

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.

\_\_\_\_\_  
LSI Management Company, LLC

Case No. 2019-CA-2766

Applicable Assignor.

**ASSIGNEE'S MOTION TO APPROVE SETTLEMENT AGREEMENT  
AND RELEASE WITH LANDERHAVEN I LLC AND TEXAS CAPITAL BANK**

<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.

**The Assignee seeks to take the action described herein. Objections must be filed and served within twenty-one (21) days from the service of this Motion. In the event an objection is timely filed and served, the Court will hold a hearing on July 30, 2019 at 3:00 p.m. to consider any timely filed objections, and to consider the Assignee's Motion to Approve Settlement Agreement and Release with Landerhaven I LLC and Texas Capital Bank before the Honorable Judge Steven Scott Stephens, Hearing Room 512, 800 East Twiggs Street, Tampa, Florida 33602.**

**If no objection is timely filed and served, then all creditors and parties in interest have consented to the relief sought in this Motion and the Assignee shall submit a proposed order to the Court. The deadline to object is twenty-one (21) days from service of this Motion.**

Soneet Kapila, as assignee (“**Assignee**”) for LSI Management Company, LLC (“**LSI Management**”), moves this Court to approve the Settlement Agreement (defined below) reached between the Assignee, Landerhaven I, LLC (“**Landerhaven**”), and Texas Capital Bank, National Association, as Administrative Agent (the “**Bank**”).

#### **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.

### **Relief Requested**

3. On or about April 29, 2014, Landerhaven entered into a written Lease Agreement (the “**Lease**”) with LSI Management for the lease of real property located at 300 Allen Bradley Drive, Mayfield Heights, Ohio (the “**Premises**”).

4. On or about July 2, 2015, Landerhaven, LSI Management and the Bank entered into a Landlord Agreement (the “**Landlord Agreement**”) with respect to the assets currently located at the Premises and on which the Bank asserts a lien (the “**Cleveland FFE**”).

5. On or about December 11, 2018, Landerhaven provided LSI Management and the Bank with a notice that it was terminating the Lease effective December 11, 2018.

6. On or about March 25, 2019, Landerhaven filed a Complaint for Breach of Landlord Agreement in Cuyahoga County Commons Pleas Court (the “**Cuyahoga County Litigation**”) against the Bank in which Landerhaven asserts that the Bank owes Landerhaven certain sums of money under the terms of the Landlord Agreement. It is Landerhaven’s position that the Bank owes it approximately \$280,000 in past due rent before it can remove the Cleveland FFE from the Premises.

7. The parties have agreed to settle all claims and disputes that have arisen with respect to the Lease, the Landlord Agreement, the Premises, and the rights and interests in the Cleveland FFE, subject to entry of a Court order approving the terms and conditions of the Settlement Agreement and Release (the “**Settlement Agreement**”) attached hereto as **Exhibit A** and incorporated herein.

8. The terms of the Settlement Agreement are summarized as follows:

- a. The parties will seek a Court order authorizing the Assignee's conveyance of the Cleveland FFE to Landerhaven free and clear of any liens, claims, interest, or encumbrances of any third parties.
- b. Within five business days of the date that the Court enters an order approving the Settlement Agreement, the Bank will pay the sum of \$40,000 (the "**Settlement Payment**") to Landerhaven by wire transfer.
- c. Within three business days of receipt of the Settlement Payment, Landerhaven will dismiss the Cuyahoga County Litigation with prejudice.
- d. Within five business days of the dismissal of the Cuyahoga County Litigation, the Bank will release its liens as to the Cleveland FFE.
- e. The parties mutually release each other for any claims related to the Lease, the Cleveland FFE, and the Landlord Agreement including, without limitation, any claims that were asserted or could have been asserted in the Cuyahoga County Litigation or the Assignment Cases.

9. On information and belief, the Cleveland FFE does not have any value for the assignment estates over and above the past due rent demanded by Landerhaven.

10. Section 727.109(7) of the Florida Statutes authorizes the Court to "hear and determine" a motion for the "settlement of a controversy."

