21 Operating Agreement of ICare Academic LLC

OPERATING AGREEMENT OF ICARE ACADEMIC LIMITED LIABILITY COMPANY

This OPERATING AGREEMENT ("Agreement") is made and adopted as of the _____ (___) day of _____, 2009, as the Operating Agreement of iCare Academic, LLC, a Tennessee Limited Liability Company, by and among each person named as a Member on Exhibit A attached hereto and all other persons who may hereafter become Members (as defined below).

ARTICLE I
DEFINITIONS

As used in this Agreement, unless the context otherwise requires, the following terms shall have the meanings set forth below:

"Act" shall mean the Revised Tennessee Limited Liability Company Act, T.C.A. §§ 48-249-101 et seq., as amended from time to time.

"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 any year after giving effect to the following adjustments: (A) credit to such Capital Account the sum of (1) any amount which such Member is obligated to restore to such Capital Account pursuant to any provision of this Agreement, plus (2) an amount equal to such Member's share of company minimum gain as determined under Regulation § 1.704-2(b)(2) and 1.704-2(d), plus (3) any amounts which such Member is deemed to be obligated to restore pursuant to Regulation § 1.704-1(b)(2)(ii)(c); and (B) debit to such Capital Account the items described in Regulation § 1.704-1(b)(2)(ii)(d)(4), (5) and (6).

"Adverse Termination" means with respect to any Member and its Membership Interest, any of the following events, circumstances or occurrences:

(a) The Member's Interest has been the subject of an Involuntary Transfer, as defined in Section 13.1(a) below;

(b) A Member's divorce or separation whereby the decree of divorce or any written separation or property settlement agreement shall award, or result in the Transfer of, any portion of a Member's interest in the Company to such Member's spouse;

(c) The Member is in Bankruptcy;

(d) The Member withdraws by express will except as expressly permitted in Section 15.1 hereof;

(e) The Member's Membership Interest in the Company is otherwise terminated as provided for in the Act unless such termination is included in the definition of "Non-Adverse Termination" below.

"Affiliate" shall mean, as to a specific person or entity, a person or entity that directly or indirectly controls, is controlled by, or under common control with, such person or entity.

"Agreement" shall mean this Operating Agreement, as amended or restated from time to time.

"Articles" shall mean the Articles of Organization of the Company, as filed with the Secretary of State of Tennessee, as amended or restated from time to time.

"Assignee" shall mean a transferee of a Membership Interest who has not been admitted to the Company as a Member.

"Bankruptcy" means, as to any Member, the Member's taking of, acquiescing to the taking of, or becoming (voluntarily or involuntary) the subject of, or any action seeking relief under, or advantage of, any applicable debtor relief, liquidation, receivership, conservatorship, bankruptcy, moratorium, rearrangement, insolvency, reorganization or similar law affecting the rights or remedies of creditors, as in effect from time to time.

"Board" or "Board of Directors" shall mean the Directors.

"Breach" shall mean (i) any breach by a Member of Section 15.1 hereof, or (ii) any breach by a Member of any of the other terms of this Agreement that is not cured within **thirty (30) days** after delivery to such Member of a Notice of Breach; provided, that if the breach does not involve the payment of money and is of a nature that would reasonably require more than **thirty (30) days** to cure, a Member shall not be in Breach of this Agreement if it commences the cure of such breach within such **thirty (30) day** period and thereafter diligently prosecutes such cure to completion within **ninety (90) days** after delivery to such Member of the Notice of Breach.

"Breaching Member" shall mean any Member that has committed any Breach of this Agreement.

"Capital Account" shall mean, with respect to each Member, the Capital Account maintained for such Member to which there shall be credited such Member's Capital Contributions, such Member's distributive share of Net Profits and any items in the nature of income or gain which are specially allocated pursuant to Section 8.5 or Section 8.6 hereof, and the amount of any Company liabilities assumed by such Member or which are secured by any Property distributed to such Member, and to which there shall be debited the amount of cash and the value of any Property distributed to such Member pursuant to any provision of this Agreement, such Member's distributive share of Net Losses and any items in the nature of expenses or losses which are specially allocated pursuant to Section 8.5 or Section 8.6 hereof, and the amount of any liabilities of such Member assumed by the Company or which are secured by any property contributed by such Member to the Company.

The foregoing and other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Regulations Section 1.704-1(b), and shall be interpreted and applied in a manner consistent with such Regulations.

"Capital Contribution" shall mean, with respect to any Member, the amount of money and the value of any property (other than money) contributed to the Company with respect to the Membership Interest held by such Member. The initial Capital Contribution of each Member is set forth on Exhibit A.

"Code" shall mean the Internal Revenue Code of 1986, as amended from time to time.

"Company" shall mean iCare Academic, LLC, the limited liability company formed under this Agreement pursuant to the Act.

"Company Minimum Gain" has the same meaning as partnership minimum gain set forth

in Regulations Sections 1.704-2(b)(2) and 1.704-2(d).

"Compensation" shall mean amounts paid to or for the benefit of Members or Holders as compensation or benefits for services rendered by them in their capacities as members, Holders, officers, managers, directors or agents.

"Deadlock" shall mean any matter (i) that requires approval by a Majority in Interest of the Members under this Agreement or the Act, and (ii) as to which the voting power of the Members entitled to vote is evenly divided, for and against.

"Directors" shall mean, collectively, all natural persons elected to serve on the Board of Directors. "Director" shall refer, individually, to each of such persons.

"Disability" under this Agreement shall occur as to a Member if a Majority in Interest of the Company's remaining Members, exclusive of the voting power held by the affected Member, so determine. The remaining Members shall determine the issue of whether a Member is totally disabled promptly upon request by a Member or by the affected Member, or his personal representative. In the event that the affected Member or his personal representative protests the determination made by the Members, then such Member shall be deemed to have a "Disability" if a disinterested licensed physician in the State of Tennessee reasonably acceptable to the remaining Members and the affected Member (or his personal representative) makes such a determination.

"Distribution to Pay Taxes" shall have the meaning set forth in Section 7.1 hereof.

"Financial Rights" shall mean a Member's rights to share in profits and losses, distributions, to receive interim distributions and liquidation distributions as provided in this Agreement and the Act, and the right to transfer Financial Rights. All Financial Rights of a Member under this Agreement and the Act shall apply equally to Holders and permitted assignees of such Financial Rights under this Agreement and the Act.

"Fiscal Year" shall mean the twelve-month period selected by the Company as its annual accounting period.

"Good Cause," as to a Member, shall mean only:

(i) that a Member has committed a Breach

"Governance Rights" shall mean a Member's right to vote on one (1) or more matters, all of a Member's other rights as a member in the Company under the LLC Documents or the Act, other than Financial Rights, and the right to transfer the foregoing Governance Rights.

"Holder" shall mean each of the Holders of Financial Rights identified on Exhibit A attached hereto and made a part hereof by this reference who have executed this Agreement, if any, and each of the parties who may hereafter become Holders of Financial Rights.

"Immediate Family" shall mean, with respect to a Member, his spouse, children (including natural, adopted, and stepchildren), brother(s), sister(s), grandchildren, and parents (or, if a Member is a corporation, limited liability company, or partnership, then "Immediate Family" with respect to such Member shall include the spouse, children (including natural, adopted, and stepchildren), brother(s), sister(s), grandchildren, and parents of any owner of any of the voting equity interest in any such corporation, limited liability company, or partnership).

"LLC Documents" shall mean the Articles and this Agreement.

"Majority in Interest" shall mean the Percentage Interest(s) in Governance Rights of one or more Members entitled to vote on a particular matter which (taken together if more than one) exceed fifty percent (50%) of either (i) the aggregate Percentage Interests in Governance Rights held by Members constituting a quorum that are entitled to vote on such matter, or (ii) such greater or lesser amount of the aggregate Percentage Interests in Governance Rights held by Members as the context of this Agreement may require.

"Member" shall mean each of the Members identified on Exhibit A attached hereto and made a part hereof by this reference who have executed this Agreement and each of the parties who may hereafter become Members.

"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 Debt, determined in accordance with Regulations Section 1.704-2(i) with respect to "partner minimum gain."

"Member Nonrecourse Debt" has the meaning set forth in Regulations Section 1.704-2(b)(4) for the phrase "partner nonrecourse debt."

"Membership Interest" shall mean, with respect to each Member, such Member's interest in the Company consisting of such Member's Financial Rights and Governance Rights.

"Net Cash Flow" means the gross cash proceeds of the Company less the portion thereof used to pay or establish reserves for all Company expenses (such expenses to include without limitation all Compensation), debt payments, capital improvements, replacements, and contingencies, all as determined by the Board of Directors. "Net Cash Flow" shall not be reduced by depreciation, amortization, cost recovery deductions, or similar allowances, but shall be increased by any reductions of reserves previously established pursuant to the preceding sentence.

"Net Profits" or "Net Losses," for each Fiscal Year or other period, means the net profit or net loss of the Company determined in accordance with the accounting methods in use by the Company as reasonably determined by the Members, after taking into account the special allocation set forth in Sections 8.5 and 8.6.

"Non-Adverse Termination" means with respect to any Member and its Membership Interest any of the following events, circumstances or occurrences:

(a) If a Member that is an individual dies, suffers a Disability, or otherwise becomes adjudged incompetent by any court;

(b) If a Member withdraws by express will as expressly permitted by Section 15.1 hereof;

"Nonrecourse Debt" has the meaning set forth in Regulations Sections 1.704-2(b)(3) and 1.752-1(a)(2).

"Nonrecourse Deductions" has the meaning set forth in Regulations Sections 1.704-2(b)(1) and 1.704-2(c).

"Notice of Breach" shall mean a written notice describing a Member's breach of this agreement with reasonable specificity and executed by a Majority in Interest of all Members, excluding, however, the Percentage Interest in Governance Rights held by the Breaching Member.

"Officers" shall mean, collectively, the President, the Secretary, and each other officer, elected by the Directors pursuant to Section 11.2 below. "Officer" shall mean, individually, any such person.

"Percentage Interest in Financial Rights" shall, with respect to any Member [or Holder], be as set forth on Exhibit A hereto. In the event all or any portion of a Membership Interest is transferred in accordance with the terms of this Agreement, the transferee shall succeed to the Percentage Interest in Financial Rights of the transferor to the extent it relates to the transferred Membership Interest and/or Financial Rights.

"Percentage Interest in Governance Rights" shall, with respect to any Member, be as set forth on Exhibit A hereto. For voting purposes, a Member's Percentage Interest in Governance Rights shall be deemed to be his Percentage Interest in Governance Rights in the Company as set forth on Exhibit A notwithstanding any special allocations to such Member pursuant to Article VII or Article VIII. In the event all or any portion of a Membership Interest is transferred in accordance with the terms of this Agreement, the transferee shall succeed to the Percentage Interest in Governance Rights of the transferor to the extent it relates to the transferred Membership Interest and/or Financial Rights.

"Permitted Transferee" shall mean any member of a Member's Immediate Family, or an Affiliate of such Member or such Member's Immediate Family.

"Prime Rate" shall mean the rate, denoted as such, published as the base rate on corporate loans at large U.S. money center commercial banks in The Wall Street Journal under "Money Rates" on the applicable date and, for purposes of adjustment, thereafter on the second Tuesday of each month.

"Property" shall mean all property, real or personal, tangible or intangible, including money and any legal or equitable interest in property owned by the Company.

"Pro Rata Share" means, as to a Member or Holder, the quotient, expressed as a percentage, resulting from the division of (x) the Percentage Interest in Financial Rights owned by such Member or Holder, by (y) the aggregate Percentage Interests in Financial Rights owned by all Members or Holders other than a Defaulting Member (in the case of Section 6.3), the Affected Member (in the case of Section 13.4(a)), [or] a Transferring Member (in the case of Section 13.5), or the applicable Other Member(s) or Initiating Member(s) (in the case of Article XIV).

"Regulations" shall mean the Income Tax Regulations, including Temporary Regulations, promulgated under the Code, as such regulations may be amended from time to time.

"Related Person" shall mean a person having a relationship to a Member that is described in §1.752-4(b) of the Regulations.

"Triggering Event" shall include a Member's Non-Adverse Termination or Adverse Termination.

"Year of Termination" shall mean the year in which the Company is liquidated and final distributions are made to Members and Holders and any other year in which the Company disposes of substantially all of its assets in a transaction made in the ordinary course of business.

ARTICLE II
FORMATION AND TERM

Section 2.1 – Articles of Organization

The date of formation and existence of the Company shall be the date of filing of the Articles with the Secretary of State of Tennessee.

