

**ARTICLES OF ORGANIZATION OF  
PLAINSMAN ANESTHESIA SERVICES, LLC**

Pursuant to the Provisions of Sections 10-12-1, *et seq.* of the Code of Alabama (1975), the undersigned member hereby adopts the following Limited Liability Company Articles of Organization.

**ARTICLE I**

*Name*

The name of the limited liability company is Plainsman Anesthesia Services, LLC (the "Company").

**ARTICLE II**

*Duration*

The Company shall continue in existence until it is dissolved and its affairs wound up in accordance with the Alabama Limited Liability Company Act (the "Act").

**ARTICLE III**

*Purposes*

The purposes for which the Company is formed are:

- (a) To transact any and all business permitted to be transacted by a limited liability company under the Act, including, without limitation, engaging in a professional corporate and business consulting business, which shall include the practice of law from time to time, and to do all such things and take such actions as shall further such business;
- (b) To accomplish any lawful business whatsoever or which shall at any time appear conducive to or expedient for the protection of benefit of the Company and its property;
- (c) To exercise all other powers necessary to or reasonably connected with the Company's business which may be legally exercised by limited liability companies under the Act or under the laws of any jurisdiction in which the Company may conduct its business; and
- (d) To engage in all activities necessary, customary, convenient or incident to any of the foregoing.

## ARTICLE IV

### *Registered Office; Registered Agent*

The location and street address of the initial registered office of the Company shall be 1041 Little Sorrel Drive, Calera, Alabama 35040, and its registered agent at such address shall be Todd L. Hicks.

## ARTICLE V

### *Sole Member*

The name and address of the sole member is:

Plainsman Anesthesia Services, LLC  
1041 Little Sorrel Drive  
Calera, Alabama 35040

The name and address of the organizer is:

Plainsman Anesthesia Services, LLC  
1041 Little Sorrel Drive  
Calera, Alabama 35040

## ARTICLE VI

### *Cessation of Membership*

The cessation of membership of the sole member will result in the dissolution of the Company.

