%	-	0%
Hamm	Allison	Mid	Bamberg	10/01/16	11	100%	-	0%	12	60%	164	-	164	0.0%	73%	0%	-	0%
Kunkelman	Matthew	Mid	Bamberg	10/01/16	8	73%	18	90%	17	85%	198	183	15	8.2%	88%	82%	202	79%
Reed	Gloria	Mid	Orangeburg	10/01/16	8	73%	15	75%	13	65%	160	156	4	2.6%	71%	70%	176	69%
Smith	Ashley	Mid	Orangeburg	10/01/16	7	64%	-	0%	15	75%	173	-	173	0.0%	77%	0%	-	0%
Davies	Torianne	Mid-PRN	Urgent Care	03/17/16	-	0%	-	0%	1	5%	15	-	15	0.0%	7%	0%	-	0%
Spencer	Hadley	Mid-PRN	Urgent Care	03/26/16	-	0%	-	0%	-	0%	-	-	-	0.0%	0%	0%	-	0%
Subtotal Other Mids:																		
Residents		N/A	Urgent Care	N/A	-	0%	4	20%	-	0%	6	67	(61)	-91.0%	3%	30%	71	28%
Subtotal Other Active Providers:																		
Subtotal All Active Providers:																		
Plus: Forecasted New Providers																		
Medical Doctors:																		
Smith	Kate (Turbeville)	MD-PT	Turbeville	11/01/16	-	0%	-	0%	-	0%	-	-	-	0.0%	0%	0%	-	0%
Full-time MD	(Neurology)	MD	Neurology	11/01/16	-	0%	-	0%	-	0%	-	-	-	0.0%	0%	0%	-	0%
Chandler	Michael (Rosewood)	MD	Rosewood	11/01/16	-	0%	-	0%	-	0%	-	-	-	0.0%	0%	0%	-	0%
Mid-Levels:																		
Miles	Julie (Manning)	Mid	Manning	12/01/16	-	0%	-	0%	-	0%	-	-	-	0.0%	0%	0%	-	0%
Munn	Ashley (Rosewood)	Mid	Rosewood	11/01/16	-	0%	-	0%	-	0%	-	-	-	0.0%	0%	0%	-	0%
Robinson	(Summerton APP-1)	Mid	Summerton	11/01/16	-	0%	-	0%	-	0%	-	-	-	0.0%	0%	0%	-	0%
Stukes	(Summerton APP-2)	Mid	Summerton	11/01/16	-	0%	-	0%	-	0%	-	-	-	0.0%	0%	0%	-	0%
Full-time Mid	(Turbeville)	Mid	Turbeville	12/01/16	-	0%	-	0%	-	0%	-	-	-	0.0%	0%	0%	-	0%
Morgan	(John's Island)	Mid	John's Island	12/01/16	-	0%	-	0%	-	0%	-	-	-	0.0%	0%	0%	-	0%
Full-time Mid	(Wagener)	Mid	Wagener	12/01/16	-	0%	-	0%	-	0%	-	-	-	0.0%	0%	0%	-	0%
Subtotal Forecasted New Providers:																		
Total ALL Providers:																		
Plus:																		
Terminated					-	0%	29	145%	-	0%	132	282	(150)	-53.2%	59%	126%	326	128%
Grand Total:																		

Colonial Healthcare

2016 Visits by Month and Compare - by Provider

NOTE: Future month forecasts will adjust at beginning of each month only. Current month forecast, along with the forecasted annual total, will adjust daily due to actual MTD information.

Visits by Provider:

2016 Actual and Forecasted Visits:

Providers: (Sorted Hi to Lo by Forecasted Total)		Type:	Primary Location:	Hire Date:	ACTUAL Jan-16	ACTUAL Feb-16	ACTUAL Mar-16	ACTUAL Apr-16	ACTUAL May-16	ACTUAL Jun-16	ACTUAL Jul-16	ACTUAL Aug-16	ACTUAL Sep-16	ACTUAL Oct-16	ADJUSTED FORECAST Nov-16	FORECAST Dec-16	Forecasted 2016 Total	ACTUAL YTD Total Visits (Full Months Only)	ACTUAL YTD Avg. Monthly Visits
Shareholder Providers:																			
Lowder	Clay	MD	325 Broad	06/01/02	674	781	651	651	686	611	672	832	527	701	650	721	8,157	6,786	679
Leonard	Jason	MD	325 Broad	04/11/07	616	590	757	598	643	573	626	691	625	620	663	682	7,684	6,339	634
Meyers	Edward	MD	Urgent Care	06/16/08	621	789	841	743	772	582	505	559	513	633	551	612	7,720	6,558	656
Grunsky	Mitchell	MD	325 Broad	03/17/04	649	568	761	682	643	579	575	728	587	594	536	675	7,577	6,366	637
Mahr	Christopher	MD	Bultman	01/28/08	598	573	702	525	571	623	567	694	596	585	600	654	7,288	6,034	603
Lucas	Thomas	MD	325 Broad	08/09/10	543	553	611	711	643	572	540	664	593	639	628	662	7,359	6,069	607
Whaley	David	MD	325 Broad	06/01/02	614	547	541	633	679	653	473	680	641	616	633	654	7,364	6,077	608
Soto	Carlos	MD	Columbia	05/01/10	595	611	733	549	632	606	351	658	649	478	596	624	7,081	5,862	586
Stewart	Ike	MD	220 Broad	04/28/08	469	530	561	542	502	473	448	504	582	494	536	639	6,279	5,105	511
Subtotal Shareholder Providers:					**5,379**	**5,542**	**6,158**	**5,634**	**5,771**	**5,272**	**4,757**	**6,010**	**5,313**	**5,360**	**5,391**	**5,922**	**66,509**	**55,196**	**5,520**
Other Active Providers:																			
Medical Doctors:																			
Aldrich	William	MD	Manning	08/09/13	527	566	489	498	535	421	245	628	479	374	457	512	5,731	4,762	476
Pridgen	Kaoru	MD	Columbia	07/17/13	351	384	515	392	483	545	457	494	234	501	399	469	5,224	4,356	436
Baker	John	MD	Neurology	03/26/11	273	426	444	369	319	436	327	444	309	377	350	401	4,475	3,724	372
Bista	Sukirti	MD	Peds	11/16/15	264	279	288	397	363	339	235	431	403	354	359	424	4,136	3,353	335
Judy	Carrie	MD	220 Broad	04/05/11	257	292	327	274	285	270	238	256	314	268	266	304	3,351	2,781	278
Morris	Winston	MD	Columbia	11/05/15	157	205	260	233	288	227	244	263	277	234	247	274	2,910	2,388	239
Trigg	Russ	MD	Urgent Care	08/01/16	-	-	-	-	-	-	-	275	379	255	315	350	1,574	909	91
Braswell	William	MD	Bamberg	10/01/16	-	-	-	-	-	-	-	-	-	215	171	162	549	215	22
Padgett	Dale	MD	Bamberg	10/01/16	-	-	-	-	-	-	-	-	-	127	125	135	387	127	13
Subtotal Other MDs:					**1,829**	**2,152**	**2,323**	**2,163**	**2,273**	**2,238**	**1,746**	**2,791**	**2,395**	**2,705**	**2,689**	**3,032**	**28,336**	**22,615**	**2,262**
Mid-Levels:																			
Cox	Mary	Mid	Urgent Care	08/03/15	247	374	368	345	385	284	310	270	279	216	291	331	3,700	3,078	308
Ham	Abigail	Mid	Urgent Care	08/04/15	315	285	315	346	262	337	347	269	330	224	275	326	3,631	3,030	303
Hoshour	Carrie	Mid	Urgent Care	10/30/14	217	183	284	254	270	233	215	261	209	183	196	248	2,753	2,309	231
Heyward	Felicia	Mid	Wesmark	08/31/15	179	247	238	192	154	214	185	179	219	195	247	277	2,526	2,002	200
Morgan	Leighton	Mid	Bultman	11/02/15	143	200	210	218	212	312	243	286	249	190	249	-	2,512	2,263	226
Myers	Maxine	Mid	Urgent Care	12/17/15	184	220	123	208	148	155	133	168	122	62	132	164	1,819	1,523	152
Robinson	Jessica	Mid	325 Broad	12/02/15	95	158	178	167	155	176	174	192	240	205	79	-	1,819	1,740	174
Stukes	Lillian	Mid	Manning	05/14/14	165	136	190	163	154	143	203	182	181	104	54	-	1,675	1,621	162
Reisenauer	Kimberly	Mid-PT	325 Broad	10/30/00	145	139	158	110	145	127	129	137	108	102	150	178	1,628	1,300	130
Kunkelman	Matthew	Mid	Bamberg	10/01/16	-	-	-	-	-	-	-	-	-	251	222	296	768	251	25
Reed	Gloria	Mid	Orangeburg	10/01/16	-	-	-	-	-	-	-	-	-	179	178	198	555	179	18
Smith	Ashley	Mid	Orangeburg	10/01/16	-	-	-	-	-	-	-	-	-	142	162	186	490	142	14
Hamm	Allison	Mid	Bamberg	10/01/16	-	-	-	-	-	-	-	-	-	115	196	184	495	115	12
West	Julie	Mid	Neurology	08/01/16	-	-	-	-	-	-	-	-	33	44	71	75	224	77	8
Davies	Torianne	Mid-PRN	Urgent Care	03/17/16	-	-	-	6	45	18	30	16	-	2	11	13	140	117	12
Spencer	Hadley	Mid-PRN	Urgent Care	03/26/16	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Subtotal Other Mids:					**1,690**	**1,942**	**2,064**	**2,009**	**1,930**	**1,999**	**1,969**	**1,960**	**1,970**	**2,214**	**2,511**	**2,477**	**24,735**	**19,747**	**1,975**
Residents		N/A	Urgent Care	N/A	-	-	50	-	-	76	45	-	-	-	-	-	171	171	17
Subtotal Other Active Providers:					**3,519**	**4,094**	**4,437**	**4,172**	**4,203**	**4,313**	**3,760**	**4,751**	**4,365**	**4,919**	**5,200**	**5,509**	**53,242**	**42,533**	**4,253**
Subtotal All Active Providers:					**8,898**	**9,636**	**10,595**	**9,806**	**9,974**	**9,585**	**8,517**	**10,761**	**9,678**	**10,279**	**10,592**	**11,431**	**119,752**	**97,729**	**9,773**
Plus: Forecasted New Providers																			
Medical Doctors:																			
Smith	Kate (Turbeville)	MD-PT	Turbeville	11/01/16	-	-	-	-	-	-	-	-	-	-	250	250	500	-	-
Full-time MD	(Neurology)	MD	Neurology	11/01/16	-	-	-	-	-	-	-	-	-	-	100	117	217	-	-
Chandler	Michael (Rosewood)	MD	Rosewood	11/01/16	-	-	-	-	-	-	-	-	-	-	-	100	100	-	-
Mid-Levels:																			
Miles	Julie (Manning)	Mid	Manning	12/01/16	-	-	-	-	-	-	-	-	-	-	-	174	174	-	-
Stukes	(Summerton APP-2)	Mid	Summerton	11/01/16	-	-	-	-	-	-	-	-	-	-	36	43	79	-	-
Robinson	(Summerton APP-1)	Mid	Summerton	11/01/16	-	-	-	-	-	-	-	-	-	-	27	43	70	-	-
Munn	Ashley (Rosewood)	Mid	Rosewood	11/01/16	-	-	-	-	-	-	-	-	-	-	-	30	30	-	-
Full-time Mid	(Turbeville)	Mid	Turbeville	12/01/16	-	-	-	-	-	-	-	-	-	-	-	30	30	-	-
Morgan	(John's Island)	Mid	John's Island	12/01/16	-	-	-	-	-	-	-	-	-	-	-	15	15	-	-
Full-time Mid	(Wagener)	Mid	Wagener	12/01/16	-	-	-	-	-	-	-	-	-	-	-	160	160	-	-
Subtotal Forecasted New Providers:					-	-	-	-	-	-	-	-	-	-	412	963	1,376	-	-
Total ALL Providers:					**8,898**	**9,636**	**10,595**	**9,806**	**9,974**	**9,585**	**8,517**	**10,761**	**9,678**	**10,279**	**11,004**	**12,394**	**121,127**	**97,729**	**9,773**
Plus:																			
Terminated					804	713	861	547	99	178	7	12	-	-	-	-	3,221	3,221	322
Grand Total:					**9,702**	**10,349**	**11,456**	**10,353**	**10,073**	**9,763**	**8,524**	**10,773**	**9,678**	**10,279**	**11,004**	**12,394**	**124,348**	**100,950**	**10,095**
Q4 Forecast Total - Per Finance:					**9,702**	**10,349**	**11,456**	**10,353**	**10,073**	**9,763**	**8,524**	**10,773**	**9,678**	**11,965**	**11,471**	**13,503**	**127,610**	**102,636**	**10,264**
Budget Total - Per Finance:					**9,706**	**10,349**	**11,456**	**11,136**	**11,075**	**11,027**	**10,830**	**11,462**	**11,781**	**11,056**	**10,762**	**11,760**	**132,400**	**109,878**	**10,988**
# of Providers (excl. Residents/PRNs) - 2016:					**28**	**27**	**27**	**27**	**26**	**25**	**24**	**25**	**26**	**32**	**36**	**39**	**29**		
Average Visits per Provider - 2016:					347	383	424	383	387	391	355	431	372	321	306	318	364		
Work Days per Month - 2016:					**20**	**21**	**23**	**21**	**22**	**22**	**20**	**23**	**21**	**20**	**21**	**21**	**255**		
Average Days Worked/Scheduled per Current Active Provider - 2016:					18	18	20	18	19	18	16	19	18	17	19	16	213		

Colonial Healthcare

2016 Visits by Month and Compare - by Provider

NOTE: Future month forecasts will adjust at beginning of each month only. Current month forecast, along with the forecasted annual total, will adjust daily due to actual MTD information.

Visits by Provider - Prior Year 2015 Actuals:

Providers: (Sorted by Forecasted Total)		Type:	Site:	Hire Date:	Jan-15	Feb-15	Mar-15	Apr-15	May-15	Jun-15	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Actual 2015 Total	ACTUAL Avg. Monthly Visits
Shareholder Providers:																		
Lowder	Clay	MD	325 Broad	06/01/02	623	567	611	482	598	560	458	673	690	577	508	564	6,911	576
Leonard	Jason	MD	325 Broad	04/11/07	648	623	713	703	638	660	675	661	717	605	496	681	7,820	652
Meyers	Edward	MD	Urgent Care	06/16/08	697	791	853	575	778	723	691	688	719	623	795	665	8,598	717
Grunsky	Mitchell	MD	325 Broad	03/17/04	678	503	813	597	635	621	549	682	606	632	545	710	7,571	631
Mahr	Christopher	MD	Bultman	01/28/08	687	549	765	660	653	560	659	660	669	618	685	569	7,734	645
Lucas	Thomas	MD	325 Broad	08/09/10	745	663	742	719	680	592	738	625	725	576	610	642	8,057	671
Whaley	David	MD	325 Broad	06/01/02	621	539	744	522	657	555	478	652	688	580	527	581	7,144	595
Soto	Carlos	MD	Columbia	05/01/10	562	591	658	721	658	707	680	562	652	595	567	592	7,545	629
Stewart	Ike	MD	220 Broad	04/28/08	522	576	580	599	543	637	504	562	468	534	419	553	6,497	541
Subtotal Shareholder Providers:					**5,783**	**5,402**	**6,479**	**5,578**	**5,840**	**5,615**	**5,432**	**5,765**	**5,934**	**5,340**	**5,152**	**5,557**	**67,877**	**5,656**
Other Active Providers:																		
Medical Doctors:																		
Aldrich	William	MD	Manning	08/09/13	519	504	514	586	502	438	534	522	467	466	501	466	6,019	502
Pridgen	Kaoru	MD	Columbia	07/17/13	490	543	478	474	374	481	383	563	199	478	511	399	5,373	448
Baker	John	MD	Neurology	03/26/11	285	324	360	409	203	445	420	361	315	346	386	388	4,242	354
Bista	Sukirti	MD	Peds	11/16/15	-	-	-	-	-	-	-	-	-	-	79	266	345	29
Judy	Carrie	MD	220 Broad	04/05/11	252	238	289	258	230	246	241	243	231	253	230	298	3,009	251
Morris	Winston	MD	Columbia	11/05/15	-	-	-	-	-	-	-	-	-	-	140	154	294	25
Trigg	Russ	MD	Urgent Care	08/01/16	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Braswell	William	MD	Bamberg	10/01/16	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Padgett	Dale	MD	Bamberg	10/01/16	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Subtotal Other MDs:					**1,546**	**1,609**	**1,641**	**1,727**	**1,309**	**1,610**	**1,578**	**1,689**	**1,212**	**1,543**	**1,847**	**1,971**	**19,282**	**1,546**
Mid-Levels:																		
Cox	Mary	Mid	Urgent Care	08/03/15	-	-	-	-	-	-	-	1	62	191	303	381	938	78
Ham	Abigail	Mid	Urgent Care	08/04/15	-	-	-	-	-	-	-	13	82	12	1	-	108	9
Hoshour	Carrie	Mid	Urgent Care	10/30/14	-	-	-	-	220	262	274	237	281	224	265	321	2,084	174
Heyward	Felicia	Mid	Wesmark	08/31/15	-	-	-	-	-	-	-	13	203	170	249	309	944	79
Morgan	Leighton	Mid	Bultman	11/02/15	-	-	-	-	-	-	-	-	-	-	16	149	165	14
Myers	Maxine	Mid	Urgent Care	12/17/15	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Robinson	Jessica	Mid	325 Broad	12/02/15	-	-	-	-	-	-	-	-	-	-	-	93	93	8
Stukes	Lillian	Mid	Manning	05/14/14	215	218	216	206	168	265	234	188	242	142	193	196	2,483	207
Reisenauer	Kimberly	Mid-PT	325 Broad	10/30/00	193	217	203	162	220	181	130	141	147	135	127	135	1,991	166
Kunkelman	Matthew	Mid	Bamberg	10/01/16	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Reed	Gloria	Mid	Orangeburg	10/01/16	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Smith	Ashley	Mid	Orangeburg	10/01/16	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Hamm	Allison	Mid	Bamberg	10/01/16	-	-	-	-	-	-	-	-	-	-	-	-	-	-
West	Julie	Mid	Neurology	08/01/16	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Davies	Torianne	Mid-PRN	Urgent Care	03/17/16	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Spencer	Hadley	Mid-PRN	Urgent Care	03/26/16	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Subtotal Other Mids:					**408**	**435**	**419**	**368**	**608**	**708**	**638**	**593**	**1,017**	**874**	**1,154**	**1,584**	**8,806**	**607**
Residents		N/A	Urgent Care	N/A	-	3	-	-	139	156	234	321	118	130	98	38	1,237	103
Subtotal Other Active Providers:					**1,954**	**2,047**	**2,060**	**2,095**	**2,056**	**2,474**	**2,450**	**2,603**	**2,347**	**2,547**	**3,099**	**3,593**	**29,325**	**2,444**
Subtotal All Active Providers:					**7,737**	**7,449**	**8,539**	**7,673**	**7,896**	**8,089**	**7,882**	**8,368**	**8,281**	**7,887**	**8,251**	**9,150**	**97,202**	**8,100**
Plus: Forecasted New Providers																		
Medical Doctors:																		
Smith	Kate (Turbeville)	MD-PT	Turbeville	11/01/16	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Full-time MD	(Neurology)	MD	Neurology	11/01/16	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Chandler	Michael (Rosewood)	MD	Rosewood	11/01/16	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Mid-Levels:																		
Miles	Julie (Manning)	Mid	Manning	12/01/16	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Stukes	(Summerton APP-2)	Mid	Summerton	11/01/16	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Robinson	(Summerton APP-1)	Mid	Summerton	11/01/16	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Munn	Ashley (Rosewood)	Mid	Rosewood	11/01/16	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Full-time Mid	(Turbeville)	Mid	Turbeville	12/01/16	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Morgan	(John's Island)	Mid	John's Island	12/01/16	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Full-time Mid	(Wagener)	Mid	Wagener	12/01/16	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Subtotal Forecasted New Providers:					-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total ALL Providers:					**7,737**	**7,449**	**8,539**	**7,673**	**7,896**	**8,089**	**7,882**	**8,368**	**8,281**	**7,887**	**8,251**	**9,150**	**97,202**	**8,100**
Plus:																		
Terminated					3,324	3,352	3,421	2,678	1,054	982	957	908	1,036	917	883	808	20,320	1,693
Grand Total:					**11,061**	**10,801**	**11,960**	**10,351**	**8,950**	**9,071**	**8,839**	**9,276**	**9,317**	**8,804**	**9,134**	**9,958**	**117,522**	**9,794**
# of Providers (excl. Residents/PRNs) - 2015:					**26**	**26**	**25**	**24**	**21**	**20**	**19**	**22**	**24**	**24**	**27**	**28**	**24**	
Average Visits per Provider - 2015:					425	415	478	431	426	454	465	422	388	367	338	356	411	
Work Days per Month - 2015:					21	20	22	22	21	22	22	21	21	22	20	21	**255**	
Average Days Worked per Current Active Provider - 2015:					19	18	20	19	19	18	18	19	19	19	17	18	223	

MANAGEMENT SERVICES AGREEMENT

This MANAGEMENT SERVICES AGREEMENT (this "***Agreement***") is made and entered into effect as of December 22, 2015 (the "***Effective Date***"), by and between Colonial Family Practice, LLC, a South Carolina limited liability company ("***Group***"), and Family Care Partners Management LLC, a Delaware limited liability company ("***Manager***"). Group and Manager are referred to herein each individually as a "***Party***," and collectively as the "***Parties***."

RECITALS

WHEREAS, Group is a South Carolina limited liability company that employs, or contracts with, physicians, pharmacists and other licensed health care professionals (the "***Practitioners***") and Clinical Support Personnel (defined below) to provide medical and related health care services and items, the provision of which requires a professional license or other health care regulatory approval from a governmental authority ("***Professional Services***"), to the Group's patients;

WHEREAS, Manager owns certain assets, operates a practice systems infrastructure and is in the business of providing management, consulting, administrative, and other support services to Practitioners who provide Professional Services; and

WHEREAS, Group desires to obtain the use of the assets, systems, infrastructure and the management services of Manager in order to permit Group to devote its full efforts to providing Professional Services.

AGREEMENT

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and on the terms and subject to the conditions herein set forth, the Parties, intending to be legally bound, hereby agree as follows:

ARTICLE 1
Engagement of Manager

1.1 Primary Purpose. The primary purpose of this Agreement is for Manager to provide to Group the Management Services (as defined in Article 3 below) necessary to relieve Group and its Practitioners of the non-clinical aspects of their practice to the maximum extent possible to permit Group and its Practitioners to devote their efforts to providing Professional Services to Group's patients.

1.2 Engagement. Group hereby engages Manager to act as Group's sole and exclusive manager in connection with the non-clinical management of the business operations and all other non-clinical activities of Group and provide the Management Services (as defined in Article 3 below) in the name of, for the account of, and on behalf of Group, and Manager hereby accepts such engagement for and in consideration of the compensation hereinafter

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provided.

ARTICLE 2
General Authority and Relationship of the Parties

2.1 Manager's Authority. In accordance with Article 3 and subject to the authority of Group set forth in Section 2.2, Manager shall provide the Management Services in accordance with the Budget (as defined below), and shall operate and manage the day-to-day aspects of Management Services as permitted by, and in accordance with, applicable laws, rules and regulations. Manager shall not direct, control, attempt to control, influence, restrict or interfere with any Practitioner's exercise of independent clinical or professional judgment in providing Professional Services, or Group's direction of Professional Services.

2.2 Group's Authority. Group shall at all times retain authority over the following: (a) those items exclusively reserved to it by applicable law and its bylaws, as may be amended from time to time, (b) matters relating to the professional judgment and delivery of Professional Services, and (c) matters relating to the physician-patient relationship, which shall be maintained strictly by the Practitioners under the supervision of Group, including, without limitation, treatment and management decisions, selection of diagnostic tests, determination of the need for referrals or consultations with other physicians, and the length of a patient visit.

2.3 Relationship of the Parties. Manager and Group are independent contractors. Group and Manager each acknowledge and agree that:

(a) Neither party is the employee or employer of the other;

(b) Nothing contained in this Agreement creates, constitutes or is to be construed as, a partnership or joint venture, or any other business arrangement not expressly set forth in this Agreement between Group and Manager;

(c) Only Group and its Practitioners shall have the exclusive authority to provide Professional Services and Manager shall not exercise control over or interfere with the Professional Services or the independent professional work or judgment of the Practitioners;

(d) Manager is not engaged in the practice of medicine, or the provision of Professional Services;

(e) Manager shall not share in the professional fees for Professional Services. All compensation to Manager is solely in exchange for Group's use of Manager's assets, systems, infrastructure and the Management Services (as defined in Section 3.1 below) at a fair market value for such use and services; and

(f) Manager may render services for other business entities and persons, whether or not engaged in the same business as Group, and may enter into such other business activities as Manager, in its sole and reasonable discretion, may determine, so long as the

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provision of such services does not prohibit Manager from performing its duties under this Agreement.

2.4 Financing Transactions. Group (but, for the avoidance of doubt, not any of its members, directors or officers) will participate in reasonably necessary financing transactions (as a guarantor), to, among other things, provide working capital necessary for the payment of Group's expenses and to support the growth of the business of the Group in accordance with the Budget. Group will pledge all of its assets (other than receivables arising from the provision of Professional Services to governmental health programs such as Medicare, Medicaid or TRICARE) including, without limitation, its interest in the Group General Account (as defined in Section 3.15(d)) as collateral in connection with such financing transactions with a lender, its banks and other parties as are reasonably necessary to consummate such financing transactions.

ARTICLE 3
Duties of Manager

3.1 Management Services, Facilities and Administration. During the Term of this Agreement, Manager shall provide, in exchange for the Management Fee (as defined in Exhibit "C") and other compensation in accordance with Article 6 and Exhibit "C", all such services as are reasonably necessary and appropriate for the day-to-day administrative support of Group's business in a manner consistent with good business practice, including without limitation those services set forth in this Article 3 (the "***Management Services***"). All Management Services shall be provided by Manager in such time frame, manner and quality as is reasonably necessary and appropriate to allow Group and the Practitioners to comply with applicable law and the standards of professional practice required of them hereunder and under any payor or other contracts for the provision of Professional Services at the Facilities.

3.2 License to Group. Manager grants to Group a limited, nonexclusive, revocable, nontransferable right and license, to the following, during the Term of this Agreement solely in connection with Manager's provision of Management Services under this Agreement:

(a) The use of Manager's computer hardware and servers needed for administrative support to Group.

(b) The use of Manager's network software system needed to provide administrative support to Group.

(c) The use of a proprietary software program where every Group patient's complete records are retrievable by entering the name and certain other information.

(d) The use of Manager's commercial phone support system technologies needed to provide administrative support to Group.

(e) All business support technology software needed to provide administrative support to Group.

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3.3 Supplies. Manager shall arrange for the purchase of: (1) non-clinical supplies (e.g., office supplies) necessary for the operation of Group; and (2) clinical supplies necessary for Group's provision of Professional Services in coordination and consultation, at Group's request, with Group. Group shall have final authority in all medical supply selections, subject to the economic feasibility as set forth in the applicable Budget.

3.4 Licensing and Accreditation. Manager will assist Group and its Practitioners in maintaining all licenses, permits, certificates and accreditations required for the Professional Services provided by Group. Group and its Practitioners shall provide timely and accurate information to Manager to facilitate obtaining such licenses, permits, certificates and accreditations; Manager shall rely upon such information in facilitating submissions of, and, subject to timely receipt of accurate information from Group and its Practitioners, Manager shall timely submit, licenses, permits, certificates and accreditations (or applications thereof) for Group and its Practitioners and to the extent that any information provided by Group or its Practitioners is inaccurate, Manager shall not assume any responsibility for the submission of such inaccurate information. Ultimate responsibility for the maintenance of such licenses, permits, certificates and accreditations shall be the responsibility of Group or its Practitioners, as applicable, provided that the foregoing shall not relieve Manager of any liability it may have pursuant to Section 5.5 for any breach of this Section 3.4. Except as set forth in Exhibit "A", the payment of fees for such licenses, permits, certificates and accreditations shall be a Manager expense.

3.5 Policies, Procedures and Protocols. Manager will make available for adoption by the Group in its sole discretion and implement standard administrative models, policies, procedures, government compliance documents and programs and practice protocols for the use of Group in its sole discretion.

3.6 Personnel.

(a) Manager will assist and advise Group in: (1) establishing and implementing guidelines for the recruitment, selection, hiring, firing, compensation, terms, conditions, obligations and privileges of employment or engagement of Practitioners and all other persons working directly for Group; (2) recruiting new Practitioners and all other persons working directly for Group; and (3) carrying out such administrative functions appropriate for such recruitment, including advertising for and identifying potential candidates, assisting Group in examining and investigating the credentials of such potential candidates, conducting criminal background checks and arranging interviews with such potential candidates; provided, however, Group shall make the ultimate decision as to whether to employ or retain a specific Practitioner candidate or any other persons working directly for Group.

(b) All non-Practitioner personnel providing administrative and other non-clinical services on behalf of Manager under this Agreement shall either be employees of Manager or shall contract directly with Manager for the provision of services (the "***Manager's Personnel***"), and shall not be employees, contractors or agents of Group. Manager shall be

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responsible to provide or arrange for the provision of sufficient training to Manager's Personnel in order to furnish the services under this Agreement. Except as provided in the Employee Leasing Agreement, all such personnel shall be subject to the supervision, control and direction of Manager.

(c) Manager's Personnel may include advisors, consultants, and subcontractors (individually, a "***Consultant***" and collectively, the "***Consultants***") as reasonably necessary to carry out the Management Services. Manager shall remain responsible for all Management Services performed by the Consultants. Manager may disclose any term of this Agreement to any Consultant of Manager who performs Management Services for Group under this Agreement; provided that each such Consultant has, for the benefit of Group and Manager, agreed in writing not to disclose the same.

(d) Manager shall provide to Group the support services of non-Practitioner health care personnel (e.g., technicians, medical assistants) who may be employed by or contracted with Manager as applicable law permits and are necessary for Group to sell or furnish its items and services, including Professional Services ("***Clinical Support Personnel***"), pursuant to an agreement between Manager and Group (the "***Employee Leasing Agreement***") in the form attached hereto as Exhibit "B", which shall be executed and attached to this Agreement. The cost of providing such personnel to Group shall be set forth in the Employee Leasing Agreement (the "***Employee Leasing Fee***"). Manager shall be responsible to provide or arrange for the provision of sufficient training to Clinical Support Personnel.

(e) Notwithstanding the foregoing paragraphs (b) through (d), Manager shall, upon receipt of any creditable complaint regarding Manager's Personnel or Clinical Support Personnel, resolve, consistent with good business practice, any such complaint, including, if Group reasonably determines to be necessary pursuant to Sections 4.12 or 4.13, the immediate removal and, within a reasonable period of time, replacement of Manager's Personnel or Clinical Support Personnel with another person of similar skills and expertise.

3.7 General Administrative Support Services. Manager shall provide and supervise administrative, management, and other non-clinical personnel reasonably necessary to support Group on a day-to-day basis, including, secretarial and other office personnel support services, staff support for Group's member and committee meetings, administrative record keeping, and other similar services required in the day-to-day operation of Group's business. Manager shall also provide written reports, as reasonably requested, for meetings of Group management and members.

3.8 Insurance. Manager shall assist Group in arranging for the purchase by Group of necessary insurance coverage for Group and its Practitioners including evaluation of Group's insurance needs and pricing of such insurance. All premiums for Group's and any Practitioner's insurance shall be a Group Expense (as that term is defined in Section 4.3 below). Manager shall also provide documentation of Group's or a Practitioner's insurance coverage to third parties, as reasonably requested by Group. Group shall continue all insurances with coverage, limits, insurer, and basis as occurrence or claims-made, the same as Group's insurance in effect

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immediately before the Effective Date, or as mutually agreed upon by the Parties ("***Sufficient Insurance***"). Manager shall assist Group in evaluating, on an ongoing basis, the professional liability, general liability, cyber liability insurance policy and other insurance needs of Group and Practitioners taking into consideration coverage customarily maintained by similar enterprises, hospital requirements, and general availability of coverage in the market.

3.9 Tax Matters; Income Taxes. Manager shall arrange for the preparation of the annual report and tax information returns required to be filed by Group, and the cost of such preparation shall be treated as a Group Expense. Manager, on behalf of Group, shall pay, on a timely basis when due to the taxing authority, as a Group Expense, all income taxes on income of Group applicable to income while this Agreement is in effect. The preceding sentence shall survive the termination or expiration of this Agreement.

3.10 Accounting and Financial Records. Manager shall establish and administer accounting policies and procedures, internal controls, and systems for the development, preparation and safekeeping of administrative or financial records and books of account relating to the business and financial affairs of Group, all of which shall be prepared and maintained in accordance with GAAP and sound business practices. Manager shall prepare or assist in preparation of financial statements or records of Group as Group may reasonably request. No provision in this Agreement shall be interpreted to limit in any way Group's access to, and Manager shall provide Group with full access to, Group's financial and business information, including but not limited to bank statements, cash disbursements, cash receipts, accounts payable and receivable, and contractual obligations of any kind.

3.11 Planning and Budgeting. Manager shall advise Group of short and long range planning, including the projection of personnel needs, evaluation of compensation of Group's employees and contractors, fees for services provided, analyses of future markets, and other necessary planning services. Manager shall prepare for Group's review and approval, and Manager shall deliver to Group on an annual basis, a proposed annual capital and operating budget for Group ("***Proposed Budget***").

3.12 Acquisition and Maintenance of Medical Equipment. Except as set forth in this Section 3.12, Manager shall provide, to the extent permitted under applicable law, all medical equipment and other tangible personal property reasonably necessary for Group's provision of Professional Services at Manager's expense and not otherwise used in the provision of Manager's administrative services under this Agreement (the "***Medical Equipment***"). For any such medical equipment that must be acquired or leased directly by Group under applicable law or would, in Manager's sole and reasonable judgment, minimize the Group's requirement to pay any applicable state sales and use tax for the Manager's provision of such medical equipment, Manager shall arrange for the acquisition or lease of such medical equipment on Group's behalf from a third-party, the cost and expense of which shall be a Group Expense and funded in accordance with the applicable Budget. Group shall have final authority in all medical equipment selections, subject to economic feasibility as set forth in the applicable Budget. Manager may advise Group on the relationship between Group's medical equipment decision and its overall administrative and financial operations. Manager shall arrange for and be responsible for

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repairing, maintaining, and keeping in reasonably good condition (ordinary wear and tear expected), and replacing (as necessary), all of Group's medical equipment at the reasonable direction of Group, ordinary wear and tear excepted, the cost and expense of which shall be a Group Expense.

3.13 Expenditures. Manager shall assist Group in managing all cash receipts and disbursements of Group, including the payment on behalf of Group of all taxes, assessments, licensing fees and other fees of any nature whatsoever in connection with the operation of Group as the same become due and payable.

3.14 Contract Negotiations. As directed by Group, Manager shall advise Group with respect to and negotiate, either directly or on Group's behalf, as appropriate and permitted by applicable law, such contractual arrangements with third parties as are reasonably necessary and appropriate for Group's provision of services, including without limitation negotiated price agreements with third party payors, provided that no contract or arrangement regarding the provision of medical care shall be entered into without Group's consent and provided that such third party permits Manager to negotiate directly or on Group's behalf. Manager shall assist Group and monitor performance of the respective party to such agreements for compliance with the terms and conditions set forth therein, as well as all applicable federal and state laws, rules and regulations. Manager shall also be the administrative liaison between Group and any patients, third-party payors, hospital, medical group or other client to which Group provides professional services, including pursuant to a contractual arrangement between Group and such third parties.

3.15 Billing and Collection. Subject to the terms of this Agreement, on behalf of and for the account of Group, Manager may subcontract to a third party any and all billing and collection duties. Manager shall, or shall require the applicable third party to, bill and exercise reasonable efforts to collect in compliance with applicable laws and third-party payor requirements and in a timely manner all professional and other fees for all billable services provided by Group. In connection with the billing and collection services to be provided hereunder, Group hereby appoints Manager as Group's exclusive true and lawful agent during the Term, and Manager hereby accepts such appointment, for the following purposes as directed by Group:

(a) To bill, in Group's name and on Group's behalf, all claims for reimbursement or indemnification from patients, insurance companies and plans, all state or federally funded benefit plans, and all other third party payors or fiscal intermediaries for all covered billable items and services provided by or on behalf of Group to patients.

(b) Subject to Section 3.16, to collect and receive, in Group's name and on Group's behalf, all accounts receivable generated by such billings and claims for reimbursement, to take possession of, endorse in the name of Group, and deposit, only into Group's bank account (the "***Deposit Account***"), all notes, checks, money orders, insurance payments, and any other instruments received in payment of accounts receivable for services and items furnished by or on behalf of Group, to administer such accounts including, but not limited to, extending the time or

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payment of any such accounts for cash, credit or otherwise; discharging or releasing the obligors of any such accounts; suing, assigning or selling at a discount such accounts to collection agencies; or taking other measures to require the payment of any such accounts; provided, however, that extraordinary collection measures, such as filing lawsuits, or assigning or selling accounts at a discount to collection agencies, shall not be undertaken without Group's written consent; and to refund to a payor, any amount less than $1,500.00 per claim finally determined to be owing to the payor as a refund of payments previously received by Group (for services provided by Group on or after the Effective Date) (refunds equal to or exceeding $1,500.00 per claim shall require the prior written consent of Group).

(c) To sign checks, drafts, bank notes or other instruments of Group on behalf of Group, and to make withdrawals only from Group's specified account for payments specified in this Agreement and as requested from time to time in writing by Group.

(d) Group authorizes Manager to act as its attorney-in-fact during the Term with respect to the administration of the Deposit Account and the other actions described in this Section 3.15(d). On a daily basis, Manager is authorized to transfer all amounts from the Deposit Account into a general account in the name of Group ("***Group General Account***"). Manager is authorized to, and shall, pay the expenses of Group, in accordance with Section 4.3, from Group General Account on a monthly basis, in accordance with such procedures (including the use of appropriate payroll or other accounts) as are agreed by the Parties. Manager is also authorized to, and shall, pay, from the Group General Account, its Management Fee and other compensation in accordance with Article 6 and Exhibit "C" no less frequently than on a monthly basis following payment of the Group Expenses.

(e) Upon request of Manager, Group shall execute and deliver to the financial institution at which Group's account(s) is/are maintained such additional documents or instruments as Manager may reasonably request to demonstrate its authority. The agency granted herein is coupled with an interest and shall be irrevocable during the Term except with Manager's written consent.

(f) If Manager becomes aware of actual or alleged billing or coding errors involving services provided by Group or any related governmental investigations, Manager shall promptly notify Group of such matters, to the extent permitted by law. If Group becomes aware of actual or alleged billing or coding errors involving services provided by Group or any related governmental investigations, Group shall promptly notify Manager of such matters, to the extent permitted by law. Manager and Group shall reasonably cooperate in the investigation of matters involving billing or coding errors arising under this Agreement, and in responding to any related governmental investigations.

3.16 Deposit of Governmental Payor Funds. Group and/or Manager shall deposit in Group's account (*i.e.*, a bank account Group shall have exclusive dominion and control over that is opened by Group at a bank mutually agreed upon by the parties, whose deposits are FDIC insured) (the "***Lockbox Account***") all governmental payor (*i.e.*, Medicare, Medicaid, etc.) collections collected by Group or by Manager on Group's behalf (and all other payments

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required by law to be collected by Group or pass first through the sole control of Group). To the extent that Group or any of its employees or agents receives funds for services paid for or reimbursed by governmental payors, such funds shall be deposited in the Lockbox Account. Manager shall receive copies of the monthly bank statements for the Lockbox Account. Group shall set up instructions with the bank so that the Lockbox Account is swept on a daily basis into the Deposit Account or another operating account for which Manager shall have the ability to write checks. Group's revocation of such bank instructions without Manager's prior authorization shall constitute a material breach of this Agreement.

3.17 Litigation. As directed by Group, Manager shall assist Group in the defense of claims, actions, proceedings or investigations against Group or any of its officers, directors, employees or agents in their capacity as such, and shall assist Group in the initiation and prosecution of claims, actions, proceedings by Group against any person other than Manager. Manager shall also assist Group in developing programs to identify areas of potential legal risk for Group and provide and coordinate legal representation in the event of actual or anticipated litigation against Group. Group and Manager acknowledge that, in connection with such legal representation, it may be necessary to provide Manager with PHI (as defined in Article 8) and Group and Manager agree to treat such information in accordance with Article 8.

3.18 Marketing and Advertising. Manager shall assist Group with marketing strategy and activities and shall provide or arrange for the provision of marketing, advertising and public relation services on behalf of Group. Manager shall implement such marketing and advertising programs, including, but not limited to, analyzing the effectiveness of such programs, preparing marketing materials, negotiating marketing contracts on Group's behalf, and obtaining services necessary to produce and present such marketing programs. Manager's marketing shall not include marketing activities conducted by any employee of Group. Group shall have no right whatsoever to use Manager's name, trademark, copyrighted materials, or any of Manager's other intellectual property except as expressly permitted in this Agreement. Manager and Group agree that all marketing programs shall be conducted in compliance with all applicable standards of medical ethics, laws and regulations and pursuant to Manager's consultation with Group. Any description of Medical Group's medical and clinical services used in any marketing materials or programs shall be subject to the Medical Group's right to review and approve.

3.19 Facilities. Notwithstanding that the Group may, pursuant to its Approved Budget, own or lease clinic and similar facilities, office space and storage space directly from third-parties (the "***Group Facilities***"), the cost of which shall constitute a Group Expense, Manager shall provide to Group additional clinic and similar facilities, office space and storage space (the "***Manager's Facilities***", that together with Group Facilities shall constitute the "***Facilities***") reasonably suitable, to be determined in consultation with Group, for the type of Professional Services furnished by Group, pursuant to a separate written agreement. Manager shall be responsible for arranging and paying for any necessary build-out or reconfigurations of the Manager's Facilities. The Manager's Facilities and leasehold improvements, whether currently existing or added during the term of this Agreement, provided by Manager and utilized by Group under this Agreement, at all times will be and remain the sole and exclusive property of the Manager. Group will comply with all terms, conditions and restrictions on Group's use of

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Manager's Facilities contained in the applicable lease or sublease agreements ("***Space Lease Agreements***," each a "***Space Lease Agreement***"), which are attached at Exhibit "D" and incorporated into this Agreement. The cost of providing each of the Manager's Facilities to Group shall be set forth in the respective Space Lease Agreement (each a "***Space Lease Fee***" and collectively the "***Space Lease Fees***"). Group will not have any right, title, or interest therein or thereto except as otherwise expressly set forth in this Agreement or its respective Space Lease Agreement. Exhibit "D" may be amended from time to time by mutual agreement of the Parties, which agreement shall not be unreasonably withheld or delayed.

3.20 Fixtures, Furnishings and Non-Medical Equipment. Manager will be responsible for all costs associated with the provision and maintenance of furnishings, fixtures, and non-Medical Equipment ("***FFE***") necessary for Manager to perform its obligations under this Agreement to support Group's operations, including utilities and other building services as well as repair and replacement of FFE in Manager's sole and reasonable discretion. Title to FFE shall reside in Manager. Without Manager's prior written consent, Group shall not cause or agree to any lien, security interest, claim or encumbrance of any kind being placed on, incurred on, levied against, or recorded on any FFE. At the request of Manager, Group shall execute any UCC-1 Financing Statements or similar documents requested by Manager evidencing Manager's ownership of the FFE. To the extent that Group requires new or replacement FFE, Group shall request that Manager acquire such FFE and Manager will consult with Group to determine whether to acquire any new or replacement FFE; provided that if any acquisition will have a material financial effect on Manager, Manager shall have the right to condition the acquisition of such FFE on an appropriate adjustment to the compensation under Article 6 and Exhibit "C".

3.21 Quality Assurance and Compliance.

(a) Manager shall implement and provide administrative personnel to support Group's quality assurance programs, including recommending to Group policies and actions regarding quality assurance and quality enhancement programs, credentialing and credentialing criteria.

(b) Manager shall implement and provide administrative personnel to support Group's compliance program, including recommending to Group policies and actions regarding the implementation of a compliance program as applicable federal, state, and local rules, regulations, statutes, laws, and ordinances apply to Group. In addition, Manager shall develop, on behalf of Group, a compliance program under which Manager shall make available a compliance officer, a compliance hotline and compliance training program for Group's personnel to facilitate compliance by Group with laws impacting its business and to create a reporting process for concerns regarding compliance issues. Manager shall coordinate filing of all state mandated reports that Group has authorized Manager to file. Group and Manager acknowledge that, in connection with such compliance initiatives or reports, it may be necessary to provide Manager with PHI and Group and Manager shall treat such information in accordance with Article 8 hereof.

3.22 Confidential Information.

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(a) Information. Manager shall, and shall require all Manager's Personnel and Clinical Support Personnel to, keep confidential any confidential information of Group, including financial, statistical, personal, patient and client information obtained or encountered relating to Group and Group's Practitioners including PHI, in accordance with Article 8 ("***Confidential Information***"). Confidential Information shall not include information that is (a) known to the receiving party before disclosure thereof, (b) independently developed by the receiving party, (c) generally available to, or known by, the public (other than as a result of a violation hereof), or (d) obtained by the receiving party from a third party not known by the receiving party to be under any obligation not to disclose such information. Notwithstanding the foregoing, Manager shall be entitled to retain any such property, documents or data or any reproduction thereof, or any documents containing or pertaining to any Confidential Information in accordance with and not in violation of any applicable law, including but not limited to state and federal patient privacy laws such as the Health Insurance Portability and Accountability Act or in connection with any lawsuit or other proceeding involving Manager. Any and all reports, documentation, deliverables, work product, or other materials, writings, or works of authorship (and any drafts of the foregoing) created, developed, or prepared by Manager or its employees or subcontractors in the course of performing the services contemplated by this Agreement (collectively, "***Work Product***") shall be owned by Manager and shall not be deemed a "work for hire." Group hereby assigns and expressly disclaims, any and all right, title, or interest in such Work Product that are made, discovered, developed, assembled, created, or conceived, in whole or in part, by Manager, employees and subcontractors of Manager pursuant to this Agreement.

(b) Screening of Manager's Personnel and Clinical Support Personnel. Manager shall conduct an initial screening assessment and periodic screening assessments (which shall occur not less than annually), in accordance with state and federal law, of the federal exclusion databases, currently located at http://exclusions.oig.hhs.gov/ and at https://www.sam.gov/portal/, and any applicable state exclusion database to identify any directors, officers, and employees and independent contractors of Manager involved in the delivery of Management Services under this Agreement, who may be excluded, debarred, or otherwise ineligible to participate in any Federal Healthcare Programs or state health care programs.

3.23 Excluded Services and Liabilities. In connection with Management Services to be performed by Manager under this Agreement, Manager shall be responsible for the receipt and disbursement of funds under this Agreement on behalf of Group, but Manager shall not: (a) undertake any activity which is required by law to be provided solely by a licensed Practitioner; (b) incur or assume any liability for any obligations, liabilities or debts of Group or any Practitioner except in connection with financing transactions as set forth in Section 2.4 and except as provided in Section 5.5 of this Agreement or in the other agreements entered into by and between the Parties and their affiliates in connection herewith (collectively, the "***Related Agreements***"); (c) be liable to Group, any Practitioner, or any other third party who may claim such liability on the part of Manager, for any acts or omissions in the performance of such services, except as provided in Section 5.5 of this Agreement or in the Related Agreements; or

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(d) be liable for any damages, costs or liabilities related to the delivery of health care services to clients or patients of Group or to any Practitioner, except as provided in Section 5.5.

3.24 Liaison. One or more individuals (each, a "***Liaison***"), pursuant to his/her agreement with Manager (each, a "***Liaison Agreement***") attached hereto at Exhibit "E", shall perform, or arrange for a delegate to perform, certain administrative duties set forth in the Liaison Agreement on behalf of Manager and facilitate communication and cooperation between the Manager and Group. In the event that a Liaison Agreement expires or terminates for any reason, the Manager shall enter into a Liaison Agreement with a new individual of Manager's choosing to serve as Liaison or may permit any remaining Liaison to assume the roles and duties of the departing Liaison.

3.25 Compliance with Laws. Manager shall comply, and shall require that all Manager's Personnel comply, with all applicable federal, state, and local laws, rules, regulations, and restrictions in the provision of Management Services.

ARTICLE 4
Duties of Group

4.1 Professional Services. Group shall provide to its hospitals, medical groups, patients, third-party payors and other clients with whom it has entered into professional services or similar agreements ("***PSAs***"), if any, the Professional Services that are necessary and appropriate to fulfill Group's obligations to such hospitals, medical groups, patients and other clients under such PSAs. Group shall perform such Professional Services in accordance with the standards and provisions of the applicable PSA. Group shall require that all Professional Services provided by a Practitioner be provided in compliance at all times with all applicable ethical and clinical standards, laws, rules, and regulations. In the event that Group becomes aware of any disciplinary actions or medical (or other) practice actions are initiated against any Practitioner, Group shall promptly inform Manager of such action and the known underlying facts and circumstances. Group shall monitor the quality of services provided by Practitioners and require the Practitioners to adequately and appropriately supervise any non-Practitioner personnel of Group or Manager in accordance with the requirements of applicable law.

4.2 Practitioners.

(a) Group shall use require each Practitioner who performs services with or on behalf of Group to agree in writing to the terms and conditions set forth in Sections 4.1, 4.5, 4.6, 4.10, 4.12, 7.6, 8.2, 8.3 and 9.1(c) as soon as reasonably practicable following the date hereof.

(b) Group shall, in consultation with Manager, establish and implement guidelines for the recruitment, selection, hiring, firing, compensation, terms, conditions, obligations and privileges of employment or engagement of Practitioners and all other persons working directly for Group.

(c) Group shall have the authority to engage and terminate the services of any

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Practitioner and shall provide written notification to Manager in advance of such personnel decisions to allow Manager to prepare for such departure from an administrative perspective, except that Group may terminate the services of any Practitioner without such advance written notice if such termination arises from an urgent situation (e.g., patient safety risk) and Group does not have a reasonable opportunity to provide such advance notice to Manager, in which case Group shall provide notification verbally or through other reasonable means to Manager as soon as possible followed by written notification of such Practitioner terminations.

(d) Group is solely responsible for the payment to all such Practitioners of all compensation pursuant to Exhibit "A", including reasonable salary, fringe benefits, bonuses, health and disability insurance, workers' compensation insurance and any other benefits which Group may make available to its Practitioners.

(e) Group shall, in consultation with Manager, establish work schedules for all Practitioners to ensure adequate coverage for the Professional Services, including the appropriate supervision with respect to the provision of Professional Services to patients in accordance with all applicable laws. Group shall consult with Manager periodically regarding the number, work schedules and evaluation of the Practitioners. Group shall staff its practice as required for the efficient operation of Group, and as otherwise necessary to meet the requirements of payor contracts and applicable law.

(f) Group, in consultation with Manager, shall have the sole right and authority to establish and fix the rates of compensation payable, and the types and amounts of the employee benefits provided to the Practitioners and to determine the differences, if any, in the rates of compensation or employee benefits for similarly classified employees based upon experience, special skills, ability, efficiency and other factors deemed relevant by Group. Group shall be responsible to withhold and pay all compensation, employee benefits, FICA, FITS, SDI, or any other payroll and withholding taxes with respect to such personnel.

4.3 Group Expenses. Group is solely responsible for the payment of the costs and expenses described in Exhibit "A" attached hereto and as set forth in the Budget approved pursuant to Sections 3.11 and 4.4 (the "***Group Expenses***"), which costs and expenses are in addition to, and shall be paid prior to the payment of, the Management Fee and other compensation described in Article 6, provided that the foregoing shall not relieve Manager of any liability it may have pursuant to Section 5.5 for any breach of Section 3.15(d). The Group Expenses shall be included in the Budget prepared in accordance with Sections 3.11 and 4.4 and, subject only to the authority of Group set forth in Section 2.2, Group shall have no authority to change the amount or terms of any Group Expense as included in a Budget without consultation with Manager and agreement with Manager on appropriate adjustments to the budget.

4.4 Budget and Fees. Group shall approve its budget (the "***Budget***") in consultation with Manager regarding the fiscal and economic consequences of the Budget and after taking into consideration the Proposed Budget. Group shall maintain the authority to make all final decisions related to hiring additional physicians and other clinical staff and purchasing necessary equipment and supplies for proper patient care. Group shall set the professional fees to be

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charged for the Professional Services.

4.5 Cooperation with Manager on Billing. Group shall, and Group shall require all Practitioners to, provide Manager with complete and accurate charge slips, claims or encounter reports and other similar documentation, whether as part of a hard copy or electronic record, specifically identifying items or services furnished and, to the extent applicable, service and diagnosis codes, drug codes, or supply codes, in a form and substance as indicated by Manager in advance from time to time. Subject to Section 5.5, Group shall be responsible for all coding and billing decisions with respect to the provision of Professional Services to Group's patients.

4.6 Account Administration. Group covenants, and shall require all Practitioners to covenant, that any payments received by them with respect to services provided by Group shall be promptly, but in no event later than five (5) business days after receipt, remitted to Manager for deposit in the Deposit Account. Neither Group nor any Practitioner shall take any action that materially interferes with the administration of the Deposit Account or the Group General Account by Manager, as provided in Section 3.15, including but not limited to, failing to remit to Manager for deposit into the Deposit Account any payments received by a Practitioner or any withdrawal of any funds from the Deposit Account or the Group Account other than in accordance with the express terms of this Agreement or any other written agreement executed by each of the Parties.

4.7 Notification of Service Changes. Group shall provide sixty (60) days written notice before commencing any new Professional Service or terminating or materially modifying the types of Professional Services or other services furnished by Group, except where Group reasonably determines that such change is required by law or the observation of such notice period would result in a violation of applicable law or otherwise be impractical, in which case Group shall give such written notice promptly.

4.8 Group Governance. Group is solely responsible for matters involving its internal corporate governance, its Practitioners, and similar internal matters.

4.9 Designation of Officer. In accordance with its organizational documents and applicable laws, Group shall designate one or more individuals identified by Manager as officers of the Group, who shall be authorized to perform certain tasks on the Group's behalf, at the direction of the Group's members, including the execution of agreements to which the Group is a party.

4.10 Compliance with Laws. Group shall comply, and shall ensure that all Practitioners comply, with all applicable federal, state, and local laws, rules, regulations, and restrictions in the provision of Professional Services, including without limitation, the federal anti-kickback statute, the federal false claims act, the Stark self-referral statute, and the false claims act of any state.

4.11 Non-Solicitation. During the Term, except pursuant to the Employee Leasing Agreement, Group shall not employ, engage, solicit, or contract for the employment or services of any employee or former employee of Manager, without the prior written consent of Manager;

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provided, however that the provisions of this Section shall not apply to employees, or former employees of Manager who also provide services to Group.

4.12 Cooperation in Defense of Proceedings. The Parties shall cooperate with each other the defense of a third party claim related to the services provided hereunder, including providing such witnesses and documentary evidence as may reasonably be requested by the other Party or counsel, unless a Party has been advised by counsel in writing that an actual or potential conflict exists between Group and Manager in connection with the defense of such claim. The selection of all counsel defending all such claims and legal actions against any Party shall be made by Manager, which will consult with Group where appropriate, subject to any applicable restrictions of the insurance carrier or carriers. To the extent allowed by the insurance carrier or carriers, Manager shall, in conjunction with said counsel, and after consultation with Group where appropriate, make decisions concerning the preparation and presentation of the defense of such claims.

4.13 Manager's Personnel and Clinical Support Personnel. Group shall notify Manager of any creditable complaint received by Group about any of Manager's Personnel or Clinical Support Personnel assigned by Manager for the purposes of requesting that Manager promptly resolve such complaint, including, but not limited to, any reasonable request to temporarily remove or reject any of Manager's Personnel or Clinical Support Personnel from any Group location.

4.14 Removal. Group may permanently remove or reject as unsuitable any of Manager's Personnel or Clinical Support Personnel from any Group location that provides patient care, provided that such removal or rejection is based upon Group's or a Practitioner's professional judgment with respect to the delivery of Professional Services or a reasonable showing: (i) that such Manager's Personnel or Clinical Support Personnel is unsatisfactory for the job category by reason of lack of experience, ability or technical skill, (ii) of a material incompatibility with Group's Practitioners or patients that has not been reasonably cured within ten (10) business days of Group's written notification to Manager of any such material incompatibility, or (iii) of the willful neglect of duty and job responsibilities related to non-clinical patient services, serious infraction of rules and regulations related to professional quality control operations, or health or safety of other personnel or patients.

ARTICLE 5
Insurance and Indemnification

5.1 Group Insurance. At all times during the Term, Group shall maintain workers' compensation for the Practitioners as required by applicable law. At all times during the Term, Group shall maintain professional malpractice liability insurance covering Group and all Practitioners sufficient to cover any liabilities arising from Group's obligations under this Agreement, in amounts of at least One Million Dollars ($1,000,000) per occurrence and Three Million Dollars ($3,000,000) in the aggregate, and general commercial liability insurance covering Group and all Practitioners sufficient to cover any liabilities arising from Group's obligations under this Agreement in amounts of at least One Million Dollars ($1,000,000)] per

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occurrence and Two Million Dollars ($2,000,000) in the aggregate, or as mutually agreed upon by the Parties. Upon request by Manager, Group shall provide Manager with certificates of insurance or other satisfactory written evidence of insurance coverage.

5.2 Requirement of Notification. Each Party shall notify the other Party at least forty-five (45) days prior to the effective date of any proposed change in such Party's insurance arrangements, and shall provide the other Party prompt access to any records reasonably necessary to evaluate the effect of such change in insurance arrangements. This Section 5.2 applies to any cancellation, expiration, material change in content, change in carrier, reduction in amount of coverage, material modification, replacement, or substitution of any policy or policies.

5.3 Manager's Coverage. During the Term, Manager shall maintain general liability insurance sufficient to cover any liabilities arising from Manager's obligations under this Agreement, in amounts of at least One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in the aggregate.

5.4 Indemnification by Group. Group shall indemnify, hold harmless, and defend Manager from and against any and all liability, loss, damage, claim, causes of action, and expenses, including reasonable attorneys' fees (each a "***Loss***" and collectively, "***Losses***") caused, directly or indirectly, by or as a result of: (a) the provision of Professional Services; (b) the negligent acts or omissions or the intentional misconduct of Group or any Practitioner (other than when acting at the direction of or in accordance with the written instructions from Manager); or (c) any breach of this Agreement.

5.5 Indemnification by Manager. Manager shall indemnify, hold harmless, and defend Group from and against any Losses caused, directly or indirectly, by or as a result of: (a) the performance of the Management Services; (b) the negligent acts or omissions or the intentional misconduct of Manager, or any of its employees and/or subcontractors under this Agreement during the Term (other than when acting at the direction of or in accordance with the written instructions from Group); and (c) any breach of this Agreement.

5.6 Survival. The indemnification obligations of the Parties set forth in Sections 5.4 and 5.5 shall survive indefinitely, regardless of any expiration, termination, or rescission of this Agreement.

ARTICLE 6
Fees

6.1 In consideration of Group's use of Manager's assets, systems and infrastructure, the Management Services provided by Manager (except for Clinical Support Personnel and Manager's Facilities furnished pursuant the Employee Leasing Agreement and Space Lease Agreements, respectively, Medical Equipment provided by Manager under Section 3.12, and Manager's marketing activities under Section 3.18), and the substantive commitment and effort made by Manager (collectively, the "***Total Group Benefits***"), Group agrees to pay Manager a fee (the "***Manager's Fee***") computed in accordance with the provisions of Exhibit "C" attached

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hereto.

6.2 In consideration of Group's use of Manager's Clinical Support Personnel, Group agrees to pay Manager the Employee Leasing Fees in accordance with the Employee Leasing Agreement and with the provisions of Exhibit "C" attached hereto.

6.3 In consideration of Group's use of Manager's Facilities, Group agrees to pay Manager the Space Lease Fees in accordance with the Space Lease Agreements and with the provisions of Exhibit "C" attached hereto.

6.4 In consideration of Manager's provision of medical equipment under Section 3.12, Group agrees to pay Manager a separately invoiced fixed amount reflected in the Budget for such medical equipment (the "***Medical Equipment Fee***") in accordance with the provisions of Exhibit "C" attached hereto.

6.5 In consideration of Manager's marketing activities under Section 3.18, Group agrees to pay Manager a separately invoiced fixed amount reflected in the Budget for such marketing activities (the "***Marketing Expense***") in accordance with the provisions of Exhibit "C" attached hereto.

6.6 In consideration of the Manager's achievement of certain performance metrics, Group agrees to pay Manager performance payments consistent with the provisions of Exhibit "C" attached hereto.

6.7 The above fees may be adjusted annually upon mutual agreement of the Parties based on the fair market value of the Total Group Benefits, Clinical Support Personnel, Manager's Facilities, Medical Equipment and marketing services to be provided by Manager to Group hereunder. Group and Manager agree that the fees and other compensation set forth under this Agreement, the Employee Leasing Agreement and Space Lease Agreements have been negotiated at arms-length and are fair, reasonable, and consistent with fair market value.

ARTICLE 7
Term of Agreement

7.1 Term. The term of this Agreement shall commence as of the Effective Date and shall continue in full force and effect for a period of five (5) years thereafter ("***Initial Term***"). Thereafter this Agreement shall automatically renew for successive five (5) year terms unless Manager gives instruction to the contrary to Group, in the manner provided herein, at least six months (6) months prior to the first or any subsequent renewal date. During the Initial Term of this Agreement, this Agreement shall only be terminable pursuant to Sections 7.2, 7.3 and 7.4. The Initial Term and any subsequent renewals are collectively referred to as the "***Term***".

7.2 Termination by Manager with Cause. This Agreement may be terminated by Manager upon a material breach of any material provision of this Agreement by Group which is not cured within ninety (90) days after written notice is given to Group fully describing the

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nature of the alleged breach; provided that, if such breach cannot be reasonably cured within such ninety (90) day period, Group shall not be deemed in default (and therefore Manager shall not be permitted to terminate this Agreement pursuant to this Section 7.2) so long as it has reasonably commenced to cure the breach within such ninety (90) day period and thereafter diligently completes such cure.

7.3 Termination by Manager without Cause. This Agreement may be terminated by Manager without cause upon one hundred eighty (180) days written notice to Group.

7.4 Termination by Group with Cause. This Agreement may be terminated by Group only upon a material breach of any material provision of this Agreement by Manager which is not cured within ninety (90) days after written notice is given to Manager fully describing the nature of the alleged breach; provided that, if such breach cannot be reasonably cured within such ninety (90) day period, Manager shall not be deemed in default (and therefore Group shall not be permitted to terminate this Agreement pursuant to this Section 7.4) so long as it has reasonably commenced to cure the breach within such ninety (90) day period and thereafter diligently completes such cure.

7.5 Additional Remedies. If an event of a default by either Party involves the failure to make a payment as provided in this Agreement, the non-defaulting Party shall, in addition to the recovery of the amount unpaid, be entitled to reasonable attorneys' fees and costs of collection, and shall be further entitled to interest on such unpaid amounts from the date such amounts become due and payable.

7.6 Effect of Termination. Upon termination of this Agreement, Group shall immediately abandon all Manager's Facilities and return to Manager any property or equipment of Manager under the control of Group or in the possession of any Practitioner, in good condition, normal wear and tear excepted, free and clear of any lien, security interest, claim or encumbrance of any kind except for those granted to any third party by the Manager, including, without limitation, the security interest in favor of Freeport Financial Partners LLC or any successor or assign (the "Agent") pursuant to that certain Credit Agreement, to be dated as of December 22, 2015 (as amended, amended and restated, supplemented or otherwise modified from time to time), by and among Manager, the lenders named therein and the Agent, unless previously agreed to in writing by Manager. Group shall, and shall require all Practitioners to, return to Manager any originals or copies of any Work Product, Group Work Product or Proprietary Information (as defined below). Manager will retain its authority under Article 3 for the limited purpose of collecting amounts due Group for Professional Services provided prior to the termination of this Agreement and to administer the Group Account for the limited purpose of paying Group Expenses and compensation under Article 6 and Exhibit "C" incurred through the date of termination.

ARTICLE 8
Protected Health Information and Other Proprietary Information

8.1 Protected Health Information. The nature of Manager's responsibilities under this

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Agreement may involve the receipt by Manager of "Protected Health Information" as that term is defined in the Health Insurance Portability and Accountability Act of 1996 ("***PHI***"). The Parties will enter into a Business Associate Addendum, substantially in the form of Exhibit "F" hereto, which Addendum shall govern the Parties' obligations with respect to PHI.

8.2 Proprietary Information. During the Term, Group and each Practitioner will have access to and become acquainted with or will continue to have access to confidential information and trade secrets of Manager, including this Agreement and related documents, information and data relating to payor contracts and accounts, computer programs, clients, billing practices and procedures, business techniques and methods, strategic plans, operations and related data (collectively, "***Proprietary Information***"). Proprietary Information shall not include information that is (a) known to the receiving party before disclosure thereof, (b) independently developed by the receiving party, (c) generally available to, or known by, the public (other than as a result of a violation hereof), or (d) obtained by the receiving party from a third party not known by the receiving party to be under any obligation not to disclose such information. All Proprietary Information is the property of Manager and is used in the course of Manager's business and shall include proprietary information protected under the Uniform Trade Secrets Act. Group shall not, and Group shall require that each Practitioner not, disclose to any person or entity, directly or indirectly, either during the Term or at any time thereafter, any Proprietary Information, or use any Proprietary Information other than in the course of meeting such entity's obligations under this Agreement unless such Proprietary Information is reasonably necessary in order for Group to litigate any claim against Manager. In the event the disclosure of Proprietary Information is required by applicable law, an order of a court having competent jurisdiction or under subpoena from an appropriate government agency, Group shall use its reasonable best efforts to consult with Manager prior to making such required disclosure. Group agrees to return all Proprietary Information to Manager, at Group's expense, upon the termination of this Agreement. This provision shall survive the termination of this Agreement.

8.3 Trade Names and Service Marks. Manager grants to Group a limited, nonexclusive, revocable, nontransferable right and license to use the trade names and service marks listed on Exhibit "G", as may be amended from time to time, during the Term (the "***Manager IP Rights***") solely in connection with the provision of the Professional Services. Services and provided that the quality of the Professional Services offered is consistent with the quality of such services offered as of the date of this Agreement. Group shall not, absent Manager's prior written consent, use the trade names or service marks of Manager, including the Manager IP Rights, other than in a manner approved by Manager. Group further agrees that upon any termination or expiration of this Agreement, Group shall not use the trade names or service marks of Manager, including the Manager IP Rights, or contest Manager's sole and exclusive ownership and right to the use of those trade names or service marks. Group understands and agrees that the Manager IP Rights are and shall be the exclusive property of Manager.

8.4 Intellectual Property Ownership. Group acknowledges and agrees that all copyrights, trademarks, inventions, and other intellectual property and proprietary rights conceived, developed or created by Group during or in connection with the provision of the Professional Services or Group's receipt of the Management Services or otherwise owned by

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Group through its employment of the Practitioners, whether complete or works in progress, whether prepared or acquired by Group, the Practitioners or by any third party, subject to Section 3.22(a) (collectively "***Group Work Product***"), shall be solely owned by Manager. Group agrees to assign and does hereby assign to Manager any and all right, title and interest in and to such Group Work Product. Group Work Product shall include, but not be limited to, all information, data, reports, studies, writings, programs, methods, forms, systems, services, designs, marketing and other ideas and concepts, products or processes, tests, techniques, developments, inventions, discoveries, innovations or materials (and any improvements or know-how related to any of the foregoing) developed, conceived, created, invented, contributed to, reduced to practice, or authored by Group (either solely or jointly with another or others) in the course of providing the Professional Services or receiving the Management Services or otherwise owned by Group through its employment of the Practitioners, provided, however, that Group Work Product shall not include patient health information protected by applicable law, including PHI. Use and disclosure of PHI shall be governed by the Parties' Business Associate Addendum. Group agrees to at all times promptly disclose to the Manager in such form and manner as the Manager may reasonably require, any Group Work Product, particularly including, but not limited to, Group Work Product subject to protection as Proprietary Information (as described in Section 8.2), or which may be patentable or copyrightable. Group shall deliver the originals and all copies of any Group Work Product to the Manager promptly upon the Manager's request or the termination, for cause or otherwise, or expiration of this Agreement.

8.5. Further Assurances. If by operation of law or otherwise Group or the Practitioners acquire any ownership rights in any of the Manager IP Rights or Group Work Product, or in any other intellectual property owned by Manager, by virtue of their respective activities pursuant to this Agreement or otherwise, such rights shall automatically vest in, or if not legally possible, be assigned promptly without restriction upon request to, Manager. To the extent any such rights cannot be assigned under applicable law, and to the extent allowed by applicable law, Group hereby waives, and covenants to require its Practitioners to waive, such rights and consents to, and covenants to require its Practitioners to consent to, any action of the Manager that otherwise would violate such rights in the absence of such waiver or consent. Group agrees to perform such acts as Manager may request, at Group's expense, in order to protect or confirm Manager's interest in any of the Manager IP Rights, Group Work Product or in any other intellectual property owned by Manager, including executing and delivering, without additional compensation, any and all documents that Manager reasonably determines may be necessary or desirable to perfect Manager's ownership of the Manager IP Rights, Group Work Product or other intellectual property owned by Manager from time to time. Group will not, and will not permit anyone else to, use, adopt, register or attempt to register any Manager IP Rights or Group Work Product. Section 8.5 shall survive expiration or termination of this Agreement.

ARTICLE 9
Group Representations, Warranties and Covenants

9.1 Group Representations and Warranties. Group hereby represents and warrants to Manager as follows:

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(a) Organization and Good Standing. Group is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of South Carolina, and has all necessary corporate power to own all of its properties and assets and to carry on its business as now being conducted.

(b) No Violation. Group has the corporate authority to execute, deliver and perform its obligations under this Agreement and all agreements executed and delivered by it pursuant to this Agreement, and has taken all action required by law, its articles or certificate of incorporation, its bylaws or otherwise, to authorize the execution, delivery and performance of this Agreement and such related documents. The execution and delivery of this Agreement does not, and will not, violate any provisions of the organizational documents of Group or any provisions of or result in the acceleration of, any obligation under any mortgage, lien, lease, agreement, instrument, order, arbitration award, judgment or decree, to which Group is a party, or by which it is bound. This Agreement has been duly executed and delivered by Group and constitutes the legal, valid, and binding obligation of Group, enforceable in accordance with its terms, except as may be limited by bankruptcy or other operation of law.

(c) Exclusion. Neither (1) Group, (2) Group's officers, directors and employees, nor (3) Group's contractors, agents, joint ventures, affiliates and subsidiaries involved in the delivery of Professional Services under this Agreement: (i) are currently excluded, debarred, or otherwise ineligible to participate in the federal health care programs as defined in 42 USC § 1320a-7b(f) (the "***Federal Healthcare Programs***"), any General Services Administration program, or any state healthcare programs; (ii) have, to Group's actual knowledge, been convicted of a criminal offense related to the provision of healthcare items or services but have not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal Healthcare Programs, General Services Administration agreement, or any state healthcare programs; and (iii) are, to Group's actual knowledge, under investigation or otherwise aware of any circumstances which may result in Group, its officers, directors, or employees, or, to the extent involved in the delivery of Professional Services under this Agreement, its contractors, agents, joint ventures, affiliates or subsidiaries, being excluded from participation in the Federal Healthcare Programs, General Services Administration agreement, or any state healthcare programs. This shall be an ongoing representation and warranty during the term of this Agreement and Group shall immediately notify Manager of any change in the status of the representations and warranty set forth in this section and of any action Group becomes aware of that could reasonably be foreseen to lead to such an event.

ARTICLE 10
Manager Representations

10.1 Representations and Warranties. Manager hereby represents and warrants to Group as follows:

(a) Organization and Good Standing. Manager is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Delaware, qualified to do business in the State of South Carolina and has all necessary corporate power to

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own all of its properties and assets and to carry on its business as now being conducted.

(b) No Violation. Manager has the authority to execute, deliver, and perform this Agreement and all agreements executed and delivered by it pursuant to this Agreement, and has taken all action required by law, its articles or certificate of incorporation, its bylaws, or otherwise, to authorize the execution, delivery and performance of this Agreement and such related documents. The execution and delivery of this Agreement does not, and will not, violate any provisions of the articles or certificate of incorporation or bylaws of Manager or any provisions of or result in the acceleration of, any obligation under any mortgage, lien, lease, agreement, instrument, order, arbitration award, judgment or decree, to which Manager is a party, or by which it is bound. This Agreement has been duly executed and delivered by Manager and constitutes the legal, valid, and binding obligation of Manager, enforceable in accordance with its terms, except as may be limited by bankruptcy or other operation of law.

(c) Exclusion. Neither: (1) Manager, (2) Manager's officers, directors, and employees, nor (3) Manager's contractors, agents, joint ventures, affiliates and subsidiaries involved in the delivery of Management Services under this Agreement: (i) are currently excluded, debarred, or otherwise ineligible to participate in Federal Healthcare Programs, any General Services Administration program, or any applicable state healthcare programs; (ii) have, to Manager's actual knowledge, been convicted of a criminal offense related to the provision of healthcare items or services but have not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal Healthcare Programs, General Services Administration agreement, or any state healthcare programs; and (iii) are, to Manager's actual knowledge, under investigation or otherwise aware of any circumstances which may result in Manager, its officers, directors, or employees, or, to the extent involved in the delivery of Management Services under this Agreement, its contractors, agents, joint ventures, affiliates or subsidiaries, being excluded from participation in the Federal Healthcare Programs, General Services Administration agreement, or any state healthcare programs. This shall be an ongoing representation and warranty during the term of this Agreement and Manager shall immediately notify Group of any change in the status of the representations and warranty set forth in this section and of any action Manager becomes aware of that could reasonably be foreseen to lead to such an event.

ARTICLE 11
Miscellaneous

11.1 Assignment.

(a) Manager may not assign any or all of its rights and delegate any or all of its obligations hereunder to any other person or entity without the prior written consent of Group, (which consent may not be unreasonably withheld, delayed or conditioned). Notwithstanding the foregoing, Manager may assign all or any part of its right, title and interest hereunder to a bank or any other financial institution or any person or entity from which Manager thereof has obtained, or will obtain, financing, and Manager may grant a security interest in its right, title and interest hereunder provided that Manager remains primarily liable for the full and timely performance of all of Manager's obligations under this Agreement.

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(b) Notwithstanding the provisions of Section 11.1(a) above, Manager may without the prior written consent of Group: assign any or all of its rights and delegate any or all of its obligations hereunder to an affiliate and/or one or more consultants as provided in Section 3.6; provided, that any such permitted assignment shall in no way relieve Manager of its duties, obligations, liabilities, or responsibilities hereunder or (2) assign to an entity of any kind succeeding to the business of Manager in connection with the merger, consolidation, or transfer of all or substantially all of the assets and business of Manager to such successor provided that such entity expressly assumes all the obligations, duties, and liabilities of Manager set forth in this Agreement.

(c) Group may not assign any of its rights or delegate any of its duties or obligations hereunder without the prior written consent of Manager (which consent may be granted or withheld in Manager's sole and absolute unfettered discretion).

(d) All of the terms, provisions, covenants, conditions, and obligations of this Agreement shall be binding upon, and inure to the benefit of, the successors in interest and permitted assigns of the Parties hereto.

11.2 Notices.

(a) All notices contemplated under this Agreement will be given in writing, and will be sent: (i) for personal delivery by a delivery service that provides a record of the date of delivery, the individual to whom delivery was made, and the address where delivery was made; (ii) by certified United States mail, postage prepaid, return receipt requested; or (iii) by nationally recognized overnight delivery service, marked for next-business-day delivery.

(b) All notices will be addressed to the appropriate Party at its address as follows or such other addresses as may be designated by notice given in compliance with this provision:

Group:

Colonial Family Practice, LLC
325 Broad Street
Sumter, SC 29150
Attention Dr. Clayton Lowder
Phone: 803-773-5227
Fax: 803-418-0202

with a copy (which shall not constitute notice) to:

Adams and Reese LLP
1501 Main Street, 5th Floor
Columbia, SC 29201

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Attention: Robert P. Bethea, Jr.
Fax: 803-343-1250
Email: Rob.Bethea@arlaw.com

Manager:

Family Care Partners Management LLC
c/o Varsity Management Company, LLC
1875 Century Park East, #1980
Los Angeles, CA 90067
Attention: David Alpern (dave@varsityhealthcarepartners.com)

with copies (which shall not constitute notice) to:

Morgan, Lewis & Bockius LLP
1111 Pennsylvania Avenue, N.W.
Washington, DC 20004
Telephone number: (202) 739-5373
Facsimile number: (202) 739-3001
Attention: Joyce A. Cowan (jcowan@morganlewis.com)

Morgan, Lewis & Bockius LLP
101 Park Avenue
New York, NY 10178
Telephone number (212) 309-6000
Facsimile number: (212) 309-6001
Attention: Jonathan D. Morris (jmorris@morganlewis.com)

(c) Notices will be deemed effective on the earliest of: (i) actual receipt; (ii) rejection of delivery; (iii) if sent by certified mail, the third day on which regular United States mail delivery service is provided the after the day of mailing or, (iv) if sent by overnight delivery service, on the next day on which such service makes next- business-day deliveries after the day of sending.

11.3 Severability. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable by any court of competent jurisdiction, the remaining provisions hereof shall not be affected thereby, and the provision found invalid or unenforceable shall be revised or interpreted to the extent permitted by law so as to uphold the validity and enforceability of this Agreement and the intent of the Parties as expressed herein.

11.4 Governing Law. This Agreement shall be governed by, and interpreted, construed and enforced in accordance with, the laws of the State of Delaware, exclusive of choice of law provisions and principles of such state.

11.5 Entire Agreement; Amendment. This Agreement, along with all exhibits and

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agreements referred to herein, together with the most recent Membership Interest Control Agreements executed by and among Family Care Partners Management, LLC, Group and Group's members, the Liaison Agreements to be entered into by Manager and Group's members, and the Professional Services Agreement to be entered into by Group and Group's members, constitute the entire agreement between the Parties with respect to the subject matter hereof and supersedes any and all prior agreements, either oral or written, between the Parties with respect thereto. Any modification to this Agreement must be made in writing and signed by all of the Parties.

11.6 Headings. The section headings used in this Agreement are included solely for convenience and shall not affect the interpretation of this Agreement.

11.7 Waiver. No term or condition of this Agreement shall be deemed to have been waived except by written instrument of the Party charged with such waiver.

11.8 Construction of Words. The language herein shall be construed, in all cases, according to its plain meaning, and not for or against either Party. The Parties acknowledge that each Party and its counsel have reviewed and revised this Agreement and that the rule of construction which states that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement.

11.9 Force Majeure. Neither Party shall be liable for any loss or damage to the other Party (including, without limitation, direct, indirect, incidental and consequential damages) due to any failure in its performance hereunder: (a) because of compliance with any order, request, or control of any governmental authority or person purporting to act therefor, whether or not said order, request or control ultimately proves to have been invalid; or (b) when its performance is interrupted; frustrated or prevented, or rendered impossible or impractical because of wars, hostilities, public disorders, acts of enemies, sabotage, strikes, lockouts, labor or employment difficulties, fires, or acts of God, or any cause beyond its control, whether or not similar to any of the foregoing. Without limitation of the foregoing, neither Party shall be required to challenge or resist any such order, request or control, or to proceed or attempt to proceed with performance if such shall involve additional expense or a departure from its normal practices, unless the Parties shall expressly agree as to the further obligations (including, without limitation, an obligation to bear all or part of any such additional expense) to be borne by the applicable Party as a result thereof.

11.10 Waiver of Breach. The waiver of any breach of any term or condition of this Agreement shall not be deemed to constitute the waiver of any subsequent breach of the same or any other term or condition hereof.

11.11 Remedies. The remedies provided to the Parties by this Agreement are not exclusive or exhaustive, but cumulative and in addition to any other remedies the Parties may have, at law or in equity.

11.12 Attorneys' Fees. If legal action is commenced by either Party to enforce or

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defend its rights under this Agreement, the prevailing Party in such action shall be entitled to recover its costs and reasonable attorney's fees in addition to any other relief granted. The term "prevailing party" shall mean the Party in whose favor final judgment after appeal (if any) is rendered with respect to the claims asserted in the complaint, and the term "reasonable attorney's fees" are those attorney's fees reasonably incurred in obtaining a judgment in favor of the prevailing party.

11.13 Survival. The indemnities, representations and warranties set forth herein shall survive the expiration, termination, or rescission of this Agreement for a period of two (2) years.

11.14 No Third Party Beneficiaries. The Parties do not intend this Agreement to create any third party beneficiaries, including without limitation, individuals who are the subject of PHI.

11.15 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute one and the same instrument. The Parties agree to accept a signed facsimile copy or portable document format of this Agreement as a fully binding original.

11.16 Dispute Resolution.

(a) Subject to Section 11.16(b) below, if at any time during the Term or upon its termination, any dispute or disagreement arises as to the validity, construction, enforceability or performance of this Agreement, which cannot be resolved by the mutual agreement of the Parties, and mindful of the high cost of litigation, not only in dollars but time and energy as well, the Parties intend to and do hereby establish a quick, final and binding out-of-court dispute resolution procedure to be followed in the unlikely event any controversy should arise out of or concerning the performance of this Agreement. Any controversy, dispute, or claim of whatever nature arising out of, in connection with, or in relation to the interpretation, performance or breach of this Agreement, including any claim based on contract, tort, or statute, shall be settled, at the request of any Party to this Agreement through arbitration to be conducted by the American Health Lawyers Association in the State of Delaware.

(b) Notwithstanding Section 11.16(a), in the event that either party has breached a provision of this Agreement that entitles the other party to injunctive or other equitable relief, the non-breaching party may commence an action for such relief in any federal or state court located in the State of Delaware.

11.17 Advice of Counsel. The Parties acknowledges that they have been advised to seek independent legal counsel for advice regarding the effect of the terms and provisions hereof, and have either obtained such advice of independent legal counsel, or have voluntarily and without compulsion elected to enter into and be bound by the terms of this Agreement without such advice of independent legal counsel.

[Remainder of the page intentionally left blank – signature page follows]

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IN WITNESS WHEREOF, the Parties have duly executed this Management Services Agreement, effective as of the Effective Date.

COLONIAL FAMILY PRACTICE, LLC

By:_____
Name: Dr. Clayton R. Lowder, III, M.D.
Title: Manager

FAMILY CARE PARTNERS MANAGEMENT LLC

By:_____
Name: Dr. Clayton R. Lowder, III, M.D.
Title: Authorized Person

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EXHIBIT "A"
COSTS AND EXPENSES TO BE BORNE BY GROUP

Group shall directly bear financial responsibility for the following costs and expenses, in accordance with the budget approved pursuant to Sections 3.11 and 4.4, which are in addition to the fees payable to Manager under Article 6 and Exhibit "C".

1. Group Costs and Expenses:

(a) Compensation and Benefits for Practitioners. Compensation and benefits of every kind or nature due to Practitioners, including, without limitation, salaries, wages, bonuses, incentive compensation, allowances, relocation or recruitment expenses, payroll taxes, auto expenses, communication expenses, cell phone costs, pager costs, the cost of malpractice insurance, health, disability and life insurance benefits, continuing medical educational expenses, the costs of vacation and all other paid personal time off.

(b) Benefit Plans. Expenses associated with benefit plans for Practitioners, including, but not limited to, the compensation of advisors, trustees, agents, and brokers. This paragraph does not prevent Group from requiring individuals employed by Group to bear these costs under their compensation arrangement with Group.

(c) Clinical Directorships. Clinical (medical) directorships related to internal Group functions.

(d) Licensure and Continuing Education. Expenses associated with licensure of the Practitioners and compliance with continuing education requirements as required for Group to provide Professional Services.

(e) Credentialing and Privileges Expenses. All costs associated with credentialing Practitioners for the purpose of medical staff privileges at hospitals or with health plans, governmental payment programs or other third party payors. All fees, dues or similar costs associated with membership on the medical staff at hospitals or maintaining staff privileges at hospitals.

(f) Medical Equipment. For any medical equipment that must be acquired or leased directly by Group under applicable law or as agreed upon by the Parties, Manager shall arrange for the acquisition or lease of such medical equipment on Group's behalf, the cost and expense of which shall be a Group Expense.

(g) Prescription Medication, DME. All costs of prescription medication and DME that are prescribed by Practitioners and dispensed to patients of Group.

(h) Taxes. The cost of preparing required annual reports and tax information returns and all applicable taxes and assessments owed by Group, including any applicable state sales and use taxes, and any pass through taxes owed by any of Group's members on any income, if any, directly derived from such member's ownership interest in the Group after the Effective Date.

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(i) Group Facilities. All costs that are the obligation of the Group in connection with its Group Facilities.

2. Arranged Services and Contracts.

For certain services, Manager merely provides administrative services to facilitate contracting or other arrangements by Group with third parties. Group is solely responsible for the financial and performance obligations under such contracts or arrangements. Although Manager may from time to time provide administrative, consultative or evaluative assistance regarding such contracts or arrangements, Group shall be solely financially responsible for the following:

(a) Pharmaceuticals and Devices. The cost of pharmaceuticals or medical devices, including prescription medication and DME, prescribed by Practitioners and administered or dispensed to patients of Group.

(b) Legal and Accounting.

(i) Legal fees of Group, including, but not limited to, fees and cost of malpractice defense in any action brought against a Practitioner, related to the chartering documents and internal procedures of Group, disputes with or among Practitioners, disputes under this Agreement, and enforcement or defense of any contract or obligation of Group.

(ii) Group tax returns; provided, however, that Manager shall cooperate with Group and any outside preparer in connection with: (I) the preparation of any such tax return; or (II) an audit of any such tax return.

(iii) Fees of independent third party audits of Group finances or the financial affairs of Group as administered by Manager. Manager will cooperate with the reasonable requests of any auditors or independent reviewers retained by Manager to make information and records available for review.

(iv) Any and all other professional fees incurred by Group respecting Group affairs including, but not limited to, financial advisory services, third party transcription, tax consultation, and meeting fees paid to committee members.

(c) Insurance Premiums. Premiums associated with the insurance coverage required under Section 5.1 of this Agreement.

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EXHIBIT "B"
Employee Leasing Agreement

See Attached

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EMPLOYEE LEASING AGREEMENT

This EMPLOYEE LEASING AGREEMENT (this "***Agreement***") is made and entered into effect as of the December 22, 2015 (the "***Effective Date***"), by and between Colonial Family Practice, LLC, a South Carolina limited liability company ("***Group***"), and Family Care Partners Management, LLC, a Delaware limited liability company ("***Manager***").

RECITALS

WHEREAS, Manager assists in the management of a health care venture pursuant to a management services agreement by and between Manager and Group effective as of December 22, 2015 (the "***Management Services Agreement***"); and

WHEREAS, in order for Manager to fulfill its obligations under the Management Services Agreement, it is necessary and desirable for Manager to recruit, employ and retain certain support personnel to be available to Group as leased employees; and

WHEREAS, Group desires to obtain from Manager the services of such support personnel, and Manager desires to provide the services of such support personnel, in each case, according to the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and on the terms and subject to the conditions herein set forth, the parties, intending to be legally bound, hereby agree as follows:

Section 1. Leased Employees.

(a) Engagement of Leased Employees. Within the scope of the budget (as defined in the Management Services Agreement), Manager hereby leases to Group such Clinical Support Personnel (as defined in the Management Services Agreement) and any replacement or other Clinical Support Personnel reasonably necessary to operate Group as determined by Manager in consultation, at Group's request, with Group (the "***Leased Employees***"), which shall, during the Term (defined below), perform for Group such functions and services as Group shall reasonably determine, consistent with the reasonable expectations of persons serving in similar positions.

(b) Leased Employee Qualifications. Manager shall ensure that each Leased Employee is reasonably qualified to perform the support functions and services specified by Group and, where applicable, that each Leased Employee maintains the applicable licensure and qualifications required by applicable states for the Leased Employee's job classification and has the requisite experience, education and other qualifications for the Leased Employee's position as determined by Manager in consultation, at Group's request, with Group.

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(c) Exclusive Engagement. Group shall not, without Manager's prior written consent, enter into any separate agreement for the lease or engagement of support personnel.

(d) Place of Performance. All work and services by the Leased Employees hereunder will be performed at Group's place(s) of business or at such other place or places as may be reasonably designated by Group (such place of business or other designated places, "***Worksites***").

Section 2. Term and Termination.

(a) Term of Agreement. The term of this Agreement (the "***Term***") shall begin on the Effective Date and shall remain in effect for so long as the Management Services Agreement remains in effect.

(b) Termination of Agreement. This Agreement shall terminate only upon the termination of the Management Services Agreement, in accordance with the terms of the Management Services Agreement.

Section 3. Rights and Duties of Manager.

(a) Employment Relationship. Manager shall at all times be the employer of the Leased Employees and, subject to Section 4(a), Manager shall have all rights and duties of an employer with respect to the Leased Employees. Manager shall require each Leased Employee to acknowledge in writing that, notwithstanding that such Leased Employee is an employee of Manager, he or she (i) has read and understands the terms and provisions of Group's employee handbook, if any, and other related terms and conditions imposed by Group related to the employment assignment, (ii) is bound by the policies so established by Group as if such Leased Employee were an employee of Group and (iii) understands that his or her appointment with Group may be terminated for failure to comply with such policies.

(b) Wages. Manager shall compensate each Leased Employee for his or her services to Group, less all appropriate deductions (including withholding taxes and deductions for participation in benefit programs and other deductions authorized by such Leased Employee or as may otherwise be required by applicable law or legal or judicial process), and payable in accordance with Manager's payroll practices applicable to such Leased Employees. Manager shall determine the amount of each Leased Employee's Wages (as that term is hereinafter defined). Manager may determine whether and to what extent it may award raises or bonuses to the Leased Employees during the Term; provided, however, Manager shall consult, at Group's request, with Group regarding any Leased Employee's evaluation, raise or bonus.

(c) Benefits. Each Leased Employee shall be eligible to participate in the employee benefit plans, arrangements, practices and programs of Manager applicable to such Leased Employees existing on the Effective Date (the "***Manager Benefit Plans***"), subject to, and on a basis consistent with, the terms of such Manager Benefit Plans. Manager shall have the right to amend, modify, or terminate such Manager Benefit Plans in the ordinary course and shall also

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have the right to amend, modify, or terminate any Manager Benefit Plan that corresponds with changes made by Manager that are generally applicable to other employees of Manager. Nothing in this Agreement shall be deemed to be, nor shall constitute an amendment or modification of, any employee benefit plan maintained by Manager or confer upon any Leased Employee the right to participate in any particular employee benefit plan offered by Manager (except in accordance with its terms, as such terms may be modified from time to time as provided herein). The Manager Benefit Plans shall include all applicable state and local paid sick leave.

(d) Workers' Compensation Insurance. During the Term, Manager shall maintain and keep in full force and effect workers' compensation insurance or self-insurance covering all of the Leased Employees. Manager shall prepare and file required documents pertaining to reporting claims arising during the Term under all applicable workers' compensation laws, and shall provide injured Leased Employees assistance to obtain medical and rehabilitation benefits.

(e) Payroll. Except as otherwise specified in this Agreement, Manager shall be responsible during the Term for payroll functions, payment of Wages and all applicable federal, state and local withholding, employment, payroll and other taxes and reporting thereof relating to the Leased Employees.

(f) Records. Manager shall make and keep written records of any and all material transactions occurring in connection with this Agreement and the Leased Employees in a reasonable manner consistent with the requirements of applicable law and sound business practices, including employee recordkeeping and written records of all costs and expenses it incurs in connection with the leasing of the Leased Employees. To the extent permitted by applicable law, Group shall have the right, at Group's expense, to inspect such records during normal business hours on reasonable prior notice to Manager.

(g) Employment Practices. Manager shall comply in all material respects with applicable employment-related laws with respect to the Leased Employees. Manager shall cooperate with Group and provide such assistance as Group may request in connection with any inquiry by any federal, state or local governmental authority, including any discrimination, harassment, retaliation, wrongful discharge or similar claims that may be brought against Group by any Leased Employee arising out of or while performing services for Group during the Term. Manager shall timely notify Group of any material complaints by Leased Employees relating to Leased Employees working conditions or violation of Group's policies.

(h) General Assistance. Manager shall timely communicate with Group during the Term regarding any desired changes in the appointment of a Leased Employee. Manager shall cooperate with Group and provide such assistance and information as Group may reasonably request in furtherance of this Agreement, including but not limited to providing access (in compliance with applicable law) to applicable Manager documents and Leased Employee data.

(i) Confidentiality. Manager shall treat all personnel information provided by Group, its employees and agents to Manager in connection with providing the services under

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this Agreement as confidential information of Group, and Manager shall take all reasonable action to maintain such confidentiality. Manager shall comply in all material respects with all privacy laws and other laws protecting the use or disclosure of such personnel information.

Section 4. Rights and Duties of Group.

(a) Employment Relationship. During the Term, Group shall (i) have direction and control over the Leased Employees with respect to the performance of services on behalf of Group, (ii) have control over the day-to-day job duties of the Leased Employees, and (iii) provide professional supervision of the Leased Employees when and as required by applicable law.

(b) Performance of Services. Group shall comply in all material respects with all applicable federal, state and local laws affecting the Leased Employees in connection with their performance of services under this Agreement and shall notify Manager of any alleged violation of such laws immediately upon becoming aware of any such alleged violation.

(c) Employment Practices. Group shall cooperate with Manager and provide such assistance as Manager may reasonably request in connection with any inquiry by any federal, state or local governmental authority, including any discrimination, harassment, retaliation, wrongful discharge or similar claims that may be brought against Manager by any Leased Employee arising out of or while performing services for Group during the Term. Group shall timely notify Manager of any material complaints by Leased Employees relating to Leased Employees working conditions, terms and conditions of employment, or violation of Manager's or Group's policies or other employment matters.

(d) Workers' Compensation Claims. Group shall promptly notify Manager of any on-the-job injury or accident and/or claim for workers' compensation benefits involving any Leased Employee during the Term and shall cooperate with Manager and provide such assistance as Manager may reasonably request in order to process and administer any workers' compensation claim involving a Leased Employee.

(e) Records. Group shall make and keep written records of any and all material transactions occurring in connection with this Agreement and the Leased Employees in a reasonable manner consistent with the requirements of applicable law and sound business practices. To the extent permitted by applicable law, Manager shall have the right, at Manager's expense, to inspect such records during normal business hours on reasonable prior notice to Group.

(f) FMLA or Other Leave. During the Term, Group shall promptly notify Manager of any request for, or any situation that might entitle a Leased Employee to, leave under the Family and Medical Leave Act or other federal, state or local law providing for employee leave so that Manager can properly determine rights to and/or administer such leave, and shall provide such assistance as Manager may reasonably request in connection therewith. A Leased Employee who takes or is on any such leave shall remain a Leased Employee during the Term.

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(g) General Assistance. Group shall timely communicate with Manager during the Term regarding the performance of the Leased Employees and any desired changes in a Leased Employee's duties, responsibilities or position. Group shall cooperate with Manager and provide such assistance and information as Manager may reasonably request in furtherance of this Agreement, including but not limited to providing access (in compliance with applicable law) to applicable Group documents and data.

(h) Confidentiality. Group shall treat all personnel information provided by Manager, its employees and agents to Group in connection with providing the services under this Agreement as confidential information of Manager, and Group shall take all reasonable action to maintain such confidentiality. Group shall comply in all material respects with all privacy laws and other laws protecting the use or disclosure of such personnel information.

(i) Policies and Procedures. Group shall make available to Manager all of Group's policies and procedures that are to be followed by the Leased Employees, and amendments made to such policies and procedures from time to time.

(j) Group's Authority. Notwithstanding anything to the contrary provided herein, Group shall at all times retain authority over the following: (i) those items exclusively reserved to it by applicable law and its organizational documents, as may be amended from time to time, (ii) matters relating to the professional judgment and delivery of Professional Services (as that term is defined in the Management Services Agreement), and (iii) matters relating to the physician-patient relationship, which shall be maintained strictly by the Practitioners (as that term is defined in the Management Services Agreement) under the supervision of Group, including, without limitation, treatment and management decisions, selection of diagnostic tests, determination of the need for referrals or consultations with other physicians, and the length of a patient visit.

Section 5. Amounts to be Paid by Group.

(a) Fees. Group shall pay to Manager amounts equal to the total compensation and other costs incurred or paid by Manager to or on behalf of the Leased Employees for providing services under the Agreement, together with the other reasonable costs incurred by Manager in making the Leased Employees available, as provided herein (collectively, the "***Fees***"). The Fees shall be determined by adding together the following expenses attributable to the services of the Leased Employees for each applicable payroll period (or partial payroll period) during the Term, whether such expenses are known and payable during the Term or only after the expiration of the Term:

(i) All gross wages (including vacation pay, paid time off, sick pay and any other paid leave) paid by Manager to or on account of the Leased Employees, including, for the avoidance of doubt, amounts actually paid and amounts withheld for any reason, including for federal, state and local taxes (collectively, the "***Wages***");

(ii) All applicable federal, state and local taxes, including unemployment and employment taxes (*e.g.*, FICA) payable by Manager and attributable to the

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Leased Employees (but not including amounts withheld from the Leased Employees' Wages as provided in Section 5(a)(i));

(iii) All amounts paid or incurred by Manager to or on account of the Leased Employees for workers' compensation insurance and any workers' compensation claims based on occurrences during the Term;

(iv) The cost paid or suffered by Manager on behalf of Leased Employees for coverage under any applicable employee benefit plan of Manager, including Manager's health and retirement plans, during the Term. For any Manager health plan or any other benefit plan that is self-insured, the amount to be reimbursed to Manager by Group shall be the amount which accrues and is payable by Manager as the aggregate employer contribution for the coverage of the Leased Employees (and their spouses and dependents), plus any reasonable costs and expenses or amounts paid to third parties related to the administration of such plan that are allocable to the Leased Employees; and

(v) To the extent not provided or excluded above, and except to the extent subject to Section 6(a), all other reasonable external costs and expenses, if any, incurred by Manager arising from Manager's continued employment of the Leased Employees during the Term for the purpose of providing services under the Agreement, including third party payroll processing agent's fees usually and customarily paid by or on behalf of Manager prior to the beginning of the Term related to the Leased Employees.

(b) Procedures for Reimbursement of Fees. Fees shall be paid in accordance with the applicable provisions of the Management Services Agreement and pursuant to invoices submitted by Manager to Group.

Section 6. Indemnification.

(a) Indemnification by Manager. To the extent allowed by Law, indemnification by Manager shall be governed pursuant to Section 5.5 of the Management Services Agreement.

(b) Indemnification by Group. To the extent allowed by law, indemnification by Group shall be governed pursuant to Section 5.4 of the Management Services Agreement.

Section 7. Status of Parties. Nothing in this Agreement shall be construed to create a joint venture, partnership, association or like relationship between Manager and Group, and their relationship as of the Effective Date is and shall remain that of independent parties. The parties understand and agree that under the Management Services Agreement, Manager may be providing assistance to Group in the development and implementation of policies and procedures, training programs, compliance programs, and other services related to administration of Group. Notwithstanding the foregoing, nothing in this Agreement or the Management Services Agreement should be construed as limiting Group's or Manager's obligation for the supervision of their respective personnel and compliance with applicable law.

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Section 8. Successors and Assigns. Except as expressly provided herein, no party shall delegate its duties or assign its rights hereunder, in whole or in part, without the prior written consent of the other. Notwithstanding the foregoing, following prior written notice to Group, Manager shall have the right to assign all or part of its rights and interest herein or delegate or subcontract for the performance of any and all duties required to be performed by Manager as set forth herein (i) to any subsidiary or affiliate thereof or (ii) upon the transfer of all or substantially all of its business and/or assets (by whatever means), in each case, assuming such assignee or transferee expressly assumes all the obligations, duties, and liabilities of Manager set forth in this Agreement.

Section 9. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, without regard to the principles of conflicts of laws thereof.

Section 10. Notices. All notices, requests, demands and other communications that are required or may be given under this Agreement shall be made in accordance with the requirements set forth in the Management Services Agreement.

Section 11. Amendment. No amendment or modification of this Agreement or any of its provisions shall be binding upon any party unless made in writing and signed by both of the parties hereto.

Section 12. Validity. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

Section 13. Entire Agreement. This Agreement and all other documents specifically referenced herein constitute the entire agreement between the parties regarding the services to be provided by the parties hereto and supersedes all prior understandings and agreements of the parties in connection therewith. In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of the Management Services Agreement, the terms and conditions of the Management Services Agreement shall control. No representations, promises, conditions or warranties with reference to the execution of this document, including, but not limited to, pro forma and other financial information, have been made or entered into between the parties hereto other than those expressly provided herein.

Section 14. Waiver. The performance of any condition or obligation imposed upon any party hereunder may be waived only upon the written consent of the other party. Such waiver shall be limited to the terms thereof and shall not constitute a waiver of any other condition or obligation of the other party under this Agreement. Any failure by any party to this Agreement to enforce any provision shall not constitute a waiver of that or any other provision of this Agreement.

Section 15. Severability; Blue Pencil. Nothing contained in this Agreement shall be construed so as to require the commission of an act contrary to law and whenever there is any

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conflict between any provision hereof and any present statute, law, ordinance or regulation contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event, the provisions hereof affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law and to carry out the purposes hereof.

Section 16. Dispute Resolution. The Manager and the Group acknowledge and agree that any claim, controversy, dispute or disagreement between the parties arising out of or relating to this Agreement shall be resolved in accordance with Section 11.16 of the Management Services Agreement.

Section 17. Survival. Manager and Group hereby agree that the provisions of this Agreement that are intended to survive following the termination or expiration of the Term shall survive the expiration of the Term in accordance with their terms.

Section 18. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same instrument.

Section 19. No Assumption of Liabilities. Except as provided under Section 6 of this Agreement, Manager and Group agree that Manager is not assuming any obligation or liability of Group as a result of this Agreement and Group is not assuming any obligation or liability of Manager as a result of this Agreement.

Section 20. Waiver of Claims. Group agrees that it will not sue, make any claim or demand, or otherwise seek any relief or damages from Manager (or its affiliates or assigns) arising out of, or in any way related to, the conduct of the Leased Employees or services rendered by the Leased Employees, other than actions arising out of a breach by Manager of this Agreement.

Section 21. No Transfer of Property Rights. All right, title, and interest in and to Manager's intellectual property shall at all times remain with Manager. All right, title, and interest in and to Group's intellectual property shall at all times remain with Group. Neither party's ownership rights, including, but not limited to, any intellectual property rights, shall be transferred pursuant to this Agreement. This Section shall survive termination of this Agreement.

[Remainder of the page intentionally left blank – signature page follows]

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

COLONIAL FAMILY PRACTICE, LLC

By: _____
Name: Clayton R. Lowder, III, M.D.
Title: Manager

FAMILY CARE PARTNERS MANAGEMENT LLC

By: _____
Name: Clayton R. Lowder, III, M.D.
Title: Authorized Person

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EXHIBIT "C"
FEES

(a) The Parties hereto acknowledge and agree that Manager has incurred and will incur substantial costs and expenses in connection with the performance of its obligations and duties hereunder. The Parties further acknowledge that certain of such costs and expenses can vary to a considerable degree according to the scope of the Total Group Benefits (as defined in Article 6) and the growth and expansion of Group's practice. The Parties further agree that it will be impracticable to ascertain exactly all of the costs and expenses to be incurred by Manager in performing its obligations hereunder.

(b) Manager shall receive the compensation set forth in this Exhibit "C" during the Term, commencing on and continuing after the Effective Date to and including the date of termination hereunder for any reason:

(c) The "***Management Fee***" shall equal:

1. Manager's Fee, equal to 33 % of Group's Gross Revenue; PLUS
2. Space Lease Fees; PLUS
3. Employee Leasing Fees; PLUS
4. Medical Equipment Fees; PLUS
5. Marketing Expenses.

As used in this Agreement, "***Group's Gross Revenue***" shall constitute all of Group's revenue, less bad debt and contractual allowances, from whatever source, due to the Group, whether arising from the Group's operations, investments or other activities.

(d) Subject to subpart (g), below, Manager shall also receive performance payments, payable quarterly (the "***Performance Payments***"), based on Manager's achievement of the following performance metrics:

1. **Days Sales Outstanding Bonus:** $250,000 payable if the "days sales outstanding" is under 50 days at the end of the quarter. For purposes of this Exhibit C, days sales outstanding shall mean Group's days outstanding accounts receivable.

2. **Cash Collections Bonus:** $250,000 payable if the cash collected exceeds 80% of the allowable billed revenue each quarter.

3. **Total Kept Patient Appointments Bonus:** $250,000 payable if the number of scheduled (including rescheduled) patient appointments that are kept exceeds 15,000 per quarter. In the interests of clarity, an appointment that was cancelled and later rescheduled will be considered a missed appointment.

(e) The Parties acknowledge and agree that Manager shall administer the Group General Account to pay all expenses on behalf of Group according to the following priority:

1. Group Expenses;
2. Space Lease Fee;
3. Employee Leasing Fee;
4. Medical Equipment Fee;
5. Marketing Expenses;
6. Manager's Fee;
7. Unpaid Monthly Liabilities; and
8. Performance Payments.

(f) The Manager's Fee, Space Lease Fee, Employee Leasing Fee, Medical Equipment Fee, Marketing Expenses and previously unpaid Monthly Liabilities shall constitute the "***Monthly Liabilities***" and will be payable monthly, together with any Performance Payments that will be payable quarterly, by deducting the same from the Group General Account.

(g) In the event that there are not sufficient amounts in the Group General Account (after payment of Group Expenses) to pay the Monthly Liabilities, any unpaid portion shall be considered unpaid Monthly Liabilities and Manager, in its discretion, may deduct such unpaid Monthly Liabilities from the Group General Account when sufficient funds are available in future periods.

(h) If in any given quarter there are insufficient funds to pay all of the Performance Payments, then Manager may, given the financial performance of Group for that quarter, reduce the Performance Payments, but only to the extent necessary to accommodate the shortfall of funds.

(i) In no event shall payment to Manager of any fee under this Exhibit "C" be interpreted or implied as permitting Manager to share in Group's fees for professional services but is acknowledged as the negotiated fair market value compensation to Manager considering the scope of services, items, personnel and infrastructure furnished by Manager and the business risks assumed by Manager.

(j) The parties shall meet and confer at least once in each calendar year during the Term, but not later than October 1 of each year, to determine whether the Manager's Fee, Employee Leasing Fee, Medical Equipment Fee, Space Lease Fees and Marketing Expenses continue to represent the fair market value of the Total Group Benefits, Clinical Support Personnel, medical equipment, Manager's Facilities and marketing services, respectively, and, if not, the applicable fee(s) shall be adjusted accordingly, effective on January 1 of the succeeding year or such earlier date as the Parties may agree. In the event the parties are unable to agree on any adjustment to such fee(s) prior to November 1 of the preceding year, either Party may submit the matter to binding arbitration in accordance with Section 11.16, with the arbitrator charged with determining the sole issue of the fair market value of a proposed fee. Pending the resolution of any dispute, the prevailing Manager's Fee, Employee Leasing Fee, Medical Equipment Fee, Space Lease Fee or Marketing Expense, as applicable, will continue in effect.

(k) If at any time Group fails to timely pay amounts due to Manager pursuant to this

Exhibit "C", any such shortfall shall accrue interest (at the Prime Rate per annum, as published in the Wall Street Journal on the date such shortfall originates).

(l) To the extent required by applicable law, with respect to invoices for the Agreement, Manager shall prepare for Group the invoices itemizing services or items furnished pursuant to this Agreement that are subject to applicable state sales and use taxes.

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EXHIBIT "D"
SPACE LEASE AGREEMENTS

See Attached

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SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT ("Sublease") is made on December 22, 2015 (the "Effective Date"), by and between Family Care Partners Management LLC, a Delaware limited liability company ("Sublandlord"), and Colonial Family Practice, LLC, a South Carolina limited liability company ("Subtenant").

BACKGROUND

A. Pursuant to a certain Commercial Lease Agreement, dated August 1, 2015 (the "Prime Lease"), Sublandlord leases from Lowder Leasing, LLC, a South Carolina limited liability company ("Prime Landlord"), approximately 13,295 rentable square feet of space (the "Subleased Premises") located in Suite 100 in the building having an address at 325 Broad Street, Sumter, South Carolina 29150 (the "Building"). All capitalized terms used but not defined herein shall have the meanings established for such terms in the Prime Lease.

B. Sublandlord and Subtenant are entering into a certain Management Services Agreement ("Management Agreement") on or about the Effective Date, pursuant to which Sublandlord has agreed to provide Subtenant with certain facilities and office space for the operation of Subtenant's business.

C. Subject to, and in accordance with, the terms and conditions hereinafter set forth, Sublandlord desires to sublease to Subtenant, and Subtenant desires to rent from Sublandlord, the Subleased Premises.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements contained herein, the parties hereto, each intending to be legally bound and to bind its respective successors and assigns, agree as follows:

1. Sublease Grant. For the Term (as defined below) and upon the terms, covenants and conditions herein set forth, Sublandlord hereby subleases to Subtenant, and Subtenant hereby subleases from Sublandlord, the Subleased Premises, together with the non-exclusive right with Prime Landlord and any other occupants of the Building to use all of the common areas, if any. During the Term, Subtenant shall have the right to receive and enjoy the benefit of the services required to be provided by Prime Landlord under the Prime Lease.

2. Subordinate to Prime Lease; Delivery Condition; Allocation of Liability.

a. This Sublease is and shall be subject and subordinate to the Prime Lease and to the matters to which the Prime Lease is or shall be subject and subordinate. A copy of the Prime Lease is attached hereto as Exhibit A. If for any reason the term of the Prime Lease shall terminate prior to the expiration date of this Sublease, this Sublease shall thereupon be automatically and immediately terminated and Sublandlord shall not be liable to Subtenant by reason thereof.

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b. Subtenant hereby acknowledges that Subtenant is accepting the Subleased Premises in its "as-is, where-is condition, with all faults", without any representations and warranties by Sublandlord.

3. Incorporation of Prime Lease.

a. Except as expressly set forth below, (i) every provision of the Prime Lease shall be deemed incorporated into, and made a part of, this Sublease by reference notwithstanding that such provisions are not restated herein; (ii) each reference in the Prime Lease to "Lease" shall be deemed a reference to this Sublease; (iii) each reference in the Prime Lease to the "Premises" shall be deemed a reference to the Subleased Premises under this Sublease; (iv) each reference in the Prime Lease to "Landlord" and "Tenant" shall be deemed a reference to "Sublandlord" and "Subtenant", respectively; (v) each reference in the Prime Lease to the "Term" shall be deemed a reference to the Term under this Sublease; (vi) each reference in the Prime Lease to the phrase "Commencement Date" shall be deemed a reference to the "Effective Date" of this Sublease; and (vii) each reference to the "date of this lease" or other similar phrase in the Prime Lease shall be deemed to be a reference to the date of this Sublease. However, notwithstanding the foregoing, Sublandlord is not assuming, and shall not be responsible or liable for Prime Landlord's obligation to perform any agreement or obligation or provide any service on the part of the "Landlord" under the Prime Lease, including, without limitation, any obligation to perform maintenance, repairs or replacement work or tenant improvement work or to rebuild following a casualty or condemnation affecting the Subleased Premises. In the event Prime Landlord fails to perform or observe any agreement or obligation on the part of Prime Landlord to be performed or observed pursuant to the Prime Lease, then, promptly following Subtenant's request, Sublandlord shall take reasonable, appropriate action against Prime Landlord, as permitted by law or by the terms of the Prime Lease, to enforce such agreements and obligations of Prime Landlord.

b. For purposes of incorporation by reference into this Sublease, the "Term" as defined in Section 2(c) of the Prime Lease shall refer to the time period commencing on the Effective Date of this Sublease and terminating in accordance with the terms of the Prime Lease (the "Term") unless (i) earlier terminated pursuant to the terms of this Sublease, or (ii) the Management Agreement is terminated in which case this Sublease shall immediately terminate and become null and void except for those obligations and liabilities of the parties that expressly survive the termination of this Sublease.

c. Notwithstanding the foregoing, the following provisions of the Prime Lease are hereby excluded from this Sublease: Section 9, the first sentence of the second grammatical paragraph of Section 19, from the words "The Landlord covenants and agrees…" to "upon the conditions herein set forth" in Section 20, and Sections 23 and 25.

d. The time limits contained in the Prime Lease for the giving of notices, making of demands or performing of any act, condition or covenant on the part of the tenant thereunder, or for the exercise by the tenant thereunder of any right, remedy or option, are changed for the purposes of incorporation herein by reference by shortening the same in each instance by two (2) days, so that in each instance Subtenant shall have two (2) days less time to observe or perform hereunder than Sublandlord has as the tenant under the Prime Lease.

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e. The rights of Prime Landlord under the Prime Lease may be enforced by, and are for the benefit of, both Sublandlord and Prime Landlord. Subtenant shall not do or permit to be done any act or thing which may constitute a breach or violation of any term, covenant or condition of the Prime Lease by the tenant thereunder, whether or not such act or thing is permitted under the provisions of this Sublease.

f. Notwithstanding anything to the contrary in this Sublease, with respect to any approval required to be obtained from the "Landlord" under the Prime Lease, such consent must be obtained from both the Prime Landlord and Sublandlord.

g. Any non-liability, indemnity or hold harmless provision in the Prime Lease for the benefit of Prime Landlord that is incorporated herein by reference, shall be deemed to inure to the benefit of Sublandlord, Prime Landlord and any other person intended to be benefited by said provision, for the purpose of incorporation by reference in this Sublease. Any right of Prime Landlord of access or inspection and any right of the landlord under the Prime Lease to do work in the Subleased Premises and any right of Prime Landlord in respect of rules and regulations shall be deemed to inure to the benefit of Sublandlord, Prime Landlord and any other person intended to be benefited by said provision, for the purpose of incorporation by reference in this Sublease. If any of the express provisions of this Sublease shall conflict with any of the provisions incorporated by reference, such conflict shall be resolved in every instance in favor of the express provisions of this Sublease, provided that such resolution does not result in or cause a breach of any provision of the Prime Lease.

h. Subtenant shall not in any event have any rights in respect of the Subleased Premises greater than Sublandlord's rights under the Prime Lease and, notwithstanding any provision to the contrary, as to obligations that pertain to the Subleased Premises and are contained in this Sublease by the incorporation by reference of the provisions of the Prime Lease, Sublandlord shall not be required to make any payment or perform any obligation and Sublandlord shall have no liability to Subtenant for any matter whatsoever, except for Sublandlord's obligation to pay the base monthly rent and additional costs due under the Prime Lease.

4. Subtenant's Performance. Subtenant shall timely pay and perform all covenants, agreements and obligations of the tenant under the Prime Lease, except as expressly provided in Section 3 above. Subtenant's failure to perform any such covenants, agreements and obligations shall be a breach of this Sublease.

5. Default. A default by Subtenant pursuant to the terms of the Management Agreement beyond all applicable notice and cure periods contained therein shall be deemed a default by Subtenant under this Sublease and in the event that Subtenant does not cure any such default prior to the expiration of any such notice and cure period, Sublandlord shall have available to it all rights and remedies contained in this Sublease, as incorporated by reference from the Prime Lease, and available at law and in equity.

6. Casualty Damage; Partial Taking. Notwithstanding the incorporation herein of

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Section 8 of the Prime Lease pertaining to damage to the Subleased Premises by fire or other casualty or of Section 18 of the Prime Lease pertaining to a partial taking, Sublandlord shall have no responsibility for the obligations of Prime Landlord thereunder, and Subtenant shall look solely to Prime Landlord in connection therewith; provided that Sublandlord, if and as requested by Subtenant, shall exercise its termination rights under such sections of the Prime Lease. To the extent that any portion of rent payable by the tenant under the Prime Lease is abated pursuant to such sections or otherwise, Subtenant shall be entitled to a corresponding abatement of rent hereunder, calculated as the rent otherwise payable by Subtenant multiplied by a fraction, the numerator of which is the number of rentable square feet within the Subleased Premises for which the abatement is being given and the denominator of which is the total number of rentable square feet in the Subleased Premises.

7. Assignment and Subletting. Subtenant shall not, by operation of law or otherwise, assign, sell, mortgage, pledge or in any manner transfer this Sublease or any interest therein, or sublet the Subleased Premises or any part or parts thereof, or grant any concession or license or otherwise permit occupancy of all or any part of the Subleased Premises by any person, without the prior consent of Sublandlord and Prime Landlord.

8. Surrender. Subtenant shall remove any alterations made to the Subleased Premises by Subtenant both prior to the Effective Date and during the Term as and to the extent required under the Prime Lease. Subtenant confirms that Subtenant will timely perform any and all surrender obligations contained in the Prime Lease.

9. Indemnity. Subtenant shall indemnify, protect, defend with counsel reasonably acceptable to Sublandlord and hold harmless Sublandlord from and against any and all claims, liabilities, judgments, causes of action, damages, costs and expenses (including, without being limited to, reasonable attorneys' and experts' fees and expenses), caused by or arising in connection with (a) a breach of Subtenant's covenants, representations and warranties under this Sublease, (b) the negligence or willful misconduct of Subtenant, or (c) the breach of any of the obligations of the tenant under the Prime Lease arising prior to the Effective Date.

10. Sublandlord's Limited Liability. In the event Sublandlord shall fail to perform any covenant, term or condition of this Sublease on Sublandlord's part required to be performed, or if Subtenant shall make any claim arising out of Subtenant's occupancy or use of the Subleased Premises based upon any action or omission of Sublandlord, Subtenant covenants and agrees to look solely to Sublandlord's interest in the Prime Lease for any recovery of a money judgment from Sublandlord from and after the date of this Sublease. In no event shall the stockholders, partners, directors, officers, agents or employees of Sublandlord (either individually or severally) be personally liable for any such judgment. Furthermore, in no event shall Subtenant be entitled to an award of incidental, consequential or punitive damages arising out of any breach by Sublandlord.

11. Notices. All notices contemplated under this Sublease by and between Sublandlord and Subtenant will be given in writing in accordance with the terms of the Management Agreement. All notices contemplated under this Sublease to be delivered to Prime Landlord shall be given in accordance with Section 26 of the Prime Lease.

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12. Brokers. Sublandlord and Subtenant represent to each other that neither party has dealt with any broker or other person who may be owed a commission in connection with the transactions contemplated by this Sublease. Each party agrees to hold the other party harmless from and against all claims for brokerage commissions, finder's fees, or other compensation made by any agent, broker, salesman or finder as a consequence of said party's actions or dealings with such agent, broker, salesman or finder.

13. Binding Effect; Amendments. The provisions of this Sublease shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. This Sublease constitutes the entire agreement between the parties hereto and may not be modified except by an instrument in writing signed by the parties hereto.

14. Severability. Each covenant and agreement contained in this Sublease is a separate and independent covenant and agreement. If any covenant or agreement or the application thereof to any person or circumstance shall to any extent be invalid and unenforceable, the remainder of this Sublease, or the application of such covenant or agreement to persons or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and all other covenants and agreements of this Sublease shall be valid and enforceable to the fullest extent permitted by law.

15. Counterparts. This Sublease may be executed in counterparts, each of which, when taken together as a whole, shall constitute one and the same instrument.

16. Governing Law. This Sublease shall be governed by the laws of the state in which the Subleased Premises is located, without regard to such state's internal conflicts of laws principles.

17. Condition Precedent. This Sublease, and Sublandlord's and Subtenant's respective obligations hereunder, are expressly conditioned upon obtaining the written consent of the Prime Landlord in a form mutually acceptable to Sublandlord and Subtenant. If such consent has not been obtained within thirty (30) days after the Effective Date, either party may terminate this Sublease by written notice to the other, whereupon the parties shall have no further obligation thereafter arising under this Sublease.

[SIGNATURES CONTINUE ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Sublease to be duly executed as of the date first above written.

SUBLANDLORD:

FAMILY CARE PARTNERS MANAGEMENT LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____

SUBTENANT:

COLONIAL FAMILY PRACTICE, LLC
a limited liability company

By: _____
Name: _____
Title: _____

[Signature Page to Sublease]

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EXHIBIT A

Copy of all documents comprising the Prime Lease

(See Attached)

CONFIDENTIAL

LOWDER LEASING, LLC

COMMERCIAL LEASE AGREEMENT

STATE OF SOUTH CAROLINA, COUNTY OF SUMTER

This Lease Agreement made the 1st day of August, 2015, by and between Lowder Leasing, LLC, (the "Landlord") and Colonial Family Practice, LLC (the "Tenant").

WITNESSETH

The parties hereto agree for themselves, their successors and assigns, as follows:

1. **THE PREMISES.** The Landlord hereby leases to the Tenant, and the Tenant hereby accepts and rents from the Landlord, that certain office space, consisting of approximately 13,295 square feet (the "Premises") located at 325 Broad Street, Sumter, SC 29150 (the "Building"). Upon delivery to Tenant for Tenant's occupancy, the Premises, the Land and all improvements on the Land constituting Common Areas shall be in compliance with all applicable laws, regulations, codes and ordinances, including without limitation, the Americans with Disabilities Acts. The leased premises shall include the non-exclusive use by Tenant, its employees and customers, of all common areas, including but not limited to parking areas and sidewalks.

2. **TERM.** The term of this Agreement shall be as follows:

   (a) **Initial Term.** The Initial Term of this Agreement shall commence on the 1st day of the month following the premises being turned over to the Tenant for occupancy (Commencement Date) and shall continue for a period of fifteen (15) years, ending on the last day of the one hundred twentieth month (the "Initial Term").

   (b) **Extension Terms.** The Tenant has the option to extend this Agreement at the end of the Initial Term for two additional periods of Five (5) years (the "Extension Terms") by giving notice to the Landlord One Hundred Twenty (120) days before the expiration of the Initial Term of this Agreement. Excluding rent, all other provisions of this Agreement shall remain the same during any Extension Terms.

   (c) **Term.** All references in this agreement to the "Term of this Agreement" or the quote "Term" shall be deemed to refer to the initial term and the extension terms, if applicable.

3. **PAYMENT OF RENT.** The Tenant shall pay to the Landlord for the use, enjoyment, and the occupancy of the Premises during the Term, the following sums:

   (a) during the Initial Term, the annual sum ("fixed annual rent")

of two hundred sixty five thousand nine hundred dollars ($265,900.00), payable in advance in equal monthly installments ("base monthly rent") of twenty two thousand one hundred fifty eight dollars and thirty three cents ($22,158.33), commencing on the Commencement date;

All monthly payments of fixed annual rent (the "rent") are payable in advance of the first day of each month during the Term of this Agreement. If the rent for any one month during this Agreement is not paid by the tenth of said month, the Tenant agrees to pay a penalty of ten (10%) percent of one month's rent; further, the Landlord may enforce collection of the amount due, together with the costs of collecting or any other litigation necessary to collect, including reasonable attorney's fees. If Tenant fails to pay any sum of rent and such failure shall continue for ten (10) days following delivery to Tenant of notice of non-payment, Landlord may, at its option, declare this Agreement to be cancelled and enter upon the Premises and eject the Tenant forthwith and collect as damages (a) accrued but unpaid rent, and (b) the present value of the Premises for the same period, discounted at the rate of eight percent per annum. Any such recovery, however, shall be subject to the Landlord's obligations to attempt to rent or lease the Premises for the remaining period to another lessee, or otherwise mitigate its damages. Failure to exercise this option by the Landlord upon default shall not constitute a waiver to exercise the same in the event of a subsequent default.

4. **TAXES AND INSURANCE.** The Tenant shall be responsible for the real property taxes on the Premises during the term of this Agreement as issues by the City of Sumter in the County of Sumter, South Carolina.

In addition, the Tenant agrees to pay all costs and expenses associated with maintaining Hazard Insurance on the subject premises in accordance with the insurance coverage requirements set forth in Section 6 below.

Upon receipt of the actual tax and insurance bills attributable to any calendar year during the Term of this Agreement, the Landlord shall furnish the Tenant with copies of the invoices. Any taxes or insurance premiums shall be paid by the Tenant within thirty days of receipt of the tax or insurance invoices.

5. **INSURANCE AND INDEMNITY.** The Tenant shall be responsible for carrying fire insurance with extended coverage on the Tenant's contents in the building, which include, but are not limited to, the Tenant's inventory, furniture, fixtures, equipment, leasehold improvements, and decor package. This insurance shall provide coverage for breakage of exterior and interior glass in the Premises. In addition, the Tenant shall carry public liability insurance naming the Landlord as an insured and having a minimum coverage of one million dollars ($1,000,000.000) dollars per occurrence. The Tenant shall furnish the Landlord with a certificate of said insurance upon demand. Landlord shall obtain "all risk" property insurance on the Building for the full replacement value thereof, exclusive of leasehold improvements, and liability insurance equivalent and coverage to that required of Tenant. Tenant and Landlord hereby release each other for any loss or damage with is covered by fire or extended coverage insurance as

hereinbefore provided, or which would be covered by such insurance were such insurance so maintained by the parties as required hereunder, even though such loss or damage might have been occasioned by the negligence of Tenant or of Landlord or their respective employees, contractors, or agents. Each party shall therefore look to its own insurance for reimbursement for any such insurable loss to real or personal property. Each party will obtain a corresponding waiver of subrogation provision on behalf of the other party in all of its fire and extended coverage insurance policies.

The Tenant covenants and agrees that it will defend, indemnify, protect and save harmless the Landlord from the claims of all persons arising from negligence or recklessness on the part of the Tenant, its agents, servants, or employees, in its use of the Premises. Nothing in this Agreement, however, shall be interpreted to indemnify the Landlord for its own negligence and recklessness. The Landlord covenants and agrees that it will defend, indemnify, protect and save harmless the Tenant from the claims of all persons arising from negligence or recklessness on the part of the Landlord, its agents, servants ,or employees, in its use of the Land, exclusive of the Premises. Nothing in this Agreement, however, shall be interpreted to indemnify Tenant for its own negligence and recklessness.

7. **UTILITIES.** The Tenant will pay for all janitorial services, grounds maintenance, sewer, water, electricity, gas, heat, air conditioning, telephone and other utilities supplied to the Premises at the actual costs thereof, and, where applicable, as determined metering of usage.

8. **INJURY TO THE PREMISES.** The Landlord and the Tenant hereby expressly agree to the following with respect to injury to the Premises:

(a) If the Premises are injured by fire or other casualty, within ten (10) days after the date on which the injury occurs (the "Injury Date") the Landlord shall ascertain and advise the Tenant in writing whether the damage caused by the injury (the "Damage") could reasonably be repaired within ninety (90) days after the Injury Date (the "Repair Period".)

(b) If the Damage could reasonably be repaired within the Repair Period, then (1) the Tenant shall not be entitled to terminate this Agreement, (2) the Landlord shall repair the Damage with all reasonable speed and shall complete such repair within the Repair Period and (3) the Tenant's rent shall be reduced, pro rata for time and space, to the extent that the Tenant is deprived of the occupancy of any portion of the Premises for the Tenant's purposes by reason of the injury and the making of the repairs. If the Landlord fails to complete the repair of the Damage within the Repair Period (as it may have been extended pursuant to the subsequent provisions of this subsection) the Tenant may, at the Tenant's option and in addition to any remedies that the Tenant may have against the Landlord as a result of such failure, at any time after the expiration of the Repair Period (and any extension thereof) and prior to the completion of the repair of Damage, terminate this Agreement by written notice to the Landlord. If the repair of the Damage by the Landlord is interrupted as a result of any strike or other labor disturbance, governmental restrictions or materials or physical forces beyond the

control of the Landlord, the Landlord shall take all reasonable steps to minimize any delay in the completion of the repair of the damage by reason of any such interruption and the Repair Period shall be extended by the number of days that such interruption or interruptions persist in spite of such efforts of the Landlord.

(c) If the Damage cannot reasonably be repaired within the Repair Period, then the Tenant may terminate this Agreement by written notice to the Landlord within thirty (30) days after the Injury Date. If the Tenant elects not to terminate this Agreement, the Landlord shall repair the Damage with all reasonable speed and the Tenant's rent shall be reduced, pro rata for time and space, to the extent that the Tenant is deprived of the occupancy of any portion of the Premises for the Tenant's purposes by reason of the injury and the making of the repairs.

(d) If the Tenant elects to terminate this Agreement pursuant to the provisions of subsection (c) of this Section, the Tenant's liability for payment for the rent provided for herein shall cease as of the date that notice of the termination is given by the Tenant and the Tenant shall be entitled to a refund of any rent paid with respect to any period subsequent to the termination date. If this Agreement is terminated pursuant to the provisions of subsection (c) of this Section, the Tenant's liability for the payment of the rent provided for herein shall cease as of the Injury Date and the Tenant shall be entitled to a refund of any rent paid with respect to any period subsequent to that date.

9. **REPAIRS TO THE PREMISES.** The Landlord, shall, without expense to the Tenant,

maintain and make all necessary repairs to the foundations, load bearing walls, roof, gutters, downspouts, water mains, gas and sewer lines, sidewalks, private roadways, parking areas, and common areas on or appurtenant to the Premises. In addition, the Landlord shall make all repairs to all building systems on or serving the Premises, including the heating and air conditioning system on or serving the Premises at its expense. The Landlord will not be responsible, however, to make any repairs which may have been occasioned or necessitated by the negligence of the Tenant, its agents, employees or invites, but this shall be the responsibility of the Tenant, subject to the provisions of Section 8 above. The Tenant will, at its own expense, keep and maintain in good order during the Term of this Agreement, all other non-structural components of the interior of the Premises, including, without limitation, the entire interior and all window glass, plate glass, doors, non-load bearing walls, floor coverings and lights, and the Tenant will at the end of the Term of this Agreement deliver the Premises to the Landlord in as good a condition as the same were when received by it, excepting only normal wear and tear, loss by casualty and condemnation, and repairs required to be made by the Landlord. Should the Landlord fail in the performance of its obligations under this Section, after notice and a reasonable period to cure, the Tenant may perform such work and will receive credit or reimbursement from the Landlord. Landlord also agrees to perform with reasonable diligence any repair obligations of Tenant, at Tenant's request and at Tenant's sole cost and expense.

10. **ALTERATIONS AND INSTALLATIONS.** The Tenant may from time to time, at its

expense and with the Landlord's approval, paint and decorate the Premises and make such non-structural changes, alterations, additions and improvements as will, in the judgment of the Tenant, better adapt the same for purpose of its business. The Tenant may make structural alterations or additions only with the written approval of the Landlord, which approval shall not be unreasonably withheld.

11. **MECHANIC'S LIEN.** If the Tenant alters or improves the Premises, the Tenant shall, at its own expense, cause to be discharged or released of record within thirty (30) days after filing, all notices of mechanic's liens filed with respect to such alteration or improvements in the Premises or any part thereof, for work or material furnished, which discharge or release of record shall include a discharge or release by bond where, in the Landlord's option, such is deemed appropriate. Should the Tenant fail to comply with any requirement on the Tenant's part to be performed as herein provided, within the time limit for such compliance, the Tenant shall take whatever action the Landlord deems appropriate to cure the default, and the Tenant agrees to pay to the Landlord the reasonable cost to the Landlord of curing any such default, including reasonable attorneys' fees.

12. **RIGHT OF ENTRY.** The Landlord or his agents shall have the right to enter upon the Premises at all times during the Term of this Agreement for the purpose of inspection, maintenance, repair and alteration and to show the same to prospective tenants or purchasers. Tenant shall have the right to be present during any non-emergency entry onto the Premises.

13. **FIXTURES AND PERSONAL PROPERTY.** At the commencement of the Initial Term and during the Term of this Agreement, the Tenant shall have the right, at its own expense, to install and maintain all necessary fixtures, equipment and property. Any trade fixtures, equipment and other property installed in or attached to the Premises by and at the expense of the Tenant shall remain the property of the Tenant, and the Landlord agrees that the Tenant shall have the right, at any time, and from time to time, to remove any and all of its trade fixtures, equipment and other property which it may have stored or installed in the Premises so long as all payments of rent are current. The Tenant agrees to repair any damage to the Premises caused by the removal of its fixtures or personal property.

14. **WATER DAMAGE.** It is expressly agreed and understood by and between the Landlord and the Tenant that the Landlord shall not be liable for any damage or injury by water, which may be sustained by the Tenant resulting from the carelessness, negligence, or improper conduct on the part of any other tenant, its agents, servants, or employees, or by reason of the unexpected breakage, leakage, or obstruction of water or sewer pipes.

15. **SIGNS.** The Landlord and the Tenant accept, acknowledge and agree that any exterior awnings, signs or advertising to be used by the Tenant in connection with the Premises shall be first submitted to the Landlord for approval, which approval shall not be unreasonably withheld and must meet city and county sign ordinances and codes.

16. **CARE OF THE PREMISES---RULES AND REGULATIONS.** The Tenant shall not

perform any acts or carry on any practices which injure the Premises or are a nuisance or menace to other tenants in the vicinity and shall keep the Premises under its control clean and free from rubbish and dirt at all times, and shall store all trash and garbage within the Premises and arrange for the regular removal of such trash and garbage. The Tenant shall, at all times, keep the Premises in a clean and sanitary condition in accordance with the laws, directions, rules and regulations of the governmental agencies having jurisdiction, at the sole cost and expense of the Tenant; and in all respects, the Tenant shall comply with all requirements of law applicable to the Premises.

17. **DEFAULT.** The Landlord and the Tenant accept, acknowledge and agree that in the event that the Tenant is in default of its obligations or covenants pursuant to this Agreement, other than the covenant for the payment of rent which is set forth in Section 3 of this Agreement, and said default shall continue for a period of thirty (30) days after the service of written notice of such default by the Landlord on the Tenant (unless the default cannot be cured within such thirty (30) day period, in which event Tenant will not be in default provided Tenant commences the cure of such default within such thirty (30) day period and thereafter pursues the cure of the default to completion with diligence and without material interruption or delay), then the Landlord may enter into and upon the Premises or any part thereof and repossess the same, with or without terminating this Agreement, and without prejudice to any of their remedies for rent or breach of covenant.

18. **EMINENT DOMAIN.** If the whole of the Premises or such portion thereof as will make the same unsuitable for use by the Tenant is condemned for any public use or purpose by any legally constituted authority, then in either of such events this Agreement shall cease and terminate from the time when possession is taken by such public authority and the rent shall be accounted for between the Landlord and the Tenant as of the date of the surrender or possession. Such terminations shall be without prejudice to the rights of either the Landlord or the Tenant to recover compensation from the condemning authority for any loss or damage caused by such condemnation.

If the Premises is subjected to condemnation as mentioned above, but not to such degree as would make the same unsuitable for the purposes for which the Tenant is using same, as determined by Tenant, then the rent which the Tenant shall pay monthly to the Landlord shall be reduced in the proportion that the part taken bears to the Premises as a whole.

19. **TAXES AND INSURANCE.** The Tenant agrees to pay promptly all taxes and assessments of every kind or nature which are now or hereafter may be imposed or assessed upon the Premises. The Landlord shall not be required to pay any taxes or assessments of any nature imposed or assessed upon fixtures, equipment, merchandise or other property installed in the Premises or brought thereon by the Tenant or any other person, but such shall be the obligation of the Tenant.

The Landlord will also maintain and pay for all adequate fire insurance, with extended coverage, on the Premises. The Tenant will provide for all insurance on its own contents in the Premises.

20. **WARRANTY.** The Landlord covenants and agrees that it has a record fee simple title to the Premises and all easements, rights of way, and appurtenances, and has full right and authority to lease the same upon the conditions herein set forth; and the Tenant shall peacefully and quietly hold and enjoy the Premises for the Term of this Agreement, so long as it does not default in the performance of its obligations pursuant to this Agreement beyond the expiration of any applicable period of notice and cure.

21. **EXERCISE OF RIGHTS.** No remedy herein or otherwise conferred upon or reserved to the Landlord or the Tenant shall be distinct, separate and cumulative and shall be in addition to every other remedy given hereunder, or now or hereafter existing at law or in equity or by statute; and every power and remedy given by the lease to the Landlord or the Tenant may be exercised from time to time as often as the occasion may arise, or as may be deemed expedient. No delay or omission of the Landlord or the Tenant to exercise any right or power arising from any default on the part of the other shall impair any such right or power, or shall be construed to be a waiver of any such default or any acquiescence thereto.

22. **BANKRUPTCY.** In the event the Tenant shall be adjudicated a bankrupt, or a temporary or permanent receiver is appointed for the Tenant in any Federal or State Court, or the Tenant shall otherwise become involved in insolvency or liquidation proceedings which are not dismissed or stayed within sixty (60) days, the Landlord shall have the right, at its option, to immediately terminate this Agreement and resume possession of the property.

23. **NO ASSIGNMENT.** The Tenant may not assign this Agreement nor sublet the Premises or any portion thereof without the prior written consent of the Landlord, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Tenant shall have the right without Landlord's prior consent, to assign this Lease or to sublet all or any portion of the Premises to any affiliate of Tenant or to any entity controlling, controlled by or under common control with Tenant or to any successor to Tenant by merger or the sale of stock or assets provided the assignee, successor or survivor shall continue to operate the business of Tenant as a going concern.

24. **BINDING EFFECT.** This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, assigns, subleases, successors and legal representatives.

25. **TERMINATION.** Either party may terminate this Lease at any time, for any reason by providing one hundred twenty (120) days written notice in accordance with Section 26 of this Lease.

26. **NOTICES.** Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by registered or certified mail to Landlord at the address then fixed for the payment of rent, and to Tenant at the address of the leased property. Either party may by written notice at any time designate a different address to which notices shall subsequently be sent. Any notice required or permitted under this

Lease shall be deemed sufficiently given or served if sent by registered or certified mail to Tenant as follows:

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement as of the 23rd day of July, 2015.

Witness: Lauren Thompson

Lowder, Leasing, LLC

By: _____

Print: David G. Whaley, M.D.

Its: Shareholder

Witness: _____

Colonial Family Practice, LLC

By: _____

Print: _____

Its: Managing Partner

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SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT ("Sublease") is made on December 22, 2015 (the "Effective Date"), by and between Family Care Partners Management LLC, a Delaware limited liability company ("Sublandlord"), and Colonial Family Practice, LLC, a South Carolina limited liability company ("Subtenant").

BACKGROUND

A. Pursuant to a certain Commercial Lease Agreement, dated August 1, 2015 (the "Prime Lease"), Sublandlord leases from Terramed, LLC, a South Carolina limited liability company ("Prime Landlord"), approximately 10,128 rentable square feet of space (the "Subleased Premises") located in the building having an address at 325 Broad Street, Sumter, South Carolina 29150 (the "Building"). All capitalized terms used but not defined herein shall have the meanings established for such terms in the Prime Lease.

B. Sublandlord and Subtenant are entering into a certain Management Services Agreement ("Management Agreement") on or about the Effective Date, pursuant to which Sublandlord has agreed to provide Subtenant with certain facilities and office space for the operation of Subtenant's business.

C. Subject to, and in accordance with, the terms and conditions hereinafter set forth, Sublandlord desires to sublease to Subtenant, and Subtenant desires to rent from Sublandlord, the Subleased Premises.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements contained herein, the parties hereto, each intending to be legally bound and to bind its respective successors and assigns, agree as follows:

1. Sublease Grant. For the Term (as defined below) and upon the terms, covenants and conditions herein set forth, Sublandlord hereby subleases to Subtenant, and Subtenant hereby subleases from Sublandlord, the Subleased Premises, together with the non-exclusive right with Prime Landlord and any other occupants of the Building to use all of the common areas, if any. During the Term, Subtenant shall have the right to receive and enjoy the benefit of the services required to be provided by Prime Landlord under the Prime Lease.

2. Subordinate to Prime Lease; Delivery Condition; Allocation of Liability.

a. This Sublease is and shall be subject and subordinate to the Prime Lease and to the matters to which the Prime Lease is or shall be subject and subordinate. A copy of the Prime Lease is attached hereto as Exhibit A. If for any reason the term of the Prime Lease shall terminate prior to the expiration date of this Sublease, this Sublease shall thereupon be automatically and immediately terminated and Sublandlord shall not be liable to Subtenant by reason thereof.

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b. Subtenant hereby acknowledges that Subtenant is accepting the Subleased Premises in its "as-is, where-is condition, with all faults", without any representations and warranties by Sublandlord.

3. Incorporation of Prime Lease.

a. Except as expressly set forth below, (i) every provision of the Prime Lease shall be deemed incorporated into, and made a part of, this Sublease by reference notwithstanding that such provisions are not restated herein; (ii) each reference in the Prime Lease to "Lease" shall be deemed a reference to this Sublease; (iii) each reference in the Prime Lease to the "Premises" shall be deemed a reference to the Subleased Premises under this Sublease; (iv) each reference in the Prime Lease to "Landlord" and "Tenant" shall be deemed a reference to "Sublandlord" and "Subtenant", respectively; (v) each reference in the Prime Lease to the "Term" shall be deemed a reference to the Term under this Sublease; (vi) each reference in the Prime Lease to the phrase "Commencement Date" shall be deemed a reference to the "Effective Date" of this Sublease; and (vii) each reference to the "date of this lease" or other similar phrase in the Prime Lease shall be deemed to be a reference to the date of this Sublease. However, notwithstanding the foregoing, Sublandlord is not assuming, and shall not be responsible or liable for Prime Landlord's obligation to perform any agreement or obligation or provide any service on the part of the "Landlord" under the Prime Lease, including, without limitation, any obligation to perform maintenance, repairs or replacement work or tenant improvement work or to rebuild following a casualty or condemnation affecting the Subleased Premises. In the event Prime Landlord fails to perform or observe any agreement or obligation on the part of Prime Landlord to be performed or observed pursuant to the Prime Lease, then, promptly following Subtenant's request, Sublandlord shall take reasonable, appropriate action against Prime Landlord, as permitted by law or by the terms of the Prime Lease, to enforce such agreements and obligations of Prime Landlord.

b. For purposes of incorporation by reference into this Sublease, the "Term" as defined in Section 2(c) of the Prime Lease shall refer to the time period commencing on the Effective Date of this Sublease and terminating in accordance with the terms of the Prime Lease (the "Term") unless (i) earlier terminated pursuant to the terms of this Sublease, or (ii) the Management Agreement is terminated in which case this Sublease shall immediately terminate and become null and void except for those obligations and liabilities of the parties that expressly survive the termination of this Sublease.

c. Notwithstanding the foregoing, the following provisions of the Prime Lease are hereby excluded from this Sublease: Section 9, the first sentence of the second grammatical paragraph of Section 19, from the words "The Landlord covenants and agrees…" to "upon the conditions herein set forth" in Section 20, and Sections 23 and 25.

d. The time limits contained in the Prime Lease for the giving of notices, making of demands or performing of any act, condition or covenant on the part of the tenant thereunder, or for the exercise by the tenant thereunder of any right, remedy or option, are changed for the purposes of incorporation herein by reference by shortening the same in each instance by two (2) days, so that in each instance Subtenant shall have two (2) days less time to observe or perform hereunder than Sublandlord has as the tenant under the Prime Lease.

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e. The rights of Prime Landlord under the Prime Lease may be enforced by, and are for the benefit of, both Sublandlord and Prime Landlord. Subtenant shall not do or permit to be done any act or thing which may constitute a breach or violation of any term, covenant or condition of the Prime Lease by the tenant thereunder, whether or not such act or thing is permitted under the provisions of this Sublease.

f. Notwithstanding anything to the contrary in this Sublease, with respect to any approval required to be obtained from the "Landlord" under the Prime Lease, such consent must be obtained from both the Prime Landlord and Sublandlord.

g. Any non-liability, indemnity or hold harmless provision in the Prime Lease for the benefit of Prime Landlord that is incorporated herein by reference, shall be deemed to inure to the benefit of Sublandlord, Prime Landlord and any other person intended to be benefited by said provision, for the purpose of incorporation by reference in this Sublease. Any right of Prime Landlord of access or inspection and any right of the landlord under the Prime Lease to do work in the Subleased Premises and any right of Prime Landlord in respect of rules and regulations shall be deemed to inure to the benefit of Sublandlord, Prime Landlord and any other person intended to be benefited by said provision, for the purpose of incorporation by reference in this Sublease. If any of the express provisions of this Sublease shall conflict with any of the provisions incorporated by reference, such conflict shall be resolved in every instance in favor of the express provisions of this Sublease, provided that such resolution does not result in or cause a breach of any provision of the Prime Lease.

h. Subtenant shall not in any event have any rights in respect of the Subleased Premises greater than Sublandlord's rights under the Prime Lease and, notwithstanding any provision to the contrary, as to obligations that pertain to the Subleased Premises and are contained in this Sublease by the incorporation by reference of the provisions of the Prime Lease, Sublandlord shall not be required to make any payment or perform any obligation and Sublandlord shall have no liability to Subtenant for any matter whatsoever, except for Sublandlord's obligation to pay the base monthly rent and additional costs due under the Prime Lease.

4. Subtenant's Performance. Subtenant shall timely pay and perform all covenants, agreements and obligations of the tenant under the Prime Lease, except as expressly provided in Section 3 above. Subtenant's failure to perform any such covenants, agreements and obligations shall be a breach of this Sublease.

5. Default. A default by Subtenant pursuant to the terms of the Management Agreement beyond all applicable notice and cure periods contained therein shall be deemed a default by Subtenant under this Sublease and in the event that Subtenant does not cure any such default prior to the expiration of any such notice and cure period, Sublandlord shall have available to it all rights and remedies contained in this Sublease, as incorporated by reference from the Prime Lease, and available at law and in equity.

6. Casualty Damage; Partial Taking. Notwithstanding the incorporation herein of

Section 8 of the Prime Lease pertaining to damage to the Subleased Premises by fire or other casualty or of Section 18 of the Prime Lease pertaining to a partial taking, Sublandlord shall have no responsibility for the obligations of Prime Landlord thereunder, and Subtenant shall look solely to Prime Landlord in connection therewith; provided that Sublandlord, if and as requested by Subtenant, shall exercise its termination rights under such sections of the Prime Lease. To the extent that any portion of rent payable by the tenant under the Prime Lease is abated pursuant to such sections or otherwise, Subtenant shall be entitled to a corresponding abatement of rent hereunder, calculated as the rent otherwise payable by Subtenant multiplied by a fraction, the numerator of which is the number of rentable square feet within the Subleased Premises for which the abatement is being given and the denominator of which is the total number of rentable square feet in the Subleased Premises.

7. Assignment and Subletting. Subtenant shall not, by operation of law or otherwise, assign, sell, mortgage, pledge or in any manner transfer this Sublease or any interest therein, or sublet the Subleased Premises or any part or parts thereof, or grant any concession or license or otherwise permit occupancy of all or any part of the Subleased Premises by any person, without the prior consent of Sublandlord and Prime Landlord.

8. Surrender. Subtenant shall remove any alterations made to the Subleased Premises by Subtenant both prior to the Effective Date and during the Term as and to the extent required under the Prime Lease. Subtenant confirms that Subtenant will timely perform any and all surrender obligations contained in the Prime Lease.

9. Indemnity. Subtenant shall indemnify, protect, defend with counsel reasonably acceptable to Sublandlord and hold harmless Sublandlord from and against any and all claims, liabilities, judgments, causes of action, damages, costs and expenses (including, without being limited to, reasonable attorneys' and experts' fees and expenses), caused by or arising in connection with (a) a breach of Subtenant's covenants, representations and warranties under this Sublease, (b) the negligence or willful misconduct of Subtenant, or (c) the breach of any of the obligations of the tenant under the Prime Lease arising prior to the Effective Date.

10. Sublandlord's Limited Liability. In the event Sublandlord shall fail to perform any covenant, term or condition of this Sublease on Sublandlord's part required to be performed, or if Subtenant shall make any claim arising out of Subtenant's occupancy or use of the Subleased Premises based upon any action or omission of Sublandlord, Subtenant covenants and agrees to look solely to Sublandlord's interest in the Prime Lease for any recovery of a money judgment from Sublandlord from and after the date of this Sublease. In no event shall the stockholders, partners, directors, officers, agents or employees of Sublandlord (either individually or severally) be personally liable for any such judgment. Furthermore, in no event shall Subtenant be entitled to an award of incidental, consequential or punitive damages arising out of any breach by Sublandlord.

11. Notices. All notices contemplated under this Sublease by and between Sublandlord and Subtenant will be given in writing in accordance with the terms of the Management Agreement. All notices contemplated under this Sublease to be delivered to Prime Landlord shall be given in accordance with Section 26 of the Prime Lease.

12. Brokers. Sublandlord and Subtenant represent to each other that neither party has dealt with any broker or other person who may be owed a commission in connection with the transactions contemplated by this Sublease. Each party agrees to hold the other party harmless from and against all claims for brokerage commissions, finder's fees, or other compensation made by any agent, broker, salesman or finder as a consequence of said party's actions or dealings with such agent, broker, salesman or finder.

13. Binding Effect; Amendments. The provisions of this Sublease shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. This Sublease constitutes the entire agreement between the parties hereto and may not be modified except by an instrument in writing signed by the parties hereto.

14. Severability. Each covenant and agreement contained in this Sublease is a separate and independent covenant and agreement. If any covenant or agreement or the application thereof to any person or circumstance shall to any extent be invalid and unenforceable, the remainder of this Sublease, or the application of such covenant or agreement to persons or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and all other covenants and agreements of this Sublease shall be valid and enforceable to the fullest extent permitted by law.

15. Counterparts. This Sublease may be executed in counterparts, each of which, when taken together as a whole, shall constitute one and the same instrument.

16. Governing Law. This Sublease shall be governed by the laws of the state in which the Subleased Premises is located, without regard to such state's internal conflicts of laws principles.

17. Condition Precedent. This Sublease, and Sublandlord's and Subtenant's respective obligations hereunder, are expressly conditioned upon obtaining the written consent of the Prime Landlord in a form mutually acceptable to Sublandlord and Subtenant. If such consent has not been obtained within thirty (30) days after the Effective Date, either party may terminate this Sublease by written notice to the other, whereupon the parties shall have no further obligation thereafter arising under this Sublease.

[SIGNATURES CONTINUE ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Sublease to be duly executed as of the date first above written.

SUBLANDLORD:

FAMILY CARE PARTNERS MANAGEMENT LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____

SUBTENANT:

COLONIAL FAMILY PRACTICE, LLC
a limited liability company

By: _____
Name: _____
Title: _____

[Signature Page to Sublease]

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EXHIBIT A

Copy of all documents comprising the Prime Lease

(See Attached)

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TERRAMED, LLC

COMMERCIAL LEASE AGREEMENT

STATE OF SOUTH CAROLINA, COUNTY OF SUMTER

This Lease Agreement made the 1st day of August, 2015, by and between Terramed, LLC, (the "Landlord") and Colonial Family Practice, LLC (the "Tenant").

WITNESSETH

The parties hereto agree for themselves, their successors and assigns, as follows:

1. **THE PREMISES.** The Landlord hereby leases to the Tenant, and the Tenant hereby accepts and rents from the Landlord, that certain office space, consisting of approximately 10,128 square feet (the "Premises") located at 325 Broad Street, Sumter, SC 29150 (the "Building"). Upon delivery to Tenant for Tenant's occupancy, the Premises, the Land and all improvements on the Land constituting Common Areas shall be in compliance with all applicable laws, regulations, codes and ordinances, including without limitation, the Americans with Disabilities Acts. The leased premises shall include the non-exclusive use by Tenant, its employees and customers, of all common areas, including but not limited to parking areas and sidewalks.

2. **TERM.** The term of this Agreement shall be as follows:

   (a) **Initial Term.** The Initial Term of this Agreement shall commence on the 1st day of the month following the premises being turned over to the Tenant for occupancy (Commencement Date) and shall continue for a period of ten (10) years, ending on the last day of the one hundred twentieth month (the "Initial Term").

   (b) **Extension Terms.** The Tenant has the option to extend this Agreement at the end of the Initial Term for two additional periods of Five (5) years (the "Extension Terms") by giving notice to the Landlord One Hundred Twenty (120) days before the expiration of the Initial Term of this Agreement. Excluding rent, all other provisions of this Agreement shall remain the same during any Extension Terms.

   (c) **Term.** All references in this agreement to the "Term of this Agreement" or the quote "Term" shall be deemed to refer to the initial term and the extension terms, if applicable.

3. **PAYMENT OF RENT.** The Tenant shall pay to the Landlord for the use, enjoyment, and the occupancy of the Premises during the Term, the following sums:

   (a) during the Initial Term, the annual sum ("fixed annual rent")

of two hundred two thousand five hundred sixty dollars ($202,560.00), payable in advance in equal monthly installments ("base monthly rent") of sixteen thousand eight hundred eighty dollars ($16,880.00), commencing on the Commencement date;

All monthly payments of fixed annual rent (the "rent") are payable in advance of the first day of each month during the Term of this Agreement. If the rent for any one month during this Agreement is not paid by the tenth of said month, the Tenant agrees to pay a penalty of ten (10%) percent of one month's rent; further, the Landlord may enforce collection of the amount due, together with the costs of collecting or any other litigation necessary to collect, including reasonable attorney's fees. If Tenant fails to pay any sum of rent and such failure shall continue for ten (10) days following delivery to Tenant of notice of non-payment, Landlord may, at its option, declare this Agreement to be cancelled and enter upon the Premises and eject the Tenant forthwith and collect as damages (a) accrued but unpaid rent, and (b) the present value of the Premises for the same period, discounted at the rate of eight percent per annum. Any such recovery, however, shall be subject to the Landlord's obligations to attempt to rent or lease the Premises for the remaining period to another lessee, or otherwise mitigate its damages. Failure to exercise this option by the Landlord upon default shall not constitute a waiver to exercise the same in the event of a subsequent default.

4. **TAXES AND INSURANCE.** The Tenant shall be responsible for the real property taxes on the Premises during the term of this Agreement as issues by the City of Sumter in the County of Sumter, South Carolina.

In addition, the Tenant agrees to pay all costs and expenses associated with maintaining Hazard Insurance on the subject premises in accordance with the insurance coverage requirements set forth in Section 6 below.

Upon receipt of the actual tax and insurance bills attributable to any calendar year during the Term of this Agreement, the Landlord shall furnish the Tenant with copies of the invoices. Any taxes or insurance premiums shall be paid by the Tenant within thirty days of receipt of the tax or insurance invoices.

5. **INSURANCE AND INDEMNITY.** The Tenant shall be responsible for carrying fire insurance with extended coverage on the Tenant's contents in the building, which include, but are not limited to, the Tenant's inventory, furniture, fixtures, equipment, leasehold improvements, and decor package. This insurance shall provide coverage for breakage of exterior and interior glass in the Premises. In addition, the Tenant shall carry public liability insurance naming the Landlord as an insured and having a minimum coverage of one million dollars ($1,000,000.000) dollars per occurrence. The Tenant shall furnish the Landlord with a certificate of said insurance upon demand. Landlord shall obtain "all risk" property insurance on the Building for the full replacement value thereof, exclusive of leasehold improvements, and liability insurance equivalent and coverage to that required of Tenant. Tenant and Landlord hereby release each other for any loss or damage with is covered by fire or extended coverage insurance as

hereinbefore provided, or which would be covered by such insurance were such insurance so maintained by the parties as required hereunder, even though such loss or damage might have been occasioned by the negligence of Tenant or of Landlord or their respective employees, contractors, or agents. Each party shall therefore look to its own insurance for reimbursement for any such insurable loss to real or personal property. Each party will obtain a corresponding waiver of subrogation provision on behalf of the other party in all of its fire and extended coverage insurance policies.

The Tenant covenants and agrees that it will defend, indemnify, protect and save harmless the Landlord from the claims of all persons arising from negligence or recklessness on the part of the Tenant, its agents, servants, or employees, in its use of the Premises. Nothing in this Agreement, however, shall be interpreted to indemnify the Landlord for its own negligence and recklessness. The Landlord covenants and agrees that it will defend, indemnify, protect and save harmless the Tenant from the claims of all persons arising from negligence or recklessness on the part of the Landlord, its agents, servants ,or employees, in its use of the Land, exclusive of the Premises. Nothing in this Agreement, however, shall be interpreted to indemnify Tenant for its own negligence and recklessness.

7. **UTILITIES.** The Tenant will pay for all janitorial services, grounds maintenance, sewer, water, electricity, gas, heat, air conditioning, telephone and other utilities supplied to the Premises at the actual costs thereof, and, where applicable, as determined metering of usage.

8. **INJURY TO THE PREMISES.** The Landlord and the Tenant hereby expressly agree to the following with respect to injury to the Premises:

(a) If the Premises are injured by fire or other casualty, within ten (10) days after the date on which the injury occurs (the "Injury Date") the Landlord shall ascertain and advise the Tenant in writing whether the damage caused by the injury (the "Damage") could reasonably be repaired within ninety (90) days after the Injury Date (the "Repair Period".)

(b) If the Damage could reasonably be repaired within the Repair Period, then (1) the Tenant shall not be entitled to terminate this Agreement, (2) the Landlord shall repair the Damage with all reasonable speed and shall complete such repair within the Repair Period and (3) the Tenant's rent shall be reduced, pro rata for time and space, to the extent that the Tenant is deprived of the occupancy of any portion of the Premises for the Tenant's purposes by reason of the injury and the making of the repairs. If the Landlord fails to complete the repair of the Damage within the Repair Period (as it may have been extended pursuant to the subsequent provisions of this subsection) the Tenant may, at the Tenant's option and in addition to any remedies that the Tenant may have against the Landlord as a result of such failure, at any time after the expiration of the Repair Period (and any extension thereof) and prior to the completion of the repair of Damage, terminate this Agreement by written notice to the Landlord. If the repair of the Damage by the Landlord is interrupted as a result of any strike or other labor disturbance, governmental restrictions or materials or physical forces beyond the

control of the Landlord, the Landlord shall take all reasonable steps to minimize any delay in the completion of the repair of the damage by reason of any such interruption and the Repair Period shall be extended by the number of days that such interruption or interruptions persist in spite of such efforts of the Landlord.

(c) If the Damage cannot reasonably be repaired within the Repair Period, then the Tenant may terminate this Agreement by written notice to the Landlord within thirty (30) days after the Injury Date. If the Tenant elects not to terminate this Agreement, the Landlord shall repair the Damage with all reasonable speed and the Tenant's rent shall be reduced, pro rata for time and space, to the extent that the Tenant is deprived of the occupancy of any portion of the Premises for the Tenant's purposes by reason of the injury and the making of the repairs.

(d) If the Tenant elects to terminate this Agreement pursuant to the provisions of subsection (c) of this Section, the Tenant's liability for payment for the rent provided for herein shall cease as of the date that notice of the termination is given by the Tenant and the Tenant shall be entitled to a refund of any rent paid with respect to any period subsequent to the termination date. If this Agreement is terminated pursuant to the provisions of subsection (c) of this Section, the Tenant's liability for the payment of the rent provided for herein shall cease as of the Injury Date and the Tenant shall be entitled to a refund of any rent paid with respect to any period subsequent to that date.

9. **REPAIRS TO THE PREMISES.** The Landlord, shall, without expense to the Tenant, maintain and make all necessary repairs to the foundations, load bearing walls, roof, gutters, downspouts, water mains, gas and sewer lines, sidewalks, private roadways, parking areas, and common areas on or appurtenant to the Premises. In addition, the Landlord shall make all repairs to all building systems on or serving the Premises, including the heating and air conditioning system on or serving the Premises at its expense. The Landlord will not be responsible, however, to make any repairs which may have been occasioned or necessitated by the negligence of the Tenant, its agents, employees or invites, but this shall be the responsibility of the Tenant, subject to the provisions of Section 8 above. The Tenant will, at its own expense, keep and maintain in good order during the Term of this Agreement, all other non-structural components of the interior of the Premises, including, without limitation, the entire interior and all window glass, plate glass, doors, non-load bearing walls, floor coverings and lights, and the Tenant will at the end of the Term of this Agreement deliver the Premises to the Landlord in as good a condition as the same were when received by it, excepting only normal wear and tear, loss by casualty and condemnation, and repairs required to be made by the Landlord. Should the Landlord fail in the performance of its obligations under this Section, after notice and a reasonable period to cure, the Tenant may perform such work and will receive credit or reimbursement from the Landlord. Landlord also agrees to perform with reasonable diligence any repair obligations of Tenant, at Tenant's request and at Tenant's sole cost and expense.

10. **ALTERATIONS AND INSTALLATIONS.** The Tenant may from time to time, at its

expense and with the Landlord's approval, paint and decorate the Premises and make such non-structural changes, alterations, additions and improvements as will, in the judgment of the Tenant, better adapt the same for purpose of its business. The Tenant may make structural alterations or additions only with the written approval of the Landlord, which approval shall not be unreasonably withheld.

11. **MECHANIC'S LIEN.** If the Tenant alters or improves the Premises, the Tenant shall, at its own expense, cause to be discharged or released of record within thirty (30) days after filing, all notices of mechanic's liens filed with respect to such alteration or improvements in the Premises or any part thereof, for work or material furnished, which discharge or release of record shall include a discharge or release by bond where, in the Landlord's option, such is deemed appropriate. Should the Tenant fail to comply with any requirement on the Tenant's part to be performed as herein provided, within the time limit for such compliance, the Tenant shall take whatever action the Landlord deems appropriate to cure the default, and the Tenant agrees to pay to the Landlord the reasonable cost to the Landlord of curing any such default, including reasonable attorneys' fees.

12. **RIGHT OF ENTRY.** The Landlord or his agents shall have the right to enter upon the Premises at all times during the Term of this Agreement for the purpose of inspection, maintenance, repair and alteration and to show the same to prospective tenants or purchasers. Tenant shall have the right to be present during any non-emergency entry onto the Premises.

13. **FIXTURES AND PERSONAL PROPERTY.** At the commencement of the Initial Term and during the Term of this Agreement, the Tenant shall have the right, at its own expense, to install and maintain all necessary fixtures, equipment and property. Any trade fixtures, equipment and other property installed in or attached to the Premises by and at the expense of the Tenant shall remain the property of the Tenant, and the Landlord agrees that the Tenant shall have the right, at any time, and from time to time, to remove any and all of its trade fixtures, equipment and other property which it may have stored or installed in the Premises so long as all payments of rent are current. The Tenant agrees to repair any damage to the Premises caused by the removal of its fixtures or personal property.

14. **WATER DAMAGE.** It is expressly agreed and understood by and between the Landlord and the Tenant that the Landlord shall not be liable for any damage or injury by water, which may be sustained by the Tenant resulting from the carelessness, negligence, or improper conduct on the part of any other tenant, its agents, servants, or employees, or by reason of the unexpected breakage, leakage, or obstruction of water or sewer pipes.

15. **SIGNS.** The Landlord and the Tenant accept, acknowledge and agree that any exterior awnings, signs or advertising to be used by the Tenant in connection with the Premises shall be first submitted to the Landlord for approval, which approval shall not be unreasonably withheld and must meet city and county sign ordinances and codes.

16. **CARE OF THE PREMISES---RULES AND REGULATIONS.** The Tenant shall not

perform any acts or carry on any practices which injure the Premises or are a nuisance or menace to other tenants in the vicinity and shall keep the Premises under its control clean and free from rubbish and dirt at all times, and shall store all trash and garbage within the Premises and arrange for the regular removal of such trash and garbage. The Tenant shall, at all times, keep the Premises in a clean and sanitary condition in accordance with the laws, directions, rules and regulations of the governmental agencies having jurisdiction, at the sole cost and expense of the Tenant; and in all respects, the Tenant shall comply with all requirements of law applicable to the Premises.

17. **DEFAULT.** The Landlord and the Tenant accept, acknowledge and agree that in the event that the Tenant is in default of its obligations or covenants pursuant to this Agreement, other than the covenant for the payment of rent which is set forth in Section 3 of this Agreement, and said default shall continue for a period of thirty (30) days after the service of written notice of such default by the Landlord on the Tenant (unless the default cannot be cured within such thirty (30) day period, in which event Tenant will not be in default provided Tenant commences the cure of such default within such thirty (30) day period and thereafter pursues the cure of the default to completion with diligence and without material interruption or delay), then the Landlord may enter into and upon the Premises or any part thereof and repossess the same, with or without terminating this Agreement, and without prejudice to any of their remedies for rent or breach of covenant.

18. **EMINENT DOMAIN.** If the whole of the Premises or such portion thereof as will make the same unsuitable for use by the Tenant is condemned for any public use or purpose by any legally constituted authority, then in either of such events this Agreement shall cease and terminate from the time when possession is taken by such public authority and the rent shall be accounted for between the Landlord and the Tenant as of the date of the surrender or possession. Such terminations shall be without prejudice to the rights of either the Landlord or the Tenant to recover compensation from the condemning authority for any loss or damage caused by such condemnation.

If the Premises is subjected to condemnation as mentioned above, but not to such degree as would make the same unsuitable for the purposes for which the Tenant is using same, as determined by Tenant, then the rent which the Tenant shall pay monthly to the Landlord shall be reduced in the proportion that the part taken bears to the Premises as a whole.

19. **TAXES AND INSURANCE.** The Tenant agrees to pay promptly all taxes and assessments of every kind or nature which are now or hereafter may be imposed or assessed upon the Premises. The Landlord shall not be required to pay any taxes or assessments of any nature imposed or assessed upon fixtures, equipment, merchandise or other property installed in the Premises or brought thereon by the Tenant or any other person, but such shall be the obligation of the Tenant.

The Landlord will also maintain and pay for all adequate fire insurance, with extended coverage, on the Premises. The Tenant will provide for all insurance on its own contents in the Premises.

20. **WARRANTY.** The Landlord covenants and agrees that it has a record fee simple title to the Premises and all easements, rights of way, and appurtenances, and has full right and authority to lease the same upon the conditions herein set forth; and the Tenant shall peacefully and quietly hold and enjoy the Premises for the Term of this Agreement, so long as it does not default in the performance of its obligations pursuant to this Agreement beyond the expiration of any applicable period of notice and cure.

21. **EXERCISE OF RIGHTS.** No remedy herein or otherwise conferred upon or reserved to the Landlord or the Tenant shall be distinct, separate and cumulative and shall be in addition to every other remedy given hereunder, or now or hereafter existing at law or in equity or by statute; and every power and remedy given by the lease to the Landlord or the Tenant may be exercised from time to time as often as the occasion may arise, or as may be deemed expedient. No delay or omission of the Landlord or the Tenant to exercise any right or power arising from any default on the part of the other shall impair any such right or power, or shall be construed to be a waiver of any such default or any acquiescence thereto.

22. **BANKRUPTCY.** In the event the Tenant shall be adjudicated a bankrupt, or a temporary or permanent receiver is appointed for the Tenant in any Federal or State Court, or the Tenant shall otherwise become involved in insolvency or liquidation proceedings which are not dismissed or stayed within sixty (60) days, the Landlord shall have the right, at its option, to immediately terminate this Agreement and resume possession of the property.

23. **NO ASSIGNMENT.** The Tenant may not assign this Agreement nor sublet the Premises or any portion thereof without the prior written consent of the Landlord, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Tenant shall have the right without Landlord's prior consent, to assign this Lease or to sublet all or any portion of the Premises to any affiliate of Tenant or to any entity controlling, controlled by or under common control with Tenant or to any successor to Tenant by merger or the sale of stock or assets provided the assignee, successor or survivor shall continue to operate the business of Tenant as a going concern.

24. **BINDING EFFECT.** This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, assigns, subleases, successors and legal representatives.

25. **TERMINATION.** Either party may terminate this Lease at any time, for any reason by providing one hundred twenty (120) days written notice in accordance with Section 26 of this Lease.

26. **NOTICES.** Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by registered or certified mail to Landlord at the address then fixed for the payment of rent, and to Tenant at the address of the leased property. Either party may by written notice at any time designate a different address to which notices shall subsequently be sent. Any notice required or permitted under this

Lease shall be deemed sufficiently given or served if sent by registered or certified mail to Tenant as follows:

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement as of the 23rd day of July, 2015.

Witness: Lauren Thompson

TerraMed, LLC

By: _____

Print: David G. Whaley, M.D.

Its: Shareholder

Witness: _____

Colonial Family Practice, LLC

By: _____

Print: _____

Its: Managing Partner

SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT ("Sublease") is made on December 22, 2015 (the "Effective Date"), by and between Family Care Partners Management LLC, a Delaware limited liability company ("Sublandlord"), and Colonial Family Practice, LLC, a South Carolina limited liability company ("Subtenant").

BACKGROUND

A. Pursuant to a certain Commercial Lease Agreement, dated August 1, 2015 (the "Prime Lease"), Sublandlord leases from FutureMed, LLC, a South Carolina limited liability company ("Prime Landlord"), approximately 5,663 rentable square feet of space (the "Subleased Premises") located in the building having an address at 742 West Liberty Street, Sumter, South Carolina 29150 (the "Building"). All capitalized terms used but not defined herein shall have the meanings established for such terms in the Prime Lease.

B. Sublandlord and Subtenant are entering into a certain Management Services Agreement ("Management Agreement") on or about the Effective Date, pursuant to which Sublandlord has agreed to provide Subtenant with certain facilities and office space for the operation of Subtenant's business.

C. Subject to, and in accordance with, the terms and conditions hereinafter set forth, Sublandlord desires to sublease to Subtenant, and Subtenant desires to rent from Sublandlord, the Subleased Premises.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements contained herein, the parties hereto, each intending to be legally bound and to bind its respective successors and assigns, agree as follows:

1. Sublease Grant. For the Term (as defined below) and upon the terms, covenants and conditions herein set forth, Sublandlord hereby subleases to Subtenant, and Subtenant hereby subleases from Sublandlord, the Subleased Premises, together with the non-exclusive right with Prime Landlord and any other occupants of the Building to use all of the common areas, if any. During the Term, Subtenant shall have the right to receive and enjoy the benefit of the services required to be provided by Prime Landlord under the Prime Lease.

2. Subordinate to Prime Lease; Delivery Condition; Allocation of Liability.

a. This Sublease is and shall be subject and subordinate to the Prime Lease and to the matters to which the Prime Lease is or shall be subject and subordinate. A copy of the Prime Lease is attached hereto as Exhibit A. If for any reason the term of the Prime Lease shall terminate prior to the expiration date of this Sublease, this Sublease shall thereupon be automatically and immediately terminated and Sublandlord shall not be liable to Subtenant by reason thereof.

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b. Subtenant hereby acknowledges that Subtenant is accepting the Subleased Premises in its "as-is, where-is condition, with all faults", without any representations and warranties by Sublandlord.

3. Incorporation of Prime Lease.

a. Except as expressly set forth below, (i) every provision of the Prime Lease shall be deemed incorporated into, and made a part of, this Sublease by reference notwithstanding that such provisions are not restated herein; (ii) each reference in the Prime Lease to "Lease" shall be deemed a reference to this Sublease; (iii) each reference in the Prime Lease to the "Premises" shall be deemed a reference to the Subleased Premises under this Sublease; (iv) each reference in the Prime Lease to "Landlord" and "Tenant" shall be deemed a reference to "Sublandlord" and "Subtenant", respectively; (v) each reference in the Prime Lease to the "Term" shall be deemed a reference to the Term under this Sublease; (vi) each reference in the Prime Lease to the phrase "Commencement Date" shall be deemed a reference to the "Effective Date" of this Sublease; and (vii) each reference to the "date of this lease" or other similar phrase in the Prime Lease shall be deemed to be a reference to the date of this Sublease. However, notwithstanding the foregoing, Sublandlord is not assuming, and shall not be responsible or liable for Prime Landlord's obligation to perform any agreement or obligation or provide any service on the part of the "Landlord" under the Prime Lease, including, without limitation, any obligation to perform maintenance, repairs or replacement work or tenant improvement work or to rebuild following a casualty or condemnation affecting the Subleased Premises. In the event Prime Landlord fails to perform or observe any agreement or obligation on the part of Prime Landlord to be performed or observed pursuant to the Prime Lease, then, promptly following Subtenant's request, Sublandlord shall take reasonable, appropriate action against Prime Landlord, as permitted by law or by the terms of the Prime Lease, to enforce such agreements and obligations of Prime Landlord.

b. For purposes of incorporation by reference into this Sublease, the "Term" as defined in Section 2(c) of the Prime Lease shall refer to the time period commencing on the Effective Date of this Sublease and terminating in accordance with the terms of the Prime Lease (the "Term") unless (i) earlier terminated pursuant to the terms of this Sublease, or (ii) the Management Agreement is terminated in which case this Sublease shall immediately terminate and become null and void except for those obligations and liabilities of the parties that expressly survive the termination of this Sublease.

c. Notwithstanding the foregoing, the following provisions of the Prime Lease are hereby excluded from this Sublease: Section 9, the first sentence of the second grammatical paragraph of Section 19, from the words "The Landlord covenants and agrees…" to "upon the conditions herein set forth" in Section 20, and Sections 23 and 25.

d. The time limits contained in the Prime Lease for the giving of notices, making of demands or performing of any act, condition or covenant on the part of the tenant thereunder, or for the exercise by the tenant thereunder of any right, remedy or option, are changed for the purposes of incorporation herein by reference by shortening the same in each instance by two (2) days, so that in each instance Subtenant shall have two (2) days less time to observe or perform hereunder than Sublandlord has as the tenant under the Prime Lease.

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e. The rights of Prime Landlord under the Prime Lease may be enforced by, and are for the benefit of, both Sublandlord and Prime Landlord. Subtenant shall not do or permit to be done any act or thing which may constitute a breach or violation of any term, covenant or condition of the Prime Lease by the tenant thereunder, whether or not such act or thing is permitted under the provisions of this Sublease.

f. Notwithstanding anything to the contrary in this Sublease, with respect to any approval required to be obtained from the "Landlord" under the Prime Lease, such consent must be obtained from both the Prime Landlord and Sublandlord.

g. Any non-liability, indemnity or hold harmless provision in the Prime Lease for the benefit of Prime Landlord that is incorporated herein by reference, shall be deemed to inure to the benefit of Sublandlord, Prime Landlord and any other person intended to be benefited by said provision, for the purpose of incorporation by reference in this Sublease. Any right of Prime Landlord of access or inspection and any right of the landlord under the Prime Lease to do work in the Subleased Premises and any right of Prime Landlord in respect of rules and regulations shall be deemed to inure to the benefit of Sublandlord, Prime Landlord and any other person intended to be benefited by said provision, for the purpose of incorporation by reference in this Sublease. If any of the express provisions of this Sublease shall conflict with any of the provisions incorporated by reference, such conflict shall be resolved in every instance in favor of the express provisions of this Sublease, provided that such resolution does not result in or cause a breach of any provision of the Prime Lease.

h. Subtenant shall not in any event have any rights in respect of the Subleased Premises greater than Sublandlord's rights under the Prime Lease and, notwithstanding any provision to the contrary, as to obligations that pertain to the Subleased Premises and are contained in this Sublease by the incorporation by reference of the provisions of the Prime Lease, Sublandlord shall not be required to make any payment or perform any obligation and Sublandlord shall have no liability to Subtenant for any matter whatsoever, except for Sublandlord's obligation to pay the base monthly rent and additional costs due under the Prime Lease.

4. Subtenant's Performance. Subtenant shall timely pay and perform all covenants, agreements and obligations of the tenant under the Prime Lease, except as expressly provided in Section 3 above. Subtenant's failure to perform any such covenants, agreements and obligations shall be a breach of this Sublease.

5. Default. A default by Subtenant pursuant to the terms of the Management Agreement beyond all applicable notice and cure periods contained therein shall be deemed a default by Subtenant under this Sublease and in the event that Subtenant does not cure any such default prior to the expiration of any such notice and cure period, Sublandlord shall have available to it all rights and remedies contained in this Sublease, as incorporated by reference from the Prime Lease, and available at law and in equity.

6. Casualty Damage; Partial Taking. Notwithstanding the incorporation herein of

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Section 8 of the Prime Lease pertaining to damage to the Subleased Premises by fire or other casualty or of Section 18 of the Prime Lease pertaining to a partial taking, Sublandlord shall have no responsibility for the obligations of Prime Landlord thereunder, and Subtenant shall look solely to Prime Landlord in connection therewith; provided that Sublandlord, if and as requested by Subtenant, shall exercise its termination rights under such sections of the Prime Lease. To the extent that any portion of rent payable by the tenant under the Prime Lease is abated pursuant to such sections or otherwise, Subtenant shall be entitled to a corresponding abatement of rent hereunder, calculated as the rent otherwise payable by Subtenant multiplied by a fraction, the numerator of which is the number of rentable square feet within the Subleased Premises for which the abatement is being given and the denominator of which is the total number of rentable square feet in the Subleased Premises.

7. Assignment and Subletting. Subtenant shall not, by operation of law or otherwise, assign, sell, mortgage, pledge or in any manner transfer this Sublease or any interest therein, or sublet the Subleased Premises or any part or parts thereof, or grant any concession or license or otherwise permit occupancy of all or any part of the Subleased Premises by any person, without the prior consent of Sublandlord and Prime Landlord.

8. Surrender. Subtenant shall remove any alterations made to the Subleased Premises by Subtenant both prior to the Effective Date and during the Term as and to the extent required under the Prime Lease. Subtenant confirms that Subtenant will timely perform any and all surrender obligations contained in the Prime Lease.

9. Indemnity. Subtenant shall indemnify, protect, defend with counsel reasonably acceptable to Sublandlord and hold harmless Sublandlord from and against any and all claims, liabilities, judgments, causes of action, damages, costs and expenses (including, without being limited to, reasonable attorneys' and experts' fees and expenses), caused by or arising in connection with (a) a breach of Subtenant's covenants, representations and warranties under this Sublease, (b) the negligence or willful misconduct of Subtenant, or (c) the breach of any of the obligations of the tenant under the Prime Lease arising prior to the Effective Date.

10. Sublandlord's Limited Liability. In the event Sublandlord shall fail to perform any covenant, term or condition of this Sublease on Sublandlord's part required to be performed, or if Subtenant shall make any claim arising out of Subtenant's occupancy or use of the Subleased Premises based upon any action or omission of Sublandlord, Subtenant covenants and agrees to look solely to Sublandlord's interest in the Prime Lease for any recovery of a money judgment from Sublandlord from and after the date of this Sublease. In no event shall the stockholders, partners, directors, officers, agents or employees of Sublandlord (either individually or severally) be personally liable for any such judgment. Furthermore, in no event shall Subtenant be entitled to an award of incidental, consequential or punitive damages arising out of any breach by Sublandlord.

11. Notices. All notices contemplated under this Sublease by and between Sublandlord and Subtenant will be given in writing in accordance with the terms of the Management Agreement. All notices contemplated under this Sublease to be delivered to Prime Landlord shall be given in accordance with Section 26 of the Prime Lease.

12. Brokers. Sublandlord and Subtenant represent to each other that neither party has dealt with any broker or other person who may be owed a commission in connection with the transactions contemplated by this Sublease. Each party agrees to hold the other party harmless from and against all claims for brokerage commissions, finder's fees, or other compensation made by any agent, broker, salesman or finder as a consequence of said party's actions or dealings with such agent, broker, salesman or finder.

13. Binding Effect; Amendments. The provisions of this Sublease shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. This Sublease constitutes the entire agreement between the parties hereto and may not be modified except by an instrument in writing signed by the parties hereto.

14. Severability. Each covenant and agreement contained in this Sublease is a separate and independent covenant and agreement. If any covenant or agreement or the application thereof to any person or circumstance shall to any extent be invalid and unenforceable, the remainder of this Sublease, or the application of such covenant or agreement to persons or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and all other covenants and agreements of this Sublease shall be valid and enforceable to the fullest extent permitted by law.

15. Counterparts. This Sublease may be executed in counterparts, each of which, when taken together as a whole, shall constitute one and the same instrument.

16. Governing Law. This Sublease shall be governed by the laws of the state in which the Subleased Premises is located, without regard to such state's internal conflicts of laws principles.

17. Condition Precedent. This Sublease, and Sublandlord's and Subtenant's respective obligations hereunder, are expressly conditioned upon obtaining the written consent of the Prime Landlord in a form mutually acceptable to Sublandlord and Subtenant. If such consent has not been obtained within thirty (30) days after the Effective Date, either party may terminate this Sublease by written notice to the other, whereupon the parties shall have no further obligation thereafter arising under this Sublease.

[SIGNATURES CONTINUE ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Sublease to be duly executed as of the date first above written.

SUBLANDLORD:

FAMILY CARE PARTNERS MANAGEMENT LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____

SUBTENANT:

COLONIAL FAMILY PRACTICE, LLC
a limited liability company

By: _____
Name: _____
Title: _____

[Signature Page to Sublease]

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EXHIBIT A

Copy of all documents comprising the Prime Lease

(See Attached)

CONFIDENTIAL

FUTUREMED, LLC

COMMERCIAL LEASE AGREEMENT

STATE OF SOUTH CAROLINA, COUNTY OF SUMTER

This Lease Agreement made the 1st day of August, 2015, by and between FutureMed, LLC, (the "Landlord") and Colonial Family Practice, LLC (the "Tenant").

WITNESSETH

The parties hereto agree for themselves, their successors and assigns, as follows:

1. **THE PREMISES.** The Landlord hereby leases to the Tenant, and the Tenant hereby accepts and rents from the Landlord, that certain office space, consisting of approximately 5,663 square feet (the "Premises") located at 742 West Liberty Street, Sumter, SC 29150 (the "Building"). Upon delivery to Tenant for Tenant's occupancy, the Premises, the Land and all improvements on the Land constituting Common Areas shall be in compliance with all applicable laws, regulations, codes and ordinances, including without limitation, the Americans with Disabilities Acts. The leased premises shall include the non-exclusive use by Tenant, its employees and customers, of all common areas, including but not limited to parking areas and sidewalks.

2. **TERM.** The term of this Agreement shall be as follows:

   (a) **Initial Term.** The Initial Term of this Agreement shall commence on the 1st day of the month following the premises being turned over to the Tenant for occupancy (Commencement Date) and shall continue for a period of ten (10) years, ending on the last day of the one hundred twentieth month (the "Initial Term").

   (b) **Extension Terms.** The Tenant has the option to extend this Agreement at the end of the Initial Term for two additional periods of Five (5) years (the "Extension Terms") by giving notice to the Landlord One Hundred Twenty (120) days before the expiration of the Initial Term of this Agreement. Excluding rent, all other provisions of this Agreement shall remain the same during any Extension Terms.

   (c) **Term.** All references in this agreement to the "Term of this Agreement" or the quote "Term" shall be deemed to refer to the initial term and the extension terms, if applicable.

