

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

THIS CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (this “Agreement”) is made and entered into as of this ____ day of _____, 2019, by and between _____, a _____ (the “Receiving Party”), and **Soneet Kapila of KapilaMukamal, LLP**, as assignee (the “Assignee”) for the benefit of creditors of the Assignors (the “Disclosing Party”). The Receiving Party and the Disclosing Party are sometimes referred to below individually as a “Party” and collectively as the “Parties”. Capitalized terms not otherwise defined in this Agreement shall have the same meaning ascribed to such terms in the Recitals below.

RECITALS

WHEREAS, on March 14, 2019, Laser Spine Institute, LLC, a Florida limited liability company, and the affiliated companies listed on Exhibit A attached to this Agreement (collectively, the “Assignors”) assigned and conveyed all of their assets (the “Assigned Assets”) to the Assignee;

WHEREAS, on March 14, 2019, the Assignee filed a Petition Commencing Assignment for Benefit of Creditors in the Circuit Court of the Thirteenth Judicial Circuit in and for Hillsborough County, Florida Civil Division, styled *In re: Laser Spine Institute, LLC, Assignor, to Soneet Kapila, Assignee*, Case No. 2019-CA-2762, Division L;

WHEREAS, the Receiving Party has requested that the Disclosing Party provide to the Receiving Party certain Confidential Information and Confidential Materials (as such terms are defined below) for the Receiving Party to review in order to evaluate a potential business opportunity between the Receiving Party and the Disclosing Party, including to prepare a proposal with respect to a potential sale involving the Assigned Assets (the “Possible Transaction”);

WHEREAS, as a condition to furnishing the Confidential Information and the Confidential Materials to the Receiving Party and in order to protect the Confidential Information and the Confidential Materials, the Disclosing Party has required the Receiving Party to enter into this Agreement and abide by its terms; and

WHEREAS, the Receiving Party, as a condition to receiving the Confidential Information and the Confidential Materials, has agreed to enter into this Agreement and agrees to keep such Confidential Information and Confidential Materials confidential in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and in consideration for the furnishing by the Disclosing Party of the Confidential Information and the Confidential Materials to the Receiving Party, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, with the intent to be legally bound, agree as follows:

1. **Defined Terms.**

(a) “Confidential Information” shall include all information pertaining to the Assignors and their respective affiliates, employees, salespersons, independent contractors, agents,

officers, directors, customers, suppliers, vendors, manufacturers, distributors, dealers, predecessors, successors and assigns disclosed by the Disclosing Party (or by a third party at the direction of the Disclosing Party) to the Receiving Party, regardless of the form or manner of disclosure (including, but not limited to, information learned by the Receiving Party from the Disclosing Party's employees, agents, officers, directors, professional advisors or other representatives or through inspection of the Assigned Assets or the books and records of the Assignors), and including, but not limited to: (i) information that relates to the Assignors' trade secrets, products, services, product specifications, data, inventions, ideas, techniques, know-how, past, current and planned research and development, current and planned methods and processes, client lists, current and anticipated client, service provider and consultant requirements, price lists, market studies, business strategy and plans, business opportunities, computer hardware, software and programs (including object codes and source codes), computer database technologies and systems, and distribution, marketing, financial, merchandising, customer, sales and/or salary information; (ii) all information concerning the Assignors' business and affairs, operations, finances, assets, liabilities, forecasts, historical financial statements, financial projections and budgets, historical and projected sales, capital spending, budgets, strategic plans, marketing and advertising plans, publications, agreements, the names and backgrounds of clients and consultants and other service providers, key personnel, personnel training, and techniques and materials; (iii) third party confidential information in the custody or care of the Disclosing Party to the extent the same is subject to a duty of confidentiality to such third party; (iv) all offering documents and materials (including offering memoranda, supplements thereto and similar documents); (v) all notes, analyses, compilations, statistics, studies, summaries, interpretations, and other material prepared by or for the Receiving Party which contain, are based on, or otherwise reflect, in whole or in part, any of the foregoing; and (vi) the existence and terms and conditions of this Agreement and the existence and content of the discussions between the Disclosing Party and the Receiving Party regarding a Possible Transaction. Information disclosed by the Disclosing Party to the Receiving Party need not be identified as "confidential" to be deemed "Confidential Information" pursuant to this Agreement.