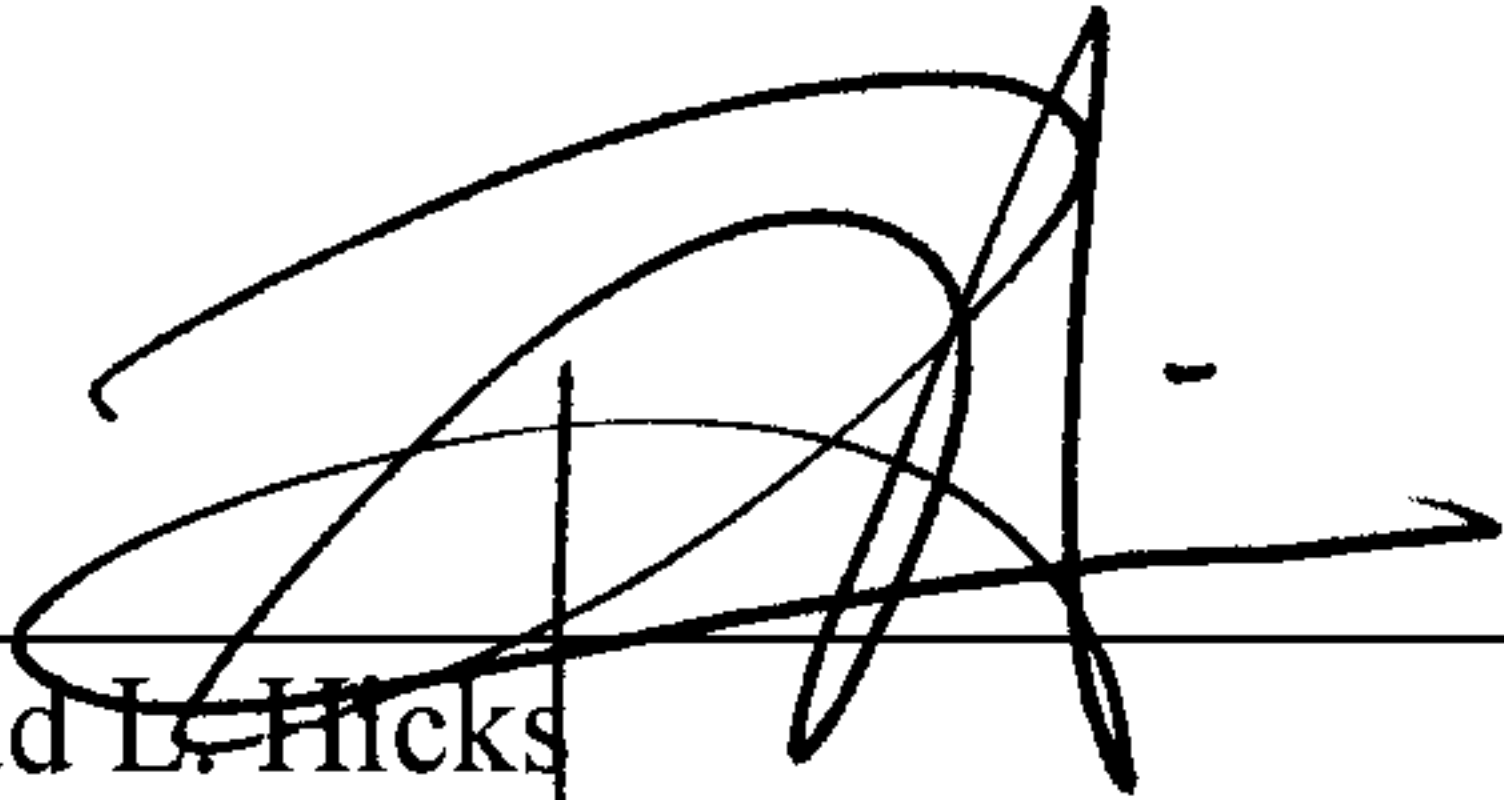
## ARTICLE VII

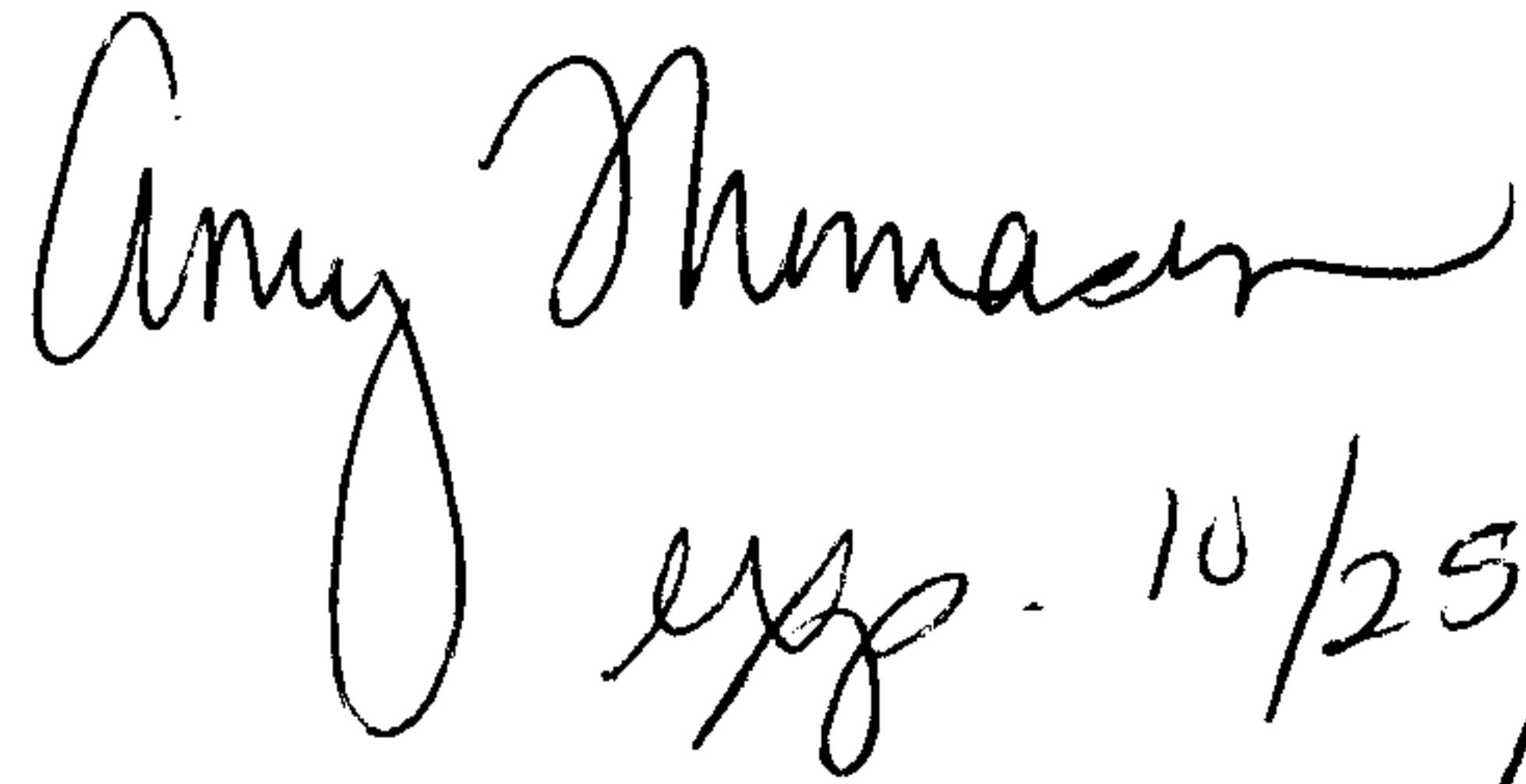
### *Manager*


The manager of the Company shall have the power to manage the business and affairs of the Company as provided in the Operating Agreement. The name and address of the initial manager of the Company, who shall serve until his successor is elected and begins serving, is:

Todd L. Hicks  
1041 Little Sorrel Drive  
Calera, Alabama 35040

IN WITNESS WHEREOF, these Articles have been subscribed as of the 29<sup>th</sup> day of December, 2008, by the undersigned member, who affirms that the statements made herein are true under the penalties of perjury.

  
\_\_\_\_\_  
Todd L. Hicks

  
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**OPERATING AGREEMENT**  
**OF**  
**PLAINSMAN ANESTHESIA SERVICES, LLC**

## OPERATING AGREEMENT

Of

### PLAINSMAN ANESTHESIA SERVICES, LLC

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**OPERATING AGREEMENT  
Of  
Plainsman Anesthesia Services, LLC**

THIS OPERATING AGREEMENT (this "Agreement") is entered into as of this 29<sup>th</sup> day of December of 2008, by Todd L. Hicks ("Sole Member").

**EXPLANATORY STATEMENT**

Sole Member has determined to organize and operate a limited liability company in accordance with the terms of, and subject to the conditions set forth in this Agreement.

**NOW, THEREFORE**, for good and valuable consideration, this Agreement provides as follows:

**SECTION I**

***DEFINED TERMS***

The following capitalized terms shall have the meanings specified in this Section I. Other terms are defined in the text of this Agreement; and, throughout this Agreement, those terms shall have meanings respectively ascribed to them.

**"Act"** means the Alabama Limited Liability Company Act, as amended from time to time.

**"Agreement"** means this Agreement, as amended from time to time.

**"Cash Flow"** means all cash funds derived from operations of the Company (including interest received on reserves), without reduction for any non-cash charges, but less cash funds used to pay Service Payments, current operating expenses, debt payments, capital improvements, and replacements as determined by Sole Member.