Section 2.2 – Name

The name of the Company is iCare Academic, L.L.C. All business of the Company shall be conducted under that name or under any other name adopted by the Directors in accordance with the Act.

Section 2.3 – Principal Place of Business

The principal place of business of the Company within the State of Tennessee shall be Knoxville, Tennessee. The Company may locate to, and have such other, places of business and registered office as the Directors shall, from time to time, deem advisable.

Section 2.4 – Principal Office of Company

The principal office of the Company shall be established by the Directors.

Section 2.5 – Registered Agent and Registered Office of Company

The registered agent for service of process and the registered office of the Company shall be Matthew Arthur Bell, 2450 E.J. Chapman Drive, Knoxville, TN 37996.

Section 2.6 – Term

The Company shall continue in perpetuity unless the Company shall be dissolved and its affairs wound up in accordance with the Company's Articles of Organization, the Act or this Operating Agreement.

ARTICLE III
BUSINESS OF COMPANY

Section 3.1 – Permitted Business

The business of the Company shall be software design, development, marketing and sublicensing for educational use in the healthcare education field.

Section 3.2 – No Limitation

Except as specifically limited in the Articles, the Company may engage in the specific activities set forth in Section 3.1 and any and all other lawful business activities whatsoever, or which shall be conducive to or expedient for the protection or benefit of the Company or its Property, and the Company may exercise all powers necessary to, connected with, or incident to the accomplishment of any business that may lawfully be conducted by limited liability

companies under the Act.

ARTICLE IV
ACCOUNTING, RECORDS, AND REPORTS

Section 4.1 – Books and Records

(a) The Company shall provide Members, and their agents and attorneys, access to its records at the principal executive office of the Company. The Company shall provide former Members, and their agents and attorneys, access to records for proper purposes pertaining to the periods during which they were Members. The foregoing right of access shall consist of the opportunity to inspect or copy records during ordinary business hours, if the Member, or its agent or attorney, gives the Company written notice of such demand at least five (5) business days before the date on which the Member, or its agent or attorney, wishes to inspect or copy such records. The Company may impose a reasonable charge, limited to the costs of labor and material, for copies of records furnished under this Section 4.1 subsection (a), except that copies of the documents and records required to be maintained under subsection (c) shall be copied upon demand and at the Company's expense.

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

(i) Without demand, information concerning the Company's business or affairs reasonably required for the proper exercise of the Member's rights and performance of the Member's duties under this Agreement, the Articles or the Act; and

(ii) On written demand, other information concerning the Company's business or affairs, except to the extent the demand or the information demanded is unreasonable or otherwise improper under the circumstances.

(c) The Company shall keep, at its principal executive office or at another place or places within the United States determined by the Members:

(i) A current list of the full name and last known business, residence or mailing address of each Member, and each officer, if any, of the Company;

(ii) A current list of the full name and last known business, residence or mailing address of each Holder of Financial Rights of the Company, and a description of the Financial Rights held;

(iii) A copy of the Articles of the Company and all amendments to the Articles;

(iv) A copy of currently effective Agreement of the Company;

(v) Copies of the Company's federal, state, and local income tax returns and reports, if any, for the **three (3)** most recent years;

(vi) Financial information as described in Section 4.3 sufficient to provide true and full information regarding the status of the business and financial condition of the Company for the **three (3)** most recent fiscal years;

(v) Records of all proceedings of the Members and of the Holders, if any, of the Company;

(viii) Any written consents obtained from the Members or from the Holders, if any, of the Company;

(ix) A statement of all contributions accepted by the Company under § 48-249-301 of the Act, the identity of the contributor and the agreed value of each contribution;

(x) A copy of all contribution agreements created under § 48-249-301 to which the Company is bound; and

(xi) A copy of the Company's most recent annual report filed with the secretary of state under § 48-249-1017 of the Act.

Section 4.2 – Tax Information

Within **ninety (90) days** after the end of each Fiscal Year, without demand, the Company shall send to each owner of a Membership Interest and/or Financial Rights in the Company at any time during the Fiscal Year then ended such tax information as shall be reasonably required for such owner to comply with the requirements of either federal or state tax laws concerning such owner's Financial Rights, if any, including without limitation all information reasonably required for the preparation by such owner of his federal income tax return, and state income and other tax returns with regard to jurisdictions in which the Company is formed or qualified.

Section 4.3 – Financial Statements

Within **ninety (90) days** after the end of each Fiscal Year, the Company shall send to each owner of a Membership Interest in the Company at any time during the Fiscal Year then ended (i) a balance sheet as of the end of such Fiscal Year and statements of income, Members' equity, and change in financial position for such Fiscal Year, all of which shall be prepared in accordance with generally accepted accounting principles, consistently applied; (ii) a cash flow statement; and (iii) a statement showing the Net Cash Flow distributed to Members in respect of such year (the "Financial Statements"). The Financial Statements shall be prepared by the independent C.P.A. firm then servicing the account of the Company. At the option of a Majority in Interest of the Members, the Financial Statements shall be audited, at the expense of the Company, by such C.P.A. firm or such other C.P.A. firm as a Majority in Interest of the Members may designate. Furthermore, if an audit is not approved by a Majority in Interest of the Members for a given year, any single Member may, at such Member's sole expense, cause the Financial Statements for such year to be audited by a C.P.A. firm with offices in Knoxville, Tennessee.

Section 4.4 – Tax Matters Member

The Tax Matters Member shall have all the powers provided to a tax matters partner in Sections 6221 through 6233 of the Code, including the specific power to extend the statute of limitations with respect to any matter which is attributable to any Company item or affecting any item pending before the Internal Revenue Service and to select the forum to litigate any tax issue or liability arising from Company items.

The Tax Matters Member shall be the Member designated as such on Exhibit A. The Tax Matters Member may resign his position by giving **thirty (30) days** written notice to all Members, whereupon the Members shall designate a new Tax Matters Member.

The Tax Matters Member shall be entitled to reimbursement for any and all reasonable expenses incurred with respect to any administrative and/or judicial proceedings affecting the

Company.

ARTICLE V
MEMBERSHIP INTERESTS AND HOLDERS

The identity of all of the Members and the Membership Interests held by each, and the amount of cash and a description and statement of the agreed value of any other property or services contributed for each Membership Interest, are as reflected on Exhibit A attached hereto and by this reference made a part hereof as if set forth fully herein, which shall be promptly amended as necessary, under the Act, to reflect any changes in such information.

The identity of all Holders, if any, and the Financial Rights held by each, and the amount of cash and a description of the agreed value of any other property or services contributed for each Holder's Financial Rights are also as reflected on Exhibit A, which shall be promptly amended as necessary, under the Act, to reflect any changes in such information.

ARTICLE VI
CONTRIBUTIONS AND CAPITAL ACCOUNTS

Section 6.1 – Initial Contributions

Each Member and Holder has made, or shall make, the initial Capital Contribution described for that Member or Holder on Exhibit A at the time and on the terms specified on Exhibit A.

Section 6.2 – No Interest on or Demand for Return of Contributions

No Member or Holder shall be entitled to receive any interest on his or its Capital Contributions or Capital Account balance, or to have the right to demand the return of his or its contribution to the capital of the Company. No Member or Holder shall have the right to demand receipt of Property other than cash in return for such Member's or Holder's Capital Contribution.

ARTICLE VII
DISTRIBUTIONS

Section 7.1 – Distribution to Pay Taxes

Subject to the existence of sufficient Net Cash Flow, and unless the Members unanimously determine otherwise, the Company shall distribute cash (a "Distribution to Pay Taxes") to the Members as provided in this Section 7.1 prior to April 15 following the close of each calendar year.

Section 7.2 – Distribution of Net Cash Flow

Except as specifically provided otherwise in Article XVI, Net Cash Flow shall be distributed to the Members proportionately in accordance with their respective Percentage Interests in Financial Rights at such time(s) as the Directors may determine from time to time.

Section 7.3 – Distributions Upon Liquidation

Notwithstanding the provisions of this Article VII, distributions made in conjunction with

the winding up and liquidation of the Company shall be applied or distributed as provided in Section 18.3 hereof.

Section 7.4 – Reserves and Working Capital

Subject in all events to the Act, the Directors may determine that a reserve be set aside for contingencies.

Section 7.5 – Members' and Affiliates' Compensation

Each Member shall be reimbursed for all direct expenses reasonably incurred by him or her in regard to the management of the Company, provided that any single expense reimbursement in excess of **$1000** must be approved by a Majority in Interest of Members.

ARTICLE VIII
ALLOCATIONS

Section 8.1 – Allocation of Net Loss

After giving effect to the special allocations set forth in Section 8.5 and Section 8.6, any Net Loss of the Company, and each item of income, gain, loss, deduction, and credit related thereto, for each year of the Company's operations (except for a Year of Termination) shall be allocated as set forth in Section 8.1(a), subject to the limitation in Section 8.1(b):

(a) Net Loss for any fiscal year shall be allocated to the Members in proportion to their Percentage Interests in Financial Rights.

(b) The Net Losses allocated pursuant to Section 8.1(a) shall not exceed the maximum amount of losses that can be so allocated without causing any Member to have an Adjusted Capital Account Deficit at the end of any fiscal year. All losses in excess of the limitations set forth in this Section 8.1(b) shall be allocated as follows:

(i) Among the Members who may receive such an allocation without causing such Members to have an Adjusted Capital Account Deficit at the end of any fiscal year in proportion to their Percentage Interests in Financial Rights; and then

(ii) Among all the Members in proportion to their Percentage Interests in Financial Rights.

Section 8.2 – Allocation of Net Profits

After giving effect to the special allocations set forth in Section 8.5 and Section 8.6, Net Profits of the Company, and each item of income, gain, loss, deduction, and credit related thereto, for each year of the Company's operations (except for the Year of Termination) shall be allocated to and among the Members in proportion to their Percentage Interests in Financial Rights.

Section 8.3 – Allocations in Connection with Liquidations

Notwithstanding the allocation provisions set forth in Sections 8.1 and 8.2, but subject to Sections 8.5 and 8.6, all Net Profits or Net Loss realized in connection with the dissolution of the Company (whether or not realized in the Year of Termination) in accordance with Article XIV shall be allocated to the Members in a manner so that the distributions to each Member pursuant to Section 7.3 and Section 18.3 hereof shall, to the greatest extent possible, be equal to that

amount that each such Member was to receive under Section 7.2 if the amounts to be distributed by the Company in connection with such dissolution were instead distributed under such Section 7.2.

Section 8.4 – Allocation of Profit and Loss on Transfer of Membership Interest

The Net Profits or Net Losses allocable to any Financial Rights in the Company which may have been transferred during any year shall be allocated on the basis of the results of Company operations during the period in which the holder was recognized as the owner thereof as if the Company books had been closed on the date of transfer.

Section 8.5 – Special Allocations

Capitalized terms used in this section not otherwise defined in this Agreement shall have the meaning set forth in the applicable Treasury Regulations.

(a) Qualified Income Offset. In the event a Member unexpectedly receives any adjustments, allocations, or distributions described in Regulations Sections 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5), or 1.704-1(b)(2)(ii)(d)(6), items of Company income (including gross income) and gain shall be specially allocated to the Member in an amount and manner sufficient to eliminate, to the extent required by the Regulations, the Adjusted Capital Account Deficit of the Members as quickly as possible, provided that an allocation pursuant to this Section 8.5(a) shall be made only if and to the extent that the Member would have an Adjusted Capital Account Deficit after all other allocations provided for in this Section 8.5 have been tentatively made as if this Section 8.5(a) were not in the Agreement.

(b) Minimum Gain Chargeback. Notwithstanding any other provision of this Article VIII, if there is a net decrease in Company Minimum Gain during any Fiscal Year, each Member shall be specially allocated items of Company income and gain for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in such amounts that comply with the minimum gain chargeback requirement in Section 1.704-2(f) of the Regulations.

(c) Member Minimum Gain Chargeback. Notwithstanding any other provision of this Article VIII except Section 8.5(b), if there is a net decrease in Member Minimum Gain attributable to a Member Nonrecourse Debt during any Company Fiscal Year, each Member who has a share of the Member Minimum Gain attributable to such Member Nonrecourse Debt, determined in accordance with Regulations Section 1.704-2(i)(5), shall be specially allocated items of Company income and gain for such year (and, if necessary, subsequent years) in such amounts that comply with the partner minimum gain chargeback requirement in Regulations Section 1.704-2(i)(4).

(d) Nonrecourse Deductions. Nonrecourse Deductions and Member Nonrecourse Deduction (each as defined in the Regulations) for any Fiscal Year or other period shall be specially allocated among the Members in proportion to their Percentage Interests in Financial Rights.

