

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

In re:

Laser Spine Institute, LLC	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,  
To:

Consolidated Case No.  
2019-CA-2762

Soneet Kapila,

Division L

Assignee

**PROOF OF CLAIM**

TO RECEIVE ANY DIVIDEND IN THESE PROCEEDINGS (THE "ASSIGNMENT CASES"), YOU MUST COMPLETE THIS PROOF OF CLAIM AND DELIVER IT TO THE ASSIGNEE, OR THE ASSIGNEE'S COUNSEL, NO LATER THAN:

**JULY 12, 2019**

THE ASSIGNEE'S NAME AND ADDRESS ARE AS FOLLOWS:

SONEET KAPILA, ASSIGNEE  
1000 SOUTH FEDERAL HIGHWAY, SUITE 200  
FORT LAUDERDALE, FL 33316

ASSIGNEE'S COUNSEL IS:  
EDWARD J. PETERSON, ESQUIRE STICHTER,  
RIEDEL, BLAIN & POSTLER, P.A.  
110 E. MADISON ST., SUITE 200  
TAMPA, FL 33602

1. PLEASE SPECIFY THE ASSIGNOR AGAINST WHICH YOU ASSERT A CLAIM:  
Laser Spine Institute, LLC  
(IF YOU HAVE A CLAIM AGAINST MORE THAN ONE ASSIGNOR, YOU MUST FILE A SEPARATE CLAIM AGAINST EACH ASSIGNOR).

2. CREDITOR NAME (Your name): Texas Capital Bank, N.A.

ADDRESS: 2000 McKinney Avenue  
ADDRESS: Suite 500  
CITY, STATE, ZIP: Dallas, Texas 75201  
TELEPHONE NUMBER: 214.932.6600  
E-MAIL ADDRESS: bruce.shilcutt@texascapitalbank.com

*Please be sure to notify us if you have a change of address.*

Check box if address on claim differs from address to which this notice was sent: [ ]

3. BASIS FOR CLAIM:

Goods Sold                       Wages, Salaries and Compensations                       Secured Creditor  
 Services Performed                       Taxes  
 Money Loaned                       Customer Deposit  
 Shareholder                       Other: \_\_\_\_\_

4. DATE DEBT WAS INCURRED: July 2, 2015

5. AMOUNT OF CLAIM: \$154,984,093.95

6. Does Claim amend, replace, or supplement a prior claim? If so, please state the date and amount of the prior claim(s):


N/A

7. SUPPORTING DOCUMENTS: Attach copies of supporting documents, such as promissory notes, purchase order, invoices, itemized statement of running accounts, court judgments, or evidence of security interests. If the documents are not available, explain. If the documents are voluminous, attach a summary. See Exhibit A.

8. SIGNATURE: Sign and print name and title, if any, of the creditor or other person authorized to file this claim:

As required by law, the proof of claim and any supporting documentation you submit shall become a part of the public record related to the Assignment Cases. As a result, the Assignee and his professionals shall be permitted, and may be directed by the Court, to include such documentation, including to the extent provided, protected health information, in any subsequent pleading, notice, document, list, or other public disclosure made in connection with the Assignment Cases. Such inclusion by the Assignee and his professionals shall not constitute a "wrongful disclosure" under HIPAA, the Florida Information Protection Act of 2014, or any regulations promulgated thereunder.

DATED: 6/17/19

BY:   
Signature of Claimant or Representative  
Bruce A. Shilcutt, Executive Vice President

For Assignee's Use Only:  
Claim Number:  
Date:

# Exhibit A

IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT  
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Laser Spine Surgery Center of Oklahoma, LLC	Case No. 2019-CA-2780

Assignors,  
To: Consolidated Case No.  
2019-CA-2762

Soneet Kapila, Division L

Assignee

**EXHIBIT "A" TO PROOF OF CLAIM FILED BY TEXAS CAPITAL BANK, N.A.**

1. This attachment supplements the accompanying Proof of Claim filed by Texas Capital Bank, N.A., (the "Agent") under the Credit Agreement (as defined herein).

2. The Agent hereby asserts a claim for any and all amounts owed by the Borrowers and other Loan Parties under the terms and conditions of the following:

- a) That certain Credit Agreement dated as of July 2, 2015 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement," and collectively with any other agreements and



documents executed or delivered in connection therewith, each as may be amended, restated, supplemented, or otherwise modified from time to time, the "Loan Documents"), among (a) Laser Spine Institute, LLC, LSI Management Company, LLC, Laser Spine Institute Consulting, LLC and Medical Care Management Services, LLC as "Borrowers", and (b) the lenders from time to time and Texas Capital Bank, National Association, as the Administrative Agent (the "Agent") for such lenders (the "Lenders"), the Lenders provided revolving and term loan credit and other financial accommodations to, and issued letters of credit for the account of, the Borrowers pursuant to the Loan Documents (the "Loan Facility").

- b) Any other agreements and any contracts between and among any of the Assignors and the Agent and Lenders, including all interest (including default interest, if applicable), fees, expenses, and other charges owing as of the petition date in accordance with any such agreements and/or applicable law. The Agent reserves, without limitation, the right to amend or supplement this Proof of Claim to add such amount(s) in the future.

3. As more fully set forth in the Loan Documents, prior to the commencement of the Assignment Cases, the Borrowers granted to the Agent and the Lenders a security interest in and continuing lien on substantially all of their assets and property, including, without limitation, a first priority security interest in and continuing lien on the Collateral (as defined in the Loan Documents).

4. Certain of the Loan Documents including certain related security documents are annexed hereto as Attachment A-1. Counsel for the Assignors is in possession of all Loan Documents. The Agent will supply electronic copies of the Loan Documents to appropriate persons and entities upon request, or these documents may be reviewed during normal business hours upon request to the Agent's counsel at the address identified in this Proof of Claim.

5. The Loan Facility provided the Borrowers with, among other things, (i) \$15,000,000 in Revolving Loan Commitments, and (ii) \$131,250,000 in Term Loan Commitments. As of the filing of the Assignment Cases, the principal amount owing and outstanding under the Loan Facility was not less than \$154,984,093.95 (collectively, together with accrued and unpaid interest, any fees, expenses and disbursements (including, without

limitation, attorneys' fees, accountants' fees, auditor fees, appraisers' fees and financial advisors' fees, and related expenses and disbursements), treasury, cash management, bank product and derivative obligations, indemnification obligations, guarantee obligations, and other charges, amounts and costs of whatever nature owing, whether or not contingent, whenever arising, accrued, accruing, due, owing, or chargeable in respect of any of the Loan Parties' obligations pursuant to the Loan Documents, the "Obligations" as defined in the Credit Agreement). A breakdown of the principal and interest is annexed hereto as Attachment A-2.

6. This Proof of Claim is filed as a secured claim. The amount owed to the Agent and Lenders as of the commencement of the Assignment Cases is not less than \$154,984,093.95. The Agent reserves the right to amend the Proof of Claim in order to (i) reflect a credit of any amounts collected in connection with the disposition of its Collateral (as defined in the Loan Documents); (ii) to reflect additional Obligations accruing or payable on or after the commencement of the Assignment Cases; and (iii) to assert an unsecured deficiency claim. The Agent further reserves, without limitation, the right to amend and/or supplement this claim and to assert any and all other claims of whatever kind or nature it has, or that it may have at any time, including any claims for interest (including default interest), fees, expenses, and other charges owing as of the petition date in accordance with any agreements between any of the Assignors and any of the Lenders or the Agent, and/or applicable law. The filing of this Proof of Claim shall not be deemed a waiver of any such claims. Additionally, to the extent that the Agent raises any additional claims, such claims may be based on other agreements with the Assignors not specifically described herein that the Agent deems relevant to such claims.

7. The Agent hereby expressly reserves its rights to assert any and all claims under such contracts or agreements. The Agent reserves, without limitation and to the fullest extent

allowed by applicable law, the right to amend, modify, renew, extend, restate and/or supplement, for any reason, this Proof of Claim. The Agent also reserves, without limitation and to the fullest extent allowed by applicable law, the right to file all other Proofs of Claim.

8. In addition, the Agent reserves, without limitation, all setoff, recoupment, netting and similar rights under any applicable contract, statute, common law or equitable principle. At present, the full amount of such rights is undetermined, and therefore the Agent does not state a value for such rights. The Agent reserves, without limitation, the right to amend or supplement this Proof of Claim to add such information in the future.

Attachment A-1

**Index of documents Proof of Claim**

<b><u>Tab</u></b>	<b><u>Description</u></b>	<b><u>Date</u></b>
1.	Security Agreement	7/2/2015
2.	Credit Agreement	7/2/2015
3.	Limited Waiver and First Amendment to Credit Agreement	11/18/2016
4.	Limited Waiver and Second Amendment to Credit Agreement	9/29/2017
5.	Third Amendment to Credit Agreement	12/29/2017
6.	Forbearance Agreement and Fourth Amendment to Credit Agreement	6/28/2018
7.	UCC-1 Florida – CLM Aviation, LLC	7/2/2015
8.	UCC-1 Florida - Laser Spine Institute, LLC	7/2/2015
9.	UCC-1 Delaware - Laser Spine Institute Consulting LLC	7/2/2015
10.	UCC-1 Arizona - Laser Spine Surgery Center of Arizona, LLC	7/2/2015
11.	UCC-1 Ohio - Laser Spine Surgery Center of Cincinnati, LLC	7/2/2015
12.	UCC-1 Ohio - Laser Spine Surgery Center of Cleveland, LLC	7/2/2015

13.	UCC-1 Oklahoma - Laser Spine Surgery Center of Oklahoma, LLC	7/2/2015
14.	UCC-1 Pennsylvania - Laser Spine Surgery Center of Pennsylvania, LLC	7/2/2015
15.	UCC-1 Missouri - Laser Spine Surgery Center of St. Louis, LLC	7/2/2015
16.	UCC-1 Florida - Laser Spine Surgery Center of Tampa, LLC	7/2/2015
17.	UCC-1 Rhode Island - Laser Spine Surgery Center of Warwick, LLC	7/2/2015
18.	UCC-1 Florida - Laser Spine Surgical Center, LLC	7/2/2015
19.	UCC-1 Delaware - LSI Holdco LLC	7/2/2015
20.	UCC-1 Florida - LSI Management Company, LLC	7/2/2015
21.	UCC-1 Delaware - Medical Care Management Services, LLC	7/2/2015

# **EXHIBIT 1**

## SECURITY AGREEMENT

THIS SECURITY AGREEMENT (this “*Security Agreement*”) is entered into as of July 2, 2015 by and among Laser Spine Institute, LLC, a Florida limited liability company (“*LSI*”), LSI Management Company, LLC, a Florida limited liability company (“*LSI Management*”), Laser Spine Institute Consulting LLC, a Delaware limited liability company (“*LSIC*”) and Medical Care Management Services, LLC, a Delaware limited liability company (“*MCMS*” and together with LSI, LSI Management and LSIC, collectively, jointly and severally, the “*Borrowers*” and each a “*Borrower*”), each of the Guarantors set forth on the signature pages hereof (collectively with the Borrowers, “*Grantors*”), and Texas Capital Bank, National Association, a national banking association as administrative agent (“*Agent*”) on behalf of itself and the Lenders, as defined below (“*Secured Party*”).

### RECITALS

WHEREAS, Borrowers, Agent, and Lenders are entering into a Credit Agreement, dated as of the date hereof (as it may be amended, restated or modified from time to time, the “*Credit Agreement*”).

WHEREAS, Grantors are entering into this Security Agreement (as it may be amended, restated or modified from time to time, the “*Security Agreement*”) in order to, among other things, induce the Lenders to enter into and extend credit to Borrowers under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

#### 1. DEFINITIONS

1.1. **Reference to Security Agreement.** Unless otherwise specified, all references herein to Articles, Sections, Recitals, and Schedules refer to Articles and Sections of, and Recitals and Schedules to, this Security Agreement. All Schedules include amendments and supplements thereto from time to time.

1.2. **Principles of Construction.** Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neutral, as the context indicates is appropriate. Whenever the words “include,” “includes” or “including” are used in this Security Agreement, they shall be deemed to be followed by the words “without limitation”. All references to agreements and other contractual Instruments shall be deemed to include subsequent amendments, permitted assignments and other modifications thereto, but only to the extent such amendments, assignments and other modifications are not prohibited by the terms of any Loan Document. Furthermore, any reference to any law shall include all statutory and regulatory provisions consolidating, amending, replacing, or interpreting such law and any reference to any law or regulation shall, unless otherwise specified, refer to such law or regulation as amended, modified, or supplemented from time to time.

1.3. **Definitions.** Unless otherwise defined herein, or the context hereof otherwise requires, each term defined in either the Credit Agreement or the UCC is used in this Security Agreement with the same meaning; *provided that*, if the definition given to such term in the Credit Agreement conflicts with the definition given to such term in the UCC, the Credit Agreement definition shall control to the extent legally allowable; and if any definition given to such term in Article 9 of the UCC conflicts with the definition given to such term in any other chapter of the UCC, the Article 9 definition shall prevail. As used herein, the following terms have the meanings indicated:

“**Account**” means any “*account*,” as such term is defined in *Section 9.102(a)(2)* of the UCC.

“**Account Debtor**” means any person who is obligated on a Receivable.

“**Cash Collateral Account**” has the meaning set forth in *Section 5.5*.

“**Chattel Paper**” means any “*chattel paper*”, as such term is defined in *Section 9.102(a)(11)* of the UCC, including all Electronic Chattel Paper and Tangible Chattel Paper.

“**Collateral**” has the meaning set forth in *Section 2.1*.

“**Collateral Note Security**” means all rights, titles, interests, and Liens any Grantor may have, be, or become entitled to under all present and future loan agreements, security agreements, pledge agreements, deeds of trust, mortgages, guarantees, or other Documents assuring or securing payment of or otherwise evidencing the Collateral Notes, including those set forth on *Schedule 3.10*.

“**Collateral Notes**” means all rights, titles, and interests of any Grantor in and to all promissory notes and other Instruments payable to such Grantor, including all inter-company notes from the subsidiaries of such Grantor and those set forth on *Schedule 3.10*.

“**Collateral Records**” means books, records, ledger cards, files, correspondence, customer lists, blueprints, technical specifications, manuals, computer software, computer printouts, tapes, disks and related data processing software and similar items that at any time evidence or contain information directly relating to any of the Collateral.

“**Collateral Support**” means all property (real or personal) assigned, hypothecated or otherwise securing any Collateral and shall include any security agreement or other agreement granting a Lien or security interest in such real or personal property.

“**Commercial Tort Claims**” means any “*commercial tort claim*”, as such term is defined in *Section 9.102(a)(13)* of the UCC, including all commercial tort claims listed on *Schedule 3.10*.

“**Commodity Account**” means any “*commodity account*”, as such term is defined in *Section 9.102(a)(14)* of the UCC.



“**Contractual Obligations**” means, as to any Person, any provision of any security issued by such Person or of any agreement, undertaking, contract, indenture, mortgage, deed of trust or other instrument, document or agreement to which such Person is a party or by which it or any of its Property is bound.

“**Control**” has the meaning set forth in *Sections 7.106, 8.106, 9.104, 9.105, 9.106, or 9.107* of the UCC, as applicable.

“**Copyright Licenses**” means any and all agreements providing for the granting of any right in or to Copyrights (whether a Grantor is licensee or licensor thereunder), including each agreement referred to on *Schedule 3.17*.

“**Copyrights**” means all United States and foreign copyrights (including community designs), including copyrights in software and databases, and all Mask Works (as defined under 17 U.S.C. 901 of the U.S. Copyright Act), whether registered or unregistered, and, with respect to any and all of the foregoing: (a) all registrations and applications therefor, including the registrations and applications referred to on *Schedule 3.17*; (b) all extensions and renewals thereof; (c) all rights corresponding thereto throughout the world; (d) all rights to sue for past, present and future infringements thereof; and (e) all products and Proceeds of the foregoing, including any income, royalties, and awards and any claim by any Grantor against third parties for past, present, or future infringement of any Copyright or any Copyright licensed under any Copyright License.

“**Deposit Accounts**” means any “*deposit account*”, as such term is defined in *Section 9.102(a)(29)* of the UCC, including those deposit accounts identified on *Schedule 3.10*, and any account which is a replacement or substitute for any of such accounts, together with all monies, Instruments, certificates, checks, drafts, wire transfer receipts, and other property deposited therein and all balances therein.

“**Documents**” means any “*document*”, as such term is defined in *Section 9.102(a)(30)* of the UCC.

“**Electronic Chattel Paper**” means any “*electronic chattel paper*”, as such term is defined in *Section 9.102(a)(31)* of the UCC.

“**Equipment**” means any “*equipment*”, as such term is defined in *Section 9.102(a)(33)* of the UCC.

“**Excluded Deposit Accounts**” means any Deposit Account established by a Grantor into which the only deposits are reimbursement payments from Governmental Medical Reimbursement Programs.

“**Excluded Property**” means any permit or license or any Contractual Obligation of any Grantor (i) that prohibits or requires the consent of any Person other than any Borrower and its Affiliates which has not been obtained as a condition to the creation by such Grantor of a Lien on any right, title or interest in such permit, license or Contractual Obligation related thereto or (ii) to the extent that any Requirement of Law applicable thereto prohibits the creation of a Lien thereon, but only, with respect to the prohibition in *clauses (i) and (ii)* of this definition, to the

extent, and for as long as, such prohibition is not terminated or rendered unenforceable or otherwise deemed ineffective by the UCC or any other Requirement of Law, (iii) any Property owned by any Grantor that is subject to a purchase money Lien or a capital lease permitted under the Credit Agreement if the Contractual Obligation pursuant to which such Lien is granted (or in the document providing for such capital lease) prohibits or requires the consent of any Person other than any Borrower and its Affiliates which has not been obtained as a condition to the creation of any other Lien on such equipment, and (iv) any “intent to use” Trademark applications for which a statement of use has not been filed (but only until such statement is filed); *provided, however, “Excluded Property” shall not include any proceeds, products, substitutions, or replacements of Excluded Property (unless such proceeds, products, substitutions, or replacements would otherwise constitute Excluded Property).*

“**Fixtures**” means any “*fixtures*”, as such term is defined in *Section 9.102(a)(41)* of the UCC.

“**General Intangibles**” means any “*general intangibles*”, as such term is defined in *Section 9.102(a)(42)* of the UCC.

“**Goods**” means “*goods*”, as that term is defined in *Section 9.102(a)(44)* of the UCC.

“**Grantors**” has the meaning set forth in the introductory paragraph, and “**Grantor**” means any one of the Grantors.

“**Instrument**” means any “*instrument*”, as such term is defined in *Section 9.102(a)(47)* of the UCC, including the Collateral Notes.

“**Intellectual Property**” means, collectively, the Copyrights, the Copyright Licenses, the Patents, the Patent Licenses, the Trademarks, the Trademark Licenses, the Trade Secrets, and the Trade Secret Licenses.

“**Inventory**” means any “*inventory*”, as such term is defined in *Section 9.102(a)(48)* of the UCC.

“**Investment Related Property**” means any “*investment property*”, as such term is defined in *Section 9.102(a)(49)* of the UCC.

“**Letter-of-Credit Right**” means any “*letter-of-credit right*”, as such term is defined in *Section 9.102(a)(51)* of the UCC.

“**Money**” means “*money*” as defined in *Section 1.201(b)(24)* of the UCC.

“**Patent Licenses**” means all agreements providing for the granting of any right in or to Patents (whether a Grantor is licensee or licensor thereunder), including each agreement referred to on **Schedule 3.17**.

“**Patents**” means all United States and foreign patents and certificates of invention, or similar industrial property rights, and applications for any of the foregoing, including: (a) each patent and patent application referred to on **Schedule 3.17**; (b) all reissues, divisions,

continuations, continuations-in-part, extensions, renewals, and reexaminations thereof; (c) all rights corresponding thereto throughout the world; (d) all inventions and improvements described therein; (e) all rights to sue for past, present and future infringements thereof; (f) all licenses, claims, damages, and Proceeds of suit arising therefrom; and (g) all products and Proceeds of the foregoing, including any income, royalties, and awards and any claim by any Grantor against third parties for past, present, or future infringement of any Patent or any Patent licensed under any Patent License.

“**Permitted Liens**” means Liens permitted under *Section 4.2(f)*.

“**Pledged Equity Interests**” means all Pledged Stock, Pledged LLC Interests, and Pledged Partnership Interests. Pledged Equity Interests shall specifically exclude any Excluded Property.

“**Pledged LLC Interests**” means all interests owned by a Grantor in any limited liability company, including all limited liability company interests listed on *Schedule 3.10* and the certificates, if any, representing such limited liability company interests and any interest of such Grantor on the books and records of such limited liability company or on the books and records of any securities intermediary pertaining to such interest and all dividends, distributions, cash, warrants, rights, options, Instruments, securities and other property or Proceeds from time to time received, receivable, or otherwise distributed in respect of or in exchange for any or all of such limited liability company interests.

“**Pledged Partnership Interests**” means all interests owned by a Grantor in any general partnership, limited partnership, limited liability partnership or other partnership, including all partnership interests listed on *Schedule 3.10* and the certificates, if any, representing such partnership interests and any interest of such Grantor on the books and records of such partnership or on the books and records of any securities intermediary pertaining to such interest and all dividends, distributions, cash, warrants, rights, options, Instruments, securities and other property or Proceeds from time to time received, receivable, or otherwise distributed in respect of or in exchange for any or all of such partnership interests.

“**Pledged Stock**” means all shares of capital stock owned by a Grantor, including all shares of capital stock described on *Schedule 3.10*, and the certificates, if any, representing such shares and any interest of such Grantor in the entries on the books of the issuer of such shares or on the books of any securities intermediary pertaining to such shares, and all dividends, distributions, cash, warrants, rights, options, Instruments, securities, and other property or Proceeds from time to time received, receivable, or otherwise distributed in respect of or in exchange for any or all of such shares.

“**Proceeds**” means any “*proceeds*,” as such term is defined in *Section 9.102(a)(65)* of the UCC.

“**Receivables**” means the Accounts, Chattel Paper, Documents, Investment Related Property, Instruments, or Commercial Tort Claims, and any other rights or claims to receive Money which are General Intangibles or which are otherwise included as Collateral, together with all of the applicable Grantor’s rights, if any, in all Collateral Support and Supporting Obligations related thereto.

**“Requirement of Law”** means, as to any Person, any law (statutory or common), ordinance, treaty, rule, regulation, order, policy, other legal requirement or determination of an arbitrator or of a Governmental Authority, in each case applicable to or binding upon such Person or any of its Property or to which such Person or any of its Property is subject.

**“Secured Obligations”** means the Obligations, whether or not (a) such Obligations arise or accrue before or after the filing by or against any Grantor of a petition under the Bankruptcy Code, or any similar filing by or against any Grantor under the laws of any jurisdiction, or any bankruptcy, insolvency, receivership or other similar proceeding, (b) such Obligations are allowable under *Section 502(b)(2)* of the Bankruptcy Code or under any other insolvency proceedings, (c) the right of payment in respect of such Obligations is reduced to judgment, or (d) such Obligations are liquidated, unliquidated, similar, dissimilar, related, unrelated, direct, indirect, fixed, contingent, primary, secondary, joint, several, or joint and several, matured, disputed, undisputed, legal, equitable, secured, or unsecured.

**“Securities Account”** means any “*securities account*”, as such term is defined in *Section 8.501(a)* of the UCC.

**“Security”** has the meaning set forth in *Section 8.102(a)(15)* of the UCC.

**“Security Agreement Supplement”** has the meaning set forth in *Section 4.211*.

**“Supporting Obligation”** means all “*supporting obligations*” as defined in *Section 9.102(a)(78)* of the UCC.

**“Tangible Chattel Paper”** means any “*tangible chattel paper*”, as such term is defined in *Section 9.102(a)(79)* of the UCC.

**“Trademark Licenses”** means any and all agreements providing for the granting of any right in or to Trademarks (whether a Grantor is licensee or licensor thereunder), including each agreement referred to on *Schedule 3.17*.

**“Trademarks”** means all United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing, including: (a) the registrations and applications referred to on *Schedule 3.17*; (b) all extensions or renewals of any of the foregoing; (c) all of the goodwill of the business connected with the use of and symbolized by the foregoing; (d) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill; and (e) all products and Proceeds of the foregoing, including any income, royalties, and awards and any claim by any Grantor against third parties for past, present, or future infringement of any Trademark or any Trademark licensed under any Trademark License.

**“Trade Secret Licenses”** means any and all agreements providing for the granting of any right in or to Trade Secrets (whether a Grantor is licensee or licensor thereunder).

“**Trade Secrets**” means all trade secrets and all other confidential or proprietary information and know-how, whether or not such Trade Secret has been reduced to a writing or other tangible form, including all Documents and things embodying, incorporating, or referring in any way to such Trade Secret, including: (a) the right to sue for past, present and future misappropriation or other violation of any Trade Secret; and (b) all products and Proceeds of the foregoing, including any income, royalties, and awards and any claim by any Grantor against third parties for past, present, or future infringement of any Trade Secrets or any Trade Secrets licensed under any Trade Secret License.

“**UCC**” means the Uniform Commercial Code as the same may, from time to time, be in effect in the State of Texas; *provided, however*, that in any event, by reason of mandatory provisions of law, any or all of the attachment, perfection or priority (or terms of similar import in any applicable jurisdiction) of Secured Party’s security interest in any Collateral is governed by the Uniform Commercial Code (or other similar law) as in effect in a jurisdiction (whether within or outside the United States) other than the State of Texas, the term “UCC” shall mean the Uniform Commercial Code (or other similar law) as in effect in such other jurisdiction for purposes of the provisions hereof relating to such attachment, perfection or priority (or terms of similar import in such jurisdiction) and for purposes of definitions related to such provisions.

“**Vehicles**” means all present and future automobiles, trucks, truck tractors, trailers, semi-trailers, or other motor vehicles or rolling stock, now owned or hereafter acquired by a Grantor and, in each case, with a certificate of title.

## 2. **GRANT OF SECURITY INTEREST**

2.1. **Security Interest.** To secure the prompt and complete payment and performance of the Secured Obligations when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due but for the operation of the automatic stay under *Section 362(a)* of the Bankruptcy Code or any similar provisions of other applicable laws), each Grantor hereby grants to Secured Party a continuing security interest in, a Lien upon, and a right of set off against, and hereby assigns to Secured Party as security, all personal property of such Grantor, whether now owned or hereafter acquired or existing, and wherever located (together with all other collateral security for the Secured Obligations at any time granted to or held or acquired by Secured Party, collectively, the “**Collateral**”), including:

- (a) Accounts;
- (b) Chattel Paper;
- (c) Commercial Tort Claims;
- (d) Deposit Accounts, Securities Accounts, and Commodity Accounts;
- (e) Documents;
- (f) General Intangibles;

- (g) Goods;
- (h) Instruments;
- (i) Investment Related Property;
- (j) Letter of Credit Rights;
- (k) Money;
- (l) Fixtures;
- (m) Intellectual Property;
- (n) Vehicles;
- (o) to the extent not otherwise included above, all Collateral Records, Collateral Support, and Supporting Obligations relating to any of the foregoing; and
- (p) to the extent not otherwise included above, all accessions to, substitutions for, and all replacements, products, Proceeds of the foregoing, including Proceeds of and unearned premiums with respect to insurance policies, and claims against any Person for loss, damage, or destruction of any Collateral.

If the security interest granted hereby in any rights of any Grantor under any contract included in the Collateral is expressly prohibited by such contract, then the security interest hereby granted therein nonetheless remains effective to the extent allowed by Article 9 of the UCC or other applicable law but is otherwise limited by that prohibition. Notwithstanding the foregoing, no Lien or security interest is hereby granted on any Excluded Property; *provided that* if and when any Property shall cease to be Excluded Property, a Lien on and security in such Property shall be deemed granted therein. Furthermore, notwithstanding any contrary provision, each Grantor agrees that, if, but for the application of this paragraph, granting a security interest in the Collateral would constitute a fraudulent conveyance under 11 U.S.C. § 548 or a fraudulent conveyance or transfer under any state fraudulent conveyance, fraudulent transfer, or similar law in effect from time to time (each a “*fraudulent conveyance*”), then the security interest remains enforceable to the maximum extent possible without causing such security interest to be a fraudulent conveyance, and this Security Agreement is automatically amended to carry out the intent of this sentence.

2.2. **Grantors Remain Liable.** Notwithstanding anything to the contrary contained herein, (a) each Grantor shall remain liable under the contracts and agreements included in the Collateral to the extent set forth therein to perform all of its respective duties and Obligations thereunder to the same extent as if this Security Agreement had not been executed, (b) the exercise by Secured Party of any of its rights hereunder shall not release any Grantor from any of its duties or Obligations under the contracts and agreements included in the Collateral, and (c) Secured Party shall not have any obligation or liability under any of the contracts and agreements included in the Collateral by reason of this Security Agreement, nor shall Secured

Party be obligated to perform any of the Obligations or duties of any Grantor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

2.3. **Authorization to File Financing Statements.** Each Grantor hereby irrevocably authorizes Secured Party at any time and from time to time to file in any UCC jurisdiction any initial financing statements and amendments thereto that (a) indicate the Collateral (i) as all assets of such Grantor or words of similar effect, regardless of whether any particular asset comprised in the Collateral falls within the scope of Article 9 of the UCC, or (ii) as being of an equal or lesser scope or with greater detail, and (b) contain any other information required by Subchapter E of Article 9 of the UCC for the sufficiency or filing office acceptance of any financing statement or amendment, including (A) whether such Grantor is an organization, the type of organization and any organization identification number issued to such Grantor (if required) and (B) in the case of a financing statement filed as a fixture filing or indicating Collateral as as-extracted collateral or timber to be cut, a sufficient description of real property to which the Collateral relates. Each Grantor agrees to furnish any such information to Secured Party promptly upon written request.

3. **REPRESENTATIONS AND WARRANTIES.** As of the date hereof, each Grantor represents and warrants to Secured Party that:

3.1. **Credit Agreement.** Certain representations and warranties in the Loan Documents to which a Grantor is a party are applicable to such Grantor or its assets or operations, and each such representation and warranty is true and correct in all material respects.

3.2. **Title; Authorization; Enforceability; Perfection.** (a) Each Grantor has good and valid rights in and title to the Collateral with respect to which it has purported to grant a security interest hereunder, free and clear of all Liens except for Permitted Liens, and has full power and authority to grant to Secured Party the security interest in such Collateral; (b) the execution and delivery by each Grantor of this Security Agreement has been duly authorized, and this Security Agreement constitutes a legal, valid and binding obligation of such Grantor and creates a security interest enforceable against such Grantor in all now owned and hereafter acquired Collateral; (c)(i) upon the filing of all UCC financing statements naming each Grantor as “debtor” and Secured Party as “secured party” and describing the Collateral in the filing offices set forth opposite such Grantor’s name on *Schedule 3.5* hereof, (ii) upon delivery of all Instruments, Chattel Paper, certificated Pledged Equity Interests, and Collateral Notes, (iii) upon sufficient identification of Commercial Tort Claims, (iv) upon execution of a control agreement establishing Secured Party’s Control with respect to any Deposit Account (other than an Excluded Deposit Account), Securities Account, or Commodity Account, (v) upon consent of the issuer or any nominated person with respect to Letter of Credit Rights, (vi) upon notation upon any applicable certificate of title, and (vii) to the extent not subject to Article 9 of the UCC, upon recordation of the security interests granted hereunder in Intellectual Property in the applicable intellectual property registries, including the United States Patent and Trademark Office and the United States Copyright Office, the security interests granted to Secured Party hereunder constitute valid and perfected first priority Liens (subject in the case of priority only to (1) Permitted Liens, and (2) the rights of the United States government (including any agency or department thereof) with respect to United States government Receivables on all of the Collateral).

**3.3. Conflicting Legal Requirements and Contracts.** Neither the execution and delivery by any Grantor of this Security Agreement, the creation and perfection of the security interest in the Collateral granted hereunder, nor compliance with the terms and provisions hereof will (a) violate (i) any legal requirement binding on such Grantor, (ii) such Grantor's organizational documents, or (iii) the provisions of any indenture, Instrument or agreement to which such Grantor is a party or is subject, or by which it, or its property, is bound; or (b) conflict with or constitute a default under, or result in the creation or imposition of any Lien pursuant to, the terms of any such indenture, Instrument or agreement (other than any Lien of Secured Party), which, in the case of clause (a)(i), (a)(iii) and (b) of this **Section 3.3**, could reasonably be expected to result in a Material Adverse Event.

**3.4. Governmental Authority.** No authorization, approval, or other action by, and no notice to or filing with, any Governmental Authority is required either (a) for the pledge by any Grantor of the Collateral pursuant to this Security Agreement or for the execution, delivery, or performance of this Security Agreement by any Grantor, or (b) for the exercise by Secured Party of the voting or other rights provided for in this Security Agreement or the remedies in respect of the Collateral pursuant to this Security Agreement (except as may be required in connection with the disposition of the Pledged Equity Interests by legal requirements affecting the offering and sale of securities generally and customary transfer provisions in any Grantor's organizational documents).

**3.5. Grantor Information.** Each Grantor's exact legal name, jurisdiction of organization, type of entity, state issued organizational identification number and the location of its principal place of business, or chief executive office and of the books and records relating to the Receivables, are disclosed on **Schedule 3.5**; no Grantor has any other places of business except those set forth on **Schedule 3.5**. Except as noted on **Schedule 3.5** hereto, all such books, records, and Collateral are in such Grantor's possession, other than Equipment and Inventory in transit. No Grantor has done in the last five (5) years, and does, business under any other name (including any trade-name or fictitious business name) except for those names set forth on **Schedule 3.5**. Except as provided on **Schedule 3.5**, no Grantor has changed its name, jurisdiction of organization, principal place of business, or chief executive office or its corporate structure in any way (e.g., by merger, consolidation, change in corporate form or otherwise) within the past five (5) years.

**3.6. Property Locations.** The Inventory, Equipment, and Fixtures, other than Equipment or Inventory in transit, are located solely at the locations described on **Schedule 3.6**. All of such locations are owned by a Grantor except for locations (a) which are leased by a Grantor as lessee and designated in **Part B of Schedule 3.6**, and (b) at which Inventory is held in a public warehouse or is otherwise held by a bailee or on consignment as designated in **Part C of Schedule 3.6**, with respect to which Inventory such Grantor has delivered bailment agreements, warehouse receipts, financing statements or other Documents satisfactory to Secured Party to protect Secured Party's security interest in such Collateral to the extent that the value of such Collateral at such location exceeds \$250,000.

**3.7. [Reserved].**



3.8. **No Financing Statements or Control Agreements.** Other than the financing statements and control agreements with respect to this Security Agreement, there are no other financing statements or control agreements covering any Collateral, other than those evidencing Permitted Liens.

3.9. **Maintenance of Collateral.** All material tangible Collateral which is necessary to any Grantor's business is in good repair and condition, ordinary wear and tear excepted, and none thereof is a Fixture except as specifically referred to herein on *Schedule 3.6*.

3.10. **Collateral.** *Schedule 3.10* accurately lists all Pledged Equity Interests, Securities Accounts, Commodity Accounts, Deposit Accounts, Collateral Notes, Collateral Note Security, Commercial Tort Claims, and all letters of credit, in which any Grantor has any right, title, or interest. All information supplied by any Grantor to Secured Party with respect to any of the Collateral (in each case taken as a whole with respect to any particular Collateral) is true, correct, and complete in all material respects.

3.11. **Deposit, Commodity, and Securities Accounts.** *Schedule 3.10* correctly identifies all Deposit Accounts, Commodity Accounts, and Securities Accounts in which a Grantor has an interest and the institutions holding such accounts. Each Grantor is the sole account holder of each such account, and such Grantor has not consented to, and is not otherwise aware of, any person (other than Secured Party) having Control over, or any other interest in, any such account or the property credited thereto.

3.12. **Receivables.**

(a) Each Receivable to such Grantor's actual knowledge (i) is and will be the legal, valid and binding obligation of the Account Debtor in respect thereof, representing an unsatisfied obligation of such Account Debtor, (ii) is and will be enforceable in accordance with its terms subject to customary bankruptcy exceptions, (iii) is not and will not be subject to any setoffs, defenses, taxes, counterclaims (except with respect to refunds, returns and allowances in the ordinary course of business with respect to damaged merchandise), and (iv) is and will be in compliance with all material applicable laws, whether federal, state, local or foreign.

(b) The names of the Account Debtors, amounts owing, due dates and other material information with respect to each Account or Chattel Paper are and will be correctly stated in all records of each Grantor relating thereto and in all invoices and reports with respect thereto furnished to Secured Party by each Grantor from time to time.

3.13. **Letter of Credit Rights.** All letters of credit to which any Grantor has rights is listed on *Schedule 3.10*, and such Grantor has used commercially reasonable efforts to obtain the consent of each issuer or the nominated person of any letter of credit to the assignment of the Proceeds of the letter of credit to Secured Party to the extent the value of such letter of credit exceeds \$250,000.

3.14. **Instruments; Chattel Paper; Collateral Notes; and Collateral Note Security.** All Instruments and Chattel Paper, including the Collateral Notes, in each case, with a value in

excess of \$250,000 have been delivered to Secured Party, together with corresponding endorsements duly executed in blank by the applicable Grantor in favor of Secured Party, and such endorsements have been duly and validly executed. Each Collateral Note and the Documents evidencing the Collateral Note Security are in full force and effect; there have been no renewals or extensions of, or amendments, modifications, or supplements to, any such Collateral Note Security about which Secured Party has not been advised in writing; and no “default” has occurred and is continuing under any such Collateral Note or Documents evidencing the Collateral Note Security, except as disclosed on *Schedule 3.10*.

3.15. **[Reserved].**

3.16. **Investment Related Property.**

(a) *Schedule 3.10* sets forth all of the Pledged Stock, Pledged LLC Interests, and Pledged Partnership Interests owned by any Grantor and such Pledged Equity Interests constitute the percentage of issued and outstanding shares of stock, percentage of membership interests, percentage of partnership interests or percentage of beneficial interest of the respective issuers thereof indicated on such Schedule.

(b) Except as set forth on *Schedule 3.10*, no Grantor has acquired any equity interests of another entity other than another Grantor or substantially all the assets of another entity within the past five (5) years.

(c) Each Grantor is the record and beneficial owner of the Pledged Equity Interests owned by it free of all Liens, rights or claims of other persons other than Permitted Liens, and there are no outstanding warrants, options or other rights to purchase, or shareholder, voting trust or similar agreements outstanding with respect to, or property that is convertible into, or that requires the issuance or sale of, any Pledged Equity Interests.

(d) Except with respect to consents obtained on or prior to the date hereof, no consent of any person including any other general or limited partner, any other member of a limited liability company, any other shareholder or any other trust beneficiary is necessary or desirable in connection with the creation, perfection or first priority status of the security interest of Secured Party in any Pledged Equity Interests or the exercise by Secured Party of the voting or other rights provided for in this Security Agreement or the exercise of remedies in respect thereof.

(e) None of the Pledged LLC Interests or Pledged Partnership Interests are or represent interests in issuers that (i) are registered as investment companies or (ii) are dealt in or traded on securities exchanges or markets.

(f) Except as otherwise set forth on *Schedule 3.10*, all of the Pledged LLC Interests and Pledged Partnership Interests are or represent interests in issuers that have not opted to be treated as securities under the UCC of any jurisdiction.

(g) (i) Each Grantor has delivered to Secured Party all stock certificates (if any) representing or evidencing the Pledged Equity Interests, *together with* corresponding

assignment or transfer powers duly executed in blank by such Grantor, and such powers have been duly and validly executed and are binding and enforceable against such Grantor in accordance with their terms and (ii) to the extent such Pledged Equity Interests are uncertificated, each Grantor has taken all actions necessary or desirable to establish Secured Party's Control over such Pledged Equity Interests.

### 3.17. **Intellectual Property.**

(a) All of the Intellectual Property is subsisting, valid, and enforceable. As of the Closing Date, the information contained on *Schedule 3.17* is true, correct, and complete. All Patents, registered Trademarks, registered Copyrights, and all Patent Licenses, Trademark Licenses, and Copyright Licenses other than off-the-shelf licenses of each Grantor are identified on *Schedule 3.17*.

(b) Each Grantor is the sole and exclusive owner of the entire and unencumbered right, title, and interest in and to the Intellectual Property purported to be owned by such Grantor free and clear of any Liens, other than Permitted Liens, but not including any licenses, user agreements, or covenants by such Grantor not to sue third persons.

(c) To the best of each Grantor's actual knowledge, no third party is infringing any of such Grantor's rights under the Intellectual Property.

(d) Subject to *Section 4.7*, each Grantor has performed and will continue to perform all acts and has paid and will continue to pay all required fees and taxes to maintain each and every Patent, registered Trademark or registered Copyright in full force and effect throughout the world, as applicable.

(e) Each of the Patents and registered Trademarks identified on *Schedule 3.17* has been properly registered with the United States Patent and Trademark Office and in corresponding offices throughout the world (where appropriate) and each of the registered Copyrights identified on *Schedule 3.17* has been properly registered with the United States Copyright Office and in corresponding offices throughout the world (where appropriate).

(f) To the best of each Grantor's actual knowledge, no claims with respect to the Intellectual Property have been asserted and are pending (i) to the effect that the sale, licensing, pledge, or use of any of the products of such Grantor's business infringes any other party's valid copyright, trademark, service mark, trade secret, or other intellectual property right, (ii) against the use by such Grantor of any Intellectual Property used in such Grantor's business as currently conducted, or (iii) challenging the ownership or use by such Grantor of any of the Intellectual Property that such Grantor purports to own or use.

3.18. **Excluded Property.** Each Grantor hereby represents and warrants that the Excluded Property, when taken as a whole, is not material to the business operations or financial condition of Borrowers and their Subsidiaries, taken as a whole.

The foregoing representations and warranties will be true and correct in all material respects with respect to any additional Collateral or additional specific descriptions of certain Collateral delivered to Secured Party in the future by any Grantor. The failure of any of these representations or warranties or any description of Collateral therein to be accurate or complete shall not impair the security interest in any such Collateral.

4. **COVENANTS.** From the date of this Security Agreement, and thereafter until this Security Agreement is terminated:

4.1. **Loan Documents.** Each Grantor shall (a) comply with, perform, and be bound by all covenants and agreements in the Loan Documents that are applicable to it, its assets, or its operations, each of which is hereby ratified and confirmed (**INCLUDING THE INDEMNIFICATION AND RELATED PROVISIONS IN SECTION 12.2 OF THE CREDIT AGREEMENT**); AND (b) **CONSENT TO AND APPROVE THE VENUE AND SERVICE OF PROCESS IN SECTION 12.12 OF THE CREDIT AGREEMENT, AND WAIVER OF JURY TRIAL PROVISIONS OF SECTION 12.18 OF THE CREDIT AGREEMENT.**

4.2. **General.**

(a) **Inspection.** At any reasonable time and from time to time, each Grantor will permit Secured Party, by its representatives and agents to (a) inspect the Collateral in any manner and through any reasonable medium that Secured Party considers advisable, (b) examine and make copies of the records of such Grantor relating to the Collateral, and (c) discuss the Collateral and the related records of such Grantor; *provided, however*, that in the absence of an Event of Default, Secured Party and its representatives and agents shall not be permitted to visit and inspect Grantor's Properties in excess of one visit per fiscal year (inclusive of any visit permitted by the terms of the Credit Agreement).

(b) **Records and Reports; Notification of Default or Event of Default.** Each Grantor will maintain true, complete, and accurate books and records with respect to the Collateral, and furnish to Secured Party such reports relating to the Collateral at such intervals as Secured Party shall from time to time request. Each Grantor will give prompt notice in writing to Secured Party of the occurrence of any Default or Event of Default and of any other development, financial or otherwise, which might materially and adversely affect a material portion of the Collateral. Each Grantor shall mark its books and records to reflect the security interest of Secured Party under this Security Agreement.

(c) **Schedules.** Each Grantor shall promptly update any Schedule if any information therein shall become materially inaccurate or incomplete. The failure of property descriptions to be accurate or complete on any Schedule shall not impair Secured Party's security interest in such property.

(d) **Financing Statements and Other Actions; Defense of Title.** Each Grantor shall execute and cause to be executed such further documents and instruments, including without limitation, UCC financing statements, as Secured Party, in its reasonable discretion, deems necessary or desirable to create, evidence, preserve and perfect its liens and security interests in the Collateral and maintain the priority thereof as required hereunder. Each Grantor will take any and all actions necessary to defend title to the Collateral against all persons and to defend the security interest of Secured Party in the Collateral and the priority thereof against any Lien not expressly permitted hereunder.

(e) **Disposition of Collateral.** No Grantor will sell, lease, license or otherwise dispose of the Collateral except dispositions permitted pursuant to the Credit Agreement.

(f) **Liens.** No Grantor will create, incur, or suffer to exist any Lien on the Collateral except (i) the security interest created by this Security Agreement, and (ii) other Liens permitted pursuant to the Credit Agreement or any other Loan Document.

(g) **Change in Location, Jurisdiction of Organization or Name.** No Grantor will (i) have any Inventory, Equipment, Fixtures, or Proceeds or products thereof (other than Inventory and Proceeds thereof disposed of as permitted by *Section 4.2(e)*) valued in excess of \$250,000 at a location other than a location specified on *Schedule 3.6* (other than Equipment or Inventory in transit), (ii) maintain records relating to the Receivables at a location other than at the location specified on *Schedule 3.6*, (iii) maintain a place of business at a location other than a location specified on *Schedule 3.6*, (iv) change its name or taxpayer identification number, (v) change its mailing address, or (vi) change its jurisdiction of organization, unless such Grantor shall have given Secured Party not less than thirty (30) days' (or such later date as agreed between such Grantor and the Secured Party) prior written notice thereof. Prior to making any of the foregoing changes, each Grantor shall execute and deliver all such additional Documents and perform all additional acts as Secured Party, in its reasonable discretion, may request in order to continue or maintain the existence and priority of its security interest in all of the Collateral.