11. The Assignee believes it is in the best interest of the assignment estates and creditors to convey the Cleveland FFE to Landerhaven in accordance with the Settlement Agreement. The settlement embodied in the Settlement Agreement prevents the accrual of administrative rent and any other claims related to the Lease and the Cleveland FFE and enables the Assignee to dispose of the Cleveland FFE without any further expense.

12. The Assignee will serve this Motion upon all parties that, to his knowledge, assert an interest in the Cleveland FFE.

WHEREFORE, the Assignee requests the Court enter an order granting this Motion, approving the Settlement Agreement, authorizing the Assignee to convey the Cleveland FFE to Landerhaven in accordance with the Settlement Agreement, and for such other and further relief as is just.

Dated: June 21, 2019

/s/ Edward J. Peterson

Edward J. Peterson (FBN 0014612)  
Stichter, Riedel, Blain & Postler, P.A.  
110 E. Madison Street, Suite 200  
Tampa, Florida 33602  
Telephone: (813) 229-0144  
Facsimile: (813) 229-1811  
Email: [epeterson@srbp.com](mailto:epeterson@srbp.com)  
Counsel for Assignee

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing *Motion to Approve Settlement Agreement and Release with Landerhaven I LLC and Texas Capital Bank* has been furnished on this 21<sup>st</sup> day of June, 2019 by the Court's electronic system to all parties receiving electronic service, by either U.S. mail or electronic mail to the parties listed on the Limited Notice Parties list and

Landerhaven I LLC  
c/o David R. Mayo, Esquire  
Benesch, Friedlander, Coplan & Aronoff LLP  
200 Public Square, Suite 2300  
Cleveland, OH 44114-2378  
Email: [dmayo@beneschlaw.com](mailto:dmayo@beneschlaw.com)

/s/ Edward J. Peterson

Edward J. Peterson

MASTER LIMITED NOTICE SERVICE LIST

June 21, 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  
c/o Nicole Greensblatt, Esq.  
Kirkland & Ellis, LLP  
601 Lexington Avenue  
New York, NY 10022  
Email: [ngreenblatt@kirkland.com](mailto:ngreenblatt@kirkland.com)

**Assignee and Assignee's Counsel (via the Court's electronic servicing system)**

Soneet Kapila  
c/o Stichter Riedel, Blain & Postler, P.A.  
Attn: Edward J. Peterson, Esq.  
110 E. Madison Street, Suite 200  
Tampa, Florida 33602

**Secured Creditors:**

CarePayment, LLC (MAIL RETURNED)  
5300 Meadow Rd., #400  
Lake Oswego, OR 97035

Steris Corporation  
5960 Heisley Rd.  
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.  
222 N. Central Ave., #1100  
Phoenix, AZ 85004  
Email: [muthigk@maco.maricopa.gov](mailto:muthigk@maco.maricopa.gov)

**Those Parties and Attorneys Formally Requesting Notice (via the Court's electronic servicing system unless otherwise noted)**

Highwoods Realty Limited Partnership  
c/o Eric E. Ludin, Esq.  
Tucker & Ludin, P.A.  
5235 16<sup>th</sup> Street North  
St. Petersburg, FL 33703-2611  
Email: [ludin@tuckerludin.com](mailto:ludin@tuckerludin.com); [erin@ludinlaw.com](mailto:erin@ludinlaw.com)

Terry and Sherry Legg  
c/o Colling Gilbert Wright & Carter, LLC  
801 N. Orange Avenue, Ste. 830  
Orlando, FL 32801  
Email: [JGilbert@TheFloridaFirm.com](mailto:JGilbert@TheFloridaFirm.com); [RGilbert@TheFloridaFirm.com](mailto:RGilbert@TheFloridaFirm.com);  
[CertificateofService@TheFloridaFirm.com](mailto:CertificateofService@TheFloridaFirm.com)

Joe Bailey; Mark Miller; Ted Suhl; Laserscopic Spinal Centers of America, Inc.; Laserscopic Medical Clinic, LLC; Laserscopic Surgery Center of Florida, LLC; Laserscopic Diagnostic Imaging; Laserscopic Spinal Center of Florida, LLC; and Tim Langford  
c/o Gunster, Yoakley & Stewart, P.A.  
401 E. Jackson Street, Ste 2500  
Tampa, FL 33602  
Email: [wschifino@gunster.com](mailto:wschifino@gunster.com) (primary)  
[kmather@gunster.com](mailto:kmather@gunster.com) (primary)