(b) "Confidential Materials" shall mean all materials containing Confidential Information, including, without limitation, all writings and recordings, including the originals and all non-identical copies, whether different from the original by reason of any notation made on such copies or otherwise (including, without limitation, e-mails and attachments, correspondence, memoranda, notes, diaries, minutes, statistics, statements, tags, labels, invoices, brochures, periodicals, telegrams, receipts, returns, summaries, pamphlets, books, inter-office and intra-office communications, offers, notations of any sort of conversations, working papers, applications, permits, file wrappers, indices, telephone calls, meetings or printouts, teletypes, telefaxes, invoices, work sheets, and all drafts, alterations, modifications, changes and amendments of any of the foregoing), and graphic or aural representations of any kind (including, without limitation, photographs, charts, microfiche, microfilm, video tape, recordings, motion pictures, plans, drawings, and surveys), and all materials within the full scope of FED.R.CIV.P. 34 including, but not limited to, all electronic, mechanical, magnetic, or optical records or representations of any kind (including, without limitation, computer files and programs, tapes, cassettes, discs, recordings), metadata, and information stored on a computer, laptop, hand-held computer device, disk, CD, DVD, and any mechanical recording or production of any oral material.

2. **Trade Secrets.** All trade secrets of the Assignors also shall be entitled to all of the protections and benefits of the Florida Uniform Trade Secrets Act (the “Trade Secrets Act”) and any other applicable laws. If any information that the Disclosing Party deems to be a trade secret of the Assignors is found by a court of competent jurisdiction not to be a trade secret, then such information nevertheless shall be considered Confidential Information for purposes of this Agreement. In the case of trade secrets, the Receiving Party waives any requirement that the Disclosing Party submit proof of the economic value of any trade secret or post a bond or other security. Additionally, the Receiving Party acknowledges that nothing in this Agreement (including Section 17 below) shall place a time limitation on the period of protection of such trade secret, it being agreed that the trade secrets of the Assignors shall enjoy perpetual protection against unauthorized disclosure or use, subject only to the provisions of the Trade Secrets Act and other applicable laws.

3. **Limitations.** The term “Confidential Information” shall not include such portions of the Confidential Information that: (i) are already published or available to the public other than as a result of disclosure by the Receiving Party or any of its employees, officers, directors, members, managers, affiliates, agents, attorneys, accountants or other representatives or advisors (collectively, the “Representatives”); (ii) become available to the Receiving Party on a non-confidential basis from a source (other than the Disclosing Party or one of the Disclosing Party’s employees, officers, directors, members, managers, affiliates, agents, attorneys, accountants or other representatives or advisors) that is not prohibited from disclosing such Confidential Information to the Receiving Party by a legal, contractual, or fiduciary obligation to the Disclosing Party or the Assignors; (iii) can be shown by written documentation to have been independently developed by the Receiving Party without use of or reliance upon any Confidential Information or Confidential Materials of the Disclosing Party; and/or (iv) was demonstrably within the actual possession of the Receiving Party or its Representatives prior to it being furnished by or on behalf of the Disclosing Party pursuant to this Agreement.

4. **Property of the Disclosing Party.** Notwithstanding anything to the contrary contained in this Agreement, all of the Confidential Information and the Confidential Materials are and shall remain the property of the Disclosing Party. By disclosing information to the Receiving Party, the Disclosing Party does not grant any express or implied right or interest in the patents, copyrights, trademarks, trade secret information, or intellectual property rights of the Assignors. The Disclosing Party reserves the right to limit the Receiving Party’s access to the premises, facilities, equipment, customers, vendors, data and other materials, information and personnel of the Assignors (including, without limitation, as provided in Section 9 below).