3. **PAYMENT OF RENT.** The Tenant shall pay to the Landlord for the use, enjoyment, and the occupancy of the Premises during the Term, the following sums:

   (a) during the Initial Term, the annual sum ("fixed annual rent")

of one hundred thirteen thousand two hundred sixty dollars ($113,260.00), payable in advance in equal monthly installments ("base monthly rent") of nine thousand four hundred thirty eight dollars and thirty three cents ($9,438.33) commencing on the Commencement date;

All monthly payments of fixed annual rent (the "rent") are payable in advance of the first day of each month during the Term of this Agreement. If the rent for any one month during this Agreement is not paid by the tenth of said month, the Tenant agrees to pay a penalty of ten (10%) percent of one month's rent; further, the Landlord may enforce collection of the amount due, together with the costs of collecting or any other litigation necessary to collect, including reasonable attorney's fees. If Tenant fails to pay any sum of rent and such failure shall continue for ten (10) days following delivery to Tenant of notice of non-payment, Landlord may, at its option, declare this Agreement to be cancelled and enter upon the Premises and eject the Tenant forthwith and collect as damages (a) accrued but unpaid rent, and (b) the present value of the Premises for the same period, discounted at the rate of eight percent per annum. Any such recovery, however, shall be subject to the Landlord's obligations to attempt to rent or lease the Premises for the remaining period to another lessee, or otherwise mitigate its damages. Failure to exercise this option by the Landlord upon default shall not constitute a waiver to exercise the same in the event of a subsequent default.

4. **TAXES AND INSURANCE.** The Tenant shall be responsible for the real property taxes on the Premises during the term of this Agreement as issues by the City of Sumter in the County of Sumter, South Carolina.

In addition, the Tenant agrees to pay all costs and expenses associated with maintaining Hazard Insurance on the subject premises in accordance with the insurance coverage requirements set forth in Section 6 below.

Upon receipt of the actual tax and insurance bills attributable to any calendar year during the Term of this Agreement, the Landlord shall furnish the Tenant with copies of the invoices. Any taxes or insurance premiums shall be paid by the Tenant within thirty days of receipt of the tax or insurance invoices.

5. **INSURANCE AND INDEMNITY.** The Tenant shall be responsible for carrying fire insurance with extended coverage on the Tenant's contents in the building, which include, but are not limited to, the Tenant's inventory, furniture, fixtures, equipment, leasehold improvements, and decor package. This insurance shall provide coverage for breakage of exterior and interior glass in the Premises. In addition, the Tenant shall carry public liability insurance naming the Landlord as an insured and having a minimum coverage of one million dollars ($1,000,000.000) dollars per occurrence. The Tenant shall furnish the Landlord with a certificate of said insurance upon demand. Landlord shall obtain "all risk" property insurance on the Building for the full replacement value thereof, exclusive of leasehold improvements, and liability insurance equivalent and coverage to that required of Tenant. Tenant and Landlord hereby release each other for any loss or damage with is covered by fire or extended coverage insurance as

hereinbefore provided, or which would be covered by such insurance were such insurance so maintained by the parties as required hereunder, even though such loss or damage might have been occasioned by the negligence of Tenant or of Landlord or their respective employees, contractors, or agents. Each party shall therefore look to its own insurance for reimbursement for any such insurable loss to real or personal property. Each party will obtain a corresponding waiver of subrogation provision on behalf of the other party in all of its fire and extended coverage insurance policies.

The Tenant covenants and agrees that it will defend, indemnify, protect and save harmless the Landlord from the claims of all persons arising from negligence or recklessness on the part of the Tenant, its agents, servants, or employees, in its use of the Premises. Nothing in this Agreement, however, shall be interpreted to indemnify the Landlord for its own negligence and recklessness. The Landlord covenants and agrees that it will defend, indemnify, protect and save harmless the Tenant from the claims of all persons arising from negligence or recklessness on the part of the Landlord, its agents, servants ,or employees, in its use of the Land, exclusive of the Premises. Nothing in this Agreement, however, shall be interpreted to indemnify Tenant for its own negligence and recklessness.

7. **UTILITIES.** The Tenant will pay for all janitorial services, grounds maintenance, sewer, water, electricity, gas, heat, air conditioning, telephone and other utilities supplied to the Premises at the actual costs thereof, and, where applicable, as determined metering of usage.

8. **INJURY TO THE PREMISES.** The Landlord and the Tenant hereby expressly agree to the following with respect to injury to the Premises:

(a) If the Premises are injured by fire or other casualty, within ten (10) days after the date on which the injury occurs (the "Injury Date") the Landlord shall ascertain and advise the Tenant in writing whether the damage caused by the injury (the "Damage") could reasonably be repaired within ninety (90) days after the Injury Date (the "Repair Period".)

(b) If the Damage could reasonably be repaired within the Repair Period, then (1) the Tenant shall not be entitled to terminate this Agreement, (2) the Landlord shall repair the Damage with all reasonable speed and shall complete such repair within the Repair Period and (3) the Tenant's rent shall be reduced, pro rata for time and space, to the extent that the Tenant is deprived of the occupancy of any portion of the Premises for the Tenant's purposes by reason of the injury and the making of the repairs. If the Landlord fails to complete the repair of the Damage within the Repair Period (as it may have been extended pursuant to the subsequent provisions of this subsection) the Tenant may, at the Tenant's option and in addition to any remedies that the Tenant may have against the Landlord as a result of such failure, at any time after the expiration of the Repair Period (and any extension thereof) and prior to the completion of the repair of Damage, terminate this Agreement by written notice to the Landlord. If the repair of the Damage by the Landlord is interrupted as a result of any strike or other labor disturbance, governmental restrictions or materials or physical forces beyond the

control of the Landlord, the Landlord shall take all reasonable steps to minimize any delay in the completion of the repair of the damage by reason of any such interruption and the Repair Period shall be extended by the number of days that such interruption or interruptions persist in spite of such efforts of the Landlord.

(c) If the Damage cannot reasonably be repaired within the Repair Period, then the Tenant may terminate this Agreement by written notice to the Landlord within thirty (30) days after the Injury Date. If the Tenant elects not to terminate this Agreement, the Landlord shall repair the Damage with all reasonable speed and the Tenant's rent shall be reduced, pro rata for time and space, to the extent that the Tenant is deprived of the occupancy of any portion of the Premises for the Tenant's purposes by reason of the injury and the making of the repairs.

(d) If the Tenant elects to terminate this Agreement pursuant to the provisions of subsection (c) of this Section, the Tenant's liability for payment for the rent provided for herein shall cease as of the date that notice of the termination is given by the Tenant and the Tenant shall be entitled to a refund of any rent paid with respect to any period subsequent to the termination date. If this Agreement is terminated pursuant to the provisions of subsection (c) of this Section, the Tenant's liability for the payment of the rent provided for herein shall cease as of the Injury Date and the Tenant shall be entitled to a refund of any rent paid with respect to any period subsequent to that date.

9. **REPAIRS TO THE PREMISES.** The Landlord, shall, without expense to the Tenant, maintain and make all necessary repairs to the foundations, load bearing walls, roof, gutters, downspouts, water mains, gas and sewer lines, sidewalks, private roadways, parking areas, and common areas on or appurtenant to the Premises. In addition, the Landlord shall make all repairs to all building systems on or serving the Premises, including the heating and air conditioning system on or serving the Premises at its expense. The Landlord will not be responsible, however, to make any repairs which may have been occasioned or necessitated by the negligence of the Tenant, its agents, employees or invites, but this shall be the responsibility of the Tenant, subject to the provisions of Section 8 above. The Tenant will, at its own expense, keep and maintain in good order during the Term of this Agreement, all other non-structural components of the interior of the Premises, including, without limitation, the entire interior and all window glass, plate glass, doors, non-load bearing walls, floor coverings and lights, and the Tenant will at the end of the Term of this Agreement deliver the Premises to the Landlord in as good a condition as the same were when received by it, excepting only normal wear and tear, loss by casualty and condemnation, and repairs required to be made by the Landlord. Should the Landlord fail in the performance of its obligations under this Section, after notice and a reasonable period to cure, the Tenant may perform such work and will receive credit or reimbursement from the Landlord. Landlord also agrees to perform with reasonable diligence any repair obligations of Tenant, at Tenant's request and at Tenant's sole cost and expense.

10. **ALTERATIONS AND INSTALLATIONS.** The Tenant may from time to time, at its

expense and with the Landlord's approval, paint and decorate the Premises and make such non-structural changes, alterations, additions and improvements as will, in the judgment of the Tenant, better adapt the same for purpose of its business. The Tenant may make structural alterations or additions only with the written approval of the Landlord, which approval shall not be unreasonably withheld.

11. **MECHANIC'S LIEN.** If the Tenant alters or improves the Premises, the Tenant shall, at its own expense, cause to be discharged or released of record within thirty (30) days after filing, all notices of mechanic's liens filed with respect to such alteration or improvements in the Premises or any part thereof, for work or material furnished, which discharge or release of record shall include a discharge or release by bond where, in the Landlord's option, such is deemed appropriate. Should the Tenant fail to comply with any requirement on the Tenant's part to be performed as herein provided, within the time limit for such compliance, the Tenant shall take whatever action the Landlord deems appropriate to cure the default, and the Tenant agrees to pay to the Landlord the reasonable cost to the Landlord of curing any such default, including reasonable attorneys' fees.

12. **RIGHT OF ENTRY.** The Landlord or his agents shall have the right to enter upon the Premises at all times during the Term of this Agreement for the purpose of inspection, maintenance, repair and alteration and to show the same to prospective tenants or purchasers. Tenant shall have the right to be present during any non-emergency entry onto the Premises.

13. **FIXTURES AND PERSONAL PROPERTY.** At the commencement of the Initial Term and during the Term of this Agreement, the Tenant shall have the right, at its own expense, to install and maintain all necessary fixtures, equipment and property. Any trade fixtures, equipment and other property installed in or attached to the Premises by and at the expense of the Tenant shall remain the property of the Tenant, and the Landlord agrees that the Tenant shall have the right, at any time, and from time to time, to remove any and all of its trade fixtures, equipment and other property which it may have stored or installed in the Premises so long as all payments of rent are current. The Tenant agrees to repair any damage to the Premises caused by the removal of its fixtures or personal property.

14. **WATER DAMAGE.** It is expressly agreed and understood by and between the Landlord and the Tenant that the Landlord shall not be liable for any damage or injury by water, which may be sustained by the Tenant resulting from the carelessness, negligence, or improper conduct on the part of any other tenant, its agents, servants, or employees, or by reason of the unexpected breakage, leakage, or obstruction of water or sewer pipes.

15. **SIGNS.** The Landlord and the Tenant accept, acknowledge and agree that any exterior awnings, signs or advertising to be used by the Tenant in connection with the Premises shall be first submitted to the Landlord for approval, which approval shall not be unreasonably withheld and must meet city and county sign ordinances and codes.

16. **CARE OF THE PREMISES---RULES AND REGULATIONS.** The Tenant shall not

perform any acts or carry on any practices which injure the Premises or are a nuisance or menace to other tenants in the vicinity and shall keep the Premises under its control clean and free from rubbish and dirt at all times, and shall store all trash and garbage within the Premises and arrange for the regular removal of such trash and garbage. The Tenant shall, at all times, keep the Premises in a clean and sanitary condition in accordance with the laws, directions, rules and regulations of the governmental agencies having jurisdiction, at the sole cost and expense of the Tenant; and in all respects, the Tenant shall comply with all requirements of law applicable to the Premises.

17. **DEFAULT.** The Landlord and the Tenant accept, acknowledge and agree that in the event that the Tenant is in default of its obligations or covenants pursuant to this Agreement, other than the covenant for the payment of rent which is set forth in Section 3 of this Agreement, and said default shall continue for a period of thirty (30) days after the service of written notice of such default by the Landlord on the Tenant (unless the default cannot be cured within such thirty (30) day period, in which event Tenant will not be in default provided Tenant commences the cure of such default within such thirty (30) day period and thereafter pursues the cure of the default to completion with diligence and without material interruption or delay), then the Landlord may enter into and upon the Premises or any part thereof and repossess the same, with or without terminating this Agreement, and without prejudice to any of their remedies for rent or breach of covenant.

18. **EMINENT DOMAIN.** If the whole of the Premises or such portion thereof as will make the same unsuitable for use by the Tenant is condemned for any public use or purpose by any legally constituted authority, then in either of such events this Agreement shall cease and terminate from the time when possession is taken by such public authority and the rent shall be accounted for between the Landlord and the Tenant as of the date of the surrender or possession. Such terminations shall be without prejudice to the rights of either the Landlord or the Tenant to recover compensation from the condemning authority for any loss or damage caused by such condemnation.

If the Premises is subjected to condemnation as mentioned above, but not to such degree as would make the same unsuitable for the purposes for which the Tenant is using same, as determined by Tenant, then the rent which the Tenant shall pay monthly to the Landlord shall be reduced in the proportion that the part taken bears to the Premises as a whole.

19. **TAXES AND INSURANCE.** The Tenant agrees to pay promptly all taxes and assessments of every kind or nature which are now or hereafter may be imposed or assessed upon the Premises. The Landlord shall not be required to pay any taxes or assessments of any nature imposed or assessed upon fixtures, equipment, merchandise or other property installed in the Premises or brought thereon by the Tenant or any other person, but such shall be the obligation of the Tenant.

The Landlord will also maintain and pay for all adequate fire insurance, with extended coverage, on the Premises. The Tenant will provide for all insurance on its own contents in the Premises.

20. **WARRANTY.** The Landlord covenants and agrees that it has a record fee simple title to the Premises and all easements, rights of way, and appurtenances, and has full right and authority to lease the same upon the conditions herein set forth; and the Tenant shall peacefully and quietly hold and enjoy the Premises for the Term of this Agreement, so long as it does not default in the performance of its obligations pursuant to this Agreement beyond the expiration of any applicable period of notice and cure.

21. **EXERCISE OF RIGHTS.** No remedy herein or otherwise conferred upon or reserved to the Landlord or the Tenant shall be distinct, separate and cumulative and shall be in addition to every other remedy given hereunder, or now or hereafter existing at law or in equity or by statute; and every power and remedy given by the lease to the Landlord or the Tenant may be exercised from time to time as often as the occasion may arise, or as may be deemed expedient. No delay or omission of the Landlord or the Tenant to exercise any right or power arising from any default on the part of the other shall impair any such right or power, or shall be construed to be a waiver of any such default or any acquiescence thereto.

22. **BANKRUPTCY.** In the event the Tenant shall be adjudicated a bankrupt, or a temporary or permanent receiver is appointed for the Tenant in any Federal or State Court, or the Tenant shall otherwise become involved in insolvency or liquidation proceedings which are not dismissed or stayed within sixty (60) days, the Landlord shall have the right, at its option, to immediately terminate this Agreement and resume possession of the property.

23. **NO ASSIGNMENT.** The Tenant may not assign this Agreement nor sublet the Premises or any portion thereof without the prior written consent of the Landlord, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Tenant shall have the right without Landlord's prior consent, to assign this Lease or to sublet all or any portion of the Premises to any affiliate of Tenant or to any entity controlling, controlled by or under common control with Tenant or to any successor to Tenant by merger or the sale of stock or assets provided the assignee, successor or survivor shall continue to operate the business of Tenant as a going concern.

24. **BINDING EFFECT.** This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, assigns, subleases, successors and legal representatives.

25. **TERMINATION.** Either party may terminate this Lease at any time, for any reason by providing one hundred twenty (120) days written notice in accordance with Section 26 of this Lease.

26. **NOTICES.** Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by registered or certified mail to Landlord at the address then fixed for the payment of rent, and to Tenant at the address of the leased property. Either party may by written notice at any time designate a different address to which notices shall subsequently be sent. Any notice required or permitted under this

Lease shall be deemed sufficiently given or served if sent by registered or certified mail to Tenant as follows:

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement as of the 20th day of July, 2015.

Witness: Lauren Thompson

FutureMed, LLC

By: David R Whaley

Print: David R Whaley, MD

Its: Shareholder

Colonial Family Practice, LLC

Witness: Lauren Thompson

By: Clay Lowder

Print: Clay Lowder

Its: Managing Partner

SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT ("Sublease") is made on December 22, 2015 (the "Effective Date"), by and between Family Care Partners Management LLC, a Delaware limited liability company ("Sublandlord"), and Colonial Family Practice, LLC, a South Carolina limited liability company ("Subtenant").

BACKGROUND

A. Pursuant to a certain Lease Agreement, dated January 24, 2014 (the "Prime Lease"), Sublandlord leases from OMK, LLC, a South Carolina limited liability company ("Prime Landlord"), approximately 2,908 square feet of space (the "Subleased Premises") located in the building having an address at 698 Bultman Drive, Sumter, South Carolina 29150 (the "Building"). All capitalized terms used but not defined herein shall have the meanings established for such terms in the Prime Lease.

B. Sublandlord and Subtenant are entering into a certain Management Services Agreement ("Management Agreement") on or about the Effective Date, pursuant to which Sublandlord has agreed to provide Subtenant with certain facilities and office space for the operation of Subtenant's business.

C. Subject to, and in accordance with, the terms and conditions hereinafter set forth, Sublandlord desires to sublease to Subtenant, and Subtenant desires to rent from Sublandlord, the Subleased Premises.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements contained herein, the parties hereto, each intending to be legally bound and to bind its respective successors and assigns, agree as follows:

1. Sublease Grant. For the Term (as defined below) and upon the terms, covenants and conditions herein set forth, Sublandlord hereby subleases to Subtenant, and Subtenant hereby subleases from Sublandlord, the Subleased Premises, together with the non-exclusive right with Prime Landlord and any other occupants of the Building to use all of the common areas, if any. During the Term, Subtenant shall have the right to receive and enjoy the benefit of the services required to be provided by Prime Landlord under the Prime Lease.

2. Subordinate to Prime Lease; Delivery Condition; Allocation of Liability.

a. This Sublease is and shall be subject and subordinate to the Prime Lease and to the matters to which the Prime Lease is or shall be subject and subordinate. A copy of the Prime Lease is attached hereto as Exhibit A. If for any reason the term of the Prime Lease shall terminate prior to the expiration date of this Sublease, this Sublease shall thereupon be automatically and immediately terminated and Sublandlord shall not be liable to Subtenant by reason thereof.

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b. Subtenant hereby acknowledges that Subtenant is accepting the Subleased Premises in its "as-is, where-is condition, with all faults", without any representations and warranties by Sublandlord.

3. Incorporation of Prime Lease.

a. Except as expressly set forth below, (i) every provision of the Prime Lease shall be deemed incorporated into, and made a part of, this Sublease by reference notwithstanding that such provisions are not restated herein; (ii) each reference in the Prime Lease to "Lease" shall be deemed a reference to this Sublease; (iii) each reference in the Prime Lease to the "premises", "demised premises" or "leased premises" shall be deemed a reference to the Subleased Premises under this Sublease; (iv) each reference in the Prime Lease to "Landlord" and "Tenant" shall be deemed a reference to "Sublandlord" and "Subtenant", respectively; (v) each reference in the Prime Lease to the "term" shall be deemed a reference to the Term under this Sublease; and (vi) each reference to the "date of this lease" or other similar phrase in the Prime Lease shall be deemed to be a reference to the date of this Sublease. However, notwithstanding the foregoing, Sublandlord is not assuming, and shall not be responsible or liable for Prime Landlord's obligation to perform any agreement or obligation or provide any service on the part of the "Landlord" under the Prime Lease, including, without limitation, any obligation to perform maintenance, repairs or replacement work or tenant improvement work or to rebuild following a casualty or condemnation affecting the Subleased Premises. In the event Prime Landlord fails to perform or observe any agreement or obligation on the part of Prime Landlord to be performed or observed pursuant to the Prime Lease, then, promptly following Subtenant's request, Sublandlord shall take reasonable, appropriate action against Prime Landlord, as permitted by law or by the terms of the Prime Lease, to enforce such agreements and obligations of Prime Landlord.

b. For purposes of incorporation by reference into this Sublease, the "term" as used in Section 2 of the Prime Lease shall refer to the time period commencing on the Effective Date of this Sublease and terminating in accordance with the terms of the Prime Lease (the "Term") unless (i) earlier terminated pursuant to the terms of this Sublease, or (ii) the Management Agreement is terminated in which case this Sublease shall immediately terminate and become null and void except for those obligations and liabilities of the parties that expressly survive the termination of this Sublease.

c. Notwithstanding the foregoing, the following provisions of the Prime Lease are hereby excluded from this Sublease: Sections 4, 5, and 13.

d. The time limits contained in the Prime Lease for the giving of notices, making of demands or performing of any act, condition or covenant on the part of the tenant thereunder, or for the exercise by the tenant thereunder of any right, remedy or option, are changed for the purposes of incorporation herein by reference by shortening the same in each instance by two (2) days, so that in each instance Subtenant shall have two (2) days less time to observe or perform hereunder than Sublandlord has as the tenant under the Prime Lease.

e. The rights of Prime Landlord under the Prime Lease may be enforced by, and are for the benefit of, both Sublandlord and Prime Landlord. Subtenant shall not do or

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permit to be done any act or thing which may constitute a breach or violation of any term, covenant or condition of the Prime Lease by the tenant thereunder, whether or not such act or thing is permitted under the provisions of this Sublease.

f. Notwithstanding anything to the contrary in this Sublease, with respect to any approval required to be obtained from the "Landlord" under the Prime Lease, such consent must be obtained from both the Prime Landlord and Sublandlord.

g. Any non-liability, indemnity or hold harmless provision in the Prime Lease for the benefit of Prime Landlord that is incorporated herein by reference, shall be deemed to inure to the benefit of Sublandlord, Prime Landlord and any other person intended to be benefited by said provision, for the purpose of incorporation by reference in this Sublease. Any right of Prime Landlord of access or inspection and any right of the landlord under the Prime Lease to do work in the Subleased Premises and any right of Prime Landlord in respect of rules and regulations shall be deemed to inure to the benefit of Sublandlord, Prime Landlord and any other person intended to be benefited by said provision, for the purpose of incorporation by reference in this Sublease. If any of the express provisions of this Sublease shall conflict with any of the provisions incorporated by reference, such conflict shall be resolved in every instance in favor of the express provisions of this Sublease, provided that such resolution does not result in or cause a breach of any provision of the Prime Lease.

h. Subtenant shall not in any event have any rights in respect of the Subleased Premises greater than Sublandlord's rights under the Prime Lease and, notwithstanding any provision to the contrary, as to obligations that pertain to the Subleased Premises and are contained in this Sublease by the incorporation by reference of the provisions of the Prime Lease, Sublandlord shall not be required to make any payment or perform any obligation and Sublandlord shall have no liability to Subtenant for any matter whatsoever, except for Sublandlord's obligation to pay the base rent plus CAM charges due under the Prime Lease.

4. Subtenant's Performance. Subtenant shall timely pay and perform all covenants, agreements and obligations of the tenant under the Prime Lease, except as expressly provided in Section 3 above. Subtenant's failure to perform any such covenants, agreements and obligations shall be a breach of this Sublease.

5. Default. A default by Subtenant pursuant to the terms of the Management Agreement beyond all applicable notice and cure periods contained therein shall be deemed a default by Subtenant under this Sublease and in the event that Subtenant does not cure any such default prior to the expiration of any such notice and cure period, Sublandlord shall have available to it all rights and remedies contained in this Sublease, as incorporated by reference from the Prime Lease, and available at law and in equity.

6. Casualty Damage; Partial Taking. Notwithstanding the incorporation herein of Section 9 of the Prime Lease pertaining to damage to the Subleased Premises by fire or other casualty or rights under common law pertaining to a partial taking, Sublandlord shall have no responsibility for the obligations of Prime Landlord thereunder, and Subtenant shall look solely to Prime Landlord in connection therewith; provided that Sublandlord, if and as requested by

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Subtenant, shall exercise its termination rights under the Prime Lease or common law, if any. To the extent that any portion of rent payable by the tenant under the Prime Lease is abated pursuant to such section, common law or otherwise, Subtenant shall be entitled to a corresponding abatement of rent hereunder, calculated as the rent otherwise payable by Subtenant multiplied by a fraction, the numerator of which is the number of rentable square feet within the Subleased Premises for which the abatement is being given and the denominator of which is the total number of rentable square feet in the Subleased Premises.

7. Assignment and Subletting. Subtenant shall not, by operation of law or otherwise, assign, sell, mortgage, pledge or in any manner transfer this Sublease or any interest therein, or sublet the Subleased Premises or any part or parts thereof, or grant any concession or license or otherwise permit occupancy of all or any part of the Subleased Premises by any person, without the prior consent of Sublandlord and Prime Landlord.

8. Surrender. Subtenant shall remove any alterations made to the Subleased Premises by Subtenant both prior to the Effective Date and during the Term as and to the extent required under the Prime Lease. Subtenant confirms that Subtenant will timely perform any and all surrender obligations contained in the Prime Lease.

9. Indemnity. Subtenant shall indemnify, protect, defend with counsel reasonably acceptable to Sublandlord and hold harmless Sublandlord from and against any and all claims, liabilities, judgments, causes of action, damages, costs and expenses (including, without being limited to, reasonable attorneys' and experts' fees and expenses), caused by or arising in connection with (a) a breach of Subtenant's covenants, representations and warranties under this Sublease, (b) the negligence or willful misconduct of Subtenant, or (c) the breach of any of the obligations of the tenant under the Prime Lease arising prior to the Effective Date.

10. Sublandlord's Limited Liability. In the event Sublandlord shall fail to perform any covenant, term or condition of this Sublease on Sublandlord's part required to be performed, or if Subtenant shall make any claim arising out of Subtenant's occupancy or use of the Subleased Premises based upon any action or omission of Sublandlord, Subtenant covenants and agrees to look solely to Sublandlord's interest in the Prime Lease for any recovery of a money judgment from Sublandlord from and after the date of this Sublease. In no event shall the stockholders, partners, directors, officers, agents or employees of Sublandlord (either individually or severally) be personally liable for any such judgment. Furthermore, in no event shall Subtenant be entitled to an award of incidental, consequential or punitive damages arising out of any breach by Sublandlord.

11. Notices. All notices contemplated under this Sublease by and between Sublandlord and Subtenant will be given in writing in accordance with the terms of the Management Agreement.

12. Brokers. Sublandlord and Subtenant represent to each other that neither party has dealt with any broker or other person who may be owed a commission in connection with the transactions contemplated by this Sublease. Each party agrees to hold the other party harmless from and against all claims for brokerage commissions, finder's fees, or other compensation

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made by any agent, broker, salesman or finder as a consequence of said party's actions or dealings with such agent, broker, salesman or finder.

13. Binding Effect; Amendments. The provisions of this Sublease shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. This Sublease constitutes the entire agreement between the parties hereto and may not be modified except by an instrument in writing signed by the parties hereto.

14. Severability. Each covenant and agreement contained in this Sublease is a separate and independent covenant and agreement. If any covenant or agreement or the application thereof to any person or circumstance shall to any extent be invalid and unenforceable, the remainder of this Sublease, or the application of such covenant or agreement to persons or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and all other covenants and agreements of this Sublease shall be valid and enforceable to the fullest extent permitted by law.

15. Counterparts. This Sublease may be executed in counterparts, each of which, when taken together as a whole, shall constitute one and the same instrument.

16. Governing Law. This Sublease shall be governed by the laws of the state in which the Subleased Premises is located, without regard to such state's internal conflicts of laws principles.

17. Condition Precedent. This Sublease, and Sublandlord's and Subtenant's respective obligations hereunder, are expressly conditioned upon obtaining the written consent of the Prime Landlord in a form mutually acceptable to Sublandlord and Subtenant. If such consent has not been obtained within thirty (30) days after the Effective Date, either party may terminate this Sublease by written notice to the other, whereupon the parties shall have no further obligation thereafter arising under this Sublease.

[SIGNATURES CONTINUE ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Sublease to be duly executed as of the date first above written.

SUBLANDLORD:

FAMILY CARE PARTNERS MANAGEMENT LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____

SUBTENANT:

COLONIAL FAMILY PRACTICE, LLC
a limited liability company

By: _____
Name: _____
Title: _____

[Signature Page to Sublease]

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EXHIBIT A

Copy of all documents comprising the Prime Lease

(See Attached)

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EIN: 02-0626080 803-773-1477 Colonial eyecare 698 Bultman

STATE OF SOUTH CAROLINA)
)
COUNTY OF SUMTER)

LEASE AGREEMENT

This Lease Agreement is made and entered into this 24th day of January, 2014 by and between **OMK, LLC**, herein referred to as "Landlord", and **Colonial Family Practice**, hereinafter referred to as "Tenant".

W I T N E S S E T H:

1. **PREMISES:** In consideration of the rents to be paid as set out hereunder, Landlord hereby agrees to rent unto the Tenant for its sole and exclusive use for the term of this Lease, as set out hereunder, 698 Bultman Drive, Sumter, SC, being a 2908 SF space located in Plantation Pointe.

2. **TERM:** The term of this Lease shall be for a period of three years commencing February 1, 2014 and ending January 31, 2017.

3. **COMPENSATION:** All rent will be paid in advance in equal monthly installments of $2350.00 base rent plus estimated CAM charge of $150.00 for a total payment of $2500.00 on the first day of each month. If rent has not been paid by the tenth day of the month, a late fee of 25.00 will be charged, as well as an additional late fee of 10.00 per day for every day thereafter.

4. **SUB-LEASING:** Tenant shall not assign this Lease nor lease all or any part of the demised premises without the written consent of the Landlord, no reasonable request withheld.

5. **MAINTENANCE AND REPAIRS:** Landlord shall make and pay for all repairs to the exterior of the building of which the

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leased premises are a part, including, but not limited to, repairs to the roof (including drains, downspouts, flashing, and parapets), exterior walls and foundations. If the Landlord is required to make any repairs by reason of the Tenant's negligent acts or omissions to act, Landlord may add the cost of such repairs to the rent, which shall thereafter become due. The Tenant shall make and pay for all repairs to the interior of the leased premises and shall replace all things necessary to keep the same in a good state of repair, such as, but not limited to, all fixtures, furnishings, plumbing, heating, electrical installations, lighting (including ballast), floor surfaces, doors and signs of Tenant. Tenant shall not be responsible for replacing the major components of the heating and air-conditioning system, which shall be any single expense over $500.00, which obligation shall be the obligation of the Landlord. The Tenant shall at all times keep the leased premises as well as the rear stairwell in good order, condition and repair and in reasonable satisfactory condition of cleanliness, including reasonable periodic painting of the interior of the leased premises or replacement of floor covering, damage by unavoidable casualty excepted, and Tenant shall make such other repairs in and to the leased premises not specified as the responsibility of the Landlord. In addition, the Tenant shall install, repair, replace and maintain fire extinguisher and other fire preventative

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equipment in the leased premises in accordance with the recommendations of requirements of the Landlord's fire insurance carrier and in accordance with applicable governmental codes and regulations.

If Tenant refuses or neglects to repair property as required hereunder and to the reasonable satisfaction of the Landlord, as soon as reasonably possible after written demand, the Landlord may make such repairs without liability to Tenant for any loss or damage that may accrue to Tenant's property or Tenant's business by reason thereof, and, upon completion thereof, Tenant shall pay Landlord's cost of making such repairs plus twenty (20%) percent for overhead, upon presentation of a bill therefor, as additional rent. Likewise, if the Landlord refuses to or neglects to repair the property as required hereunder to the reasonable satisfaction of the Tenant as soon as reasonable possible after written demand, the Tenant may make such repairs, without liability to the Landlord for loss or damage that may accrue to Landlord's property or business by reason thereof, and upon completion thereof, the Landlord shall pay the Tenant's cost of making such repairs plus twenty (20%) percent for overhead, upon presentation of a bill therefor, and Tenant may deduct such costs from his rent payments.

The Tenant shall replace all glass broken or damaged after commencement of this lease.

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6. **UTILITY COSTS:** Tenant shall pay all utility costs and expenses for the leased premises.

7. **PARKING AREAS:** The Tenant shall have the joint use with the other tenants of the parking area and driveways.

8. **COMMON AREA MAINTENANCE:** The parking lot maintenance, landscape maintenance, dumpster and area lights will be prorated between Tenants of the building bases on each Tenant's portion of square footage they are occupying. Tenant will be billed annually for any overages in Common Area Maintenance.

9. **DAMAGE OR DESTRUCTION BY FIRE, ETC:** In the event that the premises shall be damaged in whole or in part by fire, flood, tornado, by the elements, or through any casualty or otherwise, after the commencement of this Lease, the Landlord shall have the option to exercise within thirty (30) days following such damage of terminating this Lease. If the Landlord chooses not to terminate the Lease, Landlord shall, at his expense, properly restore, repair or rebuild the same to the same condition as existed immediately prior to such damage or destruction. Should all or a portion of the premises be made untenantable by such damage, rent and additional rent, if any, shall be adjusted proportionately from the date of such damage or destruction until ten (10) days after the Landlord has repaired or restored said building.

10. **BUSINESS TO BE CONDUCTED BY TENANT:** It is hereby

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understood and agreed that the premises are being leased to the Tenant for use as a medical office.

11. **INDEMNIFICATION OF LANDLORD:** Tenant hereby covenants and agrees to indemnify, save and hold harmless the Landlord against any and all losses, damages and expenses incurred or sustained, including attorney's fees, because of, or in consequence of, Tenant's negligence or that of his agents or servants, from the destruction of and/or injury or damage to any life, person or property, in or upon the demised premises or any portion thereof, or growing out of its existence, use or occupation, it being intended that said Tenant, when negligent through his agents or servants, shall indemnify said Landlord from any and all injuries, damages, claims and liabilities for which said Landlord might be held responsible.

12. **DEFAULT:** It is agreed that should any payment of rent as provided for herein be as much as thirty (30) days in arrears, and which is not cured within ten days of certified written notice, or should the terms of this lease be otherwise violated in any particular, the Landlord should have the right to terminate this Lease and re-enter and repossess the leased premises without prejudice to Landlord's rights (a) to distrain for all rent unpaid at such time; and (b) to take such other alternative or additional action in law or in equity as may be available as a remedy to the Landlord.

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13. **ARBITRATION:** Any question or problem which arises between the parties out of or as a result of this Lease shall be then resolved by the parties; and, in the case of continuing disagreement any such problem shall be submitted to arbitration on the written request of either party, in which case each party shall appoint an arbiter, the two so appointed to select a third with the three serving as an arbitration board. The findings of the arbitration board shall be binding upon the parties.

14. **SIGNS:** The design and color and location of any signs must be approved by the Landlord.

15. **TENANT FIXTURES:** Tenant has the right to remove any fixtures added to the lease space, but must return the space back to its original condition on the date of the commencement of this lease. These would be fixtures other than what has been installed in the lease space by the Landlord.

16. **TAXES:** (The Landlord shall be responsible for the base year property taxes, which shall be defined as the tax amount for the year 2014.) Any increase in property taxes over the base year property taxes shall be paid by the tenants of the building on a pro-rata share based on the square footage they occupy in the building. The Landlord will bill the tenants for any overage on an annual basis.

17. **INSURANCE:** Tenant agrees that upon taking occupancy of the premises, and will maintain on the premises public

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liability insurance with the Landlord and Tenant as an insured, with an amount no less than One Million Dollars ($1,000,000.00) Dollars for injuries and damages to any one person and One Million Dollars $1,000,000.00) Dollars for injuries and damages to more than one person arising from the same incident and One Million Dollars ($1,000,000.00) Dollars property damage; in conjunction with same, the Tenant agrees that during the period of the Lease, he shall indemnify and hold harmless the Landlord from any claims of the Tenant, his agents or servants, or from any third party arising from the use or occupancy of the premises by the Tenant; the Tenant agrees to name **OMK, LLC** as an "additional insured' and shall furnish a copy or the policy required by this paragraph to the Landlord. The landlord shall be responsible for the base year insurance, which shall be defined as year 2014. Any increase in insurance over the base year insurance costs shall be paid by the tenants of the building on a pro-rata share based on the square footage they occupy in the building. The Landlord will bill the tenants for any overage on an annual basis.

THIS AGREEMENT shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, assigns, successors and personal representatives.

WITNESS the hands and seals of the parties hereto this

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30th day of Jan 2014.

Signed, sealed and delivered in the presence of:

Colonial Family Practice, Tenant

Witness as to Tenant

by: Clay Lowder, MD
POC: Lissa Lara 843-412-1590
Lissa.lara@colonialfamilypractice.com

OMK, LLC, Landlord

Witness as to Landlord

by: O. Mack Kolb

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SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT ("Sublease") is made on December 22, 2015 (the "Effective Date"), by and between Family Care Partners Management LLC, a Delaware limited liability company ("Sublandlord"), and Colonial Family Practice, LLC, a South Carolina limited liability company ("Subtenant").

BACKGROUND

A. Pursuant to a certain Lease Agreement, dated December 17, 2012 (the "Prime Lease"), Sublandlord leases from C & M Enterprises, General Partnership ("Prime Landlord"), approximately 2,600 square feet of space (the "Subleased Premises") located in the building having an address at 215 W. Hampton Avenue, Sumter, South Carolina 29150 (the "Building"). All capitalized terms used but not defined herein shall have the meanings established for such terms in the Prime Lease.

B. Sublandlord and Subtenant are entering into a certain Management Services Agreement ("Management Agreement") on or about the Effective Date, pursuant to which Sublandlord has agreed to provide Subtenant with certain facilities and office space for the operation of Subtenant's business.

C. Subject to, and in accordance with, the terms and conditions hereinafter set forth, Sublandlord desires to sublease to Subtenant, and Subtenant desires to rent from Sublandlord, the Subleased Premises.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements contained herein, the parties hereto, each intending to be legally bound and to bind its respective successors and assigns, agree as follows:

1. Sublease Grant. For the Term (as defined below) and upon the terms, covenants and conditions herein set forth, Sublandlord hereby subleases to Subtenant, and Subtenant hereby subleases from Sublandlord, the Subleased Premises, together with the non-exclusive right with Prime Landlord and any other occupants of the Building to use all of the common areas. During the Term, Subtenant shall have the right to receive and enjoy the benefit of the services required to be provided by Prime Landlord under the Prime Lease.

2. Subordinate to Prime Lease; Delivery Condition; Allocation of Liability.

a. This Sublease is and shall be subject and subordinate to the Prime Lease and to the matters to which the Prime Lease is or shall be subject and subordinate. A copy of the Prime Lease is attached hereto as Exhibit A. If for any reason the term of the Prime Lease shall terminate prior to the expiration date of this Sublease, this Sublease shall thereupon be automatically and immediately terminated and Sublandlord shall not be liable to Subtenant by reason thereof.

b. Subtenant hereby acknowledges that Subtenant is accepting the Subleased Premises in its "as-is, where-is condition, with all faults", without any representations and warranties by Sublandlord.

3. Incorporation of Prime Lease.

a. Except as expressly set forth below, (i) every provision of the Prime Lease shall be deemed incorporated into, and made a part of, this Sublease by reference notwithstanding that such provisions are not restated herein; (ii) each reference in the Prime Lease to "Lease" shall be deemed a reference to this Sublease; (iii) each reference in the Prime Lease to the "premises", "demised premises" or "leased premises" shall be deemed a reference to the Subleased Premises under this Sublease; (iv) each reference in the Prime Lease to "Landlord" and "Tenant" shall be deemed a reference to "Sublandlord" and "Subtenant", respectively; (v) each reference in the Prime Lease to the "term" shall be deemed a reference to the Term under this Sublease; and (vi) each reference to the "date of this lease" or other similar phrase in the Prime Lease shall be deemed to be a reference to the date of this Sublease. However, notwithstanding the foregoing, Sublandlord is not assuming, and shall not be responsible or liable for Prime Landlord's obligation to perform any agreement or obligation or provide any service on the part of the "Landlord" under the Prime Lease, including, without limitation, any obligation to perform maintenance, repairs or replacement work or tenant improvement work or to rebuild following a casualty or condemnation affecting the Subleased Premises. In the event Prime Landlord fails to perform or observe any agreement or obligation on the part of Prime Landlord to be performed or observed pursuant to the Prime Lease, then, promptly following Subtenant's request, Sublandlord shall take reasonable, appropriate action against Prime Landlord, as permitted by law or by the terms of the Prime Lease, to enforce such agreements and obligations of Prime Landlord.

b. For purposes of incorporation by reference into this Sublease, the "term" as used in Section 2 of the Prime Lease shall refer to the time period commencing on the Effective Date of this Sublease and continuing on a month-to-month basis (the "Term") unless (i) earlier terminated pursuant to the terms of this Sublease, or (ii) the Management Agreement is terminated in which case this Sublease shall immediately terminate and become null and void except for those obligations and liabilities of the parties that expressly survive the termination of this Sublease.

c. Notwithstanding the foregoing, the following provisions of the Prime Lease are hereby excluded from this Sublease: Sections 4, 5, 6, and 13.

d. The time limits contained in the Prime Lease for the giving of notices, making of demands or performing of any act, condition or covenant on the part of the tenant thereunder, or for the exercise by the tenant thereunder of any right, remedy or option, are changed for the purposes of incorporation herein by reference by shortening the same in each instance by two (2) days, so that in each instance Subtenant shall have two (2) days less time to observe or perform hereunder than Sublandlord has as the tenant under the Prime Lease.

e. The rights of Prime Landlord under the Prime Lease may be enforced by, and are for the benefit of, both Sublandlord and Prime Landlord. Subtenant shall not do or

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permit to be done any act or thing which may constitute a breach or violation of any term, covenant or condition of the Prime Lease by the tenant thereunder, whether or not such act or thing is permitted under the provisions of this Sublease.

f. Notwithstanding anything to the contrary in this Sublease, with respect to any approval required to be obtained from the "Landlord" under the Prime Lease, such consent must be obtained from both the Prime Landlord and Sublandlord.

g. Any non-liability, indemnity or hold harmless provision in the Prime Lease for the benefit of Prime Landlord that is incorporated herein by reference, shall be deemed to inure to the benefit of Sublandlord, Prime Landlord and any other person intended to be benefited by said provision, for the purpose of incorporation by reference in this Sublease. Any right of Prime Landlord of access or inspection and any right of the landlord under the Prime Lease to do work in the Subleased Premises and any right of Prime Landlord in respect of rules and regulations shall be deemed to inure to the benefit of Sublandlord, Prime Landlord and any other person intended to be benefited by said provision, for the purpose of incorporation by reference in this Sublease. If any of the express provisions of this Sublease shall conflict with any of the provisions incorporated by reference, such conflict shall be resolved in every instance in favor of the express provisions of this Sublease, provided that such resolution does not result in or cause a breach of any provision of the Prime Lease.

h. Subtenant shall not in any event have any rights in respect of the Subleased Premises greater than Sublandlord's rights under the Prime Lease and, notwithstanding any provision to the contrary, as to obligations that pertain to the Subleased Premises and are contained in this Sublease by the incorporation by reference of the provisions of the Prime Lease, Sublandlord shall not be required to make any payment or perform any obligation and Sublandlord shall have no liability to Subtenant for any matter whatsoever, except for Sublandlord's obligation to pay the monthly installments of rent and CAM costs due under the Prime Lease.

4. Subtenant's Performance. Subtenant shall timely pay and perform all covenants, agreements and obligations of the tenant under the Prime Lease, except as expressly provided in Section 3 above. Subtenant's failure to perform any such covenants, agreements and obligations shall be a breach of this Sublease.

5. Default. A default by Subtenant pursuant to the terms of the Management Agreement beyond all applicable notice and cure periods contained therein shall be deemed a default by Subtenant under this Sublease and in the event that Subtenant does not cure any such default prior to the expiration of any such notice and cure period, Sublandlord shall have available to it all rights and remedies contained in this Sublease, as incorporated by reference from the Prime Lease, and available at law and in equity.

6. Casualty Damage; Partial Taking. Notwithstanding the incorporation herein of Section 9 of the Prime Lease pertaining to damage to the Subleased Premises by fire or other casualty or rights under common law pertaining to a partial taking, Sublandlord shall have no responsibility for the obligations of Prime Landlord thereunder, and Subtenant shall look solely

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to Prime Landlord in connection therewith; provided that Sublandlord, if and as requested by Subtenant, shall exercise its termination rights under the Prime Lease or common law, if any. To the extent that any portion of rent payable by the tenant under the Prime Lease is abated pursuant to such section, common law or otherwise, Subtenant shall be entitled to a corresponding abatement of rent hereunder, calculated as the rent otherwise payable by Subtenant multiplied by a fraction, the numerator of which is the number of rentable square feet within the Subleased Premises for which the abatement is being given and the denominator of which is the total number of rentable square feet in the Subleased Premises.

7. Assignment and Subletting. Subtenant shall not, by operation of law or otherwise, assign, sell, mortgage, pledge or in any manner transfer this Sublease or any interest therein, or sublet the Subleased Premises or any part or parts thereof, or grant any concession or license or otherwise permit occupancy of all or any part of the Subleased Premises by any person, without the prior consent of Sublandlord and Prime Landlord.

8. Surrender. Subtenant shall remove any alterations made to the Subleased Premises by Subtenant both prior to the Effective Date and during the Term as and to the extent required under the Prime Lease. Subtenant confirms that Subtenant will timely perform any and all surrender obligations contained in the Prime Lease.

9. Indemnity. Subtenant shall indemnify, protect, defend with counsel reasonably acceptable to Sublandlord and hold harmless Sublandlord from and against any and all claims, liabilities, judgments, causes of action, damages, costs and expenses (including, without being limited to, reasonable attorneys' and experts' fees and expenses), caused by or arising in connection with (a) a breach of Subtenant's covenants, representations and warranties under this Sublease, (b) the negligence or willful misconduct of Subtenant, or (c) the breach of any of the obligations of the tenant under the Prime Lease arising prior to the Effective Date.

10. Sublandlord's Limited Liability. In the event Sublandlord shall fail to perform any covenant, term or condition of this Sublease on Sublandlord's part required to be performed, or if Subtenant shall make any claim arising out of Subtenant's occupancy or use of the Subleased Premises based upon any action or omission of Sublandlord, Subtenant covenants and agrees to look solely to Sublandlord's interest in the Prime Lease for any recovery of a money judgment from Sublandlord from and after the date of this Sublease. In no event shall the stockholders, partners, directors, officers, agents or employees of Sublandlord (either individually or severally) be personally liable for any such judgment. Furthermore, in no event shall Subtenant be entitled to an award of incidental, consequential or punitive damages arising out of any breach by Sublandlord.

11. Notices. All notices contemplated under this Sublease by and between Sublandlord and Subtenant will be given in writing in accordance with the terms of the Management Agreement.

12. Brokers. Sublandlord and Subtenant represent to each other that neither party has dealt with any broker or other person who may be owed a commission in connection with the transactions contemplated by this Sublease. Each party agrees to hold the other party harmless

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from and against all claims for brokerage commissions, finder's fees, or other compensation made by any agent, broker, salesman or finder as a consequence of said party's actions or dealings with such agent, broker, salesman or finder.

13. Binding Effect; Amendments. The provisions of this Sublease shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. This Sublease constitutes the entire agreement between the parties hereto and may not be modified except by an instrument in writing signed by the parties hereto.

14. Severability. Each covenant and agreement contained in this Sublease is a separate and independent covenant and agreement. If any covenant or agreement or the application thereof to any person or circumstance shall to any extent be invalid and unenforceable, the remainder of this Sublease, or the application of such covenant or agreement to persons or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and all other covenants and agreements of this Sublease shall be valid and enforceable to the fullest extent permitted by law.

15. Counterparts. This Sublease may be executed in counterparts, each of which, when taken together as a whole, shall constitute one and the same instrument.

16. Governing Law. This Sublease shall be governed by the laws of the state in which the Subleased Premises is located, without regard to such state's internal conflicts of laws principles.

17. Condition Precedent. This Sublease, and Sublandlord's and Subtenant's respective obligations hereunder, are expressly conditioned upon obtaining the written consent of the Prime Landlord in a form mutually acceptable to Sublandlord and Subtenant. If such consent has not been obtained within thirty (30) days after the Effective Date, either party may terminate this Sublease by written notice to the other, whereupon the parties shall have no further obligation thereafter arising under this Sublease.

[SIGNATURES CONTINUE ON NEXT PAGE]

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IN WITNESS WHEREOF, the parties have caused this Sublease to be duly executed as of the date first above written.

SUBLANDLORD:

FAMILY CARE PARTNERS MANAGEMENT LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____

SUBTENANT:

COLONIAL FAMILY PRACTICE, LLC
a limited liability company

By: _____
Name: _____
Title: _____

[Signature Page to Sublease]

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EXHIBIT A

Copy of all documents comprising the Prime Lease

(See Attached)

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STATE OF SOUTH CAROLINA)
)
COUNTY OF SUMTER)

LEASE AGREEMENT

This Lease Agreement is made and entered into this 17th day of December, 2012 by and between **C & M Enterprises, General Partnership,** herein referred to as "Landlord", and **Colonial Family Practice,** hereinafter referred to as "Tenant".

W I T N E S S E T H:

1. **PREMISES:** In consideration of the rents to be paid as set out hereunder, Landlord hereby agrees to rent unto the Tenant for its sole and exclusive use for the term of this Lease, a 2600 sq. ft. office at 215 W. Hampton Avenue, Sumter, SC.

2. **TERM:** The term of this Lease shall be for a period of one year commencing March 1, 2013 and ending February 28, 2014.

3. **COMPENSATION:** All rent will be paid in advance in equal monthly installments of $2130.00, $2050.00 base rent, $80.00 Common Area Maintenance, on the first day of each month beginning March 1, 2013. If rent has not been paid by the tenth day of the month, a late fee of 25.00 will be charged, as well as an additional late fee of 10.00 per day for every day thereafter.

4. **OPTION TO RENEW:** Tenant shall have the right to renew the lease for an additional one-year term by giving the Landlord at least 90 days written notice prior to the end of the original lease term. The base rent shall increase by $100.00 and Common Area Maintenance fees will be based on the amount being charged per square foot at the time of the renewal.

5. **SUB-LEASING:** Tenant shall not assign this Lease nor lease all or any part of the demised premises without the written consent of the Landlord, no reasonable request withheld.

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6. **MAINTENANCE AND REPAIRS:** Landlord shall make and pay for all repairs to the exterior of the building of which the leased premises are a part, including, but not limited to, repairs to the roof (including drains, downspouts, flashing, and parapets), exterior walls and foundations. If the Landlord is required to make any repairs by reason of the Tenant's negligent acts or omissions to act, Landlord may add the cost of such repairs to the rent, which shall thereafter become due. The Tenant shall make and pay for replacement of light bulbs, and changing the air filters for the HVAC. Landlord shall be responsible for repairs to light fixtures, plumbing, electrical installations, heating and air maintenance and floor surfaces except for repairs necessary due to damage done by Tenant or clients of the Tenant. Tenant shall at all times keep the leased premises (including the maintenance and cleaning of exterior entrances, all glass and signs, and all partitions, doors, fixtures, equipment and appurtenances thereof) in good order, condition and repair, and in reasonable satisfactory condition of cleanliness, and Tenant shall make such other repairs in and to the leased premises not specified as the responsibility of the Landlord. In addition, the Tenant shall install, repair, replace and maintain fire extinguishers on the premises.

If Tenant refuses or neglects to repair property as required hereunder and to the reasonable satisfaction of the Landlord, as soon as reasonably possible after written demand, the Landlord may make such repairs without liability to Tenant for any loss or damage that may accrue to Tenant's property or Tenant's business by reason

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thereof, and, upon completion thereof, Tenant shall pay Landlord's cost of making such repairs, upon presentation of a bill therefore, as additional rent. Likewise, if the Landlord refuses or neglects to repair the property as required hereunder to the reasonable satisfaction of the Tenant as soon as reasonably possible after written demand, the Tenant may make such repairs, without liability to the Landlord for loss or damage that may accrue to Landlord's property or business by reason thereof, and upon completion thereof, the Landlord shall pay the Tenant's cost of making such repairs, upon presentation of a bill therefore, and Tenant may deduct such costs from his rent payments.

7. **UTILITY COSTS:** Tenant shall pay the water, sewer and electric bill. The building has one electrical meter to service 215 and 217 W. Hampton. Tenant's monthly installment is being reduced by $100.00 to compensate Tenant for electricity being used by the tenant in 217 W. Hampton. If 217 W. Hampton is vacated during the term of this lease, Tenant's monthly installment shall increase by the $100.00 that is currently credited to Tenant for electricity used by the tenant in 217 W. Hampton. If during the term of the lease separate electric meters are installed to service each unit, Tenant shall no longer receive the $100.00 credit on its monthly installment.

8. **PARKING AREAS:** The Tenant shall have the joint use of the parking lot and driveways designated for 215 and 217 W. Hampton as shown on attached plat and identified as Parcel B.

9. **DAMAGE OR DESTRUCTION BY FIRE, ETC:** In the event that the premises shall be damaged in whole or in part by fire, flood, tornado,

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by the elements, or through any casualty or otherwise, after the commencement of this Lease, the Landlord shall have the option to exercise within thirty (30) days following such damage of terminating this Lease. If the Landlord chooses not to terminate the Lease, Landlord shall, at his expense, properly restore, repair or rebuild the same to the same condition as existed immediately prior to such damage or destruction. Should all or a portion of the premises be made untenantable by such damage, rent and additional rent, if any, shall be adjusted proportionately from the date of such damage or destruction until ten (10) days after the Landlord has repaired or restored said building. Notwithstanding anything to the contrary above, if the damage referred to above cannot be, or is not, repaired and the Premises fully restored within 30 days of the damage, Tenant shall have the right to cancel this Lease.

10. **BUSINESS TO BE CONDUCTED BY TENANT:** It is hereby understood and agreed that the premises are being leased to the Tenant for use as a medical office.

11. **INDEMNIFICATION OF LANDLORD:** Except as otherwise herein provided, each party (an "indemnifying party") shall indemnify the other party (the "indemnified party") against any claim asserted against the indemnified party by reason of the negligence or intentional misconduct of the indemnifying party or any of its employees, agents, contractors, or invitees and the costs of defense thereof, including reasonable attorney's fees. If any such claim is so asserted against an indemnified party, or any legal action with respect to any such claim is commenced against an indemnified party,

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the indemnified party shall promptly notify the indemnifying party. The indemnifying party shall have the right to assume the defense with counsel chosen by the indemnifying party subject to the approval of the indemnified party (such approval not to be unreasonably withheld) or by the indemnifying party's insurance company. If the indemnifying party so assumes the defense, the indemnifying party shall not be responsible for the fees of any separate counsel employed by the indemnified party.

12. **DEFAULT:** It is agreed that should any payment of rent as provided for herein be as much as thirty (30) days in arrears, and which is not cured within ten days of certified written notice, or should the terms of this lease be otherwise violated in any particular, the Landlord should have the right to terminate this Lease and re-enter and repossess the leased premises without prejudice to Landlord's rights (a) to distrain for all rent unpaid at such time; and (b) to take such other alternative or additional action in law or in equity as may be available as a remedy to the Landlord.

13. **ARBITRATION:** Any question or problem which arises between the parties out of or as a result of this Lease shall be then resolved by the parties; and, in the case of continuing disagreement any such problem shall be submitted to arbitration on the written request of either party, in which case each party shall appoint an arbiter, the two so appointed to select a third with the three serving as an arbitration board. The findings of the arbitration board shall be binding upon the parties.

14. **TENANT FIXTURES:** Tenant has the right to remove any

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fixtures added to the lease space, but must return the space back to its original condition on the date of the commencement of this lease. These would be fixtures other than what has been installed in the lease space by the Landlord.

15. **SIGNS:** Tenant shall have the use of the top portion of the existing sign located on Hampton Street. Tenant shall install a sign on the face of the building.

16. **TAXES:** Landlord shall be responsible for the base year property taxes, which shall be defined as the year 2012. Any increase in property taxes over the base year property taxes shall be paid by the Tenants on a pro-rated basis, determined by the percentage of space they occupy of the total building (81.09%).

17. **INSURANCE:** Tenant agrees that upon taking occupancy of the premises, they will maintain on the premises public liability insurance with the Landlord and Tenant as an insured, with an amount no less than One Million (1,000,000.00) Dollars for injuries and damages to any one person, and One Million ($1,000,000.00) Dollars for injuries and damages to more than one person arising from the same incident, and One Million ($1,000,000.00) Dollars property damage; in conjunction with same, the Tenant agrees to name C & M Enterprises, General Partnership as an "additional insured' and shall furnish a copy or the policy required by this paragraph to the Landlord. Landlord shall maintain insurance on the building in which the Premises form a part, with such coverage and in such amounts as a reasonably prudent landlord would do under the circumstances.

THIS AGREEMENT shall be binding upon and inure to the

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benefit of the parties hereto, their respective heirs, assigns, successors and personal representatives.

WITNESS the hands and seals of the parties hereto this 17th day of Dec., 2012.

Signed, sealed and delivered
in the presence of:

,Tenant

Witness as to Tenant

by: Lissa C Lara
Lissa C Lara
Chief Executive Officer

C & M Enterprises, General Ptrshp.

Witness as to Landlord

by: O. Mack Kolb

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SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT ("Sublease") is made on December 22, 2015 (the "Effective Date"), by and between Family Care Partners Management LLC, a Delaware limited liability company ("Sublandlord"), and Colonial Family Practice, LLC, a South Carolina limited liability company ("Subtenant").

BACKGROUND

A. Pursuant to a certain Commercial Lease Agreement, dated August 1, 2015 (the "Prime Lease"), Sublandlord leases from FutureMed, LLC, a South Carolina limited liability company ("Prime Landlord"), approximately 3,448 rentable square feet of space (the "Subleased Premises") located in the building having an address at 220 Broad Street, Sumter, South Carolina 29150 (the "Building"). All capitalized terms used but not defined herein shall have the meanings established for such terms in the Prime Lease.

B. Sublandlord and Subtenant are entering into a certain Management Services Agreement ("Management Agreement") on or about the Effective Date, pursuant to which Sublandlord has agreed to provide Subtenant with certain facilities and office space for the operation of Subtenant's business.

C. Subject to, and in accordance with, the terms and conditions hereinafter set forth, Sublandlord desires to sublease to Subtenant, and Subtenant desires to rent from Sublandlord, the Subleased Premises.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements contained herein, the parties hereto, each intending to be legally bound and to bind its respective successors and assigns, agree as follows:

1. Sublease Grant. For the Term (as defined below) and upon the terms, covenants and conditions herein set forth, Sublandlord hereby subleases to Subtenant, and Subtenant hereby subleases from Sublandlord, the Subleased Premises, together with the non-exclusive right with Prime Landlord and any other occupants of the Building to use all of the common areas, if any. During the Term, Subtenant shall have the right to receive and enjoy the benefit of the services required to be provided by Prime Landlord under the Prime Lease.

2. Subordinate to Prime Lease; Delivery Condition; Allocation of Liability.

a. This Sublease is and shall be subject and subordinate to the Prime Lease and to the matters to which the Prime Lease is or shall be subject and subordinate. A copy of the Prime Lease is attached hereto as Exhibit A. If for any reason the term of the Prime Lease shall terminate prior to the expiration date of this Sublease, this Sublease shall thereupon be automatically and immediately terminated and Sublandlord shall not be liable to Subtenant by reason thereof.

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b. Subtenant hereby acknowledges that Subtenant is accepting the Subleased Premises in its "as-is, where-is condition, with all faults", without any representations and warranties by Sublandlord.

3. Incorporation of Prime Lease.

a. Except as expressly set forth below, (i) every provision of the Prime Lease shall be deemed incorporated into, and made a part of, this Sublease by reference notwithstanding that such provisions are not restated herein; (ii) each reference in the Prime Lease to "Lease" shall be deemed a reference to this Sublease; (iii) each reference in the Prime Lease to the "Premises" shall be deemed a reference to the Subleased Premises under this Sublease; (iv) each reference in the Prime Lease to "Landlord" and "Tenant" shall be deemed a reference to "Sublandlord" and "Subtenant", respectively; (v) each reference in the Prime Lease to the "Term" shall be deemed a reference to the Term under this Sublease; (vi) each reference in the Prime Lease to the phrase "Commencement Date" shall be deemed a reference to the "Effective Date" of this Sublease; and (vii) each reference to the "date of this lease" or other similar phrase in the Prime Lease shall be deemed to be a reference to the date of this Sublease. However, notwithstanding the foregoing, Sublandlord is not assuming, and shall not be responsible or liable for Prime Landlord's obligation to perform any agreement or obligation or provide any service on the part of the "Landlord" under the Prime Lease, including, without limitation, any obligation to perform maintenance, repairs or replacement work or tenant improvement work or to rebuild following a casualty or condemnation affecting the Subleased Premises. In the event Prime Landlord fails to perform or observe any agreement or obligation on the part of Prime Landlord to be performed or observed pursuant to the Prime Lease, then, promptly following Subtenant's request, Sublandlord shall take reasonable, appropriate action against Prime Landlord, as permitted by law or by the terms of the Prime Lease, to enforce such agreements and obligations of Prime Landlord.

b. For purposes of incorporation by reference into this Sublease, the "Term" as defined in Section 2(c) of the Prime Lease shall refer to the time period commencing on the Effective Date of this Sublease and terminating in accordance with the terms of the Prime Lease (the "Term") unless (i) earlier terminated pursuant to the terms of this Sublease, or (ii) the Management Agreement is terminated in which case this Sublease shall immediately terminate and become null and void except for those obligations and liabilities of the parties that expressly survive the termination of this Sublease.

c. Notwithstanding the foregoing, the following provisions of the Prime Lease are hereby excluded from this Sublease: Section 9, the first sentence of the second grammatical paragraph of Section 19, from the words "The Landlord covenants and agrees…" to "upon the conditions herein set forth" in Section 20, and Sections 23 and 25.

d. The time limits contained in the Prime Lease for the giving of notices, making of demands or performing of any act, condition or covenant on the part of the tenant thereunder, or for the exercise by the tenant thereunder of any right, remedy or option, are changed for the purposes of incorporation herein by reference by shortening the same in each instance by two (2) days, so that in each instance Subtenant shall have two (2) days less time to observe or perform hereunder than Sublandlord has as the tenant under the Prime Lease.

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e. The rights of Prime Landlord under the Prime Lease may be enforced by, and are for the benefit of, both Sublandlord and Prime Landlord. Subtenant shall not do or permit to be done any act or thing which may constitute a breach or violation of any term, covenant or condition of the Prime Lease by the tenant thereunder, whether or not such act or thing is permitted under the provisions of this Sublease.

f. Notwithstanding anything to the contrary in this Sublease, with respect to any approval required to be obtained from the "Landlord" under the Prime Lease, such consent must be obtained from both the Prime Landlord and Sublandlord.

g. Any non-liability, indemnity or hold harmless provision in the Prime Lease for the benefit of Prime Landlord that is incorporated herein by reference, shall be deemed to inure to the benefit of Sublandlord, Prime Landlord and any other person intended to be benefited by said provision, for the purpose of incorporation by reference in this Sublease. Any right of Prime Landlord of access or inspection and any right of the landlord under the Prime Lease to do work in the Subleased Premises and any right of Prime Landlord in respect of rules and regulations shall be deemed to inure to the benefit of Sublandlord, Prime Landlord and any other person intended to be benefited by said provision, for the purpose of incorporation by reference in this Sublease. If any of the express provisions of this Sublease shall conflict with any of the provisions incorporated by reference, such conflict shall be resolved in every instance in favor of the express provisions of this Sublease, provided that such resolution does not result in or cause a breach of any provision of the Prime Lease.

h. Subtenant shall not in any event have any rights in respect of the Subleased Premises greater than Sublandlord's rights under the Prime Lease and, notwithstanding any provision to the contrary, as to obligations that pertain to the Subleased Premises and are contained in this Sublease by the incorporation by reference of the provisions of the Prime Lease, Sublandlord shall not be required to make any payment or perform any obligation and Sublandlord shall have no liability to Subtenant for any matter whatsoever, except for Sublandlord's obligation to pay the base monthly rent and additional costs due under the Prime Lease.

4. Subtenant's Performance. Subtenant shall timely pay and perform all covenants, agreements and obligations of the tenant under the Prime Lease, except as expressly provided in Section 3 above. Subtenant's failure to perform any such covenants, agreements and obligations shall be a breach of this Sublease.

5. Default. A default by Subtenant pursuant to the terms of the Management Agreement beyond all applicable notice and cure periods contained therein shall be deemed a default by Subtenant under this Sublease and in the event that Subtenant does not cure any such default prior to the expiration of any such notice and cure period, Sublandlord shall have available to it all rights and remedies contained in this Sublease, as incorporated by reference from the Prime Lease, and available at law and in equity.

6. Casualty Damage; Partial Taking. Notwithstanding the incorporation herein of

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Section 8 of the Prime Lease pertaining to damage to the Subleased Premises by fire or other casualty or of Section 18 of the Prime Lease pertaining to a partial taking, Sublandlord shall have no responsibility for the obligations of Prime Landlord thereunder, and Subtenant shall look solely to Prime Landlord in connection therewith; provided that Sublandlord, if and as requested by Subtenant, shall exercise its termination rights under such sections of the Prime Lease. To the extent that any portion of rent payable by the tenant under the Prime Lease is abated pursuant to such sections or otherwise, Subtenant shall be entitled to a corresponding abatement of rent hereunder, calculated as the rent otherwise payable by Subtenant multiplied by a fraction, the numerator of which is the number of rentable square feet within the Subleased Premises for which the abatement is being given and the denominator of which is the total number of rentable square feet in the Subleased Premises.

7. Assignment and Subletting. Subtenant shall not, by operation of law or otherwise, assign, sell, mortgage, pledge or in any manner transfer this Sublease or any interest therein, or sublet the Subleased Premises or any part or parts thereof, or grant any concession or license or otherwise permit occupancy of all or any part of the Subleased Premises by any person, without the prior consent of Sublandlord and Prime Landlord.

8. Surrender. Subtenant shall remove any alterations made to the Subleased Premises by Subtenant both prior to the Effective Date and during the Term as and to the extent required under the Prime Lease. Subtenant confirms that Subtenant will timely perform any and all surrender obligations contained in the Prime Lease.

9. Indemnity. Subtenant shall indemnify, protect, defend with counsel reasonably acceptable to Sublandlord and hold harmless Sublandlord from and against any and all claims, liabilities, judgments, causes of action, damages, costs and expenses (including, without being limited to, reasonable attorneys' and experts' fees and expenses), caused by or arising in connection with (a) a breach of Subtenant's covenants, representations and warranties under this Sublease, (b) the negligence or willful misconduct of Subtenant, or (c) the breach of any of the obligations of the tenant under the Prime Lease arising prior to the Effective Date.

10. Sublandlord's Limited Liability. In the event Sublandlord shall fail to perform any covenant, term or condition of this Sublease on Sublandlord's part required to be performed, or if Subtenant shall make any claim arising out of Subtenant's occupancy or use of the Subleased Premises based upon any action or omission of Sublandlord, Subtenant covenants and agrees to look solely to Sublandlord's interest in the Prime Lease for any recovery of a money judgment from Sublandlord from and after the date of this Sublease. In no event shall the stockholders, partners, directors, officers, agents or employees of Sublandlord (either individually or severally) be personally liable for any such judgment. Furthermore, in no event shall Subtenant be entitled to an award of incidental, consequential or punitive damages arising out of any breach by Sublandlord.

11. Notices. All notices contemplated under this Sublease by and between Sublandlord and Subtenant will be given in writing in accordance with the terms of the Management Agreement. All notices contemplated under this Sublease to be delivered to Prime Landlord shall be given in accordance with Section 26 of the Prime Lease.

12. Brokers. Sublandlord and Subtenant represent to each other that neither party has dealt with any broker or other person who may be owed a commission in connection with the transactions contemplated by this Sublease. Each party agrees to hold the other party harmless from and against all claims for brokerage commissions, finder's fees, or other compensation made by any agent, broker, salesman or finder as a consequence of said party's actions or dealings with such agent, broker, salesman or finder.

13. Binding Effect; Amendments. The provisions of this Sublease shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. This Sublease constitutes the entire agreement between the parties hereto and may not be modified except by an instrument in writing signed by the parties hereto.

14. Severability. Each covenant and agreement contained in this Sublease is a separate and independent covenant and agreement. If any covenant or agreement or the application thereof to any person or circumstance shall to any extent be invalid and unenforceable, the remainder of this Sublease, or the application of such covenant or agreement to persons or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and all other covenants and agreements of this Sublease shall be valid and enforceable to the fullest extent permitted by law.

15. Counterparts. This Sublease may be executed in counterparts, each of which, when taken together as a whole, shall constitute one and the same instrument.

16. Governing Law. This Sublease shall be governed by the laws of the state in which the Subleased Premises is located, without regard to such state's internal conflicts of laws principles.

17. Condition Precedent. This Sublease, and Sublandlord's and Subtenant's respective obligations hereunder, are expressly conditioned upon obtaining the written consent of the Prime Landlord in a form mutually acceptable to Sublandlord and Subtenant. If such consent has not been obtained within thirty (30) days after the Effective Date, either party may terminate this Sublease by written notice to the other, whereupon the parties shall have no further obligation thereafter arising under this Sublease.

[SIGNATURES CONTINUE ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Sublease to be duly executed as of the date first above written.

SUBLANDLORD:

FAMILY CARE PARTNERS MANAGEMENT LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____

SUBTENANT:

COLONIAL FAMILY PRACTICE, LLC
a limited liability company

By: _____
Name: _____
Title: _____

[Signature Page to Sublease]

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EXHIBIT A

Copy of all documents comprising the Prime Lease

(See Attached)

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FUTUREMED, LLC

COMMERCIAL LEASE AGREEMENT

STATE OF SOUTH CAROLINA, COUNTY OF SUMTER

This Lease Agreement made the 1st day of August, 2015, by and between FutureMed, LLC, (the "Landlord") and Colonial Family Practice, LLC (the "Tenant").

WITNESSETH

The parties hereto agree for themselves, their successors and assigns, as follows:

1. **THE PREMISES.** The Landlord hereby leases to the Tenant, and the Tenant hereby accepts and rents from the Landlord, that certain office space, consisting of approximately 3,448 square feet (the "Premises") located at 220 Broad Street, Sumter, SC 29150 (the "Building"). Upon delivery to Tenant for Tenant's occupancy, the Premises, the Land and all improvements on the Land constituting Common Areas shall be in compliance with all applicable laws, regulations, codes and ordinances, including without limitation, the Americans with Disabilities Acts. The leased premises shall include the non-exclusive use by Tenant, its employees and customers, of all common areas, including but not limited to parking areas and sidewalks.

2. **TERM.** The term of this Agreement shall be as follows:

   (a) **Initial Term.** The Initial Term of this Agreement shall commence on the 1st day of the month following the premises being turned over to the Tenant for occupancy (Commencement Date) and shall continue for a period of ten (10) years, ending on the last day of the one hundred twentieth month (the "Initial Term").

   (b) **Extension Terms.** The Tenant has the option to extend this Agreement at the end of the Initial Term for two additional periods of Five (5) years (the "Extension Terms") by giving notice to the Landlord One Hundred Twenty (120) days before the expiration of the Initial Term of this Agreement. Excluding rent, all other provisions of this Agreement shall remain the same during any Extension Terms.

   (c) **Term.** All references in this agreement to the "Term of this Agreement" or the quote "Term" shall be deemed to refer to the initial term and the extension terms, if applicable.

3. **PAYMENT OF RENT.** The Tenant shall pay to the Landlord for the use, enjoyment, and the occupancy of the Premises during the Term, the following sums:

   (a) during the Initial Term, the annual sum ("fixed annual rent")

of sixty eight thousand nine hundred sixty dollars ($68,960.00), payable in advance in equal monthly installments ("base monthly rent") of five thousand seven hundred forty six dollars and sixty seven cents ($5,746.67), commencing on the Commencement date;

All monthly payments of fixed annual rent (the "rent") are payable in advance of the first day of each month during the Term of this Agreement. If the rent for any one month during this Agreement is not paid by the tenth of said month, the Tenant agrees to pay a penalty of ten (10%) percent of one month's rent; further, the Landlord may enforce collection of the amount due, together with the costs of collecting or any other litigation necessary to collect, including reasonable attorney's fees. If Tenant fails to pay any sum of rent and such failure shall continue for ten (10) days following delivery to Tenant of notice of non-payment, Landlord may, at its option, declare this Agreement to be cancelled and enter upon the Premises and eject the Tenant forthwith and collect as damages (a) accrued but unpaid rent, and (b) the present value of the Premises for the same period, discounted at the rate of eight percent per annum. Any such recovery, however, shall be subject to the Landlord's obligations to attempt to rent or lease the Premises for the remaining period to another lessee, or otherwise mitigate its damages. Failure to exercise this option by the Landlord upon default shall not constitute a waiver to exercise the same in the event of a subsequent default.

4. **TAXES AND INSURANCE.** The Tenant shall be responsible for the real property taxes on the Premises during the term of this Agreement as issues by the City of Sumter in the County of Sumter, South Carolina.

In addition, the Tenant agrees to pay all costs and expenses associated with maintaining Hazard Insurance on the subject premises in accordance with the insurance coverage requirements set forth in Section 6 below.

Upon receipt of the actual tax and insurance bills attributable to any calendar year during the Term of this Agreement, the Landlord shall furnish the Tenant with copies of the invoices. Any taxes or insurance premiums shall be paid by the Tenant within thirty days of receipt of the tax or insurance invoices.

5. **INSURANCE AND INDEMNITY.** The Tenant shall be responsible for carrying fire insurance with extended coverage on the Tenant's contents in the building, which include, but are not limited to, the Tenant's inventory, furniture, fixtures, equipment, leasehold improvements, and decor package. This insurance shall provide coverage for breakage of exterior and interior glass in the Premises. In addition, the Tenant shall carry public liability insurance naming the Landlord as an insured and having a minimum coverage of one million dollars ($1,000,000.000) dollars per occurrence. The Tenant shall furnish the Landlord with a certificate of said insurance upon demand. Landlord shall obtain "all risk" property insurance on the Building for the full replacement value thereof, exclusive of leasehold improvements, and liability insurance equivalent and coverage to that required of Tenant. Tenant and Landlord hereby release each other for any loss or damage with is covered by fire or extended coverage insurance as

hereinbefore provided, or which would be covered by such insurance were such insurance so maintained by the parties as required hereunder, even though such loss or damage might have been occasioned by the negligence of Tenant or of Landlord or their respective employees, contractors, or agents. Each party shall therefore look to its own insurance for reimbursement for any such insurable loss to real or personal property. Each party will obtain a corresponding waiver of subrogation provision on behalf of the other party in all of its fire and extended coverage insurance policies.
The Tenant covenants and agrees that it will defend, indemnify, protect and save harmless the Landlord from the claims of all persons arising from negligence or recklessness on the part of the Tenant, its agents, servants, or employees, in its use of the Premises. Nothing in this Agreement, however, shall be interpreted to indemnify the Landlord for its own negligence and recklessness. The Landlord covenants and agrees that it will defend, indemnify, protect and save harmless the Tenant from the claims of all persons arising from negligence or recklessness on the part of the Landlord, its agents, servants ,or employees, in its use of the Land, exclusive of the Premises. Nothing in this Agreement, however, shall be interpreted to indemnify Tenant for its own negligence and recklessness.

7. **UTILITIES.** The Tenant will pay for all janitorial services, grounds maintenance, sewer, water, electricity, gas, heat, air conditioning, telephone and other utilities supplied to the Premises at the actual costs thereof, and, where applicable, as determined metering of usage.

8. **INJURY TO THE PREMISES.** The Landlord and the Tenant hereby expressly agree to the following with respect to injury to the Premises:

(a) If the Premises are injured by fire or other casualty, within ten (10) days after the date on which the injury occurs (the "Injury Date") the Landlord shall ascertain and advise the Tenant in writing whether the damage caused by the injury (the "Damage") could reasonably be repaired within ninety (90) days after the Injury Date (the "Repair Period".)

(b) If the Damage could reasonably be repaired within the Repair Period, then (1) the Tenant shall not be entitled to terminate this Agreement, (2) the Landlord shall repair the Damage with all reasonable speed and shall complete such repair within the Repair Period and (3) the Tenant's rent shall be reduced, pro rata for time and space, to the extent that the Tenant is deprived of the occupancy of any portion of the Premises for the Tenant's purposes by reason of the injury and the making of the repairs. If the Landlord fails to complete the repair of the Damage within the Repair Period (as it may have been extended pursuant to the subsequent provisions of this subsection) the Tenant may, at the Tenant's option and in addition to any remedies that the Tenant may have against the Landlord as a result of such failure, at any time after the expiration of the Repair Period (and any extension thereof) and prior to the completion of the repair of Damage, terminate this Agreement by written notice to the Landlord. If the repair of the Damage by the Landlord is interrupted as a result of any strike or other labor disturbance, governmental restrictions or materials or physical forces beyond the

control of the Landlord, the Landlord shall take all reasonable steps to minimize any delay in the completion of the repair of the damage by reason of any such interruption and the Repair Period shall be extended by the number of days that such interruption or interruptions persist in spite of such efforts of the Landlord.

(c) If the Damage cannot reasonably be repaired within the Repair Period, then the Tenant may terminate this Agreement by written notice to the Landlord within thirty (30) days after the Injury Date. If the Tenant elects not to terminate this Agreement, the Landlord shall repair the Damage with all reasonable speed and the Tenant's rent shall be reduced, pro rata for time and space, to the extent that the Tenant is deprived of the occupancy of any portion of the Premises for the Tenant's purposes by reason of the injury and the making of the repairs.

(d) If the Tenant elects to terminate this Agreement pursuant to the provisions of subsection (c) of this Section, the Tenant's liability for payment for the rent provided for herein shall cease as of the date that notice of the termination is given by the Tenant and the Tenant shall be entitled to a refund of any rent paid with respect to any period subsequent to the termination date. If this Agreement is terminated pursuant to the provisions of subsection (c) of this Section, the Tenant's liability for the payment of the rent provided for herein shall cease as of the Injury Date and the Tenant shall be entitled to a refund of any rent paid with respect to any period subsequent to that date.

9. **REPAIRS TO THE PREMISES.** The Landlord, shall, without expense to the Tenant,

maintain and make all necessary repairs to the foundations, load bearing walls, roof, gutters, downspouts, water mains, gas and sewer lines, sidewalks, private roadways, parking areas, and common areas on or appurtenant to the Premises. In addition, the Landlord shall make all repairs to all building systems on or serving the Premises, including the heating and air conditioning system on or serving the Premises at its expense. The Landlord will not be responsible, however, to make any repairs which may have been occasioned or necessitated by the negligence of the Tenant, its agents, employees or invites, but this shall be the responsibility of the Tenant, subject to the provisions of Section 8 above. The Tenant will, at its own expense, keep and maintain in good order during the Term of this Agreement, all other non-structural components of the interior of the Premises, including, without limitation, the entire interior and all window glass, plate glass, doors, non-load bearing walls, floor coverings and lights, and the Tenant will at the end of the Term of this Agreement deliver the Premises to the Landlord in as good a condition as the same were when received by it, excepting only normal wear and tear, loss by casualty and condemnation, and repairs required to be made by the Landlord. Should the Landlord fail in the performance of its obligations under this Section, after notice and a reasonable period to cure, the Tenant may perform such work and will receive credit or reimbursement from the Landlord. Landlord also agrees to perform with reasonable diligence any repair obligations of Tenant, at Tenant's request and at Tenant's sole cost and expense.

10. **ALTERATIONS AND INSTALLATIONS.** The Tenant may from time to time, at its

expense and with the Landlord's approval, paint and decorate the Premises and make such non-structural changes, alterations, additions and improvements as will, in the judgment of the Tenant, better adapt the same for purpose of its business. The Tenant may make structural alterations or additions only with the written approval of the Landlord, which approval shall not be unreasonably withheld.

11. **MECHANIC'S LIEN.** If the Tenant alters or improves the Premises, the Tenant shall, at its own expense, cause to be discharged or released of record within thirty (30) days after filing, all notices of mechanic's liens filed with respect to such alteration or improvements in the Premises or any part thereof, for work or material furnished, which discharge or release of record shall include a discharge or release by bond where, in the Landlord's option, such is deemed appropriate. Should the Tenant fail to comply with any requirement on the Tenant's part to be performed as herein provided, within the time limit for such compliance, the Tenant shall take whatever action the Landlord deems appropriate to cure the default, and the Tenant agrees to pay to the Landlord the reasonable cost to the Landlord of curing any such default, including reasonable attorneys' fees.

12. **RIGHT OF ENTRY.** The Landlord or his agents shall have the right to enter upon the Premises at all times during the Term of this Agreement for the purpose of inspection, maintenance, repair and alteration and to show the same to prospective tenants or purchasers. Tenant shall have the right to be present during any non-emergency entry onto the Premises.

13. **FIXTURES AND PERSONAL PROPERTY.** At the commencement of the Initial Term and during the Term of this Agreement, the Tenant shall have the right, at its own expense, to install and maintain all necessary fixtures, equipment and property. Any trade fixtures, equipment and other property installed in or attached to the Premises by and at the expense of the Tenant shall remain the property of the Tenant, and the Landlord agrees that the Tenant shall have the right, at any time, and from time to time, to remove any and all of its trade fixtures, equipment and other property which it may have stored or installed in the Premises so long as all payments of rent are current. The Tenant agrees to repair any damage to the Premises caused by the removal of its fixtures or personal property.

14. **WATER DAMAGE.** It is expressly agreed and understood by and between the Landlord and the Tenant that the Landlord shall not be liable for any damage or injury by water, which may be sustained by the Tenant resulting from the carelessness, negligence, or improper conduct on the part of any other tenant, its agents, servants, or employees, or by reason of the unexpected breakage, leakage, or obstruction of water or sewer pipes.

15. **SIGNS.** The Landlord and the Tenant accept, acknowledge and agree that any exterior awnings, signs or advertising to be used by the Tenant in connection with the Premises shall be first submitted to the Landlord for approval, which approval shall not be unreasonably withheld and must meet city and county sign ordinances and codes.

16. **CARE OF THE PREMISES---RULES AND REGULATIONS.** The Tenant shall not

perform any acts or carry on any practices which injure the Premises or are a nuisance or menace to other tenants in the vicinity and shall keep the Premises under its control clean and free from rubbish and dirt at all times, and shall store all trash and garbage within the Premises and arrange for the regular removal of such trash and garbage. The Tenant shall, at all times, keep the Premises in a clean and sanitary condition in accordance with the laws, directions, rules and regulations of the governmental agencies having jurisdiction, at the sole cost and expense of the Tenant; and in all respects, the Tenant shall comply with all requirements of law applicable to the Premises.

17. **DEFAULT.** The Landlord and the Tenant accept, acknowledge and agree that in the event that the Tenant is in default of its obligations or covenants pursuant to this Agreement, other than the covenant for the payment of rent which is set forth in Section 3 of this Agreement, and said default shall continue for a period of thirty (30) days after the service of written notice of such default by the Landlord on the Tenant (unless the default cannot be cured within such thirty (30) day period, in which event Tenant will not be in default provided Tenant commences the cure of such default within such thirty (30) day period and thereafter pursues the cure of the default to completion with diligence and without material interruption or delay), then the Landlord may enter into and upon the Premises or any part thereof and repossess the same, with or without terminating this Agreement, and without prejudice to any of their remedies for rent or breach of covenant.

18. **EMINENT DOMAIN.** If the whole of the Premises or such portion thereof as will make the same unsuitable for use by the Tenant is condemned for any public use or purpose by any legally constituted authority, then in either of such events this Agreement shall cease and terminate from the time when possession is taken by such public authority and the rent shall be accounted for between the Landlord and the Tenant as of the date of the surrender or possession. Such terminations shall be without prejudice to the rights of either the Landlord or the Tenant to recover compensation from the condemning authority for any loss or damage caused by such condemnation.

If the Premises is subjected to condemnation as mentioned above, but not to such degree as would make the same unsuitable for the purposes for which the Tenant is using same, as determined by Tenant, then the rent which the Tenant shall pay monthly to the Landlord shall be reduced in the proportion that the part taken bears to the Premises as a whole.

19. **TAXES AND INSURANCE.** The Tenant agrees to pay promptly all taxes and assessments of every kind or nature which are now or hereafter may be imposed or assessed upon the Premises. The Landlord shall not be required to pay any taxes or assessments of any nature imposed or assessed upon fixtures, equipment, merchandise or other property installed in the Premises or brought thereon by the Tenant or any other person, but such shall be the obligation of the Tenant.

The Landlord will also maintain and pay for all adequate fire insurance, with extended coverage, on the Premises. The Tenant will provide for all insurance on its own contents in the Premises.

20. **WARRANTY.** The Landlord covenants and agrees that it has a record fee simple title to the Premises and all easements, rights of way, and appurtenances, and has full right and authority to lease the same upon the conditions herein set forth; and the Tenant shall peacefully and quietly hold and enjoy the Premises for the Term of this Agreement, so long as it does not default in the performance of its obligations pursuant to this Agreement beyond the expiration of any applicable period of notice and cure.

21. **EXERCISE OF RIGHTS.** No remedy herein or otherwise conferred upon or reserved to the Landlord or the Tenant shall be distinct, separate and cumulative and shall be in addition to every other remedy given hereunder, or now or hereafter existing at law or in equity or by statute; and every power and remedy given by the lease to the Landlord or the Tenant may be exercised from time to time as often as the occasion may arise, or as may be deemed expedient. No delay or omission of the Landlord or the Tenant to exercise any right or power arising from any default on the part of the other shall impair any such right or power, or shall be construed to be a waiver of any such default or any acquiescence thereto.

22. **BANKRUPTCY.** In the event the Tenant shall be adjudicated a bankrupt, or a temporary or permanent receiver is appointed for the Tenant in any Federal or State Court, or the Tenant shall otherwise become involved in insolvency or liquidation proceedings which are not dismissed or stayed within sixty (60) days, the Landlord shall have the right, at its option, to immediately terminate this Agreement and resume possession of the property.

23. **NO ASSIGNMENT.** The Tenant may not assign this Agreement nor sublet the Premises or any portion thereof without the prior written consent of the Landlord, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Tenant shall have the right without Landlord's prior consent, to assign this Lease or to sublet all or any portion of the Premises to any affiliate of Tenant or to any entity controlling, controlled by or under common control with Tenant or to any successor to Tenant by merger or the sale of stock or assets provided the assignee, successor or survivor shall continue to operate the business of Tenant as a going concern.

24. **BINDING EFFECT.** This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, assigns, subleases, successors and legal representatives.

25. **TERMINATION.** Either party may terminate this Lease at any time, for any reason by providing one hundred twenty (120) days written notice in accordance with Section 26 of this Lease.

26. **NOTICES.** Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by registered or certified mail to Landlord at the address then fixed for the payment of rent, and to Tenant at the address of the leased property. Either party may by written notice at any time designate a different address to which notices shall subsequently be sent. Any notice required or permitted under this

Lease shall be deemed sufficiently given or served if sent by registered or certified mail to Tenant as follows:

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement as of the 20th day of July, 2015.

Witness: Lauren Thompson

FutureMed, LLC

By: David G. Whaley

Print: David G. Whaley, M.D.

Its: Shareholder

Witness: Donna Ingleton

Colonial Family Practice, LLC

By: Cindy Lander

Print: Cindy Lander

Its: Managing Partner

SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT ("Sublease") is made on December 22, 2015 (the "Effective Date"), by and between Family Care Partners Management LLC, a Delaware limited liability company ("Sublandlord"), and Colonial Family Practice, LLC, a South Carolina limited liability company ("Subtenant").

BACKGROUND

A. Pursuant to a certain Lease Agreement, dated November 15, 2013 (the "Prime Lease"), Sublandlord leases from C & M Enterprises ("Prime Landlord"), approximately 2,830 square feet of space (the "Subleased Premises") located in the building having an address at 26 Wesmark Court, Sumter, South Carolina 29150 (the "Building"). All capitalized terms used but not defined herein shall have the meanings established for such terms in the Prime Lease.

B. Sublandlord and Subtenant are entering into a certain Management Services Agreement ("Management Agreement") on or about the Effective Date, pursuant to which Sublandlord has agreed to provide Subtenant with certain facilities and office space for the operation of Subtenant's business.

C. Subject to, and in accordance with, the terms and conditions hereinafter set forth, Sublandlord desires to sublease to Subtenant, and Subtenant desires to rent from Sublandlord, the Subleased Premises.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements contained herein, the parties hereto, each intending to be legally bound and to bind its respective successors and assigns, agree as follows:

1. Sublease Grant. For the Term (as defined below) and upon the terms, covenants and conditions herein set forth, Sublandlord hereby subleases to Subtenant, and Subtenant hereby subleases from Sublandlord, the Subleased Premises, together with the non-exclusive right with Prime Landlord and any other occupants of the Building to use all of the common areas. During the Term, Subtenant shall have the right to receive and enjoy the benefit of the services required to be provided by Prime Landlord under the Prime Lease.

2. Subordinate to Prime Lease; Delivery Condition; Allocation of Liability.

a. This Sublease is and shall be subject and subordinate to the Prime Lease and to the matters to which the Prime Lease is or shall be subject and subordinate. A copy of the Prime Lease is attached hereto as Exhibit A. If for any reason the term of the Prime Lease shall terminate prior to the expiration date of this Sublease, this Sublease shall thereupon be automatically and immediately terminated and Sublandlord shall not be liable to Subtenant by reason thereof.

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b. Subtenant hereby acknowledges that Subtenant is accepting the Subleased Premises in its "as-is, where-is condition, with all faults", without any representations and warranties by Sublandlord.

3. Incorporation of Prime Lease.

a. Except as expressly set forth below, (i) every provision of the Prime Lease shall be deemed incorporated into, and made a part of, this Sublease by reference notwithstanding that such provisions are not restated herein; (ii) each reference in the Prime Lease to "Lease" shall be deemed a reference to this Sublease; (iii) each reference in the Prime Lease to the "premises", "demised premises" or "leased premises" shall be deemed a reference to the Subleased Premises under this Sublease; (iv) each reference in the Prime Lease to "Landlord" and "Tenant" shall be deemed a reference to "Sublandlord" and "Subtenant", respectively; (v) each reference in the Prime Lease to the "term" shall be deemed a reference to the Term under this Sublease; and (vi) each reference to the "date of this lease" or other similar phrase in the Prime Lease shall be deemed to be a reference to the date of this Sublease. However, notwithstanding the foregoing, Sublandlord is not assuming, and shall not be responsible or liable for Prime Landlord's obligation to perform any agreement or obligation or provide any service on the part of the "Landlord" under the Prime Lease, including, without limitation, any obligation to perform maintenance, repairs or replacement work or tenant improvement work or to rebuild following a casualty or condemnation affecting the Subleased Premises. In the event Prime Landlord fails to perform or observe any agreement or obligation on the part of Prime Landlord to be performed or observed pursuant to the Prime Lease, then, promptly following Subtenant's request, Sublandlord shall take reasonable, appropriate action against Prime Landlord, as permitted by law or by the terms of the Prime Lease, to enforce such agreements and obligations of Prime Landlord.

b. For purposes of incorporation by reference into this Sublease, the "term" as used in Section 2 of the Prime Lease shall refer to the time period commencing on the Effective Date of this Sublease and continuing on a month-to-month basis (the "Term") unless (i) earlier terminated pursuant to the terms of this Sublease, or (ii) the Management Agreement is terminated in which case this Sublease shall immediately terminate and become null and void except for those obligations and liabilities of the parties that expressly survive the termination of this Sublease.

c. Notwithstanding the foregoing, the following provisions of the Prime Lease are hereby excluded from this Sublease: Sections 4, 5, and 6, the references to "Landlord" in the first two sentences of Section 8 are herby changed to "Prime Landlord", and Section 13.

d. The time limits contained in the Prime Lease for the giving of notices, making of demands or performing of any act, condition or covenant on the part of the tenant thereunder, or for the exercise by the tenant thereunder of any right, remedy or option, are changed for the purposes of incorporation herein by reference by shortening the same in each instance by two (2) days, so that in each instance Subtenant shall have two (2) days less time to observe or perform hereunder than Sublandlord has as the tenant under the Prime Lease.

e. The rights of Prime Landlord under the Prime Lease may be enforced by,

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and are for the benefit of, both Sublandlord and Prime Landlord. Subtenant shall not do or permit to be done any act or thing which may constitute a breach or violation of any term, covenant or condition of the Prime Lease by the tenant thereunder, whether or not such act or thing is permitted under the provisions of this Sublease.

f. Notwithstanding anything to the contrary in this Sublease, with respect to any approval required to be obtained from the "Landlord" under the Prime Lease, such consent must be obtained from both the Prime Landlord and Sublandlord.

g. Any non-liability, indemnity or hold harmless provision in the Prime Lease for the benefit of Prime Landlord that is incorporated herein by reference, shall be deemed to inure to the benefit of Sublandlord, Prime Landlord and any other person intended to be benefited by said provision, for the purpose of incorporation by reference in this Sublease. Any right of Prime Landlord of access or inspection and any right of the landlord under the Prime Lease to do work in the Subleased Premises and any right of Prime Landlord in respect of rules and regulations shall be deemed to inure to the benefit of Sublandlord, Prime Landlord and any other person intended to be benefited by said provision, for the purpose of incorporation by reference in this Sublease. If any of the express provisions of this Sublease shall conflict with any of the provisions incorporated by reference, such conflict shall be resolved in every instance in favor of the express provisions of this Sublease, provided that such resolution does not result in or cause a breach of any provision of the Prime Lease.

h. Subtenant shall not in any event have any rights in respect of the Subleased Premises greater than Sublandlord's rights under the Prime Lease and, notwithstanding any provision to the contrary, as to obligations that pertain to the Subleased Premises and are contained in this Sublease by the incorporation by reference of the provisions of the Prime Lease, Sublandlord shall not be required to make any payment or perform any obligation and Sublandlord shall have no liability to Subtenant for any matter whatsoever, except for Sublandlord's obligation to pay the monthly base rent and CAM costs due under the Prime Lease.

4. Subtenant's Performance. Subtenant shall timely pay and perform all covenants, agreements and obligations of the tenant under the Prime Lease, except as expressly provided in Section 3 above. Subtenant's failure to perform any such covenants, agreements and obligations shall be a breach of this Sublease.

5. Default. A default by Subtenant pursuant to the terms of the Management Agreement beyond all applicable notice and cure periods contained therein shall be deemed a default by Subtenant under this Sublease and in the event that Subtenant does not cure any such default prior to the expiration of any such notice and cure period, Sublandlord shall have available to it all rights and remedies contained in this Sublease, as incorporated by reference from the Prime Lease, and available at law and in equity.

6. Casualty Damage; Partial Taking. Notwithstanding the incorporation herein of Section 9 of the Prime Lease pertaining to damage to the Subleased Premises by fire or other casualty or rights under common law pertaining to a partial taking, Sublandlord shall have no

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responsibility for the obligations of Prime Landlord thereunder, and Subtenant shall look solely to Prime Landlord in connection therewith; provided that Sublandlord, if and as requested by Subtenant, shall exercise its termination rights under the Prime Lease or common law, if any. To the extent that any portion of rent payable by the tenant under the Prime Lease is abated pursuant to such section, common law or otherwise, Subtenant shall be entitled to a corresponding abatement of rent hereunder, calculated as the rent otherwise payable by Subtenant multiplied by a fraction, the numerator of which is the number of rentable square feet within the Subleased Premises for which the abatement is being given and the denominator of which is the total number of rentable square feet in the Subleased Premises.

7. Assignment and Subletting. Subtenant shall not, by operation of law or otherwise, assign, sell, mortgage, pledge or in any manner transfer this Sublease or any interest therein, or sublet the Subleased Premises or any part or parts thereof, or grant any concession or license or otherwise permit occupancy of all or any part of the Subleased Premises by any person, without the prior consent of Sublandlord and Prime Landlord.

8. Surrender. Subtenant shall remove any alterations made to the Subleased Premises by Subtenant both prior to the Effective Date and during the Term as and to the extent required under the Prime Lease. Subtenant confirms that Subtenant will timely perform any and all surrender obligations contained in the Prime Lease.

9. Indemnity. Subtenant shall indemnify, protect, defend with counsel reasonably acceptable to Sublandlord and hold harmless Sublandlord from and against any and all claims, liabilities, judgments, causes of action, damages, costs and expenses (including, without being limited to, reasonable attorneys' and experts' fees and expenses), caused by or arising in connection with (a) a breach of Subtenant's covenants, representations and warranties under this Sublease, (b) the negligence or willful misconduct of Subtenant, or (c) the breach of any of the obligations of the tenant under the Prime Lease arising prior to the Effective Date.

10. Sublandlord's Limited Liability. In the event Sublandlord shall fail to perform any covenant, term or condition of this Sublease on Sublandlord's part required to be performed, or if Subtenant shall make any claim arising out of Subtenant's occupancy or use of the Subleased Premises based upon any action or omission of Sublandlord, Subtenant covenants and agrees to look solely to Sublandlord's interest in the Prime Lease for any recovery of a money judgment from Sublandlord from and after the date of this Sublease. In no event shall the stockholders, partners, directors, officers, agents or employees of Sublandlord (either individually or severally) be personally liable for any such judgment. Furthermore, in no event shall Subtenant be entitled to an award of incidental, consequential or punitive damages arising out of any breach by Sublandlord.

11. Notices. All notices contemplated under this Sublease by and between Sublandlord and Subtenant will be given in writing in accordance with the terms of the Management Agreement.

12. Brokers. Sublandlord and Subtenant represent to each other that neither party has dealt with any broker or other person who may be owed a commission in connection with the

transactions contemplated by this Sublease. Each party agrees to hold the other party harmless from and against all claims for brokerage commissions, finder's fees, or other compensation made by any agent, broker, salesman or finder as a consequence of said party's actions or dealings with such agent, broker, salesman or finder.

13. Binding Effect; Amendments. The provisions of this Sublease shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. This Sublease constitutes the entire agreement between the parties hereto and may not be modified except by an instrument in writing signed by the parties hereto.

14. Severability. Each covenant and agreement contained in this Sublease is a separate and independent covenant and agreement. If any covenant or agreement or the application thereof to any person or circumstance shall to any extent be invalid and unenforceable, the remainder of this Sublease, or the application of such covenant or agreement to persons or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and all other covenants and agreements of this Sublease shall be valid and enforceable to the fullest extent permitted by law.

15. Counterparts. This Sublease may be executed in counterparts, each of which, when taken together as a whole, shall constitute one and the same instrument.

16. Governing Law. This Sublease shall be governed by the laws of the state in which the Subleased Premises is located, without regard to such state's internal conflicts of laws principles.

17. Condition Precedent. This Sublease, and Sublandlord's and Subtenant's respective obligations hereunder, are expressly conditioned upon obtaining the written consent of the Prime Landlord in a form mutually acceptable to Sublandlord and Subtenant. If such consent has not been obtained within thirty (30) days after the Effective Date, either party may terminate this Sublease by written notice to the other, whereupon the parties shall have no further obligation thereafter arising under this Sublease.

[SIGNATURES CONTINUE ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Sublease to be duly executed as of the date first above written.

SUBLANDLORD:

FAMILY CARE PARTNERS MANAGEMENT LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____

SUBTENANT:

COLONIAL FAMILY PRACTICE, LLC
a limited liability company

By: _____
Name: _____
Title: _____

[Signature Page to Sublease]

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EXHIBIT A

Copy of all documents comprising the Prime Lease

(See Attached)

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Corp - Billing Collections Presents Prior Months med records

STATE OF SOUTH CAROLINA)
)
COUNTY OF SUMTER)

LEASE AGREEMENT

Start Dec 13th Prorate 1st Mo.

This Lease Agreement is made and entered into this 15th day of November, 2013 by and between **C & M Enterprises**, herein referred to as "Landlord", and **Colonial Family Practice**, hereinafter referred to as "Tenant".

W I T N E S S E T H:

1. **PREMISES:** In consideration of the rents to be paid as set out hereunder, Landlord hereby agrees to rent unto the Tenant for his sole and exclusive use for the term of this Lease, as set out hereunder, 26 Wesmark Court, Sumter, SC, being a 2830 SF space as shown on attached floor plan Exhibit A.

2. **TERM:** The term of this Lease shall be for a period of one (1) year commencing upon the completion of the building modification of the space to be completed on or before December 10, 2013.

3. **COMPENSATION:** All rent will be paid in equal monthly installments of $2825.94 in advance on the first day of each month. This amount is computed as follows: Monthly base rent will be $2358.34 and monthly Common Area Maintenance (CAM-see paragraph 9) will be estimated at $467.60. If rent has not been paid by the tenth day of the month, a late fee of 5% of the base rent will be charged, as well as an additional late fee of 10.00 per day for every day thereafter.

4. **OPTION TO RENEW:** Tenant shall have the right to renew the lease for two (2) additional one (1) year terms by giving the

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Landlord at least 90 days written notice prior to the expiration of the lease.

5. MAINTENANCE AND REPAIRS: Landlord shall make and pay for all repairs to the exterior of the building of which the leased premises are a part, including, but not limited to, repairs to the roof (including drains, downspouts, flashing, and parapets), exterior walls and foundations. If the Landlord is required to make any repairs due to the Tenant's negligent acts or omissions to act, Landlord may add the cost of such repairs to the rent, which shall thereafter become due. The Tenant shall make and pay for all repairs to the interior of the leased premises and shall replace all things necessary to keep the same in a good state of repair, such as, but not limited to, all fixtures, furnishings, lighting (including ballast), doors and signs of Tenant. Tenant shall also maintain, replace and keep in good repair all heating and air-conditioning (except any major expense which would be any single expense in excess of $1000.00), plumbing, electrical installations and floor surfaces within the leased premises. The Tenant shall at all times keep the leased premises (including the maintenance and cleaning of exterior entrances, all glass and signs, and all partitions, doors, floor surfaces, fixtures, equipment and appurtenances thereof) in good order, condition and repair and in reasonable satisfactory condition of cleanliness, including reasonable periodic painting of the interior of the leased premises or replacement of floor covering, damage by unavoidable casualty excepted, and Tenant shall make such other repairs in and to the

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leased premises not specified as the responsibility of the Landlord.

If Tenant refuses or neglects to repair property as required hereunder and to the reasonable satisfaction of the Landlord, as soon as reasonably possible after written demand, the Landlord may make such repairs without liability to Tenant for any loss or damage that may accrue to Tenant's property or Tenant's business by reason thereof, and, upon completion thereof, Tenant shall pay Landlord's cost of making such repairs plus twenty (20%) percent for overhead, upon presentation of a bill therefor, as additional rent. Likewise, if the Landlord refuses to or neglects to repair the property as required hereunder to the reasonable satisfaction of the Tenant as soon as reasonable possible after written demand, the Tenant may make such repairs, without liability to the Landlord for loss or damage that may accrue to Landlord's property or business by reason thereof, and upon completion thereof, the Landlord shall pay the Tenant's cost of making such repairs plus twenty (20%) percent for overhead, upon presentation of a bill therefor, and Tenant may deduct such costs from his rent payments.

The Tenant shall replace all glass broken or damaged after commencement of this lease.

6. **UTILITY COSTS:** Landlord shall pay all utility costs for the leased premises as addressed in paragraph #8, Common Area Maintenance.

7. **PARKING AREAS:** The Tenant shall have joint use with the

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other tenant of the parking spaces.

8. COMMON AREA MAINTENANCE: The parking lot maintenance, landscape maintenance, dumpster, area lights, electricity bill and water and sewer will be paid by the Landlord. The Landlord has estimated the annual expense for common area maintenance to be $1.98 SF. The Landlord will give the Tenant an annual accounting for the Common Area Maintenance and utilities. The Tenant will either receive a credit or will be responsible for any overage based on the actual total of expenses.

9. DAMAGE OR DESTRUCTION BY FIRE, ETC: In the event that the premises shall be damaged in whole or in part by fire, flood, tornado, by the elements, or through any casualty or otherwise, after the commencement of this Lease, the Landlord shall have the option to exercise within thirty (30) days following such damage of terminating this Lease. If the Landlord chooses not to terminate the Lease, Landlord shall, at his expense, properly restore, repair or rebuild the same to the same condition as existed immediately prior to such damage or destruction. Tenant can vacate the leased premises, without penalty and no further rent obligation, if leased premises cannot be placed back in acceptable condition, in Tenant and Landlord's determination, within 90 days of the date of damage. Should all or a portion of the premises be made untenantable by such damage, rent and additional rent, if any, shall be adjusted proportionately from the date of such damage or destruction until ten (10) days after the Landlord has repaired or restored said building.

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10. **BUSINESS TO BE CONDUCTED BY TENANT:** It is hereby understood and agreed that the premises are being leased to the Tenant for use as an office.

11. **INDEMNIFICATION OF LANDLORD:** Tenant hereby covenants and agrees to indemnify, save and hold harmless the Landlord against any and all losses, damages and expenses incurred or sustained, including attorney's fees, because of, or in consequence of, Tenant's negligence or that of his agents or servants, from the destruction of and/or injury or damage to any life, person or property, in or upon the demised premises or any portion thereof, or growing out of its existence, use or occupation, it being intended that said Tenant, when negligent through his agents or servants, shall indemnify said Landlord from any and all injuries, damages, claims and liabilities for which said Landlord might be held responsible.

12. **DEFAULT:** It is agreed that should any payment of rent as provided for herein be as much as thirty (30) days in arrears, and which is not cured within ten days of certified written notice, or should the terms of this lease be otherwise violated in any particular, the Landlord should have the right to terminate this Lease and re-enter and repossess the leased premises without prejudice to Landlord's rights (a) to distrain for all rent unpaid at such time; and (b) to take such other alternative or additional action in law or in equity as may be available as a remedy to the Landlord.

13. **ARBITRATION:** Any question or problem which arises

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between the parties out of or as a result of this Lease shall be then resolved by the parties; and, in the case of continuing disagreement any such problem shall be submitted to arbitration on the written request of either party, in which case each party shall appoint an arbiter, the two so appointed to select a third with the three serving as an arbitration board. The findings of the arbitration board shall be binding upon the parties.

14. TAXES: The Landlord shall be responsible for the base year property taxes. Base year property taxes shall be defined as the 2013 tax year. Any increase in property taxes over the base year property taxes shall be paid by the tenant based on a pro-rata share of the square footage they lease of the building (for the purpose of this lease, this will be computed as 32.34%). The Landlord will bill the Tenant for any overage on an annual basis.

15. SIGNS: The design, color, and location of any signs must be approved by the Landlord.

16. TENANT FIXTURES: Tenant has the right to remove any fixtures added to the lease space, but must return the space back to its original condition on the date of the commencement of this lease. These would be fixtures other than what has been installed in the lease space by the Landlord.

17. BUILDING FINISH SCHEDULE BY LANDLORD: The Landlord at their expense shall modify the building to be used as office space as agreed to by Landlord and Tenant.

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18. **INSURANCE:** Tenant agrees that upon taking occupancy of the premises, he will maintain on the premises public liability insurance with the Landlord and Tenant as an insured, with an amount no less than One Million ($1,000,000.00) Dollars for injuries and damages to any one person and One Million ($1,000,000.00) Dollars for injuries and damages to more than one person arising from the same incident and Twenty-five Thousand ($25,000.00) Dollars property damage; in conjunction with same, the Tenant agrees that during the period of the Lease, she shall indemnify and hold harmless the Landlord from any claims of the Tenant, his agents or servants, or from any third party arising from the use or occupancy of the premises by the Tenant; the Tenant agrees to name **C & M Enterprises,** General Partnership as an "additional insured' and shall furnish a copy or the policy required by this paragraph to the Landlord.

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THIS AGREEMENT shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, assigns, successors and personal representatives.

WITNESS the hands and seals of the parties hereto this 20th day of November 2013.

Signed, sealed and delivered in the presence of:

Colonial Family Practice,
Tenant

Witness Date By: Clay Lowder, MD
POC-Lissa Lara 843-412-1590

Lissa.lara@colonialfamilypractice.com

C & M Enterprises, Landlord

Witness 11/15/13 By: O. Mack Kolb, partner
Date

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SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT ("Sublease") is made on December 22, 2015 (the "Effective Date"), by and between Family Care Partners Management LLC, a Delaware limited liability company ("Sublandlord"), and Colonial Family Practice, LLC, a South Carolina limited liability company ("Subtenant").

BACKGROUND

A. Pursuant to a certain Commercial Lease Agreement, dated August 1, 2015 (the "Prime Lease"), Sublandlord leases from FutureMed, LLC, a South Carolina limited liability company ("Prime Landlord"), approximately 3,500 rentable square feet of space (the "Subleased Premises") located in the building having an address at 308 West Wesmark Boulevard, Sumter, South Carolina 29150 (the "Building"). All capitalized terms used but not defined herein shall have the meanings established for such terms in the Prime Lease.

B. Sublandlord and Subtenant are entering into a certain Management Services Agreement ("Management Agreement") on or about the Effective Date, pursuant to which Sublandlord has agreed to provide Subtenant with certain facilities and office space for the operation of Subtenant's business.

C. Subject to, and in accordance with, the terms and conditions hereinafter set forth, Sublandlord desires to sublease to Subtenant, and Subtenant desires to rent from Sublandlord, the Subleased Premises.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements contained herein, the parties hereto, each intending to be legally bound and to bind its respective successors and assigns, agree as follows:

1. Sublease Grant. For the Term (as defined below) and upon the terms, covenants and conditions herein set forth, Sublandlord hereby subleases to Subtenant, and Subtenant hereby subleases from Sublandlord, the Subleased Premises, together with the non-exclusive right with Prime Landlord and any other occupants of the Building to use all of the common areas, if any. During the Term, Subtenant shall have the right to receive and enjoy the benefit of the services required to be provided by Prime Landlord under the Prime Lease.

2. Subordinate to Prime Lease; Delivery Condition; Allocation of Liability.

a. This Sublease is and shall be subject and subordinate to the Prime Lease and to the matters to which the Prime Lease is or shall be subject and subordinate. A copy of the Prime Lease is attached hereto as Exhibit A. If for any reason the term of the Prime Lease shall terminate prior to the expiration date of this Sublease, this Sublease shall thereupon be automatically and immediately terminated and Sublandlord shall not be liable to Subtenant by reason thereof.

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b. Subtenant hereby acknowledges that Subtenant is accepting the Subleased Premises in its "as-is, where-is condition, with all faults", without any representations and warranties by Sublandlord.

3. Incorporation of Prime Lease.

a. Except as expressly set forth below, (i) every provision of the Prime Lease shall be deemed incorporated into, and made a part of, this Sublease by reference notwithstanding that such provisions are not restated herein; (ii) each reference in the Prime Lease to "Lease" shall be deemed a reference to this Sublease; (iii) each reference in the Prime Lease to the "Premises" shall be deemed a reference to the Subleased Premises under this Sublease; (iv) each reference in the Prime Lease to "Landlord" and "Tenant" shall be deemed a reference to "Sublandlord" and "Subtenant", respectively; (v) each reference in the Prime Lease to the "Term" shall be deemed a reference to the Term under this Sublease; (vi) each reference in the Prime Lease to the phrase "Commencement Date" shall be deemed a reference to the "Effective Date" of this Sublease; and (vii) each reference to the "date of this lease" or other similar phrase in the Prime Lease shall be deemed to be a reference to the date of this Sublease. However, notwithstanding the foregoing, Sublandlord is not assuming, and shall not be responsible or liable for Prime Landlord's obligation to perform any agreement or obligation or provide any service on the part of the "Landlord" under the Prime Lease, including, without limitation, any obligation to perform maintenance, repairs or replacement work or tenant improvement work or to rebuild following a casualty or condemnation affecting the Subleased Premises. In the event Prime Landlord fails to perform or observe any agreement or obligation on the part of Prime Landlord to be performed or observed pursuant to the Prime Lease, then, promptly following Subtenant's request, Sublandlord shall take reasonable, appropriate action against Prime Landlord, as permitted by law or by the terms of the Prime Lease, to enforce such agreements and obligations of Prime Landlord.

b. For purposes of incorporation by reference into this Sublease, the "Term" as defined in Section 2(c) of the Prime Lease shall refer to the time period commencing on the Effective Date of this Sublease and terminating in accordance with the terms of the Prime Lease (the "Term") unless (i) earlier terminated pursuant to the terms of this Sublease, or (ii) the Management Agreement is terminated in which case this Sublease shall immediately terminate and become null and void except for those obligations and liabilities of the parties that expressly survive the termination of this Sublease.

c. Notwithstanding the foregoing, the following provisions of the Prime Lease are hereby excluded from this Sublease: Section 9, the first sentence of the second grammatical paragraph of Section 19, from the words "The Landlord covenants and agrees…" to "upon the conditions herein set forth" in Section 20, and Sections 23 and 25.

d. The time limits contained in the Prime Lease for the giving of notices, making of demands or performing of any act, condition or covenant on the part of the tenant thereunder, or for the exercise by the tenant thereunder of any right, remedy or option, are changed for the purposes of incorporation herein by reference by shortening the same in each instance by two (2) days, so that in each instance Subtenant shall have two (2) days less time to observe or perform hereunder than Sublandlord has as the tenant under the Prime Lease.

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e. The rights of Prime Landlord under the Prime Lease may be enforced by, and are for the benefit of, both Sublandlord and Prime Landlord. Subtenant shall not do or permit to be done any act or thing which may constitute a breach or violation of any term, covenant or condition of the Prime Lease by the tenant thereunder, whether or not such act or thing is permitted under the provisions of this Sublease.

f. Notwithstanding anything to the contrary in this Sublease, with respect to any approval required to be obtained from the "Landlord" under the Prime Lease, such consent must be obtained from both the Prime Landlord and Sublandlord.

g. Any non-liability, indemnity or hold harmless provision in the Prime Lease for the benefit of Prime Landlord that is incorporated herein by reference, shall be deemed to inure to the benefit of Sublandlord, Prime Landlord and any other person intended to be benefited by said provision, for the purpose of incorporation by reference in this Sublease. Any right of Prime Landlord of access or inspection and any right of the landlord under the Prime Lease to do work in the Subleased Premises and any right of Prime Landlord in respect of rules and regulations shall be deemed to inure to the benefit of Sublandlord, Prime Landlord and any other person intended to be benefited by said provision, for the purpose of incorporation by reference in this Sublease. If any of the express provisions of this Sublease shall conflict with any of the provisions incorporated by reference, such conflict shall be resolved in every instance in favor of the express provisions of this Sublease, provided that such resolution does not result in or cause a breach of any provision of the Prime Lease.

h. Subtenant shall not in any event have any rights in respect of the Subleased Premises greater than Sublandlord's rights under the Prime Lease and, notwithstanding any provision to the contrary, as to obligations that pertain to the Subleased Premises and are contained in this Sublease by the incorporation by reference of the provisions of the Prime Lease, Sublandlord shall not be required to make any payment or perform any obligation and Sublandlord shall have no liability to Subtenant for any matter whatsoever, except for Sublandlord's obligation to pay the base monthly rent and additional costs due under the Prime Lease.

4. Subtenant's Performance. Subtenant shall timely pay and perform all covenants, agreements and obligations of the tenant under the Prime Lease, except as expressly provided in Section 3 above. Subtenant's failure to perform any such covenants, agreements and obligations shall be a breach of this Sublease.

5. Default. A default by Subtenant pursuant to the terms of the Management Agreement beyond all applicable notice and cure periods contained therein shall be deemed a default by Subtenant under this Sublease and in the event that Subtenant does not cure any such default prior to the expiration of any such notice and cure period, Sublandlord shall have available to it all rights and remedies contained in this Sublease, as incorporated by reference from the Prime Lease, and available at law and in equity.

6. Casualty Damage; Partial Taking. Notwithstanding the incorporation herein of

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Section 8 of the Prime Lease pertaining to damage to the Subleased Premises by fire or other casualty or of Section 18 of the Prime Lease pertaining to a partial taking, Sublandlord shall have no responsibility for the obligations of Prime Landlord thereunder, and Subtenant shall look solely to Prime Landlord in connection therewith; provided that Sublandlord, if and as requested by Subtenant, shall exercise its termination rights under such sections of the Prime Lease. To the extent that any portion of rent payable by the tenant under the Prime Lease is abated pursuant to such sections or otherwise, Subtenant shall be entitled to a corresponding abatement of rent hereunder, calculated as the rent otherwise payable by Subtenant multiplied by a fraction, the numerator of which is the number of rentable square feet within the Subleased Premises for which the abatement is being given and the denominator of which is the total number of rentable square feet in the Subleased Premises.

7. Assignment and Subletting. Subtenant shall not, by operation of law or otherwise, assign, sell, mortgage, pledge or in any manner transfer this Sublease or any interest therein, or sublet the Subleased Premises or any part or parts thereof, or grant any concession or license or otherwise permit occupancy of all or any part of the Subleased Premises by any person, without the prior consent of Sublandlord and Prime Landlord.

8. Surrender. Subtenant shall remove any alterations made to the Subleased Premises by Subtenant both prior to the Effective Date and during the Term as and to the extent required under the Prime Lease. Subtenant confirms that Subtenant will timely perform any and all surrender obligations contained in the Prime Lease.

9. Indemnity. Subtenant shall indemnify, protect, defend with counsel reasonably acceptable to Sublandlord and hold harmless Sublandlord from and against any and all claims, liabilities, judgments, causes of action, damages, costs and expenses (including, without being limited to, reasonable attorneys' and experts' fees and expenses), caused by or arising in connection with (a) a breach of Subtenant's covenants, representations and warranties under this Sublease, (b) the negligence or willful misconduct of Subtenant, or (c) the breach of any of the obligations of the tenant under the Prime Lease arising prior to the Effective Date.

10. Sublandlord's Limited Liability. In the event Sublandlord shall fail to perform any covenant, term or condition of this Sublease on Sublandlord's part required to be performed, or if Subtenant shall make any claim arising out of Subtenant's occupancy or use of the Subleased Premises based upon any action or omission of Sublandlord, Subtenant covenants and agrees to look solely to Sublandlord's interest in the Prime Lease for any recovery of a money judgment from Sublandlord from and after the date of this Sublease. In no event shall the stockholders, partners, directors, officers, agents or employees of Sublandlord (either individually or severally) be personally liable for any such judgment. Furthermore, in no event shall Subtenant be entitled to an award of incidental, consequential or punitive damages arising out of any breach by Sublandlord.

11. Notices. All notices contemplated under this Sublease by and between Sublandlord and Subtenant will be given in writing in accordance with the terms of the Management Agreement. All notices contemplated under this Sublease to be delivered to Prime Landlord shall be given in accordance with Section 26 of the Prime Lease.

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12. Brokers. Sublandlord and Subtenant represent to each other that neither party has dealt with any broker or other person who may be owed a commission in connection with the transactions contemplated by this Sublease. Each party agrees to hold the other party harmless from and against all claims for brokerage commissions, finder's fees, or other compensation made by any agent, broker, salesman or finder as a consequence of said party's actions or dealings with such agent, broker, salesman or finder.

13. Binding Effect; Amendments. The provisions of this Sublease shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. This Sublease constitutes the entire agreement between the parties hereto and may not be modified except by an instrument in writing signed by the parties hereto.

14. Severability. Each covenant and agreement contained in this Sublease is a separate and independent covenant and agreement. If any covenant or agreement or the application thereof to any person or circumstance shall to any extent be invalid and unenforceable, the remainder of this Sublease, or the application of such covenant or agreement to persons or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and all other covenants and agreements of this Sublease shall be valid and enforceable to the fullest extent permitted by law.

15. Counterparts. This Sublease may be executed in counterparts, each of which, when taken together as a whole, shall constitute one and the same instrument.

16. Governing Law. This Sublease shall be governed by the laws of the state in which the Subleased Premises is located, without regard to such state's internal conflicts of laws principles.

17. Condition Precedent. This Sublease, and Sublandlord's and Subtenant's respective obligations hereunder, are expressly conditioned upon obtaining the written consent of the Prime Landlord in a form mutually acceptable to Sublandlord and Subtenant. If such consent has not been obtained within thirty (30) days after the Effective Date, either party may terminate this Sublease by written notice to the other, whereupon the parties shall have no further obligation thereafter arising under this Sublease.

[SIGNATURES CONTINUE ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Sublease to be duly executed as of the date first above written.

SUBLANDLORD:

FAMILY CARE PARTNERS MANAGEMENT LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____

SUBTENANT:

COLONIAL FAMILY PRACTICE, LLC
a limited liability company

By: _____
Name: _____
Title: _____

[Signature Page to Sublease]

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EXHIBIT A

Copy of all documents comprising the Prime Lease

(See Attached)

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FUTUREMED, LLC

COMMERCIAL LEASE AGREEMENT

STATE OF SOUTH CAROLINA, COUNTY OF SUMTER

This Lease Agreement made the 1st day of August, 2015, by and between FutureMed, LLC, (the "Landlord") and Colonial Family Practice, LLC (the "Tenant").

WITNESSETH

The parties hereto agree for themselves, their successors and assigns, as follows:

1. **THE PREMISES.** The Landlord hereby leases to the Tenant, and the Tenant hereby accepts and rents from the Landlord, that certain office space, consisting of approximately 3,500 square feet (the "Premises") located at 308 West Wesmark Boulevard, Sumter, SC 29150 (the "Building"). Upon delivery to Tenant for Tenant's occupancy, the Premises, the Land and all improvements on the Land constituting Common Areas shall be in compliance with all applicable laws, regulations, codes and ordinances, including without limitation, the Americans with Disabilities Acts. The leased premises shall include the non-exclusive use by Tenant, its employees and customers, of all common areas, including but not limited to parking areas and sidewalks.

2. **TERM.** The term of this Agreement shall be as follows:

   (a) **Initial Term.** The Initial Term of this Agreement shall commence on the 1st day of the month following the premises being turned over to the Tenant for occupancy (Commencement Date) and shall continue for a period of ten (10) years, ending on the last day of the one hundred twentieth month (the "Initial Term").

   (b) **Extension Terms.** The Tenant has the option to extend this Agreement at the end of the Initial Term for two additional periods of Five (5) years (the "Extension Terms") by giving notice to the Landlord One Hundred Twenty (120) days before the expiration of the Initial Term of this Agreement. Excluding rent, all other provisions of this Agreement shall remain the same during any Extension Terms.

   (c) **Term.** All references in this agreement to the "Term of this Agreement" or the quote "Term" shall be deemed to refer to the initial term and the extension terms, if applicable.

3. **PAYMENT OF RENT.** The Tenant shall pay to the Landlord for the use, enjoyment, and the occupancy of the Premises during the Term, the following sums:

   (a) during the Initial Term, the annual sum ("fixed annual rent")

of seventy thousand dollars ($70,000.00), payable in advance in equal monthly installments ("base monthly rent") of five thousand eight hundred thirty three dollars and thirty three cents ($5,833.33), commencing on the Commencement date;

All monthly payments of fixed annual rent (the "rent") are payable in advance of the first day of each month during the Term of this Agreement. If the rent for any one month during this Agreement is not paid by the tenth of said month, the Tenant agrees to pay a penalty of ten (10%) percent of one month's rent; further, the Landlord may enforce collection of the amount due, together with the costs of collecting or any other litigation necessary to collect, including reasonable attorney's fees. If Tenant fails to pay any sum of rent and such failure shall continue for ten (10) days following delivery to Tenant of notice of non-payment, Landlord may, at its option, declare this Agreement to be cancelled and enter upon the Premises and eject the Tenant forthwith and collect as damages (a) accrued but unpaid rent, and (b) the present value of the Premises for the same period, discounted at the rate of eight percent per annum. Any such recovery, however, shall be subject to the Landlord's obligations to attempt to rent or lease the Premises for the remaining period to another lessee, or otherwise mitigate its damages. Failure to exercise this option by the Landlord upon default shall not constitute a waiver to exercise the same in the event of a subsequent default.

4. **TAXES AND INSURANCE.** The Tenant shall be responsible for the real property taxes on the Premises during the term of this Agreement as issues by the City of Sumter in the County of Sumter, South Carolina.

In addition, the Tenant agrees to pay all costs and expenses associated with maintaining Hazard Insurance on the subject premises in accordance with the insurance coverage requirements set forth in Section 6 below.

Upon receipt of the actual tax and insurance bills attributable to any calendar year during the Term of this Agreement, the Landlord shall furnish the Tenant with copies of the invoices. Any taxes or insurance premiums shall be paid by the Tenant within thirty days of receipt of the tax or insurance invoices.

5. **INSURANCE AND INDEMNITY.** The Tenant shall be responsible for carrying fire insurance with extended coverage on the Tenant's contents in the building, which include, but are not limited to, the Tenant's inventory, furniture, fixtures, equipment, leasehold improvements, and decor package. This insurance shall provide coverage for breakage of exterior and interior glass in the Premises. In addition, the Tenant shall carry public liability insurance naming the Landlord as an insured and having a minimum coverage of one million dollars ($1,000,000.000) dollars per occurrence. The Tenant shall furnish the Landlord with a certificate of said insurance upon demand. Landlord shall obtain "all risk" property insurance on the Building for the full replacement value thereof, exclusive of leasehold improvements, and liability insurance equivalent and coverage to that required of Tenant. Tenant and Landlord hereby release each other for any loss or damage with is covered by fire or extended coverage insurance as

hereinbefore provided, or which would be covered by such insurance were such insurance so maintained by the parties as required hereunder, even though such loss or damage might have been occasioned by the negligence of Tenant or of Landlord or their respective employees, contractors, or agents. Each party shall therefore look to its own insurance for reimbursement for any such insurable loss to real or personal property. Each party will obtain a corresponding waiver of subrogation provision on behalf of the other party in all of its fire and extended coverage insurance policies.

The Tenant covenants and agrees that it will defend, indemnify, protect and save harmless the Landlord from the claims of all persons arising from negligence or recklessness on the part of the Tenant, its agents, servants, or employees, in its use of the Premises. Nothing in this Agreement, however, shall be interpreted to indemnify the Landlord for its own negligence and recklessness. The Landlord covenants and agrees that it will defend, indemnify, protect and save harmless the Tenant from the claims of all persons arising from negligence or recklessness on the part of the Landlord, its agents, servants ,or employees, in its use of the Land, exclusive of the Premises. Nothing in this Agreement, however, shall be interpreted to indemnify Tenant for its own negligence and recklessness.

7. **UTILITIES.** The Tenant will pay for all janitorial services, grounds maintenance, sewer, water, electricity, gas, heat, air conditioning, telephone and other utilities supplied to the Premises at the actual costs thereof, and, where applicable, as determined metering of usage.

8. **INJURY TO THE PREMISES.** The Landlord and the Tenant hereby expressly agree to the following with respect to injury to the Premises:

(a) If the Premises are injured by fire or other casualty, within ten (10) days after the date on which the injury occurs (the "Injury Date") the Landlord shall ascertain and advise the Tenant in writing whether the damage caused by the injury (the "Damage") could reasonably be repaired within ninety (90) days after the Injury Date (the "Repair Period".)

(b) If the Damage could reasonably be repaired within the Repair Period, then (1) the Tenant shall not be entitled to terminate this Agreement, (2) the Landlord shall repair the Damage with all reasonable speed and shall complete such repair within the Repair Period and (3) the Tenant's rent shall be reduced, pro rata for time and space, to the extent that the Tenant is deprived of the occupancy of any portion of the Premises for the Tenant's purposes by reason of the injury and the making of the repairs. If the Landlord fails to complete the repair of the Damage within the Repair Period (as it may have been extended pursuant to the subsequent provisions of this subsection) the Tenant may, at the Tenant's option and in addition to any remedies that the Tenant may have against the Landlord as a result of such failure, at any time after the expiration of the Repair Period (and any extension thereof) and prior to the completion of the repair of Damage, terminate this Agreement by written notice to the Landlord. If the repair of the Damage by the Landlord is interrupted as a result of any strike or other labor disturbance, governmental restrictions or materials or physical forces beyond the

control of the Landlord, the Landlord shall take all reasonable steps to minimize any delay in the completion of the repair of the damage by reason of any such interruption and the Repair Period shall be extended by the number of days that such interruption or interruptions persist in spite of such efforts of the Landlord.

(c) If the Damage cannot reasonably be repaired within the Repair Period, then the Tenant may terminate this Agreement by written notice to the Landlord within thirty (30) days after the Injury Date. If the Tenant elects not to terminate this Agreement, the Landlord shall repair the Damage with all reasonable speed and the Tenant's rent shall be reduced, pro rata for time and space, to the extent that the Tenant is deprived of the occupancy of any portion of the Premises for the Tenant's purposes by reason of the injury and the making of the repairs.

(d) If the Tenant elects to terminate this Agreement pursuant to the provisions of subsection (c) of this Section, the Tenant's liability for payment for the rent provided for herein shall cease as of the date that notice of the termination is given by the Tenant and the Tenant shall be entitled to a refund of any rent paid with respect to any period subsequent to the termination date. If this Agreement is terminated pursuant to the provisions of subsection (c) of this Section, the Tenant's liability for the payment of the rent provided for herein shall cease as of the Injury Date and the Tenant shall be entitled to a refund of any rent paid with respect to any period subsequent to that date.

9. **REPAIRS TO THE PREMISES.** The Landlord, shall, without expense to the Tenant,

maintain and make all necessary repairs to the foundations, load bearing walls, roof, gutters, downspouts, water mains, gas and sewer lines, sidewalks, private roadways, parking areas, and common areas on or appurtenant to the Premises. In addition, the Landlord shall make all repairs to all building systems on or serving the Premises, including the heating and air conditioning system on or serving the Premises at its expense. The Landlord will not be responsible, however, to make any repairs which may have been occasioned or necessitated by the negligence of the Tenant, its agents, employees or invites, but this shall be the responsibility of the Tenant, subject to the provisions of Section 8 above. The Tenant will, at its own expense, keep and maintain in good order during the Term of this Agreement, all other non-structural components of the interior of the Premises, including, without limitation, the entire interior and all window glass, plate glass, doors, non-load bearing walls, floor coverings and lights, and the Tenant will at the end of the Term of this Agreement deliver the Premises to the Landlord in as good a condition as the same were when received by it, excepting only normal wear and tear, loss by casualty and condemnation, and repairs required to be made by the Landlord. Should the Landlord fail in the performance of its obligations under this Section, after notice and a reasonable period to cure, the Tenant may perform such work and will receive credit or reimbursement from the Landlord. Landlord also agrees to perform with reasonable diligence any repair obligations of Tenant, at Tenant's request and at Tenant's sole cost and expense.

10. **ALTERATIONS AND INSTALLATIONS.** The Tenant may from time to time, at its

expense and with the Landlord's approval, paint and decorate the Premises and make such non-structural changes, alterations, additions and improvements as will, in the judgment of the Tenant, better adapt the same for purpose of its business. The Tenant may make structural alterations or additions only with the written approval of the Landlord, which approval shall not be unreasonably withheld.

11. **MECHANIC'S LIEN.** If the Tenant alters or improves the Premises, the Tenant shall, at its own expense, cause to be discharged or released of record within thirty (30) days after filing, all notices of mechanic's liens filed with respect to such alteration or improvements in the Premises or any part thereof, for work or material furnished, which discharge or release of record shall include a discharge or release by bond where, in the Landlord's option, such is deemed appropriate. Should the Tenant fail to comply with any requirement on the Tenant's part to be performed as herein provided, within the time limit for such compliance, the Tenant shall take whatever action the Landlord deems appropriate to cure the default, and the Tenant agrees to pay to the Landlord the reasonable cost to the Landlord of curing any such default, including reasonable attorneys' fees.

12. **RIGHT OF ENTRY.** The Landlord or his agents shall have the right to enter upon the Premises at all times during the Term of this Agreement for the purpose of inspection, maintenance, repair and alteration and to show the same to prospective tenants or purchasers. Tenant shall have the right to be present during any non-emergency entry onto the Premises.

13. **FIXTURES AND PERSONAL PROPERTY.** At the commencement of the Initial Term and during the Term of this Agreement, the Tenant shall have the right, at its own expense, to install and maintain all necessary fixtures, equipment and property. Any trade fixtures, equipment and other property installed in or attached to the Premises by and at the expense of the Tenant shall remain the property of the Tenant, and the Landlord agrees that the Tenant shall have the right, at any time, and from time to time, to remove any and all of its trade fixtures, equipment and other property which it may have stored or installed in the Premises so long as all payments of rent are current. The Tenant agrees to repair any damage to the Premises caused by the removal of its fixtures or personal property.

14. **WATER DAMAGE.** It is expressly agreed and understood by and between the Landlord and the Tenant that the Landlord shall not be liable for any damage or injury by water, which may be sustained by the Tenant resulting from the carelessness, negligence, or improper conduct on the part of any other tenant, its agents, servants, or employees, or by reason of the unexpected breakage, leakage, or obstruction of water or sewer pipes.

15. **SIGNS.** The Landlord and the Tenant accept, acknowledge and agree that any exterior awnings, signs or advertising to be used by the Tenant in connection with the Premises shall be first submitted to the Landlord for approval, which approval shall not be unreasonably withheld and must meet city and county sign ordinances and codes.

16. **CARE OF THE PREMISES---RULES AND REGULATIONS.** The Tenant shall not

perform any acts or carry on any practices which injure the Premises or are a nuisance or menace to other tenants in the vicinity and shall keep the Premises under its control clean and free from rubbish and dirt at all times, and shall store all trash and garbage within the Premises and arrange for the regular removal of such trash and garbage. The Tenant shall, at all times, keep the Premises in a clean and sanitary condition in accordance with the laws, directions, rules and regulations of the governmental agencies having jurisdiction, at the sole cost and expense of the Tenant; and in all respects, the Tenant shall comply with all requirements of law applicable to the Premises.

17. **DEFAULT.** The Landlord and the Tenant accept, acknowledge and agree that in the event that the Tenant is in default of its obligations or covenants pursuant to this Agreement, other than the covenant for the payment of rent which is set forth in Section 3 of this Agreement, and said default shall continue for a period of thirty (30) days after the service of written notice of such default by the Landlord on the Tenant (unless the default cannot be cured within such thirty (30) day period, in which event Tenant will not be in default provided Tenant commences the cure of such default within such thirty (30) day period and thereafter pursues the cure of the default to completion with diligence and without material interruption or delay), then the Landlord may enter into and upon the Premises or any part thereof and repossess the same, with or without terminating this Agreement, and without prejudice to any of their remedies for rent or breach of covenant.

18. **EMINENT DOMAIN.** If the whole of the Premises or such portion thereof as will make the same unsuitable for use by the Tenant is condemned for any public use or purpose by any legally constituted authority, then in either of such events this Agreement shall cease and terminate from the time when possession is taken by such public authority and the rent shall be accounted for between the Landlord and the Tenant as of the date of the surrender or possession. Such terminations shall be without prejudice to the rights of either the Landlord or the Tenant to recover compensation from the condemning authority for any loss or damage caused by such condemnation.

If the Premises is subjected to condemnation as mentioned above, but not to such degree as would make the same unsuitable for the purposes for which the Tenant is using same, as determined by Tenant, then the rent which the Tenant shall pay monthly to the Landlord shall be reduced in the proportion that the part taken bears to the Premises as a whole.

19. **TAXES AND INSURANCE.** The Tenant agrees to pay promptly all taxes and assessments of every kind or nature which are now or hereafter may be imposed or assessed upon the Premises. The Landlord shall not be required to pay any taxes or assessments of any nature imposed or assessed upon fixtures, equipment, merchandise or other property installed in the Premises or brought thereon by the Tenant or any other person, but such shall be the obligation of the Tenant.

The Landlord will also maintain and pay for all adequate fire insurance, with extended coverage, on the Premises. The Tenant will provide for all insurance on its own contents in the Premises.

20. **WARRANTY.** The Landlord covenants and agrees that it has a record fee simple title to the Premises and all easements, rights of way, and appurtenances, and has full right and authority to lease the same upon the conditions herein set forth; and the Tenant shall peacefully and quietly hold and enjoy the Premises for the Term of this Agreement, so long as it does not default in the performance of its obligations pursuant to this Agreement beyond the expiration of any applicable period of notice and cure.

21. **EXERCISE OF RIGHTS.** No remedy herein or otherwise conferred upon or reserved to the Landlord or the Tenant shall be distinct, separate and cumulative and shall be in addition to every other remedy given hereunder, or now or hereafter existing at law or in equity or by statute; and every power and remedy given by the lease to the Landlord or the Tenant may be exercised from time to time as often as the occasion may arise, or as may be deemed expedient. No delay or omission of the Landlord or the Tenant to exercise any right or power arising from any default on the part of the other shall impair any such right or power, or shall be construed to be a waiver of any such default or any acquiescence thereto.

22. **BANKRUPTCY.** In the event the Tenant shall be adjudicated a bankrupt, or a temporary or permanent receiver is appointed for the Tenant in any Federal or State Court, or the Tenant shall otherwise become involved in insolvency or liquidation proceedings which are not dismissed or stayed within sixty (60) days, the Landlord shall have the right, at its option, to immediately terminate this Agreement and resume possession of the property.

23. **NO ASSIGNMENT.** The Tenant may not assign this Agreement nor sublet the Premises or any portion thereof without the prior written consent of the Landlord, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Tenant shall have the right without Landlord's prior consent, to assign this Lease or to sublet all or any portion of the Premises to any affiliate of Tenant or to any entity controlling, controlled by or under common control with Tenant or to any successor to Tenant by merger or the sale of stock or assets provided the assignee, successor or survivor shall continue to operate the business of Tenant as a going concern.

24. **BINDING EFFECT.** This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, assigns, subleases, successors and legal representatives.

25. **TERMINATION.** Either party may terminate this Lease at any time, for any reason by providing one hundred twenty (120) days written notice in accordance with Section 26 of this Lease.

26. **NOTICES.** Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by registered or certified mail to Landlord at the address then fixed for the payment of rent, and to Tenant at the address of the leased property. Either party may by written notice at any time designate a different address to which notices shall subsequently be sent. Any notice required or permitted under this

Lease shall be deemed sufficiently given or served if sent by registered or certified mail to Tenant as follows:

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement as of the 20th day of July, 2015.

Witness: Lauren Thompson

FutureMed, LLC

By: _____

Print: David G. Whaley, M.D.

Its: Shareholder

Colonial Family Practice, LLC

Witness: _____

By: _____

Print: Clayton R. Lowder, M.D.

Its: Managing Partner

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SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT ("Sublease") is made on December 22, 2015 (the "Effective Date"), by and between Family Care Partners Management LLC, a Delaware limited liability company ("Sublandlord"), and Colonial Family Practice, LLC, a South Carolina limited liability company ("Subtenant").

BACKGROUND

A. Pursuant to a certain Commercial Lease Agreement, dated August 1, 2015 (the "Prime Lease"), Sublandlord leases from WesMed, LLC, a South Carolina limited liability company ("Prime Landlord"), approximately 1,172 rentable square feet of space (the "Subleased Premises") located in the building having an address at 385 West Wesmark Boulevard, Sumter, South Carolina 29150 (the "Building"). All capitalized terms used but not defined herein shall have the meanings established for such terms in the Prime Lease.

B. Sublandlord and Subtenant are entering into a certain Management Services Agreement ("Management Agreement") on or about the Effective Date, pursuant to which Sublandlord has agreed to provide Subtenant with certain facilities and office space for the operation of Subtenant's business.

C. Subject to, and in accordance with, the terms and conditions hereinafter set forth, Sublandlord desires to sublease to Subtenant, and Subtenant desires to rent from Sublandlord, the Subleased Premises.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements contained herein, the parties hereto, each intending to be legally bound and to bind its respective successors and assigns, agree as follows:

1. Sublease Grant. For the Term (as defined below) and upon the terms, covenants and conditions herein set forth, Sublandlord hereby subleases to Subtenant, and Subtenant hereby subleases from Sublandlord, the Subleased Premises, together with the non-exclusive right with Prime Landlord and any other occupants of the Building to use all of the common areas, if any. During the Term, Subtenant shall have the right to receive and enjoy the benefit of the services required to be provided by Prime Landlord under the Prime Lease.

2. Subordinate to Prime Lease; Delivery Condition; Allocation of Liability.

a. This Sublease is and shall be subject and subordinate to the Prime Lease and to the matters to which the Prime Lease is or shall be subject and subordinate. A copy of the Prime Lease is attached hereto as Exhibit A. If for any reason the term of the Prime Lease shall terminate prior to the expiration date of this Sublease, this Sublease shall thereupon be automatically and immediately terminated and Sublandlord shall not be liable to Subtenant by reason thereof.

b. Subtenant hereby acknowledges that Subtenant is accepting the Subleased Premises in its "as-is, where-is condition, with all faults", without any representations and warranties by Sublandlord.

3. Incorporation of Prime Lease.

a. Except as expressly set forth below, (i) every provision of the Prime Lease shall be deemed incorporated into, and made a part of, this Sublease by reference notwithstanding that such provisions are not restated herein; (ii) each reference in the Prime Lease to "Lease" shall be deemed a reference to this Sublease; (iii) each reference in the Prime Lease to the "Premises" shall be deemed a reference to the Subleased Premises under this Sublease; (iv) each reference in the Prime Lease to "Landlord" and "Tenant" shall be deemed a reference to "Sublandlord" and "Subtenant", respectively; (v) each reference in the Prime Lease to the "Term" shall be deemed a reference to the Term under this Sublease; (vi) each reference in the Prime Lease to the phrase "Commencement Date" shall be deemed a reference to the "Effective Date" of this Sublease; and (vii) each reference to the "date of this lease" or other similar phrase in the Prime Lease shall be deemed to be a reference to the date of this Sublease. However, notwithstanding the foregoing, Sublandlord is not assuming, and shall not be responsible or liable for Prime Landlord's obligation to perform any agreement or obligation or provide any service on the part of the "Landlord" under the Prime Lease, including, without limitation, any obligation to perform maintenance, repairs or replacement work or tenant improvement work or to rebuild following a casualty or condemnation affecting the Subleased Premises. In the event Prime Landlord fails to perform or observe any agreement or obligation on the part of Prime Landlord to be performed or observed pursuant to the Prime Lease, then, promptly following Subtenant's request, Sublandlord shall take reasonable, appropriate action against Prime Landlord, as permitted by law or by the terms of the Prime Lease, to enforce such agreements and obligations of Prime Landlord.

b. For purposes of incorporation by reference into this Sublease, the "Term" as defined in Section 2(c) of the Prime Lease shall refer to the time period commencing on the Effective Date of this Sublease and terminating in accordance with the terms of the Prime Lease (the "Term") unless (i) earlier terminated pursuant to the terms of this Sublease, or (ii) the Management Agreement is terminated in which case this Sublease shall immediately terminate and become null and void except for those obligations and liabilities of the parties that expressly survive the termination of this Sublease.

c. Notwithstanding the foregoing, the following provisions of the Prime Lease are hereby excluded from this Sublease: Section 9, the first sentence of the second grammatical paragraph of Section 19, from the words "The Landlord covenants and agrees…" to "upon the conditions herein set forth" in Section 20, and Sections 23 and 25.

d. The time limits contained in the Prime Lease for the giving of notices, making of demands or performing of any act, condition or covenant on the part of the tenant thereunder, or for the exercise by the tenant thereunder of any right, remedy or option, are changed for the purposes of incorporation herein by reference by shortening the same in each instance by two (2) days, so that in each instance Subtenant shall have two (2) days less time to observe or perform hereunder than Sublandlord has as the tenant under the Prime Lease.

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e. The rights of Prime Landlord under the Prime Lease may be enforced by, and are for the benefit of, both Sublandlord and Prime Landlord. Subtenant shall not do or permit to be done any act or thing which may constitute a breach or violation of any term, covenant or condition of the Prime Lease by the tenant thereunder, whether or not such act or thing is permitted under the provisions of this Sublease.

f. Notwithstanding anything to the contrary in this Sublease, with respect to any approval required to be obtained from the "Landlord" under the Prime Lease, such consent must be obtained from both the Prime Landlord and Sublandlord.

g. Any non-liability, indemnity or hold harmless provision in the Prime Lease for the benefit of Prime Landlord that is incorporated herein by reference, shall be deemed to inure to the benefit of Sublandlord, Prime Landlord and any other person intended to be benefited by said provision, for the purpose of incorporation by reference in this Sublease. Any right of Prime Landlord of access or inspection and any right of the landlord under the Prime Lease to do work in the Subleased Premises and any right of Prime Landlord in respect of rules and regulations shall be deemed to inure to the benefit of Sublandlord, Prime Landlord and any other person intended to be benefited by said provision, for the purpose of incorporation by reference in this Sublease. If any of the express provisions of this Sublease shall conflict with any of the provisions incorporated by reference, such conflict shall be resolved in every instance in favor of the express provisions of this Sublease, provided that such resolution does not result in or cause a breach of any provision of the Prime Lease.

h. Subtenant shall not in any event have any rights in respect of the Subleased Premises greater than Sublandlord's rights under the Prime Lease and, notwithstanding any provision to the contrary, as to obligations that pertain to the Subleased Premises and are contained in this Sublease by the incorporation by reference of the provisions of the Prime Lease, Sublandlord shall not be required to make any payment or perform any obligation and Sublandlord shall have no liability to Subtenant for any matter whatsoever, except for Sublandlord's obligation to pay the base monthly rent and additional costs due under the Prime Lease.

4. Subtenant's Performance. Subtenant shall timely pay and perform all covenants, agreements and obligations of the tenant under the Prime Lease, except as expressly provided in Section 3 above. Subtenant's failure to perform any such covenants, agreements and obligations shall be a breach of this Sublease.

5. Default. A default by Subtenant pursuant to the terms of the Management Agreement beyond all applicable notice and cure periods contained therein shall be deemed a default by Subtenant under this Sublease and in the event that Subtenant does not cure any such default prior to the expiration of any such notice and cure period, Sublandlord shall have available to it all rights and remedies contained in this Sublease, as incorporated by reference from the Prime Lease, and available at law and in equity.

6. Casualty Damage; Partial Taking. Notwithstanding the incorporation herein of

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Section 8 of the Prime Lease pertaining to damage to the Subleased Premises by fire or other casualty or of Section 18 of the Prime Lease pertaining to a partial taking, Sublandlord shall have no responsibility for the obligations of Prime Landlord thereunder, and Subtenant shall look solely to Prime Landlord in connection therewith; provided that Sublandlord, if and as requested by Subtenant, shall exercise its termination rights under such sections of the Prime Lease. To the extent that any portion of rent payable by the tenant under the Prime Lease is abated pursuant to such sections or otherwise, Subtenant shall be entitled to a corresponding abatement of rent hereunder, calculated as the rent otherwise payable by Subtenant multiplied by a fraction, the numerator of which is the number of rentable square feet within the Subleased Premises for which the abatement is being given and the denominator of which is the total number of rentable square feet in the Subleased Premises.

7. Assignment and Subletting. Subtenant shall not, by operation of law or otherwise, assign, sell, mortgage, pledge or in any manner transfer this Sublease or any interest therein, or sublet the Subleased Premises or any part or parts thereof, or grant any concession or license or otherwise permit occupancy of all or any part of the Subleased Premises by any person, without the prior consent of Sublandlord and Prime Landlord.

8. Surrender. Subtenant shall remove any alterations made to the Subleased Premises by Subtenant both prior to the Effective Date and during the Term as and to the extent required under the Prime Lease. Subtenant confirms that Subtenant will timely perform any and all surrender obligations contained in the Prime Lease.

9. Indemnity. Subtenant shall indemnify, protect, defend with counsel reasonably acceptable to Sublandlord and hold harmless Sublandlord from and against any and all claims, liabilities, judgments, causes of action, damages, costs and expenses (including, without being limited to, reasonable attorneys' and experts' fees and expenses), caused by or arising in connection with (a) a breach of Subtenant's covenants, representations and warranties under this Sublease, (b) the negligence or willful misconduct of Subtenant, or (c) the breach of any of the obligations of the tenant under the Prime Lease arising prior to the Effective Date.

10. Sublandlord's Limited Liability. In the event Sublandlord shall fail to perform any covenant, term or condition of this Sublease on Sublandlord's part required to be performed, or if Subtenant shall make any claim arising out of Subtenant's occupancy or use of the Subleased Premises based upon any action or omission of Sublandlord, Subtenant covenants and agrees to look solely to Sublandlord's interest in the Prime Lease for any recovery of a money judgment from Sublandlord from and after the date of this Sublease. In no event shall the stockholders, partners, directors, officers, agents or employees of Sublandlord (either individually or severally) be personally liable for any such judgment. Furthermore, in no event shall Subtenant be entitled to an award of incidental, consequential or punitive damages arising out of any breach by Sublandlord.

11. Notices. All notices contemplated under this Sublease by and between Sublandlord and Subtenant will be given in writing in accordance with the terms of the Management Agreement. All notices contemplated under this Sublease to be delivered to Prime Landlord shall be given in accordance with Section 26 of the Prime Lease.

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12. Brokers. Sublandlord and Subtenant represent to each other that neither party has dealt with any broker or other person who may be owed a commission in connection with the transactions contemplated by this Sublease. Each party agrees to hold the other party harmless from and against all claims for brokerage commissions, finder's fees, or other compensation made by any agent, broker, salesman or finder as a consequence of said party's actions or dealings with such agent, broker, salesman or finder.

13. Binding Effect; Amendments. The provisions of this Sublease shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. This Sublease constitutes the entire agreement between the parties hereto and may not be modified except by an instrument in writing signed by the parties hereto.

14. Severability. Each covenant and agreement contained in this Sublease is a separate and independent covenant and agreement. If any covenant or agreement or the application thereof to any person or circumstance shall to any extent be invalid and unenforceable, the remainder of this Sublease, or the application of such covenant or agreement to persons or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and all other covenants and agreements of this Sublease shall be valid and enforceable to the fullest extent permitted by law.

15. Counterparts. This Sublease may be executed in counterparts, each of which, when taken together as a whole, shall constitute one and the same instrument.

16. Governing Law. This Sublease shall be governed by the laws of the state in which the Subleased Premises is located, without regard to such state's internal conflicts of laws principles.

17. Condition Precedent. This Sublease, and Sublandlord's and Subtenant's respective obligations hereunder, are expressly conditioned upon obtaining the written consent of the Prime Landlord in a form mutually acceptable to Sublandlord and Subtenant. If such consent has not been obtained within thirty (30) days after the Effective Date, either party may terminate this Sublease by written notice to the other, whereupon the parties shall have no further obligation thereafter arising under this Sublease.

[SIGNATURES CONTINUE ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Sublease to be duly executed as of the date first above written.

SUBLANDLORD:

FAMILY CARE PARTNERS MANAGEMENT LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____

SUBTENANT:

COLONIAL FAMILY PRACTICE, LLC
a limited liability company

By: _____
Name: _____
Title: _____

EXHIBIT A

Copy of all documents comprising the Prime Lease

(See Attached)

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WESMED, LLC

COMMERCIAL LEASE AGREEMENT

STATE OF SOUTH CAROLINA, COUNTY OF SUMTER

This Lease Agreement made the 1st day of August, 2015, by and between WesMed, LLC, (the "Landlord") and Colonial Family Practice, LLC (the "Tenant").

WITNESSETH

The parties hereto agree for themselves, their successors and assigns, as follows:

1. **THE PREMISES.** The Landlord hereby leases to the Tenant, and the Tenant hereby accepts and rents from the Landlord, that certain office space, consisting of approximately 1,172 square feet (the "Premises") located at 385 West Wesmark Boulevard, Sumter, SC 29150 (the "Building"). Upon delivery to Tenant for Tenant's occupancy, the Premises, the Land and all improvements on the Land constituting Common Areas shall be in compliance with all applicable laws, regulations, codes and ordinances, including without limitation, the Americans with Disabilities Acts. The leased premises shall include the non-exclusive use by Tenant, its employees and customers, of all common areas, including but not limited to parking areas and sidewalks.

2. **TERM.** The term of this Agreement shall be as follows:

   (a) **Initial Term.** The Initial Term of this Agreement shall commence on the 1st day of the month following the premises being turned over to the Tenant for occupancy (Commencement Date) and shall continue for a period of ten (10) years, ending on the last day of the one hundred twentieth month (the "Initial Term").

   (b) **Extension Terms.** The Tenant has the option to extend this Agreement at the end of the Initial Term for two additional periods of Five (5) years (the "Extension Terms") by giving notice to the Landlord One Hundred Twenty (120) days before the expiration of the Initial Term of this Agreement. Excluding rent, all other provisions of this Agreement shall remain the same during any Extension Terms.

   (c) **Term.** All references in this agreement to the "Term of this Agreement" or the quote "Term" shall be deemed to refer to the initial term and the extension terms, if applicable.

3. **PAYMENT OF RENT.** The Tenant shall pay to the Landlord for the use, enjoyment, and the occupancy of the Premises during the Term, the following sums:

   (a) during the Initial Term, the annual sum ("fixed annual rent")

of twenty three thousand four hundred forty dollars ($23,440.00), payable in advance in equal monthly installments ("base monthly rent") of one thousand nine hundred fifty three dollars and thirty three cents ($1,953.33), commencing on the Commencement date;

All monthly payments of fixed annual rent (the "rent") are payable in advance of the first day of each month during the Term of this Agreement. If the rent for any one month during this Agreement is not paid by the tenth of said month, the Tenant agrees to pay a penalty of ten (10%) percent of one month's rent; further, the Landlord may enforce collection of the amount due, together with the costs of collecting or any other litigation necessary to collect, including reasonable attorney's fees. If Tenant fails to pay any sum of rent and such failure shall continue for ten (10) days following delivery to Tenant of notice of non-payment, Landlord may, at its option, declare this Agreement to be cancelled and enter upon the Premises and eject the Tenant forthwith and collect as damages (a) accrued but unpaid rent, and (b) the present value of the Premises for the same period, discounted at the rate of eight percent per annum. Any such recovery, however, shall be subject to the Landlord's obligations to attempt to rent or lease the Premises for the remaining period to another lessee, or otherwise mitigate its damages. Failure to exercise this option by the Landlord upon default shall not constitute a waiver to exercise the same in the event of a subsequent default.

4. **TAXES AND INSURANCE.** The Tenant shall be responsible for the real property taxes on the Premises during the term of this Agreement as issues by the City of Sumter in the County of Sumter, South Carolina.

In addition, the Tenant agrees to pay all costs and expenses associated with maintaining Hazard Insurance on the subject premises in accordance with the insurance coverage requirements set forth in Section 6 below.

Upon receipt of the actual tax and insurance bills attributable to any calendar year during the Term of this Agreement, the Landlord shall furnish the Tenant with copies of the invoices. Any taxes or insurance premiums shall be paid by the Tenant within thirty days of receipt of the tax or insurance invoices.

5. **INSURANCE AND INDEMNITY.** The Tenant shall be responsible for carrying fire insurance with extended coverage on the Tenant's contents in the building, which include, but are not limited to, the Tenant's inventory, furniture, fixtures, equipment, leasehold improvements, and decor package. This insurance shall provide coverage for breakage of exterior and interior glass in the Premises. In addition, the Tenant shall carry public liability insurance naming the Landlord as an insured and having a minimum coverage of one million dollars ($1,000,000.000) dollars per occurrence. The Tenant shall furnish the Landlord with a certificate of said insurance upon demand. Landlord shall obtain "all risk" property insurance on the Building for the full replacement value thereof, exclusive of leasehold improvements, and liability insurance equivalent and coverage to that required of Tenant. Tenant and Landlord hereby release each other for any loss or damage with is covered by fire or extended coverage insurance as

hereinbefore provided, or which would be covered by such insurance were such insurance so maintained by the parties as required hereunder, even though such loss or damage might have been occasioned by the negligence of Tenant or of Landlord or their respective employees, contractors, or agents. Each party shall therefore look to its own insurance for reimbursement for any such insurable loss to real or personal property. Each party will obtain a corresponding waiver of subrogation provision on behalf of the other party in all of its fire and extended coverage insurance policies.

The Tenant covenants and agrees that it will defend, indemnify, protect and save harmless the Landlord from the claims of all persons arising from negligence or recklessness on the part of the Tenant, its agents, servants, or employees, in its use of the Premises. Nothing in this Agreement, however, shall be interpreted to indemnify the Landlord for its own negligence and recklessness. The Landlord covenants and agrees that it will defend, indemnify, protect and save harmless the Tenant from the claims of all persons arising from negligence or recklessness on the part of the Landlord, its agents, servants ,or employees, in its use of the Land, exclusive of the Premises. Nothing in this Agreement, however, shall be interpreted to indemnify Tenant for its own negligence and recklessness.

7. **UTILITIES.** The Tenant will pay for all janitorial services, grounds maintenance, sewer, water, electricity, gas, heat, air conditioning, telephone and other utilities supplied to the Premises at the actual costs thereof, and, where applicable, as determined metering of usage.

8. **INJURY TO THE PREMISES.** The Landlord and the Tenant hereby expressly agree to the following with respect to injury to the Premises:

(a) If the Premises are injured by fire or other casualty, within ten (10) days after the date on which the injury occurs (the "Injury Date") the Landlord shall ascertain and advise the Tenant in writing whether the damage caused by the injury (the "Damage") could reasonably be repaired within ninety (90) days after the Injury Date (the "Repair Period".)

(b) If the Damage could reasonably be repaired within the Repair Period, then (1) the Tenant shall not be entitled to terminate this Agreement, (2) the Landlord shall repair the Damage with all reasonable speed and shall complete such repair within the Repair Period and (3) the Tenant's rent shall be reduced, pro rata for time and space, to the extent that the Tenant is deprived of the occupancy of any portion of the Premises for the Tenant's purposes by reason of the injury and the making of the repairs. If the Landlord fails to complete the repair of the Damage within the Repair Period (as it may have been extended pursuant to the subsequent provisions of this subsection) the Tenant may, at the Tenant's option and in addition to any remedies that the Tenant may have against the Landlord as a result of such failure, at any time after the expiration of the Repair Period (and any extension thereof) and prior to the completion of the repair of Damage, terminate this Agreement by written notice to the Landlord. If the repair of the Damage by the Landlord is interrupted as a result of any strike or other labor disturbance, governmental restrictions or materials or physical forces beyond the

control of the Landlord, the Landlord shall take all reasonable steps to minimize any delay in the completion of the repair of the damage by reason of any such interruption and the Repair Period shall be extended by the number of days that such interruption or interruptions persist in spite of such efforts of the Landlord.

(c) If the Damage cannot reasonably be repaired within the Repair Period, then the Tenant may terminate this Agreement by written notice to the Landlord within thirty (30) days after the Injury Date. If the Tenant elects not to terminate this Agreement, the Landlord shall repair the Damage with all reasonable speed and the Tenant's rent shall be reduced, pro rata for time and space, to the extent that the Tenant is deprived of the occupancy of any portion of the Premises for the Tenant's purposes by reason of the injury and the making of the repairs.

(d) If the Tenant elects to terminate this Agreement pursuant to the provisions of subsection (c) of this Section, the Tenant's liability for payment for the rent provided for herein shall cease as of the date that notice of the termination is given by the Tenant and the Tenant shall be entitled to a refund of any rent paid with respect to any period subsequent to the termination date. If this Agreement is terminated pursuant to the provisions of subsection (c) of this Section, the Tenant's liability for the payment of the rent provided for herein shall cease as of the Injury Date and the Tenant shall be entitled to a refund of any rent paid with respect to any period subsequent to that date.

9. **REPAIRS TO THE PREMISES.** The Landlord, shall, without expense to the Tenant,

maintain and make all necessary repairs to the foundations, load bearing walls, roof, gutters, downspouts, water mains, gas and sewer lines, sidewalks, private roadways, parking areas, and common areas on or appurtenant to the Premises. In addition, the Landlord shall make all repairs to all building systems on or serving the Premises, including the heating and air conditioning system on or serving the Premises at its expense. The Landlord will not be responsible, however, to make any repairs which may have been occasioned or necessitated by the negligence of the Tenant, its agents, employees or invites, but this shall be the responsibility of the Tenant, subject to the provisions of Section 8 above. The Tenant will, at its own expense, keep and maintain in good order during the Term of this Agreement, all other non-structural components of the interior of the Premises, including, without limitation, the entire interior and all window glass, plate glass, doors, non-load bearing walls, floor coverings and lights, and the Tenant will at the end of the Term of this Agreement deliver the Premises to the Landlord in as good a condition as the same were when received by it, excepting only normal wear and tear, loss by casualty and condemnation, and repairs required to be made by the Landlord. Should the Landlord fail in the performance of its obligations under this Section, after notice and a reasonable period to cure, the Tenant may perform such work and will receive credit or reimbursement from the Landlord. Landlord also agrees to perform with reasonable diligence any repair obligations of Tenant, at Tenant's request and at Tenant's sole cost and expense.

10. **ALTERATIONS AND INSTALLATIONS.** The Tenant may from time to time, at its

expense and with the Landlord's approval, paint and decorate the Premises and make such non-structural changes, alterations, additions and improvements as will, in the judgment of the Tenant, better adapt the same for purpose of its business. The Tenant may make structural alterations or additions only with the written approval of the Landlord, which approval shall not be unreasonably withheld.

11. **MECHANIC'S LIEN.** If the Tenant alters or improves the Premises, the Tenant shall, at its own expense, cause to be discharged or released of record within thirty (30) days after filing, all notices of mechanic's liens filed with respect to such alteration or improvements in the Premises or any part thereof, for work or material furnished, which discharge or release of record shall include a discharge or release by bond where, in the Landlord's option, such is deemed appropriate. Should the Tenant fail to comply with any requirement on the Tenant's part to be performed as herein provided, within the time limit for such compliance, the Tenant shall take whatever action the Landlord deems appropriate to cure the default, and the Tenant agrees to pay to the Landlord the reasonable cost to the Landlord of curing any such default, including reasonable attorneys' fees.

12. **RIGHT OF ENTRY.** The Landlord or his agents shall have the right to enter upon the Premises at all times during the Term of this Agreement for the purpose of inspection, maintenance, repair and alteration and to show the same to prospective tenants or purchasers. Tenant shall have the right to be present during any non-emergency entry onto the Premises.

13. **FIXTURES AND PERSONAL PROPERTY.** At the commencement of the Initial Term and during the Term of this Agreement, the Tenant shall have the right, at its own expense, to install and maintain all necessary fixtures, equipment and property. Any trade fixtures, equipment and other property installed in or attached to the Premises by and at the expense of the Tenant shall remain the property of the Tenant, and the Landlord agrees that the Tenant shall have the right, at any time, and from time to time, to remove any and all of its trade fixtures, equipment and other property which it may have stored or installed in the Premises so long as all payments of rent are current. The Tenant agrees to repair any damage to the Premises caused by the removal of its fixtures or personal property.

14. **WATER DAMAGE.** It is expressly agreed and understood by and between the Landlord and the Tenant that the Landlord shall not be liable for any damage or injury by water, which may be sustained by the Tenant resulting from the carelessness, negligence, or improper conduct on the part of any other tenant, its agents, servants, or employees, or by reason of the unexpected breakage, leakage, or obstruction of water or sewer pipes.

15. **SIGNS.** The Landlord and the Tenant accept, acknowledge and agree that any exterior awnings, signs or advertising to be used by the Tenant in connection with the Premises shall be first submitted to the Landlord for approval, which approval shall not be unreasonably withheld and must meet city and county sign ordinances and codes.

16. **CARE OF THE PREMISES---RULES AND REGULATIONS.** The Tenant shall not

perform any acts or carry on any practices which injure the Premises or are a nuisance or menace to other tenants in the vicinity and shall keep the Premises under its control clean and free from rubbish and dirt at all times, and shall store all trash and garbage within the Premises and arrange for the regular removal of such trash and garbage. The Tenant shall, at all times, keep the Premises in a clean and sanitary condition in accordance with the laws, directions, rules and regulations of the governmental agencies having jurisdiction, at the sole cost and expense of the Tenant; and in all respects, the Tenant shall comply with all requirements of law applicable to the Premises.

17. **DEFAULT.** The Landlord and the Tenant accept, acknowledge and agree that in the event that the Tenant is in default of its obligations or covenants pursuant to this Agreement, other than the covenant for the payment of rent which is set forth in Section 3 of this Agreement, and said default shall continue for a period of thirty (30) days after the service of written notice of such default by the Landlord on the Tenant (unless the default cannot be cured within such thirty (30) day period, in which event Tenant will not be in default provided Tenant commences the cure of such default within such thirty (30) day period and thereafter pursues the cure of the default to completion with diligence and without material interruption or delay), then the Landlord may enter into and upon the Premises or any part thereof and repossess the same, with or without terminating this Agreement, and without prejudice to any of their remedies for rent or breach of covenant.

18. **EMINENT DOMAIN.** If the whole of the Premises or such portion thereof as will make the same unsuitable for use by the Tenant is condemned for any public use or purpose by any legally constituted authority, then in either of such events this Agreement shall cease and terminate from the time when possession is taken by such public authority and the rent shall be accounted for between the Landlord and the Tenant as of the date of the surrender or possession. Such terminations shall be without prejudice to the rights of either the Landlord or the Tenant to recover compensation from the condemning authority for any loss or damage caused by such condemnation.

If the Premises is subjected to condemnation as mentioned above, but not to such degree as would make the same unsuitable for the purposes for which the Tenant is using same, as determined by Tenant, then the rent which the Tenant shall pay monthly to the Landlord shall be reduced in the proportion that the part taken bears to the Premises as a whole.

19. **TAXES AND INSURANCE.** The Tenant agrees to pay promptly all taxes and assessments of every kind or nature which are now or hereafter may be imposed or assessed upon the Premises. The Landlord shall not be required to pay any taxes or assessments of any nature imposed or assessed upon fixtures, equipment, merchandise or other property installed in the Premises or brought thereon by the Tenant or any other person, but such shall be the obligation of the Tenant.

The Landlord will also maintain and pay for all adequate fire insurance, with extended coverage, on the Premises. The Tenant will provide for all insurance on its own contents in the Premises.

20. **WARRANTY.** The Landlord covenants and agrees that it has a record fee simple title to the Premises and all easements, rights of way, and appurtenances, and has full right and authority to lease the same upon the conditions herein set forth; and the Tenant shall peacefully and quietly hold and enjoy the Premises for the Term of this Agreement, so long as it does not default in the performance of its obligations pursuant to this Agreement beyond the expiration of any applicable period of notice and cure.

21. **EXERCISE OF RIGHTS.** No remedy herein or otherwise conferred upon or reserved to the Landlord or the Tenant shall be distinct, separate and cumulative and shall be in addition to every other remedy given hereunder, or now or hereafter existing at law or in equity or by statute; and every power and remedy given by the lease to the Landlord or the Tenant may be exercised from time to time as often as the occasion may arise, or as may be deemed expedient. No delay or omission of the Landlord or the Tenant to exercise any right or power arising from any default on the part of the other shall impair any such right or power, or shall be construed to be a waiver of any such default or any acquiescence thereto.

22. **BANKRUPTCY.** In the event the Tenant shall be adjudicated a bankrupt, or a temporary or permanent receiver is appointed for the Tenant in any Federal or State Court, or the Tenant shall otherwise become involved in insolvency or liquidation proceedings which are not dismissed or stayed within sixty (60) days, the Landlord shall have the right, at its option, to immediately terminate this Agreement and resume possession of the property.

23. **NO ASSIGNMENT.** The Tenant may not assign this Agreement nor sublet the Premises or any portion thereof without the prior written consent of the Landlord, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Tenant shall have the right without Landlord's prior consent, to assign this Lease or to sublet all or any portion of the Premises to any affiliate of Tenant or to any entity controlling, controlled by or under common control with Tenant or to any successor to Tenant by merger or the sale of stock or assets provided the assignee, successor or survivor shall continue to operate the business of Tenant as a going concern.

24. **BINDING EFFECT.** This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, assigns, subleases, successors and legal representatives.

25. **TERMINATION.** Either party may terminate this Lease at any time, for any reason by providing one hundred twenty (120) days written notice in accordance with Section 26 of this Lease.

26. **NOTICES.** Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by registered or certified mail to Landlord at the address then fixed for the payment of rent, and to Tenant at the address of the leased property. Either party may by written notice at any time designate a different address to which notices shall subsequently be sent. Any notice required or permitted under this

Lease shall be deemed sufficiently given or served if sent by registered or certified mail to Tenant as follows:

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement as of the 23rd day of July, 2015.

Witness: Lauren Thompson

WesMed, LLC

By: David G. Whaley

Print: David G. Whaley, M.D.

Its: Shareholder

Witness: Lauren Singleton

Colonial Family Practice, LLC

By: Clay Lowder

Print: Clay Lowder

Its: Managing Partner

SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT ("Sublease") is made on December 22, 2015 (the "Effective Date"), by and between Family Care Partners Management LLC, a Delaware limited liability company ("Sublandlord"), and Colonial Family Practice, LLC, a South Carolina limited liability company ("Subtenant").

BACKGROUND

A. Pursuant to a certain Commercial Lease Agreement, dated August 1, 2015 (the "Prime Lease"), Sublandlord leases from WesMed, LLC, a South Carolina limited liability company ("Prime Landlord"), approximately 758 rentable square feet of space (the "Subleased Premises") located in the building having an address at 385 West Wesmark Boulevard, Sumter, South Carolina 29150 (the "Building"). All capitalized terms used but not defined herein shall have the meanings established for such terms in the Prime Lease.

B. Sublandlord and Subtenant are entering into a certain Management Services Agreement ("Management Agreement") on or about the Effective Date, pursuant to which Sublandlord has agreed to provide Subtenant with certain facilities and office space for the operation of Subtenant's business.

C. Subject to, and in accordance with, the terms and conditions hereinafter set forth, Sublandlord desires to sublease to Subtenant, and Subtenant desires to rent from Sublandlord, the Subleased Premises.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements contained herein, the parties hereto, each intending to be legally bound and to bind its respective successors and assigns, agree as follows:

1. Sublease Grant. For the Term (as defined below) and upon the terms, covenants and conditions herein set forth, Sublandlord hereby subleases to Subtenant, and Subtenant hereby subleases from Sublandlord, the Subleased Premises, together with the non-exclusive right with Prime Landlord and any other occupants of the Building to use all of the common areas, if any. During the Term, Subtenant shall have the right to receive and enjoy the benefit of the services required to be provided by Prime Landlord under the Prime Lease.

2. Subordinate to Prime Lease; Delivery Condition; Allocation of Liability.

a. This Sublease is and shall be subject and subordinate to the Prime Lease and to the matters to which the Prime Lease is or shall be subject and subordinate. A copy of the Prime Lease is attached hereto as Exhibit A. If for any reason the term of the Prime Lease shall terminate prior to the expiration date of this Sublease, this Sublease shall thereupon be automatically and immediately terminated and Sublandlord shall not be liable to Subtenant by reason thereof.

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b. Subtenant hereby acknowledges that Subtenant is accepting the Subleased Premises in its "as-is, where-is condition, with all faults", without any representations and warranties by Sublandlord.

3. Incorporation of Prime Lease.

a. Except as expressly set forth below, (i) every provision of the Prime Lease shall be deemed incorporated into, and made a part of, this Sublease by reference notwithstanding that such provisions are not restated herein; (ii) each reference in the Prime Lease to "Lease" shall be deemed a reference to this Sublease; (iii) each reference in the Prime Lease to the "Premises" shall be deemed a reference to the Subleased Premises under this Sublease; (iv) each reference in the Prime Lease to "Landlord" and "Tenant" shall be deemed a reference to "Sublandlord" and "Subtenant", respectively; (v) each reference in the Prime Lease to the "Term" shall be deemed a reference to the Term under this Sublease; (vi) each reference in the Prime Lease to the phrase "Commencement Date" shall be deemed a reference to the "Effective Date" of this Sublease; and (vii) each reference to the "date of this lease" or other similar phrase in the Prime Lease shall be deemed to be a reference to the date of this Sublease. However, notwithstanding the foregoing, Sublandlord is not assuming, and shall not be responsible or liable for Prime Landlord's obligation to perform any agreement or obligation or provide any service on the part of the "Landlord" under the Prime Lease, including, without limitation, any obligation to perform maintenance, repairs or replacement work or tenant improvement work or to rebuild following a casualty or condemnation affecting the Subleased Premises. In the event Prime Landlord fails to perform or observe any agreement or obligation on the part of Prime Landlord to be performed or observed pursuant to the Prime Lease, then, promptly following Subtenant's request, Sublandlord shall take reasonable, appropriate action against Prime Landlord, as permitted by law or by the terms of the Prime Lease, to enforce such agreements and obligations of Prime Landlord.

b. For purposes of incorporation by reference into this Sublease, the "Term" as defined in Section 2(c) of the Prime Lease shall refer to the time period commencing on the Effective Date of this Sublease and terminating in accordance with the terms of the Prime Lease (the "Term") unless (i) earlier terminated pursuant to the terms of this Sublease, or (ii) the Management Agreement is terminated in which case this Sublease shall immediately terminate and become null and void except for those obligations and liabilities of the parties that expressly survive the termination of this Sublease.

c. Notwithstanding the foregoing, the following provisions of the Prime Lease are hereby excluded from this Sublease: Section 9, the first sentence of the second grammatical paragraph of Section 19, from the words "The Landlord covenants and agrees…" to "upon the conditions herein set forth" in Section 20, and Sections 23 and 25.

d. The time limits contained in the Prime Lease for the giving of notices, making of demands or performing of any act, condition or covenant on the part of the tenant thereunder, or for the exercise by the tenant thereunder of any right, remedy or option, are changed for the purposes of incorporation herein by reference by shortening the same in each instance by two (2) days, so that in each instance Subtenant shall have two (2) days less time to observe or perform hereunder than Sublandlord has as the tenant under the Prime Lease.

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e. The rights of Prime Landlord under the Prime Lease may be enforced by, and are for the benefit of, both Sublandlord and Prime Landlord. Subtenant shall not do or permit to be done any act or thing which may constitute a breach or violation of any term, covenant or condition of the Prime Lease by the tenant thereunder, whether or not such act or thing is permitted under the provisions of this Sublease.

f. Notwithstanding anything to the contrary in this Sublease, with respect to any approval required to be obtained from the "Landlord" under the Prime Lease, such consent must be obtained from both the Prime Landlord and Sublandlord.

g. Any non-liability, indemnity or hold harmless provision in the Prime Lease for the benefit of Prime Landlord that is incorporated herein by reference, shall be deemed to inure to the benefit of Sublandlord, Prime Landlord and any other person intended to be benefited by said provision, for the purpose of incorporation by reference in this Sublease. Any right of Prime Landlord of access or inspection and any right of the landlord under the Prime Lease to do work in the Subleased Premises and any right of Prime Landlord in respect of rules and regulations shall be deemed to inure to the benefit of Sublandlord, Prime Landlord and any other person intended to be benefited by said provision, for the purpose of incorporation by reference in this Sublease. If any of the express provisions of this Sublease shall conflict with any of the provisions incorporated by reference, such conflict shall be resolved in every instance in favor of the express provisions of this Sublease, provided that such resolution does not result in or cause a breach of any provision of the Prime Lease.

h. Subtenant shall not in any event have any rights in respect of the Subleased Premises greater than Sublandlord's rights under the Prime Lease and, notwithstanding any provision to the contrary, as to obligations that pertain to the Subleased Premises and are contained in this Sublease by the incorporation by reference of the provisions of the Prime Lease, Sublandlord shall not be required to make any payment or perform any obligation and Sublandlord shall have no liability to Subtenant for any matter whatsoever, except for Sublandlord's obligation to pay the base monthly rent and additional costs due under the Prime Lease.

4. Subtenant's Performance. Subtenant shall timely pay and perform all covenants, agreements and obligations of the tenant under the Prime Lease, except as expressly provided in Section 3 above. Subtenant's failure to perform any such covenants, agreements and obligations shall be a breach of this Sublease.

5. Default. A default by Subtenant pursuant to the terms of the Management Agreement beyond all applicable notice and cure periods contained therein shall be deemed a default by Subtenant under this Sublease and in the event that Subtenant does not cure any such default prior to the expiration of any such notice and cure period, Sublandlord shall have available to it all rights and remedies contained in this Sublease, as incorporated by reference from the Prime Lease, and available at law and in equity.

6. Casualty Damage; Partial Taking. Notwithstanding the incorporation herein of

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Section 8 of the Prime Lease pertaining to damage to the Subleased Premises by fire or other casualty or of Section 18 of the Prime Lease pertaining to a partial taking, Sublandlord shall have no responsibility for the obligations of Prime Landlord thereunder, and Subtenant shall look solely to Prime Landlord in connection therewith; provided that Sublandlord, if and as requested by Subtenant, shall exercise its termination rights under such sections of the Prime Lease. To the extent that any portion of rent payable by the tenant under the Prime Lease is abated pursuant to such sections or otherwise, Subtenant shall be entitled to a corresponding abatement of rent hereunder, calculated as the rent otherwise payable by Subtenant multiplied by a fraction, the numerator of which is the number of rentable square feet within the Subleased Premises for which the abatement is being given and the denominator of which is the total number of rentable square feet in the Subleased Premises.

7. Assignment and Subletting. Subtenant shall not, by operation of law or otherwise, assign, sell, mortgage, pledge or in any manner transfer this Sublease or any interest therein, or sublet the Subleased Premises or any part or parts thereof, or grant any concession or license or otherwise permit occupancy of all or any part of the Subleased Premises by any person, without the prior consent of Sublandlord and Prime Landlord.

8. Surrender. Subtenant shall remove any alterations made to the Subleased Premises by Subtenant both prior to the Effective Date and during the Term as and to the extent required under the Prime Lease. Subtenant confirms that Subtenant will timely perform any and all surrender obligations contained in the Prime Lease.

9. Indemnity. Subtenant shall indemnify, protect, defend with counsel reasonably acceptable to Sublandlord and hold harmless Sublandlord from and against any and all claims, liabilities, judgments, causes of action, damages, costs and expenses (including, without being limited to, reasonable attorneys' and experts' fees and expenses), caused by or arising in connection with (a) a breach of Subtenant's covenants, representations and warranties under this Sublease, (b) the negligence or willful misconduct of Subtenant, or (c) the breach of any of the obligations of the tenant under the Prime Lease arising prior to the Effective Date.

10. Sublandlord's Limited Liability. In the event Sublandlord shall fail to perform any covenant, term or condition of this Sublease on Sublandlord's part required to be performed, or if Subtenant shall make any claim arising out of Subtenant's occupancy or use of the Subleased Premises based upon any action or omission of Sublandlord, Subtenant covenants and agrees to look solely to Sublandlord's interest in the Prime Lease for any recovery of a money judgment from Sublandlord from and after the date of this Sublease. In no event shall the stockholders, partners, directors, officers, agents or employees of Sublandlord (either individually or severally) be personally liable for any such judgment. Furthermore, in no event shall Subtenant be entitled to an award of incidental, consequential or punitive damages arising out of any breach by Sublandlord.

11. Notices. All notices contemplated under this Sublease by and between Sublandlord and Subtenant will be given in writing in accordance with the terms of the Management Agreement. All notices contemplated under this Sublease to be delivered to Prime Landlord shall be given in accordance with Section 26 of the Prime Lease.

12. Brokers. Sublandlord and Subtenant represent to each other that neither party has dealt with any broker or other person who may be owed a commission in connection with the transactions contemplated by this Sublease. Each party agrees to hold the other party harmless from and against all claims for brokerage commissions, finder's fees, or other compensation made by any agent, broker, salesman or finder as a consequence of said party's actions or dealings with such agent, broker, salesman or finder.

13. Binding Effect; Amendments. The provisions of this Sublease shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. This Sublease constitutes the entire agreement between the parties hereto and may not be modified except by an instrument in writing signed by the parties hereto.

14. Severability. Each covenant and agreement contained in this Sublease is a separate and independent covenant and agreement. If any covenant or agreement or the application thereof to any person or circumstance shall to any extent be invalid and unenforceable, the remainder of this Sublease, or the application of such covenant or agreement to persons or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and all other covenants and agreements of this Sublease shall be valid and enforceable to the fullest extent permitted by law.

15. Counterparts. This Sublease may be executed in counterparts, each of which, when taken together as a whole, shall constitute one and the same instrument.

16. Governing Law. This Sublease shall be governed by the laws of the state in which the Subleased Premises is located, without regard to such state's internal conflicts of laws principles.

17. Condition Precedent. This Sublease, and Sublandlord's and Subtenant's respective obligations hereunder, are expressly conditioned upon obtaining the written consent of the Prime Landlord in a form mutually acceptable to Sublandlord and Subtenant. If such consent has not been obtained within thirty (30) days after the Effective Date, either party may terminate this Sublease by written notice to the other, whereupon the parties shall have no further obligation thereafter arising under this Sublease.

[SIGNATURES CONTINUE ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Sublease to be duly executed as of the date first above written.

SUBLANDLORD:

FAMILY CARE PARTNERS MANAGEMENT LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____

SUBTENANT:

COLONIAL FAMILY PRACTICE, LLC
a limited liability company

By: _____
Name: _____
Title: _____

[Signature Page to Sublease]

EXHIBIT A

Copy of all documents comprising the Prime Lease

(See Attached)

CONFIDENTIAL

WESMED, LLC

COMMERCIAL LEASE AGREEMENT

STATE OF SOUTH CAROLINA, COUNTY OF SUMTER

This Lease Agreement made the 1st day of August, 2015, by and between WesMed, LLC, (the "Landlord") and Colonial Family Practice, LLC (the "Tenant").

WITNESSETH

The parties hereto agree for themselves, their successors and assigns, as follows:

1. **THE PREMISES.** The Landlord hereby leases to the Tenant, and the Tenant hereby accepts and rents from the Landlord, that certain office space, consisting of approximately 758 square feet (the "Premises") located at 385 West Wesmark Boulevard, Sumter, SC 29150 (the "Building"). Upon delivery to Tenant for Tenant's occupancy, the Premises, the Land and all improvements on the Land constituting Common Areas shall be in compliance with all applicable laws, regulations, codes and ordinances, including without limitation, the Americans with Disabilities Acts. The leased premises shall include the non-exclusive use by Tenant, its employees and customers, of all common areas, including but not limited to parking areas and sidewalks.

2. **TERM.** The term of this Agreement shall be as follows:

   (a) **Initial Term.** The Initial Term of this Agreement shall commence on the 1st day of the month following the premises being turned over to the Tenant for occupancy (Commencement Date) and shall continue for a period of ten (10) years, ending on the last day of the one hundred twentieth month (the "Initial Term").

   (b) **Extension Terms.** The Tenant has the option to extend this Agreement at the end of the Initial Term for two additional periods of Five (5) years (the "Extension Terms") by giving notice to the Landlord One Hundred Twenty (120) days before the expiration of the Initial Term of this Agreement. Excluding rent, all other provisions of this Agreement shall remain the same during any Extension Terms.

   (c) **Term.** All references in this agreement to the "Term of this Agreement" or the quote "Term" shall be deemed to refer to the initial term and the extension terms, if applicable.