(h) **Taxes.** Each Grantor will pay when due all taxes, assessments and governmental charges and levies upon the Collateral, except those which are being contested in good faith by appropriate proceedings and with respect to which no Lien exists and as to which appropriate reserves are being maintained.

(i) **Compliance with Agreements.** Each Grantor shall comply in all material respects with all agreements, contracts, and instruments binding on it or affecting its Properties or business, except to the extent failure to so comply could not reasonably be expected to result in a Material Adverse Event.

(j) **Compliance with Legal Requirements.** Each Grantor shall comply in all material respects with all material applicable laws.

(k) **Other Financing Statements.** No Grantor will authorize any other financing statement naming it as debtor covering all or any portion of the Collateral, except as permitted by *Section 4.2(f)*.

4.3. **Certain Agreements on Receivables.** No Grantor will make or agree to make any discount, credit, rebate or other reduction in the original amount owing on a Receivable or accept in satisfaction of a Receivable less than the original amount thereof unless such amount is reduced, discounted, credited or subject to rebate in a manner that is not material in the aggregate, except that, prior to the occurrence of an Event of Default, such Grantor may reduce the amount of Accounts in accordance with its present policies and in the ordinary course of business.

4.4. **Inventory and Equipment.**

(a) **Maintenance of Goods.** Each Grantor will do all things reasonably necessary to maintain, preserve, protect and keep the Inventory and the Equipment in good repair and working and saleable condition except in the case of ordinary wear and tear.

(b) **Certificates of Title.** With respect to any item of Equipment which is covered by a certificate of title and indication of a security interest on such certificate is required as a condition of perfection, upon the occurrence and continuance of an Event of Default and the written request of Secured Party, the applicable Grantor shall cause Secured Party's security interest to be properly indicated thereon.

4.5. **Investment Related Property.**

(a) **No Modification of Rights and Obligation.** Without the prior written consent of Secured Party, no Grantor shall vote to enable or take any other action to: (i) amend or terminate any partnership agreement, limited liability company agreement, certificate of incorporation, by-laws or other organizational documents that would be adverse to the Secured Party or the Lenders; (ii) permit any issuer of any Pledged Equity Interest to issue any additional stock, partnership interests, limited liability company interests or other equity interests of any nature or to issue securities convertible into or granting the right of purchase or exchange for any stock or other equity interest of any nature of such issuer unless it is subject to the Liens granted herein; (iii) other than as permitted under the Credit Agreement, permit any issuer of any Pledged Equity Interest to dispose of all or a material portion of its assets; or (iv) cause any issuer of any Pledged Partnership Interests or Pledged LLC Interests which are not securities (for purposes of the UCC) on the date hereof to elect or otherwise take any action to cause such Pledged Partnership Interests or Pledged LLC Interests to be treated as securities for purposes of the UCC; *provided, however,* notwithstanding the foregoing, if any issuer of any Pledged Partnership Interests or Pledged LLC Interests takes any such action in violation of the foregoing in this *clause (v)*, such Grantor shall promptly notify Secured Party in writing of any such election or action and, in such event, shall take all steps necessary or advisable to establish Secured Party's Control thereof.

(b) **Performance of Underlying Obligations.** Each Grantor shall comply in all material respects with all of its obligations under any partnership agreement or limited liability company agreement relating to Pledged Partnership Interests or Pledged LLC Interests and shall enforce all of its material rights with respect to any Investment Related Property.

(c) **[Reserved].**

(d) **Consent of Grantor.** Each Grantor consents to the grant by each other Grantor of a security interest in all Investment Related Property to Secured Party and, without limiting the foregoing, consents to the transfer of any Pledged Partnership Interest and any Pledged LLC Interest to Secured Party or its nominee following an Event of Default in connection with a foreclosure of Secured Party's security interest and to the substitution of Secured Party or its nominee as a partner in any partnership or as a member in any limited liability company with all the rights and powers related thereto.

(e) **Voting of Securities.** Prior to the occurrence of an Event of Default, each Grantor is entitled to exercise all voting rights pertaining to any Pledged Equity Interests; *provided, however,* that no vote shall be cast or consent, waiver, or ratification given or action taken without the prior written consent of Secured Party which would be inconsistent with or violate any provision of this Security Agreement or any other Loan Document. On and after the occurrence and during the continuation of an Event of Default and if Secured Party elects to exercise such right, the right to vote any Pledged Equity Interests shall be vested exclusively in Secured Party. To this end, each Grantor hereby irrevocably constitutes and appoints Secured Party the proxy and attorney-in-fact of such Grantor, with full power of substitution, to vote, and to act with respect to, any and all Collateral that is Pledged Equity Interests standing in the name of such Grantor or with respect to which such Grantor is entitled to vote and act, subject to the understanding that such proxy may not be exercised unless an Event of Default has occurred and is continuing. The proxy herein granted is coupled with an interest, is irrevocable, and shall continue until the termination of this Security Agreement pursuant to **Section 6.8**.

4.6. **Notice to Account Debtor.** Secured Party may, in its sole discretion, at any time or times after an Event of Default has occurred, and with prior notice to any Grantor, (i) notify any or all Account Debtors (except any Governmental Account Debtor) that the Accounts have been assigned to Secured Party and that Secured Party has a security interest therein and (ii) direct any or all Account Debtors (except any Governmental Account Debtor) to make all payments upon the Accounts directly to Secured Party. Secured Party shall furnish Grantors with a copy of such notice.

4.7. **Intellectual Property.**

(a) **Prosecution of Applications.** Each Grantor shall prosecute diligently all applications in respect of Intellectual Property, now or hereafter pending with respect to Intellectual Property material to the business of such Grantor.

(b) **Maintenance of Rights.** Each Grantor shall preserve and maintain all of its material rights in the Intellectual Property and protect its Intellectual Property from infringement, unfair competition, cancellation, or dilution by all appropriate action necessary in such Grantor's reasonable business judgment, including the commencement and prosecution of legal proceedings to recover damages for infringement and to defend and preserve its rights in the Intellectual Property.

(c) **No Abandonment.** No Grantor may abandon any of the Intellectual Property reasonably necessary to the conduct of its business in the exercise of such Grantor's reasonable business judgment.

(d) **Licenses.** (i) No Grantor shall sell or assign any of its interest in any of the Intellectual Property other than in the ordinary course of business for full and fair consideration without the prior written consent of Secured Party and (ii) each Grantor shall maintain the quality of any and all products and services with respect to which the Intellectual Property is used.

(e) **No Conflicting Agreements.** No Grantor shall enter into any agreement, including any licensing agreement, that is or may be inconsistent with such Grantor's Obligations under this Security Agreement or any of the other Loan Documents.

(f) **Additional Intellectual Property.** Each Grantor shall give Secured Party prompt written notice if such Grantor shall obtain rights to or become entitled to the benefit of any Intellectual Property not identified on *Schedule 3.17*. Each Grantor shall execute and deliver any and all Patent Security Agreements, Copyright Security Agreements, or Trademark Security Agreements, each in form and substance reasonably satisfactory to Secured Party, as Secured Party may request to evidence Secured Party's Lien on such Intellectual Property.

(g) **Obligation upon Default.** On and after the occurrence and during the continuation of an Event of Default, each Grantor shall use its reasonable efforts to obtain any consents, waivers, or agreements necessary to enable Secured Party to exercise its rights and remedies with respect to the Intellectual Property.

4.8. **Collateral Notes and Collateral Note Security.** Without the prior written consent of Secured Party, no Grantor may (a) modify or substitute, or permit the modification, or substitution of, any Collateral Note or any Document evidencing the Collateral Note Security in any manner that would be adverse to the Secured Party or Lenders or (b) release any Collateral Note Security unless specifically required by the terms thereof.

4.9. **Instruments; Chattel Paper; and Documents.** Each Grantor will (a) deliver to Secured Party immediately upon execution of this Security Agreement the originals of all Chattel Paper and Instruments (if any then exists), (b) hold in trust for Secured Party upon receipt and immediately thereafter deliver to Secured Party any Chattel Paper and Instruments constituting Collateral, (c) mark conspicuously all Chattel Paper and Instruments (other than any delivered to Secured Party) with an appropriate reference to the security interest of Secured Party, and (d) upon Secured Party's request, deliver to Secured Party (and thereafter hold in trust for



Secured Party upon receipt and immediately deliver to Secured Party) any Document evidencing or constituting Collateral.

4.10. **Deposit, Commodity, and Securities Accounts.** With respect to any Commodity Account, or Securities Account with \$250,000 or more in any such account, each Grantor shall (a) maintain such accounts at the institutions described on **Schedule 3.10** or such additional institutions as have complied with **clause (b)** hereof; (b) within thirty (30) days of the Closing Date or such later date as agreed between such Grantor and the Secured Party, deliver to each depository bank and security intermediary a letter in form and substance reasonably satisfactory to Secured Party with respect to Secured Party's rights in such account and use its best efforts to obtain the execution of such letter by each institution stating that the pledge of such account has been recorded in the books and records of such institution and that Secured Party shall have exclusive Control over such account; (c) deliver to Secured Party all certificates or Instruments, if any, now or hereafter representing or evidencing such accounts, accompanied by duly executed instruments of transfer or assignment in blank, all in form and substance reasonably satisfactory to Secured Party. With respect to any Deposit Accounts other than Excluded Deposit Accounts, each Grantor shall maintain such accounts in accordance with **Section 7.12(a)** of the Credit Agreement. To the extent required by any applicable Requirement of Law, Excluded Deposit Accounts of the Grantors will not be subject to control agreements in favor of the Secured Party; *provided, however*, that, within thirty (30) days after the date hereof (and simultaneous with the opening of any new Excluded Deposit Account opened after the date hereof), each Grantor shall establish sweep instructions with respect to each Excluded Deposit Account of such Grantor instructing each depository bank holding an Excluded Deposit Account of such Grantor to sweep all of the funds held in such Excluded Deposit Account on a daily basis into a Deposit Account of such Grantor covered by a control agreement in favor of the Secured Party (a "**Controlled Account**"). Any termination or change in such sweep instructions such that all of the funds in any such Excluded Deposit Account are not being swept on a daily basis into a Controlled Account shall constitute an Event of Default as provided in the Credit Agreement.

4.11. **Commercial Tort Claims.** If any Grantor at any time holds or acquires a Commercial Tort Claim in excess of \$250,000, such Grantor shall (a) immediately forward to Secured Party written notification of any and all such Commercial Tort Claims, including any and all actions, suits and proceedings before any court or Governmental Authority by or affecting such Grantor; and (b) execute and deliver such statements, Documents and notices and do and cause to be done all such things as may be reasonably required by Secured Party, or required by law, including all things which may from time to time be necessary under the UCC to fully create, preserve, perfect and protect the priority of Secured Party's security interest in any Commercial Tort Claims.

4.12. **Letters-of-Credit Rights.** If any Grantor is at any time a beneficiary under a letter of credit in excess of \$250,000 now or hereafter issued in favor of any Grantor, such Grantor shall promptly notify Secured Party thereof in writing and, at Secured Party's request, such Grantor shall, pursuant to an agreement in form and substance satisfactory to Secured Party, either (a) arrange for the issuer or any confirmer of such letter of credit to consent to an assignment to Secured Party of the Proceeds of any drawing under the letter of credit or (b) arrange for Secured Party to become the transferee beneficiary of the letter of credit, with

Secured Party agreeing, in each case, that the Proceeds of any drawing under the letter of credit are to be applied to the Secured Obligations as provided in the Credit Agreement.

4.13. **Fixtures.** For any Collateral that is a Fixture or an accession which has been attached to real estate or other goods prior to the perfection of the security interest of Secured Party, the applicable Grantor shall furnish Secured Party, upon reasonable demand, a disclaimer of interest in each such Fixture or accession and a consent in writing to the security interest of Secured Party therein, signed by all persons having any interest in such Fixture or accession by virtue of any interest in the real estate or other goods to which such Fixture or accession has been attached.

4.14. **[Reserved]**

4.15. **[Reserved]**

4.16. **Mortgagee's and Landlord Waivers.** Each Grantor shall take commercially reasonable efforts to cause each mortgagee of real property owned by such Grantor (upon request by Secured Party) and each landlord of real property leased by such Grantor to execute and deliver Instruments satisfactory in form and substance to Secured Party by which such mortgagee or landlord waives their rights, if any, in the Collateral and permits Secured Party to enter the subject property on and after the occurrence of an Event of Default within sixty (60) days of the Closing Date (or such later date as agreed by the Secured Party). It is understood that to the extent any Grantor real property is acquired or leased after the Closing Date then such Grantor shall have sixty (60) days from the date of acquisition or lease of such property to fulfill the requirements of this *Section 4.16*.

4.17. **[Reserved]**

4.18. **Use and Operation of Collateral.** Should any Collateral come into the possession of Secured Party, Secured Party may use or operate such Collateral for the purpose of preserving it or its value, pursuant to the order of a court of appropriate jurisdiction or in accordance with any other rights held by Secured Party in respect of such Collateral. Each Grantor covenants to promptly reimburse and pay to Secured Party, at Secured Party's request, the amount of all reasonable and out of pocket expenses (including the cost of any insurance and payment of taxes or other charges) incurred by Secured Party in connection with its custody and preservation of the Collateral, and all such expenses, costs, taxes, and other charges shall bear interest at the Default Rate until repaid and, together with such interest, shall be payable by Grantors to Secured Party upon written demand and shall become part of the Secured Obligations. However, the risk of accidental loss or damage to, or diminution in value of, the Collateral is on Grantors, and Secured Party shall have no liability whatever for failure to obtain or maintain insurance, nor to determine whether any insurance ever in force is adequate as to amount or as to the risks insured. With respect to the Collateral that is in the possession of Secured Party, Secured Party shall have no duty to fix or preserve rights against prior parties to such Collateral and shall never be liable for any failure to use diligence to collect any amount payable in respect of such Collateral, but shall be liable only to account to Grantors for what it may actually collect or receive thereon.

4.19. **Certain Proceeds.** Notwithstanding any contrary provision herein, any and all Proceeds of any Collateral consisting of cash, checks and other non-cash items shall be part of the Collateral hereunder, if received by any Grantor, shall be delivered to Secured Party (accompanied by proper instruments of assignment and/or stock and/or bond powers executed by such Grantor) for deposit in Grantor's operating account maintained with Secured Party or other deposit account as permitted in **Section 4.10** hereunder (or such other account maintained with Secured Party if so required by Secured Party) or to be otherwise held by Secured Party subject to the terms of this Security Agreement.

4.20. **Further Assurances.** At any time and from time to time, upon the request of Secured Party but subject to the terms hereof and the other Loan Documents, and at the sole reasonable expense of Grantors, each Grantor shall promptly execute and deliver all such further Instruments and Documents and take such further actions as Secured Party may deem reasonably necessary or desirable (a) to assure Secured Party that its security interests hereunder are perfected with a first priority Lien and (b) to carry out the provisions and purposes of this Security Agreement, including (i) the filing of such financing statements as Secured Party may require, (ii) executing control agreements with respect to the Collateral, in each case naming Secured Party, as secured party, in form and substance reasonably satisfactory to Secured Party, (iii) furnishing to Secured Party from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as Secured Party may reasonably request, all in reasonable detail, (iv) the deposit of all certificates of title issuable with respect to any of the Collateral and noting thereon the security interest hereunder, and (v) taking all actions required by law in any relevant UCC, or by other law as applicable in any foreign jurisdiction.

4.21. **Additional Grantors.** Upon the execution and delivery by any person of a security agreement supplement in form and substance reasonably satisfactory to Secured Party (each a "**Security Agreement Supplement**"), (a) such person shall be and become a Grantor hereunder and each reference in this Security Agreement and the other Loan Documents to "Grantor" shall also mean and be a reference to such person, and (b) the supplemental **Schedules 3.5, 3.6, 3.10, and 3.17** attached to each Security Agreement Supplement shall be incorporated into and become a part of **Schedules 3.5, 3.6, 3.10, and 3.17** respectively, hereto, and Secured Party may attach such supplemental exhibits to such Schedules; each reference to such Schedules means a reference to such Schedules as supplemented pursuant to each Security Agreement Supplement.

## 5. **REMEDIES UPON EVENT OF DEFAULT**

5.1. **Remedies.** On and after the occurrence and during the continuation of an Event of Default under the Credit Agreement or any other Loan Document, Secured Party may exercise any or all of the following rights and remedies:

(a) **Contractual Remedies.** Those rights and remedies provided in this Security Agreement, the Credit Agreement, or any other Loan Document, *provided that* this **Section 5.1(a)** shall not limit any rights or remedies available to Secured Party pursuant to the terms hereof prior to the occurrence of an Event of Default.

(b) **Legal Remedies.** Those rights and remedies available to a secured party under the UCC (whether or not the UCC applies to the affected Collateral) or under any other applicable law (including any law governing the exercise of a bank's right of setoff or bankers' lien) when a debtor is in default under a security agreement.

(c) **Disposition of Collateral.** Without notice except as specifically provided in *Section 5.2(c)* or elsewhere herein, sell, lease, assign, grant an option or options to purchase or otherwise dispose of the Collateral or any part thereof in one or more parcels at public or private sale, for cash, on credit or for future delivery, and upon such other terms as Secured Party may deem commercially reasonable. Neither Secured Party's compliance with any applicable state or federal law in the conduct of such sale, nor its disclaimer of any warranties relating to the Collateral, shall be considered to affect the commercial reasonableness of such sale. Each Grantor hereby waives (to the extent permitted by applicable law) all rights of redemption, stay and/or appraisal which it now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted.

(d) **Distributions.** Secured Party shall have the right, at any time after the occurrence and during the continuation of an Event of Default, to notify and direct any issuer to thereafter make all payments, dividends, and any other distributions payable in respect thereof directly to Secured Party. Such issuer shall be fully protected in relying on the written statement of Secured Party that it then holds a security interest which entitles it to receive such payments and distributions. Any and all Money and other property paid over to or received by Secured Party hereunder shall be retained by Secured Party as additional collateral hereunder and may be applied in accordance with *Section 5.10* hereof.

(e) **Use of Premises.** To the extent permitted by the terms of such real property lease, Secured Party shall be entitled to occupy and use any premises owned or leased by any Grantor where any of the Collateral or any records relating to the Collateral are located until the Secured Obligations are paid or the Collateral is removed therefrom, whichever first occurs, without any obligation to pay such Grantor for such use and occupancy.

5.2. **Grantors' Obligations Upon Event of Default.** Upon the request of Secured Party on and after the occurrence and during the continuation of an Event of Default, each Grantor will:

(a) **Assembly of Collateral.** Assemble and make available to Secured Party the Collateral and all records relating thereto at any place or places specified by Secured Party.

(b) **Secured Party Access.** Permit Secured Party, by Secured Party's representatives and agents, to enter any premises where all or any part of the Collateral, or the books and records relating thereto, or both, are located, to take possession of all or any part of the Collateral and to remove all or any part of the Collateral.

(c) **Notice of Disposition of Collateral.** Each Grantor hereby waives notice of the time and place of any public sale or the time after which any private sale or other disposition of all or any part of the Collateral may be made. To the extent such notice may not be waived under applicable law, any notice made shall be deemed reasonable if sent to any Grantor, addressed as set forth in **Section 6.6**, at least ten (10) days prior to (i) the date of any such public sale or (ii) the time after which any such private sale or other disposition may be made. Secured Party shall not be obligated to make any sale or other disposition of the Collateral regardless of notice having been given. Subject to the provisions of applicable law, Secured Party may postpone or cause the postponement of the sale of all or any portion of the Collateral by announcement at the time and place of such sale, and such sale may, without further notice, to the extent permitted by law, be made at the time and place to which the sale was postponed, or Secured Party may further postpone such sale by announcement made at such time and place.

5.3. **Condition of Collateral; Warranties.** Secured Party has no obligation to clean-up or otherwise prepare the Collateral for sale. Secured Party may sell the Collateral without giving any warranties as to the Collateral. Secured Party may specifically disclaim any warranties of title or the like. This procedure will not be considered adversely to affect the commercial reasonableness of any sale of the Collateral.

5.4. **Collection of Receivables.** On and after the occurrence and during the continuation of an Event of Default, Secured Party may at any time in its sole discretion, by giving Grantors written notice, elect to require that the Receivables be paid directly to Secured Party. In such event, each Grantor shall, and shall permit Secured Party to, promptly notify the Account Debtors under the Receivables of Secured Party's interest therein and direct such Account Debtors to make payment of all amounts then or thereafter due under the Receivables directly to Secured Party. Upon receipt of any such notice from Secured Party, each Grantor shall thereafter hold in trust for Secured Party, all amounts and Proceeds received by it with respect to the Receivables and immediately and at all times thereafter deliver to Secured Party all such amounts and Proceeds in the same form as so received, whether by cash, check, draft or otherwise, with any necessary endorsements. Secured Party shall hold and apply funds so received as provided by the terms of **Section 5.10**. If after the occurrence and during the continuation of an Event of Default, any Account Debtor fails or refuses to make payment on any Collateral when due, Secured Party is authorized, in its sole discretion, in its own name, to take such action as Secured Party shall deem appropriate for the collection of any amounts owed with respect to Collateral or upon which a delinquency exists. Each Grantor agrees that Secured Party may at any time and from time to time, if an Event of Default has occurred and is continuing, compromise with the obligor on any Receivable, accept in full payment of any Receivable such amount as Secured Party in its reasonable discretion shall determine or abandon any Receivable, and any such action by Secured Party shall be commercially reasonable so long as Secured Party acts in good faith based on information known to it at the time it takes any such action. Regardless of any other provision hereof, however, Secured Party shall never be liable for its failure to collect, or for its failure to exercise diligence in the collection of, any amounts owed with respect to Collateral, nor shall it be under any duty whatsoever to anyone except Grantors to account for funds that it shall actually receive hereunder (absent gross negligence or willful misconduct). Notwithstanding the above, this **Section 5.4** shall not apply to any amount, Receivable or Proceed paid or to be paid by any Governmental Account Debtor.

5.5. **Cash Collateral Account.** On and after the occurrence and during the continuation of an Event of Default, Secured Party shall have, and each Grantor hereby grants to Secured Party, the right and authority to transfer all funds on deposit in the Deposit Accounts, except any Excluded Deposit Account, to a “*Cash Collateral Account*” (herein so called) maintained with a depository institution acceptable to Secured Party and subject to the exclusive direction, domain, and Control of Secured Party, and no disbursements or withdrawals shall be permitted to be made by any Grantor from such Cash Collateral Account. Such Cash Collateral Account shall be subject to the security interest in favor of Secured Party herein created, and each Grantor hereby grants a security interest to Secured Party in and to, such Cash Collateral Account and all checks, drafts, and other items ever received by any Grantor for deposit therein. Furthermore, if an Event of Default has occurred, Secured Party shall have the right, at any time in its discretion without notice to any Grantor, (a) to transfer to or to register in the name of Secured Party or nominee any certificates of deposit or deposit instruments constituting Deposit Accounts, except Excluded Deposit Accounts, and shall have the right to exchange such certificates or Instruments representing Deposit Accounts, except Excluded Deposit Accounts, for certificates or Instruments of smaller or larger denominations and (b) to take and apply against the Obligations any and all funds then or thereafter on deposit in the Cash Collateral Account or otherwise constituting Deposit Accounts, except Excluded Deposit Accounts.

5.6. **Intellectual Property.** For purposes of enabling Secured Party to exercise its rights and remedies under this Security Agreement and enabling Secured Party and its successors and assigns to enjoy the full benefits of the Collateral, each Grantor hereby grants to Secured Party an irrevocable, nonexclusive license (exercisable without payment of royalty or other compensation to any Grantor) to use, license, or sublicense any of the Intellectual Property. Each Grantor shall provide Secured Party with reasonable access to all media in which any of the Intellectual Property may be recorded or stored and all computer programs used for the completion or printout thereof. This license shall also inure to the benefit of all permitted successors, assigns, and transferees of Secured Party. On and after the occurrence and during the continuation of an Event of Default, Secured Party may require that Grantors assign all of their right, title, and interest in and to the Intellectual Property or any part thereof to Secured Party or such other person as Secured Party may designate pursuant to Documents satisfactory to Secured Party. If no Event of Default has occurred, Grantors shall have the exclusive, non-transferable right and license to use the Intellectual Property and the exclusive right to grant to other persons licenses and sublicenses with respect to the Intellectual Property for full and fair consideration.

5.7. **Record Ownership of Securities.** On and after the occurrence and during the continuation of an Event of Default, Secured Party at any time may have any Collateral that is Pledged Equity Interests and that is in the possession of Secured Party, or its nominee or nominees, registered in its name, or in the name of its nominee or nominees, as Secured Party; and, as to any Collateral that is Pledged Equity Interests so registered, Secured Party shall execute and deliver (or cause to be executed and delivered) to the applicable Grantor all such proxies, powers of attorney, dividend coupons or orders, and other Documents as such Grantor may reasonably request for the purpose of enabling such Grantor to exercise the voting rights and powers which it is entitled to exercise under this Security Agreement or to receive the dividends and other distributions and payments in respect of such Collateral that is Pledged Equity Interests or Proceeds thereof which it is authorized to receive and retain under this Security Agreement.

5.8. **Investment Related Property.** Each Grantor recognizes that, by reason of certain prohibitions contained in the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder (collectively, the “*Securities Act*”) and applicable state securities laws, Secured Party may be compelled, with respect to any sale of all or any part of the Investment Related Property conducted without prior registration or qualification of such Investment Related Property under the Securities Act and/or such state securities laws, to limit purchasers to those who will agree, among other things, to acquire the Investment Related Property for their own account, for investment and not with a view to the distribution or resale thereof. Each Grantor acknowledges that any such private sale may be at prices and on terms less favorable than those obtainable through a public sale without such restrictions (including a public offering made pursuant to a registration statement under the Securities Act) and, notwithstanding such circumstances, each Grantor agrees that any such private sale shall be deemed to have been made in a commercially reasonable manner and that Secured Party shall have no obligation to engage in public sales and no obligation to delay the sale of any Investment Related Property for the period of time necessary to permit the issuer thereof to register it for a form of public sale requiring registration under the Securities Act or under applicable state securities laws, even if such issuer would, or should, agree to so register it. If Secured Party determines to exercise its right to sell any or all of the Investment Related Property, upon written request, each Grantor shall and shall cause each issuer of any Pledged Stock to be sold hereunder, each partnership and each limited liability company from time to time to furnish to Secured Party all such information as Secured Party may request in order to determine the number and nature of interest, shares or other Instruments included in the Investment Related Property which may be sold by Secured Party in exempt transactions under the Securities Act and the rules and regulations of the Securities and Exchange Commission thereunder. In case of any sale of all or any part of the Investment Related Property on credit or for future delivery, such Collateral so sold may be retained by Secured Party until the selling price is paid by the purchaser thereof, but Secured Party shall not incur any liability in case of the failure of such purchaser to take up and pay for such assets so sold and in case of any such failure, such Collateral may again be sold upon like notice. Secured Party, instead of exercising the power of sale herein conferred upon them, may proceed by a suit or suits at law or in equity to foreclose security interests created hereunder and sell such Investment Related Property, or any portion thereof, under a judgment or decree of a court or courts of competent jurisdiction.

5.9. **[Reserved]**

5.10. **Application of Proceeds.** On and after the occurrence and during the continuation of an Event of Default, the Proceeds of the Collateral shall be applied by Secured Party to payment of the Secured Obligations in accordance with *Section 2.8* of the Credit Agreement.

5.11. **Power of Attorney.** Each Grantor hereby appoints Secured Party and Secured Party’s designee as its attorney, with power: (a) on and after the occurrence and during the continuation of an Event of Default, to endorse such Grantor’s name on any checks, notes, acceptances, money orders, or other forms of payment or security that come into Secured Party’s possession, except for such checks, notes, acceptances, money orders or other forms of payment or security from any Government Authority or Government Medical Reimbursement Program; (b) to sign such Grantor’s name on any invoice, bill of lading, warehouse receipt, or other

negotiable or non-negotiable Document constituting Collateral, on drafts against customers, on assignments of Accounts, on notices of assignment, financing statements, and other public records, and to file any such financing statements by electronic means with or without a signature as authorized or required by applicable law or filing procedure; (c) so long as an Event of Default has occurred and is continuing, to notify the post office authorities to change the address for delivery of any Grantor's mail to an address designated by Secured Party and to receive, open, and dispose of all mail addressed to any Grantor; (d) so long as an Event of Default has occurred and is continuing, to send requests for verification of Accounts to customers or Account Debtors; (e) so long as an Event of Default has occurred and is continuing, to complete in any Grantor's name or Secured Party's name, any order, sale, or transaction, obtain the necessary Documents in connection therewith, and collect the Proceeds thereof; (f) to clear Inventory through customs in any Grantor's name, Secured Party's name, or the name of Secured Party's designee, and to sign and deliver to customs officials powers of attorney in any Grantor's name for such purpose; (g) to the extent that any Grantor's authorization given in **Section 2.3** of this Security Agreement is not sufficient, to file such financing statements with respect to this Security Agreement, with or without such Grantor's signature, as Secured Party may reasonably deem appropriate and to execute in such Grantor's name such financing statements and amendments thereto and continuation statements which may require such Grantor's signature; and (h) so long as an Event of Default has occurred and is continuing, subject to the terms and conditions of this Security Agreement and, if applicable, after Secured Party has determined that any Grantor has failed to take any action required under the Credit Agreement, this Security Agreement or any other Loan Documents, to do all things reasonably necessary to carry out the terms and conditions of the Credit Agreement and this Security Agreement. Each Grantor ratifies and approves all acts of such attorney. None of the Lenders or Secured Party nor their attorneys will be liable for any acts or omissions or for any error of judgment or mistake of fact or law except for their willful misconduct, gross negligence, or violation of law as determined by a court of competent jurisdiction in final and nonappealable judgment. This power, being coupled with an interest, is irrevocable until this Security Agreement is terminated in accordance with **Section 6.8**.

## 6. GENERAL PROVISIONS

### 6.1. Reserved.

6.2. **Dispositions Not Authorized.** No Grantor is authorized to sell or otherwise dispose of the Collateral except as set forth in **Section 4.2(e)** and notwithstanding any course of dealing between any Grantor and Secured Party or other conduct of Secured Party, no authorization to sell or otherwise dispose of the Collateral (except as set forth in **Section 4.2(e)**) shall be binding upon Secured Party unless such authorization is in writing signed by Secured Party.

6.3. **Waivers.** Except to the extent expressly otherwise provided herein or in other Loan Documents and to the fullest extent permitted by applicable law, each Grantor waives (a) any right to require Secured Party to proceed against any other Person, to exhaust its rights in Collateral, or to pursue any other right which Secured Party or any Lender may have; (b) with respect to the Secured Obligations, presentment and demand for payment, protest, notice of



protest and nonpayment, notice of intent to accelerate, and notice of acceleration; and (c) all rights of marshaling in respect of any and all of the Collateral.

6.4. **Benefit of Agreement.** The terms and provisions of this Security Agreement shall be binding upon and inure to the benefit of Grantors, Secured Party and their respective permitted successors and assigns, except that no Grantor shall have the right to assign its rights or delegate its Obligations under this Security Agreement or any interest herein, without the prior written consent of Secured Party.

6.5. **Survival.** All representations and warranties of each Grantor contained in this Security Agreement shall survive the execution and delivery of this Security Agreement.

6.6. **Sending Notices.**

(a) Except in the case of notices and other communications expressly permitted to be given by telephone (and except as provided in **Section 6.6(b)**), all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by facsimile as set forth on Schedule 12.11 of the Credit Agreement. Notices sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received. Notices sent by facsimile shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next business day for the recipient). Notices delivered through electronic communications, to the extent provided in **Section 6.6(b)** shall be effective as provided in **Section 6.6(b)**.

(b) Secured Party or any Grantor may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it; provided that approval of such procedures may be limited to particular notices or communications.

Unless Secured Party otherwise prescribes, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient, at its e-mail address as described in the foregoing clause (i), of notification that such notice or communication is available and identifying the website address therefor; *provided that* for both clauses (i) and (ii) above, if such facsimile, email or other electronic communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next business day for the recipient.

6.7. **Headings.** The title of and section headings in this Security Agreement are for convenience of reference only, and shall not govern the interpretation of any of the terms and provisions of this Security Agreement.

6.8. **Termination.** This Security Agreement shall continue in effect (notwithstanding the fact that from time to time there may be no Secured Obligations outstanding) until (a) the

Credit Agreement has terminated pursuant to its express terms and (b) all of the Secured Obligations have been indefeasibly paid and performed in full (other than contingent obligations for which no claims have been made) and no commitments of Secured Party which would give rise to any Secured Obligations are outstanding.

6.9. **GOVERNING LAW.** THIS SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF TEXAS, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.

6.10. **FINAL AGREEMENT.** THIS AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND 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.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.  
SIGNATURE PAGE TO FOLLOW.**

IN WITNESS WHEREOF, Grantors and Secured Party have executed this Security Agreement as of the date first above written.

**BORROWERS:**

**LASER SPINE INSTITUTE, LLC**

By: 

Name: Ray Monteleone

Title: Secretary

**LSI MANAGEMENT COMPANY, LLC**

By: 

Name: Ray Monteleone

Title: Secretary

**LASER SPINE INSTITUTE CONSULTING  
LLC**

By: 

Name: Ray Monteleone

Title: Secretary

**MEDICAL CARE MANAGEMENT  
SERVICES, LLC**

By: 

Name: Ray Monteleone


Title: Secretary

**GUARANTORS:**


**LSI HOLDCO LLC**

By:   
Name: Ray Monteleone  
Title: Secretary

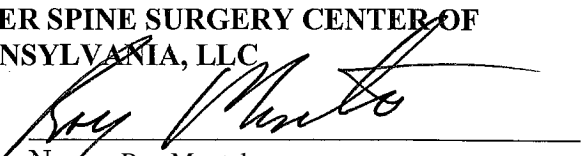
**LASER SPINE SURGICAL CENTER, LLC**

By:   
Name: Ray Monteleone  
Title: Secretary

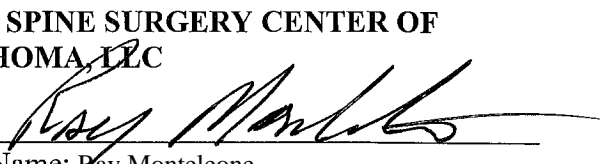
**LASER SPINE SURGERY CENTER OF ARIZONA, LLC**

By:   
Name: Ray Monteleone  
Title: Secretary

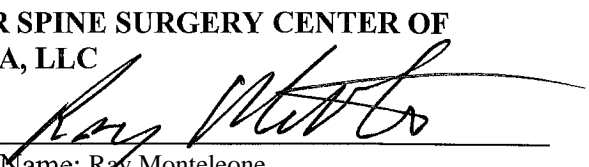
**LASER SPINE SURGERY CENTER OF PENNSYLVANIA, LLC**

By:   
Name: Ray Monteleone  
Title: Secretary


**LASER SPINE SURGERY CENTER OF OKLAHOMA, LLC**

By:   
Name: Ray Monteleone  
Title: Secretary

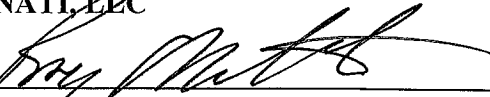
**LASER SPINE SURGERY CENTER OF TAMPA, LLC**

By:   
Name: Ray Monteleone  
Title: Secretary


**LASER SPINE SURGERY CENTER OF  
CLEVELAND, LLC**

By:   
Name: Ray Monteleone  
Title: Secretary


**LASER SPINE SURGERY CENTER OF  
CINCINNATI, LLC**

By:   
Name: Ray Monteleone  
Title: Secretary

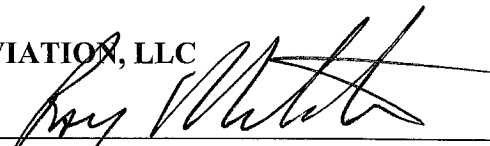
**LASER SPINE SURGERY CENTER OF ST.  
LOUIS, LLC**

By:   
Name: Ray Monteleone  
Title: Secretary

**LASER SPINE SURGERY CENTER OF  
WARWICK, LLC**

By:   
Name: Ray Monteleone  
Title: Secretary

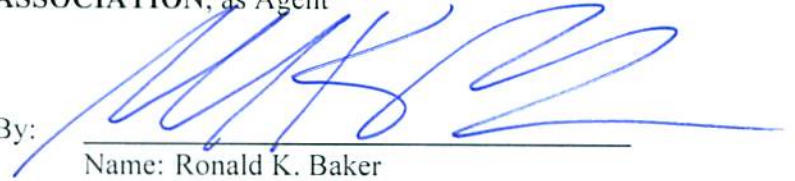
**CLM AVIATION, LLC**

By:   
Name: Ray Monteleone  
Title: Secretary

**SECURED PARTY:**

**TEXAS CAPITAL BANK, NATIONAL  
ASSOCIATION, as Agent**

By:



Name: Ronald K. Baker

Title: Executive Vice President

## SCHEDULE 3.5

### GRANTOR INFORMATION

1. Full Legal Name, Type of Organization, Jurisdiction of Organization, Chief Executive Office / Place of Business (or Residence if Grantor is a Natural Person) and Organizational Identification Number of each Grantor:

Full Legal Name	Type of Organization	Jurisdiction of Organization	Chief Executive Office / Place of Business (or Residence if Grantor is a Natural Person)	Organization I.D.#
LSI Holdco LLC	LLC	DE	3031 N. Rocky Point Drive West, Suite 300 Tampa, FL 33607	37-1709944
LSI Management Company, LLC	LLC	FL	3031 N. Rocky Point Drive West, Suite 300, Tampa, FL 33607	80-0475087
Laser Spine Institute, LLC	LLC	FL	3001 N. Rocky Point Drive E., Suite 380 Tampa, FL 33607	20-1902674
Laser Spine Institute Consulting LLC	LLC	DE	3031 N. Rocky Point Drive West, Suite 300 Tampa, FL 33607	45-2718646
Medical Care Management Services, LLC	LLC	DE	3031 N. Rocky Point Drive West, Suite 300 Tampa, FL 33607	90-0996366
Laser Spine Surgical Center, LLC	LLC	FL	3001 N. Rocky Point Drive E., Suite 380, Tampa FL 33607	68-0599184
Laser Spine Surgery Center of Arizona, LLC	LLC	AZ	8888 E. Raintree Drive, Suite 165 & 170, Scottsdale, AZ 85260	26-2682659
Laser Spine Surgery Center of Pennsylvania, LLC	LLC	PA	676 and 656 Swedesford Road, Wayne, PA 19087	27-0202636
Laser Spine Surgery Center of Oklahoma, LLC	LLC	OK	4727 Gaillardia Parkway, Suite 140, Oklahoma City, OK 73142	45-1448887
Laser Spine Surgery Center of Cincinnati, LLC	LLC	OH	644 Eden Park Drive, Cincinnati, OH 45202	37-1753993

Laser Spine Surgery Center of Cleveland, LLC	LLC	OH	300 Allen Bradley Drive, Mayfield Heights, OH 44124	38-3932809
Laser Spine Surgery Center of St. Louis, LLC	LLC	MO	450 N. New Ballas Road, Creve Coeur, MO 63141	61-1737053
Laser Spine Surgery Center of Tampa, LLC	LLC	FL	3031 N. Rocky Point Drive West, Suite 300 Tampa, FL 33607	38-3945699
Laser Spine Surgery Center of Warwick, LLC	LLC	RI	3031 N. Rocky Point Drive West, Suite 300 Tampa, FL 33607	38-3945895
CLM Aviation, LLC	LLC	FL	3031 N. Rocky Point Drive West, Suite 300 Tampa, FL 33607	90-1018918

List the locations of all of the books and records relating to the Receivables (defined as Accounts, Chattel Paper, Documents, Investment Related Property, Instruments, or Commercial Tort Claims, and any other rights or claims to receive Money which are General Intangibles or which are otherwise included as Collateral, together with all of the applicable Grantor's rights, if any, in all Collateral Support and Supporting Obligations related thereto):

Location of all books and record: 3031 N. Rocky Point Drive West, Suite 300, Tampa, FL 33607

Disclose all instances where such books, records and Collateral are not in a Grantor's possession:  
None.

2. Other Names (including any Trade-Name or Fictitious Business Name) under which each Grantor has conducted business for the past five (5) years:

Full Legal Name	Trade Name or Fictitious Business Name
Laser Spine Institute, LLC	Laser Spine Institute

3. Changes in Name, Jurisdiction of Organization, Chief Executive Office or Sole Place of Business (or Principal Residence if Grantor is a Natural Person) and Corporate Structure within past five (5) years:

Entity	Date	Description	Prior Name	Prior Jurisdiction	Prior Entity or Prior Type of Entity
Laser Spine Institute	9/16/11	Name Change	Advanced Health Care	DE	LLC



Entity	Date	Description	Prior Name	Prior Jurisdiction	Prior Entity or Prior Type of Entity
Consulting LLC			Partners LLC		
Laser Spine Institute Consulting LLC	9/22/11	Name Change	LSI Consulting, LLC	DE	LLC
Medical Care Management Services, LLC	6/14/2013	Name Change	Medical Solutions Management, LLC	DE	LLC
Laser Spine Surgery Center of St. Louis, LLC	6/12/14	Name Change	Laser Spine Surgery Center of Missouri, LLC	MO	LLC
CLM Aviation, LLC	9/10/2013	Correction	CLM Charter, LLC	FL	LLC

4. Financing Statements:

Entity	Jurisdiction
Laser Spine Institute, LLC	Florida Department of State
LSI Management Company, LLC	Florida Department of State
Laser Spine Surgical Center, LLC	Florida Department of State
Laser Spine Surgery Center of Pennsylvania, LLC	Pennsylvania Secretary of the Commonwealth
Laser Spine Surgery Center of Arizona, LLC	Arizona Secretary of State
Laser Spine Surgery Center of Oklahoma, LLC	Oklahoma County Clerk
Laser Spine Institute Consulting LLC	Delaware Department of State
LSI HoldCo LLC	Delaware Department of State
Laser Spine Surgery Center of Cincinnati, LLC	Ohio Secretary of State
Laser Spine Surgery Center of Cleveland, LLC	Ohio Secretary of State
Medical Care Management Services, LLC	Delaware Department of State
Laser Spine Surgery Center of St. Louis, LLC	Missouri Secretary of State
Laser Spine Surgery Center of Tampa, LLC	Florida Department of State
Laser Spine Surgery Center of Warwick, LLC	Rhode Island Secretary of State
CLM Aviation, LLC	Florida Department of State

**SCHEDULE 3.6**

**PROPERTY LOCATIONS**

A. Locations owned by Grantor

Name of Grantor	Location of Equipment, Inventory, and Fixtures
None	

B. Locations leased by Grantor as lessee

Name of Grantor	Location of Equipment, Inventory, and Fixtures
Laser Spine Institute, LLC	3031 N. Rocky Point Drive W., Suites 200, 250, 275, & 300, Tampa, FL 33607
Laser Spine Institute, LLC	3001 N. Rocky Point Drive E., Suites 380, 335, 390, 360, 100, 185, 400, 300, & 340, Tampa FL 33607
Laser Spine Surgery Center of Arizona, LLC	8888 E. Raintree Drive, Suite 165 & 170, Scottsdale, AZ 85260
Laser Spine Institute, LLC	676 and 656 Swedesford Road, Wayne, PA 19087
Laser Spine Institute, LLC	4727 Gaillardia Parkway, Suite 140, Oklahoma City, OK 73142
LSI Management Company, LLC	300 Allen Bradley Drive, Mayfield Heights, OH 44124
LSI Management Company, LLC	450 N. New Ballas Road, Creve Coeur, MO 63141
LSI Management Company, LLC	644 Eden Park Drive, Cincinnati, OH 45202
LSI Management Company, LLC	5332 Avion Park Drive Tampa, FL 33607

C. Locations at which Inventory is held in a public warehouse or is otherwise held by a bailee or on consignment

Name of Grantor	Location of Equipment, Inventory, and Fixtures
None	

D. Collateral that is a Fixture is listed below:

None.

**SCHEDULE 3.10**

**COLLATERAL**

**1. Investment Related Property:**

Pledged Shares

<b>Grantor</b>	<b>Stock Issuer</b>	<b>Class of Stock</b>	<b>Certificated (Y/N)</b>	<b>Stock Certificate No.</b>	<b>Par Value</b>	<b>No. of Pledged Stock</b>	<b>% of Outstanding Stock of the Stock Issuer</b>
None							

Pledged Limited Liability Interests (Limited Liability Companies)

<b>Grantor</b>	<b>Limited Liability Company</b>	<b>Certificated (Y/N)</b>	<b>Certificate No. (if any)</b>	<b>No. of Pledged Units</b>	<b>% of Outstanding LLC Interests of the Limited Liability Company</b>
LSI HoldCo LLC	LSI Management Company, LLC	N	N/A	N/A	100%
LSI HoldCo LLC	Laser Spine Institute Consulting LLC	N	N/A	N/A	100%
LSI HoldCo LLC	Laser Spine Institute, LLC	N	N/A	N/A	100%
LSI HoldCo LLC	Medical Care Management Services, LLC	N	N/A	N/A	100%
Laser Spine Institute Consulting LLC	CLM Aviation, LLC	N	N/A	N/A	66.67%
Laser Spine Institute, LLC	Laser Spine Surgical Center, LLC	N	N/A	N/A	100%
Laser Spine Institute, LLC	Laser Spine Surgery Center of Arizona, LLC	N	N/A	N/A	100%
Laser Spine Institute, LLC	Laser Spine Surgery Center of Pennsylvania, LLC	N	N/A	N/A	100%

Laser Spine Institute, LLC	Laser Spine Surgery Center of Oklahoma, LLC	N	N/A	N/A	100%
Laser Spine Institute, LLC	Laser Spine Surgery Center of Tampa, LLC	N	N/A	N/A	100%
Laser Spine Institute, LLC	Laser Spine Surgery Center of Cleveland, LLC	N	N/A	N/A	100%
Laser Spine Institute, LLC	Laser Spine Surgery Center of Cincinnati, LLC	N	N/A	N/A	100%
Laser Spine Institute, LLC	Laser Spine Surgery Center of St. Louis, LLC	N	N/A	N/A	100%
Laser Spine Institute, LLC	Laser Spine Surgery Center of Warwick, LLC	N	N/A	N/A	100%

All of the Pledged LLC Interests represent interests in issuers that have not opted to be treated as securities under the UCC of any jurisdiction.