**"Cessation of Membership"** means, with respect to Sole Member, the occurrence of any of the following events:

- (i) the making of an assignment for the benefit of creditors;
- (ii) the filing of a voluntary petition of bankruptcy;
- (iii) the adjudication as bankrupt or insolvent or the entry against Sole Member of an order for relief in any bankruptcy or insolvency proceeding;

(iv) the filing of a petition or answer seeking for Sole Member any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law, or regulation;

(v) the seeking, consenting to, or acquiescence in the appointment of a trustee for, receiver for, or liquidation of Sole Member or of all or any substantial part of Sole Member's properties;

(vi) the filing of an answer or other pleading admitting or failing to contest the material allegations of a petition filed against Sole Member in any proceeding described in Subsections (i) through (v);

(vii) any proceeding against Sole Member seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law, or regulation, continues for one hundred twenty (120) days after the commencement thereof, or the appointment of a trustee, receiver, or liquidator for Sole Member of all or any substantial part of Sole Member's properties without Sole Member's agreement or acquiescence, which appointment is not vacated or stayed for one hundred twenty (120) days or, if the appointment is stayed, for one hundred twenty (120) days after the expiration of the stay during which period the appointment is not vacated; or

(viii) Sole Member's death or adjudication by a court of competent jurisdiction as incompetent to manage Sole Member's person or property.

**"Code"** means the Internal Revenue Code of 1986, as amended, or any corresponding provision of any succeeding law.

**"Company"** means Plainsman Anesthesia Services, LLC, a limited liability company formed under the laws of Alabama, and any successor limited liability company.

**"Interest"** means a Person's share of the Profits and Losses of, and the right to receive distributions from, the Company.

**"Interest Holder"** means any Person who holds an Interest, whether as a Member or as an unadmitted assignee of a Member.

**"Member"** means each Person signing this Agreement and any Person who subsequently is admitted as a member of the Company.

**"Membership Rights"** means all of the rights of a Member in the Company, including a Member's: (i) Interest; (ii) right to inspect the Company's books and records; (iii) right to participate in the management of and vote on matters coming before the Company; and (iv) unless this Agreement or the Articles of Organization provide to the contrary, right to act as an agent of the Company.



**“Person”** means and includes an individual, corporation, partnership, association, limited liability company, trust, estate, or other entity.

**“Profit”** and **“Loss”** means, for each taxable year of the Company (or other period for which Profit and Loss must be computed) the Company’s taxable income or loss determined in accordance with the Code.

**“Regulation”** means the income tax regulations, including and temporary regulations, from time to time promulgated under the code.

**“Successor”** means all Persons to whom all or any part of an Interest is transferred either because of (i) sale of or gift by Sole Member of all or any part of his Interest, (ii) an assignment of Sole Member’s Interest due to Sole Member’s Cessation of Membership, or (iii) because Sole Member dies and the Persons are Sole Member’s personal representatives, heirs, or legatees.

**“Transfer”** means, when used as a noun, any voluntary sale, hypothecation, pledge, assignment, attachment, or other transfer, and when used as a verb, means voluntarily to sell, hypothecate, pledge, assign, or otherwise transfer.

**“Withdrawal”** means a Member’s cessation of membership in the Company by any means.

## SECTION II

### ***FORMATION AND NAME; OFFICE; PURPOSE; TERM***

**2.1. Organization.** Sole Member hereby organizes a limited liability company pursuant to the Act and the provisions of this Agreement and, for that purpose, has caused Articles of Organization to be prepared, executed and filed with the probate judge of the county in which the initial registered office of the Company is located.

**2.2. Name of the Company.** The name of the Company shall be “Plainsman Anesthesia Services, LLC”. The Company may do business under that name and under any other name or names upon which Sole Member may, in his sole discretion, determine. If the Company does business under a name other than that set forth in its Articles of Organization, then the Company shall file a trade name certificate if required by law.

**2.3. Purpose.** Company is organized to:

2.3.1. To transact any and all business permitted to be transacted by a limited liability company under the Act, including, without limitation, engaging in a profession corporate and business consulting business, which shall include the practice of law from time to time, and to do all such things and take such actions as shall further such business; and

2.3.2. To have all of the powers permitted by the Act.

**2.4. *Effective Date.*** The Company's existence shall become effective upon the filing and acceptance of the Articles with the probate judge of the county in which the initial registered office of the Company is located.