3. **PAYMENT OF RENT.** The Tenant shall pay to the Landlord for the use, enjoyment, and the occupancy of the Premises during the Term, the following sums:

   (a) during the Initial Term, the annual sum ("fixed annual rent")

of fifteen thousand one hundred sixty dollars ($15,160.00), payable in advance in equal monthly installments ("base monthly rent") of one thousand two hundred sixty three dollars and thirty three cents ($1,263.33), commencing on the Commencement date;

All monthly payments of fixed annual rent (the "rent") are payable in advance of the first day of each month during the Term of this Agreement. If the rent for any one month during this Agreement is not paid by the tenth of said month, the Tenant agrees to pay a penalty of ten (10%) percent of one month's rent; further, the Landlord may enforce collection of the amount due, together with the costs of collecting or any other litigation necessary to collect, including reasonable attorney's fees. If Tenant fails to pay any sum of rent and such failure shall continue for ten (10) days following delivery to Tenant of notice of non-payment, Landlord may, at its option, declare this Agreement to be cancelled and enter upon the Premises and eject the Tenant forthwith and collect as damages (a) accrued but unpaid rent, and (b) the present value of the Premises for the same period, discounted at the rate of eight percent per annum. Any such recovery, however, shall be subject to the Landlord's obligations to attempt to rent or lease the Premises for the remaining period to another lessee, or otherwise mitigate its damages. Failure to exercise this option by the Landlord upon default shall not constitute a waiver to exercise the same in the event of a subsequent default.

4. **TAXES AND INSURANCE.** The Tenant shall be responsible for the real property taxes on the Premises during the term of this Agreement as issues by the City of Sumter in the County of Sumter, South Carolina.

In addition, the Tenant agrees to pay all costs and expenses associated with maintaining Hazard Insurance on the subject premises in accordance with the insurance coverage requirements set forth in Section 6 below.

Upon receipt of the actual tax and insurance bills attributable to any calendar year during the Term of this Agreement, the Landlord shall furnish the Tenant with copies of the invoices. Any taxes or insurance premiums shall be paid by the Tenant within thirty days of receipt of the tax or insurance invoices.

5. **INSURANCE AND INDEMNITY.** The Tenant shall be responsible for carrying fire insurance with extended coverage on the Tenant's contents in the building, which include, but are not limited to, the Tenant's inventory, furniture, fixtures, equipment, leasehold improvements, and decor package. This insurance shall provide coverage for breakage of exterior and interior glass in the Premises. In addition, the Tenant shall carry public liability insurance naming the Landlord as an insured and having a minimum coverage of one million dollars ($1,000,000.000) dollars per occurrence. The Tenant shall furnish the Landlord with a certificate of said insurance upon demand. Landlord shall obtain "all risk" property insurance on the Building for the full replacement value thereof, exclusive of leasehold improvements, and liability insurance equivalent and coverage to that required of Tenant. Tenant and Landlord hereby release each other for any loss or damage with is covered by fire or extended coverage insurance as

hereinbefore provided, or which would be covered by such insurance were such insurance so maintained by the parties as required hereunder, even though such loss or damage might have been occasioned by the negligence of Tenant or of Landlord or their respective employees, contractors, or agents. Each party shall therefore look to its own insurance for reimbursement for any such insurable loss to real or personal property. Each party will obtain a corresponding waiver of subrogation provision on behalf of the other party in all of its fire and extended coverage insurance policies.

The Tenant covenants and agrees that it will defend, indemnify, protect and save harmless the Landlord from the claims of all persons arising from negligence or recklessness on the part of the Tenant, its agents, servants, or employees, in its use of the Premises. Nothing in this Agreement, however, shall be interpreted to indemnify the Landlord for its own negligence and recklessness. The Landlord covenants and agrees that it will defend, indemnify, protect and save harmless the Tenant from the claims of all persons arising from negligence or recklessness on the part of the Landlord, its agents, servants ,or employees, in its use of the Land, exclusive of the Premises. Nothing in this Agreement, however, shall be interpreted to indemnify Tenant for its own negligence and recklessness.

7. **UTILITIES.** The Tenant will pay for all janitorial services, grounds maintenance, sewer, water, electricity, gas, heat, air conditioning, telephone and other utilities supplied to the Premises at the actual costs thereof, and, where applicable, as determined metering of usage.

8. **INJURY TO THE PREMISES.** The Landlord and the Tenant hereby expressly agree to the following with respect to injury to the Premises:

(a) If the Premises are injured by fire or other casualty, within ten (10) days after the date on which the injury occurs (the "Injury Date") the Landlord shall ascertain and advise the Tenant in writing whether the damage caused by the injury (the "Damage") could reasonably be repaired within ninety (90) days after the Injury Date (the "Repair Period".)

(b) If the Damage could reasonably be repaired within the Repair Period, then (1) the Tenant shall not be entitled to terminate this Agreement, (2) the Landlord shall repair the Damage with all reasonable speed and shall complete such repair within the Repair Period and (3) the Tenant's rent shall be reduced, pro rata for time and space, to the extent that the Tenant is deprived of the occupancy of any portion of the Premises for the Tenant's purposes by reason of the injury and the making of the repairs. If the Landlord fails to complete the repair of the Damage within the Repair Period (as it may have been extended pursuant to the subsequent provisions of this subsection) the Tenant may, at the Tenant's option and in addition to any remedies that the Tenant may have against the Landlord as a result of such failure, at any time after the expiration of the Repair Period (and any extension thereof) and prior to the completion of the repair of Damage, terminate this Agreement by written notice to the Landlord. If the repair of the Damage by the Landlord is interrupted as a result of any strike or other labor disturbance, governmental restrictions or materials or physical forces beyond the

control of the Landlord, the Landlord shall take all reasonable steps to minimize any delay in the completion of the repair of the damage by reason of any such interruption and the Repair Period shall be extended by the number of days that such interruption or interruptions persist in spite of such efforts of the Landlord.

(c) If the Damage cannot reasonably be repaired within the Repair Period, then the Tenant may terminate this Agreement by written notice to the Landlord within thirty (30) days after the Injury Date. If the Tenant elects not to terminate this Agreement, the Landlord shall repair the Damage with all reasonable speed and the Tenant's rent shall be reduced, pro rata for time and space, to the extent that the Tenant is deprived of the occupancy of any portion of the Premises for the Tenant's purposes by reason of the injury and the making of the repairs.

(d) If the Tenant elects to terminate this Agreement pursuant to the provisions of subsection (c) of this Section, the Tenant's liability for payment for the rent provided for herein shall cease as of the date that notice of the termination is given by the Tenant and the Tenant shall be entitled to a refund of any rent paid with respect to any period subsequent to the termination date. If this Agreement is terminated pursuant to the provisions of subsection (c) of this Section, the Tenant's liability for the payment of the rent provided for herein shall cease as of the Injury Date and the Tenant shall be entitled to a refund of any rent paid with respect to any period subsequent to that date.

9. **REPAIRS TO THE PREMISES.** The Landlord, shall, without expense to the Tenant,

maintain and make all necessary repairs to the foundations, load bearing walls, roof, gutters, downspouts, water mains, gas and sewer lines, sidewalks, private roadways, parking areas, and common areas on or appurtenant to the Premises. In addition, the Landlord shall make all repairs to all building systems on or serving the Premises, including the heating and air conditioning system on or serving the Premises at its expense. The Landlord will not be responsible, however, to make any repairs which may have been occasioned or necessitated by the negligence of the Tenant, its agents, employees or invites, but this shall be the responsibility of the Tenant, subject to the provisions of Section 8 above. The Tenant will, at its own expense, keep and maintain in good order during the Term of this Agreement, all other non-structural components of the interior of the Premises, including, without limitation, the entire interior and all window glass, plate glass, doors, non-load bearing walls, floor coverings and lights, and the Tenant will at the end of the Term of this Agreement deliver the Premises to the Landlord in as good a condition as the same were when received by it, excepting only normal wear and tear, loss by casualty and condemnation, and repairs required to be made by the Landlord. Should the Landlord fail in the performance of its obligations under this Section, after notice and a reasonable period to cure, the Tenant may perform such work and will receive credit or reimbursement from the Landlord. Landlord also agrees to perform with reasonable diligence any repair obligations of Tenant, at Tenant's request and at Tenant's sole cost and expense.

10. **ALTERATIONS AND INSTALLATIONS.** The Tenant may from time to time, at its

expense and with the Landlord's approval, paint and decorate the Premises and make such non-structural changes, alterations, additions and improvements as will, in the judgment of the Tenant, better adapt the same for purpose of its business. The Tenant may make structural alterations or additions only with the written approval of the Landlord, which approval shall not be unreasonably withheld.

11. **MECHANIC'S LIEN.** If the Tenant alters or improves the Premises, the Tenant shall, at its own expense, cause to be discharged or released of record within thirty (30) days after filing, all notices of mechanic's liens filed with respect to such alteration or improvements in the Premises or any part thereof, for work or material furnished, which discharge or release of record shall include a discharge or release by bond where, in the Landlord's option, such is deemed appropriate. Should the Tenant fail to comply with any requirement on the Tenant's part to be performed as herein provided, within the time limit for such compliance, the Tenant shall take whatever action the Landlord deems appropriate to cure the default, and the Tenant agrees to pay to the Landlord the reasonable cost to the Landlord of curing any such default, including reasonable attorneys' fees.

12. **RIGHT OF ENTRY.** The Landlord or his agents shall have the right to enter upon the Premises at all times during the Term of this Agreement for the purpose of inspection, maintenance, repair and alteration and to show the same to prospective tenants or purchasers. Tenant shall have the right to be present during any non-emergency entry onto the Premises.

13. **FIXTURES AND PERSONAL PROPERTY.** At the commencement of the Initial Term and during the Term of this Agreement, the Tenant shall have the right, at its own expense, to install and maintain all necessary fixtures, equipment and property. Any trade fixtures, equipment and other property installed in or attached to the Premises by and at the expense of the Tenant shall remain the property of the Tenant, and the Landlord agrees that the Tenant shall have the right, at any time, and from time to time, to remove any and all of its trade fixtures, equipment and other property which it may have stored or installed in the Premises so long as all payments of rent are current. The Tenant agrees to repair any damage to the Premises caused by the removal of its fixtures or personal property.

14. **WATER DAMAGE.** It is expressly agreed and understood by and between the Landlord and the Tenant that the Landlord shall not be liable for any damage or injury by water, which may be sustained by the Tenant resulting from the carelessness, negligence, or improper conduct on the part of any other tenant, its agents, servants, or employees, or by reason of the unexpected breakage, leakage, or obstruction of water or sewer pipes.

15. **SIGNS.** The Landlord and the Tenant accept, acknowledge and agree that any exterior awnings, signs or advertising to be used by the Tenant in connection with the Premises shall be first submitted to the Landlord for approval, which approval shall not be unreasonably withheld and must meet city and county sign ordinances and codes.

16. **CARE OF THE PREMISES---RULES AND REGULATIONS.** The Tenant shall not

perform any acts or carry on any practices which injure the Premises or are a nuisance or menace to other tenants in the vicinity and shall keep the Premises under its control clean and free from rubbish and dirt at all times, and shall store all trash and garbage within the Premises and arrange for the regular removal of such trash and garbage. The Tenant shall, at all times, keep the Premises in a clean and sanitary condition in accordance with the laws, directions, rules and regulations of the governmental agencies having jurisdiction, at the sole cost and expense of the Tenant; and in all respects, the Tenant shall comply with all requirements of law applicable to the Premises.

17. **DEFAULT.** The Landlord and the Tenant accept, acknowledge and agree that in the event that the Tenant is in default of its obligations or covenants pursuant to this Agreement, other than the covenant for the payment of rent which is set forth in Section 3 of this Agreement, and said default shall continue for a period of thirty (30) days after the service of written notice of such default by the Landlord on the Tenant (unless the default cannot be cured within such thirty (30) day period, in which event Tenant will not be in default provided Tenant commences the cure of such default within such thirty (30) day period and thereafter pursues the cure of the default to completion with diligence and without material interruption or delay), then the Landlord may enter into and upon the Premises or any part thereof and repossess the same, with or without terminating this Agreement, and without prejudice to any of their remedies for rent or breach of covenant.

18. **EMINENT DOMAIN.** If the whole of the Premises or such portion thereof as will make the same unsuitable for use by the Tenant is condemned for any public use or purpose by any legally constituted authority, then in either of such events this Agreement shall cease and terminate from the time when possession is taken by such public authority and the rent shall be accounted for between the Landlord and the Tenant as of the date of the surrender or possession. Such terminations shall be without prejudice to the rights of either the Landlord or the Tenant to recover compensation from the condemning authority for any loss or damage caused by such condemnation.

If the Premises is subjected to condemnation as mentioned above, but not to such degree as would make the same unsuitable for the purposes for which the Tenant is using same, as determined by Tenant, then the rent which the Tenant shall pay monthly to the Landlord shall be reduced in the proportion that the part taken bears to the Premises as a whole.

19. **TAXES AND INSURANCE.** The Tenant agrees to pay promptly all taxes and assessments of every kind or nature which are now or hereafter may be imposed or assessed upon the Premises. The Landlord shall not be required to pay any taxes or assessments of any nature imposed or assessed upon fixtures, equipment, merchandise or other property installed in the Premises or brought thereon by the Tenant or any other person, but such shall be the obligation of the Tenant.

The Landlord will also maintain and pay for all adequate fire insurance, with extended coverage, on the Premises. The Tenant will provide for all insurance on its own contents in the Premises.

20. **WARRANTY.** The Landlord covenants and agrees that it has a record fee simple title to the Premises and all easements, rights of way, and appurtenances, and has full right and authority to lease the same upon the conditions herein set forth; and the Tenant shall peacefully and quietly hold and enjoy the Premises for the Term of this Agreement, so long as it does not default in the performance of its obligations pursuant to this Agreement beyond the expiration of any applicable period of notice and cure.

21. **EXERCISE OF RIGHTS.** No remedy herein or otherwise conferred upon or reserved to the Landlord or the Tenant shall be distinct, separate and cumulative and shall be in addition to every other remedy given hereunder, or now or hereafter existing at law or in equity or by statute; and every power and remedy given by the lease to the Landlord or the Tenant may be exercised from time to time as often as the occasion may arise, or as may be deemed expedient. No delay or omission of the Landlord or the Tenant to exercise any right or power arising from any default on the part of the other shall impair any such right or power, or shall be construed to be a waiver of any such default or any acquiescence thereto.

22. **BANKRUPTCY.** In the event the Tenant shall be adjudicated a bankrupt, or a temporary or permanent receiver is appointed for the Tenant in any Federal or State Court, or the Tenant shall otherwise become involved in insolvency or liquidation proceedings which are not dismissed or stayed within sixty (60) days, the Landlord shall have the right, at its option, to immediately terminate this Agreement and resume possession of the property.

23. **NO ASSIGNMENT.** The Tenant may not assign this Agreement nor sublet the Premises or any portion thereof without the prior written consent of the Landlord, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Tenant shall have the right without Landlord's prior consent, to assign this Lease or to sublet all or any portion of the Premises to any affiliate of Tenant or to any entity controlling, controlled by or under common control with Tenant or to any successor to Tenant by merger or the sale of stock or assets provided the assignee, successor or survivor shall continue to operate the business of Tenant as a going concern.

24. **BINDING EFFECT.** This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, assigns, subleases, successors and legal representatives.

25. **TERMINATION.** Either party may terminate this Lease at any time, for any reason by providing one hundred twenty (120) days written notice in accordance with Section 26 of this Lease.

26. **NOTICES.** Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by registered or certified mail to Landlord at the address then fixed for the payment of rent, and to Tenant at the address of the leased property. Either party may by written notice at any time designate a different address to which notices shall subsequently be sent. Any notice required or permitted under this

Lease shall be deemed sufficiently given or served if sent by registered or certified mail to Tenant as follows:

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement as of the 23rd day of July, 2015.

Witness: Lauren Thompson

WesMed, LLC

By: David G. Whaley

Print: David G. Whaley, M.D.

Its: Shareholder

Witness: Lauren Thompson

Colonial Family Practice, LLC

By: Clay Londer

Print: Clay Londer

Its: Managing Partner

SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT ("Sublease") is made on December 22, 2015 (the "Effective Date"), by and between Family Care Partners Management LLC, a Delaware limited liability company ("Sublandlord"), and Colonial Family Practice, LLC, a South Carolina limited liability company ("Subtenant").

BACKGROUND

A. Pursuant to a certain Commercial Lease Agreement, dated August 1, 2015 (the "Prime Lease"), Sublandlord leases from WesMed, LLC, a South Carolina limited liability company ("Prime Landlord"), approximately 5,052 rentable square feet of space (the "Subleased Premises") located in the building having an address at 385 West Wesmark Boulevard, Sumter, South Carolina 29150 (the "Building"). All capitalized terms used but not defined herein shall have the meanings established for such terms in the Prime Lease.

B. Sublandlord and Subtenant are entering into a certain Management Services Agreement ("Management Agreement") on or about the Effective Date, pursuant to which Sublandlord has agreed to provide Subtenant with certain facilities and office space for the operation of Subtenant's business.

C. Subject to, and in accordance with, the terms and conditions hereinafter set forth, Sublandlord desires to sublease to Subtenant, and Subtenant desires to rent from Sublandlord, the Subleased Premises.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements contained herein, the parties hereto, each intending to be legally bound and to bind its respective successors and assigns, agree as follows:

1. Sublease Grant. For the Term (as defined below) and upon the terms, covenants and conditions herein set forth, Sublandlord hereby subleases to Subtenant, and Subtenant hereby subleases from Sublandlord, the Subleased Premises, together with the non-exclusive right with Prime Landlord and any other occupants of the Building to use all of the common areas, if any. During the Term, Subtenant shall have the right to receive and enjoy the benefit of the services required to be provided by Prime Landlord under the Prime Lease.

2. Subordinate to Prime Lease; Delivery Condition; Allocation of Liability.

a. This Sublease is and shall be subject and subordinate to the Prime Lease and to the matters to which the Prime Lease is or shall be subject and subordinate. A copy of the Prime Lease is attached hereto as Exhibit A. If for any reason the term of the Prime Lease shall terminate prior to the expiration date of this Sublease, this Sublease shall thereupon be automatically and immediately terminated and Sublandlord shall not be liable to Subtenant by reason thereof.

b. Subtenant hereby acknowledges that Subtenant is accepting the Subleased Premises in its "as-is, where-is condition, with all faults", without any representations and warranties by Sublandlord.

3. Incorporation of Prime Lease.

a. Except as expressly set forth below, (i) every provision of the Prime Lease shall be deemed incorporated into, and made a part of, this Sublease by reference notwithstanding that such provisions are not restated herein; (ii) each reference in the Prime Lease to "Lease" shall be deemed a reference to this Sublease; (iii) each reference in the Prime Lease to the "Premises" shall be deemed a reference to the Subleased Premises under this Sublease; (iv) each reference in the Prime Lease to "Landlord" and "Tenant" shall be deemed a reference to "Sublandlord" and "Subtenant", respectively; (v) each reference in the Prime Lease to the "Term" shall be deemed a reference to the Term under this Sublease; (vi) each reference in the Prime Lease to the phrase "Commencement Date" shall be deemed a reference to the "Effective Date" of this Sublease; and (vii) each reference to the "date of this lease" or other similar phrase in the Prime Lease shall be deemed to be a reference to the date of this Sublease. However, notwithstanding the foregoing, Sublandlord is not assuming, and shall not be responsible or liable for Prime Landlord's obligation to perform any agreement or obligation or provide any service on the part of the "Landlord" under the Prime Lease, including, without limitation, any obligation to perform maintenance, repairs or replacement work or tenant improvement work or to rebuild following a casualty or condemnation affecting the Subleased Premises. In the event Prime Landlord fails to perform or observe any agreement or obligation on the part of Prime Landlord to be performed or observed pursuant to the Prime Lease, then, promptly following Subtenant's request, Sublandlord shall take reasonable, appropriate action against Prime Landlord, as permitted by law or by the terms of the Prime Lease, to enforce such agreements and obligations of Prime Landlord.

b. For purposes of incorporation by reference into this Sublease, the "Term" as defined in Section 2(c) of the Prime Lease shall refer to the time period commencing on the Effective Date of this Sublease and terminating in accordance with the terms of the Prime Lease (the "Term") unless (i) earlier terminated pursuant to the terms of this Sublease, or (ii) the Management Agreement is terminated in which case this Sublease shall immediately terminate and become null and void except for those obligations and liabilities of the parties that expressly survive the termination of this Sublease.

c. Notwithstanding the foregoing, the following provisions of the Prime Lease are hereby excluded from this Sublease: Section 9, the first sentence of the second grammatical paragraph of Section 19, from the words "The Landlord covenants and agrees…" to "upon the conditions herein set forth" in Section 20, and Sections 23 and 25.

d. The time limits contained in the Prime Lease for the giving of notices, making of demands or performing of any act, condition or covenant on the part of the tenant thereunder, or for the exercise by the tenant thereunder of any right, remedy or option, are changed for the purposes of incorporation herein by reference by shortening the same in each instance by two (2) days, so that in each instance Subtenant shall have two (2) days less time to observe or perform hereunder than Sublandlord has as the tenant under the Prime Lease.

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e. The rights of Prime Landlord under the Prime Lease may be enforced by, and are for the benefit of, both Sublandlord and Prime Landlord. Subtenant shall not do or permit to be done any act or thing which may constitute a breach or violation of any term, covenant or condition of the Prime Lease by the tenant thereunder, whether or not such act or thing is permitted under the provisions of this Sublease.

f. Notwithstanding anything to the contrary in this Sublease, with respect to any approval required to be obtained from the "Landlord" under the Prime Lease, such consent must be obtained from both the Prime Landlord and Sublandlord.

g. Any non-liability, indemnity or hold harmless provision in the Prime Lease for the benefit of Prime Landlord that is incorporated herein by reference, shall be deemed to inure to the benefit of Sublandlord, Prime Landlord and any other person intended to be benefited by said provision, for the purpose of incorporation by reference in this Sublease. Any right of Prime Landlord of access or inspection and any right of the landlord under the Prime Lease to do work in the Subleased Premises and any right of Prime Landlord in respect of rules and regulations shall be deemed to inure to the benefit of Sublandlord, Prime Landlord and any other person intended to be benefited by said provision, for the purpose of incorporation by reference in this Sublease. If any of the express provisions of this Sublease shall conflict with any of the provisions incorporated by reference, such conflict shall be resolved in every instance in favor of the express provisions of this Sublease, provided that such resolution does not result in or cause a breach of any provision of the Prime Lease.

h. Subtenant shall not in any event have any rights in respect of the Subleased Premises greater than Sublandlord's rights under the Prime Lease and, notwithstanding any provision to the contrary, as to obligations that pertain to the Subleased Premises and are contained in this Sublease by the incorporation by reference of the provisions of the Prime Lease, Sublandlord shall not be required to make any payment or perform any obligation and Sublandlord shall have no liability to Subtenant for any matter whatsoever, except for Sublandlord's obligation to pay the base monthly rent and additional costs due under the Prime Lease.

4. Subtenant's Performance. Subtenant shall timely pay and perform all covenants, agreements and obligations of the tenant under the Prime Lease, except as expressly provided in Section 3 above. Subtenant's failure to perform any such covenants, agreements and obligations shall be a breach of this Sublease.

5. Default. A default by Subtenant pursuant to the terms of the Management Agreement beyond all applicable notice and cure periods contained therein shall be deemed a default by Subtenant under this Sublease and in the event that Subtenant does not cure any such default prior to the expiration of any such notice and cure period, Sublandlord shall have available to it all rights and remedies contained in this Sublease, as incorporated by reference from the Prime Lease, and available at law and in equity.

6. Casualty Damage; Partial Taking. Notwithstanding the incorporation herein of

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Section 8 of the Prime Lease pertaining to damage to the Subleased Premises by fire or other casualty or of Section 18 of the Prime Lease pertaining to a partial taking, Sublandlord shall have no responsibility for the obligations of Prime Landlord thereunder, and Subtenant shall look solely to Prime Landlord in connection therewith; provided that Sublandlord, if and as requested by Subtenant, shall exercise its termination rights under such sections of the Prime Lease. To the extent that any portion of rent payable by the tenant under the Prime Lease is abated pursuant to such sections or otherwise, Subtenant shall be entitled to a corresponding abatement of rent hereunder, calculated as the rent otherwise payable by Subtenant multiplied by a fraction, the numerator of which is the number of rentable square feet within the Subleased Premises for which the abatement is being given and the denominator of which is the total number of rentable square feet in the Subleased Premises.

7. Assignment and Subletting. Subtenant shall not, by operation of law or otherwise, assign, sell, mortgage, pledge or in any manner transfer this Sublease or any interest therein, or sublet the Subleased Premises or any part or parts thereof, or grant any concession or license or otherwise permit occupancy of all or any part of the Subleased Premises by any person, without the prior consent of Sublandlord and Prime Landlord.

8. Surrender. Subtenant shall remove any alterations made to the Subleased Premises by Subtenant both prior to the Effective Date and during the Term as and to the extent required under the Prime Lease. Subtenant confirms that Subtenant will timely perform any and all surrender obligations contained in the Prime Lease.

9. Indemnity. Subtenant shall indemnify, protect, defend with counsel reasonably acceptable to Sublandlord and hold harmless Sublandlord from and against any and all claims, liabilities, judgments, causes of action, damages, costs and expenses (including, without being limited to, reasonable attorneys' and experts' fees and expenses), caused by or arising in connection with (a) a breach of Subtenant's covenants, representations and warranties under this Sublease, (b) the negligence or willful misconduct of Subtenant, or (c) the breach of any of the obligations of the tenant under the Prime Lease arising prior to the Effective Date.

10. Sublandlord's Limited Liability. In the event Sublandlord shall fail to perform any covenant, term or condition of this Sublease on Sublandlord's part required to be performed, or if Subtenant shall make any claim arising out of Subtenant's occupancy or use of the Subleased Premises based upon any action or omission of Sublandlord, Subtenant covenants and agrees to look solely to Sublandlord's interest in the Prime Lease for any recovery of a money judgment from Sublandlord from and after the date of this Sublease. In no event shall the stockholders, partners, directors, officers, agents or employees of Sublandlord (either individually or severally) be personally liable for any such judgment. Furthermore, in no event shall Subtenant be entitled to an award of incidental, consequential or punitive damages arising out of any breach by Sublandlord.

11. Notices. All notices contemplated under this Sublease by and between Sublandlord and Subtenant will be given in writing in accordance with the terms of the Management Agreement. All notices contemplated under this Sublease to be delivered to Prime Landlord shall be given in accordance with Section 26 of the Prime Lease.

12. Brokers. Sublandlord and Subtenant represent to each other that neither party has dealt with any broker or other person who may be owed a commission in connection with the transactions contemplated by this Sublease. Each party agrees to hold the other party harmless from and against all claims for brokerage commissions, finder's fees, or other compensation made by any agent, broker, salesman or finder as a consequence of said party's actions or dealings with such agent, broker, salesman or finder.

13. Binding Effect; Amendments. The provisions of this Sublease shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. This Sublease constitutes the entire agreement between the parties hereto and may not be modified except by an instrument in writing signed by the parties hereto.

14. Severability. Each covenant and agreement contained in this Sublease is a separate and independent covenant and agreement. If any covenant or agreement or the application thereof to any person or circumstance shall to any extent be invalid and unenforceable, the remainder of this Sublease, or the application of such covenant or agreement to persons or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and all other covenants and agreements of this Sublease shall be valid and enforceable to the fullest extent permitted by law.

15. Counterparts. This Sublease may be executed in counterparts, each of which, when taken together as a whole, shall constitute one and the same instrument.

16. Governing Law. This Sublease shall be governed by the laws of the state in which the Subleased Premises is located, without regard to such state's internal conflicts of laws principles.

17. Condition Precedent. This Sublease, and Sublandlord's and Subtenant's respective obligations hereunder, are expressly conditioned upon obtaining the written consent of the Prime Landlord in a form mutually acceptable to Sublandlord and Subtenant. If such consent has not been obtained within thirty (30) days after the Effective Date, either party may terminate this Sublease by written notice to the other, whereupon the parties shall have no further obligation thereafter arising under this Sublease.

[SIGNATURES CONTINUE ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Sublease to be duly executed as of the date first above written.

SUBLANDLORD:

FAMILY CARE PARTNERS MANAGEMENT LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____

SUBTENANT:

COLONIAL FAMILY PRACTICE, LLC
a limited liability company

By: _____
Name: _____
Title: _____

[Signature Page to Sublease]

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EXHIBIT A

Copy of all documents comprising the Prime Lease

(See Attached)

CONFIDENTIAL

WESMED, LLC

COMMERCIAL LEASE AGREEMENT

STATE OF SOUTH CAROLINA, COUNTY OF SUMTER

This Lease Agreement made the 1st day of August, 2015, by and between WesMed, LLC, (the "Landlord") and Colonial Family Practice, LLC (the "Tenant").

WITNESSETH

The parties hereto agree for themselves, their successors and assigns, as follows:

1. **THE PREMISES.** The Landlord hereby leases to the Tenant, and the Tenant hereby accepts and rents from the Landlord, that certain office space, consisting of approximately 5,052 square feet (the "Premises") located at 385 West Wesmark Bouleveard, Sumter, SC 29150 (the "Building"). Upon delivery to Tenant for Tenant's occupancy, the Premises, the Land and all improvements on the Land constituting Common Areas shall be in compliance with all applicable laws, regulations, codes and ordinances, including without limitation, the Americans with Disabilities Acts. The leased premises shall include the non-exclusive use by Tenant, its employees and customers, of all common areas, including but not limited to parking areas and sidewalks.

2. **TERM.** The term of this Agreement shall be as follows:

   (a) **Initial Term.** The Initial Term of this Agreement shall commence on the 1st day of the month following the premises being turned over to the Tenant for occupancy (Commencement Date) and shall continue for a period of ten (10) years, ending on the last day of the one hundred twentieth month (the "Initial Term").

   (b) **Extension Terms.** The Tenant has the option to extend this Agreement at the end of the Initial Term for two additional periods of Five (5) years (the "Extension Terms") by giving notice to the Landlord One Hundred Twenty (120) days before the expiration of the Initial Term of this Agreement. Excluding rent, all other provisions of this Agreement shall remain the same during any Extension Terms.

   (c) **Term.** All references in this agreement to the "Term of this Agreement" or the quote "Term" shall be deemed to refer to the initial term and the extension terms, if applicable.

3. **PAYMENT OF RENT.** The Tenant shall pay to the Landlord for the use, enjoyment, and the occupancy of the Premises during the Term, the following sums:

   (a) during the Initial Term, the annual sum ("fixed annual rent")

of one hundred one thousand forty dollars ($101,040.00), payable in advance in equal monthly installments ("base monthly rent") of eight thousand four hundred twenty dollars ($8,420.00), commencing on the Commencement date;

All monthly payments of fixed annual rent (the "rent") are payable in advance of the first day of each month during the Term of this Agreement. If the rent for any one month during this Agreement is not paid by the tenth of said month, the Tenant agrees to pay a penalty of ten (10%) percent of one month's rent; further, the Landlord may enforce collection of the amount due, together with the costs of collecting or any other litigation necessary to collect, including reasonable attorney's fees. If Tenant fails to pay any sum of rent and such failure shall continue for ten (10) days following delivery to Tenant of notice of non-payment, Landlord may, at its option, declare this Agreement to be cancelled and enter upon the Premises and eject the Tenant forthwith and collect as damages (a) accrued but unpaid rent, and (b) the present value of the Premises for the same period, discounted at the rate of eight percent per annum. Any such recovery, however, shall be subject to the Landlord's obligations to attempt to rent or lease the Premises for the remaining period to another lessee, or otherwise mitigate its damages. Failure to exercise this option by the Landlord upon default shall not constitute a waiver to exercise the same in the event of a subsequent default.

4. **TAXES AND INSURANCE.** The Tenant shall be responsible for the real property taxes on the Premises during the term of this Agreement as issues by the City of Sumter in the County of Sumter, South Carolina.

In addition, the Tenant agrees to pay all costs and expenses associated with maintaining Hazard Insurance on the subject premises in accordance with the insurance coverage requirements set forth in Section 6 below.

Upon receipt of the actual tax and insurance bills attributable to any calendar year during the Term of this Agreement, the Landlord shall furnish the Tenant with copies of the invoices. Any taxes or insurance premiums shall be paid by the Tenant within thirty days of receipt of the tax or insurance invoices.

5. **INSURANCE AND INDEMNITY.** The Tenant shall be responsible for carrying fire insurance with extended coverage on the Tenant's contents in the building, which include, but are not limited to, the Tenant's inventory, furniture, fixtures, equipment, leasehold improvements, and decor package. This insurance shall provide coverage for breakage of exterior and interior glass in the Premises. In addition, the Tenant shall carry public liability insurance naming the Landlord as an insured and having a minimum coverage of one million dollars ($1,000,000.000) dollars per occurrence. The Tenant shall furnish the Landlord with a certificate of said insurance upon demand. Landlord shall obtain "all risk" property insurance on the Building for the full replacement value thereof, exclusive of leasehold improvements, and liability insurance equivalent and coverage to that required of Tenant. Tenant and Landlord hereby release each other for any loss or damage with is covered by fire or extended coverage insurance as hereinbefore provided, or which would be covered by such insurance were such

insurance so maintained by the parties as required hereunder, even though such loss or damage might have been occasioned by the negligence of Tenant or of Landlord or their respective employees, contractors, or agents. Each party shall therefore look to its own insurance for reimbursement for any such insurable loss to real or personal property. Each party will obtain a corresponding waiver of subrogation provision on behalf of the other party in all of its fire and extended coverage insurance policies.

The Tenant covenants and agrees that it will defend, indemnify, protect and save harmless the Landlord from the claims of all persons arising from negligence or recklessness on the part of the Tenant, its agents, servants, or employees, in its use of the Premises. Nothing in this Agreement, however, shall be interpreted to indemnify the Landlord for its own negligence and recklessness. The Landlord covenants and agrees that it will defend, indemnify, protect and save harmless the Tenant from the claims of all persons arising from negligence or recklessness on the part of the Landlord, its agents, servants ,or employees, in its use of the Land, exclusive of the Premises. Nothing in this Agreement, however, shall be interpreted to indemnify Tenant for its own negligence and recklessness.

7. **UTILITIES.** The Tenant will pay for all janitorial services, grounds maintenance, sewer, water, electricity, gas, heat, air conditioning, telephone and other utilities supplied to the Premises at the actual costs thereof, and, where applicable, as determined metering of usage.

8. **INJURY TO THE PREMISES.** The Landlord and the Tenant hereby expressly agree to the following with respect to injury to the Premises:

(a) If the Premises are injured by fire or other casualty, within ten (10) days after the date on which the injury occurs (the "Injury Date") the Landlord shall ascertain and advise the Tenant in writing whether the damage caused by the injury (the "Damage") could reasonably be repaired within ninety (90) days after the Injury Date (the "Repair Period".)

(b) If the Damage could reasonably be repaired within the Repair Period, then (1) the Tenant shall not be entitled to terminate this Agreement, (2) the Landlord shall repair the Damage with all reasonable speed and shall complete such repair within the Repair Period and (3) the Tenant's rent shall be reduced, pro rata for time and space, to the extent that the Tenant is deprived of the occupancy of any portion of the Premises for the Tenant's purposes by reason of the injury and the making of the repairs. If the Landlord fails to complete the repair of the Damage within the Repair Period (as it may have been extended pursuant to the subsequent provisions of this subsection) the Tenant may, at the Tenant's option and in addition to any remedies that the Tenant may have against the Landlord as a result of such failure, at any time after the expiration of the Repair Period (and any extension thereof) and prior to the completion of the repair of Damage, terminate this Agreement by written notice to the Landlord. If the repair of the Damage by the Landlord is interrupted as a result of any strike or other labor disturbance, governmental restrictions or materials or physical forces beyond the control of the Landlord, the Landlord shall take all reasonable steps to minimize

any delay in the completion of the repair of the damage by reason of any such interruption and the Repair Period shall be extended by the number of days that such interruption or interruptions persist in spite of such efforts of the Landlord.

(c) If the Damage cannot reasonably be repaired within the Repair Period, then the Tenant may terminate this Agreement by written notice to the Landlord within thirty (30) days after the Injury Date. If the Tenant elects not to terminate this Agreement, the Landlord shall repair the Damage with all reasonable speed and the Tenant's rent shall be reduced, pro rata for time and space, to the extent that the Tenant is deprived of the occupancy of any portion of the Premises for the Tenant's purposes by reason of the injury and the making of the repairs.

(d) If the Tenant elects to terminate this Agreement pursuant to the provisions of subsection (c) of this Section, the Tenant's liability for payment for the rent provided for herein shall cease as of the date that notice of the termination is given by the Tenant and the Tenant shall be entitled to a refund of any rent paid with respect to any period subsequent to the termination date. If this Agreement is terminated pursuant to the provisions of subsection (c) of this Section, the Tenant's liability for the payment of the rent provided for herein shall cease as of the Injury Date and the Tenant shall be entitled to a refund of any rent paid with respect to any period subsequent to that date.

9. **REPAIRS TO THE PREMISES.** The Landlord, shall, without expense to the Tenant,

maintain and make all necessary repairs to the foundations, load bearing walls, roof, gutters, downspouts, water mains, gas and sewer lines, sidewalks, private roadways, parking areas, and common areas on or appurtenant to the Premises. In addition, the Landlord shall make all repairs to all building systems on or serving the Premises, including the heating and air conditioning system on or serving the Premises at its expense. The Landlord will not be responsible, however, to make any repairs which may have been occasioned or necessitated by the negligence of the Tenant, its agents, employees or invites, but this shall be the responsibility of the Tenant, subject to the provisions of Section 8 above. The Tenant will, at its own expense, keep and maintain in good order during the Term of this Agreement, all other non-structural components of the interior of the Premises, including, without limitation, the entire interior and all window glass, plate glass, doors, non-load bearing walls, floor coverings and lights, and the Tenant will at the end of the Term of this Agreement deliver the Premises to the Landlord in as good a condition as the same were when received by it, excepting only normal wear and tear, loss by casualty and condemnation, and repairs required to be made by the Landlord. Should the Landlord fail in the performance of its obligations under this Section, after notice and a reasonable period to cure, the Tenant may perform such work and will receive credit or reimbursement from the Landlord. Landlord also agrees to perform with reasonable diligence any repair obligations of Tenant, at Tenant's request and at Tenant's sole cost and expense.

10. **ALTERATIONS AND INSTALLATIONS.** The Tenant may from time to time, at its

expense and with the Landlord's approval, paint and decorate the Premises and make such non-structural changes, alterations, additions and improvements as will, in the judgment of the Tenant, better adapt the same for purpose of its business. The Tenant may make structural alterations or additions only with the written approval of the Landlord, which approval shall not be unreasonably withheld.

11. **MECHANIC'S LIEN.** If the Tenant alters or improves the Premises, the Tenant shall, at its own expense, cause to be discharged or released of record within thirty (30) days after filing, all notices of mechanic's liens filed with respect to such alteration or improvements in the Premises or any part thereof, for work or material furnished, which discharge or release of record shall include a discharge or release by bond where, in the Landlord's option, such is deemed appropriate. Should the Tenant fail to comply with any requirement on the Tenant's part to be performed as herein provided, within the time limit for such compliance, the Tenant shall take whatever action the Landlord deems appropriate to cure the default, and the Tenant agrees to pay to the Landlord the reasonable cost to the Landlord of curing any such default, including reasonable attorneys' fees.

12. **RIGHT OF ENTRY.** The Landlord or his agents shall have the right to enter upon the Premises at all times during the Term of this Agreement for the purpose of inspection, maintenance, repair and alteration and to show the same to prospective tenants or purchasers. Tenant shall have the right to be present during any non-emergency entry onto the Premises.

13. **FIXTURES AND PERSONAL PROPERTY.** At the commencement of the Initial Term and during the Term of this Agreement, the Tenant shall have the right, at its own expense, to install and maintain all necessary fixtures, equipment and property. Any trade fixtures, equipment and other property installed in or attached to the Premises by and at the expense of the Tenant shall remain the property of the Tenant, and the Landlord agrees that the Tenant shall have the right, at any time, and from time to time, to remove any and all of its trade fixtures, equipment and other property which it may have stored or installed in the Premises so long as all payments of rent are current. The Tenant agrees to repair any damage to the Premises caused by the removal of its fixtures or personal property.

14. **WATER DAMAGE.** It is expressly agreed and understood by and between the Landlord and the Tenant that the Landlord shall not be liable for any damage or injury by water, which may be sustained by the Tenant resulting from the carelessness, negligence, or improper conduct on the part of any other tenant, its agents, servants, or employees, or by reason of the unexpected breakage, leakage, or obstruction of water or sewer pipes.

15. **SIGNS.** The Landlord and the Tenant accept, acknowledge and agree that any exterior awnings, signs or advertising to be used by the Tenant in connection with the Premises shall be first submitted to the Landlord for approval, which approval shall not be unreasonably withheld and must meet city and county sign ordinances and codes.

16. **CARE OF THE PREMISES---RULES AND REGULATIONS.** The Tenant shall not

perform any acts or carry on any practices which injure the Premises or are a nuisance or menace to other tenants in the vicinity and shall keep the Premises under its control clean and free from rubbish and dirt at all times, and shall store all trash and garbage within the Premises and arrange for the regular removal of such trash and garbage. The Tenant shall, at all times, keep the Premises in a clean and sanitary condition in accordance with the laws, directions, rules and regulations of the governmental agencies having jurisdiction, at the sole cost and expense of the Tenant; and in all respects, the Tenant shall comply with all requirements of law applicable to the Premises.

17. **DEFAULT.** The Landlord and the Tenant accept, acknowledge and agree that in the event that the Tenant is in default of its obligations or covenants pursuant to this Agreement, other than the covenant for the payment of rent which is set forth in Section 3 of this Agreement, and said default shall continue for a period of thirty (30) days after the service of written notice of such default by the Landlord on the Tenant (unless the default cannot be cured within such thirty (30) day period, in which event Tenant will not be in default provided Tenant commences the cure of such default within such thirty (30) day period and thereafter pursues the cure of the default to completion with diligence and without material interruption or delay), then the Landlord may enter into and upon the Premises or any part thereof and repossess the same, with or without terminating this Agreement, and without prejudice to any of their remedies for rent or breach of covenant.

18. **EMINENT DOMAIN.** If the whole of the Premises or such portion thereof as will make the same unsuitable for use by the Tenant is condemned for any public use or purpose by any legally constituted authority, then in either of such events this Agreement shall cease and terminate from the time when possession is taken by such public authority and the rent shall be accounted for between the Landlord and the Tenant as of the date of the surrender or possession. Such terminations shall be without prejudice to the rights of either the Landlord or the Tenant to recover compensation from the condemning authority for any loss or damage caused by such condemnation.

If the Premises is subjected to condemnation as mentioned above, but not to such degree as would make the same unsuitable for the purposes for which the Tenant is using same, as determined by Tenant, then the rent which the Tenant shall pay monthly to the Landlord shall be reduced in the proportion that the part taken bears to the Premises as a whole.

19. **TAXES AND INSURANCE.** The Tenant agrees to pay promptly all taxes and assessments of every kind or nature which are now or hereafter may be imposed or assessed upon the Premises. The Landlord shall not be required to pay any taxes or assessments of any nature imposed or assessed upon fixtures, equipment, merchandise or other property installed in the Premises or brought thereon by the Tenant or any other person, but such shall be the obligation of the Tenant.

The Landlord will also maintain and pay for all adequate fire insurance, with extended coverage, on the Premises. The Tenant will provide for all insurance on its own contents in the Premises.

20. **WARRANTY.** The Landlord covenants and agrees that it has a record fee simple title to the Premises and all easements, rights of way, and appurtenances, and has full right and authority to lease the same upon the conditions herein set forth; and the Tenant shall peacefully and quietly hold and enjoy the Premises for the Term of this Agreement, so long as it does not default in the performance of its obligations pursuant to this Agreement beyond the expiration of any applicable period of notice and cure.

21. **EXERCISE OF RIGHTS.** No remedy herein or otherwise conferred upon or reserved to the Landlord or the Tenant shall be distinct, separate and cumulative and shall be in addition to every other remedy given hereunder, or now or hereafter existing at law or in equity or by statute; and every power and remedy given by the lease to the Landlord or the Tenant may be exercised from time to time as often as the occasion may arise, or as may be deemed expedient. No delay or omission of the Landlord or the Tenant to exercise any right or power arising from any default on the part of the other shall impair any such right or power, or shall be construed to be a waiver of any such default or any acquiescence thereto.

22. **BANKRUPTCY.** In the event the Tenant shall be adjudicated a bankrupt, or a temporary or permanent receiver is appointed for the Tenant in any Federal or State Court, or the Tenant shall otherwise become involved in insolvency or liquidation proceedings which are not dismissed or stayed within sixty (60) days, the Landlord shall have the right, at its option, to immediately terminate this Agreement and resume possession of the property.

23. **NO ASSIGNMENT.** The Tenant may not assign this Agreement nor sublet the Premises or any portion thereof without the prior written consent of the Landlord, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Tenant shall have the right without Landlord's prior consent, to assign this Lease or to sublet all or any portion of the Premises to any affiliate of Tenant or to any entity controlling, controlled by or under common control with Tenant or to any successor to Tenant by merger or the sale of stock or assets provided the assignee, successor or survivor shall continue to operate the business of Tenant as a going concern.

24. **BINDING EFFECT.** This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, assigns, subleases, successors and legal representatives.

25. **TERMINATION.** Either party may terminate this Lease at any time, for any reason by providing one hundred twenty (120) days written notice in accordance with Section 26 of this Lease.

26. **NOTICES.** Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by registered or certified mail to Landlord at the address then fixed for the payment of rent, and to Tenant at the address of the leased property. Either party may by written notice at any time designate a different address to which notices shall subsequently be sent. Any notice required or permitted under this

Lease shall be deemed sufficiently given or served if sent by registered or certified mail to Tenant as follows:

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement as of the 23rd day of July, 2015.

Witness: Lauren Thompson

WesMed, LLC

By: David G Whaley

Print: David G. Whaley, M.D.

Its: Shareholder

Witness: Lauren Thompson

Colonial Family Practice, LLC

By: Gary Lander

Print: Gary Lander

Its: Managing Partner

SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT ("Sublease") is made on December 22, 2015 (the "Effective Date"), by and between Family Care Partners Management LLC, a Delaware limited liability company ("Sublandlord"), and Colonial Family Practice, LLC, a South Carolina limited liability company ("Subtenant").

BACKGROUND

A. Pursuant to a certain Commercial Lease Agreement, dated August 1, 2015 (the "Prime Lease"), Sublandlord leases from WesMed, LLC, a South Carolina limited liability company ("Prime Landlord"), approximately 874 rentable square feet of space (the "Subleased Premises") located in the building having an address at 385 West Wesmark Boulevard, Sumter, South Carolina 29150 (the "Building"). All capitalized terms used but not defined herein shall have the meanings established for such terms in the Prime Lease.

B. Sublandlord and Subtenant are entering into a certain Management Services Agreement ("Management Agreement") on or about the Effective Date, pursuant to which Sublandlord has agreed to provide Subtenant with certain facilities and office space for the operation of Subtenant's business.

C. Subject to, and in accordance with, the terms and conditions hereinafter set forth, Sublandlord desires to sublease to Subtenant, and Subtenant desires to rent from Sublandlord, the Subleased Premises.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements contained herein, the parties hereto, each intending to be legally bound and to bind its respective successors and assigns, agree as follows:

1. Sublease Grant. For the Term (as defined below) and upon the terms, covenants and conditions herein set forth, Sublandlord hereby subleases to Subtenant, and Subtenant hereby subleases from Sublandlord, the Subleased Premises, together with the non-exclusive right with Prime Landlord and any other occupants of the Building to use all of the common areas, if any. During the Term, Subtenant shall have the right to receive and enjoy the benefit of the services required to be provided by Prime Landlord under the Prime Lease.

2. Subordinate to Prime Lease; Delivery Condition; Allocation of Liability.

a. This Sublease is and shall be subject and subordinate to the Prime Lease and to the matters to which the Prime Lease is or shall be subject and subordinate. A copy of the Prime Lease is attached hereto as Exhibit A. If for any reason the term of the Prime Lease shall terminate prior to the expiration date of this Sublease, this Sublease shall thereupon be automatically and immediately terminated and Sublandlord shall not be liable to Subtenant by reason thereof.

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b. Subtenant hereby acknowledges that Subtenant is accepting the Subleased Premises in its "as-is, where-is condition, with all faults", without any representations and warranties by Sublandlord.

3. Incorporation of Prime Lease.

a. Except as expressly set forth below, (i) every provision of the Prime Lease shall be deemed incorporated into, and made a part of, this Sublease by reference notwithstanding that such provisions are not restated herein; (ii) each reference in the Prime Lease to "Lease" shall be deemed a reference to this Sublease; (iii) each reference in the Prime Lease to the "Premises" shall be deemed a reference to the Subleased Premises under this Sublease; (iv) each reference in the Prime Lease to "Landlord" and "Tenant" shall be deemed a reference to "Sublandlord" and "Subtenant", respectively; (v) each reference in the Prime Lease to the "Term" shall be deemed a reference to the Term under this Sublease; (vi) each reference in the Prime Lease to the phrase "Commencement Date" shall be deemed a reference to the "Effective Date" of this Sublease; and (vii) each reference to the "date of this lease" or other similar phrase in the Prime Lease shall be deemed to be a reference to the date of this Sublease. However, notwithstanding the foregoing, Sublandlord is not assuming, and shall not be responsible or liable for Prime Landlord's obligation to perform any agreement or obligation or provide any service on the part of the "Landlord" under the Prime Lease, including, without limitation, any obligation to perform maintenance, repairs or replacement work or tenant improvement work or to rebuild following a casualty or condemnation affecting the Subleased Premises. In the event Prime Landlord fails to perform or observe any agreement or obligation on the part of Prime Landlord to be performed or observed pursuant to the Prime Lease, then, promptly following Subtenant's request, Sublandlord shall take reasonable, appropriate action against Prime Landlord, as permitted by law or by the terms of the Prime Lease, to enforce such agreements and obligations of Prime Landlord.

b. For purposes of incorporation by reference into this Sublease, the "Term" as defined in Section 2(c) of the Prime Lease shall refer to the time period commencing on the Effective Date of this Sublease and terminating in accordance with the terms of the Prime Lease (the "Term") unless (i) earlier terminated pursuant to the terms of this Sublease, or (ii) the Management Agreement is terminated in which case this Sublease shall immediately terminate and become null and void except for those obligations and liabilities of the parties that expressly survive the termination of this Sublease.

c. Notwithstanding the foregoing, the following provisions of the Prime Lease are hereby excluded from this Sublease: Section 9, the first sentence of the second grammatical paragraph of Section 19, from the words "The Landlord covenants and agrees…" to "upon the conditions herein set forth" in Section 20, and Sections 23 and 25.

d. The time limits contained in the Prime Lease for the giving of notices, making of demands or performing of any act, condition or covenant on the part of the tenant thereunder, or for the exercise by the tenant thereunder of any right, remedy or option, are changed for the purposes of incorporation herein by reference by shortening the same in each instance by two (2) days, so that in each instance Subtenant shall have two (2) days less time to observe or perform hereunder than Sublandlord has as the tenant under the Prime Lease.

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e. The rights of Prime Landlord under the Prime Lease may be enforced by, and are for the benefit of, both Sublandlord and Prime Landlord. Subtenant shall not do or permit to be done any act or thing which may constitute a breach or violation of any term, covenant or condition of the Prime Lease by the tenant thereunder, whether or not such act or thing is permitted under the provisions of this Sublease.

f. Notwithstanding anything to the contrary in this Sublease, with respect to any approval required to be obtained from the "Landlord" under the Prime Lease, such consent must be obtained from both the Prime Landlord and Sublandlord.

g. Any non-liability, indemnity or hold harmless provision in the Prime Lease for the benefit of Prime Landlord that is incorporated herein by reference, shall be deemed to inure to the benefit of Sublandlord, Prime Landlord and any other person intended to be benefited by said provision, for the purpose of incorporation by reference in this Sublease. Any right of Prime Landlord of access or inspection and any right of the landlord under the Prime Lease to do work in the Subleased Premises and any right of Prime Landlord in respect of rules and regulations shall be deemed to inure to the benefit of Sublandlord, Prime Landlord and any other person intended to be benefited by said provision, for the purpose of incorporation by reference in this Sublease. If any of the express provisions of this Sublease shall conflict with any of the provisions incorporated by reference, such conflict shall be resolved in every instance in favor of the express provisions of this Sublease, provided that such resolution does not result in or cause a breach of any provision of the Prime Lease.

h. Subtenant shall not in any event have any rights in respect of the Subleased Premises greater than Sublandlord's rights under the Prime Lease and, notwithstanding any provision to the contrary, as to obligations that pertain to the Subleased Premises and are contained in this Sublease by the incorporation by reference of the provisions of the Prime Lease, Sublandlord shall not be required to make any payment or perform any obligation and Sublandlord shall have no liability to Subtenant for any matter whatsoever, except for Sublandlord's obligation to pay the base monthly rent and additional costs due under the Prime Lease.

4. Subtenant's Performance. Subtenant shall timely pay and perform all covenants, agreements and obligations of the tenant under the Prime Lease, except as expressly provided in Section 3 above. Subtenant's failure to perform any such covenants, agreements and obligations shall be a breach of this Sublease.

5. Default. A default by Subtenant pursuant to the terms of the Management Agreement beyond all applicable notice and cure periods contained therein shall be deemed a default by Subtenant under this Sublease and in the event that Subtenant does not cure any such default prior to the expiration of any such notice and cure period, Sublandlord shall have available to it all rights and remedies contained in this Sublease, as incorporated by reference from the Prime Lease, and available at law and in equity.

6. Casualty Damage; Partial Taking. Notwithstanding the incorporation herein of

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Section 8 of the Prime Lease pertaining to damage to the Subleased Premises by fire or other casualty or of Section 18 of the Prime Lease pertaining to a partial taking, Sublandlord shall have no responsibility for the obligations of Prime Landlord thereunder, and Subtenant shall look solely to Prime Landlord in connection therewith; provided that Sublandlord, if and as requested by Subtenant, shall exercise its termination rights under such sections of the Prime Lease. To the extent that any portion of rent payable by the tenant under the Prime Lease is abated pursuant to such sections or otherwise, Subtenant shall be entitled to a corresponding abatement of rent hereunder, calculated as the rent otherwise payable by Subtenant multiplied by a fraction, the numerator of which is the number of rentable square feet within the Subleased Premises for which the abatement is being given and the denominator of which is the total number of rentable square feet in the Subleased Premises.

7. Assignment and Subletting. Subtenant shall not, by operation of law or otherwise, assign, sell, mortgage, pledge or in any manner transfer this Sublease or any interest therein, or sublet the Subleased Premises or any part or parts thereof, or grant any concession or license or otherwise permit occupancy of all or any part of the Subleased Premises by any person, without the prior consent of Sublandlord and Prime Landlord.

8. Surrender. Subtenant shall remove any alterations made to the Subleased Premises by Subtenant both prior to the Effective Date and during the Term as and to the extent required under the Prime Lease. Subtenant confirms that Subtenant will timely perform any and all surrender obligations contained in the Prime Lease.

9. Indemnity. Subtenant shall indemnify, protect, defend with counsel reasonably acceptable to Sublandlord and hold harmless Sublandlord from and against any and all claims, liabilities, judgments, causes of action, damages, costs and expenses (including, without being limited to, reasonable attorneys' and experts' fees and expenses), caused by or arising in connection with (a) a breach of Subtenant's covenants, representations and warranties under this Sublease, (b) the negligence or willful misconduct of Subtenant, or (c) the breach of any of the obligations of the tenant under the Prime Lease arising prior to the Effective Date.

10. Sublandlord's Limited Liability. In the event Sublandlord shall fail to perform any covenant, term or condition of this Sublease on Sublandlord's part required to be performed, or if Subtenant shall make any claim arising out of Subtenant's occupancy or use of the Subleased Premises based upon any action or omission of Sublandlord, Subtenant covenants and agrees to look solely to Sublandlord's interest in the Prime Lease for any recovery of a money judgment from Sublandlord from and after the date of this Sublease. In no event shall the stockholders, partners, directors, officers, agents or employees of Sublandlord (either individually or severally) be personally liable for any such judgment. Furthermore, in no event shall Subtenant be entitled to an award of incidental, consequential or punitive damages arising out of any breach by Sublandlord.

11. Notices. All notices contemplated under this Sublease by and between Sublandlord and Subtenant will be given in writing in accordance with the terms of the Management Agreement. All notices contemplated under this Sublease to be delivered to Prime Landlord shall be given in accordance with Section 26 of the Prime Lease.

12. Brokers. Sublandlord and Subtenant represent to each other that neither party has dealt with any broker or other person who may be owed a commission in connection with the transactions contemplated by this Sublease. Each party agrees to hold the other party harmless from and against all claims for brokerage commissions, finder's fees, or other compensation made by any agent, broker, salesman or finder as a consequence of said party's actions or dealings with such agent, broker, salesman or finder.

13. Binding Effect; Amendments. The provisions of this Sublease shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. This Sublease constitutes the entire agreement between the parties hereto and may not be modified except by an instrument in writing signed by the parties hereto.

14. Severability. Each covenant and agreement contained in this Sublease is a separate and independent covenant and agreement. If any covenant or agreement or the application thereof to any person or circumstance shall to any extent be invalid and unenforceable, the remainder of this Sublease, or the application of such covenant or agreement to persons or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and all other covenants and agreements of this Sublease shall be valid and enforceable to the fullest extent permitted by law.

15. Counterparts. This Sublease may be executed in counterparts, each of which, when taken together as a whole, shall constitute one and the same instrument.

16. Governing Law. This Sublease shall be governed by the laws of the state in which the Subleased Premises is located, without regard to such state's internal conflicts of laws principles.

17. Condition Precedent. This Sublease, and Sublandlord's and Subtenant's respective obligations hereunder, are expressly conditioned upon obtaining the written consent of the Prime Landlord in a form mutually acceptable to Sublandlord and Subtenant. If such consent has not been obtained within thirty (30) days after the Effective Date, either party may terminate this Sublease by written notice to the other, whereupon the parties shall have no further obligation thereafter arising under this Sublease.

[SIGNATURES CONTINUE ON NEXT PAGE]

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IN WITNESS WHEREOF, the parties have caused this Sublease to be duly executed as of the date first above written.

SUBLANDLORD:

FAMILY CARE PARTNERS MANAGEMENT LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____

SUBTENANT:

COLONIAL FAMILY PRACTICE, LLC
a limited liability company

By: _____
Name: _____
Title: _____

[Signature Page to Sublease]

CONFIDENTIAL

EXHIBIT A

Copy of all documents comprising the Prime Lease

(See Attached)

CONFIDENTIAL

WESMED, LLC

COMMERCIAL LEASE AGREEMENT

STATE OF SOUTH CAROLINA, COUNTY OF SUMTER

This Lease Agreement made the 1st day of August, 2015, by and between WesMed, LLC, (the "Landlord") and Colonial Family Practice, LLC (the "Tenant").

WITNESSETH

The parties hereto agree for themselves, their successors and assigns, as follows:

1. **THE PREMISES.** The Landlord hereby leases to the Tenant, and the Tenant hereby accepts and rents from the Landlord, that certain office space, consisting of approximately 874 square feet (the "Premises") located at 385 West Wesmark Bouleveard, Sumter, SC 29150 (the "Building"). Upon delivery to Tenant for Tenant's occupancy, the Premises, the Land and all improvements on the Land constituting Common Areas shall be in compliance with all applicable laws, regulations, codes and ordinances, including without limitation, the Americans with Disabilities Acts. The leased premises shall include the non-exclusive use by Tenant, its employees and customers, of all common areas, including but not limited to parking areas and sidewalks.

2. **TERM.** The term of this Agreement shall be as follows:

   (a) **Initial Term.** The Initial Term of this Agreement shall commence on the 1st day of the month following the premises being turned over to the Tenant for occupancy (Commencement Date) and shall continue for a period of ten (10) years, ending on the last day of the one hundred twentieth month (the "Initial Term").

   (b) **Extension Terms.** The Tenant has the option to extend this Agreement at the end of the Initial Term for two additional periods of Five (5) years (the "Extension Terms") by giving notice to the Landlord One Hundred Twenty (120) days before the expiration of the Initial Term of this Agreement. Excluding rent, all other provisions of this Agreement shall remain the same during any Extension Terms.

   (c) **Term.** All references in this agreement to the "Term of this Agreement" or the quote "Term" shall be deemed to refer to the initial term and the extension terms, if applicable.

3. **PAYMENT OF RENT.** The Tenant shall pay to the Landlord for the use, enjoyment, and the occupancy of the Premises during the Term, the following sums:

   (a) during the Initial Term, the annual sum ("fixed annual rent")

of seventeen thousand four hundred eighty dollars ($17,480.00), payable in advance in equal monthly installments ("base monthly rent") of one thousand four hundred fifty six dollars and sixty seven cents ($1,456.67), commencing on the Commencement date;

All monthly payments of fixed annual rent (the "rent") are payable in advance of the first day of each month during the Term of this Agreement. If the rent for any one month during this Agreement is not paid by the tenth of said month, the Tenant agrees to pay a penalty of ten (10%) percent of one month's rent; further, the Landlord may enforce collection of the amount due, together with the costs of collecting or any other litigation necessary to collect, including reasonable attorney's fees. If Tenant fails to pay any sum of rent and such failure shall continue for ten (10) days following delivery to Tenant of notice of non-payment, Landlord may, at its option, declare this Agreement to be cancelled and enter upon the Premises and eject the Tenant forthwith and collect as damages (a) accrued but unpaid rent, and (b) the present value of the Premises for the same period, discounted at the rate of eight percent per annum. Any such recovery, however, shall be subject to the Landlord's obligations to attempt to rent or lease the Premises for the remaining period to another lessee, or otherwise mitigate its damages. Failure to exercise this option by the Landlord upon default shall not constitute a waiver to exercise the same in the event of a subsequent default.

4. **TAXES AND INSURANCE.** The Tenant shall be responsible for the real property taxes on the Premises during the term of this Agreement as issues by the City of Sumter in the County of Sumter, South Carolina.

In addition, the Tenant agrees to pay all costs and expenses associated with maintaining Hazard Insurance on the subject premises in accordance with the insurance coverage requirements set forth in Section 6 below.

Upon receipt of the actual tax and insurance bills attributable to any calendar year during the Term of this Agreement, the Landlord shall furnish the Tenant with copies of the invoices. Any taxes or insurance premiums shall be paid by the Tenant within thirty days of receipt of the tax or insurance invoices.

5. **INSURANCE AND INDEMNITY.** The Tenant shall be responsible for carrying fire insurance with extended coverage on the Tenant's contents in the building, which include, but are not limited to, the Tenant's inventory, furniture, fixtures, equipment, leasehold improvements, and decor package. This insurance shall provide coverage for breakage of exterior and interior glass in the Premises. In addition, the Tenant shall carry public liability insurance naming the Landlord as an insured and having a minimum coverage of one million dollars ($1,000,000.000) dollars per occurrence. The Tenant shall furnish the Landlord with a certificate of said insurance upon demand. Landlord shall obtain "all risk" property insurance on the Building for the full replacement value thereof, exclusive of leasehold improvements, and liability insurance equivalent and coverage to that required of Tenant. Tenant and Landlord hereby release each other for any loss or damage with is covered by fire or extended coverage insurance as

hereinbefore provided, or which would be covered by such insurance were such insurance so maintained by the parties as required hereunder, even though such loss or damage might have been occasioned by the negligence of Tenant or of Landlord or their respective employees, contractors, or agents. Each party shall therefore look to its own insurance for reimbursement for any such insurable loss to real or personal property. Each party will obtain a corresponding waiver of subrogation provision on behalf of the other party in all of its fire and extended coverage insurance policies.

The Tenant covenants and agrees that it will defend, indemnify, protect and save harmless the Landlord from the claims of all persons arising from negligence or recklessness on the part of the Tenant, its agents, servants, or employees, in its use of the Premises. Nothing in this Agreement, however, shall be interpreted to indemnify the Landlord for its own negligence and recklessness. The Landlord covenants and agrees that it will defend, indemnify, protect and save harmless the Tenant from the claims of all persons arising from negligence or recklessness on the part of the Landlord, its agents, servants ,or employees, in its use of the Land, exclusive of the Premises. Nothing in this Agreement, however, shall be interpreted to indemnify Tenant for its own negligence and recklessness.

7. **UTILITIES.** The Tenant will pay for all janitorial services, grounds maintenance, sewer, water, electricity, gas, heat, air conditioning, telephone and other utilities supplied to the Premises at the actual costs thereof, and, where applicable, as determined metering of usage.

8. **INJURY TO THE PREMISES.** The Landlord and the Tenant hereby expressly agree to the following with respect to injury to the Premises:

(a) If the Premises are injured by fire or other casualty, within ten (10) days after the date on which the injury occurs (the "Injury Date") the Landlord shall ascertain and advise the Tenant in writing whether the damage caused by the injury (the "Damage") could reasonably be repaired within ninety (90) days after the Injury Date (the "Repair Period".)

(b) If the Damage could reasonably be repaired within the Repair Period, then (1) the Tenant shall not be entitled to terminate this Agreement, (2) the Landlord shall repair the Damage with all reasonable speed and shall complete such repair within the Repair Period and (3) the Tenant's rent shall be reduced, pro rata for time and space, to the extent that the Tenant is deprived of the occupancy of any portion of the Premises for the Tenant's purposes by reason of the injury and the making of the repairs. If the Landlord fails to complete the repair of the Damage within the Repair Period (as it may have been extended pursuant to the subsequent provisions of this subsection) the Tenant may, at the Tenant's option and in addition to any remedies that the Tenant may have against the Landlord as a result of such failure, at any time after the expiration of the Repair Period (and any extension thereof) and prior to the completion of the repair of Damage, terminate this Agreement by written notice to the Landlord. If the repair of the Damage by the Landlord is interrupted as a result of any strike or other labor disturbance, governmental restrictions or materials or physical forces beyond the

control of the Landlord, the Landlord shall take all reasonable steps to minimize any delay in the completion of the repair of the damage by reason of any such interruption and the Repair Period shall be extended by the number of days that such interruption or interruptions persist in spite of such efforts of the Landlord.

(c) If the Damage cannot reasonably be repaired within the Repair Period, then the Tenant may terminate this Agreement by written notice to the Landlord within thirty (30) days after the Injury Date. If the Tenant elects not to terminate this Agreement, the Landlord shall repair the Damage with all reasonable speed and the Tenant's rent shall be reduced, pro rata for time and space, to the extent that the Tenant is deprived of the occupancy of any portion of the Premises for the Tenant's purposes by reason of the injury and the making of the repairs.

(d) If the Tenant elects to terminate this Agreement pursuant to the provisions of subsection (c) of this Section, the Tenant's liability for payment for the rent provided for herein shall cease as of the date that notice of the termination is given by the Tenant and the Tenant shall be entitled to a refund of any rent paid with respect to any period subsequent to the termination date. If this Agreement is terminated pursuant to the provisions of subsection (c) of this Section, the Tenant's liability for the payment of the rent provided for herein shall cease as of the Injury Date and the Tenant shall be entitled to a refund of any rent paid with respect to any period subsequent to that date.

9. **REPAIRS TO THE PREMISES.** The Landlord, shall, without expense to the Tenant,

maintain and make all necessary repairs to the foundations, load bearing walls, roof, gutters, downspouts, water mains, gas and sewer lines, sidewalks, private roadways, parking areas, and common areas on or appurtenant to the Premises. In addition, the Landlord shall make all repairs to all building systems on or serving the Premises, including the heating and air conditioning system on or serving the Premises at its expense. The Landlord will not be responsible, however, to make any repairs which may have been occasioned or necessitated by the negligence of the Tenant, its agents, employees or invites, but this shall be the responsibility of the Tenant, subject to the provisions of Section 8 above. The Tenant will, at its own expense, keep and maintain in good order during the Term of this Agreement, all other non-structural components of the interior of the Premises, including, without limitation, the entire interior and all window glass, plate glass, doors, non-load bearing walls, floor coverings and lights, and the Tenant will at the end of the Term of this Agreement deliver the Premises to the Landlord in as good a condition as the same were when received by it, excepting only normal wear and tear, loss by casualty and condemnation, and repairs required to be made by the Landlord. Should the Landlord fail in the performance of its obligations under this Section, after notice and a reasonable period to cure, the Tenant may perform such work and will receive credit or reimbursement from the Landlord. Landlord also agrees to perform with reasonable diligence any repair obligations of Tenant, at Tenant's request and at Tenant's sole cost and expense.

10. **ALTERATIONS AND INSTALLATIONS.** The Tenant may from time to time, at its

expense and with the Landlord's approval, paint and decorate the Premises and make such non-structural changes, alterations, additions and improvements as will, in the judgment of the Tenant, better adapt the same for purpose of its business. The Tenant may make structural alterations or additions only with the written approval of the Landlord, which approval shall not be unreasonably withheld.

11. **MECHANIC'S LIEN.** If the Tenant alters or improves the Premises, the Tenant shall, at its own expense, cause to be discharged or released of record within thirty (30) days after filing, all notices of mechanic's liens filed with respect to such alteration or improvements in the Premises or any part thereof, for work or material furnished, which discharge or release of record shall include a discharge or release by bond where, in the Landlord's option, such is deemed appropriate. Should the Tenant fail to comply with any requirement on the Tenant's part to be performed as herein provided, within the time limit for such compliance, the Tenant shall take whatever action the Landlord deems appropriate to cure the default, and the Tenant agrees to pay to the Landlord the reasonable cost to the Landlord of curing any such default, including reasonable attorneys' fees.

12. **RIGHT OF ENTRY.** The Landlord or his agents shall have the right to enter upon the Premises at all times during the Term of this Agreement for the purpose of inspection, maintenance, repair and alteration and to show the same to prospective tenants or purchasers. Tenant shall have the right to be present during any non-emergency entry onto the Premises.

13. **FIXTURES AND PERSONAL PROPERTY.** At the commencement of the Initial Term and during the Term of this Agreement, the Tenant shall have the right, at its own expense, to install and maintain all necessary fixtures, equipment and property. Any trade fixtures, equipment and other property installed in or attached to the Premises by and at the expense of the Tenant shall remain the property of the Tenant, and the Landlord agrees that the Tenant shall have the right, at any time, and from time to time, to remove any and all of its trade fixtures, equipment and other property which it may have stored or installed in the Premises so long as all payments of rent are current. The Tenant agrees to repair any damage to the Premises caused by the removal of its fixtures or personal property.

14. **WATER DAMAGE.** It is expressly agreed and understood by and between the Landlord and the Tenant that the Landlord shall not be liable for any damage or injury by water, which may be sustained by the Tenant resulting from the carelessness, negligence, or improper conduct on the part of any other tenant, its agents, servants, or employees, or by reason of the unexpected breakage, leakage, or obstruction of water or sewer pipes.

15. **SIGNS.** The Landlord and the Tenant accept, acknowledge and agree that any exterior awnings, signs or advertising to be used by the Tenant in connection with the Premises shall be first submitted to the Landlord for approval, which approval shall not be unreasonably withheld and must meet city and county sign ordinances and codes.

16. **CARE OF THE PREMISES---RULES AND REGULATIONS.** The Tenant shall not

perform any acts or carry on any practices which injure the Premises or are a nuisance or menace to other tenants in the vicinity and shall keep the Premises under its control clean and free from rubbish and dirt at all times, and shall store all trash and garbage within the Premises and arrange for the regular removal of such trash and garbage. The Tenant shall, at all times, keep the Premises in a clean and sanitary condition in accordance with the laws, directions, rules and regulations of the governmental agencies having jurisdiction, at the sole cost and expense of the Tenant; and in all respects, the Tenant shall comply with all requirements of law applicable to the Premises.

17. **DEFAULT.** The Landlord and the Tenant accept, acknowledge and agree that in the event that the Tenant is in default of its obligations or covenants pursuant to this Agreement, other than the covenant for the payment of rent which is set forth in Section 3 of this Agreement, and said default shall continue for a period of thirty (30) days after the service of written notice of such default by the Landlord on the Tenant (unless the default cannot be cured within such thirty (30) day period, in which event Tenant will not be in default provided Tenant commences the cure of such default within such thirty (30) day period and thereafter pursues the cure of the default to completion with diligence and without material interruption or delay), then the Landlord may enter into and upon the Premises or any part thereof and repossess the same, with or without terminating this Agreement, and without prejudice to any of their remedies for rent or breach of covenant.

18. **EMINENT DOMAIN.** If the whole of the Premises or such portion thereof as will make the same unsuitable for use by the Tenant is condemned for any public use or purpose by any legally constituted authority, then in either of such events this Agreement shall cease and terminate from the time when possession is taken by such public authority and the rent shall be accounted for between the Landlord and the Tenant as of the date of the surrender or possession. Such terminations shall be without prejudice to the rights of either the Landlord or the Tenant to recover compensation from the condemning authority for any loss or damage caused by such condemnation.

If the Premises is subjected to condemnation as mentioned above, but not to such degree as would make the same unsuitable for the purposes for which the Tenant is using same, as determined by Tenant, then the rent which the Tenant shall pay monthly to the Landlord shall be reduced in the proportion that the part taken bears to the Premises as a whole.

19. **TAXES AND INSURANCE.** The Tenant agrees to pay promptly all taxes and assessments of every kind or nature which are now or hereafter may be imposed or assessed upon the Premises. The Landlord shall not be required to pay any taxes or assessments of any nature imposed or assessed upon fixtures, equipment, merchandise or other property installed in the Premises or brought thereon by the Tenant or any other person, but such shall be the obligation of the Tenant.

The Landlord will also maintain and pay for all adequate fire insurance, with extended coverage, on the Premises. The Tenant will provide for all insurance on its own contents in the Premises.

20. **WARRANTY.** The Landlord covenants and agrees that it has a record fee simple title to the Premises and all easements, rights of way, and appurtenances, and has full right and authority to lease the same upon the conditions herein set forth; and the Tenant shall peacefully and quietly hold and enjoy the Premises for the Term of this Agreement, so long as it does not default in the performance of its obligations pursuant to this Agreement beyond the expiration of any applicable period of notice and cure.

21. **EXERCISE OF RIGHTS.** No remedy herein or otherwise conferred upon or reserved to the Landlord or the Tenant shall be distinct, separate and cumulative and shall be in addition to every other remedy given hereunder, or now or hereafter existing at law or in equity or by statute; and every power and remedy given by the lease to the Landlord or the Tenant may be exercised from time to time as often as the occasion may arise, or as may be deemed expedient. No delay or omission of the Landlord or the Tenant to exercise any right or power arising from any default on the part of the other shall impair any such right or power, or shall be construed to be a waiver of any such default or any acquiescence thereto.

22. **BANKRUPTCY.** In the event the Tenant shall be adjudicated a bankrupt, or a temporary or permanent receiver is appointed for the Tenant in any Federal or State Court, or the Tenant shall otherwise become involved in insolvency or liquidation proceedings which are not dismissed or stayed within sixty (60) days, the Landlord shall have the right, at its option, to immediately terminate this Agreement and resume possession of the property.

23. **NO ASSIGNMENT.** The Tenant may not assign this Agreement nor sublet the Premises or any portion thereof without the prior written consent of the Landlord, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Tenant shall have the right without Landlord's prior consent, to assign this Lease or to sublet all or any portion of the Premises to any affiliate of Tenant or to any entity controlling, controlled by or under common control with Tenant or to any successor to Tenant by merger or the sale of stock or assets provided the assignee, successor or survivor shall continue to operate the business of Tenant as a going concern.

24. **BINDING EFFECT.** This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, assigns, subleases, successors and legal representatives.

25. **TERMINATION.** Either party may terminate this Lease at any time, for any reason by providing one hundred twenty (120) days written notice in accordance with Section 26 of this Lease.

26. **NOTICES.** Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by registered or certified mail to Landlord at the address then fixed for the payment of rent, and to Tenant at the address of the leased property. Either party may by written notice at any time designate a different address to which notices shall subsequently be sent. Any notice required or permitted under this

Lease shall be deemed sufficiently given or served if sent by registered or certified mail to Tenant as follows:

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement as of the 23rd day of July, 2015.

Witness: Lauren Thompson

WesMed, LLC

By: David G. Whaley

Print: David G. Whaley, M.D.

Its: Shareholder

Witness: Lauren Thompson

Colonial Family Practice, LLC

By: Clay Lowder

Print: Clay Lowder

Its: Managing Partner

EXHIBIT "E"
LIAISON AGREEMENT

See Attached

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LIAISON AGREEMENT

This LIAISON AGREEMENT (this "***Agreement***") is made and entered into effect as of the December 22, 2015 (the "***Effective Date***") by and between Family Care Partners Management LLC, a Delaware limited liability company ("***Manager***"), and David G. Whaley, M.D. ("***Physician***").

RECITALS

WHEREAS, Manager assists in the management of a medical practice pursuant to a management services agreement dated as of the date hereof (the "***Management Services Agreement***") by and between Manager and Colonial Family Practice, LLC, a South Carolina limited liability company ("***Group***"); and

WHEREAS, Manager wishes to have Physician serve, and Physician is willing to serve, as a liaison between Manager and the Group as set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and on the terms and subject to the conditions herein set forth, the parties, intending to be legally bound, hereby agree as follows:

Section 1. LIAISON SERVICES

During the term of this Agreement, Physician shall provide, or shall designate another physician to provide so long as such other physician is approved by Manager in writing (the person providing such services, the "***Liaison***"), such liaison services with respect to Manager and the Group as Manager may reasonably request from time to time, including but not limited to (a) assisting Manager in communicating to the Group and its employee and independent contractor physicians certain information regarding Manager's mission, vision, core values and quality standards; (b) requesting from the Group, and providing to Manager upon receipt, such information as Manager may reasonably request regarding the activities and practices of the Group so that Manager may determine whether such activities and practices are consistent with Manager's mission, core values and quality standards; and (c) serving as a liaison between Manager and the Group in connection with all other communications between Manager and the Group.

Section 2. QUALIFICATIONS OF PHYSICIAN

During the term of this Agreement, Physician shall maintain in good standing an unrestricted license to practice medicine in the State of South Carolina, and other states as required by Manager and agreed upon by Physician, and shall give prompt written notice to Manager of any loss, restriction or investigation of, or action against, the Liaison's license to practice medicine in any state where he may be licensed. Liaison shall be required to maintain

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such a license pursuant hereto. During the term of this Agreement, Physician shall not provide any liaison services that are substantially similar to the liaison services that are provided hereunder to any other medical practice or management company.

Section 3. DUTIES OF MANAGER

3.1 Liaison Fee. As consideration for the services to be performed under this Agreement, Manager shall pay Physician $1,200.00 annually through a monthly fee of $100.00, payable in arrears. The fee payable under this Section 3.1 shall hereinafter be referred to as the "***Liaison Fee***".

3.2 Independent Contractor Status. Manager and Physician agree that Physician shall perform the services described in Section 1 solely as an independent contractor, retaining control over and responsibility for his own conduct. Physician shall not, solely by virtue of this Agreement or the arrangements hereunder, be considered an employee or agent of Manager or any of its affiliates or have any authority to contract in the name of or bind Manager or any of its affiliates, except as expressly agreed to in writing by Manager. Consistent with his status as an independent contractor, Physician shall not receive, and Manager shall not provide to Physician, any employee benefits that may be provided to employees of Manager, including but not limited to any medical, dental, pension and insurance benefits, solely by virtue of this Agreement or the arrangements hereunder. Physician may be engaged during the term of this Agreement in other business activities and such other business activities may be pursued for gain, profit or other pecuniary advantage; provided, however, that, subject to Section 5.1 below, Physician may not use the facilities, equipment, supplies, personnel or offices of Manager to conduct any such business activities unrelated to Physician's services hereunder on behalf of Manager or unrelated to Physician's services under the Management Services Agreement or the Professional Services Agreement by and between Physician and Group (the "***Professional Services Agreement***"), or otherwise violate the provisions of this Agreement (unless otherwise permitted pursuant to the terms of the Professional Services Agreement).

3.3 Expenses. Manager shall pay directly or reimburse Physician for all properly documented, reasonable and necessary business expenses incurred by Physician and approved by Manager in the discharge of Physician's duties hereunder.

3.4 Administrative Support. In support of Physician's provision of services hereunder, Manager shall provide such administrative support services as may be reasonably required. The cost of such services shall be borne entirely by Manager.

3.5 Taxes. Physician's status with respect to Manager is that of an independent contractor rather than an employee and it is understood and agreed that Manager will not withhold any federal, state or local income, Social Security, unemployment or other taxes on account of payments to Physician hereunder, but will remit the full amount of such payments to Physician and report them on federal tax Form 1099. All estimated tax payments and employment tax obligations arising from payments hereunder are agreed to be Physician's.

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Section 4. TERM AND TERMINATION

The term of this Agreement shall begin on the Effective Date, and shall remain in effect until terminated in accordance with this Section 4. Manager may terminate this Agreement for any reason upon five (5) days' prior written notice (the date of such notice, the "***Notice Date***") or, sooner, if Physician ceases to provide services to Manager (including but not limited to by reason of Physician's death or disability, or by mutual agreement), or upon the Physician's inability to satisfy the qualifications set forth in Section 2. Manager may terminate this Agreement immediately if Physician has breached any of the material terms of this Agreement or any other agreement to which Manager (and/or its affiliates) and Physician are parties (collectively, the "***Ancillary Agreements***"), including, without limitation, the Membership Interest Control Agreement dated as of the date hereof (the "***Membership Interest Control Agreement***"). Physician may terminate this Agreement (a) upon one hundred twenty (120) days' prior written notice to Manager without cause; or (b) upon thirty (30) days' prior written notice if Manager has breached any of the material terms of this Agreement or any of the Ancillary Agreements and has not cured such breach within such thirty (30) day period. This Agreement shall terminate automatically upon any Membership Interest Transfer (as such term is defined in the Membership Interest Control Agreement). In the event this Agreement is terminated for any reason, Physician shall be entitled to receive the Liaison Fee and expenses through such termination, but Physician shall not be required to render any services hereunder after the Notice Date.

Section 5. GENERAL PROVISIONS

5.1 **Limitations**. Nothing in this Agreement is intended to, or shall be interpreted as, limiting any of the terms of, or any of the parties' respective rights and obligations under, any of the Ancillary Agreements, and Physician shall not be deemed to have violated any of the terms of this Agreement as a result of performing any of his obligations under any of the Ancillary Agreements.

5.2 **Binding Effect; Assignment**. This Agreement shall be binding on and inure to the benefit of Manager and its respective successors and permitted assigns. This Agreement shall also be binding on and inure to the benefit of Physician and his heirs, executors, administrators and legal representatives. Physician shall not assign this Agreement without Manager's prior written consent. This Agreement shall be assignable by Manager, at its sole discretion, following prior written notice to Physician, to any successor to the business of Manager that relates to Group, without the prior consent of Physician; provided, however, that the assignee or transferee is the successor to all or substantially all of the business or assets of Manager that relates to Group and such assignee or transferee expressly assumes all the obligations, duties, and liabilities of Manager set forth in this Agreement.

5.3 **Unauthorized Disclosure**. During the term of this Agreement and following any termination thereof, without the prior written consent of Manager, except to the extent required by applicable law, an order of a court having competent jurisdiction or under subpoena from an appropriate government agency, in which event Physician shall use his reasonable best efforts to consult with Manager prior to responding to any such order or

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subpoena, and except as required in performance of Physician's services hereunder or under the Management Services Agreement or Professional Services Agreement, Physician shall not use or disclose any confidential or proprietary trade secrets, customer lists, drawings, designs, marketing plans, management organization information (including, but not limited to, data and other information relating to members of the Board of Directors of, or to the management of, Manager or any of its affiliates), operating policies or manuals, business plans, financial records, or other financial, commercial, business or technical information (i) relating to Manager or any of its affiliates; or (ii) that Manager or any of its affiliates may receive belonging to customers or others who do business with Manager or any of its affiliates (collectively, "Confidential Information") to any third Person (defined below) unless such Confidential Information is (a) known to the receiving party before disclosure thereof, (b) independently developed by the receiving party, (c) generally available to, or known by, the public (other than as a result of a violation hereof), or (d) obtained by the receiving party from a third party not known by the receiving party to be under any obligation not to disclose such information. In the event the disclosure of Confidential Information is required by applicable law, an order of a court having competent jurisdiction or under subpoena from an appropriate government agency, Physician shall use Physician's reasonable best efforts to consult with Manager prior to making such required disclosure.

5.4 Return of Documents. Upon the termination of this Agreement, Physician shall deliver to Manager (i) all property of Manager and any of its affiliates then in his possession and (ii) all documents and data of any nature and in whatever medium of Manager and any of its affiliates, and Physician shall not take any such property, documents or data or any reproduction thereof, or any documents containing or pertaining to any Confidential Information.

5.5 Confidentiality of Agreement. The parties to this Agreement agree not to disclose its terms to any Person, other than their attorneys, accountants, financial advisors or, in Physician's case, members of his immediate family or, in Manager's case, for any reasonable purpose that is reasonably related to its business operations; provided, that this Section 5.4 shall not be construed to prohibit any disclosure required by law or in any proceeding to enforce the terms and conditions of this Agreement.

5.6 Indemnification. Manager hereby agrees that it shall indemnify and hold harmless Physician to the fullest extent permitted by law from and against any and all liabilities, costs, claims and expenses, including all costs and expenses incurred in defense of litigation (including reasonable attorneys' fees and expenses), arising out of the engagement of Physician under this Agreement, within the scope of Physician's engagement, so long as Physician acted in good faith. Reasonable costs and expenses incurred by Physician in defense of such litigation (including reasonable attorneys' fees) shall be paid by Manager in advance of the final disposition of such litigation upon receipt by Manager of (a) a written request for payment, (b) appropriate documentation evidencing the incurrence, amount and nature of the costs and expenses for which payment is being sought, and (c) an undertaking adequate under applicable law made by or on behalf of Physician to repay the amounts so paid if it shall ultimately be determined that Physician is not entitled to be indemnified by Manager under this Agreement. Manager and Physician will consult in good faith with respect to the conduct of any such litigation, and Physician's counsel shall be selected with the consent of Manager, such consent not to be unreasonably withheld.

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5.7 **Entire Agreement**. This Agreement constitutes the entire agreement between Manager and Physician with respect to the subject matter hereof, and supersedes all undertakings and agreements, whether oral or in writing, previously entered into by Manager and Physician with respect thereto. All prior correspondence and proposals (including, but not limited to, summaries of proposed terms) and all prior offer letters, promises, representations, understandings, arrangements and agreements relating to such subject matter (including, but not limited to, those made to or with Physician by any other person) are merged herein and superseded hereby.

5.8 **Governing Law; Arbitration**. This Agreement shall be governed in all respects, including as to interpretation, substantive effect and enforceability, by the internal laws of the State of Delaware, without regard to conflicts of laws provisions thereof that would require application to the laws of another jurisdiction other than those that mandatorily apply. Each of Physician and Manager acknowledge and agree that any claim, controversy, dispute or disagreement between the parties arising out of or relating to this Agreement shall be resolved in accordance with Section 11.16 of the Management Services Agreement.

5.9 **Amendments; Waiver**. No provision of this Agreement may be modified, waived or discharged unless such modification, waiver or discharge is agreed to in writing by each of the parties hereto. No waiver by any party hereto at any time of any breach by any other party hereto of, or compliance with, any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. No waiver of any provision of this Agreement shall be implied from any course of dealing between or among the parties hereto or from any failure by any party hereto to assert its rights hereunder on any occasion or series of occasions.

5.10 **Severability; Blue Pencil**. In the event that any one or more of the provisions of this Agreement shall be or become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not be affected thereby. The parties agree that the covenants contained in Sections 5.2 through 5.4 hereof are reasonable covenants under the circumstances, and further agree that if, in the opinion of any court of competent jurisdiction such covenants are not reasonable in any respect, such court shall have the right, power and authority to excise or modify such provision or provisions of these covenants as to the court shall appear not reasonable and to enforce the remainder of these covenants as so amended.

5.11 **Notices**. Any notice or other communication required or permitted to be delivered under this Agreement shall be (i) in writing; (ii) delivered personally, by facsimile, by courier service or by certified or registered mail, first class postage prepaid and return receipt requested; (iii) deemed to have been received on the date of delivery or, if so mailed, on the third business day after the mailing thereof; and (iv) addressed as follows (or to such other address as the party entitled to notice shall hereafter designate in accordance with the terms hereof):

CONFIDENTIAL

(A) If to Manager:

Family Care Partners Management LLC
c/o Varsity Management Company, LLC
1875 Century Park East, #1980
Los Angeles, CA 90067
Attention: David Alpern (dave@varsityhealthcarepartners.com)

with copies (which shall not constitute notice) to:

Morgan, Lewis & Bockius LLP
1111 Pennsylvania Avenue, N.W.
Washington, DC 20004|
Telephone number: (202) 739-5373
Facsimile number: (202) 739-3001
Attention: Joyce A. Cowan (jcowan@morganlewis.com)

Morgan, Lewis & Bockius LLP
101 Park Avenue.
New York, NY 10178|
Telephone number: (212) 309-6000
Facsimile number: (212) 309-6001
Attention: Jonathan D. Morris (jmorris@morganlewis.com)

(B) If to Physician:

David G. Whaley, M.D.
2255 Water Song Run,
Sumter, SC 29150

with a copy (which shall not constitute notice) to:

Adams and Reese LLP
1501 Main Street, 5th Floor
Columbia, SC 29201
Attention: Robert P. Bethea, Jr.
Facsimile number: (803) 343-1250
Email: Rob.Bethea@arlaw.com

5.12 **Survival**. The parties hereby agree that the provisions of this Agreement that are intended to survive the termination of this Agreement shall survive such termination in accordance with their terms.

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5.13 **Condition Precedent**. The effectiveness of this Agreement is contingent on the consummation of the transactions contemplated by the Acquisition Agreement, dated as of December 22, 2015, by and among Group and the other parties thereto.

5.14 **Further Assurances**. Each party hereto agrees with the other party hereto that it will cooperate with such other party and will execute and deliver, or cause to be executed and delivered, all such other instruments and documents, and will take such other actions, as such other parties may reasonably request from time to time to effectuate the provisions and purpose of this Agreement.

5.15 **Counterparts**. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. The parties hereto agree to accept a signed facsimile copy or portable document format of this Agreement as a fully binding original.

5.16 **Headings**. The section and other headings contained in this Agreement are for the convenience of the parties only and are not intended to be a part hereof or to affect the meaning or interpretation hereof.

[Remainder of the page intentionally left blank – signature page follows]

CONFIDENTIAL

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

FAMILY CARE PARTNERS MANAGEMENT LLC

By: _____
Name: Clayton R. Lowder, III, M.D.
Title: Authorized Person

_____
DAVID G. WHALEY, M.D.

CONFIDENTIAL

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

FAMILY CARE PARTNERS MANAGEMENT LLC

By: _____
Name: Clayton R. Lowder, III, M.D.
Title: Authorized Person

_____
DAVID G. WHALEY, M.D.

CONFIDENTIAL

LIAISON AGREEMENT

This LIAISON AGREEMENT (this "***Agreement***") is made and entered into effect as of the December 22, 2015 (the "***Effective Date***") by and between Family Care Partners Management LLC, a Delaware limited liability company ("***Manager***"), and Mitchell R. Grunsky, M.D. ("***Physician***").

RECITALS

WHEREAS, Manager assists in the management of a medical practice pursuant to a management services agreement dated as of the date hereof (the "***Management Services Agreement***") by and between Manager and Colonial Family Practice, LLC, a South Carolina limited liability company ("***Group***"); and

WHEREAS, Manager wishes to have Physician serve, and Physician is willing to serve, as a liaison between Manager and the Group as set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and on the terms and subject to the conditions herein set forth, the parties, intending to be legally bound, hereby agree as follows:

Section 1. LIAISON SERVICES

During the term of this Agreement, Physician shall provide, or shall designate another physician to provide so long as such other physician is approved by Manager in writing (the person providing such services, the "***Liaison***"), such liaison services with respect to Manager and the Group as Manager may reasonably request from time to time, including but not limited to (a) assisting Manager in communicating to the Group and its employee and independent contractor physicians certain information regarding Manager's mission, vision, core values and quality standards; (b) requesting from the Group, and providing to Manager upon receipt, such information as Manager may reasonably request regarding the activities and practices of the Group so that Manager may determine whether such activities and practices are consistent with Manager's mission, core values and quality standards; and (c) serving as a liaison between Manager and the Group in connection with all other communications between Manager and the Group.

Section 2. QUALIFICATIONS OF PHYSICIAN

During the term of this Agreement, Physician shall maintain in good standing an unrestricted license to practice medicine in the State of South Carolina, and other states as required by Manager and agreed upon by Physician, and shall give prompt written notice to Manager of any loss, restriction or investigation of, or action against, the Liaison's license to practice medicine in any state where he may be licensed. Liaison shall be required to maintain

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such a license pursuant hereto. During the term of this Agreement, Physician shall not provide any liaison services that are substantially similar to the liaison services that are provided hereunder to any other medical practice or management company.

Section 3. DUTIES OF MANAGER

3.1 Liaison Fee. As consideration for the services to be performed under this Agreement, Manager shall pay Physician $1,200.00 annually through a monthly fee of $100.00, payable in arrears. The fee payable under this Section 3.1 shall hereinafter be referred to as the "***Liaison Fee***".

3.2 Independent Contractor Status. Manager and Physician agree that Physician shall perform the services described in Section 1 solely as an independent contractor, retaining control over and responsibility for his own conduct. Physician shall not, solely by virtue of this Agreement or the arrangements hereunder, be considered an employee or agent of Manager or any of its affiliates or have any authority to contract in the name of or bind Manager or any of its affiliates, except as expressly agreed to in writing by Manager. Consistent with his status as an independent contractor, Physician shall not receive, and Manager shall not provide to Physician, any employee benefits that may be provided to employees of Manager, including but not limited to any medical, dental, pension and insurance benefits, solely by virtue of this Agreement or the arrangements hereunder. Physician may be engaged during the term of this Agreement in other business activities and such other business activities may be pursued for gain, profit or other pecuniary advantage; provided, however, that, subject to Section 5.1 below, Physician may not use the facilities, equipment, supplies, personnel or offices of Manager to conduct any such business activities unrelated to Physician's services hereunder on behalf of Manager or unrelated to Physician's services under the Management Services Agreement or the Professional Services Agreement by and between Physician and Group (the "***Professional Services Agreement***"), or otherwise violate the provisions of this Agreement (unless otherwise permitted pursuant to the terms of the Professional Services Agreement).

3.3 Expenses. Manager shall pay directly or reimburse Physician for all properly documented, reasonable and necessary business expenses incurred by Physician and approved by Manager in the discharge of Physician's duties hereunder.

3.4 Administrative Support. In support of Physician's provision of services hereunder, Manager shall provide such administrative support services as may be reasonably required. The cost of such services shall be borne entirely by Manager.

3.5 Taxes. Physician's status with respect to Manager is that of an independent contractor rather than an employee and it is understood and agreed that Manager will not withhold any federal, state or local income, Social Security, unemployment or other taxes on account of payments to Physician hereunder, but will remit the full amount of such payments to Physician and report them on federal tax Form 1099. All estimated tax payments and employment tax obligations arising from payments hereunder are agreed to be Physician's.

Section 4. TERM AND TERMINATION

The term of this Agreement shall begin on the Effective Date, and shall remain in effect until terminated in accordance with this Section 4. Manager may terminate this Agreement for any reason upon five (5) days' prior written notice (the date of such notice, the "***Notice Date***") or, sooner, if Physician ceases to provide services to Manager (including but not limited to by reason of Physician's death or disability, or by mutual agreement), or upon the Physician's inability to satisfy the qualifications set forth in Section 2. Manager may terminate this Agreement immediately if Physician has breached any of the material terms of this Agreement or any other agreement to which Manager (and/or its affiliates) and Physician are parties (collectively, the "***Ancillary Agreements***"), including, without limitation, the Membership Interest Control Agreement dated as of the date hereof (the "***Membership Interest Control Agreement***"). Physician may terminate this Agreement (a) upon one hundred twenty (120) days' prior written notice to Manager without cause; or (b) upon thirty (30) days' prior written notice if Manager has breached any of the material terms of this Agreement or any of the Ancillary Agreements and has not cured such breach within such thirty (30) day period. This Agreement shall terminate automatically upon any Membership Interest Transfer (as such term is defined in the Membership Interest Control Agreement). In the event this Agreement is terminated for any reason, Physician shall be entitled to receive the Liaison Fee and expenses through such termination, but Physician shall not be required to render any services hereunder after the Notice Date.

Section 5. GENERAL PROVISIONS

5.1 **Limitations**. Nothing in this Agreement is intended to, or shall be interpreted as, limiting any of the terms of, or any of the parties' respective rights and obligations under, any of the Ancillary Agreements, and Physician shall not be deemed to have violated any of the terms of this Agreement as a result of performing any of his obligations under any of the Ancillary Agreements.

5.2 **Binding Effect; Assignment**. This Agreement shall be binding on and inure to the benefit of Manager and its respective successors and permitted assigns. This Agreement shall also be binding on and inure to the benefit of Physician and his heirs, executors, administrators and legal representatives. Physician shall not assign this Agreement without Manager's prior written consent. This Agreement shall be assignable by Manager, at its sole discretion, following prior written notice to Physician, to any successor to the business of Manager that relates to Group, without the prior consent of Physician; provided, however, that the assignee or transferee is the successor to all or substantially all of the business or assets of Manager that relates to Group and such assignee or transferee expressly assumes all the obligations, duties, and liabilities of Manager set forth in this Agreement.

5.3 **Unauthorized Disclosure**. During the term of this Agreement and following any termination thereof, without the prior written consent of Manager, except to the extent required by applicable law, an order of a court having competent jurisdiction or under subpoena from an appropriate government agency, in which event Physician shall use his reasonable best efforts to consult with Manager prior to responding to any such order or

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subpoena, and except as required in performance of Physician's services hereunder or under the Management Services Agreement or Professional Services Agreement, Physician shall not use or disclose any confidential or proprietary trade secrets, customer lists, drawings, designs, marketing plans, management organization information (including, but not limited to, data and other information relating to members of the Board of Directors of, or to the management of, Manager or any of its affiliates), operating policies or manuals, business plans, financial records, or other financial, commercial, business or technical information (i) relating to Manager or any of its affiliates; or (ii) that Manager or any of its affiliates may receive belonging to customers or others who do business with Manager or any of its affiliates (collectively, "Confidential Information") to any third Person (defined below) unless such Confidential Information is (a) known to the receiving party before disclosure thereof, (b) independently developed by the receiving party, (c) generally available to, or known by, the public (other than as a result of a violation hereof), or (d) obtained by the receiving party from a third party not known by the receiving party to be under any obligation not to disclose such information. In the event the disclosure of Confidential Information is required by applicable law, an order of a court having competent jurisdiction or under subpoena from an appropriate government agency, Physician shall use Physician's reasonable best efforts to consult with Manager prior to making such required disclosure.

5.4 Return of Documents. Upon the termination of this Agreement, Physician shall deliver to Manager (i) all property of Manager and any of its affiliates then in his possession and (ii) all documents and data of any nature and in whatever medium of Manager and any of its affiliates, and Physician shall not take any such property, documents or data or any reproduction thereof, or any documents containing or pertaining to any Confidential Information.

5.5 Confidentiality of Agreement. The parties to this Agreement agree not to disclose its terms to any Person, other than their attorneys, accountants, financial advisors or, in Physician's case, members of his immediate family or, in Manager's case, for any reasonable purpose that is reasonably related to its business operations; provided, that this Section 5.4 shall not be construed to prohibit any disclosure required by law or in any proceeding to enforce the terms and conditions of this Agreement.

5.6 Indemnification. Manager hereby agrees that it shall indemnify and hold harmless Physician to the fullest extent permitted by law from and against any and all liabilities, costs, claims and expenses, including all costs and expenses incurred in defense of litigation (including reasonable attorneys' fees and expenses), arising out of the engagement of Physician under this Agreement, within the scope of Physician's engagement, so long as Physician acted in good faith. Reasonable costs and expenses incurred by Physician in defense of such litigation (including reasonable attorneys' fees) shall be paid by Manager in advance of the final disposition of such litigation upon receipt by Manager of (a) a written request for payment, (b) appropriate documentation evidencing the incurrence, amount and nature of the costs and expenses for which payment is being sought, and (c) an undertaking adequate under applicable law made by or on behalf of Physician to repay the amounts so paid if it shall ultimately be determined that Physician is not entitled to be indemnified by Manager under this Agreement. Manager and Physician will consult in good faith with respect to the conduct of any such litigation, and Physician's counsel shall be selected with the consent of Manager, such consent not to be unreasonably withheld.

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5.7 **Entire Agreement**. This Agreement constitutes the entire agreement between Manager and Physician with respect to the subject matter hereof, and supersedes all undertakings and agreements, whether oral or in writing, previously entered into by Manager and Physician with respect thereto. All prior correspondence and proposals (including, but not limited to, summaries of proposed terms) and all prior offer letters, promises, representations, understandings, arrangements and agreements relating to such subject matter (including, but not limited to, those made to or with Physician by any other person) are merged herein and superseded hereby.

5.8 **Governing Law; Arbitration**. This Agreement shall be governed in all respects, including as to interpretation, substantive effect and enforceability, by the internal laws of the State of Delaware, without regard to conflicts of laws provisions thereof that would require application to the laws of another jurisdiction other than those that mandatorily apply. Each of Physician and Manager acknowledge and agree that any claim, controversy, dispute or disagreement between the parties arising out of or relating to this Agreement shall be resolved in accordance with Section 11.16 of the Management Services Agreement.

5.9 **Amendments; Waiver**. No provision of this Agreement may be modified, waived or discharged unless such modification, waiver or discharge is agreed to in writing by each of the parties hereto. No waiver by any party hereto at any time of any breach by any other party hereto of, or compliance with, any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. No waiver of any provision of this Agreement shall be implied from any course of dealing between or among the parties hereto or from any failure by any party hereto to assert its rights hereunder on any occasion or series of occasions.

5.10 **Severability; Blue Pencil**. In the event that any one or more of the provisions of this Agreement shall be or become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not be affected thereby. The parties agree that the covenants contained in Sections 5.2 through 5.4 hereof are reasonable covenants under the circumstances, and further agree that if, in the opinion of any court of competent jurisdiction such covenants are not reasonable in any respect, such court shall have the right, power and authority to excise or modify such provision or provisions of these covenants as to the court shall appear not reasonable and to enforce the remainder of these covenants as so amended.

5.11 **Notices**. Any notice or other communication required or permitted to be delivered under this Agreement shall be (i) in writing; (ii) delivered personally, by facsimile, by courier service or by certified or registered mail, first class postage prepaid and return receipt requested; (iii) deemed to have been received on the date of delivery or, if so mailed, on the third business day after the mailing thereof; and (iv) addressed as follows (or to such other address as the party entitled to notice shall hereafter designate in accordance with the terms hereof):

CONFIDENTIAL

(A) If to Manager:

Family Care Partners Management LLC
c/o Varsity Management Company, LLC
1875 Century Park East, #1980
Los Angeles, CA 90067
Attention: David Alpern (dave@varsityhealthcarepartners.com)

with copies (which shall not constitute notice) to:

Morgan, Lewis & Bockius LLP
1111 Pennsylvania Avenue, N.W.
Washington, DC 20004|
Telephone number: (202) 739-5373
Facsimile number: (202) 739-3001
Attention: Joyce A. Cowan (jcowan@morganlewis.com)

Morgan, Lewis & Bockius LLP
101 Park Avenue.
New York, NY 10178|
Telephone number: (212) 309-6000
Facsimile number: (212) 309-6001
Attention: Jonathan D. Morris (jmorris@morganlewis.com)

(B) If to Physician:

Mitchell R. Grunsky, M.D.
1255 Boardwalk,
Sumter, SC 29150

with a copy (which shall not constitute notice) to:

Adams and Reese LLP
1501 Main Street, 5th Floor
Columbia, SC 29201
Attention: Robert P. Bethea, Jr.
Facsimile number: (803) 343-1250
Email: Rob.Bethea@arlaw.com

5.12 **Survival**. The parties hereby agree that the provisions of this Agreement that are intended to survive the termination of this Agreement shall survive such termination in accordance with their terms.

5.13 **Condition Precedent**. The effectiveness of this Agreement is contingent on the consumption of the transactions contemplated by the Acquisition Agreement, dated as of December 22, 2015, by and among Group and the other parties thereto.

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5.14 **Further Assurances**. Each party hereto agrees with the other party hereto that it will cooperate with such other party and will execute and deliver, or cause to be executed and delivered, all such other instruments and documents, and will take such other actions, as such other parties may reasonably request from time to time to effectuate the provisions and purpose of this Agreement.

5.15 **Counterparts**. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. The parties hereto agree to accept a signed facsimile copy or portable document format of this Agreement as a fully binding original.

5.16 **Headings**. The section and other headings contained in this Agreement are for the convenience of the parties only and are not intended to be a part hereof or to affect the meaning or interpretation hereof.

[Remainder of the page intentionally left blank – signature page follows]

CONFIDENTIAL

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

FAMILY CARE PARTNERS MANAGEMENT LLC

By: _____
Name: Clayton R. Lowder, III, M.D.
Title: Authorized Person

_____
MITCHELL R. GRUNSKY, M.D.

CONFIDENTIAL

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

FAMILY CARE PARTNERS MANAGEMENT LLC

By: _____
Name: Clayton R. Lowder, III, M.D.
Title: Authorized Person

_____
MITCHELL R. GRUNSKY, M.D.

CONFIDENTIAL

LIAISON AGREEMENT

This LIAISON AGREEMENT (this "***Agreement***") is made and entered into effect as of the December 22, 2015 (the "***Effective Date***") by and between Family Care Partners Management LLC, a Delaware limited liability company ("***Manager***"), and Clayton Lowder, M.D. ("***Physician***").

RECITALS

WHEREAS, Manager assists in the management of a medical practice pursuant to a management services agreement dated as of the date hereof (the "***Management Services Agreement***") by and between Manager and Colonial Family Practice, LLC, a South Carolina limited liability company ("***Group***"); and

WHEREAS, Manager wishes to have Physician serve, and Physician is willing to serve, as a liaison between Manager and the Group as set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and on the terms and subject to the conditions herein set forth, the parties, intending to be legally bound, hereby agree as follows:

Section 1. LIAISON SERVICES

During the term of this Agreement, Physician shall provide, or shall designate another physician to provide so long as such other physician is approved by Manager in writing (the person providing such services, the "***Liaison***"), such liaison services with respect to Manager and the Group as Manager may reasonably request from time to time, including but not limited to (a) assisting Manager in communicating to the Group and its employee and independent contractor physicians certain information regarding Manager's mission, vision, core values and quality standards; (b) requesting from the Group, and providing to Manager upon receipt, such information as Manager may reasonably request regarding the activities and practices of the Group so that Manager may determine whether such activities and practices are consistent with Manager's mission, core values and quality standards; and (c) serving as a liaison between Manager and the Group in connection with all other communications between Manager and the Group.

Section 2. QUALIFICATIONS OF PHYSICIAN

During the term of this Agreement, Physician shall maintain in good standing an unrestricted license to practice medicine in the State of South Carolina, and other states as required by Manager and agreed upon by Physician, and shall give prompt written notice to Manager of any loss, restriction or investigation of, or action against, the Liaison's license to practice medicine in any state where he may be licensed. Liaison shall be required to maintain

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such a license pursuant hereto. During the term of this Agreement, Physician shall not provide any liaison services that are substantially similar to the liaison services that are provided hereunder to any other medical practice or management company.

Section 3. DUTIES OF MANAGER

3.1 Liaison Fee. As consideration for the services to be performed under this Agreement, Manager shall pay Physician $1,200.00 annually through a monthly fee of $100.00, payable in arrears. The fee payable under this Section 3.1 shall hereinafter be referred to as the "***Liaison Fee***".

3.2 Independent Contractor Status. Manager and Physician agree that Physician shall perform the services described in Section 1 solely as an independent contractor, retaining control over and responsibility for his own conduct. Physician shall not, solely by virtue of this Agreement or the arrangements hereunder, be considered an employee or agent of Manager or any of its affiliates or have any authority to contract in the name of or bind Manager or any of its affiliates, except as expressly agreed to in writing by Manager. Consistent with his status as an independent contractor, Physician shall not receive, and Manager shall not provide to Physician, any employee benefits that may be provided to employees of Manager, including but not limited to any medical, dental, pension and insurance benefits, solely by virtue of this Agreement or the arrangements hereunder. Physician may be engaged during the term of this Agreement in other business activities and such other business activities may be pursued for gain, profit or other pecuniary advantage; provided, however, that, subject to Section 5.1 below, Physician may not use the facilities, equipment, supplies, personnel or offices of Manager to conduct any such business activities unrelated to Physician's services hereunder on behalf of Manager or unrelated to Physician's services under the Management Services Agreement or the Professional Services Agreement by and between Physician and Group (the "***Professional Services Agreement***"), or otherwise violate the provisions of this Agreement (unless otherwise permitted pursuant to the terms of the Professional Services Agreement).

3.3 Expenses. Manager shall pay directly or reimburse Physician for all properly documented, reasonable and necessary business expenses incurred by Physician and approved by Manager in the discharge of Physician's duties hereunder.

3.4 Administrative Support. In support of Physician's provision of services hereunder, Manager shall provide such administrative support services as may be reasonably required. The cost of such services shall be borne entirely by Manager.

3.5 Taxes. Physician's status with respect to Manager is that of an independent contractor rather than an employee and it is understood and agreed that Manager will not withhold any federal, state or local income, Social Security, unemployment or other taxes on account of payments to Physician hereunder, but will remit the full amount of such payments to Physician and report them on federal tax Form 1099. All estimated tax payments and employment tax obligations arising from payments hereunder are agreed to be Physician's.

Section 4. TERM AND TERMINATION

The term of this Agreement shall begin on the Effective Date, and shall remain in effect until terminated in accordance with this Section 4. Manager may terminate this Agreement for any reason upon five (5) days' prior written notice (the date of such notice, the "***Notice Date***") or, sooner, if Physician ceases to provide services to Manager (including but not limited to by reason of Physician's death or disability, or by mutual agreement), or upon the Physician's inability to satisfy the qualifications set forth in Section 2. Manager may terminate this Agreement immediately if Physician has breached any of the material terms of this Agreement or any other agreement to which Manager (and/or its affiliates) and Physician are parties (collectively, the "***Ancillary Agreements***"), including, without limitation, the Membership Interest Control Agreement dated as of the date hereof (the "***Membership Interest Control Agreement***"). Physician may terminate this Agreement (a) upon one hundred twenty (120) days' prior written notice to Manager without cause; or (b) upon thirty (30) days' prior written notice if Manager has breached any of the material terms of this Agreement or any of the Ancillary Agreements and has not cured such breach within such thirty (30) day period. This Agreement shall terminate automatically upon any Membership Interest Transfer (as such term is defined in the Membership Interest Control Agreement). In the event this Agreement is terminated for any reason, Physician shall be entitled to receive the Liaison Fee and expenses through such termination, but Physician shall not be required to render any services hereunder after the Notice Date.

Section 5. GENERAL PROVISIONS

5.1 **Limitations**. Nothing in this Agreement is intended to, or shall be interpreted as, limiting any of the terms of, or any of the parties' respective rights and obligations under, any of the Ancillary Agreements, and Physician shall not be deemed to have violated any of the terms of this Agreement as a result of performing any of his obligations under any of the Ancillary Agreements.

5.2 **Binding Effect; Assignment**. This Agreement shall be binding on and inure to the benefit of Manager and its respective successors and permitted assigns. This Agreement shall also be binding on and inure to the benefit of Physician and his heirs, executors, administrators and legal representatives. Physician shall not assign this Agreement without Manager's prior written consent. This Agreement shall be assignable by Manager, at its sole discretion, following prior written notice to Physician, to any successor to the business of Manager that relates to Group, without the prior consent of Physician; provided, however, that the assignee or transferee is the successor to all or substantially all of the business or assets of Manager that relates to Group and such assignee or transferee expressly assumes all the obligations, duties, and liabilities of Manager set forth in this Agreement.

5.3 **Unauthorized Disclosure**. During the term of this Agreement and following any termination thereof, without the prior written consent of Manager, except to the extent required by applicable law, an order of a court having competent jurisdiction or under subpoena from an appropriate government agency, in which event Physician shall use his reasonable best efforts to consult with Manager prior to responding to any such order or

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subpoena, and except as required in performance of Physician's services hereunder or under the Management Services Agreement or Professional Services Agreement, Physician shall not use or disclose any confidential or proprietary trade secrets, customer lists, drawings, designs, marketing plans, management organization information (including, but not limited to, data and other information relating to members of the Board of Directors of, or to the management of, Manager or any of its affiliates), operating policies or manuals, business plans, financial records, or other financial, commercial, business or technical information (i) relating to Manager or any of its affiliates; or (ii) that Manager or any of its affiliates may receive belonging to customers or others who do business with Manager or any of its affiliates (collectively, "Confidential Information") to any third Person (defined below) unless such Confidential Information is (a) known to the receiving party before disclosure thereof, (b) independently developed by the receiving party, (c) generally available to, or known by, the public (other than as a result of a violation hereof), or (d) obtained by the receiving party from a third party not known by the receiving party to be under any obligation not to disclose such information. In the event the disclosure of Confidential Information is required by applicable law, an order of a court having competent jurisdiction or under subpoena from an appropriate government agency, Physician shall use Physician's reasonable best efforts to consult with Manager prior to making such required disclosure.

5.4 Return of Documents. Upon the termination of this Agreement, Physician shall deliver to Manager (i) all property of Manager and any of its affiliates then in his possession and (ii) all documents and data of any nature and in whatever medium of Manager and any of its affiliates, and Physician shall not take any such property, documents or data or any reproduction thereof, or any documents containing or pertaining to any Confidential Information.

5.5 Confidentiality of Agreement. The parties to this Agreement agree not to disclose its terms to any Person, other than their attorneys, accountants, financial advisors or, in Physician's case, members of his immediate family or, in Manager's case, for any reasonable purpose that is reasonably related to its business operations; provided, that this Section 5.4 shall not be construed to prohibit any disclosure required by law or in any proceeding to enforce the terms and conditions of this Agreement.

5.6 Indemnification. Manager hereby agrees that it shall indemnify and hold harmless Physician to the fullest extent permitted by law from and against any and all liabilities, costs, claims and expenses, including all costs and expenses incurred in defense of litigation (including reasonable attorneys' fees and expenses), arising out of the engagement of Physician under this Agreement, within the scope of Physician's engagement, so long as Physician acted in good faith. Reasonable costs and expenses incurred by Physician in defense of such litigation (including reasonable attorneys' fees) shall be paid by Manager in advance of the final disposition of such litigation upon receipt by Manager of (a) a written request for payment, (b) appropriate documentation evidencing the incurrence, amount and nature of the costs and expenses for which payment is being sought, and (c) an undertaking adequate under applicable law made by or on behalf of Physician to repay the amounts so paid if it shall ultimately be determined that Physician is not entitled to be indemnified by Manager under this Agreement. Manager and Physician will consult in good faith with respect to the conduct of any such litigation, and Physician's counsel shall be selected with the consent of Manager, such consent not to be unreasonably withheld.

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5.7 **Entire Agreement**. This Agreement constitutes the entire agreement between Manager and Physician with respect to the subject matter hereof, and supersedes all undertakings and agreements, whether oral or in writing, previously entered into by Manager and Physician with respect thereto. All prior correspondence and proposals (including, but not limited to, summaries of proposed terms) and all prior offer letters, promises, representations, understandings, arrangements and agreements relating to such subject matter (including, but not limited to, those made to or with Physician by any other person) are merged herein and superseded hereby.

5.8 **Governing Law; Arbitration**. This Agreement shall be governed in all respects, including as to interpretation, substantive effect and enforceability, by the internal laws of the State of Delaware, without regard to conflicts of laws provisions thereof that would require application to the laws of another jurisdiction other than those that mandatorily apply. Each of Physician and Manager acknowledge and agree that any claim, controversy, dispute or disagreement between the parties arising out of or relating to this Agreement shall be resolved in accordance with Section 11.16 of the Management Services Agreement.

5.9 **Amendments; Waiver**. No provision of this Agreement may be modified, waived or discharged unless such modification, waiver or discharge is agreed to in writing by each of the parties hereto. No waiver by any party hereto at any time of any breach by any other party hereto of, or compliance with, any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. No waiver of any provision of this Agreement shall be implied from any course of dealing between or among the parties hereto or from any failure by any party hereto to assert its rights hereunder on any occasion or series of occasions.

5.10 **Severability; Blue Pencil**. In the event that any one or more of the provisions of this Agreement shall be or become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not be affected thereby. The parties agree that the covenants contained in Sections 5.2 through 5.4 hereof are reasonable covenants under the circumstances, and further agree that if, in the opinion of any court of competent jurisdiction such covenants are not reasonable in any respect, such court shall have the right, power and authority to excise or modify such provision or provisions of these covenants as to the court shall appear not reasonable and to enforce the remainder of these covenants as so amended.

5.11 **Notices**. Any notice or other communication required or permitted to be delivered under this Agreement shall be (i) in writing; (ii) delivered personally, by facsimile, by courier service or by certified or registered mail, first class postage prepaid and return receipt requested; (iii) deemed to have been received on the date of delivery or, if so mailed, on the third business day after the mailing thereof; and (iv) addressed as follows (or to such other address as the party entitled to notice shall hereafter designate in accordance with the terms hereof):

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(A) If to Manager:

Family Care Partners Management LLC
c/o Varsity Management Company, LLC
1875 Century Park East, #1980
Los Angeles, CA 90067
Attention: David Alpern (dave@varsityhealthcarepartners.com)

with copies (which shall not constitute notice) to:

Morgan, Lewis & Bockius LLP
1111 Pennsylvania Avenue, N.W.
Washington, DC 20004|
Telephone number: (202) 739-5373
Facsimile number: (202) 739-3001
Attention: Joyce A. Cowan (jcowan@morganlewis.com)

Morgan, Lewis & Bockius LLP
101 Park Avenue.
New York, NY 10178|
Telephone number: (212) 309-6000
Facsimile number: (212) 309-6001
Attention: Jonathan D. Morris (jmorris@morganlewis.com)

(B) If to Physician:

Clayton Lowder, M.D.
7769 St Charles Rd
Mayesville, SC 29104

with a copy (which shall not constitute notice) to:

Adams and Reese LLP
1501 Main Street, 5th Floor
Columbia, SC 29201
Attention: Robert P. Bethea, Jr.
Facsimile number: (803) 343-1250
Email: Rob.Bethea@arlaw.com

5.12 **Survival**. The parties hereby agree that the provisions of this Agreement that are intended to survive the termination of this Agreement shall survive such termination in accordance with their terms.

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5.13 **Condition Precedent**. The effectiveness of this Agreement is contingent on the consummation of the transactions contemplated by the Acquisition Agreement, dated as of December 22, 2015, by and among Group and the other parties thereto.

5.14 **Further Assurances**. Each party hereto agrees with the other party hereto that it will cooperate with such other party and will execute and deliver, or cause to be executed and delivered, all such other instruments and documents, and will take such other actions, as such other parties may reasonably request from time to time to effectuate the provisions and purpose of this Agreement.

5.15 **Counterparts**. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. The parties hereto agree to accept a signed facsimile copy or portable document format of this Agreement as a fully binding original.

5.16 **Headings**. The section and other headings contained in this Agreement are for the convenience of the parties only and are not intended to be a part hereof or to affect the meaning or interpretation hereof.

[Remainder of the page intentionally left blank – signature page follows]

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

FAMILY CARE PARTNERS MANAGEMENT LLC

By: _____
Name: David G. Whaley, M.D.
Title: Authorized Person

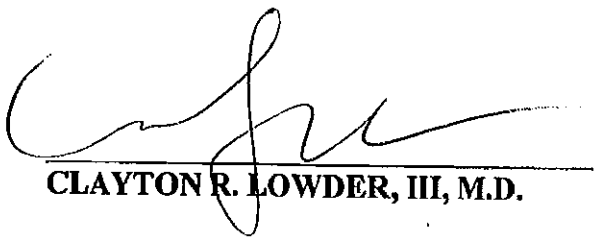
_____
CLAYTON R. LOWDER, III, M.D.

CONFIDENTIAL

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

FAMILY CARE PARTNERS MANAGEMENT LLC

By: _____
Name: David G. Whaley, M.D.
Title: Authorized Person



CLAYTON R. LOWDER, III, M.D.

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EXHIBIT "F"
BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum ("***Addendum***") supplements and is made a part of the underlying Management Services Agreement by and between Colonial Family Practice, LLC, South Carolina Limited Liability Company ("Covered Entity") and Family Care Partners Management LLC, a Delaware limited liability company ("***Business Associate***"), (each a "***Party***" and collectively, the "***Parties***").

RECITALS

WHEREAS, the Parties have entered into a Management Services Agreement (the "***Agreement***") dated as of December 22, 2015 to which this Addendum is appended, under which Business Associate has agreed to provide certain management services to Covered Entity.

WHEREAS, under the terms of the Agreement, Covered Entity shall provide, and Business Associate shall have access to, certain information some of which may constitute Protected Health Information ("PHI") and Electronic Protected Health Information ("***ePHI***").

WHEREAS, the Parties desire to protect the individual privacy and provide for the security and confidentiality of the PHI and ePHI disclosed to Business Associate by Covered Entity or generated by Business Associate on behalf of Covered Entity in accordance with the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191) ("***HIPAA***") and its accompanying privacy and security regulations ("***HIPAA Regulations***"), Health Information Technology for Economic and Clinical Health Act, enacted as part of the American Recovery and Reinvestment Act of 2009 (Public Law 111-5), and its attendant regulations and guidance ("***HITECH Act***"), and other applicable laws.

WHEREAS, consistent with Article 8 of the Agreement, the Parties desire to set forth the terms under which Business Associate is required to handle any PHI and ePHI disclosed to it by Covered Entity, or created or received on behalf of Covered Entity.

WHEREAS, as part of the HIPAA Regulations, Covered Entity is required to obtain "satisfactory assurances" from Business Associate that it will appropriately handle and safeguard any PHI disclosed to it by Covered Entity or generated by it on behalf of Covered Entity and that Business Associate will implement safeguards that "reasonably and appropriately" protect the confidentiality, integrity, and availability of any ePHI that it creates, receives, maintains, or transmits on behalf of Covered Entity. Accordingly, the Parties enter into this Addendum governing Business Associate's use and disclosure of PHI and Business Associate's implementation of safeguards to reasonably and appropriately protect the confidentiality, integrity, and availability of ePHI.

AGREEMENT

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements contained herein, and the exchange of information pursuant to this Addendum, the Parties agree as follows:

1. Definitions:

a. Data Aggregation. "***Data Aggregation***" shall have the same meaning given to such term in 45 C.F.R. § 164.501 and shall include the combining of PHI received or created by Business Associate to permit data analyses relating to Health Care Operations of Covered Entity.

b. Designated Record Set. "***Designated Record Set***" shall have the same meaning given to such term in 45 C.F.R. § 164.501 and shall include patients' medical or billing records or any Covered Entity of records which contains PHI that are maintained, in whole or in part, by or for Covered Entity.

c. Electronic Protected Health Information. "***Electronic Protected Health Information***" or "***ePHI***" shall have the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103, limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.

d. Health Care Operations. "***Health Care Operations***" shall have the meaning set out in its definition at 45 C.F.R. § 164.501, as such provision is currently drafted and as it is subsequently updated, amended or revised.

e. Individual. "***Individual***" shall have the same meaning as the term "individual" in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

f. Privacy Rule. "***Privacy Rule***" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, Subparts A and E.

g. Protected Health Information. "***Protected Health Information***" or "***PHI***" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.

h. Required by Law. "***Required by Law***" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.

i. Secretary. "***Secretary***" shall mean the Secretary of the Department of Health and Human Services or his or her designee.

j. Security Rule. "***Security Rule***" shall mean the Standards for Security of Electronic Protected Health Information at 45 C.F.R. part 160 and part 164, Subparts A and C.

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Any other terms used in this Addendum, but not otherwise defined, shall have the same meaning as those terms in the Privacy Rule, Security Rule, or any other HIPAA Regulations existing now or promulgated in the future.

2. Limits on Use and Disclosure of PHI: Except as otherwise specified herein, Business Associate may use and disclose PHI only as necessary to perform its obligations under the terms of the Agreement. All other uses and disclosures not specifically permitted or required by this Addendum or as required by state or federal law are strictly prohibited.

3. Privacy Rule Obligations and Activities of Business Associate: With regard to the use and/or disclosure of PHI, Business Associate shall:

a. Not use or further disclose PHI other than as permitted or required by this Addendum or as Required by Law;

b. Use appropriate safeguards to prevent the use or disclosure of PHI other than as provided for by this Addendum;

c. Mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Addendum;

d. Report to Covered Entity's designated privacy officer or other designated administrator or officer, within a reasonable amount of time, any use and/or disclosure of the PHI that is not permitted or required by the terms of this Addendum and of which Business Associate becomes aware;

e. Require that any and all agents, including subcontractors, that create, receive, maintain or transmit PHI on behalf of Business Associate for services provided to Covered Entity agree, in writing, to adhere to substantially the same restrictions and conditions on the use and disclosure of PHI that apply throughout this Addendum to Business Associate with respect to such PHI;

f. Upon request of Covered Entity, provide access to PHI maintained by Business Associate on behalf of Covered Entity in a Designated Record Set to Covered Entity or to an Individual, as directed by Covered Entity, in accordance with the requirements of 45 C.F.R. § 164.524. Such access shall be permitted within a reasonable period of time and in a manner designated by Covered Entity;

g. Upon request of Covered Entity, amend PHI maintained in a Designated Record Set by Business Associate on behalf of Covered Entity. Any such amendments shall be made within a reasonable period of time and in a manner designated by Covered Entity. Further, Business Associate shall incorporate any such amendments into the PHI maintained by it in a Designated Record Set on behalf of Covered Entity;

h. Make available its internal books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Secretary, in a time and manner designated by Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule;

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i. Make information available to Covered Entity regarding Business Associate's disclosures of PHI, and document such disclosures, sufficient to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528; and

j. Upon termination of the Addendum, as provided for in Section 8 herein, if feasible, return to Covered Entity, or, at Covered Entity's request, destroy, all PHI received from, or created or received by, Business Associate on behalf of Covered Entity that Business Associate still maintains in any form and retain no copies of such PHI or, if such return or destruction is not feasible, Business Associate shall notify Covered Entity in writing of the conditions that make such return or destruction infeasible and shall extend the protections of this Addendum to such PHI and limit further use or disclosure to those purposes that make the return or destruction of such PHI infeasible, for so long as Business Associate maintains such PHI. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

4. Permitted Uses and Disclosures by Business Associate. Except as otherwise limited in this Addendum:

a. Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, provided that such use or disclosure would not violate the Privacy Rule or other applicable state or federal laws if done by Covered Entity, except as permitted in Section 4(b)-(d). To the extent Business Associate is carrying out any of Covered Entity's obligations under the Privacy Rule pursuant to the terms of the Management Services Agreement or this Addendum, Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligation(s);

b. Business Associate may use PHI in its possession for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate;

c. Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that such disclosures are Required By Law, or provided that Business Associate represents to Covered Entity in writing that it has obtained reasonable assurances, from the person to whom the PHI is disclosed that it will remain confidential and be used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and that person notifies Business Associate of any instances of which it is aware in which the confidentiality of the PHI received has been breached;

d. Except as otherwise limited in this Addendum, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § l64.504(e)(2)(i)(B); and

e. Business Associate may use PHI to report violations of law to appropriate state or federal authorities as permitted by 45 C.F.R. § 164.502(b)(2)(v).

5. Privacy Rule Obligations of Covered Entity: Covered Entity shall:

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a. Provide Business Associate with its notice of privacy practices in accordance with 45 C.F.R. § 164.520, as well as any changes, amendments or modifications to such notice;

b. Provide Business Associate with any changes in, or revocation of, authorization by an Individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures;

c. Notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, provided such changes affect Business Associate's permitted or required uses and disclosures of PHI; and

d. Not request Business Associate to use or disclose PHI in any manner that would not be permitted under the Privacy Rule if done by Covered Entity, except for Data Aggregation or management and administrative activities of Business Associate.

6. Security Rule Obligations of Business Associate: With regard to the Security Rule, Business Associate agrees that it shall:

a. Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the ePHI that Business Associate creates, receives, maintains or transmits on behalf of Covered Entity and shall comply with the Security Rule with respect to ePHI;

b. Ensure that any agent, including a subcontractor, to whom Business Associate provides such ePHI agrees to implement reasonable and appropriate safeguards to protect that ePHI; and

c. Report to Covered Entity any "security incident" (as that term is defined at 45 C.F.R. § 164.304) of which Business Associate becomes aware.

7. Breach Notification: Business Associate shall be required to notify Covered Entity of any breach of "unsecured PHI" (as that term is defined at 45 C.F.R. § 164.402) in accordance with 45 C.F.R. §164.410, without reasonable delay but in no event later than ten (10) calendar days after discovery of a breach; provided, however, that the Parties acknowledge and agree that this Section constitutes notice by Business Associate to Covered Entity of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents (as defined below) for which notice to Covered Entity by Business Associate shall be required only upon request. "***Unsuccessful Security Incidents***" shall include, but not be limited to, pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of PHI. The notice of any breach of unsecured PHI must include, to the extent possible, the identification of each individual whose unsecured PHI has been, or is reasonably believed by Business Associate to have been accessed, acquired, used or disclosed during the breach and any of the following information Covered Entity is required to include in its notice to the individual pursuant to 45 C.F.R. §164.404(c):

a. A brief description of what happened, including the date of the breach and the date of discovery of the breach, if known;

b. A description of the types of unsecured PHI that were involved in the breach (e.g. social security number, full name, date of birth, address, diagnosis);

c. Any steps the individual should take to protect themselves from potential harm resulting from the breach;

d. A brief description of what is being done to investigate the breach, mitigate the harm and protect against future breaches; and

e. Contact procedures for individuals to ask questions or learn additional information which shall include a toll-free number, an e-mail address, Web site, or postal address (this subsection e. is only applicable if Covered Entity specifically requests Business Associate to establish contact procedures).

f. Such information must be submitted to Covered Entity at the time Covered Entity is required to notify the individual of a breach of unsecured PHI or as promptly thereafter as the information becomes available.

8. Term and Termination:

a. The Term of this Addendum shall be effective as of the commencement of the term of the Agreement, and shall terminate when the Agreement terminates.

b. If Covered Entity makes the determination that Business Associate has breached a material term of this Addendum, Covered Entity may: (i) provide Business Associate with 30 days written notice of the existence of an alleged material breach; and (ii) afford Business Associate an opportunity to cure the alleged material breach upon mutually agreeable terms. Nonetheless, in the event that mutually agreeable terms cannot be achieved within 30 days, such a failure to cure the alleged material breach shall be grounds for the immediate termination of this Addendum and the Agreement.

c. Upon Business Associate's knowledge of a material breach by Covered Entity, Business Associate shall notify Covered Entity of such breach in reasonable detail, and provide an opportunity for Covered Entity to cure the breach or violation, or if cure is not possible, Business Associate may immediately terminate this Agreement.

d. In the event this Addendum is terminated, the destruction, return or continued maintenance of PHI in possession of Business Associate shall be controlled by Section 3.j of this Addendum, and Business Associate's obligations set forth thereunder shall survive termination of this Addendum.

9. Integration: This Addendum shall be incorporated into and made a part of the Agreement. In the event that any term or provision of this Addendum contradicts or conflicts with a term or provision of the Agreement, that term or provision of this Addendum shall control.

10. Miscellaneous:

a. Regulatory References. A reference in this Addendum to a section in the Privacy Rule means the section as in effect or as amended, and for which compliance is required.

b. Survival. The respective rights and obligations of Business Associate under Section 3.j of this Addendum shall survive the termination of this Addendum.

c. Interpretation. Any ambiguity in this Addendum shall be resolved in favor of a meaning that permits compliance with the Privacy Rule and the Security Rule.

d. No Third Party Rights. This Addendum shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns; provided, however, that nothing in this Addendum is intended, nor shall it be construed, to confer upon any person or entity other than the Parties hereto and their respective successors and assigns, any rights remedies, obligations or liabilities whatsoever.

e. Applicable Law. The validity, enforceability and interpretation of this Addendum shall be governed by the same laws as are applicable to the Agreement and by the Privacy Rule and the Security Rule.

f. Entire Agreement. This Addendum constitutes the entire agreement between the Parties regarding the confidentiality of PHI and the security and integrity of ePHI, and supersedes all other agreements, express or implied, oral or written, between the Parties related to the subject matter of this Addendum.

g. No Limitations on Liability. No limitations in, or exclusions from, liability set forth in the Agreement or any other agreement between the Parties shall apply to breaches of any of the provisions contained in this Addendum.

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Exhibit "G"
Manager IP Rights

Service Marks

COLONIAL FAMILY PRACTICE (including use in the corporate name Colonial Family Practice, LLC)

COLONIAL HEALTHCARE

WE WILL SEE YOU TODAY!

Colonial Healthcare

Colonial

Colonial Family Practice
Specialists in Family Medicine

CENTER FOR PAIN CONTROL

CENTER FOR PAIN CONTROL
A COMPREHENSIVE APPROACH TO PAIN MANAGEMENT

COLONIAL AESTHETICS

COLONIAL AESTHETICS
advanced laser & day spa

Colonial Aesthetics

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Trade Names

Colonial Family Practice

Colonial Healthcare

Center for Pain Control

Colonial Aesthetics

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THIS AGREEMENT IS SUBJECT TO ARBITRATION PURSUANT TO S.C. CODE ANN. §§15-48-10 *ET SEQ.* AS MODIFIED HEREIN

PHYSICIAN EMPLOYMENT AGREEMENT

THIS PHYSICIAN EMPLOYMENT AGREEMENT (hereinafter referred to as the "Agreement"), made and entered into this 21st day of August, 2015 by and between **Colonial Family Practice, LLC**, a South Carolina limited liability company (the "***Practice***"), and **John K. Baker, M.D.,** a resident of the State of South Carolina (the "***Employee***").

RECITALS:

A. Employee is: (i) board certified in Neurology; (ii) licensed to engage in the practice of medicine within the State of South Carolina; and (iii) seeking to associate with Practice; and

B. Practice is duly authorized to render professional medical services and services incident thereto within the State of South Carolina and desires to employ Employee to render medical care to its patients.

NOW, THEREFORE, for and in consideration of the premises and covenants herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged and confirmed, the parties agree together as follows:

1. Recitals. The above recitals are true and correct and are incorporated by reference herein.

(a) Employment and Term. Practice agrees to employ Employee on a full time basis for the practice of Neurology beginning on September 1, 2015 (the "***Effective Date***") and continuing for one (1) year unless earlier terminated in accordance with the provisions of this Agreement, for the purpose of rendering on behalf of Practice professional medical services to such members of the general public as are or hereafter shall be accepted as patients by Practice. This Agreement shall automatically renew for successive one (1) year terms unless (i) notice of non-renewal is given by either party at least ninety (90) days prior to the end of the current term; or (ii) this Agreement is terminated in accordance with the provisions of this Agreement.

2. Compensation.

(a) For all the services of Employee during each twelve (12) month period following the Effective Date of this Agreement, Practice agrees to pay Employee total compensation as follows:

(i) Employee shall receive annual compensation in the amount of Two Hundred Eighty Thousand Dollars ($280,000.00). Employee shall be paid bimonthly, less deductions for taxes and any fringe benefits which are required by law and/or agreed upon by Employee, as more fully set forth in Section 4 of this Agreement, for services rendered for the previous month, or in accordance with such other payroll schedule as determined by Practice. If employment should

begin or end on a day other than the first or last day of the month, the payment for the first and last periods shall be pro-rated.

(ii) Employee shall be eligible for a total annual bonus of One Hundred Seventy Thousand Dollars ($170,000.00) or Forty Two Thousand Five Hundred Dollars ($42,500.00) per quarter based on quarterly collections as set forth in Section 3(a)(v) below. Quarterly Collections shall be defined as amounts actually collected by Practice during each quarter of each twelve (12) month period of this Agreement, beginning the first day of the month directly following the Effective Date, as a result of the direct treatment of patients by Employee to the extent such amounts collected exceed One Hundred Seventy Thousand Dollars ($170,000.00). Billings from "direct treatment of patients by Employee" shall include only those procedures which are typically performed by a physician and are actually performed by Employee and excludes (i) designated health services as defined in 42 U.S.C. §1395nn or any revenue generated from treatment by personnel other than Employee and (ii) revenues not directly derived from patient care such as from directorship contracts or legal consulting.

(iii) Employee shall also be eligible for an additional annual bonus of Twenty Percent (20%) of Practice profits (revenue less expenses) earned from Neurology research.

(iv) In the event that Practice hires a non-physician provider (Physician Assistant for Nurse Practitioner) to work in coordination with the Employee; Practice shall pay Employee an additional annual bonus of Ten Percent (10%) of non-physician provider's collections.

(v) **Practice's liability for payment of any bonus for which Employee is eligible is expressly conditioned upon Employee's compliance with his duties and obligations set forth in Section 6 herein and as otherwise set forth in this Agreement.**

Employee Initials **Practice Initials**

(vi) Any bonus for which Employee is eligible shall be calculated on a quarterly basis, payable thirty days following the quarter in which said bonus was earned.

(vii) Practice shall use the following Collection Tier Schedule to calculate the total annual bonus amount, if any, payable to Employee based on his Quarterly Collections (as defined in Section 3(a)(ii)) for each quarter during the each twelve (12) month period of this Agreement:

Quarterly Collection Tier Schedule:
$10,625.00 for collections in excess of $170,000.00
$10,625.00 for collections in excess of $200,000.00 (in addition)

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$10,625.00 for collections in excess of $250,000.00 (in addition)
$10,625.00 for collections in excess of $ 300,000.00 (in addition)

Example: *If total collections (as defined in Section 3 (a)(ii) for the 12 month period are $1,200,000.00 Employee's total bonus for the 4 quarters will be $170,000.00 for a total compensation (salary +bonus) of $450,000.00.*

(b) Taxes and Withholdings. Employee's earnings will be subject to all Federal and state taxes and reasonable deductions as required by law which will be paid by Practice and Employee, as applicable in a typical employer-employee relationship. In the event any federal, foreign, state or local jurisdiction requires Practice to withhold other amounts with respect to Employee's compensation, Practice shall withhold an amount necessary to satisfy the withholding responsibility.

3. Employment/Fringe Benefits. Employee shall be entitled to the following fringe benefits supplied by Practice:

(a) Health Benefit Program. Employee may participate in a health benefit program for Employee and Employee's family, in such amounts, with such deductibles, and upon such terms as Practice may determine appropriate and make available. Practice agrees to pay for Employee's premium for Employee-only coverage. Practice will pa for disability insurance (based on an annual salary of $280,000.00). Practice shall review the health benefit program with Employee on the Effective Date or within a reasonable period of time thereafter.

(b) Medical Malpractice Coverage. Practice shall maintain professional liability insurance on behalf of Employee through a carrier as determined in the sole discretion of Practice in the amount of One Million Dollars ($1,000,000) per occurrence, and Three Million Dollars ($3,000,000) per aggregate, at all times during which services are rendered pursuant to this Agreement. Employee and Practice agree to immediately notify the other in the event that either receives notice that malpractice insurance is canceled, suspended, revoked, or terminated. The cost of this benefit is not deducted from Employee's salary. If Employee is covered by any "claims made" insurance policies prior to or during the term of this Agreement, Employee, at his expense, agrees to obtain tail insurance to cover his liability for any professional services rendered prior to or during the term of this Agreement. Such tail insurance shall be maintained upon such terms and for such periods as is acceptable to Practice and shall name Practice as an additional insured. Employee shall provide certificates of such coverage upon request. Should this Agreement be terminated or expire during any coverage period or policy year for any reason, Employee will cooperate in obtaining a refund of the unused premium or repay Practice for the unused premium prior to the termination or expiration date. Notwithstanding the above, if Employee terminates this Agreement for cause, or Practice terminates this Agreement without cause, Practice shall be responsible for paying the premium for the tail insurance.

(c) Professional Activities and Memberships. Employee has an obligation to maintain memberships in certain professional societies and to attend continuing medical

education ("CME") courses. Employee shall be entitled to an allowance of up to One Thousand Dollars ($1,000.00) per year for CME expenses. Such actual, documented expenses for CME professional activities, subject to Practice's advance approval. Employee must submit receipts for such expenses incurred within one week of his return from the CME course to receive timely reimbursement from Practice. Practice shall also pay Employee's dues for professional activities and memberships, subject to Practice's advance approval. The cost of this benefit is not deducted from Employee's salary, and the benefit is not carried over from one year to the next if not used. Upon notice of termination of this Agreement by either party, this benefit shall terminate and any unused allowance will no longer be available to Employee.

(d) Licenses and Permits. Practice shall pay Employee's fees associated with maintaining his license as a physician, registrations(s) to prescribe drugs, credentialing and hospital privileges, as applicable.

4. Working Facilities and Conditions. Practice shall furnish Employee with office staff and such office supplies and equipment, such as pagers or other telephonic devices, as may be reasonably necessary for the adequate performance of his duties. Said facilities and staff shall be made available to Employee as are necessary as determined in the discretion of Practice for the efficient performance of his business duties, including evenings and weekends.

(a) Practice shall be responsible for the payment of all ordinary, reasonable, and necessary costs and expenses involved in the conduct of the professional practice, except as may be otherwise specifically provided for in this Agreement; Practice's responsibilities shall include, but not be limited to, all of the obligations and undertakings of any real estate or personal property leases, utilities, practice-related pager service, personnel costs, surgical and supply expenses, instruments, and surgical equipment costs and repairs.

(b) The selection and compensation of all clinical and office staff shall be the responsibility of Practice and all employment decisions regarding such staff shall be within Practice's sole discretion.

(c) All equipment, furniture, fixtures, supplies, patient records and files, and all other personal property located at Practice's offices is Practice's property and its maintenance and operating condition shall be Practice's responsibility.

(d) Any and all professional instruments, books, office equipment, and other property, including, but not limited to, medical records of patients treated by Employee prior to the Effective Date of this Agreement, furnished by Employee to assist him in rendering services pursuant to the terms of this Agreement shall remain Employee's individual property.

5. Duties of Employee.

(a) Employee accepts employment with Practice on the terms and conditions herein set forth and agrees that during the term of this Agreement, he will:

(i) Devote his full business time and attention to the rendition of professional medical services on behalf of Practice.

(ii) Contribute his best professional skills and services at all times for the business and benefit of Practice.

(iii) Participate in all administrative and professional meetings as conducted by Practice, including any meetings and training relating to practice management, staffing, coding, documentation, HIPAA and OSHA training.

(iv) Participate on behalf of Practice in marketing the professional services of Practice, to include participating in the development of a marketing strategy. Practice and Employee shall develop a mutually agreeable marketing program, including social events, lectures, public speaking engagements, etc.

(v) Follow and abide by the ethics of his profession, the rules and regulations of all governing boards, all Federal, state and municipal laws and ordinances regulating the practice of his profession, including but not limited to OSHA and HIPAA laws and regulations and the policies, standards, and regulations of Practice from time to time established, and notify immediately Clayton Lowder, MD, David Whaley, MD, or Mitchell Grunsky, MD of any suspected violations by Practice of same.

(vi) Maintain a satisfactory level of professional competence subject to review from time to time by Practice.

(vii) Maintain complete, timely, and accurate clinical records for all treatment provided as expected by Practice of all physicians employed by Practice and consistent with the requirements of any hospitals where Employee maintains medical staff privileges. Clinical records are to be completed within 24 hours of the time of service. At the discretion of the Managing Partner, Practice asserts the right to withhold Employee's salary if clinical records are not completed in a timely manner.

(viii) Maintain a valid, unrestricted license to practice medicine in South Carolina and a valid, unrestricted narcotics license.

(ix) Except for approved vacation, holidays, continuing education and sick days, adhere to Practice's schedule for coverage of Practice's patients.

(x) Assist Practice in keeping and maintaining appropriate and timely financial records relating to all professional services rendered by Employee and attend to all billing reports, claims, and correspondence required in connection with his services rendered under this Agreement, consistent with requirements applicable to other physicians employed by Practice.

(xi) Actively participate in the collegial medical staff community.

(xii) At all times be a participating provider under and comply with the rules and regulations of the Medicare and Medicaid programs, and such managed care and direct contracting arrangements in which Practice participates.

(xiii) Strive to maintain amicable professional relationships with patients, their family members, and all professional and non-professional employees of Practice.

(xiv) Maintain the confidentiality of patients' records and information as required by law.

(xv) Not be listed, or have any current reason to believe that during the term of this Agreement that he will be so listed: (i) by a federal agency as excluded, debarred, suspended, or otherwise ineligible to participate in federal programs, including Medicare or Medicaid; (ii) on the Department of Health and Human Services ("***HHS***") Office of the Inspector General ("***OIG***") Cumulative Sanctions Report; or (iii) on the General Services Administration List of Parties Excluded from the Federal Procurement and Non-Procurement Programs.

(xvi) Use the equipment, instruments, pharmaceuticals and supplies furnished by or on behalf of Practice for the purposes for which they are intended and in a manner consistent with sound medical practice.

(xvii) Exercise reasonable efforts to obtain/maintain board certification, and obtain such certification by the end of the Term.

(xviii) The parties acknowledge that, during the term and any renewal terms of this Agreement, Employee must be able to appropriately and safely perform his duties hereunder. Employee is responsible for apprising Practice of health factors which may affect performance of Employee's professional and/or administrative duties, including health factors potentially affecting the health, safety or welfare of Employee or others. Practice, in accordance with applicable laws, shall from time to time be entitled to make reasonable inquiries and require appropriate health screenings, both mental and physical, and testing concerning Employee's ability to perform his duties. Such screenings and testing include, but are not limited to, testing for substance abuse; testing for communicable or infectious diseases, including sexually transmitted diseases; and requesting and receiving such other information necessary to assure Practice that Employee is capable of performing his duties and does not pose a health or safety risk to others.

The results of any testing, screening or examination as required herein will be maintained as confidential and will be disclosed within the sole discretion of Practice to its administration and management only on a need to know basis in accordance with applicable laws. Provided however, any positive test result will be reported to appropriate authorities as required or allowed by law. Furthermore, if Employee is or becomes infected with Human Immunodeficiency Virus (HIV)

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or Hepatitis B Virus (HBV), then Practice has the sole discretion to report Employee's condition to an expert review panel, established pursuant to the S.C. Health Care Professional Compliance Act, S.C. Code Ann. §§44-30-10 *et seq.* (or any corresponding section of any future law) and any subsequent amendments as may occur, to determine Employee's appropriate scope of practice and resolve any other relevant issues.

(b) Employee has disclosed and will continue to truthfully disclose to Practice the following matters, whether occurring, at any time during the five (5) years immediately preceding the date of this Agreement or at any time during the term of this Agreement:

(i) any actual or threatened malpractice suit, claim (whether or not filed in court), settlement, settlement allocation, judgment, verdict or decree against Employee;

(ii) any disciplinary, peer review or professional review investigation, proceeding or action instituted against Employee by any licensure board, hospital, medical school, health care facility or entity, professional society or association, third party payor, peer review or professional review committee or body, or governmental agency;

(iii) any criminal complaint, indictment or criminal proceeding in which Employee is named as a defendant;

(iv) any allegation, investigation, or proceeding, whether administrative, civil or criminal, against Employee of filing false health care claims, violating anti-kickback laws, violating self-referral laws, violating fee splitting laws, or engaging in other billing improprieties;

(v) any organic or mental illness or condition that impairs or is likely to impair Employee's ability to practice medicine;

(vi) any dependency on, or habitual use or abuse of, alcohol or controlled substances, or any participation in any alcohol or controlled substance detoxification, treatment, recovery, rehabilitation, counseling, screening or monitoring program;

(vii) any allegation, investigation or proceeding, whether administrative, civil, or criminal, against Employee for violating professional ethics or standards, or engaging in illegal, immoral or other misconduct (of any nature or degree), relating to the practice of medicine;

(viii) any denial or withdrawal of an Employee's application in any state for licensure as a physician, for medical staff privileges at any hospital or other health care entity, for re-certification, for participation in any government third-party payment program, for state or federal controlled substances

registration, or for malpractice insurance, or loss of board certification in the medical specialty of Neurology;

(ix) any actual or threatened suspension or exclusion from participation in a federal health care program (as defined in 42 U.S.C. §1320a-7b(f)); and

(x) any contractual or other obligation of Employee that would prohibit Employee from being employed by Practice or providing professional services to patients of Practice.

6. Practice's Control and Employee's Professional Standards. It is further understood that Practice shall have the power to review all work done by Employee. Furthermore, Practice shall have the power to determine the specific duties of Employee, the means by which those duties shall be performed, and when those duties shall be performed; provided, however, in no event shall Practice: (i) control or infringe upon the manner and method by which Employee treats his patients and exercises his professional judgment related thereto; or (ii) impose employment duties or constraints of any kind that would require Employee to infringe upon the ethical code of his profession, violate any rules or regulations of any professional board, or violate any local ordinances or other law.

7. Sole Employment. During the period of his employment, Employee shall not undertake any professional medical services except for the benefit of Practice unless Practice shall consent thereto in writing and Employee shall not engage in any principal business or profession other than the rendition of professional medical services for and on behalf of Practice. However, nothing in this paragraph shall restrict or prevent Employee from personally investing or trading in stocks, bonds, securities, commodities, real estate, or any other form of passive investment, so long as such activities do not materially interfere with Employee's obligations as set forth under the Agreement's terms.

8. Fees. Practice shall have the exclusive authority to set and determine Employee's professional fees. Notwithstanding the above, Practice and Employee shall have regular discussions regarding the determination of Employee's professional fees. Employee agrees that all fees received or collected as a result of professional services rendered by him, together with all other emoluments (*e.g.*, incentives identified in Section 19, report fees, etc.), received for services rendered, shall be Practice's property and shall be remitted forthwith to said Practice in full upon receipt thereof by Employee. Accordingly, Employee acknowledges that his employment does not confer upon him any ownership interest in or personal claim upon any fees charged by Practice for his services, whether said fees are collected during his employment or after the termination thereof. Employee expressly agrees that the compensation and benefits received by him or payable to him under this Agreement shall satisfy and discharge in full all claims upon Practice for compensation in respect to his professional services.

9. Vacation, Continuing Education, Holiday and Sick Leave. Employee shall be permitted fifteen (15) business days during each twelve (12) month period of this Agreement, in the aggregate for vacation, continuing medical education, and sick leave. The leave accrues at one and one-fourth (1¼) days per month of employment and is not carried over from one year to the next if not used. Employee shall also receive five (5) days during each twelve (12) month period

of this Agreement for holidays observed by Practice. Any leaves of absence exceeding one (1) week shall be subject to Practice's sole discretion. The times at which Employee may be absent from the office shall be in Employee's discretion, subject to Practice's consent and provided that such time is compatible with the vacation, meeting, and work schedule of all employees as Practice determines. If this Agreement is terminated for any reason by either party, the leave shall be prorated according to the time Employee actually works during the twelve (12) month period, and Employee shall not be paid for any unused leave time.

10. Assignment. Employee may not assign any personal obligations or duties required under this Agreement, but he may assign his right to receive any payment hereunder subject to the provisions thereof with the advance written consent of Practice, which consent shall not be unreasonably withheld. Practice may assign this Agreement with the advance written consent of Employee, which consent shall not be unreasonably withheld. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors, heirs and legal representatives.

11. Termination for Cause. This Agreement shall terminate, at the option of the nonbreaching party for cause upon:

(a) Either party's material breach of the provisions of this Agreement;

(b) Employee's chronic inattention to duty, his dishonesty, his poor/negligent medical care of patients, or his failure to perform in any material manner his obligations hereunder;

(c) Employee's loss of his board certification or privileges to practice medicine (through resignation, limitation, revocation, suspension, or otherwise) at any hospital at which Practice does business;

(d) Loss or suspension of Employee's license to practice medicine in the State of South Carolina or his narcotics license;

(e) Employee's ineligibility for Practice's malpractice insurance coverage or his malpractice premiums become unreasonably expensive as compared to the premiums for other physician(s) employed by Practice, as determined in the sole discretion of Practice;

(f) Either party's conviction, plea of guilty, plea of nolo contendere, or an agreement to perform community service in lieu of a plea for a charge of theft, violation of drug laws, or sexual misconduct, or an offense that affects Practice's reputation, or which reasonably could create concern on the part of patients, the public or fellow employees;

(g) Either party's exclusion, debarment, suspension, or other ineligibility to participate in federal health care programs, including Medicare or Medicaid, or the inclusion of Employee's name on the HHS - OIG Cumulative Sanctions Report or the General Services Administration List of Parties Excluded from the Federal Procurement and Non-Procurement Programs; or

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(h) Offset or withhold of provider payments attributable to Employee under the Federal Payment Levy Program of Medicare Fee-For-Service payments for Federal Tax Debt or Federal Non-Tax Debt of Employee, which is not withdrawn within thirty (30) days of institution.

If the event justifying termination is either paragraph (a) or (b) above, the non-breaching party agrees to give the other notice of its intention to terminate this Agreement, specifying the event or events of default justifying such notice. The breaching party shall have thirty (30) days from the date such notice is received to correct such default, if not corrected within that time period, this Agreement will be terminated on the thirtieth (30^{th}) day. If the event justifying the termination is (c) – (h) above, Practice may terminate the Agreement immediately upon written notice setting forth the grounds for the termination. All provisions of this Agreement requiring actions or refraining from actions after the termination of this Agreement shall survive and be in operation and in effect after the termination hereof.

12. Termination Without Cause.

(a) This Agreement may be terminated by either party without cause by ninety (90) days notice in writing to the non-terminating party.

(b) This Agreement may also be automatically terminated by Practice without cause or notice for the following reasons:

(i) the death of Employee; or

(ii) a partial or total disability preventing Employee from the continuation of practicing medicine for a period of ninety (90) or more days (whether or not consecutive), to the extent consistent with law.

(c) At the option of Practice, and subject to all limitations set forth in Section 14 herein, Practice may choose to terminate Employee immediately and pay Employee's compensation for the ninety day (90) notice period in accordance with Practice's normal payroll schedule.

13. Effect of Termination.

(a) Upon termination of this Agreement on grounds other than for cause under Section 12 herein, Practice is not required to make any salary or bonus payments set forth in Section 3 after the effective date of the termination except for salary and bonus payments related to those periods Employee actually provided services before, but owed after, the effective date of termination. Upon Practice's termination of this Agreement for cause pursuant to Section 12 herein, Practice is not required to make any salary or bonus payments set forth in Section 3 after the effective date of termination except for salary payments related to those periods Employee actually provided services before, but owed after, the effective date of termination.

(b) Notwithstanding the termination of Employee's employment, such termination shall not affect any liability or any other obligation of Employee or Practice which may have accrued prior to such termination. Further, Employee shall be required to complete all relevant medical records and otherwise fulfill all responsibilities hereunder relating to the services rendered prior to the date of termination, and Practice reserves the right to withhold bonus payments that may be due under Sections 3 and 14(a) herein if Employee fails to satisfy his obligations under Sections 6(a)(v) and 6(a)(x) prior to the date of termination. If Employee fails to satisfy these obligations within seven (7) calendar days after the date of termination, Employee agrees that he shall permanently forfeit and waive his right to receive such payments.

KB
Employee Initials

Practice Initials

(c) Upon termination of this Agreement, Employee will return all records, patient lists, supplies and other materials of Practice. The terms of this Paragraph 14 shall survive termination or expiration of this Agreement for any reason.

14. Employee Covenants. In consideration of Employee's, employment hereunder, the compensation paid for Employee's services, and in further consideration of the disclosure to Employee of certain Confidential Information and Trade Secrets, as defined herein, during the course of such employment, whether past, present or future, Employee covenants and agrees as follows:

(a) Definitions. "*Restricted Territory*" means a thirty (30) mile*]* radius around Practice's office location existing now or at the termination of this Agreement in which Employee provided services under this Agreement. "*Restricted Period*" shall mean the period commencing on the Effective Date and expiring twenty- four (24) months following termination of employment by either party for any reason.

(b) No Prohibition Against Accepting Employment. Employee represents and warrants that he is free to accept employment with Practice and has no contractual obligation that would prevent him from being employed by Practice or providing professional services to patients of Practice.

(c) Acknowledgment of Confidential Information and Trade Secrets. Employee acknowledges that Practice has information that is confidential and/or that constitutes trade secrets that Practice uses in its business and which is essential to its continued ability to compete and be successful. It is expressly recognized and acknowledged by Employee that (i) Practice has developed and established a valuable business in providing healthcare services to patients; (ii) Practice's business connections, referral sources and patients have been established and maintained at great expense and are of great value to Practice; and (iii) by virtue of Employee's engagement by Practice, Employee will become personally acquainted with the referral sources and patients of Practice.

(d) Covenant Not to Disclose Trade Secrets and Confidential Information.

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(i) The term "***Trade Secret(s)***," as used herein, shall be defined as set forth in the South Carolina Uniform Trade Secrets Act (S.C. Code Ann. §§39-8-10 *et seq.*), which defines Trade Secrets as information, including, but not limited to, a formula, pattern, compilation, program, device, method, technique, product, system or process, design, prototype, procedure or code that: (i) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by the public or any other person who can obtain economic value from its disclosure or use, and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

(ii) Employee expressly agrees that should the South Carolina General Assembly change the definition of "Trade Secret" set forth in the Act described above, Practice may amend this Agreement to set forth the new statutory definition of trade secret and that such definition shall be binding upon Employee from the date of said amendment forward.

(iii) Employee acknowledges and recognizes that the list or identification of patients, referral sources, and payors of Practice, its fee schedules, payor contracts, policies and operating procedures, as the same may exist from time to time, are valuable, special and unique assets of Practice's business and are Trade Secrets belonging to Practice.

(iv) The term "***Confidential Information***," as such term is used herein, shall mean any information which Practice uses in its business, which is not generally known in Practice's industry, and which Practice considers to be confidential or proprietary, whether or not such information rises to the level of a Trade Secret, including, but not limited to, the list in any medium or format of names of the patients of Practice ("***Patient List***"). Employee recognizes and acknowledges that Practice's patients and the specific needs of such patients are essential to the success of its business and its continued good will and that its Patient List is a property interest of Practice, having been developed by Practice at great effort and expense.

(v) Employee covenants and agrees that during Employee's employment and at all times thereafter, Employee shall not use or disclose any Trade Secrets of Practice, except as an employee of Practice with the consent of Practice. Employee further covenants and agrees that during the Restricted Period, Employee shall not use or disclose any Confidential Information of Practice, for any reason or purpose whatsoever, except as an employee of Practice without the written consent of Practice. Further, Employee shall not use the Trade Secrets or Confidential Information of Practice in any way that adversely impacts Practice, whether directly or indirectly.

(e) Covenant Not to Solicit Patients or Employees of Practice. Employee covenants and agrees that during the Restricted Period, Employee shall not, (i) solicit, divert or attempt to divert or take away any person who was a patient of Practice at any

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time during Employee's employment with Practice and with whom Employee had any contact during such employment; or (ii) induce, encourage, or offer employment to, or hire, any employee of Practice; or (iii) solicit, induce or attempt to induce any referral source, supplier, payor, network, contractor, agent or representative associated with Practice to terminate its or his association with Practice; or (iv) interfere in any manner with any contractual relationship between Practice and any third party.

(f) Covenant Not to Compete. Employee covenants and agrees that in the event Employee's employment relationship with Practice is terminated for any reason whatsoever, Employee shall not, during the Restricted Period, directly or indirectly, alone or in association with or on behalf of any other person or entity, and within the Restricted Territory, whether as an employee, agent, representative, shareholder, director, officer, joint venturer, partner, sole proprietor, investor, or in any other capacity whatsoever: (i) own, operate, be employed by or under contract with, or participate in ownership, management or operation of any entity in which Employee provides healthcare services to patients.

(g) Breach; Remedies. Employee recognizes and agrees that a breach by Employee of any covenant contained in this Agreement would cause immeasurable and irreparable harm to Practice. In the event of a breach or threatened breach of any covenant contained herein, Practice shall be entitled to temporary and permanent injunctive relief, restraining Employee from violating or threatening to violate any covenant contained herein, as well as all costs and fees incurred by Practice, including attorney's fees, as a result of Employee's breach or threatened breach of the covenant. Practice and Employee agree that the relief described herein is in addition to such other and further relief as may be available to Practice at equity or by law. Nothing herein shall be construed as prohibiting Practice from pursuing any other remedies available to it for such breach or threatened breach, including the recovery of damages from Employee. Employee waives the claim or defenses that the terms of the covenant are unreasonable and agrees that he shall not urge in any such action or proceeding that such claims or defenses exist.

(h) Covenants Independent. The covenants on the part of Employee itemized in paragraphs 16(a) through (g) hereof (collectively, the "***Restrictive Covenants***") shall each be construed as agreements independent of each other and of any other provision in this Agreement. The unenforceability of one shall not affect the remaining covenants.

(i) Material Covenants. Employee acknowledges that his agreements and the Restrictive Covenants are material conditions to Practice's agreement to execute and deliver this Agreement and that Practice would not have entered into this Agreement without such agreements and Restricted Covenants.

(j) Reasonable Restraint. Employee agrees, with respect to the Restricted Covenants, that:

(i) the Restricted Covenants are reasonable as to time, geographical scope and business scope;

(ii) in exchange, valuable consideration has been received by Employee from Practice;

(iii) the protection afforded Practice is necessary for Practice to reasonably to protect its business interests; and

(iv) if he chooses, Employee is fully capable of maintaining gainful employment after termination of employment with Practice and while bound by the provisions of the Restricted Covenants.

15. Authority, Patient Selection and Third Party Payor Program. Employee shall have no authority to contract for or to obligate Practice in any way unless Practice shall specifically confer such authority in writing. It is understood and agreed that Practice shall have complete and sole control and authority with respect to the acceptance or refusal of any patient, the amount of fees charged by Practice for professional services and whether Practice and/or Employee shall be participating physicians in any third party payor program; provided, however, in no event shall Practice control the manner and method by which Employee treats his patients.

16. Compliance with Reimbursement Laws and Indemnification.

(a) Employee will comply with those provisions of the law that affect reimbursement to Practice. Employee will not do anything that will adversely affect reimbursement payments to Practice from any third party payor or that will adversely affect Practice's Medicaid or Medicare provider status.

(b) Employee shall comply in all respects with the Medicare and Medicaid laws and regulations, including, without limitation, the anti-kickback and fraud and abuse provisions thereof, and no direct or indirect payments shall be made to induce or as consideration for the referral of a Medicare or Medicaid patient.

(c) Employee agrees to indemnify and hold harmless Practice and its agents, employees, representatives, heirs, successors and assigns from any and all claims arising out of or related Employee's intentional, reckless or willful violation of the provisions of this Section 18, including, but not limited to, reimbursement for all civil fines, loss of reimbursement, reasonable attorney fees, and costs incurred by Practice as a result of or in defense of such claim.

17. Incentives. Employee irrevocably assigns to Practice any and all of the following amounts (collectively, the "Incentives"), and shall immediately transfer to Practice any such Incentives received by Employee: (i) Electronic health record incentives for which Employee qualifies under the HITECH Act ("EHR Incentives"); (ii) amounts for which Employee qualifies under the Physician Quality Reporting Initiative or any successor thereto ("PQRI Incentives"); and/or (iii) amounts for which Employee qualifies under the Electronic Prescribing Incentive Program or any successor thereto ("eRx Incentives"). Employee agrees to use commercially reasonable best efforts to qualify for the maximum Incentives for which Employee may be eligible, and at Practice's request, shall execute such documents as Practice deems necessary for Employee to register for, qualify for or receive any Incentives. Employee authorizes Practice to execute and submit on Employee's behalf any documentation Practice deems necessary for

Employee to: (i) register for, qualify for or receive any Incentives (including, without limitation, any waiver of Medicare EHR Incentives to qualify for Medicaid EHR Incentives); or (ii) transfer to Practice any and all Incentives for which Employee qualifies.

18. Dispute Resolution.

(a) Employee stipulates and agrees that if any Restrictive Covenant is breached or its breach is threatened, Practice would suffer irreparable harm and could not be made whole by an award of monetary damages or any other relief at law. Accordingly, Practice, in addition to monetary damages and any other remedy to which it may be entitled by law or in equity, shall be entitled to an injunction to prevent breaches of the Agreement and to an order compelling specific performance of this Agreement. If a court of competent jurisdiction determines that Employee has breached the Agreement, Employee will reimburse the other Practice for all costs and expenses, including reasonable attorneys' fees. Any action brought pursuant to this Section 20(a) shall be filed in a court of competent jurisdiction in located in Sumter County, South Carolina, and each party stipulates and agrees that said venue is proper and waives any and all objections thereto.

(b) Arbitration. Except as otherwise provided in Section 20(a) herein or any other term of this Agreement, with respect to any and all disputes arising out of or by reason this Agreement, or any of the transactions contemplated hereby, the parties shall be entitled to all legal and equitable remedies provided by law and agree to submit the dispute to arbitration. The arbitration shall take place in Sumter County, South Carolina, or at another location mutually agreeable to the parties. The arbitration shall be conducted in accordance with the rules and regulations of the American Health Lawyers Association then in effect. In the event of an arbitration, judgment may be entered upon any award arising out of such arbitration in any court of competent jurisdiction and all costs of the arbitration shall be borne by the party against whose interest the arbitration is adversely determined. The parties agree to exercise good faith and reasonable efforts to complete arbitration within ninety (90) calendar days following the receipt of notice of arbitration.

19. Patient Records. Employee acknowledges that any papers, x-rays or other imaging materials, slides, medical data, medical records, patient lists, fee books, patient administrative records, billing records, files, or other documents or copies thereof pertaining to any patient treated by Employee or in Practice' practice belong to and will remain the property of Practice. Such records shall be considered Practice's property for all purposes of this Agreement regardless of the number of patients of record who are receiving care from Employee as a result of his employment pursuant to the terms of this Agreement. Practice shall make copies of such records available to Employee for patient treatment or litigation defense purposes, but not for solicitation purposes. During the term of this Agreement, Practice shall bear the cost of such reproduction. After the term of this Agreement, Employee shall bear the cost of reproduction of records. Employee shall have full access to and use of the patient records during the terms of this Agreement for any and all business purposes related to the performance of his duties hereunder. However, under no circumstances shall Employee, or his agents, remove or copy any patient list, clinical or financial records of Practice without Practice's express written consent.

20. Notice. Any notice required or permitted to be given under this Agreement shall be sufficient if in writing, and if sent by registered mail to his residence in the case of Employee or to the principal place of business in the case of Practice.

21. Legal Effect. The rights and obligation of the parties under this Agreement shall inure to the benefit of and shall be binding upon their respective heirs, executors, administrators, successors and assigns. All captions are included only for reference and shall not constitute substantive provisions of this Agreement.

22. Entire Agreement. This instrument contains the entire agreement of the parties and may not be changed orally but only by an agreement in writing and signed by the party against whom enforcement of any waiver, change, modification, extension, or discharge is sought.

23. Amendment. Without in any way voiding the whole hereof, any and all parts of this Agreement may be amended, by mutual agreement of the parties, as provided above.

24. Waiver of Breach. The waiver by Practice of a breach of any provision of this Agreement by Employee shall not operate or be construed as a waiver of any subsequent breach by Employee.

25. Governing Law. This Agreement shall be governed by and construed with the laws of the State of South Carolina. The parties stipulate and agree that venue of any disputes shall be in Sumter County, South Carolina and any objections to venue are hereby waived.

26. Severability. Should any clause or term of this Agreement be deemed invalid or unenforceable, the remaining terms shall continue in full force and effect.

27. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and together shall constitute one and the same Agreement.

28. Confidentiality. The terms of this Agreement may not be released to any third party, except spouses, banks, attorneys, accountants and other financial consultants of Practice and Employee, who agree to hold the information confidential, without the written consent of the other party, which consent shall not be unreasonably withheld.

IN WITNESS WHEREOF, the Undersigned have caused this instrument to be executed on the date first above written.

ATTEST:

Lauren Thompson

PRACTICE:

COLONIAL FAMILY PRACTICE, LLC

By: _____

Clay M. Lowder, M.D.

Its: Managing Partner

EMPLOYEE:

_____

John K. Baker, M.D.

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AMENDMENT
TO
PHYSICIAN EMPLOYMENT AGREEMENT

This Amendment (this "Amendment") to the Physician Employment Agreement by and between Colonial Family Practice, LLC (the "Company"), and John K. Baker, M.D. (the "Employee"), dated as of the 21st day of August, 2015 (the "Employment Agreement"), is entered into as of this 28th day of September, 2016.

RECITALS

WHEREAS, the Company and the Employee are parties to the Employment Agreement, and the Company and the Employee now desire to amend the Employment Agreement to reflect changes to the Compensation of the Employee as set forth in Section 2 of the Employment Agreement; and

WHEREAS, Section 23 of the Employment Agreement permits modifications to the Employment Agreement by written agreement between the Company and the Employee.

NOW, THEREFORE, the Employment Agreement is hereby amended as follows:

1. Section 2(a)(i) is hereby amended so that the annual base compensation is increased to Three Hundred Thousand Dollars ($300,000.00) from Two Hundred Eighty Thousand Dollars ($280,000.00).

2. Section 2(a)(ii) is hereby amended so that the total annual bonus opportunity is increased to Two Hundred Forty Thousand Dollars ($240,000.00) from One Hundred Seventy Thousand Dollars ($170,000.00).

3. The Quarterly Collection Tier Schedule set forth in Section 2(a)(vii) is hereby amended in its entirety as follows:

Quarterly Collection Tier Schedule:

$10,000.00 for collections in excess of $170,000.00
$10,000.00 for collections in excess of $200,000.00 (in addition)
$10,000.00 for collections in excess of $250,000.00 (in addition)
$10,000.00 for collections in excess of $300,000.00 (in addition)
$10,000.00 for collections in excess of $350,000.00 (in addition)
$5,000.00 for collections in excess of $400,000.00 (in addition)
$5,000.00 for collections in excess of $450,000.00 (in addition)

4. Except to the extent expressly amended hereby, the Employment Agreement shall remain in full force and effect in all respects.

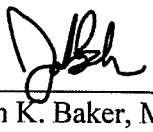
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Amendment has been duly executed by the parties hereto as of the day and year first written above.

Colonial Family Practice, LLC

By:_____
Name:
Title:

EMPLOYEE



Name: John K. Baker, M.D.

CONFIDENTIAL

THIS AGREEMENT IS SUBJECT TO ARBITRATION PURSUANT TO S.C. CODE ANN. §§15-48-10 *ET SEQ.* AS MODIFIED HEREIN

PHYSICIAN EMPLOYMENT AGREEMENT

THIS PHYSICIAN EMPLOYMENT AGREEMENT (hereinafter referred to as the "Agreement"), made and entered into this 21st day of August, 2015 by and between **Colonial Family Practice, LLC**, a South Carolina limited liability company (the "***Practice***"), and **John K. Baker, M.D.**, a resident of the State of South Carolina (the "***Employee***").

RECITALS:

A. Employee is: (i) board certified in Neurology; (ii) licensed to engage in the practice of medicine within the State of South Carolina; and (iii) seeking to associate with Practice; and

B. Practice is duly authorized to render professional medical services and services incident thereto within the State of South Carolina and desires to employ Employee to render medical care to its patients.

NOW, THEREFORE, for and in consideration of the premises and covenants herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged and confirmed, the parties agree together as follows:

1. Recitals. The above recitals are true and correct and are incorporated by reference herein.

(a) Employment and Term. Practice agrees to employ Employee on a full time basis for the practice of Neurology beginning on September 1, 2015 (the "***Effective Date***") and continuing for one (1) year unless earlier terminated in accordance with the provisions of this Agreement, for the purpose of rendering on behalf of Practice professional medical services to such members of the general public as are or hereafter shall be accepted as patients by Practice. This Agreement shall automatically renew for successive one (1) year terms unless (i) notice of non-renewal is given by either party at least ninety (90) days prior to the end of the current term; or (ii) this Agreement is terminated in accordance with the provisions of this Agreement.

2. Compensation.

(a) For all the services of Employee during each twelve (12) month period following the Effective Date of this Agreement, Practice agrees to pay Employee total compensation as follows:

(i) Employee shall receive annual compensation in the amount of Two Hundred Eighty Thousand Dollars ($280,000.00). Employee shall be paid bimonthly, less deductions for taxes and any fringe benefits which are required by law and/or agreed upon by Employee, as more fully set forth in Section 4 of this Agreement, for services rendered for the previous month, or in accordance with such other payroll schedule as determined by Practice. If employment should

begin or end on a day other than the first or last day of the month, the payment for the first and last periods shall be pro-rated.

(ii) Employee shall be eligible for a total annual bonus of One Hundred Seventy Thousand Dollars ($170,000.00) or Forty Two Thousand Five Hundred Dollars ($42,500.00) per quarter based on quarterly collections as set forth in Section 3(a)(v) below. Quarterly Collections shall be defined as amounts actually collected by Practice during each quarter of each twelve (12) month period of this Agreement, beginning the first day of the month directly following the Effective Date, as a result of the direct treatment of patients by Employee to the extent such amounts collected exceed One Hundred Seventy Thousand Dollars ($170,000.00). Billings from "direct treatment of patients by Employee" shall include only those procedures which are typically performed by a physician and are actually performed by Employee and excludes (i) designated health services as defined in 42 U.S.C. §1395nn or any revenue generated from treatment by personnel other than Employee and (ii) revenues not directly derived from patient care such as from directorship contracts or legal consulting.

(iii) Employee shall also be eligible for an additional annual bonus of Twenty Percent (20%) of Practice profits (revenue less expenses) earned from Neurology research.

(iv) In the event that Practice hires a non-physician provider (Physician Assistant for Nurse Practitioner) to work in coordination with the Employee; Practice shall pay Employee an additional annual bonus of Ten Percent (10%) of non-physician provider's collections.

(v) **Practice's liability for payment of any bonus for which Employee is eligible is expressly conditioned upon Employee's compliance with his duties and obligations set forth in Section 6 herein and as otherwise set forth in this Agreement.**

Employee Initials _____ Practice Initials _____

(vi) Any bonus for which Employee is eligible shall be calculated on a quarterly basis, payable thirty days following the quarter in which said bonus was earned.

(vii) Practice shall use the following Collection Tier Schedule to calculate the total annual bonus amount, if any, payable to Employee based on his Quarterly Collections (as defined in Section 3(a)(ii)) for each quarter during the each twelve (12) month period of this Agreement:

Quarterly Collection Tier Schedule:
$10,625.00 for collections in excess of $170,000.00
$10,625.00 for collections in excess of $200,000.00 (in addition)

$10,625.00 for collections in excess of $250,000.00 (in addition)
$10,625.00 for collections in excess of $ 300,000.00 (in addition)

Example: If total collections (as defined in Section 3 (a)(ii) for the 12 month period are $1,200,000.00 Employee's total bonus for the 4 quarters will be $170,000.00 for a total compensation (salary +bonus) of $450,000.00.

(b) Taxes and Withholdings. Employee's earnings will be subject to all Federal and state taxes and reasonable deductions as required by law which will be paid by Practice and Employee, as applicable in a typical employer-employee relationship. In the event any federal, foreign, state or local jurisdiction requires Practice to withhold other amounts with respect to Employee's compensation, Practice shall withhold an amount necessary to satisfy the withholding responsibility.

3. Employment/Fringe Benefits. Employee shall be entitled to the following fringe benefits supplied by Practice:

(a) Health Benefit Program. Employee may participate in a health benefit program for Employee and Employee's family, in such amounts, with such deductibles, and upon such terms as Practice may determine appropriate and make available. Practice agrees to pay for Employee's premium for Employee-only coverage. Practice will pa for disability insurance (based on an annual salary of $280,000.00). Practice shall review the health benefit program with Employee on the Effective Date or within a reasonable period of time thereafter.

(b) Medical Malpractice Coverage. Practice shall maintain professional liability insurance on behalf of Employee through a carrier as determined in the sole discretion of Practice in the amount of One Million Dollars ($1,000,000) per occurrence, and Three Million Dollars ($3,000,000) per aggregate, at all times during which services are rendered pursuant to this Agreement. Employee and Practice agree to immediately notify the other in the event that either receives notice that malpractice insurance is canceled, suspended, revoked, or terminated. The cost of this benefit is not deducted from Employee's salary. If Employee is covered by any "claims made" insurance policies prior to or during the term of this Agreement, Employee, at his expense, agrees to obtain tail insurance to cover his liability for any professional services rendered prior to or during the term of this Agreement. Such tail insurance shall be maintained upon such terms and for such periods as is acceptable to Practice and shall name Practice as an additional insured. Employee shall provide certificates of such coverage upon request. Should this Agreement be terminated or expire during any coverage period or policy year for any reason, Employee will cooperate in obtaining a refund of the unused premium or repay Practice for the unused premium prior to the termination or expiration date. Notwithstanding the above, if Employee terminates this Agreement for cause, or Practice terminates this Agreement without cause, Practice shall be responsible for paying the premium for the tail insurance.

(c) Professional Activities and Memberships. Employee has an obligation to maintain memberships in certain professional societies and to attend continuing medical

education ("CME") courses. Employee shall be entitled to an allowance of up to One Thousand Dollars ($1,000.00) per year for CME expenses. Such actual, documented expenses for CME professional activities, subject to Practice's advance approval. Employee must submit receipts for such expenses incurred within one week of his return from the CME course to receive timely reimbursement from Practice. Practice shall also pay Employee's dues for professional activities and memberships, subject to Practice's advance approval. The cost of this benefit is not deducted from Employee's salary, and the benefit is not carried over from one year to the next if not used. Upon notice of termination of this Agreement by either party, this benefit shall terminate and any unused allowance will no longer be available to Employee.

(d) Licenses and Permits. Practice shall pay Employee's fees associated with maintaining his license as a physician, registrations(s) to prescribe drugs, credentialing and hospital privileges, as applicable.

4. Working Facilities and Conditions. Practice shall furnish Employee with office staff and such office supplies and equipment, such as pagers or other telephonic devices, as may be reasonably necessary for the adequate performance of his duties. Said facilities and staff shall be made available to Employee as are necessary as determined in the discretion of Practice for the efficient performance of his business duties, including evenings and weekends.

(a) Practice shall be responsible for the payment of all ordinary, reasonable, and necessary costs and expenses involved in the conduct of the professional practice, except as may be otherwise specifically provided for in this Agreement; Practice's responsibilities shall include, but not be limited to, all of the obligations and undertakings of any real estate or personal property leases, utilities, practice-related pager service, personnel costs, surgical and supply expenses, instruments, and surgical equipment costs and repairs.

(b) The selection and compensation of all clinical and office staff shall be the responsibility of Practice and all employment decisions regarding such staff shall be within Practice's sole discretion.

(c) All equipment, furniture, fixtures, supplies, patient records and files, and all other personal property located at Practice's offices is Practice's property and its maintenance and operating condition shall be Practice's responsibility.

(d) Any and all professional instruments, books, office equipment, and other property, including, but not limited to, medical records of patients treated by Employee prior to the Effective Date of this Agreement, furnished by Employee to assist him in rendering services pursuant to the terms of this Agreement shall remain Employee's individual property.

5. Duties of Employee.

(a) Employee accepts employment with Practice on the terms and conditions herein set forth and agrees that during the term of this Agreement, he will:

(i) Devote his full business time and attention to the rendition of professional medical services on behalf of Practice.

(ii) Contribute his best professional skills and services at all times for the business and benefit of Practice.

(iii) Participate in all administrative and professional meetings as conducted by Practice, including any meetings and training relating to practice management, staffing, coding, documentation, HIPAA and OSHA training.

(iv) Participate on behalf of Practice in marketing the professional services of Practice, to include participating in the development of a marketing strategy. Practice and Employee shall develop a mutually agreeable marketing program, including social events, lectures, public speaking engagements, etc.

(v) Follow and abide by the ethics of his profession, the rules and regulations of all governing boards, all Federal, state and municipal laws and ordinances regulating the practice of his profession, including but not limited to OSHA and HIPAA laws and regulations and the policies, standards, and regulations of Practice from time to time established, and notify immediately Clayton Lowder, MD, David Whaley, MD, or Mitchell Grunsky, MD of any suspected violations by Practice of same.

(vi) Maintain a satisfactory level of professional competence subject to review from time to time by Practice.

(vii) Maintain complete, timely, and accurate clinical records for all treatment provided as expected by Practice of all physicians employed by Practice and consistent with the requirements of any hospitals where Employee maintains medical staff privileges. Clinical records are to be completed within 24 hours of the time of service. At the discretion of the Managing Partner, Practice asserts the right to withhold Employee's salary if clinical records are not completed in a timely manner.

(viii) Maintain a valid, unrestricted license to practice medicine in South Carolina and a valid, unrestricted narcotics license.

(ix) Except for approved vacation, holidays, continuing education and sick days, adhere to Practice's schedule for coverage of Practice's patients.

(x) Assist Practice in keeping and maintaining appropriate and timely financial records relating to all professional services rendered by Employee and attend to all billing reports, claims, and correspondence required in connection with his services rendered under this Agreement, consistent with requirements applicable to other physicians employed by Practice.

(xi) Actively participate in the collegial medical staff community.

(xii) At all times be a participating provider under and comply with the rules and regulations of the Medicare and Medicaid programs, and such managed care and direct contracting arrangements in which Practice participates.

(xiii) Strive to maintain amicable professional relationships with patients, their family members, and all professional and non-professional employees of Practice.

(xiv) Maintain the confidentiality of patients' records and information as required by law.

(xv) Not be listed, or have any current reason to believe that during the term of this Agreement that he will be so listed: (i) by a federal agency as excluded, debarred, suspended, or otherwise ineligible to participate in federal programs, including Medicare or Medicaid; (ii) on the Department of Health and Human Services ("***HHS***") Office of the Inspector General ("***OIG***") Cumulative Sanctions Report; or (iii) on the General Services Administration List of Parties Excluded from the Federal Procurement and Non-Procurement Programs.

(xvi) Use the equipment, instruments, pharmaceuticals and supplies furnished by or on behalf of Practice for the purposes for which they are intended and in a manner consistent with sound medical practice.

(xvii) Exercise reasonable efforts to obtain/maintain board certification, and obtain such certification by the end of the Term.