#### Securities Accounts

Grantor	Share of Securities Intermediary	Account Number	Account Name
None			

#### Commodity Accounts

Grantor	Name of Commodities Intermediary	Account Number	Account Name
None			

#### 2. Deposit Accounts:

Grantor	Name of Depository Bank	Account Number	Account Name
Laser Spine Institute, LLC	Texas Capital Bank	1511004903	TCB-Lockbox
Laser Spine	Texas Capital Bank	1111065304	TCB-Operating

Institute, LLC			
Medical Care Management Services, LLC	Texas Capital Bank	1511001396	TCB-Lockbox
LSI Management, LLC	Texas Capital Bank	1511001693	TCB-Operating
Laser Spine Surgery Center of Arizona, LLC	Texas Capital Bank	1111065452	TCB-Lockbox
Laser Spine Surgery Center of Cincinnati, LLC	Texas Capital Bank	1511004093	TCB-Lockbox
Laser Spine Surgery Center of Cleveland, LLC	Texas Capital Bank	1511004101	TCB-Lockbox
Laser Spine Surgical Center, LLC	Texas Capital Bank	1111065460	TCB-Lockbox
Laser Spine Surgery Center of Oklahoma, LLC	Texas Capital Bank	1111065478	TCB-Lockbox
Laser Spine Surgery Center of Pennsylvania, LLC	Texas Capital Bank	1111065486	TCB-Lockbox
Laser Spine Surgery Center of St. Louis, LLC	Texas Capital Bank	1511004143	TCB-Lockbox
Medical Care Management Services, LLC	Texas Capital Bank	1511001701	TCB-Operating
Laser Spine Institute, LLC	Jefferson Bank	0011794975	Commercial Money Market
LSI Holdco LLC	Texas Capital Bank	1511001719	TCB-Operating

**3. Collateral Notes:**

<b>Grantor</b>	<b>Issuer</b>	<b>Original Principal Amount</b>	<b>Outstanding Principal Balance</b>	<b>Issue Date</b>	<b>Maturity Date</b>
Laser Spine Institute Consulting LLC	Marodyne Medical, LLC	\$700,000	\$700,000	5/21/2014	Payable on demand
Laser Spine Institute Consulting LLC	Global Aircraft Acquisitions, LLC	\$153,000	\$153,000	6/20/2013	7/19/2013

Reserves have been taken for collection of the Collateral Notes. The Collateral Note issued by Global Aircraft Acquisitions, LLC is subject to litigation described in Section 5 below.

**4. Collateral Note Security:**

The collateral described in the Collateral Notes.

**5. Commercial Tort Claims:**

<b><u>Venue</u></b>	<b><u>Case No.</u></b>	<b><u>Plaintiff(s)</u></b>	<b><u>Defendant(s)</u></b>	<b><u>Nature of Claim(s)</u></b>	<b><u>Status</u></b>
Pinellas County, Florida	14-003403-C1	Laser Spine Institute Consulting LLC	Global Aircraft Acquisitions, LLC	Breach of contract and tort related claims	Complaint filed; discovery phase

**6. Letters of Credit:**

<b>Name of Grantor</b>	<b>Description of Letters of Credit</b>
None	

8. Except as set forth below, no Grantor has acquired any equity interests of another entity or substantially all the assets of another entity within the past five (5) years.

None.

## SCHEDULE 3.17

### INTELLECTUAL PROPERTY PATENTS AND PATENT LICENSES

#### 1. Patents

Case #	Title	Owner	Country	Case Type	Application	Filing Date	Publication #	Publication Date	Patent #	Issue Date	Status
LASERSP 0005-PCT	Formaninoplasty Device	Laser Spine Surgical Center, LLC	Patent Cooperation Treaty	ORD	PCT/US12/20257	5-Jan-12	WO 2012102842	2-Aug-12			Published
LASERSP 0006-PCT	Regeneration of Spinal Discs	Laser Spine Institute, LLC	Patent Cooperation Treaty	ORD	PCT/US2014/014404	3-Feb-14	WO 2014/123803	14-Aug-14			Published
	Regeneration of Spinal Discs	Laser Spine Institute, LLC	Uruguay		35.316	8-Feb-13					Pending
LASERS 0006-US	Regeneration of Spinal Discs	Laser Spine Institute, LLC	United States of America	PRI	13/762,471	3-Feb-13	2014/02272240	14-Aug-14			Published
LASERSP 0006-US1	Regeneration of Spinal Discs (re-file)	Laser Spine Institute, LLC	United States of America		14/699,349	29-Apr-15					Pending

#### 2. Patent Licenses

None.

### TRADEMARKS AND TRADEMARK LICENSES

#### 3. Trademarks

Serial #	Reg #	Word Mark	Owner	Attorney of Records	Register	Status	Live/Dead	Filing Date	Registration Date	Abandoned Date	Office Action Date	Office Action Deadline	Date of Response	NEXT ACTION DATE	Jurisdiction
86674563		Stand Tall	Laser Spine Institute	Scott D. Locke	Principal		Live	6/25/2015							United States
86424853		LSI (Letters)	Laser Spine Institute, LLC AKA Laser Spine Institute or LSI	Scott D. Locke	Principal		Pending	10/15/2014							United States
86358544		"LSI" (old-logo re-file)	Laser Spine Institute, LLC AKA LSI Laser Spine Institute	Carly Todd	Principal		Pending	8/6/2014							United States
77390847	3478447	"Laser Spine Institute"	Laser Spine Institute, LLC DBA Laser Spine Institute LIMITED LIABILITY COMPANY FLORIDA	Carly Todd	Supplemental	Registered	LIVE	2/7/2008	7/29/2008		5/23/2008	11/23/2008	6/23/2008	4/7/2019	United States
86410629		BACKIE	Laser Spine Institute, LLC AKA Laser Spine Institute or LSI LIMITED LIABILITY COMPANY FLORIDA	Scott D. Locke	Principal	Pending	Pending	9/30/2014							United States

86401849	4731409	Give & Grub	LSI Management Company, LLC	Scott D. Locke	Principal	Registered	LIVE	9/22/2014	5/15/2015						5/15/2020	United States
86394395	4703864	"Vertical Lines" Logo	Lasers Spine Institute, LLC. Laser Spine Institute, LSI	Scott D. Locke	Principal	Registered	LIVE	9/15/2014	3/17/2015						3/17/2020	United States
77629125	3643466	LSI (new logo)	Laser Spine Institute, LLC LIMITED LIABILITY COMPANY FLORIDA	Carly Todd	Principal	Registered	LIVE	12/9/2008	6/23/2009		2/12/2009	8/12/2009	2/27/2009	7/29/2018		United States
77457105	3673997	"Take Your Life Back"	Laser Spine Institute, LLC LIMITED LIABILITY COMPANY FLORIDA	Carly Todd	Principal	Registered	LIVE	4/28/2008	8/25/2009		1/22/2009	7/22/2009	7/10/2009	9/25/2019		United States
77750030	3846214	"Total Spine Care"	Laser Spine Institute, LLC LIMITED LIABILITY COMPANY FLORIDA	Carly Todd	Principal	Registered	LIVE	6/2/2009	9/7/2010					9/7/2015		United States
85165194	3977511	RegenaDISC (Name)	Laser Spine Institute, LLC AKA LSI and Laser Spine Institute LIMITED LIABILITY COMPANY FLORIDA	Carly Todd	Principal	Registered	LIVE	10/29/2010	3/29/2011					6/14/2016		United States
85273050	4104490	"Aspen Back and Body"	Laser Spine Institute, LLC DBA Laser Spine Institute LIMITED LIABILITY COMPANY FLORIDA	Carly Todd	Principal	Registered	LIVE	3/22/2011	2/28/2012		5/24/2011	11/24/2011	10/13/2011	2/28/2017		United States
85064233	4155869	"The Leader In Endoscopic Spine Surgery"	Laser Spine Institute, LLC LIMITED LIABILITY COMPANY FLORIDA	Carly Todd	Supplemental	Registered	LIVE	6/16/2010	6/5/2012					6/5/2017		United States
85120996	4195200	"Relief Rock"	Laser Spine Institute, LLC LIMITED LIABILITY COMPANY FLORIDA	Carly Todd	Principal	Registered	LIVE	9/1/2010	8/21/2012		12/22/2010	6/22/2011	2/22/2011	8/21/2017		United States
85572875	4265969	"Minimally Invasive Stabilization"	Laser Spine Institute, LLC LIMITED LIABILITY COMPANY FLORIDA	Carly Todd	Supplemental	Registered	LIVE	3/19/2012	12/25/2012		6/2/2012	12/2/2012	11/1/2012	12/25/2017		United States
85683885	4316307	Re-Registration of "Laser Spine Institute"	Laser Spine Institute, LLC AKA "Laser Spine Institute" or "LSI" LIMITED LIABILITY COMPANY FLORIDA	Carly Todd	Principal	Registered	LIVE	7/23/2012	4/9/2013		11/25/2012	5/25/2013	11/27/2012	4/9/2018		United States
85685547	4316347	Combination Mark (Logo+Name+Leader in Endoscopic Spine Surgery)	Laser Spine Institute, LLC AKA Laser Spine Institute or LSI LIMITED LIABILITY COMPANY FLORIDA	Carly Todd	Principal	Registered	LIVE	7/24/2012	4/9/2013		11/25/2012	5/25/2013	11/27/2012	4/9/2018		United States
85850827	4406738	From you. For a better you.	Laser Spine Institute, LLC AKA "Laser Spine Institute" or "LSI" LIMITED LIABILITY COMPANY FLORIDA	Carly Todd	Principal	Registered	LIVE	2/15/2013	9/24/2013					9/24/2018		United States
85693451	4433611	"Momentum Medical"	Laser Spine Institute, LLC AKA "Laser Spine Institute" or "LSI" LIMITED LIABILITY COMPANY FLORIDA	Carly Todd	Principal	Registered	LIVE	8/2/2012	11/12/2013		2/16/2013	8/26/2013	8/23/2013	11/12/2018		United States
85850837	4421103	RegenaDISC Name + Slogan Combo	Laser Spine Institute, LLC AKA Laser Spine Institute or LSI LIMITED LIABILITY COMPANY FLORIDA	Carly Todd	Principal	Registered	LIVE	2/15/2013	10/22/2013		6/8/2013	12/8/2013	6/11/2013	10/22/2018		United States
85693437	4456039	"Momentum Medical Solutions"	Laser Spine Institute, LLC AKA "Laser Spine Institute" or "LSI" LIMITED LIABILITY COMPANY FLORIDA	Carly Todd	Principal	Registered	LIVE	8/2/2012	12/24/2013		4/16/2013	10/16/2013	10/11/2013	12/24/2018		United States
86090995	4537349	"Go from a life of back pain to a lifetime of living"	Laser Spine Institute, LLC LIMITED LIABILITY COMPANY FLORIDA	Carly Todd	Principal	Registered	LIVE	10/14/2013	5/27/2014					5/27/2019		United States
86365011		"LivMD" (re-file)	Laser Spine Institute, LLC AKA Laser Spine Institute LSI	Carly Todd	Principal		Pending	8/13/2014								United States

**Schedule 3.17 to Security Agreement**



1615159	TMA894, 234	"Laser Spine Institute The Leader In Endoscopic Spine Surgery"	Laser Spine Institute, LLC		Principal	Registered	LIVE	2/21/2013	1/16/2015					1/16/2030	Canada
1618657		RegenaDISC & Design (logo)	Laser Spine Institute, LLC		Principal	Pending		11/26/2013			5/26/2014	5/26/2015	5/22/2015		Canada

#### 4. Domain Names

DomainName	CreateDate	Status	Privacy
ARTHRITISINTHESPINE.COM	3/12/2007	Active	Private
ASPENBACKINSTITUTE.COM	7/9/2006	Active	Public
AVOIDINGBACKPAIN.COM	1/20/2008	Active	Private
BACKINJURYSPOUNTS.COM	7/8/2009	Active	Public
BACKINJURYSPOUNTS.INFO	7/8/2009	Active	Public
BACKINJURYSPOUNTS.NET	7/8/2009	Active	Public
BACKLASERSURGERY.COM	7/8/2009	Active	Public
BACKLASERSURGERY.INFO	7/8/2009	Active	Public
BACKLASERSURGERY.NET	7/8/2009	Active	Public
BACKPAINARIZONA.COM	7/8/2009	Active	Public
BACKPAINCALIFORNIA.COM	7/8/2009	Active	Public
BACKPAINCANADA.NET	7/8/2009	Active	Public
BACKPAINFLORIDA.NET	7/8/2009	Active	Public
BACKPAINGEORGIA.NET	7/8/2009	Active	Public
BACKPAININTERNATIONAL.NET	7/8/2009	Active	Public
BACKPAINPENNSYLVANIA.COM	7/8/2009	Active	Public
BACKPAINPHILADELPHIA.COM	7/8/2009	Active	Public
BACKPAINSURGERY.INFO	7/8/2009	Active	Public
BACKPAINTEXAS.NET	7/8/2009	Active	Public
BACKSPORTSINJURY.INFO	7/8/2009	Active	Public

BACKSPORTSINJURY.NET	7/8/2009	Active	Public
BACKSURGERYALTERNATIVES.INFO	7/8/2009	Active	Public
BACKSURGERYALTERNATIVES.NET	7/8/2009	Active	Public
BACKSURGERYFORUM.COM	3/26/2007	Active	Public
BACKSURGERY-INFO.INFO	7/16/2007	Active	Private
BACKSURGERYRECOVERY.COM	7/8/2009	Active	Public
BACKSURGERYRECOVERY.INFO	7/8/2009	Active	Public
BACKSURGERYRECOVERY.NET	7/8/2009	Active	Public
BACKSURGERYSANANTONIO.COM	7/25/2013	Active	Public
BACKSURGERYSANANTONIO.INFO	7/25/2013	Active	Public
BACKSURGERYSANANTONIO.NET	7/25/2013	Active	Public
BACKSURGERYSANANTONIO.ORG	7/25/2013	Active	Public
BODYLIV.COM	5/23/2012	Active	Public
BONESPURBACK.COM	1/14/2011	Active	Public
BONESPURSINFO.COM	5/29/2007	Active	Private
BULGING-DISC.INFO	4/22/2007	Active	Public
BULGINGDISCBACK.COM	1/14/2011	Active	Public
BULGING-DISC-INFO.COM	10/19/2007	Active	Private
CELLINGTREATMENTCENTERS.COM	2/19/2010	Active	Public
CHRONICBACKPAIN.TREATMENT.INFO	7/8/2009	Active	Public
CLMAVIATION.COM	2/6/2014	Active	Public
CLMAVIATION.INFO	2/7/2014	Active	Public
CLMAVIATION.NET	2/6/2014	Active	Public
CLMAVIATION.ORG	2/7/2014	Active	Public
DEGENERATIVE-DISC.COM	4/22/2007	Active	Public
DEGENERATIVEDISC.INFO	3/12/2007	Active	Private
DEGENERATIVE-DISC.INFO	4/22/2007	Active	Public
DEGENERATIVEDISCBACK.COM	1/14/2011	Active	Public
DISCHERNIATED.COM	6/17/2006	Active	Public
DISC-HERNIATED.COM	6/17/2006	Active	Public

DISKECTOMY.INFO	4/22/2007	Active	Public
FACET-DISEASE.COM	4/22/2007	Active	Public
FACET-DISEASE.INFO	4/22/2007	Active	Public
FACET-DISEASE.NET	1/14/2011	Active	Public
FACETDISEASEFACTS.COM	1/15/2008	Active	Private
FACETTHERMALABLATION.COM	4/22/2007	Active	Public
FACETTHERMALABLATION.INFO	4/22/2007	Active	Public
FAILEDBACKSURGERY.NET	7/8/2009	Active	Public
FAILEDOPENBACKSURGERY.INFO	7/8/2009	Active	Public
FAILEDOPENBACKSURGERY.NET	7/8/2009	Active	Public
FAILEDSPINESURGERY.INFO	7/8/2009	Active	Public
FAILEDSPINESURGERY.NET	7/8/2009	Active	Public
FORAMINAL-STENOSIS.COM	4/22/2007	Active	Public
FORAMINAL-STENOSIS.INFO	4/22/2007	Active	Public
GOODBYBACKPAIN.COM	6/30/2012	Active	Public
GOODBYEBACKPAIN.COM	6/30/2012	Active	Public
HEALTHYSPINEEXERCISES.COM	1/11/2013	Active	Public
HERNIATED-DISC-INFO.COM	1/14/2011	Active	Public
HERNIATEDDISKTREATMENTS.COM	5/29/2007	Active	Private
INFO-ON-BACK-PAIN.COM	2/12/2007	Active	Private
INFO-ON-SCIATICA.INFO	8/22/2007	Active	Private
LAMINOTOMY.INFO	4/22/2007	Active	Public
LASERBACKINSTITUTE.COM	4/14/2008	Active	Private
LASERSCOPIC.COM	7/11/2013	Active	Public
LASERSCOPIC.INFO	7/11/2013	Active	Public
LASERSCOPIC.NET	7/11/2013	Active	Public
LASERSCOPIC.ORG	7/11/2013	Active	Public
LASERSCOPICSPINE.COM	7/11/2013	Active	Public
LASERSCOPICSPINE.INFO	7/11/2013	Active	Public
LASERSCOPICSPINE.NET	7/11/2013	Active	Public

LASERSCOPICSPINE.ORG	7/11/2013	Active	Public
LASERSCOPICSPINEINSTITUTE.COM	7/11/2013	Active	Public
LASERSCOPICSPINEINSTITUTE.INFO	7/11/2013	Active	Public
LASERSCOPICSPINEINSTITUTE.NET	7/11/2013	Active	Public
LASERSCOPICSPINEINSTITUTE.ORG	7/11/2013	Active	Public
LASERSCOPICSPINESURGEON.COM	7/11/2013	Active	Public
LASERSCOPICSPINESURGEON.INFO	7/11/2013	Active	Public
LASERSCOPICSPINESURGEON.NET	7/11/2013	Active	Public
LASERSCOPICSPINESURGEON.ORG	7/11/2013	Active	Public
LASERSCOPICSPINESURGEONS.COM	7/11/2013	Active	Public
LASERSCOPICSPINESURGEONS.INFO	7/11/2013	Active	Public
LASERSCOPICSPINESURGEONS.NET	7/11/2013	Active	Public
LASERSCOPICSPINESURGEONS.ORG	7/11/2013	Active	Public
LASERSCOPICSPINESURGERY.COM	7/11/2013	Active	Public
LASERSCOPICSPINESURGERY.INFO	7/11/2013	Active	Public
LASERSCOPICSPINESURGERY.NET	7/11/2013	Active	Public
LASERSCOPICSPINESURGERY.ORG	7/11/2013	Active	Public
LASERSPINALSURGERY.INFO	7/8/2009	Active	Public
LASERSPINALSURGERY.NET	7/8/2009	Active	Public
LASERSPINE.BIZ	2/8/2008	Active	Public
LASERSPINE.CAREERS	2/21/2014	Active	Public
LASERSPINE.CENTER	2/21/2014	Active	Public
LASERSPINE.COMPANY	2/21/2014	Active	Public
LASERSPINE.EMAIL	2/21/2014	Active	Public
LASERSPINE.INFO	2/8/2008	Active	Public
LASERSPINE.NET	11/15/2011	Active	Private
LASERSPINE.REVIEWS	2/21/2014	Active	Public
LASERSPINE.US	2/8/2008	Active	Public
LASERSPINEATLANTA.COM	9/19/2013	Active	Public
LASERSPINEATLANTA.INFO	9/19/2013	Active	Public

LASERSPINEATLANTA.NET	9/19/2013	Active	Public
LASERSPINEATLANTA.ORG	9/19/2013	Active	Public
LASERSPINEBOSTON.COM	10/31/2013	Active	Public
LASERSPINEBOSTON.INFO	10/31/2013	Active	Public
LASERSPINEBOSTON.NET	10/31/2013	Active	Public
LASERSPINEBOSTON.ORG	10/31/2013	Active	Public
LASERSPINECHICAGO.NET	7/11/2013	Active	Public
LASERSPINECINCINNATI.COM	9/19/2013	Active	Public
LASERSPINECINCINNATI.INFO	9/19/2013	Active	Public
LASERSPINECINCINNATI.NET	9/19/2013	Active	Public
LASERSPINECINCINNATI.ORG	9/19/2013	Active	Public
LASERSPINECLEVELAND.COM	9/19/2013	Active	Public
LASERSPINECLEVELAND.INFO	9/19/2013	Active	Public
LASERSPINECLEVELAND.NET	9/19/2013	Active	Public
LASERSPINECLEVELAND.ORG	9/19/2013	Active	Public
LASERSPINECOMPLAINTS.COM	6/12/2013	Active	Public
LASERSPINECONSULTING.COM	12/8/2011	Active	Public
LASERSPINEDC.COM	9/19/2013	Active	Public
LASERSPINEDC.INFO	9/19/2013	Active	Public
LASERSPINEDC.NET	9/19/2013	Active	Public
LASERSPINEDC.ORG	9/19/2013	Active	Public
LASERSPINEDENVER.COM	9/19/2013	Active	Public
LASERSPINEDENVER.INFO	9/19/2013	Active	Public
LASERSPINEDENVER.NET	9/19/2013	Active	Public
LASERSPINEDENVER.ORG	9/19/2013	Active	Public
LASERSPINEDOCTORS.COM	1/11/2013	Active	Public
LASERSPINEFOUNDATION.COM	8/23/2010	Active	Public
LASERSPINEFOUNDATION.ORG	8/23/2010	Active	Public
LASERSPINEGOLF.COM	11/18/2010	Active	Public
LASERSPINEHEALTHINSTITUTE.ORG	12/16/2013	Active	Public

LASERSPINEINFO.COM	11/13/2009	Active	Public
LASERSPINEINSTITUTE.BIZ	10/19/2006	Active	Public
LASERSPINEINSTITUTE.CAREERS	2/21/2014	Active	Public
LASERSPINEINSTITUTE.CC	10/19/2006	Active	Public
LASERSPINEINSTITUTE.CENTER	2/21/2014	Active	Public
LASER-SPINE-INSTITUTE.CO	12/16/2013	Active	Public
LASERSPINEINSTITUTE.COM	10/19/2006	Active	Public
LASERSPINEINSTITUTE.COMPANY	2/21/2014	Active	Public
LASERSPINEINSTITUTE.INFO	10/19/2006	Active	Public
LASERSPINEINSTITUTE.INSTITUTE	2/21/2014	Active	Public
LASERSPINEINSTITUTE.LA	12/16/2013	Active	Public
LASERSPINEINSTITUTE.ME	12/13/2009	Active	Public
LASERSPINEINSTITUTE.MOBI	10/19/2006	Active	Public
LASERSPINEINSTITUTE.NAME	10/19/2006	Active	Public
LASERSPINEINSTITUTE.NET	6/17/2006	Active	Public
LASERSPINEINSTITUTE.ORG	6/17/2006	Active	Public
LASER-SPINE-INSTITUTE.ORG	12/16/2013	Active	Public
LASERSPINEINSTITUTE.REVIEWS	2/21/2014	Active	Public
LASERSPINEINSTITUTE.TV	10/19/2006	Active	Public
LASERSPINEINSTITUTE.US	10/19/2006	Active	Public
LASERSPINEINSTITUTE.WS	10/19/2006	Active	Public
LASERSPINEINSTITUTEARENA.COM	12/19/2013	Active	Public
LASERSPINEINSTITUTEARENA.INFO	12/19/2013	Active	Public
LASERSPINEINSTITUTEARENA.NET	12/19/2013	Active	Public
LASERSPINEINSTITUTEARENA.ORG	12/19/2013	Active	Public
LASERSPINEINSTITUTEATLANTA.COM	9/19/2013	Active	Public
LASERSPINEINSTITUTEATLANTA.INFO	9/19/2013	Active	Public
LASERSPINEINSTITUTEATLANTA.NET	9/19/2013	Active	Public
LASERSPINEINSTITUTEATLANTA.ORG	9/19/2013	Active	Public
LASERSPINEINSTITUTEBOSTON.COM	10/31/2013	Active	Public

LASERSPINEINSTITUTE BOSTON.INFO	10/31/2013	Active	Public
LASERSPINEINSTITUTE BOSTON.NET	10/31/2013	Active	Public
LASERSPINEINSTITUTE BOSTON.ORG	10/31/2013	Active	Public
LASERSPINEINSTITUTE CENTER.CO	12/16/2013	Active	Public
LASERSPINEINSTITUTE CENTER.COM	12/16/2013	Active	Public
LASER-SPINE-INSTITUTE-CENTER.COM	12/19/2013	Active	Public
LASERSPINEINSTITUTE CENTER.INFO	12/16/2013	Active	Public
LASERSPINEINSTITUTE CENTER.NET	12/16/2013	Active	Public
LASERSPINEINSTITUTE CENTER.ORG	12/16/2013	Active	Public
LASERSPINEINSTITUTE CENTERS.CO	12/16/2013	Active	Public
LASER-SPINE-INSTITUTE-CENTERS.COM	12/16/2013	Active	Public
LASERSPINEINSTITUTE CENTERS.INFO	12/16/2013	Active	Public
LASERSPINEINSTITUTE CENTERS.NET	12/16/2013	Active	Public
LASERSPINEINSTITUTE CENTERS.ORG	12/16/2013	Active	Public
LASERSPINEINSTITUTE CHICAGO.COM	7/11/2013	Active	Public
LASERSPINEINSTITUTE CHICAGO.INFO	7/11/2013	Active	Public
LASERSPINEINSTITUTE CHICAGO.NET	7/11/2013	Active	Public
LASERSPINEINSTITUTE CHICAGO.ORG	7/11/2013	Active	Public
LASERSPINEINSTITUTE CINCINNATI.COM	9/19/2013	Active	Public
LASERSPINEINSTITUTE CINCINNATI.INFO	9/19/2013	Active	Public
LASERSPINEINSTITUTE CINCINNATI.NET	9/19/2013	Active	Public
LASERSPINEINSTITUTE CINCINNATI.ORG	9/19/2013	Active	Public
LASERSPINEINSTITUTE CLASSACTION.COM	12/16/2013	Active	Public
LASERSPINEINSTITUTE CLASSACTION.INFO	12/16/2013	Active	Public
LASERSPINEINSTITUTE CLASSACTION.NET	12/16/2013	Active	Public
LASERSPINEINSTITUTE CLASSACTION.ORG	12/16/2013	Active	Public
LASERSPINEINSTITUTE CLASSACTION LAWSUIT.COM	12/16/2013	Active	Public
LASERSPINEINSTITUTE CLASSACTION LAWSUIT.INFO	12/16/2013	Active	Public
LASERSPINEINSTITUTE CLASSACTION LAWSUIT.NET	12/16/2013	Active	Public
LASERSPINEINSTITUTE CLASSACTION LAWSUIT.ORG	12/16/2013	Active	Public

LASERSPINEINSTITUTELEVELAND.COM	9/19/2013	Active	Public
LASERSPINEINSTITUTELEVELAND.INFO	9/19/2013	Active	Public
LASERSPINEINSTITUTELEVELAND.NET	9/19/2013	Active	Public
LASERSPINEINSTITUTELEVELAND.ORG	9/19/2013	Active	Public
LASERSPINEINSTITUTECOMPLAINT.CO	12/16/2013	Active	Public
LASERSPINEINSTITUTECOMPLAINT.COM	12/16/2013	Active	Public
LASERSPINEINSTITUTECOMPLAINT.INFO	12/16/2013	Active	Public
LASERSPINEINSTITUTECOMPLAINT.NET	12/16/2013	Active	Public
LASERSPINEINSTITUTECOMPLAINT.ORG	12/16/2013	Active	Public
LASERSPINEINSTITUTECOMPLAINTS.CO	12/16/2013	Active	Public
LASERSPINEINSTITUTECOMPLAINTS.COM	3/31/2010	Active	Public
LASER-SPINE-INSTITUTE-COMPLAINTS.COM	12/16/2013	Active	Public
LASERSPINEINSTITUTECOMPLAINTS.INFO	12/16/2013	Active	Public
LASERSPINEINSTITUTECOMPLAINTS.NET	12/16/2013	Active	Public
LASERSPINEINSTITUTECOMPLAINTS.ORG	12/16/2013	Active	Public
LASERSPINEINSTITUTECONSULTING.COM	12/8/2011	Active	Public
LASERSPINEINSTITUTEDALLAS.COM	10/31/2013	Active	Public
LASERSPINEINSTITUTEDALLAS.INFO	10/31/2013	Active	Public
LASERSPINEINSTITUTEDALLAS.NET	10/31/2013	Active	Public
LASERSPINEINSTITUTEDALLAS.ORG	10/31/2013	Active	Public
LASERSPINEINSTITUTEDC.COM	9/19/2013	Active	Public
LASERSPINEINSTITUTEDC.INFO	9/19/2013	Active	Public
LASERSPINEINSTITUTEDC.NET	9/19/2013	Active	Public
LASERSPINEINSTITUTEDC.ORG	9/19/2013	Active	Public
LASERSPINEINSTITUTEDENVER.COM	9/19/2013	Active	Public
LASERSPINEINSTITUTEDENVER.INFO	9/19/2013	Active	Public
LASERSPINEINSTITUTEDENVER.NET	9/19/2013	Active	Public
LASERSPINEINSTITUTEDENVER.ORG	9/19/2013	Active	Public
LASERSPINEINSTITUTEDOCTORS.COM	12/16/2013	Active	Public
LASERSPINEINSTITUTEDOCTORS.INFO	12/16/2013	Active	Public



LASERSPINEINSTITUTEDOCTORS.NET	12/16/2013	Active	Public
LASERSPINEINSTITUTEDOCTORS.ORG	12/16/2013	Active	Public
LASERSPINEINSTITUTEFOUNDATION.ORG	12/16/2013	Active	Public
LASERSPINEINSTITUTEFRAUD.COM	3/31/2010	Active	Public
LASERSPINEINSTITUTEHOUSTON.COM	3/6/2013	Active	Public
LASERSPINEINSTITUTEHOUSTON.INFO	3/6/2013	Active	Public
LASERSPINEINSTITUTEHOUSTON.NET	3/6/2013	Active	Public
LASERSPINEINSTITUTEHOUSTON.ORG	3/6/2013	Active	Public
LASERSPINEINSTITUTEKANSASCITY.COM	10/31/2013	Active	Public
LASERSPINEINSTITUTEKANSASCITY.INFO	10/31/2013	Active	Public
LASERSPINEINSTITUTEKANSASCITY.NET	10/31/2013	Active	Public
LASERSPINEINSTITUTEKANSASCITY.ORG	10/31/2013	Active	Public
LASERSPINEINSTITUTELAWSUIT.CO	12/16/2013	Active	Public
LASERSPINEINSTITUTELAWSUIT.COM	12/16/2013	Active	Public
LASERSPINEINSTITUTELAWSUIT.INFO	12/16/2013	Active	Public
LASERSPINEINSTITUTELAWSUIT.NET	12/16/2013	Active	Public
LASERSPINEINSTITUTELAWSUIT.ORG	12/16/2013	Active	Public
LASERSPINEINSTITUTELAWSUITS.CO	12/16/2013	Active	Public
LASERSPINEINSTITUTELAWSUITS.COM	3/31/2010	Active	Public
LASER-SPINE-INSTITUTE-LAWSUITS.COM	12/16/2013	Active	Public
LASERSPINEINSTITUTELAWSUITS.INFO	12/16/2013	Active	Public
LASERSPINEINSTITUTELAWSUITS.NET	12/16/2013	Active	Public
LASERSPINEINSTITUTELAWSUITS.ORG	12/16/2013	Active	Public
LASERSPINEINSTITUTELOCATIONS.COM	1/11/2013	Active	Public
LASERSPINEINSTITUTEMALPRACTICE.CO	12/16/2013	Active	Public
LASERSPINEINSTITUTEMALPRACTICE.COM	12/16/2013	Active	Public
LASERSPINEINSTITUTEMALPRACTICE.INFO	12/16/2013	Active	Public
LASERSPINEINSTITUTEMALPRACTICE.NET	12/16/2013	Active	Public
LASERSPINEINSTITUTEMALPRACTICE.ORG	12/16/2013	Active	Public
LASERSPINEINSTITUTENASHVILLE.COM	9/19/2013	Active	Public

LASERSPINEINSTITUTENASHVILLE.INFO	9/19/2013	Active	Public
LASERSPINEINSTITUTENASHVILLE.NET	9/19/2013	Active	Public
LASERSPINEINSTITUTENASHVILLE.ORG	9/19/2013	Active	Public
LASERSPINEINSTITUTENEWYORK.COM	10/31/2013	Active	Public
LASERSPINEINSTITUTENEWYORK.INFO	10/31/2013	Active	Public
LASERSPINEINSTITUTENEWYORK.NET	10/31/2013	Active	Public
LASERSPINEINSTITUTENEWYORK.ORG	10/31/2013	Active	Public
LASERSPINEINSTITUTEOHIO.COM	10/12/2010	Active	Private
LASERSPINEINSTITUTEOKLAHOMA.COM	8/23/2010	Active	Private
LASERSPINEINSTITUTEOPERATION.COM	12/16/2013	Active	Public
LASERSPINEINSTITUTEOPERATION.INFO	12/16/2013	Active	Public
LASERSPINEINSTITUTEOPERATION.NET	12/16/2013	Active	Public
LASERSPINEINSTITUTEOPERATION.ORG	12/16/2013	Active	Public
LASERSPINEINSTITUTEOPERATIONS.COM	12/16/2013	Active	Public
LASERSPINEINSTITUTEOPERATIONS.INFO	12/16/2013	Active	Public
LASERSPINEINSTITUTEOPERATIONS.NET	12/16/2013	Active	Public
LASERSPINEINSTITUTEOPERATIONS.ORG	12/16/2013	Active	Public
LASERSPINEINSTITUTEOUTCOME.COM	12/16/2013	Active	Public
LASERSPINEINSTITUTEOUTCOME.INFO	12/16/2013	Active	Public
LASERSPINEINSTITUTEOUTCOME.NET	12/16/2013	Active	Public
LASERSPINEINSTITUTEOUTCOME.ORG	12/16/2013	Active	Public
LASERSPINEINSTITUTEOUTCOMES.COM	12/16/2013	Active	Public
LASERSPINEINSTITUTEOUTCOMES.INFO	12/16/2013	Active	Public
LASERSPINEINSTITUTEOUTCOMES.NET	12/16/2013	Active	Public
LASERSPINEINSTITUTEOUTCOMES.ORG	12/16/2013	Active	Public
LASERSPINEINSTITUTEPROVIDENCE.COM	10/31/2013	Active	Public
LASERSPINEINSTITUTEPROVIDENCE.INFO	10/31/2013	Active	Public
LASERSPINEINSTITUTEPROVIDENCE.NET	10/31/2013	Active	Public
LASERSPINEINSTITUTEPROVIDENCE.ORG	10/31/2013	Active	Public
LASERSPINEINSTITUTERESULTS.COM	12/16/2013	Active	Public

LASERSPINEINSTITUTERESULTS.INFO	12/16/2013	Active	Public
LASERSPINEINSTITUTERESULTS.NET	12/16/2013	Active	Public
LASERSPINEINSTITUTERESULTS.ORG	12/16/2013	Active	Public
LASERSPINEINSTITUTEREVIEWS.COM	3/31/2010	Active	Public
LASERSPINEINSTITUTESANANTONIO.COM	7/25/2013	Active	Public
LASERSPINEINSTITUTESANANTONIO.INFO	7/25/2013	Active	Public
LASERSPINEINSTITUTESANANTONIO.NET	7/25/2013	Active	Public
LASERSPINEINSTITUTESANANTONIO.ORG	7/25/2013	Active	Public
LASERSPINEINSTITUTESCAM.CO	12/16/2013	Active	Public
LASERSPINEINSTITUTESCAM.COM	3/31/2010	Active	Public
LASER-SPINE-INSTITUTE-SCAM.COM	12/16/2013	Active	Public
LASERSPINEINSTITUTESCAM.INFO	12/16/2013	Active	Public
LASERSPINEINSTITUTESCAM.NET	12/16/2013	Active	Public
LASERSPINEINSTITUTESCAM.ORG	12/16/2013	Active	Public
LASERSPINEINSTITUTESCAMS.CO	12/16/2013	Active	Public
LASERSPINEINSTITUTESCAMS.COM	12/16/2013	Active	Public
LASERSPINEINSTITUTESCAMS.INFO	12/16/2013	Active	Public
LASERSPINEINSTITUTESCAMS.NET	12/16/2013	Active	Public
LASERSPINEINSTITUTESCAMS.ORG	12/16/2013	Active	Public
LASERSPINEINSTITUTESEATTLE.COM	10/31/2013	Active	Public
LASERSPINEINSTITUTESEATTLE.INFO	10/31/2013	Active	Public
LASERSPINEINSTITUTESEATTLE.NET	10/31/2013	Active	Public
LASERSPINEINSTITUTESEATTLE.ORG	10/31/2013	Active	Public
LASERSPINEINSTITUTESTADIUM.COM	12/19/2013	Active	Public
LASERSPINEINSTITUTESTADIUM.INFO	12/19/2013	Active	Public
LASERSPINEINSTITUTESTADIUM.NET	12/19/2013	Active	Public
LASERSPINEINSTITUTESTADIUM.ORG	12/19/2013	Active	Public
LASERSPINEINSTITUTESTLOUIS.COM	9/19/2013	Active	Public
LASERSPINEINSTITUTESTLOUIS.INFO	9/19/2013	Active	Public
LASERSPINEINSTITUTESTLOUIS.NET	9/19/2013	Active	Public

LASERSPINEINSTITUTESTLOUIS.ORG	9/19/2013	Active	Public
LASERSPINEINSTITUTESURGEONS.CO	12/16/2013	Active	Public
LASERSPINEINSTITUTESURGEONS.COM	12/16/2013	Active	Public
LASERSPINEINSTITUTESURGEONS.INFO	12/16/2013	Active	Public
LASERSPINEINSTITUTESURGEONS.NET	12/16/2013	Active	Public
LASERSPINEINSTITUTESURGEONS.ORG	12/16/2013	Active	Public
LASERSPINEINSTITUTESURGERY.COM	12/19/2013	Active	Public
LASERSPINEINSTITUTESURGERY.INFO	12/19/2013	Active	Public
LASERSPINEINSTITUTESURGERY.NET	12/19/2013	Active	Public
LASERSPINEINSTITUTESURGERY.ORG	12/19/2013	Active	Public
LASERSPINEINSTITUTETAMPA.COM	6/28/2010	Active	Private
LASERSPINEINSTITUTETREATMENT.COM	12/16/2013	Active	Public
LASERSPINEINSTITUTETREATMENT.INFO	12/16/2013	Active	Public
LASERSPINEINSTITUTETREATMENT.NET	12/16/2013	Active	Public
LASERSPINEINSTITUTETREATMENT.ORG	12/16/2013	Active	Public
LASERSPINEKANSASCITY.COM	10/31/2013	Active	Public
LASERSPINEKANSASCITY.INFO	10/31/2013	Active	Public
LASERSPINEKANSASCITY.NET	10/31/2013	Active	Public
LASERSPINEKANSASCITY.ORG	10/31/2013	Active	Public
LASERSPINELOCATIONS.COM	1/11/2013	Active	Public
LASERSPINEMALPRACTICE.COM	6/12/2013	Active	Public
LASERSPINEMALPRACTICE.INFO	6/12/2013	Active	Public
LASERSPINEMALPRACTICE.NET	6/12/2013	Active	Public
LASERSPINEMALPRACTICE.ORG	6/12/2013	Active	Public
LASERSPINENASHVILLE.COM	9/19/2013	Active	Public
LASERSPINENASHVILLE.INFO	9/19/2013	Active	Public
LASERSPINENASHVILLE.NET	9/19/2013	Active	Public
LASERSPINENASHVILLE.ORG	9/19/2013	Active	Public
LASERSPINENEWSROOM.COM	1/11/2013	Active	Public
LASERSPINENEWYORK.COM	10/31/2013	Active	Public

LASERSPINENEWYORK.INFO	10/31/2013	Active	Public
LASERSPINENEWYORK.NET	10/31/2013	Active	Public
LASERSPINENEWYORK.ORG	10/31/2013	Active	Public
LASERSPINEPAININSTITUTE.BIZ	1/7/2014	Active	Public
LASERSPINEPAININSTITUTE.CO	1/7/2014	Active	Public
LASER-SPINE-PAIN-INSTITUTE.COM	1/7/2014	Active	Public
LASERSPINEPAININSTITUTE.INFO	1/7/2014	Active	Public
LASERSPINEPAININSTITUTE.ME	1/7/2014	Active	Public
LASERSPINEPAININSTITUTE.MOBI	1/7/2014	Active	Public
LASERSPINEPAININSTITUTE.NET	1/7/2014	Active	Public
LASERSPINEPAININSTITUTE.ORG	1/7/2014	Active	Public
LASERSPINEPAININSTITUTE.TV	1/7/2014	Active	Public
LASERSPINEPROVIDENCE.COM	10/31/2013	Active	Public
LASERSPINEPROVIDENCE.INFO	10/31/2013	Active	Public
LASERSPINEPROVIDENCE.NET	10/31/2013	Active	Public
LASERSPINEPROVIDENCE.ORG	10/31/2013	Active	Public
LASERSPINEREVIEWS.COM	6/12/2013	Active	Public
LASERSPINEREVIEWS.INFO	6/12/2013	Active	Public
LASERSPINEREVIEWS.NET	6/12/2013	Active	Public
LASERSPINEREVIEWS.ORG	6/12/2013	Active	Public
LASERSPINESEATTLE.COM	10/31/2013	Active	Public
LASERSPINESEATTLE.INFO	10/31/2013	Active	Public
LASERSPINESEATTLE.NET	10/31/2013	Active	Public
LASERSPINESEATTLE.ORG	10/31/2013	Active	Public
LASERSPINESTLOUIS.COM	9/19/2013	Active	Public
LASERSPINESTLOUIS.INFO	9/19/2013	Active	Public
LASERSPINESTLOUIS.NET	9/19/2013	Active	Public
LASERSPINESTLOUIS.ORG	9/19/2013	Active	Public
LASERSPINESURGERY.INFO	7/8/2009	Active	Public
LASERSPINESURGERY-INFO.COM	2/26/2008	Active	Private

LASERSPINESURGERYREVIEWS.COM	6/12/2013	Active	Public
LASERSPINESURGERYREVIEWS.INFO	6/12/2013	Active	Public
LASERSPINESURGERYREVIEWS.NET	6/12/2013	Active	Public
LASERSPINESURGERYREVIEWS.ORG	6/12/2013	Active	Public
LASERSPINEWELLNESS.COM	2/15/2013	Active	Public
LASERSPINEWELLNESS.INFO	2/15/2013	Active	Public
LASERSPINEWELLNESS.NET	2/15/2013	Active	Public
LASERSPINEWELLNESS.ORG	2/15/2013	Active	Public
LIGHTBEAMSPINEINSTITUTESCAM.CO	12/16/2013	Active	Public
LOWERBACK-PAIN.INFO	7/16/2007	Active	Private
LSIARENA.COM	12/19/2013	Active	Public
LSI-ARENA.COM	12/19/2013	Active	Public
LSIARENA.INFO	12/19/2013	Active	Public
LSI-ARENA.INFO	12/19/2013	Active	Public
LSIARENA.NET	12/19/2013	Active	Public
LSI-ARENA.NET	12/19/2013	Active	Public
LSIARENA.ORG	12/19/2013	Active	Public
LSI-ARENA.ORG	12/19/2013	Active	Public
LSIBRADENTON.COM	7/16/2009	Active	Public
LSICALLCENTER.COM	6/5/2007	Active	Public
LSICALLCENTER.INFO	6/5/2007	Active	Public
LSICAREERS.COM	3/11/2009	Active	Public
LSICINCNATI.COM	5/15/2014	Active	Public
LSICLEVELAND.COM	5/15/2014	Active	Public
LSICONSULTATION.COM	9/22/2009	Active	Private
LSIDOCTORS.COM	1/11/2013	Active	Public
LSIEXPERIENCE.COM	7/20/2009	Active	Public
LSIEXPERIENCE.INFO	7/21/2009	Active	Public
LSIFLAGSTAFF.COM	7/16/2009	Active	Public
LSIHOLDCO.COM	2/6/2014	Active	Public

LSIHOLD.CO.INFO	2/7/2014	Active	Public
LSIHOLD.CO.NET	2/6/2014	Active	Public
LSIHOLD.CO.ORG	2/7/2014	Active	Public
LSI-HOUSTON.COM	12/10/2013	Active	Public
LSIHOUSTON.NET	12/10/2013	Active	Private
LSIHOUSTON.ORG	12/10/2013	Active	Public
LSI-JAX.COM	7/16/2009	Active	Public
LSIKANSASCITY.COM	10/31/2013	Active	Public
LSIKANSASCITY.INFO	10/31/2013	Active	Public
LSIKANSASCITY.NET	10/31/2013	Active	Public
LSIKANSASCITY.ORG	10/31/2013	Active	Public
LSILOCATIONS.COM	1/11/2013	Active	Public
LSIMANAGEMENTCOMPANY.COM	2/6/2014	Active	Public
LSIMANAGEMENTCOMPANY.INFO	2/7/2014	Active	Public
LSIMANAGEMENTCOMPANY.NET	2/6/2014	Active	Public
LSIMANAGEMENTCOMPANY.ORG	2/7/2014	Active	Public
LSIMD.MOBI	3/13/2008	Active	Public
LSIMELBOURNE.COM	7/16/2009	Active	Public
LSIMIAMI.COM	7/16/2009	Active	Public
LSINAPLES.COM	7/16/2009	Active	Public
LSINEWSROOM.COM	1/11/2013	Active	Public
LSINEWSROOM.NET	12/16/2013	Active	Public
LSIOCALA.COM	7/16/2009	Active	Public
LSIOKLAHOMACITY.COM	12/10/2013	Active	Public
LSIOKLAHOMACITY.INFO	12/10/2013	Active	Public
LSIOKLAHOMACITY.NET	12/10/2013	Active	Public
LSIOKLAHOMACITY.ORG	12/10/2013	Active	Public
LSIORLANDO.COM	7/16/2009	Active	Public
LSIPHILADELPHIA.COM	12/15/2008	Active	Public
LSIPHILLY.COM	12/15/2008	Active	Private