5. **Non-Disclosure.** The Receiving Party: (i) shall treat the Confidential Information and the Confidential Materials as confidential in accordance with the terms and conditions of this Agreement; (ii) shall not use or disclose to any person the Confidential Information or the Confidential Materials for any purpose other than in connection with the consideration of a Possible Transaction, subject in all cases to the provisions of this Agreement; (iii) shall not copy or reproduce any of the Confidential Information or the Confidential Materials without the prior written consent of the Disclosing Party; (iv) shall reveal the Confidential Information and the Confidential Materials only to its Representatives who need to know the Confidential Information and the Confidential Materials in connection with a Possible Transaction, and who (A) are informed by the Receiving Party of the confidential and proprietary nature of the Confidential

Information and the Confidential Materials, and (B) before receiving the Confidential Information or the Confidential Materials, agree to maintain their confidentiality in accordance with the terms and conditions of this Agreement; (v) except as provided in Section 7 below, shall not, without the Disclosing Party's prior written consent, disclose (A) to any other person, other than its Representatives, the fact that the Confidential Information or the Confidential Materials have been made available to the Receiving Party, (B) that discussions or negotiations are taking place concerning a Possible Transaction, or (C) any of the terms, conditions, or other facts with respect thereto; (vi) shall take all reasonable precautions necessary to safeguard the Confidential Information and the Confidential Materials from disclosure to any person or entity other than its Representatives, including taking reasonable security precautions at least as great as the precautions the Receiving Party takes to protect its own confidential information; and (vii) segregate all Confidential Information and Confidential Materials from the confidential information or confidential materials of others. At the request of the Disclosing Party, the Receiving Party shall require its Representatives to sign a copy of this Agreement. Regardless of whether the Receiving Party's Representatives sign a copy of this Agreement, the Receiving Party shall be responsible for any breach of this Agreement by its Representatives. The Receiving Party shall notify the Disclosing Party promptly upon discovery of any unauthorized use or disclosure of the Confidential Information or the Confidential Materials, or any other breach of this Agreement by the Receiving Party or any of its Representatives, and shall fully cooperate with the Disclosing Party to help the Disclosing Party regain possession of the Confidential Information or the Confidential Materials and prevent the unauthorized use of the Confidential Information or the Confidential Materials.

6. Return of Confidential Information and Confidential Materials. The Receiving Party shall keep a written record of the Confidential Information and the Confidential Materials furnished to it and the location of such Confidential Information and Confidential Materials. At any time, at the Disclosing Party's request, all copies of the Confidential Information and the Confidential Materials shall be returned to the Disclosing Party within five (5) business days of such request; provided, however, that the Receiving Party shall be permitted to retain a list that contains general descriptions of the documents it has returned to the Disclosing Party to facilitate the resolution of any controversies after the Confidential Information and the Confidential Materials have been returned. To the extent that the Receiving Party utilizes any portion of the Confidential Information or the Confidential Materials to prepare its own analyses, compilations, studies, data, notes, interpretations or other documents (the "Notes"), at any time, at the Disclosing Party's request, the Receiving Party shall destroy the Notes and promptly thereafter provide the Disclosing Party with written certification of their destruction. The Receiving Party shall also, within ten (10) days of a written request by the Disclosing Party, certify in writing that it has satisfied its obligations under this Section 6 or explain why the Receiving Party has been unable to do so. All Confidential Information and Confidential Materials shall continue to be subject to the terms of this Agreement even after their return or destruction or the termination of this Agreement.

7. Legal Compulsion to Disclose Confidential Information or Confidential Materials. In the event that the Receiving Party is issued any subpoena or other process requesting any of the Confidential Information or the Confidential Materials, the Receiving Party agrees that it will immediately furnish a copy of such subpoena or other process, via overnight delivery, to counsel to the Assignee, Edward J. Peterson, Esq. and Matthew B. Hale, Esq. of Stichter, Riedel,