**2.5. *Term.*** The Company shall continue in existence until it is dissolved and its affairs wound up in accordance with the Act and unless the term shall be extended by amendment to the Agreement and the Articles of Organization.

**2.6. *Registered Agent and Office.*** The registered agent for service of process and the registered office shall be that Person and location reflected in the Articles. The Company may from time to time, change its registered agent or registered office upon filing a statement of change with the Office of the Secretary of State of Alabama designating the name of a new agent for service of process together with the new agent's street address; provided that any change in registered agent shall not be effective until the statement of change is so filed with the Office of the Secretary of State of Alabama.

**2.7. *Principal Office.*** The principal office of the Company shall be located at 1041 Little Sorrel Drive, Calera, Alabama 35040.

**2.8. *Members.*** The name, present mailing address and taxpayer identification number of Sole Member are set forth in Exhibit A.

### SECTION III

#### ***MEMBERS; CAPITAL; CAPITAL ACCOUNTS***

**3.1. *Initial Capital Contributions.*** Upon the execution of this Agreement, Sole Member shall contribute to the Company the sum of One Hundred Dollars (\$100).

**3.2. *No Other Capital Contribution Required.*** No Member shall be required to contribute any additional capital to the Company, and except as set forth in the Act, no Member shall have any personal liability for the obligations of the Company.

**3.3. *Loans.*** Any Member may, at any time, make or cause a loan to be made to the Company in any amount and on those terms upon which the Company and the Member agree.

### SECTION IV

#### ***PROFIT, LOSS, AND DISTRIBUTIONS***

**4.1. *Distributions of Cash Flow.*** Cash Flow for each taxable year of the Company shall be distributed to Sole Member at the times and in the amounts as determined by the Sole Member.



4.2. *Allocation of Profit or Loss.* All Profit or Loss shall be allocated to the Sole Member.

4.3. *Liquidation and Dissolution.* If the Company is liquidated, the assets of the Company shall be distributed to Sole Member or to a Successor or Successors.

## SECTION V

### *MANAGEMENT; RIGHTS, POWERS, AND DUTIES*

5.1. *Management.* The Company shall be managed solely by the Sole Member.

5.2. *Liability and Indemnification.*

5.2.1. Sole Member shall not be liable, responsible, or accountable, in damages or otherwise, to the Company for any act performed by him with respect to Company matters, except for fraud.

5.2.2. The Company shall indemnify Sole Member for any act performed by him with respect to Company matters, except for fraud.

## SECTION VI

### *TRANSFER OF INTERESTS*

6.1. *Transfers by Sole Member.* Sole Member may Transfer all, or any portion of, or his interest or rights in, his Membership Rights to one or more Successors.

6.2. *Transfer to a Successor.* In the event of any Transfer of all or any part of Sole Member's Interest to a Successor, the Successor shall thereupon become a Member and the Company shall be continued.

## SECTION VII

### *DISSOLUTION, LIQUIDATION, AND TERMINATION OF THE COMPANY*

7.1. *Events of Dissolution.* The Company shall be dissolved upon the happening of any of the following events:

7.1.1. when the period fixed for its duration in Section 2.5 has expired; or

7.1.2. if Sole Member determines, or if all of the Successors unanimously determine, to dissolve the Company.

The Company shall not dissolve merely because of Sole Member's Cessation of Membership.

**7.2. Procedure for Winding Up and Dissolution.** If the Company is dissolved, the affairs of the Company shall be wound up. On winding up of the Company, the assets of the Company shall be distributed, first, to creditors of the Company in satisfaction of the liabilities of the Company, and then to the Persons who are the Members of the Company in proportion to their Interests.

**7.3. Filing of Articles of Dissolution.** If the Company is dissolved, Articles of Dissolution shall be promptly filed as required by law. If there are no remaining Members, the Articles of Dissolution shall be filed by the last Person to be a Member; if there are no remaining Members, or a Person who last was a Member, the Articles shall be filed by the legal or personal representatives of the Person who last was a Member.