[jbennett@gunster.com](mailto:jbennett@gunster.com) (primary)  
[cwarder@gunster.com](mailto:cwarder@gunster.com) (secondary)  
[tkennedy@gunster.com](mailto:tkennedy@gunster.com) (secondary)

Deanna Ali  
c/o Jessica Crane, Esq.  
Crane Law, P.A.  
13555 Automobile Blvd., Ste 560  
Clearwater, FL 33762  
Email: [Jessica@CraneLaw.com](mailto:Jessica@CraneLaw.com)

Heather Emby  
c/o Jessica Crane, Esq.  
Crane Law, P.A.  
13555 Automobile Blvd., Ste 560  
Clearwater, FL 33762  
Email: [Jessica@CraneLaw.com](mailto:Jessica@CraneLaw.com)

Deanna Ali  
c/o Kwall Barack Nadeau PLLC  
304 S. Belcher Rd. Ste C  
Clearwater, FL 33765  
Email: [rbarack@employeeights.com](mailto:rbarack@employeeights.com)  
[mnadeau@employeeights.com](mailto:mnadeau@employeeights.com)  
[Jackie@employeeights.com](mailto:Jackie@employeeights.com)

Heather Emby  
c/o Kwall Barack Nadeau PLLC  
304 S. Belcher Rd. Ste C  
Clearwater, FL 33765  
Email: [rbarack@employeeights.com](mailto:rbarack@employeeights.com)  
[mnadeau@employeeights.com](mailto:mnadeau@employeeights.com)  
[Jackie@employeeights.com](mailto:Jackie@employeeights.com)

Texas Capital Bank, N.A.  
c/o Trenam Kemker  
101 E. Kennedy Blvd., Ste 2700  
Tampa, FL 33602  
Primary Email: [slieb@trenam.com](mailto:slieb@trenam.com)  
Secondary Email: [mмосbach@trenam.com](mailto:mмосbach@trenam.com)  
Tertiary Email: [dmedina@trenam.com](mailto:dmedina@trenam.com)



Home Management, Inc.  
c/o Michael C. Markham, Esq.  
401 E. Jackson Street, Suite 3100  
Tampa, Florida 33602  
Email: [mikem@jpfirm.com](mailto:mikem@jpfirm.com); [minervag@jpfirm.com](mailto:minervag@jpfirm.com)

Shirley and John Langston  
c/o Donald J. Schutz, Esq.  
535 Central Avenue  
St. Petersburg, Florida 33701  
Email: [donschutz@netscape.net](mailto:donschutz@netscape.net); [don@lawus.com](mailto:don@lawus.com)

Jared W. Headley  
c/o Cameron M. Kennedy, Esq.  
Searcy Denney Scarola, et al  
517 North Calhoun Street  
Tallahassee, Florida 32301  
Email: [kennedyteam@searcylaw.com](mailto:kennedyteam@searcylaw.com); [cmk@searcylaw.com](mailto:cmk@searcylaw.com)

Deanna E. Ali  
c/o Brandon J. Hill, Esq.  
Wenzel Fenton Cabassa P.A.  
1110 N. Florida Avenue, Suite 300  
Tampa, Florida 33602  
Email: [bhill@wfclaw.com](mailto:bhill@wfclaw.com); [twells@wfclaw.com](mailto:twells@wfclaw.com)

MedPro Group  
c/o Jeffery Warren, Esq. and Adam Alpert, Esq.  
Bush Ross, P.A.  
P.O. Box 3913  
Tampa, FL 33601-3913  
Email: [jwarren@bushross.com](mailto:jwarren@bushross.com); [aalpert@bushross.com](mailto:aalpert@bushross.com);  
[mlinares@bushross.com](mailto:mlinares@bushross.com); [ksprehn@bushross.com](mailto:ksprehn@bushross.com)