Blain & Postler, P.A., 110 East Madison Street, Suite 200, Tampa, Florida 33602, and to the Disclosing Party at the address set forth on Exhibit B attached to this Agreement. In the event that the Receiving Party is requested or becomes legally compelled (by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process) to disclose any of the Confidential Information or the Confidential Materials, then the Receiving Party shall provide the Disclosing Party with prompt written notice of such request or requirement so that the Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the terms of this Agreement. In the event that such protective order or other remedy is not obtained, or that the Disclosing Party waives compliance with the provisions hereof, the Receiving Party agrees to furnish only that portion of the Confidential Information or the Confidential Materials which the Receiving Party determines in its reasonable discretion is required to be disclosed and the Receiving Party shall exercise reasonable efforts to obtain reliable assurance from the person to whom it furnishes the Confidential Information or the Confidential Materials that confidential treatment will be accorded to such Confidential Information or Confidential Materials. The Receiving Party also agrees that it will, to the extent authorized by law, reasonably cooperate with the Disclosing Party in opposing the production of the Confidential Information or the Confidential Materials; provided, however, in the event the Receiving Party incurs any cost or expense in providing such cooperation, the Disclosing Party shall promptly reimburse the Receiving Party for any such cost or expense upon the Receiving Party's tendering of a receipt therefor. If an opinion of independent counsel is required prior to compliance with a subpoena or court order, the Disclosing Party agrees to reimburse the Receiving Party for the associated costs.

8. **Attorney-Client Privilege.** The Receiving Party agrees that the Disclosing Party is not waiving, and shall not be deemed to have waived, its attorney-client privilege with respect to any Confidential Information or Confidential Materials (including, without limitation, Confidential Information or Confidential Materials pertaining to pending or threatened litigation) which may be disclosed hereunder by the Disclosing Party and with respect to which the Disclosing Party has asserted, or is entitled to assert, its attorney-client privilege. The Receiving Party agrees that the Disclosing Party shall be entitled to require that such Confidential Information or Confidential Materials be disclosed only to certain specified Representatives and to the Receiving Party's legal counsel and that no further disclosure thereof be made.

9. **HIPAA Compliance.** The Receiving Party agrees that it will not have access to any patient care information or records of the Assignors that are subject to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), absent the execution of a separate agreement that addresses HIPAA requirements. Until the consummation of the Possible Transaction, the Receiving Party agrees that it shall not contact or otherwise communicate with any patients (past, present, or future) of the Assignors without obtaining the prior written consent of the Disclosing Party and allowing one or more Representatives of the Disclosing Party to be present at the time of any meetings with any such patients. To the extent confidential patient or other information protected by HIPAA is inadvertently disclosed to the Receiving Party, the Receiving Party shall hold such information in strictest confidence, shall notify the Disclosing Party of its receipt of such information, and shall promptly thereafter return such information to the Disclosing Party and destroy any and all copies thereof. This Section 9 shall survive the closing of the Possible Transaction and/or the termination of this Agreement.

10. **Remedies.** The Receiving Party shall indemnify and hold the Disclosing Party harmless from any damages, losses, costs, or liabilities arising out of or resulting from any unauthorized use or disclosure by the Receiving Party or its Representatives of the Confidential Information or the Confidential Materials or other breach of this Agreement by the Receiving Party or its Representatives, including, but not limited to, reasonable attorneys' fees, court costs and other litigation expenses incurred in connection with the enforcement of this Agreement. Given the nature of the Confidential Information and the Confidential Materials and the damage that would result to the Disclosing Party if information contained therein were disclosed to any third party, money damages would not be a sufficient remedy for any breach of this Agreement by the Receiving Party or its Representatives. Therefore, in addition to all other remedies, the Disclosing Party shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach or threatened breach, and the Receiving Party and its Representatives waive any requirement for the securing or posting of any bond in connection with such remedy.

11. **No Representations or Warranties.** The Receiving Party acknowledges and agrees that neither the Disclosing Party nor any of its employees, officers, directors, members, managers, affiliates, agents, attorneys, accountants or other representatives or advisors (i) has made or will make any representation or warranty, expressed or implied, as to the accuracy or completeness of the Confidential Information or the Confidential Materials or the relevance of the Confidential Information or the Confidential Materials to the Receiving Party's determination whether to enter into a Possible Transaction or the terms on which the Receiving Party might be prepared to do so or (ii) shall have any liability whatsoever to the Receiving Party or its Representatives relating to or resulting from the use of or reliance upon the Confidential Information or the Confidential Materials or any errors therein or omissions therefrom, other than as may be set forth in a definitive agreement (a "Definitive Agreement") between the Parties with respect to a Possible Transaction. Only those representations and warranties contained in a Definitive Agreement between the Parties with respect to a Possible Transaction shall have any legal effect. The Disclosing Party shall not be liable to the Receiving Party for amounts representing loss of profits, loss of business or indirect, consequential or punitive damages of the Receiving Party in connection with the provision or use of the Confidential Information or the Confidential Materials.

