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**Operating Agreement - Indemnification**

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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) Secretary. 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