Cosgrove Enterprises, Inc.  
c/o Walters Levine Lozano & Degrave  
601 Bayshore Blvd., Ste 720  
Tampa, Florida 33606  
Email: [hdegrave@walterslevine.com](mailto:hdegrave@walterslevine.com); [jduncan@walterslevine.com](mailto:jduncan@walterslevine.com)

Cherish Collins  
c/o Heather N. Barnes, Esq.  
The Yerrid Law Firm  
101 E. Kennedy Boulevard, Suite 3910  
Tampa, FL 33602

Email: [hbarnes@yerridlaw.com](mailto:hbarnes@yerridlaw.com); [evento@yerridlaw.com](mailto:evento@yerridlaw.com)

Timothy Farley and Marilyn Farley  
c/o Heather N. Barnes, Esq.  
The Yerrid Law Firm  
101 E. Kennedy Boulevard, Suite 3910  
Tampa, FL 33602  
Email: [hbarnes@yerridlaw.com](mailto:hbarnes@yerridlaw.com); [evento@yerridlaw.com](mailto:evento@yerridlaw.com)

Holland & Knight, LLP  
c/o W. Keith Fendrick, Esq.  
Post Office Box 1288  
Tampa, Florida 33601-1288  
Email: [keith.fendrick@hkclaw.com](mailto:keith.fendrick@hkclaw.com); [andrea.olson@hkclaw.com](mailto:andrea.olson@hkclaw.com)

Kenneth Winkler  
c/o William E. Hahn, Esq.  
310 S. Fielding Ave.  
Tampa, FL 33606  
Email: [bill@whahn-law.com](mailto:bill@whahn-law.com); [Kelly@whahn-law.com](mailto:Kelly@whahn-law.com)

Ray Monteleone  
c/o Hill, Ward & Henderson, P.A.  
101 East Kennedy Boulevard  
Bank of America Plaza, Suite 3700  
Tampa, Florida 33601-2231  
[dennis.waggoner@hwhlaw.com](mailto:dennis.waggoner@hwhlaw.com); [julie.mcdaniel@hwhlaw.com](mailto:julie.mcdaniel@hwhlaw.com); [patrick.mosley@hwhlaw.com](mailto:patrick.mosley@hwhlaw.com);  
[tricia.elam@hwhlaw.com](mailto:tricia.elam@hwhlaw.com); [ghill@hwhlaw.com](mailto:ghill@hwhlaw.com); [jessica.simpson@hwhlaw.com](mailto:jessica.simpson@hwhlaw.com)

William Horne and WH, LLC  
c/o Hill, Ward & Henderson, P.A.  
101 East Kennedy Boulevard  
Bank of America Plaza, Suite 3700  
Tampa, Florida 33601-2231  
[dennis.waggoner@hwhlaw.com](mailto:dennis.waggoner@hwhlaw.com); [julie.mcdaniel@hwhlaw.com](mailto:julie.mcdaniel@hwhlaw.com); [patrick.mosley@hwhlaw.com](mailto:patrick.mosley@hwhlaw.com);  
[tricia.elam@hwhlaw.com](mailto:tricia.elam@hwhlaw.com); [ghill@hwhlaw.com](mailto:ghill@hwhlaw.com); [jessica.simpson@hwhlaw.com](mailto:jessica.simpson@hwhlaw.com)

Jonna Lemeiux  
Law Offices of Scott M. Miller  
Cambridge Square  
1920 Boothe Circle, Suite 100  
Longwood, Florida 32750  
[service@scottmillerlawoffice.com](mailto:service@scottmillerlawoffice.com); [amy@scottmillerlawoffice.com](mailto:amy@scottmillerlawoffice.com)

Robert Kimble, Administrator and Personal Rep of  
Estate of Sharon Kimble  
c/o Luis Martinez – Monfort  
400 North Ashely Drive, Suite 1100  
Tampa Florida 33602  
Primary Email: [lmmonfort@gbmmlaw.com](mailto:lmmonfort@gbmmlaw.com); [litigation@gbmmlaw.com](mailto:litigation@gbmmlaw.com)

Independent Orthopedics, P.A.,  
Weiss Family Management, LLLP  
Michael C. Weiss, D.O.  
c/o V. Stephen Cohen, Esq.  
100 North Tampa Street, Suite 1900  
Tampa, FL 33602  
Primary: [scohen@bajocuva.com](mailto:scohen@bajocuva.com); [lheckman@bajocuva.com](mailto:lheckman@bajocuva.com)