(xviii) The parties acknowledge that, during the term and any renewal terms of this Agreement, Employee must be able to appropriately and safely perform his duties hereunder. Employee is responsible for apprising Practice of health factors which may affect performance of Employee's professional and/or administrative duties, including health factors potentially affecting the health, safety or welfare of Employee or others. Practice, in accordance with applicable laws, shall from time to time be entitled to make reasonable inquiries and require appropriate health screenings, both mental and physical, and testing concerning Employee's ability to perform his duties. Such screenings and testing include, but are not limited to, testing for substance abuse; testing for communicable or infectious diseases, including sexually transmitted diseases; and requesting and receiving such other information necessary to assure Practice that Employee is capable of performing his duties and does not pose a health or safety risk to others.

The results of any testing, screening or examination as required herein will be maintained as confidential and will be disclosed within the sole discretion of Practice to its administration and management only on a need to know basis in accordance with applicable laws. Provided however, any positive test result will be reported to appropriate authorities as required or allowed by law. Furthermore, if Employee is or becomes infected with Human Immunodeficiency Virus (HIV)

or Hepatitis B Virus (HBV), then Practice has the sole discretion to report Employee's condition to an expert review panel, established pursuant to the S.C. Health Care Professional Compliance Act, S.C. Code Ann. §§44-30-10 *et seq.* (or any corresponding section of any future law) and any subsequent amendments as may occur, to determine Employee's appropriate scope of practice and resolve any other relevant issues.

(b) Employee has disclosed and will continue to truthfully disclose to Practice the following matters, whether occurring, at any time during the five (5) years immediately preceding the date of this Agreement or at any time during the term of this Agreement:

(i) any actual or threatened malpractice suit, claim (whether or not filed in court), settlement, settlement allocation, judgment, verdict or decree against Employee;

(ii) any disciplinary, peer review or professional review investigation, proceeding or action instituted against Employee by any licensure board, hospital, medical school, health care facility or entity, professional society or association, third party payor, peer review or professional review committee or body, or governmental agency;

(iii) any criminal complaint, indictment or criminal proceeding in which Employee is named as a defendant;

(iv) any allegation, investigation, or proceeding, whether administrative, civil or criminal, against Employee of filing false health care claims, violating anti-kickback laws, violating self-referral laws, violating fee splitting laws, or engaging in other billing improprieties;

(v) any organic or mental illness or condition that impairs or is likely to impair Employee's ability to practice medicine;

(vi) any dependency on, or habitual use or abuse of, alcohol or controlled substances, or any participation in any alcohol or controlled substance detoxification, treatment, recovery, rehabilitation, counseling, screening or monitoring program;

(vii) any allegation, investigation or proceeding, whether administrative, civil, or criminal, against Employee for violating professional ethics or standards, or engaging in illegal, immoral or other misconduct (of any nature or degree), relating to the practice of medicine;

(viii) any denial or withdrawal of an Employee's application in any state for licensure as a physician, for medical staff privileges at any hospital or other health care entity, for re-certification, for participation in any government third-party payment program, for state or federal controlled substances

registration, or for malpractice insurance, or loss of board certification in the medical specialty of Neurology;

(ix) any actual or threatened suspension or exclusion from participation in a federal health care program (as defined in 42 U.S.C. §1320a-7b(f)); and

(x) any contractual or other obligation of Employee that would prohibit Employee from being employed by Practice or providing professional services to patients of Practice.

6. Practice's Control and Employee's Professional Standards. It is further understood that Practice shall have the power to review all work done by Employee. Furthermore, Practice shall have the power to determine the specific duties of Employee, the means by which those duties shall be performed, and when those duties shall be performed; provided, however, in no event shall Practice: (i) control or infringe upon the manner and method by which Employee treats his patients and exercises his professional judgment related thereto; or (ii) impose employment duties or constraints of any kind that would require Employee to infringe upon the ethical code of his profession, violate any rules or regulations of any professional board, or violate any local ordinances or other law.

7. Sole Employment. During the period of his employment, Employee shall not undertake any professional medical services except for the benefit of Practice unless Practice shall consent thereto in writing and Employee shall not engage in any principal business or profession other than the rendition of professional medical services for and on behalf of Practice. However, nothing in this paragraph shall restrict or prevent Employee from personally investing or trading in stocks, bonds, securities, commodities, real estate, or any other form of passive investment, so long as such activities do not materially interfere with Employee's obligations as set forth under the Agreement's terms.

8. Fees. Practice shall have the exclusive authority to set and determine Employee's professional fees. Notwithstanding the above, Practice and Employee shall have regular discussions regarding the determination of Employee's professional fees. Employee agrees that all fees received or collected as a result of professional services rendered by him, together with all other emoluments (*e.g.*, incentives identified in Section 19, report fees, etc.), received for services rendered, shall be Practice's property and shall be remitted forthwith to said Practice in full upon receipt thereof by Employee. Accordingly, Employee acknowledges that his employment does not confer upon him any ownership interest in or personal claim upon any fees charged by Practice for his services, whether said fees are collected during his employment or after the termination thereof. Employee expressly agrees that the compensation and benefits received by him or payable to him under this Agreement shall satisfy and discharge in full all claims upon Practice for compensation in respect to his professional services.

9. Vacation, Continuing Education, Holiday and Sick Leave. Employee shall be permitted fifteen (15) business days during each twelve (12) month period of this Agreement, in the aggregate for vacation, continuing medical education, and sick leave. The leave accrues at one and one-fourth (1¼) days per month of employment and is not carried over from one year to the next if not used. Employee shall also receive five (5) days during each twelve (12) month period

of this Agreement for holidays observed by Practice. Any leaves of absence exceeding one (1) week shall be subject to Practice's sole discretion. The times at which Employee may be absent from the office shall be in Employee's discretion, subject to Practice's consent and provided that such time is compatible with the vacation, meeting, and work schedule of all employees as Practice determines. If this Agreement is terminated for any reason by either party, the leave shall be prorated according to the time Employee actually works during the twelve (12) month period, and Employee shall not be paid for any unused leave time.

10. Assignment. Employee may not assign any personal obligations or duties required under this Agreement, but he may assign his right to receive any payment hereunder subject to the provisions thereof with the advance written consent of Practice, which consent shall not be unreasonably withheld. Practice may assign this Agreement with the advance written consent of Employee, which consent shall not be unreasonably withheld. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors, heirs and legal representatives.

11. Termination for Cause. This Agreement shall terminate, at the option of the nonbreaching party for cause upon:

(a) Either party's material breach of the provisions of this Agreement;

(b) Employee's chronic inattention to duty, his dishonesty, his poor/negligent medical care of patients, or his failure to perform in any material manner his obligations hereunder;

(c) Employee's loss of his board certification or privileges to practice medicine (through resignation, limitation, revocation, suspension, or otherwise) at any hospital at which Practice does business;

(d) Loss or suspension of Employee's license to practice medicine in the State of South Carolina or his narcotics license;

(e) Employee's ineligibility for Practice's malpractice insurance coverage or his malpractice premiums become unreasonably expensive as compared to the premiums for other physician(s) employed by Practice, as determined in the sole discretion of Practice;

(f) Either party's conviction, plea of guilty, plea of nolo contendere, or an agreement to perform community service in lieu of a plea for a charge of theft, violation of drug laws, or sexual misconduct, or an offense that affects Practice's reputation, or which reasonably could create concern on the part of patients, the public or fellow employees;

(g) Either party's exclusion, debarment, suspension, or other ineligibility to participate in federal health care programs, including Medicare or Medicaid, or the inclusion of Employee's name on the HHS - OIG Cumulative Sanctions Report or the General Services Administration List of Parties Excluded from the Federal Procurement and Non-Procurement Programs; or

(h) Offset or withhold of provider payments attributable to Employee under the Federal Payment Levy Program of Medicare Fee-For-Service payments for Federal Tax Debt or Federal Non-Tax Debt of Employee, which is not withdrawn within thirty (30) days of institution.

If the event justifying termination is either paragraph (a) or (b) above, the non-breaching party agrees to give the other notice of its intention to terminate this Agreement, specifying the event or events of default justifying such notice. The breaching party shall have thirty (30) days from the date such notice is received to correct such default, if not corrected within that time period, this Agreement will be terminated on the thirtieth (30^{th}) day. If the event justifying the termination is (c) – (h) above, Practice may terminate the Agreement immediately upon written notice setting forth the grounds for the termination. All provisions of this Agreement requiring actions or refraining from actions after the termination of this Agreement shall survive and be in operation and in effect after the termination hereof.

12. Termination Without Cause.

(a) This Agreement may be terminated by either party without cause by ninety (90) days notice in writing to the non-terminating party.

(b) This Agreement may also be automatically terminated by Practice without cause or notice for the following reasons:

(i) the death of Employee; or

(ii) a partial or total disability preventing Employee from the continuation of practicing medicine for a period of ninety (90) or more days (whether or not consecutive), to the extent consistent with law.

(c) At the option of Practice, and subject to all limitations set forth in Section 14 herein, Practice may choose to terminate Employee immediately and pay Employee's compensation for the ninety day (90) notice period in accordance with Practice's normal payroll schedule.

13. Effect of Termination.

(a) Upon termination of this Agreement on grounds other than for cause under Section 12 herein, Practice is not required to make any salary or bonus payments set forth in Section 3 after the effective date of the termination except for salary and bonus payments related to those periods Employee actually provided services before, but owed after, the effective date of termination. Upon Practice's termination of this Agreement for cause pursuant to Section 12 herein, Practice is not required to make any salary or bonus payments set forth in Section 3 after the effective date of termination except for salary payments related to those periods Employee actually provided services before, but owed after, the effective date of termination.

(b) Notwithstanding the termination of Employee's employment, such termination shall not affect any liability or any other obligation of Employee or Practice which may have accrued prior to such termination. Further, Employee shall be required to complete all relevant medical records and otherwise fulfill all responsibilities hereunder relating to the services rendered prior to the date of termination, and Practice reserves the right to withhold bonus payments that may be due under Sections 3 and 14(a) herein if Employee fails to satisfy his obligations under Sections 6(a)(v) and 6(a)(x) prior to the date of termination. If Employee fails to satisfy these obligations within seven (7) calendar days after the date of termination, Employee agrees that he shall permanently forfeit and waive his right to receive such payments.

Employee Initials

Practice Initials

(c) Upon termination of this Agreement, Employee will return all records, patient lists, supplies and other materials of Practice. The terms of this Paragraph 14 shall survive termination or expiration of this Agreement for any reason.

14. Employee Covenants. In consideration of Employee's, employment hereunder, the compensation paid for Employee's services, and in further consideration of the disclosure to Employee of certain Confidential Information and Trade Secrets, as defined herein, during the course of such employment, whether past, present or future, Employee covenants and agrees as follows:

(a) Definitions. "*Restricted Territory*" means a thirty (30) mile] radius around Practice's office location existing now or at the termination of this Agreement in which Employee provided services under this Agreement. "*Restricted Period*" shall mean the period commencing on the Effective Date and expiring twenty- four (24) months following termination of employment by either party for any reason.

(b) No Prohibition Against Accepting Employment. Employee represents and warrants that he is free to accept employment with Practice and has no contractual obligation that would prevent him from being employed by Practice or providing professional services to patients of Practice.

(c) Acknowledgment of Confidential Information and Trade Secrets. Employee acknowledges that Practice has information that is confidential and/or that constitutes trade secrets that Practice uses in its business and which is essential to its continued ability to compete and be successful. It is expressly recognized and acknowledged by Employee that (i) Practice has developed and established a valuable business in providing healthcare services to patients; (ii) Practice's business connections, referral sources and patients have been established and maintained at great expense and are of great value to Practice; and (iii) by virtue of Employee's engagement by Practice, Employee will become personally acquainted with the referral sources and patients of Practice.

(d) Covenant Not to Disclose Trade Secrets and Confidential Information.

(i) The term "***Trade Secret(s)***," as used herein, shall be defined as set forth in the South Carolina Uniform Trade Secrets Act (S.C. Code Ann. §§39-8-10 *et seq.*), which defines Trade Secrets as information, including, but not limited to, a formula, pattern, compilation, program, device, method, technique, product, system or process, design, prototype, procedure or code that: (i) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by the public or any other person who can obtain economic value from its disclosure or use, and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

(ii) Employee expressly agrees that should the South Carolina General Assembly change the definition of "Trade Secret" set forth in the Act described above, Practice may amend this Agreement to set forth the new statutory definition of trade secret and that such definition shall be binding upon Employee from the date of said amendment forward.

(iii) Employee acknowledges and recognizes that the list or identification of patients, referral sources, and payors of Practice, its fee schedules, payor contracts, policies and operating procedures, as the same may exist from time to time, are valuable, special and unique assets of Practice's business and are Trade Secrets belonging to Practice.

(iv) The term "***Confidential Information***," as such term is used herein, shall mean any information which Practice uses in its business, which is not generally known in Practice's industry, and which Practice considers to be confidential or proprietary, whether or not such information rises to the level of a Trade Secret, including, but not limited to, the list in any medium or format of names of the patients of Practice ("***Patient List***"). Employee recognizes and acknowledges that Practice's patients and the specific needs of such patients are essential to the success of its business and its continued good will and that its Patient List is a property interest of Practice, having been developed by Practice at great effort and expense.

(v) Employee covenants and agrees that during Employee's employment and at all times thereafter, Employee shall not use or disclose any Trade Secrets of Practice, except as an employee of Practice with the consent of Practice. Employee further covenants and agrees that during the Restricted Period, Employee shall not use or disclose any Confidential Information of Practice, for any reason or purpose whatsoever, except as an employee of Practice without the written consent of Practice. Further, Employee shall not use the Trade Secrets or Confidential Information of Practice in any way that adversely impacts Practice, whether directly or indirectly.

(e) Covenant Not to Solicit Patients or Employees of Practice. Employee covenants and agrees that during the Restricted Period, Employee shall not, (i) solicit, divert or attempt to divert or take away any person who was a patient of Practice at any

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time during Employee's employment with Practice and with whom Employee had any contact during such employment; or (ii) induce, encourage, or offer employment to, or hire, any employee of Practice; or (iii) solicit, induce or attempt to induce any referral source, supplier, payor, network, contractor, agent or representative associated with Practice to terminate its or his association with Practice; or (iv) interfere in any manner with any contractual relationship between Practice and any third party.

(f) Covenant Not to Compete. Employee covenants and agrees that in the event Employee's employment relationship with Practice is terminated for any reason whatsoever, Employee shall not, during the Restricted Period, directly or indirectly, alone or in association with or on behalf of any other person or entity, and within the Restricted Territory, whether as an employee, agent, representative, shareholder, director, officer, joint venturer, partner, sole proprietor, investor, or in any other capacity whatsoever: (i) own, operate, be employed by or under contract with, or participate in ownership, management or operation of any entity in which Employee provides healthcare services to patients.

(g) Breach; Remedies. Employee recognizes and agrees that a breach by Employee of any covenant contained in this Agreement would cause immeasurable and irreparable harm to Practice. In the event of a breach or threatened breach of any covenant contained herein, Practice shall be entitled to temporary and permanent injunctive relief, restraining Employee from violating or threatening to violate any covenant contained herein, as well as all costs and fees incurred by Practice, including attorney's fees, as a result of Employee's breach or threatened breach of the covenant. Practice and Employee agree that the relief described herein is in addition to such other and further relief as may be available to Practice at equity or by law. Nothing herein shall be construed as prohibiting Practice from pursuing any other remedies available to it for such breach or threatened breach, including the recovery of damages from Employee. Employee waives the claim or defenses that the terms of the covenant are unreasonable and agrees that he shall not urge in any such action or proceeding that such claims or defenses exist.

(h) Covenants Independent. The covenants on the part of Employee itemized in paragraphs 16(a) through (g) hereof (collectively, the "***Restrictive Covenants***") shall each be construed as agreements independent of each other and of any other provision in this Agreement. The unenforceability of one shall not affect the remaining covenants.

(i) Material Covenants. Employee acknowledges that his agreements and the Restrictive Covenants are material conditions to Practice's agreement to execute and deliver this Agreement and that Practice would not have entered into this Agreement without such agreements and Restricted Covenants.

(j) Reasonable Restraint. Employee agrees, with respect to the Restricted Covenants, that:

(i) the Restricted Covenants are reasonable as to time, geographical scope and business scope;

(ii) in exchange, valuable consideration has been received by Employee from Practice;

(iii) the protection afforded Practice is necessary for Practice to reasonably to protect its business interests; and

(iv) if he chooses, Employee is fully capable of maintaining gainful employment after termination of employment with Practice and while bound by the provisions of the Restricted Covenants.

15. Authority, Patient Selection and Third Party Payor Program. Employee shall have no authority to contract for or to obligate Practice in any way unless Practice shall specifically confer such authority in writing. It is understood and agreed that Practice shall have complete and sole control and authority with respect to the acceptance or refusal of any patient, the amount of fees charged by Practice for professional services and whether Practice and/or Employee shall be participating physicians in any third party payor program; provided, however, in no event shall Practice control the manner and method by which Employee treats his patients.

16. Compliance with Reimbursement Laws and Indemnification.

(a) Employee will comply with those provisions of the law that affect reimbursement to Practice. Employee will not do anything that will adversely affect reimbursement payments to Practice from any third party payor or that will adversely affect Practice's Medicaid or Medicare provider status.

(b) Employee shall comply in all respects with the Medicare and Medicaid laws and regulations, including, without limitation, the anti-kickback and fraud and abuse provisions thereof, and no direct or indirect payments shall be made to induce or as consideration for the referral of a Medicare or Medicaid patient.

(c) Employee agrees to indemnify and hold harmless Practice and its agents, employees, representatives, heirs, successors and assigns from any and all claims arising out of or related Employee's intentional, reckless or willful violation of the provisions of this Section 18, including, but not limited to, reimbursement for all civil fines, loss of reimbursement, reasonable attorney fees, and costs incurred by Practice as a result of or in defense of such claim.

17. Incentives. Employee irrevocably assigns to Practice any and all of the following amounts (collectively, the "Incentives"), and shall immediately transfer to Practice any such Incentives received by Employee: (i) Electronic health record incentives for which Employee qualifies under the HITECH Act ("EHR Incentives"); (ii) amounts for which Employee qualifies under the Physician Quality Reporting Initiative or any successor thereto ("PQRI Incentives"); and/or (iii) amounts for which Employee qualifies under the Electronic Prescribing Incentive Program or any successor thereto ("eRx Incentives"). Employee agrees to use commercially reasonable best efforts to qualify for the maximum Incentives for which Employee may be eligible, and at Practice's request, shall execute such documents as Practice deems necessary for Employee to register for, qualify for or receive any Incentives. Employee authorizes Practice to execute and submit on Employee's behalf any documentation Practice deems necessary for

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Employee to: (i) register for, qualify for or receive any Incentives (including, without limitation, any waiver of Medicare EHR Incentives to qualify for Medicaid EHR Incentives); or (ii) transfer to Practice any and all Incentives for which Employee qualifies.

18. Dispute Resolution.

(a) Employee stipulates and agrees that if any Restrictive Covenant is breached or its breach is threatened, Practice would suffer irreparable harm and could not be made whole by an award of monetary damages or any other relief at law. Accordingly, Practice, in addition to monetary damages and any other remedy to which it may be entitled by law or in equity, shall be entitled to an injunction to prevent breaches of the Agreement and to an order compelling specific performance of this Agreement. If a court of competent jurisdiction determines that Employee has breached the Agreement, Employee will reimburse the other Practice for all costs and expenses, including reasonable attorneys' fees. Any action brought pursuant to this Section 20(a) shall be filed in a court of competent jurisdiction in located in Sumter County, South Carolina, and each party stipulates and agrees that said venue is proper and waives any and all objections thereto.

(b) Arbitration. Except as otherwise provided in Section 20(a) herein or any other term of this Agreement, with respect to any and all disputes arising out of or by reason this Agreement, or any of the transactions contemplated hereby, the parties shall be entitled to all legal and equitable remedies provided by law and agree to submit the dispute to arbitration. The arbitration shall take place in Sumter County, South Carolina, or at another location mutually agreeable to the parties. The arbitration shall be conducted in accordance with the rules and regulations of the American Health Lawyers Association then in effect. In the event of an arbitration, judgment may be entered upon any award arising out of such arbitration in any court of competent jurisdiction and all costs of the arbitration shall be borne by the party against whose interest the arbitration is adversely determined. The parties agree to exercise good faith and reasonable efforts to complete arbitration within ninety (90) calendar days following the receipt of notice of arbitration.

19. Patient Records. Employee acknowledges that any papers, x-rays or other imaging materials, slides, medical data, medical records, patient lists, fee books, patient administrative records, billing records, files, or other documents or copies thereof pertaining to any patient treated by Employee or in Practice' practice belong to and will remain the property of Practice. Such records shall be considered Practice's property for all purposes of this Agreement regardless of the number of patients of record who are receiving care from Employee as a result of his employment pursuant to the terms of this Agreement. Practice shall make copies of such records available to Employee for patient treatment or litigation defense purposes, but not for solicitation purposes. During the term of this Agreement, Practice shall bear the cost of such reproduction. After the term of this Agreement, Employee shall bear the cost of reproduction of records. Employee shall have full access to and use of the patient records during the terms of this Agreement for any and all business purposes related to the performance of his duties hereunder. However, under no circumstances shall Employee, or his agents, remove or copy any patient list, clinical or financial records of Practice without Practice's express written consent.

20. Notice. Any notice required or permitted to be given under this Agreement shall be sufficient if in writing, and if sent by registered mail to his residence in the case of Employee or to the principal place of business in the case of Practice.

21. Legal Effect. The rights and obligation of the parties under this Agreement shall inure to the benefit of and shall be binding upon their respective heirs, executors, administrators, successors and assigns. All captions are included only for reference and shall not constitute substantive provisions of this Agreement.

22. Entire Agreement. This instrument contains the entire agreement of the parties and may not be changed orally but only by an agreement in writing and signed by the party against whom enforcement of any waiver, change, modification, extension, or discharge is sought.

23. Amendment. Without in any way voiding the whole hereof, any and all parts of this Agreement may be amended, by mutual agreement of the parties, as provided above.

24. Waiver of Breach. The waiver by Practice of a breach of any provision of this Agreement by Employee shall not operate or be construed as a waiver of any subsequent breach by Employee.

25. Governing Law. This Agreement shall be governed by and construed with the laws of the State of South Carolina. The parties stipulate and agree that venue of any disputes shall be in Sumter County, South Carolina and any objections to venue are hereby waived.

26. Severability. Should any clause or term of this Agreement be deemed invalid or unenforceable, the remaining terms shall continue in full force and effect.

27. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and together shall constitute one and the same Agreement.

28. Confidentiality. The terms of this Agreement may not be released to any third party, except spouses, banks, attorneys, accountants and other financial consultants of Practice and Employee, who agree to hold the information confidential, without the written consent of the other party, which consent shall not be unreasonably withheld.

IN WITNESS WHEREOF, the Undersigned have caused this instrument to be executed on the date first above written.

CONFIDENTIAL

ATTEST:

Lauren Thompson

PRACTICE:

COLONIAL FAMILY PRACTICE, LLC

By: _____
Clay M. Lowder, M.D.

Its: Managing Partner

EMPLOYEE:

_____

John K. Baker, M.D.

CONFIDENTIAL

August 15, 2016

Dr. John K. Baker
27 Club Ridge Ct
Elgin, SC 29045
United States

Re: Potential Investment in Family Care Partners Holdings LLC

Dear Dr. John K. Baker:

Thank you for your interest in investing in Family Care Partners Holdings LLC (the "**Company**"). The Company has determined that you are eligible to invest up to $100,000 in the Company. This letter will describe the terms by which you may invest in the Company and the investment process.

Following the date of this letter, you will have seven (7) days (until August 22, 2016) (the "**Investment Period**"), to evaluate the materials, ask questions and choose whether or not to proceed with the investment opportunity. If you choose not to invest or fail to respond during the Investment Period, you will not be able to invest in the Company this year.

Enclosed with this letter please find the following:

1. Summary and copy of the Amended and Restated Limited Liability Company Operating Agreement of the Company (the "**LLC Agreement**");
2. Subscription Agreement; and
3. A counterpart signature page to the LLC Agreement.

You were also separately provided the Company's Financial Statements and a Management Presentation.

Following your review of the attached, if you choose to invest in the Company, please (i) check the applicable box in Section 2(g)(iv) of the Subscription Agreement, (iii) execute the signature page to the Subscription Agreement, and (iii) confirm the number of units of the Company you will purchase in Schedule A to the Subscription Agreement. In addition, please execute the counterpart signature page to the LLC Agreement and remit payment either by using the below wire transfer instruction or by delivering a check to Tom Watson or Paul Miller by August 22, 2016. Once you submit the required documents and remit payment to the Company, you may withdraw from your investment in the Company until August 22, 2016 and after such date you will no longer be able to withdraw your submission. The submission of the above reference materials does not guarantee you a right to invest in the Company and the Company, in its sole discretion, may accept or decline your request to invest. Only after the Company considers your submission and executes a counterpart to the Subscription Agreement will your investment be deemed closed.

Wire Instructions:

Fifth Third Direct
ABA# 042000314
Account # 07028042559
CFP Depository

The Company is not making any offer to sell securities in any jurisdiction where the offer or sale thereof is not permitted.

This letter and the opportunity to invest in the Company is a one-time opportunity. The Company may, but is under no obligation to, provide investment opportunities in the future.

Your decision to invest in the Company will not affect your status as an at-will employee or the right of Family Care Manager Company, LLC ("**Services Company**") or Colonial Family Practice, LLC ("**Colonial**"), as applicable, to terminate your employment (subject to the terms of any employment agreement that may exist between you and Services Company or Colonial, as applicable).

If you have any questions regarding the enclosed documents or the investment, please contact Tom Watson, Chief Executive Officer, 325 Broad Street, Sumter, SC 29150, by email at thomas.watson@colonialfamilypractice.com or Paul Miller, Chief Financial Officer, 325 Broad Street, Sumter, SC 29150, by email at paul.miller@colonialfamilypractice.com.

We look forward to discussing this new opportunity with you.

Best regards,

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Accepted and agreed as of
the date set forth above:

Dr. John K. Baker

Morgan Lewis

CONFIDENTIAL MEMORANDUM

TO: Dr. John K. Baker

FROM: Family Care Partners Holdings LLC

DATE: August 15, 2016

SUBJECT: Family Care Partners Holdings LLC Agreement

I. Overview. Please find below a high level summary of the Amended and Restated Limited Liability Company Operating Agreement of Family Care Partners Holdings LLC (the "Company"), dated as of December 22, 2015 (the "Agreement"). The summary below is primarily focused on the rights and obligations of the Common Class B Members of the Company (the "Class B Members" and each, a "Class B Member"), such interests being the membership interests you will receive if you invest in the Company. Please note that this is strictly a high-level summary of certain terms and provisions and is in no way a full description of all of the terms and provisions of the Agreement. You are urged to read the Agreement in its entirety to understand all of the rights and obligations that will apply to you as a member of the Company. Capitalized terms used but not defined herein have the respective meanings given to such terms in the Agreement.

II. Member Classes.

A. Membership Interests. The interests in the Company (collectively, the "Member Units") are divided among the following classes (collectively, "Classes", and individually, a "Class"): (i) Common Class A Units ("Common Class A Units"), (ii) Common Class B Units ("Common Class B Units") (iii) Common Class C Units ("Common Class C Units") and (iv) Preferred Units ("Preferred Units"). Each Class B Member's interest is not certificated unless otherwise determined by the board of managers designated by the Members (the "Board of Directors").

B. Additional Classes. The Board of Directors has the right to create additional Classes of Units with different terms and conditions, including terms that are senior to or *pari passu* with other Classes.

III. Capital Contributions of Class B Members.

A. Return of Capital Contribution. No Class B Member has any right to the return of such Class B Member's Capital Contribution, or any other amounts or capital from the Company. Additionally, no Class B Member has any right to receive any property from the Company, except as otherwise specifically provided in the Agreement.

B. Interest on Capital Contribution. No Class B Member is entitled to receive any interest, salary or drawing with respect to (i) its Capital Contributions, (ii) such Class B Member's capital account maintained on the Company's books and records (such capital account, a "Capital Account") or (iii) for services rendered on behalf of the Company or otherwise in its capacity as a Class B Member, except in the case of clauses (i) – (iii) above, as otherwise specifically provided in the Agreement or in any other written agreement entered into by the Company and such Member.

IV. Power of the Class B Members. Except as specifically set forth in the Agreement or otherwise required by law, the Class B Members are not entitled to vote on any matter.

V. Withdrawal of Members. No Class B Member is entitled to withdraw from the Company or receive any return of, or demand the return of, its Capital Contribution, or any other assets or capital, from the Company, including any property or cash, except as otherwise expressly provided in the Agreement or as otherwise approved by the Board of Directors.

VI. Repurchase Rights. Under certain circumstances where the Class B Member leaves the employment of the Company, the Company is entitled to certain repurchase rights.

A. Fault Termination. If a Class B Member is terminated for Cause (or is terminated at any time when Cause existed) or is terminated due to an act of theft, dishonesty or fraud as further defined in the Agreement, all Class B Units held by such Class B Member are automatically forfeited and cancelled without payment.

B. Early Departure. In the event of an Early Departure by a Class B Member (a voluntary resignation without Good Reason prior to the third anniversary of the date on which the Class B Member acquired their Class B Units), the Company has the option for a period of 365 days following the Early Departure to repurchase all or a portion of the Class B Member's Class B Units for the lesser of the Fair Market Value of the Class B Units or the original cost of the Class B Units.

C. No Fault Termination or Termination due to Death, Disability, or Qualifying Resignation. In the event of a No Fault Termination (a termination of the Class B Member's employment with the Company for any reason other than a Fault Termination, as further defined in the Agreement) or the death, disability or Qualifying Resignation by a Class B Member, the Company has the option for a period of 365 days following the No Fault Termination or the death, disability or Qualifying Resignation to repurchase all or a portion of Class B Member's Class B Units for the Fair Market Value of the Units.

VII. Restricted Covenants

A. Nondisclosure. Members will have access to Confidential Information due to the Member's role as a Member of the Company. Except as required by law or other judicial order, each Member, while being a Member of the Company or at any time thereafter, cannot directly or indirectly use Confidential Information in any way (including for such Member's own private or commercial purposes) or disclose Confidential Information to, or discuss Confidential Information with, any other Person, subject to limited exceptions.

B. Non-Compete. Starting on the day the Class B Member acquires Class B Units and terminating on the two year anniversary of when such Class B Member ceases to own any Class B Units, no Class B Member can engage in a business, directly or indirectly, which provides services that are similar to and competitive with the services provided by the Company and its Subsidiaries within a geographic radius of 45 miles of any (i) of the Company's or its Subsidiary's then offices and (ii) locations in which the Company or any of its Subsidiaries provides services.

C. Non-Solicit. Starting on the day the Class B Member acquires Class B Units and terminating on the two year anniversary of when such Class B Member ceases to own any Class B Units, no Class B Member will, directly or indirectly, employ, cause to be employed or hired, recruit, solicit for employment or otherwise contract for the services of, any employees or independent contractors or former employees or independent contractors of the Company or any of its Subsidiaries.

VIII. Transfers by Members. Except as specifically provided in the Agreement or any other agreement entered into between any Member and Varsity Family Care Partners, LLC ("Varsity"), no Class B Members may, directly or indirectly, sell, transfer, assign, convey, pledge, mortgage, encumber, hypothecate or otherwise dispose of or suffer the creation of an interest in or lien on (a "Transfer") all or any part of its Units without the consent of the Board of Directors, in its sole discretion.

A. Conditions to Transfer. In addition to any consent of the Board of Directors described above, any purported Transfer by a Class B Member must satisfy the following additional conditions (any one or more of which may be waived by the Board of Directors):

1. the Transferor or Transferee must undertake to pay all expenses incurred by the Company in connection with the Transfer;

2. the Person to whom such Transfer is made must provide the Company with an executed Agreement and such other documents, instruments and certificates as requested by the Board of Directors;

3. prior to making any Transfer, a Transferor must deliver to the Company opinions of counsel as described in further detail in the Agreement;

4. any Transferee is required to be an "accredited investor" within the meaning of Regulation D promulgated under the Securities Act; and

5. any Transfer must be in compliance with any applicable securities laws.

B. Involuntary Transfers. If an Involuntary Transfer (any involuntary transfer, proceeding or action by or in which a Class B Member is deprived or divested of any right, title or interest in or to any Class B Units, as further described in the Agreement) by a Class B Member occurs, the Class B Member must promptly give written notice to the Company. The Company then has the option to repurchase any or all of the Class B Member's Units involved in the transfer for a period ending on the later of (i) 120 days after the Company's receipt of written notice by the Class B Member or (ii) 30 days after the determination of the Fair Market Value for

the Class B Units. The purchase price of such units is the lower of (x) the Fair Market Value; (y) the Original Cost; and (z) the same price paid for such Class B Units in the Involuntary Transfer.

C. Permitted Transfers. A Transfer by one or more Class B Members of all or any portion of its Class B Units in the Company to an affiliate or any immediate family member of such Class B Member is permitted without obtaining the approval of the Board of Directors, so long as such Transfer complies with the conditions to transfer set forth above.

IX. Board of Directors.

A. Power. The Board of Directors manages the Company and has full, exclusive and complete discretion to manage and control the business and affairs of the Company.

B. Board Members. The Board of Directors may consist of up to seven directors who are designated as follows: (i) up to four directors are designated by Varsity (the "Preferred Directors"); (ii) Dr. Clayton R. Lowder III, M.D. so long as he is an employee of the Company Group as defined in the Agreement; (iii) one Director which may be designated by the Preferred Directors so long as such Director is an "Independent Director"; and (iv) the Chief Executive Officer of the Company.

X. Distributions. The Board of Directors will distribute Net Cash Available for Distribution when and as determined by the Board of Directors.

A. Interim Distributions. Any cash distributions made by the Company and all proceeds of (i) a sale of Membership Units, (ii) a merger or consolidation or (iii) the sale of substantially all of the assets of the Company are distributed in the following priority: (1) first to the Preferred Members until each Preferred Member has received a specific return as set forth in the Agreement and until each Preferred Member has received cumulative distributions equal to such Preferred Member's aggregate Capital Contributions; (2) then, to the Common Members, pro rata in accordance with their Common Percentage, until such time as the Common Members have received cumulative distributions equal to the Aggregate Common Percentage of all distributions made pursuant to clause (1)-(2) above; and (3) then pro rata to all Members in accordance with their Percentage Interests.

B. Profits Interest Distributions. Notwithstanding anything to the contrary, no distribution will be made to a Profits Interest Member (defined as a Member that is granted Class C Common Units in exchange for services) with respect to such Profits Interest Member's Common Units until the aggregate amount of prior distributions to all other Members equals such Profits Interest Member's Threshold Amount (such amount determined by the Board of Directors).

XI. Preemptive Rights. Class B Members do not have any Preemptive Rights under the Agreement.

XII. Drag-Along Rights. If Varsity (the "Drag-Along Seller") desires to Transfer Membership Units to one or more third parties (collectively, the "Purchaser") that is not an affiliate of Varsity, the Drag-Along Seller has the right to require each other Member to use reasonable efforts to (i) take all action necessary or appropriate to cause or enable the Drag-Along Seller or the

Company, as applicable, to effect such transaction and (ii) sell, Transfer or otherwise dispose of a corresponding percentage of its Membership Units (as compared to the percentage of the Drag-Along Seller's Membership Units being sold in such transaction) to the Purchaser on the same terms and conditions, for the same per unit consideration for each Class of Units and at the same time as the Membership Units being sold by the Drag-Along Seller.

XIII. Tag-Along Rights. Except for a Transfer to an affiliate of a Preferred Member or Common Member, if at any time Varsity proposes to Transfer all or any of its Membership Units to a Purchaser, Varsity is required to first offer to the other Members the option to sell such Member's Percentage Interests of Membership Units being sold in such transaction.

XIV. Liquidation.

A. Distributions Upon Liquidation. Upon the dissolution of the Company, the cash proceeds from the liquidation will (i) first be applied or distributed to creditors of the Company, (ii) then to Members and former Members in satisfaction of liabilities and (iii) then to the Members in accordance with the distribution mechanics set forth above and described in further detail in the Agreement.

B. Member Claims. Upon a dissolution of the Company, Class B Members may only look to the Company's assets for the return of their Capital Contributions, and if the assets of the Company remaining after its payment of debts and obligations are insufficient to return such Capital Contribution, the Class B Members have no recourse against the Company or any other Member.

XV. Amendment. The Agreement may be amended by the approval of the Board of Directors and a majority of the Preferred Directors; provided, however, that any amendment or purported amendment will be void and ineffective to the extent the result thereof would (i) impose an obligation on a Member's to make an additional Capital Contribution without the consent of the Member so affected, (ii) adversely affect the non-economic rights or obligations of a Member in a manner disproportionate to its effect on other Members without the consent of the Member so affected, (iii) cause the Company to be treated as anything other than a partnership for purposes of United States income taxation without the consent of all the Members, or (iv) amend Section 7.1 (Amendments) and Articles VIII (Distributions), IX (Allocations) and X (Admission of an Withdrawal of By Members; Transfers) without the consent of all Members.

AMENDED AND RESTATED
LIMITED LIABILITY COMPANY OPERATING AGREEMENT
OF
FAMILY CARE PARTNERS HOLDINGS LLC

Dated as of December 22, 2015

THE MEMBERSHIP UNITS EVIDENCED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "*SECURITIES ACT*"), OR UNDER APPLICABLE STATE SECURITIES LAWS AND MAY NOT BE SOLD OR TRANSFERRED UNLESS THEY HAVE BEEN INCLUDED IN AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT AND ARE QUALIFIED FOR RESALE UNDER APPLICABLE STATE SECURITIES LAWS OR SUCH TRANSFER IS EXEMPT FROM SUCH REGISTRATION OR QUALIFICATION REQUIREMENTS. IN ADDITION, TRANSFER OR OTHER DISPOSITION OF THE MEMBERSHIP UNITS IS RESTRICTED AS PROVIDED IN THE FOLLOWING AGREEMENT.

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AMENDED AND RESTATED
LIMITED LIABILITY COMPANY OPERATING AGREEMENT
OF
FAMILY CARE PARTNERS HOLDINGS LLC

This Amended and Restated Limited Liability Company Operating Agreement of Family Care Partners Holdings LLC (the "*Company*") is made as of December 22, 2015 (this "*Agreement*"), among (a) Varsity Family Care Partners, LLC, a Delaware limited liability company ("*Varsity*"), (b) NCFP Group LLC, a South Carolina limited liability company ("*Group*"); (c) David Gilroy ("*Gilroy*") and (d) any other Member that becomes a party to this Agreement after the date hereof in accordance with the terms of this Agreement.

WHEREAS, the parties hereto wish to amend that certain Limited Liability Company Agreement of the Company, dated as of December 22, 2015, in order to set forth their binding agreement as to the affairs of the Company, the conduct of its business and certain rights with respect to the relationship among the parties hereto;

WHEREAS, prior to the execution of this Agreement, Family Care Partners Management LLC, a Delaware limited liability company and a wholly-owned Subsidiary of the Company ("*Services Company*"), and Colonial Family Practice, LLC, a South Carolina limited liability company ("*Colonial*"), entered into a Management Services Agreement (the "*Management Services Agreement*"), whereby Services Company will provide certain support services to Colonial as more fully described in the Management Services Agreement;

WHEREAS, prior to the execution of this Agreement, the Company and Varsity Management Company, LLC ("*Varsity Management*") entered into a management services agreement (the "*Varsity Management Services Agreement*"), whereby Varsity Management will provide certain advisory and management services to the Company and receive a fee from the Company for such services, in each case, as more fully described in the Varsity Management Services Agreement;

WHEREAS, simultaneously with the execution of this Agreement, Services Company and Colonial entered into Membership Interest Control Agreements (the "*Membership Interest Control Agreements*"), with each of Dr. Clayton R. Lowder III, M.D. ("*Dr. Lowder*"), Dr. David G. Whaley, M.D. and Dr. Mitchell R. Grunsky, M.D. (collectively with Dr. Lowder, the "*Doctor Owners*"), each an owner of Colonial, whereby each Doctor Owner's ability to transfer Securities (as defined below) in Colonial is restricted as more fully described in the Membership Interest Control Agreements; and

WHEREAS, Gilroy will not become a Member under this Agreement or invest in the Company until the moment that is immediately following the Borrowing Distribution (as defined in the Colonial Acquisition Agreement (as defined below)), and thus Gilroy will not receive any proceeds from any Borrowing (as defined below).

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of

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which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

ARTICLE I.
DEFINED TERMS

Section 1.1 Definitions. Unless the context otherwise requires, the terms defined in this Article I will, for the purposes of this Agreement, have the meanings herein specified.

"*Adjusted Capital Account Deficit*" means, with respect to any Member, the deficit balance, if any, in such Member's Capital Account as of the end of the relevant Fiscal Year, after giving effect to the following adjustments:

(a) any amounts that such Member is obligated to restore pursuant to this Agreement or is deemed to be obligated to restore pursuant to Treasury Regulations Section 1.704-1(b)(2)(ii)(c) or pursuant to the penultimate sentence of either of Treasury Regulations Sections 1.704-2(i)(5) or 1.704-2(g)(1) shall be treated as added back to the Member's Capital Account Deficit; and

(b) the items described in Treasury Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5) and (6) shall be treated as reducing the Member's Capital Account for the purpose of computing such deficit, and shall increase the Adjusted Capital Account Deficit.

The foregoing definition of Adjusted Capital Account Deficit is intended to comply with the provisions of Treasury Regulations Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

"*Affected Members*" has the meaning set forth in Section 8.6(b).

"*Affiliate*" with reference to any Person means any other Person that, directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with, or owns greater than 50% of the voting power in, such Person, and the term "*Affiliated*" shall have a correlative meaning. The term "*control*" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise. Members of the Immediate Family of any Member shall be deemed to be Affiliates of such Member and trusts for, and estate planning vehicles of, such Member or any member of the Immediate Family of such Member shall likewise be deemed to be Affiliates of such Member. For the purposes of clarity, Varsity Management and each of its Affiliates shall be deemed to be Affiliates of Varsity for purposes of this Agreement. Notwithstanding the foregoing, the Company, Colonial, Services Company and their respective Subsidiaries will not be considered Affiliates of Varsity, Gilroy, or any of their respective Affiliates for purposes of this Agreement.

"*Aggregate Common Percentage*" means with respect to the Common Members, an amount equal to the product of (a) the quotient obtained by dividing the number of issued and outstanding Common Units divided by the number of all issued and outstanding Membership Units at such time, and (b) 100, expressed as a percentage; provided, however, that a Common Class C Unit shall only be taken into account in calculating Aggregate Common Percentage to

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the extent that prior distributions to Members equals or exceeds the Threshold Amount for such Common Class C Unit.

"*Agreement*" has the meaning set forth in the Preamble, as amended, modified, supplemented or restated from time to time.

"*Applicable Law*" means all applicable provisions of all (a) constitutions, treaties, statutes, laws, rules, regulations, ordinances, orders or other pronouncement having the effect of law of any Governmental Authority, (b) Governmental Approvals and (c) directives, orders, decisions, judgments, awards and decrees of any Governmental Authority.

"*Applicable Percentage*" means a fraction, the numerator of which is the amount of Membership Units being sold by Varsity in the Drag-Along Sale, and the denominator of which is the aggregate number of Membership Units held by Varsity.

"Applicable Tag-Along Amount" has the meaning set forth in Section 10.5(c).

"*Board of Directors*" means the board of managers designated by the Members pursuant to Section 6.1(a).

"*Business Days*" means any day except a Saturday, Sunday or other day on which the commercial banks in New York, New York are authorized by Applicable Law to close.

"*Capital Account*" means the capital account maintained for each Member on the Company's books and records in accordance with the following provisions:

(a) To each Member's Capital Account there shall be added (i) such Member's Capital Contributions, (ii) such Member's allocable share of Net Income and any items in the nature of income or gain that are specially allocated to such Member pursuant to Article IX or other provisions of this Agreement, and (iii) the amount of any Company liabilities assumed by such Member or which are secured by any property distributed to such Member.

(b) From each Member's Capital Account there shall be subtracted (i) the amount of cash and the Gross Asset Value of any Company Assets (other than cash) distributed to such Member pursuant to any provision of this Agreement (for the avoidance of doubt, excluding any payment of principal and/or interest to such Member pursuant to the terms of a loan made by the Member to the Company), (ii) such Member's allocable share of Net Loss and any other items in the nature of deductions, expenses or losses that are specially allocated to such Member pursuant to Article IX or other provisions of this Agreement, and (iii) liabilities of such Member assumed by the Company or which are secured by any property contributed by such Member to the Company.

(c) In the event any Membership Units are Transferred in accordance with the terms of this Agreement, the transferee shall succeed to the Capital Account of the Transferor to the extent it relates to the Transferred Units.

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(d) In determining the amount of any liability for purposes of clauses (a) and (b) above, there shall be taken into account Code Section 752(c) and any other applicable provisions of the Code and Treasury Regulations.

The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Treasury Regulations Sections 1.704-1(b) and 1.704-2 and shall be interpreted and applied in a manner consistent with such Treasury Regulations. In the event that the Board of Directors determines that it is prudent to modify the manner in which the Capital Accounts, or any additions or subtractions thereto, are computed in order to comply with such Treasury Regulations, the Board of Directors may make such modification. The Board of Directors shall also make (i) any adjustments that are necessary or appropriate to maintain equality between the Capital Accounts of the Members and the amount of Company capital reflected on the Company's balance sheet, as computed for book purposes, in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv)(q), and (ii) any appropriate modifications in the event that unanticipated events might otherwise cause this Agreement not to comply with Treasury Regulations Sections 1.704-1(b) and 1.704-2.

"*Capital Contribution*" means, with respect to any Member, the aggregate amount of money contributed (or deemed contributed) to the Company in accordance with this Agreement with respect to such Member's Membership Units.

"*Cause*" has the meaning set forth in such Repurchase Member's employment agreement with the Company Group or, if there is no such employment agreement, any of the following: (a) any willful failure to implement the lawful directives of the Company Group that remains uncured 30 days after such Repurchase Member is given notice of such failure; (b) a Repurchase Member is indicted for a felony, or is convicted of, or pleads guilty or nolo contendere to, a crime or crimes involving fraud, theft or dishonesty that causes material injury to the Company Group; (c) a Repurchase Member knowingly steals, commits fraud, embezzles, misappropriates or falsifies expense reports; (d) a Repurchase Member engages in conduct which discriminates or harasses another employee of the Company Group on the basis of gender, race, color, creed, religion or sexual orientation, as determined unanimously by the Company Group in good faith after a reasonable investigation; or (e) other conduct that causes or threatens to cause material injury to the Company Group's business or reputation.

"*Certificate*" means the Certificate of Formation of the Company and any and all amendments thereto and restatements thereof filed on behalf of the Company with the office of the Secretary of State of the State of Delaware pursuant to the Delaware Act.

"*Claims*" has the meaning set forth in Section 13.2(a).

"*Class*" has the meaning set forth in Section 4.2.

"*Code*" means the U.S. Internal Revenue Code of 1986, as previously or hereafter amended.

"*Colonial*" has the meaning set forth in the Recitals.

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"*Colonial Acquisition Agreement*" means that certain Acquisition Agreement, dated as of December 22, 2015 by and among Varsity, Group, Colonial, the Beneficial Owners (as defined therein) and the other parties thereto and all documents, certificates, instruments and agreements contemplated by, or required to be delivered in connection therewith.

"*Common Class A Member(s)*" means the holders of the Common Class A Units.

"*Common Class A Units*" has the meaning set forth in Section 4.2.

"*Common Class B Members*" means the holders of the Common Class B Units.

"*Common Class B Units*" has the meaning set forth in Section 4.2.

"*Common Class C Members*" means the holders of the Common Class C Units.

"*Common Class C Units*" has the meaning set forth in Section 4.2.

"*Common Director*" has the meaning set forth in Section 6.1(a)(ii).

"*Common Members*" means the holders of Common Units.

"*Common Percentage*" means, with respect to each Common Member, an amount equal to the product of (a) the quotient obtained by dividing the number of Common Units owned of record by such Common Member by the number of issued and outstanding Common Units at such time, and (b) 100, expressed as a percentage.

"*Common Permitted Transferee*" means, with respect to each Common Member, Varsity and, upon prior written notice to Varsity, an Affiliate of such Common Member.

"*Common Units*" means the Common Class A Units, the Common Class B Units, the Common Class C Units and any other Membership Units that are created by the Board of Directors and are designated as "Common Units".

"*Company*" has the meaning set forth in the Preamble.

"*Company Assets*" means all direct and indirect interests in real and personal property owned by the Company from time to time, and shall include both tangible and intangible property (including cash and including the Company's right to receive Capital Contributions hereunder).

"*Company Group*" means Colonial, the Company and any of their respective Affiliates.

"*Company Minimum Gain*" has the meaning specified in Treasury Regulations Section 1.704-2(b)(2), and the amount of Company Minimum Gain, as well as any net increase or decrease in Company Minimum Gain, shall be determined in accordance with the rules of Treasury Regulations Section 1.704-2(d).

"*Company Notice*" has the meaning set forth in Section 4.8(a).

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"*Company Purchase Right*" has the meaning set forth in Section 4.8(a).

"*Confidential Information*" has the meaning set forth in Section 5.6(a).

"*Consent*" means the consent, approval or vote of a Person to do the act or thing for which the consent or approval is solicited or vote is cast, or the act of granting such consent or approval or casting such vote, as the context may require. References to the Consent (or agreement or approval or similar words of import) of the Members means the Consent of the Members who are not then in violation of any of the material terms and conditions of this Agreement holding more than 50% of the Percentage Interests held, in the aggregate, by all Members who are not then in violation of any of the material terms and conditions of this Agreement.

"*Covered Person*" has the meaning set forth in Section 6.1(j).

"*Damages*" has the meaning set forth in Section 13.2(a).

"*Deemed Liquidation Event*" shall mean a sale of Membership Units (including via the exercise of a Drag-Along Right pursuant to Section 10.4 or a "tag along" right pursuant to Section 10.5), merger or consolidation (other than one in which Members own a majority by voting power of the outstanding Equity Securities of the surviving or acquiring entity) or a sale, lease, Transfer or other disposition of all or substantially all of the assets of the Company.

"*Deemed Per Unit Consideration*" means an amount equal to (a) the aggregate consideration being paid by the Purchaser in a Tag-Along Sale divided by (b) the total number of Membership Units being sold to the Purchaser in such Tag-Along Sale.

"*Delaware Act*" means the Delaware Limited Liability Company Act, 6 Del. C. § 18-101, *et seq.*, as amended from time to time and any successor statute thereto.

"*Depreciation*" means, for each Fiscal Year, an amount equal to the depreciation, amortization or other cost recovery deduction allowable for federal income tax purposes with respect to an asset for such Fiscal Year; provided, however, that if the Gross Asset Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such Fiscal Year, Depreciation shall be an amount that bears the same ratio to such beginning Gross Asset Value as the federal income tax depreciation, amortization or other cost recovery deduction with respect to such asset for such Fiscal Year bears to such beginning adjusted tax basis; and, provided, further, that if such beginning adjusted tax basis is zero, Depreciation shall be determined with reference to such beginning Gross Asset Value using any reasonable method selected by the Board of Directors.

"*Director*" means a member of the Board of Directors.

"*Director Votes*" means the number of votes each Director shall have on any matter being voted on by the Board of Directors.

"*Disability*" has the meaning set forth in such Repurchase Member's employment agreement with the Company Group, or, if there is no such employment agreement, means a

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Repurchase Member suffers from a permanent physical or mental condition that renders such Repurchase Member unable to perform the material and substantial duties of his or her position for a period of ninety (90) days or more, or for an aggregate of one hundred eighty (180) days in any three-hundred sixty-five (365) consecutive day period. The determination as to whether a Repurchase Member has such a disability shall be made by a third party physician qualified to make such determination.

"*Disabling Conduct*" means any conduct in relation to the Company or any of its Affiliates, which pursuant to the Delaware Act may not legally be indemnified.

"*discretion*" means, when used with respect to any Director or any Member or Person, the sole and absolute discretion of such Person (taking into account the best interests of the Members) unless otherwise specifically provided herein.

"*Doctor Owners*" has the meaning set forth in the Recitals.

"*Dr. Lowder*" has the meaning set forth in the Recitals.

"*Drag-Along Right*" has the meaning set forth in Section 10.4(a).

"*Drag-Along Consideration*" has the meaning set forth in Section 10.4(d).

"*Drag-Along Sale*" has the meaning set forth in Section 10.4(a).

"*Drag-Along Seller*" has the meaning set forth in Section 10.4(a).

"*Early Departure*" means the voluntary resignation of a Repurchase Member's employment with the Company Group prior to the third anniversary of the date on which such Repurchase Member acquired Common Class B Units or Common Class C Units, as applicable, without Good Reason.

"*Equity Securities*" means any common, preferred or other capital stock of, or any general or limited partnership interests or limited liability company interests in, or any right to participate in the profit and losses of, any Person and any warrants, rights, convertible securities or options to purchase, subscribe for or to convert any Security evidencing debt for any of the foregoing or for any such warrant, right, convertible security or option.

"*Fair Market Value*" means (a) with respect to Marketable Securities (i) that are primarily traded on a securities exchange or securities market, the value of the last sale price as recorded on the securities exchange or securities market on which such securities primarily are traded (ii) that are not listed on an exchange or securities market, or Securities for which there were no recent or relevant transactions, may be valued at the average of the most recent "bid" and "ask" price; and (iii) for which recent market quotations are not readily available, the value determined in accordance with clause (c) below, (b) with respect to the value of the Company determined by the Board of Directors in good faith considering all factors, information and data deemed by the Board of Directors to be pertinent, the price at which the Company, taken as a whole, and on a "going concern" basis, based on the same methodology used by Varsity Management in connection with its periodic reporting on the value of its holdings to its investors,

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(c) with respect to any Securities in the Company, the value the holder of such Securities would receive in connection with a sale of all of the assets of the Company at a value determined pursuant to clause (b) of this definition with the proceeds of such sale distributed to the Members in accordance with Section 8.2 and (d) with respect to any Company Asset, other than cash and Marketable Securities, the price determined by the Board of Directors in good faith at which such Company Asset would be sold in an arm's-length transaction between a willing and able buyer and a willing and able seller, both of which are well informed about such Company Asset, and neither of which is an Affiliate of the other or under any compulsion to buy or to sell, based on market conditions prevailing at the time, and without any discounts for illiquidity or ownership of a minority interest.

"*Fault Termination*" means the termination of a Repurchase Member as an employee of the Company Group upon the happening of any of the following events: (a) such Repurchase Member is terminated with Cause by the Company Group; (b) such Repurchase Member ceases to be employed by the Company Group at a time when Cause existed; (c) such Repurchase Member commits any act of theft or dishonesty that is of a nature materially injurious to the Company Group; or (d) such Repurchase Member commits fraud with respect to the Company Group, or their respective businesses.

"*Fiscal Year*" means (a) the period commencing upon the formation of the Company and ending on December 31, 2015 or (b) any subsequent 12-month period commencing on January 1 and ending on December 31.

"*Gilroy*" has the meaning set forth in the Preamble.

"*Good Reason*" has the meaning ascribed to the term "Good Cause" in such Repurchase Member's employment agreement with the Company Group or, if there is no such employment agreement, any of the following (a) the Company Group materially reduces the base salary of such Repurchase Member to be provided to him or her pursuant to such Repurchase Member's employment agreement with the Company Group, in accordance with such employment agreement; or (b) such Repurchase Member is required to perform services more than fifty (50) miles from the primary location at which such Repurchase Member performs services as of the date such Repurchase Member first acquired Common Units, as applicable, (provided, however, that for any Repurchase Member to terminate his or her employment for "Good Reason": (w) he or she must reasonably determine in good faith that a Good Reason condition has occurred, (x) he or she must notify the Company Group in writing within 45 days of the date he or she becomes aware of the event that would allow him or her to terminate employment for Good Reason, with such notice setting forth such event in reasonable detail; (y) the event must remain uncorrected by the Company Group for 90 days following its receipt of such notice, and he or she has cooperated in good faith with the Company Group's efforts to cure such condition; and (z) such termination must occur within 45 days after the expiration of such 90-day period).

"*Governmental Approval*" means an authorization, consent, approval, permit, license or exemption of, registration or filing with, or report or notice to, any Governmental Authority.

"*Governmental Authority*" means any nation or government, any state or other political subdivision thereof and any entity exercising executive, legislative, judicial, regulatory or

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administrative functions of or pertaining to government, including any government authority, agency, department, board, commission or instrumentality of the United States, of any state of the United States or any political subdivision thereof, and any tribunal or arbitrator(s) of competent jurisdiction.

"*Gross Asset Value*" means, with respect to any asset, the asset's adjusted basis for federal income tax purposes, except as follows:

(a) The initial Gross Asset Value of any asset contributed by a Member to the Company shall be the gross Fair Market Value of such asset on the date of contribution, as determined by the Board of Directors.

(b) The Gross Asset Values of all Company Assets immediately prior to the occurrence of any event described in subsections (i) through (v) hereof shall be adjusted to equal their respective gross Fair Market Values, as determined by the Board of Directors, as of the following times:

(i) the acquisition of an interest in the Company by a new or existing Member in exchange for more than a de minimis Capital Contribution, if the Board of Directors reasonably determines that such adjustment is necessary or appropriate to reflect the relative economic interests of the Members in the Company;

(ii) the distribution by the Company to a Member of more than a de minimis amount of Company Assets as consideration for an interest in the Company, if the Board of Directors reasonably determines that such adjustment is necessary or appropriate to reflect the relative economic interests of the Members in the Company;

(iii) the issuance of an interest in the Company (other than a de minimis interest) as consideration for the provision of services to or for the benefit of the Company, if the Board of Directors reasonably determines that such adjustment is necessary or appropriate to reflect the relative economic interests of the Members in the Company;

(iv) the liquidation of the Company within the meaning of Treasury Regulations Section 1.704-1(b)(2)(ii)(g); and

(v) at such other times as the Board of Directors shall reasonably determine necessary or advisable in order to comply with Treasury Regulations Sections 1.704-1(b) and 1.704-2.

(c) The Gross Asset Value of any Company Asset distributed to a Member shall be the gross Fair Market Value of such asset on the date of distribution as determined by the Board of Directors.

(d) The Gross Asset Values of Company Assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Code Section 734(b) or Code Section 743(b), but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Treasury Regulations Section 1.704-

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1(b)(2)(iv)(m); provided, however, that Gross Asset Values shall not be adjusted pursuant to this clause (d) to the extent that the Board of Directors reasonably determines that an adjustment pursuant to clause (b) is necessary or appropriate in connection with a transaction that would otherwise result in an adjustment pursuant to this clause (d).

(e) If the Gross Asset Value of an asset has been determined or adjusted pursuant to paragraphs (a), (b) or (d) above, such Gross Asset Value shall thereafter be adjusted by the Depreciation taken into account with respect to such asset for purposes of computing Net Income and Net Loss (and not the depreciation, amortization or other cost recovery deductions allowable with respect to that asset for federal income tax purposes).

"*Group*" has the meaning set forth in the Preamble.

"*Immediate Family*" means any child, stepchild, parent, stepparent, spouse or sibling of a person.

"*Indemnified Person*" means, with respect to any act or omission that gives rise to a claim for indemnification under Article XIII of this Agreement, (a) the Board of Directors, each accountant, attorney and other agent of the Board of Directors, (b) any of the Officers of the Company, and (c) the Members and their Affiliates.

"*Independent Director*" has the meaning set forth in Section 6.1(a)(ii).

"*Indirect Transfer*" means, with respect to a Person, any sale, transfer, assignment, hypothecation, encumbrance, pledge or other disposition, directly or indirectly, of the equity securities of such Person or any interests therein.

"*Involuntary Transfer*" means, with respect to Common Class B Units or Common Class C Units, any involuntary Transfer, proceeding or action (other than a Transfer to a Common Permitted Transferee or Preferred Permitted Transferee) by or in which a Repurchase Member is deprived or divested of any right, title or interest in or to any Common Class B Units or Common Class C Units, as applicable, including any seizure under levy of attachment or execution, any Transfer in connection with a foreclosure upon a pledge, any entry of any order for relief or Transfer in connection with bankruptcy (whether pursuant to the filing of a voluntary or an involuntary petition under the Federal Bankruptcy Code of 1978, or any modifications or revisions thereto, or other similar bankruptcy or insolvency laws), or any other court proceeding to a debtor in possession, trustee in bankruptcy or receiver or other officer or agency, any Transfer to a state or to a public officer or agency pursuant to any statute pertaining to escheat or abandoned property, or any Transfer pursuant to a separation agreement or divorce, equitable or community or marital property distribution, judicial decree or other court order relating to the division or partition of property between spouses.

"*Involuntary Transferee*" has the meaning set forth in Section 10.2(e)(i).

"*Investment Company Act*" means the Investment Company Act of 1940, as amended from time to time, and any successor statute thereto.

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"*Investor Business Opportunity*" means any matter, transaction or interest that is presented to or acquired, created or developed by, or which otherwise comes into the possession of, Varsity, Gilroy or any Director appointed by Varsity, unless such matter, transaction or interest is presented to, or acquired, created or otherwise developed by, or otherwise comes into the possession of, such Director expressly and solely in such Director's capacity as a Director.

"*Legal Representative*" means any legal representative of a Person, including in the event of a Member's death, the personal representative or other Person authorized by his or her estate to make decisions on behalf of such estate, and, if different, shall include the Persons with power and authority with respect to the Membership Units that are owned by the Member.

"*Lien*" means, as to any Person, any mortgage, lien, pledge, adverse claim, charge, security interest or other encumbrance in, or any interest or title of any vendor, lessor, lender or other secured party to or of such Person under any conditional sale or other title retention agreement or capital lease with respect to, any property or asset owned or held by such Person, or the signing or filing of a financing statement which names such Person as debtor, or the signing of any security agreement authorizing any other party as the secured party thereunder to file any financing statement.

"*Marketable Securities*" means Securities that are (a) traded on an established U.S. or non-U.S. securities exchange or (b) reported through the National Association of Securities Dealers, Inc. Automated Quotation System, and in each case that are not subject to material legal or contractual restrictions on transferability.

"*Member*" means, at a specific time, a Person holding Membership Units who has acquired such Membership Units in accordance with the provisions hereof, acting in the capacity of a member of the Company, and "*Members*" means, at such specific time, all of such Persons, collectively, acting in their capacities as members of the Company.

"*Member Minimum Gain*" means an amount, with respect to each Member Nonrecourse Debt, equal to the Company Minimum Gain that would result if such Member Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Treasury Regulations Section 1.704-2(i).

"*Membership Interest Control Agreement*" has the meaning set forth in the Recitals.

"*Membership Units*" means the Common Units, the Preferred Units, any securities into which such Common Units or Preferred Units shall have been changed or any Equity Securities resulting from any reclassification or recapitalization of such Common Units or Preferred Units, and all other Equity Securities of any class or classes (however designated), the holders of which have the right, without limitation as to amount, after payment on any Equity Securities entitled to a preference on dividends or other distributions upon any dissolution, liquidation or winding-up, either to all or to a share of the balance of payments upon such dissolution, liquidation or winding-up.

"*Minimum Price Per Unit*" means an amount equal to (a) the aggregate amount the Selling Member is entitled to receive pursuant to Section 8.2(a) and Section 8.2(b) as of the date of the Tag-Along Sale with respect to all Preferred Units owned by the Selling Member on such

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date divided by (b) the total number of Preferred Units owned by such Selling Member on such date.

"*Net Cash Available for Distribution*" means all cash available for distribution by the Company, as determined in the good faith discretion of the Board of Directors in excess of amounts retained by the Company for other purposes, including: (a) to pay Company expenses, (b) to fund reserves, (c) to fund anticipated payments on indebtedness of the Company, (d) to fund any anticipated acquisitions and (e) to pay any required tax withholdings.

"*Net Income*" or "*Net Loss*" means an amount equal to the Company's taxable income or loss with respect to applicable investments or activity, determined in accordance with the principles of Code Section 703(a) (for this purpose, all items of income, gain, loss or deduction or expense required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the following adjustments, it being the intention not to duplicate any item of income or loss:

(a) any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing Net Income or Net Loss pursuant to this definition of Net Income or Net Loss shall be taken into account in computing such Net Income or Net Loss;

(b) any expenditures of the Company described in Code Section 705(a)(2)(B), or treated as Code Section 705(a)(2)(B) expenditures pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(i), and not otherwise taken into account in computing Net Income or Net Loss pursuant to this definition of Net Income or Net Loss shall be taken into account in computing such Net Income or Net Loss;

(c) in the event the Gross Asset Value of any Company Asset is adjusted pursuant to subparagraph (b) or subparagraph (c) of the definition of Gross Asset Value, the amount of such adjustment shall be taken into account as gain or loss from the disposition of such asset for purposes of computing Net Income or Net Loss;

(d) gain or loss resulting from any disposition of any Company Asset with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Gross Asset Value of the Company Asset disposed of, notwithstanding that the adjusted tax basis of such Company Asset differs from its Gross Asset Value;

(e) to the extent an adjustment to the adjusted tax basis of any Company Asset pursuant to Code Section 734(b) is required pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m)(4) to be taken into account in determining Capital Accounts as a result of a distribution other than in liquidation of a Member's interest in the Company, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases the basis of the asset) from the disposition of the asset and shall be taken into account for purposes of computing Net Income or Net Loss;

(f) in lieu of the depreciation, amortization and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation; and

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(g) notwithstanding any other provision of this definition of Net Income or Net Loss, any items which are specially allocated pursuant to Article IX hereof shall not be taken into account in computing Net Income or Net Loss.

The amounts of the items of Company income, gain, loss, deduction or expense available to be specially allocated pursuant to Article IX hereof shall be determined by applying rules analogous to those set forth in this definition of Net Income or Net Loss.

"*New Membership Units*" has the mean set forth in Section 10.3(a).

"*No Fault Termination*" means the termination of a Repurchase Member's employment with the Company Group by the Company Group other than a Fault Termination.

"*Nonrecourse Debt*" has the meaning set forth in Section 1.704-2(b)(4) of the Treasury Regulations.

"*Nonrecourse Deduction*" has the meaning specified in Treasury Regulations Sections 1.704-2(b)(1) and 1.704-2(c).

"*Nonrecourse Liability*" has the meaning specified in Treasury Regulations Sections 1.704-2(b)(3) and 1.752-1(a)(2).

"Offer Notice" has the meaning set forth in Section 10.5(a).

"Offeree" has the meaning set forth in Section 10.5(a).

"*Officers*" has the meaning set forth in Section 6.2(a).

"*Original Cost*" means with respect to any Membership Unit One Hundred Dollars ($100).

"*Percentage Interest*" means, with respect to each Member, an amount equal to the product of (a) the quotient obtained by dividing the number of Membership Units owned of record by such Member by the aggregate number of issued and outstanding Membership Units at such time, and (b) 100, expressed as a percentage.

"*Person*" means a company, a corporation, an association, a partnership, a limited liability company, an organization, a joint venture, a trust or other legal entity, an individual, a government or political subdivision thereof or a governmental agency.

"*Preemptive Member*" has the meaning set forth in Section 10.3.

"*Preemptive Offer Notice*" has the meaning set forth in Section 10.3(a).

"*Preemptive Percentage Interests*" means, with respect to each Preferred Member or a Common Class A Member, an amount equal to the product of (a) the quotient obtained by dividing the number of Preferred Units or Common Class A Units owned of record by such Preferred Member or Common Class A Member, as applicable, by the aggregate number of

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issued and outstanding Preferred Units and Common Class A Units at such time, and (b) 100, expressed as a percentage.

"*Preferred Directors*" has the meaning set forth in Section 6.1(a)(ii).

"*Preferred Member(s)*" means the holders of the Preferred Units.

"*Preferred Percentage Interest*" means, with respect to each Preferred Member, an amount equal to the product of (a) the quotient obtained by dividing the number of Preferred Units owned of record by such Preferred Member by the number of issued and outstanding Preferred Units at such time, and (b) 100, expressed as a percentage.

"*Preferred Permitted Transferee*" means any Person that is an Affiliate of a Preferred Member.

"*Preferred Units*" has the meaning set forth in Section 4.2.

"*Proceeding*" has the meaning set forth in Section 13.2(a).

"*Profits Interest Member*" a Member that is granted Common Class C Units in exchange for services, with such grant intended to qualify as a "profits interest" within the meaning of Revenue Procedure 93-27 and Revenue Procedure 2001-43.

"*Purchaser*" has the meaning set forth in Section 10.4(a).

"*Qualifying Resignation*" means, with respect to a Repurchase Member, the termination of such Repurchase Member as an employee of the Company Group upon the happening of any of the following events: (a) the resignation of such Repurchase Member from his or her employment with the Company Group with Good Reason; or (b) the resignation of such Repurchase Member's employment with the Company Group for any reason at any time after the third anniversary of the date on which such Repurchase Member acquired Common Class B Units or Common Class C Units; provided, however, that such resignation is not as a result of a pending or threatened Fault Termination or No Fault Termination.

"*Regulatory Allocations*" has the meaning specified in Section 9.2(f).

"*Restricted Period*" has the meaning specified in Section 5.9(a).

"*Restricted Territory*" has the meaning specified in Section 5.9(a).

"*Revised Partnership Audit Procedures*" means the provisions of Subchapter C of Subtitle A, Chapter 63 of the Code, as amended by the Bipartisan Budget Act of 2015, P.L. 114 74 (together with any subsequent amendments thereto, Treasury Regulations promulgated thereunder, and published administrative interpretations thereof).

"*Repurchase Members*" means holders of Common Class B Units and Common Class C Units.

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"*Securities*" means capital stock, limited or general partnership interests, limited liability company interests, bonds, notes, debentures and other obligations, investment contracts and other instruments or evidences of indebtedness commonly referred to as securities and any rights, warrants and options related thereto.

"*Securities Act*" means the Securities Act of 1933, as amended from time to time, and any successor statute thereto.

"Selling Member" has the meaning set forth in Section 10.5(a).

"*Services Company*" has the meaning set forth in the Recitals.

"*Subsequent Transferee"* has the meaning set forth in Sections 4.8(f).

"*Subsidiary*" means, with respect to any specified Person, any other Person of which such specified Person, directly or indirectly through one or more Subsidiaries, (a) owns 50% or more of the outstanding Equity Securities entitled to vote generally in the election of the board of directors or similar governing body of such other Person, or (b) has the power to generally direct the business and policies of that other Person, whether by contract or as a general partner, managing member, manager, joint venturer, agent or otherwise.

"Tag-Along Acceptance" has the meaning set forth in Section 10.5(b).

"*Tag-Along Consideration*" has the meaning set forth in Section 10.5(d).

"Tag-Along Offer" has the meaning set forth in Section 10.5(a).

"Tag-Along Period" has the meaning set forth in Section 10.5(b).

"Tag-Along Sale Price" has the meaning set forth in Section 10.5(a).

"Tag-Along Units" has the meaning set forth in Section 10.5(c).

"*Tax Liability Distribution*" has the meaning set forth in Section 8.3(a).

"*Tax Matters Member*" means Varsity.

"*Threshold Amount*" an amount designated, with respect to any grant of Common Class C Units to a Profits Interest Member, which amount shall be determined by the Board of Directors to be no less than the amount that would be distributed to all Members, at the date of such grant, were the Company at such date to sell all of its assets for Fair Market Value (including good will and going concern value) and liquidate.

"*Transfer*" has the meaning set forth in Section 10.2(a) of this Agreement. The terms "*Transferring*," "*Transferor*," "*Transferred*," and "*Transferee*" have meanings correlative to the meaning of "Transfer."

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"*Treasury Regulations*" means the permanent and temporary regulations promulgated by the U.S. Treasury Department under the Code, as such regulations may be amended from time to time.

"*Varsity*" has the meaning set forth in the Preamble.

"*Varsity Management*" has the meaning set forth in the Recitals.

"*Varsity Management Services Agreement*" has the meaning set forth in the Recitals.

Section 1.2 Headings. The headings and subheadings in this Agreement are included for convenience and identification only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof. The definitions in this Article I shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require in this Agreement or any Exhibit hereto, any pronoun shall include the corresponding masculine, feminine and neuter forms. When utilized in this Agreement or any Exhibit hereto, (a) the words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation"; and (b) the words "hereof", "herein", and "hereunder" and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement as a whole and not to any particular provision of this Agreement

ARTICLE II.
FORMATION AND TERM

Section 2.1 Formation. The Company was formed on December 8, 2015 as a Delaware limited liability company by the execution and filing of the Certificate with the Secretary of State of the State of Delaware under and pursuant to the Delaware Act. The Board of Directors shall cause to be executed all necessary certificates and documents, and shall make all such filings and recordings, and shall cause to be done all other acts as may be necessary or appropriate from time to time to comply with all requirements for the continued existence and operation of a limited liability company in the State of Delaware. The rights, powers, duties, obligations and liabilities of the Members (in their respective capacities as such) shall be determined pursuant to the Delaware Act and this Agreement. To the extent that the rights, powers, duties, obligations and liabilities of any Member (in its capacity as such) are different by reason of any provision of this Agreement than they would be in the absence of such provision, this Agreement shall, to the extent permitted by the Delaware Act, control.

Section 2.2 Name. The name of the Company shall be "Family Care Partners Holdings LLC". The business of the Company may be conducted upon compliance with all Applicable Laws under any other name designated by the Board of Directors.

Section 2.3 Term. The term of the Company will commence on the date of the filing of the Certificate in the office of the Secretary of State of the State of Delaware and will continue until dissolution in accordance with ARTICLE XIV of this Agreement.

Section 2.4 Registered Office and Registered Agent. The Board of Directors shall designate a registered agent and office within the State of Delaware. At any time, the Board of Directors may designate an alternate registered office or registered agent.

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Section 2.5 Principal Place of Business. The principal place of business of the Company shall be at such place as the Board of Directors may designate from time to time, which need not be in the State of Delaware, and the Company shall maintain its books and records at such principal place of business. The Company may have such other offices (within or without the State of Delaware) as the Board of Directors may designate from time to time.

Section 2.6 Qualification in Other Jurisdictions. The Company will be qualified, formed or registered under assumed or fictitious name statutes or similar laws in any jurisdiction in which the Company transacts business in which such qualification, formation or registration is required or desirable. The Board of Directors will cause to be executed, delivered and filed any certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in a jurisdiction in which the Company may wish to conduct business.

ARTICLE III.
PURPOSE, POWERS AND OPERATION OF THE COMPANY

Section 3.1 Purpose. The Company was formed to carry on any lawful business, purpose or activity as the Board of Directors may determine. The Company shall possess and may exercise all of the powers and privileges granted by the Delaware Act or by any other Applicable Law, together with any powers incidental thereto, which are necessary or convenient for the conduct, promotion or attainment of the business, purposes or activities of the Company. Notwithstanding anything herein to the contrary, nothing set forth herein shall be construed as authorizing the Company to possess any purpose or power, or to do any act or thing, forbidden by Applicable Law to a limited liability company organized under the laws of the State of Delaware.

Section 3.2 Powers of the Company. Subject to the provisions of this Agreement, (a) the Company may, execute, deliver and perform any and all contracts and engage in all activities and transactions necessary or advisable to carry out the foregoing purpose, all without any further act, vote or approval of any Member and (b) the Board of Directors may authorize any Person (including any Member or Officer) to execute, deliver and perform any contract and engage in all activities and transactions necessary or advisable to carry out the foregoing purpose on behalf of the Company.

Section 3.3 No State-Law Partnership. The Members intend that the Company shall not constitute or be treated as a partnership (including a limited partnership) or joint venture, and that no Member or Officer shall be a partner or joint venturer of any other Member or Officer, for any purposes other than federal, and if applicable, state and local income tax purposes, and this Agreement shall not be construed to the contrary. Notwithstanding the immediately preceding sentence, the Members intend that the Company shall be treated as a partnership for federal tax and, if applicable, state and local income tax purposes, and each Member and the Company shall file all tax returns, and otherwise take all tax and financial reporting positions, in a manner consistent with such treatment. Neither the Members nor the Company shall make any election under Treasury Regulations Section 301.7701-3, or any comparable provisions of state or local law, to treat the Company as an entity other than a partnership for federal tax or state or local income tax purposes.

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ARTICLE IV.
CAPITAL CONTRIBUTIONS; CAPITAL CALLS; CAPITAL ACCOUNTS

Section 4.1 Members and Capital Contributions.

(a) The name, address, initial Capital Contribution and Membership Units of each Member are set forth on Exhibit A attached hereto.

(b) No additional Capital Contributions by any Member shall be required in respect of their Membership Units after the issuance thereof without the consent of such Member.

(c) Except as otherwise permitted by the Board of Directors, (i) all Capital Contributions by any Member shall be payable in cash and (ii) Capital Contributions shall be payable in one instalment and shall be paid prior to the date of the proposed acceptance of the contribution.

Section 4.2 Member's Interest. Interests in the Company shall be represented solely by Membership Units. The Membership Units shall be divided among various classes (hereinafter collectively, "*Classes*", and individually, "*Class*"). As of the date hereof, the Company has created the following Classes: Common Class A Units ("*Common Class A Units*"), Common Class B Units ("*Common Class B Units*"), Common Class C Units ("*Common Class C Units*") and Preferred Units ("*Preferred Units*"). The rights, preferences, powers, qualifications, limitations and restrictions of each Class of Membership Units shall be as set forth in this Agreement (as may be amended from time to time). The Board of Directors has the right to create additional Classes of Membership Units with different terms and conditions, including terms that are senior to or *pari pasu* with other Classes. A Member's Membership Units will for all purposes be personal property. A Member has no interest in specific Company property.

Section 4.3 Status of Capital Contributions.

(a) Except as otherwise expressly provided or permitted in this Agreement, no Member shall have any right to the return of such Member's Capital Contribution, or any other amounts or capital from the Company, nor shall any Member have any right to receive any property from the Company other than cash, except as otherwise provided in this Agreement. Further, no return of a Member's Capital Contributions will be made hereunder if such distribution would violate Applicable Law. Under circumstances requiring a return of any Capital Contributions, no Member will have the right to demand or receive property other than cash, except as may be specifically provided in this Agreement.

(b) No Member will receive any interest, salary or drawing with respect to its Capital Contributions or its Capital Account or for services rendered on behalf of the Company or otherwise in its capacity as a Member, except as otherwise specifically provided in this Agreement or in any other written agreement entered into by the Company and such Member. No provision set forth in this Agreement shall be construed as conferring upon any Member the right to employment by the Company.

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Section 4.4 Capital Accounts. A Capital Account shall be established and maintained for each Member in accordance with the terms of this Agreement.

Section 4.5 Withdrawals and Returns of Capital. No Member shall be entitled to withdraw or receive any return of, or demand the return of, its Capital Contribution, or any other assets or capital, from the Company, including any property or cash, except as otherwise expressly provided in this Agreement. No Member shall have priority over any other Member as to the return of the amount of its Capital Contribution to the Company on its liquidation, other than as set forth in this Agreement.

Section 4.6 Advances. If any Member advances or loans any funds to the Company in excess of its Capital Contributions, (a) the amount of such advance will neither increase its Capital Account nor entitle it to any increase in its share of the distributions of the Company, (b) any such advance will be payable and collectible only out of Company Assets, and the other Members will not be personally obligated to repay any part thereof, and (c) such Member will not have or acquire, as a result of making such advance or loan, any direct or indirect interest in the profits, capital or property of the Company, other than as a creditor.

Section 4.7 Creditors Not Benefited. The provisions of this Agreement are intended to benefit only the Company, the Board of Directors, the Members and their respective permitted successors and assigns and the Indemnified Persons. It is not intended that these provisions benefit, and such provisions are not enforceable by, any creditors of the Company, the trustee in bankruptcy of the Company or any other Persons (other than the members of the Board of Directors, the Members and their respective permitted successors and assigns and the Indemnified Persons).

Section 4.8 Company Purchase Rights.

(a) Fault Termination. In the event of a Fault Termination of a Repurchase Member, all of the Common Units then held by such Common Member shall automatically be forfeited and cancelled without payment.

(b) Early Departure.

(i) Common Class B Members. In the event of an Early Departure of a Common Class B Member, the Company shall have the option for a period of 365 days following such Early Departure to purchase from such Common Class B Member all or a portion of the Common Class B Units then held by such Common Class B Member at a price per Common Class B Unit equal to the lower of (i) the Fair Market Value of such Common Class B Units and (ii) the Original Cost of such Common Class B Units.

(ii) Common Class C Members. In the event of an Early Departure of a Common Class C Member (A) holding vested Common Class C Units, the Company shall have the option for a period of 365 days following such Early Departure to purchase from such Common Class C Member all or a portion of the vested Common Class C Units then held by such Common Class C Member at a price per vested Common Class C Units equal to the lower of (x) the Fair Market Value of such vested Common Class C Units and (y) the Original Cost of such vested Common Class C Units and (B) holding

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unvested Common Class C Units, all of the unvested Common Class C Units then held by such Common Class C Member shall automatically be forfeited and cancelled without payment.

(c) No Fault Termination. In the event of a No Fault Termination of a Repurchase Member, the Company shall have the option for a period of 365 days following such No Fault Termination to purchase from such Repurchase Member all or a portion of the Common Class B Units or vested Common Class C Units, as applicable, then held by such Repurchase Member at a price per Common Class B Unit or vested Common Class C Unit, as applicable, equal to the Fair Market Value of such Common Class B Units or vested Common Class C Units, as applicable; provided that, in the event of a No Fault Termination of a Common Class C Member holding unvested Common Class C Units, all of the unvested Common Class C Units then held by such Common Class C Member shall automatically be forfeited and cancelled without payment.

(d) Termination due to Death, Disability, or Qualifying Resignation. In the event of the death, Disability or Qualifying Resignation of any Repurchase Member, the Company shall have the option for a period of 365 days following such death, Disability, or Qualifying Resignation to purchase from such Repurchase Member all or a portion of the Common Class B Units or vested Common Class C Units then held by such Repurchase Member, as applicable, at a price per Common Class B Unit or vested Common Class C Unit, as applicable, equal to the Fair Market Value of such Common Class B Unit or vested Common Class C Unit, as applicable; provided that, in the event of the death, Disability or Qualifying Resignation of a Common Class C Member holding unvested Common Class C Units, all of the unvested Common Class C Units then held by such Common Class C Member shall automatically be forfeited and cancelled without payment.

(e) Procedure for Purchase or Forfeiture. The Company shall exercise its rights under Section 4.8(a), 4.8(b), 4.8(c) and 4.8(d), by delivery of a notice to exercise (the "*Company Notice*") to the Repurchase Member(s) whose Common Class B Units or Common Class C Units, as applicable, are to be purchased pursuant to Section 4.8(a), 4.8(b), 4.8(c) and 4.8(d) to any Subsequent Transferee (as defined below), which notice shall include the number of Common Class B Units or Common Class C Units, as applicable, to be purchased. At the closing of any purchase pursuant to Section 4.8(a), 4.8(b), 4.8(c) and 4.8(d) (such purchase, a "*Company Purchase Right*"), which shall take place on such date (not later than 90 days after the delivery of the Company Notice) as the Company shall select, the Repurchase Member(s) and any Subsequent Transferee, as applicable, shall deliver instruments of transfer in form and substance reasonably satisfactory to the Company, duly executed by the applicable Repurchase Member(s) or such Subsequent Transferee, against delivery of the purchase price. The purchase price for such Common Units shall be payable, at the Company's option, in cash, check or wire transfer or with a subordinated note with a two (2) year term, which note shall be on terms reasonably acceptable to all parties. The closing of any forfeiture of any Common Class B Units or Common Class C Units, as applicable, pursuant to Section 4.8(a), 4.8(b), 4.8(c) and 4.8(d) shall take place on such date that the Company has exercised (or deemed to have exercise) such forfeiture right and shall be automatically effected without any further action by any party.

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(f) Application to Subsequent Transferees. For purposes of this Section 4.8, any Common Class B Units or Common Class C Units originally issued to any of the Repurchase Members that are subsequently Transferred to any Person (other than to the Company or Varsity) pursuant to an Involuntary Transfer or otherwise in accordance with this Agreement (a "*Subsequent Transferee*") shall be deemed to be held by the transferring Repurchase Member and the repurchase provisions set forth in this Section shall continue to apply based on the employment of such transferring Repurchase Member; provided, that any amounts to be paid in respect of such Membership Units pursuant to this Section 4.8 shall be paid to the applicable Subsequent Transferee.

(g) Varsity Exit. Notwithstanding anything to the contrary contained in Section 4.8(a)-(f), in the event Varsity no longer holds Membership Units, the Company repurchase price for any Common Class B Units or vested Common Class C Units upon any termination event set forth in Section 4.8(a)-(e) shall be equal to the Fair Market Value of such Common Class B Units or vested Common Class C Units, as applicable.

ARTICLE V.
MEMBERS

Section 5.1 Powers of Members. Except as otherwise specifically provided by this Agreement or required by the Delaware Act, no Member will have the power to act for or on behalf of, or to bind, the Company. Without limiting the generality of the foregoing, except as specifically set forth in this Agreement or otherwise required by Applicable Law, the Members shall not be entitled to vote on any matter.

Section 5.2 Limited Liability of Members.

(a) No Member shall have any personal liability whatsoever in its capacity as a Member, whether to the Company, to any of the Members or to the creditors of the Company, for the debts, liabilities, contracts or any other obligations of the Company or for any losses of the Company; provided, however, that for the avoidance of doubt, nothing contained in this Agreement shall be construed to limit the personal liability of a Member to the Company, to any of the Members or to the creditors of the Company, for the liabilities or obligations arising under the Colonial Acquisition Agreement (including indemnification obligations thereunder). A Member shall be liable only to make the initial Capital Contributions in accordance with Section 4.1 and to return distributions distributed to such Member to the extent required by the Delaware Act and other Applicable Law if such distributions were made in violation thereof. Except as otherwise set forth in this Agreement, a Member shall not be required to lend any funds to the Company or to repay to the Company, any Member or any creditor of the Company all or any portion of any negative amount of such Member's Capital Account.

(b) Any return or repayment of a Member's Capital Contribution and any payment in respect of the Member's interest in the Company and any other amounts that may be due to a Member from the Company shall be made only from the Company Assets to the extent available therefor.

Section 5.3 Voting Rights of the Members.

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(a) Notwithstanding any other provision of this Agreement to the contrary, actions or decisions with respect to any of the following matters or actions with respect to the Company or any of its Subsidiaries shall require the approval of Varsity:

(i) the creation of additional Classes of Membership Units with different preferences, terms and conditions, including terms that are senior to or *pari pasu* with other Classes;

(ii) the sale of all or a substantial portion of the assets of, any merger, consolidation, reorganization or recapitalization (including leveraged recapitalizations) of, acquisitions by, any tender offers by, liquidations or other similar transactions, or any sale of a majority of the Equity Securities of, the Company or any Subsidiary thereof;

(iii) any additional issuance, acquisition or sale of Equity Securities of the Company or any Subsidiary thereof (including stock options or other equity plans applicable to all management-level employees or any employees or consultants);

(iv) all decisions regarding the employment or termination of all executive management level employees of the Company or any Subsidiary thereof;

(v) other than with respect to Company's (and its wholly-owned Subsidiary's) obligations in respect of that certain Credit Agreement, dated as of the date hereof by and among Services Company, the other Loan Parties (as defined therein) party thereto, Freeport Financial Partners LLC, as Agent and Lead Arranger (as defined therein) and the Lenders (as defined therein) party thereto (as amended, restated, supplemented or otherwise modified from time to time) and any other Loan Documents (as defined therein) to which any of the Loan Parties is a party (provided that any amendment, restatement, supplement or other modification to such Credit Agreement or other Loan Document shall require Varsity's consent), any leveraged recapitalizations of Company or any financings, including financial indebtedness, by the Company or any Subsidiary thereof;

(vi) any financings, including financial indebtedness, by the Company or any Subsidiary thereof;

(vii) any amendment to, or waiver of any provision under, or the termination of, the Varsity Management Services Agreement, the Management Services Agreement or the Membership Interest Control Agreement;

(viii) any transactions with a Person related to any Common Member or any of their Affiliates, including fees for directorships;

(ix) any payment of indemnification expenses incurred by the Company or any Subsidiary thereof other than (A) payments to any Director of the Company or any Subsidiary thereof, (B) payments of amounts not in excess of 10% of EBITDA or (C) payments pursuant to existing contractual obligations;

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(x) initiating any material legal or regulatory action or proceeding with respect to the Company or any Subsidiary thereof that is reasonably expected to result in liability to the Company or any Subsidiary thereof;

(xi) entry by the Company or any Subsidiary thereof into any material new lines of business;

(xii) entry by the Company or any Subsidiary thereof into any contract reasonably expected to impact EBITDA by more than 10%, either in its initial year or in any of the subsequent five (5) years; or

(xiii) any distributions to the Members pursuant to Section 8.2.

(b) Other than (i) in accordance with to Section 5.3(a) and (ii) any provision of this Agreement requiring the Consent or approval of a Member in its individual capacity (as compared to a class or group of Members), the business and affairs of the Company and each Subsidiary thereof shall be run by the Board of Directors and the Members shall have no Consent rights.

Section 5.4 Partition. Each Member waives any and all rights that it may have to maintain an action for partition of the Assets.

Section 5.5 Certificates. A Member's interest will not be certificated unless otherwise determined by the Board of Directors.

Section 5.6 Nondisclosure.

(a) Each Member acknowledges that such Member, while being a Member of the Company, will have access to confidential and proprietary information of the Company, including statistical, personal, patient and client information, private information concerning Colonial and the Company and their respective Affiliates (including Services Company), historical and financial information, business strategies, operating data, organizational and cost structures, product descriptions, pricing information, technology, know-how, processes, software, databases, trade secrets, contracts and other proprietary information (collectively, "*Confidential Information*"). Notwithstanding the foregoing, "Confidential Information" shall not include information (i) which is or becomes part of the public knowledge or literature, not as a result of any breach of the provisions of this Agreement or (ii) which is lawfully disclosed, without any restriction on additional disclosure, to the receiving Person by a third party who is free lawfully to disclose the same.

(b) Except as required by law or judicial order, each Member, while being a Member of the Company or at any time thereafter, shall not directly or indirectly, use Confidential Information in any way (including for such Member's own private or commercial purposes) or disclose Confidential Information to, or discuss Confidential Information with, any other Person; provided, however, that notwithstanding the foregoing (i) Members shall be permitted to use Confidential Information in connection with (A) his or her service as an employee, Officer and/or Director of the Company and/or its Subsidiaries and (B) the evaluation of his, her or its investment in the Company and (ii) Members shall be permitted to disclose

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Confidential Information (1) to those Directors, Members, Officers, employees or agents of the Company or its Subsidiaries whose access to such information is reasonably necessary in connection with the operation of the Company as contemplated under this Agreement and (2) with respect to each Member that is not an individual, those Directors, members, officers, employees, agents or limited partners of such Member whose access to such information is reasonably necessary in connection with the operation of such Member; provided that the party disclosing any Confidential Information pursuant to clause (ii)(2) shall (x) be required to inform the Person to whom such information is disclosed that such Confidential Information is subject to this Section 5.6 and that such Person is responsible to comply with this Section 5.6 as if such Person was a Member and (y) be responsible for any use or disclosure by such Person of the Confidential Information that would be in violation of this Section 5.6 if a Member had so used or disclosed such Confidential Information.

(c) Each Member acknowledges and agrees that the Company and the other Members may be harmed irreparably by a violation of this Section 5.6, that the Company's remedies at law for any breach or threat of breach of the provisions of this Section 5.6 shall be inadequate, and that the Company shall be entitled to an injunction or injunctions to prevent breaches of this Section 5.6 and to enforce specifically the terms and provisions hereof, in addition to any other remedy to which the Company may be entitled at law or in equity. Each Member hereby agrees to waive any requirement for the securing or posting of any bond in connection with such remedy. The provisions of this Section 5.6 shall survive any termination of this Agreement and, with respect to any Member, the date on which such Member ceases to be a Member.

Section 5.7 Members Are Not Agents. The Members shall have no power to participate in the management of the Company except as expressly authorized by the Delaware Act, this Agreement (including Section 5.3) or the Certificate. No Member, acting solely in the capacity of a Member, is an agent of the Company nor does any Member, unless expressly and duly authorized in writing to do so by the Board of Directors, have any power or authority to bind or act on behalf of the Company in any way, to pledge its credit, to execute any instrument on its behalf or to render it liable for any purpose.

Section 5.8 Waiver of Corporate Opportunity. Each of the Members acknowledge and agree that (a) the Company hereby renounces any interest or expectancy in an Investor Business Opportunity, (b) the corporate opportunity doctrine (or any analogous doctrine) shall not apply with respect to Varsity, Gilroy or any of their respective Affiliates, directors, officers, employees, or holders of their respective Equity Securities with respect to Investor Business Opportunities and (c) none of Varsity, Gilroy or any of their respective Affiliates, directors, officers, employees or holders of their respective Equity Securities shall have any obligation to communicate or offer any Investor Business Opportunity to the Company or any Member thereof and may pursue any Investor Business Opportunity solely for its own account.

Section 5.9 Restrictive Covenants.

(a) Non-Compete. During the Restricted Period, no Common Member shall engage in a business, directly or indirectly, that provides services similar to and competitive with those services provided by the Company and its Subsidiaries in any manner whatsoever, within

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the Restricted Territory. For purposes of this Agreement, "*Restricted Territory*" shall mean a geographic radius, as of the applicable date of determination, of forty-five (45) miles of any of the Company's or its Subsidiary's then offices and forty-five (45) miles of any locations in which the Company or any of its Subsidiaries provides services; provided, that after a Common Member ceases to own any Common Units, the Restricted Territory shall be determined as of the date the Common Member ceased to own any Common Units and "*Restricted Period*" shall mean the period commencing on the date such Common Member acquired Common Units and terminating on the two (2) year anniversary of the date in which such Common Member and its Affiliates cease to own any Common Units. For purposes of clarity, no Common Member shall be deemed to have breached the terms of this clause (a) solely as a result of providing medical and related health care services, the provision of which requires a professional license or other health care regulatory approval from a governmental authority.

(b) Non-Solicit. During the period commencing on the date a Common Member acquires Common Units and terminating on the two (2) year anniversary of the date in which such Common Member and its Affiliates cease to own any Common Units, a Common Member shall not, directly or indirectly, employ, cause to be employed or hired, recruit, solicit for employment or otherwise contract for the services of, any employees or independent contractors or former employees or independent contractors of the Company or any of its Subsidiaries.

ARTICLE VI.
MANAGEMENT

Section 6.1 The Board of Directors.

(a) Powers of the Board of Directors; Composition of the Board of Directors.

(i) Subject to the restrictions contained in this Agreement, including Section 5.3, the Board of Directors will manage the Company in accordance with this Agreement and will have full, exclusive and complete discretion to manage and control the business and affairs of the Company, to make all decisions affecting the business and affairs of the Company and to take all such actions as the Board of Directors deems necessary or appropriate to accomplish the purpose of the Company as set forth herein. All action required or permitted to be taken by the Company may be taken by the Board of Directors or by or at the direction of one or more Officers of the Company appointed pursuant to the provisions hereof, who will be subject to the supervision, direction and control of the Board of Directors. Subject to Section 5.3, the Board of Directors will have the power and authority to direct the Officers to, and the Officers will upon such direction by the Board of Directors, take such action as the Board of Directors deems proper, convenient or advisable to carry on the business and purposes of the Company and to exercise any and all of the powers of the Company set forth in Section 3.2 and, consistent with such direction, will have the authority to bind the Company. The Board of Directors shall manage the Company in accordance with Applicable Law and in a manner that it reasonably believes to be prudent and consistent with its fiduciary and other duties.

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(ii) The Board of Directors shall consist of up to seven Directors (unless otherwise determined by the vote of the Board of Directors). The Directors shall be designated as follows: up to four Directors shall be designated by Varsity (the "*Preferred Directors*"); Dr. Lowder shall be designated as a Director so long as Dr. Lowder remains an employee of the Company Group (the "*Common Director*"); one Director may be designated by the Preferred Directors, after consultation with the Common Director; provided that such Director shall not be an Affiliate of Varsity (the "*Independent Director*"); and the Chief Executive Officer of the Company shall be designated as a Director. The initial Directors are set forth on Exhibit B.

(b) Meetings; Quorum; Proxies; Action by the Board of Directors at a Meeting.

(i) Meetings of the Board of Directors shall take place from time to time, but not less frequently than once each fiscal quarter at the offices of the Company or at such other location as may be determined by the Board of Directors. Meetings of the Board of Directors may only be called by any Preferred Director or by the Chairman of the Board of Directors. Written notice of every meeting of the Board of Directors or any committees thereof shall be given to each Director at least four (4) calendar days prior to the date of such meeting. Such notice need not state the purpose or purposes of, nor the business to be transacted at, such meeting, except as may otherwise be required by law or provided for in this Agreement. Notice of any meeting of the Board of Directors may be given personally, by mail, courier, electronic mail or other reasonably appropriate means. Notice of a meeting need not be given to any Director who signs a waiver of notice or a consent to holding the meeting or a consent in lieu of meeting or an approval of the minutes of a meeting, whether before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice. At all meetings of the Board of Directors, business shall be transacted in such order as shall from time to time be determined by the Chairman of the Board of Directors or, if there is no Chairman of the Board of Directors, by a chairman selected by a majority of the Board of Directors in attendance at such meeting.

(ii) The presence (either in person or by proxy) of Directors holding at least four (4) Director Votes shall constitute a quorum for the transaction of the business of the Board of Directors.

(iii) The actions and decisions of the Board of Directors shall be determined at meetings of the Board of Directors at which a quorum is present by the approval of at least four (4) Director Votes. Each Director that has been appointed, other than the Preferred Directors, shall have one Director Vote and the Preferred Directors shall collectively have four (4) Director Votes (with each of such Director Votes allocated equally among all Preferred Directors at such meeting). Any Director shall have the right to appoint any other Director to act as proxy or otherwise on his or her behalf and in his or her place at any meeting of the Board of Directors which he or she is unable to attend. The same Director may act as proxy or otherwise on behalf of more than one Director. For the purposes of clarity, each Preferred Director attending a meeting of the

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Board of Directors shall automatically serve as a proxy for any Preferred Director not attending such meeting.

(iv) The Members acknowledge and agree that the terms and conditions of the Varsity Management Services Agreement (including the fees payable to Varsity Management thereunder) and the Company's entry into the Varsity Management Services Agreement have been approved prior to the date of this Agreement.

(c) Chairman of the Board of Directors. Meetings of the Board of Directors shall be presided over by the Chairman of the Board of Directors, who shall be shall be chosen by the Preferred Directors. Mr. David Alpern shall be the initial Chairman of the Board of Directors. The Chairman of the Board of Directors shall not have additional votes as a result of serving as the Chairman.

(d) Minutes. The decisions and resolutions of each meeting of the Board of Directors shall be reported in minutes, which shall state the date and place of the meeting, the Directors present, the resolutions put to a vote and the results of the voting. The minutes shall be filed in the minute book of the Company at the principal place of business of the Company. The Chairman of the Board of Directors shall appoint a Person to act as secretary of each meeting of the Board of Directors, which person shall take the minutes of such meeting. A copy of the minutes shall be provided to each Director upon request.

(e) Action by Consent of the Board of Directors. Any action required or permitted to be taken at a meeting of the Board of Directors may be taken without a meeting if a majority of the Director Votes consents thereto in writing. Any consent satisfying the provisions of this Section 6.1(e) shall have the same effect as a vote of the members of the Board of Directors at a duly convened meeting of the Board of Directors. The consents shall be filed in the minute book of the Company at the principal place of business of the Company.

(f) Telephone Conference. Directors may participate in a meeting of the Board of Directors or any committee thereof through the use of conference telephone or similar communications equipment, provided that all of the Directors participating in such meeting can communicate with each other. Participation in a meeting pursuant to this Section 6.1(f) shall constitute presence at the meeting for all purposes.

(g) Resignation; Removal. Any Director may resign at any time upon written notice to the Company. Such resignation shall be effective upon receipt thereof by the Company or at such time as may be specified in the notice of resignation. A Preferred Director or Independent Director may only be removed with the prior written consent of the holders of a majority of the Preferred Units then outstanding, with or without cause. The Common Director may not be removed prior to the termination of his or her employment with the Company Group.

(h) Vacancies. In the event that a vacancy is created on the Board of Directors at any time by the death, disability, retirement, resignation or removal (with or without cause) of a Preferred Director or Independent Director, the holders of a majority of the Preferred Units then outstanding shall have the right to designate a replacement Director to fill such vacancy at any time and from time to time. In the event that a vacancy is created on the Board of

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Directors at any time by the death, disability, retirement, or resignation of the Common Director, the holders of a majority of the Common Class A Units then outstanding shall have the right to designate a replacement Common Director to fill such vacancy at any time and from time to time; provided that such replacement Common Director must be an employee or service provider of the Company Group prior to his appointment.

(i) Compensation of Directors. Unless otherwise determined by the Board of Directors, Directors shall not be entitled to compensation from the Company for their services as a Director; provided, that nothing shall prevent any Director from receiving compensation for such Director's services as an Officer of the Company. The Company shall reimburse all Directors for their reasonable travel, lodging and meal expenses in connection with their attendance at meetings of the Board of Directors and any committees thereof. Notwithstanding the foregoing, the Board of Directors shall have the right to grant Membership Units to the Independent Directors.

(j) Limitation of Liability. Except as otherwise prohibited by the Delaware Act and subject to the provisions of this Section 6.1(j), neither the Board of Directors nor any Director shall be liable, responsible or accountable for damages or otherwise to the Company or any Member for any action taken or failure to act within the scope of the authority conferred on the Board of Directors or the Directors by this Agreement, by Applicable Law or by the Members. This Agreement is not intended to, and does not, create or impose any fiduciary duty on any of the Members, the Board of Directors or any Director or Officer (each, a "*Covered Person*"). Nothing in this Agreement or any other current or future agreement or understanding between any Covered Person and the Company, shall limit this Section 6.1(j).

(k) Waiver of Fiduciary Duties. Each of the Members and the Company hereby waives any and all fiduciary duties owed by the Directors that, absent such waiver, may be implied by any applicable law, and in doing so acknowledges and agrees that the duties, liabilities and obligations of each Director to the Company and the Members are only as expressly set forth in this Agreement. The provisions of this Agreement, to the extent that they restrict the duties, liabilities and obligations of a Director otherwise existing at law or in equity, are agreed by the Company and the Members to replace such other duties and liabilities, other than any duty of good faith or fair dealing, of such Director. The Company hereby renounces, to the fullest extent permitted by the Delaware Act and Applicable Law, any interest or expectancy of the Company in, or in being offered, an opportunity to participate in any Investor Business Opportunity. Nothing in this Agreement or any other current or future agreement or understanding between any Director and the Company, shall limit this Section 6.1(k).

Section 6.2 Officers.

(a) General. The Company may have such officers as the Board of Directors shall from time to time determine (collectively, the "*Officers*"). Any number of offices may be held by the same Person. Officers need not be Members, Directors or residents of the State of Delaware. Nothing contained herein nor shall the ownership of any Membership Units confer upon any Person the right to employment or to remain in the employ of the Company. Nothing contained in this Section 6.2(a) shall be deemed to limit or otherwise abridge any rights or

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obligations to which the Company or an Officer may be subject pursuant to the terms of any employment, management or other similar agreement.

(b) Appointment of Officers. The Board of Directors shall have the sole power to designate Officers. Any Officers so designated shall have such authority and perform such duties as the Board of Directors may, from time to time, delegate to them by written resolution of the Board of Directors. The Board of Directors may assign titles to particular Officers. Each Officer shall hold office for the term for which he or she is elected or until he or she shall resign or shall have been removed in the manner hereinafter provided. The initial Officers of the Company are set forth on Exhibit C.

(c) Compensation of Officers. The salaries or other compensation, if any, of the Officers of the Company shall be fixed from time to time by the Board of Directors.

(d) Resignation/Removal. Any Officer may resign as such at any time. Such resignation shall be made in writing and shall take effect at the time specified therein or, if no time be specified, at the time of its receipt by the Board of Directors. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation. Subject to the terms of any applicable employment agreement, any Officer may be removed as such, either with or without cause, at any time by the Board of Directors.

(e) Titles. The Board of Directors may permit any of the Officers of the Company to use additional or alternative titles or job descriptions in furtherance of the Company's business. Each Officer shall be deemed for purposes of this Agreement to be acting in his capacity as an Officer of the Company notwithstanding the permitted title or titles used by such Person.

ARTICLE VII.
AMENDMENTS

Section 7.1 Amendments. Any amendment to this Agreement will be adopted and be effective as an amendment hereto if approved by (a) the Board of Directors and (b) a majority of the Preferred Directors; provided, however, that no amendment will be made, and any such purported amendment will be void and ineffective, to the extent the result thereof would be to: (i) impose an obligation on a Member's to make an additional Capital Contribution without the Consent of the Member so affected, (ii) adversely affect the non-economic rights or obligations of a Member in a manner disproportionate to its effect on other Members holding the same Class of Membership Units without the Consent of the Member so affected, (iii) cause the Company to be treated as anything other than a partnership for purposes of United States income taxation without the Consent of all the Members or (iv) amend Article VIII, Article IX, Article X or this Section 7.1 without the Consent of all the Members. Notwithstanding the foregoing, the proviso in the immediately preceding sentence will not apply to amendments relating to (x) the issuance of existing Membership Units, (y) the creation or issuance of additional Classes of Membership Units or (z) Section 4.8 or any other repurchase rights of Varsity or the Preferred Members. The Board of Directors shall provide to all Members a copy of any amendments to this Agreement.

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ARTICLE VIII.
DISTRIBUTIONS

Section 8.1 Distributions Generally. Subject to the other provisions of this Article VIII, the Board of Directors shall distribute Net Cash Available for Distribution when and as determined by the Board of Directors. Notwithstanding anything to the contrary contained in this Agreement, the Company, and the Board of Directors on behalf of the Company, shall not be required to make a distribution to any Member on account of its Membership Units if such distribution would violate the Act, Applicable Law or the terms of any contractual arrangement entered into by the Company.

Section 8.2 Interim Distributions. Subject to Section 8.1, Section 8.3 and Section 8.4 and Section 8.5, Net Cash Available for Distribution and all proceeds of a Deemed Liquidation Event will be distributed as follows:

(a) first, taking into account all amounts received pursuant to prior distributions pursuant to this Section 8.2, to the Preferred Members, pro rata in accordance with their Preferred Percentage Interest, until such time as each Preferred Member has received under this clause (a) a priority return of eight percent (8.0%) per annum, compounded quarterly, on the difference between the aggregate Capital Contributions of such Preferred Member reduced by the aggregate distributions to such Member under Section 8.2(b);

(b) second, taking into account all amounts received pursuant to prior distributions pursuant to this Section 8.2, to the Preferred Members, pro rata in proportion to any unpaid priority return under Section 8.2(a), until such time as each Preferred Member, has received cumulative distributions under this clause (b) equal to such Preferred Member's aggregate Capital Contributions;

(c) third, taking into account all amounts received pursuant to prior distributions pursuant to this Section 8.2, to the Common Members, pro rata in accordance with their Common Percentage, until such time as the Common Members have received cumulative distributions under this Section 8.2(c) equal to the Aggregate Common Percentage of all distributions made pursuant to Sections 8.2(a), (b) and (c); and

(d) thereafter, pro rata to the Members in accordance with their Percentage Interests.

For purposes of clarity, references to the aggregate Capital Contributions of each Preferred Member in clauses (a) and (c) of this Section 8.2 shall reflect, following the distributions provided under Section 8.4, the amounts shown as "Initial Capital Contributions" for such Preferred Member on Exhibit A attached hereto, which amounts reflect Capital Contributions after taking into account the distributions under Section 8.4.

Section 8.3 Tax Liability Distribution; Distributions Upon Liquidation.

(a) Within one hundred twenty (120) days following the end of each Fiscal Year (and within 30 days following the end of each quarter of such Fiscal Years, with respect to estimated taxes), the Company will make a cash distribution, to the extent that the Company

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shall have Net Cash Available for Distribution to make such distribution, to each Member in an amount intended, without taking into account any distribution made to such Member with respect to such Fiscal Year pursuant to Section 8.2, to enable each Member to discharge its United States federal, state, local and foreign income tax liabilities (including any estimated tax liabilities), if any, arising from this Agreement, but only to the extent provided in this Section 8.3(a) (a "*Tax Liability Distribution*"). The amount of any such Tax Liability Distribution to any Member shall be calculated at least once each Fiscal Year and shall equal the product of (i) the maximum combined United States federal and the highest relevant state and local tax rates applicable to any Member with respect to taxable income allocated to such Member by the Company (taking into account the character of such income and the deductibility of state and local taxes for federal income tax purposes) for such Fiscal Year and (ii) the total amount of income allocable to such Member for such Fiscal Year under this Agreement, which amount shall not take into account any allocations to such Member under Sections 743 and/or 704(c) of the Code. Any Tax Liability Distributions received pursuant to this Section 8.3(a) shall not reduce the amount of the next distribution(s) that the Member would otherwise receive pursuant to Section 8, including under Section 14.3(c) (but shall reduce the amount of the next distribution(s) that the Member would otherwise receive pursuant to Section 8.2(c) or (d), including under Section 14.3(c)).

(b) Distributions made in conjunction with the final liquidation of the Company shall be applied or distributed as provided in Section 14.3(c).

(c) For the avoidance of doubt, because of the timing of distributions the conditions provided in one of the clauses in Section 8.2 may be satisfied as of the time of a particular distribution, but may not still be satisfied at the time of a later distribution, in which case distributions will be made pursuant to the earliest stage in the distribution waterfall set forth in Section 8.2 with regard to all conditions that are not then satisfied.

Section 8.4 Initial Borrowing Distribution. Notwithstanding Section 8.2, on the date of this Agreement, after the consummation of the Borrowing (as defined in the Colonial Acquisition Agreement), the Company shall make an initial distribution of such Borrowing proceeds to the Preferred Members and Class A Common Members in the amounts set forth on Schedule 8.4 hereto, respectively; provided that, the parties intend that such Borrowing proceeds shall be distributed immediately prior to Gilroy becoming a Member and thus, Gilroy shall not receive any Borrowing proceeds.

Section 8.5 Profits Interest Distributions. Notwithstanding anything in Section 8.2 to the contrary, no distribution shall be made to a Profits Interest Member with respect to such Profits Interest Member's Common Class C Units pursuant to Section 8.2 until the aggregate amount of prior distributions to all other Members pursuant to Section 8.2 equals such Profits Interest Member's Threshold Amount with respect to such Common Class C Units held by the Profits Interest Member. With respect to the distributions to the Common Class C Units held by a Profits Interest Member, the Company shall withhold all amounts otherwise distributable with respect to the Common Class C Units that are not vested and shall distribute those amount to the holders of those unvested Common Class C Units only upon vesting of those Common Class C Units.

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Section 8.6 Withholding.

(a) The Company may withhold distributions or portions thereof if it is required to do so by any Applicable Law. Each Member hereby authorizes the Company to withhold from or pay on behalf of or with respect to such Member any amount of federal, state, local or foreign taxes that the Board of Directors determines that the Company is required to withhold or pay with respect to any amount distributable or allocable to such Member pursuant to this Agreement. Any amounts so withheld or paid on behalf of or with respect to a Member pursuant to this Section 8.6 shall be deemed to have been distributed to such Member. To the extent that the cumulative amount of such withholding for any period exceeds the distributions to which such Member is entitled for such period, the amount of such excess may, in the discretion of the Board of Directors, be considered a loan from the Company to such Member, with an annual compounded interest rate equal to eight percent (8%) (provided, however, that any income derived from such deemed loan shall not be allocated to or distributed to the Member requiring such loan), until discharged by such Member by repayment, which may, at the option of the Board of Directors, be satisfied (i) out of distributions to which such Member would otherwise be subsequently entitled, or (ii) by the immediate payment in cash to the Member of such excess amount. The Board of Directors, on behalf of the Company, shall be entitled to take any other action it determines to be necessary or appropriate in connection with any obligation or possible obligation to impose withholding pursuant to any tax law or to pay any tax with respect to a Member. Unless prohibited by applicable law, each Member hereby unconditionally and irrevocably grants to the Company a security interest in such Member's interest to secure such Member's obligation to pay to the Company any amounts required to be paid pursuant to this Section 8.6. Each Member shall take such actions as the Company shall request in order to perfect or enforce the security interest created hereunder. Each Member's obligations hereunder shall survive the dissolution, liquidation or winding up of the Company.

(b) If any tax assessment or other governmental charge is withheld or deducted from any amount payable to the Company, the amount so deducted or withheld will be treated for purposes of this Agreement as an expense of the Company; provided that to the extent such amount is withheld or deducted by reason of the status of some Members (the "*Affected Members*") but not all Members, the related expenses shall (i) without duplication of any withholding deemed distributed pursuant to Section 8.6(a), reduce the amount of Net Cash Available for Distribution to such Affected Members pursuant to Section 8.2 and Section 8.3(a), and (ii) without duplication, reduce the amount of Net Income (or increase the amount of Net Loss) allocated to such Affected Members pursuant to Section 9.1(b). For purposes of applying the foregoing provisions, taxes paid, incurred or withheld by the Company or its Subsidiaries, or withheld from any distribution received by the Company or a Subsidiary, in each case on behalf of or in respect of a Member, will be treated as amounts distributed to such Member at the time such taxes are paid, incurred or withheld.

Section 8.7 Distributions In-Kind. No right is given to any Member to demand and receive property other than cash. Distributions made prior to the liquidation of the Company will only take the form of cash or Marketable Securities. Upon liquidation of the Company, the Board of Directors will endeavour to make distributions as described in the preceding sentence, but distributions may also include non-marketable Securities, with prior notice to the Members, and such distributions may, at the direction of each Member, be made directly to the Member or

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indirectly through the use of a liquidating trust or other entity. In addition, any in-kind distributions shall be made in such a fashion as to ensure that the Fair Market Value is distributed and allocated in accordance with this Article VIII and that each Member to which such distribution is then being made receives an amount no greater than its *pro rata* share of such in-kind distributions (except as otherwise provided in this Agreement).

Section 8.8 No Return of Distributions. No Member shall be required to return any distributions made pursuant to this ARTICLE VIII, other than as required by applicable law.

ARTICLE IX.
ALLOCATIONS

Section 9.1 Allocation of Net Income and Net Loss.

(a) Net Income and Net Loss and items thereof shall be determined and allocated with respect to each Fiscal Year of the Company as of the end of such Fiscal Year and at any time the Gross Asset Values of Company Assets are adjusted pursuant to clause (b) or clause (c) of the definition thereof, and more often as required hereby or by the Code.

(b) Subject to the other provisions of this Article IX, Net Income and Net Loss for any Fiscal Year or other period shall be allocated in a manner such that the Capital Account balances of each of the Members shall be equal to (i) the amount that each Member would have been entitled to receive pursuant to Section 8.2 if the Company were liquidated at such time and liquidating distributions were governed by Section 8.2 (and taking into account, for purposes of this Section 9.1, the effect of Section 8.3 and Section 8.5), assuming that all Company Assets were sold for cash equal to their respective Gross Asset Values and all Company liabilities were satisfied (limited with respect to each Nonrecourse Liability to the Gross Asset Value of the Company Assets securing such liability), minus (ii) such Member's share of Company Minimum Gain and Member Minimum Gain, computed immediately before the hypothetical sale of Company Assets. The Members agree that the Preferred Members' right to receive the priority return described in Section 8.2(b) is intended to reflect a right to an allocable share of Net Income and not an allocation of gross income or a guaranteed payment within the meaning of Section 707(a) or (c) of the Code. Notwithstanding the foregoing, upon a liquidation of the Company pursuant to Section 14.3, the Company shall, to the extent necessary, allocate individual items of income, gain, loss or deduction of the Company among the Members such that the Capital Account balance of each Member is as nearly as possible, on a proportionate basis, equal to the amounts provided for in the preceding sentence of this Section 9.1(b). Notwithstanding any other provision of this Agreement the Board of Directors may make such allocations of Net Income or Net Loss (or items thereof) as it deems reasonably necessary to give economic effect to the provisions of this Agreement, taking into such facts and circumstances as it deems reasonably necessary for this purpose.

Section 9.2 Regulatory Allocations. Notwithstanding the foregoing provisions of this Article IX, the following special allocations shall be made in the following order of priority:

(a) Minimum Gain Chargeback. If there is a net decrease in Company Minimum Gain during a Company taxable year, then each Member shall be allocated items of

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Company income and gain for such taxable year (and, if necessary, for subsequent years) in an amount equal to such Member's share of the net decrease in Company Minimum Gain, determined in accordance with Treasury Regulations Section 1.704-2(g)(2). This Section 9.2(a) is intended to comply with the minimum gain chargeback requirement of Treasury Regulations Section 1.704-2(f) and shall be interpreted consistently therewith.

(b) Member Minimum Gain Chargeback. If there is a net decrease in Member Minimum Gain attributable to a Member Nonrecourse Debt during any Company taxable year, each Member who has a share of the Member Minimum Gain attributable to such Member Nonrecourse Debt, determined in accordance with Treasury Regulations Section 1.704-2(i)(5), shall be specially allocated items of Company income and gain for such taxable year (and, if necessary, subsequent years) in an amount equal to such Member's share of the net decrease in Member Minimum Gain attributable to such Member Nonrecourse Debt, determined in accordance with the provisions of Treasury Regulations Section 1.704-2(i)(3). This Section 9.2(b) is intended to comply with the partner nonrecourse debt minimum gain chargeback requirement of Treasury Regulations Section 1.704-2(i)(4) and shall be interpreted consistently therewith.

(c) Qualified Income Offset. If any Member unexpectedly receives an adjustment, allocation, or distribution of the type contemplated by Treasury Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5) or (6), items of income and gain shall be allocated to all such Members (in proportion to the amounts of their respective Adjusted Capital Account Deficits) in an amount and manner sufficient to eliminate their respective Adjusted Capital Account Deficits as quickly as possible. It is intended that this Section 9.2(c) qualify and be construed as a "qualified income offset" within the meaning of Treasury Regulations Section 1.704-1(b)(2)(ii)(d).

(d) Limitation on Allocation of Net Loss. If the allocation of Net Loss to a Member as provided in Section 9.1 hereof would create or increase an Adjusted Capital Account Deficit, there shall be allocated to such Member only that amount of Net Loss as will not create or increase an Adjusted Capital Account Deficit. The Net Loss that would, absent the application of the preceding sentence, otherwise be allocated to such Member shall be allocated to the other Members in accordance with their relative Percentage Interests, subject to the limitations of this Section 9.2(d).

(e) Nonrecourse Deductions and Member Nonrecourse Deductions. The Nonrecourse Deductions for each taxable year of the Company shall be allocated to the Members in proportion to their Percentage Interests. The Member Nonrecourse Deductions shall be allocated each year to the Member that bears the economic risk of loss (within the meaning of Treasury Regulations Section 1.752-2) for the Member Nonrecourse Debt to which such Member Nonrecourse Deductions are attributable.

(f) Curative Allocation. The allocations set forth in Sections 9.2(a), 9.2(b), 9.2(c), 9.2(d), and 9.2(e) hereof (the "*Regulatory Allocations*") are intended to comply with certain requirements of Treasury Regulations Sections 1.704-1(b) and 1.704-2(i). Notwithstanding the provisions of Section 9.1(b), the Regulatory Allocations shall be taken into account in allocating other items of income, gain, loss and deduction among the Members so

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that, to the extent possible, the net amount of such allocations of other items and the Regulatory Allocations to each Member shall be equal to the net amount that would have been allocated to each such Member if the Regulatory Allocations had not occurred.

Section 9.3 Tax Allocations.

(a) Except as provided in Section 9.3(b) hereof, for income tax purposes under the Code and the Treasury Regulations, each Company item of income, gain, loss and deduction shall be allocated among the Members in the same manner as the Company's correlative item of "book" income, gain, loss or deduction is allocated pursuant to this Article IX.

(b) Tax items with respect to a Company Asset that is contributed to the Company with a Gross Asset Value that varies from its basis in the hands of the contributing Member immediately preceding the date of contribution shall be allocated among the Members for income tax purposes pursuant to Treasury Regulations promulgated under Code Section 704(c) so as to take into account such variation. The Company shall account for such variation under any method approved under Code Section 704(c) and the applicable Treasury Regulations as chosen by the Board of Directors. If the Gross Asset Value of any Company Asset is adjusted subsequent to its contribution pursuant to the definition of "Gross Asset Value", subsequent allocations of income, gain, loss and deduction with respect to such Company Asset shall take account of any variation between the adjusted basis of such Company Asset for federal income tax purposes and its Gross Asset Value in the same manner as under Code Section 704(c) and the Treasury Regulations promulgated thereunder using any method approved under Code Section 704(c) and the applicable Treasury Regulations as chosen by the Board of Directors. Allocations pursuant to this Section 9.3(b) are solely for purposes of federal, state and local taxes and shall not affect, or in any way be taken into account in computing, any Member's Capital Account or share of Net Income, Net Loss and any other items or distributions pursuant to any provision of this Agreement.

Section 9.4 Other Provisions.

(a) For any Fiscal Year during which Membership Units are transferred among the Members or to another Person, the portion of the Net Income, Net Loss and other items of income, gain, loss, deduction and credit that are allocable with respect to such Membership Units shall be apportioned between the transferor and the transferee under any method allowed pursuant to Section 706 of the Code and the applicable Treasury Regulations as determined by the Board of Directors.

(b) For purposes of determining a Member's proportional share of the Company's "excess nonrecourse liabilities" within the meaning of Treasury Regulations Section 1.752-3(a)(3), each Member's interest in income and gain shall be such Member's Percentage Interest.

Section 9.5 Binding Effect. All allocations, calculations, distributions and determinations made by the Board of Directors or its independent public accountants in accordance with this Agreement shall be final and binding on all Members.

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ARTICLE X.
ADMISSION OF AND WITHDRAWAL OF BY MEMBERS; TRANSFERS

Section 10.1 No Withdrawal of Members; Inactive Members. No Member shall be entitled to withdraw from the Company or receive any return of, or demand the return of, its Capital Contribution, or any other assets or capital, from the Company, including any property other than cash in respect of its Membership Units, except as set forth in this Agreement or upon the liquidation of the Company or as otherwise approved by the Board of Directors in its discretion.

Section 10.2 Transfers by Members.

(a) Certain Prohibitions. Except as specifically provided in this Agreement or any other agreement entered into between any Member and Varsity, no Common Member or Preferred Member other than Varsity may, directly or indirectly, sell, transfer, assign, convey, pledge, mortgage, encumber, hypothecate or otherwise dispose of or suffer the creation of an interest in or Lien on (a "*Transfer*") all or any part of its Membership Units without the consent of the Board of Directors, in its sole discretion. Any such Transfer as to which the Board of Directors may have consented may only be made upon compliance with Section 10.2(b). Each Common Class A Member shall take all actions necessary to prohibit each of its direct and indirect holders of its Equity Securities from any Indirect Transfers of such Equity Securities. Each Repurchase Member shall take all actions necessary to prohibit each of its direct and indirect holders of its Equity Securities from any Involuntary Transfers of such Equity Securities; provided that if an Involuntary Transfer occurs, notwithstanding the prohibitions in this Agreement, then the provisions of Section 10.2(e) shall apply.

(b) Conditions to Transfer. Any purported Transfer by a Member must satisfy the following additional conditions (any one or more of which may be waived by the Board of Directors):

(i) the Transferor or Transferee must undertake to pay all expenses incurred by the Company in connection therewith;

(ii) the Company must receive from the Person to whom such Transfer is to be made a counterpart of this Agreement executed by or on behalf of such Person and such other documents, instruments and certificates as may reasonably be requested by the Board of Directors pursuant to which such Transferee will become bound by this Agreement with respect to the Membership Units so Transferred;

(iii) the Company must receive from the proposed Transferor and Transferee such documents, opinions, instruments and certificates as the Board of Directors may reasonably request;

(iv) prior to making any such Transfer to a Transferee proposed by such Member, such proposed Transferor must deliver to the Company the opinion of counsel described in Section 10.2(c);

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(v) the Board of Directors must receive an opinion of counsel to the Company reasonably acceptable to the Board of Directors (or other assurances reasonably satisfactory to the Board of Directors) substantially to the effect that consummating such Transfer:

(A) will not cause the Company to be terminated pursuant to Section 708 of the Code, to lose its status as a partnership for United States federal income tax purposes, or to be considered a publicly traded partnership under Section 7704(b) of the Code; and

(B) will not require the Company to register as an investment company under the Investment Company Act or under any similar state securities laws; and

(vi) such Member is Transferring the Transferred Interest in the Company in such transaction to one or more Transferees, each of which is an "accredited investor" within the meaning of Regulation D promulgated under the Securities Act.

(c) Required Opinion of Counsel. The opinion of counsel referred to in Section 10.2(b)(iv) (unless waived by the Board of Directors) must be in form and substance reasonably satisfactory to the Board of Directors, must be from independent counsel reasonably satisfactory to the Board of Directors and (unless specified otherwise by the Board of Directors) must be substantially to the effect that the Transfer contemplated by the opinion is being made in a manner that is exempt from the registration requirements of the Securities Act and the registration or qualification requirements of applicable state securities laws.

(d) Nonconforming Transfers Void. Any actual or purported Transfer of the Membership Units of any Member that does not comply with the provisions of Section 10.2 shall be void *ab initio* and of no force and effect and shall not bind the Company. The Company will incur no liability for distributions made to any Transferor prior to compliance with Section 10.2 with respect to the Membership Unit that is the subject of any such actual or purported Transfer.

(e) Involuntary Transfers.

(i) If an Involuntary Transfer by a Common Member occurs, then the Common Member whose Common Units (or any direct or indirect interest therein) have been so transferred (or such Member's Legal Representative, beneficiary, heir, devisee, legatee, or testamentary trustee, if applicable) shall promptly, but in any event within 5 days after such Involuntary Transfer, give written notice to the Company, with a copy to the Person to whom the Involuntary Transfer was made (the "*Involuntary Transferee*"), stating the reason that the Involuntary Transfer occurred, the date of the Involuntary Transfer, the name and address of the Involuntary Transferee, and the number of Common Units and Class of such Common Units (or any direct or indirect interest therein) acquired by such Person and any other terms and conditions of the Involuntary Transfer.

(ii) The Company shall have the option to elect to purchase all or any portion of the Common Units involved in the Involuntary Transfer for a period ending on

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the later of (A) 120 days after the Company's receipt of the written notice under Section 10.2(e)(i), or (B) 30 days after determination of the Fair Market Value for such Common Units. The purchase price for such Common Units shall be the lower of (x) the Fair Market Value thereof, (y) the Original Cost thereof, and (z) the same price, if any, paid (directly or indirectly) for such Common Units in the Involuntary Transfer that gave rise to the option; provided, however, that if the Involuntary Transfer is a result of any bankruptcy, insolvency or similar proceedings, death, divorce, or involves a Transfer without consideration, the purchase price for such Common Units shall be the Fair Market Value thereof. The Company may exercise such option by giving written notice of exercise to the Involuntary Transferee within the period set forth above. Upon the Company's delivery of such written notice, the Involuntary Transferee shall be obligated to sell such Common Units in accordance with this Agreement. Subject to this Section 10.2(e)(ii), the purchase price for such Common Units shall be payable, at the Company's option, in cash, check or wire transfer or with a subordinated note with a two (2) year term, which note shall be on terms reasonably acceptable to all parties. The closing of the Company's purchase of such Common Units shall take place at the Company's principal executive office at such time and date as determined by the Company. Both the Common Member that made the Involuntary Transfer and the Involuntary Transferee shall represent and warrant in writing that he, she or it is the record and beneficial owner of the Common Units and shall execute and deliver such other documents, certificates and agreements as the Company shall reasonably request. Notwithstanding anything to the contrary contained in this Agreement, all repurchases of Common Units by the Company will be subject to applicable restrictions contained in the Delaware Limited Liability Company Act or such other governing corporate law, and in the Company's debt and equity financing agreements. If any such restrictions prohibit the repurchase of Common Units hereunder which the Company is otherwise entitled or required to make, then the Company may make such repurchases as soon as it is permitted to make repurchases under such restrictions.

(iii) If the Common Member does not give written notice of an Involuntary Transfer to the Company, then the Company may at any time give notice to such Member that it has obtained knowledge that an Involuntary Transfer has occurred and the periods set forth in Section 10.2(e)(ii) shall commence upon delivery of such notice to the applicable Member. If such option is not exercised in full by the Company within the applicable exercise periods, then the Involuntary Transferee may retain the Common Units that are not purchased pursuant to the exercise of such option, provided, that such Common Units shall be subject to the provisions of this Agreement (as if still held by the transferring Repurchase Member).

(f) Permitted Transfers.

(i) A Transfer by a Preferred Member of all or any portion of its Membership Units in the Company to a Preferred Permitted Transferee shall be permitted without the necessity of obtaining the approval of the Board of Directors, so long as such Transfer complies with Section 10.2(b). Such Preferred Transferee shall, upon becoming a member of the Company (if not already a Member), represent, warrant and covenant to

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the other Members the representations, warranties and covenants set forth in ARTICLE XV (as applied to such Preferred Permitted Transferee).

(ii) A Transfer by one or more Common Members of all or any portion of its Membership Units in the Company to a Common Permitted Transferee shall be permitted without the necessity of obtaining the approval of the Board of Directors, so long as such Transfer complies with Section 10.2(b). Such Common Permitted Transferee shall, upon becoming a member of the Company (if not already a Member), represent, warrant and covenant to the other Members the representations, warranties and covenants set forth in ARTICLE XV (as applied to such Common Permitted Transferee).

(g) Varsity Rights. In connection with any Transfer by Varsity of its Membership Units, it shall have the right, but not the obligation, to transfer all or a portion of its rights under this Agreement to the Transferee.

Section 10.3 Preemptive Rights. Subject to the terms and conditions of this Section 10.3 and applicable securities laws, if the Company issues, offers or sells any new Membership Units to a Person, the Company shall offer such Membership Units to the Preferred Members and Common Class A Members (collectively, the "*Preemptive Members*") in accordance with the Preemptive Percentage Interests and with the following provisions:

(a) The Company shall give notice (the "*Preemptive Offer Notice*") to each Preemptive Member, stating (i) the number of new Membership Units issued, offered, sold or to be issued, offered or sold (the "*New Membership Units*") and (ii) the price, terms, preferences and rights, if any, upon which it proposes to issue, offer or sell such New Membership Units. For the avoidance of doubt, nothing shall prevent the Company from offering such New Membership Units to the Preemptive Members promptly following the issuance or grant of such New Membership Units, including following any issuance or grant of New Membership Units to Varsity or its Affiliates; provided that any New Membership Units issued or sold in connection with such issuance shall be disregarded for purposes of calculating each Preemptive Member's Preemptive Percentage Interest at such time (but not for subsequent determinations).

(b) By notification to the Company within ten (10) days after the Preemptive Offer Notice is given, each Preemptive Member may elect to purchase or otherwise acquire, at the price and on the terms specified in the Preemptive Offer Notice, up to such Preemptive Member's Preemptive Percentage Interest; provided, however, that in the event any Preemptive Member does not purchase all of its Preemptive Percentage Interest of the New Membership Units, the Preferred Members shall have the right to purchase up to such Preferred Member's Preferred Percentage Interest (excluding any non-purchasing Preferred Member, if applicable) of such New Membership Units not purchased by the non-purchasing Preemptive Member; provided, further, that notwithstanding anything to the contrary contained herein, Group shall have the right to assign any of its rights set forth in this Section 10.3 to its shareholders or members, each of whom shall be automatically admitted as a Class A Member immediately upon his or her acquisition of any Membership Units, subject to the other requirements in this Agreement. The closing of any sale pursuant to this Section 10.3 shall occur within the later of (i) sixty (60) days of the date that the Preemptive Offer Notice is given and (ii) the date of initial issuance, offer or sale of the New Membership Units.

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(c) The Company may, during the 120-day period following the expiration of the ten (10)-day period provided in Section 10.3(b), issue, offer or sell to any Person or Persons at a price not less than, and upon terms no more favorable to the offeree than, those specified in the Preemptive Offer Notice (i) such portion of the New Membership Units which the Preemptive Members do not have the right to purchase pursuant to this Section 10.3 and (ii) any New Membership Units that the Preemptive Member does not elect to purchase pursuant to Section 10.3. If the Company does not consummate such issuance or sale of the New Membership Units within such 120-day period, the preemptive rights provided pursuant to this Section 10.3 shall be deemed to be revived and such New Membership Units shall not be issued, offered or sold unless first reoffered to the Preemptive Members in accordance with this Section 10.3.

(d) The preemptive rights set forth in this Section 10.3 shall not be applicable to (i) Membership Units issued to employees of the Company or any of its Subsidiaries pursuant to an equity incentive plan approved by the Board of Directors, (ii) Membership Units issued in an underwritten public offering of Securities, (iii) Membership Units issued in connection with the acquisition by the Company of another Person that is not an Affiliate of the Company or any Member (or the assets of another Person) that is approved by the Board of Directors or (iv) Membership Units issued at Fair Market Value (as determined by the Board of Directors in its sole discretion) to a physician employed by Colonial or any other medical practice group to which the Company provides services, which physician is not as of the date of this Agreement (A) already a physician employed by Colonial or (B) a member or shareholder of Group.

(e) Notwithstanding anything in this Section 10.3 to the contrary, in the event that Varsity waives or fails to exercise its preemptive rights (and no Affiliate of Varsity is acquiring any New Membership Units in such transaction) pursuant to this Section 10.3, no other Member may exercise any preemptive right pursuant to this Section 10.3 with respect to the offering in which Varsity waived or failed to exercise its preemptive rights.

Section 10.4 Drag-Along Rights.

(a) If Varsity (the "*Drag-Along Seller*") desires to Transfer Membership Units to one or more third parties (collectively, the "*Purchaser*") that is not an Affiliate of Varsity, the Drag-Along Seller shall have the right (a "*Drag-Along Right*") to require each other Member to use reasonable efforts to (i) take all action necessary or appropriate in order to cause or enable the Drag-Along Seller or the Company, as applicable, to effect such transaction and (ii) sell, Transfer or otherwise dispose of a corresponding percentage of its Membership Units (as compared to the percentage of the Drag-Along Seller's Membership Units being sold in such transaction) to the Purchaser on the same terms and conditions, for the same per unit consideration for each Class of Membership Units and at the same time as the Membership Units being sold by the Drag-Along Seller (a transaction described above, a "*Drag-Along Sale*").

(b) In order to exercise a Drag-Along Right, the Drag-Along Seller shall notify each other Member thereof, such notice to set forth the principal terms and conditions of the proposed Drag-Along Sale. Each other Member will use its reasonable efforts to take all actions reasonably requested by the Drag-Along Seller in connection with the consummation of such Drag-Along Sale.

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(c) In a Drag-Along Sale, if required, the Members shall execute the same documents as the Drag-Along Seller and make customary representations and warranties, including, if required, with respect to title to and ownership of such Member's Membership Units and the due power and authority of such Member in connection with such Transfer. Without limiting the foregoing, each Member shall, if required, sign any and all documents, certificates and other deliveries requested to facilitate such Drag-Along Sale, and be severally (but not jointly) obligated to join on a *pro rata* basis (based on its share of the aggregate proceeds received by such Member in such sale) in any indemnification obligation the Board of Directors agrees to in connection with such Transfer (other than any such obligations that relate specifically to such Member, such as indemnification with respect to representations and warranties given by such Member); provided, however, that no Member shall be obligated in connection with such sale to indemnify any party in an aggregate amount in excess of the net cash proceeds actually paid to and received by that Member in such Transfer, other than in respect of fraud or representations with respect to title to and ownership of such Member's Membership Units, the due power and authority of such Member in connection with such Transfer and other matters specific to such Member. In addition to the foregoing, if requested by the Drag-Along Seller, in connection with a Drag-Along Sale, each Common Member shall agree to enter into any non-compete or non-solicit covenants requested by a buyer; provided that, in no event shall the term (which shall be reset at the date of the closing of such Drag-Along Sale), geography or scope of such covenants be longer in term, larger in geographical distance (based on the locations of the Company and any of its Subsidiaries' offices and the locations that the Company or any of its Subsidiaries' provides services to as of the date of the closing of the Drag-Along Sale) or larger in scope, than the term, geography or scope of the equivalent covenants in the Colonial Acquisition Agreement; provided that, the definition of competing business and the scope of such business for such purposes shall be defined as the business of the Company as of the date of the closing of the Drag-Along Sale.

(d) Upon the consummation of a Drag-Along Sale, the Drag-Along Seller and each other Member shall receive that portion of the aggregate consideration being paid for the Membership Units sold pursuant to the Drag-Along Sale (the "*Drag-Along Consideration*") equal to the amount each Member would have been entitled to receive under Section 8.2 if the Drag-Along Sale were a Deemed Liquidation Event, assuming (i) the only Membership Units outstanding are the Membership Units being sold in the Drag-Along Sale, (ii) for the purposes of calculating the distributions to which each Preferred Member is entitled under Section 8.2(a) and Section 8.2(b), the Capital Contributions of each Preferred Member will be deemed to be equal to the product of (A) the Capital Contributions of such Preferred Member as of the date of the Drag-Along Sale and (B) the Applicable Percentage and (iii) any distributions previously paid pursuant to Section 8.2(a) and Section 8.2(b) shall deemed to be equal to the product of (1) the total distributions previously paid to such Preferred Member as of the date of the Drag-Along Sale under Section 8.2(a) and Section 8.2(b) with respect to all Preferred Units held by such Preferred Member as of the date of the Drag-Along Sale and (2) the Applicable Percentage. In the event that different Classes of Membership Units and Interests are being sold in the Drag-Along Sale, the Board of Directors shall determine any equitable adjustment reasonably necessary to give effect to these provisions taking into consideration the characteristics of such different Classes of Membership Units.

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(e) In connection with the consummation of any Deemed Liquidation Event, each Member acknowledges and agrees that it shall:

(i) consent to and raise no objections against any such Deemed Liquidation Event properly authorized and consummated pursuant to the terms hereof;

(ii) not exercise any rights of appraisal, dissenters' rights or similar rights, all of which are hereby waived; and

(iii) take all reasonably necessary actions in his, her or its capacity as a Member as and when requested by the Board of Directors.

Section 10.5 Tag-Along Rights.

(a) Subject to Section 10.5(f), except for a Transfer to a Common Permitted Transferee or a Preferred Permitted Transferee in accordance with Section 10.2(f), if at any time Varsity (the "*Selling Member*") proposes to Transfer all or any of its Membership Units to a Purchaser, the Selling Member shall first offer (the "*Tag-Along Offer*") to the other Members (each an "*Offeree*") by delivery of a written notice (the "*Offer Notice*") offering the other Members the option to sell such Member's Percentage Interests of Membership Units being sold in such transaction (a transaction described above, a "*Tag-Along Sale*"). The Offer Notice shall identify the Purchaser and the aggregate number of Membership Units the Purchaser is offering to purchase, the Tag Along Consideration (as defined below) being offered and all other material terms and conditions of the Tag-Along Offer.

(b) For a period of thirty (30) days following its receipt of the Offer Notice (the "*Tag-Along Period*"), each Offeree shall have the right to irrevocably accept the Tag-Along Offer, exercisable by delivery of a written notice of acceptance (the "*Tag-Along Acceptance*") on the terms and conditions specified in the Tag-Along Offer to the Selling Member, with a copy to each other Offeree.

(c) If one or more Offerees elects to accept the Tag-Along Offer by delivering a Tag-Along Acceptance (which must be received by the Selling Member prior to the expiration of the Tag-Along Period), the Selling Member shall use all commercially reasonable efforts to cause the Purchaser to agree to acquire all of the applicable Membership Units included in such Tag-Along Acceptances (the "*Tag-Along Units*") upon the same terms and conditions set forth in the Offer Notice. If the Purchaser is unwilling or unable to acquire all of Tag-Along Units upon such terms, then the Selling Member may elect either to cancel such sale or to proceed with such sale by reducing the number of Selling Member Membership Units to be sold pursuant to the Tag-Along Sale and the number of Tag-Along Units to be sold pursuant to the Tag-Along Acceptances such that the total number of Selling Member Membership Units to be sold by the Selling Member, on the one hand, and the total number of Tag-Along Units to be sold by the Offerees who delivered a Tag-Along Acceptance, on the other hand, shall each be reduced by being multiplied by a fraction, the numerator of which is equal to the total number of Membership Units the Purchaser is willing to purchase and the denominator of which is equal to the aggregate of the total number of Selling Member Membership Units proposed to be sold by the Selling Member and the total number of Tag-Along Units proposed to be sold by the

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Offerees who delivered a Tag-Along Acceptance (such final amount for each Offeree, the "*Applicable Tag-Along Amount*"). Within ten (10) Business Days after the end of the Tag-Along Period, the Selling Member shall notify each Offeree who delivered a Tag-Along Acceptance of the Applicable Tag-Along Amount and also how many Membership Units the Selling Member is selling compared to the total number of applicable Membership Units (including Selling Member Membership Units) being sold.

(d) Upon the consummation of such Tag-Along Sale, the Selling Member and each Offeree who delivered a Tag-Along Acceptance shall receive that portion of the aggregate consideration for the Membership Units sold pursuant to such Tag-Along Sale ("*Tag-Along Consideration*") equal to (i) the amount being paid by such Purchaser in the Tag-Along Sale multiplied by (ii) a fraction, the numerator of which is the total number of Membership Units the Selling Member or Offeree, as applicable, is selling in such Tag-Along Sale, and the denominator of which is equal to the total number of Membership Units being sold in such Tag-Along Sale.

(e) The Purchaser shall have 90 days, commencing on the day the Offer Notice is mailed, in which to purchase from the Selling Member and the Offerees, the number of Selling Member Membership Units and Tag-Along Units, as applicable, as determined pursuant to this Section 10.5. The terms and conditions of such Tag-Along Sale shall be as set forth in the Offer Notice, and the timing of such sale of Tag-Along Units shall be contemporaneously with the sale of the Selling Member Membership Units. If at the end of such 90-day period the Purchaser has not completed the purchase of all the Selling Member Membership Units and all the Offerees' Membership Units proposed to be sold, the provisions of this Section 10.5 shall continue to be in effect with respect to all such Membership Units as if no Offer Notice had been given with respect thereto.

(f) Notwithstanding anything in this Section 10.5 to the contrary, in no event shall any holder of Common Units be entitled to participate in a Tag-Along Sale unless the Deemed Per Unit Consideration being paid in such Tag-Along Sale is equal to or in excess of the Minimum Price Per Unit.

ARTICLE XI.
BOOKS AND RECORDS

Section 11.1 Books, Records and Financial Statements.

(a) At all times during the continuance of the Company, the Company will maintain, at its principal place of business, separate books of account for the Company that will show a true and accurate record of all costs and expenses incurred, all charges made, all credits made and received and all income derived in connection with the operation of the Company business in accordance with generally accepted accounting principles consistently applied, and, to the extent inconsistent therewith, in accordance with this Agreement. Such books of account, together with a copy of this Agreement and of the Certificate, will at all times be maintained at the principal place of business of the Company and will be open to inspection and examination at reasonable times by each Member and its duly authorized representative for any purpose reasonably related to such Member's interest as a member of the Company.

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(b) The Board of Directors will prepare and maintain, or cause to be prepared and maintained, the books of account of the Company and shall oversee the preparation of the information set forth in clause (c). The expenses associated with preparing the information or documents described in clause (c) shall be expenses of the Company.

(c) The following financial information will be transmitted by the Company to Varsity, and made available to each Common Class A Member upon request (provided that such requesting Common Class A Member holds a Common Percentage of at least 5%), within 90 days after the close of each Fiscal Year:

(i) audited balance sheet of the Company as of the beginning and close of such Fiscal Year;

(ii) audited statement of Company profits and losses for such Fiscal Year;

(iii) statement of such Member's Capital Account as of the close of such Fiscal Year, and changes therein during such Fiscal Year;

(iv) a statement indicating such Member's share of each item of Company income, gain, loss, deduction or credit for such Fiscal Year for income tax purposes; and

(v) a certificate of the Chief Executive Officer certifying that all distributions to the Members during such Fiscal Year, if any, have been made in accordance with this Agreement.

(d) The following financial information will be transmitted by the Company to Varsity within forty-five (45) days after the close of each calendar quarter:

(i) balance sheet of the Company as of the beginning and close of such quarter; and

(ii) statement of Company profits and losses for such quarter.

Section 11.2 Accounting Method. For both financial and tax reporting purposes and for purposes of determining profits and losses, the books and records of the Company will be kept in accordance with generally accepted accounting principles consistently applied and will reflect all Company transactions and be appropriate for the Company's business.

Section 11.3 Audit. The annual financial statements of the Company will be audited by an independent certified public accountant, as determined by the Board of Directors. Any such audit will be accompanied by a report of such accountant containing its opinion.

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ARTICLE XII.
TAX MATTERS

Section 12.1 Preparation of Tax Returns. The Tax Matters Member will arrange for the preparation and timely filing of all returns relating to Company income, gains, losses, deductions and credits, as necessary for federal, state and local income tax purposes and will provide the Members with applicable Form Schedules K-1 within one hundred twenty (120) days following the end of the Fiscal Year of the Company.

Section 12.2 Tax Matters. Varsity is hereby designated as the tax matters partner of the Company for purposes of Section 6231(a)(7) of the Code prior to its amendment by the Revised Partnership Audit Procedures and as the "partnership representative" of the Company for any tax period subject to the provisions of Section 6223 of the Code, as amended by the Revised Partnership Audit Procedures and in such capacity is authorized and required to represent the Company in connection with any administrative proceeding at the Company level with the Internal Revenue Service relating to the determination of any item of Company income, gain, loss, deduction or credit for federal income tax purposes. The Members acknowledge and agree that Varsity, as Tax Matters Member, may take actions to minimize any obligations of the Company to pay taxes and interest in connection with any audit of the Company, including, if the Tax Matters Member so determines, by means of elections under Section 6226 of the Code and/or the Members filing amended returns under Section 6225(c)(2) of the Code, in each case as amended by the Revised Partnership Audit Procedures. The Members agree to cooperate in good faith, including without limitation by timely providing information reasonably requested by the Tax Matters Member and making elections and filing amended returns reasonably requested by the Tax Matters Member, and by paying any applicable taxes, interest and penalties, to give effect to the preceding sentence. The Company shall make any payments it may be required to make under the Revised Partnership Audit Procedures and, in the Tax Matters Member's discretion, allocate any such payment among the current or former Members of the Company for the "reviewed year" to which the payment relates in a manner that reflects the current or former Members' respective interests in the Company for that year and any other factors taken into account in determining the amount of the payment. To the extent payments are made by the Company on behalf of or with respect to a current Member in accordance with this Section 12.2, such amounts shall, at the election of the Tax Matters Member, (a) be applied to and reduce the next distribution(s) otherwise payable to such Member under this Agreement or (b) be paid by the Member to the Company within thirty (30) days of written notice from the Tax Matters Member requesting the payment. In addition, if any such payment is made on behalf of or with respect to a former Member, that Member shall pay over to the Company an amount equal to the amount of such payment made on behalf of or with respect to it within thirty (30) days of written notice from the Tax Matters Member requesting the payment. Any cost or expense incurred by the Tax Matters Member in connection with its duties, including the preparation for or pursuance of administrative or judicial proceedings, will be paid by the Company. The provisions contained in this Section 12.2 shall survive the dissolution of the Company and the withdrawal of any Member or the Transfer of any Member's interest in the Company and shall apply to any current or former Member.

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Section 12.3 Taxation as Partnership. The Company shall at all times be treated as a partnership for federal and state income tax purposes and neither the Board of Directors nor the Members shall change such classification without the Consent of the Members.

ARTICLE XIII.
LIABILITY AND INDEMNIFICATION

Section 13.1 Liability.

(a) Except as otherwise provided by the Delaware Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, will be solely the debts, obligations and liabilities of the Company, and no Indemnified Person will be obligated personally for any such debt, obligation or liability of the Company solely by reason of being an Indemnified Person.

(b) Except as otherwise expressly required by the Delaware Act or Applicable Law, neither the Board of Directors nor any Member will have any liability, whether to the Company, the Board of Directors, to any of the other Members or to the creditors of the Company, for (i) any loss suffered by the Company or any other Member that arises out of any investment or other action or omission of any other Indemnified Person if such action or omission did not constitute gross negligence, intentional misconduct or fraud or (ii) the debts, liabilities, contracts or other obligations of the Company. Notwithstanding the foregoing, an Indemnified Person will be liable to the Company and the other Indemnified Persons for such Indemnified Person's material breach of his, her, its express obligations under this Agreement as determined by arbitration under Section 16.1, and any payments expressly required to be made by such Indemnified Person pursuant to this Agreement.

Section 13.2 Indemnification.

(a) Agreement to Indemnify. The Company will, to the fullest extent permitted by Applicable Law, indemnify and hold harmless each Indemnified Person against all claims, liabilities and expenses of whatever nature ("*Claims*") relating to activities undertaken in connection with or in relation to the Company or this Agreement, including amounts paid in satisfaction of judgments, in compromise or as fines and penalties, and attorneys', accountants' and other professionals' fees and expenses and all other expenses reasonably incurred in the defense, prosecution or preparation for the defense or prosecution of, or preparing to testify as a witness in connection with, any such Claim (all of such amounts covered by this Section 13.2 are referred to as "*Damages*") imposed upon or reasonably incurred by such Indemnified Person in connection with the defense, prosecution or other disposition of any action, suit, arbitration or other proceeding (a "*Proceeding*"), whether civil, criminal, administrative or investigative, before any court, administrative body or arbitrator in which such Indemnified Person may be or may have been involved, as a party or otherwise, or with which such Indemnified Person may be or may have been threatened, except with respect to any matter as to which such Indemnified Person did not act in good faith and in the reasonable belief that such Indemnified Person's action was in or not opposed to the best interests of the Company or constituted gross negligence, intentional misconduct or fraud. No indemnification will be payable pursuant to this Section 13.2 to an Indemnified Person:

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(i) against any liability incurred by reason of conduct that has been finally determined (without right to further appeal) to be Disabling Conduct by such Indemnified Person;

(ii) in respect of any action by or in the right of the Company against such Indemnified Person if such Indemnified Person is adjudged to be liable to the Company unless and only to the extent that the court in which such proceeding was brought or an arbitrator pursuant to an arbitration conducted pursuant to Section 16.1 determines upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such Indemnified Person is fairly and reasonably entitled to indemnity for such expenses which such court or arbitrator deems proper; and

(iii) in respect of any proceeding brought or maintained by such Indemnified Person against the Company, the Board of Directors or any Member or such Member's Affiliates.

The termination of any Proceeding by judgment, order, settlement or conviction or upon a plea of *nolo contendere* or its equivalent will not, of itself, create a presumption that such Indemnified Person was guilty of Disabling Conduct or that such Person did not act in good faith, and in a manner such Indemnified Person reasonably believed to be in or not opposed to the best interests of the Company or that such Indemnified Person had reasonable cause to believe that its conduct was unlawful.

(b) Certain Determinations. All determinations that the applicable standards of conduct have been met for indemnification under this Section 13.2 will be made by the Board of Directors in the good-faith exercise of their judgment, except, with respect to the Directors, to the extent directors and executive officers of a corporation incorporated under the laws of the State of Delaware would have personal liability for Damages under the laws of the State of Delaware; provided, however, that if the determination is being made with respect to an Indemnified Person who is also a member of, or has a representative on, the Board of Directors, such Person or their representative shall not participate in such determination by the Board of Directors.

(c) Advancement of Monies. In the discretion of the Board of Directors, expenses incurred by an Indemnified Person in connection with any Claim that may be subject to a right of indemnification hereunder may be advanced by the Company prior to the final disposition thereof upon the Company's receipt of an undertaking by or on behalf of the Indemnified Person to repay such amount to the Company if it is determined ultimately that the Indemnified Person is not entitled to be indemnified hereunder in respect of such Claim.

(d) Reimbursement. To the extent that any Indemnified Person has been successful on the merits or otherwise in defense of a Claim referred to in Section 13.2(a) hereof or an action by or in the right of the Company, the Company will indemnify such Indemnified Person against all expenses actually and reasonably incurred by such Indemnified Person in connection therewith.

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(e) Notice of Claims, etc. Promptly after receipt by an Indemnified Person of notice of the commencement of any Claim or threatened Claim referred to in this Section 13.2, such Indemnified Person must, if a claim for indemnification in respect thereof is to be made against the Company, give written notice to the Company of such Claim; provided, however, that the failure of any Indemnified Person to give notice as provided herein will not relieve the Company of its obligations under this Section 13.2, except to the extent that the Company is prejudiced by such failure to give notice. Subject to any attorney-client privilege or similar consideration, each Indemnified Person must keep the Board of Directors apprised of the progress and status of any such Claim. Subject to any attorney-client privilege or similar consideration, the Board of Directors will furnish to each Member such information concerning any such Claim to which such Member is a party as such Member may from time to time reasonably request.

(f) Participation in Defense. In case any Proceeding is brought against any Indemnified Person for which such Person is seeking indemnity hereunder, the Company will be entitled to participate in and to assume the defense thereof to the extent that the Board of Directors in their discretion may determine, with counsel reasonably satisfactory to such Indemnified Person, unless in the opinion of independent counsel to such Indemnified Person a conflict of interest exists or may reasonably be expected to arise between the Company and such Indemnified Person. After the Company so assumes the defense thereof, the Company will not be liable for expenses subsequently incurred by the Indemnified Person in connection with the defense thereof. The Company will not consent to entry of any judgment or enter into any settlement which does not include as an unconditional term thereof the giving by the claimant or plaintiff to such Indemnified Person of a release from all liability in respect of such Claim. If the Company does not elect to assume the defense of an Indemnified Person, such Indemnified Person may not enter into any settlement for which he, she or it seeks to be indemnified under this Agreement without the Consent of the Board of Directors.

(g) Limitation on Indemnification. The indemnification to be provided by the Company pursuant to this Section 13.2 will only be recoverable out of the assets of the Company.

(h) Survival. The provisions of this Section 13.2 will not survive the termination of the Company and the final distribution of its assets as a result thereof, and following such termination, neither any Member nor any Indemnified Person will have any claim for indemnification hereunder against any Member or against or with respect to any assets or properties distributed to such Member at any time. The provisions of this Section 13.2 will survive in favor of any Indemnified Person.

ARTICLE XIV.
DISSOLUTION, LIQUIDATION AND TERMINATION

Section 14.1 Dissolution. The Company will be dissolved and its affairs will be wound up upon the occurrence of any of the following events:

(a) the entry of a decree of judicial dissolution under Section 18-802 of the Delaware Act; or

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(b) Board of Directors consent to dissolve the Company.

Section 14.2 Notice of Dissolution. Upon the dissolution of the Company, the Board of Directors will promptly notify the Members of such dissolution.

Section 14.3 Liquidation. Upon dissolution of the Company, subject to Section 14.4 below, the Board of Directors, as liquidating trustee, will immediately commence to wind up the Company's affairs; provided, however, that a reasonable time will be allowed for the orderly liquidation of the assets of the Company and the satisfaction of liabilities to creditors so as to enable the Members to minimize the normal losses attendant upon a liquidation. The cash proceeds from the liquidation of Company Assets shall be applied or distributed by the Company in the following order:

(a) first, to the creditors of the Company (including the Board of Directors and any Members that are creditors to the extent permitted by law), in satisfaction of liabilities of the Company other than liabilities for distributions to Members pursuant to Sections 18-601 and 18-604 of the Delaware Act, and as reasonable reserves therefor;

(b) second, to Members and former Members in satisfaction of liabilities, if any, for distributions pursuant to Sections 18-601 and 18-604 of the Delaware Act, and as reasonable reserves therefor; and

(c) third, to the Members in accordance with Section 8.2.

Section 14.4 Termination. The Company will terminate when all of the assets of the Company have been distributed in the manner provided for in this Article XIV, and the Certificate will have been cancelled in the manner required by the Delaware Act.

Section 14.5 Claims of the Members. Members and former Members may look solely to the Company's assets for the return of their Capital Contributions, and if the assets of the Company remaining after payment of or due provision for all debts, liabilities and obligations of the Company are insufficient to return such Capital Contributions, the Members and former Members will have no recourse against the Company or any other Member.

ARTICLE XV.
REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE MEMBERS; CONFIDENTIALITY

Section 15.1 Representations, Warranties and Covenants. Each Member represents and warrants to and covenants with the other Members and the Company as follows:

(a) This Agreement constitutes the legal, valid and binding obligation of such Member, enforceable against such Member in accordance with its terms.

(b) No consents or approvals from, or notification of or filings with, any Governmental Authority or other Person are required for such Member to enter into this Agreement.

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(c) The execution and delivery of this Agreement by such Member and the consummation of the transactions contemplated hereby by such Member do not conflict with or contravene the provisions of any agreement or instrument by which he or its properties are bound or Applicable Law to which such Member or its properties are subject.

(d) It will not Transfer or offer to Transfer all or any part of its Membership Units in the Company in violation of this Agreement, the Securities Act or any other Applicable Law.

(e) Such Member's Membership Units are intended to be and are being acquired solely for such Member's own account for investment and with no present intention of distributing or reselling all or any part thereof; such Member acknowledges that he is able and is prepared to bear the economic risk of making all Capital Contributions contemplated hereby and to suffer any loss of such Member's Membership Units, including any Capital Contributions made by such Member.

ARTICLE XVI.
MISCELLANEOUS

Section 16.1 Dispute Resolution. To the fullest extent permitted by Applicable Law, any controversy, dispute, or claim between or among any of the Company, the Board of Directors, any Member, any Indemnified Person and any third-party beneficiary of this Agreement arising out of, in connection with, or in relation to the interpretation, performance or breach of this Agreement or any agreement or other instrument executed pursuant hereto or otherwise arising out of the execution of any of the foregoing, including any claim based on contract, tort or statute, shall be determined, at the request of the Company, any Member, any Indemnified Person or any such third-party beneficiary, by arbitration conducted in the English language in Delaware in accordance with and to the extent permitted by the Rules for Commercial Arbitration of the American Arbitration Association as in effect on the date that demand for such arbitration is filed with the American Arbitration Association. The arbitrator shall set forth its determination in writing (which shall be sent to each party to such arbitration) and shall enumerate in reasonable detail the basis of his determination. To the fullest extent permitted by Applicable Law, any judgment or award rendered by the arbitrator will be final, conclusive and binding. Judgment may be entered on any final, unappealable arbitration award by any Federal or State court or other court having jurisdiction thereof. The pendency of any arbitration under this Section 16.1 shall not relieve any Member of its obligations under this Agreement, including the obligations to make Capital Contributions on a timely basis. To the fullest extent permitted by Applicable Law, any controversy concerning whether a dispute is an arbitrable dispute or as to the interpretation or enforceability of this Section 16.1 shall be determined by the arbitrator. To the fullest extent permitted by Applicable Law, if the Company, the Board of Directors, any Member, any Indemnified Person or any such third-party beneficiary shall resort to legal proceedings for injunctive or other similar relief pending the outcome of any such arbitration proceeding or prior to the initiation thereof, such Person shall not be deemed to have waived its rights to cause such matter or any other matter to be referred to arbitration pursuant to this Section 16.1. The arbitrator shall be a retired or former judge of any appellate court or Superior Court of the State of Delaware or the United States District Court for the District of Delaware, provided such individual has substantial professional experience with

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regard to corporate or Company legal matters. It is intended that this Agreement to arbitrate be valid, enforceable and irrevocable. The arbitrator shall have authority in his discretion to grant injunctive relief, award specific performance and impose sanctions upon any party to any such arbitration. In his award, the arbitrator shall allocate, in his discretion, among the parties to the arbitration all costs of arbitration, including the fees of the arbitrator and reasonable attorneys' fees, costs and expert witness expenses of the parties.

Section 16.2 Notices. All notices provided for in this Agreement must be in writing, duly signed by the party giving such notice, and must be delivered, faxed or mailed, as follows.

(a) If given to the Company or the Board of Directors, at the Company's mailing address set forth below;

c/o Colonial Family Practice, LLC
325 Broad Street
Sumter, SC 29150
Facsimile: (803) 418-0202
Attention: Clayton R. Lowder, III, M.D.

With a copy to:

c/o Varsity Management Company, LLC
1875 Century Park East, #1980
Los Angeles, CA 90067
Attn: David Alpern

With a copy, which alone shall not constitute notice, to:

Morgan, Lewis & Bockius LLP
101 Park Avenue
New York, New York 10178
Attn: Jonathan D. Morris
Facsimile: (212) 309-6001

With a copy, which alone shall not constitute notice, to:

Morgan, Lewis & Bockius LLP
1111 Pennsylvania Avenue, NW
Washington, DC 20004
Attn: Joyce A. Cowan
Facsimile: (202) 739-3001

(b) If to Varsity, to:

c/o Varsity Management Company, LLC
1875 Century Park East, #1980
Los Angeles, CA 90067

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Attn: David Alpern

With a copy, which alone shall not constitute notice, to:

Morgan, Lewis & Bockius LLP
101 Park Avenue
New York, New York 10178
Attn: Jonathan D. Morris
Facsimile: (212) 309-6001

With a copy, which alone shall not constitute notice, to:

Morgan, Lewis & Bockius LLP
1111 Pennsylvania Avenue, NW
Washington, DC 20004
Attn: Joyce A. Cowan
Facsimile: (202) 739-3001

(c) If to any other Member, at the address set forth opposite such Member's name on Exhibit A.

All such notices will be deemed to have been given when received.

Section 16.3 Failure to Pursue Remedies.

The failure of any party to seek redress for violation of, or to insist upon the strict performance of, any provision of this Agreement will not prevent a subsequent act, which would have originally constituted a violation from having the effect of an original violation.

Section 16.4 Cumulative Remedies. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party will not preclude or waive such party's right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Section 16.5 Binding Effect. This Agreement will be binding upon and inure to the benefit of all of the parties and, to the extent permitted by this Agreement, their successors, legal representatives and assigns.

Section 16.6 Interpretation. Throughout this Agreement, nouns, pronouns and verbs will be construed as masculine, feminine, neuter, singular or plural, whichever is applicable. Unless otherwise indicated, all references herein to "Articles," "Sections" and paragraphs refer to corresponding provisions of this Agreement.

Section 16.7 Severability. The invalidity or unenforceability of any particular provision of this Agreement will not affect the other provisions hereof, and this Agreement will be construed in all respects as if such invalid or unenforceable provision were omitted.

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Section 16.8 Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. All counterparts will be construed together and will constitute one instrument.

Section 16.9 Waiver. No rights or remedies hereunder be waived except as approved by the Board of Directors in writing. Any waiver given for breach or default will be effective only for the breach or default which it addresses and will not be deemed a waiver of any other breach or default.

Section 16.10 Further Assurances. Each Member agrees to execute any additional documents and to perform any additional acts as are, or become, necessary or convenient to carry out the purposes of this Agreement.

Section 16.11 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the formation of, and the terms and conditions relating to the management, operation, business and affairs of, the Company, and supersedes all prior oral and written, and all contemporaneous oral, understandings, negotiations and agreements with respect to the subject matter hereof.

Section 16.12 Treatment for Tax Purposes. The Members and the Company will take all reasonable actions, including the amendment of this Agreement and the execution of other documents, as may be reasonably required to qualify for and receive treatment as a partnership for United States federal, state and local tax purposes.

Section 16.13 Governing Law. This Agreement and the rights of the parties hereunder will be interpreted in accordance with the laws of the State of Delaware, and all rights and remedies will be governed by such laws without regard to principles of conflict of laws.

[The remainder of this page has been intentionally left blank]

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above stated.

THE COMPANY:

FAMILY CARE PARTNERS HOLDINGS LLC

By: _____
Name: Clayton R. Lowder, III, M.D.
Title: Authorized Person

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COMMON CLASS A MEMBERS:

NCFP GROUP LLC

By: _____

Name: Clayton R. Lowder, III, M.D.
Title: Manager

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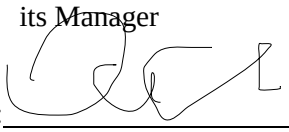
PREFERRED MEMBERS:

VARSITY FAMILY CARE PARTNERS, LLC

By: Varsity Management Company, LLC,
its Manager

By: 

Name: David Alpern
Title: Manager

By:_____

Name: Kenton Rosenberry
Title: Manager

PREFERRED MEMBERS:

VARSITY FAMILY CARE PARTNERS, LLC

By: Varsity Management Company, LLC,
its Manager

By:_____
Name: David Alpern
Title: Manager

By:_____
Name: Kenton Rosenberry
Title: Manager

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By: David V. Gilroy Digitally signed by David V. Gilroy DN: cn=David V. Gilroy, o, ou, email=gilroy@scalefinance.com, c=US Date: 2015.12.18 15:11:00 -05'00'

David Gilroy

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COMMON CLASS B MEMBER:

By:_____
Dr. John K. Baker

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SUBSCRIPTION AGREEMENT

This SUBSCRIPTION AGREEMENT (this "Agreement"), is dated as of October 5, 2016, by and among Family Care Partners Holdings LLC, a Delaware limited liability company (the "Company"), and Dr. John K. Baker, a South Carolina resident ("Investor"). Certain defined terms have the respective meanings given to such terms in Section 5 below.

WHEREAS, subject to the terms and conditions set forth in this Agreement, Investor desires to purchase from the Company, and the Company desires to issue and sell to Investor, Class B Units of the Company (the "Purchased Units"), in the quantity and for the aggregate purchase price set forth on Schedule A hereto; and

WHEREAS, concurrently with the execution and delivery of this Agreement, Investor shall execute and deliver a counterpart to the LLC Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Company and Investor agree as follows:

1. Purchase and Sale of Units. Concurrently with the execution of this Agreement, Investor will purchase, and the Company will issue and sell to Investor, the number of Purchased Units set forth on Schedule A hereto in exchange for the aggregate purchase price set forth on Schedule A hereto ("Purchase Price"). Concurrently with the execution of this Agreement, Investor will deliver to the Company (or its designee) by wire transfer of immediately available funds the Purchase Price and the Company will record the issuance and sale of the Purchased Units to Investor pursuant to the terms and conditions of this Agreement on its books and records.

2. Representations and Warranties of Investor. In connection with the issuance, purchase and sale of the Purchased Units hereunder, Investor represents and warrants to the Company that:

(a) Organization and Standing. Investor is resident of the State of South Carolina.

(b) Authority for Agreement. Investor has the requisite power, authority and legal capacity to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated by this Agreement. This Agreement has been duly executed and delivered by Investor and, assuming the due authorization, execution and delivery by the Company, constitutes a legal, valid and binding obligation of Investor enforceable against Investor in accordance with its terms subject, as to enforcement of remedies, to bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting the rights and remedies of creditors generally and to the effect of general principles of equity.

(c) No Conflict. Neither execution and delivery of this Agreement by Investor, nor the performance of this Agreement by Investor and the consummation of the transactions contemplated by this Agreement, shall: (i) conflict with, or violate any Law or Judgment, in each case, applicable to Investor or by which Investor is bound or affected, or (ii) result in a breach of or constitute a default (or an event which with notice or lapse of time or both would become such a default) under, give to others any right of termination, amendment,

acceleration or cancellation of, result in the triggering of any payment or other obligation or any right of consent under, any note, bond, mortgage, indenture, contract, agreement, lease, license, permit, franchise or other instrument or obligation to which Investor is a party or by which Investor is bound.

(d) Required Filings and Consents. Neither the execution and delivery of this Agreement by Investor shall, nor shall the performance of this Agreement by Investor and the consummation of the transactions contemplated by this Agreement, require any consent, waiver, license, approval, order, authorization or permit of, or declaration, registration, filing with, or notification to, any Governmental Authority.

(e) Brokers. No broker, finder, financial advisor or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with this Agreement or the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Investor for which the Company or any of its Affiliates could have any Liability.

(f) Litigation. There is no Litigation pending or threatened against or affecting Investor that has had a material adverse effect on Investor's ability to consummate the transactions contemplated by this Agreement.

(g) Investment Representations and Warranties.

(i) Investor has such knowledge and experience in financial and business matters so as to be capable of evaluating the merits and risks of its investment in the Purchased Units and Investor possesses adequate financial resources and is able to bear the economic risk of the investment in the Purchased Units for an indefinite period of time because the Purchased Units are subject to the transfer restrictions contained in the LLC Agreement and have not been registered under the Securities Act or the securities Laws of any state or other jurisdiction;

(ii) Investor understands and agrees further that, subject to the limited rights set forth in this Agreement, (1) the Purchased Units issued to Investor must be held indefinitely unless such Purchased Units are subsequently registered under the Securities Act or other applicable securities Laws or an exemption from registration under the Securities Act and applicable Laws covering the sale of such Purchased Units is available; (2) the Company has no obligation or present intention to register the Purchased Units under the Securities Act; (3) even if such an exemption is available, the assignability and transferability of the Purchased Units will be governed by this Agreement and the LLC Agreement, which impose restrictions on transfer; and and (4) if such Purchased Units are certificated, legends stating that such Purchased Units have not been registered under the Securities Act and such applicable Laws and setting out or referring to the restrictions on the transferability and resale of the Purchased Units will be placed on all certificates evidencing such Purchased Units;

(iii) Investor has had an opportunity to ask questions and receive answers concerning the terms and conditions of the offering of the Purchased Units and has had full access to such other information concerning the Company as Investor has requested. Investor has reviewed, or has had an opportunity to review, a copy of the LLC Agreement;

(iv) Investor is an "accredited investor" within the meaning of Rule 501(a) of Regulation D promulgated under the Securities Act and Investor qualifies as such because he or she is either (check applicable box):

☐ a natural person whose individual net worth, or joint net worth with that person's spouse, at the time of his purchase exceeds $1,000,000 (excluding the value of the primary residence of such natural person)[1]; or

☐ a natural person who had an individual income in excess of $200,000 in each of the two most recent years or joint income with that person's spouse in excess of $300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year.

(v) Investor will, upon the request of the Company, provide reasonable documentary support from Investor's status as an accredited investor; and the Purchased Units to be acquired by Investor pursuant to this Agreement are being acquired for Investor's own account and not with a view to any distribution thereof or with any present intention of offering or selling any of the Purchased Units in a transaction that would violate the Securities Act or the securities Laws of any state of the United States of America or any other applicable jurisdiction; and

(vi) Investor acknowledges that the Company will rely upon the accuracy and truth of the foregoing representations in this Section 2 and hereby consents to such reliance.

3. Representations and Warranties of Company. In connection with the issuance, purchase and sale of the Purchased Units hereunder, the Company represents and warrants to Investor that:

(a) Organization and Standing. The Company is a limited liability company duly organized, validly existing and in good standing under the Laws of the State of Delaware.

(b) Authority for Agreement. The Company has all necessary power and authority, as the case may be, to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated by this Agreement. The execution, delivery and performance by the Company of this Agreement, and the consummation by the Company of the transactions contemplated by this Agreement, have been duly authorized by all necessary actions on the part of the Company and no other proceedings on the part of the Company are necessary to authorize this Agreement or to consummate the transactions contemplated by this Agreement with respect to the Company. This Agreement has been duly executed and delivered by the Company and, assuming the due authorization, execution and

[1] For purposes of calculating the net worth of a natural person, the amount of any mortgage or other indebtedness secured by such person's primary residence must be netted against the value of such residence. If the amount of such indebtedness is less than the estimated fair market value of such residence, it need not be considered as a liability deducted from such natural person's net worth (except that if the amount of indebtedness outstanding at the time of the sale of securities exceeds the amount outstanding 60 days before such time, other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability). If the amount of such indebtedness exceeds the estimated fair market value of such residence, then that excess liability must be deducted from such natural person's net worth.

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delivery by Investor, constitutes a legal, valid and binding obligation of the Company enforceable against the Company in accordance with its terms subject, as to enforcement of remedies, to bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting the rights and remedies of creditors generally and to the effect of general principles of equity.

(c) No Conflict. Neither execution and delivery of this Agreement by the Company, nor the performance of this Agreement by the Company and the consummation of the transactions contemplated by this Agreement, shall: (i) conflict with or violate the Company's governing documents, (ii) conflict with, or violate any Law or Judgment, in each case, applicable to the Company, or (iii) result in a breach of or constitute a default (or an event which with notice or lapse of time or both would become such a default) under, give to others any right of termination, amendment, acceleration or cancellation of, result in the triggering of any payment or other obligation or any right of consent under, or result in the creation of a Lien pursuant to, any note, bond, mortgage, indenture, contract, agreement, lease, license, permit, franchise or other instrument or obligation to which the Company is a party or by which the Company is bound.

(d) Required Filings and Consents. Neither the execution and delivery of this Agreement by the Company shall, nor shall the performance of this Agreement by the Company and the consummation of the transactions contemplated by this Agreement, require any Governmental Authorization.

(e) Issuance of Purchased Units. The Purchased Units purchased hereunder are duly authorized, validly issued and nonassessable and are being delivered to Investor free and clear of all Liens (other than as set forth in the Company's governing documents or arising under applicable securities Laws).

(f) Brokers. No broker, finder, financial advisor or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with this Agreement or the transactions contemplated by this Agreement based upon arrangements made by or on behalf of the Company for which Investor could have any Liability.

(g) Disclaimer. Notwithstanding anything contained in this Agreement to the contrary, Investor acknowledges and agrees that neither the Company nor any of its affiliates, directors, officers, employees, shareholders, partners, members or other representatives, has made or will make any representations or warranties whatsoever, express or implied, beyond those expressly given by the Company in this Section 3. Without limiting the generality of the foregoing, Investor acknowledges that no representations or warranties are made with respect to any projections, forecasts, estimates, budgets or prospective information that may have been or will be made available to such Investor or any of its representatives. Investor further acknowledges that neither the Company nor any of its affiliates, directors, officers, employees, shareholders, partners, members or other representatives, shall have or be subject to any Liability to Investor or any other Person resulting from the issuance of the Purchased Units to Investor or any other investor, or Investor's use of or reliance on, any information regarding the Company furnished or made available to Investor and its representatives in connection with the transactions contemplated hereby, except as expressly set forth in this Agreement and applicable securities Laws.

4. Other Agreements.

(a) Investor acknowledges that the transfer of the Purchased Units is subject to the provisions of the Securities Act, applicable state securities Laws.

(b) The Purchased Units shall be subject to the provisions contained in the LLC Agreement, including, without limitation, the Company Purchase Rights set for in Section 4.8 thereof, the Restrictive Covenants set forth in Section 5.9 thereof and the Transfer Resections set forth in Article X thereof.

5. Definitions.

"Board of Directors" has the meaning set forth in the LLC Agreement.

"Class" has the meaning set forth in the LLC Agreement.

"Fair Market Value" has the meaning set forth in the LLC Agreement.

"Governmental Authority" means any nation or government, any state or other political subdivision thereof and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including any government authority, agency, department, board, commission or instrumentality of the United States, of any state of the United States or any political subdivision thereof, and any tribunal or arbitrator(s) of competent jurisdiction.

"Judgment" means any temporary restraining order, preliminary or permanent injunction or other judgment, charge, order, writ, ruling, determination, directive, decree, award or settlement (whether civil, criminal or administrative) entered, enacted, promulgated, enforced or issued by any court or other Governmental Authority of competent jurisdiction in the United States or any foreign jurisdiction (in each such case whether preliminary or final).

"Law" means all applicable provisions of all (a) constitutions, treaties, statutes, laws, rules, regulations, ordinances, orders or other pronouncement having the effect of law of any Governmental Authority, (b) Governmental Approvals and (c) directives, orders, decisions, judgments, awards and decrees of any Governmental Authority.

"Liabilities" means any and all debts (including interest thereon and any prepayment penalties applicable thereto), liabilities, claims, demands and obligations, whether fixed, contingent or absolute, matured or unmatured, liquidated or unliquidated, accrued or not accrued, known or unknown, whenever or however arising (including whether arising out of contract or tort based on negligence or strict liability).

"Liens" means, as to any Person, any mortgage, lien, pledge, adverse claim, charge, security interest or other encumbrance in, or any interest or title of any vendor, lessor, lender or other secured party to or of such person under any conditional sale or other title retention agreement or capital lease with respect to, any property or asset owned or held by such Person, or the signing or filing of a financing statement which names such Person as debtor, or

the signing of any security agreement authorizing any other party as the secured party thereunder to file any financing statement.

"Litigation" means any claim, hearing, suit, action, litigation, investigation, indictment, subpoena, demand, arbitration or other proceeding (whether civil, criminal, administrative, investigative or informal) commenced, brought, conducted, or heard by or before, or otherwise involving any Governmental Authority or arbitrator.

"LLC Agreement" means the Company's Limited Liability Company Agreement, as amended from time to time in accordance with its terms.

"Member" has the meaning set forth in the LLC Agreement.

"Person" means a company, a corporation, an association, a partnership, a limited liability company, an organization, a joint venture, a trust or other legal entity, an individual, a government or political subdivision thereof or a governmental agency.

"Securities Act" means the Securities Act of 1933, as amended.

"Units" has the meaning set forth in the LLC Agreement.

6. Further Assurances. From time to time following the date hereof, the parties hereto shall execute and deliver such other instruments and shall take such other actions as any other party hereto may reasonably request in order to consummate, complete and carry out the transactions contemplated by this Agreement.

7. Notices. Any notice provided for in this Agreement must be in writing and must be either personally delivered, sent by facsimile if confirmation is available or by electronic mail (including in portable document format (.pdf)) or sent by reputable overnight courier service (charges prepaid) to the recipient at the address indicated in the Company's records. Any notice under this Agreement will be deemed to have been given when so delivered or sent.

8. Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective with respect to Investor when one or more counterparts have been signed by the Company and Investor and delivered to such other party (including by facsimile or other electronic image scan transmission).

9. Entire Agreement; Third Party Beneficiaries. This Agreement (a) constitutes the entire agreement, and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof and (b) is not intended to and does not confer upon any Person other than the parties hereto any legal or equitable rights or remedies.

10. Successors and Assigns. This Agreement is intended to bind and inure to the benefit of and be enforceable by the parties hereto and their respective successors, heirs and permitted assigns. No party may assign this Agreement without the prior written consent of the Company.

11. Governing Law; Waiver of Jury Trial. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF DELAWARE, REGARDLESS OF THE LAWS THAT MIGHT OTHERWISE GOVERN UNDER APPLICABLE PRINCIPLES OF CONFLICTS OF LAWS THEREOF. The parties hereto hereby waive, to the fullest extent permitted by applicable Law, any right to trial by jury with respect to any action or proceeding arising out of or relating to this Agreement. Each party hereto hereby waives, to the fullest extent permitted by applicable Law, any right it may have to a trial by jury in respect of any suit, action or other proceeding arising out of this Agreement or the transactions contemplated hereby. Each party hereto certifies that no representative, agent or attorney of any other party has represented, expressly or otherwise, that such party would not, in the event of any action, suit or proceeding, seek to enforce the foregoing waiver.

12. Specific Performance. The parties to this Agreement acknowledge and agree that each would be damaged irreparably in the event any of the provisions of this Agreement are not performed in accordance with their specific terms or otherwise are breached. Accordingly, the parties hereto agree that each party shall be entitled to an injunction or injunctions to prevent breaches of the provisions of this Agreement and to enforce specifically this Agreement and the terms and provisions hereof in any action instituted in any court of the United States or any state thereof having jurisdiction over the parties to this Agreement and the matter, in addition to any other remedy to which they may be entitled, at law or in equity.

13. Amendments and Waivers. Any provision of this Agreement may be amended or waived only with the prior written consent of each of the parties hereto.

14. Time is of the Essence. The parties to this Agreement hereby expressly acknowledge and agree that time is of the essence for each and every provision of this Agreement.

* * * * *

IN WITNESS WHEREOF, the parties hereto have executed this Subscription Agreement on the date first written above.

FAMILY CARE PARTNERS HOLDINGS LLC

By: _____
Name:
Title:

_____
Dr. John K. Baker

[Signature Page to Subscription Agreement]

SCHEDULE A

INVESTOR	AGGREGATE PURCHASE PRICE	$PRICE PER UNIT	PURCHASED UNITS
Dr. John K. Baker	$100,000	$100	1,000 Class B Units

COMMITTEE CONSENT
OF
VARSITY FAMILY CARE PARTNERS LLC

February 16, 2017

Reference is made to the Limited Liability Company Operating Agreement of Varsity Family Care Partners LLC, dated as of December 22, 2015 (the "Operating Agreement"), among (a) Varsity Management Company, LLC, a Delaware limited liability company, (b) East Rock Capital, LLC, a Delaware limited liability company, and (c) the members set forth on Schedule A thereto. Capitalized terms used and not defined in this Committee Consent shall have the respective meanings ascribed to them in the Operating Agreement.

In accordance with the Family Care Partners Agreement, Family Care Partners intends to sell up to 1,000 Common Class B Units (as defined in the Family Care Partners Agreement) to Gary R. Katz, M.D., an officer of Family Care Partners, which in combination with the sale and issuance of 1,000 Common Class B Units by Family Care Partners to John K. Baker, M.D. prior to the date hereof (which issuance received verbal Committee Consent), will represent up to 2,000 units of Common Class B Units outstanding (the "Equity Issuances").

Pursuant to certain sections of the Operating Agreement (including, without limitation, Section 6.3(b)), Committee Consent is required for any issuance of Equity Securities of Family Care Partners. By signing below, each of the VHP Designee and the East Rock Designee hereby consents to and ratifies the Equity Issuances.

