

IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT  
IN AND FOR HILLSBOROUGH COUNTY, FLORIDA  
CIVIL DIVISION

In re:

Laser Spine Institute, LLC <sup>1</sup>	Case No. 2019-CA-2762
CLM Aviation, LLC	Case No. 2019-CA-2764
LSI HoldCo, LLC	Case No. 2019-CA-2765
LSI Management Company, LLC	Case No. 2019-CA-2766
Laser Spine Surgery Center of Arizona, LLC	Case No. 2019-CA-2767
Laser Spine Surgery Center of Cincinnati, LLC	Case No. 2019-CA-2768
Laser Spine Surgery Center of Cleveland, LLC	Case No. 2019-CA-2769
Laser Spine Surgical Center, LLC	Case No. 2019-CA-2770
Laser Spine Surgery Center of Pennsylvania, LLC	Case No. 2019-CA-2771
Laser Spine Surgery Center of St. Louis, LLC	Case No. 2019-CA-2772
Laser Spine Surgery Center of Warwick, LLC	Case No. 2019-CA-2773
Medical Care Management Services, LLC	Case No. 2019-CA-2774
Spine DME Solutions, LLC	Case No. 2019-CA-2775
Total Spine Care, LLC	Case No. 2019-CA-2776
Laser Spine Institute Consulting, LLC	Case No. 2019-CA-2777
Laser Spine Surgery Center of Oklahoma, LLC	Case No. 2019-CA-2780

Assignors,

Consolidated Case No.  
2019-CA-2762

to

Soneet Kapila,

Division L

Assignee.

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LSI Management Company, LLC

Case No. 2019-CA-2766

Applicable Assignor.

**IMPORTANT NOTICE OF ABANDONMENT AND NOTICE OF HEARING**

<sup>1</sup> On April 8, 2019, the Court entered an order administratively consolidating this case with the assignment cases of the following entities: LSI Management Company, LLC; Laser Spine Institute Consulting, LLC; CLM Aviation, LLC; Medical Care Management Services, LLC; LSI HoldCo, LLC; Laser Spine Surgical Center, LLC; Laser Spine Surgery Center of Arizona, LLC; Laser Spine Surgery Center of Cincinnati, LLC; Laser Spine Surgery Center of St. Louis, LLC; Laser Spine Surgery Center of Pennsylvania, LLC; Laser Spine Surgery Center of Oklahoma, LLC; Laser Spine Surgery Center of Warwick, LLC; Laser Spine Surgery Center of Cleveland, LLC; Total Spine Care, LLC; and Spine DME Solutions, LLC.

**A HEARING ON THE ABANDONMENT SET FORTH IN THIS MOTION AND NOTICE AND ANY OBJECTIONS FILED TO SAME WILL BE HEARD BEFORE THE HONORABLE STEVEN SCOTT STEPHENS, CIRCUIT COURT JUDGE, ON JUNE 27, 2019 AT 2:00 P.M. IN HEARING ROOM 512, GEORGE E. EDGECOMB COURTHOUSE, 800 EAST TWIGGS STREET, TAMPA, FLORIDA 33602.**

**NOTICE OF AND MOTION TO ABANDON CERTAIN ASSETS TO TEXAS CAPITAL BANK, AS ADMINISTRATIVE AGENT**

Soneet Kapila, as assignee (“Assignee”) for LSI Management Company, LLC (“LSI Management”), pursuant to Fla. Stat. §§ 727.108(11) and 727.109, hereby provides notice to all parties in interest that he intends to abandon, pursuant to §727.108(11), Florida Statutes, certain assets of LSI Management to Texas Capital Bank, as administrative agent, unless a written objection is filed, and moves the Court to approve this abandonment and resolve any objections to the relief and notice sought herein (the “**Motion**”), and states:

**PROCEDURAL AND FACTUAL BACKGROUND**

1. On March 14, 2019, Laser Spine Institute, LLC (“LSI”) executed and delivered an assignment for the benefit of creditors to the Assignee. The Assignee filed a Petition with the Court on March 14, 2019, commencing an assignment for the benefit of creditors proceeding pursuant to Section 727 of the Florida Statutes (the “**LSI Assignment Case**”).