Section 8.6 – Curative Allocation

The special allocations set forth in Section 8.1(b) and Section 8.5 hereof (the "Regulatory Allocations") are intended to comply with certain requirements of the Regulations. Notwithstanding any other provisions of this Article VIII (other than the Regulatory Allocations), the Regulatory Allocations shall be taken into account in allocating other profits,

losses, and items of income, gain, loss, and deduction among the Members so that, to the extent possible, the net amount of such allocations of other profits, losses, and 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 8.7 – Tax Allocations: Code Section 704(c)

In accordance with Code Section 704(c) and the Regulations thereunder, income, gain, loss, and deduction with respect to any property contributed to the capital of the Company shall, solely for tax purposes, be allocated among the Members so as to take account of any variation between the adjusted tax basis of such property to the Company for federal income tax purposes and its fair market value upon contribution. In the event the value of any Company asset is adjusted in accordance with the Regulations, subsequent allocations of income, gain, loss, and deduction with respect to such asset shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and its fair market value in the same manner as under Code Section 704(c) and the Regulations thereunder. Any elections or other decisions relating to such allocations shall be made by the Tax Matters Member in any manner that reasonably reflects the purpose and intention of this Agreement. Allocations pursuant to this section 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 Profits, Net Losses, other items, or distributions pursuant to any provision of this Agreement.

ARTICLE IX
MEMBERS

Section 9.1 – Special Meetings

Special Meetings of the Members may be called by any Director by signing, dating, and delivering to the other Members written demand for the meeting describing the purpose or purposes for which it is to be held. Special Meetings may be held in Knox County, Tennessee.

Section 9.2 – Notice of Meetings

Written notice of the date, time, and place of each meeting and, in the case of a Special Meeting, a statement of the purpose or purposes of the meeting, shall be given to each Member entitled to notice of such meeting not less than **ten (10) days** nor more than **two (2) months** before the meeting date; provided, however, that notice of a special meeting shall in any event be given within **seven (7) days** after the date that written demand(s) for such meeting by any Member is delivered to the Secretary. Unless otherwise required under the Act, the Company shall give notice only to Members entitled to vote at the meeting. Notice shall be in writing and shall be communicated by mail or private carrier. If mailed, written notice by the Company to the Members, if in a comprehensible form, shall be effective when mailed, if mailed first class, postpaid and correctly addressed to the Member's address shown in the Company's current record of Members. If not mailed, written notice, if in a comprehensible form, shall be effective when received. If a meeting is adjourned to a different date, time, or place, notice need not be given of the new date, time, or place if the new date, time, or place is announced at the time of adjournment. However, if a new record date for the adjourned meeting is or must be fixed, notice of the adjourned meeting must be given to persons who are Members as of the new record date.

Section 9.3 – Actions Without a Meeting

(a) Unless the Articles provide otherwise, any action required or permitted to be taken at a meeting of the Members may be taken without a meeting. Any action taken pursuant to subsection (b) hereof shall have the effect of a meeting and vote and may be described as such in any document. Any requirement under the Act or this Agreement for action at a meeting will be satisfied by an action taken in accordance with subsection (b) hereof. If any provision of the Act, the Articles or this Agreement requires that notice of proposed action be given to Members not entitled to vote and the action is to be taken by voting Members pursuant to subsection (b) hereof, then the Company must give its Members not entitled to vote written notice of the proposed action at least **ten (10) days** before action on written consent is taken. The notice must contain or be accompanied by the same material that would have been required to be sent to Members not entitled to vote in a notice of meeting at which the proposed action would have been submitted to the Members for action.

(b) To take action on written consent, a written consent must be signed by Members who own Membership Interests with voting power equal to the voting power that would be required to take the same action at a meeting of the Members at which all Members are present. The action must be evidenced by one (1) or more instruments evidencing the consent, which shall be included in the records of the Company. All such instruments may be signed in counterparts. If not otherwise determined under Section 9.5 of this Agreement or the Act, the record date for determining Members entitled to take action without a meeting is the date the first Member signs the consent.

Section 9.4 – Waiver of Notice

A Member may waive any notice required by the Articles, this Agreement or the Act. A waiver of notice by a Member entitled thereto is effective, whether given before or after the meeting or other balloting, if the waiver is in writing. If a written waiver is given, such written waiver shall be included in the records of the Company. A Member's attendance at a meeting is a waiver of notice of that meeting, unless the Member objects at the beginning of the meeting (or promptly upon his arrival) to the transaction of business because the meeting is not lawfully called or convened, or objects before a vote on an item of business because the item may not lawfully be considered at that meeting and does not participate in the consideration of the item at that meeting. The Secretary shall note the objection in the minutes of the meeting.

Section 9.5 – Fixing of Record Date

A Majority of the Directors may fix the record date for one (1) or more voting groups in order to determine the Members entitled to notice of a Members' meeting, to demand a special meeting, to vote, or to take any other action. (As used in this Agreement, "voting group" shall mean all Membership Interests of one (1) or more classes or series that under the Articles, this Agreement or the provisions of the Act are entitled to vote and be counted together collectively on a matter at a meeting of Members.) However, a record date shall not be more than **seventy (70) days** before the meeting or action requiring a determination of Members. If not otherwise fixed hereunder, the record date for determining Members entitled to notice of and to vote at a special Members' meeting shall be the close of business on the business day before the first notice is delivered to Members, and the record date for determining Members entitled to demand a special meeting shall be the date the first Member signs the demand. A determination of

Members entitled to notice of or vote at a Members' meeting shall be effective for any adjournment of the meeting unless the Directors fix a new record date, which they must do if the meeting is adjourned to a date more than **four (4) months** after the date fixed for the original meeting.

Section 9.6 – Quorum

Except as otherwise provided in the Act or the Articles or the Agreement, Members holding a majority of the voting power of Membership Interests entitled to vote at a meeting are a quorum for the transaction of business. Once a Membership Interest is represented for any purpose at a meeting, it is deemed present for quorum purposes for the remainder of the meeting and for any adjournment of that meeting unless a new record date is or must be set for that adjourned meeting.

Section 9.7 – Proxies

Subject to the provisions of the Act, a Member may vote in person or by proxy. A Member may appoint a proxy to vote or otherwise act for him by signing an appointment form, either personally or by his attorney-in-fact. An appointment of proxy shall be effective when received by any agent authorized to tabulate votes. An appointment shall be valid for **eleven (11) months** unless another period is expressly provided in the appointment form. An appointment of a proxy shall be revocable by the Member unless the appointment form conspicuously states that it is irrevocable and the appointment is coupled with an interest.

Section 9.8 – Cumulative Voting

Unless otherwise provided in the Articles, Agreement, or Act, Members shall not have the right to cumulate their votes for Directors, and the Directors shall be elected by a plurality of the voting power exercised in the election at a meeting at which a quorum is present.

Section 9.9 – Members' List for Meeting

After fixing a record date for a meeting, the **Secretary** of the Company shall prepare an alphabetical list of the names of all Members who are entitled to vote at the meeting of the Members or to take such other action on the subject of the notice. The list shall be arranged by voting group, if applicable (and within each voting group by class or series of Membership Interests), and show the address of and Membership Interest(s) held by each Member as reflected in the records of the Company. The Members' list must be available for inspection and copying by any Member, beginning two (2) business days after notice of the meeting is given for which the list was prepared and continuing through the meeting, at the Company's principal executive office or at a place identified in the meeting notice in the city where the meeting will be held.

Section 9.10 – Voting Entitlement to Membership Interests

Unless the Articles or Act provide otherwise, and except as expressly provided otherwise in this Agreement, each outstanding Membership Interest, regardless of class, shall be entitled to exercise a percentage voting power equal to that Member's Percentage Interest in Governance Rights on each matter voted on at a Members' meeting. Only Membership Interests shall be entitled to vote. However, absent special circumstances, Membership Interests of the Company shall not be entitled to vote if they are owned, indirectly or directly, by a subsidiary of the Company, and no such Membership Interests shall be counted in determining the number of outstanding Membership Interests of the Company at any given time for all purposes related to

voting or the existence of a quorum. If a Member's interest is terminated subject to section 15.1, such Member shall no longer be entitled to vote.

Membership Interests standing in the name of another corporation, partnership or limited liability company, domestic or foreign, may be voted by such officer, partner, agent, manager or proxy as the By-Laws, partnership agreement or operating agreement of such corporation, partnership, or limited liability company may prescribe or, in the absence of a By-Law, operating or partnership agreement provision, as the Board of Directors, partners or Governors (or, in the case of a member-managed limited liability company, the members) of such corporation or limited liability company may determine, as applicable. The Company may rely on the representation of such officer, partner, agent, manager or proxy as to the authority unless such authority is questioned. Except where the Act or the LLC Documents require a larger or smaller proportion, the Members shall take action by the affirmative vote of the Members holding a majority of the voting power present and entitled to vote on that item of business in a meeting in which a quorum is present.

Section 9.11 – Discharge of Duties

A Member shall discharge his duties as a Member in accordance with the provisions of the Act, subject to the following:

(a) 75% of the voting power held by the Members may authorize or ratify, after full disclosure of all material facts, a specific act or transaction that would otherwise violate the duty of loyalty.

(b) The performance of the obligation of good faith and fair dealing under § 48-249-403(d) shall be measured in accordance with the following standards (which are not manifestly unreasonable):

Members shall act with honesty and candor and in conformity with standards of conduct generally applied in the healthcare education and software development field.

ARTICLE X
BOARD OF DIRECTORS

Section 10.1 – Board of Directors

Except as otherwise expressly provided in this Agreement (including without limitation in Section 10.14 below) or the Act, the business and affairs of the Company shall be managed by or under the direction of the Board of Directors. The Board of Directors shall consist of four (4) individual(s). A Director need not be a resident of this state or a Member of the Company. A Director must be a natural person. The terms of all Directors shall expire at the next annual Members' meeting following their election, at which time elections will be held for a new Board of Directors. Despite the expiration of a Directors term, each Director shall continue to serve until a successor is elected and qualified or until there is a decrease in the number of Directors. Unless the LLC Documents provide otherwise, the Board of Directors may fix the compensation of Directors for the following Board. Such compensation shall be subject to approval by the Members.

The following individuals are hereby elected as the Company's initial Board of Directors:

Matthew Arthur Bell, BSN, RN

Chayawat Indranoi, MIE
Xueping Li, Ph.D.
Tami Hodges Wyatt, Ph.D., RN, CNE

The following individual is hereby elected as the President of the Board of Directors:

Tami Hodges Wyatt, Ph.D., RN, CNE

Section 10.2 Advisory Board

The Board of Directors shall also appoint four (4) individuals to serve in an advisory capacity on an Advisory Board. A member of the Advisory Board need not be a resident of this state or a Member or Holder of Financial Interest of the Company. The four individuals on the Advisory Board shall not also be members of the Board of Directors. The Advisory Board shall be appointed by the Board of Directors.

Section 10.2 – Resignation

A Director may not resign from the Board unless the Director is withdrawing as a Member pursuant to Section 15.1. In which case, resignation shall be accepted by approval of all of the Directors.

Section 10.3 – Removal of Directors

Members may not remove a Director unless by acceptance of resignation pursuant to Section 10.2.

Section 10.4 – Vacancies

If a vacancy occurs on the Board of Directors, either the Members or the Board of Directors may fill the vacancy. If the Directors remaining in office constitute fewer than a quorum of the Board, they may fill the vacancy by the affirmative vote of a majority of the Directors remaining in office. If the vacant office was held by a Director elected by a class of Members, only the Members within that class shall be entitled to vote to fill the vacancy if it is filled by the Members.

Section 10.5 – Regular Meetings

Regular meetings of the Board of Directors shall be held in or out of the State of Tennessee each and every year immediately following the adjournment of the annual meeting of Members of the Company. Regular meetings of the Board of Directors shall be held without notice of the date, time, place or purpose of the meeting.

Section 10.6 – Special Meetings

Special meetings of the Directors may be called by the President, or by the lesser of a majority of the Directors or any two (2) Directors.

Section 10.7 – Notice of Meetings

Special meetings of the Board of Directors shall be preceded by at least [two (2)] days' notice of the date, time, and place of the meeting. The notice need not describe the purpose of the special meeting, unless one of the purposes is removal of one (1) or more Directors. Notice shall be in writing. Notice of an adjourned meeting need not be given if the time and place to which the meeting is adjourned are fixed at the meeting at which the adjournment is taken, and if the period of adjournment does not exceed one (1) month for any one (1) adjournment.