Robert P. Grammen  
William P. Esping  
James S. St. Louis, D.O.  
Michael W. Perry  
M.D., MMPerry Holdings, LLLC  
EFO Holdings, L.P.,  
EFO Genpar, Inc.  
EFO Laser Spine Institute, Ltd.  
BERGER SINGERMAN LLP  
350 East Las Olas Boulevard, Suite 1000  
Fort Lauderdale, Florida 33301  
Email [drt@bergersingerman.com](mailto:drt@bergersingerman.com); [jwertman@bergersingerman.com](mailto:jwertman@bergersingerman.com);  
[guso@bergersingerman.com](mailto:guso@bergersingerman.com); [fsellers@bergersingerman.com](mailto:fsellers@bergersingerman.com)

Cystal and Leonard Tinelli  
c/o Donald J. Schutz, Esq.  
535 Central Avenue  
St. Petersburg, Florida 33701  
Email: [donschutz@netscape.net](mailto:donschutz@netscape.net); [don@lawus.com](mailto:don@lawus.com)

Laser Spine Institute, LLC  
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  
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

Case No. 2019-CA-2762  
Case No. 2019-CA-2764  
Case No. 2019-CA-2765  
Case No. 2019-CA-2766  
Case No. 2019-CA-2767  
Case No. 2019-CA-2768  
Case No. 2019-CA-2769  
Case No. 2019-CA-2770  
Case No. 2019-CA-2771  
Case No. 2019-CA-2772  
Case No. 2019-CA-2773  
Case No. 2019-CA-2774  
Case No. 2019-CA-2775  
Case No. 2019-CA-2776  
Case No. 2019-CA-2777  
Case No. 2019-CA-2780

Assignors,

Consolidated Case No.  
2019-CA-2762

to

Soneet Kapila,

Division L

Assignee.

---

# EXHIBIT A

**ASSIGNEE'S MOTION TO APPROVE SETTLEMENT AGREEMENT  
AND RELEASE WITH LANDERHAVEN I LLC AND TEXAS CAPITAL BANK**

## **SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release ("Agreement") is made as of this \_\_\_\_ day of June, 2019 by and among Landerhaven I LLC ("Landerhaven"), LSI Management, LLC ("LSI"), Soneet Kapila, Assignee for the Benefit of the Creditors of LSI ("Kapila"), and Texas Capital Bank, National Association, as Administrative Agent, on behalf of itself, its affiliates and the lenders (the "Lenders") in connection with certain extensions of credit to LSI (collectively, "Texas Capital Bank"). Landerhaven, LSI, Kapila and Texas Capital Bank are sometimes hereinafter collectively referred to individually as a "Party" and collectively as the "Parties."

### **RECITALS**

WHEREAS, on or about April 29, 2014, Landerhaven entered into a written Lease Agreement (the "Lease") with LSI for the lease of the real property located at 300 Allen Bradley Drive, Mayfield Heights, Ohio (the "Premises"); and

WHEREAS, on or about July 2, 2015, Landerhaven, LSI and Texas Capital Bank, as administrative agent on behalf of itself, its affiliates and the lenders in connection with certain extensions of credit to LSI, entered into a Landlord Agreement (the "Landlord Agreement") currently located at the Premises (the "Cleveland FFE"); and

WHEREAS, on or about December 11, 2018, Landerhaven provided LSI and Texas Capital Bank with a notice that Landerhaven was terminating the Lease effective December 11, 2018; and

WHEREAS, on or about March 14, 2019, LSI and certain of its affiliates each executed and delivered an Assignment for the Benefit of Creditors to Kapila; and

WHEREAS, on or about March 14, 2019, Kapila filed a Petition in the Circuit of the Thirteenth Judicial District in and for Hillsborough County, Florida, Civil Division (the "Assignment Court"), styled *LSI Management Company LLC, Assignor to Soneet Kapila, Assignee*, Case No. 2019 CA-2766 (the "Florida Proceeding") commencing an Assignment for the