2. Simultaneous with the filing of the LSI Assignment Case, the Assignee filed fifteen other Petitions commencing assignment for the benefit of creditors proceedings for 15 affiliates of LSI (the “**Affiliated Assignment Cases**,” and together with the LSI Assignment Case, the “**Assignment Cases**”): LSI Management Company, LLC; Laser Spine Institute Consulting, LLC; CLM Aviation, LLC; Medical Care Management Services, LLC; LSI HoldCo, LLC; Laser Spine Surgical Center, LLC; Laser Spine Surgery Center of Arizona, LLC; Laser Spine Surgery Center of Cincinnati, LLC; Laser Spine Surgery Center of St. Louis, LLC; Laser Spine Surgery Center of Pennsylvania, LLC; Laser Spine Surgery Center of Oklahoma, LLC; Laser Spine Surgery Center

of Warwick, LLC; Laser Spine Surgery Center of Cleveland, LLC; Total Spine Care, LLC; and Spine DME Solutions, LLC (collectively, together with LSI, the “**Assignors**”).

### **RELIEF REQUESTED**

3. In connection with the Assignment, the Assignors completed Schedules listing their assets and liabilities.

4. In Schedule A, the Assignors listed that certain Agreement for Services – HFD Advantage Program (the “**Agreement for Services**”), dated December 10, 2015, by and between Healthcare Finance Direct, LLC (“**HFD**”), and LSI Management. The assets of LSI Management include all Accounts, Instruments, Collateral Notes, retail installment credit contracts and financial arrangements entered into or provided by it, including all proceeds thereof, and all documentation evidencing or related thereto under or pursuant to the Agreement for Services (collectively, the “**HFD Assets**”).

5. Texas Capital Bank, National Association, in its capacity as Administrative Agent to the lender group (“**TCB**”), asserts a lien on, among other assets of the Assignors, the HFD Assets<sup>2</sup> under the Credit Agreement (or any related documents or agreements), dated as of July 2, 2015 by and between Laser Spine Institute, LLC, LSI Management Company, LLC, Laser Spine Institute Consulting, LLC and Medical Care Management Services, LLC, as borrowers, and Texas Capital Bank, National Association, as Administrative Agent.

6. The Assignee, during the course of his duties, has determined that there is no equity in the HFD Assets above the amount owed to TCB.

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<sup>2</sup> The Assignee continues to investigate the validity and the priority of claims and liens and nothing herein shall be deemed a waiver of the Assignee’s rights to contest the validity and priority of claims and liens, except as otherwise set forth in the Motion as to the HFD Assets.

7. Section 727.108 of the Florida Statutes, which delineates the “Duties of Assignee,” provides that the Assignee shall “[a]bandon assets to duly perfected secured or lien creditors, where, after due investigation, he or she determines that the estate has no equity in such assets or such assets are burdensome to the estate or are of inconsequential value and benefit to the estate.” Fla. Stat. § 727.108 (2018).

8. At least as to the HFD Assets, TCB appears to be a “duly perfected secured creditor” within the meaning of the statute. The Assignee has determined that the estate has no equity in the HFD Assets over and above the asserted secured claims of TCB, and that it is appropriate to transfer the HFD Assets to TCB. To effectuate the abandonment, subject to court approval, the Assignee has agreed to that certain SURRENDER OF COLLATERAL AND CONSENT TO STRICT FORECLOSURE (the “**Surrender Agreement**”) with TCB, the proposed form of which is attached hereto as **Exhibit A** and incorporated by reference herein. As further set forth in the Surrender Agreement, in exchange for the abandonment, the assignment estate of LSI Management will receive a credit of \$10 million towards the indebtedness owed to TCB.

9. Further, the HFD Assets are burdensome to the estate in that there is no value above the liens asserted by TCB. In addition, collection of and accounting for the payments under the HFD Assets is burdensome, and of inconsequential value in light of the liens asserted by TCB.

10. The Assignee believes it is in the best interest of the assignment estate and its creditors to abandon and transfer the HFD Assets to TCB in accordance with the Surrender Agreement.

11. Therefore, by this Notice, the Assignee hereby advises all parties in interest of its intent to abandon the HFD Assets to TCB, consistent with the Court’s Order limiting notice.

WHEREFORE, the Assignee requests the Court enter an order granting this Motion, authorizing the Assignee to enter into the Surrender Agreement and to abandon and transfer the HFD Assets to TCB in accordance with the Surrender Agreement, and for such other and further relief as is just.