LSIPHYSICIANRELATIONS.COM	8/5/2011	Active	Public
LSIPRESCOTT.COM	7/16/2009	Active	Public
LSIPROVIDENCE.COM	10/31/2013	Active	Public
LSIPROVIDENCE.INFO	10/31/2013	Active	Public
LSIPROVIDENCE.NET	10/31/2013	Active	Public
LSIPROVIDENCE.ORG	10/31/2013	Active	Public
LSISARASOTA.COM	7/16/2009	Active	Public
LSISCOTTSDALE.COM	11/26/2008	Active	Private
LSISEATTLE.COM	10/31/2013	Active	Public
LSISEATTLE.INFO	10/31/2013	Active	Public
LSISEATTLE.NET	10/31/2013	Active	Public
LSISEATTLE.ORG	10/31/2013	Active	Public
LSISTADIUM.COM	12/19/2013	Active	Public
LSI-STADIUM.COM	12/19/2013	Active	Public
LSISTADIUM.INFO	12/19/2013	Active	Public
LSI-STADIUM.INFO	12/19/2013	Active	Public
LSISTADIUM.NET	12/19/2013	Active	Public
LSI-STADIUM.NET	12/19/2013	Active	Public
LSISTADIUM.ORG	12/19/2013	Active	Public
LSI-STADIUM.ORG	12/19/2013	Active	Public
LSI-STLOUIS.COM	4/3/2014	Active	Public
LSITAMPA.COM	12/15/2008	Active	Public
LSITUCSON.COM	7/16/2009	Active	Public
LSIVILLAGES.COM	7/16/2009	Active	Private
LSIWESTCOAST.COM	3/26/2009	Active	Private
LSIYUMA.COM	7/16/2009	Active	Public
MEDICALCAREMANAGEMENTSERVICES.COM	2/6/2014	Active	Public
MEDICALCAREMANAGEMENTSERVICES.INFO	2/7/2014	Active	Public
MEDICALCAREMANAGEMENTSERVICES.NET	2/6/2014	Active	Public
MEDICALCAREMANAGEMENTSERVICES.ORG	2/7/2014	Active	Public



MYLASERSPINE.COM	6/12/2013	Active	Public
MYPINALDOCTOR.COM	6/12/2013	Active	Public
MYPINALDOCTORS.COM	6/12/2013	Active	Public
MYPINECONSULT.COM	12/13/2011	Active	Public
NECKBONESPURS.INFO	4/22/2007	Active	Public
NECKSPURSSURGERY.COM	1/31/2008	Active	Private
NERVE-PINCHED.COM	6/20/2006	Active	Public
NERVE-SCIATICA.COM	4/22/2007	Active	Public
NERVE-SCIATICA.INFO	4/22/2007	Active	Public
NORTHAMERICANLASERSCOPICSPINEINSTITUTE.COM	7/11/2013	Active	Public
NORTHAMERICANLASERSCOPICSPINEINSTITUTE.INFO	7/11/2013	Active	Public
NORTHAMERICANLASERSCOPICSPINEINSTITUTE.NET	7/11/2013	Active	Public
NORTHAMERICANLASERSCOPICSPINEINSTITUTE.ORG	7/11/2013	Active	Public
NUTRISPINE.COM	3/8/2011	Active	Public
OPTIMUM360.COM	12/14/2011	Active	Public
ORTHOPEDICSPINALSURGERY.COM	7/8/2009	Active	Public
ORTHOPEDICSPINALSURGERY.INFO	7/8/2009	Active	Public
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PAINFULBACKCONDITIONS.COM	1/15/2008	Active	Private
PERCUTANEOUSARTHROSCOPICDISCECTOMY.COM	4/22/2007	Active	Public
PERCUTANEOUSARTHROSCOPICDISCECTOMY.INFO	4/22/2007	Active	Public
PINCHEDNERVESPINE.COM	1/14/2011	Active	Public
REGENADISC.COM	8/6/2010	Active	Public
REVITAWELL.COM	10/29/2012	Active	Public
RUPTUREDDISCINFO.COM	1/31/2008	Active	Private
SCAR-TISSUE.INFO	4/22/2007	Active	Public
SCAR-TISSUE-FACTS.COM	10/19/2007	Active	Private
SCIATICA-INFO.COM	1/14/2011	Active	Public
SEMINARIODEESPALDA.COM	2/20/2009	Active	Public
SPINAL-ARTHRITIS.NET	1/14/2011	Active	Public

SPINALDECOMPRESSIONINFO.COM	1/31/2008	Active	Private
SPINALDOCTORSSANANTONIO.COM	7/25/2013	Active	Public
SPINALDOCTORSSANANTONIO.INFO	7/25/2013	Active	Public
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SPINALDOCTORSSANANTONIO.ORG	7/25/2013	Active	Public
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SPINAL-FUSION-ALTERNATIVE.INFO	4/22/2007	Active	Public
SPINALINJURYTREATMENT.COM	7/8/2009	Active	Public
SPINALINJURYTREATMENT.INFO	7/8/2009	Active	Public
SPINALINJURYTREATMENT.NET	7/8/2009	Active	Public
SPINALSTENOSIS-INFO.COM	1/14/2011	Active	Public
SPINEARTHRTIS.INFO	4/22/2007	Active	Public
SPINE-EXERCISES.CO	12/16/2013	Active	Public
SPINE-EXERCISES.COM	1/11/2013	Active	Public
SPINE-EXERCISES.INFO	12/16/2013	Active	Public
SPINE-EXERCISES.NET	12/16/2013	Active	Public
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SPINEINSTITUTE.US	7/8/2009	Active	Public
SPINEINSTITUTEATLANTA.COM	9/19/2013	Active	Public
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SPINEMD.BIZ	2/8/2008	Active	Public
SPINEMD.TV	2/7/2008	Active	Public
SPINESEMINAR.COM	10/24/2008	Active	Private
SPINE-SURGEONS.INFO	8/22/2007	Active	Private
SPINESURGEONSSURGERY.COM	11/7/2013	Active	Public
SPINESURGEONSSURGERY.COM	11/7/2013	Active	Public
SPINESURGERY.BIZ	7/8/2009	Active	Public
SPINESURGERYLEADER.COM	7/5/2011	Active	Public
SPINESURGERYSANANTONIO.COM	7/25/2013	Active	Public
SPINESURGERYSANANTONIO.INFO	7/25/2013	Active	Public
SPINESURGERYSANANTONIO.NET	7/25/2013	Active	Public
SPINESURGERYSANANTONIO.ORG	7/25/2013	Active	Public
SPINESURGERYSURGEON.COM	11/7/2013	Active	Public
SPINESURGERYSURGEONS.COM	11/7/2013	Active	Public
SPONDYLOLISTHESISBACK.COM	1/14/2011	Active	Public
STENOSIS-FORAMINAL.COM	1/15/2008	Active	Private
STENOSIS-SPINAL.COM	6/20/2006	Active	Public
STENOSIS-SPINAL.INFO	4/22/2007	Active	Public
SUCCESSFULBACKSURGERY.COM	7/8/2009	Active	Public
SUCCESSFULBACKSURGERY.INFO	7/8/2009	Active	Public
SUCCESSFULSPINESURGERY.COM	7/8/2009	Active	Public
SUCCESSFULSPINESURGERY.INFO	7/8/2009	Active	Public
SUCCESSFULSPINESURGERY.NET	7/8/2009	Active	Public
SUELASERSPINE.COM	6/12/2013	Active	Public
SUELASERSPINE.INFO	6/12/2013	Active	Public
SUELASERSPINE.NET	6/12/2013	Active	Public

SUELASERSPINE.ORG	6/12/2013	Active	Public
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SUELASERSPINEINSTITUTE.INFO	6/12/2013	Active	Public
SUELASERSPINEINSTITUTE.NET	6/12/2013	Active	Public
SUELASERSPINEINSTITUTE.ORG	6/12/2013	Active	Public
SURGERY-LUMBAR.COM	2/26/2008	Active	Private
THESPINALCOLUMNS.COM	5/8/2008	Active	Private
THESPINEFOUNDATION.COM	6/16/2011	Active	Public
THESPINEFOUNDATION.INFO	12/26/2013	Active	Public
THESPINEFOUNDATION.NET	12/26/2013	Active	Public
THESPINEFOUNDATION.ORG	2/14/2011	Active	Public
THESTEMCELLCLINIC.COM	2/5/2013	Active	Public
TOTALBACKBODY.COM	11/10/2010	Active	Public
TOTALSPINECARE.BIZ	6/13/2009	Active	Public
TOTALSPINECARE.INFO	6/13/2009	Active	Public
TOTALSPINECARE.MOBI	6/13/2009	Active	Public
TOTALSPINECARE.ORG	6/13/2009	Active	Public
TOTALSPINECARE.WS	6/13/2009	Active	Public
TOTALSPINEHEALTH.BIZ	1/13/2009	Active	Public
TOTALSPINEHEALTH.COM	1/13/2009	Active	Public
TOTALSPINEHEALTH.INFO	1/13/2009	Active	Public
TOTALSPINEHEALTH.ME	1/13/2009	Active	Public
TOTALSPINEHEALTH.MOBI	1/13/2009	Active	Public
TOTALSPINEHEALTH.NET	1/13/2009	Active	Public
TOTALSPINEHEALTH.ORG	1/13/2009	Active	Public
TOTALSPINEHEALTH.TV	1/13/2009	Active	Public
TOTALSPINEHEALTH.US	1/13/2009	Active	Public
TOTALSPINEHEALTH.WS	1/13/2009	Active	Public
TREATBACKPAIN.NET	7/8/2009	Active	Public
VIBILITY.COM	8/27/2012	Active	Public

## COPYRIGHTS AND COPYRIGHT LICENSES

### 5. Copyrights/Mask Works

Copyrights										
Registration #	Registration Date	Title	Type	Description	Copyright Claimant	Date of Creation	Date of Publication	Nation of Publication	Application Author	Attorney
TX0007720530	8/16/2013	Laser Back Surgery Experts Herniated Disc Spinal Stenosis Treatment	Text	Electronic file (eService)	Laser Spine Institute, LLC	2012	11/6/2012	United States	Laser Spine Institute, LLC, employer for hire; Citizenship: United States. Authorship: text, photograph(s)	Scott D. Locke, Dorf & Nelson LLP
TX0007720531	8/16/2013	Laser Spine Orthopedic Surgery Spinal Back Surgery Experts	Text	Electronic file (eService)	Laser Spine Institute, LLC	2010	11/7/2010	United States	Laser Spine Institute, LLC, employer for hire; Citizenship: United States. Authorship: text, photograph(s)	Scott D. Locke, Dorf & Nelson LLP
TXu001912428	10/24/2014	<a href="http://www.laserspineinstitute.com">www.laserspineinstitute.com</a>	Computer File	CD-ROM + Print Material	Laser Spine Institute, LLC	2014		United States	Laser Spine Institute, LLC, employer for hire; Domicile: United States. Authorship: text, photograph(s), compilation, artwork	Scott D. Locke, Dorf & Nelson LLP

Laser Spine Consulting LLC licenses certain Intellectual Property to 8590354 Canada Inc. pursuant to a License Agreement dated as of December 31, 2014.

# **EXHIBIT 2**

CREDIT AGREEMENT

among

LASER SPINE INSTITUTE, LLC, LSI MANAGEMENT COMPANY, LLC, LASER SPINE  
INSTITUTE CONSULTING, LLC, and MEDICAL CARE MANAGEMENT SERVICES, LLC,  
as Borrowers

THE LENDERS FROM TIME TO TIME PARTY HERETO

and

TEXAS CAPITAL BANK, NATIONAL ASSOCIATION,  
as Administrative Agent, Swing Line Lender and L/C Issuer,

GENERAL ELECTRIC CAPITAL CORPORATION,  
as Syndication Agent

BMO HARRIS BANK N.A.,  
COMPASS BANK, D/B/A BBVA COMPASS,  
REGIONS BANK,  
and  
FLORIDA COMMUNITY BANK, N.A.  
as Co-Documentation Agents

TEXAS CAPITAL BANK, NATIONAL ASSOCIATION  
and GE CAPITAL MARKETS, INC.  
as Joint Lead Arrangers and Joint Book Runners

DATED AS OF JULY 2, 2015

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 DEFINITIONS.....	1
Section 1.1    Definitions.....	1
Section 1.2    Accounting Matters.....	25
Section 1.3    ERISA Matters.....	25
Section 1.4    Letter of Credit Amounts.....	25
Section 1.5    Other Definitional Provisions.....	25
Section 1.6    Interpretative Provision.....	26
Section 1.7    Times of Day.....	26
Section 1.8    Other Loan Documents.....	26
Section 1.9    Schedules.....	26
ARTICLE 2 THE COMMITMENTS AND CREDIT EXTENSIONS.....	27
Section 2.1    The Loans.....	27
Section 2.2    Letters of Credit.....	28
Section 2.3    Swing Line Loans.....	36
Section 2.4    Fees.....	39
Section 2.5    Payments Generally; Administrative Agent’s Clawback.....	40
Section 2.6    Evidence of Debt.....	41
Section 2.7    Cash Collateral.....	42
Section 2.8    Interest; Payment Terms.....	43
Section 2.9    Voluntary Termination or Reduction of Revolving Credit Commitments; Prepayments.....	45
Section 2.10   Uncommitted Increase in Term Loan Commitments.....	47
ARTICLE 3 TAXES, YIELD PROTECTION AND INDEMNITY.....	48
Section 3.1    Increased Costs.....	48
Section 3.2    Illegality.....	49
Section 3.3    Inability to Determine Rates.....	50
Section 3.4    Taxes.....	50
Section 3.5    Compensation for Losses.....	54
Section 3.6    Mitigation of Obligations; Replacement of Lenders.....	54
Section 3.7    Survival.....	55
ARTICLE 4 SECURITY.....	56
Section 4.1    Collateral.....	56
Section 4.2    Setoff.....	56
ARTICLE 5 CONDITIONS PRECEDENT.....	56
Section 5.1    Initial Extension of Credit.....	56
Section 5.2    All Extensions of Credit.....	58
ARTICLE 6 REPRESENTATIONS AND WARRANTIES.....	59
Section 6.1    Entity Existence.....	59
Section 6.2    Financial Statements; Etc.....	59



Section 6.3	Action; No Breach .....	60
Section 6.4	Operation of Business .....	60
Section 6.5	Litigation and Judgments.....	60
Section 6.6	Rights in Properties; Liens.....	60
Section 6.7	Enforceability.....	60
Section 6.8	Approvals.....	61
Section 6.9	Taxes.....	61
Section 6.10	Use of Proceeds; Margin Securities.....	61
Section 6.11	ERISA.....	61
Section 6.12	Disclosure .....	61
Section 6.13	Subsidiaries.....	62
Section 6.14	Agreements .....	62
Section 6.15	Compliance with Laws .....	62
Section 6.16	Inventory.....	63
Section 6.17	Regulated Entities.....	63
Section 6.18	Environmental Matters.....	63
Section 6.19	Intellectual Property.....	64
Section 6.20	Foreign Assets Control Regulations and Anti-Money Laundering .....	64
Section 6.21	Patriot Act.....	65
Section 6.22	Insurance.....	65
Section 6.23	Solvency.....	65
Section 6.24	Security Documents.....	65
Section 6.25	Businesses.....	65
Section 6.26	Labor Matters.....	65
Section 6.27	Fraud and Abuse.....	65
Section 6.28	Licensing and Accreditation .....	65
Section 6.29	Reimbursement from Medical Reimbursement Programs.....	66
Section 6.30	Medicare Notices and Filings Related to Health Care Business.....	66
ARTICLE 7 AFFIRMATIVE COVENANTS.....		67
Section 7.1	Reporting Requirements .....	67
Section 7.2	Maintenance of Existence; Conduct of Business.....	69
Section 7.3	Maintenance of Properties .....	70
Section 7.4	Taxes and Claims.....	70
Section 7.5	Insurance.....	70
Section 7.6	Inspection Rights .....	71
Section 7.7	Keeping Books and Records.....	71
Section 7.8	Compliance with Laws .....	71
Section 7.9	Compliance with Agreements.....	72
Section 7.10	Further Assurances; Post Closing .....	72
Section 7.11	ERISA.....	72
Section 7.12	Depository Relationship; Cash Reserve Account.....	72
Section 7.13	Additional Guarantors.....	72
ARTICLE 8 NEGATIVE COVENANTS .....		73
Section 8.1	Debt.....	73
Section 8.2	Limitation on Liens.....	74

Section 8.3	Mergers, Etc .....	75
Section 8.4	Restricted Payments.....	75
Section 8.5	Loans and Investments.....	76
Section 8.6	Limitation on Issuance of Equity .....	76
Section 8.7	Transactions With Affiliates .....	77
Section 8.8	Disposition of Assets .....	77
Section 8.9	Sale and Leaseback.....	77
Section 8.10	Prepayment of Debt .....	77
Section 8.11	Nature of Business .....	77
Section 8.12	Environmental Protection .....	77
Section 8.13	Accounting .....	77
Section 8.14	Burdensome Agreements .....	78
Section 8.15	Subsidiaries .....	78
Section 8.16	Amendments of Constituent Documents .....	78
Section 8.17	Hedge Agreements.....	78
Section 8.18	OFAC.....	78
Section 8.19	Holding Company.....	78
ARTICLE 9 FINANCIAL COVENANTS .....		79
Section 9.1	Leverage Ratio .....	79
Section 9.4	Debt Service Coverage Ratio.....	79
Section 9.8	Capital Expenditures .....	79
ARTICLE 10 DEFAULT .....		79
Section 10.1	Events of Default .....	79
Section 10.2	Remedies Upon Default.....	82
Section 10.3	Application of Funds.....	82
Section 10.4	Performance by Administrative Agent .....	83
ARTICLE 11 AGENCY .....		83
Section 11.1	Appointment and Authority .....	83
Section 11.2	Rights as a Lender.....	84
Section 11.3	Exculpatory Provisions .....	84
Section 11.4	Reliance by Administrative Agent.....	85
Section 11.5	Delegation of Duties .....	85
Section 11.6	Resignation of Administrative Agent .....	86
Section 11.7	Non-Reliance on Administrative Agent and Other Lenders.....	87
Section 11.8	Administrative Agent May File Proofs of Claim.....	87
Section 11.9	Collateral and Guaranty Matters .....	88
Section 11.10	Bank Product Agreements .....	89
ARTICLE 12 MISCELLANEOUS .....		89
Section 12.1	Expenses .....	89
Section 12.2	INDEMNIFICATION.....	90
Section 12.3	Limitation of Liability.....	91
Section 12.4	No Duty.....	91
Section 12.5	Lenders Not Fiduciary .....	91

Section 12.6	Equitable Relief .....	91
Section 12.7	No Waiver; Cumulative Remedies .....	92
Section 12.8	Successors and Assigns.....	92
Section 12.9	Survival.....	96
Section 12.10	Amendment.....	96
Section 12.11	Notices .....	97
Section 12.12	Governing Law; Venue; Service of Process .....	98
Section 12.13	Counterparts.....	99
Section 12.14	Severability .....	99
Section 12.15	Headings .....	99
Section 12.16	Construction.....	99
Section 12.17	Independence of Covenants .....	99
Section 12.18	WAIVER OF JURY TRIAL.....	100
Section 12.19	Additional Interest Provision .....	100
Section 12.20	Ceiling Election .....	101
Section 12.21	USA Patriot Act Notice .....	101
Section 12.22	Defaulting Lenders.....	101
Section 12.23	Sharing of Payments by Lenders .....	103
Section 12.24	Payments Set Aside.....	104
Section 12.25	Confidentiality .....	104
Section 12.26	Electronic Execution of Assignments and Certain Other Documents .....	105
Section 12.27	Independence of Covenants .....	105
Section 12.28	NOTICE OF FINAL AGREEMENT .....	105

## INDEX TO SCHEDULES

<u>Schedule</u>	<u>Description of Schedule</u>	<u>Section</u>
2.1	Commitments and Applicable Percentages	2.1
2.2	Existing Letters of Credit	2.2
6.5	Litigation and Judgments	6.5
6.6(b)	Leased Real Property (Lessee)	6.6
6.8	Approvals	6.8
6.13	Subsidiaries, Ventures, Etc.	6.13
6.19	Intellectual Property	6.19
6.28	Licensing and Accreditation	6.28
6.30	Medicare Notices and Filings Related to Healthcare Matters	6.30
7.10	Post Closing	
8.1	Existing Debt	8.1
8.2	Existing Liens	8.2
8.5	Existing Investments	8.5
8.7	Transactions with Affiliates	8.7
12.11	Notices	12.11

## INDEX TO EXHIBITS

<u>Exhibit</u>	<u>Description of Exhibit</u>	<u>Section</u>
A	Assignment and Assumption	1.1
B	Reserved	
C	Compliance Certificate	1.1
D	Revolving Credit Borrowing Request	1.1
E	Revolving Credit Note	1.1
F	Swing Line Loan Request	1.1
G	Term Loan Borrowing Request	1.1
H	Term Loan Note	1.1
I	Tax Forms	3.4(g)

## CREDIT AGREEMENT

THIS CREDIT AGREEMENT (this “*Agreement*”), dated as of July 2, 2015, is among Laser Spine Institute, LLC, a Florida limited liability company (“LSI”), LSI Management Company, LLC, a Florida limited liability company (“LSI Management”), Laser Spine Institute Consulting, LLC, a Delaware limited liability company (“LSI Consulting”) and Medical Care Management Services, LLC, a Delaware limited liability company (“MCMS”) (each, a “*Borrower*”), the lenders from time to time party hereto (collectively, “*Lenders*” and individually, a “*Lender*”), and TEXAS CAPITAL BANK, NATIONAL ASSOCIATION, a national banking association, as Administrative Agent, Swing Line Lender and L/C Issuer.

### RECITALS

Borrowers have requested that Lenders extend credit to Borrowers as described in this Agreement. Lenders are willing to make such credit available to Borrowers upon and subject to the provisions, terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto agree as follows:

## ARTICLE 1

### DEFINITIONS

Section 1.1 **Definitions.** As used in this Agreement, all exhibits, appendices and schedules hereto and in any note, certificate, report or other Loan Documents made or delivered pursuant to this Agreement, the following terms will have the meanings given such terms in this *Article 1* or in the provision, section or recital referred to below:

“*Account*” means an account, as defined in the UCC.

“*Acquisition*” means the acquisition by any Person of (a) a majority of the equity interests of another Person, (b) all or substantially all of the assets of another Person or (c) all or substantially all of a business unit or line of business of another Person, in each case (i) whether or not involving a merger or consolidation with such other Person (other than a Person that is already a Subsidiary) and (ii) whether in one transaction or a series of related transactions.

“*Acquisition Consideration*” means the consideration given by any Borrower or any of its Subsidiaries for an Acquisition, including but not limited to the sum of (without duplication) (a) the fair market value of any cash, property (excluding equity interests) or services given, plus (b) the amount of any Debt assumed, incurred or guaranteed (to the extent not otherwise included) in connection with such Acquisition by Parent or any of its Subsidiaries.

“*Adjusted LIBOR*” means, with respect to any Portion for any Interest Period or day, as applicable, an interest rate per annum equal to LIBOR for such Interest Period or day multiplied by the Statutory Reserve Rate.

“*Administrative Agent*” means Texas Capital Bank, National Association, in its capacity as administrative agent under any of the Loan Documents, until the appointment of a successor administrative agent pursuant to the terms of this Agreement and, thereafter, shall mean such successor administrative agent.

“**Administrative Questionnaire**” means an Administrative Questionnaire in a form supplied by Administrative Agent.

“**Affiliate**” means, as to any Person, any other Person (a) that directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with, such Person; (b) that directly or indirectly beneficially owns or holds 10% or more of any class of voting stock of such Person; or (c) 10% or more of the voting stock of which is directly or indirectly beneficially owned or held by such Person. The term “**control**” means the possession, directly or indirectly, of the power to direct or cause direction of the management or policies of a Person, whether through the ownership of voting securities, by contract, or otherwise; *provided, however*, in no event shall any Lender be deemed an Affiliate of Parent or any of its Subsidiaries or Affiliates.

“**Agent Parties**” means, collectively, Administrative Agent or any of its Related Parties.

“**Agreement**” has the meaning set forth in the introductory paragraph hereto, and includes all schedules, exhibits and appendices attached or otherwise identified therewith.

“**Applicable Margin**” means the applicable percentages per annum set forth below:

Base Rate Portion	LIBOR Portion and Letter of Credit Fee	Commitment Fee
2.50%	3.50%	0.50%

“**Applicable Percentage**” means (a) in respect of the Term Loan Facility, with respect to any Term Loan Lender at any time, the percentage (carried out to the twelfth decimal place) of the Term Loan Facility represented by such Term Loan Lender’s Term Loan Commitment at such time, and (b) in respect of the Revolving Credit Facility, with respect to any Revolving Credit Lender at any time, the percentage (carried out to the twelfth decimal place) of the Revolving Credit Facility represented by such Revolving Credit Lender’s Revolving Credit Commitment at such time; *provided* that if the Term Loan Commitments or the Revolving Credit Commitments have been terminated pursuant to the terms hereof, then the Applicable Percentage of each Lender with respect to the applicable Facility shall be determined based upon the Applicable Percentage of such Lender immediately prior to such termination and after giving effect to any subsequent assignments made pursuant to the terms hereof.

“**Applicable Rate**” means (a) in the case of a Portion bearing interest based upon the Base Rate, the Base Rate *plus* the Applicable Margin; and (b) in the case of a Portion bearing interest based upon LIBOR, LIBOR *plus* the Applicable Margin.

“**Approved Fund**” means any Fund that is administered or managed by (a) a Lender, (b) an Affiliate of a Lender or (c) an entity or an Affiliate of an entity that administers or manages a Lender.

“**Arrangers**” means Texas Capital Bank and GE Capital Markets, Inc. in their capacity as joint lead arrangers and joint book managers.

“**Assignment and Assumption**” means an assignment and assumption entered into by a Lender and an Eligible Assignee (with the consent of any party whose consent is required by **Section 12.8**), and accepted by Administrative Agent, in substantially the form of *Exhibit A* or any other form approved by Administrative Agent.

**“Auto-Extension Letter of Credit”** means a Letter of Credit that has automatic extension provisions.

**“Average Outstanding Amount Of Revolving Credit Loans”** means the sum of the Outstanding Amount of Revolving Credit Loans as of the last Business Day of the three (3) most recently ended calendar months, divided by three (3).

**“Bank Product Agreements”** means those certain agreements entered into from time to time between any Obligated Party and a Lender or its Affiliate in connection with any of the Bank Products, including without limitation, Hedge Agreements.

**“Bank Product Obligations”** means all obligations, liabilities, contingent reimbursement obligations, fees, and expenses owing by any Obligated Party to any Lender or its Affiliate pursuant to or evidenced by the Bank Product Agreements and irrespective of whether for the payment of money, whether direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, and including all such amounts that an Obligated Party is obligated to reimburse to any Lender or its Affiliate as a result of such Lender or its Affiliate purchasing participations or executing indemnities or reimbursement obligations with respect to the Bank Products provided to any Obligated Party pursuant to the Bank Product Agreements. For the avoidance of doubt, the Bank Product Obligations arising under any Hedge Agreement shall be determined by the Hedge Termination Value thereof.

**“Bank Product Provider”** means any Person that, at the time it enters into a Bank Product Agreement is a Lender or an Affiliate of a Lender, in its capacity as a party to such Bank Product Agreement.

**“Bank Products”** means any service provided to, facility extended to, or transaction entered into with, any Obligated Party by any Lender or its Affiliate consisting of (a) deposit accounts, (b) cash management services, including treasury, depository, return items, overdraft, controlled disbursement, merchant store value cards, e-payables services, electronic funds transfer, interstate depository network, automatic clearing house transfer (including the Automated Clearing House processing of electronic funds transfers through the direct Federal Reserve Fedline system) and other cash management arrangements maintained with any Lender or its Affiliates, (c) debit cards, stored value cards, and credit cards (including commercial credit cards (including so-called “procurement cards” or “P-cards”)) and debit card and credit card processing services or (d) Hedge Agreements.

**“Base Rate”** means, for any day, a rate of interest per annum equal to the highest of (a) the Prime Rate for such day; (b) the sum of the Federal Funds Rate for such day *plus* one half of one percent (0.5%); and (c) Adjusted LIBOR for such day *plus* one percent (1.00%).

**“Base Rate Portion”** means each Portion bearing interest based on the Base Rate.

**“Borrower”** means the Person identified as such in the introductory paragraph hereto, and its successors and assigns to the extent permitted by **Section 12.8**.

**“Borrower Representative”** has the meaning set forth in **Section 1.10**.

**“Borrowing”** means a Revolving Credit Borrowing, a Swing Line Borrowing, or a Term Loan Borrowing, as the context may require.

**“Borrowing Base”** means, as of any date, an amount equal to EBITDA for the twelve consecutive calendar months immediately preceding such date, *times* the Maximum Leverage Ratio then applicable, *less* the Outstanding Amount of the Revolving Loans, Term Loans, Swing Line Loans and L/C Obligations.

**“Borrowing Request”** means a Revolving Credit Borrowing Request or a Term Loan Borrowing Request, as applicable.

**“Business Day”** means (a) for all purposes, a weekday, Monday through Friday, except a legal holiday or a day on which banking institutions in Dallas, Texas are authorized or required by law to be closed, and (b) for purposes of any LIBOR Portion, a day that satisfies the requirements of *clause (a)* and that is a day on which commercial banks in the City of London, England are open for business and dealing in offshore Dollars. Unless otherwise provided, the term “days” when used herein means calendar days.

**“Capital Expenditure”** means, for any period, with respect to any Person, the aggregate of all expenditures by such Person and its Subsidiaries for the acquisition or leasing (pursuant to a Capital Lease) of fixed or capital assets that are required to be capitalized under GAAP on a consolidated balance sheet of such Person and its Subsidiaries, excluding, without duplication, any such expenditures to the extent constituting (a) expenditures of insurance proceeds to acquire or repair any asset, or (b) leasehold improvement expenditures for which any Borrower or a Subsidiary is reimbursed by the lessor sublessor or sublessee.

**“Capitalized Lease Obligation”** means, with respect to any Person, the amount of Debt under a lease of Property by such Person that would be shown as a liability on a balance sheet of such Person prepared for financial reporting purposes in accordance with GAAP, provided, that notwithstanding anything else herein to the contrary and notwithstanding any change in GAAP, no obligation in respect of any lease that is or would be characterized as an operating lease (i.e., and not a capital lease) under GAAP as in effect on the date hereof will be considered a Capitalized Lease Obligation hereunder.

**“Cash Collateralize”** means to pledge and deposit with or deliver to Administrative Agent, for the benefit of one or more of L/C Issuer or Revolving Credit Lenders, as collateral for L/C Obligations or obligations of Revolving Credit Lenders to fund participations in respect of L/C Obligations, cash or deposit account balances or, if Administrative Agent and L/C Issuer shall agree in their sole discretion, other credit support, in each case pursuant to documentation in form and substance reasonably satisfactory to Administrative Agent and L/C Issuer. “Cash Collateral” shall have a meaning correlative to the foregoing and shall include the proceeds of such cash collateral and other credit support.

**“Cash Interest Expense”** means, for any Person for any period, total interest expense in respect of all outstanding Debt actually paid in cash or that is payable in cash by such Person during such period, including, without limitation, all commissions, discounts, and other fees and charges with respect to letters of credit and all net costs under Hedge Agreements in respect of interest rates to the extent such costs are allocable to such period, but excluding interest expense not payable in cash, all as determined in accordance with GAAP.

**“Cash Reserve Account”** means a restricted access deposit account maintained at Administrative Agent in an amount of at least \$10,000,000.

**“Change in Law”** means the occurrence, after the date of this Agreement, of any of the following: (a) the adoption or taking effect of any law, rule, regulation or treaty, (b) any change in any law, rule, regulation or treaty or in the administration, interpretation, implementation or application thereof by any Governmental Authority or (c) the making or issuance of any request, rule, guideline or directive (whether or not having the force of law) by any Governmental Authority; *provided* that notwithstanding anything herein to the contrary, (i) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (ii) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory



authorities, in each case pursuant to Basel III, shall in each case be deemed to be a “*Change in Law*”, regardless of the date enacted, implemented, adopted or issued.

“*Change of Control*” means an event or series of events by which:

(a) Sponsor Group shall cease for any reason to have record and beneficial ownership of at least 51% of the equity securities of Parent; or

(b) Sponsor Group (or their representatives) cease to hold a majority of the seats on the board of directors of Parent; or

(c) subject to *Section 8.3*, Parent shall cease for any reason to have record and beneficial ownership of 100% of the membership interests of each Borrower, or Borrowers cease to have record and beneficial ownership of 100% of the membership interests of each Subsidiary (excluding CLM Aviation).

“*CLM Aviation*” means CLM Aviation, LLC, a Florida limited liability company.

“*Closing Date*” means the date of this Agreement.

“*Closing Date Distribution*” means cash distribution by Parent to its shareholders on the Closing Date or within thirty (30) days thereafter in the amount of \$115,000,000, less the amount of payments made under the Ownership Appreciation Plan on the Closing Date or within thirty (30) days thereafter.

“*CMS*” means the Centers for Medicare & Medicaid Services, a federal agency within HHS, and any successor thereof and any predecessor thereof, including the Health Care Financing Administration.

“*Code*” means the Internal Revenue Code of 1986, as amended.

“*Collateral*” means substantially all of the Property of Borrower and its Subsidiaries and the other Obligated Parties as described in the Security Documents and 100% of the equity interests in Borrower owned by Parent and any other Person, together with any other Property and collateral described in the Security Documents, including, among other things, the Mortgaged Properties (as defined in the Mortgages) and any other Property which may now or hereafter secure the Obligations or any part thereof.

“*Commitment*” means a Term Loan Commitment or a Revolving Credit Commitment, as the context may require.

“*Commodity Exchange Act*” means the Commodity Exchange Act (7 U.S.C. § 1 *et seq.*), as amended from time to time, and any successor statute.

“*Communications*” means, collectively, any notice, demand, communication, information, document or other material provided by or on behalf of Borrower Representative pursuant to any Loan Document or the transactions contemplated therein which is distributed to Administrative Agent, any Lender, L/C Issuer or Swing Line Lender by means of electronic communications pursuant to *Section 12.11(d)*, including through the Platform.

“*Compliance Certificate*” means a certificate, substantially in the form of *Exhibit C*, or in any other form agreed to by the Borrower Representative and Administrative Agent, prepared by and certified by a Responsible Officer of the Borrower Representative.

**“Connection Income Taxes”** means Other Connection Taxes that are imposed on or measured by net income (however denominated) or that are franchise Taxes or branch profits Taxes.

**“Constituent Documents”** means (a) in the case of a corporation, its articles or certificate of incorporation and bylaws; (b) in the case of a general partnership, its partnership agreement; (c) in the case of a limited partnership, its certificate of limited partnership or certificate of formation, as applicable, and partnership agreement; (d) in the case of a trust, its trust agreement; (e) in the case of a joint venture, its joint venture agreement; (f) in the case of a limited liability company, its articles of organization, operating agreement, regulations and/or other organizational and governance documents and agreements; and (g) in the case of any other entity, its organizational and governance documents and agreements.

**“Contract Provider”** means any Person or any employee, agent or subcontractor of such Person who provides professional health care services under or pursuant to any employment arrangement or contract with any Borrower or any Subsidiary.

**“Core Business”** means (a) health care services related to conditions of the spine, including procedures, techniques and equipment and (b) all businesses related and incidental thereto, including but not limited to, chiropractic, physiatry, or other associated medical specialties, whether provided out-patient or in a specialty hospital.

**“Credit Extension”** means each of (a) a Borrowing and (b) an L/C Credit Extension.

**“Debt”** means, of any Person as of any date of determination (without duplication): (a) all obligations of such Person for borrowed money; (b) all obligations of such Person evidenced by bonds, notes, debentures, or other similar instruments; (c) all obligations of such Person to pay the deferred purchase price of Property or services, except trade accounts payable of such Person in the ordinary course of business that are not past due by more than ninety (90) days; (d) all Capitalized Lease Obligations of such Person; (e) all Debt or other obligations of others Guaranteed by such Person; (f) all obligations secured by a Lien existing on Property owned by such Person, whether or not the obligations secured thereby have been assumed by such Person or are non-recourse to the credit of such Person; (g) any other obligation for borrowed money or other financial accommodations which in accordance with GAAP would be shown as a liability on the balance sheet of such Person; (h) any repurchase obligation or liability of a Person with respect to Accounts, chattel paper or notes receivable sold by such Person; (i) any liability under a sale and leaseback transaction that is not a Capitalized Lease Obligation; (j) any obligation under any so called “synthetic leases;” (k) any obligation arising with respect to any other transaction that is the functional equivalent of borrowing but which does not constitute a liability on the balance sheets of a Person; (l) all payment and reimbursement obligations of such Person (whether contingent or otherwise) in respect of letters of credit, bankers’ acceptances, surety or other bonds and similar instruments; (m) all liabilities of such Person in respect of unfunded vested benefits under any Plan; (n) all net Hedge Obligations of such Person, valued at the Hedge Termination Value thereof; and (o) all obligations of such Person to purchase, redeem, retire, defease or otherwise make any payment in respect of any equity interests in such Person or any other Person, valued, in the case of redeemable preferred stock interests, at the greater of its voluntary or involuntary liquidation preference plus all accrued and unpaid dividends.

For all purposes, the Debt of any Person shall include the Debt of any partnership or joint venture (other than a joint venture that is itself a corporation or limited liability company) in which such Person is a general partner or a joint venturer, unless such Debt is expressly made non-recourse to such Person.

**“Debt Service”** means, for any Person for any period, the sum of all regularly scheduled principal payments (excluding payments pursuant to **Sections 2.9(c)** and **2.9(d)**) and all Cash Interest Expense that are paid or payable during such period in respect of all Debt of such Person (other than scheduled payments of principal on Debt which pay such Debt in full, but only to the extent such final payment is greater than

the scheduled principal payment immediately preceding such final payment), plus the Average Outstanding Amount Of Revolving Credit Loans divided by seven (7).

**“Debtor Relief Laws”** means Title 11 of the United States Code, as now or hereafter in effect, or any other applicable law, domestic or foreign, as now or hereafter in effect, relating to bankruptcy, insolvency, liquidation, receivership, reorganization, assignment for the benefit of creditors, moratorium, arrangement or composition, extension or adjustment of debts, or similar Laws affecting the rights of creditors.

**“Default”** means an Event of Default or the occurrence of an event or condition which with notice or lapse of time or both would become an Event of Default.

**“Default Interest Rate”** means (a) when used with respect to Obligations other than Letter of Credit Fees, an interest rate equal to (i) the Base Rate *plus* (ii) the Applicable Margin, if any, applicable to a Base Rate Portion *plus* (iii) two percent (2%) per annum; *provided, however*, that with respect to a LIBOR Portion, the Default Interest Rate shall be an interest rate equal to the interest rate (including any Applicable Margin) otherwise applicable to such Portion *plus* two percent (2%) per annum, and (b) when used with respect to Letter of Credit Fees, a rate equal to the Applicable Margin *plus* two percent (2%) per annum; *provided, however*, in no event shall the Default Interest Rate exceed the Maximum Rate.

**“Defaulting Lender”** means, subject to **Section 12.22(b)**, any Lender that (a) has failed to (i) fund all or any portion of its Loans within two (2) Business Days of the date such Loans were required to be funded hereunder unless such Lender notifies Administrative Agent and Borrower Representative in writing that such failure is the result of such Lender’s determination that one or more conditions precedent to funding (each of which conditions precedent, together with any applicable default, shall be specifically identified in such writing) has not been satisfied, or (ii) pay to Administrative Agent or any other Lender any other amount required to be paid by it hereunder (including in respect of its participation in Letters of Credit or Swing Line Loans) within two (2) Business Days of the date when due, (b) has notified Borrower Representative, Administrative Agent, L/C Issuer or Swing Line Lender in writing that it does not intend to comply with its funding obligations hereunder, or has made a public statement to that effect (unless such writing or public statement relates to such Lender’s obligation to fund a Loan hereunder and states that such position is based on such Lender’s determination that a condition precedent to funding (which condition precedent, together with any applicable default, shall be specifically identified in such writing or public statement) cannot be satisfied), (c) has failed, within three (3) Business Days after written request by Administrative Agent or Borrower Representative, to confirm in writing to Administrative Agent and Borrower Representative that it will comply with its prospective funding obligations hereunder (*provided* that such Lender shall cease to be a Defaulting Lender pursuant to this **clause (c)** upon receipt of such written confirmation by Administrative Agent and Borrower Representative), or (d) has, or has a direct or indirect parent company that has, (i) become the subject of a proceeding under any Debtor Relief Law, or (ii) had appointed for it a receiver, custodian, conservator, trustee, administrator, assignee for the benefit of creditors or similar Person charged with reorganization or liquidation of its business or assets, including the Federal Deposit Insurance Corporation or any other state or federal regulatory authority acting in such a capacity; *provided* that a Lender shall not be a Defaulting Lender solely by virtue of the ownership or acquisition of any equity interest in that Lender or any direct or indirect parent company thereof by a Governmental Authority so long as such ownership interest does not result in or provide such Lender with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permit such Lender (or such Governmental Authority) to reject, repudiate, disavow or disaffirm any contracts or agreements made with such Lender. Any determination by Administrative Agent that a Lender is a Defaulting Lender under any one or more of **clauses (a)** through **(d)** above shall be conclusive and binding absent manifest error, and such Lender shall be deemed to be a Defaulting Lender (subject to **Section 12.22(b)**) upon delivery of written notice of such determination to Borrower Representative and each Lender.

“**Disposition**” means any sale, lease, sub-lease, transfer, assignment, conveyance, release, loss or other disposition of any interest in Property, or of any interest in a Subsidiary that owns Property, in any transaction or event or series of transactions or events, and “**Dispose**” has the correlative meaning thereto; provided, however, that the foregoing shall not include any such dispositions between any Borrower or any Guarantor and any other Borrower or any other Guarantor.

“**Dollars**” and “**\$**” mean lawful money of the United States of America.

“**EBITDA**” means, for any Person for any period, an amount equal to (a) Net Income *plus* (b) *the sum of* the following to the extent deducted in the calculation of Net Income: (i) interest expense; (ii) income taxes and Permitted Tax Distributions; (iii) depreciation; (iv) amortization; (v) extraordinary losses determined in accordance with GAAP; (vi) other non-recurring expenses reducing such Net Income which do not represent a cash item in such period or any future period; (vii) actual transaction expenses in connection with the Loan Documents and the Closing Date Distribution in an amount not to exceed \$5,000,000; and (viii) the Ownership Appreciation Plan payments made on or about the date of the Closing Date Distribution, *minus* (c) *the sum of* the following to the extent included in the calculation of Net Income: (i) without duplication of other deductions or reductions, accounts receivables which have not been previously written off, adjusted or discounted which have been determined to be doubtful, regardless of aging; (ii) income tax credits; (iii) extraordinary gains determined in accordance with GAAP; and (iv) all non-recurring, non-cash items increasing Net Income. Without duplication of the amounts deducted in clause (c)(i) above, EBITDA shall be adjusted through an appropriate reduction thereto if Borrower Representative becomes aware of information that the amount then currently reflected in the accounts receivable balance of Parent on a consolidated basis (regardless of the aging of the accounts receivable) is materially overstated based on the amount Borrower reasonably expects to receive as final reimbursement of such amounts.

“**Eligible Assignee**” means any Person that meets the requirements to be an assignee under **Section 12.8(b)(iii)**, (v) and (vi) (subject to such consents, if any, as may be required under **Section 12.8(b)(iii)**).

“**Environmental Laws**” means any and all federal, state, and local Laws, regulations, judicial decisions, orders, decrees, plans, rules, permits, licenses, and other governmental restrictions and requirements pertaining to health, safety, or the environment, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601 et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 et seq., the Occupational Safety and Health Act, 29 U.S.C. § 651 et seq., the Clean Air Act, 42 U.S.C. § 7401 et seq., the Clean Water Act, 33 U.S.C. § 1251 et seq., and the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.

“**Environmental Liabilities**” means, as to any Person, all liabilities, obligations, responsibilities, Remedial Actions, losses, damages, punitive damages, consequential damages, treble damages, costs, and expenses (including, without limitation, all reasonable fees, disbursements and expenses of counsel, expert and consulting fees and costs of investigation and feasibility studies), fines, penalties, sanctions, and interest incurred as a result of any claim or demand, by any Person, whether based in contract, tort, implied or express warranty, strict liability, criminal or civil statute, including any Environmental Law, permit, order or agreement with any Governmental Authority or other Person, arising from environmental, health or safety conditions or the Release or threatened Release of a Hazardous Material into the environment, resulting from the past, present, or future operations of such Person or its Affiliates.

“**ERISA**” means the Employee Retirement Income Security Act of 1974.

“**ERISA Affiliate**” means any corporation or trade or business which is a member of the same controlled group of corporations (within the meaning of **Section 414(b)** of the Code) as an Obligated Party

or is under common control (within the meaning of *Section 414(c)* of the Code and *Sections 414(m)* and *(o)* of the Code for purposes of the provisions relating to *Section 412* of the Code) with an Obligated Party.

