

**ESSENTIAL TERMS OF MEDIATED SETTLEMENT AGREEMENT
WITH FORMAL AGREEMENT TO BE PREPARED LATER**


This agreement is entered into between James A. McCarthy Sr., on the one hand and J. Weldon Hampton, Premier Women's Health Professionals PA, and PWHP Realty LLC to memorialize essential terms of the mediated settlement agreement in Case 14 CVS 1173.

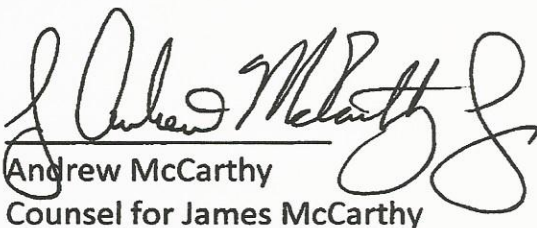
1. With respect to the LLC claim, Hampton will buy out McCarthy pursuant to the terms of the LLC Member Buy Sell Agreement. The appraised value of the real property shall be determined as follows: (1) each side will choose an appraiser and bear their own costs in appraisal; (2) each side will exchange appraisals on April 10, unless modified by agreement; (3) if the sides do not reach agreement as to appraised value in connection with the appraisals rendered within two weeks after exchange of the appraisals, then the two appraisers chosen initially will together chose a third appraiser whose appraisal will be binding on the parties. Should there be a disagreement about the liabilities determination, and the two sides cannot agree on an arbiter, each side will choose an accountant and then the two accountants will choose an arbiter to determine the liabilities of the LLC. That determination will be binding on the parties.

2. With respect to the claims to dissolve the PA and distribute the appropriate proceeds to McCarthy and Hampton, the sides agree to a dissolution and distribution agreement as follows:
 - a. The PA will stop seeing patients within 60 days of this agreement and will terminate all employees by or before 60 days from date of this agreement.
 - b. Within 90 days, McCarthy and Hampton will equally divide the Furniture Fixtures and Equipment, including but not limited to medical supplies, medical devices office supplies and computers. If there is a disagreement about what constitutes equal division, an arbiter will be chosen consistent with the Liabilities provision in paragraph 1 above.

- c. For two years, the PA will continue to operate to pay liabilities and collect receivables and wind down the business.
 - d. McCarthy is removed as a director of the PA. Hampton shall be the sole director of the PA during the wind down period. McCarthy will retain all audit privileges and have the right to, at his own expense, oversee the winddown process.
 - e. At the end of the two year period, or sooner if all liabilities and assets are concluded, the PA shall be dissolved and the assets distributed equally. Any dispute about equal division of assets shall be settled by an arbiter picked consistently with the process specified in paragraph 1.
3. In connection with the counterclaims lodged by all counterclaimants, McCarthy shall pay \$155,000 to the PA.
 4. McCarthy agrees that the PA is authorized to pay up to \$85,000 for attorneys' fees billed by Smith Moore Leatherwood in connection with representation of the PA since 1 August 2014, including fees incurred in this case and in resolving the Martinez dispute.
 5. McCarthy's noncompetition clause is deemed terminated.
 6. Each side will execute full general releases of all parties.
 7. Each side will file a Voluntary Dismissal with Prejudice of all claims in this action.

This the 6th day of March, 2015.


James A. McCarthy Sr.


Andrew McCarthy
Counsel for James McCarthy



J. Weldon Hampton, individually and for
Premier Women's Health Professionals PA,
and PWHP Realty LLC



Steve Petersen
Counsel for J. Weldon Hampton, Premier Women's Health Professionals PA,
and PWHP Realty LLC