*/s/ Edward J. Peterson*

Edward J. Peterson (FBN 0014612)

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Counsel for Assignee

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing *Notice of and Motion to Abandon Certain Assets to Texas Capital Bank, as Administrative Agent* has been furnished on this 3<sup>rd</sup> day of June, 2019 by the Court's electronic system to all parties receiving electronic service, and by either U.S. mail or electronic mail to the parties on the Limited Notice Parties list.

/s/ Edward J. Peterson

Edward J. Peterson

MASTER LIMITED NOTICE SERVICE LIST

May 31, 2019

**Assignors and Assignor's Counsel: (via the Court's electronic servicing system)**

CLM Aviation, LLC  
LSI HoldCo, LLC  
LSI Management Company, LLC  
Laser Spine Surgery Center of Arizona, LLC  
Laser Spine Surgery Center of Cincinnati, LLC  
Laser Spine Surgery Center of Cleveland, LLC  
Laser Spine Surgical Center, LLC  
Laser Spine Surgery Center of Pennsylvania, LLC  
Laser Spine Surgery Center of St. Louis, LLC  
Laser Spine Surgery Center of Warwick, LLC  
Laser Spine Institute, LLC  
Medical Care Management Services, LLC  
Spine DME Solutions, LLC  
Total Spine Care, LLC  
Laser Spine Institute Consulting, LLC  
Laser Spine Surgery Center of Oklahoma, LLC  
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**Assignee and Assignee's Counsel (via the Court's electronic servicing system)**

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**Secured Creditors:**

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Lake Oswego, OR 97035

Steris Corporation  
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Mentor, OH 44060

CIT Bank, N.A.  
10201 Centurion Pkwy., #400  
Jacksonville, FL 32256

Medport Billing, LLC  
6352 S. Jones Blvd., #400  
Las Vegas, NV 89118

U.S. Bank Equipment Finance  
1310 Madrid St.  
Marshall, MN 56258

Maricopa County Treasurer  
c/o Peter Muthig, Esq.  
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**Those Parties and Attorneys Formally Requesting Notice (via the Court's electronic servicing system unless otherwise noted)**

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Case No. 2019-CA-2780

Assignors,

Consolidated Case No.  
2019-CA-2762

to

Soneet Kapila,

Division L

Assignee.

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# EXHIBIT A

**NOTICE OF AND MOTION TO ABANDON CERTAIN ASSETS  
TO TEXAS CAPITAL BANK, AS ADMINISTRATIVE AGENT**

**SURRENDER OF COLLATERAL AND  
CONSENT TO STRICT FORECLOSURE  
AGREEMENT**

This SURRENDER OF COLLATERAL AND CONSENT TO STRICT FORECLOSURE AGREEMENT (the "Agreement") is entered into as of June 3, 2019 by and between SONEET KAPILA, ASSIGNEE (the "Assignee") under Florida assignment for the benefit of creditors cases for the entities listed below (collectively, the "Assignors"),<sup>1</sup> the lenders party hereto, and TEXAS CAPITAL BANK, NATIONAL ASSOCIATION, as administrative agent for the Lenders (in such capacity, the "Administrative Agent"). Capitalized terms used but not defined in this Agreement shall have the meanings given them in the Credit Agreement (defined below).

**RECITALS**

A. LASER SPINE INSTITUTE, LLC, a Florida limited liability company, LSI MANAGEMENT COMPANY, LLC, a Florida limited liability company, LASER SPINE INSTITUTE CONSULTING, LLC, a Delaware limited liability company, and MEDICAL CARE MANAGEMENT SERVICES, LLC, a Delaware limited liability company (collectively, the "Borrowers" and each individually, a "Borrower"), the Lenders from time to time party thereto (the "Lenders") and Administrative Agent entered into that certain Credit Agreement dated as of July 2, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), which was guaranteed by certain of the Assignors (collectively, the "Guarantors");

B. The Lenders and the Administrative Agent have alleged that Events of Default occurred prior and after the Maturity Date of the Credit Agreement and are continuing, including under Section 10.1(a) of the Credit Agreement as a result of the Borrowers' failure to pay the Obligations when due on the Maturity Date (the "Existing Default");

C. As security for the performance of Borrowers' obligations under the Credit Agreement, the Lenders and the Administrative Agent assert that the Borrowers granted Lenders a security interest in all of Borrowers' personal property as more fully described in the Credit Agreement and the other Loan Documents (the "Collateral").