Section 10.8 – Participation by Electronic Communication

The Board of Directors shall permit any or all Directors to participate by or conduct the meeting through the use of any means of communication by which all Directors participating may simultaneously hear each other during the meeting. A Director participating in a meeting by this means shall be deemed to be present in person at the meeting and the minutes may reflect such.

Section 10.9 – Action Without Meeting

Any action required or permitted to be taken at a Board of Directors' meeting may be taken without a meeting by the affirmative vote of the number of Directors that would be necessary to authorize or to take such action at a meeting of the Board approving such action. The action must be evidenced by one (1) or more written consents describing the action taken, signed by each Director in one (1) or more counterparts, and shall be included in the minutes or filed with the Company records reflecting the action taken. Action taken under this section shall be effective when the last required Director signs the consent, unless a different effective time is provided in the written action. A consent signed under this section shall have the effect of a meeting vote and may be described as such in any document. Any action requiring a meeting by the Board of Directors may be satisfied by a consent under this Section.

Section 10.10 – Waiver of Notice

A Director may waive any notice required by the LLC Documents or the Act, before or after the date and time stated in the notice. The waiver must be in writing, signed by the Director entitled to the notice, and filed with the minutes or other records of the Company. A Director's attendance at or participation in a meeting waives any required notice to the Director of the meeting unless the Director at the beginning of the meeting (or promptly upon arrival) objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to any action taken at the meeting.

Section 10.11 – Quorum and Voting

A quorum of the Board of Directors shall consist of a majority of the fixed number of Directors. If a quorum is present when a vote is taken, the affirmative vote of a majority of Directors present, or such greater vote required under the LLC Documents, shall be the act of the Board of Directors. A Director who is present at a meeting of the Board of Directors when action is taken shall be deemed to have assented to the action taken unless: (i) the Director objects at the beginning of the meeting (or promptly upon arrival) to holding it or transacting business at the meeting; (ii) the Director's dissent or abstention from the action taken is entered in the minutes of the meeting; or (iii) the Director delivers written notice of dissent or abstention to the presiding officer of the meeting before its adjournment or to the Company immediately after

adjournment of the meeting. The right of dissent or abstention shall not be available to a Director who votes in favor of the action taken.

Section 10.12 – Committees

The Board of Directors may create one (1) or more committees. A committee may consist of one (1) member. All members of committees of the Board of Directors must be members of the Board of Directors and shall serve at the pleasure of the Board of Directors; provided, that non-Directors may serve on any special litigation committees. The creation of a committee and appointment of a member or members to it must be approved by a majority of all the Directors in office when the action is taken. The provisions of the LLC Documents which govern meetings, action without meetings, notice and waiver of notice, and quorum and voting requirements of the Board of Directors shall apply to committees and their members as well. To the extent specified by the Board of Directors, each committee may exercise the authority of the Board of Directors.

Section 10.13 – Discharge of Duties

A Director shall discharge his duties as a Director in accordance with the provisions of the Act, subject to the following:

The performance of the Director's obligation of good faith and fair dealing under § 48-249-403(i)(4)(a) shall be measured in accordance with the following standards (which are not manifestly unreasonable):

Directors shall act with honesty and candor and in conformity with standards of conduct generally applied in the healthcare education and software development field.

Section 10.14 – Limitation of Powers

Anything in this Agreement to the contrary notwithstanding, none of the following actions shall be taken by the Board of Directors on behalf of the Company without the prior written consent and approval of a Majority in Interest of the Members:

(a) The purchase, leasing by the Company as lessee, or other acquisition of any real property;

(b) The borrowing of any sums by the Company other than from trade creditors in the ordinary course of business, or the mortgage, pledge, or encumbrance of any assets of the Company with respect to any such borrowing;

(c) Any commingling of the Company's funds with those of any other person or use of the Company assets except for the exclusive benefit of the Company;

(d) The sale, transfer, exchange, or leasing (other than leases to tenants for actual occupancy) of the Property or any part thereof or any interest therein;

(e) The expenditure or the obligation or commitment of the Company to expend an amount in excess of **Twenty Five Thousand Dollars ($25,000)** with respect to any one capital expenditure except if, in the reasonable opinion of the Managers, such expenditure, obligation or commitment must be incurred on an emergency basis to protect and preserve the Property from damage, to prevent a default in any lease of the Property, or to protect the Company or any person or other property from damage or threatened damage;

(f) Except as otherwise provided in Article XVII, the issuance of any additional interests in the Company, whether a Financial Rights interest or a Membership Interest, or any instruments evidencing rights or options to subscribe for, purchase or receive any interest in the Company convertible into, or exchangeable for, an interest in the Company, whether a Financial Rights interest or a Membership Interest and whether issued for cash, property or otherwise.

ARTICLE XI
OFFICERS

Section 11.1 – Powers

The day to day management and control of the Company, and its business and affairs, shall be conducted or exercised by, or under the direction and authority of, the officers. The officers shall have the rights, powers, and duties which may be possessed by officers under the Act, and such other rights, powers, and duties specified in this Agreement or designated by the Members, or which are necessary, advisable or convenient to the discharge of their duties under this Agreement. Only the officers of the Board of Directors shall have the authority to make contracts on behalf of the Company in the ordinary course of business.

Section 11.2 – Election and Term

At any special meeting of the Board, the Board shall elect a President and a Secretary and such other officers as the Board may determine, who may include one or more vice presidents, a treasurer, a controller and one or more assistant treasurers, and assistant secretaries. Each officer shall serve until his successor is elected and qualified or until his earlier resignation or removal as set forth in Section 11.6. Any number of offices may be held by the same person, except the offices of President and Secretary.

Section 11.3 – Duties

The duties and powers of the officers shall be as follows:

(a) President. The President shall be the chief executive officer of the Company, and, as such, shall be primarily responsible for the general management of the business of the Company and for implementing the policies and directives of the Board. The President shall have authority to make contracts on behalf of the Company in the ordinary course of the Company's business, shall be responsible to effect all orders and resolutions of the Members, shall sign and deliver in the name of the Company any deeds, mortgages, bonds, contracts, or other instruments pertaining to the business of the Company except as otherwise delegated or provided by law, shall preside at all meetings of the Members and the Board during the absence or inability of the chairman of the Board and shall perform such other duties as from time to time may be assigned by the Board.

(b) Vice-Presidents. The Company may have one or more Vice-President(s) who shall exercise the functions of the President during the absence or disability of the President and shall perform such other duties as may be assigned by the President or the Board, if any.

(d) Treasurer. The Treasurer, if any, shall be the chief financial officer of the Company, and, as such, shall have general supervision over the funds of the Company and the investment or deposit thereof, shall advise the officers and, if requested, the Board regarding the financial condition of the Company, and perform such other duties as may be assigned by the President or

the Board, if any.

(e) Controller. The Controller, if any, shall be the chief accounting officer of the Company with general supervision over the accounting books and records of the Company. The Controller shall be responsible for maintaining proper internal controls over the assets of the Company and preparing accurate financial statements and performing such other duties as may be assigned by the President or the Board, if any.

(f) Secret ary. The Secretary shall attend all meetings of the Members, the Board, and any committees of the Board, and shall prepare minutes or records of proceeding of all such meetings in a book to be kept for that purpose. The Secretary shall give, or cause to be given, such notices as may be required of all meetings of the Members, the Board, and any committees of the Board, shall authenticate and certify records and proceedings of the Company, shall keep accurate membership records for the Company, and shall perform such other duties as may be assigned by the President or the Board, if any.

(g) Discharge of Duties. An officer shall discharge the duties of an office in accordance with the provisions of the Act, subject to the following:

The performance of the obligation of good faith under § 48-249-403(j)(1) shall be measured in accordance with the following standards (which are not manifestly unreasonable):

Officers shall act with honesty and candor and in conformity with standards of conduct generally applied in the healthcare education and software development field.

Section 11.4 – Compensation

The salaries and other compensation of the officers shall be as determined by the Board from time to time.

Section 11.5 – Removal

The Board may not remove any officer unless the officer has committed a Breach of this Agreement, including any violation of Section 15.1.

Section 11.6 – Resignation

An officer may request to resign by written notice to the Board. A Majority of the Board shall decide whether to accept the resignation.

ARTICLE XII
INDEMNIFICATION

Subject to any limitations set forth in the LLC Documents, the Company shall indemnify and advance expenses to each present and future Member of the Company (and, in either case, his heirs, estate, personal representatives or administrators) to the full extent allowed by the laws of the State of Tennessee, both as now in effect and as hereafter adopted. The Company may indemnify and advance expenses to any employee or agent of the Company who is not a Member (and his heirs, estate, personal representatives or administrators) to the same extent as to a Member, if a Majority in Interest of the disinterested Members determine that it is in the best interests of the Company to do so. Subject to the restrictions set forth in T.C.A. §§ 48-249-115(i)(1)(A), (B) or (C), the Company shall also have the power to contract with any individual Member, Director, Officer, employee, or agent for whatever additional indemnification the

Board shall deem appropriate.

ARTICLE XIII
DISPOSITION OF MEMBERSHIP INTERESTS

Section 13.1 – Restrictions on Transfer

(a) General Restriction on Transfer. Except as otherwise permitted by this Agreement, no Member and no person who acquires an interest in or legal or beneficial title to all or any part of a Membership Interest in the Company (a "Transferee") (i) by a voluntary transfer of such Membership Interest from a Member (such transfer being referred to herein as a "Voluntary Transfer" and such transferee as a "Voluntary Transferee") or (ii) by virtue of any transfer or disposition thereof under judicial order, legal process, execution, attachment, or enforcement of a pledge, trust or other security interest or by operation of law (such transfer being referred to herein as an "Involuntary Transfer" and such transferee as an "Involuntary Transferee"), may sell, assign, pledge, hypothecate, give, bequeath or otherwise transfer or dispose of (the foregoing hereinafter collectively referred to as a "Transfer") all, or any portion, of an interest presently held, or hereafter acquired, by such Member or Transferee unless such Transfer is effected as provided herein and in the other provisions of this Article XIII. In the event that any Transfer of an interest in the Company is made to an incompetent, including but not limited to a minor, the personal representative of such incompetent shall be entitled to, and shall, act on behalf of such incompetent in complying with the provisions of this Agreement.

(b) Absolute Restriction on Transfer. Notwithstanding anything herein to the contrary, no Member or Assignee (including without limitation a Transferee) may Transfer all or a portion of the Member's or Assignee's Membership Interest unless such Transfer complies with the provisions of this Agreement and the Act, including without limitation the provisions of this Article XIII. No Transfer of a Membership Interest may be made: without an opinion of counsel satisfactory to the Members that such Transfer is subject to an effective registration under, or exempt from the registration requirements of, the applicable state and federal securities laws; unless and until the Company receives from the Assignee the information and agreements that the Members may reasonably require, including but not limited to any taxpayer identification number and any agreement that may be required by any taxing jurisdiction; unless and until the Transfer is approved by the Directors, exclusive of the voting power held by the Member seeking to make the Transfer (in the event of a Transfer of Governance Rights to a person or entity not already a Member of the Company); and unless and until the Member or Assignee seeking to make the disposition has complied with the buy-sell provisions set forth in this Article XIII.

Section 13.2 – Agreement of Transferees; Status of Transferee

Notwithstanding the provisions of Sections 13.1(a) and 13.1(b), legal or beneficial title to any interest in the Company may not be Transferred to, or acquired by, any Transferee unless and until such Transferee has executed and delivered to the Company a counterpart to this Agreement evidencing such Transferee's consent to be bound by all of the terms of this Agreement. Any person whose admission to the Company shall have been approved shall become a substitute or additional Member only after (i) the above conditions with respect to execution of required instruments shall have been satisfied; and (ii) such person shall have paid all reasonable legal fees and filing costs in connection with his substitution as a substituted or additional Member; provided, however, that for purposes of allocating profits and losses and

distributing cash and making additional capital contributions required hereunder, a person shall be treated as having become a Member on the date of the instruments of Transfer.

Section 13.3 – Effect of Purported Transfer

Any purported Transfer of a Membership Interest in violation of this Agreement shall be of no force or effect, and no such Transfer shall be made or recorded on the books of the Membership. Each Member agrees that monetary damages for violation of this Agreement is not an adequate remedy and, therefore, any Transfer or threatened Transfer in violation of this Agreement may and should be enjoined. Any purported Transfer in violation of this Agreement will not affect the beneficial ownership of a Membership Interest and the Member making the purported Transfer shall retain the right to share in, and shall be allocated, the profit, loss, Net Cash Flow of the Company as otherwise provided herein, and the Company shall continue as a limited liability company. Additionally, the Member making the purported Transfer shall continue to report his share of profit, gain or loss of the Membership in accordance with the applicable provisions of the Code.