VHP DESIGNEE:

Dave Alpern

EAST ROCK DESIGNEE:

Adam Shapiro

DB1/ 90691602.1

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COMMITTEE CONSENT
OF
VARSITY FAMILY CARE PARTNERS LLC

February 16, 2017

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VHP DESIGNEE:

Dave Alpern

EAST ROCK DESIGNEE:

Adam Shapiro

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Visit & Patient Count by Visit Rendering Provider

Visit: From Visit Date is between 05/01/2016 and 05/31/2016 AND Visit: Rendering Care Provider matches any value in list Aldrich, William C. MD,Anderson, Paula A. MD,Baker, John K. MD,Grunsky, Mitchell R. MD,Judy, Carrie A. MD,Leonard, Jason M. MD,Lowder, Clayton R. MD,Lucas, Thomas L. MD,Mahr, Christopher M. MD,Meyers, Edward J. MD,Morris, Winston MD,Ridgeway, Robert L. III MD,Soto, Carlos A. MD,Stewart, Ike C. MD,Trigo, David R. MD,Whaley, David G. MD,zzzzThompson, Danna MD

Aldrich, William C. MD	Number of Patients	**515**	Number of Visits	**682**
Anderson, Paula A. MD	Number of Patients	**84**	Number of Visits	**89**
Baker, John K. MD	Number of Patients	**418**	Number of Visits	**550**
Grunsky, Mitchell R. MD	Number of Patients	**992**	Number of Visits	**1432**
Judy, Carrie A. MD	Number of Patients	**248**	Number of Visits	**434**
Leonard, Jason M. MD	Number of Patients	**640**	Number of Visits	**981**
Lowder, Clayton R. MD	Number of Patients	**733**	Number of Visits	**1237**
Lucas, Thomas L. MD	Number of Patients	**650**	Number of Visits	**1120**
Mahr, Christopher M. MD	Number of Patients	**491**	Number of Visits	**975**
Meyers, Edward J. MD	Number of Patients	**730**	Number of Visits	**978**
Morris, Winston MD	Number of Patients	**227**	Number of Visits	**310**
Pridgen, Kaoru MD	Number of Patients	**485**	Number of Visits	**648**
Soto, Carlos A. MD	Number of Patients	**598**	Number of Visits	**984**
Stewart, Ike C. MD	Number of Patients	**564**	Number of Visits	**897**
Whaley, David G. MD	Number of Patients	**716**	Number of Visits	**1348**

Grand Total Visit Count for selected period **12665**
Grand Total Patient Count for selected period **7,577.00**

5|14

Visit & Patient Count by Visit Rendering Provider

Visit: From Visit Date is between 06/01/2016 and 06/30/2016 AND Visit: Rendering Care Provider matches any value in list Aldrich, William C. MD,Anderson, Paula A. MD,Baker, John K. MD,Grunsky, Mitchell R. MD,Judy, Carrie A. MD,Leonard, Jason M. MD,Lowder, Clayton R. MD,Lucas, Thomas L. MD,Mahr, Christopher M. MD,Meyers, Edward J. MD,Morris, Winston MD,Ridgeway, Robert L. III MD,Soto, Carlos A. MD,Stewart, Ike C. MD,Trigg, David R. MD,Whaley, David G. MD,zzzzThompson, Danna MD

Aldrich, William C. MD	Number of Patients	**463**	Number of Visits	**576**
Anderson, Paula A. MD	Number of Patients	**76**	Number of Visits	**83**
Baker, John K. MD	Number of Patients	**540**	Number of Visits	**711**
Grunsky, Mitchell R. MD	Number of Patients	**935**	Number of Visits	**1325**
Judy, Carrie A. MD	Number of Patients	**231**	Number of Visits	**416**
Leonard, Jason M. MD	Number of Patients	**595**	Number of Visits	**895**
Lowder, Clayton R. MD	Number of Patients	**717**	Number of Visits	**1207**
Lucas, Thomas L. MD	Number of Patients	**588**	Number of Visits	**1031**
Mahr, Christopher M. MD	Number of Patients	**527**	Number of Visits	**1096**
Meyers, Edward J. MD	Number of Patients	**564**	Number of Visits	**766**
Morris, Winston MD	Number of Patients	**186**	Number of Visits	**247**
Pridgen, Kaoru MD	Number of Patients	**528**	Number of Visits	**701**
Soto, Carlos A. MD	Number of Patients	**576**	Number of Visits	**938**
Stewart, Ike C. MD	Number of Patients	**551**	Number of Visits	**873**
Whaley, David G. MD	Number of Patients	**698**	Number of Visits	**1333**

Grand Total Visit Count for selected period **12198**
Grand Total Patient Count for selected period **7,273.00**

6/16

Visit & Patient Count by Visit Rendering Provider

Date: 01/10/2019
Time: 10:20 AM

Visit: From Visit Date is between 07/01/2016 and 07/31/2016 AND Visit: Rendering Care Provider matches any value in list Aldrich, William C. MD,Anderson, Paula A. MD,Baker, John K. MD,Grunsky, Mitchell R. MD,Judy, Carrie A. MD,Leonard, Jason M. MD,Lowder, Clayton R. MD,Lucas, Thomas L. MD,Mahr, Christopher M. MD,Meyers, Edward J. MD,Morris, Winston MD,Ridgeway, Robert L. III MD,Soto, Carlos A. MD,Stewart, Ike C. MD,Trigg, David R. MD,Whaley, David G. MD,zzzzThompson, Danna MD

Aldrich, William C. MD	Number of Patients	**305**	Number of Visits	**358**
Anderson, Paula A. MD	Number of Patients	**57**	Number of Visits	**60**
Baker, John K. MD	Number of Patients	**446**	Number of Visits	**564**
Grunsky, Mitchell R. MD	Number of Patients	**930**	Number of Visits	**1390**
Judy, Carrie A. MD	Number of Patients	**219**	Number of Visits	**382**
Leonard, Jason M. MD	Number of Patients	**613**	Number of Visits	**954**
Lowder, Clayton R. MD	Number of Patients	**724**	Number of Visits	**1249**
Lucas, Thomas L. MD	Number of Patients	**541**	Number of Visits	**1009**
Mahr, Christopher M. MD	Number of Patients	**517**	Number of Visits	**984**
Meyers, Edward J. MD	Number of Patients	**515**	Number of Visits	**655**
Morris, Winston MD	Number of Patients	**190**	Number of Visits	**267**
Pridgen, Kaoru MD	Number of Patients	**465**	Number of Visits	**635**
Soto, Carlos A. MD	Number of Patients	**426**	Number of Visits	**603**
Stewart, Ike C. MD	Number of Patients	**543**	Number of Visits	**903**
Whaley, David G. MD	Number of Patients	**627**	Number of Visits	**1182**

Grand Total Visit Count for selected period **11195**
Grand Total Patient Count for selected period **6,740.00**

7/14

Visit & Patient Count by Visit Rendering Provider

Date: 01/10/2019
Time: 10:21 AM

Visit: From Visit Date is between 08/01/2016 and 08/31/2016 AND Visit: Rendering Care Provider matches any value in list Aldrich, William C. MD,Anderson, Paula A. MD,Baker, John K. MD,Grunsky, Mitchell R. MD,Judy, Carrie A. MD,Leonard, Jason M. MD,Lowder, Clayton R. MD,Lucas, Thomas L. MD,Mahr, Christopher M. MD,Meyers, Edward J. MD,Morris, Winston MD,Ridgeway, Robert L. III MD,Soto, Carlos A. MD,Stewart, Ike C. MD,Trigg, David R. MD,Whaley, David G. MD,zzzzThompson, Danna MD

Aldrich, William C. MD	Number of Patients	**631**	Number of Visits	**824**
Anderson, Paula A. MD	Number of Patients	**92**	Number of Visits	**97**
Baker, John K. MD	Number of Patients	**548**	Number of Visits	**705**
Grunsky, Mitchell R. MD	Number of Patients	**1038**	Number of Visits	**1563**
Judy, Carrie A. MD	Number of Patients	**236**	Number of Visits	**382**
Leonard, Jason M. MD	Number of Patients	**654**	Number of Visits	**1049**
Lowder, Clayton R. MD	Number of Patients	**776**	Number of Visits	**1410**
Lucas, Thomas L. MD	Number of Patients	**632**	Number of Visits	**1134**
Mahr, Christopher M. MD	Number of Patients	**575**	Number of Visits	**1155**
Meyers, Edward J. MD	Number of Patients	**558**	Number of Visits	**755**
Morris, Winston MD	Number of Patients	**198**	Number of Visits	**283**
Pridgen, Kaoru MD	Number of Patients	**421**	Number of Visits	**646**
Soto, Carlos A. MD	Number of Patients	**629**	Number of Visits	**961**
Stewart, Ike C. MD	Number of Patients	**550**	Number of Visits	**868**
Trigg, David R. MD	Number of Patients	**301**	Number of Visits	**317**
Whaley, David G. MD	Number of Patients	**744**	Number of Visits	**1441**

Grand Total Visit Count for selected period **13590**
Grand Total Patient Count for selected period **8,018.00**

8/14

Visit & Patient Count by Visit Rendering Provider

Visit: From Visit Date is between 09/01/2016 and 09/30/2016 AND Visit: Rendering Care Provider matches any value in list Aldrich, William C. MD,Anderson, Paula A. MD,Baker, Jo MD,Grunsky, Mitchell R. MD,Judy, Carrie A. MD,Leonard, Jason M. MD,Lowder, Clayton R. MD,Lucas, Thomas L. MD,Mahr, Christopher M. MD,Meyers, Edward J. MD,Morris, Win MD,Ridgeway, Robert L. III MD,Soto, Carlos A. MD,Stewart, Ike C. MD,Trigg, David R. MD,Whaley, David G. MD,zzzzThompson, Danna MD

Aldrich, William C. MD	Number of Patients	**555**	Number of Visits	**795**
Anderson, Paula A. MD	Number of Patients	**83**	Number of Visits	**85**
Baker, John K. MD	Number of Patients	**431**	Number of Visits	**551**
Grunsky, Mitchell R. MD	Number of Patients	**962**	Number of Visits	**1385**
Judy, Carrie A. MD	Number of Patients	**270**	Number of Visits	**484**
Leonard, Jason M. MD	Number of Patients	**641**	Number of Visits	**1022**
Lowder, Clayton R. MD	Number of Patients	**624**	Number of Visits	**1007**
Lucas, Thomas L. MD	Number of Patients	**606**	Number of Visits	**1107**
Mahr, Christopher M. MD	Number of Patients	**536**	Number of Visits	**1073**
Meyers, Edward J. MD	Number of Patients	**559**	Number of Visits	**725**
Morris, Winston MD	Number of Patients	**218**	Number of Visits	**308**
Pridgen, Kaoru MD	Number of Patients	**287**	Number of Visits	**339**
Soto, Carlos A. MD	Number of Patients	**623**	Number of Visits	**921**
Stewart, Ike C. MD	Number of Patients	**600**	Number of Visits	**993**
Trigg, David R. MD	Number of Patients	**405**	Number of Visits	**423**
Whaley, David G. MD	Number of Patients	**724**	Number of Visits	**1340**

Grand Total Visit Count for selected period **12558**
Grand Total Patient Count for selected period **7,557.00**

9/16

Visit & Patient Count by Visit Rendering Provider

Visit: From Visit Date is between 10/01/2016 and 10/31/2016 AND Visit: Rendering Care Provider matches any value in list Aldrich, William C. MD,Anderson, Paula A. MD,Baker, John MD,Grunsky, Mitchell R. MD,Judy, Carrie A. MD,Leonard, Jason M. MD,Lowder, Clayton R. MD,Lucas, Thomas L. MD,Mahr, Christopher M. MD,Meyers, Edward J. MD,Morris, Winston MD,Ridgeway, Robert L. III MD,Soto, Carlos A. MD,Stewart, Ike C. MD,Trigg, David R. MD,Whaley, David G. MD,zzzzThompson, Danna MD

Aldrich, William C. MD	Number of Patients	**537**	Number of Visits	**711**
Anderson, Paula A. MD	Number of Patients	**64**	Number of Visits	**64**
Baker, John K. MD	Number of Patients	**468**	Number of Visits	**616**
Grunsky, Mitchell R. MD	Number of Patients	**961**	Number of Visits	**1376**
Judy, Carrie A. MD	Number of Patients	**238**	Number of Visits	**414**
Leonard, Jason M. MD	Number of Patients	**622**	Number of Visits	**1021**
Lowder, Clayton R. MD	Number of Patients	**789**	Number of Visits	**1355**
Lucas, Thomas L. MD	Number of Patients	**643**	Number of Visits	**1146**
Mahr, Christopher M. MD	Number of Patients	**535**	Number of Visits	**1105**
Meyers, Edward J. MD	Number of Patients	**617**	Number of Visits	**804**
Morris, Winston MD	Number of Patients	**203**	Number of Visits	**254**
Pridgen, Kaoru MD	Number of Patients	**493**	Number of Visits	**635**
Soto, Carlos A. MD	Number of Patients	**497**	Number of Visits	**696**
Stewart, Ike C. MD	Number of Patients	**577**	Number of Visits	**868**
Trigg, David R. MD	Number of Patients	**279**	Number of Visits	**295**
Whaley, David G. MD	Number of Patients	**746**	Number of Visits	**1405**

Grand Total Visit Count for selected period **12765**
Grand Total Patient Count for selected period **7,740.00**

10|14

Visit & Patient Count by Visit Rendering Provider

Visit: From Visit Date is between 11/01/2016 and 11/30/2016 AND Visit: Rendering Care Provider matches any value in list Aldrich, William C. MD,Anderson, Paula A. MD,Baker, John K. MD,Grunsky, Mitchell R. MD,Judy, Carrie A. MD,Leonard, Jason M. MD,Lowder, Clayton R. MD,Lucas, Thomas L. MD,Mahr, Christopher M. MD,Meyers, Edward J. MD,Morris, Winston MD,Ridgeway, Robert L. III MD,Soto, Carlos A. MD,Stewart, Ike C. MD,Trigg, David R. MD,Whaley, David G. MD,zzzzThompson, Danna MD

Aldrich, William C. MD	Number of Patients	**612**	Number of Visits	**871**
Anderson, Paula A. MD	Number of Patients	**44**	Number of Visits	**48**
Baker, John K. MD	Number of Patients	**478**	Number of Visits	**644**
Grunsky, Mitchell R. MD	Number of Patients	**1027**	Number of Visits	**1371**
Judy, Carrie A. MD	Number of Patients	**260**	Number of Visits	**498**
Leonard, Jason M. MD	Number of Patients	**665**	Number of Visits	**1105**
Lowder, Clayton R. MD	Number of Patients	**761**	Number of Visits	**1223**
Lucas, Thomas L. MD	Number of Patients	**667**	Number of Visits	**1180**
Mahr, Christopher M. MD	Number of Patients	**673**	Number of Visits	**1238**
Meyers, Edward J. MD	Number of Patients	**649**	Number of Visits	**808**
Morris, Winston MD	Number of Patients	**179**	Number of Visits	**245**
Pridgen, Kaoru MD	Number of Patients	**422**	Number of Visits	**621**
Soto, Carlos A. MD	Number of Patients	**514**	Number of Visits	**784**
Stewart, Ike C. MD	Number of Patients	**570**	Number of Visits	**938**
Trigg, David R. MD	Number of Patients	**326**	Number of Visits	**344**
Whaley, David G. MD	Number of Patients	**735**	Number of Visits	**1285**

Grand Total Visit Count for selected period **13203**
Grand Total Patient Count for selected period **7,999.00**

11/16

Visit & Patient Count by Visit Rendering Provider

Visit: From Visit Date is between 12/01/2016 and 12/31/2016 AND Visit: Rendering Care Provider matches any value in list Aldrich, William C. MD,Anderson, Paula A. MD,Baker, John K. MD,Grunsky, Mitchell R. MD,Judy, Carrie A. MD,Leonard, Jason M. MD,Lowder, Clayton R. MD,Lucas, Thomas L. MD,Mahr, Christopher M. MD,Meyers, Edward J. MD,Morris, Winston MD,Ridgeway, Robert L. III MD,Soto, Carlos A. MD,Stewart, Ike C. MD,Trigg, David R. MD,Whaley, David G. MD,zzzzThompson, Danna MD

Aldrich, William C. MD	Number of Patients	**560**	Number of Visits	**768**
Anderson, Paula A. MD	Number of Patients	**66**	Number of Visits	**69**
Baker, John K. MD	Number of Patients	**465**	Number of Visits	**616**
Chandler, Michael MD	Number of Patients	**57**	Number of Visits	**57**
Grunsky, Mitchell R. MD	Number of Patients	**1047**	Number of Visits	**1429**
Judy, Carrie A. MD	Number of Patients	**260**	Number of Visits	**466**
Leonard, Jason M. MD	Number of Patients	**659**	Number of Visits	**1111**
Lowder, Clayton R. MD	Number of Patients	**695**	Number of Visits	**1093**
Lucas, Thomas L. MD	Number of Patients	**668**	Number of Visits	**1257**
Mahr, Christopher M. MD	Number of Patients	**633**	Number of Visits	**1220**
Meyers, Edward J. MD	Number of Patients	**547**	Number of Visits	**703**
Morris, Winston MD	Number of Patients	**187**	Number of Visits	**260**
Pridgen, Kaoru MD	Number of Patients	**404**	Number of Visits	**650**
Soto, Carlos A. MD	Number of Patients	**550**	Number of Visits	**885**
Stewart, Ike C. MD	Number of Patients	**531**	Number of Visits	**824**
Trigg, David R. MD	Number of Patients	**395**	Number of Visits	**416**
Whaley, David G. MD	Number of Patients	**673**	Number of Visits	**1193**

Grand Total Visit Count for selected period **13017**
Grand Total Patient Count for selected period **7,774.00**

12 | 14

Visit & Patient Count by Visit Rendering Provider

Date: 01/10/2019
Time: 10:26 AM

Visit: From Visit Date is between 01/01/2017 and 01/31/2017 AND Visit: Rendering Care Provider matches any value in list Aldrich, William C. MD,Anderson, Paula A. MD,Baker, John K. MD,Grunsky, Mitchell R. MD,Judy, Carrie A. MD,Leonard, Jason M. MD,Lowder, Clayton R. MD,Lucas, Thomas L. MD,Mahr, Christopher M. MD,Meyers, Edward J. MD,Morris, Winston MD,Ridgeway, Robert L. III MD,Soto, Carlos A. MD,Stewart, Ike C. MD,Trigg, David R. MD,Whaley, David G. MD,zzzzThompson, Danna MD

Aldrich, William C. MD	Number of Patients	**751**	Number of Visits	**1011**
Anderson, Paula A. MD	Number of Patients	**54**	Number of Visits	**58**
Baker, John K. MD	Number of Patients	**451**	Number of Visits	**599**
Chandler, Michael MD	Number of Patients	**129**	Number of Visits	**142**
Grunsky, Mitchell R. MD	Number of Patients	**1087**	Number of Visits	**1514**
Judy, Carrie A. MD	Number of Patients	**318**	Number of Visits	**530**
Leonard, Jason M. MD	Number of Patients	**714**	Number of Visits	**1181**
Lowder, Clayton R. MD	Number of Patients	**778**	Number of Visits	**1292**
Lucas, Thomas L. MD	Number of Patients	**673**	Number of Visits	**1245**
Mahr, Christopher M. MD	Number of Patients	**730**	Number of Visits	**1376**
Meyers, Edward J. MD	Number of Patients	**772**	Number of Visits	**928**
Morris, Winston MD	Number of Patients	**194**	Number of Visits	**282**
Pridgen, Kaoru MD	Number of Patients	**560**	Number of Visits	**811**
Ridgeway, Robert L. III MD	Number of Patients	**150**	Number of Visits	**162**
Soto, Carlos A. MD	Number of Patients	**569**	Number of Visits	**935**
Stewart, Ike C. MD	Number of Patients	**630**	Number of Visits	**1041**
Trigg, David R. MD	Number of Patients	**508**	Number of Visits	**587**
Whaley, David G. MD	Number of Patients	**808**	Number of Visits	**1479**

Grand Total Visit Count for selected period	**15173**
Grand Total Patient Count for selected period	**9,198.00**

1|17

Visit & Patient Count by Visit Rendering Provider

Visit: From Visit Date is between 02/01/2017 and 02/28/2017 AND Visit: Rendering Care Provider matches any value in list Aldrich, William C. MD,Anderson, Paula A. MD,Baker, John K. MD,Grunsky, Mitchell R. MD,Judy, Carrie A. MD,Leonard, Jason M. MD,Lowder, Clayton R. MD,Lucas, Thomas L. MD,Mahr, Christopher M. MD,Meyers, Edward J. MD,Morris, Winston MD,Ridgeway, Robert L. III MD,Soto, Carlos A. MD,Stewart, Ike C. MD,Trigg, David R. MD,Whaley, David G. MD,zzzzThompson, Danna MD

Aldrich, William C. MD	Number of Patients	**730**	Number of Visits	**989**
Anderson, Paula A. MD	Number of Patients	**55**	Number of Visits	**58**
Baker, John K. MD	Number of Patients	**459**	Number of Visits	**603**
Chandler, Michael MD	Number of Patients	**92**	Number of Visits	**104**
Grunsky, Mitchell R. MD	Number of Patients	**992**	Number of Visits	**1300**
Judy, Carrie A. MD	Number of Patients	**339**	Number of Visits	**558**
Leonard, Jason M. MD	Number of Patients	**691**	Number of Visits	**1100**
Lowder, Clayton R. MD	Number of Patients	**828**	Number of Visits	**1389**
Lucas, Thomas L. MD	Number of Patients	**697**	Number of Visits	**1196**
Mahr, Christopher M. MD	Number of Patients	**693**	Number of Visits	**1270**
Meyers, Edward J. MD	Number of Patients	**739**	Number of Visits	**855**
Morris, Winston MD	Number of Patients	**209**	Number of Visits	**266**
Pridgen, Kaoru MD	Number of Patients	**473**	Number of Visits	**665**
Ridgeway, Robert L. III MD	Number of Patients	**152**	Number of Visits	**154**
Soto, Carlos A. MD	Number of Patients	**580**	Number of Visits	**898**
Stewart, Ike C. MD	Number of Patients	**612**	Number of Visits	**934**
Trigg, David R. MD	Number of Patients	**489**	Number of Visits	**515**
Whaley, David G. MD	Number of Patients	**757**	Number of Visits	**1300**

Grand Total Visit Count for selected period **14154**
Grand Total Patient Count for selected period **8,949.00**

2|17

Visit & Patient Count by Visit Rendering Provider

Visit: From Visit Date is between 03/01/2017 and 03/31/2017 AND Visit: Rendering Care Provider matches any value in list Aldrich, William C. MD,Anderson, Paula A. MD,Baker, John K. MD,Grunsky, Mitchell R. MD,Judy, Carrie A. MD,Leonard, Jason M. MD,Lowder, Clayton R. MD,Lucas, Thomas L. MD,Mahr, Christopher M. MD,Meyers, Edward J. MD,Morris, Winston MD,Ridgeway, Robert L. III MD,Soto, Carlos A. MD,Stewart, Ike C. MD,Trigg, David R. MD,Whaley, David G. MD,zzzzThomoson, Danna MD

Aldrich, William C. MD	Number of Patients	**751**	Number of Visits	**1007**
Anderson, Paula A. MD	Number of Patients	**57**	Number of Visits	**57**
Baker, John K. MD	Number of Patients	**438**	Number of Visits	**583**
Chandler, Michael MD	Number of Patients	**49**	Number of Visits	**54**
Grunsky, Mitchell R. MD	Number of Patients	**1054**	Number of Visits	**1477**
Judy, Carrie A. MD	Number of Patients	**339**	Number of Visits	**612**
Leonard, Jason M. MD	Number of Patients	**682**	Number of Visits	**1164**
Lowder, Clayton R. MD	Number of Patients	**776**	Number of Visits	**1291**
Lucas, Thomas L. MD	Number of Patients	**740**	Number of Visits	**1305**
Mahr, Christopher M. MD	Number of Patients	**791**	Number of Visits	**1558**
Meyers, Edward J. MD	Number of Patients	**753**	Number of Visits	**887**
Morris, Winston MD	Number of Patients	**237**	Number of Visits	**350**
Pridgen, Kaoru MD	Number of Patients	**740**	Number of Visits	**1015**
Ridgeway, Robert L. III MD	Number of Patients	**108**	Number of Visits	**108**
Soto, Carlos A. MD	Number of Patients	**641**	Number of Visits	**1010**
Stewart, Ike C. MD	Number of Patients	**768**	Number of Visits	**1230**
Trigg, David R. MD	Number of Patients	**482**	Number of Visits	**542**
Whaley, David G. MD	Number of Patients	**769**	Number of Visits	**1372**

Grand Total Visit Count for selected period **15622**
Grand Total Patient Count for selected period **9,550.00**

3|17

Visit & Patient Count by Visit Rendering Provider

Visit: From Visit Date is between 04/01/2017 and 04/30/2017 AND Visit: Rendering Care Provider matches any value in list Aldrich, William C. MD,Anderson, Paula A. MD,Baker, John K. MD,Grunsky, Mitchell R. MD,Judy, Carrie A. MD,Leonard, Jason M. MD,Lowder, Clayton R. MD,Lucas, Thomas L. MD,Mahr, Christopher M. MD,Meyers, Edward J. MD,Morris, Winston MD,Ridgeway, Robert L. III MD,Soto, Carlos A. MD,Stewart, Ike C. MD,Trigg, David R. MD,Whaley, David G. MD,zzzzThompson, Danna MD

Aldrich, William C. MD	Number of Patients	**725**	Number of Visits	**951**
Anderson, Paula A. MD	Number of Patients	**41**	Number of Visits	**43**
Baker, John K. MD	Number of Patients	**426**	Number of Visits	**559**
Chandler, Michael MD	Number of Patients	**151**	Number of Visits	**170**
Grunsky, Mitchell R. MD	Number of Patients	**956**	Number of Visits	**1287**
Judy, Carrie A. MD	Number of Patients	**284**	Number of Visits	**422**
Leonard, Jason M. MD	Number of Patients	**664**	Number of Visits	**1024**
Lowder, Clayton R. MD	Number of Patients	**747**	Number of Visits	**1157**
Lucas, Thomas L. MD	Number of Patients	**678**	Number of Visits	**1066**
Mahr, Christopher M. MD	Number of Patients	**707**	Number of Visits	**1264**
Meyers, Edward J. MD	Number of Patients	**583**	Number of Visits	**740**
Morris, Winston MD	Number of Patients	**221**	Number of Visits	**283**
Pridgen, Kaoru MD	Number of Patients	**633**	Number of Visits	**782**
Ridgeway, Robert L. III MD	Number of Patients	**71**	Number of Visits	**75**
Soto, Carlos A. MD	Number of Patients	**506**	Number of Visits	**750**
Stewart, Ike C. MD	Number of Patients	**618**	Number of Visits	**886**
Trigg, David R. MD	Number of Patients	**324**	Number of Visits	**353**
Whaley, David G. MD	Number of Patients	**736**	Number of Visits	**1309**

Grand Total Visit Count for selected period **13121**
Grand Total Patient Count for selected period **8,503.00**

4|17

Visit & Patient Count by Visit Rendering Provider

Visit: From Visit Date is between 05/01/2017 and 05/31/2017 AND Visit: Rendering Care Provider matches any value in list Aldrich, William C. MD,Anderson, Paula A. MD,Baker, Jo MD,Grunsky, Mitchell R. MD,Judy, Carrie A. MD,Leonard, Jason M. MD,Lowder, Clayton R. MD,Lucas, Thomas L. MD,Mahr, Christopher M. MD,Meyers, Edward J. MD,Morris, Win MD,Ridgeway, Robert L. III MD,Soto, Carlos A. MD,Stewart, Ike C. MD,Trigg, David R. MD,Whaley, David G. MD,zzzzThompson, Danna MD

Aldrich, William C. MD	Number of Patients	**794**	Number of Visits	**1083**
Anderson, Paula A. MD	Number of Patients	**73**	Number of Visits	**73**
Baker, John K. MD	Number of Patients	**397**	Number of Visits	**517**
Chandler, Michael MD	Number of Patients	**145**	Number of Visits	**159**
Dummy, Physician MD	Number of Patients	**2**	Number of Visits	**3**
Grunsky, Mitchell R. MD	Number of Patients	**980**	Number of Visits	**1436**
Judy, Carrie A. MD	Number of Patients	**328**	Number of Visits	**551**
Leonard, Jason M. MD	Number of Patients	**686**	Number of Visits	**1188**
Lowder, Clayton R. MD	Number of Patients	**749**	Number of Visits	**1269**
Lucas, Thomas L. MD	Number of Patients	**696**	Number of Visits	**1202**
Mahr, Christopher M. MD	Number of Patients	**721**	Number of Visits	**1351**
Meyers, Edward J. MD	Number of Patients	**708**	Number of Visits	**932**
Morris, Winston MD	Number of Patients	**230**	Number of Visits	**318**
Pridgen, Kaoru MD	Number of Patients	**577**	Number of Visits	**781**
Ridgeway, Robert L. III MD	Number of Patients	**82**	Number of Visits	**83**
Soto, Carlos A. MD	Number of Patients	**589**	Number of Visits	**988**
Stewart, Ike C. MD	Number of Patients	**685**	Number of Visits	**1061**
Trigg, David R. MD	Number of Patients	**407**	Number of Visits	**437**
Whaley, David G. MD	Number of Patients	**784**	Number of Visits	**1375**

Grand Total Visit Count for selected period **14807**
Grand Total Patient Count for selected period **9,032.00**

5|17

Visit & Patient Count by Visit Rendering Provider

Date: 01/10/2019
Time: 10:26 AM

Visit: From Visit Date is between 06/01/2017 and 06/30/2017 AND Visit: Rendering Care Provider matches any value in list Aldrich, William C. MD,Anderson, Paula A. MD,Baker, John K. MD,Grunsky, Mitchell R. MD,Judy, Carrie A. MD,Leonard, Jason M. MD,Lowder, Clayton R. MD,Lucas, Thomas L. MD,Mahr, Christopher M. MD,Meyers, Edward J. MD,Morris, Winston MD,Ridgeway, Robert L. III MD,Soto, Carlos A. MD,Stewart, Ike C. MD,Trigg, David R. MD,Whaley, David G. MD,zzzzThompson, Danna MD

Aldrich, William C. MD	Number of Patients	**676**	Number of Visits	**865**
Anderson, Paula A. MD	Number of Patients	**47**	Number of Visits	**47**
Baker, John K. MD	Number of Patients	**457**	Number of Visits	**621**
Chandler, Michael MD	Number of Patients	**129**	Number of Visits	**145**
Grunsky, Mitchell R. MD	Number of Patients	**924**	Number of Visits	**1290**
Judy, Carrie A. MD	Number of Patients	**324**	Number of Visits	**552**
Leonard, Jason M. MD	Number of Patients	**615**	Number of Visits	**965**
Lowder, Clayton R. MD	Number of Patients	**753**	Number of Visits	**1242**
Lucas, Thomas L. MD	Number of Patients	**715**	Number of Visits	**1162**
Mahr, Christopher M. MD	Number of Patients	**698**	Number of Visits	**1289**
Meyers, Edward J. MD	Number of Patients	**613**	Number of Visits	**805**
Morris, Winston MD	Number of Patients	**232**	Number of Visits	**330**
Pridgen, Kaoru MD	Number of Patients	**558**	Number of Visits	**765**
Ridgeway, Robert L. III MD	Number of Patients	**60**	Number of Visits	**61**
Soto, Carlos A. MD	Number of Patients	**587**	Number of Visits	**955**
Stewart, Ike C. MD	Number of Patients	**661**	Number of Visits	**993**
Trigg, David R. MD	Number of Patients	**384**	Number of Visits	**400**
Whaley, David G. MD	Number of Patients	**689**	Number of Visits	**1050**

Grand Total Visit Count for selected period **13537**
Grand Total Patient Count for selected period **8,569.00**

6/17

Visit & Patient Count by Visit Rendering Provider

Visit: From Visit Date is between 07/01/2017 and 07/31/2017 AND Visit: Rendering Care Provider matches any value in list Aldrich, William C. MD,Anderson, Paula A. MD,Baker, Jo MD,Grunsky, Mitchell R. MD,Judy, Carrie A. MD,Leonard, Jason M. MD,Lowder, Clayton R. MD,Lucas, Thomas L. MD,Mahr, Christopher M. MD,Meyers, Edward J. MD,Morris, Win MD,Ridgeway, Robert L. III MD,Soto, Carlos A. MD,Stewart, Ike C. MD,Trigg, David R. MD,Whaley, David G. MD,zzzzThompson, Danna MD

Aldrich, William C. MD	Number of Patients	**542**	Number of Visits	**677**
Anderson, Paula A. MD	Number of Patients	**59**	Number of Visits	**61**
Baker, John K. MD	Number of Patients	**377**	Number of Visits	**511**
Chandler, Michael MD	Number of Patients	**118**	Number of Visits	**133**
Grunsky, Mitchell R. MD	Number of Patients	**828**	Number of Visits	**1128**
Judy, Carrie A. MD	Number of Patients	**240**	Number of Visits	**337**
Leonard, Jason M. MD	Number of Patients	**654**	Number of Visits	**978**
Lowder, Clayton R. MD	Number of Patients	**625**	Number of Visits	**961**
Lucas, Thomas L. MD	Number of Patients	**613**	Number of Visits	**1002**
Mahr, Christopher M. MD	Number of Patients	**702**	Number of Visits	**1283**
Meyers, Edward J. MD	Number of Patients	**562**	Number of Visits	**787**
Morris, Winston MD	Number of Patients	**241**	Number of Visits	**333**
Pridgen, Kaoru MD	Number of Patients	**488**	Number of Visits	**630**
Ridgeway, Robert L. III MD	Number of Patients	**114**	Number of Visits	**116**
Soto, Carlos A. MD	Number of Patients	**534**	Number of Visits	**781**
Stewart, Ike C. MD	Number of Patients	**551**	Number of Visits	**806**
Trigg, David R. MD	Number of Patients	**383**	Number of Visits	**396**
Whaley, David G. MD	Number of Patients	**677**	Number of Visits	**1103**

Grand Total Visit Count for selected period **12023**
Grand Total Patient Count for selected period **7,824.00**

7/17

COLONIAL HEALTHCARE / FAMILY CARE PARTNERS

FULL PROVIDER MEETING

SEPTEMBER 13, 2017

CONFIDENTIAL

AGENDA

- **Corporate Update** – Steve Boyd, CEO, Family Care Partners
- **Financial Review** – Mark Daddato, CFO, Family Care Partners
- **Operational / Organizational Overview**- Kevin Rogus, COO and Directo
  Business Development, Family Care Partners
- **Quality Measures Update** – Jason Leonard, MD, FAAFP
- **CMO Update** – Clay Lowder, MD
- **IT Update** – Rob Geraghty
- **Clinical Update** – Jason Leonard, MD, FAAFP
- **Open Discussion**

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Family Care Partners

AGENDA Board of Directors Meeting
Third Quarter 2016
Wednesday, October 26, 2016
ADD IN TIMES AND LOCATION HERE

Chairman: David Alpern

Board Members: David Alpern, Steven Bressler, Dr. Gary Katz, Michael Jablon, Dr. Clayton Lowder, Ronald Piccione, Kenton Rosenberry, and Thomas Watson

Guests: Edmund McFadden, Paul Miller, Edward Motherway & Kevin Rogus

Agenda	Topic Leader
❖ Call to Order & Meeting Agenda	David Alpern, Chairman
❖ Review & Approval of Q2 Board Meeting Minutes	Michael Jablon
❖ CEO Executive Highlights • Executive Leadership Team (ELT) – CIO Hire • Acquisition Pipeline (K. Rogus) • Padgett Integration Plan Status (E. Motherway) • Columbia De Novo Setup Status (E. Motherway) • Provider Recruitment Update • Clinical Research JV • ACO Preparedness (P. Miller) • Payor Contracting Initiative	Thomas Watson, CEO
❖ EMR Future State Recommendation	Edmund McFadden
❖ CMO Dashboard & Clinical Management Review	Dr. Clayton Lowder, CMO
❖ Compliance & Legal	Edward Motherway
❖ Quarterly Financial Review, Q3 Results	Paul Miller, CFO
❖ 2016 Financial Forecast	Paul Miller, CFO
❖ Adjournment	David Alpern, Chairman

ADD IN HERE A NOTE ABOUT THE DINNER MEETING THE NIGHT BEFORE, AND THE LOCATION AND TIME

CONFIDENTIAL

Family Care Partners

Date: **Tuesday, May 9, 2017**
Time: 9:00 am – 3:00 pm
Mtg Room: TBD
Location: TBD
Phone: 843-790-4602
Conf ID 7858818#

AGENDA
Board of Directors Meeting
First Quarter 2017

Chairman: David Alpern

Board Members: David Alpern, Michael Jablon, Dr. Clayton Lowder, Ronald Piccione, Kenton Rosenberry, and Thomas Watson

Guests: Dr. Gary Katz, Edmund McFadden, Paul Miller, Edward Motherway & Kevin Rogus

Agenda	Topic Leader
Call to Order & Meeting Agenda	David Alpern, Chairman
Review & Approval of Q4 Board Meeting Minutes	Michael Jablon
CEO Executive Highlights	Thomas Watson, CEO
Acquisitions o Pipeline o Diligence & Integrations Status	Kevin Rogus, VP Corp. Dev. Ed Motherway, COO
Provider Recruitment Update	Dr. Gary Katz, CMO
Clinical Management Review	Dr. Gary Katz, CMO
Technology Project Plan (Incl. EMR Conversion Plan)	Edmund McFadden, CIO
Compliance & Legal	Edward Motherway, COO Special Guest: D. Hall
Quarterly Financial Review, Q1 Results	Paul Miller, CFO
De Novo Analysis	Paul Miller, CFO
Adjournment	David Alpern, Chairman

NOTE: There will be a dinner the evening of Monday, May 8th at 7:00 pm – location TBD

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AGENDA Board of Directors Meeting

Fourth Quarter 2016
Tuesday, January 31, 2016
Time: 9:00 am – 3:00 pm
Location Charlotte, NC
Address to follow

Chairman: David Alpern

Board Members: David Alpern, Steven Dr. Gary Katz, Michael Jablon, Dr. Clayton Lowder, Ronald Piccione, Kenton Rosenberry, and Thomas Watson

Guests: Edmund McFadden, Paul Miller, Edward Motherway & Kevin Rogus

Agenda	Topic Leader
Call to Order & Meeting Agenda	David Alpern, Chairman
Review & Approval of Q4 Board Meeting Minutes	Michael Jablon
CEO Executive Highlights	Thomas Watson, CEO
Acquisitions ○ Pipeline ○ Diligence & Integrations Status	Kevin Rogus, VP Corp. Dev. Ed Motherway, COO
Provider Recruitment Update	Thomas Watson, CEO
CMO Dashboard & Clinical Management Review	Dr. Clayton Lowder, CMO
Payor Contracting Initiative	Paul Miller, CFO
Technology Project Plan	Edmund McFadden, CIO
Compliance & Legal	Edward Motherway, COO
Quarterly Financial Review, Q4 & FY Results	Paul Miller, CFO
2017 Budget Approval (formal vote)	Paul Miller, CFO
Adjournment (of full board)	David Alpern, Chairman
Special Session (CEO Bonus Recommendations)	Compensation Cmmt.

Note: The evening of Tuesday, January 30th at _____pm dinner reservations have been made at _____, located at _____

Family Care Partners

Date: **Wednesday, October 26, 2016**
Time: 9:00 am – 3:00 pm
Mtg Room: The Maple 221

Phone: (704) 377-0400
Location: Omni Charlotte Hotel
132 E Trade Street
Charlotte, NC 28202

AGENDA
Board of Directors Meeting
Third Quarter 2016

Chairman: David Alpern

Board Members: David Alpern, Steven Bressler, Dr. Gary Katz, Michael Jablon, Dr. Clayton Lowder, Ronald Piccione, Kenton Rosenberry, and Thomas Watson

Guests: Edmund McFadden, Paul Miller, Edward Motherway & Kevin Rogus

❖ Call to Order	David Alpern, Chairman
❖ Review & Approval of Q2 Board Meeting Minutes	Michael Jablon
❖ CEO Executive Highlights • Executive Leadership Team (ELT) – CIO Hire • Acquisition Pipeline (K. Rogus) • Padgett Integration Plan Status (E. Motherway) • Real Estate Update – Including De Novo Status (E. Motherway) • Provider Recruitment Update (C. Lowder) • Clinical Research JV • ACO Preparedness (P. Miller) • Payor Contracting Initiative	Thomas Watson, CEO
❖ EMR Future State Recommendation	Edmund McFadden, CIO
❖ CMO Dashboard & Clinical Management Review	Dr. Clayton Lowder, CMO
❖ Compliance & Legal	Edward Motherway, COO
❖ Quarterly Financial Review, Q3 Results	Paul Miller, CFO
❖ 2016 Financial Forecast	Paul Miller, CFO
❖ Adjournment	David Alpern, Chairman

Note: The evening of Tuesday, October 25th at 7:00 pm dinner reservations have been made at The Capital Grille, 201 N Tryon St, Charlotte, NC 28202

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Family Care Partners Holding, LLC

Board of Directors Meeting

Second Quarter 2016

Friday, July 22nd

Call vs In-Person Meeting

843-790-4602 Pass Code 7858818

10am – 5pm ET

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Family Care Partners

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Second Quarter 2016 Board of Directors Meeting
July 22, 2016 10am – 5pm ET; Call vs In-Person Meeting

Sections

I. Call to Order & Meeting Agenda

II. Review of Q1 Board Meeting Minutes
- Introduction of Dr. Gary Katz (Joining Call at 11:30am)

III. CEO Executive Highlights
- Executive Leadership Team (ELT) Build-out
- Corporate Development - Acquisition Pipeline
- IndeDoc Conference Highlights
- Integration Plan
- Real Estate (first de novo setup)
- ACO Filing Status
- Information Technology Roadmap
- Provider Recruitment Update
- Physician Buy-in Recommendation (Dr. Baker)

IV. CMO Dashboard & Clinical Management Review

V. Compliance Training Session Debrief

VI. Quarterly Financial Review, Q2 Results

VII. 2016 Financial Forecast

VIII. Appendix

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Family Care Partners

I. Call to Order & Meeting Agenda

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Family Care Partners

Second Quarter 2016 Board of Directors Meeting
July 22, 2016 10am – 5pm ET; Call vs In-Person Meeting
Conference Call Dial-In: **843-790-4602**
Attendee Pin: **7858818** Meeting Organizer - Tom

Chairman: David Alpern

Board Members: David Alpern, Steven Bressler, Dr. Gary Katz, Michael Jablon, Dr. Clayton Lowder, Ronald Piccione, Kenton Rosenberry, and Thomas Watson

Guests: Paul Miller & Kevin Rogus

Agenda	Topic Leader
❖ Call to Order & Meeting Agenda	David Alpern, Chairman
❖ Review of Q1 Board Meeting Minutes • Introduction of Dr. Gary Katz (Joining Call at 11:30am)	David Alpern, Chairman
❖ CEO Executive Highlights • Executive Leadership Team (ELT) Build-out • Corporate Development - Acquisition Pipeline • IndeDoc Conference Highlights • Integration Plan • Real Estate (first de novo setup) • ACO Filing Status • Information Technology Roadmap • Provider Recruitment Update • Physician Buy-in Recommendation (Dr. Baker)	Thomas Watson, CEO
❖ CMO Dashboard & Clinical Management Review	Dr. Clayton Lowder, CMO
❖ Compliance Training Session Debrief	Dr. Gary Katz
❖ Quarterly Financial Review, Q2 Results	Paul Miller, CFO
❖ 2016 Financial Forecast	Paul Miller, CFO
❖ Adjournment	David Alpern, Chairman

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II. Review of Q1 Board Meeting Minutes

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FAMILY CARE PARTENRS, LLC
BOARD OF DIRECTORS' MEETING dated 5/4/2016

Attendees:

- Dave Alpern – Chairman of Board
- Tom Watson – CEO, Board Member
- Clay Lowder – CMO, Board Member
- Kenton Rosenberry – Board Member
- Michael Jablon – Board Member
- Steven Bressler – Board Member
- Ron Piccione – Board Member
- Paul Miller – CFO, Non-Board Member

Minutes as Transcribed by Michael Jablon, Secretary:

- Dave Alpern called the meeting to order.
- Tom Watson gave an update on the first 90 days, including the topics of corporate development/acquisitions, recruitment, marketing, IT, insurance/benefits and compliance
- Clay Lowder provided clinical update.
- Paul Miller provided financial update and presented the 2016 budget.

(Signature Page to Follow)

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Board of Director's Signatures for Confirmation:

By:_____
Name: Dave Alpern, Chairman of the Board

By:_____
Name: Tom Watson

By:_____
Name: Clay Lowder

By:_____
Name: Kenton Rosenberry

By:_____
Name: Michael Jablon

By:_____
Name: Steven Bressler

By:_____
Name: Ron Piccione

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We are Pleased to Introduce and Welcome Dr. Gary Katz:

Gary Katz is an Emergency Physician bringing over two decades of experience in health care. He trained in Toledo at the Medical College of Ohio and completed residency in Akron. He has practiced as faculty to Eastern Virginia Medical School and The Ohio State University, where he also served on the board of directors of OSU Physicians. He is a Fellow of the American College of Emergency Physicians and earned his MBA from Fisher College of Business at The Ohio State University.

Dr. Katz has extensive experience in leadership development programming, medical documentation compliance, and physician management. He developed the ACEP Ohio physician leadership training program which has trained physicians to be medical directors and physician advocates throughout Ohio. He is also a nationally recognized speaker on the topic of documentation, having been a guest lecturer from Tennessee to Hawaii.

Finally, he currently works as a Section Medical Officer for Schumacher Clinical Partners. This national physician management company specializes in EM and HM medicine; Dr. Katz oversees 40 hospital relationships from Bay St. Louis, Mississippi to St. Louis, Missouri. Gary resides in Dublin, Ohio with his wife, Teresa, and four children.

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Executive Leadership Team (ELT) Build-Out

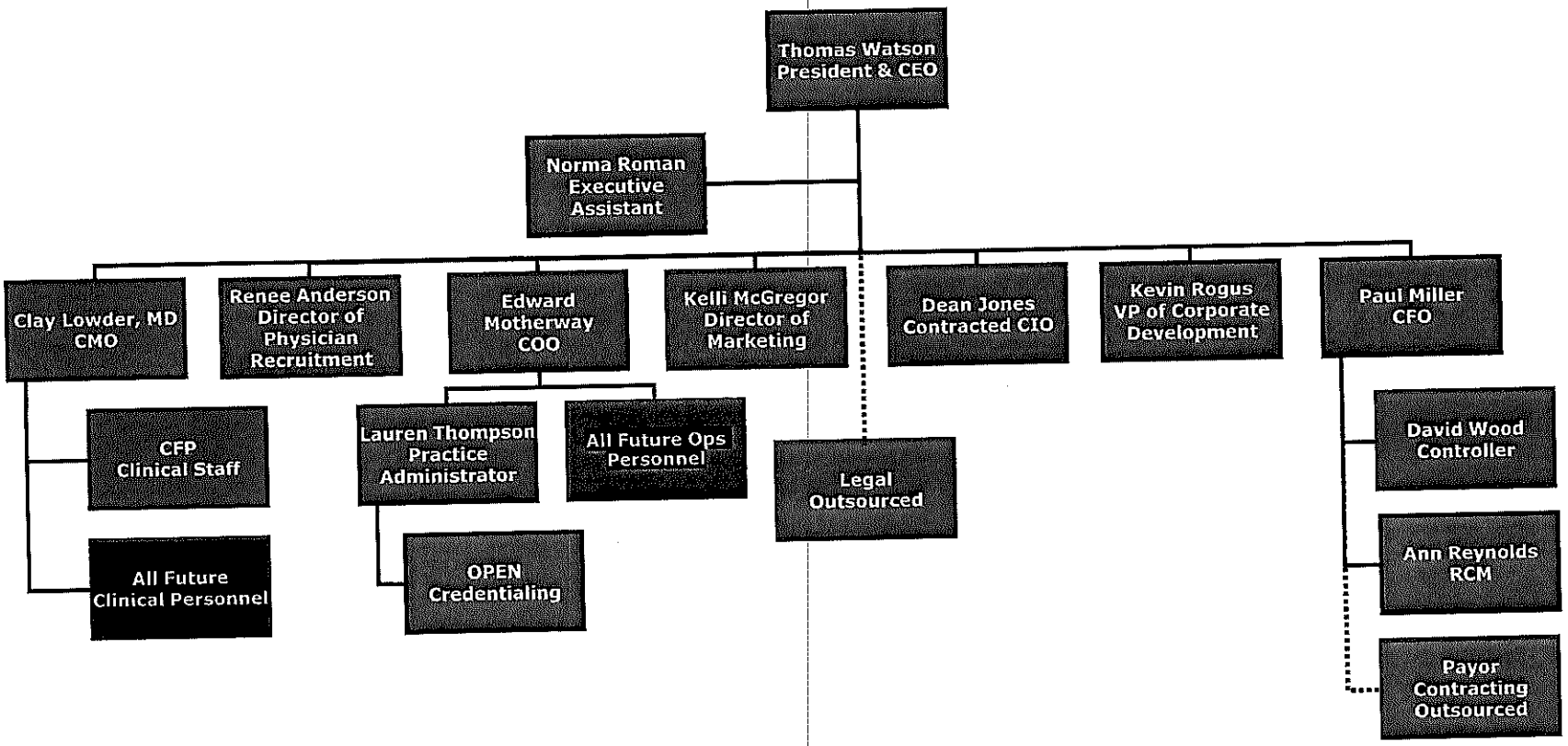
Presenter Thomas Watson

CONFIDENTIAL

Family Care Partners Holdings, LLC.

Executive Leadership Team (ELT)

Color Legend:
- Colonial Family Practice PC
- Family Care Partners Management



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ACQUISITION AGREEMENT

by and among

FAMILY CARE PARTNERS HOLDINGS LLC,

FAMILY CARE PARTNERS MANAGEMENT LLC,

VARSITY FAMILY CARE PARTNERS, LLC,

NCFP GROUP LLC,

COLONIAL FAMILY PRACTICE, LLC,

DAVID G. WHALEY, M.D.,

MITCHELL R. GRUNSKY, M.D.,

JASON MICHAEL LEONARD, M.D.,

IKE C. STEWART, M.D.,

CHRISTOPHER M. MAHR, M.D.

EDWARD J. MEYERS, M.D.,

THOMAS L. LUCAS, M.D.,

CARLOS SOTO, M.D.,

and

DR. CLAYTON R. LOWDER III, M.D.

Dated as of December 22, 2015

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Exhibit A - Exchange Agreement
Exhibit B - Contribution Agreement
Exhibit C - Form of Escrow Agreement
Exhibit D - Reserved
Exhibit E - Form of Holdings LLC Agreement
Exhibit F - Management Services Agreement
Exhibit G - Form of Membership Interest Control Agreement
Exhibit H - Forms of Share Purchase Agreement and Second Share Purchase Agreement
Exhibit I - Pre-Closing Statement
Exhibit J - Form of Intellectual Property Assignment
Exhibit K - Form of Funds Flow
Exhibit L - Example Working Capital Calculation
Exhibit M - Form of Employment Agreement
Exhibit N - Form of Buyer Note
Exhibit O - Form of Legal Opinion

ACQUISITION AGREEMENT

This Acquisition Agreement (this "Agreement") dated as of December 22, 2015 (the "Closing Date") is by and among (i) Family Care Partners Holdings LLC, a Delaware limited liability company ("Holdings"), (ii) Family Care Partners Management LLC, a Delaware limited liability company ("Management Service Company"), (iii) Varsity Family Care Partners, LLC, a Delaware limited liability company ("Buyer"), (iv) NCFP Group LLC, a South Carolina limited liability company ("Group"), (v) Colonial Family Practice, LLC, a South Carolina limited liability company ("Seller"), (vi) Dr. David G. Whaley, M.D. and Dr. Mitchell R. Grunsky, M.D. (collectively, "Temporary Doctor Owners"), (vii) Dr. Jason Michael Leonard, M.D., Dr. Thomas L. Lucas, III, M.D., Dr. Christopher M. Mahr, M.D., Dr. Edward J. Meyers, M.D., Dr. Ike C. Stewart, M.D. and Dr. Carlos Soto, M.D. (collectively, with Temporary Doctor Owners, "Group Beneficial Owners") and (viii) Dr. Clayton R. Lowder III, M.D. (the "Doctor Owner", and collectively with Group Beneficial Owners, "Beneficial Owners"). When used in this Agreement, the term "Seller Parties" means, collectively, Beneficial Owners and Group and the term "Seller Controlled Parties" means, collectively, Beneficial Owners, Seller, Group, Holdings and Management Service Company.

RECITALS

WHEREAS, on and prior to December 22, 2015 (the "Contribution Date"), Seller was, and following the Contribution Date, Seller, Holdings and Management Service Company are, engaged in the practice of medicine and in the provision of primary care services, ancillary diagnostic services and patient pharmaceuticals (collectively, the "Business");

WHEREAS, on the Contribution Date and immediately prior to the First Asset Transfer (as defined below), (a) all of the issued and outstanding Ownership Interest in Management Service Company was owned beneficially and of record by Holdings, (b) all of the issued and outstanding Ownership Interest in Holdings was owned beneficially and of record by Seller, (c) all of the issued and outstanding Ownership Interest in Seller was owned beneficially and of record by Beneficial Owners and (d) all of issued and outstanding Ownership Interest in Group was owned beneficially and of record by Beneficial Owners;

WHEREAS, on the Contribution Date and immediately prior to the Second Asset Transfer (as defined below), Seller contributed to Holdings, and Holdings accepted from Seller, the Acquired Assets, and, in connection therewith, Holdings assumed the Assumed Liabilities, all upon the terms and subject to the conditions set forth in the Contribution Agreement (the "First Asset Transfer");

WHEREAS, on the Contribution Date, Holdings contributed to Management Service Company, and Management Service Company accepted from Holdings, the Acquired Assets, and, in connection therewith, Management Service Company assumed the Assumed Liabilities, all upon the terms and subject to the conditions set forth in the Contribution Agreement (the "Second Asset Transfer" and collectively with the First Asset Transfer, the "Asset Transfer");

WHEREAS, on the Contribution Date and concurrently with the consummation of the Asset Transfer, Seller and Management Service Company entered into the Management Services Agreement, pursuant to which Management Service Company manages the business and operations of the Business in accordance with the terms thereof;

WHEREAS, on the Contribution Date and immediately prior to the Subsequent Interest Transfer (as defined below), (a) Beneficial Owners contributed all of the issued and outstanding Ownership Interest in Seller to Group, a South Carolina limited liability company owned beneficially and of record by Beneficial Owners, and filed the appropriate documents with the IRS to treat Seller as a qualified subchapter S subsidiary (the "Initial Interest Transfer") and (b) in exchange therefore, Group issued additional Ownership Interests in Group to Beneficial Owners (the "Exchange"), all upon the terms set forth in the Exchange Agreement;

WHEREAS, on the Contribution Date and immediately prior to the execution of this Agreement, Seller distributed all of its Ownership Interest in Holdings to Group (the "Subsequent Interest Transfer" and together with the Asset Transfer and the Initial Interest Transfer, the "Restructuring Transactions");

WHEREAS, at the Closing, Group will sell and transfer to Buyer and Buyer will purchase and accept from Group, all of the Holdings Preferred Units pursuant to the Holdings Unit Purchase and Holdings, Buyer and Group will enter into the Holdings LLC Agreement in exchange for cash and the issuance of the Buyer Note;

WHEREAS, on the Closing Date, pursuant to the terms of this Agreement and immediately after the consummation of the Holdings Unit Purchase, the Borrowing will occur and Management Service Company will distribute to Holdings, and Holdings will immediately thereafter distribute, on a pro rata basis, to Buyer and Group a portion of the proceeds of the Borrowing equal to $13,234,949.94 (the "Borrowing Distribution"), which Buyer shall use its pro rata portion to repay the Buyer Note;

WHEREAS, (i) on the Closing Date, effective immediately after the consummation of the Borrowing Distribution, Group will sell and transfer to Doctor Owner and Temporary Doctor Owners and Doctor Owner and Temporary Doctor Owners will purchase and accept from Group, all of its Ownership Interest in Seller (the "Last Interest Transfer"), all upon the terms and conditions of the Share Purchase Agreement (the "Share Purchase") and (ii) effective immediately after Seller's receipt of the Final Approval (as defined below), Temporary Doctor Owners will sell and transfer to Doctor Owner and Doctor Owner will purchase and accept from Temporary Doctor Owners, all of their respective Ownership Interest in Seller, all upon the terms and conditions of the Second Share Purchase Agreement (the "Final Approval Transfer");

WHEREAS, on the Closing Date and in connection with the Share Purchase, Seller and Management Service Company will enter into a Membership Interest Control Agreement with each of Doctor Owner and each Temporary Doctor Owner, pursuant to which Doctor Owner and each Temporary Doctor Owner is restricted from transferring its Ownership Interest in Seller in accordance with the terms of their respective Membership Interest Control Agreements; and

WHEREAS, to protect the goodwill of Seller, all of which is to be acquired by Management Service Company, and in order to induce Holdings, Management Service Company and Buyer to enter into this Agreement and consummate the transactions contemplated hereunder, Beneficial Owners are willing to be bound by the Restrictive Covenants set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the premises and mutual promises herein made, and in consideration of the representations, warranties, covenants and agreements herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

1. DEFINITIONS; CERTAIN RULES OF CONSTRUCTION.

Capitalized terms used but not defined in this Agreement shall have the respective meanings ascribed to them by definition in this Agreement or in Appendix A hereto. Except as otherwise explicitly specified to the contrary, (a) references to a Section, Article, Appendix, Exhibit or Schedule means a Section or Article of, or Appendix, Exhibit or Schedule to, this Agreement, unless another agreement is specified, (b) the word "including" shall be construed as "including without limitation", (c) references to a particular statute or regulation include all rules and regulations thereunder and any predecessor or successor statute, rules or regulation, in each case as amended or otherwise modified from time to time, (d) words in the singular or plural form include the plural and singular form, respectively, (e) words expressed in the masculine shall include the feminine and neuter genders and vice versa, (f) the word "will" shall have the same meaning as the word "shall", (g) the word "extent" in the phrase "to the extent" means the degree to which a subject or other thing extends and shall not simply mean "if", (h) references to "day" or "days" in the lower case means calendar days, (i) references to the "date hereof" are to the date of this Agreement, (j) the words "hereof", "herein", "hereto", and "hereunder", and words of similar import, shall refer to this Agreement as a whole and not any particular provisions of this Agreement, (k) references to dollars or "$" are to United States dollars, and (l) references to a particular Person include such Person's successors and assigns to the extent not prohibited by this Agreement.

2. CONSIDERATION AND INTEREST TRANSFERS.

2.1 Company Unit Purchase and Sale. Subject to the consummation of the Asset Transfer, the Initial Interest Transfer, the Subsequent Interest Transfer and the execution of the Management Services Agreement, each of which occurred on the Contribution Date, at the Closing, Group hereby sells, transfers, conveys, assigns and delivers to Buyer, and Buyer hereby purchases, acquires and accepts from Group, all of the Holdings Preferred Units free and clear of all Encumbrances (the "Holdings Unit Purchase").

2.2 Last Interest Transfer; Final Approval Transfer. Immediately following the Closing (a) the applicable Persons shall consummate the Last Interest Transfer and (b) Management Service Company, Seller, Temporary Doctor Owners, and Doctor Owner shall enter into and deliver their respective Membership Interest Control Agreements. Immediately following the Final Approval, Temporary Doctor Owners and Doctor Owner shall consummate the Final Approval Transfer. In connection with the consummation of the Final Approval Transfer, Doctor Owner and Temporary Doctor Owners will amend Seller's Organizational Documents to reflect the Final Approval Transfer.

2.3 Aggregate Cash Purchase Price. As consideration for the consummation of the Contemplated Transactions and in accordance with the terms and conditions of this Agreement, at the Closing Buyer shall pay to Group, in accordance with Section 3.3, an amount equal to (a) the Total Enterprise Value, minus (b) the Rollover Amount, minus (c) the Closing Debt, minus (d) the amount of any Transaction Expenses, minus (e) the amount of any Change of Control Payments, minus (f) the Borrowing Distribution (such amount, the "Aggregate Cash Purchase Price"). The Aggregate Cash Purchase Price shall be subject to adjustment in accordance with Section 3.4 and Article 10 of this Agreement.

3. CLOSING MATTERS.

3.1 Closing. The closing of Holdings Unit Purchase (the "Closing") will take place simultaneously with the execution and delivery of this Agreement on the Closing Date at the offices of Morgan, Lewis & Bockius LLP, 101 Park Avenue, New York, New York or such other date or location

mutually agreed upon by the parties hereto in writing. The Closing shall be deemed effective as of 11:59 p.m. New York time on the Closing Date.

3.2 Pre-Closing Certificate. On or before the third (3rd) Business Day prior to the Closing Date but no more than five (5) Business Days prior to the Closing Date, Seller shall deliver to Buyer a certificate (the "Pre-Closing Certificate") setting forth (a) Seller Parties' good faith calculation of the (i) Closing Debt (the "Estimated Closing Debt"), (ii) Transaction Expenses (the "Estimated Transaction Expenses") and (iii) Change of Control Payments (the "Estimated Change of Control Payments"), and (b) the corresponding calculation of the Aggregate Cash Purchase Price, in each case, together with reasonable supporting calculations for each element and sub-element provided for in the definition thereof and supporting documentation therefor. Buyer and its Representatives will be given reasonable access to all books and records of Seller relating to the preparation of the Pre-Closing Certificate, and Seller Parties shall consider in good faith any revisions to the calculations set forth in the Pre-Closing Certificate proposed by Buyer. Buyer and Seller Parties will work prior to Closing to resolve any disputes with respect to the Pre-Closing Certificate and any such resolutions shall be reflected in an amended Pre-Closing Certificate.

3.3 Closing Payments. At the Closing, upon the terms and subject to the conditions set forth in this Agreement, Buyer shall deliver or cause to be delivered the following:

(a) on behalf of the applicable Operating Company, to the holders of Closing Debt, an amount necessary to satisfy and extinguish the Estimated Closing Debt by wire transfer of immediately available federal funds to such accounts and in accordance with the instructions set forth in the Funds Flow;

(b) on behalf of the applicable Seller Controlled Party, an amount equal to the Estimated Transaction Expenses by wire transfer of immediately available federal funds to such accounts and in accordance with the instructions set forth in the Funds Flow;

(c) of behalf of the applicable Operating Company, an amount equal to the Estimated Change of Control Payments by wire transfer of immediately available federal funds to such accounts and in accordance with the instructions set forth in the Funds Flow;

(d) to the Escrow Agent, an amount equal to the Escrow Amount to be held in the Escrow Account, in accordance with the terms of this Agreement and the Escrow Agreement;

(e) to Group an amount in cash equal to the Aggregate Cash Purchase Price minus the Escrow Amount by wire transfer of immediately available federal funds, to such account and in accordance with the instructions set forth in the Funds Flow; and

(f) to Group, the Buyer Note.

3.4 Purchase Price Adjustment.

3.4.1 Closing Statement. During the one-hundred twenty (120) day period immediately following the Closing Date, Seller Parties shall provide Buyer and its Representatives with reasonable access during normal business hours to any books and records (including work papers, subject to the execution of any applicable access letters) of Seller in the possession of Seller Parties to the extent relevant to, and for purposes of, Buyer's preparation of the Closing Statement described in this Section 3.4.1. Within one hundred twenty (120) days

following the Closing Date, Buyer shall prepare and deliver to Seller a written statement (the "Closing Statement") prepared in good faith setting forth in reasonable detail Buyer's calculation of (a) Closing Debt, (b) Transaction Expenses, (c) Change of Control Payments, (d) Working Capital and (e) the dollar amount resulting from the calculation of the Working Capital Target. The Closing Statement shall be prepared in accordance with the Accounting Principles and the applicable terms and provisions of this Agreement (including Exhibit L). The Parties hereto agree that the purposes of preparing the Closing Statement and determining the related Final Adjustment Amount contemplated by this Section 3.4 are to measure the amount of Closing Debt, Transaction Expenses, Change of Control Payments and Working Capital in accordance with the applicable terms and provisions of this Agreement (including Exhibit L), and such processes are not intended to permit the introduction of (and no party shall be permitted to introduce) different judgments, accounting methods, policies, principles, practices, procedures, classifications or estimation methodologies than those reflected in the applicable terms and provisions of this Agreement (including Exhibit L). During the thirty (30) days immediately following Seller's receipt of the Closing Statement, Buyer shall provide Seller and its Representatives with reasonable access during normal business hours to any books and records (including work papers, subject to the execution of any applicable access letters) of Seller in the possession of Buyer or Holdings to the extent relevant to, and for purposes of, Seller Parties' review of the Closing Statement and the preparation of the Notice of Disagreement.

3.4.2 Notice of Disagreement. The Closing Statement, and all of the calculations, amounts, and line items included therein, shall become final and binding upon all of the parties hereto thirty (30) days following Seller's receipt thereof, unless Seller gives written notice of its disagreement with the Closing Statement or any calculation included therein (the "Notice of Disagreement") to Buyer on or prior to such date. The Notice of Disagreement shall specify in reasonable detail the nature and amount of any disagreement so asserted and shall set forth Seller's alternative calculation of the disputed amounts, together in each case with reasonably detailed supporting documentation. The Notice of Disagreement shall only include disagreements that are based on mathematical errors or any amount not being calculated in accordance with the applicable definition and the other applicable terms and provisions of this Agreement (including Exhibit L), and Seller Parties shall be deemed to have agreed with all amounts and other line items contained in the Closing Statement which are not disputed in the Notice of Disagreement. Seller may deliver only one (1) Notice of Disagreement during the thirty (30) day period referred to in this Section 3.4.2.

3.4.3 Resolution of Disputes.

(a) If a timely Notice of Disagreement is delivered to Buyer pursuant to Section 3.4.2, then the Closing Statement and the calculations included therein (in each case as revised in accordance with this Section 3.4) shall become final and binding upon all of the parties on the earlier of (i) the date any and all matters specified in the Notice of Disagreement are finally resolved in writing by Seller Parties and Buyer, and (ii) the date any and all matters specified in the Notice of Disagreement and not resolved in writing by Seller Parties and Buyer are finally resolved in writing by the Arbiter. The Closing Statement and the calculations included therein shall be revised by Buyer and Seller Parties to the extent necessary to reflect any resolution by Seller Parties and Buyer and any final resolution made by the Arbiter in accordance with this Section 3.4. During the fifteen (15) days immediately following the delivery of the Notice of Disagreement, or such longer period as Seller Parties and Buyer may agree in writing, Seller Parties and Buyer shall seek in good faith to resolve in writing any differences which they may have with respect to any matter specified in the Notice of Disagreement, and all such discussions related thereto shall (unless otherwise agreed by Buyer and Seller Parties) be governed by Rule

408 of the Federal Rules of Evidence and any applicable similar state or local rule. At the end of such fifteen (15) day period (or such longer period to the extent such fifteen (15) day period has been extended), Seller Parties and Buyer shall submit to the Arbiter, from Buyer, the items from the Closing Statement and the calculations included therein which are in dispute (the "Buyer Amount") and from Seller Parties, the corresponding items from the Notice of Disagreement and the calculations included therein which are in dispute (the "Seller Parties Amount") for review and resolution.

(b) If the Buyer Amount and the Seller Parties Amount are both submitted to the Arbiter pursuant to Section 3.4.3(a), Buyer and Seller Parties shall instruct the Arbiter to, and the Arbiter shall, make a Final Determination as to which of the Buyer Amount or the Seller Parties Amount the Arbiter has chosen in its calculation decision. Such determination shall be made in accordance with the Accounting Principles and the applicable terms and provisions of this Agreement (including Exhibit L). Buyer and Seller Parties shall cooperate with the Arbiter during the term of its engagement. Buyer and Seller Parties shall instruct the Arbiter not to, and the Arbiter shall not, assign a value to any item in dispute other than either the Buyer Amount, on the one hand, or Seller Parties Amount, on the other hand. Buyer and Seller Parties shall also instruct the Arbiter to, and the Arbiter shall, make its determination based solely on the written submissions of Buyer and Seller Parties and not on an independent review and not on the basis of an independent review. Buyer and Seller Parties shall request the Arbiter to deliver its Final Determination in writing and within thirty (30) days following final submission of the Buyer Amount and the Seller Parties Amount. The amount from the Buyer Amount or the Seller Parties Amount which the Arbiter chooses is the amount which shall be used pursuant to Section 3.4.4. All communications between Buyer or Seller Parties, on the one hand, and the Arbiter, on the other hand, shall be in writing and shall be transmitted to each other party and neither Buyer nor any Seller Party shall have ex parte communications with the Arbiter. The fees and expenses of the Arbiter pursuant to this Section 3.4 shall be borne by (i) Buyer, if the Arbiter has chosen the Seller Parties Amount in its calculation decision or (ii) Seller Parties, if the Arbiter has chosen the Buyer Amount in its calculation decision. At any time Buyer and Seller Parties may agree to settle any objections raised in the Notice of Disagreement, which agreement shall be in writing and binding upon all of the parties hereto with respect to the subject matter of any such objection so resolved.

3.4.4 Payment of Final Adjustment Amount. The Closing Debt, Transaction Expenses, Change of Control Payments, Working Capital, and Closing Statement as finally determined pursuant to this Section 3.4, whether by acceptance or as a result of the dispute resolution process set forth herein shall be the "Final Closing Debt", "Final Transaction Expenses", "Final Change of Control Payments", "Final Working Capital" and "Final Closing Statement," respectively. Promptly, and in any event no later than the fifth (5^{th}) Business Day, after such determination: (a) if the Final Adjustment Amount is a positive number, then Buyer will pay or cause to be paid such excess amount to Group (for further distribution to Beneficial Owners), by wire transfer of immediately available federal funds; and (b) if the Final Adjustment Amount is a negative number, then Beneficial Owners will pay or cause to be paid such shortfall amount to Buyer (i) first, from the Escrow Account in accordance with the terms of the Escrow Agreement and (ii) second, from Beneficial Owners; provided, that if the amount to be paid to Buyer is more than $200,000, then Buyer shall have the right, in its sole discretion, to collect all or any portion of the amount in excess of $200,000 directly from Beneficial Owners. Any amounts payable pursuant to this Section 3.4.4 shall be treated for Tax purposes as an adjustment to the Aggregate Cash Purchase Price, except to the extent otherwise required by applicable Legal Requirements.

4. TAX TREATMENT OF CONSIDERATION.

4.1 Withholding. Buyer, Seller Parties, the Escrow Agent and each other applicable withholding agent shall be entitled to deduct and withhold from any amounts payable pursuant to this Agreement or any Ancillary Agreement any withholding Taxes or other amounts required under the Code or any applicable Legal Requirement to be deducted and withheld. To the extent that any such amounts are so deducted or withheld, such amounts shall be treated for all purposes of this Agreement as having been paid to the Person in respect of which such deduction and withholding was made.

4.2 Intended Tax Treatment; Allocation of Purchase Price.

4.2.1 For applicable Tax purposes, and in accordance with the principles of Rev. Rul. 99-5, 1999-1 C.B. 434, the parties hereto shall treat (a) the purchase by Buyer from Group of the Holdings Preferred Units as a purchase of a portion of the Acquired Assets, pursuant to Section 1060 of the Code, in exchange for an amount equal to the sum of (i) the Aggregate Cash Purchase Price, (ii) the Buyer Note and (iii) the Assumed Liabilities (to the extent treated as consideration for applicable Tax purposes, followed by the contribution by Buyer of the Assets so purchased (subject to such Assumed Liabilities)) to Holdings in exchange for the Holdings Preferred Units pursuant to Section 721 of the Code, (b) the interest in Holdings retained by Group and reflecting the Rollover Amount as a contribution by Group of the remaining portion of the Acquired Assets to Holdings, in exchange for a partnership interest, pursuant to Section 721 of the Code and (c) the Borrowing Distribution as a distribution by Holdings, as a partnership, to Buyer and Group, as its partners.

4.2.2 The Seller Parties shall deliver to Buyer, as soon as practicable after the Closing Date, but no later than 60 days following the Closing Date, a draft allocation of the Aggregate Cash Purchase Price and the Liabilities assumed (to the extent treated as consideration for applicable Tax purposes), among the portion of the Acquired Assets acquired by Buyer pursuant to clause (a) of Section 4.2.1, for purposes of Section 1060 of the Code and the Treasury Regulations promulgated thereunder. Buyer shall indicate its agreement with such proposed allocation, or provide any proposed revisions, within 30 days of receipt, and the Seller Parties and Buyer shall negotiate in good faith until they have agreed upon the proposed allocation and any proposed revisions thereof. If Buyer and the Seller Parties are unable to agree upon such proposed allocation and any proposed revision thereof within 30 days of the delivery by Buyer of its proposed revisions to the proposed allocation, the proposed allocation and such proposed revisions shall be referred to the Arbiter for resolution, such resolution to be final and binding on Buyer and the Seller Parties. The allocation, as agreed upon by Buyer and the Seller Parties, or determined by the Arbiter, shall become the final allocation (the "Allocation"). Any adjustment to the Aggregate Cash Purchase Price or the Liabilities assumed pursuant to this Agreement shall result in an appropriate adjustment to the Allocation, and in such event Buyer shall prepare and deliver to Seller Parties a supplemental Allocation.

4.2.3 Buyer and Seller Parties shall timely file with the appropriate Governmental Authorities copies of all forms (and any supplements thereto) required to be filed in connection with the transactions contemplated by this Agreement, shall follow the intended Tax treatment set forth in Section 4.2, and shall use the Allocation in the preparation of all such forms and all Tax Returns (including any attachments thereto). Neither Buyer, nor Seller, nor Beneficial Owners shall take any position for any purpose, including for any federal, territorial, state or local Tax purposes, whether in audits, Tax Returns or otherwise, that is inconsistent with such intended Tax treatment or the Allocation on any Tax Return or any documents filed by any of said parties with any Tax authorities. In the event any party hereto receives notice of an audit in respect of such

intended Tax treatment or the Allocation specified herein, such party shall notify the other parties in writing as to the date and subject of such audit as promptly as reasonably practicable, and shall keep such parties informed with respect to progress of the audit and any subsequent proceedings, including any proposed adjustments to such intended Tax treatment or the Allocation and any proposed settlement with respect thereto.

5. REPRESENTATIONS AND WARRANTIES OF SELLER PARTIES.

Each Seller Party, jointly and severally, represents and warrants to Buyer that the statements contained in this Article 5 are correct and complete as of the Contribution Date and as of the Closing Date:

5.1 Organization. Each Seller Controlled Party (other than Beneficial Owners) is (a) duly organized, validly existing and in good standing under the laws of its jurisdiction of formation and (b) duly qualified to do business and in good standing in each other jurisdiction where such qualification is required. Seller has delivered to Buyer true, accurate and complete copies of (i) each Seller Controlled Party's (other than Beneficial Owners) Organizational Documents and (ii) minute books which contain records of all meetings held by, and other corporate actions taken by, each Seller Controlled Party's (other than Beneficial Owners) stockholders, board of directors and any committees appointed by any of their respective boards of directors. Schedule 5.1 sets forth a true and correct list of each Seller Controlled Party's (other than Beneficial Owners) directors and officers. Schedule 5.1 also sets forth a list of (A) any Person that has merged with or into any Seller Controlled Party (other than Beneficial Owners), (B) any Person a majority of whose Ownership Interest has been acquired by any Seller Controlled Party, (C) any Person all or substantially all of whose assets has been acquired by any Seller Controlled Party and (D) any prior names of any Seller Controlled Party or any Person described in the foregoing clauses (A) through (C) (each such Person, a "Predecessor"). Except as set forth on Schedule 5.1, there are no former equity holders of any Seller Controlled Party.

5.2 Power and Authorization. The execution, delivery and performance by each Seller Controlled Party of this Agreement and each Ancillary Agreement to which it is a party and the consummation of the Contemplated Transactions is within the power and authority of such Seller Controlled Party and has been duly authorized by all necessary action on the part of such Seller Controlled Party. This Agreement and each Ancillary Agreement to which each Seller Controlled Party is a party (a) has been duly executed and delivered by such Seller Controlled Party and (b) is a legal, valid and binding obligation of such Seller Controlled Party, enforceable against each such Seller Controlled Party in accordance with its terms. Each Seller Controlled Party has the full power and authority necessary to own and use its Assets and carry on the Business.

5.3 Authorization of Governmental Authorities. Except as disclosed on Schedule 5.3 or 5.15.2, no action by (including any Approval), or in respect of, or filing with, or notice to, any Governmental Authority is required for, or in connection with, the valid and lawful (a) authorization, execution, delivery and performance by any Seller Controlled Party of this Agreement and each Ancillary Agreement to which it is a party or (b) consummation of the Contemplated Transactions by each Seller Controlled Party.

5.4 Noncontravention. Except as disclosed on Schedule 5.4, neither the execution, delivery and performance by each Seller Controlled Party of this Agreement or any Ancillary Agreement to which it is a party nor the consummation of the Contemplated Transactions (in each case, with or without the giving of notice or lapse of time, or both) will: (a) assuming the taking of any action by (including any Approval), or in respect of, or any filing with, any Governmental Authority, in each case, as disclosed on Schedule 5.3, violate any Legal Requirement applicable to any Seller Controlled Party;

(b) result in the material Breach of any Contractual Obligation of any Seller Controlled Party; (c) require any action by (including any Approval) or in respect of (including notice to), any Person under any Contractual Obligation of any Seller Controlled Party; (d) result in the creation or imposition of an Encumbrance upon, or the forfeiture of, any Asset; or (e) result in a Breach of the Organizational Documents of any Seller Controlled Party.

5.5 Capitalization.

5.5.1 A detailed listing of the entire authorized and outstanding Ownership Interest in Seller is set forth on Schedule 5.5.1. Seller does not hold any Ownership Interest in its treasury. All of the outstanding Ownership Interest in Seller is held of record and beneficially owned by Group. Except as disclosed on Schedule 5.5.1: (a) there are no outstanding options, warrants, or other rights of any kind which obligate Seller to issue, transfer, sell or deliver, or cause to be issued, transferred, sold or delivered any of its Ownership Interest or any securities or obligations convertible into or exchangeable into or exercisable for any of its Ownership Interest or which obligate Seller to make any payments based on the value of Seller's Ownership Interest (including stock appreciation, phantom stock, profit participation or other similar rights); (b) there are no preemptive rights or other similar rights in respect of any Ownership Interest in Seller; (c) except as imposed by applicable securities laws, there are no Encumbrances on, or other Contractual Obligations relating to, the ownership, transfer or voting of any Ownership Interest in Seller or otherwise affecting the rights of any holder of the Ownership Interest in Seller; (d) there is no Contractual Obligation or provision in the Seller Organizational Documents which obligates Seller to purchase, redeem or otherwise acquire, or make any payment (including any dividend or distribution) in respect of, any Ownership Interest in Seller; and (e) there are no existing rights with respect to registration under the 1933 Act of any Ownership Interest in Seller.

5.5.2 A detailed listing of the entire authorized and outstanding Ownership Interest in Holdings, Management Service Company and Group is set forth on Schedule 5.5.2. All of the outstanding Ownership Interest in Holdings is collectively held of record and beneficially owned by Group. All of the outstanding Ownership Interest in Management Service Company is held of record and beneficially owned by Holdings. All of the outstanding Ownership Interest in Group is held of record and beneficially owned by Beneficial Owners. Except as disclosed on Schedule 5.5.2: (a) there are no outstanding options, warrants, or other rights of any kind which obligate Holdings, Management Service Company or Group to issue, transfer, sell or deliver, or cause to be issued, transferred, sold or delivered any Ownership Interest in or any securities or obligations convertible into or exchangeable into or exercisable for any Ownership Interest in or which obligate Holdings, Management Service Company or Group to make any payments based on the value of their respective Ownership Interest (including stock appreciation, phantom stock, profit participation or other similar rights); (b) there are no preemptive rights or other similar rights in respect of any Ownership Interest in Holdings, Management Service Company or Group; (c) except as imposed by applicable securities laws, there are no Encumbrances on, or other Contractual Obligations relating to, the ownership, transfer or voting of any Ownership Interest in Holdings, Management Service Company or Group or otherwise affecting the rights of any holder of the Ownership Interest in Holdings, Management Service Company or Group; (d) there is no Contractual Obligation or provision in the Organizational Documents of Holdings, Management Service Company or Group which obligates any of them to purchase, redeem or otherwise acquire, or make any payment (including any dividend or distribution) in respect of, any of their respective Ownership Interest; and (e) there are no existing rights with respect to registration under the 1933 Act of any Ownership Interest in Holdings, Management Service Company or Group. This Agreement, together with all the documents and instruments required to be delivered

hereunder, will effectively vest in Buyer as of the Closing all right, title and interest in and to all of the Holdings Preferred Units free and clear of all Encumbrances.

5.5.3 Holdings has no Subsidiaries other than Management Service Company, and neither of Seller nor Management Service Company has any Subsidiaries.

5.6 Financial Matters.

5.6.1 Financial Statements. Attached to Schedule 5.6.1 are copies of each of the following:

(a) the unaudited balance sheets of Seller as of December 31, 2013 and December 31, 2014 and the related unaudited statements of profit and loss of Seller for the fiscal years then ended (collectively, the "Yearly Financials"); and

(b) the unaudited balance sheet of Seller as of October 31, 2015 (respectively, the "Most Recent Balance Sheet," and the "Most Recent Balance Sheet Date") and the related unaudited statement of profit and loss of Seller for the ten-month period then ended (collectively, the "Most Recent Financials," and together with the Yearly Financials, the "Financials").

5.6.2 Financials Compliance. Except as disclosed on Schedule 5.6.2 (the "Financial Exceptions"), the Financials (including any notes thereto) (a) are accurate and complete and were prepared in accordance with the books and records of Seller (which books and records are accurate and complete, represent actual, bona fide transactions, and have been maintained in accordance with sound business practices), (b) have been consistently prepared and (c) fairly present the results of the operations of Seller for the respective periods covered thereby. Since the Most Recent Balance Sheet Date, no officer, director, employee, consultant or independent contractor of Seller has reported to any Seller Party or, to Seller's Knowledge, to any other Person any actual or alleged fraud or willful misconduct with respect to Seller's financial statements or books and records.

5.7 Absence of Undisclosed Liabilities. None of the Operating Companies has any Liabilities except for Liabilities (a) set forth on the face of the Most Recent Balance Sheet, (b) that have arisen after the Most Recent Balance Sheet Date in the Ordinary Course of Business or (c) set forth on Schedule 5.7.

5.8 Absence of Certain Developments. Since the Most Recent Balance Sheet Date, the Business has been conducted only in the Ordinary Course of Business and, except for the Restructuring Transactions and the matters disclosed on Schedule 5.8:

5.8.1 None of the Operating Companies has (a) amended its Organizational Documents, (b) amended any term of its Ownership Interest, (c) issued, sold, granted, or otherwise disposed of, any Ownership Interest or (d) issued, granted or awarded any rights to acquire Ownership Interest;

5.8.2 None of the Operating Companies has become liable in respect of any Guarantee and has not incurred, assumed or otherwise become liable in respect of any Debt;

5.8.3 None of the Operating Companies has permitted any of its Assets to become subject to an Encumbrance or sold, leased, licensed, transferred, abandoned, forfeited, or otherwise disposed of or lost the use of any of its Assets or terminated any lease or other contract;

5.8.4 None of the Operating Companies has (a) made any declaration, setting aside or payment of any dividend or other distribution with respect to, or any repurchase, redemption or other acquisition of, any of its Ownership Interest, (b) purchased, redeemed, or otherwise acquired any Ownership Interest or (c) entered into, or performed, any transaction with, or for the benefit of, any of the Operating Companies or any Affiliate of the Operating Companies (other than Compensation payments made to officers, managers, employees, independent contractors and consultants in the Ordinary Course of Business);

5.8.5 There has been no material loss, destruction, damage, or eminent domain taking (in each case, whether or not insured) affecting the Business or any material Asset;

5.8.6 None of the Operating Companies has directly or indirectly increased, made any change in, or accelerated the vesting of, any Compensation payable or paid, whether conditionally or otherwise, to (a) any current or former non-executive employee, consultant, independent contractor, partner, or agent other than in the Ordinary Course of Business, (b) any current or former executive officer or director or (c) any of the Operating Companies or any Affiliate of the Operating Companies;

5.8.7 None of the Operating Companies has made any loan or advance to, guarantee for the benefit of, or made any investment in, any Person;

5.8.8 None of the Operating Companies has (a) entered into or amended any Contractual Obligation providing for the employment or engagement of any Person on a full-time, part-time, consulting, independent contractor, or other basis or otherwise providing Compensation or other benefits to any officer, manager, employee, independent contractor or consultant or (b) hired or terminated the employment or engagement of any officer or other key employee, consultant or independent contractor;

5.8.9 None of the Operating Companies has made any change in any of its methods of accounting or accounting practices or policies;

5.8.10 None of the Operating Companies has engaged in any promotional sale or discount or other activity with any customer, patient or third party Payor (other than in the Ordinary Course of Business) that has or would reasonably be expected to have the effect of materially accelerating to pre-Closing periods sales that would otherwise be expected to occur in post-Closing periods;

5.8.11 None of the Operating Companies has engaged in any action regarding the payment of any compensation, sales commission or other payment associated with the sales of any of the various services (other than in the Ordinary Course of Business) of any of the Operating Companies that has or would reasonably be expected to have the effect of delaying to post-Closing periods any payments that would otherwise be expected to have been made in pre-Closing periods;

5.8.12 None of the Operating Companies has terminated or closed any business or operation;

5.8.13 None of the Operating Companies has adopted, amended, or terminated any Company Plan or, except as required by the terms of any Company Plan existing in writing on the date hereof or applicable Legal Requirements, increased any benefits or amounts payable under any Company Plan;

5.8.14 None of the Operating Companies has adopted, amended, or terminated any collective bargaining agreement or other agreement with a labor union or other labor organization;

5.8.15 None of the Operating Companies has paid, discharged, settled, or satisfied any Action or any material Liability, other than the payment of trade payables in the Ordinary Course of Business;

5.8.16 None of the Operating Companies has entered into any agreement or commitment relating to capital expenditures exceeding Fifty Thousand Dollars ($50,000) individually or One Hundred Thousand Dollars ($100,000) in the aggregate;

5.8.17 None of the Operating Companies has made, changed or revoked any Tax election, elected or changed any method of accounting for Tax purposes, filed any amended Tax Return, settled any claim or Action in respect of Taxes, or entered into any Contractual Obligation in respect of Taxes with any Governmental Authority;

5.8.18 None of the Operating Companies has entered into any commitment, whether orally or in writing, to do any of the things referred to elsewhere in this Section 5.8;

5.8.19 Each of the Operating Companies has timely received all payments due to it under governmental or other Third Party Payor Programs, and no governmental agency or other party has disputed in writing, or to Seller's Knowledge, orally, any obligation to make any payments pursuant to any Third Party Payor Programs;

5.8.20 None of the Operating Companies has written off or determined to be uncollectible any receivables owed to it as set forth on the Most Recent Balance Sheet; and

5.8.21 No other event or circumstance has occurred which has had, or is reasonably likely to have, a Material Adverse Effect.

5.9 Debt. None of the Operating Companies has any Liabilities in respect of Debt except as set forth on Schedule 5.9, which Schedule 5.9 separately and specifically sets forth each Guarantee of the Operating Companies. For each item of Debt (including any Guarantee), Schedule 5.9 correctly sets forth the debtor, the creditor, the maturity date, the collateral, if any, securing such Debt and the total amount of principal, interest, interest rate break fees, prepayment penalties, fees and expenses and other like amounts required for the applicable Operating Company to repay and cancel such Debt as of the Closing Date.

5.10 Ownership of Assets. The Operating Companies have sole and exclusive, good, marketable and insurable indefeasible fee simple title to, or, in the case of property held under a lease or other Contractual Obligation, a sole and exclusive, valid, binding and enforceable leasehold interest in, or right to use and otherwise commercially exploit, all of the properties, rights, and assets, whether real or personal property and whether tangible or intangible, that are owned or purported to be owned by Operating Companies or that are used or exploited in the Business, including the Acquired Assets.

Except as disclosed on Schedule 5.10, the Acquired Assets comprise all of the Assets, properties and rights of every type and description necessary to or used in the conduct of the Business as presently conducted. All buildings, machinery, equipment, and other tangible assets included as part of the Acquired Assets, whether owned or leased, have been maintained in accordance with normal industry practice, are in good operating condition (subject to normal wear and tear), and are suitable for the purposes for which they are presently used and are, to the Seller's Knowledge, free from defects (patent and latent). Except as disclosed on Schedule 5.10, none of the real or personal property of the Operating Companies, including the Acquired Assets, is subject to any Encumbrance other than a Permitted Encumbrance. The Asset Transfer effectively vested in Management Service Company good and marketable title to all the Acquired Assets free and clear of all Encumbrances.

5.11 Accounts Receivable. All accounts and notes receivable reflected on the Most Recent Balance Sheet have arisen or will arise in the Ordinary Course of Business, represent or will represent legal, valid and binding enforceable obligations owed to the Operating Companies and (a) there are no material disputes, contests, claims, counterclaims, or setoffs with respect to such accounts receivable that have not been reserved for in the Financials and (b) all such accounts and notes receivable have been, or will be, collected or are, or will be, collectible in the aggregate recorded amounts thereof in accordance with their terms (subject to any applicable and consistently recorded reserves for bad debts reflected on the Most Recent Balance Sheet and on the Final Closing Statement).

5.12 Real Property. Schedule 5.12 sets forth a true, correct and complete list, including addresses and suite numbers or other identifying information, of each leasehold interest in real property currently leased, subleased, or licensed to or by, or for which a right to use or occupy has been granted to any of the Operating Companies (the "Real Property") and the corresponding Real Property leases with respect to each such Real Property (the "Real Property Leases"). Except for the Real Property Leases, there are no written or oral subleases, licenses, concessions, occupancy agreements, or other Contractual Obligations granting to any Person (other than the Operating Companies) the right of use or occupancy of the Real Property. The applicable Operating Company has a valid, binding and enforceable leasehold interest in and to each Real Property, free and clear of all Encumbrances other than Permitted Encumbrances. Seller Parties have delivered to Buyer true, correct and complete copies of the Real Property Leases, in each case as amended or otherwise modified and in effect, together with extension notices and other material correspondence, lease summaries, notices of default or otherwise, memoranda of lease, estoppel certificates, and subordination, non-disturbance, and attornment agreements related thereto. No Real Property Lease has been assigned, modified, supplemented or amended other than as set forth on Schedule 5.12. Neither the landlord nor tenant under any Real Property Lease is in default under any such Real Property Lease and, to Seller's Knowledge, no circumstance or set of circumstances exist which, with the giving of notice or the passage of time, or both, would permit such landlord or tenant to terminate any such Real Property Lease. Seller enjoys peaceful, undisturbed and exclusive possession of each Real Property. The current use of the Real Property is, in all material respects, in accordance with the certificates of occupancy relating thereto and the terms of any Permits relating thereto, and there are no uncured zoning violations applicable to the Real Property affected by the Real Property Leases. No Seller Party has received any notice for assessments for public improvements against any of the Real Property affected by the Real Property Leases. The zoning of the Real Property affected by the Real Property Leases permits the continuation of the Business. To Seller's Knowledge, there is no pending or threatened appropriation, condemnation or similar Action affecting the Real Property. There has been no material destruction, damage or casualty with respect to the Real Property. None of the Operating Companies owns or has ever owned any interest of any kind in any real property other than leasehold interests entered into in the Ordinary Course of Business. Except as set forth on Schedule 5.12, none of the Healthcare Providers or any of their Affiliates own any real property that is subject to a Real Property Lease or used in connection with the Business. Within ninety (90) days prior to the Closing, no major maintenance or repair of the Real Property affected by the Real Property Leases

has been deferred. No portion of the Real Property affected by the Real Property Leases has suffered any damage by fire or other casualty that has not heretofore been repaired and restored in all material respects to its original condition.

5.13 Intellectual Property.

5.13.1 Company IP. Except as disclosed on Schedule 5.13.1, the Operating Companies (Seller before the Asset Transfer and Management Service Company after the Asset Transfer) (a) own all rights, title and interest in and to all Seller Owned Intellectual Property Rights free and clear of any Encumbrances, and without any conflict with, or infringement of, the rights of any third parties and (b) are licensed or otherwise possess a valid and enforceable right to use all Seller Licensed Intellectual Property Rights. Seller Intellectual Property Rights include all of the Intellectual Property Rights used in or necessary for the conduct of the Business as presently conducted. The consummation of the Contemplated Transactions will not: (a) alter, impair or extinguish any Seller Intellectual Property Rights or rights or obligations the Operating Companies have to any Intellectual Property Rights licensed from or covenants not to sue received from third parties; (b) result in Buyer being bound by, or subject to, any non-compete or other restriction on the operation or scope of its businesses, including the Business; or (c) Buyer being limited or prevented from using any Intellectual Property Rights relating to the Business.

5.13.2 Infringement. Except as disclosed on Schedule 5.13.2, neither the Seller Intellectual Property Rights nor the operation of the Business by any of the Operating Companies or any Predecessor has interfered with, infringed upon, diluted, misappropriated, or violated or does interfere with, infringe upon, dilute, misappropriate, or violate any Intellectual Property Rights of any Person. None of Seller, Holdings, Management Service Company or Beneficial Owners has received written, or to Seller's Knowledge, any oral, communication, charge, complaint, claim, demand, or notice or been named in any proceeding alleging interference, infringement, dilution, misappropriation, or violation of the Intellectual Property Rights of any Person (including any invitation to license or request or demand to refrain from using any Intellectual Property Rights of any Person). To Seller's Knowledge, no Person has interfered with, infringed upon, diluted, misappropriated, or violated or does interfere with, infringe upon, dilute, misappropriate, or violate any Seller Intellectual Property Rights.

5.13.3 Scheduled IP. Schedule 5.13.3 identifies all patents, patent applications, registered trademarks, service marks and copyrights, applications for trademark, service mark and copyright registrations, domain names, registered design rights, and other forms of registered Intellectual Property Rights and applications therefor (including where applicable the title, application or registration number, record title owner and jurisdiction), owned by the Operating Companies (Seller before the Asset Transfer and Management Service Company after the Asset Transfer) (collectively, the "Seller Registrations"). Schedule 5.13.3 also identifies all other Intellectual Property Rights that are material to the operation of the Business, including each Software product, proprietary internal software system and other Technology, trade name, and unregistered trademark, service mark, trade dress or copyright (identifying, in each case, the owner of such material Intellectual Property Rights). The applicable Operating Company (Seller before the Asset Transfer and Management Service Company after the Asset Transfer) is properly recorded as the registered owner of all of the Seller Registrations.

5.13.4 IP Contracts. Schedule 5.13.4 identifies all Contractual Obligations that are related to: (a) Seller Owned Intellectual Property Rights licensed to any third party and (b) Seller Licensed Intellectual Property Rights other than Off-the-Shelf Software. None of the Operating Companies, and to Seller's Knowledge, no counter-party, is in Breach of any of the Contractual

Obligations identified on Schedule 5.13.4 or any Contractual Obligation with respect to any Off-the-Shelf Software. Except as otherwise disclosed on Schedule 5.13.4, none of the Operating Companies is the licensee of and does not use any Seller Licensed Intellectual Property Rights (other than Off-the-Shelf Software). The Operating Companies do not owe any royalties or other payments for the use of any Intellectual Property Rights and the consummation of the Contemplated Transactions will not result in any of the Operating Companies or Buyer owing any such royalties or other payments. None of the Operating Companies is bound by, and no Seller Owned Intellectual Property Rights are subject to, any agreement or arrangement containing any covenant or other provision that in any way limits or restricts the ability of any of the Operating Companies or Buyer to use, exploit, assert, or enforce any Seller Owned Intellectual Property Rights anywhere in the world. The Operating Companies have all Off-the-Shelf Software licenses as necessary for the operation of the Business as presently conducted. For the purposes of the foregoing, "Off-the-Shelf Software" means software, other than open source software, obtained from a third party (a) on general commercial terms and that continues to be widely available on such commercial terms, (b) that is not distributed with or incorporated in any product or services of the Operating Companies, (c) that is used for business infrastructure or other internal purposes and (d) that was licensed for fixed payments of less than Five Thousand Dollars ($5,000) in the aggregate or annual payments of less than Five Thousand Dollars ($5,000) per year.

5.13.5 Information Technology. All Software and other Technology, and all related hardware, computer and telecommunications equipment and related services (collectively, "Information Systems") that are used internally by the Operating Companies are owned by the applicable Operating Company (Seller before the Asset Transfer and Management Service Company after the Asset Transfer) or used pursuant to a valid license or other enforceable right and are not a "bootleg" version or unauthorized copy. All Information Systems and any Software that constitutes Seller Intellectual Property Rights: (a) are in satisfactory working order and are scalable to meet current and reasonably anticipated capacity and (b) in the last twelve months, have not suffered any material failures, breakdowns, breaches (including any that resulted in loss of data), outages or unavailability. None of the Operating Companies has any duty or obligation (whether present, contingent or otherwise) to deliver, license or make available the source code for any Software to any escrow agent or other third party. None of the Software listed on Schedule 5.13.3 is subject to an obligation that (i) requires any of the Operating Companies to divulge the source code for such Software, (ii) permits the creation of any derivative work based on such Software or any part thereof, or (iii) permits the distribution or redistribution of such Software or any part thereof at no charge.

5.13.6 Confidentiality and Invention Assignments. Each of the Operating Companies has taken commercially reasonable steps and precautions in accordance with normal industry practice (a) to protect the Seller Intellectual Property Rights and (b) to maintain the confidentiality of its confidential information, trade secrets, know-how, and other Intellectual Property Rights that, at the relevant time, management considered confidential. The Operating Companies maintain and implement policies by which the Intellectual Property Rights developed by or for the Operating Companies by their respective employees, consultants or independent contractors constitutes works-made-for-hire or that effectively assign to the applicable Operating Company all such Intellectual Property Rights. All Persons who have had access to any trade secret or other confidential or proprietary information of any of the Operating Companies (or of any third party to which any of the Operating Companies has a Contractual Obligation) have executed written agreements which require them to maintain the confidentiality of such confidential information. All Persons who have conceived or developed any Seller Owned Intellectual Property Rights have executed written agreements transferring ownership of all such

Intellectual Property Rights to the applicable Operating Company (by assignment or, in the case of employees with respect to copyright rights, as "works made for hire" under the U.S. Copyright Act). To Seller's Knowledge, no former or current employee, consultant or contractor is in Breach of any term of any non-disclosure agreement, assignment of invention agreement or similar agreement relating to Seller Intellectual Property Rights. No trade secret or other confidential or proprietary information that is owned by the Operating Companies or material to the Business as currently operated has been disclosed or authorized to be disclosed to any third party, other than pursuant to a non-disclosure agreement or similar instrument.

5.13.7 Validity and Enforceability. Each of the Seller Owned Intellectual Property Rights (including the Seller Registrations) is valid and enforceable and is not subject to any Government Order, and no Action or proceeding is pending or, to the Knowledge of Seller, threatened, which challenges the legality, validity, enforceability, use or ownership of any Seller Owned Intellectual Property Rights. No Seller Owned Intellectual Property Rights were developed by or on behalf of or using grants, compensation, or the facilities of any academic or research institution or governmental entity, or subsidies from any academic or research institution or Governmental Authority other than research and development Tax credits and other similar Tax or governmental benefits that are available to the general public, and that do not affect title to any Seller Owned Intellectual Property Rights and that do not impose any licensing obligations on any of the Operating Companies.

5.13.8 Deadlines. Schedule 5.13.8 identifies, as of the date hereof, all deadlines for prosecuting or maintaining any Seller Owned Intellectual Property Rights from the date hereof and up to and including the date twelve months after the date hereof and, as of the date of this Agreement, all such deadlines through the date three months after the date hereof shall have been satisfied.

5.14 Legal Compliance; Illegal Payments; Permits.

5.14.1 None of the Operating Companies is in Breach of, and has not at any time been in Breach of (a) its Organizational Documents nor is there a basis which could constitute such a Breach; or (b) any Legal Requirement nor, is there a basis which could constitute such a Breach, except, in each case for Breaches disclosed on Schedule 5.14.1.

5.14.2 No written notices have been received by, and no claims have been filed against, any of the Operating Companies alleging a violation of any Legal Requirement, and none of the Operating Companies has been subject to any adverse inspection, finding, investigation, penalty assessment, audit or other compliance or enforcement action.

5.14.3 In the conduct of the Business, none of the Operating Companies nor any of their respective directors, officers, employees, or agents, has (a) directly or indirectly, given, or agreed to give, any illegal gift, contribution, payment, or similar benefit to any supplier, customer, governmental official, or employee or other Person who was, is or may be in a position to help or hinder any Operating Company (or assist in connection with any actual or proposed transaction) or made, or agreed to make, any illegal contribution, or reimbursed any illegal political gift or contribution made by any other Person, to any candidate for federal, state, local, or foreign public office or (b) established or maintained any unrecorded fund or asset or made any false entries on any books or records for any purpose.

5.14.4 The Operating Companies duly possess all Permits under all Legal Requirements necessary for the conduct of the Business and the lawful occupancy, use, and

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operation of the Real Property. Schedule 5.14.4.4 describes each such Permit affecting, or relating to, the Assets or the Business together with the Governmental Authority or other Person responsible for issuing such Permit. Except for any Permits marked with an asterisk (*) on Schedule 5.14.44, (a) such Permits are valid and in full force and effect, (b) none of the Operating Companies is in Breach of any such Permit, and no basis exists which, with notice or lapse of time or both, would constitute any such Breach, and (c) such Permits will continue to be valid and in full force and effect, on identical terms, following the consummation of the Contemplated Transactions.

5.15 Compliance with Healthcare Laws.

5.15.1 Except as set forth on Schedule 5.15.1, none of the Operating Companies nor, to Seller's Knowledge, any director, officer, employee, contractor or agent of any of the Operating Companies, including any physician, pharmacist, or other professional licensed clinical practitioner (each physician, pharmacist and professional licensed clinical practitioner is a "Healthcare Provider") has violated, conducted its business or operations in violation of, or used or occupied Seller's properties or assets (including the Assets) in violation of any Healthcare Laws, and there is no basis currently existing that could constitute such a violation, default, or noncompliance with applicable Healthcare Laws by any of the Operating Companies or, in connection with their activities on behalf of any of the Operating Companies, any director, officer, employee, or contractor of any of the Operating Companies.

5.15.2 Except as set forth on Schedule 5.15.2: (a) The Operating Companies and each Healthcare Provider, in connection with their activities for the Operating Companies, has at all times held the provider or supplier number(s) necessary or required by a Payor to bill such Payor; (b) the Operating Companies and each Healthcare Provider, in connection with their activities for the Operating Companies, has at all times held the requisite Permits required under Healthcare Laws; (c) none of the Operating Companies nor, to Seller's Knowledge, any employee or contractor thereof, including any Healthcare Provider, has received any written notice from a state or federal agency or Payor that there is any investigation, audit, claim review, or other Action pending or threatened that could result in a revocation, suspension, termination, probation, restriction, limitation, or non-renewal of any supplier or provider number of any of the Operating Companies or employee or contractor or result in any of the Operating Companies', or such employee's or contractor's exclusion or suspension from any Third Party Payor Program; (d) all claims submitted by or on behalf of any of the Operating Companies and each Healthcare Provider, in connection with their activities for the Operating Companies, for services and goods provided to Third Party Payor Programs represent claims for items, services or goods actually provided by the Operating Companies or such Healthcare Providers; (e) all claims that have been submitted by or on behalf of the Operating Companies and each Healthcare Provider, in connection with their activities for the Operating Companies, have been submitted in compliance with applicable Laws and all rules, regulations, policies, and procedures of the Third Party Payor Programs, provided, however, that Seller shall not have to list on Schedule 5.15.2 denials of payment by such Third Party Payor Programs which have been reported by such Third Party Payor Program to the Operating Companies in the Ordinary Course of Business; (f) none of the Operating Companies nor, to Seller's Knowledge, any employee or contractor of any of the Operating Companies has received any written notice that there are any pending or threatened, audits, investigations or claims for or relating to its claims to Third Party Payor Programs; (g) any research involving human subjects conducted by the Operating Companies or any of their employees or contractors has been conducted at all times (i) in compliance with all applicable Law; and (ii) in compliance with the applicable contract with the sponsor of such research; (h) none of the Operating Companies nor, to Seller's Knowledge, any of their employees or

contractors has any compensation or ownership relationship (present or contingent, direct or indirect) with any sponsor of clinical research; (i) Schedule 5.15.2 lists each Healthcare Provider required to be licensed, certified and/or registered to perform services for the Operating Companies along with its respective state(s) of licensure, certification or registration (including the licensure, certification or registration number); all such licensures, certifications and registrations are and have been valid and contain no restrictions and all Healthcare Providers required to be licensed, certified or registered to perform services to the Operating Companies are and have been so licensed, certified or registered without restriction; (j) the Operating Companies have current and valid provider arrangements with each Third Party Payor Program set forth on Schedule 5.15.2, and are and have been in compliance in all respects with the conditions of participation of the Medicare and Medicaid programs and the various conditions necessary for participation (where applicable) and reimbursement under all other Third Party Payor Programs; (k) none of the Operating Companies has received any payment or reimbursement in excess of amounts allowed by any Healthcare Law; (l) none of the Operating Companies nor any shareholder, officer, director, employee or contractor of any of the Operating Companies has been excluded, debarred or suspended from participation in either Medicare, Medicaid or any federal health care program; (m) based upon and in reliance upon the Operating Companies' review of (1) the "list of Excluded Individuals/Entities" on the website of the United States Health and Human Services Office of Inspector General (http://oig.hhs.gov/fraud/exclusions.html), and (2) the "System for Award Service Company" on the website of the United States General Services Administration (http://sam.gov), none of the shareholders, officers, directors, employees, contractors or agents of any of the Operating Companies have been excluded from participation in Medicare, Medicaid or any other state or federal health care program. None of the Operating Companies nor, to Seller's Knowledge, any shareholder, officer, director, employee, contractor or agent of any of the Operating Companies has received written notice from any Third Party Payor Programs of any pending or threatened investigations or surveys. Neither the execution of this Agreement nor the consummation of the transactions contemplated hereunder will result in the Breach, or the ability of the counterparty to terminate, any managed care agreement.

5.16 Tax Matters. Except as set forth on Schedule 5.16:

5.16.1 Each of Seller, Group, Holdings and Management Service Company has timely filed, or has caused to be timely filed on its behalf, all Tax Returns required to be filed by it in accordance with all applicable Legal Requirements. All such Tax Returns are true, correct and complete in all material respects. All Taxes owed by each of Seller, Group, Holdings and Management Service Company (whether or not shown on any Tax Return) have been timely paid in full. None of Seller, Group, Holdings or Management Service Company is currently the beneficiary of any extension of time within which to file any Tax Return. No claim has ever been made by an authority in a jurisdiction where Seller, Group, Holdings or Management Service Company does not file Tax Returns that such party is or may be subject to taxation by or required to file Tax Returns in that jurisdiction and, to Seller's Knowledge, there is no basis for any such claim to be made. There are no Encumbrances with respect to Taxes upon any Asset other than liens for current Taxes not yet due and payable.

5.16.2 Each of Seller, Group, Holdings and Management Service Company has deducted, withheld and timely paid to the appropriate Governmental Authority all Taxes required to be deducted, withheld and paid by it in connection with amounts paid or owing to any employee, independent contractor, creditor, stockholder or other third party, and each of Seller, Group, Holdings and Management Service Company has complied with all applicable reporting and recordkeeping requirements. Each of Seller, Group, Holdings and Management Service Company has at all relevant times properly classified each provider of services to Seller as an

employee or independent contractor, as the case may be, for Tax purposes and all Forms W-2 and 1099 (and corresponding state forms) required with respect thereto have been properly completed and timely filed. No equity holder and no director or officer (or employee responsible for Tax matters) of Seller, Group, Holdings or Management Service Company expects any authority to assess any additional Taxes for any period for which Tax Returns have been filed. There is no dispute, audit, investigation, proceeding or claim concerning any Tax Return or Tax Liability of Seller, Group, Holdings or Management Service Company pending, being conducted, claimed or raised by a Governmental Authority. Seller has provided to Buyer (a) true and complete copies of all Tax Returns filed by Seller, Group, Holdings and Management Service Company since December 31, 2012, (b) a list of the Tax Returns that have been audited or are currently the subject of an audit and (c) all examination reports, and statements of deficiencies filed, assessed against, or agreed to by Seller, Group, Holdings and Management Service Company since January 1, 2013. All Tax deficiencies assessed against Seller, Group, Holdings and Management Service Company have been fully paid or finally settled.

5.16.3 None of Seller, Group, Holdings or Management Service Company has waived any statute of limitations in respect of Taxes or Tax items. None of Seller, Group, Holdings or Management Service Company has agreed to nor is a beneficiary of any extension of time with respect to any Tax deficiency, any Tax that may be assessed or collected, or any adjustment to any Tax Return that may be made. None of Seller, Group, Holdings or Management Service Company has executed any power of attorney with respect to any Tax, other than powers of attorney that are no longer in force. No closing agreements, private letter rulings, technical advice memoranda or similar agreements or rulings relating to Taxes have been entered into or issued by any Governmental Authority with or in respect of Seller, Group, Holdings or Management Service Company.

5.16.4 None of Seller, Group, Holdings or Management Service Company has been a member of an Affiliated Group (as defined in Section 1504(a) of the Code) filing a consolidated federal income Tax Return, is not a party to any Tax allocation or sharing agreement or and has no Liability for the Taxes of any other Person under Treasury Regulation § 1.1502-6 (or any similar provision of state, local or foreign law), as a transferee or successor, by contract or otherwise.

5.16.5 Each of Seller, Group, Holdings and Management Service Company (a) has timely reported all transactions required to be reported under Treasury Regulation § 1.6011-4(b) (or any similar provision of state, local or foreign law) and (b) has disclosed on its federal Tax Returns all positions taken therein that could give rise to a substantial understatement of federal income Tax within the meaning of Code section 6662.

5.16.6 Since 1998, and until the effectiveness of its election as a qualified S subsidiary in connection with the Initial Interest Transfer, Seller has been a validly electing S corporation within the meaning of Code sections 1361 and section 1362 (and all corresponding state tax law provisions in those states in which Seller conducted business at any time). Group has been a validly electing S corporation within the meaning of Code sections 1361 and section 1362 (and all corresponding state tax law provisions in those states in which Group conducted business at any time) at all times during its existence. Management Service Company has been, and will be, a disregarded entity, or branch, of Seller until the Initial Interest Transfer, and thereafter of Group, for U.S. federal and applicable state and local Tax purposes.

5.16.7 The unpaid Taxes of Seller (a) did not, as of the Most Recent Balance Sheet Date, exceed the reserve for Tax liability (rather than any reserve for deferred Taxes established

to reflect timing differences between book and tax income) set forth on the face of the Most Recent Balance Sheet (rather than in the notes thereto) and (b) do not exceed that reserve as adjusted for the passage of time through the Closing Date in accordance with the past custom and practice of Seller in filing its Tax returns. Since the Most Recent Balance Sheet Date, Seller has not incurred any liability for Taxes arising from extraordinary gains and losses, as that term is used in GAAP, outside the Ordinary Course of Business consistent with past custom and practice.

5.16.8 None of Seller, Group, Holdings or Management Service Company will be required to include any item of income in, or to exclude any item of deduction from, taxable income for any taxable period (or portion thereof) ending after the Closing Date as a result of any (a) a change in method accounting for any taxable period ending on or before the Closing Date, (b) "closing agreement" as described in Code Section 7121 (or any corresponding provision of state, local or non-U.S. tax law) executed on a prior to the Closing Date, (c) installment sale or open transaction disposition made on or prior to the Closing Date or (d) prepaid amount received on or prior to the Closing Date.

5.16.9 None of Seller, Group, Holdings or Management Service Company is or has been a party to any agreement, contract, arrangement or plan that has resulted or could result, separately or in the aggregate, in the payment of (a) an "excess parachute payment" within the meaning of Code Section 280G (or any corresponding provision of state, local or non-U.S. tax law) or (b) deferred compensation that is either not excluded from or not in compliance with the provisions of Code Section 409A.

5.16.10 None of the Acquired Assets, as of the Closing Date, are assets that could be subject to the anti-churning rules set forth in Section 197(f)(9) of the Code and the regulations promulgated with respect thereto.

5.17 Employee Benefit Plans.

5.17.1 Schedule 5.17.1 lists all Employee Plans sponsored, maintained, or contributed to or required to be contributed to by the Operating Companies, or as to which any of the Operating Companies is or may be obligated to contribute or has or may have any Liability ("Company Plans"). With respect to each Company Plan, Seller has delivered to Buyer true, accurate and complete copies of each of the following: (a) if the Company Plan has been reduced to writing, the plan document together with all amendments thereto, (b) if the Company Plan has not been reduced to writing, a written summary of all material plan terms, (c) if applicable, copies of any trust or other funding agreements and any amendments thereto, custodial agreements, insurance policies, administrative agreements and similar agreements, and investment management or investment advisory agreements, (d) copies of the most recent summary plan descriptions, summaries of material modifications, employee handbooks or similar employee communications, (e) in the case of any Company Plan that is intended to be qualified under Code Section 401(a), a copy of the most recent determination or opinion letter from the IRS and any related correspondence, a copy of any pending request for such determination, and all discrimination and qualification tests prepared for each Company Plan for the last two plan years, (f) in the case of any Company Plan for which Forms 5500 are required to be filed, a copy of the two most recently filed Forms 5500, with all required schedules attached, (g) all material employee communications currently in effect, and (h) all actuarial reports, valuations, and similar materials.

5.17.2 Except as set forth on Schedule 5.17.2, none of the Operating Companies nor any of their ERISA Affiliates currently has, or has ever maintained, contributed to or otherwise

had any Liability (whether contingent or otherwise) with respect to a plan subject to Title IV of ERISA or Code Section 412, including any "multiemployer plan" as defined in Section 3(37) or 4001(a)(3) of ERISA, and no condition exists that presents a risk to any of the Operating Companies of incurring a Liability under Title IV of ERISA or Section 412 or 430 of the Code. No Company Plan is a "multiple employer welfare arrangement" (within the meaning of Section 3(40) of ERISA) and no Company Plan is a plan described in Section 4063(a) of ERISA.

5.17.3 Each Company Plan that is intended to be qualified under Code Section 401(a) has received a favorable determination or opinion letter as to its qualified status, and no event has occurred and no circumstance exists that would reasonably be expected to adversely affect such tax-qualified status or the tax-exempt status of any related trust. Each Company Plan, including any associated trust or fund, has been drafted, maintained, and administered in accordance with its terms and with applicable Legal Requirements in all material respects, including all reporting and disclosure requirements with respect to each such Company Plan, and nothing has occurred with respect to any Company Plan that has subjected or could subject any of the Operating Companies to a penalty under Section 502 of ERISA or to an excise tax under the Code, or that has subjected or could subject any participant in, or beneficiary of, an Company Plan to a tax under Code Section 4973. No Company Plan is subject to Legal Requirements of a jurisdiction outside the United States.

5.17.4 All required contributions to, and premium payments on account of, each Company Plan have been made on a timely basis and to the extent not yet due have been appropriately accrued in accordance with GAAP and any applicable Legal Requirements.

5.17.5 With respect to each Company Plan, there is no pending or, to Seller's Knowledge, threatened Action relating to an Company Plan, other than routine claims in the Ordinary Course of Business for benefits provided for by the Company Plans, and there are not any facts that would be reasonably expected to give rise to any Liability in the event of any such Action. No Company Plan is or, within the last six years, has been the subject of an examination or audit by a Governmental Authority, is the subject of an application or filing under, or is a participant in, a government-sponsored amnesty, voluntary compliance, self-correction or similar program.

5.17.6 There have been no "prohibited transactions" (as described in Section 406 of ERISA or Code Section 4975) with respect to any Company Plan and none of the Operating Companies nor any of their ERISA Affiliates has engaged in any prohibited transaction.

5.17.7 Except as required under Section 601 *et seq.* of ERISA and Code Section 4980B, no Company Plan provides benefits or coverage in the nature of health, life or disability insurance following retirement or other termination of employment. None of the Operating Companies has liability under Section 4980D of the Code or would have any liability under Section 4980H of the Code, provided such section were currently in effect.

5.17.8 Neither the execution of this Agreement nor the consummation of the Contemplated Transactions will (either alone or together with any event) constitute an event under any Company Plan, trust or loan that will or may result (either alone or in connection with any other circumstance or event) in any payment (whether of severance pay or otherwise), acceleration, forgiveness of indebtedness, vesting, distribution, increase in Compensation or other benefits or obligation to fund benefits with respect to any current or former employee, officer, director, consultant, partner or independent contractor.

5.17.9 The Operating Companies (and the relevant plan administrator if other than the Operating Companies) have at all relevant times properly classified each provider of services to the Operating Companies as an employee, partner or independent contractor, as the case may be, for all purposes relating to each Company Plan for which such classification could be relevant.

5.17.10 None of the assets of any Company Plan are invested in employer securities or employer real property.

5.17.11 To Seller's Knowledge, there has been no act, omission or other circumstance that would impair the Operating Companies' ability to unilaterally amend or terminate any Company Plan in accordance with its terms.

5.17.12 No Company Plan provides any present or future rights to any employee, director, officer, consultant or independent contractor of any of the Operating Companies or any of their ERISA Affiliates who perform services outside the United States and no Company Plan is subject to any Legal Requirement or Law of any foreign Governmental Authority.

5.17.13 Since June 30, 2015, none of the Operating Companies has changed any of its or another Operating Company's processes or policies regarding vacation, vacation pay, or vacation benefits.

5.18 Environmental Matters. Except as set forth in Schedule 5.18, (a) the Operating Companies and their respective Predecessors are, and have been, in compliance with all Environmental Laws, (b) there has been no release or threatened release of any pollutant, petroleum or any fraction thereof, contaminant or toxic or hazardous material (including toxic mold or asbestos), substance or waste, including medical waste (each, a "Hazardous Substance") on, upon, into or from any site currently or heretofore owned, leased or otherwise used by the Operating Companies or a Predecessor thereof, (c) there have been no Hazardous Substances generated by the Operating Companies or a Predecessor thereof that have been disposed of or come to rest at any site that has been included in any published U.S. federal, state or local "superfund" site list or any other similar list of hazardous or toxic waste sites published by any Governmental Authority in the United States, (d) there are no underground storage tanks located on, no PCBs (polychlorinated biphenyls) or PCB-containing equipment used or stored on, and no hazardous waste (as defined by the Resource Conservation and Recovery Act of 1976) stored on, any site owned or operated by the Operating Companies or a Predecessor thereof, except for the storage of hazardous waste in compliance with Environmental Laws and (e) Seller has made available to Buyer true, accurate and complete copies of all material environmental records, reports, notifications, certificates of need, permits, pending permit applications, correspondence, engineering studies, and environmental studies or assessments, in each case as amended and in effect.

5.19 Contracts.

5.19.1 Contracts. Except as disclosed on Schedule 5.19.1 or as contemplated pursuant to the terms hereof, none of the Operating Companies nor any of their respective Assets is bound by or a party to:

(a) (i) any lease required to be capitalized in accordance with GAAP or (ii) any other lease or other Contractual Obligation relating to equipment providing for aggregate rental payments in excess of Ten Thousand Dollars ($10,000) under which any equipment is held or used by any of the Operating Companies;

(b) any Contractual Obligation which relates to the lease or sublease of any Asset, including Personal Property Leases and Real Property Leases;

(c) any Contractual Obligation relating to the acquisition or disposition of (i) any business of or by any of the Operating Companies or any material portion thereof (whether by merger, consolidation, or other business combination, sale of securities, sale of assets, or otherwise) or (ii) any asset other than in the Ordinary Course of Business;

(d) any Contractual Obligation under which any of the Operating Companies is, or may become, obligated to pay any amount in respect of (i) indemnification obligations, (ii) purchase price adjustment or (iii) in connection with any (A) acquisition or disposition of assets or securities (other than the sale of inventory in the Ordinary Course of Business), (B) merger, consolidation, or other business combination or (C) series or group of related transactions or events of the type specified in clauses (A) and (B) above;

(e) any Contractual Obligation consisting of a partnership, limited liability company, consortium or joint venture agreement;

(f) any Contractual Obligation (or group of related Contractual Obligations) (i) under which any of the Operating Companies has created, incurred, assumed, or guaranteed any Debt, including any Contractual Obligations with private lenders requiring any of the Operating Companies to make recourse payments in connection with a customer default, (ii) under which an Encumbrance has been placed on any Asset or (iii) under which any other Person has guaranteed any Debt of any of the Operating Companies;

(g) any Contractual Obligation relating to confidentiality or non-competition restrictions or that otherwise restricts the conduct of the Business by any of the Operating Companies or any of their respective Affiliates or limits the freedom of any of the Operating Companies or any of their respective Affiliates to sell any product or provide any service, to engage in any line of business, or to compete with any Person in any geographic area or to hire, solicit, or retain any Person (whether or not the Operating Companies are subject to or are the beneficiaries of such obligations);

(h) any Contractual Obligation relating to employment, personal services, consulting, an independent contractor arrangement, or similar matters (including, for the avoidance of doubt, any Excluded Employment Contract);

(i) any Contractual Obligation under which any of the Operating Companies is, or may become, obligated to pay any investment bank, broker, financial advisor, finder, or other similar Person (including an obligation to pay any legal, accounting, brokerage, finder's, or similar fees or expenses in connection with this Agreement or the Contemplated Transactions);

(j) any agency, dealer, distributor, reseller, sales representative, marketing or other similar agreement for which payments exceeded One Hundred Thousand Dollars ($100,000) over the preceding twelve (12) month period;

(k) any Contractual Obligation under which any of the Operating Companies has advanced or loaned money to any Person (other than to any of its employees in the Ordinary Course of Business);

(l) any Contractual Obligation arising pursuant to a Third Party Payor Program for which consideration exceeded Three Hundred Thousand Dollars ($300,000) over the preceding twelve (12) month period;

(m) any other Contractual Obligation (or group of related Contractual Obligations) the performance of which involves consideration in excess of One Hundred Thousand Dollars ($100,000) in the aggregate over the life of such Contractual Obligation or which is otherwise material to the Business; and

(n) any Contractual Obligation under which any of the Operating Companies has engaged in any promotional sale, discount, rebate or other activity with any customer (other than in the Ordinary Course of Business).

5.19.2 Enforceability; Breach. Each Contractual Obligation disclosed on or required to be disclosed on Schedule 5.9 (Debt), Schedule 5.12 (Real Property), Schedule 5.13.4 (IP Contracts), Schedule 5.17.2 (Employee Benefit Plans), Schedule 5.15.2 (Compliance with Healthcare Laws), Schedule 5.19.1 (Contracts) or Schedule 5.24 (Insurance) (each, a "Disclosed Contract") is enforceable against each party to such Contractual Obligation, and is in full force and effect, and, subject to obtaining any necessary consents disclosed on Schedule 5.4 (Noncontravention), will continue to be so enforceable and in full force and effect on identical terms following the consummation of the Contemplated Transactions. None of the Operating Companies or, to Seller's Knowledge, any other party to any Disclosed Contract has been or is currently in Breach, or has repudiated any provision of, any Disclosed Contract nor, to Seller's Knowledge, has any event occurred that with the lapse of time, or the giving of notice, or both, would constitute a default under any Disclosed Contract. Seller has delivered to Buyer true, accurate and complete copies of each written Disclosed Contract, in each case, as amended or otherwise modified and in effect. Seller has delivered to Buyer a written summary setting forth the terms and conditions of each oral Disclosed Contract.

5.20 Suppliers. Schedule 5.20 sets forth a list of the Operating Companies' suppliers to whom any of the Operating Companies has, in the aggregate, made payments in excess of (a) Twenty Five Thousand Dollars ($25,000) for either of the fiscal years ended December 31, 2014 or December 31, 2013, or (b) Twenty Five Thousand Dollars ($25,000) for the ten-month period ended on October 31, 2015 (each such supplier, a "Key Supplier") and the dollar amount of payments made by the Operating Companies to each such Key Supplier during each such period. Other than as specifically set forth and marked on Schedule 5.20, there are no written contracts with any supplier listed on Schedule 5.20 and any relationship with such suppliers is terminable for any reason by any of the Operating Companies upon 30 days' notice without any cost or liability. Other than the expiration of contracts in accordance with their terms, except as described on Schedule 5.20, since December 31, 2013, (i) no Key Supplier has cancelled or terminated, or has threatened to cancel or terminate, its relationship with the Operating Companies, or materially decrease the rate of business done with any of the Operating Companies, (ii) there has been no change in the Operating Companies' business relationship with any supplier which has had or would reasonably be likely to have an adverse and material effect on the sales volume or sales revenue of the Operating Companies; and (iii) no supplier has requested or received an increase in its pricing that is inconsistent with any provision contained in its existing agreement with the Operating Companies. None of the Operating Companies is involved in any material claim or dispute with any supplier of the Operating Companies. As of the date hereof, to Seller's Knowledge, there is no reason to believe that there will be any material change in the relationships of any of the Operating Companies with such suppliers as a result of the Contemplated Transactions.

5.21 Affiliate Transactions. Except as disclosed on Schedule 5.21, no Seller Controlled Party and no officer, director, manager, employee, shareholder, member, or Affiliate of any Seller Controlled Party, or, to Seller's Knowledge, any individual related by blood, marriage, or adoption to any of the foregoing individuals or any entity in which any of the foregoing Persons owns any beneficial interest in, is a consultant, competitor, creditor, debtor, customer, distributor, service provider, supplier, or vendor of, or is a party to any Contractual Obligation with, Seller or has any interest in any of the Assets used in, or necessary to, the Business. Schedule 5.21 contains a description of all services provided to or on behalf of Seller by Seller or its Affiliates (other than Seller) and the costs associated therewith.

5.22 Employees.

5.22.1 Except as disclosed on Schedule 5.22.1: (a) there are no labor disputes, grievances, work slowdowns, lockouts, work stoppages, picketing or strikes pending, or to Seller's Knowledge, threatened with respect to any of the Operating Companies, and there have been no such troubles at any time during the past five (5) years; (b) no employee of any of the Operating Companies is represented by a labor union or other bargaining representative; (c) none of the Operating Companies is a party to, or otherwise subject to, any collective bargaining agreement or other agreement with a labor union or other employee bargaining representative, and no such agreement is being negotiated by any of the Operating Companies; (d) no petition has been filed or proceedings instituted by any labor union or other labor organization with any Governmental Authority seeking recognition or certification as a bargaining representative of any employee or group of employees of any of the Operating Companies; (e) there are no pending or, to Seller's Knowledge, threatened unfair labor practice charges against any of the Operating Companies before the National Labor Relations Board or any analogous state or foreign Governmental Authority; (f) none of the Operating Companies has, and is not currently, engaged in any unfair labor practice as defined in the National Labor Relations Act; (f) to Seller's Knowledge there is no organizational effort currently being made or threatened by, or on behalf of, any labor union or other labor organization to organize any employees of any of the Operating Companies, and there have been no such efforts for the past five (5) years; and (g) to Seller's Knowledge no demand for recognition as the bargaining representative of any employee or group of employees of any of the Operating Companies has been made.

5.22.2 Each of the Operating Companies is and has been in compliance in all material respects with all applicable Legal Requirements pertaining to labor and employment, including labor relations, fair employment practices, immigration, wages, hours, the classification and payment of employees and independent contractors, child labor, hiring, working conditions, meal and break periods, privacy, health and safety, workers' compensation, leaves of absence and unemployment insurance. None of the Operating Companies has incurred, and no circumstances exist under which any of the Operating Companies would reasonably be expected to incur, any liability arising from the misclassification of employees as consultants or independent contractors and/or from the misclassification of employees as exempt from the requirements of the Fair Labor Standards Act or similar state Legal Requirements.

5.22.3 Except as disclosed on Schedule 5.22.3, there are no Actions against any of the Operating Companies pending, or to Seller's Knowledge, threatened to be brought or filed, by or before any Governmental Authority by or concerning any current or former applicant, employee or independent contractor of any of the Operating Companies, and there have been no such Actions pending, or to Seller's Knowledge, threatened, in the past five (5) years.

5.22.4 True and complete information as to the name, current job title and compensation for each of the last three (3) years of all current directors and executive officers of

each of the Operating Companies has been provided to Buyer. As of the date hereof, no officer or other key employee has given notice of termination of employment, or otherwise disclosed plans to terminate employment, with any of the Operating Companies. No officer or other key employee of any of the Operating Companies is employed pursuant to a visa, work permit or other work authorization that is time-limited.

5.22.5 None of the Operating Companies has, during the ninety (90) day period prior to the date hereof, taken any action that would constitute a "Mass Layoff" or "Plant Closing" within the meaning of the Worker Adjustment and Retraining Notification Act or similar state Legal Requirement.

5.23 Litigation; Government Orders. Except as set forth on Schedule 5.23 (which matters have not and could not be expected to result in (a) aggregate Losses to any of the Operating Companies of greater than Ten Thousand Dollars ($10,000) or (b) the imposition of an injunction or other equitable relief with respect to any of the Operating Companies), there are, and during the past five (5) years there have been, no Actions (i) pending, or, to Seller's Knowledge, threatened against or affecting, or pending or threatened by, any of the Operating Companies, (ii) pending, or, to Seller's Knowledge, threatened against or affecting, any of the Operating Companies' officers, managers, employees or contractors (including their physicians, pharmacists and other clinical practitioners) with respect their business activities, (iii) pending, or to Seller's Knowledge, threatened against or affecting, the Contemplated Transactions, or (iv) pending, or, to Seller's Knowledge, threatened, seeking an injunction or other prohibition preventing any of the Operating Companies from engaging in any commercial act in any jurisdiction, and to Seller's Knowledge there are no facts making the commencement of any Action described in the foregoing clauses (i), (ii), (iii) or (iv) reasonably likely. None of the Operating Companies (A) is the subject of any judgment, decree, injunction, or Government Order and (B) has plans to initiate any Action. Seller is fully insured with respect to each of the matters required to be set forth on Schedule 5.23.

5.24 Insurance. Schedule 5.24 sets forth a true and complete list of all insurance policies in force with respect to the Operating Companies or any other of their respective employees, officers or directors (or an equivalent position). The list includes for each insurance policy the type of insurance policy, form of coverage, policy number, name of insurer, period (term), limits, deductibles and premiums. All such policies are in full force and effect, all premiums with respect thereto covering all periods up to and including the Closing have or will have been paid, none of the Operating Companies is in default thereunder, and no notice of cancellation or termination has been received by any of the Operating Companies with respect to any such insurance policy. Schedule 5.24 also describes any self-insurance or co-insurance arrangements by or affecting any of the Operating Companies, including any reserves established thereunder. In addition, Schedule 5.24 contains a list of all pending claims and all claims submitted during the previous three (3) years under any insurance policy maintained by any of the Operating Companies. No insurer has (a) denied or disputed (or otherwise reserved its rights with respect to) the coverage of any such claim pending under any insurance policy or (b) to Seller's Knowledge, threatened to cancel any such insurance policy. Except as disclosed on Schedule 5.24, to Seller's Knowledge, no insurer plans to raise the premiums for, or materially alter the coverage under, any such insurance policy. Except as disclosed on Schedule 5.24, none of the Operating Companies' insurance policies provides for any retrospective premium adjustment or other experience-based liability on the part of any of the Operating Companies. To Seller's Knowledge, there is no claim which, individually or in the aggregate with other claims, could reasonably be expected to impair any current or historical limits of insurance available to any of the Operating Companies, nor has any current or past insurer of any of the Operating Companies become insolvent.

5.25 Investment Representation. Group is an "accredited" investor within the meaning of Rule 501 under the 1933 Act and is acquiring Holdings Units solely for its own account for investment purposes and not with a view to, or for offer or sale in connection with, any distribution thereof. Each Seller Party and Group acknowledge that Holdings Units are not registered under the 1933 Act, or any state securities laws, and that Holdings Units may not be transferred or sold except pursuant to the registration provisions of the Securities Act or pursuant to an applicable exemption therefrom and subject to state securities laws and regulations, as applicable. Group is able to bear the economic risk of holding Holdings Units for an indefinite period (including total loss of its investment), and has sufficient knowledge and experience in financial and business matters so as to be capable of evaluating the merits and risk of its investment.

5.26 No Prior Operations. Prior to the Asset Transfer, neither Holdings nor Management Service Company had any Assets or Liabilities (other than those incidental to and reasonably required to effect the Asset Transfer). Prior to the Asset Transfer, neither Holdings nor Management Service Company engaged in any operations or activities (other than in connection with effectuating the Asset Transfer).

5.27 Restructuring Transactions. Each of the Restructuring Transactions have been effected in accordance with the Contribution Agreement, the Exchange Agreement and the Share Purchase Agreement (collectively, "Restructuring Documents") and such Restructuring Documents have not been amended or otherwise modified. Other than the Restructuring Documents, no other agreements or arrangements have been entered into in connection with the Restructuring Transactions.

5.28 No Brokers. Except as set forth on Schedule 5.28, no Seller Controlled Party has Liability of any kind to, and is not subject to any claim of, any broker, finder or agent in connection with the Contemplated Transactions other than those which will be paid by a Seller Party prior to the Closing or which will be included in the Transaction Expenses.

5.29 Disclosure. None of the representations and warranties contained in this Article 5, nor any Seller Disclosure Schedules attached hereto and delivered in connection with such representations and warranties, contain any untrue statement of material fact or omit to state any material fact necessary in order to make the statements and information contained herein and therein not misleading.

6. REPRESENTATIONS AND WARRANTIES OF BUYER.

In order to induce Seller Parties to enter into and perform this Agreement and to consummate the Contemplated Transactions, Buyer represents and warrants to Seller Parties, as of the Contribution Date and as of the Closing Date, as follows:

6.1 Organization. Buyer is duly organized, validly existing and in good standing under the laws of the State of Delaware.

6.2 Power and Authorization. The execution, delivery and performance by Buyer of this Agreement and each Ancillary Agreement to which it is a party and the consummation of the Contemplated Transactions are within the power and authority of Buyer and have been duly authorized by all necessary action on the part of Buyer. This Agreement and each Ancillary Agreement to which Buyer is a party (a) has been and will be duly executed and delivered by Buyer and (b) is and will be a legal, valid and binding obligation of Buyer, enforceable against such party in accordance with its terms.

6.3 Authorization of Governmental Authorities. No action by (including any authorization, consent or Approval), or in respect of, or filing with, any Governmental Authority is

required for, or in connection with, the valid and lawful (a) authorization, execution, delivery and performance by Buyer of this Agreement and each Ancillary Agreement to which Buyer is a party or (b) consummation of the Contemplated Transactions by Buyer.

6.4 Noncontravention. Neither the execution, delivery and performance by Buyer of this Agreement or any Ancillary Agreement to which Buyer is a party nor the consummation of the Contemplated Transactions will: (a) assuming the taking of any action by (including any authorization, consent or Approval) or in respect of, or any filing with, any Governmental Authority, in each case, as disclosed on Schedule 6.3, violate any provision of any Legal Requirement applicable to Buyer; (b) result in a Breach of any Contractual Obligation of Buyer; (c) require any action by (including any authorization, consent or Approval) or in respect of (including notice to), any Person under any Contractual Obligation of Buyer; or (d) result in a Breach of Buyer's Organizational Documents.

6.5 No Brokers. Buyer has no Liability of any kind to any broker, finder or agent with respect to the Contemplated Transactions for which any of Seller Parties could be liable.

6.6 Disclosure. None of the representations and warranties contained in this Article 6 contain any untrue statement of material fact or omit to state any material fact necessary in order to make the statements and information contained herein and therein not misleading.

7. COVENANTS.

7.1 Collateral Access Agreements and Landlord Consents. Prior to the Closing, Seller Parties shall provide to Buyer: (a) a collateral access agreement under each Real Property Lease listed on Schedule 7.1 and (b) a letter from the landlord under each Real Property Lease that such landlord consents to the transactions contemplated hereby in respect of such Real Property Lease, in each case, in form and substance reasonably satisfactory to Buyer.

7.2 Beneficial Owners' Release. Effective as of the Closing, each Beneficial Owner, on behalf of himself and his Affiliates, hereby irrevocably waives, releases, remises, and forever discharges each of Seller, Buyer, Holdings, Management Service Company and each of their respective Affiliates from any and all Liabilities of such party owed to such Beneficial Owner or any of its Affiliates for any claims of any kind which such Beneficial Owner or any of its Affiliates may have against such party as of the date hereof (other than claims arising under this Agreement which such claims shall be governed by Article 10).

7.3 Certain Information. From the Closing Date until the eighth (8^{th}) anniversary of the Closing Date, Seller will, and Doctor Owner will (and prior to the Final Approval Transfer, the Temporary Doctor Owners will) cause Seller to, preserve all books, records, contracts, data, information and documents possessed or to be possessed by it relating to any of the Acquired Assets prior to the Asset Transfer. After the Closing Date, Seller will, and Beneficial Owners will cause Seller to, permit Buyer and its Representatives to have full access (at reasonable times and upon reasonable notice) to such books, records, contracts, data, information and documents and to make copies of such books, records, contracts, data, information and documents as Buyer or its Representatives may reasonably request.

7.4 Confidentiality. Each Seller Party hereby agrees with Buyer that such Seller Party will not, and that such Seller Party will cause its Affiliates not to, at any time on or after the Closing, directly or indirectly, without the prior written consent of Buyer, disclose or, other than in connection with such Seller Party's ongoing role as a director, manager, officer or employee of Seller, use, any confidential or proprietary information involving or relating to the Business, the Acquired Assets or the Contemplated Transactions; provided that the information subject to this Section 7.4 will not include any

information generally available to, or known by, the public (other than as a result of a violation hereof). Each Seller Party hereby agrees that it shall be responsible for any Breach or violation of the provisions of this Section 7.4 by any of its Affiliates or its or its Affiliates' Representatives.

7.5 Publicity. No public announcement or disclosure shall be made by any Seller Party respect to the subject matter of this Agreement or the Contemplated Transactions or any of the terms hereof or thereof without the prior written consent of Buyer (which consent shall not be unreasonably withheld, conditioned or delayed); provided that the provisions of this Section 7.5 shall not prohibit (a) any disclosure required by any applicable Legal Requirements (in which case the disclosing party shall provide the other parties with the opportunity to review in advance any such disclosure), or (b) any disclosure made in connection with the enforcement of any right or remedy relating to this Agreement or the Contemplated Transactions.

7.6 Noncompetition and Nonsolicitation.

7.6.1 Through the period ending on the five (5) year anniversary of the Closing Date (the "Restricted Period") none of Beneficial Owners shall, directly or indirectly, for himself or through any other Person, in any capacity, engage in or participate in any activity competitive with all or any portion of the Business (as conducted by Seller immediately prior to the Asset Transfer) anywhere within a geographic radius of forty-five (45) miles of any of Seller's offices or any of the locations in which Seller provide services, in each case as of the Contribution Date; provided that the passive ownership of less than 5% of the outstanding Ownership Interest in any publicly traded corporation shall not be deemed, solely by reason thereof, a violation of this Section 7.6.1. For purposes of this Agreement, the term "participate in" includes any direct or indirect interest in any enterprise, whether as a stockholder, member, partner, joint venturer, franchisor, franchisee, owner, investor, agent, employee executive, consultant, or otherwise or rendering any direct or indirect service or assistance to any Person.

7.6.2 During the Restricted Period, none of Beneficial Owners shall, directly or indirectly, (a) solicit for hiring or hire any Person who was an employee or independent contractor of Seller at any time during the twelve (12) month period preceding the Closing Date or otherwise seek to encourage, influence or persuade any such Person to terminate or diminish his or her relationship with Seller, or (b) (i) encourage, influence or solicit business from any Person which is or was a patient, referral source, client or customer of Seller during the twelve (12) month period preceding the Closing Date (or any successor in interest to any such Person) for the purpose of securing business or contracts related to the Business or (ii) solicit, encourage, attempt to influence, initiate or participate in discussions or negotiations with, or provide any information to, any patient, referral source, client or customer of Seller during the twelve (12) month period preceding the Closing Date with respect to the termination or other alteration of his, her or its relationship with Seller.

7.6.3 During and at all times after the Restricted Period, each Beneficial Owner agrees that he will not use or register, and will not permit, contact, recruit, encourage or solicit others to use or register, directly or indirectly, in connection with the Business or in connection with any business that is competitive with or similar to the Business, anywhere in the world: (a) any mark incorporating his name or the name of the Business in whole or in part (including, any variation, abbreviation or foreign equivalent of his name) or the name Colonial Family Practice or (b) any mark confusingly similar to his name, the name Colonial Family Practice or any abbreviation thereof. Each Beneficial Owner further agrees not to challenge Buyer's, Holdings' or Management Service Company's right to own, license or assign the Seller Intellectual Property Rights.

7.6.4 Each Beneficial Owner hereby acknowledges and agrees that the covenants and agreements set forth in this Section 7.6 were a material inducement to Buyer to enter into this Agreement and to perform its obligations hereunder, that such covenants and agreements are reasonable and not unduly burdensome, that Buyer would not have entered into this Agreement or agreed to engage in any of the Contemplated Transactions without Beneficial Owners agreeing to the covenants and agreements set forth in this Section 7.6, that he is possessed of goodwill of the Business, and that Buyer would incur a significant loss of the goodwill being purchased as part of the Contemplated Transactions if any Beneficial Owner were to Breach any of the provisions of this Section 7.6. Each Beneficial Owner recognizes and agrees that he can abide by these agreements and covenants and still find gainful employment in his chosen field of employment without violating these agreements and covenants. Therefore, in addition to its rights under Section 11.13 below and any other rights and remedies that they may have at law or in equity, Buyer shall be entitled, (a) to obtain injunctive relief restraining any actual or threatened Breach of this Section 7.6 and to have this Section 7.6 specifically enforced without need to post bond and to recover their reasonable attorneys' fees and costs incurred thereby, it being agreed that any actual or threatened Breach of this Section 7.6 would cause irreparable injury and that money damages would not provide an adequate remedy and (b) to require each Beneficial Owner, if he commits any actual or threatened Breach of this Section 7.6, to account for and pay over any profits, monies, accruals, increments, or other benefits derived or received by such Beneficial Owner as the result of any such actual or threatened Breach.

7.6.5 If the final judgment of a court of competent jurisdiction declares that any term or provision of this Section 7.6 is invalid or unenforceable, the parties hereto agree that the court making the determination of invalidity or unenforceability shall have the power to reduce the scope, duration, or area of the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be enforceable as so modified after the expiration of the time within which the judgment may be appealed. The provisions of this Section 7.6 shall be in addition to, and not in limitation of, any other similar provisions to which any Beneficial Owner is bound or may be bound in the future.

7.6.6 Notwithstanding anything to the contrary contained herein, Buyer shall have the unilateral power to amend or modify this Section 7.6, in whole or in part, to reduce the scope, duration, area or the term or any other provision of this Section 7.6, and this Agreement shall be enforceable as so modified after any such amendment.

7.6.7 Buyer shall be entitled to provide a copy of this Section 7.6 and any terms incorporated herein to any Person that Buyer reasonably believes may be employing or retaining the services of any Beneficial Owner.

7.6.8 For clarity, the foregoing restrictions shall not apply to the operation of Seller following the Closing pursuant to the terms of the Management Services Agreement or the provision of services by any Beneficial Owner pursuant to the terms of the Employment Agreements.

7.7 Further Assurances. From and after the Closing Date, upon the request of Seller Parties or of Buyer, each of the parties hereto shall do, execute, acknowledge, and deliver all such further acts, assurances, deeds, assignments, transfers, conveyances, and other instruments and papers as may be reasonably required or appropriate to carry out and/or evidence the Contemplated Transactions. No Seller Party shall take any action that is designed or intended to have the effect of discouraging any lessor,

licensor, supplier, distributor, student, instructor or customer of any of the Operating Companies or other Person with whom any of the Operating Companies has a relationship from maintaining the same relationship with the Operating Companies after the Closing as it maintained prior to the Closing. Seller Parties will refer all customer inquiries relating to the Business to Buyer, or Seller, as appropriate, from and after the Closing.

7.8 Fees and Expenses.

7.8.1 Except as otherwise provided in this Agreement (including Section 3.3(f)), each party shall bear its own costs, expenses, and fees incurred in connection with the negotiation, execution, or performance of this Agreement or the Contemplated Transactions; provided, that if the Closing occurs (a) the Transaction Expenses shall be borne solely by Beneficial Owners in accordance with this Agreement and (b) Holdings and Management Service Company shall each be jointly and severally responsible to pay all Buyer Expenses.

7.8.2 Upon the terms and subject to the conditions set forth in this Agreement, Buyer shall, following the Closing and upon consummation of the Borrowing pursuant to the execution of the Freeport Documents, cause Holdings to distribute to (a) Buyer, a portion of the Borrowing Distribution equal to $7,940,969.96 (with such amount used by Buyer to satisfy the Buyer Note) and (b) Group, a portion of the Borrowing Distribution equal to $5,293,979.98 (in accordance with the instructions set forth in the Funds Flow).

7.9 Tax Matters.

7.9.1 Tax Sharing Agreements. All Tax sharing agreements or similar agreements and all powers of attorney with respect to or involving Seller, Holdings or Management Service Company will be terminated prior to the Closing and, after the Closing, Seller will not be bound thereby or have any Liability thereunder.

7.9.2 Certain Taxes and Fees. All transfer, documentary, sales, use, stamp, registration and other such Taxes, and any conveyance fees, recording charges or other fees incurred by any party in connection with the Contemplated Transactions ("Transfer Taxes") shall be paid by Seller when due. Seller shall, at its own expense, file all necessary Tax Returns and other documentation with respect to all such Transfer Taxes and the parties hereto will cooperate with each other in preparing and filing any such Tax Returns and other documentation.

7.9.3 Cooperation on Tax Matters. Buyer and Seller Parties shall cooperate fully, as and to the extent reasonably requested by the other party, in connection with any Tax matters relating to Seller, Holdings or Management Service Company including access to records, whether business or personal, for the preparation of any Tax Returns or for the defense of any Tax claim or assessment, whether in connection with an audit or otherwise. Except with respect to information that is generally available to the public, a party requesting information from another party shall (a) hold all such information in the strictest confidence, except as required by applicable Law or which must be disclosed in connection with any audit or Governmental Authority inquiry, (b) shall disseminate such information only to its officers, directors, employees and representatives who have been advised of the confidential nature of such information, and only on an as-needed basis, (c) shall return promptly, upon request of the other party, all copies of the information received by it, and (d) shall take all steps necessary to cause its officers, directors, employees and representatives to comply with the terms and conditions of this Section 7.9.3. Buyer and Seller Parties shall (i) retain all books and records with respect to Taxes pertaining to the Acquired Assets for a period of at least eight (8) years following the Closing Date; (ii)

cooperate with each other in the conduct of any audit or other proceeding relating to Taxes involving the Acquired Assets or the Business; (iii) provide timely notice to the other parties in writing of any pending or threatened Tax audits or assessments relating to Taxes of the Business or the Acquired Assets for taxable periods for which the other may have a Liability; and (iv) furnish the other with copies of all correspondence received from any Governmental Authority in connection with any Tax audit or information request with respect to any such taxable period.

7.10 Bulk Sales Laws. Buyer and Seller Parties hereby waive compliance by Buyer, Holdings, Management Service Company and Seller with the bulk sales Law and any other similar Laws in any applicable jurisdiction in respect of the transactions contemplated by this Agreement and the Ancillary Agreements; provided, however, that Seller shall pay and discharge when due all claims of creditors asserted against Buyer, Holdings or Management Service Company or the Acquired Assets by reason of such noncompliance and shall take promptly all necessary actions required to remove any Encumbrance which may be placed upon any of the Acquired Assets by reason of such noncompliance.

7.11 Directors' and Officers' Liability Insurance. Prior to the Closing, Seller shall purchase a "tail" directors' and officers' liability insurance policy and a "tail" employment practices liability policy, in such amounts and on such terms acceptable to Buyer.

7.12 Post-Closing Doctor Owner Indemnity.

7.12.1 Scope. Buyer hereby agrees to indemnify, defend and hold harmless Doctor Owner to the fullest extent not prohibited by law from and against any and all Losses imposed on, incurred or suffered by or asserted against Doctor Owner by a third party (a "Doctor Owner Claim") following the date hereof as a result of or to the extent or directly or indirectly arising out of his ownership of equity interests of Seller, provided, however, in no event shall Buyer be liable for any Losses imposed on, incurred or suffered by or asserted against Doctor Owner if the Losses resulted from or directly or indirectly arose out of: (i) the period on or prior to the date hereof, (ii) Doctor Owner's obligations arising under this Agreement, (iii) Doctor Owner's breach of the employment agreement with the Management Services Company, his Employment Agreement, the Liaison Agreement or the Membership Interest Control Agreement, (iii) Doctor Owner's rendering of medical or other healthcare services or his supervision of medical or other healthcare services provided to his patients, (iv) Doctor Owner's breach of his fiduciary duties under applicable Law, (v) a court of competent jurisdiction finding Doctor Owner personally liable for Losses through a "piercing" of the corporate veil (or similar legal concept) resulting from Doctor Owner's fraud, gross negligence, willful misconduct or failure to comply with any reasonable written request of Buyer delivered to Doctor Owner in accordance with the notice provisions applicable to "Seller Party" in Section 11.1, (vii) fraud, gross negligence or willful misconduct of Doctor Owner, or (viii) any criminal proceeding against Doctor Owner unless Doctor Owner had no reasonable cause to believe his conduct was unlawful.

7.12.2 Procedures. Doctor Owner will give Buyer notice in writing within fifteen (15) days after Doctor Owner becomes aware of the assertion of a Doctor Owner Claim by any Person that could give rise to a right of indemnification pursuant to Section 6.12.1. The failure to so notify Buyer shall not relieve Buyer of any obligation that it may have to Doctor Owner pursuant to Section 7.12.1 or otherwise except to the extent that such omission to notify resulted in actual material prejudice to it. Buyer may elect to undertake the defense of any Doctor Owner Claim so long as (a) Buyer gives written notice that it will, and thereby covenants to, indemnify, defend and hold harmless Doctor Owner from and against the entirety of any and all Losses Doctor Owner may suffer resulting from, arising out of, relating to, or caused by such Doctor Owner Claim (provided that if such Losses are later determined by a court of competent

jurisdiction to have resulted from any of the matters set forth in sub-clauses (i) through (viii) of Section 7.12.1 Buyer shall not be liable for any such Losses notwithstanding its election to undertake defense of such Doctor Owner Claim), and (b) such Doctor Owner Claim does not relate to or otherwise arise in connection with any criminal or regulatory enforcement action. If Buyer elects to defend Doctor Owner against any Doctor Owner Claim, Buyer shall continuously conduct the defense of such Doctor Owner Claim actively, diligently and in good faith. If Buyer elects to defend Doctor Owner against any Doctor Owner Claim, Doctor Owner may retain one separate co-counsel reasonably acceptable to Buyer at Doctor Owner's sole cost and expense and participate in the defense of such Doctor Owner Claim; provided that Buyer will pay the fees and expenses of separate counsel retained by Doctor Owner that are incurred prior to Buyer's assumption of control of the defense of such Doctor Owner Claim; provided, further, that Buyer or will pay the fees and expenses of separate counsel retained by Doctor Owner if Doctor Owner has been advised by counsel in writing that an actual or potential conflict exists between Doctor Owner and Buyer in connection with the defense of such Doctor Owner Claim. Doctor Owner shall provide any assistance and/or information reasonably requested by Buyer in connection with the defense of such Doctor Owner Claim (including, but not limited to, furnishing to Buyer in reasonable detail any and all books, records and other materials as Doctor Owner may have with respect to such Doctor Owner Claim). Buyer will not consent to the entry of any judgment or enter into any compromise or settlement with respect to any Doctor Owner Claim subject to Section 7.12.1 without the prior written consent of Doctor Owner (which consent shall not be unreasonably withheld, conditioned or delayed) unless such judgment, compromise or settlement (i) provides for the payment by Buyer of money as sole relief for the claimant, (ii) results in the full and general release of Doctor Owner from all Losses arising out of or relating to, or in connection with, such Doctor Owner Claim and (iii) involves no finding or admission of any violation of law or the rights of any person and no effect on any other claims that may be made against Doctor Owner. If Buyer does not (or is not permitted to) assume control of the defense of any Doctor Owner Claim, Doctor Owner may defend, and may, with the prior written consent of Buyer (which consent shall not be unreasonably withheld, conditioned or delayed), consent to the entry of any judgment or enter into any compromise or settlement with respect to, such Doctor Owner Claim. Buyer shall not be liable to indemnify Doctor Owner under Section 7.12.1 for any amounts paid in settlement of any proceeding or claim effected without Buyer's written consent, which shall not be unreasonably withheld, conditioned or delayed.

7.12.3 Recovery Under Insurance Policies. To the extent that Seller maintains an insurance policy or policies providing liability insurance for managers, directors, officers, employees, or agents or fiduciaries of Seller, and any Doctor Owner Claim that Doctor Owner has that would otherwise be subject to indemnification by Buyer pursuant to Section 7.12.1 is covered by such policies, Doctor Owner shall first reasonably pursue recovery under such policies (which such policies shall be the primary sources of recovery) prior to seeking indemnification from Buyer and Buyer shall not be liable under this Section 7.12 to make any payment of amounts otherwise indemnifiable hereunder to the extent the proceeds, if any, actually received by Doctor Owner under any such policy are sufficient to satisfy the applicable Doctor Owner Claim.

7.12.4 Payments. Any payment owing from Buyer to Doctor Owner pursuant to this Section 7.12 will be made directly by Buyer. Buyer shall be entitled to all rights of Doctor Owner against Seller or any other third party in respect of any Losses paid by Buyer pursuant to this Section 7.12. If Buyer shall pay all or any part of any Losses, Doctor Owner shall, at Buyer's reasonable request, execute and deliver to Buyer documents reasonably required to evidence the transfer by subrogation to Buyer of any interest resulting from such payment by Buyer.

7.12.5 Temporary Doctor Owners. From the date hereof until the consummation of the Final Approval Transfer, this Section 7.12 shall apply with respect to each Temporary Doctor Owner *mutatis mutandis.*

8. EMPLOYEES AND EMPLOYEE BENEFITS

8.1 Employees. Schedule 8.1 lists all of Seller's employees who are not Healthcare Providers (collectively, "Non-Practitioner Employees"), as of the date hereof, including for each such employee, his or her (i) name, (ii) job title, (iii) department, (iv) base salary or wage rate, (v) date of hire, (vi) status as a full-time or part-time employee, (vii) location, (viii) 2014 bonus or commission, and (ix) exempt or non-exempt status. Schedule 8.1 also lists the name of each Non-Practitioner Employee who was on a leave of absence as of the date hereof.

8.1.1 Offer of Employment. Buyer shall offer employment with Management Service Company to those of the Non-Practitioner Employees listed on Schedule 8.1 selected by Buyer. Such offers shall be conditioned upon the Closing occurring. Buyer shall have the right to discuss such offers with Non-Practitioner Employees prior to the Closing.

8.1.2 Continuing Employees. All Non-Practitioner Employees who accept such offer and who actually commence employment with Buyer are referred to as "Continuing Employees." All Non-Practitioner Employees who are not provided with such offer or who reject Buyer's employment offer are referred to as "Rejecting Employees."

8.1.3 Employment Agreements. At the Closing, Seller shall enter into an employment agreement with each Beneficial Owner in substantially the form attached hereto as Exhibit M (collectively, the "Employment Agreements").

8.1.4 Purchaser Obligations. Nothing in this Agreement shall obligate Buyer to continue the employment of any Continuing Employee after the Closing for any period; provided, however, that Buyer shall be responsible for the payments and benefits to be provided to Continuing Employees in accordance with Section 8.2, and continuation coverage for Continuing Employees in accordance with Section 8.2, as well as any other potential liability relating to any discontinuation of the employment of any Continuing Employee on or after the Closing. Buyer shall not have any obligation whatsoever to provide severance benefits, continuation coverage or any other benefit to any Rejecting Employee or any Non-Practitioner Employee. Buyer shall provide Seller with a written list of all Non-Practitioner Employees who reject Buyer's employment offer within five (5) business days after the Closing.

8.2 Employee Benefits.

8.2.1 Benefit Plans.

(a) Management Service Company, Buyer or their ERISA Affiliates will establish employee benefit plans and programs that are substantially comparable in the aggregate to the employee benefit plans and programs in place for Continuing Employees under Company Plans, immediately prior to Closing (collectively, "Buyer Plans"). Following the Closing, Seller and its ERISA Affiliates shall continue to satisfy when due all outstanding obligations to Continuing Employees and/or Rejecting Employees under Company Plans (including the payment of all amounts triggered by the termination of the employment of Continuing Employees and/or Rejecting Employees).

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(b) For purposes of eligibility, vesting and calculation of vacation benefits under Buyer Plans, Buyer shall credit each Continuing Employee with his or her years of service with Seller or its ERISA Affiliates, and any predecessor entities, to the same extent as such Continuing Employee was entitled immediately prior to the Closing to credit for such service under any similar Company Plan. The Buyer Plans shall not deny Continuing Employees coverage on the basis of pre-existing conditions and shall credit Continuing Employees for any deductibles and out-of-pocket expenses paid in the calendar year of initial participation in Buyer Plans.

8.2.2 COBRA. Seller and its ERISA Affiliates shall continue to provide continuation coverage required under the applicable requirements of Section 4980B(f) of the Code and Sections 601 to 608 of ERISA ("COBRA Coverage") to (a) all current and former employees of Seller and its ERISA Affiliates (and the qualified beneficiaries and other covered individuals of such persons) who are entitled to such coverage with respect to "qualifying events" (within the meaning of Section 4980B(f) of the Code) which occur on or prior to the Closing Date and (b) all Rejecting Employees. Buyer shall be responsible for providing COBRA Coverage to any Continuing Employee (and his or her qualified beneficiaries and other covered individuals) who has a "qualifying event" while participating in a Buyer Plan that provides group medical plan benefits.

8.2.3 WARN Act. The parties do not anticipate that there will be any "employment losses" as a consequence of the transactions contemplated by this Agreement that trigger obligations under the WARN Act or under any similar provision of any federal, state, regional, foreign, or local Law, rule, or regulation (collectively, "WARN Act Obligations"). Notwithstanding the foregoing, Seller and its ERISA Affiliates and their respective Affiliates shall be solely liable for any WARN Act Obligations resulting from an "employment loss" (as defined in the WARN Act) occurring on or prior to the Closing Date. Buyer shall be solely liable for any WARN Act Obligations resulting from any such "employment loss" occurring on or after the Closing Date with respect to Continuing Employees.

8.2.4 Cooperation. Upon request, prior to and following the Closing, Seller and its ERISA Affiliates shall provide Buyer, and Buyer shall provide Seller or its ERISA Affiliates such documents, data and information as may reasonably be necessary to implement the provisions of this Section 8.2 and to administer their respective benefit plans.

9. ADDITIONAL CLOSING DELIVERIES.

9.1 Seller Parties' Closing Deliveries. At the Closing, Seller Parties shall deliver to Buyer each of the following:

9.1.1 Consents. All authorizations, consents and approvals disclosed or required to be disclosed on Schedule 5.3 or Schedule 5.4, or as otherwise reasonably requested by Buyer, in a manner reasonably satisfactory in form and substance to Buyer.

9.1.2 Instruments of Conveyance and Transfer. Such general warranty deeds, bills of sale, endorsements, stock powers, consents, assignments and other good and sufficient instruments of conveyance and assignment as are necessary to vest in Buyer all right, title and interest in and to Holdings Preferred Units in form and substance reasonably satisfactory to Buyer.

9.1.3 Certificate of Seller. A certificate dated as of the Closing Date and signed by the Secretary of Seller certifying that: (a) Seller's Organizational Documents attached to such certificate are true, correct and complete, (b) Seller's Organizational Documents have been in full force and effect in the form attached to such certificate from and after the date of the adoption of the resolutions referred to in clause (c) below and no amendment to Seller's Organizational Documents has occurred from and after the date of the last amendment annexed thereto, (c) the resolutions of the shareholders and board of directors authorizing (i) this Agreement, (ii) the documents, certificates, instruments and agreements contemplated hereby or required to be delivered pursuant to this Agreement, including the Ancillary Agreements, to which Seller is a party, and (iii) the transactions contemplated by this Agreement and the Ancillary Agreements to which Seller is a party, were duly adopted at a duly convened meeting thereof (at which a quorum was present and acting throughout) or by written consent, remain in full force and effect, and have not been amended, rescinded or modified, and (d) the officers executing on behalf of Seller this Agreement and each of the Ancillary Agreements to which Seller is a party are incumbent officers and duly authorized to execute such agreements and documents on behalf of Seller.

9.1.4 Good Standing Certificate. A certificate of good standing for each Seller Controlled Party from its jurisdiction of formation as of a date not more than fifteen (15) days prior to the Closing Date.

9.1.5 Ancillary Agreements. Each of the Ancillary Agreements, duly executed by the applicable Seller Controlled Parties.

9.1.6 Section 1445 Affidavits. Affidavits signed by officers of Seller and Group reasonably acceptable to Buyer, in form and substance reasonably satisfactory to Buyer, to the effect that each of Seller and Group is not a "foreign person," "foreign corporation," "foreign partnership," "foreign trust" or "foreign estate" under Section 1445 of the Code and Treasury Regulations Sections 1.897-2(h) and 1.1445-2(c)(3) (and corresponding provisions under state law) and containing all such other information as is required to comply with the requirements of such Section, so that each of Buyer and Holdings is exempt from withholding any amounts from the Aggregate Cash Purchase Price or the Buyer Note payable hereunder.

9.1.7 Employment Agreements. Fully executed Employment Agreements.

9.1.8 Holdings LLC Agreement. The executed Holdings LLC Agreement or an executed joinder or other document agreeing to be bound by the terms of Holdings LLC Agreement.

9.1.9 Collateral Access Agreements and Landlord Consents. Each of the items required to be delivered pursuant to Section 7.1.

9.1.10 Payoff Letters. (a) Evidence of payoff with respect to the Closing Debt, (b) authority to file terminations of any financing statements filed in connection with any Closing Debt and (c) unconditional releases of any other Encumbrances granted in connection with any Closing Debt, in each case, in form and substance reasonably satisfactory to Buyer.

9.1.11 Legal Opinion. A legal opinion in the form attached hereto as Exhibit O.

9.1.12 Closing Documents. All other documents, instruments, and writings required to be delivered by Seller Parties to Buyer at or prior to the Closing pursuant to this Agreement,

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together with such other customary certificates, instruments, filings or other documents, in form and substance reasonably acceptable to Buyer, as Buyer may reasonably request to effect the transactions contemplated by this Agreement.

9.1.13 Repurchase Rights Agreement. The Repurchase Rights Agreement, duly executed by each Beneficial Owner, Group and Holdings.

9.1.14 Buyer Expenses Distribution. Upon the terms and subject to the conditions set forth in this Agreement, Holdings shall pay the Buyer Expenses by wire transfer of immediately available federal funds to such account and in accordance with the instructions set forth in the Funds Flow.

9.2 Buyer's Closing Deliveries. At the Closing, Buyer shall deliver to Seller Parties each of the following:

9.2.1 Certificate of Buyer. A certificate dated as of the Closing Date and signed by the Manager of Buyer certifying that (a) the resolutions of the Members and the Manager of Buyer authorizing (i) this Agreement, (ii) the documents, certificates, instruments and agreements contemplated hereby or required to be delivered pursuant to this Agreement, including the Ancillary Agreements, to which Buyer is a party, and (iii) the transactions contemplated by this Agreement and the Ancillary Agreements to which Buyer is a party, were duly adopted at a duly convened meeting thereof (at which a quorum was present and acting throughout) or by written consent, remain in full force and effect, and have not been amended, rescinded or modified; and (b) that the officers or other agents executing on behalf of Buyer this Agreement and each of the Ancillary Agreements to which Buyer is a party are incumbent officers and duly authorized to execute such agreements and documents on behalf of Buyer.

9.2.2 Ancillary Agreements. Each of the Ancillary Agreements, duly executed by Buyer.

9.2.3 Closing Documents. All other documents, instruments, and writings required to be delivered by Buyer to Seller Parties at or prior to the Closing pursuant to this Agreement, together with such other customary certificates, instruments, filings or other documents, in form and substance reasonably acceptable to Seller Parties, as Seller Parties may reasonably request to effect the transactions contemplated by this Agreement.

10. INDEMNIFICATION.

10.1 Indemnification by Beneficial Owners.

10.1.1 Indemnification. Subject to the provisions of this Article 10, from and after the Closing, Beneficial Owners (jointly and severally) shall indemnify and hold harmless Buyer, Holdings, Management Service Company and Seller, and each of their respective Affiliates, directors, officers, stockholders, partners, members, managers, employees, agents, consultants, advisors, and Representatives of each of the foregoing Persons (the "Buyer Indemnified Persons") from, against, and in respect of any and all Actions, Liabilities, Government Orders, Encumbrances, losses (including diminution in value), damages (including incidental and consequential damages), bonds, assessments, fines, penalties, Taxes, fees, costs (including costs of investigation, defense, and enforcement of this Agreement), expenses (including attorneys' and experts fees and expenses), or amounts paid in settlement ("Losses") which any Buyer

Indemnified Person may suffer, accrue, incur, sustain, or become subject to as a result of, arising out of, or directly or indirectly relating to:

(a) any Breach of any representation or warranty made by any Seller Party in this Agreement or in any certificate delivered pursuant to this Agreement;

(b) any Breach of any covenant or agreement of any Seller Party, or with respect to any period prior to Closing, Holdings or Management Service Company, in this Agreement or in any certificate delivered pursuant to this Agreement;

(c) any Liability for any Closing Debt, Transaction Expenses or Change of Control Payments, to the extent not paid in accordance with Sections 3.3 and 3.4;

(d) any Excluded Liability regardless of whether or not disclosed on the Seller Disclosure Schedules;

(e) (i) any Liability of any Person for Taxes arising out of the ownership of the Acquired Assets or conduct of the Business prior to the close of business on the Closing Date (the "Pre-Closing Tax Period") or incurred in connection with any of the transactions contemplated by this Agreement, (ii) any and all Taxes of any Person imposed on Seller or any Beneficial Owner pursuant to Treasury Regulation § 1.1502-6 or any analogous or similar state, local, or foreign law or regulation or as a result of any Tax sharing or Tax allocation agreement, arrangement, or understanding, or (iii) any and all Taxes of any Person imposed on Seller or any Beneficial Owner as a transferee or successor, by contract, or otherwise;

(f) any Liability arising out of the ownership of the Acquired Assets or the conduct of the Business prior to the close of business on the Closing Date;

(g) (i) matters disclosed in the self-disclosure to the Centers for Medicare & Medicaid Services to be made by Seller, pursuant to the CMS Voluntary Self-Referral Disclosure Protocol, (the "Self-Disclosure"); (ii) Seller's failure to submit the Self-Disclosure within sixty (60) calendar days after the date on which the potential overpayment was identified by Seller; (iii) matters directly related to the patient notification requirements set forth in the Self-Disclosure; (iv) claims arising under the Physician Self-Referral Law (42 U.S.C. 1395nn) and relating to Seller's compliance, prior to the Closing Date, with the patient notification requirements for magnetic resonance imaging and computed tomography referrals. For the avoidance of doubt, "Losses" for purposes of this Section 10.1.1(g) shall include any obligation of Seller to repay any overpayment pursuant to 42 U.S.C. §1320a-7k(d)) arising out of (i) through (iv) of this Section 10.1.1(g);

(h) Any Losses arising out of the alleged negligence claim against one of the Temporary Doctor Owners and Seller by Cynthia and Dwayne Baldwin filed in Sumter, South Carolina; or

(i) any Fraud of any Seller Party, or any director, manager, officer, employee, equityholder, agent or Representative of any of the foregoing (which, in each case, shall be indemnifiable by Beneficial Owners pursuant to this Section 10.1.1).

10.1.2 Certain Limitations.

(a) Beneficial Owners shall not have any obligation to indemnify and hold harmless the Buyer Indemnified Persons pursuant to Section 10.1.1(a): (i) unless and until the aggregate amount of all Losses for which Beneficial Owners would be liable pursuant to Section 10.1.1(a) exceeds on a cumulative basis an aggregate amount equal to Five Hundred Fifty Thousand Dollars ($550,000) (at which point Beneficial Owners shall indemnify the Buyer Indemnified Persons for all Losses from dollar one); and (ii) for Losses for which Beneficial Owners would be liable pursuant to Section 10.1.1(a) to the extent such Losses are in excess of Five Million Five Hundred Fifty Thousand Dollars ($5,550,000); provided that the limitations set forth in this Section 10.1.2(a) shall not apply with respect to (A) any Breach of any Fundamental Representation, (B) any Breach of Seller Parties' representations and warranties set forth in Sections 5.16 and 5.18, (C) any Breach of Seller Parties' representations and warranties set forth in Section 5.15 and (D) in the case of Fraud.

(b) The cumulative indemnification obligations of Beneficial Owners pursuant to (i) Section 10.1.1(a) with respect to (A) any Breach of Seller Parties' representations and warranties in Section 5.15 and (B) any Breach of any Fundamental Representation or any Breach of Seller Parties' representations and warranties Sections 5.16 and 5.18 and (ii) Sections 10.1.1(b)-10.1.1(f), shall, in each case, in no event exceed the Total Enterprise Value.

10.1.3 Other Provisions.

(a) For purposes of determining the amount of Losses arising in connection with a Breach of any representation or warranty of Seller Parties in this Agreement or in any certificate delivered pursuant to this Agreement, all qualifications in all such representations or warranties as to or by material, materiality, Material Adverse Effect, and all similar words or phrases shall be disregarded; provided that, all such qualifications shall be given full effect for purposes of determining whether or not there has been a Breach of any such representations or warranties giving rise to rights to indemnification under this Article 10;

(b) Any Indemnity Claim pursuant to Section 10.1 may be made by any Buyer Indemnified Person by giving written notice thereof to Beneficial Owners; and

(c) After the Closing, all rights and remedies of the Buyer Indemnified Persons pursuant to this Agreement (including any claim of the Buyer Indemnified Persons for indemnification under this Article 10 relating to any Loss (or any portion of such Loss)) shall be exercised exclusively by the Management Service Company (or other Buyer Indemnified Person at the direction of the Management Service Company) and any amounts payable to any Buyer Indemnified Person in connection with the exercise of such rights and remedies shall be paid to the Management Service Company; provided that the foregoing shall not limit the right of the other Buyer Indemnified Persons to exercise such right or remedy to the extent the underlying claim impacted such Buyer Indemnified Persons, but Management Service Company, Beneficial Owners (solely in their capacities as direct and indirect holders of equity interest in Holdings after the Closing), Holdings and Seller were not impacted by such claim.

10.2 Indemnification by Buyer.

10.2.1 Indemnification. Subject to the provisions of this Article 10, from and after the Closing, Buyer shall indemnify and hold harmless Seller Parties from, against, and in respect of any and all Losses which Seller Parties may suffer, sustain, or become subject to as a result of, arising out of, or directly or indirectly relating to:

(a) any Breach of any representation or warranty made by Buyer in this Agreement or in any certificate delivered pursuant to this Agreement;

(b) any Breach of any covenant or agreement of Buyer in this Agreement or in any certificate delivered pursuant to this Agreement;

(c) any Assumed Liability; or

(d) any Fraud of Buyer, or any director, manager, officer, employee, equity holder, agent or Representative of any of the foregoing (which, in each case, shall be indemnifiable by Buyer pursuant to this Section 10.2.1).

10.2.2 Certain Limitations.

(a) Buyer shall not have any obligation to indemnify and hold harmless Seller Parties pursuant to Section 10.2.1(a): (i) unless and until the aggregate amount of all Losses for which Buyer would be liable pursuant to Section 10.2.1(a) exceeds on a cumulative basis an aggregate amount equal to Five Hundred Fifty Thousand Dollars ($550,000) (at which point Buyer shall indemnify Seller Parties for all such Losses from dollar one); and (ii) for Losses for which Buyer would be liable pursuant to Section 10.2.1(a) to the extent such Losses are in excess of Five Million Five Hundred Fifty Thousand Dollars ($5,550,000); provided that the limitations set forth in this 10.2.2(a) shall not apply with respect to any obligation of Buyer to indemnify and hold harmless Seller Parties pursuant to Section 10.2.1(a) with respect to any Breach of any of the representations and warranties set forth in Sections 6.1 (Organization), 6.2 (Power and Authorization) and 6.5 (No Brokers).

(b) The cumulative indemnification obligations of Buyer pursuant to (i) Section 10.2.1(a) with respect to any Breach of any of the representations and warranties set forth in Sections 6.1 (Organization), 6.2 (Power and Authorization) and 6.5 (No Brokers) shall in no event exceed Total Enterprise Value and (ii) Sections 10.2.1(b)-10.2.1(d) shall in no event exceed the Total Enterprise Value.

10.2.3 Other Provisions. For purposes of determining the amount of Losses arising in connection with a Breach of any representation or warranty of Buyer in this Agreement or in any certificate delivered pursuant to this Agreement, all qualifications in all such representations or warranties as to or by material, materiality, Material Adverse Effect, and all similar words or phrases shall be disregarded; provided that, all such qualifications shall be given full effect for purposes of determining whether or not there has been a Breach of any such representations or warranties giving rise to rights to indemnification under this Article 10;

10.3 Survival. No claim may be made or suit instituted seeking indemnification pursuant to Sections 10.1.1(a) or 10.2.1(a) for any Breach of any representation or warranty unless a written notice describing such Breach in reasonable detail in light of the circumstances then known to the Indemnified Person, is provided to the Indemnifying Party: (a) at any time, in the case of any Breach of any of the Fundamental Representations or of any of the representations set forth in Sections 6.1 (Organization), 6.2 (Power and Authorization) and 6.5 (No Brokers); or in the case of any claim or suit based upon fraud, willful misconduct or intentional misrepresentation ("Fraud"); (b) at any time prior to sixty (60) days following the expiration of the applicable statute of limitations period in the case of any Breach of the representations and warranties in Sections 5.16 (Tax Matters) and 5.18 (Environmental Matters), (c) at any time prior to: (i) the fifth (5th) anniversary of the Closing Date (with respect to a Breach for which the underlying representation and warranty does not have a statute of limitations period under applicable

Law) or (ii) the expiration of the applicable statute of limitations period, in the case of any Breach of the representations and warranties set forth in Section 5.15 (Compliance with Healthcare Laws), and (d) at any time prior to the eighteen (18) month anniversary of the Closing Date, in the case of any Breach of any other representation and warranty in this Agreement. For clarity, all of the other covenants and agreements of the parties set forth in this Agreement, including the obligations of Beneficial Owners to indemnify and hold harmless the Buyer Indemnified Persons pursuant to Sections 10.1.1(b)-10.1.1(e) shall survive the Closing in accordance with their respective terms or if no such term is specified, indefinitely.

10.4 Third Party Claims.

10.4.1 Notice of Third Party Claims. Promptly after receipt by an Indemnified Person of written notice of the assertion of a claim by any Person who is not a party to this Agreement (a "Third Party Claim") that may give rise to an Indemnity Claim against an Indemnifying Party under this Article 10, the Indemnified Person shall give written notice thereof to the Indemnifying Party; provided that, no delay on the part of the Indemnified Person in notifying the Indemnifying Party will relieve the Indemnifying Party from any obligation under this Article 10, except to the extent such delay actually and materially prejudices the Indemnifying Party.

10.4.2 Assumption of Defense, *etc.* The Indemnifying Party will be entitled to participate in the defense of any Third Party Claim that is the subject of a notice given by or on behalf of any Indemnified Person pursuant to Section 10.4.1. In addition, the Indemnifying Party will have the right to defend the Indemnified Person against the Third Party Claim with counsel of its choice reasonably satisfactory to the Indemnified Person so long as (a) the Indemnifying Party gives written notice that they or it will defend the Third Party Claim to the Indemnified Person within thirty (30) days after the Indemnified Person has given notice of the Third Party Claim under Section 10.4.1 stating that the Indemnifying Party will, and thereby covenants to, indemnify, defend and hold harmless the Indemnified Person from and against the entirety of any and all Losses the Indemnified Person may suffer resulting from, arising out of, relating to, in the nature of, or caused by the Third Party Claim (b) the Third Party Claim involves only money damages and does not seek an injunction or other equitable relief against the Indemnified Person, (c) the Indemnified Person has not been advised by counsel that an actual or potential conflict exists between the Indemnified Person and the Indemnifying Party in connection with the defense of the Third Party Claim and (d) the Third Party Claim does not relate to or otherwise arise in connection with any criminal or regulatory enforcement Action. If the Indemnifying Party elects to defend the Indemnified Person against the Third Party Claim, the Indemnified Person may retain separate co-counsel at its sole cost and expense and participate in the defense of the Third Party Claim; provided that the Indemnifying Party will pay the fees and expenses of separate counsel retained by the Indemnified Person that are incurred prior to the Indemnifying Party's assumption of control of the defense of the Third Party Claim.

10.4.3 Limitations on Indemnifying Party Control. The Indemnifying Party will not consent to the entry of any judgment or enter into any compromise or settlement with respect to the Third Party Claim without the prior written consent of the Indemnified Person unless such judgment, compromise or settlement (a) provides for the payment by the Indemnifying Party of money as sole relief for the claimant, (b) results in the full and general release of all Indemnified Persons from all Liabilities arising out of or relating to, or in connection with, the Third Party Claim and (c) involves no finding or admission of any violation of Legal Requirements or the rights of any Person and no effect on any other claims that may be made against the Indemnified Person.

10.4.4 Indemnified Person's Control. If the Indemnifying Party does not deliver the notice contemplated by clause (a) of Section 10.4.2 within thirty (30) days after the Indemnified Person has given notice of the Third Party Claim pursuant to Section 10.4.1 (or is not permitted to assume control), the Indemnified Person may defend, and may consent to the entry of any judgment or enter into any compromise or settlement with respect to, the Third Party Claim in any manner it may deem appropriate (and the Indemnified Person need not consult with, or obtain any consent from, the Indemnifying Party in connection therewith). If such notice and evidence is given on a timely basis and the Indemnifying Party conducts the defense of the Third Party Claim but any of the other conditions in Section 10.4.2 is or becomes unsatisfied, the Indemnified Person may defend, and may consent to the entry of any judgment or enter into any compromise or settlement with respect to, the Third Party Claim; provided that the Indemnifying Party will not be bound by the entry of any such judgment consented to, or any such compromise or settlement effected, without its prior written consent (which consent will not be unreasonably withheld, conditioned or delayed). In the event that the Indemnified Person conducts the defense of the Third Party Claim pursuant to this Section 10.4.4, the Indemnifying Party will (a) advance the Indemnified Person promptly and periodically for the costs of defending against the Third Party Claim (including reasonable attorneys' fees and expenses) and (b) remain responsible for any and all other Losses that the Indemnified Person may incur or suffer resulting from, arising out of, relating to, in the nature of or caused by the Third Party Claim to the fullest extent provided in this Article 10.

10.4.5 Consent to Jurisdiction Regarding Third Party Claim. Each Beneficial Owner and Buyer hereby consent to the non-exclusive jurisdiction of any court in which any Third Party Claim may be brought against any Indemnified Person for purposes of any claim which such Indemnified Person may have against any such Indemnifying Party pursuant to this Agreement in connection with such Third Party Claim, and in furtherance thereof, the provisions of Section 11.12 are incorporated herein by reference.

10.5 Direct Claims. In the event that any Indemnified Person believes that such Indemnified Person has sustained or incurred any Losses for which such Indemnified Person may be entitled to indemnification, whether or not the applicable dollar limitation specified by this Article 10 has been exceeded, such Indemnified Person will so notify each Indemnifying Party promptly in writing (each, a "Claim Notice") specifying the basis hereunder upon which the Indemnified Person's claim for indemnification (the "Direct Claim") is asserted and describing such Losses, the amount thereof, if known, or a good faith estimate of the amount (which amount or estimated amount shall not be conclusive of the final amount, if any, of the Indemnified Person's Losses) and any other material facts and circumstances thereof, in each case, in reasonable detail in light of the facts then known to the Indemnified Person. After the giving of any Claim Notice pursuant hereto, the amount of indemnification to which a Person will be entitled under this Article 10 will be determined (a) by the written agreement between Buyer and Beneficial Owners; (b) by a Final Determination; or (c) by any other means to which Buyer and Seller will agree. No defect in the information contained in such Claim Notice or any other failure by an Indemnified Person to give timely, complete, or accurate notice as provided in this Section 10.5 will relieve such Indemnifying Party from any obligation under this Article 10 or otherwise not affect the rights or obligations of any party hereunder, except to the extent such defect in the such information or such failure to give timely, complete, and accurate notice actually damages or prejudices such Indemnifying Party.

10.6 Escrow Funds. Notwithstanding anything to the contrary in this Agreement, any payment that Beneficial Owners are obligated to make to any Buyer Indemnified Persons pursuant to this Article 10 shall be paid first from the funds then remaining in the Escrow Account, by release of funds to such Buyer Indemnified Person from the Escrow Account by the Escrow Agent pursuant to the terms and

conditions of the Escrow Agreement, and the release of such funds shall accordingly reduce the amount then remaining in the Escrow Account. In the event that the amount then remaining in the Escrow Account is insufficient to pay the entire amount payable to the Buyer Indemnified Persons, Beneficial Owners shall pay the remaining amount payable to the Buyer Indemnified Persons. In accordance with, and subject to, the provisions of the Escrow Agreement, promptly (and in any event within five (5) Business Days) after the date which is eighteen (18) months after the Closing Date, Buyer and Seller Parties shall cause the Escrow Agent to release and pay to Beneficial Owners an amount equal to (a) the total amount of funds then held in the Escrow Account (including any interest accrued on such funds) minus (b) any amount which is then the subject of any outstanding good faith claims or disputes to which the Escrow Account applies.

10.7 Manner of Payment. Any payment to be made by Beneficial Owners or Buyer, as the case may be, pursuant to this Article 10 will be effected by wire transfer of immediately available funds from Beneficial Owners or Buyer, as the case may be, to an account designated by Beneficial Owners or Buyer, as the case may be, within five (5) Business Days after the determination thereof. Any payment amounts owing from Beneficial Owners pursuant to this Article 10 will first be made to the extent possible from the Escrow Account and thereafter will be made directly by Beneficial Owners in accordance with the terms herein; provided that, if Beneficial Owners fails to make such a cash indemnification payment within thirty (30) days from the date on which such indemnification payment was first required pursuant to this Article 10 Buyer shall be entitled to (a) cancel and retire Membership Units held by Group (including, for the avoidance of doubt, any Permitted Transferees of Group) in an aggregate amount equal to the amount of such outstanding indemnification payment with such Membership Units valued at the lesser of (i) the value of such Membership Units immediately following the Closing, assuming that the value of Holdings equals the Total Enterprise Value, or (ii) the Fair Market Value (as defined in, and determined in accordance with, Holdings LLC Agreement) a third party would pay for such Membership Units at the time of such cancelation and retirement as determined in good faith by Holdings' Board of Managers, and/or (b) set off against any amounts otherwise due and payable by any of Buyer Indemnified Persons or any of their Affiliates to Seller Parties, Group or any of their Affiliates (including any distributions to Group pursuant to Holdings LLC Agreement). In the event the aggregate indemnification obligations of Seller Parties under this Agreement are an amount in excess of $39,455,600, then Buyer's sole recourse with respect to such claims shall be to the cancellation and retirement of Membership Units held by Group (including for the avoidance of doubt, any Permitted Transferees of Group) in accordance with this Sections 10.7.