D. The Collateral includes that certain personal property of the Borrowers, including all Accounts, Instruments, Collateral Notes, retail installment credit contracts and financial arrangements entered into or provided by any Borrower, including all proceeds thereof, and all documentation evidencing or related thereto under or pursuant to that certain Agreement for Services – HFD Advantage Program (the "Agreement for Services"), dated December 10, 2015, by and between Healthcare Finance Direct, LLC ("HFD"), and LSI Management Company LLC ("LSMIC"), as the same may have been amended from time to time (the "HFD Collateral").

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<sup>1</sup> Laser Spine Institute, LLC; LSI Management Company, LLC; Laser Spine Institute Consulting, LLC; CLM Aviation, LLC; Medical Care Management Services, LLC; LSI HoldCo, LLC; Laser Spine Surgical Center, LLC; Laser Spine Surgery Center of Arizona, LLC; Laser Spine Surgery Center of Cincinnati, LLC; Laser Spine Surgery Center of St. Louis, LLC; Laser Spine Surgery Center of Pennsylvania, LLC; Laser Spine Surgery Center of Oklahoma, LLC; Laser Spine Surgery Center of Warwick, LLC; Laser Spine Surgery Center of Cleveland, LLC; Total Spine Care, LLC; and Spine DME Solutions, LLC.

**E.** The Administrative Agent has demanded from Borrowers payment of all moneys due the Administrative Agent and Lenders and possession of the HFD Collateral.

**F.** Assignee is the assignee for the benefit of creditors of the Borrowers, as assignors, in assignment proceedings pending in the Circuit Court of the Thirteenth Judicial District in and for Hillsborough County (the "Assignment Court").

**G.** Subject to approval of the Assignment Court upon notice and opportunity for hearing, Assignee has agreed to turn over the HFD Collateral, including directing HFD to cooperate and assigning Assignee's interests in the Agreement for Services, and agrees that Administrative Agent and Lenders may retain the HFD Collateral in partial satisfaction of the Obligations under the Credit Agreement as provided for in Section 9.620 of the Texas Business & Commerce Code (the "UCC"). Subject to approval of the Assignment Court upon notice and opportunity for hearing, Assignee has agreed to waive and renounce, after default, all of the Assignee's rights to notice of any kind, including a Notification of Disposition of Collateral and the right to require Disposition of Collateral as provided for in Section 9.624 of the UCC.

**NOW, THEREFORE**, in consideration of the premises herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

## **ARTICLE I**

### **Acknowledgments of Borrowers**

**1.01 Existing Defaults.** Assignee hereby acknowledge, confirm and agree that (a) the Existing Default has occurred and is continuing, (b) the Existing Default constitutes an Event of Default under and as defined in the Credit Agreement, and (c) as a result of the Existing Default, the Administrative Agent, at the direction of the Required Lenders, would be entitled to exercise certain rights and remedies in accordance with the Loan Documents.

**1.02 Debt Due and Payable.** Assignee acknowledges that the Borrowers are in default under the Credit Agreement. The Lenders assert that Borrowers are jointly and severally indebted to Lenders, in the amount asserted by Lenders to be at least \$154,000,000 as of March 4, 2019, including interest, costs, fees and expenses (the "Indebtedness"). Interest shall continue to accrue on the Indebtedness. In addition, Administrative Agent and Lenders are entitled to add to the Indebtedness all of Administrative Agent's and Lenders' costs, fees and expenses including reasonable attorneys' fees incurred in enforcing their rights. The Assignee reserves all rights with respect to the amount of the Indebtedness.

**1.03 Security Interest.** Assignee hereby acknowledges, confirms and agrees that (i) Administrative Agent and Lenders have been granted a security interest in the HFD Collateral, and (ii) Administrative Agent is entitled to immediately proceed to foreclose upon the HFD Collateral and to exercise Administrative Agent's other rights and remedies set forth in the Loan Agreement as provided by the UCC upon the HFD Collateral.

**1.04 Consent and Waivers.** (a) Assignee consents to Administrative Agent and Lenders retaining the HFD Collateral in partial satisfaction of the Indebtedness in accordance with the terms set forth herein and pursuant to the provisions of UCC Section 9.620; and

(b) Solely as to the HFD Collateral, Assignee irrevocably waives and renounces any and all rights to notice he has or may have under Sections 9.601, et seq., of the UCC, Part 6 of the UCC including, without limitation, all rights under Section 9.620 to receive notice of the proposed retention of the HFD Collateral or subsequent disposition of same, or to the full extent of the law, any other notice or right he may have arising under or pursuant to this or any other section of the UCC or otherwise.