12. **Transaction Process.** Each of the Parties acknowledges and agrees that the other Party shall have the right to reject or accept any potential proposal or offer with respect to a Possible Transaction, for any reason whatsoever, in its sole discretion. Furthermore, neither the discussions between the Parties concerning a Possible Transaction nor the disclosure of the Confidential Information or the Confidential Materials hereunder shall be interpreted or construed to limit or restrict the right of the Disclosing Party to furnish or disclose the Confidential Information or the Confidential Materials to others for any purpose it deems appropriate, including, but not limited to, the pursuit or consideration of a possible transaction with such other person or entity. The Parties further agree that unless and until a Definitive Agreement between the Parties with respect to a Possible Transaction has been executed and delivered, neither Party will be under any legal obligation of any kind whatsoever with respect to such Possible Transaction (including, without limitation, any obligation to negotiate in good faith toward a binding contract) by reason of this Agreement, the transmission of any Confidential Information or Confidential Materials, any written or oral expression with respect to a Possible Transaction or for any other reason. Each Party reserves the right at any time to terminate its consideration of a Possible Transaction.

13. **Governing Law and Venue.** The internal laws of the State of Florida, without regard to principles of conflicts of laws, shall govern the validity and interpretation of this Agreement, and the performance by the Parties of their respective duties and obligations hereunder. The Parties irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the courts of the State of Florida and of the United States of America located in the State of Florida, County of Hillsborough, for any actions, suits or proceedings arising out of or related to this Agreement. The Parties shall not commence any action, suit or proceeding relating to this Agreement except in such courts. The Parties agree that they may be served with process and receive notices at their respective addresses set forth on Exhibit B attached to this Agreement. The Parties irrevocably and unconditionally waive any objection to the laying of venue in any of the aforementioned courts and shall not plead or claim in any such court that an action, suit or proceeding brought in such court has been brought in an inconvenient forum.

14. **Notice and Service of Process.** All service of process, notices, consents, requests, claims, demands, instructions or other communications to be given hereunder by the Parties shall be in writing. All such service of process, notices, consents, requests, claims, demands, instructions or other communications may be given personally, by registered or certified mail (with proof of receipt, postage and expenses prepaid, return receipt requested), express package service, facsimile transmission, or electronic mail transmission. All such notices shall be deemed to be received as follows: (i) if delivered personally, when received, (ii) if mailed, three (3) days after being mailed, (iii) if sent by express package service, when signed for, (iv) if sent by facsimile transmission, when the fax has transmitted over the telephone lines, as evidenced by a fax confirmation report generated by the transmitting machine (provided that a copy of such notice is also sent via U.S. mail, postage prepaid), and (v) if sent by electronic mail transmission, two (2) days after being sent. All notices shall be sent to the Parties at their respective addresses set forth on Exhibit B attached to this Agreement. The Receiving Party acknowledges and agrees that all (a) requests for Confidential Information or Confidential Materials, (b) communications regarding the Possible Transaction, (c) requests for facility tours or meetings, and (d) discussions or questions regarding procedures, shall be submitted or directed to Soneet Kapila of the Disclosing Party, unless otherwise directed in writing by Soneet Kapila.

15. **Entire Agreement.** This Agreement constitutes the complete and exclusive statement of the terms and conditions between the Parties covering the subject matter hereof, supersedes all prior agreements and understandings concerning such subject matter, whether oral or written, and cannot be amended except by a written agreement executed by an authorized representative of each Party.

16. **Waiver of Breach.** No waiver of any provision of this Agreement shall be valid or binding unless the same is waived in writing by the Party against whom such waiver is to be enforced. No valid waiver of any provision of this Agreement at any time shall be deemed a waiver of any other provision of this Agreement at such time or will be deemed a valid waiver of such provision at any other time. No failure or delay by any Party in exercising any right, power, or privilege under this Agreement shall operate as waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise of any right, power or privilege hereunder.