10.8 No Waiver. Each Indemnified Person's rights and remedies set forth in this Agreement will survive the Closing and will not be deemed waived by such Indemnified Person's consummation of the Contemplated Transactions and will be effective regardless of any inspection or investigation conducted, or the awareness of any matters acquired (or capable or reasonably capable of being acquired), by or on behalf of such Indemnified Person or by its directors, managers, officers, employees, or representatives or at any time (regardless of whether notice of such knowledge has been given to Indemnifying Party), whether before or after the Closing Date with respect to any circumstances constituting a condition under this Agreement, unless any written waiver specifically so states.

10.9 Other Remedies. The indemnification rights of each Buyer Indemnified Person and each Seller Party under this Article 10 are independent of and in addition to such rights and remedies as each Buyer Indemnified Person and each Seller Party may have at Law or in equity or otherwise for any misrepresentation, breach of warranty or failure to fulfill any agreement or covenant hereunder on the part of any party hereto, including the right to specific performance, rescission or restitution, none of which rights or remedies shall be affected or diminished hereby.

10.10 Tax Treatment. All indemnification and other payments under this Article 10 shall, to the extent permitted by applicable Legal Requirements, be treated for all income Tax purposes as adjustments to the aggregate consideration paid hereunder. None of the parties shall take any position on any Tax return, or before any Governmental Authority, that is inconsistent with such treatment unless otherwise required by any applicable Legal Requirement.

11. MISCELLANEOUS

11.1 Notices. All notices, requests, demands, claims, and other communications required or permitted to be delivered, given, or otherwise provided under this Agreement must be in writing and must be delivered, given, or otherwise provided: (a) by hand (in which case, it shall be effective upon delivery); (b) by facsimile (in which case, it shall be effective upon receipt of confirmation of good transmission); (c) by electronic mail (in which case, it shall be effective on the Business Day sent or, if not sent on a Business Day, on the immediately following Business Day) or (d) by overnight delivery by a nationally recognized courier service (in which case, it shall be effective on the Business Day after being deposited with such courier service), in each case, to the address (or facsimile number or email address) listed below:

If to any Seller Party, Group or, prior to the Closing, Holdings or Management Service Company, then to:

c/o Colonial Family Practice, LLC
325 Broad Street
Sumter, SC 29150
Telephone number: (803) 773-5227
Facsimile number: (803) 418-0202
Attention: Clayton R. Lowder, III, M.D.

with a copy (which shall not constitute notice) to:

Adams and Reese LLP
1501 Main Street, 5th Floor
Columbia, SC 29201
Facsimile number: (803) 343-1250
Attention: Robert P. Bethea, Jr. (Rob.Bethea@arlaw.com)

If to Buyer or, following the Closing, Holdings or Management Service Company:

c/o Varsity Management Company, LLC
1875 Century Park East, #1980
Los Angeles, CA 90067
Attention: David Alpern (dave@varsityhealthcarepartners.com)

with a copy (which shall not constitute notice) to:

Morgan, Lewis & Bockius LLP
1111 Pennsylvania Avenue, N.W.
Washington, DC 20004|
Telephone number: (202) 739-5373
Facsimile number: (202) 739-3001
Attention: Joyce A. Cowan (jcowan@morganlewis.com)

Morgan, Lewis & Bockius LLP
101 Park Avenue
New York, NY 10178|
Telephone number: (212) 309-6636
Facsimile number: (212) 309-6001
Attention: Jonathan D. Morris (jmorris@morganlewis.com)

Each of the parties to this Agreement may specify a different address or facsimile number or email address by giving notice in accordance with this Section 11.1 to each of the other parties hereto.

11.2 Succession and Assignment; No Third-Party Beneficiary. Subject to the immediately following sentence, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns and all such successors and permitted assigns shall be deemed to be a party hereto for all purposes hereof. No party may assign, delegate, or otherwise transfer either this Agreement or any of his, her or its rights, interests, or obligations hereunder without the prior written consent of Buyer and Seller Parties; provided, however, that (a) Buyer may (i) assign any or all of its rights and interests hereunder to one or more of its Affiliates or to any of its financing sources, (ii) designate one or more of its Affiliates to perform its obligations hereunder, and (iii) assign any or all of its rights or obligations hereunder to any purchaser of all or any portion of its assets or businesses, in each case without any required consent from any other party hereto and (b) Holdings and its Subsidiaries may assign any or all of their rights and interests hereunder to its financing sources. Except for the provisions of Article 10 and Section 11.3, this Agreement is for the sole benefit of the parties hereto and their successors and permitted assigns and nothing herein expressed or implied shall give or be construed to give any Person, other than the parties hereto and such successors and permitted assigns, any legal or equitable rights hereunder, including any right to employment or continued employment for any period of time by reason of this Agreement, or any right to a particular term or condition of employment. Nothing herein, express or implied, will be construed to prevent Buyer or any of its Subsidiaries from terminating or modifying the terms of employment or other service relationship of any Person following the Closing or terminating or modifying to any extent any Employee Plan or any other employee benefit plan, program, agreement or arrangement that Buyer or any of its Subsidiaries may establish or maintain. No provision of this Agreement is intended to, or does, constitute the establishment of, or an amendment to, any Employee Plan or any other compensation and benefit plans maintained for or provided to directors, officers, employees, consultants or independent contractors of Buyer or any of its Subsidiaries following the Closing.

11.3 Non-Recourse. With respect to Buyer, this Agreement may only be enforced against, and any Actions that may be based upon, arise out of, or relate to this Agreement, or the negotiation, execution, or performance of this Agreement or the Contemplated Transactions, may only be made against Buyer as a party to this Agreement in its capacity as such and no former, current, or future stockholders, equity holders, controlling persons, directors, officers, employees, general or limited partners, members, managers, agents, or Affiliates of Buyer or any former, current, or future direct or indirect stockholder, equity holder, controlling person, director, officer, employee, general or limited partner, member, manager, agent, or Affiliate of any of the foregoing (each, a "Non-Recourse Party") shall have any liability for any obligations or Liabilities of Buyer under this Agreement or for any claim (whether in tort, contract or otherwise) based on, in respect of, or by reason of, the Contemplated Transactions or in respect of any representations made or alleged to be made in connection herewith. Without limiting the rights of any party against the other parties hereto, in no event shall any party or any of its Affiliates seek to enforce this Agreement against, make any claims for Breach of this Agreement against, or seek to recover monetary damages from, any Non-Recourse Party.

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11.4 Amendments and Waivers. No amendment or waiver of any provision of this Agreement shall be valid and binding unless it is in writing and signed, in the case of an amendment, by Buyer and Seller Parties, or in the case of a waiver, by the party against whom the waiver is to be effective. No amendment or waiver of Sections 10.1.3(c) and 11.2(b) shall be valid and binding unless it is in writing and signed by Management Service Company. No waiver by any party of any Breach of any representation, warranty, covenant, or agreement hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent Breach of any such representation, warranty, covenant, or agreement hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence. No delay or omission on the part of any party in exercising any right, power, or remedy under this Agreement shall operate as a waiver thereof.

11.5 Entire Agreement. This Agreement, together with the Ancillary Agreements and any documents, Schedules, instruments, or certificates referred to herein or delivered in connection herewith, constitutes the entire agreement among the parties hereto with respect to the subject matter hereof and supersedes any and all prior discussions, negotiations, proposals, undertakings, understandings, and agreements (including any draft agreements) with respect thereto, whether written or oral, none of which shall be used as evidence of the parties' intent; provided that, none of the Restrictive Covenants herein shall supersede or otherwise modify any other restrictive covenant, obligation of confidentiality, or other similar term or provision to which any Seller Party may be bound, whether at or after the date hereof. In addition, each party hereto acknowledges and agrees that all prior drafts of this Agreement contain attorney work product and shall in all respects be subject to the foregoing sentence.

11.6 Schedules. Nothing in any Schedule attached hereto shall be adequate to modify, qualify, or disclose an exception to a representation or warranty made in this Agreement unless such Schedule identifies the modification, qualification, or exception with reasonable particularity and describes the relevant facts in reasonable detail. Without limiting the generality of the foregoing, the mere listing (or inclusion of a copy) of a document or other item shall not be adequate to disclose an exception to a representation or warranty made in this Agreement, unless the representation or warranty has to do with the existence of the document or other item itself. No modifications, qualifications, or exceptions to any representations or warranties disclosed on one Schedule shall constitute a modification, qualification, or exception to any other representations or warranties made in this Agreement unless it is reasonably apparent on its face that the disclosures on such Schedule apply to such other representations and warranties.

11.7 Counterparts; Electronic Signature. This Agreement may be executed in multiple counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart. This Agreement may be executed by facsimile or .pdf signature by any party and such signature shall be deemed binding for all purposes hereof without delivery of an original signature being thereafter required.

11.8 Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. In the event that any provision hereof would, under applicable Legal Requirements, be invalid or unenforceable in any respect, each party hereto intends that such provision shall be construed by modifying or limiting it so as to be valid and enforceable to the maximum extent compatible with, and possible under, applicable Legal Requirements and to otherwise give effect to the intent of the parties.

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11.9 Headings. The headings contained in this Agreement are for convenience purposes only and shall not in any way affect the meaning or interpretation hereof.

11.10 Construction. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. The parties hereto intend that each representation, warranty, covenant, and agreement contained herein shall have independent significance. If any party hereto has Breached any representation, warranty, covenant, or agreement contained herein in any respect, the fact that there exists another representation, warranty, covenant, or agreement relating to the same subject matter (regardless of the relative levels of specificity) which the party has not Breached, shall not detract from or mitigate the fact that the party has Breached the first representation, warranty, covenant, or agreement.

11.11 Governing Law. This Agreement, the negotiation, terms, and performance of this Agreement, the rights of the parties under this Agreement, and all Actions arising in whole or in part under or in connection with this Agreement, shall be governed by and construed in accordance with the domestic substantive laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction.

11.12 Jurisdiction; Venue; Service of Process.

11.12.1 Jurisdiction. Each party to this Agreement, by his, her, or its execution hereof, (a) hereby irrevocably submits to the exclusive jurisdiction and venue of the federal and state courts located in Delaware for the purpose of any Action between any of the parties hereto arising in whole or in part under or in connection with this Agreement, any Ancillary Agreement, the Contemplated Transactions, or the negotiation, terms or performance hereof or thereof, (b) hereby waives to the extent not prohibited by applicable Legal Requirements, and agrees not to assert, by way of motion, as a defense or otherwise, in any such Action, any claim that he, she or it is not subject personally to the jurisdiction of the above-named court, that venue in such court is improper, that his, her or its property is exempt or immune from attachment or execution, that any such Action brought in the above-named court should be dismissed on grounds of *forum non conveniens* or improper venue, that such Action should be transferred or removed to any court other than the above-named court, that such Action should be stayed by reason of the pendency of some other Action in any other court other than the above-named court or that this Agreement or the subject matter hereof may not be enforced in or by such court, and (c) hereby agrees not to commence or prosecute any such Action other than before the above-named court. Notwithstanding the foregoing, (i) a party hereto may commence any Action in a court other than the above-named court solely for the purpose of enforcing an order or judgment issued by the above-named court, and (ii) the dispute resolution procedures set forth in Section 3.4 shall be the sole and exclusive means by which the parties may resolve any disputes arising thereunder and any resolution of any such dispute in accordance with such dispute resolution procedures shall be valid and binding on all of the parties hereto.

11.12.2 Service of Process. Each party hereto hereby (a) consents to service of process in any Action between any of the parties hereto arising in whole or in part under or in connection with this Agreement, any Ancillary Agreement, the Contemplated Transactions, or the negotiation, terms or performance hereof or thereof, in any manner permitted by Delaware law, (b) agrees that service of process made in accordance with clause (a) or made by overnight delivery by a nationally recognized courier service at his, her or its address specified pursuant to Section 11.1 shall constitute good and valid service of process in any such Action, and (c) waives

and agrees not to assert (by way of motion, as a defense or otherwise) in any such Action any claim that service of process made in accordance with clause (a) or (b) does not constitute good and valid service of process.

11.13 Specific Performance. Each of the parties hereto acknowledges and agrees that the other parties hereto would be damaged irreparably in the event any of the provisions of this Agreement were not performed in accordance with their specific terms or otherwise are Breached. Accordingly, each of the parties hereto agrees that each party hereto shall be entitled to an injunction or injunctions to prevent Breaches of the provisions of this Agreement and to enforce specifically this Agreement and the terms and provisions hereof in any Action instituted in the court specified in Section 11.12.1, in addition to any other remedy to which he, she or it may be entitled, at law or in equity. Each party hereto further agrees that, in the event of any action for an injunction or specific performance in respect of any such threatened or actual Breach, he, she or it shall not assert that a remedy at law would be adequate.

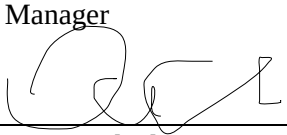
11.14 Waiver of Jury Trial. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW THAT CANNOT BE WAIVED, THE PARTIES HERETO HEREBY WAIVE, AND COVENANT THAT THEY SHALL NOT ASSERT (WHETHER AS PLAINTIFF, DEFENDANT, OR OTHERWISE), ANY RIGHT TO TRIAL BY JURY IN ANY ACTION ARISING IN WHOLE OR IN PART UNDER OR IN CONNECTION WITH THIS AGREEMENT, ANY ANCILLARY AGREEMENT, THE CONTEMPLATED TRANSACTIONS, OR THE NEGOTIATION, TERMS OR PERFORMANCE HEREOF OR THEREOF, WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE. THE PARTIES HERETO AGREE THAT ANY OF THEM MAY FILE A COPY OF THIS PARAGRAPH WITH ANY COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY, AND BARGAINED-FOR AGREEMENT AMONG THE PARTIES HERETO. THE PARTIES HERETO FURTHER AGREE TO IRREVOCABLY WAIVE THEIR RIGHT TO A TRIAL BY JURY IN ANY PROCEEDING AND ANY SUCH PROCEEDING SHALL INSTEAD BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.

[*Remainder of the page intentionally left blank – signature page follows*]

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement as an agreement under seal as of the date first written above.

BUYER: VARSITY FAMILY CARE PARTNERS, LLC

By: Varsity Management Company, LLC,
its Manager

By: 
Name: David Alpern
Title: Manager

By:_____
Name: Kenton Rosenberry
Title: Manager

MANAGEMENT SERVICE COMPANY: FAMILY CARE PARTNERS MANAGEMENT LLC

By:_____
Name: Dr. Clayton R. Lowder III, M.D.
Title: Authorized Person

SELLER: COLONIAL FAMILY PRACTICE, LLC

By:_____
Name: Dr. Clayton R. Lowder III, M.D.
Title: Manager

GROUP: NCFP GROUP LLC

By:_____
Name: Dr. Clayton R. Lowder III, M.D.
Title: Manager

HOLDINGS: FAMILY CARE PARTNERS HOLDINGS LLC

By:_____
Name: Dr. Clayton R. Lowder III, M.D.
Title: Authorized Person

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement as an agreement under seal as of the date first written above.

BUYER: VARSITY FAMILY CARE PARTNERS, LLC

By: Varsity Management Company, LLC,
its Manager

By:_____
Name: David Alpern
Title: Manager

By:_____
Name: Kenton Rosenberry
Title: Manager

MANAGEMENT SERVICE COMPANY: FAMILY CARE PARTNERS MANAGEMENT LLC

By:_____
Name: Dr. Clayton R. Lowder III, M.D.
Title: Authorized Person

SELLER: COLONIAL FAMILY PRACTICE, LLC

By:_____
Name: Dr. Clayton R. Lowder III, M.D.
Title: Manager

GROUP: NCFP GROUP LLC

By:_____
Name: Dr. Clayton R. Lowder III, M.D.
Title: Manager

HOLDINGS: FAMILY CARE PARTNERS HOLDINGS LLC

By:_____
Name: Dr. Clayton R. Lowder III, M.D.
Title: Authorized Person

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BUYER: VARSITY FAMILY CARE PARTNERS, LLC

By: Varsity Management Company, LLC,
its Manager

By:_____
Name: David Alpern
Title: Manager

By:_____
Name: Kenton Rosenberry
Title: Manager

MANAGEMENT SERVICE COMPANY: FAMILY CARE PARTNERS MANAGEMENT LLC

By:_____
Name: Dr. Clayton R. Lowder III, M.D.
Title: Authorized Person

SELLER: COLONIAL FAMILY PRACTICE, LLC

By:_____
Name: Dr. Clayton R. Lowder III, M.D.
Title: Manager

GROUP: NCFP GROUP LLC

By:_____
Name: Dr. Clayton R. Lowder III, M.D.
Title: Manager

HOLDINGS: FAMILY CARE PARTNERS HOLDINGS LLC

By:_____
Name: Dr. Clayton R. Lowder III, M.D.
Title: Authorized Person

BENEFICIAL OWNERS:

Dr. Jason Michael Leonard, M.D.

Dr. Thomas L. Lucas III, M.D.

Dr. Christopher M. Mahr, M.D.

Dr. Edward J. Meyers, M.D.

Dr. Ike C. Stewart, M.D.

Dr. Carlos Soto, M.D.

TEMPORARY DOCTOR OWNERS:

Dr. David G. Whaley, M.D.

Dr. Mitchell R. Grunsky, M.D.

~~DOCTOR OWNER:~~

Dr. Clayton R. Lowder III, M.D.

BENEFICIAL OWNERS:

Dr. Jason Michael Leonard, M.D.

Dr. Thomas L. Lucas III, M.D.

Dr. Christopher M. Mahr, M.D.

Dr. Edward J. Meyers, M.D.

Dr. Ike C. Stewart, M.D.

Dr. Carlos Soto, M.D.

TEMPORARY DOCTOR OWNERS:

Dr. David G. Whaley, M.D.

Dr. Mitchell R. Grunsky, M.D.

~~DOCTOR OWNER:~~

Dr. Clayton R. Lowder III, M.D.

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Appendix A

Definitions

When used in the Agreement, the foregoing terms have the meanings assigned to them in this Appendix A. Unless otherwise indicated, references to a Section, Schedule or Exhibit in this Appendix A refer to the applicable Section of or Schedule or Exhibit to the Agreement.

"1933 Act" means the Securities Act of 1933, as amended.

"Accounting Principles" means those accounting principles used by Seller in the preparation of its financial statements during the sixth (6th) month period prior to the Closing Date.

"Acquired Assets" is defined in the Contribution Agreement.

"Action" means any claim, action, cause of action, suit (whether in contract or tort or otherwise) or audit, litigation (whether at law or in equity and whether civil or criminal), controversy, assessment, grievance, arbitration, investigation, audit, opposition, interference, hearing, mediation, charge, complaint, demand, notice or proceeding to, from, by or before any Governmental Authority or any mediator.

"Affiliate" means, with respect to any specified Person at any time, (a) each Person directly or indirectly controlling, controlled by or under direct or indirect common control with such specified Person at such time, (b) each Person who is at such time an officer, manager, or director of, or direct or indirect beneficial holder of at least 5% of any class of the Ownership Interest in, such specified Person, (c) if such specified Person is an individual, the Family Members of such Person and (d) the Family Members of each officer, manager, director, or holder described in clause (b) above.

"Aggregate Cash Purchase Price" is defined in Section 2.3.

"Agreement" is defined in the Preamble.

"Allocation" is defined in Section 4.2.2.

"Ancillary Agreements" means the Restructuring Documents, Escrow Agreement, the Management Services Agreement, the Membership Interest Control Agreement, the Employment Agreements, the Intellectual Property Assignments, the Repurchase Rights Agreement, the Buyer Note, the Liaison Agreement, the Varsity Management Services Agreement, and the Employee Leasing Agreement.

"Approval" means all notices, reports, filings, approvals, orders, authorizations, consents, licenses, permits, qualifications, registrations or Government Orders or waivers of any of the foregoing, required to be obtained from or made with, or any notice, statement or other communications required to be filed with or delivered to, any Governmental Authority or any other Person.

"Arbiter" means an independent and nationally recognized firm with expertise in disputes of the type contemplated by Section 3.4 mutually acceptable to Buyer and Seller.

"Asset Transfer" is defined in the Recitals.

"Assets" means the Operating Companies' properties, rights, and assets, whether real or personal and whether tangible or intangible, including all assets reflected in the Most Recent Balance Sheet or acquired after the Most Recent Balance Sheet Date (except for such assets which have been sold or otherwise disposed of since the Most Recent Balance Sheet Date in the Ordinary Course of Business).

"Assumed Liabilities" is defined in the Contribution Agreement

"Beneficial Owners" is defined in the Preamble.

"Borrowing" means the transactions contemplated by that certain (a) Credit Agreement, dated as of the date hereof, by and among Management Service Company, the other Loan Parties party thereto (as defined therein), Freeport Financial Partners LLC, as Agent and Lead Arranger (as defined therein) and the Lenders party thereto (as defined therein), (ii) the Collateral Documents (as defined therein) and (iii) any other Loan Documents (as defined therein) to which any of the Loan Parties is a party (collectively, the "Freeport Documents").

"Borrowing Distribution" is defined in the Recitals.

"Breach" means (a) any breach, inaccuracy, failure to perform, failure to comply, conflict with, failure to notify, default, or violation, with or without notice, lapse of time or both or (b) any other act, omission, event, occurrence or condition the existence of which would permit any Person to accelerate any obligation or terminate, cancel or modify any right or obligation, with or without notice, lapse of time or both.

"Business" is defined in the Recitals.

"Business Day" means any day, other than a Saturday, Sunday or any other day on which banks located in New York, New York are authorized or required by applicable Legal Requirement to be closed.

"Buyer" is defined in the Preamble.

"Buyer Amount" is defined in Section 3.4.3.

"Buyer Expenses" means all costs, fees and expenses (including legal, accounting, investment banking, advisory, and other costs, fees and expenses) incurred by Buyer or any of its Affiliates (including Varsity and its Affiliates) in connection with the negotiation, execution and delivery of this Agreement, the Ancillary Agreements or the consummation of the Contemplated Transactions (whether or not indefeasibly paid in full prior to the Closing). For the avoidance of doubt, Buyer Expenses (a) shall not include any such costs, fees and expenses incurred by Holdings or Management Service Company and (b) shall include all legal fees of Buyer's counsel.

"Buyer Indemnified Persons" is defined in Section 10.1.1.

"Buyer Note" means that certain promissory note evidencing a loan to Buyer from Seller having an aggregate principal amount equal to Seven Million Nine Hundred Forty Thousand Nine Hundred Sixty Nine Dollars and Ninety Eight Cents ($7,940,969.98), in the form attached hereto as Exhibit N.

"Buyer Plan" is defined in Section 8.2.1.

"Cash" means, at a specified time, the sum of the Operating Companies' unrestricted cash and cash equivalents, as determined in accordance with the Accounting Principles; provided that such amount

shall not include the amounts of any checks that, as of the Closing, have been issued by an Operating Company but have yet to be deducted from the applicable account.

"Change of Control Payments" means (a) any payment in respect of severance, change of control payments, stock option payments, stay bonuses, retention bonuses, transaction bonuses, and other bonuses and similar Liabilities that is created, accelerated, accrues or becomes payable by any of the Operating Companies, including any Taxes of any of the Operating Companies (or any gross-up for Taxes of any Person) payable or triggered in respect of any such payment, whether pursuant to an individual agreement, an Employee Plan or otherwise, and (b) without duplication of any other amounts included within the definition of Transaction Expenses, any other payment, expense or fee that is created, accelerated, accrues or becomes payable by any of the Operating Companies to any Governmental Authority or other Person under any Legal Requirement or Contractual Obligation, including in connection with the making of any filings, the giving of any notices or the obtaining of any consents, authorizations or approvals, in the case of each of (a) and (b), as a result of, or in connection with (either alone or in combination with any other event, whether or not such event has occurred or will occur), the execution and delivery of this Agreement or any Ancillary Agreement or the consummation of the Contemplated Transactions.

"Claim Notice" is defined in Section 10.5.

"Closing" is defined in Section 3.1.

"Closing Date" is defined in the Preamble.

"Closing Debt" means the Debt of the Operating Companies as of immediately prior to the Closing.

"Closing Statement" is defined in Section 3.4.1.

"COBRA Coverage" is defined in Section 8.2.2.

"Code" means the U.S. Internal Revenue Code of 1986, as amended.

"Company Plans" is defined in Section 5.17.1.

"Compensation" means, with respect to any Person, all wages, earnings, salaries, commissions, compensation, remuneration, incentives, bonuses, or benefits of any kind or character whatsoever (including issuances or grants of equity interests or the right to acquire equity interests or compensation based on the value or increase in value of equity interests), required to be made or that have been made directly or indirectly by Seller to such Person or Affiliates of such Person.

"Contemplated Transactions" means, collectively, the transactions contemplated by this Agreement and the Ancillary Agreements, including (a) the Restructuring Transactions, (b) Holdings Unit Purchase, (c) the Last Interest Transfer, (d) Final Approval Transfer and (e) the execution, delivery, and performance of the Ancillary Agreements.

"Continuing Employee" is defined in Section 8.1.2.

"Contractual Obligation" means, with respect to any Person, any contract, agreement, deed, mortgage, lease, sublease, license, sublicense or other legally enforceable commitment, promise, undertaking, obligation, arrangement, instrument or understanding, whether written or oral, to which or

by which such Person is a party or otherwise subject or bound or to which or by which any property, business, operation or right of such Person is subject or bound.

"Contribution Agreement" means the Contribution Agreement, dated as of the Contribution Date, by and among Seller, Holdings and Management Service Company.

"Contribution Date" is defined in the Recitals.

"Debt" means, with respect to any Person, all Liabilities of such Person, without duplication (a) for borrowed money (including overdraft facilities) or in respect of loans or advances (including, in any case, any prepayment premiums due or arising as a result of the consummation of the Contemplated Transactions), (b) evidenced by notes, bonds, debentures, or similar Contractual Obligations, (c) for deferred rent or the deferred purchase price of property, goods, or services (other than trade payables or accruals incurred in the Ordinary Course of Business and included in the computation of the Final Working Capital, but in any case including any deferred purchase price Liabilities, earnouts, contingency payments, installment payments, deferred revenue, customer deposits, seller notes, promissory notes, or similar Liabilities, in each case related to past acquisitions and whether or not contingent), (d) under capital leases or synthetic obligations which would be required to be capitalized in accordance with GAAP, (e) in respect of letters of credit and bankers' acceptances (in each case whether or not drawn, contingent, or otherwise), (f) in respect of deferred compensation for services or in respect of any unsatisfied obligation for "withdrawal liability" to a "multiemployer plan" as such terms are defined under ERISA, (g) for obligations arising under any interest rate, commodity, or other similar swap, cap, collar, futures contract, or other hedging arrangement, (h) for obligations which are secured, in whole or in part, by an Encumbrance on such Person's assets or property, whether or not the secured obligation is one that has been incurred by such Person, (i) any settlement payment due by Seller or any of its Affiliates to Greenway Medical Technologies, (j) in the nature of guarantees or other obligations for any of the items described in clauses (a) through (i) above ("Guarantees"), and (k) accrued but unpaid interest, fees, penalties, premiums (including in respect of prepayment) arising with respect to any of the items described in clauses (a) through (j) above.

"Direct Claim" is defined in Section 10.5.

"Disclosed Contract" is defined in Section 5.19.2.

"Doctor Owner" is defined in the Preamble.

"Doctor Owner Claim" is defined in Section 7.12.1.

"Employee Leasing Agreement" means that certain employee leasing agreement, dated as of the Contribution Date, by and between Management Service Company and Seller.

"Employee Plan" means any of the following, whether or not reduced to writing, and whether covering a single individual or a group of individuals, (a) an "employee benefit plan" within the meaning of Section 3(3) of ERISA, whether or not subject to ERISA, (b) a stock bonus, stock purchase, stock option, restricted stock, phantom stock, stock appreciation right or similar equity-based plan, program, agreement, policy, arrangement or Contractual Obligation, or (c) any other compensation, employment, consulting, independent contractor, medical, dental, vision, disability, workmen's compensation or other insurance accident, salary continuation, severance, separation, deferred-compensation, retirement, welfare-benefit, cafeteria, bonus, incentive, commission, reimbursement, profit-sharing, retention, pension, change-of-control, vacation, sick pay, sick leave, unemployment, fringe-benefit, or other similar plan, program, agreement, policy, arrangement or Contractual Obligation including any Legal

Requirement to provide any of the foregoing under the Laws of a foreign jurisdiction or any Governmental Authority.

"Employment Agreements" is defined in Section 8.1.3.

"Encumbrance" means any charge, claim, community or other marital property interest, condition, equitable interest, lien, lease, license, option, pledge, security interest, mortgage, deed of trust, right of way, easement, encroachment, servitude, right of first offer or first refusal, or buy/sell agreement and any other restriction, encumbrance, or covenant with respect to, or condition governing the use, construction, voting (in the case of any security or equity interest), transfer or exercise of or receipt of income from, any other attribute of ownership.

"Environmental Laws" means any Legal Requirement relating to (a) releases or threatened releases of Hazardous Substances, (b) pollution or protection of public health or the environment or worker safety or health, or (c) the manufacture, handling, transport, use, treatment, storage, or disposal of Hazardous Substances.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

"ERISA Affiliate" means any entity that is, or at any relevant time was, a member of (a) a controlled group of corporations (as defined in Code Section 414(b)), (b) a group of trades or businesses under common control (as defined in Code Section 414(c)), (c) an affiliated service group (as defined under Code Section 414(m)), or (d) any group specified in regulations under Code Section 414(o), any of which includes, or at the relevant time included, Seller.

"Escrow Account" means the escrow account established pursuant to the Escrow Agreement.

"Escrow Agent" means First Republic Trust Company, a division of First Republic Bank.

"Escrow Agreement" means that certain escrow agreement, dated as of the date hereof, by and among Buyer, Group and the Escrow Agent, in the form attached hereto as Exhibit C.

"Escrow Amount" means Four Million Dollars ($4,000,000).

"Estimated Change of Control Payments" is defined in Section 3.2.

"Estimated Closing Debt" is defined in Section 3.2.

"Estimated Transaction Expenses" is defined in Section 3.2.

"Exchange" is defined in the Recitals.

"Exchange Agreement" means that certain Exchange Agreement, entered into on the Contribution Date, by and among Group and Beneficial Owners, a copy of which is attached hereto as Exhibit A.

"Excluded Employment Contracts" is defined in the Contribution Agreement.

"Excluded Liability" is defined in the Contribution Agreement.

"Family Member" means, with respect to any individual, (a) such Person's spouse, (b) each parent, brother, sister or natural or adopted child of such Person or such Person's spouse, (c) each trust created for the benefit of one or more of the Persons described in clauses (a) and (b) above, and (d) each

custodian or guardian of any property of one or more of the Persons described in clauses (a) through (c) above in his or her capacity as such custodian or guardian.

"Final Adjustment Amount" means the net result (which, for the avoidance of doubt, may be a positive or negative amount) of the following: (a) Final Closing Debt minus Estimated Closing Debt (which, for the avoidance of doubt, may be a positive or negative amount); (b) Final Transaction Expenses minus Estimated Transaction Expenses (which, for the avoidance of doubt, may be a positive or negative amount); (c) Final Change of Control Payments minus Estimated Change of Control Payments (which, for the avoidance of doubt, may be a positive or negative amount); and (d) Final Working Capital minus the Target Working Capital (which, for the avoidance of doubt, may be a positive or negative amount); provided that, if Final Working Capital is within $100,000 of Target Working Capital, then Final Working Capital will be deemed to equal Target Working Capital for purposes of the Final Adjustment Amount.

"Final Approval" means Seller's receipt of all Approvals necessary to consummate the Final Approval Transfer.

"Final Approval Transfer" is defined in the Recitals.

"Final Change of Control Payments" is defined in Section 3.4.4.

"Final Closing Debt" is defined in Section 3.4.4.

"Final Closing Statement" is defined in Section 3.4.4.

"Final Determination" means (a) a final, non-appealable determination by a court of competent jurisdiction, (b) a final, binding and non-appealable ruling by an arbitrator or other Person with similar authority, or (c) a negotiated settlement agreement between any Indemnified Person and Indemnifying Party.

"Final Transaction Expenses" is defined in Section 3.4.4.

"Final Working Capital" is defined in Section 3.4.4.

"Financial Exceptions" is defined in Section 5.6.2.

"Financials" is defined in Section 5.6.1(b).

"First Asset Transfer" is defined in the Recitals.

"Fraud" is defined in Section 10.3.

"Freeport Documents" is defined in the definition of "Borrowing".

"Fundamental Representations" means the representations and warranties of Seller Parties set forth in Sections 5.1 (Organization), 5.2 (Power and Authorization), 5.5 (Capitalization of Seller), 5.9 (Debt), 5.10 (Ownership of Assets), 5.14.3 (Legal Compliance; Illegal Payments; Permits), 5.21 (Affiliate Transactions), 5.26 (Prior Operations) and 5.28 (No Brokers).

"Funds Flow" means that certain funds flow prepared by Seller and delivered to Buyer prior to the date hereof in the form attached hereto as Exhibit K. The parties acknowledge that Buyer shall be entitled to rely on the Funds Flow and any payments made by Buyer in accordance with the Funds Flow

will be deemed to have been made in accordance with this Agreement, and Buyer's obligation to make payments under this Agreement shall be deemed to have been satisfied.

"GAAP" means generally accepted accounting principles in the United States as in effect from time to time.

"Government Order" means any order, writ, judgment, injunction, decree, stipulation, ruling, determination, or award entered by or with any Governmental Authority.

"Governmental Authority" means any United States federal, state, or local or any foreign government, or political subdivision thereof, or foreign state, or any multinational organization or authority or any authority, agency, or commission entitled to exercise any administrative, executive, judicial, legislative, police, or regulatory power, any court or tribunal (or any department, bureau or division thereof), or any arbitrator or arbitral body.

"Group" is defined in the Preamble.

"Group Beneficial Owners" is defined in the Preamble.

"Guarantees" is defined in the definition of "Debt".

"Hazardous Substance" is defined in Section 5.18.

"Healthcare Laws" means all federal and state laws, rules or regulations relating to the regulation, provision or administration of, or payment for, healthcare products or services, including, but not limited to (a) the federal Anti-Kickback Statute (42 U.S.C. §1320a-7b(b)), Sections 1320a-7 and 1320a-7a of Title 42 of the United States Code, the Physician Self-Referral Law, commonly known as the "Stark Law" (42 U.S.C. §§1395nn and 1396b), the civil False Claims Act (31 U.S.C. §3729 et seq.), the Federal Criminal False Claims Act (18 U.S.C. § 287), the False Statements Relating to Health Care Matters law (18 U.S.C. § 1035), Health Care Fraud (18 U.S.C. § 1347), or any regulations promulgated pursuant to such statutes, or similar state or local statutes or regulations; (b) the Health Insurance Portability and Accountability Act of 1996 (Pub. L. No. 104-191) and the regulations promulgated thereunder and similar state or local statutes or regulations governing the privacy or security of patient information; (c) Medicare (Title XVIII of the Social Security Act) and the regulations promulgated thereunder; (d) Medicaid (Title XIX of the Social Security Act) and the regulations promulgated thereunder as well as comparable state Medicaid statutes and regulations; (e) TRICARE (10 U.S.C. Section 1071 et seq.) and the regulations promulgated thereunder; (f) quality and safety laws, rules or regulations relating to the regulation, storage, provision or administration of, or payment for, healthcare products or services, including optical goods, prescription products and controlled substances, or the conducting of clinical research (e.g., Federal Food, Drug & Cosmetics Act (21 U.S.C. §§ 301 et seq.), the Controlled Substances Act (21 U.S.C. §§ 801 et seq.) and the Public Health Service Act, (42 U.S.C. §§ 201 et seq.)); (g) laws governing the provision of services to employees with workers compensation coverage or licensure or certification as a healthcare organization to provide such services; and (h) licensure laws, rules or regulations relating to the regulation, provision or administration of, or payment for, healthcare items, services or goods and the ownership or operation of medical or optical equipment, supplies or accessories, including laws relating the so-called "corporate practice of medicine" and fee splitting, each of (a) through (h) as amended from time to time.

"Healthcare Provider" is defined in Section 5.15.1.

"Holdings" is defined in the Preamble.

"Holdings LLC Agreement" means the Amended and Restated Limited Liability Company Agreement of Holdings, in the form attached hereto as Exhibit E.

"Holdings Unit Purchase" is defined in Section 2.1.

"Holdings Units" means the Common Units of Holdings, as defined in Holdings LLC Agreement.

"Holdings Preferred Units" means the Preferred Units of Holdings, as defined in Holdings LLC Agreement.

"Indemnified Person" means, with respect to any Indemnity Claim, each Buyer Indemnified Person or Seller Party asserting the Indemnity Claim (or on whose behalf the Indemnity Claim is asserted) under Sections 10.1 or 10.2, as the case may be.

"Indemnifying Party" means, with respect to any Indemnity Claim, the party or parties against whom such Indemnity Claim may be or has been asserted.

"Indemnity Claim" means a claim for indemnity under Sections 10.1 or 10.2, as the case may be.

"Individual Owner Breach" is defined in Section 10.1.2(c).

"Information Systems" is defined in Section 5.13.5.

"Initial Interest Transfer" is defined in the Recitals.

"Intellectual Property Assignments" means a global intellectual property assignment of the Seller Owned Intellectual Property Rights in connection with each of the First Asset Transfer and the Second Asset Transfer, in the form attached hereto as Exhibit J, and, as needed, confirmatory assignments for recording at the relevant Governmental Authorities.

"Intellectual Property Rights" means the entire right, title, and interest in and to all proprietary rights of every kind and nature however denominated, throughout the world, including (a) all patents, patent applications, industrial designs, industrial design applications, and patent disclosures, together with all reissues, continuations, continuations-in-part, revisions, divisionals, utility models, certificates of invention, extensions, reviews and reexaminations in connection therewith and all improvements thereon, (b) all copyright rights and registrations and applications therefor, together with all translations, adaptations, derivations and combinations therefor, works of authorship, publications, moral rights, and mask work rights, (c) confidential and proprietary information, including trade secrets, concepts, database rights, and all other proprietary rights in Technology, including Software, (d) all trademarks, trade names, service marks, service names, brands, trade dress, logos, slogans and all other indicia of origin, source, sponsorship, endorsement or certification, whether or not applied for or registered, and all applications, registrations, and renewals in connection therewith, and all of the goodwill and activities associated therewith, (e) all domain names, websites, website content, and social media, including social media accounts and handles, (f) other intellectual property or similar, corresponding or equivalent right to any of the foregoing, whether or not any of these is registered and including any registrations and applications for registration of any of the foregoing in (a) through (e), (g) all rights of privacy and publicity, including rights to the use of names, likenesses, images, voices, signatures and biographical information of real persons, as well as all Actions and rights to sue at law or in equity for any past, present or future infringements, misappropriations or other impairment of any of the foregoing in (a) through (g), including the right to receive all proceeds and damages therefrom, and all rights of protection of interest therein

under the laws of all jurisdictions and (h) all copies and tangible embodiments or descriptions of any of the foregoing (in whatever form or medium).

"IRS" means the Internal Revenue Service.

"Key Supplier" is defined in Section 5.20.

"Last Interest Transfer" is defined in the Recitals.

"Legal Requirement" or "Law" means any constitution, law (including common law), statute, standard, ordinance, code, rule, regulation, resolution, or promulgation, or any Government Order, or any license, franchise, permit, or similar right granted under any of the foregoing, or any similar provision or duty or obligation having the force or effect of law, including, for the avoidance of doubt, the Healthcare Laws.

"Liability" means, with respect to any Person, any liability or obligation of such Person, whether known or unknown, whether asserted or unasserted, whether determined, determinable or otherwise, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, whether incurred or consequential, whether due or to become due, and whether or not required under GAAP to be accrued on the financial statements of such Person.

"Liaison Agreement" means that certain liaison agreement, dated as of the Contribution Date, by and between Management Service Company and each of Doctor Owner and each Temporary Doctor Owner.

"Losses" is defined in Section 10.1.1.

"Management Service Company" is defined in the Preamble.

"Management Services Agreement" means that certain management agreement, dated as of the Contribution Date, by and between Management Service Company and Seller in the form attached hereto as Exhibit F.

"Material Adverse Effect" means any event, circumstance, development, condition, occurrence, state of facts, change or effect that, when considered individually or in the aggregate has been, or would be reasonably likely to be, materially adverse to (a) the Business' condition (financial or otherwise), or the Business, Assets, Liabilities, prospects, operations or results of operations of the Operating Companies, taken as a whole, or (b) the ability of Seller Parties to perform its obligations under this Agreement or to consummate the Contemplated Transactions, in either case, other than any event, circumstance, development, condition, occurrence, state of facts, change or effect arising out of: (i) general business, financial, credit or economic conditions in the United States; (ii) acts of war (whether or not declared), sabotage or terrorism, military actions or the escalation thereof; or (iii) any change in or adoption of any applicable Legal Requirement or GAAP, except, in the case of subparts (i), (ii) or (iii) of this definition, to the extent that such events, circumstances, developments, conditions, occurrences, states of facts, changes or effects do not have a disproportionate effect on Seller (taken as a whole) relative to other participants in the industries in which Seller operates.

"Membership Interest Control Agreement" means those certain Membership Interest Control Agreements, dated as of the date hereof, by and among Management Service Company and Seller and each of Doctor Owner and each Temporary Doctor Owner in the form attached hereto as Exhibit G.

"Membership Units" is defined in the Holdings LLC Agreement.

"Most Recent Balance Sheet" is defined in Section 5.6.1(b).

"Most Recent Balance Sheet Date" is defined in Section 5.6.1(b).

"Most Recent Financials" is defined in Section 5.6.1(b).

"Non-Practitioner Employees" is defined in Section 8.1.

"Non-Recourse Party" is defined in Section 11.3.

"Notice of Disagreement" is defined in Section 3.4.2.

"Off-the-Shelf Software" is defined in Section 5.13.4.

"Operating Companies" means, collectively, Seller, Holdings and Management Service Company.

"Ordinary Course of Business" means an action taken by any Person in the ordinary course of such Person's business which is consistent with the past customs and practices of such Person.

"Organizational Documents" means, with respect to any Person, the articles or certificate of incorporation or organization, certificate of formation, by-laws, limited partnership agreement, partnership agreement, limited liability company agreement, shareholders agreement or such other organizational documents of such Person.

"Ownership Interest" means any and all shares, interests, participations, or other equivalents (however designated) of capital stock of a corporation and any and all ownership interests in a Person (other than a corporation), including membership interests, partnership interests, joint venture interests, and beneficial interests, and any and all warrants, options, convertible or exchangeable securities, or rights to purchase or otherwise acquire any of the foregoing.

"Payor" means any insurer, health maintenance organization, third party administrator, employer, union, trust, governmental program (including but not limited to any Third Party Payor Program), or other consumer or customer of health care services that has authorized Seller as a provider of health care items, services and goods to the members, beneficiaries, participants or the like, thereof or to whom Seller has submitted a claim for items, services or goods.

"Permits" means, with respect to any Person, any license, accreditation, bond, franchise, permit, consent, approval, right, privilege, certificate, or other similar authorization issued by, or otherwise granted by, any Governmental Authority or any other Person to which or by which such Person is subject or bound or to which or by which any property, business, operation, or right of such Person is subject or bound.

"Permitted Encumbrance" means (a) statutory liens for current Taxes, special assessments, or other governmental charges not yet due and payable for which appropriate reserves have been established in accordance with GAAP, (b) mechanics', materialmen's, carriers', workers', repairers' and similar statutory inchoate liens arising or incurred in the Ordinary Course of Business and relating to amounts that are not yet due and payable, solely to the extent such liens do not impair the present use of any Real Property they affect and do not impair the conduct of the Business and (c) restrictions on the transfer of

securities arising under federal and state securities laws, in the case of subparts (a) and (b), solely to the extent reflected in computation of the Final Working Capital.

"Permitted Transferees" shall have the meaning set forth in Holdings LLC Agreement.

"Person" means any individual or corporation, association, partnership, limited liability company, joint venture, joint stock, or other company, business trust, trust, organization, labor union, Governmental Authority, or other entity of any kind.

"Personal Property Leases" is defined in the Contribution Agreement.

"Pre-Closing Certificate" is defined in Section 3.2.

"Pre-Closing Tax Period" is defined in Section 10.1.1(e).

"Predecessor" is defined in Section 5.1.

"Real Property" is defined in Section 5.12.

"Real Property Leases" is defined in Section 5.12.

"Rejecting Employee" is defined in Section 8.1.2.

"Representative" means, with respect to any Person, any director, manager, officer, employee, agent, consultant, advisor, or other representative of such Person, including legal counsel, accountants, and financial advisors.

"Repurchase Rights Agreement" means that certain repurchase rights agreement, to be entered into as of the Closing Date, by and among each Beneficial Owner, Group, Holdings and Seller.

"Restricted Period" is defined in Section 7.6.1.

"Restrictive Covenants" means the restrictive covenants applicable to Beneficial Owners and/or Seller Parties under Sections 7.4 and 7.6 hereof.

"Restructuring Documents" is defined in Section 5.27.

"Restructuring Transactions" is defined in the Recitals.

"Rollover Amount" means Fifteen Million Five Hundred Forty Four Thousand Four Hundred Dollars ($15,544,400).

"Second Asset Transfer" is defined in the Recitals.

"Self-Disclosure" is defined in Section 10.1.1(g).

"Seller" is defined in the Preamble.

"Seller Controlled Parties" is defined in the Preamble.

"Seller Disclosure Schedules" means the disclosure schedules delivered by Seller to Buyer on the Closing Date.

"Seller Intellectual Property Rights" means all Seller Owned Intellectual Property Rights, together with all Seller Licensed Intellectual Property Rights.

"Seller Licensed Intellectual Property Rights" means all Intellectual Property Rights owned by a third party and used by Seller pursuant to a written or unwritten license, sublicense or permission.

"Seller Owned Intellectual Property Rights" means all Intellectual Property Rights owned or purported to be owned by Seller, including all Seller Registrations.

"Seller Parties" is defined in the Preamble.

"Seller Parties Amount" is defined in Section 3.4.3.

"Seller Qualified Plan" is defined in Section 8.2.5.

"Seller Registrations" is defined in Section 5.13.3.

"Seller's Knowledge" (or any similar phrase) means the actual knowledge of each Beneficial Owner, Lauren Thompson and Tom Livingston, together with any knowledge that would have been known by a reasonable person in a similar position after having conducted a due investigation.

"Share Purchase" is defined in the Recitals.

"Share Purchase Agreement" means that certain Purchase Agreement, to be entered into on the date hereof, by and between Group, Doctor Owner, and each Temporary Doctor Owner in substantially the form attached hereto as Exhibit H.

"Second Share Purchase Agreement" means that certain Purchase Agreement, to be entered into immediately following the receipt of the Final Approval, by and between Doctor Owner and Temporary Doctor Owners in substantially the form attached hereto as Exhibit H.

"Software" means all computer programs, computer software, code, data and databases, and any and all software implementations of algorithms, models and methodologies, whether in source code or object code, operating systems and specifications, design documents, website code, flow-charts, documentation, user manuals and training materials relating thereto and any translations, compilations, arrangements, adaptations and derivative works thereof, in each of the foregoing cases, in any form or format, and however fixed.

"Subsidiary" means, with respect to any specified Person, any other Person of which such specified Person, directly or indirectly through one or more Subsidiaries, (a) owns 50% or more of the outstanding Ownership Interest entitled to vote generally in the election of the board of directors or similar governing body of such other Person, or (b) has the power to generally direct the business and policies of that other Person, whether by contract or as a general partner, managing member, manager, joint venturer, agent or otherwise.

"Subsequent Interest Transfer" is defined in the Recitals.

"Tax" or "Taxes" means (a) any and all federal, state, local, or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental, customs duties, capital stock, franchise, profits, built-in gain, withholding, social security (or similar taxes, including FICA), unemployment, disability, real property, personal property, escheat or

unclaimed property obligation, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, or other tax of any kind or any charge of any kind in the nature of (or similar to) taxes imposed by any Governmental Authority, including any interest, penalty, or addition thereto, in each case whether disputed or not and (b) any Liability for the payment of any amounts of the type described in clause (a) of this definition as a result of being a member of an affiliated, consolidated, combined or unitary group for any period, as a result of any tax sharing or tax allocation agreement, arrangement or understanding, or as a result of being liable for another Person's taxes as a transferee or successor, by contract or otherwise.

"Tax Return" means any return, declaration, report, claim for refund or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

"Technology" means all inventions, works, discoveries, innovations, know-how, information (including ideas, concepts, research and development, formulas, algorithms, compositions, processes and techniques, data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, business and marketing plans and proposals, graphics, illustrations, artwork, documentation, and manuals), Software, firmware, computer hardware, integrated circuits and integrated circuit masks, electronic, electrical, and mechanical equipment, and all other forms of technology, including improvements, modifications, translations thereof, works in process, compilations, arrangements, adaptations, derivatives, or changes, whether tangible or intangible, embodied in any form, whether or not protectable or protected by patent, copyright, mask work right, trade secret law, or otherwise, and all documents and other materials recording any of the foregoing.

"Temporary Doctor Owners" is defined in the Preamble.

"Third Party Claim" is defined in Section 10.4.1.

"Third Party Payor Programs" means all third party Payor programs (including but not limited to, Medicare, Medicaid, TRICARE, workers compensation, or any other federal or state health care programs, as well as Blue Cross and/or Blue Shield, managed care plans, any other private insurance program or administered self-funded employer or union plans).

"Total Enterprise Value" means Fifty Five Million Dollars ($55,000,000).

"Trailing Three Months Revenue" means the accrual-based revenue for services rendered (based on date of service) in the ninety (90)-day period immediately preceding the Closing, calculated in accordance with the methodology set forth in Exhibit L, whereby cash-basis revenues for letter-designated patient services billed through the Greenway Medical Technologies system are converted to accrual-based revenues by applying the expected collection rates by payor category to the net (non-voided) charges for services. For the avoidance of doubt, those expected collection rates are as follows: BCBS – 34.6%; other commercial insurers – 31.3%; Medicaid – 22.8%; Medicaid Managed – 25.6%; Medicare – 27.6%; Medicare Managed – 30.4%; self-pay – 40.8%; Tricare – 29.9%; workers compensation – 46.0%; and other – 40.6%.

"Transaction Expenses" means (a) all costs, fees and expenses (including legal, accounting, investment banking, advisory, and other costs, fees and expenses) incurred by any Seller Controlled Party in connection with the negotiation, execution and delivery of this Agreement, the Ancillary Agreements or the consummation of the Contemplated Transactions and which have not been indefeasibly paid in full prior to the Closing and (b) all costs, fees and expenses owing to Seller, Group or any Beneficial Owner or any Affiliate thereof under any management agreement or other services arrangement. For the

avoidance of doubt, Transaction Expenses shall include (i) all such costs, fees and expenses incurred by Holdings or Management Service Company and (ii) all legal fees and expenses of any Seller Party's counsel.

"Transfer Taxes" is defined in Section 7.9.2.

"Treasury Regulations" means the regulations promulgated under the Code.

"Varsity" means Varsity Management Company, LLC, a Delaware limited liability company.

"Varsity Management Services Agreement" means that certain management agreement, dated as of the date hereof, by and between Management Service Company, Holdings and Varsity.

"Warn Act Obligation" is defined in Section 8.2.3.

"Working Capital" means (a) the current assets (including Cash, but excluding current and deferred Tax assets) of the Operating Companies minus (b) the current liabilities (excluding current and deferred Tax liabilities, Debt and Transaction Expenses) of the Operating Companies, in each case immediately prior to the Closing and calculated in accordance with the Accounting Principles and using only the line items used in the calculation of the Working Capital Target (such line items have been agreed upon by the parties and are set forth on Exhibit L attached hereto).

"Working Capital Target" means an amount equal to the product of (a) the Trailing Three Months Revenue and (b) 36.6%.

"Yearly Financials" is defined in Section 5.6.1(a).

Exhibit A

Exchange Agreement

(See attached.)

CONFIDENTIAL

CONTRIBUTION AND EXCHANGE AGREEMENT

THIS CONTRIBUTION AND EXCHANGE AGREEMENT (this "Agreement"), is made and entered into as of December 22, 2015, by and among NCFP Group LLC, a South Carolina limited liability company ("Group"), and each of the individuals set forth on the signature pages hereto (collectively, the "Contributors").

RECITALS

A. Group has authorized the sale and issuance of 100% of Group's Membership Interests (as defined in the Operating Agreement, as defined below) (the "Purchased Interests") to the Contributors in exchange for the contribution to Group of all of the issued and outstanding membership interests in Colonial Family Practice, LLC, a South Carolina limited liability company ("CFP"), held by the Contributors (the "Contributed Interests").

B. Contributors desire to acquire from Group, and Group desires to transfer to Contributors, the Purchased Interests in exchange for the Contributed Interests, and Contributors desire to contribute the Contributed Interests to Group, in exchange for the issuance by Group of the Purchased Interests on the terms and conditions set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement, intending to be legally bound, agree as follows:

1. Authorization; Contribution; and Sale.

1.1 Authorization of Shares. Group has authorized the sale and issuance to Contributors of the Purchased Interests. The Purchased Interests have the rights, preferences, privileges, and restrictions set forth in the Articles of Organization of Group attached hereto as Exhibit A (the "Charter") and in the Operating Agreement of Group, dated as of December 10, 2015 and attached hereto as Exhibit B (the "Operating Agreement"), by and among Group and the Contributors (together with the Charter, the "Governing Documents").

1.2 Contribution of Contributed Interests; Sale and Purchase of Purchased Interests. At the Closing (as defined below), (a) each Contributor shall contribute, transfer, convey, assign and deliver to Group, and Group shall acquire and accept from each Contributor, all of the Contributed Interests held by such Contributor, free and clear of all liens, charges, encumbrances, security interests, pledges, equities and claims of any kind or nature whatsoever ("Encumbrances") and (b) Group shall issue and sell to each Contributor, and each Contributor shall purchase from Group, the number of Purchased Interests set forth opposite such Contributor's name as set forth on Exhibit C hereto in exchange for such Contributor's contribution to Group of all of the Contributed Interests held by such Contributor. The sale of the Purchased Interests to each Contributor hereunder shall constitute a separate sale hereunder.

1.3 Tax Treatment. The parties hereto intend that the transfer of the Contributed Interests to Group, followed by the election by Group to treat CFP as a "qualified subchapter S subsidiary" of Group, to constitute a reorganization described under Section 368(a)(1)(F) of the U.S. Internal Revenue Code of 1986, as amended (the "Code"), and this Agreement shall constitute the plan of reorganization within the meaning of Sections 354 and 361 of the Code.

2. Closing.

2.1 Closing. The closing (the "Closing") of the transactions contemplated by this Agreement (the "Transactions") shall take place at the offices of Adams and Reese LLP ("A&R"), in Columbia, South Carolina at 10:00 a.m., South Carolina time, on the date hereof, or at such other time and place as the parties may agree.

3. Representations and Warranties of Contributor. Each Contributor, individually and not for any other Contributor, represents and warrants to Group that the following representations and warranties are true and correct as of the Closing as follows:

3.1 Residence. Contributor's principal place of business or domicile or State of residence, as the case may be (and the state in which the investment decision to purchase the Purchased Interests was made), is the State as set forth in the address opposite Contributor's name on Exhibit C hereto and the offer and acceptance regarding the Purchased Interests occurred in such state.

3.2 Accredited Investor. Contributor is an "accredited investor" within the meaning of Rule 501(a) of Regulation D promulgated by the Securities and Exchange Commission (the "Commission") under the U.S. Securities Act of 1933, as amended (the "Act"). Contributor has such knowledge and experience in financial and business matters that Contributor is capable of evaluating the merits and risks of the investment to be made by Contributor hereunder. Contributor understands and has taken cognizance of all the risk factors related to the investment in the Purchased Interests, including a total loss of Contributor's investment.

3.3 Purchase for Own Account. Contributor is acquiring the Purchased Interests for Contributor's own account, and not directly or indirectly for the account of any other Person, for investment purposes only and not with any view to, or for resale in connection with, any distribution or public offering thereof within the meaning of the Act. Contributor further represents that Contributor does not presently have any contract, undertaking, agreement, or arrangement with any Person to sell, transfer or grant participations to such Person or to any third party with respect to any of the Purchased Interests. For purposes of this Agreement, "Person" shall mean any individual or corporation, association, partnership, limited liability company, joint venture, joint stock, or other company, business trust, trust, organization, labor union, governmental authority, or other entity of any kind.

3.4 Restricted Securities. Contributor understands that (a) the Purchased Interests have not been registered under the Act or applicable state securities laws, and (b) no federal or state agency has made any finding or determination as to the fairness for investment, nor any recommendation or endorsement, of the Purchased Interests. Contributor is fully informed and aware of the circumstances under which the Purchased Interests must be held and the restrictions upon the resale of the Purchased Interests under the Act and any applicable state securities laws. Contributor understands that the Purchased Interests may not be resold unless they are registered under the Act and any applicable state securities laws or unless an exemption from such registration is available, that the availability of an exemption may depend on factors over which Contributor has no control, that unless so registered or exempt from registration, the Purchased Interests may be required to be held for an indefinite period and that the reliance of Group and others upon the exemptions from registration referred to in this Section 3.4 is predicated in part upon this representation and warranty. Contributor understands that an exemption from registration is not presently available pursuant to Rule 144 promulgated by the Commission under the Act, that there is no assurance that such exemption will ever become available to Contributor and that, even if it were to become available, sales pursuant to Rule 144 would be limited in amount and could only be made in full compliance with the provisions of Rule 144.

3.5 Disclosure of Information. Contributor has received and reviewed each of the Governing Documents.

3.6 Authorization; Enforceability; Organization, Existence and Good Standing; Absence of Conflicts. Contributor has the full authority or capacity, as applicable, to enter into this Agreement and the Operating Agreement (collectively, the "Transaction Agreements") and to perform Contributor's obligations hereunder and thereunder. Each Transaction Agreement has been duly and validly executed and delivered by Contributor, and each Transaction Agreement constitutes a legal, valid, and binding obligation of Contributor, enforceable against Contributor in accordance with its terms, except as its enforceability may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or similar laws from time to time in effect that affect the enforcement of creditors' rights generally and legal, equitable, and public policy principles ("Enforceability Exceptions"). Contributor's execution, delivery and performance of this Agreement does not and will not (a) constitute a breach or violation of any law, rule, regulation, material agreement, indenture, deed of trust, mortgage, lease, license, loan agreement or any other agreement to which Contributor is a party or by which Contributor or any of his or her assets are bound or affected; (b) constitute a violation of any order, judgment or decree by which Contributor or any of the Contributor's Contributed Interests are bound or affected; (c) result in the creation of any liens, charges, encumbrances, security interests, pledges, equities and claims of any kind or nature whatsoever on any of Contributor's Contributed Interests; or (d) require any authorization or consent of any third party or agency.

3.7 Title to Contributed Interests. Contributor owns of record and beneficially, and is transferring to the Group by this Agreement, all of Contributor's right title and interest in and to the number of Contributed Interests set forth opposite Contributor's name as set forth on Exhibit C under the heading "Contributed Interests" free and clear of Encumbrances, and further free of any restrictions on transfer, options, warrants, purchase rights, contracts, commitments, equities, claims and demands. Contributor is (a) not a party to any option, warrant, purchase right, redemption or other contract or commitment that could require Contributor to sell, transfer, or otherwise dispose of any of his right, title, or interest in the Contributed Interests or that otherwise relates to the voting, purchase, redemption or other acquisition of any interest in the Company, and (b) Contributor is not a party to any voting trust, proxy, or other arrangement or understanding with respect to the voting of any of the Contributed Interests.

3.8 Contributor Can Protect Its Interest. Except as expressly provided for in this Agreement, no representations or warranties have been made to Contributor by Group, any member, shareholder, director, officer, employee, agent, or affiliate of Group, or any other Person with respect to Contributor's investment in the Purchased Interests (including with respect to the economic or tax effect of such investment), and Contributor has not relied on any representations, warranties, projections or other information (whether oral or written) from Group, any of its members, shareholders, directors, officers, employees, agents, or affiliates, or any other Person in connection with its investment in the Purchased Interests (including with respect to the economic or tax effect of such investment). Except for the Transaction Agreements, there are no agreements, contracts, understandings, or commitments with respect to Contributor's investment in the Purchased Interests between Contributor on the one hand and Group or any member, shareholder, director, officer, employee, agent, or affiliate of Group on the other hand. Contributor has had full access to Group's books and records to the extent requested and has had the opportunity to ask questions of and receive answers from the directors and officers of Group, and that to the extent asked, all such questions have been answered to the full satisfaction of Contributor. Contributor's financial situation is such that Contributor can afford to bear the economic risk of holding the Purchased Interests for an indefinite period of time, has adequate means for providing for Contributor's current needs and personal contingencies, and can afford to suffer a complete loss of Contributor's investment in the Purchased Interests. The Purchased Interests are a speculative investment

that involves a high degree of risk of loss of Contributor's investment therein. Contributor's investment in the Purchased Interests is subject to dilution by the issuance of additional equity interests by Group, and Contributor is not entitled to any preemptive, tag-along, information or other investor rights with respect to the Purchased Interests, other than as expressly set forth in the Transaction Agreements or as otherwise provided under applicable law. Contributor has made its own independent evaluation of the Purchased Interests, including the economic and tax effect of them, either through its own analysis or through representatives such as legal counsel or accountants.

3.9 No Brokers or Finders. No Person has or will have, as a result of any act or omission of Contributor, any right, interest or valid claim against or upon Group for any commission, fee, or other compensation as a finder or broker, or in any similar capacity, in connection with the Transactions.

4. Representations and Warranties of Group. Group hereby represents and warrants to Contributors that the following representations and warranties are true and correct as of the Closing:

4.1 Organization; Power and Authority. Group is duly organized, validly existing and in good standing under the laws of the State of South Carolina. Group has all requisite limited liability company power and authority to own its properties, to carry on its business as presently conducted, and to enter into and perform the Transaction Agreements and carry out the Transactions and the transactions contemplated by the Operating Agreement. Group is not in violation of any term or provision of its Governing Documents, each as in effect as of this date.

4.2 Enforceability; Authorization; Compliance with Other Instruments. The Transaction Agreements are valid and legally binding obligations of Group, enforceable against Group in accordance with their respective terms, except as limited by applicable Enforceability Exceptions. The execution, delivery, and performance of the Transaction Agreements and the sale and delivery of the Purchased Interests in accordance with this Agreement have been duly authorized by all necessary limited liability company action of Group. The execution, delivery and performance of the Transaction Agreements, including the sale and delivery of the Purchased Interests and the performance of any transactions contemplated by the Transaction Agreements will not (a) violate, conflict with or result in a default (whether after the giving of notice, lapse of time or both) under any contract or obligation to which Group or any of its subsidiaries is a party or by which it, any of its subsidiaries or any of its or its subsidiaries' assets are bound, or any provision of the Governing Documents, or cause the creation of any Encumbrance upon any of the assets of Group or any of its subsidiaries; (b) violate, conflict with or result in a default (whether after the giving of notice, lapse of time or both) under, any provision of any law, regulation or rule, or any order of, or any restriction imposed by any court or other governmental agency applicable to Group or any of its subsidiaries; (c) require from Group or any of its subsidiaries any notice to, declaration or filing with, or consent or approval of any governmental authority or other third party other than pursuant to federal or state securities or blue sky laws; or (d) accelerate any obligation under, or give rise to a right of termination of, any agreement, permit, license or authorization to which Group or any of its subsidiaries is a party or by which it or any of its subsidiaries is bound.

4.3 Capitalization. Immediately prior to the consummation of the Transactions, none of the Membership Interests of Group will be issued and outstanding. Immediately after the consummation of the Transactions, (a) 100% of Group's Membership Interests will be issued and outstanding and (b) all of the Contributed Interests will be owned by Group. Except as contemplated in the Transaction Agreements, there are no outstanding subscriptions, options, warrants, phantom rights, commitments, agreements, arrangements or commitments of any kind for or relating to the issuance, or sale of, or outstanding securities convertible into or exchangeable for, any of the Purchased Interests or any other Membership Interests of Group. When issued, the Purchased Interests will be validly issued

and fully paid and will have been offered, issued, sold and delivered in compliance with applicable federal and state securities laws. Other than as set forth in the Transaction Agreements, there are no (y) liens or other encumbrances on the Purchased Interests, or (z) preemptive rights, rights of first refusal, put or call rights or obligations or anti-dilution rights with respect to the issuance, sale or redemption of the Purchased Interests. Other than the rights set forth in the Transaction Agreements, there are no rights to have the Purchased Interests registered for sale to the public pursuant to the laws of any jurisdiction, and there are no agreements to which Group is a party or of which it is otherwise aware, other than the Transaction Agreements, relating to the voting of Group's voting securities or restrictions on the transfer of the Purchased Interests or any other Membership Interests of Group.

4.4 Offering; No Disqualification Event. Subject in part to the truth and accuracy of the representations and warranties of Contributors set forth in Section 3, the offer, sale, and issuance of the Purchased Interests as contemplated by this Agreement will be issued in compliance with all applicable federal and state securities laws. None of the "Bad Actor" disqualifying events described in Rule 506(d)(1)(i) to (viii) promulgated under the Act (a "Disqualification Event") is applicable to Group, except for a Disqualification Event as to which Rule 506(d)(2)(ii–iv) or (d)(3), is applicable.

4.5 No Brokers or Finders. No Person has or will have, as a result of any act or omission of Group or any of its subsidiaries, any right, interest or valid claim against or upon Group or Contributors for any commission, fee or other compensation as a finder or broker, or in any similar capacity, in connection with the Transactions.

5. Limitations on Transfer.

5.1 Restrictions on Transfer. Each Contributor agrees not to sell, assign, transfer, offer, pledge or otherwise dispose of all or any portion of the Purchased Interests except as permitted under the Operating Agreement, as amended, restated, modified or supplemented from time to time, and unless (a) a registration statement relating thereto has been duly filed and becomes effective under the Act and all applicable state securities laws, or (b) such sale, assignment, transfer, offer, pledge, or other disposition is exempt from the registration and prospectus delivery requirements of the Act and such laws and, in the case of a transaction pursuant to this clause (b), Group will not, as a result of such sale, assignment, transfer, offer, pledge or other disposition, be required to register its securities under the Securities Exchange Act of 1934, as amended.

5.2 Legends. To the extent required by the Governing Documents, any certificate(s) representing the Purchased Interests shall bear such legends as are required under the Governing Documents.

6. Miscellaneous.

6.1 Survival. All representations, warranties, covenants, and agreements of Group and Contributors contained in or made pursuant to this Agreement shall survive the execution and delivery of this Agreement and the Closing, with any representations and warranties surviving until the first anniversary of the date hereof.

6.2 Governing Law; Exclusive Jurisdiction; Venue; Jury Trial Waiver. THIS AGREEMENT AND ANY CONTROVERSY ARISING OUT OF OR RELATING TO 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 CONFLICTING PROVISION OR RULE (WHETHER OF THE STATE OF SOUTH CAROLINA OR ANY OTHER JURISDICTION) THAT WOULD CAUSE THE LAWS OF

ANY JURISDICTION OTHER THAN THE STATE OF SOUTH CAROLINA TO BE APPLIED. IN FURTHERANCE OF THE FOREGOING, THE INTERNAL LAW OF THE STATE OF SOUTH CAROLINA WILL CONTROL THE INTERPRETATION AND CONSTRUCTION OF THIS AGREEMENT, EVEN IF UNDER SUCH JURISDICTION'S CHOICE OF LAW OR CONFLICT OF LAW ANALYSIS, THE SUBSTANTIVE LAW OF SOME OTHER JURISDICTION WOULD ORDINARILY APPLY. EACH PARTY AGREES THAT ANY ACTION BROUGHT BY ANY PARTY UNDER OR RELATED TO THIS AGREEMENT, INCLUDING TO INTERPRET OR ENFORCE ANY PROVISION OF THIS AGREEMENT AND WHETHER ARISING IN CONTRACT, TORT, EQUITY OR OTHERWISE, SHALL BE BROUGHT IN, AND EACH PARTY AGREES TO AND DOES HEREBY CONSENT AND SUBMIT TO THE EXCLUSIVE JURISDICTION AND VENUE OF, THE UNITED STATES DISTRICT COURT IN SUMTER COUNTY, SOUTH CAROLINA (OR, IF FEDERAL JURISDICTION DOES NOT EXIST, ANY STATE COURT LOCATED IN SUMTER COUNTY, SOUTH CAROLINA), AND ANY APPLICABLE APPELLATE COURTS. EACH PARTY HEREBY WAIVES ANY OBJECTION TO SUCH COURTS THAT SUCH PARTY MAY HAVE BASED ON LACK OF VENUE OR FORUM NON CONVENIENS. EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, DISPUTE, PROCEEDING, OR SUIT, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, BETWEEN OR AMONG THE PARTIES ARISING OUT OF OR RELATED TO THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH. ANY PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF EACH PARTY TO THE WAIVER OF SUCH PARTY'S RIGHT TO TRIAL BY JURY.

6.3 Attorney's Fees. In the event that any suit or action is instituted to enforce any provision in this Agreement, the prevailing party in such dispute shall be entitled to recover from the losing party all fees, costs and expenses of enforcing any right of such prevailing party under or with respect to this Agreement, including such reasonable fees and expenses of attorneys and accountants, which shall include, all fees, costs and expenses of appeals.

6.4 Successors and Assigns. Except as otherwise expressly provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors, assigns, heirs, executors, and administrators.

6.5 Entire Agreement. This Agreement, the exhibits and schedules hereto, the Governing Documents, and the other documents delivered pursuant thereto constitute the full and entire understanding and agreement among the parties with regard to the subjects hereof and no party shall be liable or bound to any other in any manner by any oral or written representations, warranties, covenants and agreements except as specifically set forth herein and therein.

6.6 Severability. If any provision or application of this Agreement is held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect other provisions or applications which can be given effect, and this Agreement shall be construed as if the invalid, illegal or unenforceable provision or application had never been contained herein or prescribed hereby. In lieu of such invalid, illegal or unenforceable provision there shall be added automatically as a part hereof a provision as similar in terms and economic effect to such invalid, illegal or unenforceable provision as may be possible and be valid, legal and enforceable.

6.7 Amendments and Waivers. Any term or provision hereof may be amended, terminated, or waived, either retroactively or prospectively and either generally or in a particular instance, with the written consent of Group and Contributors holding a majority of the Purchased Interests.

6.8 Counterparts; Electronic Signatures. This Agreement may be executed in counterparts and delivered by facsimile, PDF or other means of electronic transmission, each of which when so executed and delivered shall be deemed to be an original, and all of which counterparts shall together constitute but one and the same instrument.

6.9 Notices. All notices and other communications required or permitted hereunder shall be in writing and shall be deemed effectively given: (a) upon personal delivery to the party to be notified, (b) when sent by email (provided that such email is subsequently acknowledged by the party to be notified), (c) five business days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one business day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent (x) if to Group, to NCFP Group LLC, 325 Broad Street, Sumter, South Carolina, 29150, Attn: Clayton R. Lowder, III (with copies, which shall not constitute notice, to Adams and Reese LLP, 1501 Main Street, 5th Floor, Columbia, SC 29201, Attn: Robert P. Bethea, Jr., Email: Rob.Bethea@arlaw.com); (y) if to Contributors to the address set forth opposite each Contributor's name as set forth on Exhibit C or (z) at such other address or email address as such party may designate by 10 days' advance written notice to the other parties hereto.

6.10 Exculpation of Contributor. The determination of each Contributor to acquire the Purchased Interests pursuant to this Agreement has been made by such Contributor independent of any other Contributor and independent of any statements or opinions as to the advisability of such acquisition or as to the properties, business, prospects or condition (financial or otherwise) of Group and its subsidiaries that may have been made or given by any other Contributor or by any agent or employee of any other Contributor. In addition, it is acknowledged by each Contributor that no Contributor has acted as an agent of any other Contributor in connection with making its investment hereunder and that no Contributor shall be acting as an agent of any other Contributor in connection with monitoring its investment hereunder. Each Contributor agrees that no Contributor nor the respective controlling Persons, officers, directors, managers, partners, agents or employees of any Contributor shall be liable to any other Contributor for any action heretofore or hereafter taken or omitted to be taken by any of them in connection with such Contributor's acquisition of the Purchased Interests.

6.11 Waiver of Conflicts. Each party to this Agreement acknowledges that A&R has, in the past, performed and is or may now, or in the future, represent CFP, Group, any Contributor, or any of their respective affiliates in matters unrelated to the Transactions, including representation of any such Person in matters of a similar nature to the Transactions. The applicable rules of professional conduct require that A&R inform the parties hereto of this representation and obtain their consent. A&R has served as outside general counsel to Group, and has negotiated the terms of this Agreement solely on behalf of Group. Each Contributors hereby (x) acknowledges that he or she has had an opportunity to ask for and has obtained information relevant to A&R's representation of Group with respect to the Transactions and A&R's representation of Group, CFP, certain Contributors, and their respective affiliates in connection with other matters, including disclosure of the reasonably foreseeable adverse consequences of such representation, (y) acknowledges that with respect to the Transactions, A&R has represented solely Group, and not the Contributors or any other member, shareholder, director or employee of Group, and (z) gives its informed consent to A&R's representation of Group with respect to the Transactions.

6.12 Interpretation. The headings contained herein are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement. All Section references are to Sections of this Agreement unless otherwise stated. Whenever the term "include" or "including" is used in this Agreement, it shall mean "including, without limitation," (whether or not such language is specifically set forth) and shall not be deemed to limit the range of possibilities to those items specifically enumerated. The words "hereof", "herein" and "hereunder" and words of similar import refer to this

Agreement as a whole and not to any particular provision. Terms defined in the singular have a comparable meaning when used in the plural and vice versa. The masculine, feminine or neuter gender shall be deemed to include the others whenever the context so indicates or requires. The word "or" shall not be exclusive. All references herein to a "party" or "parties" are to a party or parties to this Agreement unless otherwise specified.

6.13 Third-Party Beneficiaries. The parties hereto acknowledge and agree that Varsity Family Care Partners, LLC and Varsity Management Company, LLC are third-party beneficiaries with respect to the provisions of Section 3.7.

[*The remainder of this page is intentionally left blank.*]

CONFIDENTIAL

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

GROUP:

NCFP GROUP LLC

By: _____
Name: Clayton R. Lowder, III, M.D.
Title: Manager

CONTRIBUTORS:

_____
Dr. Clayton R. Lowder III, M.D.

_____
Dr. David G. Whaley, M.D.

_____
Dr. Mitchell R. Grunsky, M.D.

_____
Dr. Jason Michael Leonard, M.D.

_____
Dr. Thomas L. Lucas III, M.D.

_____
Dr. Christopher M. Mahr, M.D.

_____
Dr. Edward J. Meyers, M.D.

_____
Dr. Ike C. Stewart, M.D.

_____
Dr. Carlos Soto, M.D.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

GROUP:

NCFP GROUP LLC

By:_____
Name: Clayton R. Lowder, III, M.D.
Title: Manager

CONTRIBUTORS:

_____
Dr. Clayton R. Lowder III, M.D.

_____
Dr. David G. Whaley, M.D.

_____
Dr. Mitchell R. Grunsky, M.D.

_____
Dr. Jason Michael Leonard, M.D.

_____
Dr. Thomas L. Lucas III, M.D.

_____
Dr. Christopher M. Mahr, M.D.

_____
Dr. Edward J. Meyers, M.D.

_____
Dr. Ike C. Stewart, M.D.

Carlos Soto
Dr. Carlos Soto, M.D.

MEMBERSHIP INTEREST CONTROL AGREEMENT

THIS MEMBERSHIP INTEREST CONTROL AGREEMENT (the "***Agreement***") is made and entered into effect as of the 22nd day of December, 2015, by and among Colonial Family Practice, LLC, a South Carolina limited liability company ("***Group***"), Family Care Partners Management, LLC, a Delaware limited liability company ("***Company***"), and [●] ("***Member***").

RECITALS

WHEREAS, Member is an owner and record holder of one third of the issued and outstanding membership interests, distribution rights, voting interests, and percentage interests of Group (collectively, the "***Membership Interests***");

WHEREAS, Member and the other members believe that it is in his best interest and the best interests of Group to restrict the transferability of the Membership Interests;

WHEREAS, concurrently with the execution of this Agreement Member and each other Group member is entering into a Liaison Agreement with Company, dated December 22, 2015 (the "***Liaison Agreement***"); and

WHEREAS, concurrently with the execution of this Agreement by Member, Group is entering into a Management Services Agreement with Company, dated December 22, 2015 (the "***Management Services Agreement***"), pursuant to which Company has an interest in assuring continuity in the management of Group for the benefit of the patients of Group.

AGREEMENT

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and on the terms and subject to the conditions herein set forth, the parties, intending to be legally bound, hereby agree as follows:

1. Restrictions on Membership Interests. Except in accordance with the terms of this Agreement, Member shall not sell, assign, transfer, pledge, hypothecate, encumber or otherwise dispose of, whether by operation of law or otherwise, the Membership Interests or any other equity of Group that Member may hereafter acquire. Any attempted transfer of Membership Interests by Member in violation of this Agreement shall be null and void *ab initio*.

2. Membership Interest Transfer. Upon the delivery of a Membership Interest Transfer Notice, as defined in Section 3, or the occurrence of an Automatic Membership Interest Transfer Event, as defined in Section 3, Member (and for this purpose, Member hereby intends to bind any heir, executor, administrator, personal representative, estate, testamentary beneficiary, donee, trustee in bankruptcy, successor or assign, all of which shall be included in the term "***Member***") shall transfer the Membership Interests, including all legal and beneficial rights connected

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with them, to a person or entity designated by the Company in its sole discretion (a "***Designated Transferee***"), who shall be an individual permitted to hold the Membership Interests under the laws, rules and regulations of the State of South Carolina in effect at the time of such transfer (a "***Membership Interest Transfer***"). Further, upon any Membership Interest Transfer, the Liaison Agreement shall automatically terminate and Member shall resign as a director/manager and officer of Group, or in the absence of a written resignation by Member, be deemed to have resigned such positions, in each case, without any liability to Company or Group, and no action taken by Member with respect to the Membership Interests following a Membership Interest Transfer shall be valid or binding on Group.

3. Transfer Process.

3.1. Membership Interest Transfer Events. The occurrence of any of the following events shall cause a Membership Interest Transfer in accordance with Section 2 (each a "***Membership Interest Transfer Event***"):

(a) the death of Member;

(b) the retirement of member (Member shall give Company no less than six (6) months prior written notice of intent to retire);

(c) a determination by a court of competent jurisdiction or a physician of Member that Member is incompetent or permanently disabled so as to be unable to render any professional services on behalf of Group;

(d) the loss or surrender by Member of his license to render professional services on behalf of Group;

(e) the disqualification of Member under applicable law to hold an ownership interest in Group;

(f) the termination of the Liaison Agreement;

(g) the breach by Member of the indemnification, non-competition or non-solicitation provisions of the Acquisition Agreement, dated as of the date hereof, by and among Family Care Partners Management, LLC, Group, Member and the other parties thereto;

(h) the termination of the Professional Services Agreement with Group, dated as of the date hereof (the "***Professional Services Agreement***");

(i) the material breach by Member of the organizational documents of Group;

(j) the purported transfer by Member of the Membership Interests except in accordance with this Agreement;

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(k) the termination of or any attempt to terminate the Management Services Agreement by Group;

(l) the voluntary or involuntary filing for bankruptcy by Group;

(m) the violation or the material breach by Member or Group of this Agreement; or

(n) the exclusion or debarment of Member from participation in a federal and/or state health care program or the conviction or guilty plea to a criminal charge under federal or state laws relating to the practice of medicine or participation in any governmental health program.

3.2. Declaration of Membership Interest Transfer Event. The Membership Interest Transfer shall be effected automatically upon the occurrence of any Membership Interest Transfer Event set forth in Section 3.1(a), (b) or (h) (each, an "***Automatic Membership Interest Transfer Event***") or, for all other Membership Interest Transfer Events, upon such date as the Company shall designate in a written notice delivered to Member upon the occurrence thereof (or at such later time as the Company may discover the occurrence of a Membership Interest Transfer Event) (a "***Membership Interest Transfer Notice***"). Within ninety (90) days following any Automatic Membership Interest Transfer Event (or such longer period, as may be agreed to by Company and Member, to the extent reasonably required to obtain regulatory approvals or licenses necessary to complete the Membership Interest Transfer (e.g., the licensure of the Designated Transferee)), at such date as the Company shall determine within such period, Company shall cause a Membership Interest Transfer to a Designated Transferee to be consummated.

3.3. Purchase Price. The aggregate purchase price for the Membership Interests transferred to each Designated Transferee pursuant to Section 2 shall be One Hundred Dollars ($100) (the "***Purchase Price***"), payable in cash or by check by the Designated Transferee as soon as reasonably practicable after the occurrence of a Membership Interest Transfer Event; *provided, however*, that a delay in the payment of the Purchase Price shall in no way negate or impact the effectiveness of the transfer described in Section 2 above.

3.4. Deposit and Custody of Membership Interests. Upon execution of this Agreement, Member shall deposit with Company Member's certificate (or certificates as the case may be) for the Membership Interests duly endorsed in blank (the "***Certificate***") evidencing all of the Membership Interests owned by Member, together with a signed Membership Interest transfer power separate from certificate. Company agrees to hold the Certificate for the benefit of Member. Legal and record title to the Membership Interests shall remain in Member until the occurrence of a Membership Interest Transfer Event.

3.5. Power of Attorney. Member irrevocably constitutes and appoints Company, and any assignee of Company as the true and lawful attorney-in-fact of Member for the sole purpose of consummating the Membership Interest Transfer contemplated hereby

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and to execute, acknowledge, swear to, and file any certificate, instrument or other documentation that Company shall deem advisable to consummate the Membership Interest Transfer; *provided, however*, that the power of attorney granted in this Section may be exercised only in the event that Member fails to comply with the terms of this Agreement with respect to a Membership Interest Transfer. This power of attorney is coupled with an interest and shall survive legal incapacity of Member and, for purposes of executing documents evidencing such transfer, the transfer of the Membership Interests by Member.

3.6. No Ownership Interest. Nothing contained herein shall be deemed to grant or entitle Company to any present or future ownership interest in the Membership Interests.

4. Covenants Concerning Group. Member covenants, in his capacity as a membership interest holder, director/manager and officer of Group, to cause Group to comply with the following:

4.1. Maintenance of Existence. Member shall maintain Group at all times as a limited liability company in good standing in the jurisdiction in which Group is organized and all other jurisdictions in which Group operates. Member shall cause Group, subject to the terms and conditions of the Management Services Agreement, to maintain all necessary licenses, permits, regulatory approvals and provider numbers necessary for Group to own its property and conduct its business in accordance with the law.

4.2. Certain Transactions. Member shall not cause or permit to occur any of the following corporate actions by Group or transactions involving Group, unless such actions are taken by Company on behalf of Group: (a) the amendment of the organizational documents of Group in any manner that is inconsistent with the obligations of Member under this Agreement or would prohibit Member from complying with the terms of this Agreement, (b) the issuance to any person of membership interests, options, warrants, other rights to acquire, or other securities exercisable or convertible into an equity interest in Group, (c) the declaration or payment of any distribution or dividend (whether in cash, property or membership interests) in respect to the Membership Interests (d) the merger of Group with or into any other entity, (e) the sale of all or substantially all of the assets of Group to any other person, (f) the entry by Group into a reorganization or similar transaction under which Member ceases to own and exclusively control any or all of the Membership Interests that are held by Member as of the date of this Agreement; (g) the transfer or assignment of any contract or agreement with any governmental agency health plan, insurance company, hospital or other third party responsible for the arrangement of, or payment for, health care services, under which Group provides professional services to patients of Group; (h) the voluntary liquidation, winding up, or dissolution of Group. Notwithstanding subparagraph (c), Member may authorize and cause the payment of a cash distribution by Group in respect of the Membership Interests in an amount necessary for Member to pay any federal, state and local income tax liabilities attributable to taxable income of Group that is properly allocated to Member.

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Notifications.

(a) Subject to Section 4.6 below, Member shall provide Company no less than 120 days advance written notice before taking or approving, or causing Group to take or approve, any of the following actions involving Group, unless such actions are taken by Company on behalf of Group pursuant to the Management Services Agreement, or taken by Group pursuant to and in compliance with Sections 2.4 or 3.20 of the Management Services Agreement, are approved by Company in writing, or are reflected in a Budget approved pursuant to Section 4.4 of the Management Services Agreement: (i) mortgage, pledge, or grant a security interest in any property owned by Group for an amount in excess of $50,000; (ii) incur or refinance any indebtedness for money borrowed by Group, whether secured or unsecured and including any indebtedness for money borrowed by a membership interest holder of Group for an amount in excess of $10,000; (iii) lend money to or guaranty or become surety for the obligations of any person for an amount in excess of $5,000; (iv) compromise or settle any claim against or inuring to the benefit of Group involving an amount in controversy in excess of $10,000; (v) incur any liability or make any single expenditure or series of related expenditures on behalf of Group exceeding $10,000, outside of the normal course of operations (except for liabilities or expenditures reflected in a Budget approved pursuant to Section 4.4 of the Management Services Agreement); (vi) construct any capital improvements, repairs, alternations or changes or enter into any capital transaction or capital lease on behalf of Group involving an amount exceeding $10,000, outside of the normal course of operations; (vii) elect, appoint, remove or terminate any officer, director or manager of Group (but not with respect to any re-election or reappointment of an existing officer, director or manager); (viii) cause Group to terminate any agreement or arrangement with any insurance carrier for any HMO or PPO or any other third party payor; (ix) approve salaries and bonuses of any existing employee or other staff member of Group (except for salaries and bonuses reflected in a Budget approved pursuant to Section 4.4 of the Management Services Agreement); (x) cause Group to commence a voluntary case as debtor under the United States Bankruptcy Code; (xi) cease or suspend any payments under the Management Services Agreement; (xii) commence on behalf of Group any litigation, arbitration or mediation against Company or its affiliates; or (xiii) commence any new service or terminate any type of service (e.g., pharmacy, diagnostic imaging, aesthetics business, clinical laboratory) furnished through Group; or (xiv) any transaction set forth in Section 4.2 of this Agreement.

(b) Subject to Section 4.6 below, Member shall provide Company no less than 60 days advance written notice before taking or approving, or causing Group to take or approve any of the following actions involving Group, unless such actions are taken by Company on behalf of Group, or taken by Group and are approved by Company in writing or are reflected in a Budget approved pursuant to Section 4.4 of the Management Services Agreement: (i) hire or fire any employee or staff member (except as otherwise permitted pursuant to Section 4.2(c) of the Management Services Agreement); (ii) approve salaries and bonuses of any new

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employee or staff member of Group (except for salaries and bonuses reflected in a Budget approved pursuant to Section 4.4 of the Management Services Agreement); (iii) approve severance pay (except for severance pay reflected in a Budget approved pursuant to Section 4.4 of the Management Services Agreement); or (iv) cause the Group to enter any new relationship with any insurance carrier for any HMO or PPO or any other third party payor.

(c) Member shall give Company prompt notice of any subpoena, government investigation, litigation, or claim against (i) Group, or (ii) Member, with regard to his position as a membership interest holder, director/manager or officer of Group, or with regard to this Agreement.

4.3. Directors/Managers and Officers of Group. Member shall elect Member as the sole director/manager of Group, and as the President, Secretary and Treasurer of Group.

4.4. Name Change. Member hereby consents to change the name of Group if requested by Company for purposes of marketing the services of Group, provided, however, that Member may reasonably withhold such consent and retain the name of the Group if legal counsel, engaged by Member at Company's expense, determines that any name change requested by the Company would violate any prohibitions or restrictions of the South Carolina Medical Practice Act, applicable regulations, any interpretations of the Acts or regulations by the State Board of Medical Examiners or other applicable law.

4.5. Notwithstanding anything to the contrary provided herein, Member shall not be required to deliver advance notice of any action if Member reasonably determines that the observation of such notice period would result in a violation of applicable law, in which case Member shall give such written notice promptly.

5. Legend on Certificates. Group shall place the following legend on the Certificate delivered to Company pursuant to Section 3.4, reciting the restrictions on transfer imposed by this Agreement on the Membership Interests:

THE MEMBERSHIP INTERESTS EVIDENCED HEREBY ARE SUBJECT TO RESTRICTIONS ON TRANSFER IMPOSED BY FEDERAL AND STATE SECURITIES LAWS. ANY ATTEMPTED SALE, TRANSFER, PLEDGE, HYPOTHECATION OR OTHER DISPOSITION OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE NOT IN COMPLIANCE WITH THESE LAWS AND REGULATIONS SHALL BE VOID AND OF NO FORCE AND EFFECT.

THE MEMBERSHIP INTERESTS REPRESENTED BY THIS CERTIFICATE MAY BE HELD ONLY BE A PERSON LICENSED TO PRACTICE MEDICINE IN THE STATE OF SOUTH CAROLINA. THE HOLDER OF THE MEMBERSHIP INTERESTS REPRESENTED BY THIS CERTIFICATE IS BOUND BY THE TERMS OF A MEMBERSHIP INTEREST CONTROL AGREEMENT WHICH INVALIDATES THE TRANSFER OF MEMBERSHIP INTERESTS REPRESENTED HEREBY OF MEMBERSHIP INTERESTS ISSUED IN EXCHANGE THEREFORE UNLESS THE

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TERMS OF THE MEMBERSHIP INTEREST CONTROL AGREEMENT ARE FULFILLED. A COPY OF THE MEMBERSHIP INTEREST CONTROL AGREEMENT IS AVAILABLE UPON REQUEST TO THE ISSUER, AND ARE AVAILABLE FOR INSPECTION DURING NORMAL BUSINESS HOURS AT THE ISSUER'S PRINCIPAL OFFICE.

Any certificates which represent Membership Interests issued to Member after the date of this Agreement shall bear the same legend.

6. Remedies. Member and Group recognize that Company will be irreparably damaged in amounts difficult to ascertain if Member or Group breaches or threatens to breach any of the terms and provisions of this Agreement which are to be observed or performed by Member or Group hereunder. Accordingly, in the event of any threatened breach or default or actual breach or default by Member or Group of the terms and provisions of this Agreement which are to be observed or performed by Member and Group hereunder, Company shall be entitled to immediate temporary injunctive and other equitable relief, without the necessity of showing actual monetary damages. Such remedies shall, however, be cumulative and not exclusive, and nothing contained herein shall be construed as prohibiting Company from pursuing any other remedies available to it at law or in equity, including, but not limited to, enforcing its rights to specific performance hereunder. Company recognizes that Member will be irreparably damaged in amounts difficult to ascertain if Company breaches or threatens to breach any of the terms and provisions of this Agreement which are to be observed or performed by Company hereunder. Accordingly, in the event of any threatened breach or default or actual breach or default by Company of the terms and provisions of this Agreement which are to be observed or performed by Company hereunder, Member shall be entitled to immediate temporary injunctive and other equitable relief, without the necessity of showing actual monetary damages. Such remedies shall, however, be cumulative and not exclusive, and nothing contained herein shall be construed as prohibiting Member from pursuing any other remedies available to it at law or in equity, including, but not limited to, enforcing its rights to specific performance hereunder.

7. Notices. All notices, requests, consents and other communications hereunder shall be in writing, shall be addressed to the receiving party's address set forth below or to such other address as a party may designate by notice hereunder, and shall be either (i) delivered by hand, (ii) transmitted by facsimile, (iii) sent by overnight courier, or (iv) sent by certified or registered mail, return receipt requested, postage prepaid.

If to Group:

Colonial Family Practice, LLC
325 Broad Street
Sumter, SC 29150
Attention Dr. Clayton Lowder

with a copy (which shall not constitute notice) to:

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If to Member:

[●]

with a copy (which shall not constitute notice) to:

Adams and Reese LLP
1501 Main Street, 5th Floor
Columbia, SC 29201
Attention: Robert P. Bethea, Jr.
Facsimile number: (803) 343-1250
Email: Rob.Bethea@arlaw.com

If to Company:

Family Care Partners Management, LLC
c/o Varsity Management Company, LLC
1875 Century Park East, #1980
Los Angeles, CA 90067
Attention: David Alpern (dave@varsityhealthcarepartners.com)

with copies (which shall not constitute notice) to:

Morgan, Lewis & Bockius LLP
1111 Pennsylvania Avenue, N.W.
Washington, DC 20004
Telephone number: (202) 739-5373
Facsimile number: (202) 739-3001
Attention: Joyce A. Cowan (jcowan@morganlewis.com)

Morgan, Lewis & Bockius LLP
101 Park Avenue
New York, NY 10178
Telephone number (212) 309-6000
Facsimile number: (212) 309-6001
Attention: Jonathan D. Morris (jmorris@morganlewis.com)

All notices, requests, consents and other communications hereunder shall be deemed to have been given either (i) if by hand, at the time of the delivery thereof to the receiving party at the address of such party set forth above, (ii) if by facsimile transmission, at the time that receipt thereof has been acknowledged by electronic confirmation or otherwise, (iii) if by overnight courier, on the next day following the day such mailing is made (or in the case that such mailing is made on Saturday, on the immediately following Monday), or (iv) if by certified or registered mail, on the 3rd day following the time of such mailing thereof to such address (or in the case that such 3rd day is a Sunday, on the immediately following Monday).

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8. Successors. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their authorized successors or assigns. The rights of any party hereunder may not be assigned without the consent of the remaining parties hereto, provided, however, that the Company may assign its rights and obligations under this Agreement: (i) to Freeport Financial Partners LLC, as agent or any successor or assign in such capacity pursuant to that certain Credit Agreement, dated as of December 22, 2015(as amended, amended and restated, supplemented or otherwise modified from time to time), by and among, Family Care Partners Management LLC and the lenders party thereto, or any future lenders or administrative agent for a group of lenders to Manager, provided that Manager remains primarily liable for the full and timely performance of all of Manager's obligations under this Agreement; and (ii) following prior written notice to Member, to any successor to the business of the Company related to Group, without the prior consent of the other parties hereto, provided that the assignee or transferee is the successor to all or substantially all of the business or assets of the Company related to Group and such assignee or transferee expressly assumes all the obligations, duties, and liabilities of the Company set forth in this Agreement.

9. Third Party Beneficiary. A Designated Transferee, if and when he or she becomes a Designated Transferee, is an intended beneficiary of this Agreement and shall have standing to enforce the provisions of this Agreement, but the parties do not intend this Agreement to create any other third party beneficiaries.

10. Governing Law; Venue. Except as expressly provided for herein, this Agreement, the rights and obligations hereunder, and any claims or disputes relating thereto, shall be governed by and construed in accordance with the laws of the State of Delaware. The parties hereby submit to the exclusive jurisdiction and venue of the federal and state courts located in Delaware for the purposes of any action between the parties arising out of this Agreement.

11. Entire Agreement. All understandings and agreements heretofore had between the parties hereto with respect to the transactions contemplated hereby are merged into this Agreement, and this Agreement and all other documents specifically referenced herein reflect all the understandings of the parties with respect to such transactions.

12. Captions. The section titles or captions in this Agreement are for convenience of reference only. They shall not be considered to be a part of this Agreement, and they in no way define, limit, extend or describe the scope or intent of any provision hereof.

13. Modification. This Agreement cannot be modified, extended or amended except by written agreement signed by all of the parties hereto.

14. Arbitration. Any claim, controversy, dispute or disagreement between the parties arising out of or relating to this Agreement shall be resolved in accordance with Section 11.16 of the Management Services Agreement.

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15. Further Assurances. Each party shall perform such acts, execute such further instruments, documents or certificates, and provide such cooperation in proceedings and actions as may be reasonably requested by the other parties in order to carry out the intent and purposes of this Agreement. Except as otherwise provided in this Agreement, the actions, executions, deliveries and cooperation of each party under this Section shall be without further consideration and at such party's expense.

16. Confidentiality. The existence and the terms and conditions of this Agreement are confidential and shall not be disclosed to any third party by any party to this Agreement without the prior written consent of all other parties to this Agreement, provided, however, each party may disclose the existence and the terms and conditions of this Agreement as required by law after notice of the same to the non-disclosing party or to appropriate employees, independent contractors, and agents who are bound by separate ethical or contractual obligations of confidentiality to the disclosing party.

17. Severability. If any provision of this Agreement shall be held to be illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall attach only to such provision and shall not in any manner affect or render illegal, invalid or unenforceable any other provision of this Agreement, and this Agreement shall be carried out as if any such illegal, invalid or unenforceable provision were not contained herein.

18. Counterparts. This Agreement may be executed in two or more counterparts and each counterpart, whether original executions or facsimile executions or a combination, when so executed and delivered shall constitute a complete and original instrument, and it shall not be necessary when making proof of this Agreement or any counterpart thereto to produce or account for any other counterparts.

19. Advice of Counsel. Member acknowledges that he has been advised to seek independent legal counsel for advice regarding the effect of the terms and provisions hereof, and has either obtained such advice of independent legal counsel, or has voluntarily and without compulsion elected to enter into and be bound by the terms of this Agreement without such advice of independent legal counsel.

[Remainder of the page intentionally left blank – signature page follows]

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

COLONIAL FAMILY PRACTICE, LLC

By: _____
Name:
Title:

FAMILY CARE PARTNERS MANAGEMENT, LLC

By: _____
Name:
Title:

[MEMBER]

_____

[Signature Page to Membership Interest Control Agreement]

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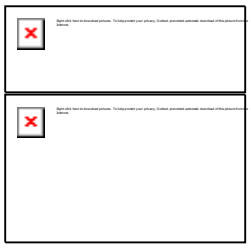
Lyndey R. Z. Bryant

From: Ashley Shirley <noreply@insideicloud.icloud.com>
Sent: Saturday, February 06, 2016 12:24 PM
To: Thomas Watson
Subject: Ashley Shirley invited you to “Meeting With Lowder & Baker”.
Attachments: iCal-20160206-092356.ics



Ashley Shirley invited you to “Meeting With Lowder & Baker”.

when Wednesday, February 24, 2016, 12:15 PM EST - 1:00 PM EST

invitees You

Accept Decline Maybe

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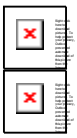

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Lyndey R. Z. Bryant

From: Thomas Watson
Sent: Monday, February 08, 2016 1:34 PM
To: Ashley Shirley
Subject: Accepted: Lowder/Baker meeting

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Lyndey R. Z. Bryant

From: Thomas Watson
Sent: Sunday, February 14, 2016 9:52 PM
To: Gary Katz
Subject: Bullets

Gary, here are the bullets related to your board role - where I suggested to Dave you could add a lot of value, in addition to more general business input:

· Clinical evaluation of practice standards (clinical pathways); in future meetings this topic could just be a quick affirmation for the records, with all members seconding the motion to approve the update

· Advice on current clinical protocol trends and new treatment methods – this could include guest speakers Gary recommends

· Independent review of compliance with established internal standard (first bullet above), which would be accomplished through routine review of CMO submitted materials; review would also encompass compliance with regs (again, based on group discussion of CMO presentation, such as E&M code weight chart, Rx script volume norms, and ancillary tests ordered relative to the initial visit condition, etc.) NOTE: I think we actually ask Gary to provide the required list of things he'd expect as the board member with oversight of Clay and the broader provider group. My assumption is he'd come up with a set of standard EMR reports which highlight variance against norms, and outliers beyond the range of acceptability.

Gary, we see your role as being in an oversight capacity relative to the CMO, and clinical matters. This would be similar to a board member who perhaps was with a big audit firm joining the board to oversee the CFO and audit committee matters.

Let me know your thoughts. I'm very open to additional ideas, including contrary thoughts.

Thanks.

Tom

Sent from Thomas Watson's iPhone

Sent from Thomas Watson's iPhone

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Lyndey R. Z. Bryant

From: Clay Lowder <claylowder@yahoo.com>
Sent: Wednesday, February 24, 2016 10:37 AM
To: Thomas Watson
Cc: jablon@varistyhelathcarepartners.com; Paul Miller; dave@varsityhealthcarepartners.com
Subject: Re: Updated Acq Pipeline

Ok
Met with Morris Brown from lake city last night. Says he makes 600k. Hospital closed in kingstree. Huge opportunity. Great guy but not sure if he got it.

Our pain guy Spellman is leaving. That hurts.
Need to make sure we meet with Baker our neurologist and keep him happy. He brings in over a mill. He's a little upset Varsity hasn't talked with him. How quick could we get him to buy in?

Clay

On Feb 24, 2016, at 9:08 AM, Thomas Watson <thomas.watson@colonialfamilypractice.com> wrote:

> There are still a few things to add, believe it or not … they just keep coming. **Orange shaded boxes** are the hottest ones.
>
> Fantastic meeting with Dr. Riley last night (excellent lead Clay!). I am running off now to go take the Manning discussion to the next level. I'll fill you all in live later on the full list, and answer any questions.
>
> Great stuff!
>
> TW
>
> <Acq Pipeline 2-24-16 Update.xlsx>

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Version: 2016.0.7442 / Virus Database: 4537/11688 - Release Date: 02/24/16

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Lyndey R. Z. Bryant

From: dave@varsityhealthcarepartners.com
Sent: Wednesday, February 24, 2016 10:50 AM
To: Clay Lowder
Cc: Thomas Watson; jablon@varistyhelathcarepartners.com; Paul Miller
Subject: Re: Updated Acq Pipeline

We've never met the neurologist (not someone who was available to us during the transaction), but happy to meet with anyone in the practice. Clarify for me his frustration; was he promised equity at some point (and therefore expected to meet with us on this score; confusing to hear he's frustrated)? I just want to make sure I am not stepping into drama that pre dates me (and it's ok if I am but just want the context).

Remember, not to sound like broken record, but equity is reserved for our key players who are both productive in dollar collections and "influencers"; we don't want to hand it out to everyone who barks (bc everyone will bark).

Where did pain guy go? I don't remember how big a piece of business he is.

Varsity Healthcare Partners
1875 Century Park East, #1980
Los Angeles, CA 90067
T: 310 564 2683
M: 310 405 3344

On Feb 24, 2016, at 7:36 AM, Clay Lowder <claylowder@yahoo.com> wrote:

> Ok
> Met with Morris Brown from lake city last night. Says he makes 600k. Hospital closed in kingstree. Huge opportunity. Great guy but not sure if he got it.
>
> Our pain guy Spellman is leaving. That hurts.
> Need to make sure we meet with Baker our neurologist and keep him happy. He brings in over a mill.
> He's a little upset Varsity hasn't talked with him. How quick could we get him to buy in?
>
> Clay
>
> On Feb 24, 2016, at 9:08 AM, Thomas Watson <thomas.watson@colonialfamilypractice.com> wrote:
>
> > There are still a few things to add, believe it or not … they just keep coming. **Orange shaded boxes** are the hottest ones.
> >
> > Fantastic meeting with Dr. Riley last night (excellent lead Clay!). I am running off now to go take the Manning discussion to the next level. I'll fill you all in live later on the full list, and answer any questions.
> >
> > Great stuff!
> >
> > TW

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<Acq Pipeline 2-24-16 Update.xlsx>

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Version: 2016.0.7442 / Virus Database: 4537/11688 - Release Date: 02/24/16

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Lyndey R. Z. Bryant

From: David Alpern <dave@varsityhealthcarepartners.com>
Sent: Wednesday, February 24, 2016 4:15 PM
To: clay lowder
Subject: Re: Updated Acq Pipeline
Attachments: PastedGraphic-1-2 copy.tiff

Thanks for heads up; just be mindful that this is first I've heard of this, so its on you, my friend, to surface MDs to Varsity [we only have access to the folks you've made available to us at this point].

It's an entirely different point that he was on a path to buy into the practice, as that's something that predates us but we can solve. I will need your help to ensure that frustration is not aimed at us or Tom, as I have seen this movie before. We can get in front of him quickly [Tom will tonight, and I will just ask you to tee me up for a call with him also], but need your help in situations like this, where there's history I don't have and wasn't part of.

David A. Alpern
1875 Century Park East, Suite #1980
Los Angeles, CA 90067
Mobile: 310-405-3344
Office: 310-564-2683

VARSITY
HEALTHCARE PARTNERS

On Feb 24, 2016, at 1:10 PM, clay lowder <claylowder@yahoo.com> wrote:

Our pain guy isnt a huge loss financially but he was bringing in 700k per year.
He decided to take a job in Savannah where his wife has a new job as on oncologist.
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Baker the Neurologist is a major player. Brings in 1.2mm or greater each year.
Loads the MRI and all ancillaries. Great guy.
He wasnt promised anything. He just wanted to meet as did Spellman. It can be with Tom and in fact hes coming tonight. Maybe you could call him one day soon. Great guy
Hes frustrated that no one has talked to him two mos in.
Cant lose him. He was on a path to buy in to us so I think we should offer him. Just wanted to let you know I think hes a priority.
No one else should bark or even ask.

From: "dave@varsityhealthcarepartners.com" <dave@varsityhealthcarepartners.com>
To: Clay Lowder <claylowder@yahoo.com>

CONFIDENTIAL

Cc: Thomas Watson <thomas.watson@colonialfamilypractice.com>; "jablon@varistyhelathcarepartners.com" <jablon@varistyhelathcarepartners.com>; Paul Miller <paul.miller@colonialfamilypractice.com>
Sent: Wednesday, February 24, 2016 10:49 AM
Subject: Re: Updated Acq Pipeline

We've never met the neurologist (not someone who was available to us during the transaction), but happy to meet with anyone in the practice. Clarify for me his frustration; was he promised equity at some point (and therefore expected to meet with us on this score; confusing to hear he's frustrated)? I just want to make sure I am not stepping into drama that pre dates me (and it's ok if I am but just want the context).

Remember, not to sound like broken record, but equity is reserved for our key players who are both productive in dollar collections and "influencers"; we don't want to hand it out to everyone who barks (bc everyone will bark).

Where did pain guy go? I don't remember how big a piece of business he is.

Varsity Healthcare Partners
1875 Century Park East, #1980
Los Angeles, CA 90067
T: 310 564 2683
M: 310 405 3344

On Feb 24, 2016, at 7:36 AM, Clay Lowder <claylowder@yahoo.com> wrote:

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Met with Morris Brown from lake city last night. Says he makes 600k. Hospital closed in kingstree. Huge opportunity. Great guy but not sure if he got it.

Our pain guy Spellman is leaving. That hurts.
Need to make sure we meet with Baker our neurologist and keep him happy. He brings in over a mill. He's a little upset Varsity hasn't talked with him. How quick could we get him to buy in?

Clay

On Feb 24, 2016, at 9:08 AM, Thomas Watson <thomas.watson@colonialfamilypractice.com> wrote:

There are still a few things to add, believe it or not … they just keep coming. **Orange shaded boxes** are the hottest ones.

Fantastic meeting with Dr. Riley last night (excellent lead Clay!). I am running off now to go take the Manning discussion to the next level. I'll fill you all in live later on the full list, and answer any questions.

Great stuff!

TW

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<Acq Pipeline 2-24-16 Update.xlsx>

CONFIDENTIAL

Lyndey R. Z. Bryant

From: Thomas Watson
Sent: Thursday, February 25, 2016 6:16 PM
To: Lauren Thompson
Subject: Fwd: 4700 Forest Drive and 385 Wesmark Construction Info
Attachments: image001.png; ATT00001.htm; image002.png; ATT00002.htm; image003.png; ATT00003.htm; image004.png; ATT00004.htm; Copy of Copy of Construction Draws (2) (2)1 (Autosaved) (3).xls; ATT00005.htm

This is good. Would seem we have enough clarity now with Spellman bowing out, and Baker wanting to go to Columbia 4700 Forest Dr part time. I'd love you to help me lock down the final buildout plans with Clay in the next week or so.

Sent from Thomas Watson's iPhone

Begin forwarded message:

> **From:** Melissa Cannon <melissa.cannon@colonialfamilypractice.com>
> **Date:** February 25, 2016 at 3:20:00 PM EST
> **To:** Paul Miller <paul.miller@colonialfamilypractice.com>, David Wood <david.wood@colonialfamilypractice.com>, Thomas Watson <thomas.watson@colonialfamilypractice.com>
> **Subject: 4700 Forest Drive and 385 Wesmark Construction Info**
>
> I'm just sending this in case this is needed in the future.
>
> This is a breakdown of when construction started at both 4700 Forest Drive, Columbia and 385 W Wesmark, Sumter.
>
> Thank you

Melissa Cannon
Controller
Colonial Family Practice
Ofc: 803-773-5227, ext. 4001
Fax: 803-905-1313

melissa.cannon@colonialfamilypractice.com
www.ColonialFamilyPractice.com

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Lyndey R. Z. Bryant

From: Thomas Watson
Sent: Thursday, February 25, 2016 11:58 AM
To: David Alpern; clay lowder
Cc: Mike Jablon; Paul Miller
Subject: Re: Updated Acq Pipeline
Attachments: PastedGraphic-1-2 copy.tiff

Really good discussion with Baker last night (Clay and I tag-teamed).

Santee (Manning) will probably be the first deal where I introduce you in-person to folks, or maybe Dillon, ... when you come to town I told Dr. Baker I'd bring you over to see him.

In the meantime I have asked Mike to evaluate his billings and confirm making him an offer to buy into the practice/equity is justified (based on billings and profit of the LOB). Clay, it did sound like there may be excess staff at his site we should deal with soon (from his comments). Paul will have by site and by LOB financials in the weeks / months ahead - it is just a matter of building out QuickBooks.

Tom

Sent from Thomas Watson's iPhone

On Feb 25, 2016, at 10:51 AM, David Alpern <dave@varsityhealthcarepartners.com> wrote:

> Thanks for heads up; just be mindful that this is first I've heard of this, so its on you, my friend, to surface MDs to Varsity [we only have access to the folks you've made available to us at this point].
>
> It's an entirely different point that he was on a path to buy into the practice, as that's something that predates us but we can solve. I will need your help to ensure that frustration is not aimed at us or Tom, as I have seen this movie before. We can get in front of him quickly [Tom will tonight, and I will just ask you to tee me up for a call with him also], but need your help in situations like this, where there's history I don't have and wasn't part of.

David A. Alpern
1875 Century Park East, Suite #1980
Los Angeles, CA 90067
Mobile: 310-405-3344
Office: 310-564-2683

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Cc: Thomas Watson <thomas.watson@colonialfamilypractice.com>; "jablon@varistyhelathcarepartners.com" <jablon@varistyhelathcarepartners.com>; Paul Miller <paul.miller@colonialfamilypractice.com>
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Great stuff!

TW

<Acq Pipeline 2-24-16 Update.xlsx>

CONFIDENTIAL

Lyndey R. Z. Bryant

From: Clay Lowder <claylowder@yahoo.com>
Sent: Sunday, March 20, 2016 9:07 AM
To: Thomas Watson
Cc: Renee Anderson; Lauren Thompson
Subject: Re: Recruitment update 03.18.16

Great
Yes Dr Baker needs a partner. Also he would likely transition to Columbia once one is established here.
I would say all the residencies in sc.
I may can go to aafp
Haven't been in years
Where is it?
We have a subscrition to practice link. Would you take it over?

Thanks

Clay

On Mar 18, 2016, at 9:01 PM, Thomas Watson <thomas.watson@colonialfamilypractice.com> wrote:

> Renee, thanks for running me through most of this when I called to check in yesterday.
>
> Love your progress in just a couple of weeks, and your plans. I'm sure Clay and Lauren also appreciate the succinct run-down.
>
> TW
>
> Sent from Thomas Watson's iPhone
>
> On Mar 18, 2016, at 9:33 AM, Renee Anderson <renee.anderson@colonialfamilypractice.com> wrote:
>
> > Good morning. I wanted to recap my efforts/progress during my first 2 weeks. Dr. Lowder, most of my questions are for you.
> >
> > I've posted the Neurology opportunity on the American Academy of Neurology (AAN). This allowed me to search their database for candidates. I'm advertising it as an opportunity to join another practitioner. I just wanted to check with you to ensure your plans are for the new MD to join Dr. Baker in Sumter. We've not really talked about specifics other than you need another Neurologist. I want to make sure I'm giving the right information as I talk with folks. Please advise.
> >
> > I've sourced providers via other websites and have sent introductory emails out to the following (some of these came from the AAN):
> >
> > - 21 PAs
> > - 4 Pain Management Physicians
> > - 9 Neurologists

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I've contacted Residency Programs in South Carolina and North Carolina to find out their process for companies to speak with their residents. As I presumed, most of the third years have already made decisions. There were a few programs that listed their residents online with their email addresses. I have sent emails out to those folks in the hope they might consider us. So far, I don't have any responses. I feel we should focus on the second year folks. I need to know when you would want to start that process. You mentioned during my interview you wanted to go to residency programs to speak. Do you have specific ones in mind you want to attend?

I've reached out to the alumni groups for those schools the CFP doc's attended. I am working on getting postings on their sites.

I'm completing the application for the National AAFP Conference. This will take place in Kansas City, MO July 28-30th. Are you or any other CFP docs planning to attend? It would be great to have you/them in the booth some of the time.

As I plan for the National AAFP Conference and other events, I called a vendor I've worked with through my previous job, Black Sheep Productions. I met with their representative yesterday to review some products to have for giveaways. I'm working on a list of items Lauren and I feel will be good for CFP. I'm sending that list to them today so he can work on the best pricing for us. We do get free shipping on our first order, which is always good. He brought a gift bag for you. The owners of the company are very "enthusiastic" Clemson supporters and know you attended. Suffice to say you have several orange pens in your bag as well as a few other things. I will get that to you soon.

A few other things I've done to prepare for candidates and onsite visits:

- Stopped by the Chamber of Commerce and picked up information.
- Found a car service to use, if needed, to pick up candidates and transport to Sumter from Columbia, Charlotte, or Charleston.
- Working with a local vendor for a CFP welcome basket for onsite visits.
- Working with Lauren on a checklist for new hires to ensure a smooth onboarding process.
- I've reached out to Dr. Aldrich who told me at the Employee Appreciation event he had a physician he wanted me to review. I didn't see an email for him in the CFP directory, so I sent an email to Lil asking for her assistance.

Please let me know if you have any questions or if you want me to do something additional. I will look forward to hearing back from you. Thanks!

Renee L. Anderson
Director, Physician Recruitment
Colonial Healthcare

CONFIDENTIAL

Lyndey R. Z. Bryant

From: Renee Anderson
Sent: Sunday, March 20, 2016 9:40 AM
To: Clay Lowder; Thomas Watson
Cc: Lauren Thompson
Subject: RE: Recruitment update 03.18.16

AAFP is in Kansas City, MO.
Is there a password for the PracticeLink account?
Do you want to go ahead and schedule times for residencies or do you want to wait until after the summer?

Thanks!

From: Clay Lowder [mailto:claylowder@yahoo.com]
Sent: Sunday, March 20, 2016 9:07 AM
To: Thomas Watson <thomas.watson@colonialfamilypractice.com>
Cc: Renee Anderson <renee.anderson@colonialfamilypractice.com>; Lauren Thompson <lauren.thompson@colonialfamilypractice.com>
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Renee L. Anderson
Director, Physician Recruitment
Colonial Healthcare

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Lyndey R. Z. Bryant

From: Lauren Thompson
Sent: Friday, March 25, 2016 9:15 AM
To: David Wood; Thomas Watson
Subject: January and February baker Reports
Attachments: Baker reports - 02.2016.xls; Baker Reprot 01.2016.xls

Lauren Thompson
Practice Administrator
Colonial Healthcare
325 Broad Street
Sumter, SC 29150

This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error please notify the system manager. This message contains confidential information and is intended only for the individual named. If you are not the named addressee you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. If you are not the intended recipient you are notified that disclosing, copying, distributing or taking any action in reliance on the contents of this information is strictly prohibited

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Insurance Company Revenue by Procedure

Date: 3/25/2016
Time: 8:49:15 AM

Procedure Code	Rendering	Referring	Primary	Net Applied	Service	Modifiers	Patient ID	DOS
95886	Baker, John K. MI	Aldrich, William C	AARP	($26.00)	Colonial Neurolog		99376	12/21/2015
95911	Baker, John K. MI	Aldrich, William C	AARP	($33.45)	Colonial Neurolog		99376	12/21/2015
95912	Baker, John K. MI	Aldrich, William C	BCBS Of SC	($189.64)	Colonial Neurolog		124467	1/5/2016
95886	Baker, John K. MI	Aldrich, William C	Cigna	($0.55)	Colonial Neurolog		101916	12/10/2015
95911	Baker, John K. MI	Aldrich, William C	Cigna	($0.71)	Colonial Neurolog		101916	12/10/2015
95909	Baker, John K. MI	Aldrich, William C	Medicaid	($70.43)	Colonial Neurolog		101869	1/6/2016
95886	Baker, John K. MI	Aldrich, William C	Medicare	($135.89)	Colonial Neurolog		101916	12/10/2015
95886	Baker, John K. MI	Aldrich, William C	Medicare	($135.89)	Colonial Neurolog		99376	12/21/2015
95911	Baker, John K. MI	Aldrich, William C	Medicare	($174.85)	Colonial Neurolog		99376	12/21/2015
95911	Baker, John K. MI	Aldrich, William C	Medicare	($174.85)	Colonial Neurolog		101916	12/10/2015
95912	Baker, John K. MI	Aldrich, William C	No Insurance Co	($20.00)	Colonial Neurolog		101971	11/3/2015
95819	Baker, John K. MI	Baker, John K. M	AARP	($76.14)	Colonial Neurolog		141728	12/22/2015
95819	Baker, John K. MI	Baker, John K. M	AARP	($76.14)	Colonial Neurolog		15375	12/9/2015
95886	Baker, John K. MI	Baker, John K. M	AARP	($34.66)	Colonial Neurolog		15375	12/10/2015
95886	Baker, John K. MI	Baker, John K. M	AARP	($34.66)	Colonial Neurolog		143222	11/12/2015
95886	Baker, John K. MI	Baker, John K. M	AARP	($34.66)	Colonial Neurolog		143687	12/9/2015
95911	Baker, John K. MI	Baker, John K. M	AARP	($44.60)	Colonial Neurolog		143687	12/9/2015
95911	Baker, John K. MI	Baker, John K. M	AARP	($44.60)	Colonial Neurolog		143222	11/12/2015
95911	Baker, John K. MI	Baker, John K. M	AARP	($44.60)	Colonial Neurolog		15375	12/10/2015
95819	Baker, John K. MI	Baker, John K. M	Aetna	($436.63)	Colonial Neurolog		14270	12/10/2015
95886	Baker, John K. MI	Baker, John K. M	Aetna	($0.55)	Colonial Neurolog		142913	12/8/2015
95886	Baker, John K. MI	Baker, John K. M	Aetna	($157.56)	Colonial Neurolog		94996	12/10/2015
95911	Baker, John K. MI	Baker, John K. M	Aetna	($0.71)	Colonial Neurolog		142913	12/8/2015
95911	Baker, John K. MI	Baker, John K. M	Aetna	($208.33)	Colonial Neurolog		94996	12/10/2015
95886	Baker, John K. MI	Baker, John K. M	BCBS Federal	($101.00)	Colonial Neurolog		102507	12/9/2015
95911	Baker, John K. MI	Baker, John K. M	BCBS Federal	($131.00)	Colonial Neurolog		102507	12/9/2015
95816	Baker, John K. MI	Baker, John K. M	BCBS Of SC	($74.00)	Colonial Neurolog		142779	1/4/2016
95819	Baker, John K. MI	Baker, John K. M	BCBS Of SC	($66.00)	Colonial Neurolog		142562	12/29/2015
95819	Baker, John K. MI	Baker, John K. M	BCBS Of SC	($108.80)	Colonial Neurolog		38703	12/29/2015
95819	Baker, John K. MI	Baker, John K. M	BCBS Of SC	($136.00)	Colonial Neurolog		144454	12/21/2015
95819	Baker, John K. MI	Baker, John K. M	BCBS Of SC	($76.14)	Colonial Neurolog	59	133029	10/22/2015
95886	Baker, John K. MI	Baker, John K. M	BCBS Of SC	($164.16)	Colonial Neurolog		63229	1/6/2016
95909	Baker, John K. MI	Baker, John K. M	BCBS Of SC	($108.00)	Colonial Neurolog		130097	1/5/2016
95912	Baker, John K. MI	Baker, John K. M	BCBS Of SC	($235.75)	Colonial Neurolog		63229	1/6/2016

95921	Baker, John K. MI	Baker, John K. M	BCBS Of SC	($16.70)	Colonial Neurolog	59	64967	12/22/2015
95819	Baker, John K. MI	Baker, John K. M	BCBS State	($10.80)	Colonial Neurolog		141860	1/4/2016
95886	Baker, John K. MI	Baker, John K. M	BCBS State	($74.59)	Colonial Neurolog		134934	12/10/2015
95886	Baker, John K. MI	Baker, John K. M	BCBS State	($94.72)	Colonial Neurolog		141860	1/7/2016
95886	Baker, John K. MI	Baker, John K. M	BCBS State	($158.78)	Colonial Neurolog		142790	12/8/2015
95910	Baker, John K. MI	Baker, John K. M	BCBS State	($206.31)	Colonial Neurolog		134934	12/10/2015
95911	Baker, John K. MI	Baker, John K. M	BCBS State	($250.00)	Colonial Neurolog		142790	12/8/2015
95911	Baker, John K. MI	Baker, John K. M	BCBS State	($281.25)	Colonial Neurolog		141860	1/7/2016
95951	Baker, John K. MI	Baker, John K. M	BCBS State	($269.25)	Colonial Neurolog	26	140127	11/9/2015
95951	Baker, John K. MI	Baker, John K. M	BCBS State	($259.65)	Colonial Neurolog	2,676	140127	11/8/2015
95951	Baker, John K. MI	Baker, John K. M	BCBS State	($259.66)	Colonial Neurolog	2,676	140127	11/7/2015
95819	Baker, John K. MI	Baker, John K. M	Bluechoice	($103.68)	Colonial Neurolog		67774	1/4/2016
95819	Baker, John K. MI	Baker, John K. M	Bluechoice	($113.68)	Colonial Neurolog		98033	12/21/2015
95816	Baker, John K. MI	Baker, John K. M	Care Improveme	($262.04)	Colonial Neurolog		127414	12/31/2015
95816	Baker, John K. MI	Baker, John K. M	Care Improveme	($55.35)	KershawHealth M	26	138208	12/17/2015
95886	Baker, John K. MI	Baker, John K. M	Care Improveme	($67.94)	Colonial Neurolog		50029	12/10/2015
95912	Baker, John K. MI	Baker, John K. M	Care Improveme	($195.44)	Colonial Neurolog		50029	12/10/2015
95816	Baker, John K. MI	Baker, John K. M	Cigna	($211.71)	Colonial Neurolog		33239	1/13/2016
95886	Baker, John K. MI	Baker, John K. M	Cigna	($199.76)	Colonial Neurolog		141731	11/10/2015
95912	Baker, John K. MI	Baker, John K. M	Cigna	($297.94)	Colonial Neurolog		141731	11/10/2015
95819	Baker, John K. MI	Baker, John K. M	Consumers Choi	($418.77)	Colonial Neurolog		133976	12/1/2015
95951	Baker, John K. MI	Baker, John K. M	Consumers Choi	($351.03)	Colonial Neurolog	26	132844	10/1/2015
95951	Baker, John K. MI	Baker, John K. M	Consumers Choi	($702.06)	Colonial Neurolog	2,676	132844	10/1/2015
95812	Baker, John K. MI	Baker, John K. M	Coventry Health	($198.68)	Colonial Neurolog		41294	12/22/2015
95885	Baker, John K. MI	Baker, John K. M	Humana Gold Ch	($103.42)	Colonial Neurolog		143936	12/22/2015
95911	Baker, John K. MI	Baker, John K. M	Humana Gold Ch	($223.02)	Colonial Neurolog		143936	12/22/2015
95951	Baker, John K. MI	Baker, John K. M	Medicaid	($222.48)	Colonial Neurolog	26	64405	11/6/2015
95951	Baker, John K. MI	Baker, John K. M	Medicaid	($222.48)	Colonial Neurolog	2,676	64405	11/7/2015
95951	Baker, John K. MI	Baker, John K. M	Medicaid	($222.48)	Colonial Neurolog	2,676	64405	11/8/2015
95816	Baker, John K. MI	Baker, John K. M	Medicare	($134.17)	Colonial Neurolog		23600	1/13/2016
95816	Baker, John K. MI	Baker, John K. M	Medicare	($44.28)	KershawHealth M	26	144057	11/25/2015
95816	Baker, John K. MI	Baker, John K. M	Medicare	($44.28)	KershawHealth M	26	144365	12/3/2015
95816	Baker, John K. MI	Baker, John K. M	Medicare	($44.28)	KershawHealth M	26	144878	12/3/2015
95819	Baker, John K. MI	Baker, John K. M	Medicare	($171.75)	Colonial Neurolog		64967	1/6/2016
95819	Baker, John K. MI	Baker, John K. M	Medicare	($280.33)	Colonial Neurolog		26169	1/13/2016
95819	Baker, John K. MI	Baker, John K. M	Medicare	($295.32)	Colonial Neurolog		85837	1/7/2016
95819	Baker, John K. MI	Baker, John K. M	Medicare	($298.47)	Colonial Neurolog		2702	12/28/2015
95819	Baker, John K. MI	Baker, John K. M	Medicare	($298.47)	Colonial Neurolog		141728	12/22/2015

95819	Baker, John K. MI	Baker, John K. M	Medicare	($298.47)	Colonial Neurolog		103021	12/28/2015
95819	Baker, John K. MI	Baker, John K. M	Medicare	($301.90)	Colonial Neurolog		27292	1/7/2016
95819	Baker, John K. MI	Baker, John K. M	Medicare	($301.90)	Colonial Neurolog	59	4183	1/6/2016
95886	Baker, John K. MI	Baker, John K. M	Medicare	($5.75)	Colonial Neurolog		14845	1/4/2016
95886	Baker, John K. MI	Baker, John K. M	Medicare	($5.75)	Colonial Neurolog		101495	1/5/2016
95886	Baker, John K. MI	Baker, John K. M	Medicare	($5.75)	Colonial Neurolog		128821	1/5/2016
95886	Baker, John K. MI	Baker, John K. M	Medicare	($5.75)	Colonial Neurolog		139763	1/4/2016
95886	Baker, John K. MI	Baker, John K. M	Medicare	($67.94)	Colonial Neurolog		143653	12/9/2015
95886	Baker, John K. MI	Baker, John K. M	Medicare	($135.89)	Colonial Neurolog		143302	12/23/2015
95886	Baker, John K. MI	Baker, John K. M	Medicare	($135.89)	Colonial Neurolog		143687	12/9/2015
95886	Baker, John K. MI	Baker, John K. M	Medicare	($135.89)	Colonial Neurolog		143769	12/9/2015
95886	Baker, John K. MI	Baker, John K. M	Medicare	($135.89)	Colonial Neurolog		143769	12/10/2015
95886	Baker, John K. MI	Baker, John K. M	Medicare	($135.89)	Colonial Neurolog		142913	12/8/2015
95886	Baker, John K. MI	Baker, John K. M	Medicare	($135.89)	Colonial Neurolog		144233	12/21/2015
95886	Baker, John K. MI	Baker, John K. M	Medicare	($135.89)	Colonial Neurolog		15375	12/10/2015
95911	Baker, John K. MI	Baker, John K. M	Medicare	($173.65)	Colonial Neurolog		14845	1/4/2016
95911	Baker, John K. MI	Baker, John K. M	Medicare	($173.65)	Colonial Neurolog		139763	1/4/2016
95911	Baker, John K. MI	Baker, John K. M	Medicare	($173.65)	Colonial Neurolog		128821	1/5/2016
95911	Baker, John K. MI	Baker, John K. M	Medicare	($173.65)	Colonial Neurolog		101495	1/5/2016
95911	Baker, John K. MI	Baker, John K. M	Medicare	($174.85)	Colonial Neurolog		144233	12/21/2015
95911	Baker, John K. MI	Baker, John K. M	Medicare	($174.85)	Colonial Neurolog		143769	12/10/2015
95911	Baker, John K. MI	Baker, John K. M	Medicare	($174.85)	Colonial Neurolog		142913	12/8/2015
95911	Baker, John K. MI	Baker, John K. M	Medicare	($174.85)	Colonial Neurolog		143769	12/9/2015
95911	Baker, John K. MI	Baker, John K. M	Medicare	($174.85)	Colonial Neurolog		143302	12/23/2015
95911	Baker, John K. MI	Baker, John K. M	Medicare	($174.85)	Colonial Neurolog		143653	12/9/2015
95911	Baker, John K. MI	Baker, John K. M	Medicare	($174.85)	Colonial Neurolog		143687	12/9/2015
95911	Baker, John K. MI	Baker, John K. M	Medicare	($174.85)	Colonial Neurolog		15375	12/10/2015
95921	Baker, John K. MI	Baker, John K. M	Medicare	($65.47)	Colonial Neurolog		2702	12/28/2015
95921	Baker, John K. MI	Baker, John K. M	Medicare	($57.84)	Colonial Neurolog	59	142209	1/6/2016
95921	Baker, John K. MI	Baker, John K. M	Medicare	($64.42)	Colonial Neurolog	59	27292	1/4/2016
95921	Baker, John K. MI	Baker, John K. M	Medicare	($64.42)	Colonial Neurolog	59	75900	1/6/2016
95921	Baker, John K. MI	Baker, John K. M	Medicare	($65.47)	Colonial Neurolog	59	64967	12/22/2015
95951	Baker, John K. MI	Baker, John K. M	Medicare	($250.19)	Colonial Neurolog	26	38077	11/10/2015
95951	Baker, John K. MI	Baker, John K. M	Medicare	($250.19)	Colonial Neurolog	26	38077	11/11/2015
95951	Baker, John K. MI	Baker, John K. M	Medicare	($250.19)	Colonial Neurolog	26	38077	11/12/2015
95951	Baker, John K. MI	Baker, John K. M	Medicare	($250.19)	Colonial Neurolog	26	40608	10/23/2015
95951	Baker, John K. MI	Baker, John K. M	Medicare	($250.19)	Colonial Neurolog	26	92567	11/3/2015
95951	Baker, John K. MI	Baker, John K. M	Medicare	($250.19)	Colonial Neurolog	26	92567	11/4/2015

95951	Baker, John K. MI	Baker, John K. M	Medicare	($250.19)	Colonial Neurolog	26	92567	11/2/2015
95951	Baker, John K. MI	Baker, John K. M	Medicare	($250.19)	Colonial Neurolog	26	40608	10/25/2015
95951	Baker, John K. MI	Baker, John K. M	Medicare	($250.19)	Colonial Neurolog	26	40608	10/24/2015
95921	Baker, John K. MI	Baker, John K. M	MS Equitable Life	($16.70)	Colonial Neurolog	59	142553	11/2/2015
95886	Baker, John K. MI	Baker, John K. M	MS Mutual of Om	($34.66)	Colonial Neurolog		41939	7/23/2015
95911	Baker, John K. MI	Baker, John K. M	MS Mutual of Om	($44.60)	Colonial Neurolog		41939	7/23/2015
95812	Baker, John K. MI	Baker, John K. M	No Insurance Co	($30.00)	Colonial Neurolog		138263	10/13/2015
95812	Baker, John K. MI	Baker, John K. M	No Insurance Co	($39.00)	Colonial Neurolog		144582	12/17/2015
95816	Baker, John K. MI	Baker, John K. M	No Insurance Co	($2.60)	Colonial Neurolog		31023	11/11/2015
95816	Baker, John K. MI	Baker, John K. M	No Insurance Co	($20.00)	Colonial Neurolog		38167	6/23/2015
95816	Baker, John K. MI	Baker, John K. M	No Insurance Co	($31.64)	Colonial Neurolog		140592	11/11/2015
95816	Baker, John K. MI	Baker, John K. M	No Insurance Co	($500.00)	KershawHealth M	26	144201	12/1/2015
95819	Baker, John K. MI	Baker, John K. M	No Insurance Co	$5.00	Colonial Neurolog		133976	12/1/2015
95819	Baker, John K. MI	Baker, John K. M	No Insurance Co	($5.00)	Colonial Neurolog		134315	4/29/2015
95819	Baker, John K. MI	Baker, John K. M	No Insurance Co	($12.00)	Colonial Neurolog		143699	12/28/2015
95819	Baker, John K. MI	Baker, John K. M	No Insurance Co	($20.00)	Colonial Neurolog		98033	12/21/2015
95819	Baker, John K. MI	Baker, John K. M	No Insurance Co	($50.00)	Colonial Neurolog		67774	1/4/2016
95819	Baker, John K. MI	Baker, John K. M	No Insurance Co	($50.00)	Colonial Neurolog		137815	6/17/2015
95819	Baker, John K. MI	Baker, John K. M	No Insurance Co	($61.82)	Colonial Neurolog		5327	8/27/2015
95819	Baker, John K. MI	Baker, John K. M	No Insurance Co	($76.14)	Colonial Neurolog		103021	12/28/2015
95819	Baker, John K. MI	Baker, John K. M	No Insurance Co	($125.00)	Colonial Neurolog		141859	1/11/2016
95886	Baker, John K. MI	Baker, John K. M	No Insurance Co	$27.67	Colonial Neurolog		50029	12/10/2015
95886	Baker, John K. MI	Baker, John K. M	No Insurance Co	($4.26)	Colonial Neurolog		14845	1/4/2016
95886	Baker, John K. MI	Baker, John K. M	No Insurance Co	($5.00)	Colonial Neurolog		1331	11/10/2015
95886	Baker, John K. MI	Baker, John K. M	No Insurance Co	($5.00)	Colonial Neurolog		62386	1/5/2016
95886	Baker, John K. MI	Baker, John K. M	No Insurance Co	($5.37)	Colonial Neurolog		25581	2/19/2015
95886	Baker, John K. MI	Baker, John K. M	No Insurance Co	($6.88)	Colonial Neurolog		121871	10/27/2015
95886	Baker, John K. MI	Baker, John K. M	No Insurance Co	($12.00)	Colonial Neurolog		135526	11/11/2015
95886	Baker, John K. MI	Baker, John K. M	No Insurance Co	($12.00)	Colonial Neurolog		143968	12/22/2015
95886	Baker, John K. MI	Baker, John K. M	No Insurance Co	($19.07)	Colonial Neurolog		140567	10/14/2015
95886	Baker, John K. MI	Baker, John K. M	No Insurance Co	($20.00)	Colonial Neurolog		5738	7/22/2015
95886	Baker, John K. MI	Baker, John K. M	No Insurance Co	($51.70)	Colonial Neurolog		142790	12/8/2015
95886	Baker, John K. MI	Baker, John K. M	No Insurance Co	($66.88)	Colonial Neurolog		132113	4/1/2015
95886	Baker, John K. MI	Baker, John K. M	No Insurance Co	($202.00)	Colonial Neurolog		140671	12/8/2015
95909	Baker, John K. MI	Baker, John K. M	No Insurance Co	($60.00)	Colonial Neurolog		46706	9/30/2015
95911	Baker, John K. MI	Baker, John K. M	No Insurance Co	($4.63)	Colonial Neurolog		25581	2/17/2015
95911	Baker, John K. MI	Baker, John K. M	No Insurance Co	($25.00)	Colonial Neurolog		140980	9/3/2015
95911	Baker, John K. MI	Baker, John K. M	No Insurance Co	($40.00)	Colonial Neurolog		141304	9/30/2015

95911	Baker, John K. MI	Baker, John K. M	No Insurance Co	($49.06)	Colonial Neurolog		140567	10/14/2015
95911	Baker, John K. MI	Baker, John K. M	No Insurance Co	($50.00)	Colonial Neurolog		137775	5/26/2015
95911	Baker, John K. MI	Baker, John K. M	No Insurance Co	($50.00)	Colonial Neurolog		128796	1/6/2015
95911	Baker, John K. MI	Baker, John K. M	No Insurance Co	($62.50)	Colonial Neurolog		142790	12/8/2015
95911	Baker, John K. MI	Baker, John K. M	No Insurance Co	($171.00)	Colonial Neurolog		140671	12/8/2015
95911	Baker, John K. MI	Baker, John K. M	No Insurance Co	($210.00)	Colonial Neurolog		132113	4/1/2015
95912	Baker, John K. MI	Baker, John K. M	No Insurance Co	($10.00)	Colonial Family P		60620	8/6/2013
95912	Baker, John K. MI	Baker, John K. M	No Insurance Co	($27.67)	Colonial Neurolog		50029	12/10/2015
95921	Baker, John K. MI	Baker, John K. M	No Insurance Co	($5.00)	Colonial Neurolog		136496	6/30/2015
95951	Baker, John K. MI	Baker, John K. M	No Insurance Co	$5.00	Colonial Neurolog	2,676	132844	10/1/2015
95819	Baker, John K. MI	Baker, John K. M	Planned Adminis	($76.14)	Colonial Neurolog		140816	10/20/2015
95886	Baker, John K. MI	Baker, John K. M	Planned Adminis	($202.00)	Colonial Neurolog		105584	12/22/2015
95886	Baker, John K. MI	Baker, John K. M	Planned Adminis	($202.00)	Colonial Neurolog		143241	12/8/2015
95911	Baker, John K. MI	Baker, John K. M	Planned Adminis	($171.00)	Colonial Neurolog		143241	12/8/2015
95913	Baker, John K. MI	Baker, John K. M	Planned Adminis	($233.00)	Colonial Neurolog		105584	12/22/2015
95816	Baker, John K. MI	Baker, John K. M	Tricare For Life	($11.30)	KershawHealth M	26	144878	12/3/2015
95886	Baker, John K. MI	Baker, John K. M	Tricare For Life	($34.66)	Colonial Neurolog		143769	12/10/2015
95886	Baker, John K. MI	Baker, John K. M	Tricare For Life	($34.66)	Colonial Neurolog		143769	12/9/2015
95911	Baker, John K. MI	Baker, John K. M	Tricare For Life	($44.60)	Colonial Neurolog		143769	12/9/2015
95911	Baker, John K. MI	Baker, John K. M	Tricare For Life	($44.60)	Colonial Neurolog		143769	12/10/2015
95921	Baker, John K. MI	Baker, John K. M	Tricare For Life	($16.70)	Colonial Neurolog	59	140672	12/15/2015
95951	Baker, John K. MI	Baker, John K. M	Tricare For Life	($63.82)	Colonial Neurolog	26	40608	10/23/2015
95951	Baker, John K. MI	Baker, John K. M	Tricare For Life	($63.82)	Colonial Neurolog	26	40608	10/24/2015
95951	Baker, John K. MI	Baker, John K. M	Tricare For Life	($63.82)	Colonial Neurolog	26	40608	10/25/2015
95951	Baker, John K. MI	Baker, John K. M	Tricare For Life	($63.82)	Colonial Neurolog	26	92567	11/2/2015
95951	Baker, John K. MI	Baker, John K. M	Tricare For Life	($63.82)	Colonial Neurolog	26	92567	11/4/2015
95951	Baker, John K. MI	Baker, John K. M	Tricare For Life	($63.82)	Colonial Neurolog	26	92567	11/3/2015
95819	Baker, John K. MI	Baker, John K. M	Tricare Regions	($330.63)	Colonial Neurolog		143699	12/28/2015
95819	Baker, John K. MI	Baker, John K. M	Tricare Regions	($342.63)	Colonial Neurolog		143943	12/29/2015
95819	Baker, John K. MI	Baker, John K. M	Tricare Regions	($342.63)	Colonial Neurolog		141383	12/30/2015
95819	Baker, John K. MI	Baker, John K. M	Tricare Regions	($342.63)	Colonial Neurolog		141702	12/23/2015
95819	Baker, John K. MI	Baker, John K. M	Tricare Regions	($342.63)	Colonial Neurolog		142055	12/31/2015
95819	Baker, John K. MI	Baker, John K. M	Tricare Regions	($342.63)	Colonial Neurolog		85717	1/4/2016
95886	Baker, John K. MI	Baker, John K. M	Tricare Regions	($84.49)	Colonial Neurolog		74559	1/5/2016
95886	Baker, John K. MI	Baker, John K. M	Tricare Regions	($84.49)	Colonial Neurolog		141697	1/4/2016
95886	Baker, John K. MI	Baker, John K. M	Tricare Regions	($84.49)	Colonial Neurolog		144684	1/5/2016
95886	Baker, John K. MI	Baker, John K. M	Tricare Regions	($84.49)	Colonial Neurolog		142925	1/7/2016
95886	Baker, John K. MI	Baker, John K. M	Tricare Regions	($156.99)	Colonial Neurolog		143968	12/22/2015

95886	Baker, John K. MI	Baker, John K. M	Tricare Regions	($168.99)	Colonial Neurolog		144497	1/4/2016
95886	Baker, John K. MI	Baker, John K. M	Tricare Regions	($156.99)	Colonial Neurolog	59	134351	1/7/2016
95886	Baker, John K. MI	Baker, John K. M	Tricare Regions	($156.99)	Colonial Neurolog	59	144767	1/7/2016
95909	Baker, John K. MI	Baker, John K. M	Tricare Regions	($137.38)	Colonial Neurolog		74559	1/5/2016
95911	Baker, John K. MI	Baker, John K. M	Tricare Regions	($217.44)	Colonial Neurolog		144497	1/4/2016
95911	Baker, John K. MI	Baker, John K. M	Tricare Regions	($217.44)	Colonial Neurolog		143968	12/22/2015
95911	Baker, John K. MI	Baker, John K. M	Tricare Regions	($217.44)	Colonial Neurolog		144684	1/5/2016
95911	Baker, John K. MI	Baker, John K. M	Tricare Regions	($217.44)	Colonial Neurolog		144767	1/7/2016
95911	Baker, John K. MI	Baker, John K. M	Tricare Regions	($217.44)	Colonial Neurolog		142925	1/7/2016
95911	Baker, John K. MI	Baker, John K. M	Tricare Regions	($217.44)	Colonial Neurolog		141697	1/4/2016
95912	Baker, John K. MI	Baker, John K. M	Tricare Regions	($243.06)	Colonial Neurolog		134351	1/7/2016
95911	Baker, John K. MI	Baker, John K. M	United Healthcar	($242.02)	Colonial Neurolog		17411	12/22/2015
95860	Baker, John K. MI	Brandt, Thomas [	No Insurance Co	($14.90)	Colonial Family P		40276	7/1/2014
95816	Baker, John K. MI	Cain, James R., I	Medicare	($262.04)	Colonial Neurolog		55126	12/30/2015
95886	Baker, John K. MI	Clowney, Billy W.	Molina Healthcar	($91.68)	Colonial Neurolog		45763	12/22/2015
95911	Baker, John K. MI	Clowney, Billy W.	Molina Healthcar	($112.16)	Colonial Neurolog		45763	12/22/2015
95886	Baker, John K. MI	Ford, Danny H. M	No Insurance Co	($50.00)	Colonial Neurolog		36062	10/29/2015
95912	Baker, John K. MI	Grunsky, Mitchell	BCBS Of SC	($209.64)	Colonial Neurolog		24444	12/22/2015
95816	Baker, John K. MI	Grunsky, Mitchell	Care Improveme	($264.32)	Colonial Neurolog		23478	1/12/2016
95886	Baker, John K. MI	Grunsky, Mitchell	Medicare	($135.89)	Colonial Neurolog		29177	12/21/2015
95911	Baker, John K. MI	Grunsky, Mitchell	Medicare	($174.85)	Colonial Neurolog		29177	12/21/2015
95816	Baker, John K. MI	Grunsky, Mitchell	No Insurance Co	($20.00)	Colonial Neurolog		26457	12/30/2015
95909	Baker, John K. MI	Hoshour, Carrie F	No Insurance Co	($108.00)	Colonial Neurolog		125790	7/1/2015
95909	Baker, John K. MI	Judy, Carrie A. M	No Insurance Co	($12.00)	Colonial Neurolog		74606	10/22/2015
95911	Baker, John K. MI	Judy, Carrie A. M	Select Health Of	($112.16)	Colonial Neurolog		85666	12/22/2015
95912	Baker, John K. MI	Judy, Carrie A. M	Select Health Of	($131.59)	Colonial Neurolog		85666	12/23/2015
95909	Baker, John K. MI	Judy, Carrie A. M	Tricare Regions	($125.38)	Colonial Neurolog		27375	1/6/2016
95911	Baker, John K. MI	Leonard, Jason M	Advicare	($112.16)	Colonial Neurolog		143809	12/17/2015
95911	Baker, John K. MI	Leonard, Jason M	BCBS Federal	($145.35)	Colonial Neurolog		50740	12/15/2015
95886	Baker, John K. MI	Leonard, Jason M	BCBS Of SC	($34.66)	Colonial Neurolog		37995	12/22/2015
95911	Baker, John K. MI	Leonard, Jason M	BCBS Of SC	($44.60)	Colonial Neurolog		37995	12/22/2015
95909	Baker, John K. MI	Leonard, Jason M	BCBS State	($142.40)	Colonial Neurolog		144439	12/17/2015
95819	Baker, John K. MI	Leonard, Jason M	Bluechoice	($364.02)	Colonial Neurolog		143651	1/6/2016
95886	Baker, John K. MI	Leonard, Jason M	Medicare	($5.75)	Colonial Neurolog		27358	1/4/2016
95886	Baker, John K. MI	Leonard, Jason M	Medicare	($135.89)	Colonial Neurolog		37995	12/22/2015
95886	Baker, John K. MI	Leonard, Jason M	Medicare	($135.89)	Colonial Neurolog		26205	12/23/2015
95911	Baker, John K. MI	Leonard, Jason M	Medicare	($174.85)	Colonial Neurolog		26205	12/23/2015
95911	Baker, John K. MI	Leonard, Jason M	Medicare	($174.85)	Colonial Neurolog		37995	12/22/2015

95912	Baker, John K. MI	Leonard, Jason M	Medicare	($194.69)	Colonial Neurolog	27358	1/4/2016
95912	Baker, John K. MI	Leonard, Jason M	Molina Healthcar	($131.59)	Colonial Neurolog	42943	12/29/2015
95912	Baker, John K. MI	Leonard, Jason M	Molina Healthcar	($131.59)	Colonial Neurolog	133374	1/7/2016
95911	Baker, John K. MI	Leonard, Jason M	No Insurance Co	($27.98)	Colonial Family P	55104	4/15/2014
95911	Leonard, Jason M	Leonard, Jason M	No Insurance Co	($12.00)	Colonial Neurolog	28529	11/24/2015
95911	Leonard, Jason M	Leonard, Jason M	No Insurance Co	($12.00)	Colonial Neurolog	29859	11/25/2015
95911	Baker, John K. MI	Leonard, Jason M	No Insurance Co	($14.54)	Colonial Neurolog	63022	9/17/2015
95912	Leonard, Jason M	Leonard, Jason M	No Insurance Co	($50.00)	Colonial Neurolog	37797	5/6/2015
95912	Baker, John K. MI	Leonard, Jason M	Planned Adminis	($209.64)	Colonial Neurolog	25916	10/21/2015
95886	Baker, John K. MI	Leonard, Jason M	Tricare For Life	($34.66)	Colonial Neurolog	26205	12/23/2015
95911	Baker, John K. MI	Leonard, Jason M	Tricare For Life	($44.60)	Colonial Neurolog	26205	12/23/2015
95911	Baker, John K. MI	Leonard, Jason M	Tricare Regions	($205.44)	Colonial Neurolog	55465	1/6/2016
95912	Baker, John K. MI	Leonard, Jason M	Tricare Regions	($231.06)	Colonial Neurolog	28928	1/12/2016
95912	Baker, John K. MI	Leonard, Jason M	United Healthcar	($283.59)	Colonial Neurolog	120737	12/16/2015
95885	Baker, John K. MI	Lowder, Clayton F	BCBS Of SC	($92.00)	Colonial Neurolog	17769	12/22/2015
95886	Baker, John K. MI	Lowder, Clayton F	BCBS Of SC	($34.66)	Colonial Neurolog	47423	12/16/2015
95911	Baker, John K. MI	Lowder, Clayton F	BCBS Of SC	($44.60)	Colonial Neurolog	47423	12/16/2015
95911	Baker, John K. MI	Lowder, Clayton F	BCBS Of SC	($171.00)	Colonial Neurolog	17769	12/22/2015
95816	Baker, John K. MI	Lowder, Clayton F	Bluechoice	($140.12)	Colonial Neurolog	63637	12/30/2015
95886	Baker, John K. MI	Lowder, Clayton F	Medicare	($5.75)	Colonial Neurolog	9511	1/4/2016
95886	Baker, John K. MI	Lowder, Clayton F	Medicare	($86.22)	Colonial Neurolog	15523	1/4/2016
95886	Baker, John K. MI	Lowder, Clayton F	Medicare	($135.89)	Colonial Neurolog	47423	12/16/2015
95911	Baker, John K. MI	Lowder, Clayton F	Medicare	($173.65)	Colonial Neurolog	15523	1/4/2016
95911	Baker, John K. MI	Lowder, Clayton F	Medicare	($173.65)	Colonial Neurolog	9511	1/4/2016
95911	Baker, John K. MI	Lowder, Clayton F	Medicare	($174.85)	Colonial Neurolog	47423	12/16/2015
95909	Lowder, Clayton F	Lowder, Clayton F	No Insurance Co	($12.00)	Colonial Neurolog	19945	12/29/2015
95911	Lowder, Clayton F	Lowder, Clayton F	No Insurance Co	($25.00)	Colonial Neurolog	13614	5/13/2015
95911	Baker, John K. MI	Lowder, Clayton F	No Insurance Co	($50.00)	Colonial Neurolog	14742	12/3/2015
95912	Baker, John K. MI	Lowder, Clayton F	No Insurance Co	($14.73)	Colonial Neurolog	56637	6/4/2015
95912	Baker, John K. MI	Lowder, Clayton F	No Insurance Co	($25.00)	Colonial Neurolog	99750	10/8/2015
95909	Lowder, Clayton F	Lowder, Clayton F	Tricare Regions	($125.38)	Colonial Neurolog	19945	12/29/2015
95886	Baker, John K. MI	Lucas, Thomas L	BCBS Of SC	($152.00)	Colonial Neurolog	25953	12/22/2015
95909	Baker, John K. MI	Lucas, Thomas L	BCBS Of SC	($108.00)	Colonial Neurolog	25953	12/22/2015
95885	Baker, John K. MI	Lucas, Thomas L	BCBS State	($11.01)	Colonial Neurolog	131361	12/9/2015
95912	Baker, John K. MI	Lucas, Thomas L	BCBS State	($49.86)	Colonial Neurolog	131361	12/9/2015
95912	Baker, John K. MI	Lucas, Thomas L	Consumers Choi	($274.22)	Colonial Neurolog	82522	11/18/2015
95886	Baker, John K. MI	Lucas, Thomas L	Medicare	($135.89)	Colonial Neurolog	77192	12/21/2015
95911	Baker, John K. MI	Lucas, Thomas L	Medicare	($174.85)	Colonial Neurolog	77192	12/21/2015

95886	Baker, John K. MI	Lucas, Thomas L	Molina Healthcar	($91.68)	Colonial Neurolog	54127	1/6/2016
95911	Baker, John K. MI	Lucas, Thomas L	Molina Healthcar	($112.16)	Colonial Neurolog	54127	1/6/2016
95911	Baker, John K. MI	Lucas, Thomas L	No Insurance Co	($4.34)	Colonial Neurolog	93069	12/8/2015
95911	Baker, John K. MI	Lucas, Thomas L	No Insurance Co	($72.10)	Colonial Neurolog	93697	12/8/2015
95912	Baker, John K. MI	Lucas, Thomas L	No Insurance Co	($25.35)	Colonial Family P	106341	5/27/2014
95912	Baker, John K. MI	Lucas, Thomas L	No Insurance Co	($52.41)	Colonial Neurolog	93069	12/3/2015
95886	Baker, John K. MI	Mahr, Christophe	AARP	($34.66)	Colonial Neurolog	10203	12/21/2015
95911	Baker, John K. MI	Mahr, Christophe	AARP	($44.60)	Colonial Neurolog	10203	12/21/2015
95886	Baker, John K. MI	Mahr, Christophe	Aetna	($17.33)	Colonial Neurolog	52853	12/9/2015
95911	Baker, John K. MI	Mahr, Christophe	Aetna	($44.60)	Colonial Neurolog	52853	12/9/2015
95909	Baker, John K. MI	Mahr, Christophe	BCBS Of SC	($28.18)	Colonial Neurolog	40084	11/25/2015
95912	Baker, John K. MI	Mahr, Christophe	BCBS Of SC	($174.64)	Colonial Neurolog	31319	12/3/2015
95911	Baker, John K. MI	Mahr, Christophe	BCBS State	($240.40)	Colonial Neurolog	132725	12/29/2015
95885	Baker, John K. MI	Mahr, Christophe	Bluechoice	($63.28)	Colonial Neurolog	78719	1/5/2016
95886	Baker, John K. MI	Mahr, Christophe	Bluechoice	($49.13)	Colonial Neurolog	78719	1/5/2016
95911	Baker, John K. MI	Mahr, Christophe	Bluechoice	($193.23)	Colonial Neurolog	78719	1/5/2016
95912	Baker, John K. MI	Mahr, Christophe	Care Improveme	($244.30)	Colonial Neurolog	128664	12/17/2015
95912	Baker, John K. MI	Mahr, Christophe	Consumers Choi	($246.80)	Colonial Neurolog	139268	12/1/2015
95912	Baker, John K. MI	Mahr, Christophe	MA BCBS of SC	($208.16)	Colonial Neurolog	82148	1/5/2016
95911	Baker, John K. MI	Mahr, Christophe	Medicaid	($112.16)	Colonial Neurolog	71613	12/29/2015
95886	Baker, John K. MI	Mahr, Christophe	Medicare	($67.94)	Colonial Neurolog	52853	12/9/2015
95886	Baker, John K. MI	Mahr, Christophe	Medicare	($135.89)	Colonial Neurolog	33823	12/10/2015
95886	Baker, John K. MI	Mahr, Christophe	Medicare	($135.89)	Colonial Neurolog	10203	12/21/2015
95909	Baker, John K. MI	Mahr, Christophe	Medicare	($45.52)	Colonial Neurolog	38355	1/5/2016
95911	Baker, John K. MI	Mahr, Christophe	Medicare	($111.46)	Colonial Neurolog	38079	1/6/2016
95911	Baker, John K. MI	Mahr, Christophe	Medicare	($154.70)	Colonial Neurolog	134452	1/6/2016
95911	Baker, John K. MI	Mahr, Christophe	Medicare	($174.85)	Colonial Neurolog	52853	12/9/2015
95911	Baker, John K. MI	Mahr, Christophe	Medicare	($174.85)	Colonial Neurolog	10203	12/21/2015
95911	Baker, John K. MI	Mahr, Christophe	Medicare	($174.85)	Colonial Neurolog	33823	12/10/2015
95910	Baker, John K. MI	Mahr, Christophe	Molina Healthcar	($92.72)	Colonial Neurolog	99007	12/16/2015
95819	Mahr, Christopher	Mahr, Christophe	No Insurance Co	($15.12)	Colonial Neurolog	50728	11/19/2015
95861	Baker, John K. MI	Mahr, Christophe	No Insurance Co	($3.96)	Colonial Family P	59844	6/4/2013
95911	Mahr, Christopher	Mahr, Christophe	No Insurance Co	($12.00)	Colonial Neurolog	71872	11/17/2015
95912	Baker, John K. MI	Mahr, Christophe	No Insurance Co	($5.00)	Colonial Neurolog	139268	12/1/2015
95912	Baker, John K. MI	Mahr, Christophe	No Insurance Co	($12.00)	Colonial Neurolog	29496	9/24/2015
95912	Baker, John K. MI	Mahr, Christophe	No Insurance Co	($35.00)	Colonial Neurolog	32317	1/6/2016
95912	Baker, John K. MI	Meyers, Edward J	BCBS Of SC	($140.00)	Colonial Neurolog	122634	1/7/2016
95886	Baker, John K. MI	Meyers, Edward J	Medicare	($55.14)	Colonial Neurolog	58729	1/5/2016

95911	Baker, John K. MI	Meyers, Edward J	Medicare	($173.65)	Colonial Neurolog	58729	1/5/2016
95908	Baker, John K. MI	Meyers, Edward J	Planned Adminis	($72.00)	Colonial Neurolog	15081	11/19/2015
95909	Baker, John K. MI	Pridgen, Kaoru M	Absolute Total Ca	($70.43)	Columbia- Colonia	143034	12/28/2015
95909	Baker, John K. MI	Reisenauer, Kimb	BCBS State	($178.00)	Colonial Neurolog	35314	12/22/2015
95909	Baker, John K. MI	Soto, Carlos A. M	BCBS Of SC	($108.00)	Colonial Neurolog	91844	12/14/2015
95911	Baker, John K. MI	Soto, Carlos A. M	BCBS Of SC	($151.00)	Colonial Neurolog	74244	12/14/2015
95911	Baker, John K. MI	Soto, Carlos A. M	BCBS Of SC	($153.90)	Columbia- Colonia	135891	7/27/2015
95912	Baker, John K. MI	Soto, Carlos A. M	BCBS Of SC	($209.64)	Columbia- Colonia	85912	12/28/2015
95911	Soto, Carlos A. M	Soto, Carlos A. M	Consumers Choi	($10.00)	Columbia- Colonia	134691	3/23/2015
95912	Baker, John K. MI	Soto, Carlos A. M	Consumers Choi	($274.22)	Colonial Neurolog	142467	11/30/2015
95911	Soto, Carlos A. M	Soto, Carlos A. M	No Insurance Co	($10.00)	Columbia- Colonia	83209	10/19/2015
95912	Soto, Carlos A. M	Soto, Carlos A. M	No Insurance Co	($12.00)	Columbia- Colonia	67733	6/1/2015
95912	Baker, John K. MI	Soto, Carlos A. M	No Insurance Co	($40.00)	Columbia- Colonia	130613	11/30/2015
95886	Baker, John K. MI	Stewart, Ike C. M	Aetna	($149.68)	Colonial Neurolog	65290	12/23/2015
95911	Baker, John K. MI	Stewart, Ike C. M	Aetna	($197.91)	Colonial Neurolog	65290	12/23/2015
95910	Baker, John K. MI	Stewart, Ike C. M	Care Improveme	($13.04)	Colonial Neurolog	140669	1/6/2016
95910	Baker, John K. MI	Stewart, Ike C. M	Medicaid	($79.68)	Colonial Neurolog	140669	1/6/2016
95816	Baker, John K. MI	Stewart, Ike C. M	Medicare	($262.04)	Colonial Neurolog	38513	12/30/2015
95819	Stewart, Ike C. MI	Stewart, Ike C. M	MS American Co	($76.14)	Colonial Neurolog	49826	12/14/2015
95886	Baker, John K. MI	Stewart, Ike C. M	No Insurance Co	($7.88)	Colonial Neurolog	65290	12/23/2015
95911	Baker, John K. MI	Stewart, Ike C. M	No Insurance Co	($5.00)	Colonial Family P	109402	4/29/2014
95911	Baker, John K. MI	Stewart, Ike C. M	No Insurance Co	($10.42)	Colonial Neurolog	65290	12/23/2015
95911	Baker, John K. MI	Stewart, Ike C. M	No Insurance Co	($75.26)	Colonial Neurolog	139934	9/2/2015
95912	Baker, John K. MI	Whaley, David G.	BCBS Of SC	($209.64)	Colonial Neurolog	19350	1/12/2016
95886	Baker, John K. MI	Whaley, David G.	Medicare	($5.75)	Colonial Neurolog	16563	1/6/2016
95886	Baker, John K. MI	Whaley, David G.	Medicare	($67.94)	Colonial Neurolog	41809	12/9/2015
95911	Baker, John K. MI	Whaley, David G.	Medicare	($173.65)	Colonial Neurolog	16563	1/6/2016
95912	Baker, John K. MI	Whaley, David G.	Medicare	($195.44)	Colonial Neurolog	41809	12/9/2015
95819	Baker, John K. MI	Whaley, David G.	No Insurance Co	($45.00)	Colonial Family P	20711	5/14/2014
95886	Baker, John K. MI	Whaley, David G.	No Insurance Co	($17.33)	Colonial Neurolog	41809	12/9/2015
95912	Baker, John K. MI	Whaley, David G.	No Insurance Co	($49.86)	Colonial Neurolog	41809	12/9/2015
Grand Total:				**($40,267.67)**			

Insurance Company Revenue by Procedure

Date: 3/24/2016
Time: 4:41:06 PM

Procedure Code	Rendering	Referring	Primary	Net Applied	Service	Modifiers	Patient ID	DOS
95886	Baker, John K. MI	Aldrich, William C	CIP UHC Medica	($135.90)	Colonial Neurolog		101682	1/21/2016
95911	Baker, John K. MI	Aldrich, William C	CIP UHC Medica	($173.65)	Colonial Neurolog		101682	1/21/2016
95886	Baker, John K. MI	Aldrich, William C	Medicaid	($38.36)	Colonial Neurolog		101682	1/21/2016
95911	Baker, John K. MI	Aldrich, William C	Medicaid	($46.92)	Colonial Neurolog		101682	1/21/2016
95886	Baker, John K. MI	Aldrich, William C	No Insurance Co	($8.66)	Colonial Neurolog		99376	12/21/2015
95886	Baker, John K. MI	Aldrich, William C	No Insurance Co	($34.11)	Colonial Neurolog		101916	12/10/2015
95911	Baker, John K. MI	Aldrich, William C	No Insurance Co	($11.15)	Colonial Neurolog		99376	12/21/2015
95911	Baker, John K. MI	Aldrich, William C	No Insurance Co	($43.89)	Colonial Neurolog		101916	12/10/2015
95816	Baker, John K. MI	Baker, John K. MI	Aetna	($320.21)	Colonial Neurolog		143161	1/6/2016
95819	Baker, John K. MI	Baker, John K. MI	BCBS Federal	($115.60)	Colonial Neurolog		104593	1/25/2016
95816	Baker, John K. MI	Baker, John K. MI	BCBS Of SC	($306.06)	Colonial Neurolog		126196	2/8/2016
95819	Baker, John K. MI	Baker, John K. MI	BCBS Of SC	($43.81)	Colonial Neurolog		64967	1/6/2016
95886	Baker, John K. MI	Baker, John K. MI	BCBS Of SC	($80.80)	Colonial Neurolog		145361	2/1/2016
95886	Baker, John K. MI	Baker, John K. MI	BCBS Of SC	($101.00)	Colonial Neurolog		141883	2/1/2016
95911	Baker, John K. MI	Baker, John K. MI	BCBS Of SC	($18.40)	Colonial Neurolog		35368	2/1/2016
95911	Baker, John K. MI	Baker, John K. MI	BCBS Of SC	($121.00)	Colonial Neurolog		50792	1/7/2016
95911	Baker, John K. MI	Baker, John K. MI	BCBS Of SC	($136.80)	Colonial Neurolog		145361	2/1/2016
95911	Baker, John K. MI	Baker, John K. MI	BCBS Of SC	($171.00)	Colonial Neurolog		141883	2/1/2016
95951	Baker, John K. MI	Baker, John K. MI	BCBS Of SC	$255.00	Camden - Colonia	26	9006	2/17/2014
95951	Baker, John K. MI	Baker, John K. MI	BCBS Of SC	$510.00	Camden - Colonia	2,676	9006	2/17/2014
95816	Baker, John K. MI	Baker, John K. MI	BCBS State	($185.25)	Colonial Neurolog		109269	2/8/2016
95819	Baker, John K. MI	Baker, John K. MI	BCBS State	($77.01)	Colonial Neurolog		85526	1/12/2016
95886	Baker, John K. MI	Baker, John K. MI	BCBS State	($34.67)	Colonial Neurolog		101595	1/6/2016
95911	Baker, John K. MI	Baker, John K. MI	BCBS State	($44.30)	Colonial Neurolog		101595	1/6/2016
95911	Baker, John K. MI	Baker, John K. MI	BCBS State	($70.18)	Colonial Neurolog		145661	2/3/2016
95911	Baker, John K. MI	Baker, John K. MI	BCBS State	($179.61)	Colonial Neurolog		108623	2/1/2016
95816	Baker, John K. MI	Baker, John K. MI	Bluechoice	($276.06)	Colonial Neurolog		145383	1/28/2016
95819	Baker, John K. MI	Baker, John K. MI	Bluechoice	($364.02)	Colonial Neurolog		82900	2/9/2016
95886	Baker, John K. MI	Baker, John K. MI	Bluechoice	($259.20)	Colonial Neurolog		145383	2/4/2016
95887	Baker, John K. MI	Baker, John K. MI	Bluechoice	($16.78)	Colonial Neurolog		145383	2/4/2016
95913	Baker, John K. MI	Baker, John K. MI	Bluechoice	($284.03)	Colonial Neurolog		145383	2/4/2016
95956	Baker, John K. MI	Baker, John K. MI	Bluechoice	($565.00)	Colonial Neurolog		63637	2/12/2016

95816	Baker, John K. MI	Baker, John K. MI	BlueChoice Healt	($40.05)	KershawHealth M	26	136234	3/23/2015
95812	Baker, John K. MI	Baker, John K. MI	Care Improveme	$44.28	Colonial Neurolog	26	6999	9/28/2015
95812	Baker, John K. MI	Baker, John K. MI	Care Improveme	$44.28	Colonial Neurolog	26	6999	9/29/2015
95812	Baker, John K. MI	Baker, John K. MI	Care Improveme	$44.28	Colonial Neurolog	26	6999	9/30/2015
95812	Baker, John K. MI	Baker, John K. MI	Care Improveme	$44.28	Colonial Neurolog	26	103314	9/28/2015
95812	Baker, John K. MI	Baker, John K. MI	Care Improveme	$44.28	Colonial Neurolog	26	103314	9/30/2015
95812	Baker, John K. MI	Baker, John K. MI	Care Improveme	$44.28	Colonial Neurolog	26	103314	9/29/2015
95886	Baker, John K. MI	Baker, John K. MI	Care Improveme	($67.96)	Colonial Neurolog		17446	1/21/2016
95886	Baker, John K. MI	Baker, John K. MI	Care Improveme	($135.90)	Colonial Neurolog		129083	1/5/2016
95911	Baker, John K. MI	Baker, John K. MI	Care Improveme	($173.65)	Colonial Neurolog		129083	1/5/2016
95911	Baker, John K. MI	Baker, John K. MI	Care Improveme	($173.65)	Colonial Neurolog		17446	1/21/2016
95951	Baker, John K. MI	Baker, John K. MI	Care Improveme	($357.02)	Colonial Neurolog	26	103314	9/29/2015
95951	Baker, John K. MI	Baker, John K. MI	Care Improveme	($357.02)	Colonial Neurolog	26	103314	9/30/2015
95951	Baker, John K. MI	Baker, John K. MI	Care Improveme	($357.02)	Colonial Neurolog	26	103314	9/28/2015
95951	Baker, John K. MI	Baker, John K. MI	Care Improveme	($357.02)	Colonial Neurolog	26	6999	9/30/2015
95951	Baker, John K. MI	Baker, John K. MI	Care Improveme	($357.02)	Colonial Neurolog	26	6999	9/29/2015
95951	Baker, John K. MI	Baker, John K. MI	Care Improveme	($357.02)	Colonial Neurolog	26	6999	9/28/2015
95819	Baker, John K. MI	Baker, John K. MI	ChampVA	($285.52)	Colonial Neurolog		142933	1/26/2016
95886	Baker, John K. MI	Baker, John K. MI	ChampVA	($34.66)	Colonial Neurolog		143302	12/23/2015
95911	Baker, John K. MI	Baker, John K. MI	ChampVA	($44.60)	Colonial Neurolog		143302	12/23/2015
95819	Baker, John K. MI	Baker, John K. MI	Cigna	($164.35)	Colonial Neurolog		145672	2/9/2016
95886	Baker, John K. MI	Baker, John K. MI	Cigna	($149.76)	Colonial Neurolog		145672	2/15/2016
95911	Baker, John K. MI	Baker, John K. MI	Cigna	($254.25)	Colonial Neurolog		145672	2/15/2016
95951	Baker, John K. MI	Baker, John K. MI	Humana Gold Ch	($319.12)	Colonial Neurolog	26	82661	12/14/2015
95951	Baker, John K. MI	Baker, John K. MI	Humana Gold Ch	($319.12)	Colonial Neurolog	26	82661	12/15/2015
95951	Baker, John K. MI	Baker, John K. MI	Humana Gold Ch	($319.12)	Colonial Neurolog	26	82661	12/16/2015
95886	Baker, John K. MI	Baker, John K. MI	Medicaid	($10.99)	Colonial Neurolog		139763	1/4/2016
95886	Baker, John K. MI	Baker, John K. MI	Medicaid	($10.99)	Colonial Neurolog		101495	1/5/2016
95911	Baker, John K. MI	Baker, John K. MI	Medicaid	($13.45)	Colonial Neurolog		101495	1/5/2016
95911	Baker, John K. MI	Baker, John K. MI	Medicaid	($13.45)	Colonial Neurolog		139763	1/4/2016
95812	Baker, John K. MI	Baker, John K. MI	Medicare	($205.91)	Colonial Neurolog	26	86651	9/23/2015
95812	Baker, John K. MI	Baker, John K. MI	Medicare	($205.91)	Colonial Neurolog	26	86651	9/24/2015
95812	Baker, John K. MI	Baker, John K. MI	Medicare	($205.91)	Colonial Neurolog	26	86651	9/25/2015
95812	Baker, John K. MI	Baker, John K. MI	Medicare	($205.91)	Colonial Neurolog	26	103083	9/14/2015
95812	Baker, John K. MI	Baker, John K. MI	Medicare	($205.91)	Colonial Neurolog	26	103083	9/15/2015
95812	Baker, John K. MI	Baker, John K. MI	Medicare	($205.91)	Colonial Neurolog	26	103083	9/16/2015

95812	Baker, John K. MI	Baker, John K. M	Medicare	($205.91)	Colonial Neurolog	26	125011	10/13/2015
95812	Baker, John K. MI	Baker, John K. M	Medicare	($205.91)	Colonial Neurolog	26	125011	10/15/2015
95812	Baker, John K. MI	Baker, John K. M	Medicare	($205.91)	Colonial Neurolog	26	138208	10/2/2015
95812	Baker, John K. MI	Baker, John K. M	Medicare	($205.91)	Colonial Neurolog	26	138208	10/3/2015
95812	Baker, John K. MI	Baker, John K. M	Medicare	($205.91)	Colonial Neurolog	26	138208	10/4/2015
95812	Baker, John K. MI	Baker, John K. M	Medicare	($205.91)	Colonial Neurolog	26	125011	10/14/2015
95812	Baker, John K. MI	Baker, John K. M	Medicare	($205.91)	Colonial Neurolog	26	56984	9/23/2015
95812	Baker, John K. MI	Baker, John K. M	Medicare	($205.91)	Colonial Neurolog	26	56984	9/24/2015
95812	Baker, John K. MI	Baker, John K. M	Medicare	($205.91)	Colonial Neurolog	26	56984	9/25/2015
95812	Baker, John K. MI	Baker, John K. M	Medicare	($205.91)	Colonial Neurolog	26	65378	10/19/2015
95812	Baker, John K. MI	Baker, John K. M	Medicare	($205.91)	Colonial Neurolog	26	65378	10/20/2015
95812	Baker, John K. MI	Baker, John K. M	Medicare	($205.91)	Colonial Neurolog	26	65378	10/21/2015
95812	Baker, John K. MI	Baker, John K. M	Medicare	($205.91)	Colonial Neurolog	26	82000	10/9/2015
95813	Baker, John K. MI	Baker, John K. M	Medicare	($309.53)	Colonial Neurolog		144490	1/18/2016
95816	Baker, John K. MI	Baker, John K. M	Medicare	($264.32)	Colonial Neurolog		100495	1/28/2016
95816	Baker, John K. MI	Baker, John K. M	Medicare	($264.32)	Colonial Neurolog		122343	1/27/2016
95819	Baker, John K. MI	Baker, John K. M	Medicare	($301.90)	Colonial Neurolog		83385	1/25/2016
95819	Baker, John K. MI	Baker, John K. M	Medicare	($301.90)	Colonial Neurolog		85526	1/12/2016
95819	Baker, John K. MI	Baker, John K. M	Medicare	($301.90)	Colonial Neurolog		144779	2/4/2016
95819	Baker, John K. MI	Baker, John K. M	Medicare	($301.90)	Colonial Neurolog		143132	2/8/2016
95819	Baker, John K. MI	Baker, John K. M	Medicare	($301.90)	Colonial Neurolog		142278	1/12/2016
95819	Baker, John K. MI	Baker, John K. M	Medicare	($301.90)	Colonial Neurolog		33108	1/25/2016
95819	Baker, John K. MI	Baker, John K. M	Medicare	($301.90)	Colonial Neurolog	59	139943	2/3/2016
95886	Baker, John K. MI	Baker, John K. M	Medicare	($60.24)	Colonial Neurolog		141633	1/6/2016
95886	Baker, John K. MI	Baker, John K. M	Medicare	($61.38)	Colonial Neurolog		40324	2/1/2016
95886	Baker, John K. MI	Baker, John K. M	Medicare	($86.22)	Colonial Neurolog		47234	2/3/2016
95886	Baker, John K. MI	Baker, John K. M	Medicare	($135.90)	Colonial Neurolog		2515	1/21/2016
95886	Baker, John K. MI	Baker, John K. M	Medicare	($135.90)	Colonial Neurolog		142768	2/2/2016
95886	Baker, John K. MI	Baker, John K. M	Medicare	($135.90)	Colonial Neurolog		101595	1/6/2016
95886	Baker, John K. MI	Baker, John K. M	Medicare	($135.90)	Colonial Neurolog		81266	2/2/2016
95886	Baker, John K. MI	Baker, John K. M	Medicare	($135.90)	Colonial Neurolog		110013	2/3/2016
95886	Baker, John K. MI	Baker, John K. M	Medicare	($135.90)	Colonial Neurolog		145403	2/1/2016
95886	Baker, John K. MI	Baker, John K. M	Medicare	($203.85)	Colonial Neurolog		142209	1/21/2016
95909	Baker, John K. MI	Baker, John K. M	Medicare	($107.71)	Colonial Neurolog		40324	2/1/2016
95911	Baker, John K. MI	Baker, John K. M	Medicare	($111.46)	Colonial Neurolog		144976	1/19/2016
95911	Baker, John K. MI	Baker, John K. M	Medicare	($173.65)	Colonial Neurolog		142768	2/2/2016

95911	Baker, John K. MI	Baker, John K. MI	Medicare	($173.65)	Colonial Neurolog		141633	1/6/2016
95911	Baker, John K. MI	Baker, John K. MI	Medicare	($173.65)	Colonial Neurolog		110013	2/3/2016
95911	Baker, John K. MI	Baker, John K. MI	Medicare	($173.65)	Colonial Neurolog		101595	1/6/2016
95911	Baker, John K. MI	Baker, John K. MI	Medicare	($173.65)	Colonial Neurolog		81266	2/2/2016
95911	Baker, John K. MI	Baker, John K. MI	Medicare	($173.65)	Colonial Neurolog		47234	2/3/2016
95911	Baker, John K. MI	Baker, John K. MI	Medicare	($173.65)	Colonial Neurolog		2515	1/21/2016
95911	Baker, John K. MI	Baker, John K. MI	Medicare	($173.65)	Colonial Neurolog		145403	2/1/2016
95913	Baker, John K. MI	Baker, John K. MI	Medicare	($223.04)	Colonial Neurolog		142209	1/21/2016
95921	Baker, John K. MI	Baker, John K. MI	Medicare	($64.42)	Colonial Neurolog	59	142768	1/19/2016
95951	Baker, John K. MI	Baker, John K. MI	Medicare	($250.19)	Colonial Neurolog	26	140855	12/4/2015
95951	Baker, John K. MI	Baker, John K. MI	Medicare	($250.19)	Colonial Neurolog	26	35350	11/10/2015
95951	Baker, John K. MI	Baker, John K. MI	Medicare	($250.19)	Colonial Neurolog	26	35350	11/11/2015
95951	Baker, John K. MI	Baker, John K. MI	Medicare	($250.19)	Colonial Neurolog	26	35350	11/12/2015
95951	Baker, John K. MI	Baker, John K. MI	Medicare	($250.19)	Colonial Neurolog	26	140855	12/3/2015
95951	Baker, John K. MI	Baker, John K. MI	Medicare	($250.19)	Colonial Neurolog	26	140855	12/2/2015
95951	Baker, John K. MI	Baker, John K. MI	Medicare	($250.19)	Colonial Neurolog	26	92509	11/17/2015
95951	Baker, John K. MI	Baker, John K. MI	Medicare	($250.19)	Colonial Neurolog	26	92509	11/18/2015
95951	Baker, John K. MI	Baker, John K. MI	Medicare	($250.19)	Colonial Neurolog	26	92509	11/19/2015
95819	Baker, John K. MI	Baker, John K. MI	Molina Healthcar	($164.42)	Colonial Neurolog		126357	2/9/2016
95886	Baker, John K. MI	Baker, John K. MI	Molina Healthcar	($91.68)	Colonial Neurolog		132836	2/15/2016
95911	Baker, John K. MI	Baker, John K. MI	Molina Healthcar	($112.16)	Colonial Neurolog		132836	2/15/2016
95951	Baker, John K. MI	Baker, John K. MI	MS Loyal Americ	($63.82)	Colonial Neurolog	26	140855	12/2/2015
95951	Baker, John K. MI	Baker, John K. MI	MS Loyal Americ	($63.82)	Colonial Neurolog	26	140855	12/3/2015
95951	Baker, John K. MI	Baker, John K. MI	MS Loyal Americ	($63.82)	Colonial Neurolog	26	140855	12/4/2015
95921	Baker, John K. MI	Baker, John K. MI	MS USAA Life In	($23.14)	Colonial Neurolog	59	142209	1/6/2016
95921	Baker, John K. MI	Baker, John K. MI	MS Westchester	($0.26)	Colonial Neurolog	59	142768	1/19/2016
95812	Baker, John K. MI	Baker, John K. MI	No Insurance Co	($5.20)	Colonial Neurolog	26	56984	9/25/2015
95816	Baker, John K. MI	Baker, John K. MI	No Insurance Co	($15.00)	Colonial Neurolog		27282	7/13/2015
95816	Baker, John K. MI	Baker, John K. MI	No Insurance Co	($22.34)	Colonial Neurolog		139042	7/1/2015
95816	Baker, John K. MI	Baker, John K. MI	No Insurance Co	($50.10)	Colonial Neurolog		130103	12/8/2014
95816	Baker, John K. MI	Baker, John K. MI	No Insurance Co	($60.00)	Colonial Neurolog		143161	1/6/2016
95816	Baker, John K. MI	Baker, John K. MI	No Insurance Co	($60.00)	Colonial Neurolog		145383	1/28/2016
95816	Baker, John K. MI	Baker, John K. MI	No Insurance Co	($66.85)	Colonial Neurolog		73482	9/21/2015
95816	Baker, John K. MI	Baker, John K. MI	No Insurance Co	($2.92)	KershawHealth M	26	83147	2/5/2013
95816	Baker, John K. MI	Baker, John K. MI	No Insurance Co	($12.92)	KershawHealth M	26	140266	8/6/2015
95816	Baker, John K. MI	Baker, John K. MI	No Insurance Co	($60.00)	KershawHealth M	26	142730	11/20/2015

95819	Baker, John K. MI	Baker, John K. MI	No Insurance Co	($63.00)	Camden - Colonia		84298	5/8/2014
95819	Baker, John K. MI	Baker, John K. MI	No Insurance Co	($8.81)	Colonial Family P		108712	7/23/2014
95819	Baker, John K. MI	Baker, John K. MI	No Insurance Co	($12.00)	Colonial Family P		48177	2/22/2013
95819	Baker, John K. MI	Baker, John K. MI	No Insurance Co	($50.59)	Colonial Family P		81139	5/20/2014
95819	Baker, John K. MI	Baker, John K. MI	No Insurance Co	($5.00)	Colonial Neurolog		134315	4/29/2015
95819	Baker, John K. MI	Baker, John K. MI	No Insurance Co	($8.22)	Colonial Neurolog		22093	3/4/2015
95819	Baker, John K. MI	Baker, John K. MI	No Insurance Co	($8.57)	Colonial Neurolog		25242	11/16/2015
95819	Baker, John K. MI	Baker, John K. MI	No Insurance Co	($20.00)	Colonial Neurolog		82900	2/9/2016
95819	Baker, John K. MI	Baker, John K. MI	No Insurance Co	($26.78)	Colonial Neurolog		137815	6/17/2015
95819	Baker, John K. MI	Baker, John K. MI	No Insurance Co	($32.52)	Colonial Neurolog		8278	1/21/2015
95819	Baker, John K. MI	Baker, John K. MI	No Insurance Co	($200.00)	Colonial Neurolog		141859	1/11/2016
95819	Baker, John K. MI	Baker, John K. MI	No Insurance Co	($245.39)	Colonial Neurolog		141860	1/4/2016
95819	Baker, John K. MI	Baker, John K. MI	No Insurance Co	($22.11)	Colonial Neurolog	59	4183	1/6/2016
95885	Baker, John K. MI	Baker, John K. MI	No Insurance Co	($54.88)	Colonial Neurolog		62386	1/5/2016
95886	Baker, John K. MI	Baker, John K. MI	No Insurance Co	($10.00)	Colonial Neurolog		25581	2/19/2015
95886	Baker, John K. MI	Baker, John K. MI	No Insurance Co	($11.15)	Colonial Neurolog		121871	10/27/2015
95886	Baker, John K. MI	Baker, John K. MI	No Insurance Co	($12.00)	Colonial Neurolog		140635	1/19/2016
95886	Baker, John K. MI	Baker, John K. MI	No Insurance Co	($12.00)	Colonial Neurolog		142924	2/16/2016
95886	Baker, John K. MI	Baker, John K. MI	No Insurance Co	($17.33)	Colonial Neurolog		17446	1/21/2016
95886	Baker, John K. MI	Baker, John K. MI	No Insurance Co	($20.00)	Colonial Neurolog		135091	4/28/2015
95886	Baker, John K. MI	Baker, John K. MI	No Insurance Co	($25.00)	Colonial Neurolog		22222	3/4/2015
95886	Baker, John K. MI	Baker, John K. MI	No Insurance Co	($34.11)	Colonial Neurolog		142913	12/8/2015
95886	Baker, John K. MI	Baker, John K. MI	No Insurance Co	($34.66)	Colonial Neurolog		142595	11/11/2015
95886	Baker, John K. MI	Baker, John K. MI	No Insurance Co	($34.67)	Colonial Neurolog		142768	2/2/2016
95886	Baker, John K. MI	Baker, John K. MI	No Insurance Co	($51.70)	Colonial Neurolog		140257	8/20/2015
95886	Baker, John K. MI	Baker, John K. MI	No Insurance Co	($81.40)	Colonial Neurolog		62386	1/5/2016
95886	Baker, John K. MI	Baker, John K. MI	No Insurance Co	($12.00)	Colonial Neurolog	59	26455	2/4/2016
95911	Baker, John K. MI	Baker, John K. MI	No Insurance Co	($15.56)	Colonial Neurolog		140980	9/3/2015
95911	Baker, John K. MI	Baker, John K. MI	No Insurance Co	($25.00)	Colonial Neurolog		128796	1/6/2015
95911	Baker, John K. MI	Baker, John K. MI	No Insurance Co	($43.89)	Colonial Neurolog		142913	12/8/2015
95911	Baker, John K. MI	Baker, John K. MI	No Insurance Co	($44.30)	Colonial Neurolog		142768	2/2/2016
95911	Baker, John K. MI	Baker, John K. MI	No Insurance Co	($44.30)	Colonial Neurolog		17446	1/21/2016
95911	Baker, John K. MI	Baker, John K. MI	No Insurance Co	($44.60)	Colonial Neurolog		142595	11/11/2015
95911	Baker, John K. MI	Baker, John K. MI	No Insurance Co	($50.00)	Colonial Neurolog		137775	5/26/2015
95911	Baker, John K. MI	Baker, John K. MI	No Insurance Co	($50.00)	Colonial Neurolog		50792	1/7/2016
95911	Baker, John K. MI	Baker, John K. MI	No Insurance Co	($62.50)	Colonial Neurolog		140257	8/20/2015