## SECTION VIII

### **BOOKS, RECORDS, ACCOUNTING, AND TAX ELECTIONS**

**8.1. Bank Accounts.** All funds of the Company shall be deposited in a bank account or accounts opened in the Company's name or such other bank account as shall be designated by Sole Member. Sole Member shall determine the institution or institutions at which the accounts will be opened and maintained, the types of accounts, and the Persons who will have authority with respect to the accounts and the funds therein.

**8.2. Books and Records.** Sole Member shall keep or cause to be kept complete and accurate books and records of the Company and supporting documentation of the transactions with response to the conduct of the Company's business. The books and records shall be maintained in accordance with sound accounting principles and practices.

**8.3. Annual Accounting Period.** The annual accounting period of the Company shall be its taxable year. The Company's taxable year shall be selected by the Sole Member, subject to the requirements and limitations of the Code.

## SECTION IX

### **GENERAL PROVISIONS**

**9.1. Assurances.** Each Member shall execute all such certificates and others documents and shall do all such filing, recording, publishing, and other acts as the Members deem appropriate to comply with the requirements of law for the formation and operation of the



Company and to comply with any laws, rules, and regulations relating to the acquisition, operation, or holding of the property of the Company.

**9.2. *Notifications.*** Any notice, demand, consent, election, offer, approval, request, or other communication (collectively, a "Notice") required or permitted under this Agreement must be in writing and either delivered personally or sent by certified or registered mail, postage prepaid, return receipt requested. A notice must be addressed to an Interest Holder at the Interest Holder's last known address on the records of the Company. A notice delivered personally will be deemed given only when acknowledged in writing by the person to whom it is delivered. A notice that is sent by mail will be deemed given three (3) business days after it is mailed. Any party may designate, by notice to all of the others, substitute addresses or addresses for notices; and, thereafter, notices are to be directed to those substitute address or addresses.

**9.3. *Specific Performance.*** The parties recognize that irreparable injury will results from a breach of any provision of this Agreement and that money damages will be inadequate to fully remedy the injury. Accordingly, in the event of a breach or threatened breach of one or more of the provisions of this Agreement, any part who may be injured (in addition to any other remedies which may be available to that party) shall be entitled to one or more preliminary or permanent orders (i) restraining and enjoining any act which would not constitute a breach or (ii) compelling the performance of any obligation which, if not performed, would constitute a breach.

**9.4. *Complete Agreement.*** This Agreement constitutes the complete and exclusive statement of the agreement among the Members. It supersedes all prior written and oral statements, including and prior representation, statement, condition, or warranty. Except as expressly provided otherwise herein, this Agreement may not be amended without the written consent of all of the Members.

**9.5. *Applicable Law.*** All questions concerning the construction, validity, and interpretation of this Agreement and the performance of the obligations imposed by this Agreement shall be governed by the internal law, not the law of conflicts, of the State of Alabama.

**9.6. *Section Titles.*** The headings herein are inserted as a matter of convenience only, and do not define, limit, or describe the scope of this Agreement or the intent of the provisions hereof.

**9.7. *Binding Provisions.*** This Agreement is binding upon, and inures to the benefit of, the parties hereto and their respective heirs, executors, administrators, personal and legal representatives, Successors, and permitted assigns.

**9.8. *Jurisdiction and Venue.*** Any suit involving any dispute or matter arising under this Agreement may only be brought in the United States District Court for the Northern District of Alabama or any Alabama State Court having jurisdiction over the subject matter of the dispute or matter. All Members hereby consent to the exercise of personal jurisdiction by any such court with respect to any such proceeding.