Benefit of Creditors of LSI and certain affiliates pursuant to Section 727 of the Florida Statutes;  
and

WHEREAS, on or about March 25, 2019, Landerhaven filed a Complaint for Breach of Landlord Agreement in Cuyahoga County Common Pleas Court against Texas Capital Bank in the case styled *Landerhaven I LLC vs. Texas Capital Bank, National Association*, which case is pending under Civil Case No. CV 19 912975 (the "Cuyahoga County Litigation"), in which Landerhaven asserts that Texas Capital Bank has breached its obligations to Landerhaven and owes Landerhaven certain sums of money under the terms of the Landlord Agreement, which assertions Texas Capital Bank disputes; and

WHEREAS, Texas Capital Bank, LSI and Kapila have asserted certain rights, title and interest in the Cleveland FFE which rights, title and interest are disputed by Landerhaven; and

WHEREAS, Landerhaven, LSI, Kapila and Texas Capital Bank have now agreed to settle all claims and disputes that have arisen with respect to the Lease, the Landlord Agreement, the Premises, and the rights and interests in the Cleveland FFE, subject to entry of an order approving the terms and conditions of this Agreement by the Assignment Court (the "ABC Order").

NOW, THEREFORE, in consideration of the above Recitals and other considerations, including to be legally bound hereby, the Parties agree as follows:

1. Approval by the Assignment Court. Within three (3) business days of the execution of this Agreement, the Parties shall jointly file a motion for approval of the terms and conditions herein, including conveyance by LSI, by and through Kapila, of the Cleveland FFE to Landerhaven free and clear free and clear of any liens, claims, interest or encumbrances of any third parties. This Agreement is subject to the approval of the Assignment Court and shall be null and void in the event the ABC Order is not entered with sixty (60) days of the date first above written.

2. Payment to Landerhaven. Within five business (5) days of the date the ABC Order is entered, Texas Capital Bank, in its capacity as Administrative Agent on behalf of the Lenders, shall pay the sum of Forty Thousand Dollars (\$40,000.00)(the “Payment”) to Landerhaven by wire transfer.

3. Dismissal of Cuyahoga County Litigation. Within three (3) business days of Landerhaven’s receipt of the Payment, Landerhaven shall file an entry of dismissal, dismissing the Cuyahoga County Litigation with prejudice.

4. Release of UCC Financing Statements and Fixture Filings. Within five business (5) days of dismissal of the Cuyahoga County Litigation, Texas Capital Bank shall release all UCC Financing Statements and Fixture Filings and any other filings necessary to release and discharge Texas Capital Bank’s rights and interests in the Cleveland FFE.

5. Termination of Rights and Interest Under the Lease and Landlord Agreement. The Parties acknowledge and agree that concurrent with the entry of the ABC Order, all the Parties’ respective rights and interests under the Lease and Landlord Agreement are hereby terminated and extinguished.

6. Landerhaven Release. Conditioned upon Landerhaven’s receipt in full of the Payment, Landerhaven, on behalf of itself, its successors and assigns, hereby forever releases and discharges Texas Capital Bank, as Administrative Agent, Texas Capital Bank, National Association, its affiliates and the Lenders, LSI and Kapila (individually and as assignee for the entities listed below<sup>1</sup>) and their respective heirs, successors, assigns, members, employees, officers, directors, shareholders, owners, representatives, agents, affiliates, management company

---

<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.

and successors and assigns from any and all claims, demands, actions, causes of action, debts, accounts, accounting, and any other actions or claims, either legal or equitable, which Landerhaven now has, might have, or could hereafter have, from the beginning of the world to the date of the execution of this Agreement, whether known or unknown, foreseeable or unforeseeable, arising out of the Lease and Landlord Agreement, including, but not limited to, any claims which either were asserted or could have been asserted in the Cuyahoga County Litigation or in the Florida Proceeding.