“**ERISA Event**” means (a) a Reportable Event with respect to a Plan, (b) a withdrawal by any Obligated Party or any ERISA Affiliate from a Plan subject to *Section 4063* of ERISA during a plan year in which it was a substantial employer (as defined in *Section 4001(a)(2)* of ERISA) or a cessation of operations which is treated as such a withdrawal under *Section 4062(e)* of ERISA, (c) a complete or partial withdrawal by any Obligated Party or any ERISA Affiliate from a Multiemployer Plan or notification that a Multiemployer Plan is in reorganization, (d) the filing of a notice of intent to terminate, the treatment of a Plan amendment as a termination under *Section 4041(c)* or *4041A* of ERISA, or the commencement of proceedings by the PBGC to terminate a Plan or Multiemployer Plan, (e) the occurrence of an event or condition which constitutes grounds under *Section 4042* of ERISA for the termination of, or the appointment of a trustee to administer, any Plan or Multiemployer Plan, (f) the imposition of any liability to the PBGC under Title IV of ERISA, other than for PBGC premiums due but not delinquent under *Section 4007* of ERISA, upon any Obligated Party or any ERISA Affiliate, (g) the failure of any Obligated Party or ERISA Affiliate to meet any funding obligations with respect to any Plan or Multiemployer Plan, or (h) the determination that a Plan is considered an at-risk plan within the meaning of *Section 303* of ERISA and *Section 430* of the Code.

“**Event of Default**” has the meaning set forth in *Section 10.1*.

“**Excess Cash Flow**” means, for Borrower and its Subsidiaries, on a consolidated basis, for the prior twelve-month period, (a) EBITDA, *minus* (b) actual taxes paid during such period (including all Permitted Tax Distributions made during such period), *minus* (c) actual Cash Interest Expense paid during such period, *minus* (d) regularly scheduled principal payments and voluntary prepayments made on any Term Loan (excluding Excess Cash Flow payments), *minus* (e) all Unfinanced Capital Expenditures paid in cash during such period to the extent permitted by *Section 9.3* *minus* (f) all amounts added back to EBITDA pursuant to clause (b)(vi) and (b)(vii) of the definition thereof. Notwithstanding anything contained herein to the contrary, Excess Cash Flow for 2015 shall be computed for the period from July 1, 2015 to December 31, 2015.

“**Excess Cash Flow Percentage**” means the percentage indicated below based on the Leverage Ratio as of the end of the year of computation of Excess Cash Flow:

<u>Leverage Ratio</u>	<u>Excess Cash Flow Percentage</u>
≥ 1.50	66.66%
< 1.50 and ≥ 1.00	33.33%
< 1.00	0.00%

“**Excluded Entities**” means Marodyne and CLM Aviation.

“**Excluded Issuances**” means any issuance of stock or equity interests by an Obligated Party (a) to another Obligated Party or (b) to any officer, director, manager or employee of an Obligated Party in an aggregate amount not to exceed two percent (2%) of the aggregate outstanding stock or equity interests of the applicable Obligated Party per calendar year.

“**Excluded Swap Obligation**” means, with respect to Borrower or any Guarantor, any Swap Obligation if, and to the extent that, all or a portion of the Guaranty of Borrower or such Guarantor of, or the grant by Borrower or such Guarantor of a Lien to secure, such Swap Obligation (or any Guaranty thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the

Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of Borrower or such Guarantor's failure for any reason to constitute an "eligible contract participant" as defined in the Commodity Exchange Act (determined after giving effect to any "keepwell, support or other agreement" for the benefit of Borrower or such Guarantor and any and all guarantees of Borrower's or such Guarantor's Swap Obligations by Borrower or any other Guarantor) at the time the Guaranty of Borrower or such Guarantor, or a grant by Borrower or such Guarantor of a Lien, becomes effective with respect to such Swap Obligation. If a Swap Obligation arises under a master agreement governing more than one swap, such exclusion shall apply only to the portion of such Swap Obligation that is attributable to swaps for which such Guaranty or Lien is or becomes excluded in accordance with the first sentence of this definition.

**"Excluded Taxes"** means any of the following Taxes imposed on or with respect to a Recipient or required to be withheld or deducted from a payment to a Recipient, (a) Taxes imposed on or measured by net income (however denominated), franchise Taxes, and branch profits Taxes, in each case, (i) imposed as a result of such Recipient being organized under the Laws of, or having its principal office or, in the case of any Lender, its applicable lending office located in, the jurisdiction imposing such Tax (or any political subdivision thereof) or (ii) that are Other Connection Taxes, (b) in the case of a Lender, U.S. federal withholding Taxes imposed on amounts payable to or for the account of such Lender with respect to an applicable interest in a Loan or Commitment pursuant to a law in effect on the date on which (i) such Lender acquires such interest in such Loan or Commitment (other than pursuant to an assignment request by Borrower Representative under **Section 3.6(b)**) or (ii) such Lender changes its lending office, except in each case to the extent that, pursuant to **Section 3.4**, amounts with respect to such Taxes were payable either to such Lender's assignor immediately before such Lender became a party hereto or to such Lender immediately before it changed its lending office, (c) Taxes attributable to such Recipient's failure to comply with **Section 3.4(g)** and (d) any U.S. federal withholding Taxes imposed under FATCA.

**"Exclusion Event"** means an event or events resulting in the mandatory and involuntary exclusion of any Borrower or any Subsidiary or any of the Facilities, from participation in any Government Medical Reimbursement Program.

**"Existing Credit Agreement"** means the Amended and Restated Credit Agreement dated October 29, 2013 among Parent, Texas Capital Bank, N.A., as agent and a syndicate of lenders, as amended prior to the date hereof.

**"Extraordinary Receipt"** means any cash received by or paid to or for the account of Borrowers or any of their Subsidiaries not in the ordinary course of business and as a result of proceeds of property and casualty (or similar) (excluding business interruption insurance) insurance and condemnation awards (and payments in lieu thereof) but excluding payments of accounts receivable from patients' insurance companies.

**"Facilities"** means, at any time, the facilities and real properties owned, leased or operated by any Obligated Party or any Subsidiary, from which any Obligated Party or any Subsidiary provides or furnishes goods or services.

**"Facility"** means the Term Loan Facility or the Revolving Credit Facility, as the context may require.

**"FATCA"** means *Sections 1471 through 1474* of the Code, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations or official interpretations thereof and any agreements entered into pursuant to *Section 1471(b)(1)* of the Code.

**“Federal Funds Rate”** means, for any day, the rate per annum (rounded upwards, if necessary, to the nearest 1/100 of 1%) equal to the weighted average of the rates on overnight federal funds transactions with members of the Federal Reserve System arranged by federal funds brokers on such day, as published by the Federal Reserve Bank of New York, on the Business Day next succeeding such day, *provided that* (a) if the day for which such rate is to be determined is not a Business Day, the Federal Funds Rate for such day shall be such rate on such transactions on the next preceding Business Day as so published on the next succeeding Business Day, and (b) if such rate is not so published for any day, the Federal Funds Rate for such day shall be the average rate charged to Administrative Agent on such day on such transactions as determined by Administrative Agent.

**“Fee Letter”** means the separate fee letter dated as of April 15, 2015 between Parent and Texas Capital Bank and any other fee letter among Borrowers and Administrative Agent and/or Texas Capital Bank concerning fees to be paid by Borrowers in connection with this Agreement including any amendments, restatements, supplements or modifications thereof. By its execution of this Agreement, each Lender acknowledges and agrees that Administrative Agent and/or Texas Capital Bank may elect to treat as confidential and not share with Lenders any Fee Letters executed from time to time in connection with this Agreement.

**“Flood Insurance Regulations”** means (a) the National Flood Insurance Act of 1968, (b) the Flood Disaster Protection Act of 1973, (c) the National Flood Insurance Reform Act of 1994 (amending 42 USC 4001 et seq.), and (d) the Flood Insurance Reform Act of 2004, in each case as now or hereafter in effect or any successor statute thereto and including any regulations promulgated thereunder.

**“Foreign Lender”** means a Lender that is not a U.S. Person.

**“Fronting Exposure”** means, at any time there is a Defaulting Lender, (a) with respect to L/C Issuer, such Defaulting Lender’s Applicable Percentage of the Outstanding Amount of the L/C Obligations other than L/C Obligations as to which such Defaulting Lender’s participation obligation has been reallocated to other Lenders or Cash Collateralized in accordance with the terms hereof, and (b) with respect to Swing Line Lender, such Defaulting Lender’s Applicable Percentage of the Outstanding Amount of Swing Line Loans other than Swing Line Loans as to which such Defaulting Lender’s participation obligation has been reallocated to other Lenders in accordance with the terms hereof.

**“Fund”** means any Person (other than a natural Person) that is (or will be) engaged in making, purchasing, holding or otherwise investing in commercial loans and similar extensions of credit in the ordinary course of its activities.

**“GAAP”** means generally accepted accounting principles, applied on a consistent basis, as set forth in opinions of the Accounting Principles Board of the American Institute of Certified Public Accountants and/or in statements of the Financial Accounting Standards Board and/or their respective successors and which are applicable in the circumstances as of the date of determination. Accounting principles are applied on a “consistent basis” when the accounting principles applied in a current period are comparable in all material respects to those accounting principles applied in a preceding period or in accordance with **Section 1.2**.

**“Governmental Account Debtor”** means an account debtor making payments under Medicare, Medicaid and TRICARE and any other health care program operated by or financed in whole or in part by any foreign or domestic federal, state or local government.

**“Governmental Approvals”** means any and all governmental licenses, authorizations, registrations, permits, certificates, qualifications, consents and approvals required under any applicable Law and required in order for any Borrower or any of its Subsidiaries to carry on its business as now conducted or to

consummate the transactions described herein (including any Acquisitions and the Loans made hereunder) or necessary in the sale, furnishing, or delivery of goods or services under Laws applicable to the business of any Borrower or any of its Subsidiaries, including without limitation, Healthcare Permits.

**“Governmental Authority”** means the government of the United States of America, or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court of competent jurisdiction, central bank, tribal body or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank), and any group or body charged with setting financial accounting or regulatory capital rules or standards (including without limitation, the Financial Accounting Standards Board, the Bank for International Settlements or the Basel Committee on Banking Supervision or any successor or similar authority to any of the foregoing).

**“Government Medical Reimbursement Programs”** means a collective reference to Medicare and TRICARE and any other health care program operated by or financed in whole or in part by any federal, state or local government, provided, however, that “Government Medical Reimbursement Programs” do *not* include any program under Title XIX of the Social Security Act, which provides federal grants to states for medical assistance based on specific eligibility criteria (“Medicaid”), as long as no Borrower nor any Subsidiary is currently, has ever been, or will be enrolled in any Medicaid program.

**“Guarantee”** by any Person means any obligation or liability, contingent or otherwise, of such Person directly or indirectly guaranteeing any Debt or other obligation of any other Person as well as any obligation or liability, direct or indirect, contingent or otherwise, of such Person (a) to purchase or pay (or advance or supply funds for the purchase or payment of) such Debt or other obligation or liability (whether arising by virtue of partnership arrangements, by agreement to keep-well, to purchase assets, goods, securities or services, to operate Property, to take-or-pay, or to maintain net worth or working capital or other financial statement conditions or otherwise) or (b) entered into for the purpose of indemnifying or assuring in any other manner the obligee of such Debt or other obligation or liability of the payment thereof or to protect the obligee against loss in respect thereof (in whole or in part); *provided* that the term Guarantee shall not include endorsements for collection or deposit in the ordinary course of business. The term **“Guarantee”** used as a verb has a corresponding meaning.

**“Guarantors”** means LSI Holdco LLC, a Delaware limited liability company and all existing and future direct and indirect domestic Subsidiaries of the Borrowers. For the avoidance of doubt, Marodyne shall be deemed not to constitute a Subsidiary of any Borrower.

**“Guaranty”** means a written guaranty of each Guarantor in favor of Administrative Agent, for the benefit of Lenders, in form and substance reasonably satisfactory to Administrative Agent.

**“Hazardous Material”** means any substance, product, waste, pollutant, material, chemical, contaminant, constituent, or other material which is or becomes listed, regulated, or addressed under any Environmental Law, including, without limitation, asbestos, petroleum, and polychlorinated biphenyls.

**“Healthcare Laws”** means all federal and state laws applicable to the businesses of any Borrower regulating the provision of and payment for health care items and services, including, as applicable, HIPAA, Section 1128B(b) of the Social Security Act, as amended, 42 U.S.C. Section 1320a-7b, commonly referred to as the “Federal Anti-Kickback Statute,” Section 1877 of the Social Security Act, as amended, 42 U.S.C. Section 1395nn, commonly referred to as “Stark Law,” PPACA, and all rules and regulations promulgated thereunder, including the Medicare Regulations.

**“Healthcare Permit”** means a Governmental Approval required under Healthcare Laws applicable to the business of any Borrower or any of its Subsidiaries or necessary in the sale, furnishing, or delivery



of goods or services under Healthcare Laws applicable to the business of any Borrower or any of its Subsidiaries.

**“Hedge Agreement”** means (a) any and all interest rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, spot contracts, or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement, (b) any and all transactions of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement, or any other master agreement (any such master agreement, together with any related schedules and annexes, a **“Master Agreement”**) and (c) any and all Master Agreements and any and all related confirmations.

**“Hedge Obligations”** means, at any time with respect to any Person, all indebtedness, liabilities, and obligations of such Person under or in connection with any Hedge Agreement, whether actual or contingent, due or to become due and existing or arising from time to time.

**“Hedge Termination Value”** means, in respect of any one or more Hedge Agreements, after taking into account the effect of any legally enforceable netting agreement relating to such Hedge Agreements, (a) for any date on or after the date such Hedge Agreements have been closed out and settlement amounts, early termination amounts or termination value(s) determined in accordance therewith, such settlement amounts, early termination amounts or termination value(s), and (b) for any date prior to the date referenced in *clause (a)*, the amount(s) determined as the mark-to-market value(s) for such Hedge Agreements, as determined based upon one or more commercially reasonable mid-market or other readily available quotations provided by any dealer which is a party to such Hedge Agreement or any other recognized dealer in such Hedge Agreements (which may include a Lender or any Affiliate of a Lender).

**“HHS”** means the United States Department of Health & Human Services and any successor thereof.

**“HIPAA”** means the Health Insurance Portability and Accountability Act of 1996, Pub. L. 104-191, Aug. 21, 1996, 110 Stat. 1936.

**“Honor Date”** has the meaning set forth in *Section 2.2(c)(i)*.

**“Increase Effective Date”** has the meaning set forth in *Section 2.10(d)*.

**“Indemnified Taxes”** means (a) Taxes, other than Excluded Taxes, imposed on or with respect to any payment made by or on account of any obligation of any Borrower under any Loan Document and (b) to the extent not otherwise described in *clause (a)*, Other Taxes.

**“Information”** has the meaning set forth in *Section 12.25*.

**“Intellectual Property”** means all copyrights, copyright licenses, patents, patent licenses, trademarks, trademark licenses and other types of intellectual property, in whatever form, now owned or hereafter acquired.

**“Interest Period”** means with respect to any LIBOR Portion, the period commencing on the date such Portion becomes a LIBOR Portion (whether by the making of a Loan or its continuation or conversion) and ending on the numerically corresponding day in the calendar month that is one (1), two (2), or three (3) months thereafter, as Borrower Representative may elect; *provided*, that (a) if any Interest Period would end on a day other than a Business Day, such Interest Period shall be extended to the next succeeding Business Day unless such next succeeding Business Day would fall in the next calendar month, in which case such Interest Period shall end on the next preceding Business Day and (b) any Interest Period pertaining to a LIBOR Portion that commences on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the last calendar month of such Interest Period) shall end on the last Business Day of the last calendar month of such Interest Period.

**“Interest Rate”** means the rate equal to the lesser of (a) the Maximum Rate and (b) the Applicable Rate.

**“IRS”** means the Internal Revenue Service or any entity succeeding to all or any of its functions.

**“ISP”** means, with respect to any Letter of Credit, the “International Standby Practices 1998” published by the Institute of International Banking Law & Practice, Inc. (or such later version thereof as may be in effect at the time of issuance).

**“Issuer Documents”** means, with respect to any Letter of Credit, the Letter of Credit Application, and any other document, agreement and instrument entered into by L/C Issuer and any Borrower (or any Subsidiary) or in favor of L/C Issuer and relating to such Letter of Credit.

**“L/C Advance”** means, with respect to each Revolving Credit Lender, such Revolving Credit Lender’s funding of its participation in any L/C Borrowing in accordance with its Applicable Percentage.

**“L/C Borrowing”** means an extension of credit resulting from a drawing under any Letter of Credit which has not been reimbursed by any Borrower on the date when made or refinanced as a Revolving Credit Borrowing.

**“L/C Credit Extension”** means, with respect to any Letter of Credit, the issuance thereof or extension of the expiry date thereof, or the increase of the amount thereof.

**“L/C Issuer”** means Texas Capital Bank in its capacity as issuer of Letters of Credit hereunder, or any successor issuer of Letters of Credit hereunder.

**“L/C Obligations”** means, as at any date of determination, the aggregate amount available to be drawn under all outstanding Letters of Credit plus the aggregate of all Unreimbursed Amounts, including all L/C Borrowings. For purposes of computing the amount available to be drawn under any Letter of Credit, the amount of such Letter of Credit shall be determined in accordance with **Section 1.4**. For all purposes of this Agreement, if on any date of determination a Letter of Credit has expired by its terms but any amount may still be drawn thereunder by reason of the operation of Rule 3.14 of the ISP, such Letter of Credit shall be deemed to be “outstanding” in the amount so remaining available to be drawn.

**“Laws”** means, collectively, all international, foreign, federal, state, provincial and local statutes, treaties, rules, guidelines, regulations, ordinances, codes and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administrative thereof, and all applicable administrative orders, directed duties, requests, licenses, authorizations and permits of, and agreements with, any Governmental Authority, in each case whether or not having the force of law (including Healthcare Laws).

“**Lease**” of any Person means all of the right, title and interest of such Person as lessee or licensee in, to and under leases or license of land, improvements and/or fixtures.

“**Lender**” and “**Lenders**” have the meanings set forth in the introductory paragraph hereto, and shall include Swing Line Lender and L/C Issuer, as the context may require.

“**Lending Office**” means, as to any Lender, the office or offices of such Lender described as such in such Lender’s Administrative Questionnaire, or such other office or offices as a Lender may from time to time notify Borrower Representative and Administrative Agent.

“**Letter of Credit**” means any standby letter of credit issued hereunder.

“**Letter of Credit Application**” means an application and agreement for the issuance or amendment of a Letter of Credit in the standard form from time to time in use by L/C Issuer.

“**Letter of Credit Expiration Date**” means the day that is five (5) Business Days prior to the Maturity Date for the Revolving Credit Facility.

“**Letter of Credit Fee**” has the meaning set forth in **Section 2.4(b)**.

“**Letter of Credit Sublimit**” means an amount equal to \$5,000,000. The Letter of Credit Sublimit is part of, and not in addition to, the Revolving Credit Commitments.

“**Leverage Ratio**” means, as of any date of determination, the ratio of (a) all Debt of Borrowers and their Subsidiaries as of such date minus the Cash Reserve Account balance as of such date of up to \$10,000,000 to (b) EBITDA of Borrowers and their Subsidiaries for the four fiscal quarters most recently ended.

“**LIBOR**” means:

(a) with respect to each Interest Period, the rate per annum for deposits for the same term in United States Dollars that appears on Reuters Screen LIBOR01 and published by the ICE Benchmark Administration (or the successor thereto if the ICE Benchmark Administration is no longer making a LIBOR rate available) at approximately 11:00 a.m., London, England time, on the related LIBOR Determination Date. If such rate does not appear on such screen or service, or such screen or service shall cease to be available, then LIBOR shall be determined by Administrative Agent to be the offered rate on such other screen or service that displays an average Interest Settlement Rate for deposits in United States Dollars (for delivery on the first day of such Interest Period) for a term equivalent to such Interest Period as of 11:00 a.m. on the relevant LIBOR Determination Date. If the rates referenced in the two (2) preceding sentences are not available, then LIBOR for the relevant Interest Period will be determined by such alternate method as is reasonably selected by Administrative Agent; and

(b) for any interest calculation with respect to a Loan that bears interest based on the Base Rate on any date, the rate per annum for deposits in United States Dollars that appears on Reuters Screen LIBOR01 and published by the ICE Benchmark Administration (or the successor thereto if the ICE Benchmark Administration is no longer making a LIBOR rate available) at approximately 11:00 a.m., London, England time, on the related LIBOR Determination Date for a term of one (1) month commencing on the date of calculation. If such rate does not appear on such screen or service, or such screen or service shall cease to be available, then LIBOR shall be determined by Administrative Agent to be the offered rate on such other screen or service that displays an average Interest Settlement Rate for deposits in United States Dollars (for delivery on

such date of calculation) for a term of one (1) month as of 11:00 a.m. on the relevant LIBOR Determination Date. If the rates referenced in the two (2) preceding sentences are not available, then LIBOR for a term of one (1) month will be determined by such alternate method as is reasonably selected by Administrative Agent; *provided, however*, that if LIBOR as provided in *clauses (a) or (b)* above would be less than zero, such rate shall be deemed to be zero for purposes of this Agreement. In no event shall LIBOR be less than 0.0%.

“**LIBOR Determination Date**” means a day that is two (2) Business Days prior to the beginning of the relevant Interest Period or prior to the applicable date, as applicable.

“**LIBOR Portion**” means each Portion bearing interest based on the Adjusted LIBOR.

“**Lien**” means, as to any Property of any Person, any lien, mortgage, security interest, tax lien, pledge, charge, hypothecation, collateral assignment, preference, priority, or other encumbrance of any kind or nature whatsoever (including, without limitation, any conditional sale or title retention agreement), whether arising by contract, operation of law, or otherwise, affecting such Property.

“**Loan**” means an extension of credit by a Lender to Borrowers under **Article 2** in the form of a Revolving Credit Loan, a Term Loan, or a Swing Line Loan.

“**Loan Documents**” means this Agreement, the Guaranty, the Security Documents, the Notes, Issuer Documents, and all other promissory notes, security agreements, deeds of trust, assignments, letters of credit, guaranties, and other instruments, documents, or agreements executed and delivered pursuant to or in connection with this Agreement or the Security Documents; *provided* that the term “Loan Documents” shall not include any Bank Product Agreement.

“**Loss**” has the meaning set forth in **Section 7.5(c)**.

“**Marodyne**” means Marodyne Medical, LLC, a Florida limited liability company.

“**Material Adverse Event**” means any act, event, condition, or circumstance which would reasonably be expected to materially and adversely affect (a) the operations, business, properties, liabilities (actual or contingent), or condition (financial or otherwise) of Borrowers and their Subsidiaries, taken as a whole; (b) the ability of any Obligated Party to perform its obligations under any Loan Document to which it is a party; or (c) the legality, validity, binding effect or enforceability against any Obligated Party of any Loan Document to which it is a party.

“**Maturity Date**” means (a) with respect to the Revolving Credit Facility, July 2, 2020, or such earlier date on which the Revolving Credit Commitment of each Revolving Credit Lender terminates as provided in this Agreement, and (b) with respect to the Term Loan Facility, July 2, 2020; *provided, however*, that, in each case, if such date is not a Business Day, the Maturity Date shall be the next succeeding Business Day.

“**Maximum Rate**” means, at all times, the maximum rate of interest which may be charged, contracted for, taken, received or reserved by Lenders in accordance with applicable Texas law (or applicable United States federal law to the extent that such law permits Lenders to charge, contract for, receive or reserve a greater amount of interest than under Texas law). The Maximum Rate shall be calculated in a manner that takes into account any and all fees, payments, and other charges in respect of the Loan Documents that constitute interest under applicable law. Each change in any interest rate provided for herein based upon the Maximum Rate resulting from a change in the Maximum Rate shall take effect without notice to Borrower Representative at the time of such change in the Maximum Rate.

**“Medical Reimbursement Programs”** means a collective reference to Government Medical Reimbursement Programs and any other non-government funded third party payor programs.

**“Medicare”** means that government-sponsored entitlement program under Title XVIII of the Social Security Act, which provides for a health insurance system for eligible elderly and disabled individuals, as set forth at Section 1395, et seq. of Title 42 of the United States Code, as amended, and any statute succeeding thereto.

**“Medicare Provider Agreement”** means an agreement entered into between CMS or other such entity administering the Medicare program on behalf of CMS, and a health care provider or supplier under which the health care provider or supplier agrees to provide items and services for Medicare patients in accordance with the terms of the agreement and Medicare Regulations.

**“Medicare Regulations”** means, collectively, all federal statutes (whether set forth in Title XVIII of the Social Security Act or elsewhere) affecting the health insurance program for the aged and disabled established by Title XVIII of the Social Security Act and any statutes succeeding thereto; together with all applicable provisions of all rules, regulations, and manuals, orders, and other guidelines having the force of law of all Governmental Authorities (including CMS, the OIG, HHS, or any person succeeding to the functions of any of the foregoing), as each may be amended, supplemented or otherwise modified from time to time.

**“Minimum Collateral Amount”** means, at any time, (a) with respect to Cash Collateral consisting of cash or deposit account balances provided to reduce or eliminate Fronting Exposure during the time that a Defaulting Lender exists, an amount equal to 105% of the Fronting Exposure of L/C Issuer with respect to Letters of Credit issued and outstanding at such time, (b) with respect to Cash Collateral consisting of cash or deposit account balances provided in accordance with the provisions of **Section 2.7(a)(i), (a)(ii) or (a)(iii)**, an amount equal to 105% of the Outstanding Amount of all L/C Obligations, and (c) otherwise, an amount determined by Administrative Agent and L/C Issuer in their sole discretion.

**“Mortgages”** means, collectively, the mortgages or deeds of trust now or hereafter encumbering Borrowers’ or any of their Subsidiaries’ or any other Obligated Party’s interest in the property as described therein in favor of Administrative Agent, in form and substance reasonably satisfactory to Administrative Agent.

**“Multiemployer Plan”** means a multiemployer plan defined as such in *Section 3(37)* of ERISA to which contributions are being made or, within the preceding five years, have been made by, or for which there is an obligation to make by or there is any liability, contingent or otherwise, with respect to an Obligated Party or any ERISA Affiliate and which is covered by Title IV of ERISA.

**“Net Income”** means, for any Person for any period, the net income (or loss) of such Person and its Subsidiaries on a consolidated basis as determined in accordance with GAAP; *provided* that Net Income shall exclude (a) the net income of any Subsidiary of such Person during such period to the extent that the declaration or payment of dividends or similar distributions by such Subsidiary of such income is not permitted by operation of the terms of its Constituent Documents or any agreement, instrument or Law applicable to such Subsidiary during such period, except that such Person’s equity in any net loss of any such Subsidiary for such period shall be included in determining Net Income, and (b) any income (or loss) for such period of any other Person if such other Person is not a Subsidiary (other than Marodyne), except that any Borrower’s equity in the net income of any such Person for such period shall be included in Net Income up to the aggregate amount of cash actually distributed by such Person during such period to such Borrower or a Subsidiary as a dividend or other distribution.

“**Non-Consenting Lender**” means any Lender that does not approve any consent, waiver or amendment that (a) requires the approval of all affected Lenders in accordance with the terms of **Section 12.10** and (b) has been approved by the Required Lenders.

“**Non-Defaulting Lender**” means, at any time, each Lender that is not a Defaulting Lender at such time.

“**Non-Extension Notice Date**” has the meaning set forth in **Section 2.2(b)(iii)**.

“**Notes**” means, collectively, the Revolving Credit Notes and the Term Loan Notes, and “**Note**” means any one of the Notes.’

“**Obligated Party**” means each Borrower, each Guarantor or any other Person who is or becomes party to any agreement that obligates such Person to pay or perform, or that Guarantees or secures payment or performance of, the Obligations under the Loan Documents or any part thereof.

“**Obligations**” means all obligations, indebtedness, and liabilities of each Borrower, each Guarantor and any other Obligated Party to Administrative Agent, each Lender and any Affiliates of Administrative Agent or any Lender now existing or hereafter arising, whether direct, indirect, related, unrelated, fixed, contingent, liquidated, unliquidated, joint, several, or joint and several, arising under or pursuant to this Agreement, any Bank Product Agreements, the other Loan Documents, and all interest accruing thereon (whether a claim for post-filing or post-petition interest is allowed in any bankruptcy, insolvency, reorganization or similar proceeding) and all reasonable attorneys’ fees and other documented expenses incurred in the enforcement or collection thereof (subject to the terms hereof); *provided* that, as to any Borrower or any Guarantor, the “Obligations” shall exclude any Excluded Swap Obligations of such Borrower or such Guarantor.

“**OFAC**” means the Office of Foreign Assets Control of the United States Department of the Treasury.

“**OIG**” means the Office of Inspector General of HHS and any successor thereof.

“**Other Connection Taxes**” means, with respect to any Recipient, Taxes imposed as a result of a present or former connection between such Recipient and the jurisdiction imposing such Tax (other than connections arising from such Recipient having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced any Loan Document, or sold or assigned an interest in any Loan or Loan Document).

“**Other Taxes**” means all present or future stamp, court or documentary, intangible, recording, filing or similar Taxes that arise from any payment made under, from the execution, delivery, performance, enforcement or registration of, from the receipt or perfection of a security interest under, or otherwise with respect to, any Loan Document, except any such Taxes that are Other Connection Taxes imposed with respect to an assignment (other than an assignment made pursuant to **Section 3.6**).

“**Outstanding Amount**” means (a) with respect to the Revolving Credit Loans, the Term Loans and the Swing Line Loans on any date, the aggregate outstanding principal amount thereof after giving effect to any borrowings and prepayments or repayments of Revolving Credit Loans, Term Loans and Swing Line Loans, as the case may be, occurring on such date, and (b) with respect to any L/C Obligations on any date, the amount of such L/C Obligations on such date after giving effect to any L/C Credit Extension occurring on such date and any other changes in the aggregate amount of the L/C Obligations as of such date, including as a result of any reimbursements by Borrowers of Unreimbursed Amounts.

**“Owned Real Estate Support Documents”** means, with respect to any real property which is owned by Borrowers or their Subsidiaries in fee simple, such mortgagee title insurance policies (in amounts and with endorsements reasonably acceptable to Administrative Agent), surveys, environmental assessment reports, environmental questionnaires, flood hazard certifications, evidence of flood insurance, in each case, if required, and other mortgage-related documents as Administrative Agent may reasonably request, in each case in form and substance reasonably satisfactory to Administrative Agent.

**“Ownership Appreciation Plan”** means the Laser Spine Institute, LLC Amended and Restated 2008 Ownership Appreciation Plan, as in effect on the Closing Date.

**“Parent”** means LSI Holdco LLC, a Delaware limited liability company.

**“Participant”** means any Person (other than a natural Person, a Defaulting Lender, or any Borrower or any of Borrower’s Affiliates or Subsidiaries or any other Obligated Party) to which a participation is sold by any Lender in all or a portion of such Lender’s rights and/or obligations under this Agreement (including all or a portion of its Commitment and/or the Loans owing to it).

**“Participant Register”** means a register in the United States on which each Lender that sells a participation enters the name and address of each Participant and the principal amounts (and stated interest) of each Participant’s interest in the Loans or other obligations under the Loan Documents.

**“Patriot Act”** means the Uniting and Strengthening America by Providing Appropriate Tools to Intercept and Obstruct Terrorism Act of 2001 (Title III of Pub. L. 107-56, signed into law October 26, 2001).

**“Payment Date”** means (a) in respect of each Base Rate Portion, the first day of each and every calendar quarter during the term of this Agreement and the Maturity Date, and (b) in respect of each LIBOR Portion, the last day of each Interest Period applicable to such LIBOR Portion (or the day that is three months after the first day of such Interest Period if such Interest Period has a length of more than three (3) months) and the Maturity Date.

**“PBGC”** means the Pension Benefit Guaranty Corporation or any entity succeeding to all or any of its functions under ERISA.

**“Permitted Liens”** means those Liens permitted by *Section 8.2*.

**“Permitted Other Distributions”** means distributions on account of Parent’s equity interests if after giving pro forma effect to the distribution (i) no Default exists or will exist, (ii) Borrowers have Revolving Credit Availability of at least \$5,000,000 (not including the Cash Reserve Account), (iii) the Leverage Ratio is less than 1.00 to 1.0, and (iv) the Debt Service Coverage Ratio is greater than 1.50 to 1.0.

**“Permitted Tax Distributions”** means distributions to enable Parent to pay to its members an amount calculated pursuant to Section 6.3(c) of the limited liability company agreement of Parent as in effect on the Closing Date.

**“Person”** means any individual, corporation, limited liability company, business trust, association, company, partnership, joint venture, Governmental Authority, or other entity, and shall include such Person’s heirs, administrators, personal representatives, executors, successors and assigns.

**“Plan”** means any employee benefit or other plan, other than a Multiemployer Plan, established or maintained by, or for which there is an obligation to make contributions by or there is any liability,

contingent or otherwise with respect to any Borrower or any ERISA Affiliate and which is covered by Title IV of ERISA or subject to *Section 412* of the Code.

“**Platform**” means Debt Domain, Intralinks, Syndtrak or a substantially similar electronic transmission system.

“**Portion**” means any principal amount of any Loan bearing interest based upon the Base Rate or Adjusted LIBOR.

“**PPACA**” means the Patient Protection and Affordable Care Act, Pub. L. 111-148, (2010), as amended by P.L. 111-152 (2010).

“**Prime Rate**” means the rate of interest per annum publicly announced from time to time by Texas Capital Bank as its prime rate in effect at its Principal Office; each change in the Prime Rate shall be effective from and including the date such change is publicly announced as being effective. Such rate is set by Texas Capital Bank as a general reference rate of interest, taking into account such factors as Texas Capital Bank may deem appropriate; it being understood that many of Texas Capital Bank’s commercial or other loans are priced in relation to such rate, that it is not necessarily the lowest or best rate actually charged to any customer and that Texas Capital Bank may make various commercial or other loans at rates of interest having no relationship to such rate.

“**Principal Office**” means the principal office of Administrative Agent, presently located at the address set forth on *Schedule 12.11*.

“**Prohibited Transaction**” means, with respect to a Plan, any transaction set forth in *Section 406* of ERISA or *Section 4975* of the Code.

“**Property**” of a Person means any and all property, whether real, personal, tangible, intangible or mixed, of such Person, or any other assets owned, operated or leased by such Person.

“**Recipient**” means Administrative Agent, L/C Issuer, Swing Line Lender, and any Lender, as applicable.

“**Register**” means a register for the recordation of the names and addresses of Lenders, and the Commitments of, and principal amounts of the Loans owing to, each Lender pursuant to the terms hereof from time to time.

“**Related Indebtedness**” means any and all indebtedness paid or payable by Borrowers to Administrative Agent or any Lender pursuant to any Loan Document other than any Note.

“**Related Parties**” means, with respect to any Person, such Person’s Affiliates and the partners, directors, officers, employees, trustees, administrators and managers of such Person and of such Person’s Affiliates.

“**Release**” means, as to any Person, any release, spill, emission, leaking, pumping, injection, deposit, disposal, disbursement, leaching, or migration of Hazardous Materials into the indoor or outdoor environment or into or out of property owned by such Person, including, without limitation, the movement of Hazardous Materials through or in the air, soil, surface water, ground water, or Property.

“**Remedial Action**” means all actions required to (a) clean up, remove, treat, or otherwise address Hazardous Materials in the indoor or outdoor environment, (b) prevent the Release or threat of Release or minimize the further Release of Hazardous Materials so that they do not migrate or endanger or threaten to



endanger public health or welfare or the indoor or outdoor environment, or (c) perform pre-remedial studies and investigations and post-remedial monitoring and care.

**“Removal Effective Date”** has the meaning set forth in *Section 11.6(b)*.

**“Reportable Event”** means any of the events set forth in *Section 4043* of ERISA, other than events for which the thirty-day notice period has been waived.

**“Required Lenders”** means, at any time, Lenders having Total Credit Exposures representing more than 50.1% of the Total Credit Exposures of all Lenders; *provided* that, if one Lender holds more than 50.1% but less than 100% of the Total Credit Exposures at such time, subject to the last sentence of *Section 12.10*, Required Lenders shall be at least two Lenders that are not Affiliates. The Total Credit Exposure of any Defaulting Lender shall be disregarded in determining Required Lenders at any time.

**“Required Revolving Credit Lenders”** means, as of any date of determination, Revolving Credit Lenders holding more than 50.1% of the sum of the (a) the Revolving Credit Exposure of all Revolving Credit Lenders (with the aggregate amount of each Revolving Credit Lender’s risk participation and funded participation in L/C Obligations and Swing Line Loans being deemed “held” by such Revolving Credit Lender for purposes of this definition) and (b) aggregate unused Revolving Credit Commitments; *provided* that, if one Revolving Credit Lender holds more than 50.1% but less than 100% of the sum of the Revolving Credit Exposure and the unused Revolving Credit Commitments at such time, subject to the last sentence of *Section 12.10*, Required Revolving Credit Lenders shall be at least two Revolving Credit Lenders that are not Affiliates. The unused Revolving Credit Commitment of, and the portion of the Revolving Credit Exposure of all Revolving Credit Lenders held or deemed held by, any Defaulting Lender shall be excluded for purposes of making a determination of Required Revolving Credit Lenders.

**“Resignation Effective Date”** has the meaning set forth in *Section 11.6(a)*.

**“Responsible Officer”** means the chief executive officer, president, chief financial officer, secretary, treasurer or any other officer of an Obligated Party or any Person designated by a Responsible Officer to act on behalf of a Responsible Officer; *provided* that such designated Person may not designate any other Person to be a Responsible Officer. With respect to any document delivered hereunder that is signed by a Responsible Officer of an Obligated Party, such Responsible Officer shall be presumed to have acted on behalf of such Obligated Party.

**“Revolving Credit Availability”** means, as of any date, an amount equal to the lesser of (i) the Borrowing Base in effect on such date and (ii) the aggregate amount of the Revolving Credit Commitments of the Revolving Credit Lenders on such date less the Outstanding Amount of Revolving Loans, Swing Line Loans and L/C Obligations.

**“Revolving Credit Borrowing”** means a borrowing consisting of simultaneous Revolving Credit Loans made by each of the Revolving Credit Lenders pursuant to *Section 2.1*.

**“Revolving Credit Borrowing Request”** means a writing, substantially in the form of *Exhibit D*, properly completed and signed by Borrower Representative, requesting a Revolving Credit Borrowing.

**“Revolving Credit Commitment”** means, as to each Revolving Credit Lender, its obligation to (a) make Revolving Credit Loans to Borrowers pursuant to *Section 2.1(a)*, (b) purchase participations in L/C Obligations, and (c) purchase participations in Swing Line Loans, in an aggregate principal amount at any one time outstanding not to exceed the amount set forth opposite such Lender’s name on *Schedule 2.1* under the caption “Revolving Credit Commitment” or opposite such caption in the Assignment and

Assumption pursuant to which such Lender becomes a party hereto, as applicable, as such amount may be adjusted from time to time in accordance with this Agreement.

**“Revolving Credit Exposure”** means, as to any Revolving Credit Lender at any time, the aggregate principal amount at such time of its outstanding Revolving Credit Loans and such Revolving Credit Lender’s participation in L/C Obligations and Swing Line Loans at such time.

**“Revolving Credit Facility”** means, at any time, the aggregate amount of the Revolving Credit Lenders’ Revolving Credit Commitments at such time.

**“Revolving Credit Lender”** means, (a) at any time prior to the termination of the Revolving Credit Commitments, any Lender that has a Revolving Credit Commitment at such time, and (b) at any time after the termination of the Revolving Credit Commitments, any Lender that has Revolving Credit Exposure at such time, and, in each case, shall include Swing Line Lender, as the context may require.

**“Revolving Credit Loan”** has the meaning set forth in *Section 2.1(a)*.

**“Revolving Credit Note”** means a promissory note made by Borrowers in favor of a Revolving Credit Lender evidencing Revolving Credit Loans or Swing Line Loans, as the case may be, made by such Revolving Credit Lender, substantially in the form of *Exhibit E*.

**“RICO”** means the Racketeer Influenced and Corrupt Organization Act of 1970.

**“SDN List”** has the meaning set forth in *Section 6.20*.

**“Secured Parties”** means the collective reference to Administrative Agent, each Lender, L/C Issuer, Swing Line Lender, each Bank Product Provider, and any other Person the Obligations owing to which are, or are purported to be, secured by the Collateral under the terms of the Security Documents.

**“Security Documents”** means each and every Mortgage, security agreement, pledge agreement, mortgage, deed of trust, control agreement or other collateral security agreement required by or delivered to Administrative Agent from time to time that purport to create a Lien in favor of any of the Secured Parties to secure payment or performance of the Obligations or any portion thereof.

**“Solvent”** means, with respect to any Person, as of any date of determination, that the fair value of the assets of such Person (at fair valuation) is, on the date of determination, greater than the total amount of liabilities (including contingent and unliquidated liabilities) of such Person as of such date, that the present fair saleable value of the assets of such Person will, as of such date, be greater than the amount that will be required to pay the probable liability of such Person on its debts as such debts become absolute and matured, and that, as of such date, such Person will be able to pay all liabilities of such Person as such liabilities mature and such Person does not have unreasonably small capital with which to carry on its business. In computing the amount of contingent or unliquidated liabilities at any time, such liabilities will be computed at the amount which, in light of all the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability discounted to present value at rates believed to be reasonable by such Person.

**“Sponsor Group”** means, collectively, EFO Laser Spine Institute, Ltd., SLG LSI Investment, LLC, Dr. James S. St. Louis, MMPERRY HOLDINGS, LLLP, Horne Management, Inc., WH, LLC, Robert P. Grammen, RJPT, Ltd., DBF-LSI, LLC, CTS Equities, LP, RDB Equities, LP, William Horne and any of their respective Affiliates.

**“Statutory Reserve Rate”** means a fraction (expressed as a decimal), the numerator of which is the number one (1) and the denominator of which is the number one (1) minus the aggregate of the maximum reserve percentages (including any marginal, special, emergency or supplemental reserves) expressed as a decimal established by the Board of Governors to which Administrative Agent is subject with respect to the Adjusted LIBOR, for eurocurrency funding (currently referred to as “Eurocurrency liabilities” in Regulation D of the Board of Governors). Such reserve percentages shall include those imposed pursuant to such Regulation D. LIBOR Portions shall be deemed to constitute eurocurrency funding and to be subject to such reserve requirements without benefit of or credit for proration, exemptions or offsets that may be available from time to time to any Lender under such Regulation D or any comparable regulation. The Statutory Reserve Rate shall be adjusted automatically on and as of the effective date of any change in any reserve percentage.

**“Subsidiary”** means (a) any corporation of which at least a majority of the outstanding shares of stock having by the terms thereof ordinary voting power to elect a majority of the board of directors of such corporation (irrespective of whether or not at the time stock of any other class or classes of such corporation shall have or might have voting power by reason of the happening of any contingency) is at the time directly or indirectly owned or controlled by any Borrower or one or more of other Subsidiaries or by any Borrower and one or more of such Subsidiaries, and (b) any other entity (i) of which at least a majority of the ownership, equity or voting interest is at the time directly or indirectly owned or controlled by one or more of Borrowers and other Subsidiaries and (ii) which is treated as a subsidiary in accordance with GAAP.

**“Swap Obligations”** means with respect to any Guarantor any obligation to pay or perform under any agreement, contract or transaction that constitutes a “swap” within the meaning of Section 1a(47) of the Commodity Exchange Act.

**“Swing Line Borrowing”** means a borrowing of a Swing Line Loan pursuant to *Section 2.3*.

**“Swing Line Lender”** means Texas Capital Bank in its capacity as provider of Swing Line Loans, or any successor swing line lender hereunder.

**“Swing Line Loan”** has the meaning set forth in *Section 2.3(a)*.

**“Swing Line Loan Request”** means a writing, substantially in the form of *Exhibit F*, or in such other form agreed to by Borrower Representative and Administrative Agent, properly completed and signed by Borrower Representative, requesting a Swing Line Borrowing.

**“Swing Line Sublimit”** means an amount equal to the lesser of (a) \$5,000,000 and (b) the Revolving Credit Availability. The Swing Line Sublimit is part of, and not in addition to, the Revolving Credit Commitments.

**“Syndicated Borrowing”** means a Revolving Credit Borrowing or the Term Loan Borrowing.

**“Taxes”** means all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

**“Term Loan”** means an advance made by any Term Loan Lender under the Term Loan Facility.

**“Term Loan Borrowing”** means a borrowing consisting of simultaneous Term Loans made by each of the Term Loan Lenders pursuant to *Section 2.1(b)*.

“**Term Loan Borrowing Request**” means a writing, substantially in the form of *Exhibit G*, properly completed and signed by Borrower Representative, requesting a Term Loan Borrowing.

“**Term Loan Commitment**” means, as to each Term Loan Lender prior to the Closing Date, its obligation to make a Term Loan to Borrowers pursuant to *Section 2.1(b)* in an aggregate principal amount at any one time outstanding not to exceed the amount set forth opposite such Term Loan Lender’s name on *Schedule 2.1* under the caption “Term Loan Commitment” or opposite such caption in the Assignment and Assumption pursuant to which such Term Loan Lender becomes a party hereto, as applicable, as such amount may be adjusted from time to time in accordance with this Agreement.

“**Term Loan Facility**” means (a) at any time on or prior to the Closing Date, the aggregate amount of the Term Loan Commitments at such time, and (b) at any time after the Closing Date, the Outstanding Amount of the Term Loans at such time.

“**Term Loan Lender**” means (a) at any time on or prior to the Closing Date, any Lender that has a Term Loan Commitment at such time and (b) at any time after the Closing Date, any Lender that holds a Term Loan at such time.

“**Term Loan Notes**” means the promissory notes of Borrowers payable to the order of each Term Loan Lender evidencing the Term Loan made by such Term Loan Lender, in substantially the form of *Exhibit H*.

“**Texas Capital Bank**” means Texas Capital Bank, National Association, a national banking association, and its successors and assigns.

“**Total Credit Exposure**” means, as to any Lender at any time, the unused Commitments, Revolving Credit Exposure and Outstanding Amount of the Term Loan of such Lender at such time.