## **ARTICLE II**

### **Acceptance of HFD Collateral by Administrative Agent and Lenders in Partial Satisfaction of Indebtedness**

**2.01** Pursuant to Section 9.620 of the UCC, upon satisfaction of the conditions precedent, this document shall constitute notice by the Administrative Agent and Lenders and receipt and consent by Assignee of Administrative Agent's proposal to retain the HFD Collateral in partial satisfaction of the Indebtedness. This Agreement shall also constitute Assignee's post-default waiver and renunciation of all of its rights under Article 9, subdivision 6, of the UCC (including, without limitation, Section 9.620).

**2.02** Assignee, subject to availability of funding, shall immediately assemble and make available to Administrative Agent for its immediate possession the HFD Collateral and all items relating thereto, including, but not limited to, computer disks, records as to the HFD Collateral, contracts, books and records and other information that may be of assistance to Administrative Agent in its management and liquidation of the HFD Collateral.

**2.03** For purposes of this Agreement, the location of the documents evidencing the HFD Collateral is the offices of Healthcare Finance Direct, LLC, 1201 24<sup>th</sup> Street, Suite B-200, Bakersfield, California 93301.

**2.04** Administrative Agent and Lenders agree to accept the HFD Collateral in partial satisfaction of the obligations constituting the Indebtedness in the amount of TEN MILLION DOLLARS (\$10,000,000.00), and such amount shall be credited against, and reduce the amount of, the Indebtedness. Assignee acknowledges that the credit being received for the HFD Collateral is fair and reasonable.

## **ARTICLE III**

### **No Waiver**

Nothing contained herein shall be construed as a waiver by the Administrative Agent or any Lender of any covenant or provision of the Credit Agreement, the other Loan Documents, this Agreement, or of any other contract or instrument between the Borrowers, on the one hand, and the Administrative Agent and the Lenders, on the other hand, and the failure by the Administrative Agent or the Lenders at any time or times hereafter to require strict performance of any provision thereof shall not waive, affect or diminish any right of the Administrative Agent or the Lenders to thereafter demand strict compliance therewith. The Administrative Agent and the Lenders hereby reserve all rights granted under the Credit Agreement, the other Loan Documents, this Agreement



and any other contract or instrument between the Borrowers, on the one hand, and the Administrative Agent and the Lenders, on the other hand. THIS AGREEMENT IS NOT TO BE CONSTRUED AS A CURE, WAIVER OR FORGIVENESS OF ANY DEFAULT OR EVENT OF DEFAULT UNDER AND AS DEFINED IN THE CREDIT AGREEMENT NOW EXISTING OR HEREAFTER ARISING.

**ARTICLE IV**  
**No Other Modification**

**4.01 Ratifications.** Except as expressly modified and superseded by this Agreement, the terms and provisions of the Credit Agreement and the other Loan Documents, are ratified and confirmed and shall continue in full force and effect. The Assignee hereby agrees that the Credit Agreement and the other Loan Documents shall continue to be legal, valid, binding and enforceable in accordance with their respective terms, except as limited by the Debtor Relief Laws, and subject to any rights, claims, or defenses that may exist other than those specifically waived in this Agreement.

**ARTICLE V**  
**Miscellaneous Provisions**

**5.01 Approval by the Assignment Court.** The Assignee's entry into, and duties and obligations under, this Agreement are subject in their entirety to the approval of the Assignment Court, and this Agreement shall be null and void if such approval is not obtained within sixty days of the date first written above. The Parties agree to use their best efforts to request and obtain approval of this Agreement by the Assignment Court.

**5.02 Survival of Representations and Warranties.** All representations and warranties made in this Agreement, the Credit Agreement, or any other Loan Document, including, without limitation, any document furnished in connection with this Agreement, shall survive the execution and delivery of this Agreement, and no investigation by the Administrative Agent or any closing shall affect such representations and warranties or the right of the Administrative Agent to rely upon them; provided, however, that the Assignee makes no representation or warranty as to any such representation and warranties as to any Loan Document.

**5.03 Reference to Credit Agreement.** Each of the Loan Documents, including the Credit Agreement, and any and all other agreements, documents or instruments now or hereafter executed and delivered pursuant to the terms hereof or pursuant to the terms of the Credit Agreement, as amended hereby, are hereby amended so that any reference in such Loan Documents to the Credit Agreement shall mean a reference to the Credit Agreement, as amended hereby.