7. Release of Landerhaven. Conditioned upon dismissal with prejudice of the Cuyahoga County Litigation, LSI, Kapila and Texas Capital Bank, as Administrative Agent, Texas Capital Bank, N.A., its affiliates and the Lenders, on behalf of themselves, their respective successors and assigns, hereby forever release and discharge Landerhaven and its respective heirs, successors, assigns, members, employees, officers, directors, shareholders, owners, representatives, agents, affiliates, management company and successors and assigns from any and all claims, demands, actions, causes of action, debts, accounts, accounting, and any other actions or claims, either legal or equitable, which LSI, Kapila and Texas Capital Bank now have, might have, or could hereafter have, from the beginning of the world to the date of the execution of this Agreement, whether known or unknown, foreseeable or unforeseeable, arising out of the Lease and Landlord Agreement, including, but not limited to, any claims which either were asserted or could have been asserted in the Cuyahoga County Litigation or the Florida Proceeding.

8. Authority to Sign. Each person signing this Agreement hereby represents and warrants that he, she or it is duly authorized to execute and deliver this Agreement and to bind the respective Party thereto.



9. No Assignment. The Parties each represent and warrant that they have not sold, assigned, transferred, conveyed, or otherwise disposed of any interest, claim, demand, action or cause of action or any portion thereof, which are being released herein or may be released hereto.

10. No Admissions. This Agreement reflects the compromise and settlement of disputed claims and is entered into to avoid the delay, uncertainty and expense of litigation. Nothing contained in this Agreement is to be construed as an admission of liability, fault, wrongdoing or responsibility by any Party hereto.

11. Amendment Modification and Waiver. This Agreement may be amended, modified, or supplemented only by a written instrument signed on behalf of each of the Parties hereto. No delay on the part of any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof; or shall constitute any waiver on the part of any Party of any such right, power or privilege, nor any single or partial exercise of any such right, power or privilege, nor preclude any further exercise thereof or the exercise of any other such right, power or privilege.

12. Representation by Counsel: Mutual Drafting. The Parties agree that they have each been represented by counsel of its, his or her choosing during the negotiation and execution of this Agreement, have participated jointly in the negotiation and drafting of this Agreement, and hereby waive the application of any law, regulation, holding, presumption, or rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, 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.

13. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

14. Execution. Delivery of executed signature pages in one or more counterparts and by facsimile or PDF by each Party to all other Parties shall be sufficient to render this Agreement effective and enforceable in accordance with its terms.

15. Voluntary and Knowing Participation. Each Party has entered into this Agreement freely and voluntarily, with no duress or coercion, after consulting with independent legal counsel of its, his or her own choice and receiving counsel's explanation of each of the terms of this Agreement, and having had an adequate opportunity to make whatever investigation or inquiry such Party deemed necessary or desirable in connection herewith. Further, each such Party appreciates, understands and agrees to all of the terms of this Agreement, acknowledges that this Agreement is made in good faith and is fair and reasonable, and is fully satisfied with the settlement set forth herein.

16. Governing Law. This Agreement shall be governed by, construed, enforced and interpreted in accordance with the laws of Ohio.

17. Court Retention of Jurisdiction. The Parties hereby acknowledge and agree that the Assignment Court shall retain exclusive jurisdiction to enforce the terms and conditions of this Agreement.

18. Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all other prior and contemporaneous (but not subsequent) agreements and understandings, both written and oral, between the Parties, or any of them, with respect to the subject matter of this Agreement.

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

LANDERHAVEN, LLC

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

Its: mgr. \_\_\_\_\_

LSI MANAGEMENT, LLC

By LSI HOLDCO, LLC as Managing Member

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

Soneet Kapila, Assignee in the Florida Proceedings

SONEET KAPILA

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

Its: \_\_\_\_\_

TEXAS CAPITAL BANK, NATIONAL ASSOCIATION, ADMINISTRATIVE AGENT

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

Its: Bruce Shilcutt, EVP  
Texas Capital Bank

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

LANDERHAVEN I LLC

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

Its: \_\_\_\_\_

LSI MANAGEMENT, LLC

By LSI HOLDCO, LLC as Managing Member

By: 


Soneet Kapila, Assignee in the Florida Proceedings

SONEET KAPILA

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

Its: \_\_\_\_\_

TEXAS CAPITAL BANK, NATIONAL ASSOCIATION, ADMINISTRATIVE AGENT

By: 

Its: Bruce Shilcutt, EVP  
Texas Capital Bank