“**TRICARE**” means the United States Department of Defense health care program for uniformed service families (including TRICARE Prime, TRICARE Extra and TRICARE Standard), and any successor or predecessor thereof.

“**Type**” means, with respect to a Portion, its character as a LIBOR Portion or a Base Rate Portion.

“**UCC**” means Chapters 1 through 11 of the Texas Business and Commerce Code.

“**Unfinanced Capital Expenditures**” means, for the prior twelve-month period, all Capital Expenditures other than those made utilizing financing provided by the applicable seller or third party lenders or fundings under the Revolving Credit Facility. For the avoidance of doubt, Capital Expenditures made by utilizing Revolving Credit Loans shall not be deemed Unfinanced Capital Expenditures.

“**Unfunded Pension Liability**” means the excess, if any, of (a) the funding target as defined under *Section 430(d)* of the Code without regard to the special at-risk rules of *Section 430(i)* of the Code, over (b) the value of plan assets as defined under *Section 430(g)(3)(A)* of the Code determined as of the last day of each calendar year, without regard to the averaging which may be allowed under *Section 310(g)(3)(B)* of the Code and reduced for any prefunding balance or funding standard carryover balance as defined and provided for in *Section 430(f)* of the Code.

“**Unreimbursed Amount**” has the meaning set forth in *Section 2.2(c)(i)*.

“**U.S. Person**” means any Person that is a “United States Person” as defined in *Section 7701(a)(30)* of the Code.

“*U.S. Tax Compliance Certificate*” has the meaning specified in *Section 3.4(g)(ii)(B)(3)*.

“*Withholding Agent*” means each of each Borrower and Administrative Agent.

Section 1.2     **Accounting Matters.**

(a)     **Generally.** All accounting terms not specifically or completely defined herein shall be construed in conformity with, and all financial data (including financial ratios and other financial calculations) required to be submitted pursuant to this Agreement shall be prepared in conformity with, GAAP applied on a consistent basis, as in effect from time to time, applied in a manner consistent with that used in preparing the audited financial statements described in *Section 6.2*, except as otherwise specifically prescribed herein. Notwithstanding the foregoing, for purposes of determining compliance with any covenant (including the computation of any financial covenant) contained herein, Debt of Borrowers and their Subsidiaries shall be deemed to be carried at 100% of the outstanding principal amount thereof, and the effects of FASB ASC 825 on financial liabilities shall be disregarded.

(b)     **Changes in GAAP.** If at any time any change in GAAP would affect the computation of any financial ratio or requirement set forth herein, and either Borrower Representative or the Required Lenders shall so request, Administrative Agent, Lenders and Borrower Representative shall negotiate in good faith to amend such ratio or requirement to preserve the original intent thereof in light of such change in GAAP (subject to the approval of the Required Lenders); *provided* that, until so amended, (A) such ratio or requirement shall continue to be computed in accordance with GAAP prior to such change therein and (B) Borrower Representative shall provide to Administrative Agent and Lenders financial statements and other documents required under this Agreement or as reasonably requested hereunder setting forth a reconciliation between calculations of such ratio or requirement made before and after giving effect to such change in GAAP.

Section 1.3     **ERISA Matters.** If, after the date hereof, there shall occur, with respect to ERISA, the adoption of any applicable law, rule, or regulation, or any change therein, or any change in the interpretation or administration thereof by the PBGC or any other Governmental Authority, then either Borrower Representative or Required Lenders may request a modification to this Agreement solely to preserve the original intent of this Agreement with respect to the provisions hereof applicable to ERISA, and the parties to this Agreement shall negotiate in good faith to complete such modification.

Section 1.4     **Letter of Credit Amounts.** Unless otherwise specified herein, the amount of a Letter of Credit at any time shall be deemed to be the stated amount of such Letter of Credit in effect at such time; *provided, however*, that with respect to any Letter of Credit that, by its terms or the terms of any Issuer Document related thereto, provides for one or more automatic increases in the stated amount thereof, the amount of such Letter of Credit shall be deemed to be the maximum stated amount of such Letter of Credit after giving effect to all such increases, whether or not such maximum stated amount is in effect at such time.

Section 1.5     **Other Definitional Provisions.** All definitions contained in this Agreement are equally applicable to the singular and plural forms of the terms defined. The words “hereof”, “herein”, and “hereunder” and words of similar import referring to this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. Unless otherwise specified, all references in a Loan Document to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, the Loan Document in which such references appear. Terms used herein that are defined in the UCC, unless otherwise defined herein, shall have the meanings specified in the UCC. Any definition of or reference to any agreement, instrument or other document shall be construed as

referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein or in any other Loan Document). Any reference to any law shall include all statutory and regulatory provisions consolidating, amending, replacing or interpreting such law and any reference to any law or regulation shall, unless otherwise specified, refer to such law or regulation as amended, modified or supplemented from time to time. Words denoting gender shall be construed to include the masculine, feminine and neuter, when such construction is appropriate; and specific enumeration shall not exclude the general but shall be construed as cumulative; the word “*or*” is not exclusive; the word “*including*” (in its various forms) means “*including, without limitation*”; in the computation of periods of time, the word “*from*” means “*from and including*” and the words “*to*” and “*until*” mean “*to but excluding*”; and all references to money refer to the legal currency of the United States of America.

Section 1.6 **Interpretative Provision.** For purposes of *Section 10.1*, a breach of a financial covenant contained in *Article 9* shall be deemed to have occurred as of the last date of any specified measurement period, regardless of when the financial statements or the Compliance Certificate reflecting such breach are delivered to Administrative Agent.

Section 1.7 **Times of Day.** Unless otherwise specified, all references herein to times of day shall be references to U.S. central time (daylight or standard, as applicable).

Section 1.8 **Other Loan Documents.** The other Loan Documents, including the Security Documents, contain representations, warranties, covenants, defaults and other provisions that are in addition to and not limited by, or a limitation of, similar provisions of this Agreement. Such provisions in such other Loan Documents may be different or more expansive than similar provisions of this Agreement and neither such differences nor such more expansive provisions shall be construed as a conflict. However, in the event of any conflict between the terms of this Agreement and those of any other Loan Document, the terms of this Agreement shall govern and control.

Section 1.9 **Schedules.** A disclosure made in the Schedules pursuant to a particular section in this Agreement is deemed to have been made for all sections to which such disclosure relates or is required. The inclusion of any item on a Schedule as an exception to a representation, warranty or covenant of any Borrower shall not be deemed an admission by such Borrower that such item represents a material exception or fact, event or circumstance or that such item is reasonably likely to be material or result in or constitute a Material Adverse Event. Nothing in the Schedules shall constitute an admission of any liability or obligation of any Borrower to any third party, nor an admission to any third party against any interests of any Borrower.

Section 1.10 **Borrower Representative.** Each Borrower hereby designates LSI as its representative and agent on its behalf (in such capacity, the “*Borrower Representative*”) for the purposes of selecting interest rate options, giving instructions with respect to disbursement of the proceeds of any Loan, giving, receiving, accepting and rejecting all notices, certificates, consents and other communications hereunder or under any of the other Loan Documents and taking all other actions (including in respect of compliance with covenants) on behalf of any Borrower or Borrowers under the Loan Documents; *provided, however*, that any amounts paid by the Borrower Representative on behalf of another Borrower shall be deemed a payment by such other Borrower. LSI hereby accepts such appointment. Notwithstanding anything to the contrary contained in this Agreement, no Borrower other than the Borrower Representative shall be entitled to take any of the foregoing actions. Administrative Agent and each Lender may regard any notice or other communication pursuant to any Loan Document from the Borrower Representative as a notice or communication from all Borrowers, and may give any notice or communication required or permitted to be given to any Borrower or all Borrowers hereunder to the Borrower Representative on behalf of such Borrower or all Borrowers. Each Borrower agrees that each notice, election, representation and warranty, covenant, agreement and undertaking made on its behalf by the Borrower Representative shall

be deemed for all purposes to have been made by such Borrower and shall be binding upon and enforceable against such Borrower to the same extent as if the same had been made directly by such Borrower.

## ARTICLE 2

### THE COMMITMENTS AND CREDIT EXTENSIONS

#### Section 2.1 The Loans.

(a) **Revolving Credit Borrowings.** Subject to the terms and conditions of this Agreement, each Revolving Credit Lender severally agrees to make one or more revolving credit loans (each such loan, a “*Revolving Credit Loan*”) to Borrowers from time to time from the Closing Date until the Maturity Date for the Revolving Credit Facility in an aggregate principal amount for such Revolving Credit Lender at any time outstanding up to but not exceeding the amount of such Revolving Credit Lender’s Revolving Credit Commitment, *provided* that the Revolving Credit Exposure of all Revolving Credit Lenders shall not exceed the lesser of (i) the aggregate amount of the Revolving Credit Commitments of the Revolving Credit Lenders and (ii) the Borrowing Base. Subject to the foregoing limitations, and the other terms and provisions of this Agreement, Borrowers may borrow, repay, and reborrow Revolving Credit Loans hereunder.

(b) **Term Loan Borrowing.** Subject to the terms and conditions of this Agreement, each Term Loan Lender severally agrees to make, on the Closing Date a single Term Loan to Borrowers in an amount not to exceed such Term Loan Lender’s Term Loan Commitment. The Term Loan Commitment of each Term Loan Lender shall automatically terminate immediately after the Term Loan Borrowing occurs on the Closing Date. Borrowers may not borrow, repay, and reborrow the Term Loans.

(c) **Borrowing Procedure.** Each Syndicated Borrowing, each conversion of a Portion from one Type to the other, and each continuation of a LIBOR Portion shall be made upon Borrower Representative’s irrevocable notice to Administrative Agent, which may be given by telephone. Each such notice must be received by Administrative Agent not later than 11:00 a.m. (i) three (3) Business Days prior to the requested date of any Borrowing of, conversion to or continuation of a LIBOR Portion or of any conversion of a LIBOR Portion to a Base Rate Portion, and (ii) on the requested date of any Borrowing of a Base Rate Portion. Each telephonic notice by Borrower Representative pursuant to this *Section 2.1(c)* must be confirmed promptly by delivery to Administrative Agent of a written Borrowing Request, appropriately completed and signed by a Responsible Officer of Borrower Representative. Each Borrowing of, conversion to or continuation of a LIBOR Portion shall be in a principal amount of \$1,000,000 or a whole multiple of \$200,000 in excess thereof. Except as provided in *Sections 2.2(c)* and *2.3(c)*, each Borrowing of or conversion to a Base Rate Portion shall be in a principal amount of \$250,000 or a whole multiple of \$50,000 in excess thereof; *provided* that a Base Rate Portion may be in an amount equal to the Revolving Credit Availability. Each Borrowing Request (whether telephonic or written) shall specify (i) whether Borrower Representative is requesting a Syndicated Borrowing, a conversion of Portions from one Type to the other, or a continuation of Portions, (ii) the requested date of the Borrowing, conversion or continuation, as the case may be (which shall be a Business Day), (iii) the principal amount of Portions to be borrowed, converted or continued, (iv) the Type of Portions to be borrowed or to which existing Portions are to be converted, and (v) if applicable, the duration of the Interest Period with respect thereto. If Borrower Representative fails to specify a Type of Portion in a Borrowing Request or if Borrower Representative fails to give a timely notice requesting a conversion or continuation, then the applicable Portions shall be made as, or converted to, Base Rate Portions. Any such automatic conversion to Base Rate Portions shall be effective as

of the last day of the Interest Period then in effect with respect to the applicable LIBOR Portions. If Borrower Representative requests a Borrowing of, conversion to, or continuation of a LIBOR Portion in any such Borrowing Request, but fails to specify an Interest Period, it will be deemed to have specified an Interest Period of one (1) month.

(d) **Funding.** Following receipt of a Borrowing Request, Administrative Agent shall promptly notify each Lender of the amount of its Applicable Percentage of the applicable Portions, and if no timely notice of a conversion or continuation is provided by Borrower Representative, Administrative Agent shall notify each Lender of the details of any automatic conversion to Base Rate Portions as described in *Section 2.1(c)*. In the case of a Syndicated Borrowing, each Lender shall make the amount of its Loan available to Administrative Agent in immediately available funds at Administrative Agent's Principal Office not later than 1:00 p.m. on the Business Day specified in the applicable Borrowing Request. Upon satisfaction of the applicable conditions set forth in *Section 5.2* (and, if such Borrowing is the initial Credit Extension, *Section 5.1*), Administrative Agent shall make all funds so received available to Borrowers in like funds as received by Administrative Agent either by (i) crediting the account of Borrowers on the books of Texas Capital Bank with the amount of such funds or (ii) wire transfer of such funds, in each case in accordance with instructions provided to (and reasonably acceptable to) Administrative Agent by Borrower Representative; *provided, however*, that if, on the date the Borrowing Request with respect to such Borrowing is given by Borrower Representative, there are L/C Borrowings outstanding, then the proceeds of such Borrowing, *first*, shall be applied to the payment in full of any such L/C Borrowings, and *second*, shall be made available to Borrowers as provided above.

(e) **Continuations and Conversions.** Except as otherwise provided herein, a LIBOR Portion may be continued or converted only on the last day of an Interest Period for such LIBOR Portion. During the existence of an Event of Default, (i) no Loans may be requested as, converted to or continued as LIBOR Portions without the consent of the Required Lenders and (ii) unless repaid, each LIBOR Portion shall be converted to a Base Rate Portion at the end of the Interest Period applicable thereto.

(f) **Notifications.** Administrative Agent shall promptly notify Borrower Representative and Lenders of the interest rate applicable to any Interest Period for LIBOR Portions upon determination of such interest rate. At any time that Base Rate Portions are outstanding, Administrative Agent shall notify Borrower Representative and Lenders of any change in Texas Capital Bank's prime rate used in determining the Base Rate promptly following the public announcement of such change.

(g) **Interest Periods.** After giving effect to all Borrowings, all conversions of Portions from one Type to the other, and all continuations of Portions as the same Type, there shall not be more than six (6) Interest Periods in effect with respect to LIBOR Portions.

## Section 2.2 **Letters of Credit.**

### (a) **The Letter of Credit Commitment.**

(i) Subject to the terms and conditions set forth herein, (A) L/C Issuer agrees, in reliance upon the agreements of Revolving Credit Lenders set forth in this *Section 2.2*, (1) from time to time on any Business Day during the period from the Closing Date until the Letter of Credit Expiration Date, to issue Letters of Credit for the account of Borrowers or their Subsidiaries, and to amend or extend Letters of Credit previously issued by it, in accordance with *subsection (b)* below, and (2) to honor drawings under the Letters of



Credit; and (B) Revolving Credit Lenders severally agree to participate in Letters of Credit issued for the account of Borrowers or their Subsidiaries and any drawings thereunder; *provided* that after giving effect to any L/C Credit Extension with respect to any Letter of Credit, (x) the Revolving Credit Exposure of all Revolving Credit Lenders shall not exceed the lesser of the aggregate amount of the Revolving Credit Commitments of the Revolving Credit Lenders and the Borrowing Base at such time, (y) the Revolving Credit Exposure of any Revolving Credit Lender shall not exceed such Revolving Credit Lender's Revolving Credit Commitment, and (z) the Outstanding Amount of the L/C Obligations shall not exceed the Letter of Credit Sublimit. Each request by Borrower Representative for the issuance or amendment of a Letter of Credit shall be deemed to be a representation by Borrower Representative that the L/C Credit Extension so requested complies with the conditions set forth in the proviso to the preceding sentence. Within the foregoing limits, and subject to the terms and conditions hereof, Borrowers' ability to obtain Letters of Credit shall be fully revolving, and accordingly Borrowers may, during the foregoing period, obtain Letters of Credit to replace Letters of Credit that have expired (or been terminated) or that have been drawn upon and reimbursed.

(ii) L/C Issuer shall not issue any Letter of Credit, if:

(A) subject to **Section 2.2(b)(iii)** the expiry date of the requested Letter of Credit would occur more than twelve (12) months after the date of issuance or last extension, unless Required Revolving Credit Lenders have approved such expiry date; or

(B) the expiry date of the requested Letter of Credit would occur after the Letter of Credit Expiration Date, unless all Revolving Credit Lenders have approved such expiry date.

(iii) L/C Issuer shall not be under any obligation to issue any Letter of Credit if:

(A) any order, judgment or decree of any Governmental Authority or arbitrator shall by its terms purport to enjoin or restrain L/C Issuer from issuing the Letter of Credit, or any Law applicable to L/C Issuer or any request or directive (whether or not having the force of law) from any Governmental Authority with jurisdiction over L/C Issuer shall prohibit, or request that L/C Issuer refrain from, the issuance of letters of credit generally or the Letter of Credit in particular or shall impose upon L/C Issuer with respect to the Letter of Credit any restriction, reserve or capital requirement (for which L/C Issuer is not otherwise compensated hereunder) not in effect on the Closing Date, or shall impose upon L/C Issuer any unreimbursed loss, cost or expense which was not applicable on the Closing Date and which L/C Issuer in good faith deems material to it;

(B) the issuance of the Letter of Credit would violate one or more policies of L/C Issuer applicable to letters of credit generally;

(C) except as otherwise agreed by Administrative Agent and L/C Issuer, the Letter of Credit is in an initial stated amount less than \$50,000, in the case of a commercial Letter of Credit, or \$100,000, in the case of a standby Letter of Credit;

(D) the Letter of Credit is to be denominated in a currency other than Dollars;

(E) any Revolving Credit Lender is at that time a Defaulting Lender, unless L/C Issuer has entered into arrangements, including the delivery of Cash Collateral, satisfactory to L/C Issuer (in its sole discretion) with Borrower Representative or such Revolving Credit Lender to eliminate L/C Issuer's actual or potential Fronting Exposure (after giving effect to *Section 12.22(a)(iv)*) with respect to the Defaulting Lender arising from either the Letter of Credit then proposed to be issued or that Letter of Credit and all other L/C Obligations as to which L/C Issuer has actual or potential Fronting Exposure, as it may elect in its sole discretion; or

(F) the Letter of Credit contains any provisions for automatic reinstatement of the stated amount after any drawing thereunder.

(iv) L/C Issuer shall not amend any Letter of Credit if L/C Issuer would not be permitted at such time to issue the Letter of Credit in its amended form under the terms hereof.

(v) L/C Issuer shall be under no obligation to amend any Letter of Credit if (A) L/C Issuer would have no obligation at such time to issue the Letter of Credit in its amended form under the terms hereof, or (B) the beneficiary of the Letter of Credit does not accept the proposed amendment to the Letter of Credit.

(vi) L/C Issuer shall act on behalf of Revolving Credit Lenders with respect to any Letters of Credit issued by it and the documents associated therewith, and L/C Issuer shall have all of the benefits and immunities (A) provided to Administrative Agent in *Article 11* with respect to any acts taken or omissions suffered by L/C Issuer in connection with Letters of Credit issued by it or proposed to be issued by it and Issuer Documents pertaining to such Letters of Credit as fully as if the term "Administrative Agent" as used in *Article 11* included L/C Issuer with respect to such acts or omissions, and (B) as additionally provided herein with respect to L/C Issuer.

**(b) Procedures for Issuance and Amendment of Letters of Credit; Auto-Extension Letters of Credit.**

(i) Each Letter of Credit shall be issued or amended, as the case may be, upon the request of Borrower Representative delivered to L/C Issuer (with a copy to Administrative Agent) in the form of a Letter of Credit Application, appropriately completed and signed by a Responsible Officer of Borrower Representative. Such Letter of Credit Application may be sent by facsimile, by United States mail, by overnight courier, by electronic transmission using the system provided by L/C Issuer, by personal delivery or by any other means acceptable to L/C Issuer. Such Letter of Credit Application must be received by L/C Issuer and Administrative Agent not later than 11:00 a.m. at least two (2) Business Days (or such later date and time as Administrative Agent and L/C Issuer may agree in a particular instance in their sole discretion) prior to the proposed issuance date or date of amendment, as the case may be. In the case of a request for an initial issuance of a Letter of Credit, such Letter of Credit Application shall specify in form and detail satisfactory to L/C Issuer: (A) the proposed issuance date of the requested Letter of Credit (which shall be a Business Day); (B) the amount thereof; (C) the expiry date thereof;

(D) the name and address of the beneficiary thereof; (E) the documents to be presented by such beneficiary in case of any drawing thereunder; (F) the full text of any certificate to be presented by such beneficiary in case of any drawing thereunder; (G) the general purpose and nature of the requested Letter of Credit; and (H) such other matters as L/C Issuer may reasonably require. In the case of a request for an amendment of any outstanding Letter of Credit, such Letter of Credit Application shall specify in form and detail satisfactory to L/C Issuer (A) the Letter of Credit to be amended; (B) the proposed date of amendment thereof (which shall be a Business Day); (C) the general nature of the proposed amendment; and (D) such other matters as L/C Issuer may reasonably require. Additionally, Borrower Representative shall furnish to L/C Issuer and Administrative Agent such other documents and information pertaining to such requested Letter of Credit issuance or amendment, including any Issuer Documents, as L/C Issuer or Administrative Agent may reasonably require.

(ii) Promptly after receipt of any Letter of Credit Application, L/C Issuer will confirm with Administrative Agent (by telephone or in writing) that Administrative Agent has received a copy of such Letter of Credit Application from Borrower Representative and, if not, L/C Issuer will provide Administrative Agent with a copy thereof. Unless L/C Issuer has received written notice from any Revolving Credit Lender, Administrative Agent or any Obligated Party, at least one (1) Business Day prior to the requested date of issuance or amendment of the applicable Letter of Credit, that one or more applicable conditions contained in **Article 5** shall not then be satisfied, then, subject to the terms and conditions hereof, L/C Issuer shall, on the requested date, issue a Letter of Credit for the account of Borrowers (or the applicable Subsidiary) or enter into the applicable amendment, as the case may be, in each case in accordance with L/C Issuer's usual and customary business practices in effect at such time. Immediately upon the issuance of each Letter of Credit, each Revolving Credit Lender shall be deemed to, and hereby irrevocably and unconditionally agrees to, purchase from L/C Issuer a risk participation in such Letter of Credit in an amount equal to the product of such Revolving Credit Lender's Applicable Percentage times the amount of such Letter of Credit.

(iii) If Borrower Representative so requests in any applicable Letter of Credit Application, L/C Issuer may, in its sole discretion, agree to issue an Auto-Extension Letter of Credit; *provided* that any such Auto-Extension Letter of Credit must permit L/C Issuer to prevent any such extension at least once in each twelve (12) -month period (commencing with the date of issuance of such Letter of Credit) by giving prior notice to the beneficiary thereof not later than a day (the "**Non-Extension Notice Date**") in each such twelve (12) month period to be agreed upon at the time such Letter of Credit is issued. Unless otherwise directed by L/C Issuer, Borrower Representative shall not be required to make a specific request to L/C Issuer for any such extension. Once an Auto-Extension Letter of Credit has been issued, Lenders shall be deemed to have authorized (but may not require) L/C Issuer to permit the extension of such Letter of Credit at any time to an expiry date not later than the Letter of Credit Expiration Date; *provided*, however, that L/C Issuer shall not permit any such extension (and the terms of the Auto-Extension Letter of Credit may permit L/C Issuer to refuse to extend such Letter of Credit) if (A) L/C Issuer has determined that it would not be permitted, or would have no obligation, at such time to issue such Letter of Credit in its revised form (as extended) under the terms hereof (by reason of the provisions of **clause (ii)** or **(iii)** of **Section 2.2(a)** or otherwise), or (B) it has received notice (which may be by telephone or in writing) on or before the day that is seven (7) Business Days before the Non-Extension Notice Date (1) from Administrative Agent that Required Revolving Credit Lenders have elected not to permit such extension or (2) from

Administrative Agent, any Revolving Credit Lender or Borrower Representative that one or more of the applicable conditions specified in **Section 5.2** is not then satisfied, and in each such case directing L/C Issuer not to permit such extension.

(iv) Promptly after its delivery of any Letter of Credit or any amendment to a Letter of Credit to an advising bank with respect thereto or to the beneficiary thereof, L/C Issuer will also deliver to Borrower Representative and Administrative Agent a true and complete copy of such Letter of Credit or amendment.

(c) **Drawings and Reimbursements; Funding of Participations.**

(i) Upon receipt from the beneficiary of any Letter of Credit of any notice of a drawing under such Letter of Credit, L/C Issuer shall notify Borrower Representative and Administrative Agent thereof. Not later than 11:00 a.m. on the date of any payment by L/C Issuer under a Letter of Credit (each such date, an “**Honor Date**”), Borrowers shall reimburse L/C Issuer through Administrative Agent in an amount equal to the amount of such drawing. If Borrowers fail to so reimburse L/C Issuer by such time, Administrative Agent shall promptly notify each Revolving Credit Lender of the Honor Date, the amount of the unreimbursed drawing (the “**Unreimbursed Amount**”), and the amount of such Revolving Credit Lender’s Applicable Percentage thereof. In such event, Borrowers shall be deemed to have requested a Revolving Credit Borrowing to be disbursed on the Honor Date in an amount equal to the Unreimbursed Amount, subject to the amount of the unutilized portion of the Revolving Credit Commitments and the conditions set forth in **Section 5.2** (other than the delivery of a Revolving Credit Borrowing Request). Any notice given by L/C Issuer or Administrative Agent pursuant to this **Section 2.2(c)(i)** may be given by telephone if immediately confirmed in writing; *provided* that the lack of such an immediate confirmation shall not affect the conclusiveness or binding effect of such notice.

(ii) Each Revolving Credit Lender shall upon any notice pursuant to **Section 2.2(c)(i)** make funds available (and Administrative Agent may apply Cash Collateral provided for this purpose) for the account of L/C Issuer at Administrative Agent’s Principal Office in an amount equal to its Applicable Percentage of the Unreimbursed Amount not later than 1:00 p.m. on the Business Day specified in such notice by Administrative Agent, whereupon, subject to the provisions of **Section 2.2(c)(iii)**, each Revolving Credit Lender that so makes funds available shall be deemed to have made a Revolving Credit Loan (or, if the conditions set forth in Section 5.2 are not satisfied, an L/C Borrowing as further described in clause (iii) below) to Borrowers in such amount. Administrative Agent shall remit the funds so received to L/C Issuer.

(iii) With respect to any Unreimbursed Amount that is not fully refinanced by a Revolving Credit Borrowing because the conditions set forth in **Section 5.2** cannot be satisfied or for any other reason, Borrowers shall be deemed to have incurred from L/C Issuer an L/C Borrowing in the amount of the Unreimbursed Amount that is not so refinanced, which L/C Borrowing shall be due and payable on written demand (together with interest) and shall bear interest at the Default Interest Rate. In such event, each Revolving Credit Lender’s payment to Administrative Agent for the account of L/C Issuer pursuant to **Section 2.2(c)(ii)** shall be deemed payment in respect of its participation in such L/C Borrowing and shall constitute an L/C Advance from such Revolving Credit Lender in satisfaction of its participation obligation under this **Section 2.2**.

(iv) Until each Revolving Credit Lender funds its Revolving Credit Loan or L/C Advance pursuant to this **Section 2.2(c)** to reimburse L/C Issuer for any amount drawn under any Letter of Credit, interest in respect of such Revolving Credit Lender's Applicable Percentage of such amount shall be solely for the account of L/C Issuer.

(v) Each Revolving Credit Lender's obligation to make Revolving Credit Loans or L/C Advances to reimburse L/C Issuer for amounts drawn under Letters of Credit, as contemplated by this **Section 2.2(c)**, shall be absolute and unconditional and shall not be affected by any circumstance, including (A) any setoff, counterclaim, recoupment, defense or other right which such Revolving Credit Lender may have against L/C Issuer, Borrowers or any other Person for any reason whatsoever; (B) the occurrence or continuance of a Default, or (C) any other occurrence, event or condition, whether or not similar to any of the foregoing; *provided, however*, that each Revolving Credit Lender's obligation to make Revolving Credit Loans (but not its obligation to fund its pro rata share of L/C Advances) pursuant to this **Section 2.2(c)** is subject to the conditions set forth in **Section 5.2** (other than delivery by Borrower Representative of a Revolving Credit Borrowing Request). No such making of an L/C Advance shall relieve or otherwise impair the obligation of Borrowers to reimburse L/C Issuer for the amount of any payment made by L/C Issuer under any Letter of Credit, together with interest as provided herein.

(vi) If any Revolving Credit Lender fails to make available to Administrative Agent for the account of L/C Issuer any amount required to be paid by such Revolving Credit Lender pursuant to the foregoing provisions of this **Section 2.2(c)** by the time specified in **Section 2.2(c)(ii)**, then, without limiting the other provisions of this Agreement, L/C Issuer shall be entitled to recover from such Revolving Credit Lender (acting through Administrative Agent), on demand, such amount with interest thereon for the period from the date such payment is required to the date on which such payment is immediately available to L/C Issuer at a rate per annum equal to the greater of the Federal Funds Rate and a rate determined by L/C Issuer in accordance with banking industry rules on interbank compensation, plus any administrative, processing or similar fees customarily charged by L/C Issuer in connection with the foregoing. If such Revolving Credit Lender pays such amount (with interest and fees as aforesaid), the amount so paid shall constitute such Revolving Credit Lender's Revolving Credit Loan included in the relevant Revolving Credit Borrowing or L/C Advance in respect of the relevant L/C Borrowing, as the case may be. A certificate of L/C Issuer submitted to any Revolving Credit Lender (through Administrative Agent) with respect to any amounts owing under this **clause (vi)** shall be conclusive absent manifest error.

**(d) Repayment of Participations.**

(i) At any time after L/C Issuer has made a payment under any Letter of Credit and has received from any Revolving Credit Lender such Revolving Credit Lender's L/C Advance in respect of such payment in accordance with **Section 2.2(c)**, if Administrative Agent receives for the account of L/C Issuer any payment in respect of the related Unreimbursed Amount or interest thereon (whether directly from Borrowers or otherwise, including proceeds of Cash Collateral applied thereto by Administrative Agent), Administrative Agent will distribute to such Revolving Credit Lender its Applicable Percentage thereof in the same funds as those received by Administrative Agent.

(ii) If any payment received by Administrative Agent for the account of L/C Issuer pursuant to **Section 2.2(c)(i)** is required to be returned under any of the

circumstances described in *Section 12.24* (including pursuant to any settlement entered into by L/C Issuer in its discretion), each Revolving Credit Lender shall pay to Administrative Agent for the account of L/C Issuer its Applicable Percentage thereof on demand of Administrative Agent, plus interest thereon from the date of such demand to the date such amount is returned by such Revolving Credit Lender, at a rate per annum equal to the Federal Funds Rate from time to time in effect. The obligations of Revolving Credit Lenders under this *clause* shall survive the payment in full of the Obligations and the termination of this Agreement.

(e) **Obligations Absolute.** The obligation of Borrowers to reimburse L/C Issuer for each drawing under each Letter of Credit and to repay each L/C Borrowing shall be absolute, unconditional and irrevocable, and shall be paid strictly in accordance with the terms of this Agreement under all circumstances, including the following:

(i) any lack of validity or enforceability of such Letter of Credit, this Agreement, or any other Loan Document;

(ii) the existence of any claim, counterclaim, setoff, defense or other right that any Borrower or any Subsidiary may have at any time against any beneficiary or any transferee of such Letter of Credit (or any Person for whom any such beneficiary or any such transferee may be acting), L/C Issuer or any other Person, whether in connection with this Agreement, the transactions contemplated hereby or by such Letter of Credit or any agreement or instrument relating thereto, or any unrelated transaction;

(iii) any draft, demand, certificate or other document presented under such Letter of Credit proving to be forged, fraudulent, invalid or insufficient in any respect or any statement therein being untrue or inaccurate in any respect; or any loss or delay in the transmission or otherwise of any document required in order to make a drawing under such Letter of Credit;

(iv) waiver by L/C Issuer of any requirement that exists for L/C Issuer's protection and not the protection of Borrowers or any waiver by L/C Issuer which does not in fact materially prejudice Borrowers;

(v) honor of a demand for payment presented electronically even if such Letter of Credit requires that demand be in the form of a draft;

(vi) any payment made by L/C Issuer in respect of an otherwise complying item presented after the date specified as the expiration date of, or the date by which documents must be received under such Letter of Credit if presentation after such date is authorized by the UCC or the ISP, as applicable;

(vii) any payment by L/C Issuer under such Letter of Credit against presentation of a draft or certificate that does not strictly comply with the terms of such Letter of Credit; or any payment made by L/C Issuer under such Letter of Credit to any Person purporting to be a trustee in bankruptcy, debtor-in-possession, assignee for the benefit of creditors, liquidator, receiver or other representative of or successor to any beneficiary or any transferee of such Letter of Credit, including any arising in connection with any proceeding under any Debtor Relief Law; or

(viii) any other circumstance or happening whatsoever, whether or not similar to any of the foregoing, including any other circumstance that might otherwise constitute a defense available to, or a discharge of, any Borrower or any Subsidiary.

Borrower Representative shall promptly examine a copy of each Letter of Credit and each amendment thereto that is delivered to it and, in the event of any claim of noncompliance with Borrower Representative's instructions or other irregularity, Borrower Representative will immediately notify L/C Issuer. Borrowers shall be conclusively deemed to have waived any such claim against L/C Issuer and its correspondents unless such notice is given as aforesaid (absent manifest error).

(f) **Role of L/C Issuer.** Each Revolving Credit Lender and each Borrower agree that, in paying any drawing under a Letter of Credit, L/C Issuer shall not have any responsibility to obtain any document (other than any sight draft, certificates and documents expressly required by the Letter of Credit) or to ascertain or inquire as to the validity or accuracy of any such document or the authority of the Person executing or delivering any such document. None of L/C Issuer, Administrative Agent, any of their respective Related Parties nor any correspondent, participant or assignee of L/C Issuer shall be liable to any Revolving Credit Lender for (i) any action taken or omitted in connection herewith at the request or with the approval of Required Revolving Credit Lenders; (ii) any action taken or omitted in the absence of gross negligence or willful misconduct; or (iii) the due execution, effectiveness, validity or enforceability of any document or instrument related to any Letter of Credit or Issuer Document. Each Borrower hereby assumes all risks of the acts or omissions of any beneficiary or transferee with respect to its use of any Letter of Credit; *provided, however*, that this assumption is not intended to, and shall not, preclude such Borrower's pursuing such rights and remedies as it may have against the beneficiary or transferee at law or under any other agreement. None of L/C Issuer, Administrative Agent, any of their respective Related Parties nor any correspondent, participant or assignee of L/C Issuer shall be liable or responsible for any of the matters described in *clauses (i) through (viii) of Section 2.2(e); provided, however*, that anything in such clauses to the contrary notwithstanding, each Borrower may have a claim against L/C Issuer, and L/C Issuer may be liable to such Borrower, to the extent, but only to the extent, of any direct, as opposed to consequential or exemplary, damages suffered by such Borrower which such Borrower proves were caused by L/C Issuer's willful misconduct or gross negligence or L/C Issuer's willful failure to pay under any Letter of Credit after the presentation to it by the beneficiary of a sight draft and certificate(s) strictly complying with the terms and conditions of a Letter of Credit. In furtherance and not in limitation of the foregoing, L/C Issuer may accept documents that appear on their face to be in order, without responsibility for further investigation, regardless of any notice or information to the contrary, and L/C Issuer shall not be responsible for the validity or sufficiency of any instrument transferring or assigning or purporting to transfer or assign a Letter of Credit or the rights or benefits thereunder or proceeds thereof, in whole or in part, which may prove to be invalid or ineffective for any reason. L/C Issuer may send a Letter of Credit or conduct any communication to or from the beneficiary via the Society for Worldwide Interbank Financial Telecommunication ("*SWIFT*") message or overnight courier, or any other commercially reasonable means of communicating with a beneficiary.

(g) **Applicability of ISP; Limitation of Liability.** Unless otherwise expressly agreed by L/C Issuer and Borrower Representative when a Letter of Credit is issued, the rules of the ISP shall apply to each standby Letter of Credit. Notwithstanding the foregoing, L/C Issuer shall not be responsible to Borrowers for, and L/C Issuer's rights and remedies against Borrowers shall not be impaired by, any action or inaction of L/C Issuer required or permitted under any law, order, or practice that is required or permitted to be applied to any Letter of Credit or this Agreement, including the Law or any order of a jurisdiction where L/C Issuer or the beneficiary is located, the

practice stated in the ISP, or in the decisions, opinions, practice statements, or official commentary of the ICC Banking Commission, the Bankers Association for Finance and Trade - International Financial Services Association (BAFT-IFSA), or the Institute of International Banking Law & Practice, whether or not any Letter of Credit or other Issuer Document chooses such law or practice.

(h) **Fronting Fee and Documentary and Processing Charges Payable to L/C Issuer.** Borrowers shall pay directly to L/C Issuer for its own account a fronting fee with respect to each standby Letter of Credit, at the rate per annum separately agreed between Borrowers and L/C Issuer, computed on the daily amount available to be drawn under such Letter of Credit and payable on a quarterly basis in arrears. Such fronting fee shall be due and payable on the first Business Day after the end of each March, June, September and December in respect of the most recently-ended quarterly period (or portion thereof, in the case of the first payment), commencing with the first such date to occur after the issuance of such Letter of Credit, on the Letter of Credit Expiration Date and thereafter on written demand. For purposes of computing the daily amount available to be drawn under any Letter of Credit, the amount of such Letter of Credit shall be determined in accordance with **Section 1.4**. In addition, Borrowers shall pay directly to L/C Issuer for its own account the customary issuance, presentation, amendment and other processing fees, and other standard costs and charges, of L/C Issuer relating to letters of credit as from time to time in effect. Such customary fees and standard costs and charges are due and payable on written demand and are nonrefundable.

(i) **Conflict with Issuer Documents.** In the event of any conflict between the terms hereof and the terms of any Issuer Document, the terms hereof shall control.

(j) **Letters of Credit Issued for Subsidiaries.** Notwithstanding that a Letter of Credit issued or outstanding hereunder is in support of any obligations of, or is for the account of, a Subsidiary, Borrowers shall be obligated to reimburse L/C Issuer hereunder for any and all drawings under such Letter of Credit. Each Borrower hereby acknowledges that the issuance of Letters of Credit for the account of Subsidiaries inures to the benefit of such Borrower, and that such Borrower's business derives substantial benefits from the businesses of such Subsidiaries.

### Section 2.3 **Swing Line Loans.**

(a) **The Swing Line.** Subject to the terms and conditions set forth herein, Swing Line Lender, in reliance upon the agreements of the other Lenders set forth in this **Section 2.3**, shall make loans (each such loan, a "**Swing Line Loan**") to Borrowers from time to time on any Business Day during the period from the Closing Date to the Maturity Date for the Revolving Credit Facility in an aggregate amount not to exceed at any time outstanding the amount of the Swing Line Sublimit, notwithstanding the fact that such Swing Line Loans, when aggregated with the Applicable Percentage of the Outstanding Amount of Revolving Credit Loans and L/C Obligations of the Lender acting as Swing Line Lender, may exceed the amount of such Lender's Commitment; *provided, however*, that (x) after giving effect to any Swing Line Loan, (i) the Revolving Credit Exposure of all Revolving Credit Lenders shall not exceed the lesser of the aggregate amount of the Revolving Credit Commitments of the Revolving Credit Lenders and the Borrowing Base, and (ii) the Revolving Credit Exposure of any Revolving Credit Lender shall not exceed such Revolving Credit Lender's Revolving Credit Commitment, (y) Borrowers shall not use the proceeds of any Swing Line Loan to refinance any outstanding Swing Line Loan, and (z) Swing Line Lender shall not be under any obligation to make any Swing Line Loan if it shall determine (which determination shall be in its sole discretion) that it has, or by such Credit Extension may have, Fronting Exposure. Within the foregoing limits, and subject to the other terms and conditions hereof, Borrowers may borrow under this **Section 2.3**, prepay under **Section 2.9(b)**, and reborrow under this **Section 2.3**.



Each Swing Line Loan shall bear interest as a Base Rate Portion. Immediately upon the making of a Swing Line Loan, each Revolving Credit Lender shall be deemed to, and hereby irrevocably and unconditionally agrees to, purchase from Swing Line Lender a risk participation in such Swing Line Loan in an amount equal to the product of such Revolving Credit Lender's Applicable Percentage times the amount of such Swing Line Loan.

(b) **Borrowing Procedures.** Each Swing Line Borrowing shall be made upon Borrower Representative's irrevocable notice to Swing Line Lender and Administrative Agent, which may be given by telephone. Each such notice must be received by Swing Line Lender and Administrative Agent not later than 1:00 p.m. on the requested borrowing date, and shall specify (i) the amount to be borrowed, which shall be a minimum of \$100,000, and (ii) the requested borrowing date, which shall be a Business Day. Each such telephonic notice must, to the extent requested by Swing Line Lender or Administrative Agent, be confirmed promptly by delivery to Swing Line Lender and Administrative Agent of a written Swing Line Loan Request, appropriately completed and signed by a Responsible Officer of Borrower Representative. Any telephonic request for a Swing Line Loan by Borrower Representative shall be promptly confirmed by submission of a properly completed Swing Line Loan Request, signed by a Responsible Officer of Borrower Representative, to Swing Line Lender and Administrative Agent, but failure to deliver a Swing Line Loan Request shall not be a defense to payment of any Swing Line Borrowing. Neither Swing Line Lender nor Administrative Agent shall have any liability to Borrowers for any loss or damage (absent gross negligence or willful misconduct) suffered by Borrowers as a result of Swing Line Lender's or Administrative Agent's honoring of any requests, execution of any instructions, authorizations or agreements or reliance on any reports communicated to it telephonically, by facsimile or electronically and purporting to have been sent to Swing Line Lender or Administrative Agent by Borrower Representative and neither Swing Line Lender nor Administrative Agent shall have any duty to verify the origin of any such communication or the identity or authority of the Person sending it. Promptly after receipt by Swing Line Lender of any telephonic Swing Line Loan Request, Swing Line Lender will confirm with Administrative Agent (by telephone or in writing) that Administrative Agent has also received such Swing Line Loan Request and, if not, Swing Line Lender will notify Administrative Agent (by telephone or in writing) of the contents thereof. Unless Swing Line Lender has received notice (by telephone or in writing) from Administrative Agent (including at the request of any Revolving Credit Lender) prior to 2:00 p.m. on the date of the proposed Swing Line Borrowing (A) directing Swing Line Lender not to make such Swing Line Loan as a result of the limitations set forth in the first proviso to the first sentence of **Section 2.3(a)**, or (B) that one or more of the applicable conditions specified in **Article 5** is not then satisfied, then, subject to the terms and conditions hereof, Swing Line Lender will, not later than 3:00 p.m. on the borrowing date specified in such Swing Line Loan Request, make the amount of its Swing Line Loan available to Borrowers at its office by crediting the account of Borrowers on the books of Swing Line Lender in immediately available funds.

(c) **Refinancing of Swing Line Loans.**

(i) Swing Line Lender at any time in its sole discretion may request, on behalf of Borrowers (which hereby irrevocably authorizes Swing Line Lender to so request on its behalf), that each Revolving Credit Lender make a Revolving Credit Loan in an amount equal to such Revolving Credit Lender's Applicable Percentage of the amount of Swing Line Loans then outstanding. Such request shall be made in writing (which written request shall be deemed to be a Revolving Credit Borrowing Request for purposes hereof) and in accordance with the requirements of **Section 2.1**, subject to the unutilized portion of the Revolving Credit Commitments and the conditions set forth in **Section 5.2**. Swing Line Lender shall furnish Borrower Representative with a copy of the applicable Revolving

Credit Borrowing Request promptly after delivering such notice to Administrative Agent. Each Revolving Credit Lender shall make an amount equal to its Applicable Percentage of the amount specified in such Revolving Credit Borrowing Request available to Administrative Agent in immediately available funds (and Administrative Agent may apply Cash Collateral available with respect to the applicable Swing Line Loan) for the account of Swing Line Lender at Administrative Agent's Principal Office not later than 1:00 p.m. on the day specified in such Revolving Credit Borrowing Request, whereupon, subject to **Section 2.3(c)(ii)**, each Revolving Credit Lender that so makes funds available shall be deemed to have made a Revolving Credit Loan to Borrowers in such amount. Administrative Agent shall remit the funds so received to Swing Line Lender.

(ii) If for any reason any Swing Line Loan cannot be refinanced by such a Revolving Credit Borrowing in accordance with **Section 2.3(c)(i)**, the request for Revolving Credit Loans submitted by Swing Line Lender as set forth herein shall be deemed to be a request by Swing Line Lender that each Revolving Credit Lender fund its risk participation in the relevant Swing Line Loan and each Revolving Credit Lender's payment to Administrative Agent for the account of Swing Line Lender pursuant to **Section 2.3(c)(i)** shall be deemed payment in respect of such participation.

(iii) If any Revolving Credit Lender fails to make available to Administrative Agent for the account of Swing Line Lender any amount required to be paid by such Revolving Credit Lender pursuant to the foregoing provisions of this **Section 2.3(c)** by the time specified in **Section 2.3(c)(i)**, Swing Line Lender shall be entitled to recover from such Revolving Credit Lender (acting through Administrative Agent), on demand, such amount with interest thereon for the period from the date such payment is required to the date on which such payment is immediately available to Swing Line Lender at a rate per annum equal to the greater of the Federal Funds Rate and a rate determined by Swing Line Lender in accordance with banking industry rules on interbank compensation, plus any administrative, processing or similar fees customarily charged by Swing Line Lender in connection with the foregoing. If such Revolving Credit Lender pays such amount (with interest and fees as aforesaid), the amount so paid shall constitute such Revolving Credit Lender's Revolving Credit Loan included in the relevant Revolving Credit Borrowing or funded participation in the relevant Swing Line Loan, as the case may be. A certificate of Swing Line Lender submitted to any Revolving Credit Lender (through Administrative Agent) with respect to any amounts owing under this **clause (iii)** shall be conclusive absent manifest error.

