

**STATEMENT OF CONSENT OF REGISTERED AGENT
CLARION HEALTH, LLC**

Pursuant to the provisions of KRS Chapter 275, the undersigned hereby consents to act as registered agent on behalf of the business entity named below and for that purpose submits the following statements:

1. The business entity is a limited liability company (KRS 275).
2. The name of the business entity is CLARION HEALTH And Wellness Center, LLC.
3. The state of organization is Kentucky.
4. The name of the initial registered agent is Andrew W. Krasuski, M.D..
5. The street address of the registered office address in Kentucky is 101 Rockwood Lane, Hazard, KY 41701
6. The mailing address of the limited liability company's initial principal office is 101 Rockwood Lane, Hazard, KY 41701.

ANDREW W. KRASUSKI, M.D.

REGISTERED AGENT

Date: November 18, 2010



Subscribed and sworn to before me by Andrew W. Krasuski, M.D., this the day of ~~October, 2010~~ 18, November, 2010

Notary Public, ~~KY State at Large~~ State of Connecticut

My Commission



Tonya Hogan
Notary Public

My Commission Expires
August 31, 2012

authorized to issue is one hundred (100) Units. The Units shall have identical powers, preferences, limitations, and relative rights, and shall have one vote per Unit. The holders of such Units shall be entitled to receive, to the extent permitted by law, such distributions as from time to time may be declared by the Members in accordance with Section 9.1.

4.2 Capital Contributions of Members. The Member, (i) Andrew W. Krasuski, M.D. hereby agrees to contribute one hundred percent (100%) of the capital to the Company in exchange for fifty (100) Units. Such capital contribution shall be made by the Members at such time as the Members shall determine. The Members may, but shall not be required to, make additional capital contributions to the Company from time to time.

4.3 No Liability of Members. Except as otherwise specifically provided in the Act, the Members shall not have any personal liability for the obligations of the Company. Except as provided in Section 4.2, the Members shall not be obligated to contribute to, or loan money to, the Company.

4.4 No Interest on Capital Contributions. The Members shall not be entitled to interest on any capital contributions made to the Company.

5. Accounting.

5.1 Books and Records. The Company shall maintain full and accurate books of the Company at the Company's principal place of business showing all receipts and expenditures, assets and liabilities, net income and loss, and all other records necessary for recording the Company's business and affairs. Such books and records shall be open to the inspection and examination of the Members in person or by their duly authorized representatives at all reasonable times.

5.2 Fiscal Year. The fiscal year of the Company shall end on December 31st of the calendar year.

6. Treatment as S Corporation for Income Tax Purposes.

6.1 Corporate Tax Treatment. It is the intention of the Members that the Company be treated as a corporation for Federal, state and local income tax purposes, and no Member shall take any position or make any election, in a tax return or otherwise, inconsistent with such treatment. The Company shall make such election as is necessary for the Company to be treated as a corporation for income tax purposes. It is the further intention of the Members that the Company be an S corporation within the meaning of section 1361(a)(1) of the Internal Revenue Code of 1986, as amended ("Code").

7. Bank Accounts.

7.1 Bank Accounts. All funds of the Company shall be deposited in its name into such checking, savings and/or money market accounts or time certificates as shall be designated by the Members. Withdrawals there from shall be made upon such signature of the Members, (i) Andrew W. Krasuski, M.D.

. Company funds shall not be commingled with those of any other person or entity.

8. Net Income and Net Loss.

8.1 Net Income and Net Loss. All net income or net loss of the Company shall be allocated based upon the number of Units owned.

9. Distributions.

9.1 Distributions. The Members shall determine the amount and timing of any distributions to the Members and whether such distributions shall be paid in cash or property.

10. Management.

10.1 Management.

(a) Control and management of the business of the Company as described in Section 3 shall be vested exclusively in the Manager during the term of the Company, including its liquidation and dissolution.

(b) Except as otherwise provided herein, the Manager shall have the right, power and authority on behalf of the Company, and in its name, to exercise all of the rights, power and authority which may be possessed by a Manager of a limited liability company pursuant to the Act including, but not limited to, the sale or other disposition of all, substantially all, of the assets of the Company, the borrowing of money, the encumbering of the Company's assets and the merger of the Company with another entity, provided however all acts shall require the unanimous consent of the Manager. The Manager may execute any document or take any action on behalf of the Company and such execution or action shall be binding upon the Company. In dealing with the Manager, no person shall be required to inquire into the authority of the Manager to bind the Company.