Section 13.4 – Sale on Triggering Event

(a) Triggering Event. In the event of the occurrence of any Triggering Event as to a Member (the "Affected Member"), the other Members shall have an option to purchase all (but not less than all) of the Membership Interest of such Affected Member, such option to be exercisable by written notice to the Affected Member or his or her personal representative delivered within [sixty (60) days] after the occurrence of the applicable Triggering Event. The purchase price for the Membership Interest to be sold hereunder shall be an amount equal to the Agreed Value of such Membership Interest (as defined in Section 13.4(b)). The Agreed Value shall be determined pursuant to the method described in this Agreement and shall be final and binding on the Members and the Company. At the closing, the Agreed Value shall be paid in the manner described in Section 13.4(c) against delivery of duly executed documents of sale, transfer, and assignment as may be reasonably necessary or appropriate to evidence the Transfer of such Membership Interest free and clear of any encumbrances, liens or restrictions of any nature (other than the restrictions created by the LLC Documents or the Act), and, upon such closing, all of the Members, including the Affected Member, or his personal representative, shall execute, acknowledge, deliver, file, and record in all appropriate public offices such written instrument or instruments as may be required by applicable law to evidence the withdrawal of the Affected Member and the purchase of his Membership Interest by the purchasing Member(s).

(b) Agreed Value. The Agreed Value (the "Agreed Value") of any Membership Interest to be Transferred pursuant to Section 13.4(a) above shall be determined as set forth on Exhibit B attached hereto and incorporated by reference herein. With respect to a Transfer under Section 13.4(a), the Agreed Value shall be calculated as of the end of the calendar month immediately preceding the date of the applicable Triggering Event governed by Section 13.4(a). (For example, if a Triggering Event occurred on November 12, the Agreed Value would be determined as of the immediately preceding October 31.) The selling Member shall be informed of such Agreed Value not later than the **thirtieth (30th) day** following the occurrence of a Triggering Event, with respect to a Transfer under Section 13.4(a).

THE MEMBERS HEREBY WAIVE THE PROVISIONS OF T.C.A. § 48-249-506 AS TO THE DETERMINATION AND PAYMENT OF "FAIR VALUE" FOR ANY MEMBERSHIP INTEREST TO BE TRANSFERRED PURSUANT TO SECTION 13.4(a)

AND AGREE THAT THE FAIR VALUE OF ANY SUCH MEMBERSHIP INTEREST SHALL BE ITS "AGREED VALUE" TO BE DETERMINED AND PAID AS SET FORTH IN THIS AGREEMENT.

(c) Payment of Purchase Price. The Purchase Price of any Membership Interest sold under Section 13.4(a) shall, except as otherwise agreed, be payable by execution and delivery of a Promissory Note ("Note") bearing interest at an annual rate equal to **the Prime Rate**. Such Note shall be amortized over **sixty (60)** equal monthly payments of principal and interest at the aforesaid rate unless the Membership Interest is sold following a Member's Adverse Termination. In that latter event, interest only under the Note shall be payable quarterly; the unpaid principal balance of the Note and accrued and unpaid interest shall be due in a final balloon payment due after **sixty (60) months**; and payments of interest and principal due under the Note shall be payable only to the extent, and out, of the distributions received by the purchasing Member(s) from the Company. Such Promissory Note shall be secured by a collateral assignment of the Membership Interests being purchased (unless the sale follows a Member's Adverse Termination, in which event no security shall be required for such Note). Such Promissory Note and collateral assignment shall be in form and substance reasonably satisfactory to the parties. In addition, the purchaser(s) of any Membership Interest under Section 13.4(a) shall use good faith efforts to have the selling Member released from (and shall indemnify and hold harmless the selling Member from and against any liability under) any guaranty by the selling Member of any Company debts and obligations (unless the sale follows a Member's Adverse Termination in which event the purchaser(s) have no such obligation to attempt to obtain the selling Member's release from any such guaranty). Such closing shall occur on or before the ninetieth (90th) day following occurrence of a Triggering Event, with respect to a Transfer under Section 13.4(a).

Section 13.5 – Right of First Refusal

If a Member (a "Transferring Member") decides to effect a Voluntary Transfer of all or any portion of such Transferring Member's Membership Interest during his or her lifetime and is in receipt of a bona fide written offer to purchase same from a third party (including a Permitted Transferee of such Transferring Member or another Member) ("Third Party Purchaser"), or if such Transferring Member desires to dispose of such Membership Interest by gift or otherwise without consideration (except that disposition of all or any portion of the Membership Interest of any Member to a Permitted Transferee without consideration shall be permitted without triggering a right of first refusal under this Section 13.5 as long as such Transfer complies with Section 13.1(b) and such Permitted Transferee has complied with the provisions of Section 13.2), such Transferring Member shall first give notice ("Third Party Sale Notice") to the other Members of such intent to Transfer his interest in the Company specifying the date of the proposed Transfer (which shall not be less than **thirty (30) days** after the receipt of such notice), the identity of the proposed Transferee, and the consideration and terms and conditions of payment to be received upon such Transfer (such price, terms and conditions of payment being hereinafter referred to collectively as the "Offering Price"). Such Third Party Sale Notice by the Transferring Member shall constitute an offer to sell to the other Members ("Offerees") all (but not less than all) of that portion of such Transferring Member's Membership Interest in the Company proposed to be transferred at the Offering Price. For a period of **thirty (30) days** after the receipt of such notice ("Option Period"), the Offerees shall have the right to elect to purchase all (but not less than all) of that portion of such Transferring Member's Membership Interest in the Company proposed to be transferred for the Offering Price. Each Offeree shall have the right

to purchase his Pro Rata Share of that portion of such Transferring Member's interest in the Company proposed to be transferred. If one or more of the Offerees does not purchase his or its Pro Rata Share of such interest of the Transferring Member, then that share shall be divided among those of the other Offerees electing to purchase a portion of such interest of the Transferring Member, to be allocated pro rata among such other Offerees, or as they may otherwise agree. In no event shall less than the entire interest proposed to be transferred of the Transferring Member be purchased by the Offerees. If the Offerees desire to accept the offer to sell, such Offerees shall signify such acceptance by written notice to the Transferring Member within the Option Period. The Offering Price paid to the Transferring Member pursuant to this Section 13.5 shall be paid upon the same terms, conditions, and time of payment provided for in the Third Party Sale Notice against duly executed documents of sale, transfer, and assignment as may be reasonably necessary or appropriate to evidence the Transfer of such Membership Interest free and clear of any encumbrances, liens or restrictions of any nature (other than the restrictions created by the LLC Documents or the Act). Upon such closing, in the event of the Transfer of all of a Member's interest in the Company, all of the Members, including the Transferring Member, shall execute, acknowledge, deliver, file, and record in all appropriate public offices, if any, such written instrument or instruments as may be required by applicable law to evidence the withdrawal of the Transferring Members and the purchase of its interest by the purchasing Member(s). Failing such notice of acceptance, the offer shall lapse upon the expiration of the Option Period. Upon the lapse of the offer the Transferring Member shall be free to transfer his Membership Interest proposed to be transferred in strict compliance with the terms and conditions of the Offering Price for a period beginning on the lapse of the offer and ending **thirty (30) days** thereafter, but after such **thirty (30) day** period the restrictions of this Section shall again apply.

Section 13.6 – Pro Rata Shares

If the other Members desire to exercise their option to purchase the Membership Interest of a Member pursuant to either Sections 13.4(a) or 13.5 above, they must acquire their respective Pro Rata Shares of such Membership Interest or otherwise as they may agree in writing among or between themselves. Any notice of option exercise must be signed on behalf of all such other Members whom such exercise notice purports to bind.

Section 13.7 – Substitution

Upon effectiveness of a Transfer of a Membership Interest by a Member under this Article XIII, the Company shall execute, file, and record with the appropriate governmental agencies (if any) such documents (including amendments to this Agreement) as may be required to accomplish the substitution or addition of the Transferee as a substituted or new Member. The Company shall treat such person entitled to become a substituted Member, pursuant to the provisions of this Article XIII, as the substituted Member with respect to the interest assigned from the date such assignment is effective under this Article XIII, notwithstanding the time consumed in preparing, filing, and recording the necessary documents with governmental agencies to effectuate the substitution.

Section 13.8 – Legal Effect

Any person admitted to the Company as a substituted Member shall be subject to and bound by all the provisions of this Agreement as if originally a party to this Agreement.

Section 13. 9 – Restrictions Applicable to Holders

Any and all restrictions on Transfer (including without limitation Voluntary Transfer and/ or Involuntary Transfer) and buy-sell rights and obligations imposed by or provided for in this Article XIII shall apply with equal force and effect to any Financial Rights owned by a Holder.

ARTICLE XIV
DEADLOCK

If a Deadlock between the Member(s) occurs, the Secretary will deliver written notice to the rest of the Member(s) that a deadlock exists. If the Deadlock continues for more than **ten (10) days** after delivery of the written notice, any Member may initiate the following provision:

(a) At any time following the date of this Agreement, one or more Member(s) (the "Initiating Member(s)") may give written notice (the "Deadlock Buy-Sell Notice") to the other Member(s) (the "Other Member(s)") of their intent to rely on this Article XIV and to buy all, but not less than all, of the Membership Interests of the Other Member(s) in the Company or to sell all, but not less than all, of their Membership Interests, whereupon the provisions set forth in this Article XIV shall apply.

(b) The Initiating Member(s) shall specify in their Deadlock Buy-Sell Notice the aggregate cash purchase price at which the Initiating Member(s) value all of the issued and outstanding Membership Interests (the "Stipulated Value").

(c) Upon receipt of the Deadlock Buy-Sell Notice, the Other Member(s) shall then be obligated either:

(i) To sell to the Initiating Member(s) for cash all of their Membership Interests at a price equal to the Stipulated Value multiplied by the Percentage Interest in Financial Rights of each of the Other Member(s); or

(ii) To purchase the Membership Interests in the Company of the Initiating Member(s) for cash at a price equal to the Stipulated Value multiplied by the Percentage Interest in Financial Rights of each of the Initiating Member(s).

(d) The response of each Other Member(s) shall be governed by and be subject to the following terms and provisions:

(i) References in this Article XIV to the "Initiating Member(s)", "other Member(s)", "Other Member(s)", or other similar phrases shall be deemed to refer to only one such Member if that be the case. If there is only one such Member who qualifies as the "Other Member(s)" at the time of the giving of the Deadlock Buy-Sell Notice, such Other Member shall notify the Initiating Member(s) of his election to sell or purchase within **sixty (60) days** after the date of the giving of the Deadlock Buy-Sell Notice ("Response Deadline"). Failure to give notice by the Response Deadline shall be an election by such Other Member not to purchase, in which event the Initiating Member(s) shall purchase all, but not less than all, of the Membership Interests of such Other Member, as aforesaid, ratably among themselves (based on their respective Pro Rata Shares) or as they may otherwise agree in writing among themselves; and if any of the Initiating Member(s) fails to so purchase, or if such Other Member elects to purchase and fails to do so, such

failure shall constitute a breach of this Agreement by the Member so failing to purchase.

(ii) If at the time of the giving of a Deadlock Buy-Sell Notice there is more than one Member that qualifies as "Other Member(s)," no one of such Other Member(s) shall have the right to respond to the Deadlock Buy-Sell Notice without complying with the terms and provisions of this subparagraph (ii). Any of such Other Member(s) that desires to purchase in response to a Deadlock Buy-Sell Notice must, by the **thirtieth (30th) day** after the date of the giving of the Deadlock Buy-Sell Notice, notify all Other Member(s) of its desire to purchase, and any of such Other Member(s) that does not give such notice within said **thirty (30) day** period shall be deemed to have elected not to purchase. If any of such Other Member(s) gives notice during said **thirty (30) day** period of election to purchase, then (A) the Other Member(s) that do not elect to purchase shall be neither sellers nor purchasers but shall retain their respective rights, titles, and interests hereunder, and (B) all such Other Member(s) that have elected to purchase shall join in giving to the Initiating Member(s) written notice of election to purchase on or before the Response Deadline. Failure to give notice within the required time period shall be an election by such Other Member(s) not to purchase, in which event the Initiating Member(s) shall purchase all, but not less than all, of the Membership Interests of the Other Member(s), as aforesaid; and if the Initiating Member(s) fail to so purchase, or if any of the Other Member(s) elects to purchase and fails to do so, such failure shall constitute an event of default under this Agreement by the Member so failing to purchase. The Other Member(s) that elect to purchase shall acquire all of the Initiating Member(s)' interests in the Company ratably among themselves (based on their respective Pro Rata Shares) or as they may otherwise agree in writing among themselves.