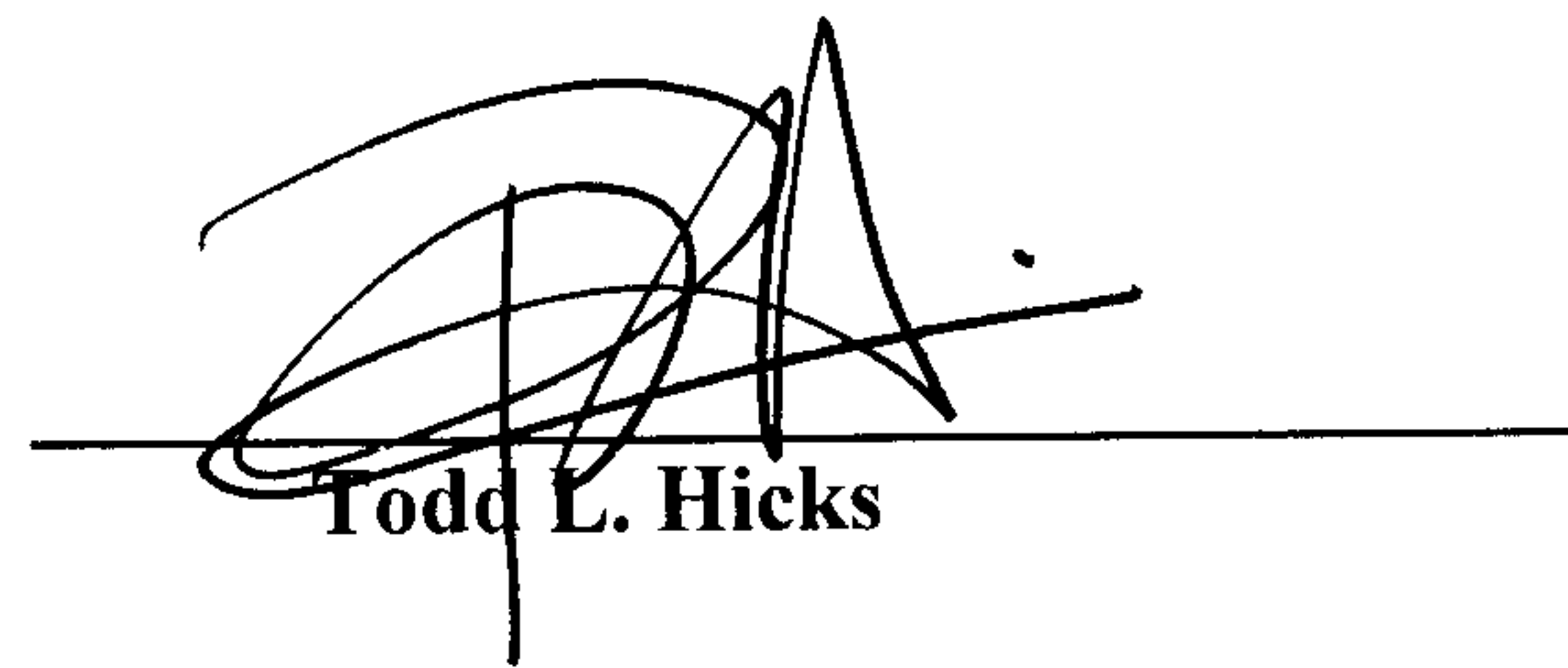
**9.9. Terms.** Common nouns and pronouns shall be deemed to refer to the masculine, feminine, neuter, singular and plural, as the identity of the Person may in the context require.

**9.10. Separability of Provisions.** Each provision of this Agreement shall be considered separable; and if, for any reason, any provision or provisions herein are determined to be invalid or contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid.

**9.11. Counterparts.** This Agreement may be executed simultaneously in two or more counterparts each of which shall be deemed an original, and all of which, when taken together, constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

**IN WITNESS WHEREOF,** Sole Member has executed, or caused this Agreement to be executed, under seal, as of the date set forth hereinabove.

**SOLE MEMBER**

  
Todd L. Hicks



exp. 10/25/09

20081230000479840 15/15 \$80.00  
Shelby Cnty Judge of Probate, AL  
12/30/2008 03:14:49PM FILED/CERT

**Plainsman Anesthesia Services, LLC**

**EXHIBIT A**  
**to**  
**Operating Agreement**

<b>Name, Address, and Taxpayer Identification Number of Member</b>	<b>Percentage</b>	<b>Consideration Paid</b>
Todd L. Hicks 1041 Little Sorrel Drive Calera, Alabama 35040  Taxpayer ID: 26-3756582	100%	\$100.00