10.2 Standard of Care of Members/Manager; Indemnification.

(a) The Members/Manager shall not be liable, responsible or accountable in damages to the Company for any act or omission on behalf of the Company performed or omitted by the Members/Manager in good faith and in a manner reasonably believed by the Members/Manager to be within the scope of the authority granted to the Members/Manager by this Agreement and in the best interests of the Company, unless the Members/Manager has been guilty of gross negligence or willful misconduct with respect to such acts or omissions.

(b) To the full extent permitted by the Act, the Company shall indemnify the Members/Manager for, and hold the Members harmless from, any loss or damage incurred by the Members/Manager by reason of any act or omission so performed or omitted by the Members/Manager (and not involving gross negligence or willful misconduct). To the full extent authorized or permitted by the Act, the Company shall pay or reimburse reasonable expenses (including reasonable

attorneys' fees) incurred by the Members/Manager who are a party to a proceeding in advance of final disposition of such proceeding. The Company may purchase and maintain insurance on behalf of the Members against any liability asserted against or incurred by the Members/Manager, whether or not the Company would have the power to indemnify such person against the same liability under the provisions of this Section 10.2(b) or the Act.

11. Dissolution.

11.1 Dissolution. Except as otherwise provided in the Act, the Company shall dissolve upon, but not before, the unanimous decision of the Members/Manager to dissolve the Company. Dissolution of the Company shall be effective upon the date on which the event giving rise to the dissolution occurs, but the Company

shall not terminate until the assets of the Company shall have been distributed as provided in Section 11.3. Notwithstanding dissolution of the Company, prior to the liquidation and termination of the Company, the Company shall continue to be governed by this Agreement.

11.2 Sale of Assets Upon Dissolution. Following the dissolution of the Company, the Company shall be wound up and the Member shall determine whether the assets of the Company are to be sold or whether some or all of such assets are to be distributed to the Members in kind in liquidation of the Company.

11.3 Distributions Upon Dissolution. Upon the dissolution of the Company, the properties of the Company to be sold shall be liquidated in orderly fashion and the proceeds thereof, and the property to be distributed in kind, shall be distributed as follows:

(a) First, to the payment and discharge of all of the Company's debts and liabilities, to the necessary expenses of liquidation and to the establishment of any cash reserves which the Members determine to create for unmatured and/or contingent liabilities or obligations of the Company.

(b) Second, to the Members based upon the number of Units owned.

12. Assignment and Addition of Members.

12.1 Right of First Refusal. A Member desiring to sell, assign, transfer or otherwise dispose of any part or all of the Membership interest shall be bound by the terms of the Membership Agreement herein attached as Exhibit A.

12.2 Death, Bankruptcy or Incompetence of Member. Upon the death, bankruptcy or adjudication of incompetency or insanity of a Member, it is the express intention of the Members to be bound by the terms of the Membership Agreement herein attached as Exhibit A.

13. General.

13.1 Amendment. This Agreement may be modified or amended from time to time only upon the unanimous written consent of the Members.

13.2 Captions; Section References. Section titles or captions contained in this Agreement are inserted only as a matter of convenience and reference, and in no way define, limit, extend or describe the scope of this Agreement, or the intent of any provision hereof. All references herein to Sections shall refer to Sections of this Agreement unless the context clearly requires otherwise.

13.3 Number and Gender. Unless the context otherwise requires, when used herein, the singular shall include the plural, the plural shall include the singular, and all nouns, pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, as the identity of the person or persons may require.

13.4 Severability. If any provision of this Agreement, or the application thereof to any person, entity or circumstances, shall be invalid or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to other persons, entities or circumstances, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

13.5 Binding Agreement. Except as otherwise provided herein, this Agreement shall be binding upon, and inure to the benefit of, the Members and their successors and assigns.

13.6 Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Kentucky without regard to its conflict of laws rules.

13.7 Entire Agreement. This Agreement contains the entire agreement with respect to the subject matter hereof.

IN WITNESS WHEREOF, the Members have duly executed this Agreement as of the date and year first above written


Andrew W. Krasuski, M.D. ("Member")

STATE OF ~~KENTUCKY~~ Connecticut
COUNTY OF ~~PERRY~~ Hartford

The foregoing Operating Agreement was signed, sworn to, and acknowledged before me this

the 18th day of November, 2010 by 

NOTARY PUBLIC

My commission expires:

Tonya Hogan
Notary Public
My Commission Expires
August 31, 2012