95911	Baker, John K. MI	Baker, John K. M	No Insurance Co	($100.00)	Colonial Neurolog		27660	2/15/2016
95912	Baker, John K. MI	Baker, John K. M	No Insurance Co	($7.33)	Colonial Family P		60620	8/6/2013
95912	Baker, John K. MI	Baker, John K. M	No Insurance Co	($25.93)	Colonial Neurolog		62386	1/5/2016
95913	Baker, John K. MI	Baker, John K. M	No Insurance Co	($38.85)	Colonial Neurolog		121871	10/27/2015
95921	Baker, John K. MI	Baker, John K. M	No Insurance Co	($16.17)	Colonial Neurolog	59	142768	1/19/2016
95886	Baker, John K. MI	Baker, John K. M	Select Health Of	($91.68)	Colonial Neurolog		145501	2/15/2016
95911	Baker, John K. MI	Baker, John K. M	Select Health Of	($112.16)	Colonial Neurolog		145501	2/15/2016
95812	Baker, John K. MI	Baker, John K. M	Tricare For Life	($8.81)	Colonial Neurolog	26	125011	10/14/2015
95812	Baker, John K. MI	Baker, John K. M	Tricare For Life	($8.81)	Colonial Neurolog	26	125011	10/15/2015
95812	Baker, John K. MI	Baker, John K. M	Tricare For Life	($8.81)	Colonial Neurolog	26	125011	10/13/2015
95813	Baker, John K. MI	Baker, John K. M	Tricare For Life	($78.96)	Colonial Neurolog		144490	1/18/2016
95816	Baker, John K. MI	Baker, John K. M	Tricare For Life	($200.23)	Colonial Neurolog		23600	1/13/2016
95819	Baker, John K. MI	Baker, John K. M	Tricare For Life	($77.01)	Colonial Neurolog		83385	1/25/2016
95819	Baker, John K. MI	Baker, John K. M	Tricare For Life	($99.02)	Colonial Neurolog		26169	1/13/2016
95886	Baker, John K. MI	Baker, John K. M	Tricare For Life	($34.67)	Colonial Neurolog		81266	2/2/2016
95886	Baker, John K. MI	Baker, John K. M	Tricare For Life	($34.67)	Colonial Neurolog		145403	2/1/2016
95886	Baker, John K. MI	Baker, John K. M	Tricare For Life	($85.36)	Colonial Neurolog		47234	2/3/2016
95886	Baker, John K. MI	Baker, John K. M	Tricare For Life	($111.87)	Colonial Neurolog		141633	1/6/2016
95911	Baker, John K. MI	Baker, John K. M	Tricare For Life	($40.00)	Colonial Neurolog		101596	9/15/2015
95911	Baker, John K. MI	Baker, John K. M	Tricare For Life	($44.30)	Colonial Neurolog		81266	2/2/2016
95911	Baker, John K. MI	Baker, John K. M	Tricare For Life	($44.30)	Colonial Neurolog		141633	1/6/2016
95911	Baker, John K. MI	Baker, John K. M	Tricare For Life	($44.30)	Colonial Neurolog		47234	2/3/2016
95911	Baker, John K. MI	Baker, John K. M	Tricare For Life	($44.30)	Colonial Neurolog		145403	2/1/2016
95951	Baker, John K. MI	Baker, John K. M	Tricare For Life	($63.82)	Colonial Neurolog	26	35350	11/12/2015
95951	Baker, John K. MI	Baker, John K. M	Tricare For Life	($63.82)	Colonial Neurolog	26	35350	11/11/2015
95951	Baker, John K. MI	Baker, John K. M	Tricare For Life	($63.82)	Colonial Neurolog	26	35350	11/10/2015
95816	Baker, John K. MI	Baker, John K. M	Tricare Regions	($300.82)	Colonial Neurolog		143400	2/15/2016
95819	Baker, John K. MI	Baker, John K. M	Tricare Regions	($20.40)	Colonial Neurolog		104593	1/25/2016
95819	Baker, John K. MI	Baker, John K. M	Tricare Regions	($330.63)	Colonial Neurolog		104977	1/26/2016
95819	Baker, John K. MI	Baker, John K. M	Tricare Regions	($342.63)	Colonial Neurolog		144965	2/16/2016
95885	Baker, John K. MI	Baker, John K. M	Tricare Regions	($53.66)	Colonial Neurolog	59	144788	1/18/2016
95885	Baker, John K. MI	Baker, John K. M	Tricare Regions	($107.33)	Colonial Neurolog	59	144763	1/19/2016
95886	Baker, John K. MI	Baker, John K. M	Tricare Regions	($156.99)	Colonial Neurolog		145805	2/16/2016
95886	Baker, John K. MI	Baker, John K. M	Tricare Regions	($156.99)	Colonial Neurolog		140635	1/19/2016
95886	Baker, John K. MI	Baker, John K. M	Tricare Regions	($168.99)	Colonial Neurolog		141707	1/18/2016
95886	Baker, John K. MI	Baker, John K. M	Tricare Regions	($72.49)	Colonial Neurolog	59	55899	1/21/2016

95886	Baker, John K. MI	Baker, John K. MI	Tricare Regions	($72.49)	Colonial Neurolog	59	26455	2/4/2016
95886	Baker, John K. MI	Baker, John K. MI	Tricare Regions	($84.49)	Colonial Neurolog	59	144788	1/18/2016
95886	Baker, John K. MI	Baker, John K. MI	Tricare Regions	($84.49)	Colonial Neurolog	59	146030	2/3/2016
95886	Baker, John K. MI	Baker, John K. MI	Tricare Regions	($156.99)	Colonial Neurolog	59	28670	2/2/2016
95886	Baker, John K. MI	Baker, John K. MI	Tricare Regions	($168.99)	Colonial Neurolog	59	22477	2/2/2016
95911	Baker, John K. MI	Baker, John K. MI	Tricare Regions	($217.44)	Colonial Neurolog		145805	2/16/2016
95911	Baker, John K. MI	Baker, John K. MI	Tricare Regions	($217.44)	Colonial Neurolog		146030	2/3/2016
95911	Baker, John K. MI	Baker, John K. MI	Tricare Regions	($217.44)	Colonial Neurolog		140635	1/19/2016
95911	Baker, John K. MI	Baker, John K. MI	Tricare Regions	($217.44)	Colonial Neurolog		144763	1/19/2016
95911	Baker, John K. MI	Baker, John K. MI	Tricare Regions	($217.44)	Colonial Neurolog		144788	1/18/2016
95911	Baker, John K. MI	Baker, John K. MI	Tricare Regions	($217.44)	Colonial Neurolog		55899	1/21/2016
95911	Baker, John K. MI	Baker, John K. MI	Tricare Regions	($217.44)	Colonial Neurolog		28670	2/2/2016
95911	Baker, John K. MI	Baker, John K. MI	Tricare Regions	($217.44)	Colonial Neurolog		26455	2/4/2016
95911	Baker, John K. MI	Baker, John K. MI	Tricare Regions	($217.44)	Colonial Neurolog		22477	2/2/2016
95913	Baker, John K. MI	Baker, John K. MI	Tricare Regions	($275.96)	Colonial Neurolog		141707	1/18/2016
95921	Baker, John K. MI	Baker, John K. MI	Tricare Regions	($81.42)	Colonial Neurolog	59	143699	12/23/2015
95951	Baker, John K. MI	Baker, John K. MI	Tricare Regions	($311.14)	Colonial Neurolog	26	143042	12/18/2015
95951	Baker, John K. MI	Baker, John K. MI	Tricare Regions	($311.14)	Colonial Neurolog	26	33849	12/11/2015
95951	Baker, John K. MI	Baker, John K. MI	Tricare Regions	($311.14)	Colonial Neurolog	26	125729	12/11/2015
95951	Baker, John K. MI	Baker, John K. MI	Tricare Regions	($311.14)	Colonial Neurolog	26	132380	12/7/2015
95951	Baker, John K. MI	Baker, John K. MI	Tricare Regions	($311.14)	Colonial Neurolog	26	137525	12/17/2015
95951	Baker, John K. MI	Baker, John K. MI	Tricare Regions	($622.28)	Colonial Neurolog	2,676	33849	12/11/2015
95951	Baker, John K. MI	Baker, John K. MI	Tricare Regions	($622.28)	Colonial Neurolog	2,676	125729	12/11/2015
95951	Baker, John K. MI	Baker, John K. MI	Tricare Regions	($622.28)	Colonial Neurolog	2,676	132380	12/7/2015
95951	Baker, John K. MI	Baker, John K. MI	Tricare Regions	($622.28)	Colonial Neurolog	2,676	137525	12/17/2015
95951	Baker, John K. MI	Baker, John K. MI	Tricare Regions	($622.28)	Colonial Neurolog	2,676	143042	12/18/2015
95951	Baker, John K. MI	Baker, John K. MI	Wellcare Health I	($222.48)	Colonial Neurolog	26	106427	11/30/2015
95951	Baker, John K. MI	Baker, John K. MI	Wellcare Health I	($222.48)	Colonial Neurolog	26	106427	12/1/2015
95951	Baker, John K. MI	Baker, John K. MI	Wellcare Health I	($222.48)	Colonial Neurolog	26	106427	12/2/2015
95860	Baker, John K. MI	Brandt, Thomas [	No Insurance Co	($7.82)	Colonial Family P		40276	7/1/2014
95870	Baker, John K. MI	Brandt, Thomas [	No Insurance Co	($16.25)	Colonial Family P		40276	7/1/2014
95886	Baker, John K. MI	Ford, Danny H. M	No Insurance Co	($9.00)	Colonial Neurolog		36062	10/29/2015
95911	Baker, John K. MI	Ford, Danny H. M	No Insurance Co	($171.00)	Colonial Neurolog		36062	10/29/2015
95886	Baker, John K. MI	Grunsky, Mitchell	Medicare	($135.90)	Colonial Neurolog		122805	2/4/2016
95911	Baker, John K. MI	Grunsky, Mitchell	Medicare	($173.65)	Colonial Neurolog		122805	2/4/2016
95912	Baker, John K. MI	Grunsky, Mitchell	No Insurance Co	($25.00)	Colonial Neurolog		79212	1/20/2016

95912	Baker, John K. MI	Judy, Carrie A. M	No Insurance Co	($82.84)	Colonial Neurolog	123299	12/3/2015
95886	Baker, John K. MI	Leonard, Jason M	AARP	($68.03)	Colonial Neurolog	77452	1/7/2016
95911	Baker, John K. MI	Leonard, Jason M	AARP	($44.30)	Colonial Neurolog	77452	1/7/2016
95886	Baker, John K. MI	Leonard, Jason M	Advicare	($91.68)	Colonial Neurolog	33772	1/19/2016
95911	Baker, John K. MI	Leonard, Jason M	Advicare	($112.16)	Colonial Neurolog	33772	1/19/2016
95886	Baker, John K. MI	Leonard, Jason M	Aetna	($78.78)	Colonial Neurolog	39014	1/21/2016
95911	Baker, John K. MI	Leonard, Jason M	Aetna	($148.33)	Colonial Neurolog	39014	1/21/2016
95909	Baker, John K. MI	Leonard, Jason M	BCBS Federal	($68.00)	Colonial Neurolog	28993	1/27/2016
95885	Baker, John K. MI	Leonard, Jason M	BCBS State	($18.90)	Colonial Neurolog	79943	1/18/2016
95886	Baker, John K. MI	Leonard, Jason M	BCBS State	($86.67)	Colonial Neurolog	79943	1/18/2016
95911	Baker, John K. MI	Leonard, Jason M	BCBS State	($44.30)	Colonial Neurolog	79943	1/18/2016
95813	Baker, John K. MI	Leonard, Jason M	Bluechoice	($373.44)	Colonial Neurolog	143651	1/21/2016
95819	Baker, John K. MI	Leonard, Jason M	Medicare	($301.90)	Colonial Neurolog	27357	2/2/2016
95885	Baker, John K. MI	Leonard, Jason M	Medicare	($35.54)	Colonial Neurolog	79943	1/18/2016
95886	Baker, John K. MI	Leonard, Jason M	Medicare	($18.27)	Colonial Neurolog	77452	1/7/2016
95886	Baker, John K. MI	Leonard, Jason M	Medicare	($135.90)	Colonial Neurolog	40879	1/19/2016
95911	Baker, John K. MI	Leonard, Jason M	Medicare	($173.65)	Colonial Neurolog	40879	1/19/2016
95911	Baker, John K. MI	Leonard, Jason M	Medicare	($173.65)	Colonial Neurolog	77452	1/7/2016
95911	Baker, John K. MI	Leonard, Jason M	Medicare	($173.65)	Colonial Neurolog	79943	1/18/2016
95911	Baker, John K. MI	Leonard, Jason M	No Insurance Co	($19.66)	Colonial Neurolog	63022	9/17/2015
95912	Leonard, Jason M	Leonard, Jason M	No Insurance Co	($12.00)	Colonial Neurolog	37654	12/15/2015
95912	Leonard, Jason M	Leonard, Jason M	No Insurance Co	($50.00)	Colonial Neurolog	37797	5/6/2015
95886	Baker, John K. MI	Leonard, Jason M	Tricare For Life	($167.47)	Colonial Neurolog	27358	1/4/2016
95912	Baker, John K. MI	Leonard, Jason M	Tricare For Life	($49.67)	Colonial Neurolog	27358	1/4/2016
95908	Baker, John K. MI	Leonard, Jason M	Tricare Regions	($115.92)	Colonial Neurolog	129276	1/19/2016
95911	Baker, John K. MI	Leonard, Jason M	Tricare Regions	($205.44)	Colonial Neurolog	76420	1/21/2016
95912	Baker, John K. MI	Leonard, Jason M	Tricare Regions	($231.06)	Colonial Neurolog	20965	1/20/2016
95886	Baker, John K. MI	Lowder, Clayton F	AARP	($34.66)	Colonial Neurolog	14944	12/21/2015
95911	Baker, John K. MI	Lowder, Clayton F	AARP	($44.60)	Colonial Neurolog	14944	12/21/2015
95886	Baker, John K. MI	Lowder, Clayton F	Aetna	($9.42)	Colonial Neurolog	9511	1/4/2016
95886	Baker, John K. MI	Lowder, Clayton F	BCBS State	($34.67)	Colonial Neurolog	1362	1/7/2016
95911	Baker, John K. MI	Lowder, Clayton F	BCBS State	($44.30)	Colonial Neurolog	1362	1/7/2016
95911	Baker, John K. MI	Lowder, Clayton F	BCBS State	($281.25)	Colonial Neurolog	7816	1/14/2016
95886	Baker, John K. MI	Lowder, Clayton F	Coventry (First H	($85.36)	Colonial Neurolog	2691	1/7/2016
95911	Baker, John K. MI	Lowder, Clayton F	Coventry (First H	($44.30)	Colonial Neurolog	2691	1/7/2016
95819	Baker, John K. MI	Lowder, Clayton F	Medicare	($301.90)	Colonial Neurolog	24809	1/13/2016

95886	Baker, John K. MI	Lowder, Clayton F	Medicare	($67.95)	Colonial Neurolog	27658	1/18/2016
95886	Baker, John K. MI	Lowder, Clayton F	Medicare	($86.22)	Colonial Neurolog	2691	1/7/2016
95886	Baker, John K. MI	Lowder, Clayton F	Medicare	($135.89)	Colonial Neurolog	14944	12/21/2015
95886	Baker, John K. MI	Lowder, Clayton F	Medicare	($135.90)	Colonial Neurolog	13801	2/4/2016
95886	Baker, John K. MI	Lowder, Clayton F	Medicare	($135.90)	Colonial Neurolog	1362	1/7/2016
95886	Baker, John K. MI	Lowder, Clayton F	Medicare	($135.90)	Colonial Neurolog	81659	2/1/2016
95911	Baker, John K. MI	Lowder, Clayton F	Medicare	($111.46)	Colonial Neurolog	1440	1/19/2016
95911	Baker, John K. MI	Lowder, Clayton F	Medicare	($173.65)	Colonial Neurolog	1362	1/7/2016
95911	Baker, John K. MI	Lowder, Clayton F	Medicare	($173.65)	Colonial Neurolog	13801	2/4/2016
95911	Baker, John K. MI	Lowder, Clayton F	Medicare	($173.65)	Colonial Neurolog	2691	1/7/2016
95911	Baker, John K. MI	Lowder, Clayton F	Medicare	($173.65)	Colonial Neurolog	27658	1/18/2016
95911	Baker, John K. MI	Lowder, Clayton F	Medicare	($173.65)	Colonial Neurolog	81659	2/1/2016
95911	Baker, John K. MI	Lowder, Clayton F	Medicare	($174.85)	Colonial Neurolog	14944	12/21/2015
95911	Baker, John K. MI	Lowder, Clayton F	Molina Healthcar	($112.16)	Colonial Neurolog	42823	1/13/2016
95886	Baker, John K. MI	Lowder, Clayton F	MS Bankers Life	($17.33)	Colonial Neurolog	27658	1/18/2016
95911	Baker, John K. MI	Lowder, Clayton F	MS Bankers Life	($44.30)	Colonial Neurolog	27658	1/18/2016
95870	Baker, John K. MI	Lowder, Clayton F	No Insurance Co	($13.35)	Colonial Family P	63633	8/7/2012
95911	Baker, John K. MI	Lowder, Clayton F	No Insurance Co	($44.60)	Colonial Neurolog	1443	11/18/2015
95911	Lowder, Clayton F	Lowder, Clayton F	No Insurance Co	($124.36)	Colonial Neurolog	16863	1/19/2016
95886	Baker, John K. MI	Lowder, Clayton F	Tricare For Life	($34.67)	Colonial Neurolog	13801	2/4/2016
95886	Baker, John K. MI	Lowder, Clayton F	Tricare For Life	($85.36)	Colonial Neurolog	15523	1/4/2016
95911	Baker, John K. MI	Lowder, Clayton F	Tricare For Life	($44.30)	Colonial Neurolog	15523	1/4/2016
95911	Baker, John K. MI	Lowder, Clayton F	Tricare For Life	($44.30)	Colonial Neurolog	13801	2/4/2016
95911	Baker, John K. MI	Lowder, Clayton F	Tricare Regions	($31.25)	Colonial Neurolog	7816	1/14/2016
95912	Baker, John K. MI	Lowder, Clayton F	Tricare Regions	($231.06)	Colonial Neurolog	8984	1/19/2016
95886	Baker, John K. MI	Lucas, Thomas L	AARP	($34.66)	Colonial Neurolog	77192	12/21/2015
95911	Baker, John K. MI	Lucas, Thomas L	AARP	($44.60)	Colonial Neurolog	77192	12/21/2015
95911	Baker, John K. MI	Lucas, Thomas L	BCBS Of SC	($128.25)	Colonial Neurolog	132108	10/13/2015
95816	Baker, John K. MI	Lucas, Thomas L	Medicare	($214.64)	Colonial Neurolog	8440	1/20/2016
95861	Lucas, Thomas L.	Lucas, Thomas L	No Insurance Co	($20.00)	Colonial Family P	64391	9/2/2014
95911	Baker, John K. MI	Lucas, Thomas L	No Insurance Co	($5.64)	Colonial Neurolog	32447	9/10/2015
95911	Baker, John K. MI	Lucas, Thomas L	No Insurance Co	($31.15)	Colonial Neurolog	86037	12/17/2014
95912	Lucas, Thomas L.	Lucas, Thomas L	No Insurance Co	($20.00)	Colonial Neurolog	100163	10/14/2015
95910	Baker, John K. MI	Mahr, Christophe	BCBS Of SC	($117.00)	Colonial Neurolog	83466	1/20/2016
95912	Baker, John K. MI	Mahr, Christophe	BCBS Of SC	($209.64)	Colonial Neurolog	140917	1/6/2016
95819	Baker, John K. MI	Mahr, Christophe	BCBS State	($230.57)	Colonial Neurolog	73091	1/20/2016

95886	Baker, John K. MI	Mahr, Christophe	Cigna	($17.61)	Colonial Neurolog	45430	1/21/2016
95911	Baker, John K. MI	Mahr, Christophe	Cigna	($22.51)	Colonial Neurolog	45430	1/21/2016
95816	Baker, John K. MI	Mahr, Christophe	CIP UHC Medica	($264.32)	Colonial Neurolog	133098	1/27/2016
95886	Baker, John K. MI	Mahr, Christophe	Medicaid	($42.52)	Colonial Neurolog	38079	1/6/2016
95911	Baker, John K. MI	Mahr, Christophe	Medicaid	($104.02)	Colonial Neurolog	38079	1/6/2016
95816	Baker, John K. MI	Mahr, Christophe	Medicare	($226.65)	Colonial Neurolog	145200	1/28/2016
95886	Baker, John K. MI	Mahr, Christophe	Medicare	($5.75)	Colonial Neurolog	144426	1/18/2016
95886	Baker, John K. MI	Mahr, Christophe	Medicare	($5.75)	Colonial Neurolog	38383	2/2/2016
95886	Baker, John K. MI	Mahr, Christophe	Medicare	($112.44)	Colonial Neurolog	144104	1/6/2016
95886	Baker, John K. MI	Mahr, Christophe	Medicare	($135.90)	Colonial Neurolog	45430	1/21/2016
95886	Baker, John K. MI	Mahr, Christophe	Medicare	($135.90)	Colonial Neurolog	72859	2/4/2016
95911	Baker, John K. MI	Mahr, Christophe	Medicare	($173.65)	Colonial Neurolog	72859	2/4/2016
95911	Baker, John K. MI	Mahr, Christophe	Medicare	($173.65)	Colonial Neurolog	45430	1/21/2016
95911	Baker, John K. MI	Mahr, Christophe	Medicare	($173.65)	Colonial Neurolog	38383	2/2/2016
95911	Baker, John K. MI	Mahr, Christophe	Medicare	($173.65)	Colonial Neurolog	144426	1/18/2016
95911	Baker, John K. MI	Mahr, Christophe	Medicare	($173.65)	Colonial Neurolog	144104	1/6/2016
95886	Baker, John K. MI	Mahr, Christophe	MS Bankers Life	($11.61)	Colonial Neurolog	38355	1/5/2016
95819	Baker, John K. MI	Mahr, Christophe	No Insurance Co	($0.61)	Colonial Family P	71510	2/26/2014
95819	Baker, John K. MI	Mahr, Christophe	No Insurance Co	($25.62)	Colonial Neurolog	73091	1/20/2016
95886	Baker, John K. MI	Mahr, Christophe	No Insurance Co	($31.33)	Colonial Neurolog	123485	4/15/2015
95912	Baker, John K. MI	Mahr, Christophe	No Insurance Co	($17.42)	Colonial Neurolog	139268	12/1/2015
95886	Baker, John K. MI	Mahr, Christophe	Tricare For Life	($34.67)	Colonial Neurolog	72859	2/4/2016
95886	Baker, John K. MI	Mahr, Christophe	Tricare For Life	($58.61)	Colonial Neurolog	144104	1/6/2016
95911	Baker, John K. MI	Mahr, Christophe	Tricare For Life	($44.30)	Colonial Neurolog	144104	1/6/2016
95911	Baker, John K. MI	Mahr, Christophe	Tricare For Life	($44.30)	Colonial Neurolog	72859	2/4/2016
95909	Baker, John K. MI	Mahr, Christophe	Tricare Regions	($125.38)	Colonial Neurolog	37396	1/21/2016
95886	Baker, John K. MI	Meyers, Edward J	AARP	($117.07)	Colonial Neurolog	58729	1/5/2016
95911	Baker, John K. MI	Meyers, Edward J	AARP	($44.30)	Colonial Neurolog	58729	1/5/2016
95911	Baker, John K. MI	Meyers, Edward J	BCBS Of SC	($171.00)	Colonial Neurolog	11146	1/21/2016
95912	Baker, John K. MI	Meyers, Edward J	BCBS State	($77.76)	Colonial Neurolog	17118	1/13/2016
95911	Baker, John K. MI	Meyers, Edward J	No Insurance Co	($20.00)	Colonial Neurolog	74428	11/17/2015
95912	Baker, John K. MI	Meyers, Edward J	No Insurance Co	($35.00)	Colonial Family P	76936	1/23/2013
95912	Meyers, Edward J	Meyers, Edward J	No Insurance Co	($12.00)	Colonial Neurolog	32569	7/30/2015
95912	Baker, John K. MI	Pridgen, Kaoru M	Advicare	($131.59)	Colonial Neurolog	143041	1/11/2016
95886	Baker, John K. MI	Pridgen, Kaoru M	Medicare	($135.90)	Colonial Neurolog	98075	1/21/2016
95911	Baker, John K. MI	Pridgen, Kaoru M	Medicare	($173.65)	Colonial Neurolog	98075	1/21/2016

95911	Baker, John K. MI	Reisenauer, Kimb	No Insurance Co	($50.00)	Colonial Neurolog	102523	1/26/2016
95912	Baker, John K. MI	Soto, Carlos A. M	Advicare	($131.59)	Colonial Neurolog	125995	1/11/2016
95911	Baker, John K. MI	Soto, Carlos A. M	BCBS State	($70.18)	Columbia- Coloni	140379	1/25/2016
95912	Baker, John K. MI	Soto, Carlos A. M	BCBS State	($329.56)	Columbia- Coloni	140379	1/25/2016
95910	Baker, John K. MI	Soto, Carlos A. M	CIP UHC Medica	($143.60)	Columbia- Coloni	74553	1/11/2016
95912	Baker, John K. MI	Soto, Carlos A. M	Molina Healthcar	($131.59)	Colonial Neurolog	104556	1/25/2016
95909	Baker, John K. MI	Soto, Carlos A. M	No Insurance Co	($50.00)	Colonial Neurolog	57017	1/25/2016
95910	Baker, John K. MI	Soto, Carlos A. M	No Insurance Co	($35.00)	Columbia- Coloni	74553	1/11/2016
95911	Baker, John K. MI	Soto, Carlos A. M	No Insurance Co	($2.00)	Colonial Neurolog	141219	11/16/2015
95912	Baker, John K. MI	Soto, Carlos A. M	No Insurance Co	($209.64)	Colonial Neurolog	106125	1/11/2016
95816	Baker, John K. MI	Stewart, Ike C. MI	AARP	($67.43)	Colonial Neurolog	118513	1/12/2016
95886	Baker, John K. MI	Stewart, Ike C. MI	AARP	($17.33)	Colonial Neurolog	37464	1/7/2016
95911	Baker, John K. MI	Stewart, Ike C. MI	AARP	($44.30)	Colonial Neurolog	37464	1/7/2016
95911	Baker, John K. MI	Stewart, Ike C. MI	BCBS Of SC	($171.00)	Colonial Neurolog	124243	1/12/2016
95886	Baker, John K. MI	Stewart, Ike C. MI	BCBS State	($17.33)	Colonial Neurolog	28708	1/18/2016
95911	Baker, John K. MI	Stewart, Ike C. MI	BCBS State	($44.30)	Colonial Neurolog	28708	1/18/2016
95910	Baker, John K. MI	Stewart, Ike C. MI	Care Improveme	($143.60)	Colonial Neurolog	76460	1/19/2016
95819	Baker, John K. MI	Stewart, Ike C. MI	CIP UHC Medica	($301.90)	Colonial Neurolog	129724	1/21/2016
95912	Baker, John K. MI	Stewart, Ike C. MI	CIP UHC Medica	($194.69)	Colonial Neurolog	143360	1/12/2016
95816	Baker, John K. MI	Stewart, Ike C. MI	Medicare	($264.32)	Colonial Neurolog	118513	1/12/2016
95886	Baker, John K. MI	Stewart, Ike C. MI	Medicare	($67.95)	Colonial Neurolog	28708	1/18/2016
95886	Baker, John K. MI	Stewart, Ike C. MI	Medicare	($67.95)	Colonial Neurolog	37464	1/7/2016
95886	Stewart, Ike C. MI	Stewart, Ike C. MI	Medicare	($102.54)	Colonial Neurolog	42250	2/4/2016
95886	Baker, John K. MI	Stewart, Ike C. MI	Medicare	($114.49)	Colonial Neurolog	35507	1/18/2016
95886	Baker, John K. MI	Stewart, Ike C. MI	Medicare	($135.90)	Colonial Neurolog	31641	1/7/2016
95911	Baker, John K. MI	Stewart, Ike C. MI	Medicare	($173.65)	Colonial Neurolog	28708	1/18/2016
95911	Baker, John K. MI	Stewart, Ike C. MI	Medicare	($173.65)	Colonial Neurolog	35507	1/18/2016
95911	Baker, John K. MI	Stewart, Ike C. MI	Medicare	($173.65)	Colonial Neurolog	37464	1/7/2016
95911	Stewart, Ike C. MI	Stewart, Ike C. MI	Medicare	($173.65)	Colonial Neurolog	42250	2/4/2016
95912	Baker, John K. MI	Stewart, Ike C. MI	Medicare	($194.69)	Colonial Neurolog	31641	1/7/2016
95910	Stewart, Ike C. MI	Stewart, Ike C. MI	United Healthcar	($26.66)	Colonial Neurolog	22647	1/21/2016
95886	Baker, John K. MI	Whaley, David G.	BCBS Federal	($167.47)	Colonial Neurolog	16563	1/6/2016
95911	Baker, John K. MI	Whaley, David G.	BCBS Federal	($44.30)	Colonial Neurolog	16563	1/6/2016
95819	Whaley, David G.	Whaley, David G.	BCBS Of SC	($136.00)	Colonial Neurolog	21406	1/13/2016
95886	Baker, John K. MI	Whaley, David G.	BCBS Of SC	($0.80)	Colonial Neurolog	17047	1/26/2016
95911	Baker, John K. MI	Whaley, David G.	BCBS Of SC	($136.80)	Colonial Neurolog	17047	1/26/2016

95912	Baker, John K. MI	Whaley, David G.	BCBS Of SC	($167.72)	Colonial Neurolog	17047	1/26/2016
95819	Whaley, David G.	Whaley, David G.	No Insurance Co	($12.00)	Colonial Neurolog	21127	1/27/2016
95912	Whaley, David G.	Whaley, David G.	No Insurance Co	($12.00)	Colonial Neurolog	21192	12/1/2015
95912	Baker, John K. MI	Whaley, David G.	No Insurance Co	($41.93)	Colonial Neurolog	5504	6/17/2015
95912	Baker, John K. MI	Whaley, David G.	No Insurance Co	($209.64)	Colonial Neurolog	11175	12/23/2015
95819	Whaley, David G.	Whaley, David G.	Tricare Regions	($330.63)	Colonial Neurolog	21127	1/27/2016
Grand Total:				**($50,625.57)**			

Lyndey R. Z. Bryant

From: Lauren Thompson
Sent: Friday, March 25, 2016 9:24 PM
To: Thomas Watson
Cc: David Wood
Subject: Re: January and February baker Reports

That's my mistake- meant to sent to david and Paul - please disregard

Sent from my iPhone

On Mar 25, 2016, at 9:03 PM, Thomas Watson <thomas.watson@colonialfamilypractice.com> wrote:

> What is this all about? I'm confused on why you sent just Baker???
>
> TW
>
> Sent from Thomas Watson's iPhone
>
> On Mar 25, 2016, at 9:15 AM, Lauren Thompson <lauren.thompson@colonialfamilypractice.com> wrote:

Lauren Thompson
Practice Administrator
Colonial Healthcare
325 Broad Street
Sumter, SC 29150

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<Baker reports - 02.2016.xls>

<Baker Reprot 01.2016.xls>

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Lyndey R. Z. Bryant

From: James Hunt <jameshuntpa@yahoo.com>
Sent: Monday, March 28, 2016 7:09 PM
To: Thomas Watson
Cc: Lauren Thompson
Subject: James B. Hunt, PA-C
Attachments: Letter to Tom Watson.docx

Hi Lauren.
I sent Mr. Watson a text regarding this letter I sent to him last week. He told me that the email I used wasn't his email and that I should forward inquiries to you and I'm assuming you will forward them to him.

Original Message:

I Hi Mr. Watson.

I hope all is well with you. I would greatly appreciate if you took a few minutes to read the attachment. I hope hear back from you soon regarding this matter.

James B. Hunt, PA-C

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March 25, 2016

Mr. Tom Watson

Colonial Family Practice

Dear Mr. Watson,

My name is James B. Hunt. You and I met briefly one day when you came to have lunch with Dr. Soto at the Columbia office. I'm writing to you in hope that you will get to know me a little and to address what's going on with me as a Physician Assistant with Colonial Family Practice.

I was hired by CFP in July 2014. I was told that I was being hired to work urgent care in Columbia by Lissa Lara, a former employee. The goal was for me to work in Sumter for approximately three months and then I would be placed in the Columbia office. Well, that three months turned into 14 months. I drove 1 hour and 15 minutes one way from Irmo, SC to Sumter approximately four times per week. There were times when I wouldn't leave Sumter until 9:30 or 10:00 at night to go home and have to be back the next day. Because I wanted to be as helpful as I could, I endured and in September 2015, Dr. Lowder moved me to the Columbia office.

Since moving to the Columbia office, things haven't gone well for me in terms of patient volume. I expected things to be slow for the first few months, as it was, but it hasn't improved for me. When the volume for me started to improve, Dr. Morris was hired because they wanted another PCP in the office. The numbers dropped for me again. On top of that, now that Dr. Pridgen and Dr. Soto want to see their own walk-ins, I'm assuming it is to help them achieve their quarterly bonuses and Dr. Morris seeing new walk-ins to increase his patient base, I'm relegated to seeing the overflow. That's approximately 3-4 patients a day on average. It's extremely difficult to sit here all day and see such few patients. I want the opportunity to increase my income by getting a bonus just as the other providers without having a two and a half hour commute to and from Sumter to do it. That's never going to happen for me anytime soon. As a mid-level, I have begun to feel that I am an afterthought when decisions are being made. I feel like I'm waiting for someone to throw me a bone. (Seeing patients when the doctors are out of the office or just too busy to keep up) I hate feeling this way.

I know most people wouldn't mind sitting all day and getting paid for doing nothing but I'm not that kind of guy. Since I have been with Colonial, I have done whatever I could to be helpful in any way when needed. I have called out sick once or twice since I've been with the practice. I pride myself giving my best in all that I do and being an honest guy. Honestly speaking, I truly don't want to be here anymore. It's nothing personal against anyone. Everyone has been good to me and I think for the most part, fair. I just feel that the practice is moving in a certain direction and I will not fit in. In saying that, I have an odd request.

Mr. Watson, if I could afford to quit, I would. It would be with notice. I wouldn't feel good about myself leaving anyone in a tough situation. The truth is, with paying college tuition for my daughter and my enormous amount of student loan debt, I can't just quit without putting my

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family on the street. Of course that wouldn't happen. I would sacrifice other things before that happened. So, I am requesting you eliminate my position and pay me out. This will give me the time to find employment and maintain my household expenses without putting myself into a stressful situation. I will be able to move on and CFP can move on as well. I just don't want to leave on bad terms. Other than the reasons stated previously, I have no issues. Again, I know this is a strange request but I hope you understand my situation and will make a decision on this soon. This would truly be a help to me.

Thank you for your time.

Sincerely,

James B. Hunt, PA-C

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Lyndey R. Z. Bryant

From: Tom Watson <twwatsonceo@gmail.com>
Sent: Tuesday, April 12, 2016 7:36 AM
To: dave@varsityhealthcarepartners.com
Cc: Thomas Watson
Subject: Re: Updated Invitation: FCP Board of Directors Meeting @ Wed May 4, 2016 1pm - 2pm (twwatsonceo@gmail.com)

Just checking - did you level set with Gary? Did you offer him some amount of equity, but tell him it might be premature (given early stage with Clay) to have him join us on 5/4 board meeting?

I want to make sure we are considerate, and have given him "some" kind of communication update.

Tom

Sent from Thomas Watson's iPhone

On Apr 4, 2016, at 8:23 AM, dave@varsityhealthcarepartners.com wrote:

> I am contacting Gary this week but I don't want to drop this on Clay yet given we are still building our credibility on RCM and this is a delicate time. We need to be very careful on something like this with our rela with Clay and the MDs.
>
> I also just want to make sure you and I are perfectly on same page with what Gary is going to be asked to do, as still sort of trying to understand whether we are going to ask Clay to report to him or whether we are just resourcing Clay from Board level.
>
> Varsity Healthcare Partners
> 1875 Century Park East, #1980
> Los Angeles, CA 90067
> T: 310 564 2683
> M: 310 405 3344
>
> On Apr 1, 2016, at 11:25 AM, Thomas Watson <twwatsonceo@gmail.com> wrote:
>
> > This invite reminded me ... did you catch up with Dr. Gary Katz on board seat? Have you mentioned bringing him on to Clay? I would like to have Gary there on 5/4 if possible (I like the idea of starting out with him, so no catch up).
> >
> > TW
> >
> > On Fri, Apr 1, 2016 at 12:45 PM, David Alpern <dave@varsityhealthcarepartners.com> wrote:

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Lyndey R. Z. Bryant

From: Thomas Watson
Sent: Thursday, April 28, 2016 7:56 PM
To: Clay Lowder; Lauren Thompson; Renee Anderson; Ashley Shirley
Cc: Paul Miller
Subject: Empowered

Importance: High

All: In the last few days I have reflected on the doc hiring process, and wanted to provide some more clarity. It is common for things to feel a little awkward early in the life of an investment like the one VHP / I made in Colonial as new players come onto the scene, and folks try to understand who they should consult for various decisions, etc.

We will get into what I call an "operating rhythem as I've said before … but perhaps it will help if I clarify how hiring docs / providers should work.

- Clay – full authority providers to hire, and given our prior discussions around pay ranges, if you're intent is to offer a doc or mid-level a role in that zone then there is no request for approval (from me or Paul) needed
- Generally the only docs that will be granted equity upfront, in year one, are proven top performers who are coming in as a part of a new acquisition. In 2016 the right process will be for Clay, Tom and Paul to confer and determine if investment opportunity should be made available, and then we should alert VHP of our unified position. These docs should be provided the updated contract version that largely mirrors the 9 partner / shareholder docs (the one that Patrick finalized for us a month or so ago).
- All other providers (both docs and mid-levels) that are not being granted investment rights upfront should get a contract similar to those previously in place at Colonial before the VHP acquisition. Modification of the terms is in Clay's hands as he / Renee negotiates with the respective provider.
- Lauren should be "kept in the know" in all cases, from site opening to replacement provider need. I would suggest she should also be routinely on the interview slate.
- Ashley's role is coordination for Clay, and to the extent Clay wants Ashley involved in interviews that is fine (and totally his call).
- Renee needs to be kept apprised of our Budget, and specifically our growth plans (and I'll take responsibility for that). A board meeting is being held on 5/4, and coming out of that session we will have targets for the number of acquisitions we need to strive to hit this year [I currently think it is two tuck-ins; plus one larger platform deal] In addition, our Budget will specify the number of provider hires we should make, which would include hires needed to operate a sustainable Peds business, the build-out of Columbia, and perhaps squeezing into a few other existing sites additional providers who would ideally move to the second Hub site with the timing tied to the JV plan. It seems like we will be staffing Fort Mill as a family practice, but that de novo process requires capital for the build-out so it means we need to get board approval (so stay tuned). **I expect to come out of the board meeting with approval on capital spend and the exact number of docs expected to be hired in 2016 as a goal <u>minimum</u>.** To the extent we exceed the doc hiring goal, by doing things like staffing the site at Fairfield Memorial Hospital that is even better!

I would add, decisions such as how to engage Dr. Meyers for stepping in to help ensure the Columbia UC is well run (so patients actually have a good experience and we rebuild our reputation and volume) is up to Clay and Lauren. There is no need to consult me or Paul. I trust you two will be frugal, and will make good decisions.

My bias is for us to move fast … faster. I subscribe to the Colin Powel philosophy that is easier to ask for forgiveness than permission. You should feel empowered, and in fact, are empowered. Our overarching goal is TO PROFITABLY GROW this business, so if your actions align with that goal then you are taking the right action.

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TW

Thomas W. Watson
Chief Executive Officer
Colonial Healthcare
325 Broad Street, Suite 100
Sumter, SC 29150
Cell: 614-743-6467
Thomas.Watson@colonialfamilypractice.com

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Lyndey R. Z. Bryant

From: Thomas Watson
Sent: Thursday, May 12, 2016 6:10 PM
To: Clay Lowder
Cc: Dave Alpern
Subject: Granting Doc Equity Buy-In Rights

Clay, Dave called me today and we spoke about how to structure a program that was objective (as you and I discussed), with "guidelines" including criteria to qualify for consideration around the opportunity to buy-in. He needs to check on a few things that the lawyers ought to advise us on ... but I wanted to assure you progress is being made already. I'll follow-up next week with more details.

TW

P.S. I stopped over to see Dr. Baker as I mentioned was my plan. He was backed-up about 1 hour, so I waited in the hall just to shake his hand and let him know we are on it, and how important he is to me/us.

Sent from Thomas Watson's iPhone

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Lyndey R. Z. Bryant

From: dave@varsityhealthcarepartners.com
Sent: Thursday, May 12, 2016 6:14 PM
To: Thomas Watson
Cc: Clay Lowder
Subject: Re: Granting Doc Equity Buy-In Rights

I am on this. Just need to refresh my understanding of the "accredited investor" requirements, which are tied to MD income over 3 years and net worth (we went through this in eye care when we first set up program). I also am going to get you guys copies of the document and cover letter we used in EyeCare so you can see what we provided to MDs.

Then I will circle back through Tom with some proposed concept of length of service and production thresholds; we can iterate and then involve clay to finalize.

Varsity Healthcare Partners
1875 Century Park East, #1980
Los Angeles, CA 90067
T: 310 564 2683
M: 310 405 3344

> On May 12, 2016, at 6:10 PM, Thomas Watson <thomas.watson@colonialfamilypractice.com> wrote:
>
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>
> Sent from Thomas Watson's iPhone

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Lyndey R. Z. Bryant

From: Clay Lowder <claylowder@yahoo.com>
Sent: Thursday, May 12, 2016 6:27 PM
To: dave@varsityhealthcarepartners.com
Cc: Thomas Watson
Subject: Re: Granting Doc Equity Buy-In Rights

Thanks
Baker just wants the plan in place June. I think it would be fine if we told him we allow buy in Jan 1.
Cannot lose him
Dr Pridgen came over and we had lunch today.
She wants to buy in too.
Not a huge producer but brings in over 700 k. Need to at least offer to her if she meets productivity.

Thanks

Clay

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>>

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>> Sent from Thomas Watson's iPhone

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Lyndey R. Z. Bryant

From: dave@varsityhealthcarepartners.com
Sent: Thursday, May 12, 2016 7:02 PM
To: Clay Lowder
Cc: Thomas Watson
Subject: Re: Granting Doc Equity Buy-In Rights

We can talk about sequencing; key is we want to top performers and keepers in the equity.

Varsity Healthcare Partners
1875 Century Park East, #1980
Los Angeles, CA 90067
T: 310 564 2683
M: 310 405 3344

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>>>
>>> Sent from Thomas Watson's iPhone
>

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Lyndey R. Z. Bryant

From: Thomas Watson
Sent: Thursday, May 12, 2016 8:32 PM
To: Paul Miller
Subject: Fwd: Granting Doc Equity Buy-In Rights

Just an FYI. Related - not sure if you ever went over the Cap Table with Jabs, but good to get you up-to-speed.

TW

Sent from Thomas Watson's iPhone

Begin forwarded message:

> **From:** Clay Lowder <claylowder@yahoo.com>
> **Date:** May 12, 2016 at 6:27:20 PM EDT
> **To:** <dave@varsityhealthcarepartners.com>
> **Cc:** Thomas Watson <thomas.watson@colonialfamilypractice.com>
> **Subject: Re: Granting Doc Equity Buy-In Rights**
>
> Thanks
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> Clay
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Sent from Thomas Watson's iPhone

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Lyndey R. Z. Bryant

From: Thomas Watson
Sent: Tuesday, May 17, 2016 8:09 AM
To: Dave Alpern
Subject: Physician Buy-in Criteria Thoughts

Physician Buy-in Criteria:

* Three years of experience with Colonial
* Performance, minimum TTM patient visit average of 550/month (reflective of clinical quality and service experience)
* Recommendation of CMO

Timing: July 1st each year an opportunity to buy-in / increase investment is available based on independently evaluated equity levels (Duff & Phelps, post completion of the annual audit). The investment is capped at $100k, with a minimum investment of $10k.

Once you pass me the legal considerations and provide some feedback on these criteria we can talk to Baker (Neurologist doc). He's anxious to hear back from us ... and definitely a keeper.

TW

Sent from Thomas Watson's iPhone

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Lyndey R. Z. Bryant

From: Thomas Watson
Sent: Tuesday, May 17, 2016 8:11 AM
To: Paul Miller
Subject: Fwd: Physician Buy-in Criteria Thoughts

Thinks about this a bit for me. Especially the visits level. See you in a couple of hours.

TW

Sent from Thomas Watson's iPhone

Begin forwarded message:

> **From:** <thomas.watson@colonialfamilypractice.com>
> **Date:** May 17, 2016 at 8:09:13 AM EDT
> **To:** Dave Alpern <dave@varsityhealthcarepartners.com>
> **Subject: Physician Buy-in Criteria Thoughts**
>
> Physician Buy-in Criteria:
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> Sent from Thomas Watson's iPhone

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Lyndey R. Z. Bryant

From: Thomas Watson
Sent: Tuesday, May 17, 2016 4:51 PM
To: David Alpern
Cc: claylowder@yahoo.com; Paul Miller; Michael Jablon
Subject: RE: Physician Buy-in Criteria Thoughts
Attachments: TTM Provider Visits 5-17-2016.pdf

This is great … appreciate you fast-tracking the cover memo!

I'll stay on the lookout for the rest of the documents.

In terms of the 550 visits, I think the simple math is $290 average charge per visits (all-in) times 550 visits per month times 12 months, which is $1.9M gross. Hence we are even over the $1M target.

Take a look at the trailing twelve months (TTM) data in the file Paul prepared for me (attached). I think we ought to stick with the 550 level with the idea that some folks will not be as productive as the 9 primary owner docs, who average 624 visits per month. We should write buy-in criteria "guideline" up as something that allows exceptions, which as you can see would have historically applied to Dr. Stewart, at 527. Also, some service lines like Neuro have lower volumes, but I think are profitable enough to justify an equity stake … *albeit I want Paul to do some additional work to confirm that product line P&L is as good as had been thought.*

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From: David Alpern [mailto:dave@varsityhealthcarepartners.com]
Sent: Tuesday, May 17, 2016 2:56 PM

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To: Thomas Watson <thomas.watson@colonialfamilypractice.com>
Subject: Re: Physician Buy-in Criteria Thoughts

I ran down the new rules on Accredited Investors with MLB; rules are minimum gross individual comp of $200K for preceding 2 years or $300K in aggregate (with spouse) OR minimum net worth of $1M, not including the primary residence. I think the guys we are targeting should be comfortably above the $200K (if the goal is top performers), which again sort of implies $1M of gross production if you use 20% as the approximate ultimate % of collections that our MDs capture under the formula [$200K/20%]. This includes ancillaries, so I just want to make sure that maps to your 550 visits benchmark, meaning at 550 visits/month would that MD hit a total collections target of $1M, including ancillaries? Confirm back to me on this.

I agree on July [earliest is really May, as third party valuation of the equity will be done and approved by Board, which protects against minority shareholder law suits] and agree on $100K cap, although note that we can move that cap up/down annually at the discretion of the Board.

I asked MLB to pass along the ESP and begin drafting FCP documents; I will get you cover memo as a means of something you can speak to with Baker, but call me if you want the talking points.

David A. Alpern
1875 Century Park East, Suite #1980
Los Angeles, CA 90067
Mobile: 310-405-3344
Office: 310-564-2683

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> On May 17, 2016, at 5:09 AM, Thomas Watson <thomas.watson@colonialfamilypractice.com> wrote:
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>
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> Sent from Thomas Watson's iPhone

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Visit Summary

	3 Mos Avg Visits per Month	6 Mos Avg Visits per Month	TTM Avg Visits per Month
Grunsky	670	653	637
Leonard	648	623	641
Lowder	694	638	615
Lucas	625	612	634
Mahr	600	609	623
Meyers	791	742	723
Soto	631	608	625
Stewart	544	512	527
Whaley	574	574	588
Subtotal	642	619	624
Aldrich	518	508	498
Baker	413	381	365
Bista	321	262	131
Cox	362	336	189
Davies	2	1	1
Ham	315	210	114
Heyward	226	236	150
Hoshour	240	254	252
Hunt	116	101	137
Judy	298	280	260
Kaylor	4	2	1
Morgan	209	156	78
Morris	233	192	96
Myers	184	123	61
Pridgen	430	425	419
Reisenauer	136	136	147
Residents	17	31	107
Robinson	168	115	58
Spellman	405	392	402
Stukes	163	174	190

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Lyndey R. Z. Bryant

From: Thomas Watson
Sent: Tuesday, May 17, 2016 5:25 PM
To: Renee Anderson
Subject: FW: Physician Buy-in Criteria Thoughts
Attachments: TTM Provider Visits 5-17-2016.pdf

DO NOT DISTRIBUTE … but this will help inform you a bit (while we finalize the details).

TW

Thomas W. Watson
Chief Executive Officer
Colonial Healthcare
325 Broad Street, Suite 100
Sumter, SC 29150
Cell: 614-743-6467
Thomas.Watson@colonialfamilypractice.com

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---

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Sent: Tuesday, May 17, 2016 4:51 PM
To: 'David Alpern' <dave@varsityhealthcarepartners.com>
Cc: claylowder@yahoo.com; Paul Miller <paul.miller@colonialfamilypractice.com>; Michael Jablon <jablon@varsityhealthcarepartners.com>
Subject: RE: Physician Buy-in Criteria Thoughts

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---

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Sent: Tuesday, May 17, 2016 2:56 PM
To: Thomas Watson <thomas.watson@colonialfamilypractice.com>
Subject: Re: Physician Buy-in Criteria Thoughts

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David A. Alpern
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Mobile: 310-405-3344
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VARSITY
HEALTHCARE PARTNERS

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TW

Sent from Thomas Watson's iPhone

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Lyndey R. Z. Bryant

From: Thomas Watson
Sent: Wednesday, May 18, 2016 10:58 PM
To: Clay Lowder
Cc: David Alpern; Paul Miller; Michael Jablon
Subject: Re: Physician Buy-in Criteria Thoughts

As soon as we get the cover memo we will talk through all of the details to ensure this all is clear, and tweak it if you think we've missed it somewhere.

TW

Sent from Thomas Watson's iPhone

On May 18, 2016, at 10:51 PM, Clay Lowder <claylowder@yahoo.com> wrote:

> Would like to discuss one day to make sure I understand
>
> Clay
>
> On May 17, 2016, at 4:50 PM, Thomas Watson <thomas.watson@colonialfamilypractice.com> wrote:
>
> > This is great … appreciate you fast-tracking the cover memo!
> >
> > I'll stay on the lookout for the rest of the documents.
> >
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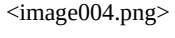
Subject: Re: Physician Buy-in Criteria Thoughts

I ran down the new rules on Accredited Investors with MLB; rules are minimum gross individual comp of $200K for preceding 2 years or $300K in aggregate (with spouse) OR minimum net worth of $1M, not including the primary residence. I think the guys we are targeting should be comfortably above the $200K (if the goal is top performers), which again sort of implies $1M of gross production if you use 20% as the approximate ultimate % of collections that our MDs capture under the formula [$200K/20%]. This includes ancillaries, so I just want to make sure that maps to your 550 visits benchmark, meaning at 550 visits/month would that MD hit a total collections target of $1M, including ancillaries? Confirm back to me on this.

I agree on July [earliest is really May, as third party valuation of the equity will be done and approved by Board, which protects against minority shareholder law suits] and agree on $100K cap, although note that we can move that cap up/down annually at the discretion of the Board.

I asked MLB to pass along the ESP and begin drafting FCP documents; I will get you cover memo as a means of something you can speak to with Baker, but call me if you want the talking points.

David A. Alpern
1875 Century Park East, Suite #1980
Los Angeles, CA 90067
Mobile: 310-405-3344
Office: 310-564-2683



> On May 17, 2016, at 5:09 AM, Thomas Watson <thomas.watson@colonialfamilypractice.com> wrote:
>
> Physician Buy-in Criteria:

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* Three years of experience with Colonial
* Performance, minimum TTM patient visit average of 550/month (reflective of clinical quality and service experience)
* Recommendation of CMO

Timing: July 1st each year an opportunity to buy-in / increase investment is available based on independently evaluated equity levels (Duff & Phelps, post completion of the annual audit). The investment is capped at $100k, with a minimum investment of $10k.

Once you pass me the legal considerations and provide some feedback on these criteria we can talk to Baker (Neurologist doc). He's anxious to hear back from us ... and definitely a keeper.

TW

Sent from Thomas Watson's iPhone

<TTM Provider Visits 5-17-2016.pdf>

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Lyndey R. Z. Bryant

From: Gary Katz <katz.123@me.com>
Sent: Tuesday, May 31, 2016 5:50 PM
To: David Alpern
Cc: Thomas Watson; Kenton Rosenberry
Subject: Re: Board of Directors Offer Letter, Financial Model

Dave,

I left a message for Tom today. I have 2 questions where I need him to clarify, mostly around expectations. I'm confident I know the answers, but don't wish to rely on assumptions. Once he and I talk, I don't anticipate any delays.

Thank you for your patience.
Gary

On May 23, 2016, at 11:51 AM, David Alpern <dave@varsityhealthcarepartners.com> wrote:

> Dr. Katz:
> On behalf of the Company and VHP, please know how excited we are at the prospect of adding you to Family Care Partners Holdings' Board of Directors; I am confident that the experience will be mutually rewarding. In that vein, I am attaching 2 documents for your review: (i) formal offer letter on behalf of Varsity Healthcare Partners to join the Board of Directors of FCP, including description of role/responsibilities and compensation, and (ii) FCP Financial Model, beginning with an output that details the gross proceeds to FCP equity owners across a range of potential outcomes for the investment, with a 3.0x VHP's invested capital outcome at the low end of our range of analyzed outcomes up to 10.0x invested outcome at the high end of our range; this model is what you can use to quantify the anticipated gross proceeds to you as an equity owner across a range of FCP forecasted performance. Naturally our ability to grow by acquiring/integrating, hiring, and operating efficiently and compliantly is what moves the needle on the ultimate outcome from 3x upwards.
>
> I will look forward to your feedback and to the prospect of adding you to the FCP governance/leadership.
>
> Dave

David A. Alpern
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Los Angeles, CA 90067
Mobile: 310-405-3344
Office: 310-564-2683

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Lyndey R. Z. Bryant

From: dave@varsityhealthcarepartners.com
Sent: Wednesday, June 01, 2016 9:10 AM
To: Gary Katz
Cc: Thomas Watson; Kenton Rosenberry
Subject: Re: Board of Directors Offer Letter, Financial Model

Awesome. Welcome aboard; we are truly thrilled to have you. I will get documents in order.

Varsity Healthcare Partners
1875 Century Park East, #1980
Los Angeles, CA 90067
T: 310 564 2683
M: 310 405 3344

On Jun 1, 2016, at 5:20 AM, Gary Katz <katz.123@me.com> wrote:

> Dave,
> Tom and I spoke last evening and clarified the remaining components. We are all set with a go; thank you for your patience and allowing me to consider the offer.
>
> I look forward to making a meaningful contribution.
>
> Very Respectfully,
> Gary
>
> On May 23, 2016, at 11:51 AM, David Alpern <dave@varsityhealthcarepartners.com> wrote:
>
> > Dr. Katz:
> > On behalf of the Company and VHP, please know how excited we are at the prospect of adding you to Family Care Partners Holdings' Board of Directors; I am confident that the experience will be mutually rewarding. In that vein, I am attaching 2 documents for your review: (i) formal offer letter on behalf of Varsity Healthcare Partners to join the Board of Directors of FCP, including description of role/responsibilities and compensation, and (ii) FCP Financial Model, beginning with an output that details the gross proceeds to FCP equity owners across a range of potential outcomes for the investment, with a 3.0x VHP's invested capital outcome at the low end of our range of analyzed outcomes up to 10.0x invested outcome at the high end of our range; this model is what you can use to quantify the anticipated gross proceeds to you as an equity owner across a range of FCP forecasted performance. Naturally our ability to grow by acquiring/integrating, hiring, and operating efficiently and compliantly is what moves the needle on the ultimate outcome from 3x upwards.
> >
> > I will look forward to your feedback and to the prospect of adding you to the FCP governance/leadership.

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Dave

David A. Alpern
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Los Angeles, CA 90067
Mobile: 310-405-3344
Office: 310-564-2683

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Lyndey R. Z. Bryant

From: Gary Katz <katz.123@me.com>
Sent: Wednesday, June 01, 2016 8:21 AM
To: David Alpern
Cc: Thomas Watson; Kenton Rosenberry
Subject: Re: Board of Directors Offer Letter, Financial Model

Dave,
Tom and I spoke last evening and clarified the remaining components. We are all set with a go; thank you for your patience and allowing me to consider the offer.

I look forward to making a meaningful contribution.

Very Respectfully,
Gary

On May 23, 2016, at 11:51 AM, David Alpern <dave@varsityhealthcarepartners.com> wrote:

> Dr. Katz:
> On behalf of the Company and VHP, please know how excited we are at the prospect of adding you to Family Care Partners Holdings' Board of Directors; I am confident that the experience will be mutually rewarding. In that vein, I am attaching 2 documents for your review: (i) formal offer letter on behalf of Varsity Healthcare Partners to join the Board of Directors of FCP, including description of role/responsibilities and compensation, and (ii) FCP Financial Model, beginning with an output that details the gross proceeds to FCP equity owners across a range of potential outcomes for the investment, with a 3.0x VHP's invested capital outcome at the low end of our range of analyzed outcomes up to 10.0x invested outcome at the high end of our range; this model is what you can use to quantify the anticipated gross proceeds to you as an equity owner across a range of FCP forecasted performance. Naturally our ability to grow by acquiring/integrating, hiring, and operating efficiently and compliantly is what moves the needle on the ultimate outcome from 3x upwards.
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>
> Dave

David A. Alpern
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Los Angeles, CA 90067
Mobile: 310-405-3344
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Lyndey R. Z. Bryant

From:	Thomas Watson
Sent:	Thursday, June 02, 2016 7:45 PM
To:	David Alpern
Cc:	Clay Lowder; Michael Jablon
Subject:	Re: MD Buy In: Status Quo Versus Pro Forma For MDs Buying $100K Each At Current Valuation

So the number shows a 1/2 of 1% impact, and that is if they both want to buy the "maximum" $100k amount. It could be that they do something much lower (floor is $10k).

Based on this and prior promises (at least in their minds) it would seem we should allow this exception for Dr. Baker the Neurologist. However, I think we should keep the bar for Dr. Pridgen at 500 visits (an exception from our 550 "standard"); this means she must first qualify, but doesn't need to wait until July 2017. I would add that I think our 550 standard should be at least a trailing 3 month average for her, but as a standard (for others in the future) it should be TTM. Does that seem reasonable?

I also wanted to ask who customarily relays such decisions (in your other portfolio companies). I am happy to take this responsibility on, but will fall in line if there is an established protocol.

TW

Sent from Thomas Watson's iPhone

On Jun 2, 2016, at 6:08 PM, David Alpern <dave@varsityhealthcarepartners.com> wrote:

> See the attached, which details the impact to all of us shareholders of letting 2 MDs each purchase $100K of FCP Holdings stock at the current fair market value, which is cost, as we haven't yet written up the equity. (This doesn't reflect dilution for the management equity profit interests, which are naturally subject to vesting requirements, but dilute everyone pro rata.) T
>
> Dave
>
> <Cap Table PF for New Docs.pdf>

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Lyndey R. Z. Bryant

From: David Alpern <dave@varsityhealthcarepartners.com>
Sent: Thursday, June 02, 2016 8:21 PM
To: Thomas Watson
Cc: Clay Lowder; Michael Jablon
Subject: Re: MD Buy In: Status Quo Versus Pro Forma For MDs Buying $100K Each At Current Valuation

I don't know the issues with baker (need you to explain) but again would just advise you to try to minimize the exceptions we make for people. I would stick to TTM, as you suggest, otherwise people can crush it for a few months and get some valuable equity and then kick their feet up.

I think it's prudent for CEO to be interface to the MDs to describe the program and conduct the annual meeting with shareholder MDs to update progress and show yea end valuation. Paul can be the conduit for any of the details on numbers etc.

Varsity Healthcare Partners
1875 Century Park East, #1980
Los Angeles, CA 90067
T: 310 564 2683
M: 310 405 3344

On Jun 2, 2016, at 4:44 PM, Thomas Watson <thomas.watson@colonialfamilypractice.com> wrote:

> So the number shows a 1/2 of 1% impact, and that is if they both want to buy the "maximum" $100k amount. It could be that they do something much lower (floor is $10k).
>
> Based on this and prior promises (at least in their minds) it would seem we should allow this exception for Dr. Baker the Neurologist. However, I think we should keep the bar for Dr. Pridgen at 500 visits (an exception from our 550 "standard"); this means she must first qualify, but doesn't need to wait until July 2017. I would add that I think our 550 standard should be at least a trailing 3 month average for her, but as a standard (for others in the future) it should be TTM. Does that seem reasonable?
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> TW
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>
> On Jun 2, 2016, at 6:08 PM, David Alpern <dave@varsityhealthcarepartners.com> wrote:
>
> > See the attached, which details the impact to all of us shareholders of letting 2 MDs each purchase $100K of FCP Holdings stock at the current fair market value, which is cost, as we haven't yet written up the equity. (This doesn't reflect

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dilution for the management equity profit interests, which are naturally subject to vesting requirements, but dilute everyone pro rata.) T

Dave

<Cap Table PF for New Docs.pdf>

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Lyndey R. Z. Bryant

Subject: Prep for Baker Buy-In
Location: 614.679.2640

Start: Wed 6/15/2016 9:45 AM
End: Wed 6/15/2016 10:45 AM
Show Time As: Tentative

Recurrence: (none)

Organizer: Thomas Watson

Re-group and confirm if Alpern sent Tom all he needs, etc.

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Lyndey R. Z. Bryant

Subject:	Buying into the Practice
Location:	Dr. Baker's Office
Start:	Tue 6/21/2016 6:00 PM
End:	Tue 6/21/2016 6:30 PM
Show Time As:	Tentative
Recurrence:	(none)
Meeting Status:	Not yet responded
Organizer:	Thomas Watson
Required Attendees:	johnbakermd@gmail.com

Dr. Baker,

Thank you for patience and rescheduling.

I am confirming your meeting with Thomas Watson, to discuss buying into the practice. He will visit your office on Tues, June 21 at 6:00 pm. I have your contact number as 803-427-9960 .

If you need to change the time &/or date, would you please let me know which dates and times would work for you.

Cordially,

Norma Roman - on behalf of T. Watson

O – 803.619.6599

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From: David Alpern <dave@varsityhealthcarepartners.com>
Date: May 23, 2016 at 11:51:42 AM EDT
To: Gary Katz <katz.123@me.com>
Cc: Thomas Watson <thomas.watson@colonialfamilypractice.com>, Kenton Rosenberry <kenton@varsityhealthcarepartners.com>
Subject: Board of Directors Offer Letter, Financial Model

Dr. Katz:
On behalf of the Company and VHP, please know how excited we are at the prospect of adding you to Family Care Partners Holdings' Board of Directors; I am confident that the experience will be mutually rewarding. In that vein, I am attaching 2 documents for

your review: (i) formal offer letter on behalf of Varsity Healthcare Partners to join the Board of Directors of FCP, including description of role/responsibilities and compensation, and (ii) FCP Financial Model, beginning with an output that details the gross proceeds to FCP equity owners across a range of potential outcomes for the investment, with a 3.0x VHP's invested capital outcome at the low end of our range of analyzed outcomes up to 10.0x invested outcome at the high end of our range; this model is what you can use to quantify the anticipated gross proceeds to you as an equity owner across a range of FCP forecasted performance. Naturally our ability to grow by acquiring/integrating, hiring, and operating efficiently and compliantly is what moves the needle on the ultimate outcome from 3x upwards.

I will look forward to your feedback and to the prospect of adding you to the FCP governance/leadership.

Dave

David A. Alpern
1875 Century Park East, Suite #1980
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Office: 310-564-2683

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VARSITY
HEALTHCARE PARTNERS

May 21st, 2016

Gary R. Katz, MD
c/o: Family Care Partners Holdings, LLC
325 Broad Street, Suite 100
Sumter, SC 29150

VIA EMAIL TRANSMISSION

Dear Dr. Katz:

On behalf of Varsity Healthcare Partners ("VHP" or "the Sponsor") and Family Care Partners Holdings LLC ("Family Care Partners", "FCP" or "the Company"), I am pleased to extend you this offer to join the FCP Board of Directors in the role of a full-time independent, non executive Board Member, responsible for advising and assisting in developing FCP's Chief Medical Officer function as well as the other general responsibilities of Board governance. We are deeply appreciative of the prospect of adding you to FCP's governance and Board leadership and are looking forward to the resulting value creation that can be unlocked together.

By way of background, VHP is a $240.0 million healthcare services focused investment firm, serving U.S. based family office and selected institutional investors who provide VHP with a long term source of capital. Varsity's expertise lies in growing multi-location healthcare provider platforms, in partnership with talented entrepreneurs; we believe the demonstrated successes of VHP's current and realized investment portfolio – consisting notably of (i) EyeCare Services Partners, the largest vertically integrated ophthalmology services platform in the U.S., (ii) Family Care Partners, the largest independent primary care practice in South Carolina, and (iii) ForeFront Dermatology, the largest clinical dermatology services practice in the US – evidences this investment competency. We are proud of our track record of: accelerating each VHP platform's growth via: (i) targeted same clinic growth initiatives and an accelerated strategic acquisition program, utilizing VHP's resources and network, (ii) recruiting and incentivizing talented, supplementary management leaders to "de-risk" such accelerated growth; and (iii) supporting investment in cutting-edge managerial and clinical infrastructure within each of our investments.

The following details our offer:

1. **Board Responsibilities**. Your position and title is Board Member; as such, we would expect you generally to attend the four scheduled meetings of FCP's Board of Directors, plus any additional conference calls and on site visits, as required. In particular, given your accomplished clinical background, we would anticipate that you will assist FCP by supporting the to-be-anointed Chief Medical Officer on behalf of the Board in designing the appropriate processes (including measurables, dashboards) for and feedback/communication to FCP's providers regarding best practices, production benchmarking, compliance issues (including billing/coding changes), and other relevant issues that pertain to oversight of FCP's clinical operations. Note also that we would expect you to serve on the Compliance Committee of the Board of Directors. These responsibilities in aggregate will carry with them need for conference calls or brief, yet frequent interactions with the Company's CMO and providers, in addition to your general Board responsibilities.

2. **Equity Compensation, Expense Reimbursement**. Equity participation in the Company's stock is the primary compensation for your service to the Board, although note that FCP will reimburse all of your incurred travel and other relevant expenses in the execution of your role as Board Member. Your equity compensation is to be equal to 0.25% of the fully diluted stock of Family Care Partners Holdings, LLC, structured as LLC profit interests (so as to defer all tax

consequences to you until a liquidation event) issued at fair market value and vesting ratably over a 5 year term and accelerate upon a liquidity event.

3. **Restricted Covenant**. In your service as Board Member, you will agree to (i) hold all Company-specific information confidential, (ii) not advise in any formal capacity (i.e., serve as retained consultant, Board of Directors member) to any other person or entity (excluding your current employer) that competes directly with FCP or may compete in the future with FCP in its current or targeted geographies, and (iii) not solicit any employee of the Company.

We are tremendously excited about the prospects of your joining us at FCP. Congratulations to you; we look forward to hearing back from you.

Very truly yours,

VARSITY MANAGEMENT COMPANY, LLC

David A. Alpern
Partner
Date: May 19th, 2016

CC:
Tom Watson, Family Care Partners Holdings
Kenton Rosenberry, Varsity Management Company

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Document Produced in Native Format

From: Thomas Watson <thomas.watson@fcpmgmt.com>
Sent: Monday, May 1, 2017 1:32 PM
To: Ed Motherway <ed.motherway@fcpmgmt.com>; Ed Mcfadden <ed.mcfadden@fcpmgmt.com>; Kevin Rogus <kevin.rogus@fcpmgmt.com>; Gary Katz <gary.katz@fcpmgmt.com>
Cc: David Alpern <DA@varsityhealthcarepartners.com>; Michael Jablon <MJ@varsityhealthcarepartners.com>; Teresa Meinert <teresa.meinert@fcpmgmt.com>; bpcallah@comcast.net; Kenton Rosenberry <KR@varsityhealthcarepartners.com>
Subject: ALERT - NYC Meeting Topics
Importance: High

All, below is a summary I got from Dave on the topics he would like us to cover during our meeting in NYC next week. I made a few tweaks to ensure you have the full context, but otherwise this is exactly what Dave relayed. Teresa has set up a call for all of us to talk tomorrow about the agenda for the meeting to ensure we're all aligned, but I wanted to get this to you in advance so have as much time to prepare as possible.

I would add, please plan to have the materials you already created for the board session available. While we will definitely cover the topics below, I think there is such a link to the things you own and drive every day it is logical to assume we'll want to refer to those baseline materials. In fact, I would suggest it would be a mistake to take to narrow of a view right now – despite the pressing matters – because otherwise we'll pick our head up and find we have a different fire burning.

From Dave Alpern: Subject: NYC Meeting Topics

Tom (feel free to forward this to your team): I know we are all still gathering ourselves, but the below is the substance I am focused on for Day 1 in NYC; I am tying to be as specific as I can, with respect to the things VHP has to thoroughly assess at this meeting; I also want this to be an open discussion, not a trial, so that people aren't afraid to be honest about weaknesses in our systems and processes.

I. Billing/collections deterioration: identifying and quantifying root cause. The key analysis is to identify/quantify the weekly deterioration in our collections by catalyst, bridging how 1.2M of weekly collections has quickly fallen to a lower run rate and then quantify how much that catalyst has robbed us of weekly collections.

The catalysts should be specific enough to break apart the unbilled claims bucket that has spiked on us by functional reason; example would be a specific MD uncredentialed on a specific plan resulted in XX number of unbilled claims or some issue at ENCMG resulted in XX unbilled claims. The key here is to be super specific (right now we can't assess what in operations has spiked unbilled claims or dried up collections), so that we can (a) quantifiably prove we have fully identified, quantified the root cause behind collections shortage that got us here and (b) understand why it won't happen again (next section).

II. Billings, Collections Deterioration: Exploring root cause triggers.

For each aforementioned root cause, I want to know (a) whose purview did those root causes fall under (what specific person is responsible for that root cause) and (b) was the reason the root cause materialized due to managerial inaction [we knew but didn't act; we didn't have a process in place to alert the right person to act] or we don't have the right information available to detect this and communicate it up the chain.

III. Billings, Collections Deterioration: mitigants - We should go through each root cause and understand what reports, people and again communication that has been undertaken to ensure this can't happen again. We obviously have some process failures here (we all got caught flat footed) and communication failures here, and it results in our CEO parachuting into fight fires. That's not a sustainable process so what's our new process.

IV. MD Communication: What are we doing to engage MDs; who is responsive to their needs within Upper Mgmt.

I have heard enough (and tried even to filter it through the appropriate lense, knowing these guys are biased towards complaining) to know we have a very exercised shareholder group of Colonial MDs. My sense is that they're continuing to get themselves wound up, mostly over what seem like small issues that could be communicated or positioned better, even if in the end we don't get them precisely what they want. The quote that is in my head is "all 10 guys wouldn't vote for a deal again today, if given the choice"; that's a much different message to me than MDs are just being their usual difficult self.

I would like you and Ed Motherway, in particular, along with Gary to be a bit introspective here; what staffing, process changes have we implemented that they've resisted and how have we communicated that. We will fail, if we can't clearly articulate to the MDs why we do what we are doing; Paul clearly was part of the problem here (they were barking about unpaid AP and they were mostly right to, as we were doing things at cross purposes with not only their wishes but sustaining good care [supplies, etc]).

I feel very strongly that we can't just be good at acquiring MDs and it's clear to me that we can't have the full thrust of our managerial resources towards acquisitions at the expense of the core Co. stability. I need you guys to really think on this, as I don't like the poisonous feeling I get talking to Clay and the MDs and think we should own our part in it. Getting Paul out is a good chance to reset this, but I want to hear from all of you on this score and be as specific as we can be and then talk constructively about actions we can take to calm these guys.

This is a super serious issue to me, so I need you and Ed Motherway and Gary to give this its weight, not just

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3639

tell me the MDs are nuts (I've heard it, know it, and am not going to accept that as the full answer here).

V. Acquisition, Financing Plan - We need to assess our ability to resolve the above operations as a first step towards taking down the NC acq and all other small deals. One can't happen without the other, so let's be very clear on timing of mitigants, the metrics we will look to for surveillance of recovery of health of our business AND the relationships with our MDs. I also am going to want to involve Steve Boyd, who I know is an available resource to you and us for exactly these types of challenges (he's been a great asset on ESP); my instinct is that it's time to add Steve immediately to the working group and Board, as this again is part of the surveillance we all need.

I am not afraid to push deals off, if we can't come out of this meeting convinced we have the right plan for the right processes and communication on both scores. [Do not hang on this point, but it needs to be made.]

VI. The financing and audit are unfortunately tied to this, so we will discuss this week steps and resources Jabs and I are procuring for the audit discussion.

TW

The information contained in this transmission may contain privileged and confidential information, including patient information protected by federal and state privacy laws. It is intended only for the use of the person(s) named above. If you are not the intended recipient, you are hereby notified that any review, dissemination, distribution, or duplication of this communication is strictly prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message.

The information contained in this transmission may contain privileged and confidential information, including patient information protected by federal and state privacy laws. It is intended only for the use of the person(s) named above. If you are not the intended recipient, you are hereby notified that any review, dissemination, distribution, or duplication of this communication is strictly prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message.

From: Thomas Watson <thomas.watson@fcpmgmt.com>
Sent: Monday, May 8, 2017 8:12 AM
To: David Alpern <DA@varsityhealthcarepartners.com>
Cc: Kenton Rosenberry <KR@varsityhealthcarepartners.com>; Michael Jablon <MJ@varsityhealthcarepartners.com>; Steven Boyd <SKB@varsityhealthcarepartners.com>
Subject: Agenda for Tuesday (5/9) NYC Mtg., etc.
Importance: High

Dave, I worked on a number of things this weekend, including the attached Word doc which has an updated Agenda for our meeting tomorrow. The "core" part of the agenda is oriented around the things you asked that I /we concentrate on, so that will be our focus. I've also included the broader set of topics I suggested we try to cover as well, such as Compliance. (As I've noted, and we agreed, while it is critical we zero-in on RCM, we would be remiss to do so in complete isolation, otherwise we'll pick our heads up and there will be a fire in another part of the business.)

Teresa and I just spoke, she's on her way into the office. She'll finish the presentation package I've created over the weekend, putting it in a single combined PDF so it's easier for us to flip through onscreen when we are all together Tuesday. There will be additional electronic / soft copy reports, etc. that the respective leaders will pull up in the meeting which are important, including the most up-to-date Unbilled data. The Scribes and others worked over the weekend to get the backlog further worked down.

If you want to get an earlier start than 9am just let me know. Teresa had originally us scheduled from 9am – 3pm, and I did not change that ... we'll plan to go until we're done.

Tom

P.S. As you'll see below, my team and I are huddling tonight, and I've provided some additional guidance to them, along with the CFF we covered Friday night. I trying to balance the sense of urgency needed with a confidence in how we'll pull out of this situation.

From: Thomas Watson
Sent: Monday, May 8, 2017 7:33 AM
To: Brian Callahan <brian.callahan@fcpmgmt.com>; Callahan Brian <bpcallah@comcast.net>
Cc: Teresa Meinert <teresa.meinert@fcpmgmt.com>; Ed Motherway <ed.motherway@fcpmgmt.com>; Ed Mcfadden <ed.mcfadden@fcpmgmt.com>; Gary Katz <gary.katz@fcpmgmt.com>; Kevin Rogus <kevin.rogus@fcpmgmt.com>
Subject: FW: Call on CF Forecast - TAKE A LOOK (IMPORTANT)
Importance: High

Brian, late on Friday Mike, Ilhan and I worked on this updated CFF. I'll pull it up when I walk through the "Situational Analysis" at our meeting with Varsity tomorrow, but wanted to get it to you in advance. One of the key things we have to accomplish is getting more precision in our forecasting, and I'm anxious to talk to you about some of the new ideas I've had over the weekend and hear you thoughts.

Teresa – please add the 2 PDF pages attached to the package of documents you worked on this weekend with me to create. Stick this between position 3 & 4. Thanks, and sorry for the late add.

All copied – when we meet tonight at the restaurant I'll want to talk through the root causes I've come up with over the last 2 weeks or so as it relates to our stressed cash position. As you know, Dave asked in the email I forwarded to you last week that we self-assess and figure out what led to the situation we are in, with the express purpose of ensuring it does not reoccur. I would expect as we talk this through there will be other points you'll make which will add to the perspective I've developed, as well as the actions needed (a number of which have already taken).

Safe travels. See you all tonight at 7pm.

TW

From: Michael Jablon [mailto:MJ@varsityhealthcarepartners.com]
Sent: Thursday, May 4, 2017 10:25 PM
To: David Alpern <DA@varsityhealthcarepartners.com>
Cc: Kenton Rosenberry <KR@varsityhealthcarepartners.com>; Thomas Watson <thomas.watson@fcpmgmt.com>; Ilhan Aygun <ilhan.aygun@fcpmgmt.com>
Subject: RE: Call on CF Forecast

Attached is the CF forecast (PDF & excel). Let's hop on the phone at 7:30PM PT / 10:30PM ET.

Dial-in: (712) 775-7031
Pw: 883077849#

Regards,

Michael Jablon
Principal | Varsity Healthcare Partners
M: 917-763-4237
MJ@varsityhealthcarepartners.com

From: David Alpern
Sent: May 4, 2017 6:46 PM
To: Michael Jablon <MJ@varsityhealthcarepartners.com>
Cc: Kenton Rosenberry <KR@varsityhealthcarepartners.com>; Thomas Watson <thomas.watson@fcpmgmt.com>; Ilhan Aygun <ilhan.aygun@fcpmgmt.com>
Subject: Re: Call on CF Forecast

I can do it as soon as you can. Ready

David A. Alpern
Partner | Varsity Healthcare Partners
1875 Century Park East, Suite 1980
Los Angeles, CA 90067
T: 310-564-2683
M: 310-405-3344
da@varsityhealthcarepartners.com

On May 4, 2017, at 6:41 PM, Michael Jablon <MJ@varsityhealthcarepartners.com> wrote:

> Dave & Kenton – we will be sending out a file shortly to discuss. When is a good time to chat on the CF forecast? We will be ready in the next 20 minutes
>
> Regards,
>
> **Michael Jablon**
> **Principal | Varsity Healthcare Partners**
> M: 917-763-4237
> MJ@varsityhealthcarepartners.com

The information contained in this transmission may contain privileged and confidential information, including patient information protected by federal and state privacy laws. It is intended only for the use of the person(s) named above. If you are not the intended recipient, you are hereby notified that any review, dissemination, distribution, or duplication of this communication is strictly prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message.

FCP 8-Week Cash Flow - Last 5 Weeks and Next 3 Weeks

($ in thousands)

	Actual for Week Ended:								Forecast for Week Ended:									
	3/31/17	4/7/17	4/14/17	4/21/17	4/28/17	5/5/17	5/12/17	5/19/17	5/26/17	6/2/17	6/9/17	6/16/17	6/23/17	6/30/17	7/7/17	7/14/17	7/21/17	7/28/17
CASH FLOW SUMMARY																		
Colonial	$ 549	$ 656	$ 528	$ 619	$ 506	$ 594	$ 560	$ 560										
Pharmacy	$ 69	$ 102	$ 77	$ 101	$ 87	$ 90	$ 90	$ 90										
Santee Cooper	$ -	$ 22	$ 24	$ 4	$ 12	$ 10	$ 10	$ 10										
Padgett	$ 38	$ 33	$ 29	$ 24	$ 12	$ 15	$ 15	$ 15										
ENCMG	$ 215	$ 217	$ 244	$ 195	$ 163	$ 200	$ 200	$ 200										
Wagener	$ 1	$ 1	$ 1	$ -	$ -	$ 1	$ 1	$ 1										
Buncher	$ -	$ 15	$ 20	$ -	$ 10	$ 15	$ 25	$ 25										
Newton	$ -	$ -	$ -	$ -	$ -	$ 5	$ 5	$ 5										
Subtotal Existing	$ 873	$ 1,046	$ 923	$ 943	$ 790	$ 930	$ 906	$ 906	$ 956	$ 1,006	$ 1,056	$ 1,106	$ 1,156	$ 1,190	$ 1,190	$ 1,190	$ 1,190	$ 1,190
RCM Inventory Backlog	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 100	$ 100	$ 100	$ 100	$ 100	$ 100	$ 100	$ 100	$ 100
Collections - Existing	**$ 873**	**$ 1,046**	**$ 923**	**$ 943**	**$ 790**	**$ 930**	**$ 906**	**$ 906**	**$ 956**	**$ 1,106**	**$ 1,156**	**$ 1,206**	**$ 1,256**	**$ 1,290**	**$ 1,290**	**$ 1,290**	**$ 1,290**	**$ 1,290**
FasterCare	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 12	$ 23	$ 35	$ 46	$ 46	$ 46	$ 46	$ 46	$ 46	$ 46	$ 46
Sumter PT	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 7	$ 15	$ 22	$ 30	$ 30	$ 30	$ 30	$ 30
Collections - Acquisitions	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 12**	**$ 23**	**$ 35**	**$ 53**	**$ 61**	**$ 68**	**$ 76**	**$ 76**	**$ 76**	**$ 76**	**$ 76**
TOTAL COLLECTIONS	**$ 873**	**$ 1,046**	**$ 923**	**$ 943**	**$ 790**	**$ 930**	**$ 906**	**$ 918**	**$ 979**	**$ 1,141**	**$ 1,210**	**$ 1,267**	**$ 1,325**	**$ 1,366**	**$ 1,366**	**$ 1,366**	**$ 1,366**	**$ 1,366**
Payroll	$ 812	$ 59	$ 808	$ -	$ 730	$ 61	$ 775	$ -	$ 35	$ 770	$ -	$ 750	$ -	$ 750	$ -	$ 836	$ -	$ 50
Payroll Taxes	$ 382	$ -	$ 444	$ -	$ 129	$ 371	$ -	$ 439	$ 15	$ 407	$ -	$ 400	$ -	$ 400	$ -	$ 469	$ -	$ 25
Benefits Disbursements	$ -	$ -	$ 26	$ -	$ -	$ 132	$ 41	$ 98	$ 45	$ -	$ 152	$ 45	$ -	$ -	$ -	$ 152	$ 45	$ -
Rent	$ -	$ 210	$ -	$ -	$ -	$ 215	$ -	$ -	$ -	$ 215	$ -	$ -	$ -	$ -	$ 215	$ -	$ -	$ -
Pharmacy/Medical Supplies	$ 112	$ 100	$ 91	$ 89	$ 124	$ 90	$ 177	$ 180	$ 150	$ 150	$ 150	$ 150	$ 150	$ 150	$ 150	$ 150	$ 150	$ 150
Other Operating Disbursements	$ 58	$ 97	$ 114	$ 110	$ 235	$ 265	$ 173	$ 250	$ 260	$ 220	$ 220	$ 220	$ 220	$ 260	$ 220	$ 220	$ 220	$ 260
A/P Catch-Up	$ 16	$ 191	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 100	$ 100	$ 100	$ 100	$ 100	$ 100	$ 100
Capital Expenditures	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
VHP Management Fee	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Interest Payments	$ 450	$ -	$ -	$ -	$ 25	$ -	$ -	$ -	$ 25	$ -	$ -	$ -	$ -	$ 475	$ -	$ -	$ -	$ 25
Principal Payment	$ 45	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 45	$ -	$ -	$ -	$ -
Disbursements - Existing	**$ 1,874**	**$ 656**	**$ 1,483**	**$ 199**	**$ 1,243**	**$ 1,134**	**$ 1,166**	**$ 967**	**$ 530**	**$ 1,762**	**$ 522**	**$ 1,665**	**$ 470**	**$ 2,180**	**$ 685**	**$ 1,927**	**$ 515**	**$ 610**
FasterCare	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 35	$ 35	$ 35	$ 35	$ 35	$ 35	$ 35	$ 35	$ 35	$ 35	$ 35
Sumter PT	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 23	$ 23	$ 23	$ 23	$ 23	$ 23	$ 23	$ 23
Disbursements - Acquisitions	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 35**	**$ 35**	**$ 35**	**$ 59**	**$ 59**	**$ 59**	**$ 59**	**$ 59**	**$ 59**	**$ 59**	**$ 59**
TOTAL DISBURSEMENTS	**$ 1,874**	**$ 656**	**$ 1,483**	**$ 199**	**$ 1,243**	**$ 1,134**	**$ 1,166**	**$ 1,002**	**$ 565**	**$ 1,797**	**$ 581**	**$ 1,724**	**$ 529**	**$ 2,239**	**$ 744**	**$ 1,986**	**$ 574**	**$ 669**
NET OPERATING CASH FLOW	**$ (1,002)**	**$ 390**	**$ (560)**	**$ 744**	**$ (453)**	**$ (203)**	**$ (260)**	**$ (85)**	**$ 414**	**$ (657)**	**$ 629**	**$ (457)**	**$ 796**	**$ (873)**	**$ 622**	**$ (620)**	**$ 792**	**$ 697**
Acquisitions Cash Purchase Price	$ -	$ -	$ -	$ -	$ -	$ -	$ (1,900)	$ -	$ -	$ (875)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
DDTL Draw	$ -	$ -	$ -	$ 150	$ 500	$ -	$ 2,100	$ -	$ -	$ 975	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Revolver Draw	$ -	$ -	$ -	$ -	$ -	$ -	$ 150	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Other/CMO Buy-in	$ 275	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Net Non-Operating Cash Flow	**$ 275**	**$ -**	**$ -**	**$ 150**	**$ 500**	**$ -**	**$ 350**	**$ -**	**$ -**	**$ 100**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
NET CASH FLOW	**$ (727)**	**$ 390**	**$ (560)**	**$ 894**	**$ 47**	**$ (203)**	**$ 90**	**$ (85)**	**$ 414**	**$ (557)**	**$ 629**	**$ (457)**	**$ 796**	**$ (873)**	**$ 622**	**$ (620)**	**$ 792**	**$ 697**
CASH & DEBT SUMMARY																		
Cash - Beginning Balance	$ 288	$ (438)	$ (48)	$ (608)	$ 286	$ 332	$ 129	$ 219	$ 134	$ 548	$ (8)	$ 621	$ 164	$ 960	$ 87	$ 709	$ 89	$ 880
Net Cash Flow	$ (727)	$ 390	$ (560)	$ 894	$ 47	$ (203)	$ 90	$ (85)	$ 414	$ (557)	$ 629	$ (457)	$ 796	$ (873)	$ 622	$ (620)	$ 792	$ 697
Cash - Ending Balance	**$ (438)**	**$ (48)**	**$ (608)**	**$ 286**	**$ 332**	**$ 129**	**$ 219**	**$ 134**	**$ 548**	**$ (8)**	**$ 621**	**$ 164**	**$ 960**	**$ 87**	**$ 709**	**$ 89**	**$ 880**	**$ 1,577**
PF TTM EBITDA at 3/31	$ 8,066	$ 8,066	$ 8,066	$ 8,066	$ 8,066	$ 8,066	$ 8,066	$ 8,066	$ 8,066	$ 8,066	$ 8,066	$ 8,066	$ 8,066	$ 8,066	$ 8,066	$ 8,066	$ 8,066	$ 8,066
FasterCare							$ 644	$ 644	$ 644	$ 644	$ 644	$ 644	$ 644	$ 644	$ 644	$ 644	$ 644	$ 644
Sumter PT										$ 408	$ 408	$ 408	$ 408	$ 408	$ 408	$ 408	$ 408	$ 408
PF TTM EBITDA	**$ 8,066**	**$ 8,066**	**$ 8,066**	**$ 8,066**	**$ 8,066**	**$ 8,066**	**$ 8,710**	**$ 8,710**	**$ 8,710**	**$ 9,118**	**$ 9,118**	**$ 9,118**	**$ 9,118**	**$ 9,118**	**$ 9,118**	**$ 9,118**	**$ 9,118**	**$ 9,118**
Debt - Beginning Balance	$ 26,951	$ 26,951	$ 26,951	$ 26,951	$ 27,101	$ 27,601	$ 27,601	$ 29,851	$ 29,851	$ 29,851	$ 30,826	$ 30,826	$ 30,826	$ 30,826	$ 30,826	$ 30,826	$ 30,826	$ 30,826
DDTL Draw	$ -	$ -	$ -	$ 150	$ 500	$ -	$ 2,100	$ -	$ -	$ 975	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Revolver Draw	$ -	$ -	$ -	$ -	$ -	$ -	$ 150	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Debt - Ending Balance	**$ 26,951**	**$ 26,951**	**$ 26,951**	**$ 27,101**	**$ 27,601**	**$ 27,601**	**$ 29,851**	**$ 29,851**	**$ 29,851**	**$ 30,826**	**$ 30,826**	**$ 30,826**	**$ 30,826**	**$ 30,826**	**$ 30,826**	**$ 30,826**	**$ 30,826**	**$ 30,826**
Debt to EBITDA	**3.34x**	**3.34x**	**3.34x**	**3.36x**	**3.42x**	**3.42x**	**3.43x**	**3.43x**	**3.43x**	**3.38x**	**3.38x**	**3.38x**	**3.38x**	**3.38x**	**3.38x**	**3.38x**	**3.38x**	**3.38x**

CONFIDENTIAL 3644

VARSITY - 000007

FCP Cash Flow Support

($ in thousands)

EXISTING BUSINESS

	Actual March	Adjusted Newton per Month (closed 3/31)	PF March	% Haircut	Adjusted March	Adjusted March Annualized	Adjusted March Weekly
Revenue	$ 5,351	$ 77	$ 5,427	95.0%	$ 5,156	$ 61,873	$ 1,190
Salaries and Wages	$ 2,710	$ 51	$ 2,761		$ 2,761	$ 33,137	$ 637
Other Expenses	$ 1,845	$ 16	$ 1,862		$ 1,862	$ 22,340	$ 430
Total Cash Expenses	$ 4,556	$ 67	$ 4,623		$ 4,623	$ 55,476	$ 1,067
EBITDA	$ 795	$ 9	$ 804		$ 533	$ 6,397	$ 123

Week Ending	Collections
2/17/17	$ 1,022
2/24/17	$ 928
3/3/17	$ 1,059
3/10/17	$ 1,147
3/17/17	$ 1,036
3/24/17	$ 1,164
3/31/17	$ 871

Near-Term Acquisitions

	FasterCare		Sumter PT	
	Adjusted Annual	Adjusted Weekly	Adjusted Annual	Adjusted Weekly
Revenue	$ 2,397	$ 46	$ 1,539	$ 30
Total Cash Expenses	$ 1,839	$ 35	$ 1,213	$ 23
EBITDA	$ 558	$ 11	$ 326	$ 6

RCM Inventory Backlog

Unbilled	$ 800
Denial Rate	$ 400
Total	$ 1,200

AP

	Total	MLB & N. Mullins	Total Ex. Low Priority
Current	$ 608	$ -	$ 608
30	$ 1,275	$ -	$ 1,275
60	$ 1,143	$ 245	$ 898
90	$ 882	$ 129	$ 753
Over 90	$ 751	$ 301	$ 450
Total	$ 4,658	$ 675	$ 3,983
90 & Over 90	$ 1,632	$ 430	$ 1,202

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Family Care Partners

Date: Tuesday, May 9, 2017
Time: 9:00 a.m. – 3:00 p.m.
Mtg. Room: Conf. Room 39E/39th Fl.
Location: Morgan Lewis-101 Park Ave.

AGENDA
FCP/VHP Working Session Meeting

Attendees: David Alpern, Kenton Rosenberry, Steve Boyd, Michael Jablon, Thomas Watson, Dr. Gary Katz, Edmund McFadden, Edward Motherway & Kevin Rogus, & Brian Callahan

Core Agenda	**Topic Leader**
Opening Remarks / Meeting Goals	David Alpern & Thomas Watson
Stressed Cash Position & Remediation Plans	
o Situational Analysis	Thomas Watson, CEO
o RCM and Supporting Functions	Full Management Team
o Provider Communication Concerns	Dr. Gary Katz, CMO
o Acquisition Financing Plan	David Alpern & Kenton Rosenberry
o Financing, Recap and Audit	David Alpern & Michael Jablon

Other Topics	
Acquisitions	
o Pipeline	Kevin Rogus, VP Corp. Dev.
o Diligence & Integration	Ed Motherway, COO
Provider Recruitment Update	Dr. Gary Katz, CMO
Clinical Management Review	Dr. Gary Katz, CMO
Technology Project Plan (incl. EMR Conversion Plan)	Edmund McFadden, CIO
Compliance & Legal	Edward Motherway, COO Special Guest: D. Hall (*dial in*)
Adjournment	David Alpern & Thomas Watson

There will be a dinner the evening before on Monday, May 8th at 7:00 p.m. at Del Frisco's located at 1221 Avenue of the Americas.

From: Thomas Watson <thomas.watson@fcpmgmt.com>
Sent: Monday, May 8, 2017 9:57 AM
To: David Alpern <DA@varsityhealthcarepartners.com>
Cc: Kenton Rosenberry <KR@varsityhealthcarepartners.com>; Michael Jablon <MJ@varsityhealthcarepartners.com>; Steven Boyd <SKB@varsityhealthcarepartners.com>; Nerissa Reed <NR@varsityhealthcarepartners.com>; Brian Callahan <brian.callahan@fcpmgmt.com>; Ed Motherway <ed.motherway@fcpmgmt.com>; Ed Mcfadden <ed.mcfadden@fcpmgmt.com>; Kevin Rogus <kevin.rogus@fcpmgmt.com>; Gary Katz <gary.katz@fcpmgmt.com>; Teresa Meinert <teresa.meinert@fcpmgmt.com>; Amy Maser <AM@varsityhealthcarepartners.com>
Subject: RE: Agenda for Tuesday (5/9) NYC Mtg., etc.

Attached is the package I will open up with tomorrow. Additional soft copies of other materials (most more tactical, and area specific) will be sent between now and the Tuesday start. [Given the all-out effort on RCM, tomorrow's meeting is atypical, and a binder and pre-reading materials were not possible 48 hours in advance as is my standard protocol.]

I think it's likely we'll want to look at other reports, documents, etc. as we talk through things in our meeting. The management team will have the laptops with them, and the room is prep'd for onscreen review of soft copies. Any such "extra" materials will be sent as needed during the impromptu request to ensure files are available to all post meeting.

TW

From: David Alpern [mailto:DA@varsityhealthcarepartners.com]
Sent: Monday, May 8, 2017 8:55 AM
To: Thomas Watson <thomas.watson@fcpmgmt.com>
Cc: Kenton Rosenberry <KR@varsityhealthcarepartners.com>; Michael Jablon <MJ@varsityhealthcarepartners.com>; Steven Boyd <SKB@varsityhealthcarepartners.com>; Nerissa Reed <NR@varsityhealthcarepartners.com>
Subject: Re: Agenda for Tuesday (5/9) NYC Mtg., etc.

Thanks for this.

Please make sure we all get soft copies of the materials ahead of tomorrow; we can have MLB print anything also (Nerissa can coordinate with MLB to print anything lengthy ahead of meeting; just send us files so they're in front of us), but just don't want to be chasing materials after this meeting, so that we can review post meeting.

David A. Alpern
Partner | Varsity Healthcare Partners
1875 Century Park East, Suite 1980
Los Angeles, CA 90067
T: 310-564-2683
M: 310-405-3344
da@varsityhealthcarepartners.com

On May 8, 2017, at 5:12 AM, Thomas Watson <thomas.watson@fcpmgmt.com> wrote:

> Dave, I worked on a number of things this weekend, including the attached Word doc which has an updated Agenda for our meeting tomorrow. The "core" part of the agenda is oriented around the things you asked that I /we concentrate on, so that will be our focus. I've also included the broader set of topics I suggested we try to cover as well, such as Compliance. (As I've noted, and we agreed, while it is critical we zero-in on RCM, we would be remiss to do so in complete isolation, otherwise we'll pick our heads up and there will be a fire in another part of the business.)
>
> Teresa and I just spoke, she's on her way into the office. She'll finish the presentation package I've created over the weekend, putting it in a single combined PDF so it's easier for us to flip through onscreen when we are all together Tuesday. There will be additional electronic / soft copy reports, etc. that the respective leaders will pull up in the meeting which are important, including the most up-to-date Unbilled data. The Scribes and others worked over the weekend to get the backlog further worked down.
>
> If you want to get an earlier start than 9am just let me know. Teresa had originally us scheduled from 9am – 3pm, and I did not change that ... we'll plan to go until we're done.
>
> Tom

From: Thomas Watson
Sent: Monday, May 8, 2017 7:33 AM
To: Brian Callahan <brian.callahan@fcpmgmt.com>; Callahan Brian <bpcallah@comcast.net>
Cc: Teresa Meinert <teresa.meinert@fcpmgmt.com>; Ed Motherway <ed.motherway@fcpmgmt.com>; Ed Mcfadden <ed.mcfadden@fcpmgmt.com>; Gary Katz <gary.katz@fcpmgmt.com>; Kevin Rogus <kevin.rogus@fcpmgmt.com>
Subject: FW: Call on CF Forecast - TAKE A LOOK (IMPORTANT)
Importance: High

Brian, late on Friday Mike, Ilhan and I worked on this updated CFF. I'll pull it up when I walk through the "Situational Analysis" at our meeting with Varsity tomorrow, but wanted to get it to you in advance. One of the key things we have to accomplish is getting more precision in our forecasting, and I'm anxious to talk to you about some of the new ideas I've had over the weekend and hear you thoughts.

Teresa – please add the 2 PDF pages attached to the package of documents you worked on this weekend with me to create. Stick this between position 3 & 4. Thanks, and sorry for the late add.

All copied – when we meet tonight at the restaurant I'll want to talk through the root causes I've come up with over the last 2 weeks or so as it relates to our stressed cash position. As you know, Dave

asked in the email I forwarded to you last week that we self-assess and figure out what led to the situation we are in, with the express purpose of ensuring it does not reoccur. I would expect as we talk this through there will be other points you'll make which will add to the perspective I've developed, as well as the actions needed (a number of which have already taken).

Safe travels. See you all tonight at 7pm.

TW

From: Michael Jablon [mailto:MJ@varsityhealthcarepartners.com]
Sent: Thursday, May 4, 2017 10:25 PM
To: David Alpern <DA@varsityhealthcarepartners.com>
Cc: Kenton Rosenberry <KR@varsityhealthcarepartners.com>; Thomas Watson <thomas.watson@fcpmgmt.com>; Ilhan Aygun <ilhan.aygun@fcpmgmt.com>
Subject: RE: Call on CF Forecast

Attached is the CF forecast (PDF & excel). Let's hop on the phone at 7:30PM PT / 10:30PM ET.

Dial-in: (712) 775-7031
Pw: 883077849#

Regards,

Michael Jablon
Principal | Varsity Healthcare Partners
M: 917-763-4237
MJ@varsityhealthcarepartners.com

From: David Alpern
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Subject: Re: Call on CF Forecast

I can do it as soon as you can. Ready

David A. Alpern
Partner | Varsity Healthcare Partners
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On May 4, 2017, at 6:41 PM, Michael Jablon <MJ@varsityhealthcarepartners.com> wrote:

Dave & Kenton – we will be sending out a file shortly to discuss. When is a good time to chat on the CF forecast? We will be ready in the next 20 minutes

Regards,

Michael Jablon
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<CF Forecast 5.4.17 v4.pdf>

<FCP Working Session Agenda 5-9-17.docx>

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Family Care Partners

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Compliance & Legal	Edward Motherway, COO Special Guest: D. Hall (*dial in*)
Adjournment	David Alpern & Thomas Watson

Situational Analysis

5-9-2017 NYC FCP/VHP Working Session

Background Context:

As of February monthly reporting in mid-March, the acquisition pipeline was extremely robust, several deals under LOI were set to close (albeit with some delayed timing) and YTD EBITDA was significantly above the Budget at $1.1M vs. $665k. The Pro Forma EBITDA was presented at $9.9M vs. a full year $9.1M Budget.

In terms of cash, it was forecasted at our January 30, 2017 BOD meeting by the then current CFO, Paul Miller, to be stable for Q1, with revolver availability of almost $2M, based on a projected balance at $1.15M versus our $3M line. The leverage ratio for Q1 was reported as 2.89 versus our covenant max of 3.5. In ongoing, routine FCP reporting updates the CFO was projecting a strong cash position. On February 20th he surprised the CEO and VHP with a cash forecast showing negative cash for the end of that week (2/24) of $95k. However, recovery was projected with a weekly inflow level of ~ $1.2M. It is important to highlight that the actual cash inflows in March did, in fact, come in near that level.

NOTE: Dave Alpern and Tom Watson held a call and discussed the need to topgrade the CFO based on an ongoing issue of late reporting, inaccurate forecasts, and other concerns which had been mounting, but were not being overcome. A CFO search was initiated before the end of February.

Situation Summary:

The company's average cash inflows for the four weeks in April were $926k, significantly lower than the expected $1.2M + run rate. The leverage ratio stands at 3.42 based on an analysis Mike Jablon along with Tom and Ilhan prepared Friday, May 5th. (This ratio is subject to change based on audit adjustments currently under review.) The revolver capacity remaining is just $150k, and will be needed to meet payroll on 5/12 despite previously securing an additional $500k in DDTL.

There is a need to secure equity, as well as recapitalize the business. The current debt agreement carries pre-payment penalties if FCP were to recap with a different bank before June 22nd. A serious complexity is the failure of the prior CFO to finalize the annual audit, and potential adjustments which have been proposed that could result in a covenant violation.

Despite the serious issues noted above, the acquisition pipeline remains very strong, with several material and accretive deals under LOI, and numerous opportunities in the NDA stage or otherwise in process. There is a talented management team, but we now have a critical opening in the CFO slot. A new RCM leader has been hired, and her predecessor terminated, however process issues and other challenges –many not raised by the prior CFO and RCM leader – have been discovered.

This working session has been called to evaluate what has / is causing the stressed cash position, the weaknesses in RCM people, processes, and technology, inclusive of supporting functions …

with the pressing need to ascertain root causes, and take actions to rectify the situation as rapidly as possible.

Evaluation Findings and Recommended Actions (Taken & Needed):
There is a need to be as specific as we can, with respect to the things that have been discovered, assess how they occurred, and why issues were not identified earlier, as well as to be honest about weaknesses in our RCM environment and resulting implications. There are four major categories outlined below. In a number of cases there are supporting materials which have been created / obtained to assist in gaining a deep understanding of the history, current status, and probable outcomes based on underlying trends, fundamentals, along with corrective actions put in place already and those still needed to fully resolve any persistent issues.

I. RCM and Supporting Functions:

NOTE: Refer to the files, RCM Mgmt Package and Credentialing Matrix. Numerous additional supporting documents will be shared electronically and presented on screen.

The major causes of the collections deterioration are illuminated in the newly designed RCM Mgmt. Package. This reporting package is laid out in chronological order based on the RCM cycle, and process flow steps. A key management report also included is a redesigned Credentialing Matrix (which contains references to the MSAs now in place, and extended).

Root Causes [Recent corrective actions are reflected in blue type]

- Generally, daily cash monitoring for use in forecasting were not comprehensive, constant, timely, nor effectively used in adapting to improve results. It was more of a reporting exercise, hence limited corrective actions were taken. Structure has been put around daily receipts, with a daily email containing the cash receipts by category compared to trend and forecast; this email is now published by 10am each day to all key parties. More is needed, for instance the "5 Column Charges" report established last Spring to isolate payment level inconsistencies vs. charges should be utilized; other enhancements such as adding visit volumes will assist in finding anomalies. In addition, determining payment timeframes by payor type (BCBS at 15 days vs. Medicaid at 30 days, example only) will aid in the predictive accuracy of the CFF.
- Unbilled inventory grew without proper oversight and action. Refer to the newly formatted Unbilled report, and accompanying detail in the email prepared by Dr. Katz that shows the "Not Ready" category with each provider and their respective unsigned charts; the balance of the Not Ready component is associated with Scribes who have not completed the patient charts. A comprehensive report of all Unbilled categories and all major systems/practices has now been developed, and is produced daily by 12 noon. Ongoing involvement of the CMO, and Regional Medical Directors, is necessary and has been set up as a routine (a 48-hour chart closure and sign-off standard should be established and communicated). Incentives and/or punitive actions may be appropriate.

- Failure to manage the growing RCM staff in terms of daily performance relative to assigned productivity goals. A full RCM Org Chart of all 55 headcount has been created. This staff must be reflected in the RCM Reporting Package, uniformly alerted of their individual goals, monitored, and managed up or out.
- Inadequate due diligence and integration preparation for assuming control of the newly acquired practice's RCM function. A new system was procured to better manage our due diligence and integration efforts [demo the technology]. Consideration should be given to making certain levels of intelligence gathering a requirement to close. It is imperative to conduct another thorough evaluation of every due diligence step and enhance our program as needed; this step necessarily involves all functional leaders, especially Finance and RCM.
- Inferior, dedicated RCM due diligence SWAT team talent. On Monday, 5/8 a new, strong, experienced resource (Cathy Dickey) is starting.
- Weak DBA talent hindered the ability to diagnose underlying acquisition risks, as well as allow insightful, and targeted resolution of issues post close.
- Comprehensive data for all systems / practices associated with Rejections / Denials and inclusion in the RCM Reporting Package (or the old KPIs) was never done; levels to escalated without awareness of what was included/excluded.
- Denied claim volume increases, and poor assessment of reoccurring reason codes caused cash collection delays. Early evaluation has revealed missing pre-auth. to be one of the root causes; communication / education of providers and staff is needed. (further scrutiny is necessary).
- Lack of full daily reconciliation of payments posted. In addition, no Suspense Acct. has been created to capture unmatched remittances with payments; this is believed to have over-stated A/R. An estimate must be made through a complete review of payments history going back to January of 2016.
- Follow-up procedures and measurements were weak, and in some cases appear non-existent. This pertains to contacting both insurers who have underpaid, late paid, as well as pursuing delinquent patient balances. Additional resources have been added. Means to monitor work activity must be developed, such as number of calls placed, letters sent, etc. Production standards for follow-up need to be established.
- Insufficient policies and procedures (P&P) in multiple areas across the RCM function, including patient collections, drove a material A/R balance. A new Front Desk policy has been created and implemented (on 5/5/2017) to improve collections upon the return of existing patients, as well as establishing a standard up-front Self Pay rate.
- Net revenue was not booked based on loaded payor contracts / contractual rates. To improve the integrity of our financial reporting this process must be established, and any system deficiencies overcome.
- Special ancillary or unique services, such as Rx, CCM, etc. must be managed closely and discrete targets set and met.

We will elaborate during our meeting on each point above, and discuss what people, process, and technology, etc. were involved, and reflect on why each problem arose. It is well understood that the CEO cannot be parachuting in to fight fires regularly. Part of

our discussion will naturally include reflecting who owned each area, and was responsible to manage the people, processes, and technology.

II. Provider Communication Concerns:

Gary, as well as Tom and Ed Motherway will outline their retrospective views and thoughts related to Dave's comments below.

From Dave: What are we doing to engage MDs; who is responsive to their needs within upper management. My sense is that they're continuing to get themselves wound up, mostly over what seem like small issues that could simply be responded to or positioned better, even if in the end we don't get them precisely what they want. The quote that is in my head is "all 10 guys wouldn't vote for a deal again today, if given the choice"; that's a much different message to me than MDs are just being their usual difficult self.

I would like you and Ed Motherway, in particular, along with Gary to be a bit introspective here; what staffing, process changes have we implemented that they've resisted and how have we communicated that. We will fail, if we can't clearly articulate to the MDs why we do what we are doing; our prior CFO clearly was part of the problem here (they were barking about unpaid A/P and they were mostly right to, as we were doing things at cross purposes with not only their wishes but sustaining good care [supplies, etc]).

I feel very strongly that we can't just be good at acquiring MDs and it's clear to me that we can't have the full thrust of our managerial resources towards acquisitions at the expense of the core Co. stability. I need you guys to really think on this, as I don't like the poisonous feeling I get talking to Clay and the MDs and think we should own our part in it. Moving our old CFO out is a good chance to reset this, but I want to hear from all of you on this score and be as specific as we can be and then talk constructively about actions we can take to calm these guys.

This is a super serious issue to me, so I need you and Ed Motherway and Gary to give this its weight, not just tell me the MDs are nuts (I've heard it, know it, and am not going to accept that as the full answer here).

III. Acquisition Financing Plan:

We need to assess our ability to fully resolve the above issues in advance of closing the large North Carolina acquisition (JCMC) and other small deals. On Friday May 5th we submitted a funding request to the bank for the accretive FasterCare practice, with an expected close date of 5/12.

IV. Financing, Recap and Audit:

Financing the business going forward is unfortunately tied to the recent events noted above, and we need to discuss this as a group. We must also resolve and finalize the annual audit. Dave and Mike will procure resource support related to disputing the audit findings.

Family Care Partners

Covenant Analysis

Colonial Covenants	Mar-17	Jun-17	Sep-17	Dec-17
LTM Metrics				
Adj EBITDA	$ 9,671	$ 9,379	$ 9,540	$ 9,591
Maintenance Capex	$ 90	$ 90	$ 90	$ 90
Growth Capex	$ -	$ -	$ -	$ -
Total Capex	$ 90	$ 90	$ 90	$ 90
Cash Interest Expense	$ 1,809	$ 1,962	$ 2,232	$ 2,505
Cash Income Taxes Paid	$ -	$ -	$ -	$ -
Mandatory Sr Debt Repayments	$ 184	$ 184	$ 244	$ 244
Mandatory Seller Note Debt Repayments	$ -	$ -	$ -	$ -
Sponsor Mgmt Fee	$ 500	$ 500	$ 500	$ 500
Senior Leverage Ratio				
Revolver	$ 1,150	$ 850	$ 750	$ -
Term Loans	$26,755	$ 27,897	$ 31,096	$ 33,272
Other Sr. Debt	$ -	$ -	$ -	$ -
Total Senior Debt	**$27,905**	**$ 28,747**	**$ 31,846**	**$ 33,272**
Adj EBITDA	$ 9,671	$ 9,379	$ 9,540	$ 9,591
1.) Total Leverage Ratio				
Total Senior Debt	$27,905	$ 28,747	$ 31,846	$ 33,272
Sub Debt	$ -	$ -	$ -	$ -
Seller Notes	$ -	$ -	$ -	$ -
Total Debt	**$27,905**	**$ 28,747**	**$ 31,846**	**$ 33,272**
Total Leverage Ratio	2.89x	3.07x	3.34x	3.47x

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FCP 8-Week Cash Flow - Last 5 Weeks and Next 3 Weeks

($ in thousands)

	Actual for Week Ended:					Forecast for Week Ended:									
	3/31/17	4/7/17	4/14/17	4/21/17	4/28/17	5/5/17	5/12/17	5/19/17	5/26/17	6/2/17	6/9/17	6/16/17	6/23/17	6/30/17	7/7/17	7/14/17	7/21/17	7/28/17
CASH FLOW SUMMARY																		
Colonial	$ 549	$ 656	$ 528	$ 619	$ 506	$ 594	$ 560	$ 560										
Pharmacy	$ 69	$ 102	$ 77	$ 101	$ 87	$ 90	$ 90	$ 90										
Santee Cooper	$ -	$ 22	$ 24	$ 4	$ 12	$ 10	$ 10	$ 10										
Padgett	$ 38	$ 33	$ 29	$ 24	$ 12	$ 15	$ 15	$ 15										
ENCMG	$ 215	$ 217	$ 244	$ 195	$ 163	$ 200	$ 200	$ 200										
Wagener	$ 1	$ 1	$ 1	$ -	$ -	$ 1	$ 1	$ 1										
Buncher	$ -	$ 15	$ 20	$ -	$ 10	$ 15	$ 25	$ 25										
Newton	$ -	$ -	$ -	$ -	$ -	$ 5	$ 5	$ 5										
Subtotal Existing	$ 873	$ 1,046	$ 923	$ 943	$ 790	$ 930	$ 906	$ 906	$ 956	$ 1,006	$ 1,056	$ 1,106	$ 1,156	$ 1,190	$ 1,190	$ 1,190	$ 1,190	$ 1,190
RCM Inventory Backlog	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 100	$ 100	$ 100	$ 100	$ 100	$ 100	$ 100	$ 100	$ 100
Collections - Existing	**$ 873**	**$ 1,046**	**$ 923**	**$ 943**	**$ 790**	**$ 930**	**$ 906**	**$ 906**	**$ 956**	**$ 1,106**	**$ 1,156**	**$ 1,206**	**$ 1,256**	**$ 1,290**	**$ 1,290**	**$ 1,290**	**$ 1,290**	**$ 1,290**
FasterCare	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 12	$ 23	$ 35	$ 46	$ 46	$ 46	$ 46	$ 46	$ 46	$ 46	$ 46
Sumter PT	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 7	$ 15	$ 22	$ 30	$ 30	$ 30	$ 30	$ 30
Collections - Acquisitions	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 12**	**$ 23**	**$ 35**	**$ 53**	**$ 61**	**$ 68**	**$ 76**	**$ 76**	**$ 76**	**$ 76**	**$ 76**
TOTAL COLLECTIONS	**$ 873**	**$ 1,046**	**$ 923**	**$ 943**	**$ 790**	**$ 930**	**$ 906**	**$ 918**	**$ 979**	**$ 1,141**	**$ 1,210**	**$ 1,267**	**$ 1,325**	**$ 1,366**	**$ 1,366**	**$ 1,366**	**$ 1,366**	**$ 1,366**
Payroll	$ 812	$ 59	$ 808	$ -	$ 730	$ 61	$ 775	$ -	$ 35	$ 770	$ -	$ 750	$ -	$ 750	$ -	$ 836	$ -	$ 50
Payroll Taxes	$ 382	$ -	$ 444	$ -	$ 129	$ 371	$ -	$ 439	$ 15	$ 407	$ -	$ 400	$ -	$ 400	$ -	$ 469	$ -	$ 25
Benefits Disbursements	$ -	$ -	$ 26	$ -	$ -	$ 132	$ 41	$ 98	$ 45	$ -	$ 152	$ 45	$ -	$ -	$ -	$ 152	$ 45	$ -
Rent	$ -	$ 210	$ -	$ -	$ -	$ 215	$ -	$ -	$ -	$ 215	$ -	$ -	$ -	$ -	$ 215	$ -	$ -	$ -
Pharmacy/Medical Supplies	$ 112	$ 100	$ 91	$ 89	$ 124	$ 90	$ 177	$ 180	$ 150	$ 150	$ 150	$ 150	$ 150	$ 150	$ 150	$ 150	$ 150	$ 150
Other Operating Disbursements	$ 58	$ 97	$ 114	$ 110	$ 235	$ 265	$ 173	$ 250	$ 260	$ 220	$ 220	$ 220	$ 220	$ 260	$ 220	$ 220	$ 220	$ 260
A/P Catch-Up	$ 16	$ 191	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 100	$ 100	$ 100	$ 100	$ 100	$ 100	$ 100
Capital Expenditures	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
VHP Management Fee	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Interest Payments	$ 450	$ -	$ -	$ -	$ 25	$ -	$ -	$ -	$ 25	$ -	$ -	$ -	$ -	$ 475	$ -	$ -	$ -	$ 25
Principal Payment	$ 45	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 45	$ -	$ -	$ -	$ -
Disbursements - Existing	**$ 1,874**	**$ 656**	**$ 1,483**	**$ 199**	**$ 1,243**	**$ 1,134**	**$ 1,166**	**$ 967**	**$ 530**	**$ 1,762**	**$ 522**	**$ 1,665**	**$ 470**	**$ 2,180**	**$ 685**	**$ 1,927**	**$ 515**	**$ 610**
FasterCare	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 35	$ 35	$ 35	$ 35	$ 35	$ 35	$ 35	$ 35	$ 35	$ 35	$ 35
Sumter PT	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 23	$ 23	$ 23	$ 23	$ 23	$ 23	$ 23	$ 23
Disbursements - Acquisitions	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 35**	**$ 35**	**$ 35**	**$ 59**	**$ 59**	**$ 59**	**$ 59**	**$ 59**	**$ 59**	**$ 59**	**$ 59**
TOTAL DISBURSEMENTS	**$ 1,874**	**$ 656**	**$ 1,483**	**$ 199**	**$ 1,243**	**$ 1,134**	**$ 1,166**	**$ 1,002**	**$ 565**	**$ 1,797**	**$ 581**	**$ 1,724**	**$ 529**	**$ 2,239**	**$ 744**	**$ 1,986**	**$ 574**	**$ 669**
NET OPERATING CASH FLOW	**$ (1,002)**	**$ 390**	**$ (560)**	**$ 744**	**$ (453)**	**$ (203)**	**$ (260)**	**$ (85)**	**$ 414**	**$ (657)**	**$ 629**	**$ (457)**	**$ 796**	**$ (873)**	**$ 622**	**$ (620)**	**$ 792**	**$ 697**
Acquisitions Cash Purchase Price	$ -	$ -	$ -	$ -	$ -	$ -	$ (1,900)	$ -	$ -	$ (875)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
DDTL Draw	$ -	$ -	$ -	$ 150	$ 500	$ -	$ 2,100	$ -	$ -	$ 975	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Revolver Draw	$ -	$ -	$ -	$ -	$ -	$ -	$ 150	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Other/CMO Buy-in	$ 275	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Net Non-Operating Cash Flow	**$ 275**	**$ -**	**$ -**	**$ 150**	**$ 500**	**$ -**	**$ 350**	**$ -**	**$ -**	**$ 100**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
NET CASH FLOW	**$ (727)**	**$ 390**	**$ (560)**	**$ 894**	**$ 47**	**$ (203)**	**$ 90**	**$ (85)**	**$ 414**	**$ (557)**	**$ 629**	**$ (457)**	**$ 796**	**$ (873)**	**$ 622**	**$ (620)**	**$ 792**	**$ 697**
CASH & DEBT SUMMARY																		
Cash - Beginning Balance	$ 288	$ (438)	$ (48)	$ (608)	$ 286	$ 332	$ 129	$ 219	$ 134	$ 548	$ (8)	$ 621	$ 164	$ 960	$ 87	$ 709	$ 89	$ 880
Net Cash Flow	$ (727)	$ 390	$ (560)	$ 894	$ 47	$ (203)	$ 90	$ (85)	$ 414	$ (557)	$ 629	$ (457)	$ 796	$ (873)	$ 622	$ (620)	$ 792	$ 697
Cash - Ending Balance	**$ (438)**	**$ (48)**	**$ (608)**	**$ 286**	**$ 332**	**$ 129**	**$ 219**	**$ 134**	**$ 548**	**$ (8)**	**$ 621**	**$ 164**	**$ 960**	**$ 87**	**$ 709**	**$ 89**	**$ 880**	**$ 1,577**
PF TTM EBITDA at 3/31	$ 8,066	$ 8,066	$ 8,066	$ 8,066	$ 8,066	$ 8,066	$ 8,066	$ 8,066	$ 8,066	$ 8,066	$ 8,066	$ 8,066	$ 8,066	$ 8,066	$ 8,066	$ 8,066	$ 8,066	$ 8,066
FasterCare							$ 644	$ 644	$ 644	$ 644	$ 644	$ 644	$ 644	$ 644	$ 644	$ 644	$ 644	$ 644
Sumter PT										$ 408	$ 408	$ 408	$ 408	$ 408	$ 408	$ 408	$ 408	$ 408
PF TTM EBITDA	**$ 8,066**	**$ 8,066**	**$ 8,066**	**$ 8,066**	**$ 8,066**	**$ 8,066**	**$ 8,710**	**$ 8,710**	**$ 8,710**	**$ 9,118**	**$ 9,118**	**$ 9,118**	**$ 9,118**	**$ 9,118**	**$ 9,118**	**$ 9,118**	**$ 9,118**	**$ 9,118**
Debt - Beginning Balance	$ 26,951	$ 26,951	$ 26,951	$ 26,951	$ 27,101	$ 27,601	$ 27,601	$ 29,851	$ 29,851	$ 29,851	$ 30,826	$ 30,826	$ 30,826	$ 30,826	$ 30,826	$ 30,826	$ 30,826	$ 30,826
DDTL Draw	$ -	$ -	$ -	$ 150	$ 500	$ -	$ 2,100	$ -	$ -	$ 975	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Revolver Draw	$ -	$ -	$ -	$ -	$ -	$ -	$ 150	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Debt - Ending Balance	**$ 26,951**	**$ 26,951**	**$ 26,951**	**$ 27,101**	**$ 27,601**	**$ 27,601**	**$ 29,851**	**$ 29,851**	**$ 29,851**	**$ 30,826**	**$ 30,826**	**$ 30,826**	**$ 30,826**	**$ 30,826**	**$ 30,826**	**$ 30,826**	**$ 30,826**	**$ 30,826**
Debt to EBITDA	**3.34x**	**3.34x**	**3.34x**	**3.36x**	**3.42x**	**3.42x**	**3.43x**	**3.43x**	**3.43x**	**3.38x**	**3.38x**	**3.38x**	**3.38x**	**3.38x**	**3.38x**	**3.38x**	**3.38x**	**3.38x**

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FCP Cash Flow Support

($ in thousands)

EXISTING BUSINESS

	Actual March	Adjusted Newton per Month (closed 3/31)	PF March	% Haircut	Adjusted March	Adjusted March Annualized	Adjusted March Weekly
Revenue	$ 5,351	$ 77	$ 5,427	95.0%	$ 5,156	$ 61,873	$ 1,190
Salaries and Wages	$ 2,710	$ 51	$ 2,761		$ 2,761	$ 33,137	$ 637
Other Expenses	$ 1,845	$ 16	$ 1,862		$ 1,862	$ 22,340	$ 430
Total Cash Expenses	$ 4,556	$ 67	$ 4,623		$ 4,623	$ 55,476	$ 1,067
EBITDA	$ 795	$ 9	$ 804		$ 533	$ 6,397	$ 123

Week Ending	Collections
2/17/17	$ 1,022
2/24/17	$ 928
3/3/17	$ 1,059
3/10/17	$ 1,147
3/17/17	$ 1,036
3/24/17	$ 1,164
3/31/17	$ 871

Near-Term Acquisitions

	FasterCare		Sumter PT	
	Adjusted Annual	Adjusted Weekly	Adjusted Annual	Adjusted Weekly
Revenue	$ 2,397	$ 46	$ 1,539	$ 30
Total Cash Expenses	$ 1,839	$ 35	$ 1,213	$ 23
EBITDA	$ 558	$ 11	$ 326	$ 6

RCM Inventory Backlog

Unbilled	$ 800
Denial Rate	$ 400
Total	$ 1,200

AP

	Total	MLB & N. Mullins	Total Ex. Low Priority
Current	$ 608	$ -	$ 608
30	$ 1,275	$ -	$ 1,275
60	$ 1,143	$ 245	$ 898
90	$ 882	$ 129	$ 753
Over 90	$ 751	$ 301	$ 450
Total	$ 4,658	$ 675	$ 3,983
90 & Over 90	$ 1,632	$ 430	$ 1,202

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March 2017 RCM Metrics Analysis - for MOR

Visits:		April	March	February	January
	New Patients		1,186		
	Existing Patients		20,230		
	Total Visits	-	21,416	17,222	13,673

Comments:

Visits are up and the cash collections weakness is thus not a function of a visit miss. Even Same Site visits are up. The cash issue is associated with other levers in the business - see below.

Same Site Visits Comparisons:		CM	CM	PY	% Incr.
	Same Site		10,951	10,595	3.4%
	New Site		10,465	-	
	Departed Providers	-	-	861	
	Total Visits	#VALUE!	21,416	11,456	87%

		CY YTD	CY YTD	PY YTD	% Inc/(Dec)
	Same Site		30,885	29,129	6.0%
	New Site		22,649	-	
	Departed Providers			2,378	
	Total Visits	-	53,534	31,507	70%

Ave. Charge Trend Analysis:		April	March	February	January
	Total Net Charges				
	Total Visits				
	Ave. Charge per Visit				

Comments:

Evaluation of average charge incre/decr will predict collection expected. **NEW - should be an indicator that service mix changed fav/unfav.**

E&M Coding Distribution:		CM Actual	TTM %	Benchmark	New Visits	Ave. Rates	Value
	99201	0%	0%	1%			
	99202	27%	18%	16%	321	$71.20	$2,628
	99203	43%	42%	48%			
	99204	24%	31%	30%	283	$157	($2,488)
	99205	6%	9%	6%			
		100%	100%	100%			
	99211	1%	0%	3%			
	99212	2%	1%	4%			
	99213	37%	35%	47%			
	99214	57%	61%	43%			
	99215	3%	3%	3%			
		100%	100%	100%			

Comments:

The mix of business by CPT is off historic levels and the industry benchmark, but it has a net insignificant impact given the small "new" patient volume.

GARY - PROVIDER DASHBOARD

TWW: Determined TTM is not full enterprise!

NOTE: Use Supplemental Rpt if necessary.

Avg. Days to Bill:	CM	PM	Target
(From DOS to Billed)	Under Development		3

Comments: PAT - KEY OPPTY., ADDITION OF STAFF (IN PART)

Value of Ave. Days to Bill improvement of even one day is ~ $225k

Unbilled:		March	February	January	Target
	Not Ready	3,419	2,136	1,298	2,000
	Hold (= Credentialing)	1,082	2,075	1,783	0
	Ready (= RCM Inventory)	2,068	1,450	1,456	1,000
		6,569	5,661	4,537	3,000
	Pct. Mar. vs. Target	119%	**(Value: ~3,500 incr. * $225/claim = $800k)**		

<== NEED ENTERPRISE NUMBER, this is just GW

Comments: MOTHERWAY - SCRIBE MANAGEMENT

Value of the backlog in Unbilled is approx. $800k; the CMO has engaged the providers and the COO is over-managing the scribes to work the backlog down to target levels.

Staff Productivity By Function	FTE's	March	CM vs Goal	February	January
Billers - Goal: 20 claims/hr	5	20.23	0.23	19.70	19.78
Follow-up - Goal: 10 claims/hr	7	8.33	(1.67)	8.51	4.27
Collectors - Goals: 10 claims/ hr	2	11.71	1.71	8.02	5.62
Payment Posting - Goal: 400 posting/hr	(1 --> 2)	922	522	424	401

<== PAT - STRONG DAILY MANAGEMENT

(need to show all 55 staff, less mgmt.)

<== NEED ENTERPRISE NUMBER, this is just GW

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3659
VARSITY - 000022

Rejections/Denials		March	February	January	Benchmark
	Clean Claims	35,784	25,315	19,366	95.0%
	Claims Rejected	1,338	1,639	1,096	5.0%
	Total Claims	37,122	26,954	20,462	100.0%
	Claims Denied	3,566	2,830	n/a	5.0%
	Pct. of Total	9.6%	10.5%	(Value: ~ $400K)	

<== PAT - STRONG DAILY MANAGEMENT
(need to validate Denial TTM vs. Benchmark of 5%)

Payment Posting (Suspense Account)	March	February	January	Benchmark

Comments:

NEW: We have identified a backlog of posting. Need to get inventory level to monitor ... results in artificially high A/R. Also, need Suspense acct.!!

Collection Agency: (Colonial Platform only)	CM Activity
Placed with Agency	$131,694
Collection	$13,066
% Recovered (Cumm.)	6.2%

Bank Covenants	Actual	Covenant
Total Leverage Ratio	**3.46**	<3.50
Fixed Charge Ratio	2.04	>1.10

Comments: PAT & MOTHERWAY, GARY INVOLVED IN POLICY

Patient Pay balance is significant as deductible balances have not been met. New RCM Leader has dedicated additional resources to work the aging balances ... also preparing Front Desk training and stronger upfront collection policy.

NEW: Determined ENCMG Patient Balance was reported prev. at $0; CAP!

A/R Aging - as of 3/31	Total	0 - 30	31 - 60	61 - 90	91 - 120	121 +	% Total	DRO Mar-17	DRO Feb-17	DRO Jan-17
Blues	$2,232,714	$1,744,149	$236,142	$68,440	$30,102	$153,881	16%	42.5	37.7	22.4
Commercial	1,091,956	715,277	154,225	51,284	31,032	140,138	9%	27.7	56.2	39.5
Medicaid	932,334	439,848	156,918	105,965	77,229	152,373	7%	37.3	42.4	37.4
Medicare	3,403,647	2,486,574	337,724	256,382	73,308	249,659	26%	33.5	30.2	28.7
Uninsured	328,230	73,445	54,651	21,995	14,475	163,664	2%	72.6	-	-
Tricare	376,220	261,375	23,989	17,608	3,121	70,127	3%	18.3	23.4	19.3
Worker's Comp	53,480	9,912	7,127	3,007	17,053	16,381	13%	100.4	94.1	92.6
Patient Pay (after Ins)	3,266,184	649,114	540,525	319,038	171,022	1,586,484	25%	72.6	254.7	90.5
Total	$11,684,764	$6,379,694	$1,511,302	$843,720	$417,341	$2,532,707	100%	37.0	37.0	35.6
	100%	55%	13%	7%	4%	22%				

Insurance (shown @ Gross level)	**$8,090,350**	$5,657,135	$916,126	$502,686	$231,844	$782,559
Patient Pay & Uninsured	**$3,594,414**	$722,559	$595,176	$341,034	$185,497	$1,750,148
Total	**$11,684,764**	$6,379,694	$1,511,302	$843,720	$417,341	$2,532,707

<== ENCMG balance missing is ~ $219k
NOTE: Use Supplemental Rpt if necessary for patient portion.

Contractual Adjustment & W/O Factors:

Insurance Contractual Adj. Estimate	50%	<=== HAVE TO VALIDATE THEESE!!
Patient Pay & Uninsured W/O Factor	75%	<=== HAVE TO VALIDATE THEESE!!

A/R - Converted Based on Adj & W/O:	Net A/R	Unbilled	CCM	Rx	Other	Total Receivables
Insurance	**$4,045,175**					
Patient Pay & Uninsured	**$2,695,811**					
	$6,740,986	**$1,478,025**	**$393,182**	**$368,612**	**$19,958**	**$9,000,763**

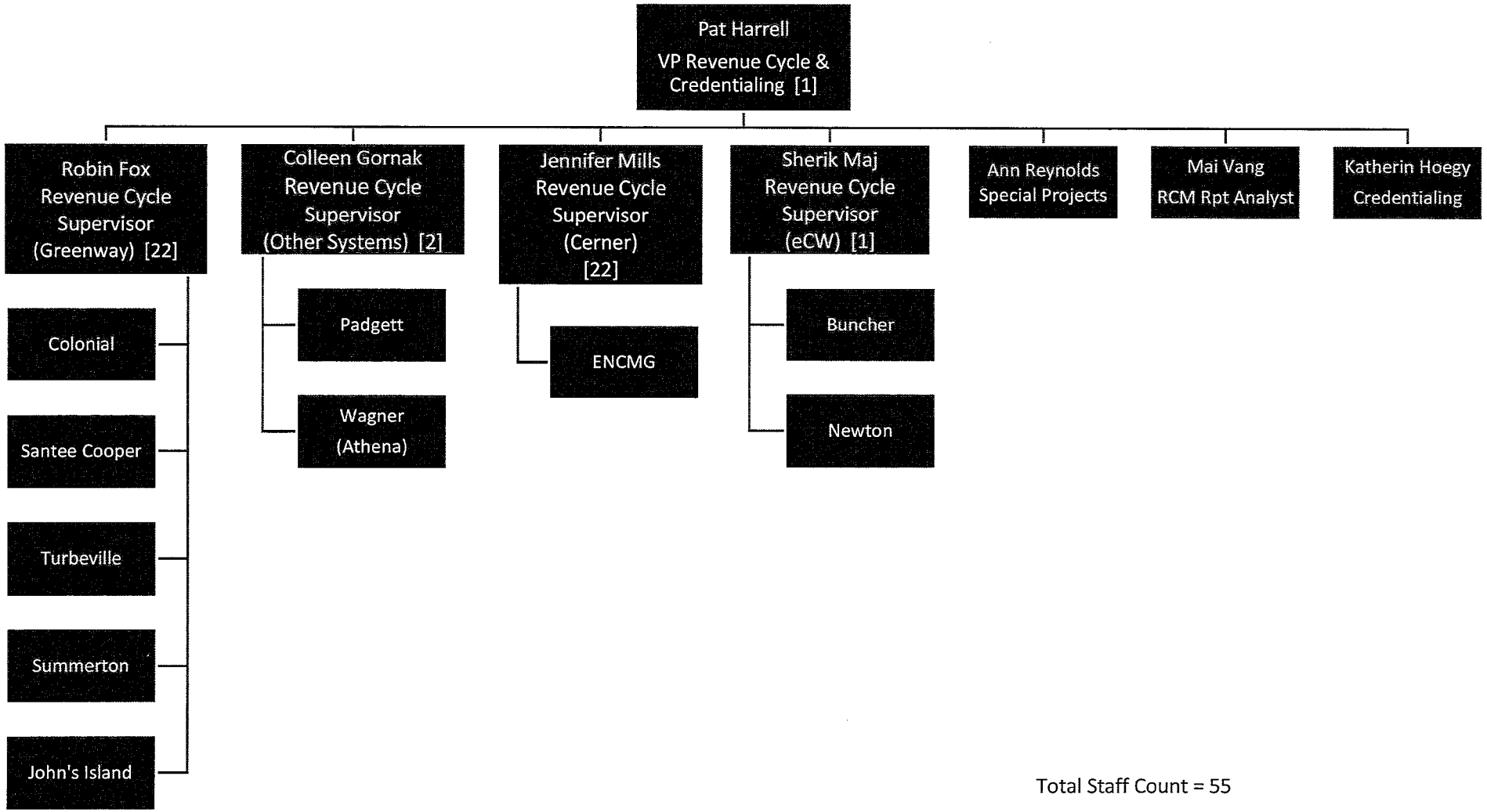
Comments:

Net Receivable in total including Unbilled, Chronic CM, and Rx is north of $9M.

CONFIDENTIAL 3660

VARSITY - 000023

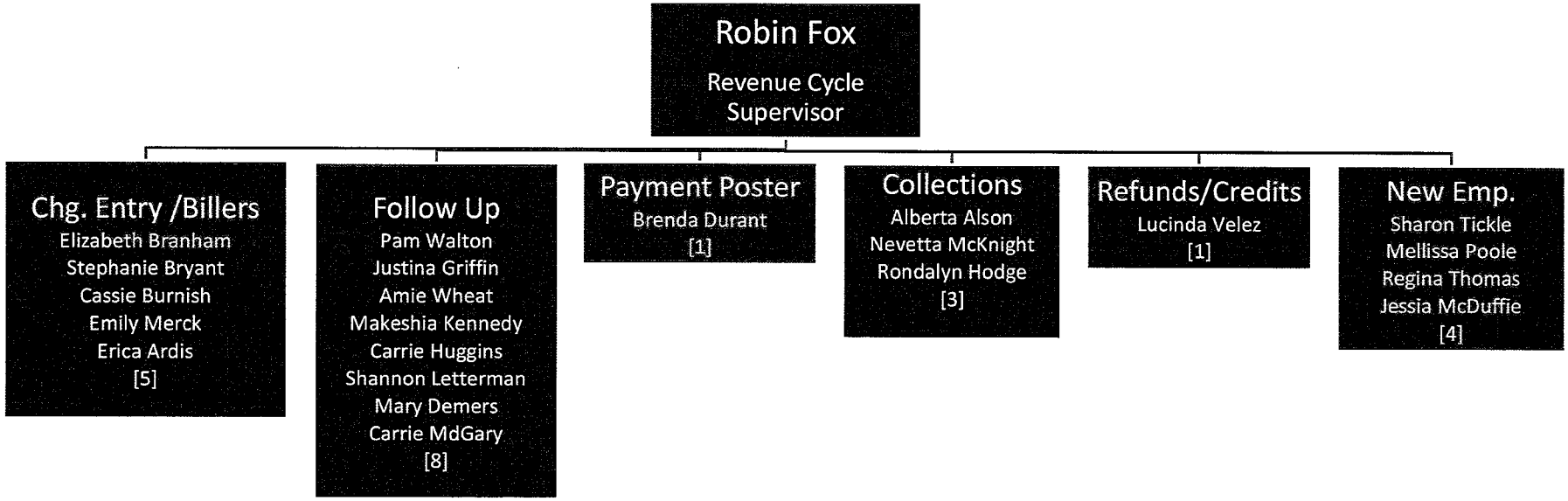
Family Care Partners Holdings, LLC.



Total Staff Count = 55

CONFIDENTIAL
3661
VARSITY - 000024

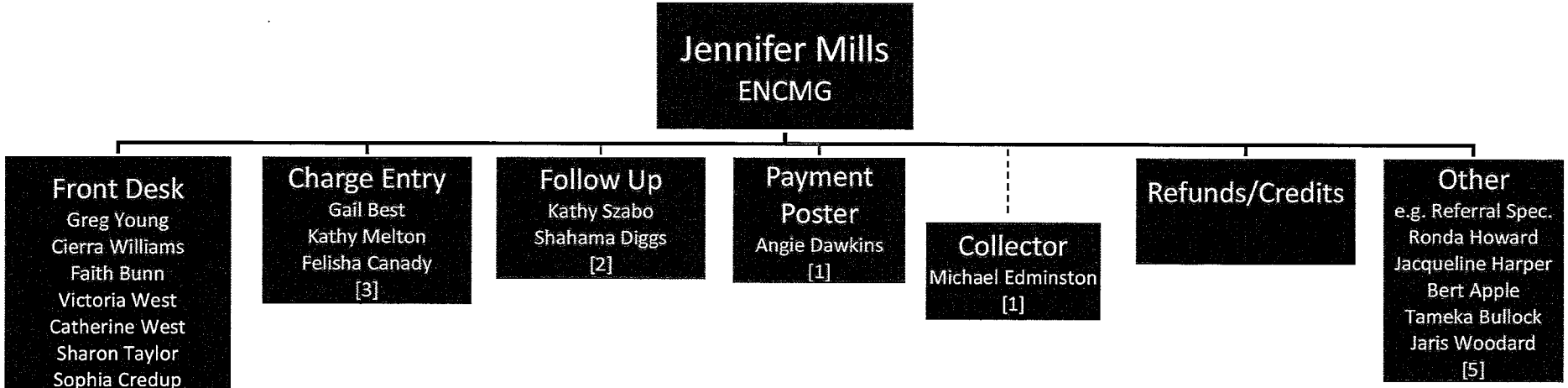
Family Care Partners Holdings, LLC.



Total Staff Count = 22

CONFIDENTIAL
3662
VARSITY - 000025

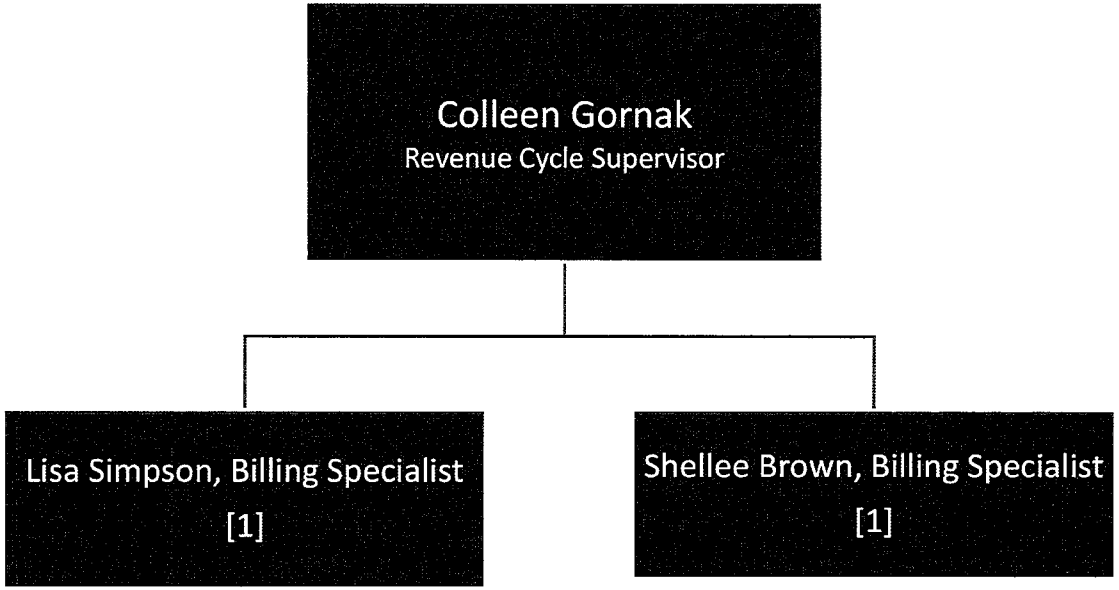
Family Care Partners Holdings, LLC.



Total Staff Count = 23

CONFIDENTIAL
3663
VARSITY - 000026

Family Care Partners Holdings, LLC.

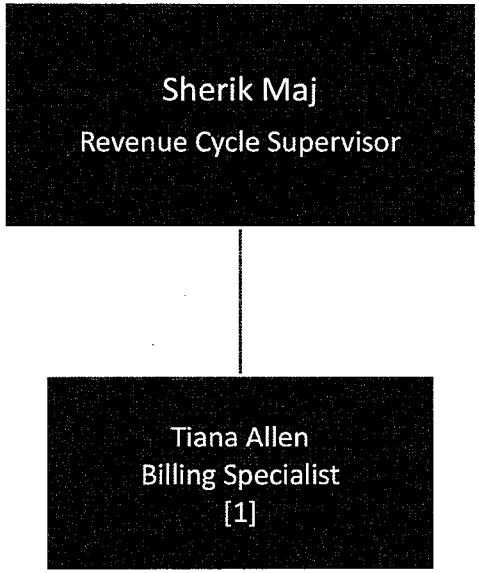


Total Staff Count = 2

CONFIDENTIAL
3664

VARSITY - 000027

Family Care Partners Holdings, LLC.



Total Staff Count = 1

CONFIDENTIAL
3665
VARSITY - 000028

BILLING MATRIX 5.3.2017

Last name	First name	Degree	Practice Site (primary)	Group Name	Original Hire Date	Acquisition Date	MSA Effective Date and Duration	Medicare	Medicaid	BCBSSC	Blue Choice SC	United Healthcare	Cigna	Tricare	Aetna	Anthem (WellCare)	BlueChoice Mcaid SC	Molina	Select Health
Smith	Kate E	MD	Turbeville	East Clarendon Medical Center	7/1/1966	11/1/2016	NA	12/12/2016	11/1/2016	Doc Required	Doc Required	Link App Submitted	9/1/2016	10/24/2016	App Submitted	Doc Required	Doc Required	11/1/2016	3/29/2017
Aldrich	William	MD	Manning	CFP	8/3/2013	NA	NA	9/15/2013	8/3/2013	10/14/2013	10/14/2013	1/1/2014	6/10/2014	8/1/2012	7/6/1990	App Submitted	10/14/2013	1/1/2014	11/18/2015
Anderson	Paula A	MD	325 Broad	CFP	11/1/2012	NA	NA	5/30/2012	11/1/2012	App Submitted	App Submitted	7/1/2012	7/1/2012	7/1/2012	5/1/2016	6/1/2016	App Submitted	1/1/2014	1/25/2017
Baker	John K	MD	Wesmark	CFP (Neurology)	3/15/2011	NA	NA	3/26/2011	3/15/2011	4/1/2011	4/1/2011	8/24/2011	9/19/2011	3/1/2011	11/18/2016	6/1/2016	8/28/2014	11/9/2013	6/24/2014
Bista	Sukirti	MD	742 W Liberty	CFP (Pediatrics)	11/16/2015	NA	NA	1/11/2016	11/16/2015	11/19/2015	5/5/2016	1/30/2017	3/1/2016	1/1/2015	3/4/2016	6/1/2016	5/5/2016	12/10/2015	5/24/2016
Chandler	Michael	MD	4700/Rosewood	CFP	11/14/2016	11/14/2016	NA	12/21/2016	1/20/2017	Doc Required	Doc Required	1/20/2017	3/27/2017	App Submitted	9/1/2016	App Submitted	Doc Required	App Submitted	App Submitted
Grunksy	Mitchell R.	MD	325 Broad	CFP	3/7/2004	NA	NA	7/1/2004	4/21/2004	8/9/2004	8/9/2004	12/1/2009	9/8/2004	8/1/2004	11/21/2014	App Submitted	App Submitted	10/30/2013	7/25/2014
Judy	Carrie A	MD	Wesmark	CFP	4/5/2011	NA	NA	4/1/2011	1/7/2011	4/1/2011	4/1/2011	4/29/2011	7/22/2011	7/1/2011	6/17/2016	6/1/2016	App Submitted	1/1/2012	6/27/2014
Leonard	Jason M	MD	325 Broad	CFP	4/11/2007	4/11/2007	NA	3/1/2007	4/7/2006	8/13/2007	8/13/2007	12/1/2009	10/30/2007	8/1/2007	7/10/2015	6/1/2016	App Submitted	1/1/2014	1/1/2014
Lowder	Clayton R	MD	325 Broad	CFP	1/1/1999	NA	NA	10/1/2002	10/1/1995	10/1/2002	10/1/2002	12/1/2009	10/1/2002	8/1/2001	2/20/2015	App Submitted	App Submitted	10/30/2013	7/6/2016
Lucas	Thomas L	MD	325 Broad	CFP	8/9/2010	NA	NA	8/9/2010	8/29/2008	8/9/2010	8/9/2010	12/18/2010	10/28/2010	8/1/2010	1/8/2016	App Submitted	App Submitted	10/31/2013	7/25/2014
Mahr	Christopher	MD	698 Bultman	CFP	1/28/2008	NA	NA	4/28/2008	7/22/2005	4/28/2008	4/28/2008	8/1/2014	4/28/2008	4/1/2008	6/10/2016	App Submitted	8/28/2014	1/1/2008	7/31/2014
Meyers	Edward J	MD	325 Broad	CFP (UC)	6/16/2008	NA	NA	10/13/08	7/1/2007	10/13/2008	10/13/2008	12/1/2015	10/13/2008	10/13/2008	9/2/2016	6/1/2016	App Submitted	10/31/2013	1/1/2015
Morris	Winston	MD	4700 Forest	CFP	11/5/2015	NA	NA	2/1/2016	11/5/2015	11/10/2015	11/10/2015	11/11/2015	11/11/2015	1/1/2016	10/1/2016	6/1/2016	11/10/2015	10/1/2014	8/11/2016
Pricgen	Kaoru J	MD	4700 Forest	CFP	9/1/2013	NA	NA	9/1/2013	9/1/2013	9/3/2013	9/3/2013	1/1/2014	9/3/2013	8/1/2016	7/8/2016	App Submitted	2/26/2015	2/17/2017	11/22/2016
Ridgeway	Robert L	MD	Manning	Santee Cooper	1/1/2017	1/1/2017	1/1/17 - Term: 30 day notice	1/1/2017	1/1/2017	App Submitted	App Submitted	Link App Submitted	1/1/2017	Docs Required	App Submitted	App Submitted	App Submitted	1/1/2017	3/29/2017
Soto	Carlos A	MD	4700 Forest	CFP	5/1/2010	NA	NA	5/1/2010	5/1/2010	5/1/2010	5/1/2010	1/1/2011	5/1/2010	5/1/2010	11/1/2008	6/1/2016	5/25/2011	10/31/2013	9/23/2015
Stewart	Ike C	MD	Wesmark	CFP	1/16/2008	NA	NA	1/16/2008	1/16/2008	1/16/2008	1/16/2008	1/1/2014	2/15/2008	1/1/2008	12/18/2015	6/1/2016	App Submitted	1/1/2008	7/25/2014
Thivaga	Aathi	MD	215 W Hampton	CFP (Pain)	3/16/2016	NA	NA	2/1/2017	3/16/2016	App Submitted	App Submitted	12/12/2016	12/13/2016	App Submitted	9/1/2016	App Submitted	App Submitted	10/31/2015	4/3/2017
Trigg	David R	MD	Manning	Santee Cooper	7/22/2016	NA	1/1/17 - Term: 30 day notice	4/3/2016	1/27/2017	5/12/2016	5/12/2016	6/23/2016	1/17/2017	1/1/2016	7/22/2016	App Submitted	5/12/2016	2/17/2017	8/1/2015
Whaley	David G	MD	325 Broad	CFP	1/1/2000	NA	NA	10/1/2002	1/1/2000	10/1/2012	10/1/2012	12/1/2009	10/1/2002	1/1/2012	6/9/2015	6/1/2016	10/1/2012	1/1/2014	9/23/2014

	Date	Date provider linked; Ready for billing - Site(s)				Linked - Pending	Provider linked but awaiting effective date					Doc Required	Documents/Creds requested from provider/Colonial			Not Required	Midlevels don't require credentialing		
	App Submitted	New cred app submitted to payor - Date				Link App Submitted	Link application submitted to payor - Date					Docs Received	All documents/credentials received from provider			App Denied	Application denied by payor - Comment		

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VARSITY - 000029

From: Thomas Watson
Sent: Friday, May 5, 2017 12:44 PM
To: Mai Vang <mai.vang@colonialhealthcare.com>; Gary Katz <gary.katz@fcpmgmt.com>; Ed Motherway <ed.motherway@fcpmgmt.com>
Cc: Ilhan Aygun <ilhan.aygun@fcpmgmt.com>; Brian Callahan <brian.callahan@fcpmgmt.com>; Pat Harrell <pat.harrell@fcpmgmt.com>
Subject: RE: Unbilled Charges Report - new format
Importance: High

Mai, please populate this new format, and work with Pat to ensure we start getting the detail of Not Ready/Hold/Ready for ALL other practices included in this key management report next week.

For now, please update the report to reflect the unbilled counts for yesterday. I'd like to get this new updated data by EOD today. Thanks!

Ed & Gary, as I mentioned in email earlier this week and on our group alignment call in prep for the Tuesday NYC meeting with Varsity I would like you to be prepared to share electronic copies of the materials you have developed or are otherwise using to gain control over the Not Ready's, i.e., the detailed split between not signed (by a Doc) and not completed (by a Scribe). I would add, for context and to demonstrate actions taken I would suggest that you set up a special Inbox sub-folder for the NYC mtg. and capture things like the email sent to the provider reflecting the full set of data on unsigned chart volumes by provider.

I know you believe you/your teams made a great deal of progress. Our goal is 2,000 for Not Readys … anxious to see the new tally. Obviously, we will be asked on Tuesday where we landed on Monday, and I'd prefer you (Ed) pull and present this file at the meeting. **I believe it is appropriate to display an inventory BEFORE the Monday spike.**

TW

From: Teresa Meinert <teresa.meinert@fcpmgmt.com>
Sent: Monday, May 8, 2017 2:24 PM
To: David Alpern <DA@varsityhealthcarepartners.com>
Cc: Kenton Rosenberry <KR@varsityhealthcarepartners.com>; Michael Jablon <MJ@varsityhealthcarepartners.com>; Steven Boyd <SKB@varsityhealthcarepartners.com>; Brian Callahan <brian.callahan@fcpmgmt.com>; Ed Motherway <ed.motherway@fcpmgmt.com>; Ed Mcfadden <ed.mcfadden@fcpmgmt.com>; Kevin Rogus <kevin.rogus@fcpmgmt.com>; Gary Katz <gary.katz@fcpmgmt.com>; Nerissa Reed <NR@varsityhealthcarepartners.com>; Amy Maser <AM@varsityhealthcarepartners.com>
Subject: Supplemental to FCP working Session

Please see the attached as a supplement to the previous PDF from Tom.
Thank you.

Teresa Meinert
Executive Assistant to President & CEO

Family Care Partners
855 Gold Hill Rd. Suite 106
Ft. Mill, SC 29708
Ph: 803 619-6599
Teresa.meinert@fcpmgmt.com

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From: Gary Katz
Sent: Monday, May 8, 2017 10:54 AM
To: Provider Group <providergroup@fcpmgmt.com>
Cc: Laurie Lingefelt <laurie.lingefelt@colonialfamilypractice.com>; Thomas Watson <thomas.watson@fcpmgmt.com>; Ed Motherway <ed.motherway@fcpmgmt.com>; Pat Harrell <pat.harrell@fcpmgmt.com>; Misty Johnson <misty.johnson@colonialhealthcare.com>
Subject: Awesome Progress - Thank you - Chart signing update

All,
Here is the progress on signing in just the past 48 hours. Please keep up the strong work. I heartfully appreciate each and every one of your efforts.
Very respectfully,
Gary

Gary Katz, MD, MBA, FACEP
Chief Medical Officer
Sr. VP Medical Affairs

Family Care Partners
855 Gold Hill Road
Suite 106
Fort Mill, South Carolina 29708
614-207-6882

Rendering	5/6/2017	5/7/2017
0		
Abigail S. Ham	36	8
Ashley Munn	27	23
Carlos A. Soto	5	5
Carrie Hoshour	5	5
Celia M. Herring	243	203
Chasity L. Sims	1	1
Christopher M. Mahr	79	101
Clayton R. Lowder	95	51
David G. Whaley	595	466
David R. Trigg	209	47
Edward J. Meyers	114	63
Felicia Heyward	44	22
Gina Wilson	12	12
Jason M. Leonard	131	35
Jessica Robinson	10	10

John K. Baker	1	1
Julie Miles	122	89
Kaoru Pridgen	44	52
Kate Smith	1	1
Kimberly Reisenauer	10	1
Lillian G. Stukes	16	16
Mary K. Cox	14	35
Maxine Myers	95	57
Michael Chandler	26	26
Mitchell R. Grunsky	4	6
Paula A. Anderson	1	1
Robert L. Ridgeway	55	34
Shelley G. Stevens	63	23
Sukirti Bista	5	5
Thomas L. Lucas	121	86
William Byrd	17	22
William C. Aldrich	324	217
Thiyagarajah	9	9
William T. Culclasure	273	152
Winston Morris	5	5
Carrie A. Judy	1	2
Heather Adkins	0	0
Ike Stewart	0	0
Julie West	0	0
Leighton Morgan	0	0
Grand Total	**2813**	**1892**

Unbilled Report

Note: See supplemental reports for Not Ready Scribe vs. Signed detail.

Unbilled through:	Systems	Not Ready/ Unbilled	Ready	Hold	Total Unbilled
3/31/2017	*Colonial*				
	Greenway	3,419	2,068	1,082	*6,569*
	Padgett				
	Success	-	-	-	-
	Wagener				
	Athena	-	-	-	-
	ENCMG				
	Cerner	-	-	-	-
	Buncher				
	eCW	-	-	-	-
	Newton				
	eCW	-	-	-	-
	Total	***3,419***	***2,068***	***1,082***	***6,569***
4/26/2017	*Colonial*				
	Greenway	3,167	3,182	1,326	*7,675*
	Padgett				
	Success	56	-	-	*56*
	Wagener				
	Athena	-	-	154	*154*
	ENCMG				
	Cerner	1,252	-	-	*1,252*
	Buncher				
	eCW	180	-	-	*180*
	Newton				
	eCW	576	-	-	*576*
	Total	***5,231***	***3,182***	***1,480***	***9,893***

CONFIDENTIAL
3671

VARSITY - 000034

				Unbilled	
4/30/2017	*Colonial*				
	Greenway	3,082	1,990	1,344	*6,416*
	Padgett				
	Success	9	-	-	*9*
	Wagener				
	Athena	-	-	1,128	*1,128*
	ENCMG				
	Cerner	1,119	-	-	*1,119*
	Buncher				
	eCW	120	-	-	*120*
	Newton				
	eCW	600	-	-	*600*
	Total	***4,930***	***1,990***	***2,472***	***9,392***
5/1/2017	*Colonial*				
	Greenway	3,002	1,857	1,435	*6,294*
	Padgett				
	Success	6	-	-	*6*
	Wagener				
	Athena	-	-	1,129	*1,129*
	ENCMG				
	Cerner	297	-	-	*297*
	Buncher				
	eCW	34	-	-	*34*
	Newton				
	eCW	603	-	-	*603*
	Total	***3,942***	***1,857***	***2,564***	***8,363***
5/2/2017	*Colonial*				
	Greenway	2,991	1,730	1,435	*6,156*
	Padgett				
	Success	6	-	-	*6*
	Wagener				
	Athena	-	-	1,129	*1,129*
	ENCMG				
	Cerner	298	-	-	*298*
	Buncher				
	eCW	8	-	-	*8*
	Newton				
	eCW	683	-	-	*683*
	Total	***3,986***	***1,730***	***2,564***	***8,280***

CONFIDENTIAL
3672
VARSITY - 000035

				Unbilled	
5/3/2017	*Colonial*				
	Greenway	3,033	1,599	1,465	*6,097*
	Padgett				
	Success	6	-	-	*6*
	Wagener				
	Athena	-	-	1,129	*1,129*
	ENCMG				
	Cerner	275	-	-	*275*
	Buncher				
	eCW	62	-	-	*62*
	Newton				
	eCW	713	-	-	*713*
	Total	***4,089***	***1,599***	***2,594***	***8,282***
5/4/2017	*Colonial*				
	Greenway	3,158	993	1,488	*5,639*
	Padgett				
	Success	6	-	-	*6*
	Wagener				
	Athena	-	-	1,138	*1,138*
	ENCMG				
	Cerner	185	-	-	*185*
	Buncher				
	eCW	110	-	-	*110*
	Newton				
	eCW	775	-	-	*775*
	Total	***4,234***	***993***	***2,626***	***7,853***
5/5/2017	*Colonial*				
	Greenway	1,755	2,255	1,427	*5,437*
	Padgett				
	Success	8	-	-	*8*
	Wagener				
	Athena	-	-	782	*782*
	ENCMG				
	Cerner	241	-	-	*241*
	Buncher				
	eCW	27	-	-	*27*
	Newton				
	eCW	800	-	-	*800*
	Total	***2,831***	***2,255***	***2,209***	***7,295***

CONFIDENTIAL
3673
VARSITY - 000036

				Unbilled	
5/6/2017	*Colonial*				
	Greenway	-	-	-	-
	Padgett				
	Success	-	-	-	-
	Wagener				
	Athena	-	-	-	-
	ENCMG				
	Cerner	-	-	-	-
	Buncher				
	eCW	-	-	-	-
	Newton				
	eCW	-	-	-	-
	Total	**-**	**-**	**-**	**-**

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VARSITY - 000037

From: Teresa Meinert <teresa.meinert@fcpmgmt.com>
Sent: Monday, May 8, 2017 2:37 PM
To: David Alpern <DA@varsityhealthcarepartners.com>; Michael Jablon <MJ@varsityhealthcarepartners.com>; Steven Boyd <SKB@varsityhealthcarepartners.com>; Brian Callahan <brian.callahan@fcpmgmt.com>; Ed Motherway <ed.motherway@fcpmgmt.com>; Ed Mcfadden <ed.mcfadden@fcpmgmt.com>; Kevin Rogus <kevin.rogus@fcpmgmt.com>; Gary Katz <gary.katz@fcpmgmt.com>; Nerissa Reed <NR@varsityhealthcarepartners.com>; Amy Maser <AM@varsityhealthcarepartners.com>
Cc: Thomas Watson <thomas.watson@fcpmgmt.com>
Subject: FCP/VHP Working Session Meeting - Other Topics

All,
Attached please find a PDF copy of the "Other Topics" portion of the above agenda. As Tom mentioned there may be other reports or documents provided as your walk through the meeting tomorrow.
Thank you.

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ACQUISITIONS

Pipeline

Acquisition Pipeline

4/27/2017

($ in thousands)

Opportunity Name	Market	Clinics	Providers (FTE's) Docs	Mids	Total	Main Ancillaries	Exp. Close	Status / Notes	Revenue	Adjusted EBITDA	PF EBITDA	Net Purchase Price	Adj. EBITDA Multiple	PF EBITDA Multiple	Level II EBITDA Multiple
Closed Acquisitions															
Colonial Healthcare	Sumter, SC	9	17	10	27	All	2015	Closed December 2015	$ 32,488	$ 7,815	$ 7,815	$ 55,000	7.0x	NA	NA
Padgett Medical Centers	Bamberg Orangeburg	3	2	4	6	None	2016	Closed 9/30/16	$ 1,856	$ 121	$ 208	$ 500	4.1x	2.4x	1.9x
ECMC (Dr. Kate Smith)	Turbeville, SC	1	1	1	2	None	2016	Closed 11/2/16	NA	NA	$ 100	NA	NA	NA	NA
Wagener Medical Center	Wagener, SC	1	0	1	1	None	2016	Closed 12/6/16	NA	NA	$ 100	NA	NA	NA	NA
Santee Cooper Urgent Care	Manning	2	2	2	4	CT	2016	Closed 12/31/16	$ 2,145	$ 90	$ 264	$ 475	5.3x	1.8x	1.0x
ENCMG (Rocky Mount)	Rocky MT, NC	6	6	14	20	All Exc. Stress/MRI	2017	Closed 1/27/16	$ 10,853	$ 596	$ 723	$ 3,167	5.3x	4.4x	3.0x
Charleston Pain (Dr. Jeffrey Buncher)	James Island, SC	1	1	2	3	Pain, PT	2017	Closed 3/6/16	$ 2,295	$ 504	$ 612	$ 2,400	4.8x	3.9x	3.6x
Newton Family (Dr. Marshall Newton)	Charleston	1	1	1	2	None	2017	Closed 3/31/16	$ 955	$ 111	$ 130	$ 554	4.5x	4.3x	3.3x
LOI Signed															
*******	Sumter, SC	1	1	1	2	None	5/15/17	*********	$ 2,397	$ 558	$ 644	$ 2,600	4.7x	4.0x	3.6x
Sumter PT (Todd Hoover)	Sumter SC	1	0	0	0	PT	5/15/17	LOI signed 3/15 The #1 PT in Sumter. Has a 50% partner looking to get out.	$ 1,539	$ 326	$ 408	$ 1,305	4.0x	3.2x	3.0x
Coastal Urgent Care (Dr. Gerald Congdon)	Pawley's Island, SC	1	3	2	5	None	5/31/17	LOI Signed 2/15 Awaiting turn of legal documents	$ 2,780	$ 387	$ 451	$ 1,500	3.9x	3.3x	2.8x
Berkeley Family Practice (Dr. Gordon Wilhoit)	Moncks Corner	1	6	3	9	None	6/30/17	LOI Signed 11/19 Awaiting BFP audit of PYA results BFP dealing with internal shareholder issue	$ 4,637	$ 832	$ 991	$ 3,643	4.4x	4.0x	3.5x
Upstate PT (David Keese)	Anderson, SC	1	0	0	0	PT	6/30/17	Awaiting turn of legal documents Site visit on 3/16 - met with Tom, Kevin and Clay	$ 1,173	$ 445	$ 490	$ 2,200	4.9x	4.5x	4.1x
Jacksonville Childrens and Multispecialty	Jacksonville, NC	10	10	18	28	None	6/30/17	LOI Signed 4/23/16	$ 14,465	$ 2,195	$ 2,962	$ 15,000	6.8x	5.4x	4.2x
South Strand Internists (Dr. Brian Adler)	Myrtle Beach, SC	1	1	3	4	None	7/30/17	Verbal LOI - signed LOI expected 5/1 Family practice, Urgent Care and suboxone clinic	$ 2,777	$ 482	$ 533	$ 2,150	4.5x	4.0x	3.5x
LOI Sent to Seller															
Dr. David Rodgers	Bonneau, SC	1	1	1	2	None	-	PPCP Doc	$ 1,120	$ 149	$ 214	$ 550	3.7x	2.6x	2.5x
Dr. Donald Hanna (Liberty)	Goose Creek, SC	1	1	1	2	None	-	Liberty doc who has been burned by Lissa	$ 1,280	$ 155	$ 277	$ 698	4.5x	2.5x	2.5x
Providence Family Practice	Columbia, SC	1	4	0	4	None	-	In process of selling to hospital	$ 1,543	$ 88	$ 145	$ 400	4.5x	2.8x	2.2x
Rocky Mount FMC (Dr. Richard Michal)	Rocky Mount, NC	1	5	7	11	Lab	-	Seller has gone silent (Crocker Introduction) 3/9 - Continuing to negotiate their lease	$ 6,969	$ 531	$ 611	$ 2,400	4.5x	3.9x	3.0x
Palmetto Adult Medicine (Dr. Andy Reynolds)	Sumter SC	1	4	1	5	Most	-	Signed NDA 1/15 Sumter competitor	$ 3,544	$ 437	$ 501	$ 1,750	4.0x	3.5x	3.2x
Anderson Family Care (Dr. Wajdi Dbouk)	Anderson, SC	1	1	1	2	None	On Hold	On Hold	$ 689	$ 130	$ 184	$ 640	4.9x	3.5x	3.0x

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VARSITY - 000040

Acquisition Pipeline

($ in thousands)

4/27/2017

Opportunity Name	Market	Clinics	Providers (FTE's) Docs	Mids	Total	Main Ancillaries	Exp. Close	Status / Notes	Revenue	Adjusted EBITDA	PF EBITDA	Net Purchase Price	Adj. EBITDA Multiple	PF EBITDA Multiple	Level II EBITDA Multiple
UNDER NDA															
Simpsonville Family Medicine (Dr. Paul Dillon)	Simpsonville SC	1	2	2	4	None	-	Kevin met on 3/29	$ 1,100	$ 60	$ 100	$ 240	4.0x	2.4x	2.2x
AFC Beaufort	Beaufort, SC	1	1	1	2	None	-	AFC Franchise in Beaufort, SC	$ 923	$ 49	$ 73	$ 200	4.0x	2.7x	1.6x
Dr. Monica Luminchar	Charleston, SC	1	1	1	2	None	-	Primary care and health clinic	$ 631	$ 99	$ 125	$ 400	4.0x	3.2x	1.5x
Grace Medical (Dr. Rojas)	Columbia, SC	1	2	2	4	None	-	Seller will re-send financials in June. Wants to go with us but needs better financials Small 2 practioner practice in Columbia	$ 980	$ 59	$ 137	$ 205	3.5x	1.5x	1.0x
Charleston Cardiology	Charleston, SC	1	1	0	1	ECHO	-	Cardiologist - working on ways to partner	$ 768	$ 73	$ 110	$ 350	4.8x	3.2x	3.0x
Carolina Family Practice (Dr. George Jones)	Manning, SC	1	1	0	1	None	-	Looking to leave his practice	$ 391	$ -	NA	NA	NA	NA	NA
Jonathan Dewald	Wilson NC	1	1	0	1	None	-	Kevin met on 4/18 - Losing money	$ 306	$ (9)	NA	NA	NA	NA	NA
Durst Family Medicine	Charleston, SC	1	1	1	2	None	-	Great practice, hospital running at HUGE loss	$ 1,898	$ (683)	$ (400)	NA	NA	NA	NA
FMC of South Carolina (Dr. Stephen Serbin)	Columbia, SC	5	16	7	23	Lab, Stress	No	Process back on, Kevin and Tom meeting on 4/25 Largest group in South Carolina led by Dr. Stephen Serbin. 5 locations around Columbia. Do not have MRI.	NA	NA	NA	NA	NA	NA	NA
Dr. Dennis Fisher	Charleston, SC	1	1	1	2	None	-	Awaiting financials	NA	NA	NA	NA	NA	NA	NA
The Hope Clinic (Dr. Etikerentse)	Moncks Corner, SC	1	1	4	5	Most	-	Awaiting financials	NA	NA	NA	NA	NA	NA	NA
North Berkeley (Dr. Sarah Brown)	St. Stephens SC	1	1	0	1	None	-	Gone silent	NA	NA	NA	NA	NA	NA	NA
The Rhodes Clinic (Dr. Rhodes)	Aiken, SC	1	1	1	2	None	-	Very small clinic in Aiken	NA	NA	NA	NA	NA	NA	NA

Summary	Qty Deals	Qty Clinics	Adj. EBITDA Year	Adj. EBITDA Cum	PF EBITDA Year	PF EBITDA Cum	Purchase Price Year	Purchase Price Cum	Year Multiple Adj.	Year Multiple PF	Cum Multiple Adj.	Cum Multiple PF
Closed Acquisitions - 2015	1	9	7,815	7,815	7,815	7,815	55,000	55,000	7.0x	7.0x	7.0x	7.0x
Closed Acquisitions - 2016	4	7	211	8,026	672	8,487	975	55,975	4.6x	1.5x	7.0x	6.6x
Closed Acquisitions - 2017	3	8	1,211	9,237	1,465	9,952	6,121	62,096	5.1x	4.2x	6.7x	6.2x
LOI Signed	7	16	5,225	14,462	6,478	16,430	28,398	90,494	5.4x	4.4x	6.3x	5.5x
LOI Sent	6	6	1,490	15,952	1,932	18,362	6,438	96,931	4.3x	3.3x	6.1x	5.3x
Under NDA	13	17										
Total	33	54										

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VARSITY - 000041

Acquisition Pipeline

($ in thousands)

Status	Practice Name	Contact Person	Location	Clinics	Providers (FTE's) Docs	Mids	Total	Practice Description	Progess & Next Steps
Ongoing Discussion	Dr. Leon Khoury	Dr. Leon Khoury	Columbia, SC	1	1	0	1	Referal form McKesson rep - single heart doc	Kevin met on 3/30 Dr. Katz to speak with
Ongoing Discussion	Bonn Family Practice	Dr. Kumar	Wilson, NC	1	1	0	1	Referal from Emanuelle	Kevin Following up in May
Ongoing Discussion	Atlas Healthcare	Dr. Tim Wingo	Mt Pleasant	1	1	0	1	Referal from Dr. Leonard	Kevin spoke to on 4/12 - not a great fit but will keep dialogue going
Ongoing Discussion	Halifax Medical Specialists	Dr. Maradiaga	Roanoke Rapids, NC	1	7	1	8	Referal from Crocker	Cancelled meeting on me, has offer in hand, reaching back out in May
Ongoing Discussion	Sumter Internal Medicine	Dr. Guram	Sumter, Sumter, SC	1	7	7	14	Member of ACO	Paul and Kevin to meet on 5/3
Ongoing Discussion	Blythwood Family Medicine	Dr. Stephen Barnett	Blythewood, SC	1	1.5	1	2.5	Cold Call	Kevin Met on 3/9 Expanding practice, probably makes sense to revisit in 2H 2016
Ongoing Discussion	Global Family Medicine	Dr. Gus Perez	Bluffton, SC	1	1	1	2	Referral from Congdon	Kevin called again on 4/10
Ongoing Discussion	Beach Urgent Care	Dr. Ron Reynolds	Myrtle Beach, SC	5				Referral from Congdon	Kevin spoke on 3/1 Kevin shot follow-up on 3/20
Ongoing Discussion	Sentinel Partners	Dr. Scheur Dr. Holmstrum	Camden, SC	4	5	3	8	Gary and Kevin have met in person, good size practice in Camden	Kevin called on 4/10, said reach out again in May
Ongoing Discussion	Center for Primary Care	Lou Imbrigno	Aiken, Aiken, SC	9	35	5	40	This is a large group - They have 9 locations and 35 physicians in SC and NE GA	Lou was fired, new team in place
Ongoing Discussion	Elloree Family Practice	Richard Carpenter, MD	Elloree, Orangeburg, SC	1	1	1	2	Kevin reach out on a cold call and is interested in learning more.	March 14 - Kevin sent follow-up email
Ongoing Discussion	Coastal Physcians Alliance	Dr. Musselwhite Diane Braswell	Wilmington, NC	-	-	-	-	Referral from Crocker - Independent Physcians Organization	Waiting a meeting date Kevin to follow-up 3/27
Ongoing Discussion	Pinner Clinic http://pinnerclinic.com/	Carroll Pinner III, MD	Peak, SC	1	3	0	3	Kevin reach out on a cold call and is interested in learning more.	Kevin to Call Dr. Ben Pinner. Good friends with Clay
Ongoing Discussion	Inlet Med	Dr. William Epperson	Murrells Inlet, SC	-	-	-	-	Kevin, Tom and Dr. Wilhoit met on 2/17	Kevin to follow-up with Eppersons counsel
Ongoing Discussion	Emmanuel Family Clinic	Dr. Jorge Garcia	Newberry, SC	1	2	0	2	2 Provider practice 45min from Columbia. Called Kevin after receiving mail outreach	March 14 - Kevin sent follow-up email

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VARSITY - 000042

Acquisition Pipeline

($ in thousands)

Status	Practice Name	Contact Person	Location	Clinics	Providers (FTE's) Docs	Mids	Total	Practice Description	Progess & Next Steps
1	Primary Care Associates	Dr. Marshall Meadors	Anderson SC	2	8	6	14	Large practice in Anderson, does full labs. Only other independne thesides Dr. Dbouk.	Lucas spoke to Dr. Meadors. He is interested in learning more. Lucas sent our overview materials and we are trying to get a meeting with the three of us in Anderson
1	Durrence Family Medicine-Liberty	Hugh Durrance, MD	Charleston, Charleston, SC	-	-	-	-	Large practice in suburbs of Chrleston. Partnered with Lissa.	Currently not responding to Dr. Wilhoit
1	PPCP	Dr. Brian Kellar	Summerville SC	1	1	1	2	Identified as a top PPCP doc by Dr. Wilhoit	May: Kevin to follow-up again
1	PPCP	Dr. Lucy Davis	Charleston, SC	1	2	2	4	Identified as a top PPCP doc by Ron	Intro letter sent 1/8
1	PPCP	Dr. Samuel Schumann	St. Stephen, SC	1	1	0	1	Identified as a top PPCP doc by Ron	Intro letter sent 1/8
1	PPCP	Dr. Edward Jones	Moncks Corner, SC	1	3	3	6	Identified as a top PPCP doc by Ron	Intro letter sent 1/8
1	PPCP	Dr. Luis Vega	Hampton SC	1	2	1	3	Identified as a top PPCP doc by Ron	Intro letter sent 1/8
1	Med Care	Dr. Radwan Hallaba	Multiple	6	NA	NA	NA	Identified as a top doc by Ron	Intro letter sent 1/8
1	Fairfield Medical Assoc	Steven Barrett, MD Roger Gaddy	Winnsboro, Fairfield, SC	1	3	2	5	Kevin left message and emailed on 9/8 Kevin spoke with at Columbia event and gave him our introductory materials. Dr. Gaddy has two other partners and is interested in selling.	May: Kevin to follow-up again
1	Bellentine Pediatrics	Karen Pollock, MD	Irmo, SC	1	2	1	3	Kevin left voice message on 8/23 Renee met at Indedoc Conference. Interested in selling	May: Kevin to follow-up again
1	Mackey Family Practice	Keith Shealy	Lancaster, SC	1	1	0	1	Single provider practice by Fort Mill, interested in selling for sucession planning. Tom spoke on 7/15. He is looking to sell his practice. We then followed up with some introductory materials and Tom introduced her to Clay.	May: Kevin to follow-up again
1	AppleCare Urgent Care & Primary Care	Chase Finely (CEO)	Savannah, GA	16			51	16 Urgent Care Facilities in SE Georgia. Very rural and unhealthy. Kevin Spoke with Chase on 7/14. Good conversation. They are having a down 2016 and are concentrating on growing the business and their J.V.s. Will put the business up for sale again in Q4/Q1	May: Kevin to follow-up again
1	New Day Family Practice	Kristin Black, MD	Lancaster, SC	1	1	0	1	RC	May: Kevin to follow-up again
1	Due West Family Medicine	Karen Leslie, MD	Abbeville, SC	1	1	0	1	RC	May: Kevin to follow-up again
1	5 Star Family Medicine	Dr. Mark Walsh	Pendleton, SC	1	1	1	2	RC	May: Kevin to follow-up again

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VARSITY - 000043

Acquisition Pipeline

($ in thousands)

Status	Practice Name	Contact Person	Location	Clinics	Providers (FTE's) Docs	Mids	Total	Practice Description	Progess & Next Steps
2	Cedars Medical	Dr. Ugochukwu Okereke, MD	Sumter, SC	1	2	0	1	Kevin and Clay have reached out repeatededly, non-responsive	May: Kevin to follow-up again
2	Dorchester Medical Associates	Walter Leventhal, MD J Burger, MD	Dorchester, SC	1	2	1	3	8/18: Kevin left message with Practice Administrator	May: Kevin to follow-up again
2	UMAA	Dr. Stphen Youmans	Aiken, SC	1	1	2	1	Sent Kevin an Email	May: Kevin to follow-up again
2	Genesis Healthcare (Olanta Family Care)	James McInnis, MD	Darlington, SC					RC	May: Kevin to follow-up again
2	Tricia Etheridge, MD	Tricia Etheridge, MD	Ridgeland, SC	1	1	0	1	Solo Practice	May: Kevin to follow-up again
2	Urgent MD Healthcare Services	Amy Payne, MD	North Augusta, Aiken, SC	7				Large UC and PC in North GA - Need a contact http://www.urgentmd.com/	May: Kevin to follow-up again
2	Low Country Healthcare Systems	Abraham (Abe) Moskow, MD	Barnwell, SC	5	14	11	25	http://www.lowcountryhealthcaresystem.com/providers.html	May: Kevin to follow-up again
2	Newtown Family Physcians	Dr. Alan Forshey	Newton, NC	1	5	2	7		May: Kevin to follow-up again
2	Santee Family Medical Center	Dr. Gossie Mathis	Santee, SC					Contact from Indedoc	May: Kevin to follow-up again
2	Keowee Primary Care & Internal Medicine	Dr. Taquerr Alam Dr. Jason Gosnell	Seneca SC					Contact from Indedoc	May: Kevin to follow-up again
2	Upstate Medical Associates	Dr. Catherine Mcalpine	Seneca SC	1	2	3	5	Contact from Indedoc	May: Kevin to follow-up again
2	Brio Womens Health	David Martin (CEO)	Greenville, SC	3	5	5	10	Introduction from Clay	May: Kevin to follow-up again
2	Palmetto Proactive http://www.palmettoproactive.com/	Dr. Jerome Aya-Ay	Spartanburg, SC	1	3	0	3	Direct primary care practice. Dr. Aya-Ay met Kevin at Indedoc conference. Kevin called on 9/8 and is interested in learning more.	Wants to reconnect in the new year
2	Olanta Family Care	Brian Heaster, MD	Darlington, Darlington, SC						
2	Cornerstone Family Medicine	Dr. Keith Stafford	Greer, SC	1	2	3	5	(864) 989-0230	
2	Abbeville Internal Medicine	Keith Scott, MD	Abbeville, SC						
2	Pawleys Pediatricsa and Adult Medicine	Dr. Larry Kelly	Pawleys Island, SC						
2	Dantzler Family Care	Dr. James Dantzler	St. George, SC	1	1	0	1	*	May: Kevin to follow-up again
2	John Martin Primary Health Care Center	Mark Shaffer, MD	Winnsboro, Fairfield, SC					knows Monnie, another domino could fall. phone number is for John Martin Primary Care	
2	Marion Medical Group	James Suggs, MD	Marion, Marion, SC					Carolinas Hospital System, Rural Health, would be amenable after a few acquisitions	

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VARSITY - 000044

Acquisition Pipeline

($ in thousands)

Status	Practice Name	Contact Person	Location	Clinics	Providers (FTE's) Docs	Mids	Total	Practice Description	Progess & Next Steps
2	PPCP	Dr. William Wimberly	St. George, SC	1	1	3	4	Kevin met on 1/17 - unprofitable and wants son back in the picture Identified as a top PPCP doc by Ron	Obtain financials
2	Frost Family Medicine http://www.frostfamilymedicine.com/	Dr. James Frost	Bluffton, SC	1	1	0	1	Single doc practice in Bluffton (outside of Hilton Head). Received mail campign and interested in learning more	Kevin shot email on 2/21
2	Sunflower Medical Group	Dr. David Yu	Kansas City, MO	5	23	NA	NA	Relationship from Alpern. Kevin, Tom and Dr. Leonard spoke with on 10/7.	Dr. Yu to send through preliminary financials and set a meeting date in KC
2	Low Country Medical Care	Dr. Michael Mikkelson	Bluffton, SC	1	1	0	1	Solo practice in Bluffton. Retirement Age looking to sell.	Kevin shot email on 2/21
Paused	Hugh Morgan Family Pracitce	Dr. Hugh Morgan	Anderson SC					Contact from Indedoc	Not Interested at present time
Paused	Family Physicians of Spartanberg https://familyphysicianspartanburg.com/	Dr. Mark Miles	Spartanburg, SC	1	5	2	7	Very large practice with full suite of ancillary services in west SC. Kevin spoke to Dr. Miles at length and he is interested. A few of his older partners may not but they have a great deal of ancillaries and a brand new building.	Not Interested at present time
Paused	Harth Place Family Medicine	Mary Little, MD	Summerville, SC	1	2	0	2	Drs. Mark and Mary Little are>60 years old and have a nice, small practice in Summerville. Good building and right across from the hospital. No ancillary services. Interested in selling for succession and monetization.	Seller has passed
Paused	Carolina Medical Alliance	Dr. Ernest Atkinson Dr. Mims	Kingstree, SC	0	2	0	2	Physcian recruit turned acquisition. FCP team realigning to put forth an offer.	Current deal with Hospital is far better than we can offer (operating at loss)
Paused	Dillion Family Medicine	Dr. Fitzgibbons Dr. Vance	Dillion, SC	1	7	2	9	Large practice that had been sent an LOI. Have decided not to do anything until after year-end. Kevin reachedout to with regards to our ACO but was not interested at this time.	Reach back out when appropriate
Passed	MedCentral	Jerry Neal	Anderson, SC	3	0	0	0	Small Clinic in Andersen that just lost doctor	FCP has passed
Passed	Apex Care	Dr. Olajide Balogun (803-424-6339)	Lugoff, SC	1	1	0	1	Single provider practice 20 minutes from Sumter. Very small practice but proxmity to Sumter has apprent synergies	FCP has passed
Passed	Palmetto Health & Wellness Center	Patrcia Riddle, MD	Orangeberg, SC Sommerville, SC	1	1	0	1	Dr. Riddle used to be a full-time family practice physcian however switched to wellness as she got tired of the hassles of admin/insurance companies. She would like us to partner with her in reopening her priimary care practices.	FCP has passed
Passed	Blalock Family & Urgent Care	Dr. Cynthia Blalock	Mt Pleasant	1	1	2	3	Currently in Alysa's group, not making any money	Unprofitable - FCP has passed
Passed	Northlake Family Medical Center	Dr. Reginald Parker	Columbia, SC					Practice is temporarily shut down. Practice Administrator had stolen $300K and was fired, she subsequently filed a complaint that Dr. Parker had alziehmers and his licenses was temproarily suspended.	FCP has passed
Passed	Synergy Spine Physcians	Dr. Marion McMillon	Seneca SC	2	1	0	1	Dr. McMillan is a spine doc whom met Kevin at the Indedoc meeting and follow-ed up expressing interest in joining our ACO as well as partnering with us. He has signed the ACO PA and is getting the info for prelim dilligence.	Has said he wants to finish the year independent and then begin acquisition discussions in Q1
Passed	Parkwest Pediatrics https://parkwestpediatrics.com/	Dr. Eglen	Mt Pleasant	1	1	0	1	Introduction from Renee. Pediatrcian intereted in selling her practice. Has an offer from hospital for $135K. Interest would be on purchasing practice, inclusive of charts, patients and staff, and continue as a family care	FCP has passed
Passed	Redicare	Dr. Shane Purcell	Anderson, SC	1	1	0	1	Small PC and UC in Andersen	FCP has passed

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VARSITY - 000045

Diligence & Integration

Active Targets

Company	State	Ranking	FINANCIALS Revenue	FINANCIALS EBITDA	Action Steps
Cool Springs Internal Medicine & Pediatrics Clinic	TN	A	0.0	0.0	6 Physicians; 2 Locations Open for a meeting with Kevin. Discuss time on update call.
Center for Primary Care	GA	A	35.0	0.0	39 Physicians; 9 locations. 150,000 active patients. $35mm revenue 2016. Working with new contacts.
North Atlanta Primary Care	GA	A	30.0	0.0	MDs: 28 PAs: 18 Locations: 8 Mentioned plan to possibly go to market in the next few months.
Eagles Landing Family Practice	GA	A	50.0	0.0	MDs: 15 PAs: 8 Locations: 13 Call 3/17, next step meet in person. No response back yet.
Avance Health System, Inc.	NC	A	14.0	0.0	8 locations, 42 employees. $20mm revenue 2017, $14mm revenue 2016. Call 2/27, had follow up call. Open to meeting for dinner.