(iv) Each Revolving Credit Lender's obligation to make Revolving Credit Loans or to purchase and fund risk participations in Swing Line Loans pursuant to this **Section 2.3(c)** shall be absolute and unconditional and shall not be affected by any circumstance, including (A) any setoff, counterclaim, recoupment, defense or other right which such Revolving Credit Lender may have against Swing Line Lender, Borrowers or any other Person for any reason whatsoever, (B) the occurrence or continuance of a Default, or (C) any other occurrence, event or condition, whether or not similar to any of the foregoing; *provided, however*, that each Revolving Credit Lender's obligation to make Revolving Credit Loans pursuant to this **Section 2.3(c)** is subject to the conditions set forth in **Section 5.2**. No such funding of risk participations shall relieve or otherwise impair the obligation of Borrowers to repay Swing Line Loans, together with interest as provided herein.

(d) **Repayment of Participations.**

(i) At any time after any Revolving Credit Lender has purchased and funded a risk participation in a Swing Line Loan, if Swing Line Lender receives any payment on account of such Swing Line Loan, Swing Line Lender will distribute to such Revolving Credit Lender its Applicable Percentage thereof in the same funds as those received by Swing Line Lender.

(ii) If any payment received by Swing Line Lender in respect of principal or interest on any Swing Line Loan is required to be returned by Swing Line Lender under any of the circumstances described in **Section 12.24** (including pursuant to any settlement entered into by Swing Line Lender in its discretion), each Revolving Credit Lender shall pay to Swing Line Lender its Applicable Percentage thereof on demand of Administrative Agent, plus interest thereon from the date of such demand to the date such amount is returned, at a rate per annum equal to the Federal Funds Rate. Administrative Agent will make such demand upon the request of Swing Line Lender. The obligations of Revolving Credit Lenders under this *clause* shall survive the payment in full of the Obligations and the termination of this Agreement.

(e) **Interest for Account of Swing Line Lender.** Swing Line Lender shall be responsible for invoicing Borrower Representative for interest on the Swing Line Loans. Until each Revolving Credit Lender funds its Revolving Credit Loan or risk participation pursuant to this **Section 2.3** to refinance such Revolving Credit Lender's Applicable Percentage of any Swing Line Loan, interest in respect of such Applicable Percentage shall be solely for the account of Swing Line Lender.

(f) **Payments to Swing Line Lender or Revolving Credit Lenders.** Borrowers shall make all payments of principal and interest in respect of the Swing Line Loans to Administrative Agent for the account of Swing Line Lender or Revolving Credit Lenders, as applicable.

Section 2.4 **Fees.**

(a) **Fees.** Borrowers agree to pay to Administrative Agent and Arrangers, for the account of Administrative Agent, Arrangers and each Lender, as applicable, fees, in the amounts and on the dates set forth in the Fee Letter.

(b) **Letter of Credit Fees.** Borrowers shall pay to Administrative Agent for the account of each Revolving Credit Lender in accordance, subject to **Section 12.22**, with its Applicable Percentage a Letter of Credit fee (the "**Letter of Credit Fee**") (i) for each commercial Letter of Credit equal to 1/4 of 1% per annum times the daily amount available to be drawn under such Letter of Credit, and (ii) for each standby Letter of Credit equal to the Applicable Margin for LIBOR Portions times the daily amount available to be drawn under such Letter of Credit. For purposes of computing the daily amount available to be drawn under any Letter of Credit, the amount of such Letter of Credit shall be determined in accordance with **Section 1.4**. Letter of Credit Fees for a commercial Letter of Credit shall be computed on a quarterly basis and be payable in advance on the date of issuance thereof and on the first Business Day of each April, July, October and January thereafter so long as such Letter of Credit remains outstanding. Letter of Credit Fees for each standby Letter of Credit shall be (i) due and payable in arrears on the first Business Day after the end of each March, June, September and December, commencing with the first such date to occur after the issuance of such Letter of Credit, on the Letter of Credit Expiration Date and thereafter on written demand and (ii) computed on a quarterly basis in arrears. If there is any

change in the Applicable Margin for LIBOR Portions during any quarter, the daily amount available to be drawn under each standby Letter of Credit shall be computed and multiplied by the Applicable Margin for LIBOR Portions separately for each period during such quarter that such Applicable Margin for LIBOR Portions was in effect. Notwithstanding anything to the contrary contained herein while any Event of Default exists, all Letter of Credit Fees shall accrue at the Default Interest Rate.

(c) **Commitment Fees.** Borrowers agree to pay to Administrative Agent for the account of each Revolving Credit Lender in accordance, subject to *Section 12.22*, with its Applicable Percentage a commitment fee on the daily average unused amount of the Revolving Credit Commitment of such Revolving Credit Lender for the period from and including the date of this Agreement to and including the Maturity Date for the Revolving Credit Facility (including at any time during which one or more of the conditions in *Article 5* is not met), at a rate equal to the Applicable Margin. For the purpose of calculating the commitment fee hereunder, the Revolving Credit Commitment of each Revolving Credit Lender shall be deemed utilized by the amount of all outstanding Revolving Credit Loans and L/C Obligations, but not by the amount of any outstanding Swing Line Loans, owing to such Revolving Credit Lender whether directly or by participation. Accrued commitment fees shall be payable quarterly in arrears on the first day of each April, July, October, and January during the term of this Agreement and on the Maturity Date for the Revolving Credit Facility.

#### Section 2.5 **Payments Generally; Administrative Agent's Clawback.**

(a) **General.** All payments of principal, interest, and other amounts to be made by Borrowers under this Agreement and the other Loan Documents shall be made to Administrative Agent for the account of Administrative Agent, L/C Issuer, or Swing Line Lender or the pro rata accounts of the applicable Lenders, as applicable, at the Principal Office in Dollars and immediately available funds, without setoff, deduction, or counterclaim, and free and clear of all taxes at the time and in the manner provided herein. Payments by check or draft shall not constitute payment in immediately available funds until the required amount is actually received by Administrative Agent in full. Payments in immediately available funds received by Administrative Agent in the place designated for payment on a Business Day prior to 11:00 a.m. at such place of payment shall be credited prior to the close of business on the Business Day received, while payments received by Administrative Agent on a day other than a Business Day or after 11:00 a.m. on a Business Day shall not be credited until the next succeeding Business Day. If any payment of principal or interest on the Notes shall become due and payable on a day other than a Business Day, then such payment shall be made on the next succeeding Business Day. Any such extension of time for payment shall be included in computing interest which has accrued and shall be payable in connection with such payment. Administrative Agent is hereby authorized upon notice to Borrower Representative to charge the account of Borrowers maintained with Administrative Agent for each payment of principal, interest and fees as it becomes due hereunder.

(b) **Funding by Lenders; Presumption by Administrative Agent.** Unless Administrative Agent shall have received notice from a Lender, that such Lender will not make available to Administrative Agent such Lender's share of a Borrowing, Administrative Agent may assume that such Lender has made such share available on such date in accordance with this Agreement and may, in reliance upon such assumption, make available to Borrowers a corresponding amount. In such event, if a Lender has not in fact made its share of the applicable Borrowing available to Administrative Agent, then the applicable Lender and Borrowers severally agree to pay to Administrative Agent forthwith on demand such corresponding amount with interest thereon, for each day from and including the date such amount is made available to Borrowers to

but excluding the date of payment to Administrative Agent, at (i) in the case of a payment to be made by such Lender, the greater of the Federal Funds Rate and a rate determined by Administrative Agent in accordance with banking industry rules on interbank compensation, and (ii) in the case of a payment to be made by Borrowers, the interest rate applicable to the applicable Borrowing. If Borrowers and such Lender shall pay such interest to Administrative Agent for the same or an overlapping period, Administrative Agent shall promptly remit to Borrowers the amount of such interest paid by Borrowers for such period. If such Lender pays its share of the applicable Borrowing to Administrative Agent, then the amount so paid shall constitute such Lender's Loan. Any payment by Borrowers shall be without prejudice to any claim Borrowers may have against a Lender that shall have failed to make such payment to Administrative Agent.

(c) **Payments by Borrowers; Presumption by Administrative Agent.** Unless Administrative Agent shall have received notice from Borrower Representative prior to the date on which any payment is due to Administrative Agent for the account of L/C Issuer, Swing Line Lender or the applicable Lenders hereunder that Borrowers will not make such payment, Administrative Agent may assume that Borrowers have made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to L/C Issuer, Swing Line Lender or the applicable Lenders the amount due. In such event, if Borrowers have not in fact made such payment, then L/C Issuer, Swing Line Lenders or each applicable Lender, as applicable, severally agrees to repay to Administrative Agent forthwith on demand the amount so distributed to L/C Issuer, Swing Line Lender, or such Lender, with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to Administrative Agent, at the greater of the Federal Funds Rate and a rate determined by Administrative Agent in accordance with banking industry rules on interbank compensation.

#### Section 2.6 **Evidence of Debt.**

(a) The Loans made by Swing Line Lender and each Lender shall be evidenced by one or more accounts or records maintained by Swing Line Lender or such Lender and by Administrative Agent in the ordinary course of business; *provided* that such Lender or Administrative Agent may, in addition, request that such Loans be evidenced by the Notes. The Credit Extensions made by L/C Issuer shall be evidenced by one or more accounts or records maintained by L/C Issuer and by Administrative Agent in the ordinary course of business. The accounts or records maintained by Administrative Agent, Swing Line Lender, L/C Issuer, and each Lender shall be conclusive absent manifest error of the amount of the Credit Extensions made to Borrowers and, with respect to Letters of Credit issued for the account of a Subsidiary, such Subsidiary and the interest and payments thereon. Any failure to so record or any error in doing so shall not, however, limit or otherwise affect the obligation of Borrowers hereunder to pay any amount owing with respect to the Obligations. In the event of any conflict between the accounts and records maintained by L/C Issuer, Swing Line Lender, or any Lender and the accounts and records of Administrative Agent in respect of such matters, the accounts and records of Administrative Agent shall control in the absence of manifest error.

(b) In addition to the accounts and records referred to in *subsection (a)* above, each Revolving Credit Lender and Administrative Agent shall maintain in accordance with its usual practice accounts or records evidencing the purchases and sales by such Revolving Credit Lender of participations in Letters of Credit and Swing Line Loans. In the event of any conflict between the accounts and records maintained by Administrative Agent and the accounts and records of any Revolving Credit Lender in respect of such matters, the accounts and records of Administrative Agent shall control in the absence of manifest error.

Section 2.7 **Cash Collateral.**

(a) **Certain Credit Support Events.** If (i) L/C Issuer has honored any full or partial drawing request under any Letter of Credit and such drawing has resulted in an L/C Borrowing, (ii) as of the Letter of Credit Expiration Date, any L/C Obligation for any reason remains outstanding, (iii) Borrowers shall be required to provide Cash Collateral pursuant to **Section 10.2**, or (iv) there shall exist a Defaulting Lender, Borrowers shall immediately (in the case of **clause (iii)** above) or within one (1) Business Day (in all other cases) following any written request by Administrative Agent or L/C Issuer, provide Cash Collateral in an amount not less than the applicable Minimum Collateral Amount (determined in the case of Cash Collateral provided pursuant to **clause (iv)** above, after giving effect to **Section 12.22(a)(iv)** and any Cash Collateral provided by the Defaulting Lender).

(b) **Grant of Security Interest.** Borrowers, and to the extent provided by any Defaulting Lender, such Defaulting Lender, hereby grant to (and subjects to the control of) Administrative Agent, for the benefit of Administrative Agent, L/C Issuer and Lenders, and agrees to maintain, a first priority security interest in all such Cash Collateral, and all other property so provided as Collateral pursuant hereto, and in all proceeds of the foregoing, all as security for the obligations to which such Cash Collateral may be applied pursuant to **Section 2.7(c)**. If at any time Administrative Agent determines that Cash Collateral is subject to any right or claim of any Person other than Administrative Agent or L/C Issuer as herein provided, or that the total amount of such Cash Collateral is less than the Minimum Collateral Amount, Borrowers will, promptly upon written demand by Administrative Agent, pay or provide to Administrative Agent additional Cash Collateral in an amount sufficient to eliminate such deficiency. All Cash Collateral (other than credit support not constituting funds subject to deposit) shall be maintained in one or more blocked, non-interest bearing deposit accounts at Texas Capital Bank. Borrowers shall pay on written demand to Borrower Representative therefor from time to time all customary account opening, activity and other administrative fees and charges in connection with the maintenance and disbursement of Cash Collateral.

(c) **Application.** Notwithstanding anything to the contrary contained in this Agreement, Cash Collateral provided under any of this **Section 2.7** or **Sections 2.2, 10.2** or **12.22** in respect of Letters of Credit shall be held and applied to the satisfaction of the specific L/C Obligations, obligations to fund participations therein (including, as to Cash Collateral provided by a Defaulting Lender, any interest accrued on such obligation) and other obligations for which the Cash Collateral was so provided, prior to any other application of such property as may otherwise be provided for herein.

(d) **Release.** Cash Collateral (or the appropriate portion thereof) provided to reduce Fronting Exposure or to secure other obligations shall be released promptly following (i) the elimination of the applicable Fronting Exposure or other obligations giving rise thereto (including by the termination of Defaulting Lender status of the applicable Lender (or, as appropriate, its assignee following compliance with **Section 12.8(b)(vii)**) or (ii) the reasonable determination by Administrative Agent and L/C Issuer that there exists excess Cash Collateral; *provided, however,* (x) any such release shall be without prejudice to, and any disbursement or other transfer of Cash Collateral shall be and remain subject to, any other Lien conferred under the Loan Documents and the other applicable provisions of the Loan Documents, and (y) if an Event of Default has occurred and is continuing, the Person providing Cash Collateral and L/C Issuer may agree that Cash Collateral shall not be released but instead held to support future anticipated Fronting Exposure or other obligations.

Section 2.8 **Interest; Payment Terms.**

(a) **Revolving Credit Loans – Payment of Principal and Interest; Revolving Nature.** The unpaid principal amount of each Portion of the Revolving Credit Loans shall, subject to the following sentence and **Section 2.8(g)**, bear interest at the applicable Interest Rate. If at any time the Interest Rate would exceed the Maximum Rate but for the provisions thereof limiting interest to the Maximum Rate, then any subsequent reduction shall not reduce the rate of interest on the Revolving Credit Loans below the Maximum Rate until the aggregate amount of interest accrued on the Revolving Credit Loans equals the aggregate amount of interest which would have accrued on the Revolving Credit Loans if the Interest Rate had not been limited by the Maximum Rate. All accrued but unpaid interest on the principal balance of the Revolving Credit Loans shall be payable on each Payment Date and on the Maturity Date for the Revolving Credit Facility, *provided* that interest accruing at the Default Interest Rate pursuant to **Section 2.8(g)** shall be payable on written demand. The then Outstanding Amount of the Revolving Credit Loans and all accrued but unpaid interest thereon shall be due and payable on the Maturity Date for the Revolving Credit Facility. The unpaid principal balance of the Revolving Credit Loans at any time shall be the total amount advanced hereunder by Revolving Credit Lenders less the amount of principal payments made thereon by or for Borrowers, which balance may be endorsed on the Revolving Credit Notes from time to time by Revolving Credit Lenders or otherwise noted in Revolving Credit Lenders’ and/or Administrative Agent’s records, which notations shall be, absent manifest error, conclusive evidence of the amounts owing hereunder from time to time.

(b) **Term Loan – Payment of Principal and Interest.** The unpaid principal amount of the Term Loans shall, subject to the following sentence, bear interest at the applicable Interest Rate. If at any time the Interest Rate shall exceed the Maximum Rate but for the provisions thereof limiting interest to the Maximum Rate, then any subsequent reduction shall not reduce the rate of interest on the Term Loans below the Maximum Rate until the aggregate amount of interest accrued on the Term Loans equals the aggregate amount of interest which would have accrued on the Term Loans if the Interest Rate had not been limited by the Maximum Rate. All accrued but unpaid interest on the principal balance of the Term Loans shall be payable by Borrowers on each Payment Date and on the Maturity Date for the Term Loan Facility, *provided* that interest accruing at the Default Interest Rate pursuant to **Section 2.8(g)** shall be payable on written demand. In addition, the principal balance of the Term Loans shall be due and payable (i) in quarterly installments, each in the amount indicated below, on the first day of each calendar quarter during the term hereof as shown below, and (ii) in one final installment on the Maturity Date for the Term Loan Facility in the amount of the then Outstanding Amount of the Term Loans and all accrued but unpaid interest thereon (the amortization schedule shall be increased on a proportionate basis to the extent the Term Loan Commitments are increased under **Section 2.10**):

<b>Payment Date</b>	<b>Scheduled Amortization</b>
October 1, 2015	\$3,000,000
January 1, 2016	\$3,000,000
April 1, 2016	\$3,000,000
July 1, 2016	\$3,000,000
October 1, 2016	\$3,000,000
January 1, 2017	\$3,000,000
April 1, 2017	\$3,000,000
July 1, 2017	\$3,000,000
October 1, 2017	\$3,750,000
January 1, 2018	\$3,750,000
April 1, 2018	\$3,750,000

<b>Payment Date</b>	<b>Scheduled Amortization</b>
July 1, 2018	\$3,750,000
October 1, 2018	\$4,687,500
January 1, 2019	\$4,687,500
April 1, 2019	\$4,687,500
July 1, 2019	\$4,687,500
October 1, 2019	\$4,687,500
January 1, 2020	\$4,687,500
April 1, 2020	\$4,687,500

(c) **Application.** Except as expressly provided herein to the contrary, all payments on the Obligations under the Loan Documents shall be applied in the following order of priority: (i) the payment or reimbursement of any expenses, costs or obligations (other than the Outstanding Amount thereof and interest thereon) for which Borrowers shall be obligated or Administrative Agent, L/C Issuer, Swing Line Lender, or any Lender shall be entitled pursuant to the provisions of this Agreement, the Notes or the other Loan Documents; (ii) the payment of accrued but unpaid interest thereon; (iii) the payment of all or any portion of the principal balance thereof then outstanding hereunder as directed by Borrowers; *provided* that any prepayment of the Term Loans shall be applied to prepay the next four (4) quarterly payments of the Term Loans in direct order of maturity, (iv) to prepay all remaining installments of the Term Loans pro rata against all such scheduled installments based upon the respective amounts thereof; (v) to prepay outstanding Swing Line Loans; (vi) to prepay outstanding Revolving Loans without permanent reduction of the Aggregate Revolving Loan Commitment; and (vii) to cash collateralize Letters of Credit in an amount determined in accordance with the terms hereof. If an Event of Default exists under this Agreement, the Notes or under any of the other Loan Documents, any such payment shall be applied as provided in **Section 10.3** below.

(d) **Computation Period.** Interest on the Loans and all other amounts payable by Borrowers hereunder on a per annum basis shall be computed on the basis of a 360-day year and the actual number of days elapsed (including the first day but excluding the last day) unless such calculation would result in a usurious rate, in which case interest shall be calculated on the basis of a 365-day year or 366-day year, as the case may be. In computing the number of days during which interest accrues, the day on which funds are initially advanced shall be included regardless of the time of day such advance is made, and the day on which funds are repaid shall be included unless repayment is credited prior to the close of business on the Business Day received. Each determination by Administrative Agent of an interest rate or fee hereunder shall be conclusive and binding for all purposes, absent manifest error.

(e) **Unconditional Payment.** Borrowers are and shall be obligated to pay all principal, interest and any and all other amounts which become payable under any of the Loan Documents absolutely and unconditionally and without any abatement, postponement, diminution or deduction whatsoever and without any reduction for counterclaim or setoff whatsoever. If at any time any payment received by Administrative Agent hereunder shall be deemed by a court of competent jurisdiction to have been a voidable preference or fraudulent conveyance under any Debtor Relief Law, then the obligation to make such payment shall survive any cancellation or satisfaction of the Obligations under the Loan Documents and shall not be discharged or satisfied with any prior payment thereof or cancellation of such Obligations, but shall remain a valid and binding obligation enforceable in accordance with the terms and provisions hereof, and such payment shall be immediately due and payable upon demand.



(f) **Partial or Incomplete Payments.** Remittances in payment of any part of the Obligations under the Loan Documents other than in the required amount in immediately available funds at the place where such Obligations are payable shall not, regardless of any receipt or credit issued therefor, constitute payment until the required amount is actually received by Administrative Agent in full in accordance herewith and shall be made and accepted subject to the condition that any check or draft may be handled for collection in accordance with the practice of the collecting bank or banks. Acceptance by Administrative Agent of any payment in an amount less than the full amount then due shall be deemed an acceptance on account only, and the failure to pay the entire amount then due shall be and continue to be an Event of Default.

(g) **Default Interest Rate.** For so long as any Event of Default exists, regardless of whether or not there has been an acceleration of the Loans, and at all times after the maturity of the Loans (whether by acceleration or otherwise), and in addition to all other rights and remedies of Administrative Agent or Lenders hereunder, following written notice from Administrative Agent (effective as of the date of the Event of Default or maturity, as applicable, unless a later date is specified by Administrative Agent), (i) interest shall accrue on the Outstanding Amount of the Loans at the Default Interest Rate and (ii) interest shall accrue on any past due amount (other than the outstanding principal balance) at the Default Interest Rate, and such accrued interest shall be immediately due and payable. Borrowers acknowledge that it would be extremely difficult or impracticable to determine Administrative Agent's or Lenders' actual damages resulting from any late payment or Event of Default, and such accrued interest are reasonable estimates of those damages and do not constitute a penalty.

#### Section 2.9 **Voluntary Termination or Reduction of Revolving Credit Commitments; Prepayments.**

(a) **Voluntary Termination or Reduction of Revolving Credit Commitments.** Borrowers may, upon written notice by Borrower Representative to Administrative Agent, terminate the Revolving Credit Commitments, or from time to time permanently reduce the Revolving Credit Commitments; *provided* that (i) any such notice shall be received by Administrative Agent not later than 11:00 a.m. three (3) Business Days prior to the date of termination or reduction, (ii) any such partial reduction shall be in an aggregate amount of \$5,000,000 or any whole multiple of \$1,000,000 in excess thereof, and (iii) Borrowers shall not terminate or reduce the Revolving Credit Commitments if, after giving effect thereto and to any concurrent prepayments hereunder, the Revolving Credit Exposure of all Revolving Credit Lenders would exceed the lesser of (i) the aggregate amount of the Revolving Credit Commitments of the Revolving Credit Lenders and (ii) the Borrowing Base. Administrative Agent will promptly notify Revolving Credit Lenders of any such notice of termination or reduction of the Revolving Credit Commitments. Any reduction of the Revolving Credit Commitments shall be applied to the Revolving Credit Commitment of each Revolving Credit Lender according to its Applicable Percentage. All fees accrued until the effective date of any termination of the Revolving Credit Commitments shall be paid on the effective date of such termination.

(b) **Voluntary Prepayments.** Subject to the conditions set forth below, Borrowers shall have the right, at any time and from time to time upon at least one (1) Business Day prior written notice to Administrative Agent, to prepay the principal of the Term Loans, the Revolving Credit Loans, or the Swing Line Loans in full or in part. If there is a prepayment of all or any portion of the principal of the Term Loans or the Revolving Credit Loans or the Swing Line Loans on or before the Maturity Date for such Loans, whether voluntary or because of acceleration or otherwise, such prepayment shall also include (x) any and all accrued but unpaid interest on the amount of principal being so prepaid through and including the date of prepayment, plus any other

sums which have become due to Lenders under the other Loan Documents on or before the date of prepayment, but which have not been fully paid. Voluntary prepayments of the Term Loan shall be applied to the next four (4) quarterly payments in the direct order of maturity and then pro rata against all remaining principal payments, including the payment due on the Maturity Date for the Term Loan Facility.

(c) **Mandatory Prepayment of Revolving Credit Facility.** If at any time the Revolving Credit Exposure of the Revolving Credit Lenders exceeds the Borrowing Base then in effect, then Borrowers shall immediately prepay the entire amount of such excess to Administrative Agent, for the ratable account of Revolving Credit Lenders, and/or Cash Collateralize the L/C Obligations in an aggregate amount equal to such excess; *provided, however*, that Borrowers shall not be required to Cash Collateralize the L/C Obligations pursuant to this **Section 2.9(c)** unless after the prepayment in full of the Revolving Credit Loans and Swing Line Loans the Revolving Credit Exposure of the Revolving Credit Lenders exceeds the Borrowing Base then in effect. Each prepayment required by this **Section 2.9(c)** shall be applied, first, to any Base Rate Portions then outstanding, and, second, to any LIBOR Portions then outstanding, and if more than one LIBOR Portion is then outstanding, to such LIBOR Portions in such order as Borrower Representative may direct, or if Borrower Representative fails to so direct, as Administrative Agent shall elect.

(d) **Mandatory Prepayment of Term Loans.**

(i) Concurrently with any asset disposition in excess of \$250,000 (excluding the sale of any interest in Marodyne), Borrowers shall use 100% of the net cash proceeds of such disposition, that are not used to purchase other assets to replace such assets, to prepay the Term Loans pro rata against all remaining installments (including amounts due on the Maturity Date); provided that (x) such replacement of assets must be completed within one hundred eighty (180) days after the date of such disposition (or such longer period of time agreed to in writing by Required Lenders), (y) while such replacement is underway, all of such net proceeds are on deposit with Administrative Agent in a separate deposit account over which Administrative Agent has exclusive control, and (z) such disposition did not cause an Event of Default; provided, further that if an Event of Default occurs pursuant to which Administrative Agent exercises its rights to accelerate the Obligations under the Loan Documents as provided in **Section 10.2** or such replacement is not completed within one hundred eighty (180) days of the date of such disposition (or such longer period of time agreed to in writing by Required Lenders), then Administrative Agent may immediately and without notice to any Person apply all of such net proceeds to such Obligations, regardless of any other prior agreement regarding the disposition of such net proceeds.

(ii) Borrowers shall prepay the Term Loans annually, within the earlier of (x) 140 days after the end of each fiscal year and (y) ten (10) days after delivery of the annual financial statements for each fiscal year pursuant to **Section 7.1(a)**, commencing with the fiscal year ending December 31, 2015, in an amount equal to Excess Cash Flow Percentage of Excess Cash Flow for such fiscal year, which prepayment shall be applied to the installments due thereon in the inverse order of maturity (including amounts due on the Maturity Date).

(iii) Concurrently with the issuance by any Obligated Party of any of its stock or other equity interests (other than any Excluded Issuances), Borrowers shall prepay the Term Loans in the amount equal to 100% of the net cash proceeds thereof, which

prepayment shall be applied to installments due thereon in the inverse order of maturity (including amounts due on the Maturity Date).

(iv) Concurrently with the incurrence or issuance by any Obligated Party of any Debt (other than Debt expressly permitted to be incurred or issued pursuant to **Section 8.1**), Borrowers shall prepay the Term Loans in an amount equal to 100% of the net cash proceeds thereof, which prepayment shall be applied to installments due thereon in the inverse order of maturity (including amounts due on the Maturity Date).

(v) Subject to **Section 7.5(c)**, concurrently with any Extraordinary Receipt in excess of \$250,000, Borrowers shall prepay the Term Loans in an amount equal to 100% of the net cash proceeds thereof other than net proceeds that are used to repair or replace the equipment, fixed assets or real property in respect of which such net cash proceeds were received, which prepayment shall be applied pro rata against all remaining installments (including amounts due on the Maturity Date).

#### Section 2.10 **Uncommitted Increase in Term Loan Commitments.**

(a) **Request for Increase.** Provided there exists no Default, upon notice to Administrative Agent (which shall promptly notify the Lenders), Borrower Representative may from time to time, at any time prior to June 30, 2017, request an increase in the aggregate Term Loan Commitments by an amount not less than \$10,000,000 (or, if less the remaining amount) individually and not exceeding in the aggregate \$25,000,000 over such period (the “**Incremental Facility**”); provided that Borrower Representative may make a maximum of two such requests. At the time of sending such notice, Borrower Representative (in consultation with Administrative Agent) shall specify the time period within which each Term Loan Lender is requested to respond (which shall in no event be less than ten Business Days from the date of delivery of such notice to the Term Loan Lenders).

(b) **Lender Elections to Increase.** Each Term Loan Lender shall notify Administrative Agent within such time period whether or not it agrees to increase its Term Loan Commitment and, if so, whether by an amount equal to, greater than, or less than its Applicable Percentage of such requested increase. Any Term Loan Lender not responding within such time period shall be deemed to have declined to increase its Term Loan Commitment.

(c) **Notification by Administrative Agent; Additional Term Loan Lenders.** Administrative Agent shall notify Borrower Representative and each Lender of the Term Loan Lenders’ responses to each request made hereunder. To achieve the full amount of a requested increase and subject to the approval of Administrative Agent (which approval shall not be unreasonably withheld), Borrowers may also invite additional Eligible Assignees to become Term Loan Lenders pursuant to a joinder agreement in form and substance reasonably satisfactory to Administrative Agent and its counsel.

(d) **Effective Date and Allocations.** If the Term Loan Commitments are increased in accordance with this Section, Administrative Agent and Borrower Representative shall determine the effective date (the “**Increase Effective Date**”) and the final allocation of such increase. Administrative Agent shall promptly notify Borrower Representative and the Lenders of the final allocation of such increase and the Increase Effective Date.

(e) **Conditions to Effectiveness of Increase.** As a condition precedent to such increase, (i) Borrower Representative shall deliver to Administrative Agent a certificate of

each Obligated Party dated as of the Increase Effective Date signed by a Responsible Officer of such Obligated Party (x) certifying and attaching the resolutions adopted by such Obligated Party approving or consenting to such increase, and (y) in the case of Borrowers, certifying that, before and after giving effect to such increase, (A) the representations and warranties contained in **Article 6** and the other Loan Documents are true and correct on and as of the Increase Effective Date, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they are true and correct as of such earlier date, and except that for purposes of this **Section 2.10**, the representations and warranties contained in **subsections (a) and (b) of Section 7.1** shall be deemed to refer to the most recent statements furnished pursuant to **subsections (a) and (b)**, respectively, of **Section 7.1**, (B) no Default exists, and (C) Borrowers are in pro forma compliance with the financial covenants in **Article 9**, (ii) the maturity date of such loans shall not be earlier than the Maturity Date, and (iii) if the Applicable Margin (which, for such purposes only, shall be deemed to include all upfront or similar fees or original issue discount) payable to the Lenders providing the Incremental Facility (but excluding the portion of structuring, arrangement, commitment or similar fees not shared with all such Lenders in connection therewith)) relating to any Incremental Facility exceeds the then Applicable Margin (which, for such purposes only, shall be deemed to include all upfront or similar fees or original issue discount) payable to all Lenders providing the Term Loan extended on the Closing Date (the “**Closing Date Facilities**”) (but excluding structuring, arrangement, commitment or similar fees not shared with such Term Loan Lenders in connection therewith)) by more than 0.50%, the Applicable Margin relating to the Closing Date Facilities shall be adjusted to be equal to the Applicable Margin (which, for such purposes only, shall be deemed to include all upfront or similar fees or original issue discount) payable to all Lenders providing such Incremental Facilities (but excluding structuring, arrangement, commitment or similar fees not shared with all such Lenders in connection therewith)) relating to such Incremental Facilities minus 0.50%.

(f) **Conflicting Provisions.** This Section shall supersede any provisions in **Section 12.23** or **12.10** to the contrary.

### ARTICLE 3

#### TAXES, YIELD PROTECTION AND INDEMNITY

##### Section 3.1 **Increased Costs.**

(a) **Increased Costs Generally.** If any Change in Law shall:

(i) impose, modify or deem applicable any reserve, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or credit extended or participated in by, any Lender (except any reserve requirement reflected in Adjusted LIBOR);

(ii) subject any Recipient to any Taxes (other than (A) Indemnified Taxes, (B) Taxes described in **clauses (b) through (d)** of the definition of Excluded Taxes and (C) Connection Income Taxes) on its loans, loan principal, letters of credit, commitments, or other obligations, or its deposits, reserves, other liabilities or capital attributable thereto; or

(iii) impose on any Lender or the London interbank market any other condition, cost or expense (other than Taxes) affecting this Agreement or Loans made by such Lender;

and the result of any of the foregoing shall be to increase the cost to such Lender or such other Recipient of making, converting to, continuing or maintaining any Loan or of maintaining its obligation to make any such Loan, or to increase the cost to such Lender or such other Recipient of participating in, issuing or maintaining any Letter of Credit (or of maintaining its obligation to participate in or to issue any Letter of Credit) or to reduce the amount of any sum received or receivable by such Lender or other Recipient hereunder (whether of principal, interest or any other amount) then, upon written request of such Lender or other Recipient, Borrowers will pay to such Lender or other Recipient, as the case may be, such additional amount or amounts as will compensate such Lender or other Recipient, as the case may be, for such additional costs incurred or reduction suffered; provided that such additional amounts are also being assessed by such Lender against substantially all borrowers under similar credit facilities (to the extent such Lender is permitted to do so).

(b) **Capital or Liquidity Requirements.** If any Lender determines that any Change in Law affecting such Lender or any lending office of such Lender or such Lender's holding company, if any, regarding capital or liquidity requirements, has or would have the effect of reducing the rate of return on such Lender's capital or on the capital of such Lender's holding company, if any, as a consequence of this Agreement, the Commitments of such Lender or the Loans made by, or participations in Letters of Credit or Swing Line Loans held by such Lender or the Letters of Credit issued by L/C Issuer, to a level below that which such Lender or such Lender's holding company could have achieved but for such Change in Law (taking into consideration such Lender's policies and the policies of such Lender's holding company with respect to capital adequacy and liquidity), then from time to time Borrowers will pay to such Lender such additional amount or amounts as will compensate such Lender or such Lender's holding company for any such reduction suffered, provided, that such additional amounts are also being assessed by such Lender against substantially all borrowers under similar credit facilities (to the extent such Lender is permitted to do so).

(c) **Certificates for Reimbursement.** A certificate of a Lender setting forth the amount or amounts necessary to compensate such Lender or its holding company, as the case may be, as specified in *Sections 3.1(a)* or *(b)* and delivered to Borrower Representative, shall be conclusive absent manifest error. Borrowers shall pay such Lender the amount shown as due on any such certificate within ten (10) days after receipt thereof.

(d) **Delay in Requests.** Failure or delay on the part of any Lender to demand compensation pursuant to this *Section 3.1* shall not constitute a waiver of such Lender's right to demand such compensation; *provided* that Borrowers shall not be required to compensate a Lender pursuant to this *Section 3.1* for any increased costs incurred or reductions suffered more than nine (9) months prior to the date that such Lender notifies Borrower Representative of the Change in Law giving rise to such increased costs or reductions, and of such Lender's intention to claim compensation therefor (except that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the nine (9) -month period referred to above shall be extended to include the period of retroactive effect thereof).

**Section 3.2 Illegality.** If any Lender determines in good faith that any Change in Law has made it unlawful, or that any Governmental Authority has asserted that it is unlawful, for any Lender or its Lending Office to make, maintain or fund Loans whose interest is determined by reference to LIBOR, or

to determine or charge interest rates based upon LIBOR, or any Governmental Authority has imposed material restrictions on the authority of such Lender to purchase or sell, or to take deposits of, Dollars in the London interbank market, then, on notice thereof by such Lender to Borrower Representative through Administrative Agent, (i) any obligation of such Lender to make or continue LIBOR Portions or to convert Base Rate Portions to LIBOR Portions shall be suspended, and (ii) if such notice asserts the illegality of such Lender making or maintaining Base Rate Portions the interest rate on which is determined by reference to the LIBOR component of the Base Rate, the interest rate on which Base Rate Portions of such Lender shall, if necessary to avoid such illegality, be determined by Administrative Agent without reference to the LIBOR component of the Base Rate, in each case until such Lender notifies Administrative Agent and Borrower Representative that the circumstances giving rise to such determination no longer exist. Upon receipt of such notice, (x) Borrowers shall, upon demand from such Lender (with a copy to Administrative Agent) to Borrower Representative, prepay or, if applicable, convert all LIBOR Portions of such Lender to Base Rate Portions (the interest rate on which Base Rate Loans of such Lender shall, if necessary to avoid such illegality, be determined by Administrative Agent without reference to the LIBOR component of the Base Rate), either on the last day of the Interest Period therefor, if such Lender may lawfully continue to maintain such LIBOR Portions to such day, or immediately, if such Lender may not lawfully continue to maintain such LIBOR Portions and (y) if such notice asserts the illegality of such Lender determining or charging interest rates based upon LIBOR, Administrative Agent shall during the period of such suspension compute the Base Rate applicable to such Lender without reference to the LIBOR component thereof until Administrative Agent is advised in writing by such Lender that it is no longer illegal for such Lender to determine or charge interest rates based upon the LIBOR. Upon any such prepayment or conversion, Borrowers shall also pay accrued interest on the amount so prepaid or converted.

**Section 3.3 Inability to Determine Rates.** If (a) Administrative Agent or the Required Lenders determine that for any reason in connection with any request for a LIBOR Portion or a conversion to or continuation thereof that (i) Dollar deposits are not being offered to banks in the London interbank eurodollar market for the applicable amount and Interest Period of such LIBOR Portion, (ii) adequate and reasonable means do not exist for determining LIBOR for any requested Interest Period with respect to a proposed LIBOR Portion or in connection with an existing or proposed Base Rate Portion, or (iii) LIBOR for any requested Interest Period with respect to a proposed LIBOR Portion does not adequately and fairly reflect the cost to such Lenders of funding such LIBOR Portion, or (b) by reason of any Change in Law any Lender would become subject to restrictions on the amount of a category of liabilities or assets which it may hold and notifies Administrative Agent of same, Administrative Agent will promptly so notify Borrower Representative and each Lender. Thereafter, (x) the obligation of Lenders to make or maintain LIBOR Portions shall be suspended, and (y) in the event of a determination described in the preceding sentence with respect to the LIBOR component of the Base Rate, the utilization of the LIBOR component in determining the Base Rate shall be suspended, in each case until Administrative Agent (upon the instruction of the Required Lenders) revokes such notice. Upon receipt of such notice, Borrower Representative may revoke any pending request for a Borrowing of, conversion to or continuation of LIBOR Portions or, failing that, will be deemed to have converted such request into a request for a Borrowing of Base Rate Portions in the amount specified therein.

**Section 3.4 Taxes.**

(a) **Defined Terms.** For purposes of this Section, the term “applicable law” includes FATCA.

(b) **Payment Free of Taxes.** Any and all payments by or on account of any obligation of Borrowers under any Loan Document shall be made without deduction or withholding for any Taxes, except as required by applicable law. If any applicable law (as determined in the good faith discretion of an applicable Withholding Agent) requires the deduction or withholding of any Tax

from any such payment by a Withholding Agent, then the applicable Withholding Agent shall be entitled to make such deduction or withholding and shall timely pay the full amount deducted or withheld to the relevant Governmental Authority in accordance with applicable law and, if such Tax is an Indemnified Tax, then the sum payable by Borrowers shall be increased as necessary so that after such deduction or withholding has been made (including such deductions and withholdings applicable to additional sums payable under this **Section 3.4**) the applicable Recipient receives an amount equal to the sum it would have received had no such deduction or withholding been made.

(c) **Payment of Other Taxes by Borrowers.** Borrowers shall timely pay to the relevant Governmental Authority in accordance with applicable law, or at the option of Administrative Agent timely reimburse it for the payment of, any Other Taxes.

(d) **Indemnification by Borrowers.** Borrowers shall indemnify each Recipient, within ten (10) days after demand therefor, for the full amount of any Indemnified Taxes (including Indemnified Taxes imposed or asserted on or attributable to amounts payable under this **Section 3.4**) payable or paid by such Recipient or required to be withheld or deducted from a payment to such Recipient and any reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to Borrower Representative by a Lender (with a copy to Administrative Agent), or by Administrative Agent on its own behalf or on behalf of a Lender, shall be conclusive absent manifest error.

(e) **Indemnification by Lenders.** Each Lender shall severally indemnify Administrative Agent, within ten (10) days after demand therefor, for (i) any Indemnified Taxes attributable to such Lender (but only to the extent that Borrowers have not already indemnified Administrative Agent for such Indemnified Taxes and without limiting the obligation of Borrowers to do so), (ii) any Taxes attributable to such Lender's failure to comply with the provisions of **Section 12.8** relating to the maintenance of a Participant Register and (iii) any Excluded Taxes attributable to such Lender, in each case, that are payable or paid by Administrative Agent in connection with any Loan Document, and any reasonable expenses arising therefrom or with respect thereto, whether or not such Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to any Lender by Administrative Agent shall be conclusive absent manifest error. Each Lender hereby authorizes Administrative Agent to set off and apply any and all amounts at any time owing to such Lender under any Loan Document or otherwise payable by Administrative Agent to such Lender from any other source against any amount due to Administrative Agent under this **Section 3.4(e)**.

(f) **Evidence of Payments.** As soon as practicable after any payment of Taxes by Borrowers to a Governmental Authority pursuant to this **Section 3.4**, Borrower Representative shall deliver to Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to Administrative Agent.

(g) **Status of Lenders.**

(i) Any Lender that is entitled to an exemption from or reduction of withholding Tax with respect to payments made under any Loan Document shall deliver to Borrower Representative and Administrative Agent, at the time or times reasonably requested by Borrower Representative or Administrative Agent, such properly completed

and executed documentation reasonably requested by Borrower Representative or Administrative Agent as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Lender, if reasonably requested by Borrower Representative or Administrative Agent, shall deliver such other documentation prescribed by applicable law or reasonably requested by Borrower Representative or Administrative Agent as will enable Borrowers or Administrative Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements. Notwithstanding anything to the contrary in the preceding two (2) sentences, the completion, execution and submission of such documentation (other than such documentation set forth in **Section 3.4(g)(ii)(A)**, **(ii)(B)** and **(ii)(D)** below) shall not be required if in such Lender's reasonable judgment such completion, execution or submission would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender.

(ii) Without limiting the generality of the foregoing, in the event that any Borrower is a U.S. Person,

(A) any Lender that is a U.S. Person shall deliver to Borrower Representative and Administrative Agent on or prior to the date on which such Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of Borrower Representative or Administrative Agent), executed originals of IRS Form W-9 certifying that such Lender is exempt from U.S. federal backup withholding Tax;

(B) any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to Borrower Representative and Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of Borrower Representative or Administrative Agent), whichever of the following is applicable:

(1) in the case of a Foreign Lender claiming the benefits of an income tax treaty to which the United States is a party (x) with respect to payments of interest under any Loan Document, executed originals of the applicable IRS Form W-8 (W-BEN or W-8BEN-E) establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the "interest" article of such tax treaty and (y) with respect to any other applicable payments under any Loan Document, the applicable IRS Form W-8 establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the "business profits" or "other income" article of such tax treaty;

(2) executed originals of IRS Form W-8ECI;

(3) in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under *Section 881(c)* of the Code, (x) a certificate substantially in the form of **Exhibit I-1** to the effect that such Foreign Lender is not a "bank" within the meaning of *Section 881(c)(3)(A)* of the Code, a "10 percent shareholder" of Borrower within the meaning of *Section 881(c)(3)(B)* of the Code, or a "controlled foreign corporation" described in *Section 881(c)(3)(C)* of the Code (a "**U.S. Tax Compliance**



*Certificate*”) and (y) executed originals of the applicable IRS Form W-8; or

(4) to the extent a Foreign Lender is not the beneficial owner, executed originals of IRS Form W-8IMY, accompanied by IRS Form W-8ECI, the applicable IRS Form W-8, a U.S. Tax Compliance Certificate substantially in the form of *Exhibit I-2* or *Exhibit I-3*, IRS Form W-9, and/or other certification documents from each beneficial owner, as applicable; *provided* that if the Foreign Lender is a partnership and one or more direct or indirect partners of such Foreign Lender are claiming the portfolio interest exemption, such Foreign Lender may provide a U.S. Tax Compliance Certificate substantially in the form of *Exhibit I-4* on behalf of each such direct and indirect partner;

(C) any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to Borrower Representative and Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of Borrower or Administrative Agent), executed originals of any other form prescribed by applicable law as a basis for claiming exemption from or a reduction in U.S. federal withholding Tax, duly completed, together with such supplementary documentation as may be prescribed by applicable law to permit Borrower Representative or Administrative Agent to determine the withholding or deduction required to be made; and

(D) if a payment made to a Lender under any Loan Document would be subject to U.S. federal withholding Tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in *Section 1471(b)* or *1472(b)* of the Code, as applicable), such Lender shall deliver to Borrower Representative and Administrative Agent at the time or times prescribed by law and at such time or times reasonably requested by Borrower Representative or Administrative Agent such documentation prescribed by applicable law (including as prescribed by *Section 1471(b)(3)(C)(i)* of the Code) and such additional documentation reasonably requested by Borrower Representative or Administrative Agent as may be necessary for Borrower Representative and Administrative Agent to comply with their obligations under FATCA and to determine that such Lender has complied with such Lender’s obligations under FATCA or to determine the amount to deduct and withhold from such payment. Solely for purposes of this *clause (D)*, “*FATCA*” shall include any amendments made to FATCA after the date of this Agreement.

Each Lender agrees that if any form or certification it previously delivered expires or becomes obsolete or inaccurate in any respect, it shall update such form or certification or promptly notify Borrower Representative and Administrative Agent in writing of its legal inability to do so.

(h) **Treatment of Certain Refunds.** If any party determines, in its sole discretion exercised in good faith, that it has received a refund of any Taxes as to which it has been indemnified pursuant to this *Section 3.4* (including by the payment of additional amounts pursuant to this *Section 3.4*), it shall pay to the indemnifying party an amount equal to such refund (but only to the extent of indemnity payments made under this *Section 3.4* with respect to the Taxes giving

rise to such refund), net of all out-of-pocket expenses (including Taxes) of such indemnified party and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund). Such indemnifying party, upon the request of such indemnified party, shall repay to such indemnified party the amount paid over pursuant to this **Section 3.4(h)** (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) in the event that such indemnified party is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this **Section 3.4(h)**, in no event will the indemnified party be required to pay any amount to an indemnifying party pursuant to this **Section 3.4(h)** the payment of which would place the indemnified party in a less favorable net after-Tax position than the indemnified party would have been in if the Tax subject to indemnification and giving rise to such refund had not been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts with respect to such Tax had never been paid. This **Section 3.4(h)** shall not be construed to require any indemnified party to make available its Tax returns (or any other information relating to its Taxes that it deems confidential) to the indemnifying party or any other Person.