**5.04 Expenses of Administrative Agent.** In accordance with Section 12.1 of the Credit Agreement, the Assignee acknowledges that Borrowers have agreed to pay on demand all reasonable costs and expenses incurred by the Administrative Agent and Lenders in connection

with the preparation, negotiation and execution of this Agreement and the other Loan Documents executed pursuant hereto and any and all amendments, modifications, and supplements thereto, including, without limitation, the reasonable and documented out-of-pocket costs and fees of the Administrative Agent's and Lenders' legal counsel, and all costs and expenses incurred by the Administrative Agent and Lenders in connection with the enforcement or preservation of any rights under the Credit Agreement or any other Loan Documents, including, without limitation, the costs and fees of the Administrative Agent's and Lenders' legal counsel and financial advisors.

**5.05 Severability.** Any provision of this Agreement held by a court of competent jurisdiction to be invalid or unenforceable shall not impair or invalidate the remainder of this Agreement and the effect thereof shall be confined to the provision so held to be invalid or unenforceable.

**5.06 Successors and Assigns; No Third Party Beneficiaries.** This Agreement is binding upon and shall inure to the benefit of each party hereto and their respective successors and assigns and upon execution by the Required Lenders shall be binding upon Administrative Agent and all Lenders, provided that the Assignee may not assign or transfer any of his rights or obligations hereunder without the prior written consent of the Administrative Agent and the Lenders. Except as expressly provided in the preceding sentence, neither this Agreement nor any of the provisions hereof shall inure to the benefit of any Person other than the parties hereto.

**5.07 Counterparts.** This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original, but all of which when taken together shall constitute one and the same instrument. Delivery of an executed counterpart to this Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart to this Agreement.

**5.08 Effect of Waiver.** No consent or waiver, express or implied, by the Administrative Agent or the Lenders to or for any breach of or deviation from any covenant or condition by any Borrower shall be deemed a consent to or waiver of any other breach of the same or any other covenant, condition or duty.

**5.09 Headings.** The headings, captions, and arrangements used in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

**5.10 APPLICABLE LAW. THIS AGREEMENT AND ANY OTHER LOAN DOCUMENTS EXECUTED PURSUANT HERETO SHALL BE DEEMED TO HAVE BEEN MADE AND TO BE PERFORMABLE IN AND SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. ALL ACTIONS, SUITS, OR OTHER PROCEEDINGS WITH RESPECT TO THIS AGREEMENT SHALL BE BROUGHT ONLY IN THE ASSIGNMENT COURT.**

**5.11 FINAL AGREEMENT. THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS REPRESENT THE ENTIRE AGREEMENT OF THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF ON THE DATE THIS AGREEMENT IS EXECUTED. THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS MAY**

**NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF. NO MODIFICATION, RESCISSION, WAIVER, RELEASE OR AGREEMENT OF ANY PROVISION OF THIS AGREEMENT SHALL BE MADE, EXCEPT BY A WRITTEN AGREEMENT SIGNED BY ASSIGNEE, THE ADMINISTRATIVE AGENT AND THE REQUIRED LENDERS.**

**5.12 Loan Document.** This Agreement shall be deemed to constitute a Loan Document for all purposes and in all respects.

**5.13 Additional Documents.** The Assignee, at the Administrative Agent's request, shall promptly execute or cause to be executed and shall deliver to the Administrative Agent, any and all documents, instruments and agreements reasonably requested by the Administrative Agent to give effect to or carry out the terms or intent of this Agreement, including without limitation facilitating assignment of Borrowers' interest in the Agreement for Services to the Administrative Agent.

**[Signature Pages Follow]**

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first written above.

**ASSIGNEE:**

**SONEET KAPILA, ASSIGNEE ON BEHALF OF THE  
ASSIGNORS:**



\_\_\_\_\_  
Soneet Kapila, Assignee

**ADMINISTRATIVE AGENT:**

**TEXAS CAPITAL BANK, NATIONAL ASSOCIATION**

By: \_\_\_\_\_

Name: Bruce Shilcutt

Title: Executive Vice President

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be duly executed as of the date first written above.

**ASSIGNEE:**

**SONEET KAPILA, ASSIGNEE ON BEHALF OF THE  
ASSIGNORS:**

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Soneet Kapila, Assignee

**ADMINISTRATIVE AGENT:**

**TEXAS CAPITAL BANK, NATIONAL ASSOCIATION**

By:   
Name: Bruce Shilcutt  
Title: Executive Vice President