(iii) The closing of any sale or purchase under this Article XIV shall take place within **thirty (30) days** after the earlier of (i) the date the Other Member(s) notify the Initiating Member(s) of their decision, or (ii) the Response Deadline, if the Other Member(s) fail to give the required notice of election to purchase by that time. At the closing of any sale hereunder, the purchase price shall be paid by wire transfer or cashier's or certified check or in such other manner as is agreed by the Members participating in such transfer.

(iv) Any Member who is obligated under this Article XIV to purchase the Membership Interest of another Member may assign that purchase right and obligation to a third party, so that the third party shall acquire the Membership Interest in question; provided, that the assigning Member shall not be released from liability for completing such purchase; and provided, further, that any such third party assignee who acquires a Membership Interest pursuant to this Article XIV shall not be admitted as a Member until approved as a Member by all other Members (excluding the Member whose Membership Interest was acquired by such a third party).

If no Member initiates the Buy-Sell Notice, any dispute will be resolved by arbitration pursuant to Section 19.6.

ARTICLE XV

TERMINATION OF A MEMBER'S MEMBERSHIP INTEREST AND EXPULSION OF A MEMBER

Section 15.1 – Termination

A Member shall have the power, but not the right, to withdraw from the Company by express will or otherwise terminate the Member's Membership Interest in the Company. Each Member hereby agrees that the Members have entered into this Agreement based on their mutual expectation that all Members will continue as Members and carry out the duties and obligations undertaken by them under the LLC Documents. Each Member covenants and agrees that, without the consent of all of the other Members, such Member will not withdraw from the Company by express will or otherwise permit an Adverse Termination to occur as to such Member. Any violation of this Section 15.1 by a Member shall be a Breach of this Agreement.

ARTICLE XVI
CONSEQUENCES OF BREACH

Notwithstanding anything to the contrary in the Act, and in addition to any other rights or remedies available under this Agreement or otherwise available at law or in equity for any Breach, any Breaching Member shall be subject to this Article XVI. In such event, at the election and sole discretion of a **Majority in Interest** of the other Members, one or more of the following shall occur:

(a) The Breaching Member shall immediately cease to be a Member and shall have no further power to vote, act for or bind the Company;

(b) The Breaching Member shall be liable in damages, without the requirement of a prior accounting, to the Company or any other Member for all costs and liabilities that the Company or such other Member may incur as a result of such Breach and the Company or such other Member may offset the amount of its damages against any sums whatsoever due from the Company or such other Member to the Breaching Member (including without limitation any against sums due as Compensation, distributions or purchase price for the Breaching Member's Membership Interests);

(c) The Company shall have no obligation to pay to the Breaching Member his contributions, capital or profits, but may, by notice to the Breaching Member, elect to purchase the Membership Interest of the Breaching Member pursuant to the procedure set forth in Section 13.4(a) hereof;

(d) If the Company does not elect to purchase the interest of the Breaching Member pursuant to subsection 16(c) or Section 13.4(a) hereof, the Company shall treat the Breaching Member as if he were an unadmitted assignee of the Membership Interest of the Breaching Member and shall make distributions to the Breaching Member of those amounts otherwise payable with respect to such Membership Interest pursuant to this Agreement;

(e) The Company may apply any distributions otherwise payable with respect to such Membership Interest (including any payments of the Purchase Price pursuant to Section 13.4(c) hereof) to satisfy any claim it may have against the Breaching Member;

(f) [The Breaching Member shall have no right to inspect the Company's books or records or obtain other information concerning the Company's operations, except that the

Breaching Member shall be provided tax information to the extent expressly required by Section 4.2; and

(g) The Breaching Member shall continue to be liable to the Company for any unpaid capital contributions required by this Agreement.

ARTICLE XVII
ADMISSION OF ASSIGNEES AND ADDITIONAL MEMBERS

Section 17.1 – Rights of Assignees

The Assignee of all or any portion of a Membership Interest has no right to participate in the management of the business and affairs of the Company or to become a Member. The Assignee is only entitled to receive the distributions and return of capital, and to be allocated the Net Profits and Net Losses attributable to the Membership Interest, to the extent assigned.

Section 17.2 – Admission of Assignees

An Assignee of a Membership Interest shall be admitted as a new Member and admitted to all the rights of the Member who initially assigned the Membership Interest only with the approval of **all of the Directors**. The **Board** may grant or withhold the approval of such admission for any in their sole and absolute discretion. If so admitted, the substituted Member has all the rights and powers and is subject to all the restrictions and liabilities of the Member originally assigning the Membership Interest. The admission of a substituted Member, without more, shall not release the Member originally assigning the Membership Interest from any liability to the Company that may have existed prior to the approval.

Section 17.3 – Admission of Additional Members

The **Board** must approve the admission of additional Members and determine the Membership Interests and Capital Contributions of such Members.

ARTICLE XVIII
DISSOLUTION AND WINDING UP

Section 18.1 – Dissolution

The Company shall be dissolved and its affairs wound up, upon the first to occur of the following events (which, unless the Members agree to continue the business, shall constitute Dissolution Events):

(a) by affirmative vote of **a Majority in Interest** of the Members entitled to vote; or

(b) as otherwise may be required by law.

Section 18.2 – Effect and Notice of Dissolution

If dissolution occurs pursuant to Section 18.1(a), or (b), the Company shall deliver a notice of dissolution to the Secretary of State for filing, in accordance with the Act. Upon dissolution, the Company shall cease carrying on the Company business, except insofar as may be necessary for the winding up of its business, but the Company is not terminated, and continues until the winding up of the affairs of the Company is completed and articles of termination have been accepted by the Secretary of State for filing.

Section 18.3 – Distribution of Assets on Dissolution

Upon the winding up of the Company, the Company's property shall be distributed:

(a) to creditors, including Members who are creditors, to the extent and in the order permitted by law, in satisfaction of the Company's liabilities; and

(b) to Members in accordance with positive Capital Account balances taking into account all Capital Account adjustments for the Company's taxable year in which the liquidation occurs. Liquidation proceeds shall be paid **within sixty (60) days** of the end of the Company's taxable year or, if later, **within ninety (90) days** after the date of liquidation. Such distributions shall be in cash or Property (which need not be distributed proportionately) or partly in both, as determined by the Members.

Section 18.4 – Winding Up and Articles of Termination

The winding up of the Company shall be completed when all debts, liabilities, and obligations of the Company have been paid and discharged or reasonably adequate provision therefore has been made, and all of the remaining property and assets of the Company have been distributed to the Members. Upon the completion of winding up of the Company, articles of termination shall be delivered to the Secretary of State for filing to the extent required by the Act. The articles of termination shall set forth the information required by the Act.

ARTICLE XIX
MISCELLANEOUS PROVISIONS

Section 19.1 – Entire Agreement

This Agreement represents the entire agreement among all the Members and between the Members and the Company. This Agreement may only be amended by a written amendment executed by **a Majority in Interest** of the Members. The Operating Agreement of the Company must be in writing.

Section 19.2 – No Partnership Intended for Nontax Purposes

The Members have formed the Company under the Act, to be treated as a partnership for tax purposes only under the Code, and expressly do not intend hereby to form a partnership under either the Tennessee Revised Uniform Partnership Act or the Tennessee Revised Uniform Limited Partnership Act. The Members do not intend to be partners one to another, or partners as to any third party. To the extent any Member, by word or action, represents to another person that any other Member is a partner or that the Company is a partnership, the Member making such wrongful representation shall be liable to any other Member who incurs personal liability by reason of such wrongful representation.

Section 19.3 – Rights of Creditors and Third Parties

The Agreement is entered into among the Members for the exclusive benefit of the Company, its Members, and their successors and assignees. This Agreement is expressly not intended for the benefit of any creditor of the Company or any other Person. Except and only to the extent provided by applicable statute, no such creditor or third party shall have any rights under this Agreement or any agreement between the Company and any Member with respect to

any Capital Contribution or otherwise.

Section 19.4 – Counterparts

This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed to be an original.

Section 19.5 – Notices

Any notice to be given hereunder shall be deemed to have been properly given if in writing and if delivered personally, or sent by registered or certified mail, postage prepaid and correctly addressed, or sent by overnight express delivery by a nationally recognized carrier, or sent by facsimile, to the Company at its office address and to the Members at their addresses set forth on Exhibit A and shall be effective upon delivery, if personally delivered, or when deposited in the mail or with the overnight delivery service or faxed, if mailed, delivered or faxed in accordance herewith. Any party may change its address for notices by delivering written notice of its new address to the Company and other Members in accordance with this Agreement.

Section 19.6 – Arbitration

(a) Except as expressly set forth below in Subsection 19.6(b), any claim or controversy whatsoever between or among any of the parties hereto and arising out of or relating to this Agreement, or the interpretation or enforcement hereof, or the conduct of the Company's business, shall be settled by binding arbitration as set forth below:

> The parties to any such dispute shall select a member of the Knoxville Bar Association mutually agreeable to them who shall arbitrate such controversy in Knoxville, Tennessee and render a decision thereon in accordance with the Uniform Arbitration Act enacted in Tennessee at T.C.A. Section 29-5-301 et seq., as now in effect or hereafter amended. Such arbitrator's decision shall be final and binding on the parties. In the event that the parties are unable to agree upon the selection of an arbitrator, then any of such parties may petition the Chancery Court of Knox County, Tennessee to appoint an arbitrator to arbitrate such controversy in Knoxville, Tennessee and in accordance with this provision, pursuant to the terms of T.C.A. Section 29-5-304, as now in effect or hereinafter amended. In such event, the decision of the arbitrator so appointed shall be final and binding on the parties.

(b) Notwithstanding the provisions of Section 19.6(a), the Company or any Member shall be entitled to obtain (i) injunctive relief against threatened conduct that will cause the Company or such Member loss or damage, (ii) injunctive relief against any threatened violation of any provision in Article XIII hereof, and/or (iii) specific performance to enforce the provisions in Article III, in each case under the usual rules of law and equity, including without limitation the applicable rules for obtaining specific performance, restraining orders, and preliminary and permanent injunctions.

Section 19.7 – Litigation and Arbitration Costs

In the event of any litigation or arbitration between or among any parties hereto arising out of or relating to this Agreement, the interpretation or enforcement hereof, or the conduct of

the Company's business, the judge or arbitrator may in his or her discretion require the nonprevailing party or parties to pay the litigation or arbitration expenses (including without limitation the reasonable attorneys fees) of the prevailing party or parties.

Section 19.8 – Governing Law

This Agreement and the rights of the parties under this Agreement will be governed by, interpreted, and enforced in accordance with the laws of the State of Tennessee, without regard to the conflicts of law principles of any jurisdiction.

Section 19.9 – Binding Effect; Conflicts

Subject to the provisions of this Agreement relating to transferability, this Agreement will be binding upon and inure to the benefit of the Members, and their respective distributees, successors, and assigns. This Agreement is subject to, and governed by, the Act and the Articles. In the event of a direct conflict between the provisions of this Agreement and the nonwaivable provisions of the Act set forth in T.C.A. § 48-249-205(b) or the provisions of the Articles, the nonwaivable provisions of the Act or the Articles, as the case may be, will be controlling. Conversely, in the event of a direct conflict between the provisions of this Agreement and the waivable provisions of the Act, the provisions of this Agreement will be controlling.

Section 19.10 – Headings; Interpretation

All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. The singular shall include the plural, and the masculine gender shall include the feminine and neuter, and vice versa, as the context requires.

Section 19.11 – Severability

If any provision of this Agreement is held to be illegal, invalid, unreasonable, or unenforceable under the present or future laws effective during the term of this Agreement, such provision will be fully severable; this Agreement will be construed and enforced as if such illegal, invalid, unreasonable, or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid, unreasonable, or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid, unreasonable, or unenforceable provision, there will be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid, unreasonable, or unenforceable provision as may be possible and be legal, valid, reasonable, and enforceable.

Section 19.12 – Additional Documents and Acts

Each Member agrees to promptly execute and deliver to the Company such additional documents, statements of interest and holdings, designations, powers of attorney, and other instruments, and to perform such additional acts, as the Company may determine to be necessary, useful or appropriate to complete the organization of the Company, effectuate, carry out, and perform all of the terms, provisions, and conditions of this Agreement and the transactions contemplated by this Agreement, and to comply with all applicable laws, rules, and regulations.