Quick Facts Statistics

Total Targets Contacted	**80**	***100%***
Active Dialog	31	*38.8%*
Presented to Client	6	*7.5%*
Client Calls w/ Targets	3	*3.8%*
Client Meetings w/ Targets	0	*0.0%*
LOIs Issued	0	*0.0%*
LOIs Double Signed	0	*0.0%*
Deals Closed	0	*0.0%*
No Interest	**26**	***32.5%***
by Cook	3	*3.8%*
by Target	22	*27.5%*
by Client	1	*1.3%*

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VARSITY - 000047

#	Company	Parent Company	Location	Website	Rev $M	EBITDA	Description	Comments
Active								
1	Avance Health System, Inc.		Apex, NC	www.avancecare.com	14.0	0.0	Avance Care is an innovative primary care provider that has been offering convenient, cost effective health care services since 2008. Avance Care operates a network of primary care practices in the Triangle area of North Carolina and utilizes a proprietary operating platform comprised of sophisticated information technology systems and highly developed workflow processes and procedures. Our unique operating system has enabled us to generate industry-leading patient satisfaction rating, quality of care, and efficiency.	8 locations, 42 employees. $20mm revenue 2017, $14mm revenue 2016. Call 2/27, had follow up call. Discuss on update.
2	Center for Primary Care		Evans, GA	www.centerforprimarycare.com	35.0	0.0	CPC has been caring for families of the CSRA since 1993. CPC provides patients of every age with the most convenient, accessible, and personal healthcare available.	39 Physicians; 9 locations. 150,000 active patients. $35mm revenue 2016. Working with new contacts.
3	Cool Springs Internal Medicine & Pediatrics Clinic		Brentwood, TN	www.coolspringsinternalmedicine.com	0.0	0.0	We take the convenience of family care service to the next level. We are able to treat complex chronic problems and provide a full spectrum of care for patients of all ages.	Open for a meeting with Kevin. Discuss time on update call.
4	Eagles Landing Family Practice		McDonough,, GA	www.elfp.com	50.0	0.0	Eagles Landing Family Practice is a full-service, primary care practice with 13 different locations in Henry, Butts, and Rockdale counties. Our family physicians, physician assistants, nurses and lab technicians are highly skilled and qualified in a wide range of treatments and procedures. We are committed to providing our patients with the best care possible, in a way that is affordable and convenient.	Call 3/17, discuss next steps.
5	North Atlanta Primary Care		Alpharetta,, GA	www.northatlantaprimarycare.com	30.0	0.0	North Atlanta Primary Care, formerly known as North Fulton Family Medicine, is a full-service family medical practice devoted to providing the highest quality	Scheduling a call
Business Development								
6	Alpharetta Internal Medicine		Roswell, GA	www.alpharettainternalmed.com/	0.0	0.0	At Alpharetta and Cumming Internal Medicine, we specialize in preventative health care to make sure you live a happy, healthy life. Our practice currently has 8 providers.	Spoke with office Manager. No response after initial dialogue.
7	America's Family Doctors		Brentwood, TN	www.afdclinics.com	0.0	0.0	Our history begins in the summer of 2002, when Dr. S. Steve Samudrala MD, affectionately referred to as "Dr. Sam", founded America's Family Doctors. At the time, we operated out of our single Brentwood location. Fast forward almost a decade and our family practice continues to grow, blossoming into 3 locations in Middle Tennessee.	Spoke briefly and sent over intro. Follow up week of 17th.
8	Asheville Internal Medicine		Asheville, NC	www.avlim.com	0.0	0.0	Our physicians are Board Certified Internists who have the experience, training, technology and skill to effectively treat our patients. We seek to deliver the highest quality of care in a timely, efficient and caring manner.	Currently part of ACO with Mission Health Partners until EOY 2017. Meeting 2/20 internally to discuss with Founder to see if there is interest. No response yet after meeting.
9	Beacon Health Alliance		Chattanooga, TN	www.beaconhealthphysicians.com	0.0	0.0	Formed in 1996, Beacon Health Alliance, PC is one of Chattanooga's largest private physician primary care groups completely dedicated to providing primary health care for children and adults of all ages. Specializing in pediatrics, obstetrics, gynecology, family practice and internal medicine, Beacon's qualified and highly trained physicians deliver a unique brand of personalized care that makes them the Chattanooga area's premier primary care providers.	
10	Bethany Medical Center		High Point, NC	www.bethanymedicalcenter.com	0.0	0.0	After completing training in India, London, Pittsburgh, and at Wake Forest University, Dr. Lenny Peters settled in High Point, NC to begin his career of caring. To this end, he formed Bethany Medical Center, a multi-specialty medical group providing medical care to a diverse population of patients.	

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#	Company	Parent Company	Location	Website	Rev $M	EBITDA	Description	Comments
11	Blue Ridge Medical Group		Elkin, NC	www.blueridgemd.com	0.0	0.0	Blue Ridge Medical Group, founded in 1994, specializes in Family Medicine, including pediatric services, Internal Medicine, Geriatric Medicine and Palliative Care, Cardiology and Sleep Medicine. We have offices in Dobson, Elkin, Mt. Airy, North Wilkesboro, Sparta and Yadkinville.	Spoke briefly and sent over introduction.
12	Cape Fear Family Medical Care & Med One Care		Fayetteville, NC	www.cffmc.com	0.0	0.0	Cape Fear Family Medical Careÿand Med One Care on Owen Drive are conveniently located. We focus on family, geriatric, endocrinology, pulmonary, occupational and urgent medicine. All of our providers are committed to providing exceptional medical care. We accept most insurances.	
13	Cape Fear Valley Health System		Fayetteville, NC	www.capefearvalley.com	0.0	0.0	At Cape Fear Valley, our Fayetteville, NC doctors proudly serve a six-county region of southeastern North Carolina, including Fayetteville, Fort Bragg, Hope Mills, Raeford, Lumberton, Elizabethtown, Clinton, Lillington, Dunn, and beyond. The Cape Fear Valley Health System's medical facilities include Cape Fear Valley Medical Center, Highsmith-Rainey Specialty Hospital, Cape Fear Valley Rehabilitation Center, Behavioral Health Care, and Bladen County Hospital, as well as several medical offices and clinics spread throughout the Cape Fear region.	
14	CaroMont Health		Gastonia, NC	www.caromonthealth.org/	0.0	0.0	CaroMont Health in Gastonia, NC, is a regional, independent, not-for-profit health care system. It encompasses Gaston Memorial Hospital, with 435 beds; Courtland Terrace, a 96-bed skilled nursing facility; Gaston Hospice, which includes the 12-bed Robin Johnson House inpatient facility; and CaroMont Medical Group, a network of 44 primary and specialty physician offices. CaroMont Health's vision is to be a nationally recognized leader and valued partner in promoting individual health and vibrant communities	
15	Carolina Family Practice & Sports Medicine		Cary, NC	www.cfpsm.com	0.0	0.0	Carolina Family Practice & Sports Medicine is a twelve provider medical practice, now with three triangle locations. The core service of CFPSM is to provide high quality primary care to infants, children, and adults in Wake County. We are proud to be affiliated with Duke Medicine as a Private Diagnostic Clinic. We consider family medicine the cornerstone of healthcare and pride ourselves in providing comprehensive acute, chronic, and preventive care to patients of all ages. This includes management of many disease states such as diabetes, hypertension, asthma, heart disease, thyroid disease, depression, anxiety, and others, as well as performing complete physical exams on males and females of all ages. Our sports medicine care targets athletes of all ages and skill levels, from professional athletes to weekend warriors. CFPSM provides a broad spectrum of sports medicine services including: treatment of acute and chronic musculoskeletal injuries, management of medical problems in athletes (e.g. asthma, diabetes, heart disease, etc), education regarding injury prevention and performance enhancement, pre-participation screenings and physical exams, and coverage of a multitude of sporting events.	
16	Carolina Internal Medicine Associates		Asheville, NC	www.carolinaim.com	0.0	0.0	Carolina Internal Medicine is a practice group comprised of 13 experienced healthcare professionals ? physicians and non-physician providers ? with a mission to provide personal and comprehensive patient care. We are your Patient-Centered Medical Home, structured around the belief that the patient experience is paramount.	
17	Carolinas HealthCare System		Charlotte, NC	www.carolinashealthcare.org	0.0	0.0	Carolinas HealthCare System (carolinashealthcare.org), one of the nation's leading and most innovative healthcare organizations, provides a full spectrum of healthcare and wellness programs throughout North and South Carolina. Its diverse network of care locations includes academic medical centers, hospitals, freestanding emergency departments, physician practices, surgical and rehabilitation centers, home health agencies, nursing homes and behavioral health centers, as well as hospice and palliative care services. Carolinas HealthCare System works to enhance the overall health and wellbeing of its communities through high quality patient care, education and research programs, and numerous collaborative partnerships and initiatives.	
18	Catawba Valley Medical		Hickory, NC	www.catawbavalleymedical.org	0.0	0.0	Catawba Valley Medical Center (CVMC) in Hickory, N.C., is the region's largest	

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	Center						not-for-profit, public healthcare system and serves the community without direct funding from taxes. CVMC provides and promotes physical, mental, emotional and spiritual well-being of the public in addition to serving as a center for health education, wellness services, preventive medicine and acute care.	
19	Chattanooga Family Practice		Chattanooga, TN	www.chattfp.com	0.0	0.0	Chattanooga Family Practice physicians have had a presence on the campus of Parkridge East since 1978. We are dedicated to taking care of the healthcare needs for the entire family, both present and future generations.	
20	Columbus Clinic, PC.		Columbus, GA	www.columbusclinic.org	0.0	0.0	Columbus Clinic is a multi-specialty clinic serving the Columbus, GA area	
21	Comprehensive Internal Medicine		Suwanee, GA	www.cimedicine.com	0.0	0.0	At Comprehensive Internal Medicine we specialize in overseeing all aspects of your medical care, including the prevention, diagnosis and treatment of diseases.	
22	Cone Health Medical Group		Greensboro, NC	www.conehealth.com	0.0	0.0	Cone Health is committed to being a national leader in quality, service and cost. The integrated health care network consists of Alamance Regional Medical Center, Annie Penn Hospital, Cone Health Behavioral Health Hospital, The Moses H. Cone Memorial Hospital, Wesley Long Hospital, Women's Hospital, Cone Health Medical Group, MedCenter High Point, MedCenter Kernersville, MedCenter Mebane, Triad HealthCare Network and various outpatient clinics and programs. More than 11,000 exceptional people provide exceptional care to the people of Guilford, Alamance, Rockingham, Forsyth, Caswell and Randolph counties.	
23	Cornerstone Health Care PA		High Point, NC	www.cornerstonehealth.com	47.7	0.0	Cornerstone Health Care is a group of more than 275 physicians and advanced practice providers representing a wide range of specialties. One of the fastest growing physician groups in the Southeast, Cornerstone is a multi-disciplinary practice with more than 80 locations in communities throughout central North Carolina.	
24	CovenantCare		Erin, TN	www.covenantcarepractices.com	0.0	0.0	CovenantCare Practices is a family physician-guided wellness clinic established in 2001 by David L. Boles DO. The motivation for the facility was born out of a desire to combine the proven benefits of a traditional medical approach with the proven benefits of non-traditional approach. We wanted to switch our medical model from a reactive model to a more proactive model. CovenantCare Practices is the end result of this commitment to understanding the human spirit and our effort to combine many of the preventative approaches of non-traditional methods.	
25	Cumming Family Medicine		Cumming, GA	www.cummingfamilymedicine.com	0.0	0.0	Cumming Family Medicine wishes to be your medical home. As your medical home, we wish to have a healthcare relationship, which is an ongoing, personal, trusted partnership between us. Whatever the medical need – primary or secondary, acute care, chronic care or preventative care, we wish for you to consider Cumming Family Medicine as your medical home.	
26	Duke Health		Durham, NC	www.dukehealth.org	0.0	0.0	At Duke Hospice, our goal is to help patients and their caregivers face the end of life with comfort, dignity, and compassion. Duke Hospice provides palliative care to meet the physical, emotional and spiritual needs of our patients and their loved ones. We provide care in patients' homes, nursing homes, assisted living facilities, hospitals, and our hospice inpatient facilities in Hillsborough and Durham. Duke Hospice is JC accredited.	
27	Eagle Physicians and Associates , P.A.		Greensboro, NC	www.eaglemds.com	0.0	0.0	We focus a great deal on preventive medicine for every single patient because we want you to enjoy better health for life. We also help patients of all ages from all walks of life with many conditions, including acute illness, allergies, depression, diabetes, pregnancy and sleep disorders. We provide flu shots and other immunizations needed for school, work and travel. Female patients enjoy the convenience of having a family doctor, obstetrician, gynecologist, pediatrician and an endocrinologist (hormone specialist) in one practice. Patients come to us from all over North Carolina, including the Piedmont Triad, Guilford County, Greensboro, Oak Ridge, Lake Jeanette and Summerfield, NC.	

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28	Faculty Internal Medicine		Knoxville, TN	www.facultyinternalmedicine.com	0.0	0.0	Faculty Internal Medicine, PLLC, is proud to be a community-based Internal Medicine private practice in Knoxville, Tennessee. Our physicians have admitting privileges at the University of Tennessee Medical Center in addition to an academic appointment with the University of Tennessee Graduate School of Medicine. They spend a portion of their time teaching medical students and resident physicians.	
29	Family Health Group		Columbia, TN	www.fhgtn.com	0.0	0.0	FHG Spring Hill offers primary health care for patients of all ages—from children to adults. In addition to appointments with experienced providers, a walk-in clinic is available during extended hours for the convenience of patients.	
30	Family Physicians of Evans		Evans, GA	www.fpevans.com	0.0	0.0	Medical Group Practice located in Evans, GA,	
31	Garner Internal Medicine		Garner, NC	www.garnerinternalmedicine.com	0.0	0.0	Garner Internal Medicine, established in 1995, is a Primary Care practice for adults age 16 and older. We provide comprehensive health services including management of chronic diseases (Hypertension, Diabetes, High Cholesterol), diagnosis and treatment of acute illness, and wellness services (complete physical exams, immunizations, cancer screenings, and lifestyle modifications). We provide experienced, knowledgeable, and compassionate care to help you meet your individual healthcare goals.	Spoke briefly with office manager. No response after initial contact.
32	Greater Athens Physicians		Watkinsville, GA	www.athensgapi.com	0.0	0.0	With four locations throughout Clarke and Oconee counties, Greater Athens Physicians, Inc. is able to conveniently service all of your family's medical needs.	
33	Greensboro Medical Associates		Greensboro, NC	www.greensboromedical.org	0.0	0.0	For over 50 years, Greensboro Medical Associates has been serving the Triad area with a dedicated staff of medical professionals whose aim is to put patients first. ÿ We are a physician-owned multispecialty practice that strives to approach the body as a whole rather than a sum of parts divided by specialties.ÿ	
34	Guilford Medical Associates		Greensboro, NC	www.guilfordmedical.com	0.0	0.0	We provide comprehensive internal medicine care for adults and adolescents over the age of seventeen. Our in-house services include primary care, laboratory, x-ray, bone density, disease management, and referral coordination.	
35	Gwinnett Clinic		Lawrenceville, GA	www.gwinnettclinic.com	0.0	0.0	Gwinnett Clinic is a primary care and multi-specialty group that has served over 300,000 families in metro Atlanta (Georgia) since 1983.	
36	Harris Regional Hospital (inc)		Sylva, NC	www.myharrisregional.com	47.0	0.0	Harris Regional Hospital and Swain Community Hospital have been serving a four-county area for decades. The hospitals are a testament to the region's enduring will in providing quality local healthcare, having been established during the first half of a century noted for significant challenge and change in America. Harris Regional Hospital, established in 1929, is an 86-bed, not-for-profit acute care facility serving a primary service area of Jackson, Swain, Graham and Macon counties, and parts of north Georgia. With nearly 100 physicians and two dozen specialties, the hospital serves as a medical hub for patients from around the region with more than half of the hospital's patients coming from outside Jackson County to seek care at Harris Regional Hospital.	
37	Hawthorne Medical Assoicates		Athens, GA	www.hawthornemed.com	0.0	0.0	Hawthorne Medical Associates is an internal medicine practice with two locations—Athens and Watkinsville.	
38	Horizon Family Medicine		Smithfield, NC	www.horizonfamilymed.com	0.0	0.0	We are an independent family practice, with 5 locations throughout Johnston County, dedicated to serving your family's health needs. Established in 1980, our goal always has been to provide comprehensive, compassionate healthcare for your entire family. Our experienced and caring staff is committed to meeting your family's medical needs, including regular preventive care and management of acute and chronic medical needs.	
39	Horizons Diagnostics LLC		Columbus,, GA	www.hdllc.org	0.0	0.0	Horizon Diagnostics is one of the largest multi-specialty physicians groups located in four locations throughout the Columbus, Georgia community. The specialties and services include Family Medicine, Internal Medicine, General Surgery, Center for Vein Care, Ultrasound, Densitometry, Radiology, Physical Therapy, EMGs & Nerve	

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#	Company	Parent Company	Location	Website	Rev $M	EBITDA	Description	Comments
							Conduction Studies,, and Complete Lab Services. HD, LLC works to promote the health and well being of our patients and the community through medical service and education.	
40	Imperial Center Family Medicine		Durham, NC	www.icfamilymedicine.com	0.0	0.0	Our experienced providersÿfocus on prevention and are skilled in the treatment of numerous illnesses. We provide a full range ofÿservices, fromÿroutine physicals, well-child visits and well-women visits, to acute care of injuries or illness. ÿWe perform ÿcancer screening, and treatment of diabetes, hypertension, andÿhyperlipidemia.	
41	Northside Medical Professionals		Columbia, TN	www.northsidemedicalprofessionals.c...	0.0	0.0	We practice family medicine and offer a wide variety of medical services, such as physical examinations, women's health, pediatric care and more. We also provide educational programs and health screening tests for diabetes, hypertension and other diseases to help our professional and personable doctors properly diagnose and help heal and prevent illnesses.	
42	Novant Health		Charlotte, NC	www.novanthealth.org	0.0	0.0	Novant Health is a four-state integrated network of physician clinics, outpatient centers and hospitals that delivers a seamless and convenient healthcare experience to our communities. The Novant Health network consists of more than 1,200 physicians and 25,000 team members who make healthcare remarkable at nearly 500 locations, including 13 medical centers and hundreds of outpatient facilities and physician clinics. Headquartered in Winston-Salem, North Carolina, Novant Health is committed to making healthcare remarkable for patients and communities, serving more than 4 million patients annually. In 2014, Novant Health provided more than $639 million in community benefit, including charity care and services. Novant Health is ranked as one of the nation's top 20 integrated delivery networks by IMS Health.	
43	Physicians East		Greenville, NC	www.physicianseast.com	0.0	0.0	Physicians East is eastern North Carolina's premier multi-specialty practice. Since 1965, we've dedicated ourselves to providing our unique brand of patient-centered care. Initially, the practice began from a single primary care location in Greenville, NC. As the region has expanded, so has the need for specialized care. Since our humble beginnings, Physicians East has grown to include nearly 100 providers practicing in 15 unique specialty services and working at 12 locations throughout eastern North Carolina. Our primary care locations in Greenville, Winterville, Kinston, Farmville, Grifton and Beulaville were recently recognized as a leading provider of patient-centered care by the National Committee for Quality Assurance. The designation recognizes our commitment to providing you with the coordinated care you deserve, and an individualized treatment plan that's tailored to meet your needs.	
44	Piedmont Internal Medicine		Atlanta, GA	www.piedmontinternalmed.com	0.0	0.0	The physicians of Piedmont Internal Medicine focus on the health and care of each patient as an individual with individual needs.	
45	Primary Care Physicians of Atlanta		Atlanta, GA	www.pcpatl.com	0.0	0.0	Our goal is to provide outstanding care for adults in a timely, courteous, and professional manner. We are dedicated to delivering comprehensive health management in a comfortable environment with a personalized approach.	
46	Raleigh Medical Group		Raleigh, NC	www.raleighmedicalgroup.com	0.0	0.0	Raleigh Medical Group has realized that there is more to quality health care than state-of-the-art medicine. In today?s complex medical environment, we like to keep things simple: we focus on you. We tailor our treatments to provide you with the finest personalized health care available for each stage of your adult life.	
47	Reagan Medical Center		Lawrenceville,, GA	www.reaganmedical.com	0.0	0.0	Reagan Medical Center specializes in the areas of family medicine, urgent care and diagnostics.	
48	Rockdale Family Practice, P.C.		Conyers, GA	www.rockdalefamilypractice.com	0.0	0.0	At Rockdale Family Practice, all of our physicians are Board Certified Diplomates of Family Practice, and are dedicated to serving you to the highest standards. We believe in providing our community with the highest quality of healthcare.	

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#	Company	Parent Company	Location	Website	Rev $M	EBITDA	Description	Comments
49	Sandy Springs Internal Medicine		Atlanta, GA	www.ssim.com	0.0	0.0	Sandy Springs Internal Medicine, P.C. was established in 1954. Since that time, we have been providing the highest quality healthcare for our patients. With the advent of managed care in the early 1990's the healthcare landscape began to change.	
50	The Family Health Centers		Asheville, NC	www.fhconline.com	0.0	0.0	Unlike physicians who specialize in treating one particular organ or disease, your family physician is uniquely trained to care for you as a whole person, regardless of your age or sex. In addition to diagnosing and treating acute and chronic illnesses, we provide routine health screenings and counseling on lifestyle changes in an effort to prevent illnesses before they develop.	
51	Vidant Medical Group		Edenton, NC	www.vidanthealth.com	0.0	0.0	Vidant Medical Group is a reputable and established multi-specialty physician group that provides superior care for the health and wellness needs of eastern North Carolina's patients. With more than 350 primary and specialty care providers in more than 70 locations, quality health care is never far from home.	
52	Wake Forest Baptist Medical Center		Winston-Salem, NC	www.wakehealth.edu	0.0	0.0	Wake Forest Baptist Medical Center is an academic medical center located in Winston-Salem, North Carolina. It is the largest employer in Forsyth County with more than 13,440 employees and a total of 198 buildings on 428 acres.	
53	Wake Internal Medicine Consultants, Inc.		Raleigh, NC	wakeinternalmedicine.com	0.0	0.0	Wake Internal Medicine Consultants, Inc. is the largest independent multi-specialty physician-owned practice in the Triangle. With 33 medical providers, we have proudly served the greater Raleigh and North Raleigh area since 1938 when started by a single doctor. Today, we have over nine sub-specialties, lab, x-ray and two urgent care centers committed to delivering premier care to the Raleigh NC area.	
54	WakeMed Physician Practices		Raleigh, NC	www.wakemed.org	0.0	0.0	We are committed to providing excellent customer service and professional ethics. With your help, we can continue to improve the care we provide. If you feel our care has not been excellent, have concerns or have suggestions or comments on ways we can enhance or care and services, please talk with your therapist(s) or any member of our team. Our management team's phone numbers are located on the back of this sheet. Other opportunities to share your feedback with us include: Completion of a comment card (located in our lobby). Participation in a random patient satisfaction telephone survey after discharge. Call or meet with the facility manager, director or executive director to discuss any questions or concerns	
Not Interested								
55	Baptist Medical Group	Baptist Memorial Health Care	Memphis, TN	www.thefamilyphysiciansgroup.com	0.0	0.0	BMG Family Physicians Group Foundation was founded as The Family Physicians Group, P.C. in 1954 with the guiding principle of providing the highest quality of care and service to our patients by Dr. James Moore and Dr. William Metzger. This philosophy developed by our group's founding partners is still strongly maintained by our physicians and staff. As Memphis has developed and grown, so has BMG Family Physicians Group. Through the years, we have continued to add physicians and treatment centers to meet the community's need. In all we do, quality care and patient satisfaction are our primary concerns. The physicians and professionals at BMG Family Physicians Group offer patient care in highly accessible, personalized settings in our community.	Part of Baptist Memorial Health Care, a nonprofit.
56	Coastal Carolina Health Care		New Bern, NC	www.cchchealthcare.com	0.0	0.0	CCHC is a multi-specialty group practice with a strong base of primary care providers located in New Bern, NC. While the company was established in 1998, it traces its roots back to 1962. CCHC?s mission is to promote the health of our patients by providing high quality, compassionate, comprehensive, and personalized health care. CCHC?s vision is to consistently meet the changing health care needs and expectations of the patients we serve.	Not interested at this time. 60 providers and they are doing well.
57	Family Medicine Associates		Augusta, GA	www.familymedicineaugusta.com	0.0	0.0	Family Medicine Associates of Augusta are dedicated to provide the highest quality of family medicine and health care for every member of your family.	No interest at this time.
58	Family Medicine Center		Cleveland, TN	http://www.familymedicinecntr.com/	0.0	0.0	Our mission is to provide quality family medical care that is easily accessible when	

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#	Company	Parent Company	Location	Website	Rev $M	EBITDA	Description	Comments
							you need care. As the oldest family medicine practice in Cleveland, Tennessee (TN), you will find highly qualified doctors and medical professionals serving your healthcare needs. We perform limited X-ray services and routine labs on site. Minor outpatient surgeries and ultrasound studies are performed conveniently in our office by appointment.	
59	First Care Medical Clinic		Monroe, NC	firstcarecanhelp.com	0.0	0.0	First Care Medical Clinic continues to operate from the very premise that birthed it, which is to provide the highest level of healthcare possible to every patient that walks through First Care Medical Clinic?s door. Healthcare that results in better outcomes and translates into less cost for our patients for the long term.	Not interested at this time.
60	Georgia Clinic		Roswell, GA	www.gaclinicpc.com	0.0	0.0	Georgia Clinic, PC has been caring for Families of Metro Atlanta since 1999. Our State of the Art Medical Offices are staffed with seventeen American Board Certified Physicians including Family Medicine/Primary Care, and Specialty Physicians. Our physicians and staff are available whenever you and your Family are in need of Quality Healthcare.	Would consider discussions once we have a few locations in Georgia. Until then, he is not interested at this time.
61	Internal Medicine Associates of Raleigh		Raleigh, NC	www.imaraleigh.com	0.0	0.0	Our physicians enjoy an office, hospital and nursing care facility based practice, treating a broad range of clinical problems in the adult and geriatric populations. Over the years we have developed strong ties to the community and to the specialists in the area. Our staff is dedicated to giving you the best service possible. At any time you feel that we do not meet and exceed your expectations, please feel free to call and speak with our office administrator.	Not interested at this time.
62	Internal Medicine Specialists of Atlanta, PC		Atlanta, GA	www.thedoctorsarein.com	0.0	0.0	Internal Medicine Specialists of Atlanta, an independent, private practice committed to providing personalized quality healthcare for adults in a comfortable environment located in Atlanta, Georgia.	
63	La Clinica Camellia		Memphis, TN	www.clinicamedicosob.com	0.0	0.0	Clínica Camellia and Clínica Medicos + OB are faith based bilingual medical facilities blending public health, urgent care, and obstetrical family medicine. This new specialty is the most logical solution for developing countries and communities with limited funding. The clinic simulates a small mission hospital with multiple services in one location. This minimizes fragmentation of care and is a convenience for families with children. Clínica Medicos is a self-sustaining private practice without dependence on government grants and charity. International projects have included Venezuela, Kenya, Honduras, Ecuador, Guatemala, Nigeria, and others. Scholarships for mission hospitals and clinical research are supported.	Not interested at this time.
64	Laureate Medical Group		Atlanta, GA	www.laureatemed.com/	0.0	0.0	At Laureate Medical Group, these phrases are the philosophy our physicians and staff follow every day. By focusing on patients first, we make sure you are getting the best possible medical care from providers who sincerely care about your health.	Part of Northside Hospital.
65	Medical Associates Plus		Augusta, GA	www.mapbt.com	0.0	0.0	MAP provides affordable care regardless of insurance status. No one will be denied access to services due to inability to pay.	Not interested at this time.
66	Mountain Region Family Medicine, P.C.		Kingsport, TN	www.mrfm.net	0.0	0.0	In 1994 eight physicians from three separate practices decided to combine resources and form what is now Mountain Region Family Medicine, PC on January 1, 1995. This "experiment" was and is a tremendous success. MRFM now is composed of 15 primary care physicians with two locations in Kingsport, one in Gate City, VA and one in Nickelsville, VA. MRFM staffs over 80 employees and more than 35,000 people in the Tri-Cities call one of our physicians their family doctor	Not interested at this time.
67	Murfreesboro Medical Clinic		Murfreesboro, TN	mmclinic.com	0.0	0.0	Our independently owned physician clinic, made up of 20 plus different specialties, is proud of the fact that, for over 60 years, this community has trusted us to provide quality health care to thousands of families each and every year.	No interest in collaboration at this time.
68	Perimeter North Family Medicine		Atlanta, GA	www.pnfm.com	0.0	0.0	Perimeter North Family Medicine was founded in 1995 at our Atlanta location, and has steadily grown over the years to better serve the expanding communities throughout North Atlanta.	Practice is part of Northside Hospital Inc.

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#	Company	Parent Company	Location	Website	Rev $M	EBITDA	Description	Comments
69	Physicians Quality Care		Jackson, TN	www.physiciansqualitycare.com	0.0	0.0	Physicians Quality Care is a completely new kind of walk-in medical clinic. Drs. Jimmy and Melanie Hoppers, who between them have 40 years experience in urgent care, internal medicine, and pediatrics, have a simple philosophy - to treat others as they wish to be treated.	Part of an IPA with 150 other providers. Business is financially stable and they have banks competing to offer loans. 135 employees and 2 separate construction projects in the works.
70	Premier Medical Group		Clarksville, TN	www.premiermed.com	0.0	0.0	Premier Medical Group is the largest physician owned and directed, multi-specialty group in the Clarksville-Montgomery County area. With 5 convenient locations and more than 30 providers in 7 specialties we provide comprehensive healthcare to the families and business throughout the community.	Spoke with current Chief Administrator. May be opportunity in the long term. Requested follow up next year.
71	Reddy Medical Group		Athens, GA	www.reddymedicalgroup.com	0.0	0.0	Reddy Medical Group was established in August of 1984 in a small office building in Franklin Springs, Georgia. It was the vision of one physician, who chose this area for its peaceful atmosphere, natural beauty and friendly people to provide quality, modern health care to his community.	Not interested at this time.
72	SmartCare Urgent Care		Atlanta, GA	smartcareuc.com	0.0	0.0	t SmartCare, we are committed to placing the needs of our patients first by providing the highest standard of illness, injury and wellness care.	Part of Emery Healthcare Network. 6 hospitals, 200 provider locations
73	Summit Medical Group		Knoxville, TN	summitmedical.com	0.0	0.0	Summit Medical Group was formed in 1995 by 35 Knoxville physicians who had been in the practice of internal medicine and family practice for up to 40 years. Currently, Summit Medical Group has about 220 physicians in 55 office locations and 5 hospitals serving patients in 13 counties in the East Tennessee region. Summit "has come a long way" since its inception and will continue to be creative and innovative in service. Summit is moving ahead in other areas as well, including cooperation with its community hospital partners in meeting primary care needs and improving inpatient hospital care.	Not interested at this time. May be long term opportunity.
74	Tennessee Medicine & Pediatrics		Smyrna, TN	www.tnmedpeds.com	0.0	0.0	Each of our physicians have completed a combined training program in both Internal Medicine (treatment for adults) and Pediatrics (treatment of children). This allows us to offer A Lifetime of Care for your whole family. Our services span newborns through geriatrics. Maternity and Surgical care are the primary exclusions to our offered services.	Not looking to be acquired at this time.
75	Tennova Medical Group	Community Health Systems	Clarksville, TN	www.tennovamedicalgroup.com	0.0	0.0	Tennova Healthcare operates seven acute-care hospitals and several other healthcare facilities in East Tennessee. Physicians Regional Medical Center, Turkey Creek Medical Center, North Knoxville Medical Center, Jefferson Memorial Hospital, LaFollette Medical Center, Newport Medical Center and Lakeway Regional Hospital make up the healthcare system. More than 1,000 of the area's leading physicians are on the active staff at Tennova facilities. One of East Tennessee's largest employers, Tennova has more than 4,000 associates dedicated to providing compassionate care using the latest medical technology.	Community Health Systems (CHS) owns Tennova and Primary care is at the core of the business. No interest in divesting Tennova at this time.
76	Urban Family Practice Associates, P.C.		Marietta, GA	www.urbanfamilypractice.org/	0.0	0.0	As Board Certified family physicians, we provide continuous and comprehensive health care to the individual and the entire family. Our training is multidisciplinary so that we can provide care to children and adults of all ages. In addition to providing care when you are ill, we will also help you to achieve a healthy lifestyle and work with you to prevent illness.	Not all partners are interested in a discussion. Will follow up in the near term.
Rejected by Client								
77	Primary Care Specialists, Inc.		Memphis, TN	www.pcsmem.com	6.0	0.0	Primary Care Specialists has been caring for patients in Memphis, TN since 1992. PCS specializes in family-friendly medicine, providing a number of medical services at our Midtown clinic, as well as in several Memphis Area nursing homes. PCS believes in providing you and your family with a consistent, high level of personalized care, and wants to be your partner in managing your health and wellness.	Conference call 12/10. $6mm 2015, $4mm 2014. 6 nurses & 3 Doctors, hiring a 4th in January. Exchanging info to explore next steps.

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#	Company	Parent Company	Location	Website	Rev $M	EBITDA	Description	Comments
Rejected by Cook								
78	FamilyCare Specialists		Knoxville, TN	www.famcarespecialists.com	0.0	0.0	Our practice is a multi-physician group of reputable family practice doctors who have served the Knoxville area for more than 20 years. We provide complete and compassionate patient care that includes preventive medicine and chronic disease management. We also provide services through our Walk-In Clinic and through our workers' compensation department, MedCare Specialists. We appreciate the opportunity to be part of your health care team.	Part of Covenant Group. No interest in divesting from the group.
79	Internal Medicine West		Knoxville, TN	www.internalmedwest.com	0.0	0.0	We listen to you, value your needs and act as your advocate for better health. We understand you have a choice in your primary care provider and we consider it a privilege to serve your medical needs.	Part of Covenant Health Network.
80	University Medical Group		Knoxville, TN	www.utprimarycare.org	0.0	0.0	With 24 practices around the Knoxville area, University Medical Group always has a location nearby and ready to serve you. Backed by skilled physicians, state-of-the-art treatments and compassionate care, the medical practices of the University Medical Group are part of a winning team designed to provide you and your family excellence in personalized care and outstanding service.	Owned by University Physicians Association, Inc. 813 clinicians and 738 team members.

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VARSITY - 000056

PROVIDER RECRUITMENT UPDATE

PROVIDER RECRUITING SUMARY

Facility	Office Location	Hub / Spoke	Sq Ft	Lease Termination Date	Practice Focus	Provider Coverage	Actual Head Count	2017 YE Budgeted Provider Head Count	Budget Adjustments	REVISED 2017 Budget Provider Head Count	Open Positions	Provider Type Needed	Offer Accepted	Start Date	Candidates in Pipeline	Background Check	Credentialing
	CHARLESTON MARKET																
1	3750 Savannah Highway (Johns Island)	Spoke	1,250	7/31/2018	Family Medicine	Leighton Morgan, PA	1	1	0	1	0						
	Opportunistic Hire	Spoke				Open	0	1	0	1	1	MD			Lash Springs, MD 2017 Resident		
	COLUMBIA MARKET																
2	4700 Forest Drive	Hub	7,987	6/30/2019	Family Medicine	Dr. Carlos Soto Dr. Kaoru Pridgen Dr. Winston Morris	3	4	0	4	0						
3		Hub	3,000	06/30/2019	Urgent Care	Maxine Myers, NP Hadley Spencer, PA **	2	3	0	3	0						
4	4450 Rosewood Drive	Spoke	6,400	12/31/2021	Family Medicine	Michael Chandler, MD Ashley Munn, NP Open	1 1 0	1 2 0	0 0 0	1 2 0	0 0 1	 PT	Danna Thompson, MD	10/1/2017			
	Opportunistic Hire	Spoke					0	2	0	2					Bo Bryan, MD - 2017 Resident		
	FORT MILL MARKET																
	855 Gold Hill Road	Spoke	4,300	4/1/2021	Family Medicine	Open	0	0	0	0	0						
	MANNING MARKET																
5	1036 Professional Court - Manning	Spoke	4,900	Month to Month	Family Medicine	Dr. William Aldrich Julie Miles, NP	2	2	0	2	0						
6	1056 Felton Street - Summerton	Spoke	5,763	10/31/2019	Family Medicine	Jessica Robinson, PA Lillian Stukes Douglas, NP	2	2	0	2	0						
7	1013 Professional Court, Suite A	Spoke	4,900		Urgent Care	Dr. Russ Trigg Dr. Robert Ridgeway ** Shelley Stevens, PA	3	2	0	2	0						
8	1013 Professional Court, Suite B	Spoke	4,900		Family Medicine	Todd Culclasure, PA * Gina Wilson, NP *	2	2	0	2	0						
	Opportunistic Hire										1	PT					
	NORTH CAROLINA MARKET																
	Opportunistic Hire										0						
	ORANGEBURG MARKET																
9	1727 Village Park Drive - Orangeburg	Spoke	2,160	2/28/2019	Family Medicine	Gloria Reed, NP Ashley Smith, PA	2	2	0	2	0						
10	526 North Street - Bamberg	Spoke	4,000	9/30/2031	Family Medicine	Dr. Dale Padgett Dr. William Braswell Dr. Woody Dixon Allison Hamm, NP Pamela Bykowski, PA	3 2	3 2	0 0	3 2	1 0	MD					
	SUMTER MARKET																
11	325 Broad Street	Hub	23,423	8/31/2025	Family Medicine	Dr. Clay Lowder Dr. David Whaley Dr. Mitchell Grunsky Dr. Jason Leonard Dr. Thomas Lucas Kimberly Reisenauer, PA * Open Dr. Edward Meyers	5 1 1	5 2 1	0 0 0	5 2 1	0 1 0	 APP 			 Lisa Smith, PA 		
12		Hub	5,954	8/31/2025	Urgent Care	Carrie Hoshour, NP Mary Kathleen Cox, NP Sloan Ham Evans, NP Greg Byrd, NP **	4	3	0	3	0						
13	215 W Hampton Street	Spoke	2,600	Month to Month	Pain Medicine	Dr. Aathi Thiyaga *	1	1	0	1	1	MD					
14	742 West Liberty	Spoke	5,663	8/31/2025	Pediatrics	Leslie Caughman, LPC Open Dr. Sukirti Bista	1 0 1	0 1 2	0 0 0	0 1 2	0 1 0	 APP 			 Elizabeth Brockinton, NP 		

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PROVIDER RECRUITING SUMARY

Facility	Office Location	Hub / Spoke	Sq Ft	Lease Termination Date	Practice Focus	Provider Coverage	Actual Head Count	2017 YE Budgeted Provider Head Count	Budget Adjustments	REVISED 2017 Budget Provider Head Count	Open Positions	Provider Type Needed	Offer Accepted	Start Date	Candidates in Pipeline	Background Check	Credentialing
	SUMTER MARKET (CONTINUED)																
			3,500	8/31/2025	Family Medicine	Felicia Heyward, NP	1	1	0	1	0						
15	308 W. Wesmark	Spoke	3,796	8/31/2021	Family Medicine	Dr. Ike Stewart Dr. Carrie Anne Judy	2	2	0	2	0						
16	698 Bultman Drive	Spoke	2,908	1/31/2017	Family Medicine	Dr. Christopher Mahr	1	1	0	1	0						
17	385 West Wesmark Blvd - Neurology / Aesthetics	Spoke	7,856	8/31/2025	Neurology	Dr. John Baker Julie West, PA	2	2	0	2	0						
	Opportunistic Hire	Spoke					0	0	0	0	0	MD			Lamar Ward, MD - 2017 Resident		
	TURBEVILLE MARKET																
18	944 Smith Street	Spoke	4,000	11/1/2023	Family Medicine	Dr. Kate Smith * Celia Herring, NP Logan Sims, NP	1 2	1 2	0 0	1 2	0 0						
	WAGENER MARKET																
19	120 Louie Street	Spoke			Family Medicine	Open	0	1	0	1	1	NP			Rachel Mathisen, NP		
	Total Providers (excl. Acquisitions)						**47**	**54**	**0**	**54**	**8**						
	ACQUISITIONS FOR 2017																
	ENCMG NORTH CAROLINA MARKET																
20	1041 Noell Lane Ste 105; Rocky Mount	Hub	14,453	10/31/2017	Family Medicine	Dr. Daniel Crocker Dr. Jenee Bowman Dr. Yasmin Williamson Dr. Madhavi Peechara Charles Hunter, PA Monica Mills, PA Sean Epps, PA Michael Dial, PA Heidi Bishop, PA April Vang Jones, PA Temple Walker, PA	11	11	0	11	1	NP			LaToya McCurdy, NP		
21	1589 East NC Highway 97; Rocky Mount	Spoke	3,900	9/30/2019	Family Medicine	Tammy Eby, PA William Munn, PA	2	2	0	2	0						
22	155 Nashville Commons Drive; Nashville	Spoke	6,400	10/31/2019	Family Medicine	Dr. Shandal Emanuel Dr. Ervin Phipps Lynn Joyner, NP Andrea Barfield, PA	4	4	0	4	0						
23	903 Arendell Avenue; Zebulon	Spoke	4,400	7/31/2023	Family Medicine	Michael Prafka, PA Yolanda Smith, NP	2	2	0	2	0						
24	1812 Glendale Ave. Ste B; Wilson	Spoke	4,400	12/31/2017	Family Medicine	Rachel Brooke Langley, NP	1	1	0	1	0						
25	216 N. Bickett Blvd, Ste. 5; Louisburg	Spoke	1,375	5/12/2017	Family Medicine		0	0	0	0	0						
	CHARLESTON MARKET																
26	1124 Sam Rittenberg Avenue, Suite 1	Spoke	5,000	3/6/2024	Family Medicine/Pain	Dr. Jeff Buncher Taylor Callinan, PA Kathryn Wolfe, PA Harry Dinwiddie, PT	1 2 1	2 2 1	0 0 0	2 2 1	0 1 0	 MD					
27	1477 Tobias Gadson Blvd.	Spoke			Family Medicine	Dr. Marshall Newton Lindsey Kettinger, NP	1 1	1 1	0 0	1 1	0 0						

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VARSITY - 000059

PROVIDER RECRUITING SUMARY

Facility	Office Location	Hub / Spoke	Sq Ft	Lease Termination Date	Practice Focus	Provider Coverage	Actual Head Count	2017 YE Budgeted Provider Head Count	Budget Adjustments	REVISED 2017 Budget Provider Head Count	Open Positions	Provider Type Needed	Offer Accepted	Start Date	Candidates in Pipeline	Background Check	Credentialing
	BUDGETED ACQUISITIONS																
	Berkeley Family Practice (Wilhoit)							9	0	9							
	Future Platforms/Tuck-ins							5	0	5							
	Total Budgeted Acquired Providers						26	41	0	41	2						
	Total Providers (incl. Acquisitions)						73	95	0	95	10						
						* - part time											
						** - PRN - as needed											
						Providers in red have given his/her notice.											

Summary:					
Total Providers (excl. Acquisitions)	**47**	**54**	**0**	**54**	**8**
Total Budgeted Acquired Providers	**26**	**41**	**0**	**41**	**2**
Residents - *not included in headcount*	0				
Subtotal	**73**	**95**	**0**	**95**	**10**
Offers Accepted	1				
Total Providers	**74**	**95**	**0**	**95**	**10**

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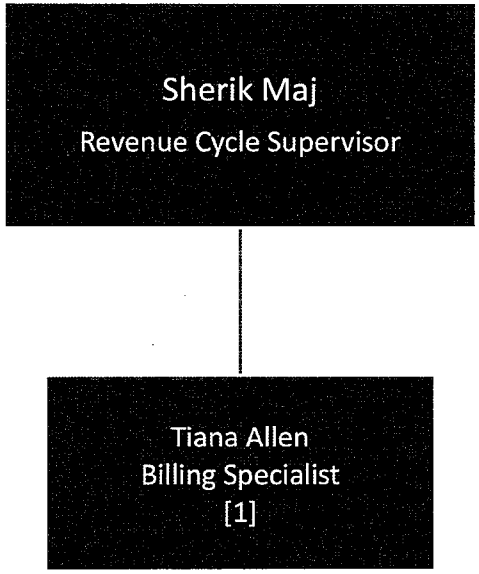
CLINICAL MANAGEMENT REVIEW

Family Care Partners Holdings, LLC.



Total Staff Count = 1

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VARSITY - 000028

From: Gary Katz
Sent: Monday, May 8, 2017 10:54 AM
To: Provider Group <providergroup@fcpmgmt.com>
Cc: Laurie Lingefelt <laurie.lingefelt@colonialfamilypractice.com>; Thomas Watson <thomas.watson@fcpmgmt.com>; Ed Motherway <ed.motherway@fcpmgmt.com>; Pat Harrell <pat.harrell@fcpmgmt.com>; Misty Johnson <misty.johnson@colonialhealthcare.com>
Subject: Awesome Progress - Thank you - Chart signing update

All,
Here is the progress on signing in just the past 48 hours. Please keep up the strong work. I heartfully appreciate each and every one of your efforts.
Very respectfully,
Gary

Gary Katz, MD, MBA, FACEP
Chief Medical Officer
Sr. VP Medical Affairs

Family Care Partners
855 Gold Hill Road
Suite 106
Fort Mill, South Carolina 29708
614-207-6882

Rendering	5/6/2017	5/7/2017
0		
Abigail S. Ham	36	**8**
Ashley Munn	27	23
Carlos A. Soto	5	5
Carrie Hoshour	5	5
Celia M. Herring	243	203
Chasity L. Sims	1	1
Christopher M. Mahr	79	101
Clayton R. Lowder	95	51
David G. Whaley	595	466
David R. Trigg	209	47
Edward J. Meyers	114	63
Felicia Heyward	44	22
Gina Wilson	12	12
Jason M. Leonard	131	35
Jessica Robinson	10	10

From: Teresa Meinert <teresa.meinert@fcpmgmt.com>
Sent: Monday, May 8, 2017 2:37 PM
To: David Alpern <DA@varsityhealthcarepartners.com>; Michael Jablon <MJ@varsityhealthcarepartners.com>; Steven Boyd <SKB@varsityhealthcarepartners.com>; Brian Callahan <brian.callahan@fcpmgmt.com>; Ed Motherway <ed.motherway@fcpmgmt.com>; Ed Mcfadden <ed.mcfadden@fcpmgmt.com>; Kevin Rogus <kevin.rogus@fcpmgmt.com>; Gary Katz <gary.katz@fcpmgmt.com>; Nerissa Reed <NR@varsityhealthcarepartners.com>; Amy Maser <AM@varsityhealthcarepartners.com>
Cc: Thomas Watson <thomas.watson@fcpmgmt.com>
Subject: FCP/VHP Working Session Meeting - Other Topics

All,
Attached please find a PDF copy of the "Other Topics" portion of the above agenda. As Tom mentioned there may be other reports or documents provided as your walk through the meeting tomorrow.
Thank you.

Teresa Meinert
Executive Assistant to President & CEO
Family Care Partners
855 Gold Hill Rd. Suite 106
Ft. Mill, SC 29708
Ph: 803 619-6599
Teresa.meinert@fcpmgmt.com

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ACQUISITIONS

Pipeline

Acquisition Pipeline

4/27/2017

($ in thousands)

Opportunity Name	Market	Clinics	Providers (FTE's) Docs	Mids	Total	Main Ancillaries	Exp. Close	Status / Notes	Revenue	Adjusted EBITDA	PF EBITDA	Net Purchase Price	Adj. EBITDA Multiple	PF EBITDA Multiple	Level II EBITDA Multiple
Closed Acquisitions															
Colonial Healthcare	Sumter, SC	9	17	10	27	All	2015	Closed December 2015	$ 32,488	$ 7,815	$ 7,815	$ 55,000	7.0x	NA	NA
Padgett Medical Centers	Bamberg Orangeburg	3	2	4	6	None	2016	Closed 9/30/16	$ 1,856	$ 121	$ 208	$ 500	4.1x	2.4x	1.9x
ECMC (Dr. Kate Smith)	Turbeville, SC	1	1	1	2	None	2016	Closed 11/2/16	NA	NA	$ 100	NA	NA	NA	NA
Wagener Medical Center	Wagener, SC	1	0	1	1	None	2016	Closed 12/6/16	NA	NA	$ 100	NA	NA	NA	NA
Santee Cooper Urgent Care	Manning	2	2	2	4	CT	2016	Closed 12/31/16	$ 2,145	$ 90	$ 264	$ 475	5.3x	1.8x	1.0x
ENCMG (Rocky Mount)	Rocky MT, NC	6	6	14	20	All Exc. Stress/MRI	2017	Closed 1/27/16	$ 10,853	$ 596	$ 723	$ 3,167	5.3x	4.4x	3.0x
Charleston Pain (Dr. Jeffrey Buncher)	James Island, SC	1	1	2	3	Pain, PT	2017	Closed 3/6/16	$ 2,295	$ 504	$ 612	$ 2,400	4.8x	3.9x	3.6x
Newton Family (Dr. Marshall Newton)	Charleston	1	1	1	2	None	2017	Closed 3/31/16	$ 955	$ 111	$ 130	$ 554	4.5x	4.3x	3.3x
LOI Signed															
*******	Sumter, SC	1	1	1	2	None	5/15/17	*********	$ 2,397	$ 558	$ 644	$ 2,600	4.7x	4.0x	3.6x
Sumter PT (Todd Hoover)	Sumter SC	1	0	0	0	PT	5/15/17	LOI signed 3/15 The #1 PT in Sumter. Has a 50% partner looking to get out.	$ 1,539	$ 326	$ 408	$ 1,305	4.0x	3.2x	3.0x
Coastal Urgent Care (Dr. Gerald Congdon)	Pawley's Island, SC	1	3	2	5	None	5/31/17	LOI Signed 2/15 Awaiting turn of legal documents	$ 2,780	$ 387	$ 451	$ 1,500	3.9x	3.3x	2.8x
Berkeley Family Practice (Dr. Gordon Wilhoit)	Moncks Corner	1	6	3	9	None	6/30/17	LOI Signed 11/19 Awaiting BFP audit of PYA results BFP dealing with internal shareholder issue	$ 4,637	$ 832	$ 991	$ 3,643	4.4x	4.0x	3.5x
Upstate PT (David Keese)	Anderson, SC	1	0	0	0	PT	6/30/17	Awaiting turn of legal documents Site visit on 3/16 - met with Tom, Kevin and Clay	$ 1,173	$ 445	$ 490	$ 2,200	4.9x	4.5x	4.1x
Jacksonville Childrens and Multispecialty	Jacksonville, NC	10	10	18	28	None	6/30/17	LOI Signed 4/23/16	$ 14,465	$ 2,195	$ 2,962	$ 15,000	6.8x	5.4x	4.2x
South Strand Internists (Dr. Brian Adler)	Myrtle Beach, SC	1	1	3	4	None	7/30/17	Verbal LOI - signed LOI expected 5/1 Family practice, Urgent Care and suboxone clinic	$ 2,777	$ 482	$ 533	$ 2,150	4.5x	4.0x	3.5x
LOI Sent to Seller															
Dr. David Rodgers	Bonneau, SC	1	1	1	2	None	-	PPCP Doc	$ 1,120	$ 149	$ 214	$ 550	3.7x	2.6x	2.5x
Dr. Donald Hanna (Liberty)	Goose Creek, SC	1	1	1	2	None	-	Liberty doc who has been burned by Lissa	$ 1,280	$ 155	$ 277	$ 698	4.5x	2.5x	2.5x
Providence Family Practice	Columbia, SC	1	4	0	4	None	-	In process of selling to hospital	$ 1,543	$ 88	$ 145	$ 400	4.5x	2.8x	2.2x
Rocky Mount FMC (Dr. Richard Michal)	Rocky Mount, NC	1	5	7	11	Lab	-	Seller has gone silent (Crocker Introduction) 3/9 - Continuing to negotiate their lease	$ 6,969	$ 531	$ 611	$ 2,400	4.5x	3.9x	3.0x
Palmetto Adult Medicine (Dr. Andy Reynolds)	Sumter SC	1	4	1	5	Most	-	Signed NDA 1/15 Sumter competitor	$ 3,544	$ 437	$ 501	$ 1,750	4.0x	3.5x	3.2x
Anderson Family Care (Dr. Wajdi Dbouk)	Anderson, SC	1	1	1	2	None	On Hold	On Hold	$ 689	$ 130	$ 184	$ 640	4.9x	3.5x	3.0x

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VARSITY - 000040

Acquisition Pipeline

($ in thousands)

4/27/2017

Opportunity Name	Market	Clinics	Providers (FTE's) Docs	Mids	Total	Main Ancillaries	Exp. Close	Status / Notes	Revenue	Adjusted EBITDA	PF EBITDA	Net Purchase Price	Adj. EBITDA Multiple	PF EBITDA Multiple	Level II EBITDA Multiple
UNDER NDA															
Simpsonville Family Medicine (Dr. Paul Dillon)	Simpsonville SC	1	2	2	4	None	-	Kevin met on 3/29	$ 1,100	$ 60	$ 100	$ 240	4.0x	2.4x	2.2x
AFC Beaufort	Beaufort, SC	1	1	1	2	None	-	AFC Franchise in Beaufort, SC	$ 923	$ 49	$ 73	$ 200	4.0x	2.7x	1.6x
Dr. Monica Luminchar	Charleston, SC	1	1	1	2	None	-	Primary care and health clinic	$ 631	$ 99	$ 125	$ 400	4.0x	3.2x	1.5x
Grace Medical (Dr. Rojas)	Columbia, SC	1	2	2	4	None	-	Seller will re-send financials in June. Wants to go with us but needs better financials Small 2 practioner practice in Columbia	$ 980	$ 59	$ 137	$ 205	3.5x	1.5x	1.0x
Charleston Cardiology	Charleston, SC	1	1	0	1	ECHO	-	Cardiologist - working on ways to partner	$ 768	$ 73	$ 110	$ 350	4.8x	3.2x	3.0x
Carolina Family Practice (Dr. George Jones)	Manning, SC	1	1	0	1	None	-	Looking to leave his practice	$ 391	$ -	NA	NA	NA	NA	NA
Jonathan Dewald	Wilson NC	1	1	0	1	None	-	Kevin met on 4/18 - Losing money	$ 306	$ (9)	NA	NA	NA	NA	NA
Durst Family Medicine	Charleston, SC	1	1	1	2	None	-	Great practice, hospital running at HUGE loss	$ 1,898	$ (683)	$ (400)	NA	NA	NA	NA
FMC of South Carolina (Dr. Stephen Serbin)	Columbia, SC	5	16	7	23	Lab, Stress	No	Process back on, Kevin and Tom meeting on 4/25 Largest group in South Carolina led by Dr. Stephen Serbin. 5 locations around Columbia. Do not have MRI.	NA	NA	NA	NA	NA	NA	NA
Dr. Dennis Fisher	Charleston, SC	1	1	1	2	None	-	Awaiting financials	NA	NA	NA	NA	NA	NA	NA
The Hope Clinic (Dr. Etikerentse)	Moncks Corner, SC	1	1	4	5	Most	-	Awaiting financials	NA	NA	NA	NA	NA	NA	NA
North Berkeley (Dr. Sarah Brown)	St. Stephens SC	1	1	0	1	None	-	Gone silent	NA	NA	NA	NA	NA	NA	NA
The Rhodes Clinic (Dr. Rhodes)	Aiken, SC	1	1	1	2	None	-	Very small clinic in Aiken	NA	NA	NA	NA	NA	NA	NA

Summary	Qty Deals	Qty Clinics	Adj. EBITDA Year	Adj. EBITDA Cum	PF EBITDA Year	PF EBITDA Cum	Purchase Price Year	Purchase Price Cum	Year Multiple Adj.	Year Multiple PF	Cum Multiple Adj.	Cum Multiple PF
Closed Acquisitions - 2015	1	9	7,815	7,815	7,815	7,815	55,000	55,000	7.0x	7.0x	7.0x	7.0x
Closed Acquisitions - 2016	4	7	211	8,026	672	8,487	975	55,975	4.6x	1.5x	7.0x	6.6x
Closed Acquisitions - 2017	3	8	1,211	9,237	1,465	9,952	6,121	62,096	5.1x	4.2x	6.7x	6.2x
LOI Signed	7	16	5,225	14,462	6,478	16,430	28,398	90,494	5.4x	4.4x	6.3x	5.5x
LOI Sent	6	6	1,490	15,952	1,932	18,362	6,438	96,931	4.3x	3.3x	6.1x	5.3x
Under NDA	13	17										
Total	33	54										

CONFIDENTIAL

3704

VARSITY - 000041

Acquisition Pipeline

($ in thousands)

Status	Practice Name	Contact Person	Location	Clinics	Providers (FTE's) Docs	Mids	Total	Practice Description	Progess & Next Steps
Ongoing Discussion	Dr. Leon Khoury	Dr. Leon Khoury	Columbia, SC	1	1	0	1	Referal form McKesson rep - single heart doc	Kevin met on 3/30 Dr. Katz to speak with
Ongoing Discussion	Bonn Family Practice	Dr. Kumar	Wilson, NC	1	1	0	1	Referal from Emanuelle	Kevin Following up in May
Ongoing Discussion	Atlas Healthcare	Dr. Tim Wingo	Mt Pleasant	1	1	0	1	Referal from Dr. Leonard	Kevin spoke to on 4/12 - not a great fit but will keep dialogue going
Ongoing Discussion	Halifax Medical Specialists	Dr. Maradiaga	Roanoke Rapids, NC	1	7	1	8	Referal from Crocker	Cancelled meeting on me, has offer in hand, reaching back out in May
Ongoing Discussion	Sumter Internal Medicine	Dr. Guram	Sumter, Sumter, SC	1	7	7	14	Member of ACO	Paul and Kevin to meet on 5/3
Ongoing Discussion	Blythwood Family Medicine	Dr. Stephen Barnett	Blythewood, SC	1	1.5	1	2.5	Cold Call	Kevin Met on 3/9 Expanding practice, probably makes sense to revisit in 2H 2016
Ongoing Discussion	Global Family Medicine	Dr. Gus Perez	Bluffton, SC	1	1	1	2	Referral from Congdon	Kevin called again on 4/10
Ongoing Discussion	Beach Urgent Care	Dr. Ron Reynolds	Myrtle Beach, SC	5				Referral from Congdon	Kevin spoke on 3/1 Kevin shot follow-up on 3/20
Ongoing Discussion	Sentinel Partners	Dr. Scheur Dr. Holmstrum	Camden, SC	4	5	3	8	Gary and Kevin have met in person, good size practice in Camden	Kevin called on 4/10, said reach out again in May
Ongoing Discussion	Center for Primary Care	Lou Imbrigno	Aiken, Aiken, SC	9	35	5	40	This is a large group - They have 9 locations and 35 physicians in SC and NE GA	Lou was fired, new team in place
Ongoing Discussion	Elloree Family Practice	Richard Carpenter, MD	Elloree, Orangeburg, SC	1	1	1	2	Kevin reach out on a cold call and is interested in learning more.	March 14 - Kevin sent follow-up email
Ongoing Discussion	Coastal Physcians Alliance	Dr. Musselwhite Diane Braswell	Wilmington, NC	-	-	-	-	Referral from Crocker - Independent Physcians Organization	Waiting a meeting date Kevin to follow-up 3/27
Ongoing Discussion	Pinner Clinic http://pinnerclinic.com/	Carroll Pinner III, MD	Peak, SC	1	3	0	3	Kevin reach out on a cold call and is interested in learning more.	Kevin to Call Dr. Ben Pinner. Good friends with Clay
Ongoing Discussion	Inlet Med	Dr. William Epperson	Murrells Inlet, SC	-	-	-	-	Kevin, Tom and Dr. Wilhoit met on 2/17	Kevin to follow-up with Eppersons counsel
Ongoing Discussion	Emmanuel Family Clinic	Dr. Jorge Garcia	Newberry, SC	1	2	0	2	2 Provider practice 45min from Columbia. Called Kevin after receiving mail outreach	March 14 - Kevin sent follow-up email

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Acquisition Pipeline

($ in thousands)

Status	Practice Name	Contact Person	Location	Clinics	Providers (FTE's) Docs	Mids	Total	Practice Description	Progess & Next Steps
1	Primary Care Associates	Dr. Marshall Meadors	Anderson SC	2	8	6	14	Large practice in Anderson, does full labs. Only other independne thesides Dr. Dbouk.	Lucas spoke to Dr. Meadors. He is interested in learning more. Lucas sent our overview materials and we are trying to get a meeting with the three of us in Anderson
1	Durrence Family Medicine-Liberty	Hugh Durrance, MD	Charleston, Charleston, SC	-	-	-	-	Large practice in suburbs of Chrleston. Partnered with Lissa.	Currently not responding to Dr. Wilhoit
1	PPCP	Dr. Brian Kellar	Summerville SC	1	1	1	2	Identified as a top PPCP doc by Dr. Wilhoit	May: Kevin to follow-up again
1	PPCP	Dr. Lucy Davis	Charleston, SC	1	2	2	4	Identified as a top PPCP doc by Ron	Intro letter sent 1/8
1	PPCP	Dr. Samuel Schumann	St. Stephen, SC	1	1	0	1	Identified as a top PPCP doc by Ron	Intro letter sent 1/8
1	PPCP	Dr. Edward Jones	Moncks Corner, SC	1	3	3	6	Identified as a top PPCP doc by Ron	Intro letter sent 1/8
1	PPCP	Dr. Luis Vega	Hampton SC	1	2	1	3	Identified as a top PPCP doc by Ron	Intro letter sent 1/8
1	Med Care	Dr. Radwan Hallaba	Multiple	6	NA	NA	NA	Identified as a top doc by Ron	Intro letter sent 1/8
1	Fairfield Medical Assoc	Steven Barrett, MD Roger Gaddy	Winnsboro, Fairfield, SC	1	3	2	5	Kevin left message and emailed on 9/8 Kevin spoke with at Columbia event and gave him our introductory materials. Dr. Gaddy has two other partners and is interested in selling.	May: Kevin to follow-up again
1	Bellentine Pediatrics	Karen Pollock, MD	Irmo, SC	1	2	1	3	Kevin left voice message on 8/23 Renee met at Indedoc Conference. Interested in selling	May: Kevin to follow-up again
1	Mackey Family Practice	Keith Shealy	Lancaster, SC	1	1	0	1	Single provider practice by Fort Mill, interested in selling for sucession planning. Tom spoke on 7/15. He is looking to sell his practice. We then followed up with some introductory materials and Tom introduced her to Clay.	May: Kevin to follow-up again
1	AppleCare Urgent Care & Primary Care	Chase Finely (CEO)	Savannah, GA	16			51	16 Urgent Care Facilities in SE Georgia. Very rural and unhealthy. Kevin Spoke with Chase on 7/14. Good conversation. They are having a down 2016 and are concentrating on growing the business and their J.V.s. Will put the business up for sale again in Q4/Q1	May: Kevin to follow-up again
1	New Day Family Practice	Kristin Black, MD	Lancaster, SC	1	1	0	1	RC	May: Kevin to follow-up again
1	Due West Family Medicine	Karen Leslie, MD	Abbeville, SC	1	1	0	1	RC	May: Kevin to follow-up again
1	5 Star Family Medicine	Dr. Mark Walsh	Pendleton, SC	1	1	1	2	RC	May: Kevin to follow-up again

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VARSITY - 000043

Acquisition Pipeline

($ in thousands)

Status	Practice Name	Contact Person	Location	Clinics	Providers (FTE's) Docs	Mids	Total	Practice Description	Progess & Next Steps
2	Cedars Medical	Dr. Ugochukwu Okereke, MD	Sumter, SC	1	2	0	1	Kevin and Clay have reached out repeatededly, non-responsive	May: Kevin to follow-up again
2	Dorchester Medical Associates	Walter Leventhal, MD J Burger, MD	Dorchester, SC	1	2	1	3	8/18: Kevin left message with Practice Administrator	May: Kevin to follow-up again
2	UMAA	Dr. Stphen Youmans	Aiken, SC	1	1	2	1	Sent Kevin an Email	May: Kevin to follow-up again
2	Genesis Healthcare (Olanta Family Care)	James McInnis, MD	Darlington, SC					RC	May: Kevin to follow-up again
2	Tricia Etheridge, MD	Tricia Etheridge, MD	Ridgeland, SC	1	1	0	1	Solo Practice	May: Kevin to follow-up again
2	Urgent MD Healthcare Services	Amy Payne, MD	North Augusta, Aiken, SC	7				Large UC and PC in North GA - Need a contact http://www.urgentmd.com/	May: Kevin to follow-up again
2	Low Country Healthcare Systems	Abraham (Abe) Moskow, MD	Barnwell, SC	5	14	11	25	http://www.lowcountryhealthcaresystem.com/providers.html	May: Kevin to follow-up again
2	Newtown Family Physcians	Dr. Alan Forshey	Newton, NC	1	5	2	7		May: Kevin to follow-up again
2	Santee Family Medical Center	Dr. Gossie Mathis	Santee, SC					Contact from Indedoc	May: Kevin to follow-up again
2	Keowee Primary Care & Internal Medicine	Dr. Taquerr Alam Dr. Jason Gosnell	Seneca SC					Contact from Indedoc	May: Kevin to follow-up again
2	Upstate Medical Associates	Dr. Catherine Mcalpine	Seneca SC	1	2	3	5	Contact from Indedoc	May: Kevin to follow-up again
2	Brio Womens Health	David Martin (CEO)	Greenville, SC	3	5	5	10	Introduction from Clay	May: Kevin to follow-up again
2	Palmetto Proactive http://www.palmettoproactive.com/	Dr. Jerome Aya-Ay	Spartanburg, SC	1	3	0	3	Direct primary care practice. Dr. Aya-Ay met Kevin at Indedoc conference. Kevin called on 9/8 and is interested in learning more.	Wants to reconnect in the new year
2	Olanta Family Care	Brian Heaster, MD	Darlington, Darlington, SC						
2	Cornerstone Family Medicine	Dr. Keith Stafford	Greer, SC	1	2	3	5	(864) 989-0230	
2	Abbeville Internal Medicine	Keith Scott, MD	Abbeville, SC						
2	Pawleys Pediatricsa and Adult Medicine	Dr. Larry Kelly	Pawleys Island, SC						
2	Dantzler Family Care	Dr. James Dantzler	St. George, SC	1	1	0	1	*	May: Kevin to follow-up again
2	John Martin Primary Health Care Center	Mark Shaffer, MD	Winnsboro, Fairfield, SC					knows Monnie, another domino could fall. phone number is for John Martin Primary Care	
2	Marion Medical Group	James Suggs, MD	Marion, Marion, SC					Carolinas Hospital System, Rural Health, would be amenable after a few acquisitions	

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Acquisition Pipeline

($ in thousands)

Status	Practice Name	Contact Person	Location	Clinics	Providers (FTE's) Docs	Mids	Total	Practice Description	Progess & Next Steps
2	PPCP	Dr. William Wimberly	St. George, SC	1	1	3	4	Kevin met on 1/17 - unprofitable and wants son back in the picture Identified as a top PPCP doc by Ron	Obtain financials
2	Frost Family Medicine http://www.frostfamilymedicine.com/	Dr. James Frost	Bluffton, SC	1	1	0	1	Single doc practice in Bluffton (outside of Hilton Head). Received mail campign and interested in learning more	Kevin shot email on 2/21
2	Sunflower Medical Group	Dr. David Yu	Kansas City, MO	5	23	NA	NA	Relationship from Alpern. Kevin, Tom and Dr. Leonard spoke with on 10/7.	Dr. Yu to send through preliminary financials and set a meeting date in KC
2	Low Country Medical Care	Dr. Michael Mikkelson	Bluffton, SC	1	1	0	1	Solo practice in Bluffton. Retirement Age looking to sell.	Kevin shot email on 2/21
Paused	Hugh Morgan Family Pracitce	Dr. Hugh Morgan	Anderson SC					Contact from Indedoc	Not Interested at present time
Paused	Family Physicians of Spartanberg https://familyphysicianspartanburg.com/	Dr. Mark Miles	Spartanburg, SC	1	5	2	7	Very large practice with full suite of ancillary services in west SC. Kevin spoke to Dr. Miles at length and he is interested. A few of his older partners may not but they have a great deal of ancillaries and a brand new building.	Not Interested at present time
Paused	Harth Place Family Medicine	Mary Little, MD	Summerville, SC	1	2	0	2	Drs. Mark and Mary Little are>60 years old and have a nice, small practice in Summerville. Good building and right across from the hospital. No ancillary services. Interested in selling for succession and monetization.	Seller has passed
Paused	Carolina Medical Alliance	Dr. Ernest Atkinson Dr. Mims	Kingstree, SC	0	2	0	2	Physcian recruit turned acquisition. FCP team realigning to put forth an offer.	Current deal with Hospital is far better than we can offer (operating at loss)
Paused	Dillion Family Medicine	Dr. Fitzgibbons Dr. Vance	Dillion, SC	1	7	2	9	Large practice that had been sent an LOI. Have decided not to do anything until after year-end. Kevin reachedout to with regards to our ACO but was not interested at this time.	Reach back out when appropriate
Passed	MedCentral	Jerry Neal	Anderson, SC	3	0	0	0	Small Clinic in Andersen that just lost doctor	FCP has passed
Passed	Apex Care	Dr. Olajide Balogun (803-424-6339)	Lugoff, SC	1	1	0	1	Single provider practice 20 minutes from Sumter. Very small practice but proxmity to Sumter has apprent synergies	FCP has passed
Passed	Palmetto Health & Wellness Center	Patrcia Riddle, MD	Orangeberg, SC Sommerville, SC	1	1	0	1	Dr. Riddle used to be a full-time family practice physcian however switched to wellness as she got tired of the hassles of admin/insurance companies. She would like us to partner with her in reopening her priimary care practices.	FCP has passed
Passed	Blalock Family & Urgent Care	Dr. Cynthia Blalock	Mt Pleasant	1	1	2	3	Currently in Alysa's group, not making any money	Unprofitable - FCP has passed
Passed	Northlake Family Medical Center	Dr. Reginald Parker	Columbia, SC					Practice is temporarily shut down. Practice Administrator had stolen $300K and was fired, she subsequently filed a complaint that Dr. Parker had alziehmers and his licenses was temproarily suspended.	FCP has passed
Passed	Synergy Spine Physcians	Dr. Marion McMillon	Seneca SC	2	1	0	1	Dr. McMillan is a spine doc whom met Kevin at the Indedoc meeting and follow-ed up expressing interest in joining our ACO as well as partnering with us. He has signed the ACO PA and is getting the info for prelim dilligence.	Has said he wants to finish the year independent and then begin acquisition discussions in Q1
Passed	Parkwest Pediatrics https://parkwestpediatrics.com/	Dr. Eglen	Mt Pleasant	1	1	0	1	Introduction from Renee. Pediatrcian intereted in selling her practice. Has an offer from hospital for $135K. Interest would be on purchasing practice, inclusive of charts, patients and staff, and continue as a family care	FCP has passed
Passed	Redicare	Dr. Shane Purcell	Anderson, SC	1	1	0	1	Small PC and UC in Andersen	FCP has passed

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Diligence & Integration

Active Targets

Company	State	Ranking	FINANCIALS Revenue	FINANCIALS EBITDA	Action Steps
Cool Springs Internal Medicine & Pediatrics Clinic	TN	A	0.0	0.0	6 Physicians; 2 Locations Open for a meeting with Kevin. Discuss time on update call.
Center for Primary Care	GA	A	35.0	0.0	39 Physicians; 9 locations. 150,000 active patients. $35mm revenue 2016. Working with new contacts.
North Atlanta Primary Care	GA	A	30.0	0.0	MDs: 28 PAs: 18 Locations: 8 Mentioned plan to possibly go to market in the next few months.
Eagles Landing Family Practice	GA	A	50.0	0.0	MDs: 15 PAs: 8 Locations: 13 Call 3/17, next step meet in person. No response back yet.
Avance Health System, Inc.	NC	A	14.0	0.0	8 locations, 42 employees. $20mm revenue 2017, $14mm revenue 2016. Call 2/27, had follow up call. Open to meeting for dinner.

Quick Facts Statistics

Total Targets Contacted	**80**	***100%***
Active Dialog	31	*38.8%*
Presented to Client	6	*7.5%*
Client Calls w/ Targets	3	*3.8%*
Client Meetings w/ Targets	0	*0.0%*
LOIs Issued	0	*0.0%*
LOIs Double Signed	0	*0.0%*
Deals Closed	0	*0.0%*
No Interest	**26**	***32.5%***
by Cook	3	*3.8%*
by Target	22	*27.5%*
by Client	1	*1.3%*

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VARSITY - 000047

#	Company	Parent Company	Location	Website	Rev $M	EBITDA	Description	Comments
Active								
1	Avance Health System, Inc.		Apex, NC	www.avancecare.com	14.0	0.0	Avance Care is an innovative primary care provider that has been offering convenient, cost effective health care services since 2008. Avance Care operates a network of primary care practices in the Triangle area of North Carolina and utilizes a proprietary operating platform comprised of sophisticated information technology systems and highly developed workflow processes and procedures. Our unique operating system has enabled us to generate industry-leading patient satisfaction rating, quality of care, and efficiency.	8 locations, 42 employees. $20mm revenue 2017, $14mm revenue 2016. Call 2/27, had follow up call. Discuss on update.
2	Center for Primary Care		Evans, GA	www.centerforprimarycare.com	35.0	0.0	CPC has been caring for families of the CSRA since 1993. CPC provides patients of every age with the most convenient, accessible, and personal healthcare available.	39 Physicians; 9 locations. 150,000 active patients. $35mm revenue 2016. Working with new contacts.
3	Cool Springs Internal Medicine & Pediatrics Clinic		Brentwood, TN	www.coolspringsinternalmedicine.com	0.0	0.0	We take the convenience of family care service to the next level. We are able to treat complex chronic problems and provide a full spectrum of care for patients of all ages.	Open for a meeting with Kevin. Discuss time on update call.
4	Eagles Landing Family Practice		McDonough,, GA	www.elfp.com	50.0	0.0	Eagles Landing Family Practice is a full-service, primary care practice with 13 different locations in Henry, Butts, and Rockdale counties. Our family physicians, physician assistants, nurses and lab technicians are highly skilled and qualified in a wide range of treatments and procedures. We are committed to providing our patients with the best care possible, in a way that is affordable and convenient.	Call 3/17, discuss next steps.
5	North Atlanta Primary Care		Alpharetta,, GA	www.northatlantaprimarycare.com	30.0	0.0	North Atlanta Primary Care, formerly known as North Fulton Family Medicine, is a full-service family medical practice devoted to providing the highest quality	Scheduling a call
Business Development								
6	Alpharetta Internal Medicine		Roswell, GA	www.alpharettainternalmed.com/	0.0	0.0	At Alpharetta and Cumming Internal Medicine, we specialize in preventative health care to make sure you live a happy, healthy life. Our practice currently has 8 providers.	Spoke with office Manager. No response after initial dialogue.
7	America's Family Doctors		Brentwood, TN	www.afdclinics.com	0.0	0.0	Our history begins in the summer of 2002, when Dr. S. Steve Samudrala MD, affectionately referred to as "Dr. Sam", founded America's Family Doctors. At the time, we operated out of our single Brentwood location. Fast forward almost a decade and our family practice continues to grow, blossoming into 3 locations in Middle Tennessee.	Spoke briefly and sent over intro. Follow up week of 17th.
8	Asheville Internal Medicine		Asheville, NC	www.avlim.com	0.0	0.0	Our physicians are Board Certified Internists who have the experience, training, technology and skill to effectively treat our patients. We seek to deliver the highest quality of care in a timely, efficient and caring manner.	Currently part of ACO with Mission Health Partners until EOY 2017. Meeting 2/20 internally to discuss with Founder to see if there is interest. No response yet after meeting.
9	Beacon Health Alliance		Chattanooga, TN	www.beaconhealthphysicians.com	0.0	0.0	Formed in 1996, Beacon Health Alliance, PC is one of Chattanooga's largest private physician primary care groups completely dedicated to providing primary health care for children and adults of all ages. Specializing in pediatrics, obstetrics, gynecology, family practice and internal medicine, Beacon's qualified and highly trained physicians deliver a unique brand of personalized care that makes them the Chattanooga area's premier primary care providers.	
10	Bethany Medical Center		High Point, NC	www.bethanymedicalcenter.com	0.0	0.0	After completing training in India, London, Pittsburgh, and at Wake Forest University, Dr. Lenny Peters settled in High Point, NC to begin his career of caring. To this end, he formed Bethany Medical Center, a multi-specialty medical group providing medical care to a diverse population of patients.	

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#	Company	Parent Company	Location	Website	Rev $M	EBITDA	Description	Comments
11	Blue Ridge Medical Group		Elkin, NC	www.blueridgemd.com	0.0	0.0	Blue Ridge Medical Group, founded in 1994, specializes in Family Medicine, including pediatric services, Internal Medicine, Geriatric Medicine and Palliative Care, Cardiology and Sleep Medicine. We have offices in Dobson, Elkin, Mt. Airy, North Wilkesboro, Sparta and Yadkinville.	Spoke briefly and sent over introduction.
12	Cape Fear Family Medical Care & Med One Care		Fayetteville, NC	www.cffmc.com	0.0	0.0	Cape Fear Family Medical Careÿand Med One Care on Owen Drive are conveniently located. We focus on family, geriatric, endocrinology, pulmonary, occupational and urgent medicine. All of our providers are committed to providing exceptional medical care. We accept most insurances.	
13	Cape Fear Valley Health System		Fayetteville, NC	www.capefearvalley.com	0.0	0.0	At Cape Fear Valley, our Fayetteville, NC doctors proudly serve a six-county region of southeastern North Carolina, including Fayetteville, Fort Bragg, Hope Mills, Raeford, Lumberton, Elizabethtown, Clinton, Lillington, Dunn, and beyond. The Cape Fear Valley Health System's medical facilities include Cape Fear Valley Medical Center, Highsmith-Rainey Specialty Hospital, Cape Fear Valley Rehabilitation Center, Behavioral Health Care, and Bladen County Hospital, as well as several medical offices and clinics spread throughout the Cape Fear region.	
14	CaroMont Health		Gastonia, NC	www.caromonthealth.org/	0.0	0.0	CaroMont Health in Gastonia, NC, is a regional, independent, not-for-profit health care system. It encompasses Gaston Memorial Hospital, with 435 beds; Courtland Terrace, a 96-bed skilled nursing facility; Gaston Hospice, which includes the 12-bed Robin Johnson House inpatient facility; and CaroMont Medical Group, a network of 44 primary and specialty physician offices. CaroMont Health's vision is to be a nationally recognized leader and valued partner in promoting individual health and vibrant communities	
15	Carolina Family Practice & Sports Medicine		Cary, NC	www.cfpsm.com	0.0	0.0	Carolina Family Practice & Sports Medicine is a twelve provider medical practice, now with three triangle locations. The core service of CFPSM is to provide high quality primary care to infants, children, and adults in Wake County. We are proud to be affiliated with Duke Medicine as a Private Diagnostic Clinic. We consider family medicine the cornerstone of healthcare and pride ourselves in providing comprehensive acute, chronic, and preventive care to patients of all ages. This includes management of many disease states such as diabetes, hypertension, asthma, heart disease, thyroid disease, depression, anxiety, and others, as well as performing complete physical exams on males and females of all ages. Our sports medicine care targets athletes of all ages and skill levels, from professional athletes to weekend warriors. CFPSM provides a broad spectrum of sports medicine services including: treatment of acute and chronic musculoskeletal injuries, management of medical problems in athletes (e.g. asthma, diabetes, heart disease, etc), education regarding injury prevention and performance enhancement, pre-participation screenings and physical exams, and coverage of a multitude of sporting events.	
16	Carolina Internal Medicine Associates		Asheville, NC	www.carolinaim.com	0.0	0.0	Carolina Internal Medicine is a practice group comprised of 13 experienced healthcare professionals ? physicians and non-physician providers ? with a mission to provide personal and comprehensive patient care. We are your Patient-Centered Medical Home, structured around the belief that the patient experience is paramount.	
17	Carolinas HealthCare System		Charlotte, NC	www.carolinashealthcare.org	0.0	0.0	Carolinas HealthCare System (carolinashealthcare.org), one of the nation's leading and most innovative healthcare organizations, provides a full spectrum of healthcare and wellness programs throughout North and South Carolina. Its diverse network of care locations includes academic medical centers, hospitals, freestanding emergency departments, physician practices, surgical and rehabilitation centers, home health agencies, nursing homes and behavioral health centers, as well as hospice and palliative care services. Carolinas HealthCare System works to enhance the overall health and wellbeing of its communities through high quality patient care, education and research programs, and numerous collaborative partnerships and initiatives.	
18	Catawba Valley Medical		Hickory, NC	www.catawbavalleymedical.org	0.0	0.0	Catawba Valley Medical Center (CVMC) in Hickory, N.C., is the region's largest	

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#	Company	Parent Company	Location	Website	Rev $M	EBITDA	Description	Comments
	Center						not-for-profit, public healthcare system and serves the community without direct funding from taxes. CVMC provides and promotes physical, mental, emotional and spiritual well-being of the public in addition to serving as a center for health education, wellness services, preventive medicine and acute care.	
19	Chattanooga Family Practice		Chattanooga, TN	www.chattfp.com	0.0	0.0	Chattanooga Family Practice physicians have had a presence on the campus of Parkridge East since 1978. We are dedicated to taking care of the healthcare needs for the entire family, both present and future generations.	
20	Columbus Clinic, PC.		Columbus, GA	www.columbusclinic.org	0.0	0.0	Columbus Clinic is a multi-specialty clinic serving the Columbus, GA area	
21	Comprehensive Internal Medicine		Suwanee, GA	www.cimedicine.com	0.0	0.0	At Comprehensive Internal Medicine we specialize in overseeing all aspects of your medical care, including the prevention, diagnosis and treatment of diseases.	
22	Cone Health Medical Group		Greensboro, NC	www.conehealth.com	0.0	0.0	Cone Health is committed to being a national leader in quality, service and cost. The integrated health care network consists of Alamance Regional Medical Center, Annie Penn Hospital, Cone Health Behavioral Health Hospital, The Moses H. Cone Memorial Hospital, Wesley Long Hospital, Women's Hospital, Cone Health Medical Group, MedCenter High Point, MedCenter Kernersville, MedCenter Mebane, Triad HealthCare Network and various outpatient clinics and programs. More than 11,000 exceptional people provide exceptional care to the people of Guilford, Alamance, Rockingham, Forsyth, Caswell and Randolph counties.	
23	Cornerstone Health Care PA		High Point, NC	www.cornerstonehealth.com	47.7	0.0	Cornerstone Health Care is a group of more than 275 physicians and advanced practice providers representing a wide range of specialties. One of the fastest growing physician groups in the Southeast, Cornerstone is a multi-disciplinary practice with more than 80 locations in communities throughout central North Carolina.	
24	CovenantCare		Erin, TN	www.covenantcarepractices.com	0.0	0.0	CovenantCare Practices is a family physician-guided wellness clinic established in 2001 by David L. Boles DO. The motivation for the facility was born out of a desire to combine the proven benefits of a traditional medical approach with the proven benefits of non-traditional approach. We wanted to switch our medical model from a reactive model to a more proactive model. CovenantCare Practices is the end result of this commitment to understanding the human spirit and our effort to combine many of the preventative approaches of non-traditional methods.	
25	Cumming Family Medicine		Cumming, GA	www.cummingfamilymedicine.com	0.0	0.0	Cumming Family Medicine wishes to be your medical home. As your medical home, we wish to have a healthcare relationship, which is an ongoing, personal, trusted partnership between us. Whatever the medical need – primary or secondary, acute care, chronic care or preventative care, we wish for you to consider Cumming Family Medicine as your medical home.	
26	Duke Health		Durham, NC	www.dukehealth.org	0.0	0.0	At Duke Hospice, our goal is to help patients and their caregivers face the end of life with comfort, dignity, and compassion. Duke Hospice provides palliative care to meet the physical, emotional and spiritual needs of our patients and their loved ones. We provide care in patients' homes, nursing homes, assisted living facilities, hospitals, and our hospice inpatient facilities in Hillsborough and Durham. Duke Hospice is JC accredited.	
27	Eagle Physicians and Associates , P.A.		Greensboro, NC	www.eaglemds.com	0.0	0.0	We focus a great deal on preventive medicine for every single patient because we want you to enjoy better health for life. We also help patients of all ages from all walks of life with many conditions, including acute illness, allergies, depression, diabetes, pregnancy and sleep disorders. We provide flu shots and other immunizations needed for school, work and travel. Female patients enjoy the convenience of having a family doctor, obstetrician, gynecologist, pediatrician and an endocrinologist (hormone specialist) in one practice. Patients come to us from all over North Carolina, including the Piedmont Triad, Guilford County, Greensboro, Oak Ridge, Lake Jeanette and Summerfield, NC.	

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#	Company	Parent Company	Location	Website	Rev $M	EBITDA	Description	Comments
28	Faculty Internal Medicine		Knoxville, TN	www.facultyinternalmedicine.com	0.0	0.0	Faculty Internal Medicine, PLLC, is proud to be a community-based Internal Medicine private practice in Knoxville, Tennessee. Our physicians have admitting privileges at the University of Tennessee Medical Center in addition to an academic appointment with the University of Tennessee Graduate School of Medicine. They spend a portion of their time teaching medical students and resident physicians.	
29	Family Health Group		Columbia, TN	www.fhgtn.com	0.0	0.0	FHG Spring Hill offers primary health care for patients of all ages—from children to adults. In addition to appointments with experienced providers, a walk-in clinic is available during extended hours for the convenience of patients.	
30	Family Physicians of Evans		Evans, GA	www.fpevans.com	0.0	0.0	Medical Group Practice located in Evans, GA,	
31	Garner Internal Medicine		Garner, NC	www.garnerinternalmedicine.com	0.0	0.0	Garner Internal Medicine, established in 1995, is a Primary Care practice for adults age 16 and older. We provide comprehensive health services including management of chronic diseases (Hypertension, Diabetes, High Cholesterol), diagnosis and treatment of acute illness, and wellness services (complete physical exams, immunizations, cancer screenings, and lifestyle modifications). We provide experienced, knowledgeable, and compassionate care to help you meet your individual healthcare goals.	Spoke briefly with office manager. No response after initial contact.
32	Greater Athens Physicians		Watkinsville, GA	www.athensgapi.com	0.0	0.0	With four locations throughout Clarke and Oconee counties, Greater Athens Physicians, Inc. is able to conveniently service all of your family's medical needs.	
33	Greensboro Medical Associates		Greensboro, NC	www.greensboromedical.org	0.0	0.0	For over 50 years, Greensboro Medical Associates has been serving the Triad area with a dedicated staff of medical professionals whose aim is to put patients first. ÿ We are a physician-owned multispecialty practice that strives to approach the body as a whole rather than a sum of parts divided by specialties.ÿ	
34	Guilford Medical Associates		Greensboro, NC	www.guilfordmedical.com	0.0	0.0	We provide comprehensive internal medicine care for adults and adolescents over the age of seventeen. Our in-house services include primary care, laboratory, x-ray, bone density, disease management, and referral coordination.	
35	Gwinnett Clinic		Lawrenceville, GA	www.gwinnettclinic.com	0.0	0.0	Gwinnett Clinic is a primary care and multi-specialty group that has served over 300,000 families in metro Atlanta (Georgia) since 1983.	
36	Harris Regional Hospital (inc)		Sylva, NC	www.myharrisregional.com	47.0	0.0	Harris Regional Hospital and Swain Community Hospital have been serving a four-county area for decades. The hospitals are a testament to the region's enduring will in providing quality local healthcare, having been established during the first half of a century noted for significant challenge and change in America. Harris Regional Hospital, established in 1929, is an 86-bed, not-for-profit acute care facility serving a primary service area of Jackson, Swain, Graham and Macon counties, and parts of north Georgia. With nearly 100 physicians and two dozen specialties, the hospital serves as a medical hub for patients from around the region with more than half of the hospital's patients coming from outside Jackson County to seek care at Harris Regional Hospital.	
37	Hawthorne Medical Assoicates		Athens, GA	www.hawthornemed.com	0.0	0.0	Hawthorne Medical Associates is an internal medicine practice with two locations—Athens and Watkinsville.	
38	Horizon Family Medicine		Smithfield, NC	www.horizonfamilymed.com	0.0	0.0	We are an independent family practice, with 5 locations throughout Johnston County, dedicated to serving your family's health needs. Established in 1980, our goal always has been to provide comprehensive, compassionate healthcare for your entire family. Our experienced and caring staff is committed to meeting your family's medical needs, including regular preventive care and management of acute and chronic medical needs.	
39	Horizons Diagnostics LLC		Columbus,, GA	www.hdllc.org	0.0	0.0	Horizon Diagnostics is one of the largest multi-specialty physicians groups located in four locations throughout the Columbus, Georgia community. The specialties and services include Family Medicine, Internal Medicine, General Surgery, Center for Vein Care, Ultrasound, Densitometry, Radiology, Physical Therapy, EMGs & Nerve	

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#	Company	Parent Company	Location	Website	Rev $M	EBITDA	Description	Comments
							Conduction Studies,, and Complete Lab Services. HD, LLC works to promote the health and well being of our patients and the community through medical service and education.	
40	Imperial Center Family Medicine		Durham, NC	www.icfamilymedicine.com	0.0	0.0	Our experienced providersÿfocus on prevention and are skilled in the treatment of numerous illnesses. We provide a full range ofÿservices, fromÿroutine physicals, well-child visits and well-women visits, to acute care of injuries or illness. ÿWe perform ÿcancer screening, and treatment of diabetes, hypertension, andÿhyperlipidemia.	
41	Northside Medical Professionals		Columbia, TN	www.northsidemedicalprofessionals.c...	0.0	0.0	We practice family medicine and offer a wide variety of medical services, such as physical examinations, women's health, pediatric care and more. We also provide educational programs and health screening tests for diabetes, hypertension and other diseases to help our professional and personable doctors properly diagnose and help heal and prevent illnesses.	
42	Novant Health		Charlotte, NC	www.novanthealth.org	0.0	0.0	Novant Health is a four-state integrated network of physician clinics, outpatient centers and hospitals that delivers a seamless and convenient healthcare experience to our communities. The Novant Health network consists of more than 1,200 physicians and 25,000 team members who make healthcare remarkable at nearly 500 locations, including 13 medical centers and hundreds of outpatient facilities and physician clinics. Headquartered in Winston-Salem, North Carolina, Novant Health is committed to making healthcare remarkable for patients and communities, serving more than 4 million patients annually. In 2014, Novant Health provided more than $639 million in community benefit, including charity care and services. Novant Health is ranked as one of the nation's top 20 integrated delivery networks by IMS Health.	
43	Physicians East		Greenville, NC	www.physicianseast.com	0.0	0.0	Physicians East is eastern North Carolina's premier multi-specialty practice. Since 1965, we've dedicated ourselves to providing our unique brand of patient-centered care. Initially, the practice began from a single primary care location in Greenville, NC. As the region has expanded, so has the need for specialized care. Since our humble beginnings, Physicians East has grown to include nearly 100 providers practicing in 15 unique specialty services and working at 12 locations throughout eastern North Carolina. Our primary care locations in Greenville, Winterville, Kinston, Farmville, Grifton and Beulaville were recently recognized as a leading provider of patient-centered care by the National Committee for Quality Assurance. The designation recognizes our commitment to providing you with the coordinated care you deserve, and an individualized treatment plan that's tailored to meet your needs.	
44	Piedmont Internal Medicine		Atlanta, GA	www.piedmontinternalmed.com	0.0	0.0	The physicians of Piedmont Internal Medicine focus on the health and care of each patient as an individual with individual needs.	
45	Primary Care Physicians of Atlanta		Atlanta, GA	www.pcpatl.com	0.0	0.0	Our goal is to provide outstanding care for adults in a timely, courteous, and professional manner. We are dedicated to delivering comprehensive health management in a comfortable environment with a personalized approach.	
46	Raleigh Medical Group		Raleigh, NC	www.raleighmedicalgroup.com	0.0	0.0	Raleigh Medical Group has realized that there is more to quality health care than state-of-the-art medicine. In today?s complex medical environment, we like to keep things simple: we focus on you. We tailor our treatments to provide you with the finest personalized health care available for each stage of your adult life.	
47	Reagan Medical Center		Lawrenceville,, GA	www.reaganmedical.com	0.0	0.0	Reagan Medical Center specializes in the areas of family medicine, urgent care and diagnostics.	
48	Rockdale Family Practice, P.C.		Conyers, GA	www.rockdalefamilypractice.com	0.0	0.0	At Rockdale Family Practice, all of our physicians are Board Certified Diplomates of Family Practice, and are dedicated to serving you to the highest standards. We believe in providing our community with the highest quality of healthcare.	

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#	Company	Parent Company	Location	Website	Rev $M	EBITDA	Description	Comments
49	Sandy Springs Internal Medicine		Atlanta, GA	www.ssim.com	0.0	0.0	Sandy Springs Internal Medicine, P.C. was established in 1954. Since that time, we have been providing the highest quality healthcare for our patients. With the advent of managed care in the early 1990's the healthcare landscape began to change.	
50	The Family Health Centers		Asheville, NC	www.fhconline.com	0.0	0.0	Unlike physicians who specialize in treating one particular organ or disease, your family physician is uniquely trained to care for you as a whole person, regardless of your age or sex. In addition to diagnosing and treating acute and chronic illnesses, we provide routine health screenings and counseling on lifestyle changes in an effort to prevent illnesses before they develop.	
51	Vidant Medical Group		Edenton, NC	www.vidanthealth.com	0.0	0.0	Vidant Medical Group is a reputable and established multi-specialty physician group that provides superior care for the health and wellness needs of eastern North Carolina's patients. With more than 350 primary and specialty care providers in more than 70 locations, quality health care is never far from home.	
52	Wake Forest Baptist Medical Center		Winston-Salem, NC	www.wakehealth.edu	0.0	0.0	Wake Forest Baptist Medical Center is an academic medical center located in Winston-Salem, North Carolina. It is the largest employer in Forsyth County with more than 13,440 employees and a total of 198 buildings on 428 acres.	
53	Wake Internal Medicine Consultants, Inc.		Raleigh, NC	wakeinternalmedicine.com	0.0	0.0	Wake Internal Medicine Consultants, Inc. is the largest independent multi-specialty physician-owned practice in the Triangle. With 33 medical providers, we have proudly served the greater Raleigh and North Raleigh area since 1938 when started by a single doctor. Today, we have over nine sub-specialties, lab, x-ray and two urgent care centers committed to delivering premier care to the Raleigh NC area.	
54	WakeMed Physician Practices		Raleigh, NC	www.wakemed.org	0.0	0.0	We are committed to providing excellent customer service and professional ethics. With your help, we can continue to improve the care we provide. If you feel our care has not been excellent, have concerns or have suggestions or comments on ways we can enhance or care and services, please talk with your therapist(s) or any member of our team. Our management team's phone numbers are located on the back of this sheet. Other opportunities to share your feedback with us include: Completion of a comment card (located in our lobby). Participation in a random patient satisfaction telephone survey after discharge. Call or meet with the facility manager, director or executive director to discuss any questions or concerns	
Not Interested								
55	Baptist Medical Group	Baptist Memorial Health Care	Memphis, TN	www.thefamilyphysiciansgroup.com	0.0	0.0	BMG Family Physicians Group Foundation was founded as The Family Physicians Group, P.C. in 1954 with the guiding principle of providing the highest quality of care and service to our patients by Dr. James Moore and Dr. William Metzger. This philosophy developed by our group's founding partners is still strongly maintained by our physicians and staff. As Memphis has developed and grown, so has BMG Family Physicians Group. Through the years, we have continued to add physicians and treatment centers to meet the community's need. In all we do, quality care and patient satisfaction are our primary concerns. The physicians and professionals at BMG Family Physicians Group offer patient care in highly accessible, personalized settings in our community.	Part of Baptist Memorial Health Care, a nonprofit.
56	Coastal Carolina Health Care		New Bern, NC	www.cchchealthcare.com	0.0	0.0	CCHC is a multi-specialty group practice with a strong base of primary care providers located in New Bern, NC. While the company was established in 1998, it traces its roots back to 1962. CCHC?s mission is to promote the health of our patients by providing high quality, compassionate, comprehensive, and personalized health care. CCHC?s vision is to consistently meet the changing health care needs and expectations of the patients we serve.	Not interested at this time. 60 providers and they are doing well.
57	Family Medicine Associates		Augusta, GA	www.familymedicineaugusta.com	0.0	0.0	Family Medicine Associates of Augusta are dedicated to provide the highest quality of family medicine and health care for every member of your family.	No interest at this time.
58	Family Medicine Center		Cleveland, TN	http://www.familymedicinecntr.com/	0.0	0.0	Our mission is to provide quality family medical care that is easily accessible when	

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#	Company	Parent Company	Location	Website	Rev $M	EBITDA	Description	Comments
							you need care. As the oldest family medicine practice in Cleveland, Tennessee (TN), you will find highly qualified doctors and medical professionals serving your healthcare needs. We perform limited X-ray services and routine labs on site. Minor outpatient surgeries and ultrasound studies are performed conveniently in our office by appointment.	
59	First Care Medical Clinic		Monroe, NC	firstcarecanhelp.com	0.0	0.0	First Care Medical Clinic continues to operate from the very premise that birthed it, which is to provide the highest level of healthcare possible to every patient that walks through First Care Medical Clinic?s door. Healthcare that results in better outcomes and translates into less cost for our patients for the long term.	Not interested at this time.
60	Georgia Clinic		Roswell, GA	www.gaclinicpc.com	0.0	0.0	Georgia Clinic, PC has been caring for Families of Metro Atlanta since 1999. Our State of the Art Medical Offices are staffed with seventeen American Board Certified Physicians including Family Medicine/Primary Care, and Specialty Physicians. Our physicians and staff are available whenever you and your Family are in need of Quality Healthcare.	Would consider discussions once we have a few locations in Georgia. Until then, he is not interested at this time.
61	Internal Medicine Associates of Raleigh		Raleigh, NC	www.imaraleigh.com	0.0	0.0	Our physicians enjoy an office, hospital and nursing care facility based practice, treating a broad range of clinical problems in the adult and geriatric populations. Over the years we have developed strong ties to the community and to the specialists in the area. Our staff is dedicated to giving you the best service possible. At any time you feel that we do not meet and exceed your expectations, please feel free to call and speak with our office administrator.	Not interested at this time.
62	Internal Medicine Specialists of Atlanta, PC		Atlanta, GA	www.thedoctorsarein.com	0.0	0.0	Internal Medicine Specialists of Atlanta, an independent, private practice committed to providing personalized quality healthcare for adults in a comfortable environment located in Atlanta, Georgia.	
63	La Clinica Camellia		Memphis, TN	www.clinicamedicosob.com	0.0	0.0	Clínica Camellia and Clínica Medicos + OB are faith based bilingual medical facilities blending public health, urgent care, and obstetrical family medicine. This new specialty is the most logical solution for developing countries and communities with limited funding. The clinic simulates a small mission hospital with multiple services in one location. This minimizes fragmentation of care and is a convenience for families with children. Clínica Medicos is a self-sustaining private practice without dependence on government grants and charity. International projects have included Venezuela, Kenya, Honduras, Ecuador, Guatemala, Nigeria, and others. Scholarships for mission hospitals and clinical research are supported.	Not interested at this time.
64	Laureate Medical Group		Atlanta, GA	www.laureatemed.com/	0.0	0.0	At Laureate Medical Group, these phrases are the philosophy our physicians and staff follow every day. By focusing on patients first, we make sure you are getting the best possible medical care from providers who sincerely care about your health.	Part of Northside Hospital.
65	Medical Associates Plus		Augusta, GA	www.mapbt.com	0.0	0.0	MAP provides affordable care regardless of insurance status. No one will be denied access to services due to inability to pay.	Not interested at this time.
66	Mountain Region Family Medicine, P.C.		Kingsport, TN	www.mrfm.net	0.0	0.0	In 1994 eight physicians from three separate practices decided to combine resources and form what is now Mountain Region Family Medicine, PC on January 1, 1995. This "experiment" was and is a tremendous success. MRFM now is composed of 15 primary care physicians with two locations in Kingsport, one in Gate City, VA and one in Nickelsville, VA. MRFM staffs over 80 employees and more than 35,000 people in the Tri-Cities call one of our physicians their family doctor	Not interested at this time.
67	Murfreesboro Medical Clinic		Murfreesboro, TN	mmclinic.com	0.0	0.0	Our independently owned physician clinic, made up of 20 plus different specialties, is proud of the fact that, for over 60 years, this community has trusted us to provide quality health care to thousands of families each and every year.	No interest in collaboration at this time.
68	Perimeter North Family Medicine		Atlanta, GA	www.pnfm.com	0.0	0.0	Perimeter North Family Medicine was founded in 1995 at our Atlanta location, and has steadily grown over the years to better serve the expanding communities throughout North Atlanta.	Practice is part of Northside Hospital Inc.

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#	Company	Parent Company	Location	Website	Rev $M	EBITDA	Description	Comments
69	Physicians Quality Care		Jackson, TN	www.physiciansqualitycare.com	0.0	0.0	Physicians Quality Care is a completely new kind of walk-in medical clinic. Drs. Jimmy and Melanie Hoppers, who between them have 40 years experience in urgent care, internal medicine, and pediatrics, have a simple philosophy - to treat others as they wish to be treated.	Part of an IPA with 150 other providers. Business is financially stable and they have banks competing to offer loans. 135 employees and 2 separate construction projects in the works.
70	Premier Medical Group		Clarksville, TN	www.premiermed.com	0.0	0.0	Premier Medical Group is the largest physician owned and directed, multi-specialty group in the Clarksville-Montgomery County area. With 5 convenient locations and more than 30 providers in 7 specialties we provide comprehensive healthcare to the families and business throughout the community.	Spoke with current Chief Administrator. May be opportunity in the long term. Requested follow up next year.
71	Reddy Medical Group		Athens, GA	www.reddymedicalgroup.com	0.0	0.0	Reddy Medical Group was established in August of 1984 in a small office building in Franklin Springs, Georgia. It was the vision of one physician, who chose this area for its peaceful atmosphere, natural beauty and friendly people to provide quality, modern health care to his community.	Not interested at this time.
72	SmartCare Urgent Care		Atlanta, GA	smartcareuc.com	0.0	0.0	t SmartCare, we are committed to placing the needs of our patients first by providing the highest standard of illness, injury and wellness care.	Part of Emery Healthcare Network. 6 hospitals, 200 provider locations
73	Summit Medical Group		Knoxville, TN	summitmedical.com	0.0	0.0	Summit Medical Group was formed in 1995 by 35 Knoxville physicians who had been in the practice of internal medicine and family practice for up to 40 years. Currently, Summit Medical Group has about 220 physicians in 55 office locations and 5 hospitals serving patients in 13 counties in the East Tennessee region. Summit "has come a long way" since its inception and will continue to be creative and innovative in service. Summit is moving ahead in other areas as well, including cooperation with its community hospital partners in meeting primary care needs and improving inpatient hospital care.	Not interested at this time. May be long term opportunity.
74	Tennessee Medicine & Pediatrics		Smyrna, TN	www.tnmedpeds.com	0.0	0.0	Each of our physicians have completed a combined training program in both Internal Medicine (treatment for adults) and Pediatrics (treatment of children). This allows us to offer A Lifetime of Care for your whole family. Our services span newborns through geriatrics. Maternity and Surgical care are the primary exclusions to our offered services.	Not looking to be acquired at this time.
75	Tennova Medical Group	Community Health Systems	Clarksville, TN	www.tennovamedicalgroup.com	0.0	0.0	Tennova Healthcare operates seven acute-care hospitals and several other healthcare facilities in East Tennessee. Physicians Regional Medical Center, Turkey Creek Medical Center, North Knoxville Medical Center, Jefferson Memorial Hospital, LaFollette Medical Center, Newport Medical Center and Lakeway Regional Hospital make up the healthcare system. More than 1,000 of the area's leading physicians are on the active staff at Tennova facilities. One of East Tennessee's largest employers, Tennova has more than 4,000 associates dedicated to providing compassionate care using the latest medical technology.	Community Health Systems (CHS) owns Tennova and Primary care is at the core of the business. No interest in divesting Tennova at this time.
76	Urban Family Practice Associates, P.C.		Marietta, GA	www.urbanfamilypractice.org/	0.0	0.0	As Board Certified family physicians, we provide continuous and comprehensive health care to the individual and the entire family. Our training is multidisciplinary so that we can provide care to children and adults of all ages. In addition to providing care when you are ill, we will also help you to achieve a healthy lifestyle and work with you to prevent illness.	Not all partners are interested in a discussion. Will follow up in the near term.
Rejected by Client								
77	Primary Care Specialists, Inc.		Memphis, TN	www.pcsmem.com	6.0	0.0	Primary Care Specialists has been caring for patients in Memphis, TN since 1992. PCS specializes in family-friendly medicine, providing a number of medical services at our Midtown clinic, as well as in several Memphis Area nursing homes. PCS believes in providing you and your family with a consistent, high level of personalized care, and wants to be your partner in managing your health and wellness.	Conference call 12/10. $6mm 2015, $4mm 2014. 6 nurses & 3 Doctors, hiring a 4th in January. Exchanging info to explore next steps.

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#	Company	Parent Company	Location	Website	Rev $M	EBITDA	Description	Comments
Rejected by Cook								
78	FamilyCare Specialists		Knoxville, TN	www.famcarespecialists.com	0.0	0.0	Our practice is a multi-physician group of reputable family practice doctors who have served the Knoxville area for more than 20 years. We provide complete and compassionate patient care that includes preventive medicine and chronic disease management. We also provide services through our Walk-In Clinic and through our workers' compensation department, MedCare Specialists. We appreciate the opportunity to be part of your health care team.	Part of Covenant Group. No interest in divesting from the group.
79	Internal Medicine West		Knoxville, TN	www.internalmedwest.com	0.0	0.0	We listen to you, value your needs and act as your advocate for better health. We understand you have a choice in your primary care provider and we consider it a privilege to serve your medical needs.	Part of Covenant Health Network.
80	University Medical Group		Knoxville, TN	www.utprimarycare.org	0.0	0.0	With 24 practices around the Knoxville area, University Medical Group always has a location nearby and ready to serve you. Backed by skilled physicians, state-of-the-art treatments and compassionate care, the medical practices of the University Medical Group are part of a winning team designed to provide you and your family excellence in personalized care and outstanding service.	Owned by University Physicians Association, Inc. 813 clinicians and 738 team members.

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PROVIDER RECRUITMENT UPDATE

PROVIDER RECRUITING SUMARY

Facility	Office Location	Hub / Spoke	Sq Ft	Lease Termination Date	Practice Focus	Provider Coverage	Actual Head Count	2017 YE Budgeted Provider Head Count	Budget Adjustments	REVISED 2017 Budget Provider Head Count	Open Positions	Provider Type Needed	Offer Accepted	Start Date	Candidates in Pipeline	Background Check	Credentialing
	CHARLESTON MARKET																
1	3750 Savannah Highway (Johns Island)	Spoke	1,250	7/31/2018	Family Medicine	Leighton Morgan, PA	1	1	0	1	0						
	Opportunistic Hire	Spoke				Open	0	1	0	1	1	MD			Lash Springs, MD 2017 Resident		
	COLUMBIA MARKET																
2	4700 Forest Drive	Hub	7,987	6/30/2019	Family Medicine	Dr. Carlos Soto Dr. Kaoru Pridgen Dr. Winston Morris	3	4	0	4	0						
3		Hub	3,000	06/30/2019	Urgent Care	Maxine Myers, NP Hadley Spencer, PA **	2	3	0	3	0						
4	4450 Rosewood Drive	Spoke	6,400	12/31/2021	Family Medicine	Michael Chandler, MD Ashley Munn, NP Open	1 1 0	1 2 0	0 0 0	1 2 0	0 0 1	 PT	Danna Thompson, MD	10/1/2017			
	Opportunistic Hire	Spoke					0	2	0	2					Bo Bryan, MD - 2017 Resident		
	FORT MILL MARKET																
	855 Gold Hill Road	Spoke	4,300	4/1/2021	Family Medicine	Open	0	0	0	0	0						
	MANNING MARKET																
5	1036 Professional Court - Manning	Spoke	4,900	Month to Month	Family Medicine	Dr. William Aldrich Julie Miles, NP	2	2	0	2	0						
6	1056 Felton Street - Summerton	Spoke	5,763	10/31/2019	Family Medicine	Jessica Robinson, PA Lillian Stukes Douglas, NP	2	2	0	2	0						
7	1013 Professional Court, Suite A	Spoke	4,900		Urgent Care	Dr. Russ Trigg Dr. Robert Ridgeway ** Shelley Stevens, PA	3	2	0	2	0						
8	1013 Professional Court, Suite B	Spoke	4,900		Family Medicine	Todd Culclasure, PA * Gina Wilson, NP *	2	2	0	2	0						
	Opportunistic Hire										1	PT					
	NORTH CAROLINA MARKET																
	Opportunistic Hire										0						
	ORANGEBURG MARKET																
9	1727 Village Park Drive - Orangeburg	Spoke	2,160	2/28/2019	Family Medicine	Gloria Reed, NP Ashley Smith, PA	2	2	0	2	0						
10	526 North Street - Bamberg	Spoke	4,000	9/30/2031	Family Medicine	Dr. Dale Padgett Dr. William Braswell Dr. Woody Dixon Allison Hamm, NP Pamela Bykowski, PA	3 2	3 2	0 0	3 2	1 0	MD					
	SUMTER MARKET																
11	325 Broad Street	Hub	23,423	8/31/2025	Family Medicine	Dr. Clay Lowder Dr. David Whaley Dr. Mitchell Grunsky Dr. Jason Leonard Dr. Thomas Lucas Kimberly Reisenauer, PA * Open Dr. Edward Meyers	5 1 1	5 2 1	0 0 0	5 2 1	0 1 0	 APP 			 Lisa Smith, PA 		
12		Hub	5,954	8/31/2025	Urgent Care	Carrie Hoshour, NP Mary Kathleen Cox, NP Sloan Ham Evans, NP Greg Byrd, NP **	4	3	0	3	0						
13	215 W Hampton Street	Spoke	2,600	Month to Month	Pain Medicine	Dr. Aathi Thiyaga *	1	1	0	1	1	MD					
14	742 West Liberty	Spoke	5,663	8/31/2025	Pediatrics	Leslie Caughman, LPC Open Dr. Sukirti Bista	1 0 1	0 1 2	0 0 0	0 1 2	0 1 0	 APP 			 Elizabeth Brockinton, NP 		

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Myers	26,195	(12,512)	**838,393**	**(248,048)**	-
Pridgen	268,242	(77,363)	**2,792,965**	**(927,097)**	2,583,444
Reisenauer	76,455	(16,268)	**750,094**	**(260,290)**	875,496
Ridgeway	-	(2,890)			
Robinson	83,238	(22,879)	**911,985**	**(283,473)**	7,063
Smith, Kate	1,934	(1,234)	**-**	**-**	-
Stukes	47,364	(20,845)	**672,796**	**(222,287)**	727,249
Trigg	25,730	(28,488)	**511,499**	**(130,369)**	-
West	65,132	(11,992)	**134,939**	**(26,436)**	-
Wilson, G	1,599	(2,260)			
Active Total	**2,842,045**	**(784,913)**	29,110,860	(9,285,995)	18,180,755
Active % of Total	**33%**	**36%**	30%	33%	20%
Inactive					
Ash	-	(890)			
Brandt	-	(82)	**(604)**	**(8,923)**	1,300
Chandler		(1,261)			
Chauhan			**-**	**(2,206)**	157
Coones	-		**-**	**(41)**	-
Fields, Andrew	-	(7)	**-**	**(510)**	-
Fields, James	-	(460)	**203**	**(4,818)**	-
Fisher	-	(107)	**-**	**(829)**	3,409
Gehres		(35)	**-**	**(1,748)**	760
Grant, James	-	(540)	**-**	**(4)**	61,720
Grecco	-	(747)	**343**	**(2,444)**	613,013
Howington	-	(20)	**400**	**(9,159)**	83,219
Hunt	391	(1,379)	**-**	**(835)**	1,051,243
Hutson	-	42	**180,033**	**(69,538)**	-
Iqbal	-		**2**	**(1,059)**	419
Kerby	-	(64)	**-**	**(132)**	104,784
Lanning Lowther	-	(97)	**-**	**(1,084)**	20,427
Locklear Batton	-	(24)	**31,503**	**(17,588)**	73,086
Long	-		**9,506**	**(4,712)**	-
Martin		(7)	**158**	**(1,208)**	87
Mclendon			**-**	**(131)**	173,714
Miller	-	(238)	**90**	**(963)**	6,099
Morrow		(20)	**-**	**(1,200)**	-
None			**-**	**1**	-
Pendry			**-**	**930**	-
Pniewski	-	(170)	**-**	**-**	150,694
Porcher			**(1,360)**	**(2,587)**	-
Rivers		(61)	**2**	**-**	311,395
Rollins		(218)	**(188)**	**(3,575)**	214,137
Ropp		(56)	**2,725**	**(2,963)**	-
Smith			**25**	**(1,581)**	-
Spellman	140	(1,063)	**277**	**-**	1,446,080

Stuckey		(77)		**477,652**	**(240,559)**	16,228
Tiffany		(669)		**-**	**(167)**	804,500
Unknown				**(1,723)**	**(10,305)**	-
White		(55)		**-**	**(6)**	115,485
Williams		(38)		**226**	**(1,555)**	-
Wood	812	(233)		**28,032**	**(12,733)**	513,766
ZZZZAlmond		23		**176,409**	**(148,900)**	-
ZZZZBailey				**-**	**(24)**	-
ZZZZBarwick				**-**	**(105)**	211
ZZZZCain		40		**-**	**(243)**	152
ZZZZZGantt, Tonja				**-**	**(180)**	-
ZZZZGregory				**-**	**1**	-
ZZZZKirlis		(20)		**29**	**-**	-
ZZZZL'Ecuyer				**-**	**(54)**	-
ZZZZRichards				**-**	**(40)**	-
ZZZZRivers				**-**	**(10)**	-
ZZZZSchaefer		12		**81**	**(108)**	-
ZZZZSpicer		(12)		**-**	**(316)**	22,349
ZZZZStevens		(258)		**-**	**(217)**	334
ZZZZThompson				**-**	**(3,125)**	-
Inactive Total	**1,343**	**(8,791)**		903,820	(557,551)	5,788,768
Inactive % of Total	**0%**	**0%**		1%	2%	6%

ɔt be 100% of the Payments reflected in this file.

YTD 2015	Q4	Q4		Dec-16	Dec-16			Q3
Payments	Gross Charges	Payments		Gross Charges	Payments			Gross Charges
(27,955,885)	24,277,348	(7,058,974)		8,685,585	(2,306,320)			23,153,075
99%	100%	100%		100%	100%			100%
(2,220,715)	2,076,025	(664,544)		737,181	(219,242)			2,112,035
(1,934,320)	1,573,429	(456,757)		628,299	(155,824)			1,384,390
(2,325,060)	1,893,241	(601,072)		532,859	(188,634)			1,796,268
(2,416,043)	1,919,939	(554,381)		715,259	(188,193)			1,601,550
(1,628,943)	1,417,780	(381,883)		525,748	(124,502)			1,346,836
(2,120,002)	1,608,194	(432,045)		553,422	(135,900)			1,568,132
(1,755,108)	1,192,570	(357,827)		451,717	(101,107)			1,196,421
(1,642,751)	1,247,893	(392,017)		430,066	(109,299)			1,160,106
(2,793,873)	3,203,721	(812,987)		1,147,365	(240,288)			3,759,914
(18,836,816)	16,132,793	(4,653,514)		5,721,916	(1,462,989)			15,925,653
67%	66%	66%		66%	63%			69%
(1,202,282)	239,163	(238,879)		107,200	(107,200)			235,790
-	6,855	(6,855)		6,855	(6,855)			
(900,427)	622,349	(231,813)		207,199	(82,424)			604,618
(35,551)	78,701	(9,368)		29,471	(3,661)			38,079
(1,575,067)	2,166,169	(421,124)		804,909	(139,816)			1,566,703
(3,622)	232,412	(92,781)		86,880	(31,384)			233,236
(157)	35,070	(18,978)		2,166	(3,690)			41,344
(99,506)	415,110	(117,082)		143,785	(35,426)			426,206
-	1,665	(1,128)		-	(157)			16,198
(46,141)	764	(2,048)		-	(294)			51,066
(18,901)	1,476	(1,418)			(348)			289
(10,209)	531,066	(139,682)		198,489	(51,862)			530,556
-				976				
(81,909)	283,314	(74,513)		96,131	(27,683)			343,016
(298,985)	386,939	(98,018)		160,649	(35,265)			472,626
(550,198)	457,014	(144,668)		139,004	(46,108)			418,352
(52,026)	5,155	(2,299)			(242)			6,692
(101,517)					(20)			
-	19,727	(2,637)		19,727	(2,637)			
(6,373)	219,359	(70,703)		33,780	(9,729)			370,789
(4,425)	331,975	(94,726)		148,631	(50,779)			269,317

-	177,020	(46,063)	82,673	(17,564)		136,796
(832,156)	798,873	(248,760)	301,456	(91,136)		642,286
(295,285)	197,556	(64,986)	59,803	(20,574)		217,170
(935)	219,533	(69,820)	54,604	(15,143)		296,416
-			2,542	-		
(263,235)	175,800	(49,143)	83,089	(14,188)		199,534
-	402,324	(102,413)	127,057	(31,288)		109,175
-	134,939	(26,298)	65,471	(12,669)		-
(6,378,908)	8,140,326	(2,376,204)	**2,962,547**	**(838,142)**		7,226,254
23%	34%	34%	**34%**	**36%**		31%
	-	(1,419)	-	(450)		-
(7,592)	-	(1,202)	-	(25)		-
(157)	-	-				-
(1,081)	-	(264)	-	(25)		-
(3,246)	-	(2,497)	-	(24)		-
(4,193)	-	(757)	-	-		-
(9,389)	-	(484)	-	(164)		-
(942)	-	-				-
(18,901)	-	(503)	-	(167)		-
(221,122)	-	(1,537)	-	(254)		125
(32,632)	-	(222)	-	(24)		-
(345,256)	2,737	(3,675)	-	(364)		7,228
(2,989)	-	(106)	-	-		-
(485)	-	(38)	-	-		-
(40,022)	-	(254)	-	(53)		-
(1,440)	-	(365)	-	(219)		310
(21,960)	-	(423)	-	(400)		-
(13)	-	(365)	-	(194)		-
(505)	-	(25)				-
(101,517)	-	(38)				-
(14,425)	-	(1,260)	-	(14)		-
(13)	-	-				-
(1,339)	-	36				-
-	-	-				-
(64,661)	-	(195)	-	(58)		-
-	-	-				-
(120,945)	-	(414)				(0)
(119,831)	-	(948)	-	(130)		18
-	-	(379)	-	(297)		-
-	-	-				-
(582,181)	1,225	(6,269)	642	(1,023)		(470)

ch may not be 100% of the Payments reflected in this file.

Nov-16	Nov-16		Oct-16	Oct-16		Q3	Q3		
Gross Charges	Payments		Gross Charges	Payments		Gross Charges	Payments		
7,853,774	**(2,513,799)**		**7,742,014**	**(2,240,206)**		23,153,075	(7,142,198)		
100%	100%		100%	100%		100%	100%		
669,816	(219,560)		669,028	(225,742)		2,112,035	(661,623)		
478,653	(149,326)		466,477	(151,608)		1,384,390	(463,399)		
688,878	(240,012)		671,504	(172,426)		1,796,268	(604,974)		
646,806	(200,276)		557,874	(165,912)		1,601,550	(449,839)		
460,308	(143,614)		431,724	(113,767)		1,346,836	(399,995)		
615,394	(147,732)		439,378	(148,414)		1,568,132	(427,752)		
406,156	(130,951)		334,696	(125,769)		1,196,421	(370,878)		
382,253	(149,073)		435,575	(133,644)		1,160,106	(368,746)		
979,905	(296,576)		1,076,451	(276,124)		3,759,914	(950,463)		
5,328,169	(1,677,119)		5,082,708	(1,513,406)		15,925,653	(4,697,668)		
68%	67%		66%	68%		69%	66%		
58,835	(58,835)		73,128	(72,845)		235,790	(235,775)		
219,472	(88,272)		195,678	(61,118)		604,618	(209,597)		
17,001	(3,277)		32,229	(2,430)		38,079	(9,979)		
671,859	(162,444)		689,402	(118,864)		1,566,703	(429,090)		
58,115	(28,726)		87,418	(32,671)		233,236	(103,965)		
20,787	(7,520)		12,117	(7,768)		41,344	(20,998)		
137,627	(40,995)		133,698	(40,661)		426,206	(128,432)		
-	(514)		1,665	(457)		16,198	(5,343)		
-	(529)		764	(1,224)		51,066	(15,825)		
1,476	(894)		-	(177)		289	(2,068)		
159,139	(45,333)		173,437	(42,486)		530,556	(150,479)		
258	(627)								
109,757	(23,411)		77,426	(23,419)		343,016	(111,486)		
102,400	(33,106)		123,890	(29,647)		472,626	(121,496)		
150,369	(53,078)		167,641	(45,483)		418,352	(134,320)		
4,785	(1,593)		370	(464)		6,692	(4,580)		
	(280)								
97,550	(31,011)		88,028	(29,963)		370,789	(103,589)		
77,533	(20,063)		105,810	(23,884)		269,317	(64,811)		
57,389	(19,204)		36,958	(9,296)		136,796	(48,212)		
226,568	(88,143)		270,848	(69,481)		642,286	(242,995)		
67,910	(23,108)		69,843	(21,304)		217,170	(73,255)		

80,379	(26,596)		84,549	(28,081)		296,416	(86,065)			
250	(582)									
48,487	(17,406)		44,224	(17,549)		199,534	(60,183)			
125,015	(37,049)		150,252	(34,076)		109,175	(27,956)			
32,485	(8,403)		36,983	(5,226)		-	(138)			
2,525,447	**(820,997)**		**2,656,358**	**(718,574)**		7,226,254	(2,390,639)			
32%	**33%**		**34%**	**32%**		31%	33%			
	(734)			(235)		-	(1,559)			
	(1,053)			(124)		-	(1,148)			
						-	-			
	(50)		-	(189)		-	(62)			
	(2,507)			34		-	(117)			
	(757)					-	(42)			
	(219)			(101)		-	(220)			
						-	82			
	(208)			(128)		-	(630)			
	(811)			(472)		125	(836)			
			-	(198)		-	(174)			
437	(1,512)		2,300	(1,799)		7,228	(5,803)			
	(6)			(100)		-	(165)			
	(2)			(37)		-	(68)			
	(169)			(32)		-	(91)			
	(71)			(75)		310	(1,966)			
	(23)					-	(56)			
	(171)			-		-	(113)			
				(25)		-	(75)			
				(38)		-	(71)			
	(455)			(791)		-	38			
						-	-			
	9			27		-	135			
						-	-			
	(63)			(74)		-	(753)			
						-	-			
	(294)			(121)		(0)	(521)			
	(363)			(455)		18	(321)			
	(3)			(79)		-	(39)			
						-	-			
174	(3,411)		409	(1,835)		(470)	(11,978)			
	(100)					-	-			
	(1,248)			(613)		(200)	(891)			
	(6)					-	-			
	(73)			(7)		-	(42)			
90	(331)		152	(85)		(3,464)	(10,372)			
(543)	(942)		87	(464)		(2,379)	(15,459)			

						-	-		
						-	-		
						-	-		
	(138)			(50)		-	95		
	(19)					-	-		
						-	-		
						-	-		
						-	43		
						-	-		
						-	-		
				(142)		-	(171)		
						-	-		
	(110)			(19)		-	(542)		
						-	-		
158	**(15,682)**		**2,948**	**(8,227)**		1,168	(53,891)		
0%	**1%**		**0%**	**0%**		0%	1%		

Q2	Q2		Q1	Q1
Gross Charges	Payments		Gross Charges	Payments
26,202,116	(8,240,194)		22,123,558	(6,049,494)
100%	100%		100%	100%
2,284,956	(686,859)		1,897,280	(549,355)
1,739,596	(547,716)		1,554,077	(426,249)
2,240,850	(688,835)		2,210,652	(618,538)
1,839,440	(551,800)		1,668,465	(428,885)
1,458,044	(381,698)		1,139,731	(339,195)
2,457,218	(626,820)		1,814,789	(448,267)
1,532,709	(494,107)		1,326,697	(354,904)
1,315,645	(407,583)		1,163,514	(340,619)
3,670,001	(855,563)		2,369,306	(549,133)
18,538,460	(5,240,982)		15,144,511	(4,055,146)
71%	64%		68%	67%
220,682	(309,725)		185,256	(185,308)
731,836	(253,598)		566,944	(198,356)
33,182	(14,581)		26,078	(10,372)
1,641,613	(449,579)		1,445,090	(372,856)
279,576	(102,792)		157,006	(14,145)
55,149	(33,054)		52,778	(16,137)
462,365	(174,814)		466,873	(134,055)
8,247	(3,844)		-	-
1,754	(1,854)		7,966	(6,321)
8,841	(7,582)		48,255	(16,779)
565,374	(181,380)		391,028	(75,150)
253,536	(112,002)		390,325	(87,019)
392,064	(138,556)		415,123	(107,164)
569,411	(168,949)		452,116	(129,966)
729	(1,202)		-	(390)
261,548	(99,966)		235,398	(53,575)
331,475	(86,714)		181,414	(19,656)
260,607	(108,676)		263,970	(45,096)
820,942	(275,905)		530,865	(159,436)
150,140	(68,930)		185,229	(53,118)

210,183	(88,382)			185,852	(39,206)
148,879	(63,179)			148,583	(49,781)
-	-			-	-
-	-			-	-
7,408,130	(2,745,265)			6,336,149	(1,773,887)
28%	33%			29%	29%
(121)	(943)			(483)	(5,002)
-	86			-	58
-	(41)			-	-
-	(134)			-	(50)
203	(1,623)			-	(581)
-	5			-	(35)
-	(116)			-	(927)
-	16			-	(102)
-	(641)			343	(671)
275	(2,785)			-	(4,001)
-	(64)			-	(375)
92,184	(36,034)			77,883	(24,025)
2	(359)			-	(430)
-	(27)			-	-
-	1			-	(739)
16,205	(5,634)			14,989	(9,624)
3,971	(1,983)			5,535	(2,250)
234	(354)			(76)	(376)
-	8			-	(39)
-	(525)			90	(329)
-	157			-	(135)
-	-			-	1
-	641			-	119
-	-			-	-
(40)	(515)			(1,320)	(1,125)
2	-			-	-
-	(387)			(188)	(2,254)
2,447	(840)			260	(855)
25	(257)			-	(906)
277	-			-	-
168,886	(104,024)			308,011	(118,288)
-	(87)			-	20
(77)	(2,150)			(1,446)	(5,155)
-	-			-	-
317	(785)			(91)	(623)
31,254	(1,886)			-	-
(60,627)	(91,424)			239,392	(39,783)

-	(7)		-	(16)	
-	(4)		-	(101)	
-	(206)		-	(37)	
-	(32)		-	(55)	
-	20		-	-	
29	-		-	-	
-	(54)		-	-	
-	-		-	(84)	
-	(10)		-	-	
81	-		-	-	
-	73		-	(76)	
-	(185)		-	5	
-	(861)		-	(1,593)	
-	21		-	(26)	
255,526	(253,947)		642,898	(220,462)	
1%	3%		3%	4%	

	Sep-16		Sep-16	Aug-16	CM to PM		Jul-16
Last Name	**Payments**		**Gross Charges**	**Gross Charges**	**Variance**		**Gross Charges**
Grand Total	**(2,466,591)**		**7,988,878**	**8,375,405**	**(386,527)**		**6,788,792**
% of Total	100%		100%	100%	-6%		100%
Physician Shareholders							
Grunsky	(235,194)		651,964	805,510	(153,546)		654,561
Leonard	(146,347)		475,659	460,615	15,044		448,116
Lowder	(188,216)		418,412	716,325	(297,913)		661,531
Lucas	(157,186)		591,000	536,544	54,456		474,006
Mahr	(141,180)		590,086	413,983	176,103		342,767
Meyers	(144,941)		614,775	458,710	156,065		494,647
Soto	(138,301)		477,250	418,845	58,405		300,326
Stewart	(142,731)		421,377	393,266	28,111		345,463
Whaley	(404,515)		1,372,680	1,564,676	(191,996)		822,558
Physician Shareholders Total	(1,698,611)		5,613,203	5,768,474	(155,271)		4,543,976
Physician Shareholders % of Total	69%		70%	69%	-3%		67%
Active Physicians							
Admin	(35,785)		35,785	156,401	(120,616)		43,604
Aldrich	(78,973)		223,602	220,119	3,483		160,897
Anderson	(3,705)		19,000	11,725	7,275		7,354
Baker	(132,381)		512,616	483,108	29,508		570,979
Bista	(40,407)		97,668	77,444	20,224		58,124
Caughman	(6,874)		7,443	26,060	(18,617)		7,841
Cox	(40,700)		159,539	152,785	6,754		113,882
Davies	(1,307)		1,005	2,927	(1,922)		12,266
Dyer	(8,167)		22,027	26,851	(4,824)		2,188
Grant, Joseph	(820)		-	-	-		289
Ham	(47,811)		170,645	120,714	49,931		239,197
Heyward	(50,035)		109,214	182,467	(73,253)		51,335
Hoshour	(38,791)		128,853	189,952	(61,099)		153,821
Judy	(48,351)		177,948	111,749	66,199		128,655
Kaylor	(9)		266	1,986	(1,720)		4,440
Morgan	(32,791)		134,600	106,261	28,339		129,928
Morris	(20,359)		105,206	91,823	13,383		72,288
Myers	(24,060)		47,635	69,387	(21,752)		19,774
Pridgen	(52,441)		105,766	294,528	(188,762)		241,992
Reisenauer	(24,875)		65,461	73,798	(8,337)		77,911
Robinson	(29,466)		125,136	90,704	34,432		80,576
Stukes	(16,441)		53,376	85,811	(32,435)		60,347
Trigg	(19,471)		72,855	36,320	36,535		
Active Total	(754,020)		2,375,646	2,612,920	(237,274)		2,237,688
Active % of Total	31%		30%	31%	-11%		33%
Inactive							

Ash	(582)			-	-		-
Brandt	(148)			-	-		-
Chauhan				-	-		-
Coones	(12)		-	-	-		-
Fields, Andrew				-	-		-
Fields, James	(11)			-	-		-
Fisher	(0)			-	-		-
Gehres				-	-		-
Grant, James	(137)			-	-		-
Grecco	(255)		125	-	125		-
Howington	(10)			-	-		-
Hunt	(785)			(1,065)	1,065		8,293
Hutson	89			-	-		-
Iqbal	(68)			-	-		-
Kerby				-	-		-
Lanning Lowther	(334)			1,156	(1,156)		(846)
Locklear Batton	(57)		-	-	-		-
Long	(35)			-	-		-
Martin				-	-		-
Mclendon	(25)		-	-	-		-
Miller	(24)		-	-	-		-
None	57		-	-	-		-
Pniewski	-		-	-	-		-
Porcher				-	-		-
Rivers	(327)		-	-	-		(0)
Rollins	(250)		18	-	18		0
Ropp	199			-	-		-
Smith				-	-		-
Spellman	(2,600)		185	-	185		(655)
Tiffany	(245)			(200)	200		-
Unknown				-	-		-
West	(138)		-				
White	(51)			-	-		-
Williams	(5,683)		22	(3,995)	4,017		509
Wood	(2,539)		(321)	(1,885)	1,564		(173)
ZZZZBailey				-	-		-
ZZZZBarwick				-	-		-
ZZZZCain	32			-	-		-
ZZZZGregory				-	-		-
ZZZZKirlis				-	-		-
ZZZZL'Ecuyer	1			-	-		-
ZZZZRichards				-	-		-
ZZZZRivers				-	-		-
ZZZZSchaefer				-	-		-
ZZZZStevens	(22)			-	-		-
ZZZZThompson				-	-		-
Inactive Total	**(13,960)**		**29**	**(5,989)**	**6,018**		**7,128**

Inactive % of Total	1%		0%	0%	84%		0%

Jun-16	May-16		3M Average	CM to 3M Avg
Gross Charges	Gross Charges		Gross Charges	Variance
7,578,998	**10,867,481**		**7,717,692**	**271,186**
100%	**100%**		**100%**	**4%**
701,775	818,274		704,012	(52,048)
499,107	663,095		461,463	14,196
798,968	906,694		598,756	(180,344)
536,988	788,142		533,850	57,150
567,455	524,089		448,945	141,141
763,648	1,070,848		522,711	92,064
487,009	680,421		398,807	78,443
367,659	471,972		386,702	34,675
1,514,580	1,212,797		1,253,305	119,375
6,237,190	**7,136,332**		**5,308,551**	**304,652**
82%	**66%**		**69%**	**6%**
	175,089		78,597	(42,812)
210,038	279,214		201,539	22,063
9,001	15,251		12,693	6,307
639,069	454,462		522,234	(9,618)
95,738	98,249		77,745	19,923
12,179	25,856		13,781	(6,338)
	345,163		142,069	17,470
	8,247		5,399	(4,394)
	1,226		17,022	5,005
	1,112		96	(96)
	387,348		176,852	(6,207)
	165,400		114,339	(5,125)
	277,537		157,542	(28,689)
165,484	207,879		139,451	38,497
			2,231	(1,965)
	171,458		123,596	11,004
81,347	135,335		89,772	15,434
	196,496		45,599	2,036
230,673	309,856		214,095	(108,329)
205	102,324		72,390	(6,929)
	125,462		98,805	26,331
	90,236		66,511	(13,135)
			36,392	36,463
1,443,734	**3,573,201**		**2,408,751**	**204,169**
19%	**33%**		**31%**	**8%**

			-	-
			-	-
			-	-
			-	-
203			-	-
			-	-
			-	-
			-	-
			-	-
275			42	83
			-	-
	60,414		2,409	(2,409)
2			-	-
			-	-
			-	-
	12,436		103	(103)
			-	-
234			-	-
			-	-
			-	-
			-	-
			-	-
			-	-
2			-	-
			(0)	0
2,447			6	12
25			-	-
			-	-
(2,132)	60,655		(157)	342
(229)			(67)	67
			-	-
			-	
			-	-
31,254			(1,155)	1,177
(134,116)	24,442		(793)	472
			-	-
			-	-
			-	-
29			-	-
			-	-
			-	-
			-	-
81			-	-
			-	-
			-	-
			-	-
(101,925)	**157,947**		**389**	**(360)**

-1%	1%		0%	0%

Disclaimer: Due to Stark Law, provider bonuses are calculated on specific revenue categories, which m

	Feb-17	Feb-17	Jan-17	Jan-17		YTD 2016	YTD 2016
Last Name	**Net Charges**	**Payments**	**Net Charges**	**Payments**		**Gross Charges**	**Payments**
Active Providers							
Pridgen	$238,847	$ (78,771)	268,242	(77,363)		**2,792,965**	**(927,097)**

ıay not be 100% of the Payments reflected in this file.

YTD 2015	YTD 2015	Q4	Q4		Dec-16	Dec-16		Nov-16
Gross Charges	Payments	Gross Charges	Payments		Gross Charges	Payments		Gross Charges
2,583,444	(832,156)	798,873	(248,760)		301,456	(91,136)		226,568

Nov-16		Oct-16	Oct-16		Q3	Q3		Sep-16	Sep-16	
Payments		**Gross Charges**	**Payments**		Gross Charges	Payments		**Gross Charges**	**Payments**	
(88,143)		270,848	(69,481)		642,286	(242,995)		105,766	(52,441)	

Aug-16	Aug-16		Jul-16	Jul-16		Q2	Q2		Jun-16
Gross Charges	**Payments**		**Gross Charges**	**Payments**		Gross Charges	Payments		**Gross Charges**
294,528	(99,000)		241,992	(91,554)		820,942	(275,905)		230,673

Jun-16		May-16	May-16		Apr-16	Apr-16		Q1	Q1	
Payments		Gross Charges	Payments		Gross Charges	Payments		Gross Charges	Payments	
(82,737)		309,856	(117,447)		280,412	(75,721)		530,865	(159,436)	

Mar-16	Mar-16		Feb-16	Feb-16		Jan-16	Jan-16
Gross Charges	Payments		Gross Charges	Payments		Gross Charges	Payments
198,882	(58,989)		146,754	(48,572)		185,229	(51,875)

Provider		Charges	Payments
Admin	Admin	$ 137,024.28	$ 137,024.28
Aldrich	William	$ 198,914.53	$ 84,361.04
Almond	Amanda	$ -	$ 9.68
Anderson	Paula	$ 8,516.00	$ 1,432.34
Ash	Candace	$ 41,225.96	$ 18,100.26
Bailey	Adam	$ -	$ 22.21
Baker	John	$ 468,222.48	$ 158,347.85
Brandt	Thomas	$ 126.00	$ 297.72
Cain	Gregory	$ -	$ 85.21
Caughman	Leslie	$ 15,810.00	$ 5,295.72
Coones	Charles	$ -	$ 601.00
Dyer	Andre	$ 27,044.27	$ 8,976.66
Fields	Andrew	$ -	$ 59.49
Fields	James	$ -	$ 51.70
Fisher	Bret	$ 1,107.00	$ 407.92
Gehres	Kyle	$ -	$ 40.00
Grant	James	$ (515.00)	$ 1,994.41
Grecco	Charlotte	$ 2,718.76	$ 6,443.79
Grunsky	Mitchell	$ 562,102.46	$ 189,744.75
Hoshour	Carrie	$ 141,144.21	$ 38,682.74
Howington	Bryan	$ 29,657.47	$ 6,796.34
Hunt	James	$ 67,557.04	$ 23,814.01
Hutson	Cynthia	$ -	$ 206.57
Iqbal	Naveed	$ -	$ 8.25
Judy	Carrie	$ 162,261.57	$ 52,861.40
Kaylor	Jason	$ (15.00)	$ 1,407.26
Kerby	Jeff	$ 1,717.00	$ 1,343.30
Leonard	Jason	$ 667,345.45	$ 164,022.55
Locklear	Ashley	$ 22,500.00	$ 4,650.37
Long	William	$ (106.00)	$ 931.53
Lowder	Clayton	$ 620,670.50	$ 206,919.31
Lucas	Thomas	$ 697,424.29	$ 205,292.11
Mahr	Christopher	$ 486,555.88	$ 154,751.35
Martin	Kevin	$ -	$ 1.51
Mclendon	Courtney	$ -	$ 2,456.28
Meyers	Edward	$ 742,275.51	$ 183,008.32
Miller	Brandon	$ 516.00	$ 429.65
None		$ -	$ 74.14
Pniewski	Melanie	$ -	$ 1,322.79
Pridgen	Kaoru	$ 347,769.88	$ 78,964.57
Reisenauer	Kimberly	$ 57,887.90	$ 26,076.64
Rivers	Hanna	$ 126.64	$ 1,874.15
Rollins	Kristen	$ 713.00	$ 1,139.71
Ropp	John	$ 614.00	$ 1,685.44
Schaefer	Catherine	$ -	$ 75.00
Shupe	David	$ (91.00)	$ 79.30
Soto	Carlos	$ 556,029.50	$ 166,690.13
Spellman	Greg	$ 121,567.64	$ 53,817.74
Spicer	James	$ 1,006.00	$ 248.34
Stevens	Shelley	$ 247.00	$ 250.12
Stewart	Ike	$ 447,235.59	$ 148,357.17
Stuckey	Travis	$ -	$ 97.39
Stukes	Lillian	$ 65,728.87	$ 28,071.12
Tiffany	John	$ 473.00	$ 13,489.23
Trzcinksi	Patricia	$ -	$ 24.92
Whaley	David	$ 686,393.63	$ 191,008.14
White	Frankie	$ 664.00	$ 1,619.28
Wood	Caitlin	$ 83,061.78	$ 23,096.39
Totals		**$ 7,471,228.09**	**$ 2,398,792.31**

	Sep-16		Sep-16	Aug-16	CM to PM		Jul-16
Last Name	**Payments**		**Gross Charges**	**Gross Charges**	**Variance**		**Gross Charges**
Grand Total	**(2,466,591)**		**7,988,878**	**8,375,405**	**(386,527)**		**6,788,792**
% of Total	100%		100%	100%	-6%		100%
Physician Shareholders							
Grunsky	(235,194)		651,964	805,510	(153,546)		654,561
Leonard	(146,347)		475,659	460,615	15,044		448,116
Lowder	(188,216)		418,412	716,325	(297,913)		661,531
Lucas	(157,186)		591,000	536,544	54,456		474,006
Mahr	(141,180)		590,086	413,983	176,103		342,767
Meyers	(144,941)		614,775	458,710	156,065		494,647
Soto	(138,301)		477,250	418,845	58,405		300,326
Stewart	(142,731)		421,377	393,266	28,111		345,463
Whaley	(404,515)		1,372,680	1,564,676	(191,996)		822,558
Physician Shareholders Total	(1,698,611)		5,613,203	5,768,474	(155,271)		4,543,976
Physician Shareholders % of Total	69%		70%	69%	-3%		67%
Active Physicians							
Admin	(35,785)		35,785	156,401	(120,616)		43,604
Aldrich	(78,973)		223,602	220,119	3,483		160,897
Anderson	(3,705)		19,000	11,725	7,275		7,354
Baker	(132,381)		512,616	483,108	29,508		570,979
Bista	(40,407)		97,668	77,444	20,224		58,124
Caughman	(6,874)		7,443	26,060	(18,617)		7,841
Cox	(40,700)		159,539	152,785	6,754		113,882
Davies	(1,307)		1,005	2,927	(1,922)		12,266
Dyer	(8,167)		22,027	26,851	(4,824)		2,188
Grant, Joseph	(820)		-	-	-		289
Ham	(47,811)		170,645	120,714	49,931		239,197
Heyward	(50,035)		109,214	182,467	(73,253)		51,335
Hoshour	(38,791)		128,853	189,952	(61,099)		153,821
Judy	(48,351)		177,948	111,749	66,199		128,655
Kaylor	(9)		266	1,986	(1,720)		4,440
Morgan	(32,791)		134,600	106,261	28,339		129,928
Morris	(20,359)		105,206	91,823	13,383		72,288
Myers	(24,060)		47,635	69,387	(21,752)		19,774
Pridgen	(52,441)		105,766	294,528	(188,762)		241,992
Reisenauer	(24,875)		65,461	73,798	(8,337)		77,911
Robinson	(29,466)		125,136	90,704	34,432		80,576
Stukes	(16,441)		53,376	85,811	(32,435)		60,347
Trigg	(19,471)		72,855	36,320	36,535		
Active Total	(754,020)		2,375,646	2,612,920	(237,274)		2,237,688
Active % of Total	31%		30%	31%	-11%		33%
Inactive							

Ash	(582)			-	-		-
Brandt	(148)			-	-		-
Chauhan				-	-		-
Coones	(12)		-	-	-		-
Fields, Andrew				-	-		-
Fields, James	(11)			-	-		-
Fisher	(0)			-	-		-
Gehres				-	-		-
Grant, James	(137)			-	-		-
Grecco	(255)		125	-	125		-
Howington	(10)			-	-		-
Hunt	(785)			(1,065)	1,065		8,293
Hutson	89			-	-		-
Iqbal	(68)			-	-		-
Kerby				-	-		-
Lanning Lowther	(334)			1,156	(1,156)		(846)
Locklear Batton	(57)		-	-	-		-
Long	(35)			-	-		-
Martin				-	-		-
Mclendon	(25)		-	-	-		-
Miller	(24)		-	-	-		-
None	57		-	-	-		-
Pniewski	-		-	-	-		-
Porcher				-	-		-
Rivers	(327)		-	-	-		(0)
Rollins	(250)		18	-	18		0
Ropp	199			-	-		-
Smith				-	-		-
Spellman	(2,600)		185	-	185		(655)
Tiffany	(245)			(200)	200		-
Unknown				-	-		-
West	(138)		-				
White	(51)			-	-		-
Williams	(5,683)		22	(3,995)	4,017		509
Wood	(2,539)		(321)	(1,885)	1,564		(173)
ZZZZBailey				-	-		-
ZZZZBarwick				-	-		-
ZZZZCain	32			-	-		-
ZZZZGregory				-	-		-
ZZZZKirlis				-	-		-
ZZZZL'Ecuyer	1			-	-		-
ZZZZRichards				-	-		-
ZZZZRivers				-	-		-
ZZZZSchaefer				-	-		-
ZZZZStevens	(22)			-	-		-
ZZZZThompson				-	-		-
Inactive Total	**(13,960)**		**29**	**(5,989)**	**6,018**		**7,128**

Inactive % of Total	1%		0%	0%	84%		0%

Jun-16	May-16		3M Average	CM to 3M Avg
Gross Charges	Gross Charges		Gross Charges	Variance
7,578,998	**10,867,481**		**7,717,692**	**271,186**
100%	100%		100%	4%
701,775	818,274		704,012	(52,048)
499,107	663,095		461,463	14,196
798,968	906,694		598,756	(180,344)
536,988	788,142		533,850	57,150
567,455	524,089		448,945	141,141
763,648	1,070,848		522,711	92,064
487,009	680,421		398,807	78,443
367,659	471,972		386,702	34,675
1,514,580	1,212,797		1,253,305	119,375
6,237,190	7,136,332		5,308,551	304,652
82%	66%		69%	6%
	175,089		78,597	(42,812)
210,038	279,214		201,539	22,063
9,001	15,251		12,693	6,307
639,069	454,462		522,234	(9,618)
95,738	98,249		77,745	19,923
12,179	25,856		13,781	(6,338)
	345,163		142,069	17,470
	8,247		5,399	(4,394)
	1,226		17,022	5,005
	1,112		96	(96)
	387,348		176,852	(6,207)
	165,400		114,339	(5,125)
	277,537		157,542	(28,689)
165,484	207,879		139,451	38,497
			2,231	(1,965)
	171,458		123,596	11,004
81,347	135,335		89,772	15,434
	196,496		45,599	2,036
230,673	309,856		214,095	(108,329)
205	102,324		72,390	(6,929)
	125,462		98,805	26,331
	90,236		66,511	(13,135)
			36,392	36,463
1,443,734	3,573,201		2,408,751	**204,169**
19%	33%		31%	8%

			-	-
			-	-
			-	-
			-	-
203			-	-
			-	-
			-	-
			-	-
			-	-
275			42	83
			-	-
	60,414		2,409	(2,409)
2			-	-
			-	-
			-	-
	12,436		103	(103)
			-	-
234			-	-
			-	-
			-	-
			-	-
			-	-
			-	-
2			-	-
			(0)	0
2,447			6	12
25			-	-
			-	-
(2,132)	60,655		(157)	342
(229)			(67)	67
			-	-
			-	
			-	-
31,254			(1,155)	1,177
(134,116)	24,442		(793)	472
			-	-
			-	-
			-	-
29			-	-
			-	-
			-	-
			-	-
81			-	-
			-	-
			-	-
			-	-
(101,925)	**157,947**		**389**	**(360)**

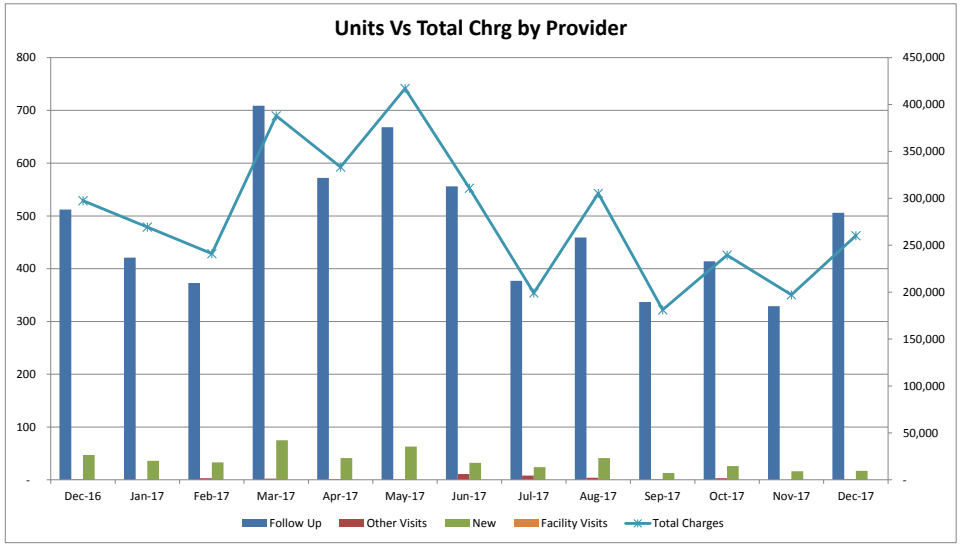
-1%	1%		0%	0%

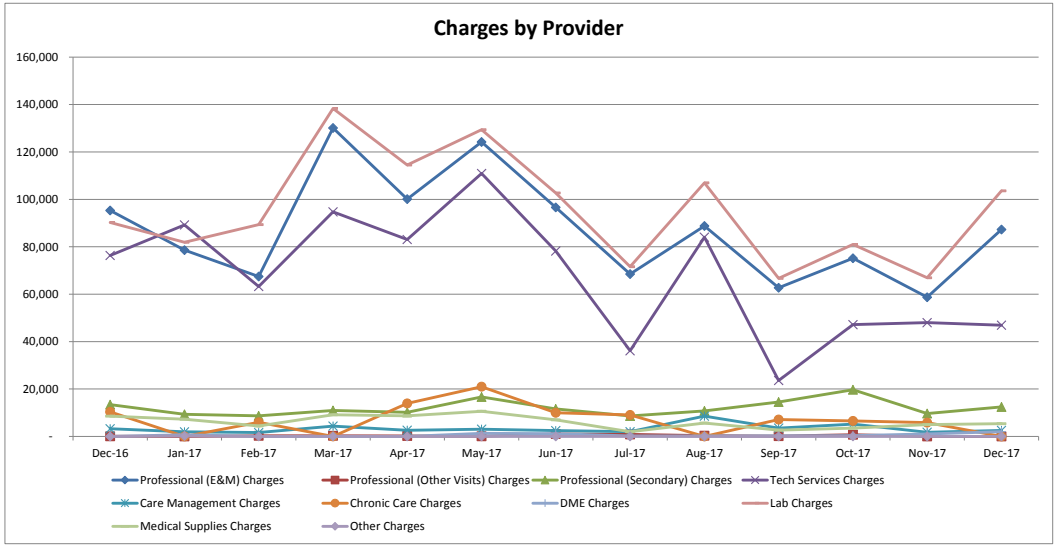
Provider		Charges	Payments
Admin	Admin	$ 165,551.73	$ 165,551.73
Aldrich	William	$ 188,536.78	$ 63,622.11
Anderson	Paula	$ 5,832.00	$ 3,963.68
Ash	Candace	$ (580.00)	$ 2,319.24
Baker	John	$ 382,629.29	$ 109,495.33
Bista	Sukirti	$ 19,694.26	$ 396.00
Brandt	Thomas	$ -	$ 27.00
Caughman	Leslie	$ 21,847.00	$ 5,157.44
Coones	Charles	$ -	$ 20.00
Cox	Mary K.	$ 173,342.58	$ 29,342.91
Dyer	Andre	$ 21,052.71	$ 6,268.25
Fields	Andrew	$ -	$ 78.89
Fields	James	$ -	$ 71.29
Fisher	Bret	$ -	$ (1.85)
Gehres	Kyle	$ -	$ 3.30
Grant	James	$ 517.00	$ 781.92
Grant	Joseph	$ 11,579.73	$ 5,693.84
Grecco	Charlotte	$ 5,128.00	$ 1,283.07
Grunsky	Mitchell	$ 480,436.74	$ 183,650.10
Ham	Abigail	$ 7,448.05	$ 1,936.89
Heyward	Felicia	$ 114,095.73	$ 25,883.76
Hoshour	Carrie	$ 136,214.30	$ 27,341.94
Howington	Bryan	$ 218.72	$ 460.78
Hunt	James	$ 23,860.98	$ 10,606.96
Hutson	Cynthia	$ -	$ (123.80)
Iqbal	Naveed	$ -	$ 51.33
Judy	Carrie	$ 154,402.35	$ 45,030.41
Kaylor	Jason	$ -	$ 408.72
Kerby	Jeff	$ -	$ 196.16
Kirlis	Elizabeth	$ -	$ 44.20
Lanning	Lisa	$ 2,166.07	$ 502.11
Leonard	Jason	$ 391,761.37	$ 141,902.41
Locklear	Ashley	$ 4,319.45	$ 3,705.32
Long	William	$ -	$ 145.09
Lowder	Clayton	$ 558,460.95	$ 185,859.54
Lucas	Thomas	$ 595,626.43	$ 187,557.80
Mahr	Christopher	$ 406,132.91	$ 114,022.17
Mclendon	Courtney	$ -	$ 1,511.69
Meyers	Edward	$ 729,391.84	$ 175,292.63
Miller	Brandon	$ -	$ 599.07
Morgan	Leighton	$ 10,447.02	$ 541.72
Morris	Winston	$ 11,136.27	$ 1,523.30
None		$ -	$ (119.84)
Pniewski	Melanie	$ -	$ 553.96
Pridgen	Kaoru	$ 266,065.29	$ 71,920.55
Reisenauer	Kimberly	$ 61,400.85	$ 22,113.02
Rivers	Hanna	$ -	$ 1,273.61
Rollins	Kristen	$ 235.00	$ 1,268.50
Ropp	John	$ -	$ 105.75
Schaefer	Catherine	$ -	$ 25.42
Soto	Carlos	$ 423,890.21	$ 124,806.52
Spellman	Greg	$ 81,353.63	$ 43,848.91
Stevens	Shelley	$ -	$ 268.79
Stewart	Ike	$ 334,365.73	$ 138,139.16
Stuckey	Travis	$ -	$ (20.00)
Stukes	Lillian	$ 43,208.62	$ 17,848.50
Tiffany	John	$ -	$ 3,860.64
Whaley	David	$ 773,587.29	$ 199,089.38
White	Frankie	$ 614.00	$ 444.73
Wood	Caitlin	$ 112,714.05	$ 19,655.86
Totals		**$ 6,700,684.93**	**$ 2,147,807.91**

Provider		Charges	Payments
Admin	Admin	$ 180,190.11	$ 180,202.11
Aldrich	William	$ 135,761.56	$ 62,198.79
Almond	Amanda	$ -	$ 145.89
Anderson	Paula	$ 6,820.00	$ 4,316.54
Ash	Candace	$ (102.00)	$ 2,882.27
Baker	John	$ 322,732.71	$ 89,894.86
Barwick	Dale	$ -	$ 45.00
Brandt	Thomas	$ -	$ (0.77)
Cain	Gregory	$ -	$ 3.20
Caughman	Leslie	$ 14,529.00	$ 7,329.57
Coones	Charles	$ -	$ 89.36
Cox	Mary K.	$ 73,081.52	$ 6,541.37
Dyer	Andre	$ 20,723.38	$ 9,854.93
Fields	Andrew	$ -	$ 44.54
Fields	James	$ -	$ 217.08
Fisher	Bret	$ 83.00	$ (79.12)
Gehres	Kyle	$ -	$ 29.57
Grant	James	$ -	$ 3,268.24
Grant	Joseph	$ 7,679.66	$ 1,961.61
Grecco	Charlotte	$ -	$ 1,031.20
Grunsky	Mitchell	$ 615,498.30	$ 205,223.01
Ham	Abigail	$ 2,980.36	$ 5,875.58
Heyward	Felicia	$ 73,614.55	$ 11,489.86
Hoshour	Carrie	$ 109,012.91	$ 35,862.13
Howington	Bryan	$ -	$ 1,824.25
Hunt	James	$ 24,664.95	$ 11,222.38
Hutson	Cynthia	$ -	$ 268.18
Iqbal	Naveed	$ 180.00	$ -
Judy	Carrie	$ 127,373.14	$ 43,581.45
Kaylor	Jason	$ -	$ 141.67
Kerby	Jeff	$ 36.00	$ 297.67
Lanning	Lisa	$ -	$ 319.20
Leonard	Jason	$ 508,549.91	$ 167,065.90
Locklear	Ashley	$ 14,160.62	$ 1,958.81
Long	William	$ -	$ 270.20
Lowder	Clayton	$ 600,370.33	$ 204,315.12
Lucas	Thomas	$ 601,449.68	$ 208,403.14
Mahr	Christopher	$ 387,558.58	$ 125,385.06
Martin	Kevin	$ -	$ 1.96
Mclendon	Courtney	$ -	$ 2,253.54
Meyers	Edward	$ 606,127.36	$ 145,937.58
Miller	Brandon	$ -	$ 401.93
None		$ -	$ (110.36)
Pniewski	Melanie	$ -	$ 917.22
Pridgen	Kaoru	$ 209,553.55	$ 41,758.03
Reisenauer	Kimberly	$ 64,482.03	$ 17,893.49
Rivers	Hanna	$ -	$ 1,523.65
Rollins	Kristen	$ 70.00	$ 954.36
Ropp	John	$ -	$ 757.86
Schaefer	Catherine	$ -	$ 25.00
Shupe	David	$ -	$ 0.55
Soto	Carlos	$ 423,760.09	$ 160,370.29
Spellman	Greg	$ 100,992.10	$ 51,011.93
Spicer	James	$ -	$ 175.84
Stevens	Shelley	$ -	$ 362.50
Stewart	Ike	$ 405,348.57	$ 132,627.78
Stukes	Lillian	$ 41,167.76	$ 19,291.87
Tiffany	John	$ -	$ 7,541.52
Whaley	David	$ 646,178.01	$ 202,152.07
White	Frankie	$ (40.00)	$ 561.38
Wood	Caitlin	$ 31,934.86	$ 14,014.81
Totals		**$ 6,356,522.66**	**$ 2,193,923.43**

Practice	All
Provider Type	All
Provider	Pridgen, Kaoru

Period: December 2017

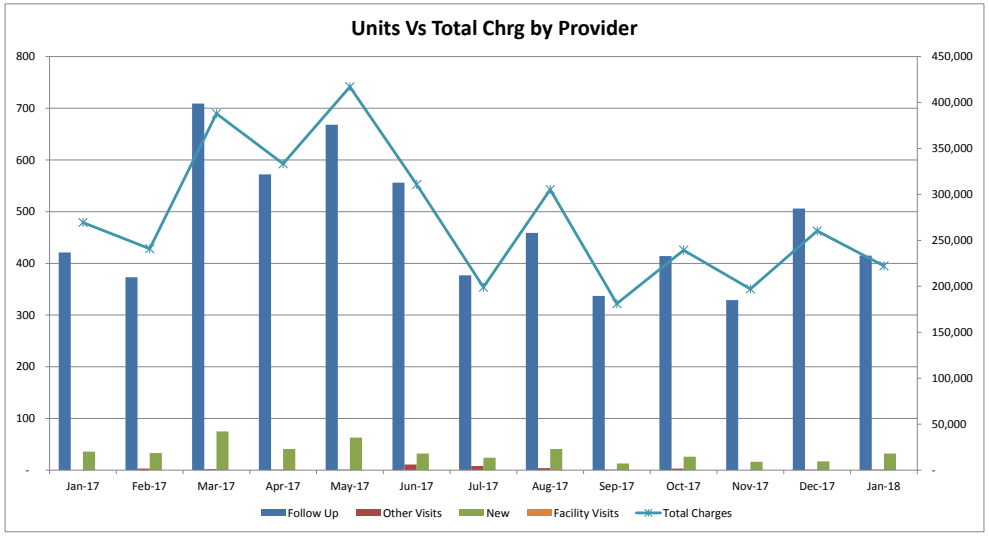


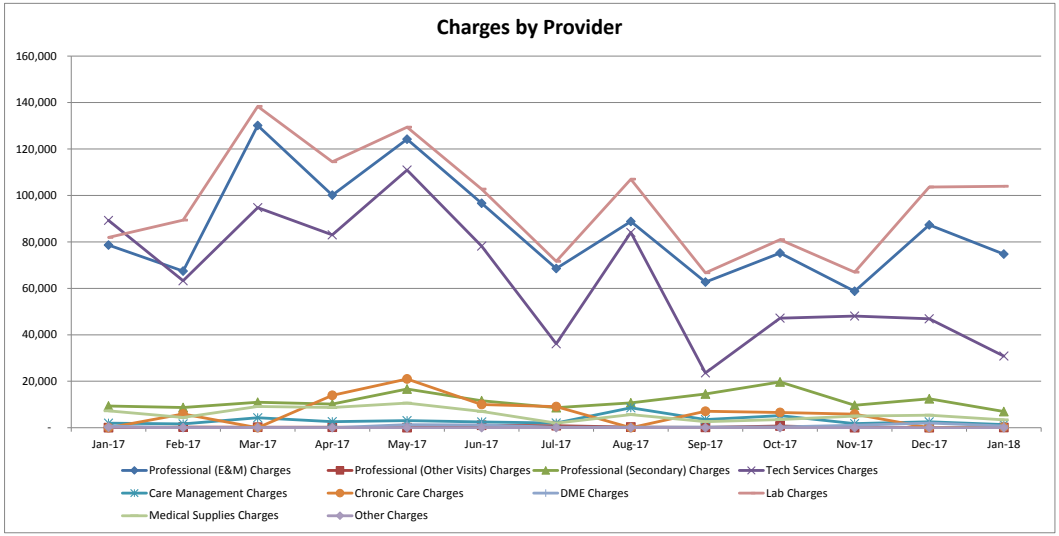


	Dec-16	Jan-17	Feb-17	Mar-17	Apr-17	May-17	Jun-17	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	TTM Total
Total Charges	**297,515**	**269,316**	**240,993**	**387,898**	**333,371**	**417,101**	**310,852**	**199,126**	**305,305**	**181,220**	**239,395**	**197,107**	**260,279**	**3,341,963**
Professional (E&M) Charges	95,345	78,618	67,451	130,114	100,133	124,186	96,611	68,521	88,805	62,714	75,195	58,737	87,275	1,038,360
Professional (Other Visits) Charges	50	-	257	236	201	50	1,054	849	305	158	732	-	39	3,881
Professional (Secondary) Charges	13,390	9,362	8,666	10,931	10,176	16,633	11,603	8,645	10,734	14,554	19,700	9,684	12,433	143,121
Tech Services Charges	76,304	89,229	63,274	94,740	83,054	110,928	78,202	36,165	84,056	23,594	47,191	48,043	46,921	805,397
Care Management Charges	3,230	1,984	1,649	4,321	2,600	3,039	2,497	2,028	8,577	3,496	5,183	1,766	2,560	39,701
Chronic Care Charges	10,350	-	5,940	-	13,950	20,970	9,990	9,090	-	7,110	6,570	5,850	-	79,470
DME Charges	-	750	-	-	-	1,289	1,200	200	220	275	345	1,060	2,020	7,359
Lab Charges	90,285	81,905	89,348	138,346	114,511	129,403	102,707	71,622	106,984	66,685	80,971	66,961	103,624	1,153,067
Medical Supplies Charges	8,561	7,268	4,408	9,165	8,721	10,604	6,988	1,981	5,624	2,634	3,508	5,006	5,406	71,313
Other Charges	-	200	-	45	25	-	-	25	-	-	-	-	-	295
Total Receipts	**95,754**	**77,475**	**79,253**	**87,790**	**93,113**	**146,113**	**86,691**	**82,063**	**91,442**	**55,534**	**81,878**	**64,330**	**81,877**	**1,027,561**
Professional (E&M) Receipts	44,757	32,669	37,260	46,972	44,706	68,771	41,372	41,483	40,337	28,086	37,681	29,841	37,219	486,399
Professional (Other Visits) Receipts	39	-	118	39	40	35	819	749	291	40	90	-	273	2,494
Professional (Secondary) Receipts	5,434	2,461	2,651	3,334	2,233	4,930	2,649	2,694	3,810	2,056	9,560	5,363	6,318	48,059
Tech Services Receipts	13,020	13,508	17,585	10,991	19,688	26,009	13,641	10,730	14,321	9,411	7,965	8,785	10,361	162,996
Care Management Receipts	2,284	1,062	1,168	1,023	1,017	1,493	1,055	1,396	4,711	941	3,350	1,857	1,038	20,112
Chronic Care Receipts	3,542	2,194	1,719	617	43	9,063	4,143	5,872	1,354	1	3,912	989	2,313	32,218
DME Receipts	-	-	-	-	-	-	568	439	142	172	41	487	293	2,143
Lab Receipts	22,896	18,351	16,605	23,386	24,347	33,872	18,874	20,023	23,758	13,754	17,326	14,739	18,775	243,809
Medical Supplies Receipts	1,069	1,454	847	1,986	1,288	2,024	1,643	911	599	521	991	509	2,132	14,907
Other Receipts	2,712	5,775	1,300	(558)	(250)	(84)	1,926	(2,233)	2,119	551	961	1,760	3,156	14,423
Total Visits	**560**	**457**	**409**	**786**	**614**	**732**	**599**	**409**	**504**	**351**	**443**	**345**	**524**	**6,173**
New	47	36	33	75	41	63	32	24	41	13	26	16	17	417
Follow Up	512	421	373	709	572	668	556	377	459	337	414	329	506	5,721
Other Visits	1	-	3	2	1	1	11	8	4	1	3	-	1	35
Facility Visits	-	-	-	-	-	-	-	-	-	-	-	-	-	-

Practice All
Provider Type All
Provider Pridgen, Kaoru

Period: January 2018





	Jan-17	Feb-17	Mar-17	Apr-17	May-17	Jun-17	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Jan-18	TTM Total
Total Charges	**269,373**	**240,993**	**387,898**	**333,371**	**417,101**	**310,852**	**199,126**	**305,305**	**181,220**	**239,395**	**197,107**	**260,279**	**222,307**	**3,294,953**
Professional (E&M) Charges	78,618	67,451	130,114	100,133	124,186	96,611	68,521	88,805	62,714	75,195	58,737	87,275	74,754	1,034,496
Professional (Other Visits) Charges	-	257	236	201	50	1,054	849	305	158	732	-	39	90	3,971
Professional (Secondary) Charges	9,362	8,666	10,931	10,176	16,633	11,603	8,645	10,734	14,554	19,700	9,684	12,433	6,978	140,737
Tech Services Charges	89,229	63,274	94,740	83,054	110,928	78,202	36,165	84,056	23,594	47,191	48,043	46,921	30,836	747,004
Care Management Charges	1,984	1,649	4,321	2,600	3,039	2,497	2,028	8,577	3,496	5,183	1,766	2,560	1,349	39,065
Chronic Care Charges	-	5,940	-	13,950	20,970	9,990	9,090	-	7,110	6,570	5,850	-	270	79,740
DME Charges	750	-	-	-	1,289	1,200	200	220	275	345	1,060	2,020	750	7,359
Lab Charges	81,962	89,348	138,346	114,511	129,403	102,707	71,622	106,984	66,685	80,971	66,961	103,624	103,920	1,175,082
Medical Supplies Charges	7,268	4,408	9,165	8,721	10,604	6,988	1,981	5,624	2,634	3,508	5,006	5,406	3,360	67,405
Other Charges	200	-	45	25	-	-	25	-	-	-	-	-	-	95
Total Receipts	**77,707**	**79,316**	**87,798**	**93,143**	**146,196**	**86,691**	**82,212**	**91,460**	**55,538**	**81,878**	**64,330**	**81,877**	**67,994**	**1,018,434**
Professional (E&M) Receipts	32,810	37,368	46,985	44,747	68,781	41,372	41,584	40,348	28,078	37,681	29,841	37,219	39,449	493,453
Professional (Other Visits) Receipts	-	118	39	40	35	819	749	291	40	90	-	273	105	2,599
Professional (Secondary) Receipts	2,468	2,651	3,334	2,233	4,930	2,649	2,694	3,810	2,063	9,560	5,363	6,318	2,837	48,441
Tech Services Receipts	13,508	17,585	10,991	19,688	26,009	13,641	10,737	14,321	9,411	7,965	8,785	10,361	7,885	157,380
Care Management Receipts	1,062	1,168	1,023	1,017	1,493	1,055	1,396	4,711	941	3,350	1,857	1,038	1,155	20,205
Chronic Care Receipts	2,194	1,719	617	43	9,063	4,143	5,872	1,354	1	3,912	989	2,313	203	30,228
DME Receipts	-	-	-	-	-	568	439	142	172	41	487	293	133	2,275
Lab Receipts	18,433	16,605	23,386	24,347	33,946	18,874	20,064	23,765	13,754	17,326	14,739	18,775	22,507	248,087
Medical Supplies Receipts	1,457	847	1,986	1,288	2,024	1,643	911	599	526	991	509	2,132	1,092	14,549
Other Receipts	5,775	1,255	(563)	(260)	(84)	1,926	(2,233)	2,119	551	961	1,760	3,156	(7,371)	1,217
Total Visits	**457**	**409**	**786**	**614**	**732**	**599**	**409**	**504**	**351**	**443**	**345**	**524**	**448**	**6,164**
New	36	33	75	41	63	32	24	41	13	26	16	17	32	413
Follow Up	421	373	709	572	668	556	377	459	337	414	329	506	415	5,715
Other Visits	-	3	2	1	1	11	8	4	1	3	-	1	1	36
Facility Visits	-	-	-	-	-	-	-	-	-	-	-	-	-	-

Provider		Charges	Collections
Admin	Admin	$ 46,773.53	$ 41,979.70
Aldrich	William	$ 216,742.10	$ 70,352.11
Almond	Amanda	$ -	$ 50.26
Anderson	Paula	$ 4,635.00	$ 2,259.69
Ash	Candace	$ 214,716.54	$ 58,058.41
Baker	John	$ 337,987.02	$ 127,381.21
Barwick	Dale		$ (9.44)
Brandt	Thomas	$ (2,254.00)	$ 3,662.47
Cain	Gregory	$ -	$ 57.64
Caughman	Leslie	$ 8,873.00	$ 2,652.15
Coones	Charles	$ 5,798.00	$ 4,648.42
Fields	Andrew	$ (88.00)	$ 685.71
Fields	James	$ 1,387.00	$ 2,725.67
Fisher	Bret	$ 6,989.00	$ 16,819.57
Gehres	Kyle	$ 404.00	$ 234.27
Gosma	M		$ -
Grant	James	$ 41,951.00	$ 14,207.73
Grecco	Charlotte	$ 92,633.84	$ 31,644.23
Grunsky	Mitchell	$ 584,516.82	$ 183,528.41
Hunt	James	$ 103,299.18	$ 29,709.74
Hutson	Cynthia	$ 3.00	$ 769.23
Iqbal	Naveed	$ 663.00	$ 609.89
Judy	Carrie	$ 122,174.88	$ 45,591.89
Kaylor	Jason	$ 22,315.64	$ 7,214.95
Kerby	Jeff	$ 1,202.00	$ 1,107.21
Leonard	Jason	$ 439,968.42	$ 156,479.30
Long	William	$ 105,150.00	$ 55,197.16
Lowder	Clayton	$ 708,673.91	$ 216,610.19
Lucas	Thomas	$ 548,120.94	$ 174,531.91
Mahr	Christopher	$ 448,673.08	$ 126,924.23
Martin	Kevin	$ 712.00	$ 695.12
Mclendon	Courtney	$ 71,200.46	$ 23,580.42
Merchant	Shawna	$ -	$ 90.26
Meyers	Edward	$ 584,893.06	$ 194,026.67
Miller	Brandon	$ 57,477.72	$ 13,268.82
none		$ -	$ (80.21)
Pniewski	Melanie	$ 18,326.33	$ 9,971.03
Pridgen	Kaoru	$ 196,447.52	$ 70,146.98
Reisenauer	Kimberly	$ 79,286.00	$ 29,645.49
Rivers	Hanna	$ 88,602.77	$ 26,584.66
Rollins	Kristen	$ 141,134.34	$ 52,011.26
Ropp	John	$ 157,369.00	$ 82,895.39
Schaefer	Catherine	$ -	$ 154.76
Shupe	David	$ 938.00	$ 167.84
Soto	Carlos	$ 389,804.24	$ 124,423.37
Spellman	Greg	$ 88,058.00	$ 10,029.93
Spicer	James	$ -	$ 571.26
Stevens	Shelley	$ (49.00)	$ 2,007.35
Stewart	Ike	$ 432,945.18	$ 115,054.68
Stukes	Lillian	$ 53,475.00	$ 22,152.30
Sturgis	Mary Jean		$ (108.18)
Thompson	S		$ -
Tiffany	John	$ 174,807.32	$ 75,654.57
Whaley	David	$ 987,704.76	$ 272,340.04
PAFM	Ropp	$ -	$ -
Totals		**$ 7,584,441.60**	**$ 2,500,967.72**

Provider		Charges	Payments
Admin	Admin	$ 36,382.57	$ 36,447.57
Aldrich	William	$ 215,717.80	$ 83,139.77
Almond	Amanda	$ -	$ 5.00
Anderson	Paula	$ 11,616.00	$ 5,297.58
Ash	Candace	$ 902.02	$ 3,215.11
Bailey	Adam	$ -	$ 165.46
Baker	John	$ 431,386.39	$ 157,523.71
Barwick	Dale	$ -	$ 23.76
Brandt	Thomas	$ -	$ 380.01
Cain	Gregory	$ -	$ (88.08)
Caughman	Leslie	$ 22,611.00	$ 7,358.34
Coones	Charles	$ -	$ (20.00)
Cox	Mary K.	$ 19,095.17	$ 2,500.92
Dyer	Andre	$ 30,035.53	$ 9,877.85
Fields	Andrew	$ -	$ 63.92
Fields	James	$ -	$ 16.36
Fisher	Bret	$ -	$ 165.49
Gehres	Kyle	$ -	$ 50.00
Grant	James	$ (51.00)	$ 1,093.96
Grant	Joseph	$ 1,442.04	$ 549.53
Grecco	Charlotte	$ 9,179.96	$ 1,588.63
Grunsky	Mitchell	$ 751,083.57	$ 200,879.35
Ham	Abigail	$ 26,168.44	$ 430.17
Heyward	Felicia	$ 56,470.39	$ 7,813.43
Hoshour	Carrie	$ 177,666.65	$ 51,712.91
Howington	Bryan	$ 11,926.32	$ 4,768.73
Hunt	James	$ 72,755.73	$ 24,879.49
Hutson	Cynthia	$ -	$ 50.76
Iqbal	Naveed	$ -	$ (20.54)
Judy	Carrie	$ 148,073.80	$ 43,298.36
Kaylor	Jason	$ -	$ 767.31
Kerby	Jeff	$ 5,825.00	$ 2,718.76
Kirlis	Elizabeth	$ -	$ (37.55)
Leonard	Jason	$ 656,982.31	$ 177,829.76
Locklear	Ashley	$ 11,737.75	$ 5,284.25
Long	William	$ -	$ 742.44
Lowder	Clayton	$ 924,660.73	$ 250,053.68
Lucas	Thomas	$ 788,608.31	$ 185,945.42
Mahr	Christopher	$ 521,928.14	$ 145,626.25
Mclendon	Courtney	$ -	$ 2,464.69
Meyers	Edward	$ 679,397.58	$ 172,257.95
Miller	Brandon	$ -	$ 623.02
None		$ -	$ (281.41)
Pniewski	Melanie	$ -	$ 396.21
Pridgen	Kaoru	$ 140,039.84	$ 79,556.60
Reisenauer	Kimberly	$ 61,992.18	$ 22,975.16
Rivers	Hanna	$ 2,441.25	$ 1,893.06
Rollins	Kristen	$ (6.00)	$ 1,268.15
Ropp	John	$ (53.00)	$ 585.99
Schaefer	Catherine	$ -	$ 18.40
Shupe	David	$ -	$ 47.04
Soto	Carlos	$ 617,294.17	$ 180,081.64
Spellman	Greg	$ 147,427.38	$ 66,964.97
Spicer	James	$ 411.00	$ 253.10
Stevens	Shelley	$ -	$ 422.53
Stewart	Ike	$ 507,589.22	$ 159,168.39
Stuckey	Travis	$ 226.00	$ 124.62
Stukes	Lillian	$ 63,772.45	$ 26,158.33
Thompson	Sarah	$ -	$ (5.16)
Tiffany	John	$ -	$ 7,231.80
Trzcinski	Patricia	$ -	$ (12.00)
Whaley	David	$ 1,102,458.37	$ 311,528.91
White	Frankie	$ 2,580.00	$ 3,069.51
Wood	Caitlin	$ 52,140.97	$ 23,504.36
Totals		**$ 8,309,916.13**	**$ 2,463,393.35**

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

Clifton B. Newman, Circuit Court Judge

Appellate Case No. 2020-000067

RECEIVED
Sep 29 2020
SC Court of Appeals

Dr. Kaoru Pridgen, ...Appellant,

v.

Colonial Family Practice, LLC; Varsity Family Care Partners, LLC; Family Care Partners d/b/a Family Care Partners Management, LLC; Dr. Clay Lowder; Thomas W. Watson; and Dr. Gary R. Katz, ... Respondents.

CERTIFICATE OF SERVICE

I certify that I have served the **Joint Motion to Seal Portions of the Record on Appeal** on all counsel of record by e-mailing a copy of said documents on September 29, 2020 to counsel at the following e-mail addresses:

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s/ Victoria M. Cordoni
Victoria M. Cordoni – Paralegal

September 29, 2020.

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September 29, 2020

VIA E-FILING ONLY:
The Honorable Jenny Abbott Kitchings
Clerk, South Carolina Court of Appeals
1220 Senate Street
Columbia, South Carolina 29201

RECEIVED
Sep 29 2020
SC Court of Appeals

RE: *Dr. Kaoru Pridgen v. Colonial Family Practice, LLC, et. al.*
Case No. 2018-CP-40-02545
AR File No: 000020-004647

Dear Ms. Kitchings:

Enclosed for filing in the above-referenced matter is a Joint Motion to Seal Portions of the Record on Appeal. Please file Exhibit 2 of the Motion under seal as it contains the confidential portions of the Record that the parties are requesting being sealed by the Court. We want to ensure Exhibit 2 of the Motion is not made available to the public on C-Track.

By copy of this letter, I am serving all counsel of record with the motion and as set forth in the enclosed Proof of Service. Thank you for your assistance with this matter. Please call me if you have questions.

Sincerely,

s/ Lyndey R. Z. Bryant

Lyndey R. Z. Bryant

LRZB/vmc
Enclosures
cc: Shannon M. Polvi, Esquire (via e-mail only)
Jennifer K. Dunlap, Esquire (via e-mail only)
Jeffrey Lehrer, Esquire (via e-mail only)