17. **Term.** Unless otherwise set forth in this Agreement, this Agreement shall terminate on the earlier to occur of: (i) the consummation of a Possible Transaction pursuant to a

Definitive Agreement, and (ii) two (2) years from the date that the Parties terminate their discussions and consideration of a Possible Transaction; provided, however, that all Confidential Information and Confidential Materials shall continue to be subject to the terms of this Agreement after the termination of this Agreement.

18. **Severability.** If any provision of this Agreement, or the application of any provision of this Agreement to any person or circumstance, is held to be invalid, illegal or unenforceable, or inconsistent with any present or future law, ruling, rule, policy or regulation of any court or governmental or regulatory authority having jurisdiction over the subject matter hereof, then the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby and such provision shall be deemed to be rescinded or modified in accordance with such law, ruling, rule, policy or regulation, and the remainder of this Agreement, and the application of such provision to persons or circumstances other than those to which it shall be held inconsistent, shall not be affected thereby.

19. **Binding Nature; Assignment.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, permitted assigns and legal representatives. Neither this Agreement, nor any right hereunder, may be assigned by either Party without the prior written consent of the other Party.

20. **Counterparts.** This Agreement may be executed by the Parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of a number of copies hereof each signed by less than all, but together signed by all of the Parties. A facsimile signature shall be considered the same as an original signature for purposes of execution of this Agreement.

21. **Publicity.** No publicity, release or announcement concerning this Agreement or the transactions contemplated hereby shall be made by either Party without advance written approval thereof by the other Party. The Receiving Party will not use or permit the use of the Disclosing Party's or any Assignor's name, logos, trademarks or other identifying data, or otherwise discuss or make reference to the Disclosing Party or the Assignors, in any notices to third parties, any promotional or marketing material or in any press release or other public announcement or advertisement, however characterized, without the Disclosing Party's prior written consent.

22. **Drafting.** No provision of this Agreement shall be interpreted for or against either Party on the basis that such Party was the draftsman of such provision, both Parties having participated equally in the drafting hereof, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

“RECEIVING PARTY”

By: _____
Name: _____
Title _____

“DISCLOSING PARTY”

Soneet Kapila, as Assignee in the Assignment
for the Benefit of Creditor Proceedings of the
Assignors listed on Exhibit A attached to this
Agreement

EXHIBIT A

Case No.	Assignor
2019-CA-2764	CLM Aviation, LLC
2019-CA-2765	LSI HoldCo, LLC
2019-CA-2766	LSI Management Company, LLC
2019-CA-2767	Laser Spine Surgery Center of Arizona, LLC
2019-CA-2768	Laser Spine Surgery Center of Cincinnati, LLC
2019-CA-2769	Laser Spine Surgery Center of Cleveland, LLC
2019-CA-2770	Laser Spine Surgical Center, LLC
2019-CA-2771	Laser Spine Surgery Center of Pennsylvania, LLC
2019-CA-2772	Laser Spine Surgery Center of St. Louis, LLC
2019-CA-2773	Laser Spine Surgery Center of Warwick, LLC
2019-CA-2774	Medical Care Management Services, LLC
2019-CA-2775	Spine DME Solutions, LLC
2019-CA-2776	Total Spine Care, LLC
2019-CA-2777	Laser Spine Institute Consulting, LLC
2019-CA-2780	Laser Spine Surgery Center of Oklahoma, LLC

EXHIBIT B

FOR THE RECEIVING PARTY:

Telephone No: _____

Facsimile No.: _____

Email: _____

Notices sent to the Receiving Party under this Agreement to be sent with a copy to:

Telephone No: _____

Facsimile No.: _____

Email: _____

FOR THE DISCLOSING PARTY:

Soneet Kapila, Assignee
KapilaMukamal, LLP
1000 South Federal Highway, Suite 200
Fort Lauderdale, Florida 33316

Telephone No: 954/712-3201

Facsimile No.: 954/761-1033

Email: skapila@kapilamukamal.com

Notices sent to the Disclosing Party under this Agreement to be sent with a copy to:

Edward J. Peterson, Esq.
Matthew B. Hale, Esq.
Stichter, Riedel, Blain & Postler, P.A.
110 East Madison Street, Suite 200
Tampa, Florida 33602

Telephone No.: 813/229-0144

Facsimile No.: 813/229-1811

Email: epeterson@srbp.com; mhale@srbp.com