ARTICLE XX

ADVICE OF COUNSEL

Each person signing this Agreement:

(a) understands that this Agreement contains legally binding provisions;

(b) is advised, and has had the opportunity, to consult with that person's own attorney;

(c) has either consulted with the person's own attorney or consciously decided not to consult with the person's own attorney; and

(d) acknowledges that **Rachel Lokitz and Hannah Lowe, Student Attorneys, University of Tennessee Legal Clinic, under the supervision of Brian Krumm, Supervising Attorney**, have acted as counsel to the Company in this matter and have not advised any other party in this matter. Each other party has consulted with its own separate legal counsel in connection herewith.

ARTICLE XXI
INVESTMENT REPRESENTATIONS

Each of the Members represents that he is acquiring his interest in the Company for his own account for investment and not with a view to the distribution or resale thereof, in whole or in part, and represents that he and his representative, if any, have had a full opportunity to ask questions of and receive answers from the Company, concerning the terms and conditions of such investment and that all questions have been answered to his full satisfaction.

ARTICLE XXII
CONFIDENTIALITY

Each Member agrees that it will keep confidential and will not disclose, divulge or use in any manner (other than for Company purposes) any confidential, proprietary or secret information which such Member may obtain from the Company, including without limitation any such information obtained from financial statements, reports, and other materials submitted by the Company to such Member pursuant to this Agreement, or pursuant to visitation or inspection rights granted hereunder, unless such information (a) was in such Member's possession prior to disclosure of such information to such Member by the Company hereunder, (b) was generally known to the public at the time of disclosure of such information to such Member by the Company hereunder, or becomes generally known to the public after such disclosure through no act of such Member, (c) has come into the possession of such Member from a third party who to such Member's knowledge is under no obligation to the Company to maintain the confidentiality of such information or (d) is required to be disclosed or used by such Member by law; provided that in the event such Member is ordered to disclose or use such information pursuant to a judicial or governmental request, requirement or order, such Member shall promptly, and in any event prior to complying therewith, notify the Company and take commercially reasonable steps to assist the Company is contesting such request, requirement or order or otherwise protecting the Company's rights.

ARTICLE XXIII
BINDING ON SUBSEQUENT MEMBERS

The provisions of this Agreement shall be binding upon a person who hereafter becomes a Member or Holder without executing this Agreement if the new Member or Holder otherwise complies with the conditions for becoming a Member or Holder set forth in the LLC Documents.

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

MEMBERS

_____ _____

Matthew A. Bell Tami Hodges Wyatt

_____ _____

Chayawat Indranoi Xueping Li

EXHIBIT A

MEMBERS [AND HOLDERS] (AND ADDRESSES FOR NOTICES OF EACH	**INITIAL CAPITAL CONTRIBUTION INCLUDING AMOUNT OF CASH/AGREED VALUE OF OTHER PROPERTY/ SERVICES TO BE CONTRIBUTED AND TIMING OF/CONDITIONS TO SUCH CONTRIBUTIONS**	**PERCENTAGE INTEREST IN FINANCIAL RIGHTS OF MEMBER OR HOLDER**	**PERCENTAGE INTEREST IN GOVERNANCE RIGHTS OF MEMBER**
Matthew Arthur Bell, BSN, RN	$0	25%	25%
Chayawat Indranoi, MIE	$0	25%	25%
Xueping Li, Ph.D.	$0	25%	25%
Tami Hodges Wyatt, Ph.D., RN, CNE	$0	25%	25%

* Tax Matters Member

EXHIBIT B

(a) Subject to the provisions of paragraph (c) below, the Agreed Value of a Membership Interest shall be (i) the Total Value of the Company (defined below) multiplied by (ii) the Percentage Interest in Financial Rights of the Membership Interest being sold ("Agreed Value").

For example, if the Total Value of the Company is $1,000,000 and the Percentage Interest in Financial Rights of the Membership Interest being sold is 25%, then the Agreed Value of such Membership Interest is $1,000,000 multiplied by 25%, or $250,000.

(b) For purposes of paragraph (a) above, the Total Value of the Company ("Total Value") shall be determined as follows:

> The Total Value of the Company shall equal the net book value of all the Company's property plus the "excess market value," if any, for such property, all as shown in the books and records of the Company, as of the applicable date of determination pursuant to Section 13.5. The determination of Total Value by [the Board (or if the Board elect not to make such determination)] the CPA firm then servicing the Company's account shall, in the absence of manifest error, be final and binding on each of the Members and the Company for purposes of determining the Total Value and Agreed Value.

(c) Notwithstanding the foregoing, the Agreed Value of the Membership Interest of a Breaching Member shall be the lesser of (i) the Agreed Value of such Membership Interest determined in accordance with paragraphs (a) and (b) above, or (ii) the value of such Breaching Member's capital account in the Company for federal income tax purposes as reflected in the Company's records.

NONDISCLOSURE AND ADVISORY BOARD MEMBER AGREEMENT

ICARE ACADEMIC LIMITED LIABILITY COMPANY

THIS NONDISCLOSURE AND ADVISORY BOARD MEMBER AGREEMENT (the "***Agreement***") is made as of the date below (the "***Effective Date")*** by and between ICARE ACADEMIC, LLC., a Tennessee Limited Liability Company ("***Company***"), and the party listed as Advisor on the signature page ("***Advisor***" and together with the Company, a "***Party***"). The Company and the Advisor are entering into this Agreement in connection with Advisor's capacity as Member of the Advisory Board of iCare Academic, LLC.

1. **Role of Advisory Board Member.** Advisor understands that his or her advice shall not be binding on the Company Board of Directors and shall constitute advice only. The Board of Directors shall retain absolute control in the business decisions of the Company.

2. **Definition of Confidential Information.** "***Confidential Information***" means any information concerning the Parties' relationship including, but not limited to, all tangible, intangible, visual, electronic, present, or future information such as: (a) trade secrets; (b) financial information, including pricing; (c) technical information, including research, development, procedures, algorithms, data, designs, and know-how; (d) business information, including operations, planning, marketing interests, and products; (e) the terms of any agreement between Company and Advisor and the discussions, negotiations and proposals related to that agreement; and (f) information which would, due to the nature of information disclosed or the circumstances surrounding disclosure, appear to a reasonable person to be confidential or proprietary.

3. **Nondisclosure of Confidential Information.**

3.1 **General Restrictions and Permitted Use.** Advisor agrees not to use any Confidential Information disclosed to it by the Company for his or her own use or for any purpose other than to carry out discussions concerning, and the undertaking of, the relationship between the Parties (the "***Relationship***"). Advisor shall not disclose or permit disclosure of any Confidential Information of the other Party to any third parties. Advisor agrees that he or she shall take all reasonable measures to protect the secrecy of, and avoid disclosure or use of, Confidential Information of Company in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized under this Agreement to have any such information. Such measures shall include, but not be limited to, the highest degree of care that the Advisor utilizes to protect his or her own Confidential Information, which shall be no less than reasonable care. Advisor agrees to notify the other in writing of any actual or suspected misuse, misappropriation or unauthorized disclosure of the Company's Confidential Information which may come to the Advisor's attention.

3.2 **Exceptions**. Notwithstanding the above, Advisor shall have no liability to the Company with regard to any Confidential Information which the Advisor can prove: (i) was in the public domain at the time it was disclosed or has entered the public domain through no fault of the Advisor or any party to whom the Company has disclosed such Confidential Information; (ii) was known to the Advisor, without restriction, at the time of disclosure, as demonstrated by files in existence at the time of disclosure (iii) is rightfully communicated to the Advisor by persons not bound by confidentiality obligations with respect thereto; or was generated by the Advisor independently of and prior to its receipt of Confidential Information from the Company. In addition, the Advisor may disclose Confidential Information of the Company only to the extent that such information is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body with proper jurisdiction; provided, however, that the Advisor shall provide prompt notice of such court order or requirement to the Company to enable the Company to seek a protective order or otherwise prevent or restrict such disclosure through legal means.

4. **No Duplication; Return of Materials**. Advisor agrees, except as otherwise expressly authorized by the Company, not to make any copies or duplicates of the Company's Confidential

Information. Any Confidential Information that has been furnished by the Company to the Advisor in connection with the Relationship shall be promptly returned by the Advisor, accompanied by all copies thereof, within ten (10) calendar days after (i) the Relationship has been terminated or (ii) the written request of the Company.

5. **No Rights Granted**. Nothing in this Agreement shall be construed as granting any rights under any patent, copyright or other intellectual property right of the Company, nor shall this Agreement grant Advisor any rights in or to the Company's Confidential Information other than the limited right to review such Confidential Information solely for the purpose of the Relationship. Nothing in this Agreement requires the disclosure of any Confidential Information by the Company, and the Company has the right to determine, in its sole discretion, which of its Confidential Information, if any, to disclose to the Advisor. Nothing herein shall be construed to require either Party to proceed with the Relationship or any transaction in connection with which the Confidential Information may be disclosed.

6. **Term**. The foregoing commitments of the Parties shall, to the maximum extent permitted by applicable law, survive perpetually.

7. **Successors and Assigns**. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the Parties. Neither Party may assign any of its rights hereunder, nor delegate any of its duties hereunder, without the prior written consent of the other Party, and each Party acknowledges and agrees that, absent such prior written consent, any attempted assignment or delegation hereunder shall be null, void and of no effect. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the Parties or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement.

8. **Severability**. If any provision of this Agreement is unenforceable or invalid, then (i) such provision shall be adjusted to the minimum extent necessary to cure such invalidity or unenforceability; and (ii) the balance of this Agreement shall be enforceable in accordance with its terms.

9. **Independent Advisors**. Company and Advisor are independent contractors, and nothing contained in this Agreement shall be construed to constitute Company and Advisor as co-Members, joint venturers, co-owners or otherwise as participants in a joint or common undertaking. In no event shall any provision of this Agreement be construed to create an agency of any kind or to any extent, and at no time shall either Party make commitments or incur any charges or expenses for, or in the name of, the other Party.

10. **Governing Law; Venue**. This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the Parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of Tennnessee, without giving effect to principles of conflicts of law.

11. **Remedies**. Each Party agrees that its obligations set forth in this Agreement are necessary and reasonable in order to protect the Company and the Company's business. The Company and Advisor expressly agree that, due to the unique nature of the Company's Confidential Information, any breach by the Advisor of its covenants or obligations set forth in this Agreement may cause irreparable injury to the Company and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the disclosing Party shall be entitled to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach by the Advisor, without the necessity of proving actual damages.

12. **Amendment and Waiver**. This Agreement may not be amended or modified except in a writing duly executed by the Party against whom enforcement of such amendment or modification is sought. No waiver under this Agreement shall be valid or binding unless set forth in writing and duly executed by the Party against whom enforcement of such waiver is sought. Any such waiver shall constitute a waiver only with respect to the specific matter described therein and shall in no way impair the rights of the Party granting such waiver in any other respect or at any other time. Any delay or forbearance by either Party in exercising any right hereunder shall not be deemed a waiver of that right.

13. **Counterparts**. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

14. **Entire Agreement**. This Agreement is the product of both of the Parties hereto, and constitutes the entire agreement between such

Parties pertaining to the subject matter hereof, and merges all prior negotiations and drafts of the Parties with respect to the covenants set forth in this Agreement. Any and all other written or oral agreements existing between the Parties hereto regarding such covenants and/or subject matter are expressly canceled.

The Parties have executed this Mutual Nondisclosure Agreement as of the Effective Date.

COMPANY:

ICARE ACADEMIC, LLC

By: _____

Name: _____

Title: _____

Date: _____

Address:

2450 E.J. Chapman Drive, Knoxville, TN 37996

ADVISOR:

PRINT NAME:

By: _____

Name: _____

Title: _____

Date: _____

Address:

_____

_____

_____

Phone (___)_____

Fax (___)_____

THE UNIVERSITY of TENNESSEE
Legal Clinic
1505 W. Cumberland Avenue
Knoxville, TN 37996-1810
Phone: (865) 974-2331
Fax: (865) 974-6782

November 4, 2009

FILE COPY

SENT VIA REGULAR MAIL

iCare Academic, Limited Liability Company
c/o Matthew Bell
8919 Maple Ridge Lane
Knoxville, TN 37923

Re: Filing Acknowledgment from Tennessee Secretary of State

Dear Board of Directors of iCare Academic, LLC:

Congratulations! The Filing Acknowledgment has been received from the State of Tennessee and iCare Academic LLC has successfully filed Articles of Organization with the State effective October 22nd 2009. We have enclosed the original document and four copies for each of the iCare founding Members and Board of Directors.

Please note the instructions on the Filing Acknowledgment to file the document in the office of the Register of Deeds in Knox County. Filing with the Register of Deeds is not required but recommended, and the cost is approx. $5. The Knox County Register of Deeds is located in the City and County Building on Main Street. Please also note that iCare Academic LLC is expected to file an Annual Report with the Secretary of State by the date on your Acknowledgment, which is 04/01/2010.

Please do not hesitate to contact me if you have any questions at all.

Sincerely,

Hannah Lowe
Clinic Attorney

HSL/cja

Enclosures: Filing Acknowledgment original and 4 copies

FILE COPY

STATE OF TENNESSEE
Tre Hargett, Secretary of State
Division of Business Services
312 Rosa L. Parks Avenue
6th Floor, William R. Snodgrass Tower
Nashville, TN 37243

iCare Academic, Limited Liability Company
2450 E.J. Chapman Dr.
Knoxville, TN 37996 USA

October 22, 2009

Filing Acknowledgment

Please review the filing information below and notify our office immediately of any discrepancies.

Control # :	**615979**	Formation Locale:	Knox County
Filing Type:	Limited Liability Company - Domestic	Date Formed:	10/21/2009
Filing Date:	10/21/2009 9:52 AM	Fiscal Year Close	12
Status:	Active	Annual Rpt Due:	04/01/2010
Duration Term:	Perpetual	Member Count:	1
Managed By:	Director Managed	Image # :	6615-0540

Document Receipt

Receipt # : 11919	Filing Fee:	$300.00
Payment-Check/MO - MATTHEW A. BELL, Knoxville, TN		$300.00

Registered Agent Address
Matthew A. Bell
2450 E.J. Chapman Dr.
Knoxville, TN 37996 USA

Congratulations on the successful filing of your **Articles of Organization** for **iCare Academic, Limited Liability Company** in the State of Tennessee which is effective on the date shown above. You must also file this document in the office of the Register of Deeds in the county where the entity has its principal office if such principal office is in Tennessee.

You must file an Annual Report with this office on or before the Annual Report Due Date noted above and maintain a Registered Office and Registered Agent. Failure to do so will subject the business to Administrative Dissolution/Revocation.

Tre Hargett

Tre Hargett, Secretary of State
Business Services Division

State of Tennessee

Department of State
Corporate Filings
312 Eighth Avenue North
6th Floor, William R. Snodgrass Tower
Nashville, TN 37243

ARTICLES OF ORGANIZATION (LIMITED LIABILITY COMPANY)

(For use on or after 7/1/2006)

FILED

For Office Use Only

RECEIVED
STATE OF TENNESSEE

2009 OCT 21 AM 9:52

TRE HARGETT
SECRETARY OF STATE

The Articles of Organization presented herein are adopted in accordance with the provisions of the Tennessee Revised Limited Liability Company Act.

1. The name of the Limited Liability Company is: iCare Academic, Limited Liability Company

(NOTE: Pursuant to the provisions of TCA §48-249-106, each limited Liability Company name must contain the words "Limited Liability Company" or the abbreviation "LLC" or "L.L.C.")

2. The name and complete address of the Limited Liability Company's initial registered agent and office located in the state of Tennessee is:

Matthew A. Bell
(Name)

2450 E.J. Chapman Dr. | Knoxville | TN/37996
(Street address) | *(City)* | *(State/Zip Code)*

Knox
(County)

3. The Limited Liability Company will be: ***(NOTE: PLEASE MARK APPLICABLE BOX)***

☐ Member Managed ☐ Manager Managed ☑ Director Managed

4. Number of Members at the date of filing, if more than six (6): _____ .

5. If the document is not to be effective upon filing by the Secretary of State, the delayed effective date and time is: (Not to exceed 90 days)

Date: _____ , _____ Time: _____

6. The complete address of the Limited Liability Company's principal executive office is:

2450 E.J. Chapman Dr. | Knoxville | TN/37996
(Street Address) | *(City)* | *(State/County/Zip Code)*

7. Period of Duration if not perpetual: _____

8. Other Provisions: Please see attached.

9. THIS COMPANY IS A NONPROFIT LIMITED LIABILITY COMPANY (Check if applicable) ☐

10/14/09
Signature Date

Rachel F Lokitz
Signature

Clinic Attorney for iCare Academic, LLC
Signer's Capacity (if other than individual capacity)

Rachel F Lokitz
Name (printed or typed)

SS-4270 (Rev. 05/06) Filing Fee: $50 per member (minimum fee = $300, maximum fee = $3,000 RDA 2458

EXECUTION COPY

Articles of Organization for iCare Academic Limited Liability Company

2009 OCT 21 AM 9:52

SECRETARY OF STATE

These Articles of Organization are made and adopted pursuant to T.C.A §48-249-101 et seq., on September 29, 2009.

Article 1. The name of the Company is iCare Academic Limited Liability Company (hereinafter the "Company").

Article 2. The name and complete address of the initial registered agent of the Company is Matthew Arthur Bell, BSN, RN, 2450 E.J. Chapman Drive, Knoxville, TN 37996.

Article 3. The total number of initial members of the Company is four (4), and their names and addresses are as follows:

Name	*Address*
Matthew Arthur Bell, BSN, RN	8919 Maple Ridge Lane, Knoxville, TN 37923
Chayawat Indranoi, MIE	191 Portland Drive, Lenoir City, TN 37771
Xueping Li, Ph.D.	1350 Pershing Hill Lane, Knoxville, TN 37919
Tami Hodges Wyatt, Ph.D., RN, CNE	2535 Coning Road, Maryville, TN 37803

Article 4. The purpose for which the Company is organized is to transact any and all lawful business for which limited liability companies may be organized under the laws of the State of Tennessee, and to have all powers that are afforded to limited liability companies under the laws of the State of Tennessee.

Article 5. The Company will be director-managed. Only members of the Company will qualify to serve as directors. At least three directors shall serve at any given time. Directors will be selected by a majority vote of the members, voting per member's relative interests in the Company. Directors may be removed by a three-quarters supermajority vote of the members, voting per member's relative interests in the Company, or by a unanimous vote of the other directors. All votes of directors shall be per capita. The initial director's names and addresses are as follows:

Name	*Address*
Matthew Arthur Bell, BSN, RN	8919 Maple Ridge Lane, Knoxville, TN 37923
Chayawat Indranoi, MIE	191 Portland Drive, Lenoir City, TN 37771
Xueping Li, Ph.D.	1350 Pershing Hill Lane, Knoxville, TN 37919
Tami Hodges Wyatt, Ph.D., RN, CNE	2535 Coning Road, Maryville, TN 37803

Article 6. This document shall be effective upon filing by the Secretary of State for the State of Tennessee.

Article 7. The complete address of the initial principal executive office of the Company is 2450 E.J. Chapman Drive, Knoxville, TN 37996, in the County of Knox.

Company. New members shall be added only upon a unanimous vote of all directors of the Company. All new members shall be bound by the operating agreement in effect at the time the new member's interests in the Company vests, regardless of whether the new member executed said operating agreement. A new member's agreement to be bound by the operating agreement of the Company shall be conclusively established by their acceptance of membership interests.

Article 9. The duration of the Company shall be perpetual.

Article 10. To the fullest extent permitted in the Act, the members and directors of the Company shall not be personally liable to the Company or its members for monetary damages for a breach of their fiduciary duty. If the Act is hereafter amended to authorize further elimination of limitation of the liability of members, then the liability of members of the Company, in addition to the limitation on personal liability as provided herein, shall be limited to the fullest extent permitted by the amended Act. Any repeal or modification of this article shall be prospective only, and shall not adversely affect any limitation on personal liability of a member of the Company existing at the time of such repeal or modification.

Article 11. Except as established in the Company's operating agreement, members do not have preemptive rights with respect to the return of capital contributions or to profits, losses, or distributions.

Article 12. Pursuant to T.C.A §48-249-309(a), the Company may establish one or more designated series of members, holders, membership interests, or financial rights with separate rights, powers, and duties, which can be different as to differing businesses or properties.

Article 13. Pursuant to by T.C.A §48-249-309(b)(1), the debts, liabilities, obligations, and expenses incurred, contracted for, or otherwise existing, with respect to a particular series established shall be enforceable against the assets of such series only, and not against the assets of the Company generally, or any other series of the Company. None of the debts, liabilities, obligations, and expenses incurred, contracted for or otherwise existing with respect to the Company generally, or any other series of the Company, shall be enforceable against the assets of such series. Separate and distinct records shall be maintained for any such series, and assets associated with any such series shall be reflected and held in separate and distinct records, directly or indirectly, including through a nominee or otherwise, and shall be accounted for in separate and distinct records separately from the other assets of the Company and the assets of any other series of the Company.

Article 14. The Company is a for profit limited liability company.

Article 15. The Company reserves the right to continue, without dissolution, under the terms as set forth in the Company's Operating Agreement, upon any act that might otherwise cause the dissolution of the Company or the dissociation of a member under the laws of the State of Tennessee. Notwithstanding any other provision of this article, in the event that any director dies, is found incompetent, or is otherwise unavailable to vote at a properly noticed director meeting, then the Company may be dissolved upon the authority and at the discretion of the remaining

director if only one director remains, or upon unanimous vote of the remaining directors if more than one director remains.

Article 16. Acceptance of contribution agreements shall only be by unanimous vote of all directors.

Article 17. Indemnification: The Company shall have the power to indemnify any member, director, officer, employee, agent of the Company, or any other person who is serving at the request of the Company in any such capacity with another company, corporation, partnership, joint venture, trust, or other enterprise to the fullest extent permitted by the law of the State of Tennessee as it exists on the date hereof or as it may hereafter be amended, and any such indemnification may continue as to any person who has ceased to be a director, officer, employee, or agent and may inure to the benefit of the heirs, executors, and administrators of such person. The Company shall not be required to indemnify any member, director, officer, employee, agent of the Company, or any other person except upon two-thirds super majority vote of the directors or as required by law or court order.

Article 18. The Company shall have a written operating agreement. No oral operating agreement shall have any effect.

Article 19. Except as set forth in the Company's operating agreement, all distributions of cash or other property shall be made to the Company Members in proportion to their percentage interests in the Company on the date of the distribution. The Company shall make distributions to members at least once per quarter to the maximum extent possible while still retaining sufficient assets to perform all functions and meet all obligations of the Company. Additional distributions shall be made at such time as is determined by the Directors of the Company.

Article 20. Except as set forth in the Company's operating agreement, each Member shall share the profits and losses of the Company in proportion to their percentage interest in the Company.

Article 21. A President shall be elected by the directors and shall be the principal executive officer of the Company. The President shall be subject to control by the directors. The President will supervise and control all of the daily business and activities of the Company and perform any other duties as prescribed by the directors. The President shall not have the authority to bind or encumber the Company, except as authorized by resolution of the Directors of the Company; such resolution may be general or specific in nature. The President is authorized and shall cast tie-breaking votes should any vote by the Directors of the Company result in a tie.

Article 22. Reserved.

Article 23. To the fullest extent permitted by the laws of the State of Tennessee, including, without limitation, the Tennessee Revised Limited Liability Company Act (the "**Act**"), as such laws exist on the date hereof or as they may hereafter be amended, no director of the Company shall be personally liable for monetary damages to the Company or its Members for any breach of fiduciary duty as a director. If the laws of the State of Tennessee are amended after approval of these Articles of Organization to authorize Company action further eliminating or limiting the

personal liability of directors, then the liability of a director of the Company shall be eliminated or limited to the fullest extent permitted by such laws, as so amended. Any repeal, amendment or other modification of this section or of any laws regarding limitation of liability of directors shall not increase the liability or claimed liability of any director of the Company then existing with respect to any state of facts then or theretofore existing or in any action, suit or proceeding theretofore or thereafter brought or threatened based in whole or in part upon any such state of facts.

I certify that all of the facts stated in these Articles of Organization are true and correct and are made for the purpose of forming a business limited liability company under the laws of the State of Tennessee.

Dated: September 29, 2009

By: _____

Matthew Arthur Bell, BSN, RN, Member

By: _____

Chayawat Indranoi, MIE, Member

By: _____

Xueping Li, Ph.D., Member

By: _____

Tami Hodges Wyatt, Ph.D., RN, CNE, Member

I acknowledge my appointment as registered agent of this limited liability company and accept the appointment.

Dated: September 29, 2009

By: _____

Matthew Arthur Bell, BSN, RN, Member