(i) **Survival.** Each party's obligations under this **Section 3.4** shall survive the resignation or replacement of Administrative Agent or any assignment of rights by, or the replacement of, a Lender, the termination of the Commitments and the repayment, satisfaction or discharge of all obligations under any Loan Document.

**Section 3.5 Compensation for Losses.** Upon written demand of any Lender (with a copy to Administrative Agent) from time to time, Borrowers shall promptly compensate such Lender for and hold such Lender harmless from any loss, cost or expense incurred by it as a result of:

(a) any continuation, conversion, payment or prepayment of any LIBOR Portion on a day other than the last day of the Interest Period for such Loan (whether voluntary, mandatory, automatic, by reason of acceleration, or otherwise); or

(b) any failure by Borrowers (for a reason other than the failure of such Lender to lend a LIBOR Portion) to prepay, borrow, continue or convert any LIBOR Portion on the date or in the amount notified by Borrower Representative; or

(c) any assignment of a LIBOR Portion on a day other than the last day of the Interest Period therefor as a result of a request by Borrower Representative pursuant to **Section 3.6(b)**;

including any loss of anticipated profits and any loss or documented expense arising from the liquidation or reemployment of funds obtained by it to maintain such Loan or from fees payable to terminate the deposits from which such funds were obtained. Borrowers shall also pay any customary administrative fees charged by such Lender in connection with the foregoing.

For purposes of calculating amounts payable by Borrowers to the Lenders under this **Section 3.5**, each Lender shall be deemed to have funded each LIBOR Portion made by it at Adjusted LIBOR for such Loan by a matching deposit or other borrowing in the London interbank eurodollar market for a comparable amount and for a comparable period, whether or not such LIBOR Portion was in fact so funded.

**Section 3.6 Mitigation of Obligations; Replacement of Lenders.**

(a) **Designation of a Different Lending Office.** If any Lender requests compensation under **Section 3.1**, or requires Borrowers to pay any Indemnified Taxes or additional amounts to any Lender or any Governmental Authority for the account of any Lender pursuant to **Section 3.4**,

then such Lender shall (at the request of Borrower Representative) use reasonable efforts to designate a different lending office for funding or booking its Loans hereunder or to assign its rights and obligations hereunder to another of its offices, branches or affiliates, if, in the judgment of such Lender, such designation or assignment (i) would eliminate or reduce amounts payable pursuant to **Section 3.1** or **Section 3.4**, as the case may be, in the future, and (ii) would not subject such Lender to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender. Borrowers hereby agrees to pay all reasonable documented costs and expenses incurred by any Lender in connection with any such designation or assignment.

(b) **Replacement of Lenders.** If any Lender requests compensation under **Section 3.1**, or if Borrowers are required to pay any Indemnified Taxes or additional amounts to any Lender or any Governmental Authority for the account of any Lender pursuant to **Section 3.4** and, in each case, such Lender has declined or is unable to designate a different lending office in accordance with **Section 3.6(a)**, or if any Lender is a Defaulting Lender or a Non-Consenting Lender, then Borrower Representative may, at its sole expense and effort, upon notice to such Lender and Administrative Agent, require such Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in, and consents required by, **Section 12.8**), all of its interests, rights (other than its existing rights to payments pursuant to **Section 3.1** or **Section 3.4**) and obligations under this Agreement and the related Loan Documents to an Eligible Assignee that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment); *provided that*:

(i) Borrowers shall have paid to Administrative Agent the assignment fee (if any) specified in **Section 12.8**;

(ii) such Lender shall have received payment of an amount equal to the Outstanding Amount of its Loans, and L/C Advances, accrued interest thereon, accrued fees and all other amounts payable to it hereunder and under the other Loan Documents (including any amounts under **Section 3.5**) from the assignee (to the extent of such outstanding principal and accrued interest and fees) or Borrowers (in the case of all other amounts);

(iii) in the case of any such assignment resulting from a claim for compensation under **Section 3.1** or payments required to be made pursuant to **Section 3.4**, such assignment will result in a reduction in such compensation or payments thereafter;

(iv) such assignment does not conflict with applicable law; and

(v) in the case of any assignment resulting from a Lender becoming a Non-Consenting Lender, the applicable assignee shall have consented to the applicable amendment, waiver or consent.

**Section 3.7 Survival.** All of Borrowers' obligations under this **Article 3** shall survive termination of the Commitments, repayment of all other Obligations hereunder, and resignation of Administrative Agent.

## ARTICLE 4

### SECURITY

Section 4.1 **Collateral.** To secure full and complete payment and performance of the Obligations, Borrowers shall, and shall cause the other Obligated Parties to, execute and deliver or cause to be executed and delivered all of the Security Documents required by Administrative Agent covering the Collateral, including but not limited to the Cash Reserve Account. Each Borrower shall execute and cause to be executed such further documents and instruments, including without limitation, UCC financing statements, as Administrative Agent, in its reasonable discretion, deems necessary or desirable to create, evidence, preserve, and perfect its liens and security interests in the Collateral and maintain the priority thereof as required by the Loan Documents.

Section 4.2 **Setoff.** If an Event of Default exists, Administrative Agent and each Lender shall have the right to set off against the Obligations under the Loan Documents, at any time upon notice to Borrower Representative, any and all deposits (general or special, time or demand, provisional or final) or other sums (other than any Excluded Deposit Accounts (as defined in the Security Documents) or any receivables from Governmental Account Debtors) at any time credited by or owing from Administrative Agent or such Lender to Borrowers whether or not the Obligations under the Loan Documents are then due; *provided* that in the event that any Defaulting Lender shall exercise any such right of setoff: (a) all amounts so set off shall be paid over immediately to Administrative Agent for further application in accordance with the provisions of **Section 12.22** and, pending such payment, shall be segregated by such Defaulting Lender from its other funds and deemed held in trust for the benefit of Administrative Agent and Lenders; and (b) such Defaulting Lender shall provide promptly to Administrative Agent a statement describing in reasonable detail the Obligations under the Loan Documents owing to such Defaulting Lender as to which it exercised such right of setoff. Each amount set off shall be paid to Administrative Agent for application to the Obligations under the Loan Documents in the order set forth in **Section 10.3**. As further security for the Obligations, each Borrower hereby grants to Administrative Agent and each Lender a security interest in all money, instruments, and other Property (excluding, however, any Excluded Property) (as defined in the Security Documents) of such Borrower now or hereafter held by Administrative Agent or such Lender, including, without limitation, Property held in safekeeping. In addition to Administrative Agent's and each Lender's right of setoff and as further security for the Obligations, each Borrower hereby grants to Administrative Agent and each Lender a security interest in all deposits (general or special, time or demand, provisional or final) and other accounts of Borrowers now or hereafter on deposit with or held by Administrative Agent or such Lender and all other sums at any time credited by or owing from Administrative Agent or such Lender to Borrowers. The rights and remedies of Administrative Agent and each Lender hereunder are in addition to other rights and remedies (including, without limitation, other rights of setoff) which Administrative Agent or such Lender may have.

Section 4.3 **Authorization to File Financing Statements.** Each Borrower and each other Obligated Party that has granted a security interest in connection herewith authorizes Administrative Agent to complete and file, from time to time, financing statements naming such Borrower or such other Obligated Party, as applicable, as debtor.

## ARTICLE 5

### CONDITIONS PRECEDENT

Section 5.1 **Initial Extension of Credit.** The obligation of Lenders to make the initial Credit Extension hereunder is subject to the condition precedent that Administrative Agent shall have received all

of the following, each dated (unless otherwise indicated or otherwise specified by Administrative Agent) the Closing Date, in form and substance reasonably satisfactory to Administrative Agent:

- (a) **Credit Agreement.** Executed counterparts of this Agreement;
- (b) **Resolutions.** Resolutions of the Board of Directors (or other governing body) of each Borrower and each other Obligated Party certified by the Secretary or an Assistant Secretary (or a Responsible Officer or other custodian of records) of such Person which authorize the execution, delivery, and performance by such Person of this Agreement and the other Loan Documents to which such Person is or is to be a party;
- (c) **Incumbency Certificate.** A certificate of incumbency certified by a Responsible Officer of each Obligated Party certifying the names of the individuals or other Persons authorized to sign this Agreement and each of the other Loan Documents to which such Borrower and each other Obligated Party is or is to be a party (including the certificates contemplated herein) on behalf of such Person together with specimen signatures of such individual Persons;
- (d) **Intentionally Omitted.**
- (e) **Closing Certificate.** A certificate signed by a Responsible Officer of the Borrowers certifying that the conditions specified in Sections 5.2(b), (c) and (d) have been satisfied;
- (f) **Constituent Documents.** The Constituent Documents and all amendments thereto for each Borrower and each other Obligated Party that is not a natural person, with the formation documents included in the Constituent Documents being certified as of a date acceptable to Administrative Agent by the appropriate government officials of the state of incorporation or organization of such Borrower and each other Obligated Party, and all such Constituent Documents being accompanied by certificates that such copies are complete and correct, given by an authorized representative acceptable to Administrative Agent;
- (g) **Governmental Certificates.** Certificates of the appropriate government officials of the state of incorporation or organization of each Borrower and each other Obligated Party as to the existence and good standing of such Borrower and each other Obligated Party, each dated within sixty (60) days prior to the date of the initial Credit Extension;
- (h) **Notes.** The Notes executed by Borrowers in favor of each Lender requesting Notes;
- (i) **Security Documents.** The Security Documents executed by Borrowers and the other Obligated Parties;
- (j) **Financing Statements.** UCC financing statements reflecting each Borrower and the other Obligated Parties, as debtors, and Administrative Agent, as secured party, which are required to grant a Lien which secures the Obligations and covering such Collateral as Administrative Agent may request (to be filed on the Closing Date);
- (k) **Guaranty.** The Guaranty executed by each Guarantor;
- (l) **Insurance Matters.** Copies of insurance certificates describing all insurance policies required by *Section 7.5*, together with loss payable and lender endorsements in favor of Administrative Agent with respect to all insurance policies covering Collateral;

(m) **Flood Insurance Matters.** A certificate executed by a Responsible Officer of Borrower Representative providing the address or legal description of each Building or Manufactured (Mobile) Home (each as defined in applicable Flood Insurance Regulations) included in the Mortgages and, if such any Building or Manufactured (Mobile) Home is so included, evidence that all flood insurance required under applicable Flood Insurance Regulations and under the policies of the Lenders has been obtained;

(n) **Lien Searches.** The results of UCC, tax lien and judgment lien searches showing all financing statements and other documents or instruments on file against each Borrower and each other Obligated Party in the appropriate filing offices, and reflecting no Liens against any of the intended Collateral other than Liens being released or assigned to Administrative Agent concurrently with the initial Credit Extension or otherwise permitted under this Agreement;

(o) **Opinions of Counsel.** A favorable opinion of K&L Gates LLP, legal counsel to Borrowers and Guarantors, as to such matters as Administrative Agent may reasonably request;

(p) **Attorneys' Fees and Expenses.** Evidence that the costs and expenses (including reasonable attorneys' fees) referred to in *Section 12.1*, to the extent invoiced, shall have been paid in full by Borrowers; and

(q) **Closing Fees.** Evidence that any other fees due on or before the Closing Date have been paid.

For purposes of determining compliance with the conditions set forth in this *Section 5.1*, each Lender that has signed this Agreement shall be deemed to have consented to, approved or accepted or be satisfied with, each document or other matter required thereunder to be consented to or approved by or be acceptable or satisfactory to a Lender unless Administrative Agent shall have received notice from such Lender prior to the proposed Closing Date specifying its objection thereto.

**Section 5.2 All Extensions of Credit.** The obligation of Lenders to make any Credit Extension hereunder (including the initial Credit Extension) is subject to the following additional conditions precedent:

(a) **Request for Credit Extension.** Administrative Agent shall have received in accordance with this Agreement, as the case may be, a Revolving Credit Borrowing Request, Term Loan Borrowing Request, Letter of Credit Application, or Swing Line Loan Request, as applicable, pursuant to Administrative Agent's requirements and executed by a Responsible Officer of Borrower Representative;

(b) **No Default.** No Default shall have occurred and be continuing, or would result from or after giving effect to such Credit Extension;

(c) **No Material Adverse Event.** No Material Adverse Event shall have occurred and no circumstance shall exist that would reasonably be expected to result in a Material Adverse Event;

(d) **Representations and Warranties.** All of the representations and warranties contained in *Article 6* and in the other Loan Documents shall be true and correct in all material respects (except to the extent that such representation or warranty is qualified by materiality or Material Adverse Event, in which instance such representation or warranty shall be true and correct in all respects after giving effect to such qualification) on and as of the date of such Borrowing with the same force and effect as if such representations and warranties had been made on and as of such

date, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct in all material respects (except to the extent that such representation or warranty is qualified by materiality or Material Adverse Event, in which instance such representation or warranty shall be true and correct in all respects after giving effect to such qualification) as of such earlier date, and except that for purposes of this **Section 5.2**, the representations and warranties contained in **Section 6.2** shall be deemed to refer to the most recent statements furnished pursuant to **Section 7.1(a)** and **(b)**, respectively; and

(e) **Availability under Revolving Credit Facility.** With respect to any request for a Credit Extension under the Revolving Credit Commitments, after giving effect to the Credit Extension so requested, the total Revolving Credit Exposure of the Revolving Credit Lenders shall not exceed the Revolving Credit Availability.

Each request for a Credit Extension hereunder shall be deemed to be a representation and warranty by Borrowers that the conditions specified in this **Section 5.2** have been satisfied on and as of the date of the applicable Credit Extension.

## ARTICLE 6

### REPRESENTATIONS AND WARRANTIES

To induce Administrative Agent and Lenders to enter into this Agreement, and to make Credit Extensions hereunder, except in each instance as qualified by the matters set forth in the Schedules attached hereto, each Borrower represents and warrants to Administrative Agent and Lenders that:

Section 6.1 **Entity Existence.** Each Borrower and its Subsidiaries (a) is duly incorporated or organized, as the case may be, validly existing, and in good standing under the Laws of the jurisdiction of its incorporation or organization; (b) has all requisite power and authority to own its assets and carry on its business as now being or as proposed to be conducted, except where the failure to do so would not reasonably be expected to result in a Material Adverse Event; and (c) is qualified to do business in all jurisdictions in which the nature of its business makes such qualification necessary and where failure to so qualify would not reasonably be expected to result in a Material Adverse Event. Each Borrower and the other Obligated Parties has the power and authority to execute, deliver, and perform its obligations under this Agreement and the other Loan Documents to which it is or may become a party.

Section 6.2 **Financial Statements; Etc.** Borrower Representative has delivered to Administrative Agent audited consolidated financial statements of Parent and its Subsidiaries as at and for the fiscal year ended December 31, 2014 and unaudited consolidated financial statements of Parent and its Subsidiaries as at and for the four (4)-month period ended April 30, 2015, which financial statements reflect the investment in Marodyne in accordance with the equity method of accounting. Such financial statements have been prepared in accordance with GAAP, and fairly present, in all material respects, on a consolidated basis, the financial condition of Parent and its Subsidiaries as of the respective dates indicated therein and the results of operations for the respective periods indicated therein subject to, in the case of the unaudited interim financial statements, normal year-end adjustments and the lack of footnote disclosures. No Material Adverse Event has occurred since the effective date of the most recent audited financial statements of Parent and its Subsidiaries delivered to Administrative Agent. All projections delivered by Borrower Representative to Administrative Agent have been prepared in good faith using assumptions that are reasonable under the circumstances at the time such projections were prepared and delivered to Administrative Agent, and represented, at the time of delivery, Borrower Representative's good faith estimate of its future financial performance; provided, however, that such projections are not to be viewed as facts and that actual results during the period or periods covered by the projections may differ from such

projections and that the differences may be material. Other than the Debt listed on *Schedule 8.1* and Debt otherwise permitted by *Section 8.1*, Borrowers and each Subsidiary have no Debt.

**Section 6.3 Action; No Breach.** The execution, delivery, and performance by each Borrower and each other Obligated Party of this Agreement and the other Loan Documents to which such Person is or may become a party and compliance with the terms and provisions hereof and thereof have been duly authorized by all requisite action on the part of such Person and do not and will not (a) violate or conflict with, or result in a breach of, or require any consent under (i) the Constituent Documents of such Person, (ii) any applicable law, rule, or regulation or any order, writ, injunction, or decree of any Governmental Authority or arbitrator, or (iii) any agreement or instrument to which such Person is a party or by which it or any of its Properties is bound or subject, which, in the case of clause (ii) or (iii), would reasonably be expected to result in a Material Adverse Event, or (b) constitute a default under any such agreement or instrument which would reasonably be expected to result in a Material Adverse Event, or result in the creation or imposition of any Lien upon any of the revenues or assets of such Person.

**Section 6.4 Operation of Business.** Each Borrower and its Subsidiaries possesses all licenses, permits, consents, authorizations, franchises or rights thereto, necessary to conduct its respective businesses substantially as now conducted and as presently proposed to be conducted, and no Borrower nor any of its Subsidiaries is in violation of any valid rights of others with respect to any of the foregoing which would reasonably be expected to result in a Material Adverse Event.

**Section 6.5 Litigation and Judgments.** Except as specifically disclosed in *Schedule 6.5* as of the date hereof, there is no action, suit, investigation, or proceeding before or by any Governmental Authority or arbitrator pending, or to the knowledge of Borrowers, threatened against or affecting Borrowers, any of its Subsidiaries, or any other Obligated Party that would reasonably be expected, if adversely determined, to result in a Material Adverse Event. Except as specifically disclosed in *Schedule 6.5*, there are no outstanding judgments against Borrowers, any of its Subsidiaries, or any other Obligated Party.

**Section 6.6 Rights in Properties; Liens.**

(a) Each Borrower and its Subsidiaries has good and indefeasible title to or valid leasehold interests in its respective material Properties, including the Properties reflected in the financial statements described in *Section 6.2*, and none of the Properties of Borrowers or any of its Subsidiaries is subject to any Lien, except Permitted Liens.

(b) *Schedule 6.6(b)* sets forth a complete and accurate list of all real estate Leases under which Borrowers or any of their Subsidiaries is the lessee on the Closing Date, showing as of the date hereof the street address, county or other relevant jurisdiction, state, lessor, lessee, expiration date and annual rental cost thereof. Each such Lease is the legal, valid and binding obligation of the lessor thereof, enforceable in accordance with its terms, except as enforceability is limited by bankruptcy, insolvency, reorganization, moratorium or other applicable Laws relating to or affecting generally the enforcement of creditors' rights and except to the extent that availability of the remedy of specific performance or injunctive relief is subject to the discretion of the court before which any proceeding therefor may be brought.

**Section 6.7 Enforceability.** This Agreement constitutes, and the other Loan Documents to which any Borrower or any other Obligated Party is a party, when delivered, shall constitute legal, valid, and binding obligations of such Person, enforceable against such Person in accordance with their respective terms, except as limited by Debtor Relief Laws.



Section 6.8 **Approvals.** Except as set forth in *Schedule 6.8*, no authorization, approval, or consent of, and no filing or registration with, any Governmental Authority or third party is or will be necessary for the execution, delivery, or performance by any Borrower or any other Obligated Party of this Agreement and the other Loan Documents to which such Person is or may become a party or the validity or enforceability thereof.

Section 6.9 **Taxes.** Each Borrower and its Subsidiaries has filed all federal, state and other material tax returns required to be filed, including all income, franchise, employment, Property, and sales tax returns, and has paid all of their respective liabilities for taxes, assessments, governmental charges, and other levies that are due and payable, other than taxes the payment of which is being contested in good faith and by appropriate proceedings and reserves for the payment of which are being maintained in accordance with GAAP. Each Borrower knows of no pending investigation of any Borrower or any of its Subsidiaries by any taxing authority or of any pending but unassessed tax liability of any Borrower or any of its Subsidiaries that, if made, would reasonably be expected to result in a Material Adverse Event. No Borrower nor any Subsidiary thereof is party to any tax sharing agreement.

Section 6.10 **Use of Proceeds; Margin Securities.** The proceeds of the Revolving Credit Borrowings shall be used by Borrowers for (a) working capital and general corporate purposes in the ordinary course of business, and (b) the payment of fees and expenses relating to this Agreement and the other Loan Document. The proceeds of the Term Loans will be used by Borrowers for the Closing Date Distribution, the establishment of the Cash Reserve Account and to pay all obligations under the Existing Credit Agreement. No Borrower nor any of its Subsidiaries is engaged principally, or as one of its important activities, in the business of extending credit for the purpose of purchasing or carrying margin stock (within the meaning of Regulations T, U, or X of the Board of Governors of the Federal Reserve System), and no part of the proceeds of any Loan will be used to purchase or carry any margin stock or to extend credit to others for the purpose of purchasing or carrying margin stock.

Section 6.11 **ERISA.** Each Plan that is intended to qualify under *Section 401(a)* of the Code has received a favorable determination letter from the IRS or an application for such a letter is currently being processed by the IRS with respect thereto and, to the knowledge of Borrowers, nothing has occurred which would prevent, or cause the loss of, such qualification. No application for a funding waiver or an extension of any amortization period pursuant to *Section 412* of the Code has been made with respect to any Plan. There are no pending or, to the knowledge of Borrowers, threatened claims, actions or lawsuits, or action by any Governmental Authority, with respect to any Plan. There has been no Prohibited Transaction or violation of the fiduciary responsibility rules with respect to any Plan. No ERISA Event has occurred or, to the knowledge of Borrowers, is reasonably expected to occur. No Plan has any Unfunded Pension Liability. No Obligated Party or ERISA Affiliate has incurred, or, to the knowledge of Borrowers, reasonably expects to incur, any liability under Title IV of ERISA with respect to any Plan (other than premiums due and not delinquent under *Section 4007* of ERISA). No Obligated Party or ERISA Affiliate has incurred, or, to the knowledge of Borrowers, reasonably expects to incur, any liability (and no event has occurred which, with the giving of notice under *Section 4219* of ERISA, would result in such liability) under *Section 4201* or *4243* of ERISA with respect to a Multiemployer Plan. No Obligated Party or ERISA Affiliate has engaged in a transaction that could be subject to *Section 4069* or *4212(c)* of ERISA.

Section 6.12 **Disclosure.** No statement, report, representation, or warranty made by any Borrower or any other Obligated Party in this Agreement or in any other Loan Document or furnished to Administrative Agent or any Lender in connection with this Agreement or any of the transactions contemplated hereby contains any untrue statement of a material fact or omits to state any material fact necessary to make the statements herein or therein not misleading. There is no fact known to Borrowers which is a Material Adverse Event, or is reasonably expected to become a Material Adverse Event that has not been disclosed in writing to Administrative Agent.

Section 6.13 **Subsidiaries.** As of the Closing Date, no Borrower has Subsidiaries other than those listed on *Schedule 6.13* (and, if subsequent to the Closing Date, such additional Subsidiaries as have been formed or in compliance with *Section 7.13*) and *Schedule 6.13* sets forth the jurisdiction of incorporation or organization of each such Subsidiary and the percentage of such Borrower's ownership interest in such Subsidiary. All of the outstanding capital stock or other equity interests of each Subsidiary described on *Schedule 6.13* has been validly issued, is fully paid, and is nonassessable. There are no outstanding subscriptions, options, warrants, calls, rights or other agreements or commitments of any nature relating to any equity interests of any Borrower or any Subsidiary, except as created by the Loan Documents.

Section 6.14 **Agreements.** No Borrower nor any of its Subsidiaries is in default in any respect in the performance, observance, or fulfillment of any of the obligations, covenants, or conditions contained in any agreement or instrument material to its business to which it is a party which would reasonably be expected to result in a Material Adverse Event.

Section 6.15 **Compliance with Laws.** No Borrower nor any of its Subsidiaries is in violation in any respect of any law, rule, regulation, order, or decree of any Governmental Authority or arbitrator (including Healthcare Laws), except where such violation would not reasonably be expected to result in an Exclusion Event or a Material Adverse Event. Without limiting the generality of the foregoing:

(a) neither any Obligated Party nor any Subsidiary, nor any individual employed by any Obligated Party or any Subsidiary, has any criminal culpability or has been excluded from participation in any Medical Reimbursement Program for corporate or individual actions or failures to act known to any Obligated Party or any Subsidiary where such culpability or exclusion has resulted or could reasonably be expected to result in an Exclusion Event and neither any Obligated Party nor any Subsidiary nor any individual employed by any Obligated Party or Subsidiary has been indicted or convicted of a crime, or pled nolo contendere or to sufficient facts, in connection with any allegation of violation of any Medical Reimbursement Program or Healthcare Law;

(b) no officer or other member of management of any Obligated Party or any Subsidiary could reasonably be expected to have individual culpability for matters under investigation by the OIG or other Governmental Authority unless such officer or other member of management has been, within a reasonable period of time after discovery of such actual or potential culpability, either suspended or removed from positions of responsibility related to those activities under challenge by the OIG or other Governmental Authority;

(c) current billing policies, arrangements, protocols, practices and instructions of the Obligated Party and their Subsidiaries comply with requirements of Medical Reimbursement Programs and are administered by properly trained personnel, except where any such failure to comply would not reasonably be expected to result in an Exclusion Event or a Material Adverse Event;

(d) current arrangements of the Obligated Party and their Subsidiaries, with physicians and other healthcare providers and referral sources, comply with all applicable Healthcare Laws, except where any such failure to comply would not reasonably be expected to result in an Exclusion Event or a Material Adverse Event;

(e) neither any Obligated Party nor any Subsidiary thereof (A) is or has since January 1, 2012 been a party to a corporate integrity agreement with a Governmental Authority that imposes restrictions or costs on such Person nor (B) has or has within the last five (5) years had any reporting

obligations pursuant to a settlement agreement, plan of correction or other remedial measure entered into with any Governmental Authority;

(f) neither any Obligated Party nor any Subsidiary thereof has received since January 1, 2012 any written notice of any material violation of any Law, statute, rule, regulation, ordinance, code, judgment, order writ, decree, permit, concession, franchise or other governmental approval applicable to it or any of its property, which notice, individually or in the aggregate would reasonably be expected to result in an Exclusion Event or a Material Adverse Event;

(g) except as set forth on **Schedule 6.30**, neither any Obligated Party nor any Subsidiary thereof has since January 1, 2012 (A) failed to repay any overpayments received from, or has failed to refund any amount due to, any Government Medical Reimbursement Program in violation of any Healthcare Law nor (B) received written notice of, or has any knowledge of, any overpayment or refunds due to any Government Medical Reimbursement Program, except for overpayments not in excess of \$1,250,000 in the aggregate annually for all Obligated Parties, which are to be refunded promptly in the ordinary course of business to the extent required under applicable Healthcare Law;

(h) neither any Obligated Party nor any Subsidiary thereof has employment or other contractual arrangements with a Person that has been the subject of an Exclusion Event; and

(i) neither any Obligated Party nor any Subsidiary or any Affiliate thereof is in violation of and shall not violate any of the country or list based economic and trade sanctions administered and enforced by OFAC that are described or referenced at <http://ustreas.gov/offices/enforcement/ofac/> or as otherwise published from time to time.

#### Section 6.16 **Intentionally Omitted.**

Section 6.17 **Regulated Entities.** No Borrower nor any of its Subsidiaries is (a) an “*investment company*” or a company “controlled” by an “*investment company*” within the meaning of the Investment Company Act of 1940 or (b) subject to regulation under any other federal or state statute, rule or regulation limiting its ability to incur Debt, pledge its assets or perform its obligations under the Loan Documents.

#### Section 6.18 **Environmental Matters.**

(a) Each Borrower and its Subsidiaries, and all of its respective Properties, assets, and operations are in compliance with all Environmental Laws. No Borrower is aware of, nor has any Borrower received notice of, any past, present, or future conditions, events, activities, practices, or incidents which may interfere with or prevent the compliance or continued compliance of such Borrower and its Subsidiaries with all Environmental Laws;

(b) Each Borrower and its Subsidiaries has obtained all permits, licenses, and authorizations that are required under applicable Environmental Laws, and all such permits are in good standing and such Borrower and its Subsidiaries are in compliance with all of the terms and conditions of such permits;

(c) No Hazardous Materials exist on, about, or within or have been used, generated, stored, transported, disposed of on, or Released from any of the Properties or assets of any Borrower or any of its Subsidiaries. The use which Borrowers and their Subsidiaries make and intend to make of their respective Properties and assets will not result in the use, generation, storage,

transportation, accumulation, disposal, or Release of any Hazardous Material on, in, or from any of their Properties or assets;

(d) No Borrower nor any of its Subsidiaries nor any of their respective currently or previously owned or leased Properties or operations is subject to any outstanding or threatened order from or agreement with any Governmental Authority or other Person or subject to any judicial or docketed administrative proceeding with respect to (i) failure to comply with Environmental Laws, (ii) Remedial Action, or (iii) any Environmental Liabilities arising from a Release or threatened Release;

(e) There are no conditions or circumstances associated with the currently or previously owned or leased Properties or operations of any Borrower or any of its Subsidiaries that could reasonably be expected to give rise to any Environmental Liabilities;

(f) No Borrower nor any of its Subsidiaries is a treatment, storage, or disposal facility requiring a permit under the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., regulations thereunder or any comparable provision of state law. Each Borrower and its Subsidiaries are in compliance with all applicable financial responsibility requirements of all Environmental Laws;

(g) No Borrower nor any of its Subsidiaries has filed or failed to file any notice required under applicable Environmental Law reporting a Release; and

(h) No Lien arising under any Environmental Law has attached to any property or revenues of any Borrower or any of its Subsidiaries.

Section 6.19 **Intellectual Property.** As of the Closing Date, all material registered Intellectual Property owned or used by Borrowers and its Subsidiaries (except for trade secrets) is listed, together with application or registration numbers, where applicable, in *Schedule 6.19*. Each Person identified on *Schedule 6.19* owns, or is licensed to use, all Intellectual Property necessary to conduct its business as currently conducted except for such Intellectual Property the failure of which to own or license would not reasonably be expected to result in a Material Adverse Event. Each Person identified on *Schedule 6.19* will maintain patents and registered trademarks with the United States Patent and Trademark Office, and registered copyrights with the United States Copyright Office to the extent such patents, registered trademarks and registered copyrights are material to the business of such Person.

Section 6.20 **Foreign Assets Control Regulations and Anti-Money Laundering.** Each Obligated Party and each Subsidiary of each Obligated Party is and will remain in compliance in all material respects with all United States economic sanctions Laws, Executive Orders and implementing regulations as promulgated by OFAC, and all applicable anti-money laundering and counter-terrorism financing provisions of the Bank Secrecy Act and all regulations issued pursuant to it. No Obligated Party and no Subsidiary of any Obligated Party (a) is a Person designated by the United States government on the list of the Specially Designated Nationals and Blocked Persons (the “*SDN List*”) with which a United States Person cannot deal with or otherwise engage in business transactions, (b) is a Person who is otherwise the target of United States economic sanction Laws such that a United States Person cannot deal or otherwise engage in business transactions with such Person, or (c) is controlled by (including without limitation by virtue of such person being a director or owning voting shares or interests), or acts, directly or indirectly, for or on behalf of, any person or entity on the SDN List or a foreign government that is the target of United States economic sanctions prohibitions such that the entry into, or performance under, this Agreement or any other Loan Document would be prohibited under United States law.

Section 6.21 **Patriot Act.** The Obligated Parties and each of their Subsidiaries are in compliance with (a) the Trading with the Enemy Act, and each of the foreign assets control regulations of the United States Treasury Department (31 CFR, Subtitle B Chapter V, as amended), and all other enabling legislation or executive order relating thereto, (b) the Patriot Act, and (c) all other federal or state Laws relating to “know your customer” and anti-money laundering rules and regulations. No part of the proceeds of any Loan will be used directly or indirectly for any payments to any government official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of the United States Foreign Corrupt Practices Act of 1977.

Section 6.22 **Insurance.** The properties of Borrowers and its Subsidiaries are insured with financially sound and reputable insurance companies not Affiliates of Borrowers, in such amounts (after giving effect to any self-insurance compatible with the following standards), with such deductibles and covering such risks as are customarily carried by companies engaged in similar businesses and owning similar properties in localities where Borrowers or the applicable Subsidiary operates. The Administrative Agent and each Lender agree that the coverage on the Closing Date fulfills the requirements of this **Section 6.22** as of the Closing Date.

Section 6.23 **Solvency.** Borrowers and the Obligated Parties on a consolidated basis are Solvent and have not entered into any transaction with the intent to hinder, delay or defraud a creditor.

Section 6.24 **Security Documents.** The provisions of the Security Documents are effective to create in favor of Administrative Agent for the benefit of the Secured Parties a legal, valid and enforceable Lien (subject to Permitted Liens) on all right, title and interest of the respective Obligated Parties party thereto in the Collateral.

Section 6.25 **Businesses.** Borrowers are presently engaged directly or through its Subsidiaries in the Core Business.

Section 6.26 **Labor Matters.** There are no strikes or other labor disputes against any Borrower or any of its Subsidiaries or, or to the best knowledge of Borrowers, threatened against any Borrower or any of its Subsidiaries, which would reasonably be expected to result in a Material Adverse Event.

Section 6.27 **Fraud and Abuse.** Neither any Obligated Party nor any Subsidiary nor any of their respective officers or directors has engaged in any activities that are prohibited under any applicable provision of any Healthcare Law, including HIPAA or the Medicare Regulations, except where any such conduct or activity would not reasonably be expected to result in an Exclusion Event or a Material Adverse Event.

Section 6.28 **Licensing and Accreditation.**

(a) Except as set forth in Schedule 6.28, each of the Obligated Parties and their Subsidiaries has, to the extent applicable: (i) obtained (or been duly assigned) all required Governmental Approvals and certificates of need or determinations of need as required by the relevant state Governmental Authority for the acquisition, construction, expansion of, investment in or operation of its businesses and Facilities as currently operated; (ii) obtained and maintains all Healthcare Permits; (iii) to the extent currently accredited, maintains accreditation; (iv) entered into and maintains its Medicare Provider Agreements to the extent such Obligated Party participates in Medicare; and (v) all such Healthcare Permits are in full force and effect on the date hereof and have not been revoked or suspended or otherwise limited in any material respect (collectively, “**Certificates, Licenses and Accreditation**”). To the knowledge of the Obligated Parties, no other material fact exists with respect to the Certificates, Licenses and Accreditation that allows, or after

notice or lapse of time or both, would reasonably be expected to result in the revocation, suspension, material restriction or termination of any of the Certificates, Licenses and Accreditation. No written notice from any Governmental Authority in respect to the revocation, suspension or termination of any Certificates, Licenses and Accreditation has been delivered, issued, proposed or threatened to Borrowers.

(b) To the knowledge of the Obligated Parties, each Contract Provider is duly licensed by the Governmental Authority having jurisdiction over the provision of professional medical services by such Person in the locations where the Obligated Parties and their Subsidiaries conduct business, to the extent such licensing is required by Law to enable such Person to provide the professional medical services provided by such Person.

(c) Except as set forth in Schedule 6.30, to the knowledge of the Obligated Parties, there is no civil, criminal or administrative action, suit, claim, indictment, proceeding, hearing, charge, complaint, demand, audit inspection or investigation (collectively, "Regulatory Proceedings") pending or threatened by any federal, state or local governmental agency against any Obligated Party or any Subsidiary or any Responsible Officer or, to the knowledge of any Obligated Party, Contract Provider thereof.

**Section 6.29 Reimbursement from Medical Reimbursement Programs.** The accounts receivable of the Obligated Parties and their Subsidiaries and all billing and collection practices of Obligated Parties and their Subsidiaries have been and will continue to be consistent in all material respects with the written reimbursement policies of Medical Reimbursement Programs, including Medicare, Medicaid, Blue Cross/Blue Shield, private insurance companies, health maintenance organizations, preferred provider organizations, alternative delivery systems, managed care systems, government contracting agencies and other third party payors. In particular, accounts receivable relating to Medical Reimbursement Programs do not materially exceed amounts any Obligated Party is entitled to receive under any capitation arrangement, fee schedule, discount formula, cost-based reimbursement or other adjustment or limitation to its usual charges. Neither the Obligated Parties nor their Subsidiaries have submitted to any Government Medical Reimbursement Program any false, fraudulent, abusive or improper claim for payment, billed any Government Medical Reimbursement Program for any service not rendered as claimed, or received and retained any payment or reimbursement from any Government Medical Reimbursement Program in excess of the proper amount allowed by applicable Law and applicable contracts or agreements with the Government Medical Reimbursement Program except for immaterial billing errors or discrepancies occurring in the ordinary course of business. Notwithstanding the above, except as set forth on **Schedule 6.30**, there shall be no violation of any representation in this **Section 6.29** relating to overpayments in connection with Medical Reimbursement Programs to the extent such does not exceed \$1,250,000 in the aggregate annually for all Obligated Parties.

**Section 6.30 Medicare Notices and Filings Related to Health Care Business.** Except as set forth on **Schedule 6.30**, with respect to the Obligated Parties and their Subsidiaries, to the extent applicable: (i) each has timely filed all reports required to be filed in connection with Medicare and due on or before the date hereof, and all required reports and administrative forms and filings are true and complete in all material respects except in each case, with respect to immaterial reports, forms and other filings where such failure to file would not reasonably be expected to have a material adverse effect on any Obligated Party's continued participation in good standing in Medicare; (ii) to the Borrowers' knowledge, there are no material claims, actions, proceedings or appeals pending (and neither any Obligated Party nor any of their Subsidiaries has, to the knowledge of any Obligated Party, filed anything that would result in any material claims, actions or appeals) before any Governmental Authority with respect to any Medicare cost reports or claims filed by any Obligated Party or any of their Subsidiaries on or before the date hereof, or with respect to any adjustments, denials, recoupments or disallowances by any intermediary, carrier, other

insurer, commission, board or agency in connection with any cost reports or claims; (iii) no validation review, survey, inspection, audit, investigation or program integrity review (other than routine surveys or reviews conducted by any Governmental Authority or other accreditation entity) related to any Obligated Party or any Subsidiary has been conducted by any Governmental Authority or government contractor in connection with the Medicare program, and to the knowledge of any Obligated Party, no such reviews are scheduled, pending or threatened against or affecting any Obligated Party or any Subsidiary; and (iv) each has timely filed all material reports, data and other information required by any other Governmental Authority with authority to regulate any Obligated Party or any Subsidiary or its business in any manner.

## ARTICLE 7

### AFFIRMATIVE COVENANTS

Each Borrower covenants and agrees that, as long as the Obligations or any part thereof are outstanding or any Letter of Credit shall remain outstanding or any Lender has any Commitment hereunder:

Section 7.1 **Reporting Requirements.** Borrower Representative will furnish to Administrative Agent:

(a) **Parent Annual Financial Statements.** As soon as available, and in any event within one hundred thirty (130) days after the last day of each fiscal year of Parent, beginning with the fiscal year ending December 31, 2015, a copy of the annual audit report of Parent and its Subsidiaries for such fiscal year containing, on a consolidated basis, a balance sheet and the related statements of income, members equity and cash flow as of the end of such fiscal year and for the twelve (12)-month period then ended, in each case setting forth in comparative form the figures for the preceding fiscal year, all in reasonable detail and audited and certified by McGladrey LLP or another independent certified public accounting firm of nationally recognized standing acceptable to Administrative Agent, to the effect that such report has been prepared in accordance with GAAP and containing no material qualifications or limitations on scope.

(b) **Parent Quarterly Financial Statements.** As soon as available, and in any event within forty-five (45) days after the last day of each fiscal quarter of each fiscal year of Parent, a copy of an unaudited financial report of Parent and its Subsidiaries as of the end of such fiscal quarter and for the portion of the fiscal year then ended, containing, on a consolidated basis, a balance sheet and related statements of income, members equity and cash flow, in each case setting forth in comparative form the figures for the corresponding period of the preceding fiscal year, all in reasonable detail certified by a Responsible Officer of Parent to have been prepared in accordance with GAAP (subject to year-end audit adjustments and the absence of footnotes) and to fairly present in all material respects the financial condition and results of operations of Parent and its Subsidiaries, on a consolidated basis, as of the dates and for the periods indicated therein.

(c) **Location Specific Statements.** If requested by Administrative Agent, profit and loss statements for the Obligated Parties on a location by location basis, on a quarterly basis within forty-five (45) days after the end of each fiscal quarter of Parent and its Subsidiaries.

(d) **Compliance Certificate.** Concurrently with the delivery of each of the financial statements referred to in *Sections 7.1(a)* and *7.1(b)*, a Compliance Certificate (i) stating that to the best of the knowledge of the Responsible Officer executing same, no Event of Default has occurred and is continuing, or if an Event of Default has occurred and is continuing, a statement as to the nature thereof and the action which is proposed to be taken with respect thereto, (ii) showing in reasonable detail the calculations demonstrating compliance with the covenants set forth in

**Article 9** and (iii) containing such other information as is required to be disclosed pursuant to **Exhibit C** attached hereto.

(e) **Projections.** As soon as available, but in any event no more than sixty (60) days after the beginning of each fiscal year of Parent, forecasts prepared by management of Borrower Representative, in form and substance satisfactory to Administrative Agent, of consolidated balance sheets, income statements and cash flows of Parent and its Subsidiaries on a monthly basis for such fiscal year.

(f) **Management Letters.** Promptly upon receipt thereof, a copy of any audit reports, management letters or recommendations submitted to Borrower Representative or any of its Subsidiaries by independent certified public accountants with respect to the business, condition (financial or otherwise), operations, prospects, or Properties of Borrowers or any of its Subsidiaries.

(g) **Notice of Litigation.** Promptly after the institution thereof, written notice of all actions, suits, and proceedings before any Governmental Authority or arbitrator affecting any Borrower or any of its Subsidiaries which, if determined adversely to such Borrower or such Subsidiary, could reasonably be expected to result in a Material Adverse Event.

(h) **Notice of Default.** As soon as possible and in any event within five (5) Business Days after the occurrence of any Default, a written notice setting forth the details of such Default and the action that Borrowers have taken and proposes to take with respect thereto.

(i) **ERISA Reports.** Promptly after the filing or receipt thereof, copies of all reports, including annual reports, and notices which any Borrower or ERISA Affiliate files with or receives from the PBGC, the IRS, or the U.S. Department of Labor under ERISA; as soon as possible and in any event within five days after any Borrower or any ERISA Affiliate knows or has reason to know that any ERISA Event or Prohibited Transaction has occurred with respect to any Plan, a certificate of the chief financial officer of Borrower Representative setting forth the details as to such ERISA Event or Prohibited Transaction and the action that such Borrower proposes to take with respect thereto; annually, copies of the notice described in *Section 101(f)* of ERISA that such Borrower or ERISA Affiliate receives with respect to a Plan or Multiemployer Plan.

(j) **Reports to Other Creditors.** Promptly after the furnishing thereof, copies of any statement or report furnished to any other party pursuant to the terms of any material indenture, loan, or credit or similar agreement and not otherwise required to be furnished to Administrative Agent pursuant to any other clause of this *Section 7.1*.

(k) **Acquisition of Real Property, Fee or Leasehold.** As soon as available, but in any event within 45 days after the end of each fiscal quarter of Borrowers, a list and description (including the street address, county or other relevant jurisdiction, state, record owner and, in the case of leases of property, lessor, lessee, expiration date and annual rental cost thereof, and in the case of owned real property, the book value thereof) of all real property acquired or leased during such fiscal quarter;

(l) **Healthcare Matters.** Promptly (and in any event within three (3) Business Days), notify the Administrative Agent, in writing, of (i) the institution of any investigation, review or proceeding against any Obligated Party of which such Obligated Party has knowledge to suspend, revoke or terminate (or that could reasonably be expected to result in the termination of) any Medicare Provider Agreement, or any such investigation or proceeding that could reasonably be expected to result in an Exclusion Event, (ii) any notice of loss or threatened loss of any applicable



Governmental Approval (including a Healthcare Permit) or accreditation, loss of participation under any Medical Reimbursement Program, (iii) any notice of an actual or threatened Exclusion Event, (iv) any notice of an actual or threatened proceeding or investigation into (A) a Borrowers' right to participate in any Medical Reimbursement Program, (B) the compliance by any Borrower with the requirements of any Medical Reimbursement Program that would reasonably be expected to have a Material Adverse Event or (C) the right of any Borrower to receive or retain amounts received under any Medical Reimbursement Program that would reasonably be expected to result in a Material Adverse Event, (v) the voluntary disclosure by (or on behalf of ) any Obligated Party or Subsidiary thereof to any Medical Reimbursement Program or any Governmental Authority of an actual or potential overpayment matter in excess of \$150,000 per overpayment; (vi) the imposition of a civil monetary penalty assessed against any Obligated Party, owner, officer, manager, or other Person with a combination of direct and indirect ownership interests equal to 5% or more in any Obligated Party or is the subject of any proceeding seeking to assess such penalty; (vii) any notice that any Obligated Party is involved in or named in a U.S. Attorney complaint made or any other action taken pursuant to the False Claims Act under 31 U.S.C. §§3729-3731 or qui tam action brought pursuant to 31 U.S.C. §3729 et seq.; (viii) notice of any material reduction in the level of reimbursement expected to be received by any Obligated Party with respect to its services or (ix) of any report or communication received from any Governmental Authority in connection with any adverse inspection of any facility of any Obligated Party (other than those relating to non-material adverse findings).

(m) **Accounts Receivable Summary.** As soon as available, and in any event within 45 days after the end of each calendar quarter, an account receivable summary, organized by month, in substantially the form previously presented to Administrative Agent, and if requested by Administrative Agent in writing, a detailed aging, classifying Borrower's and its Subsidiaries' domestic and export accounts receivable in categories of 0-30, 31-60, 61-90 and over 90 days from date of invoice, and in such form and detail as Administrative Agent shall require and, in either case, certified by the chief financial officer of Borrower Representative (provided that all protected patient information shall be redacted);

(n) **Notice of Material Adverse Event.** As soon as possible and in any event within five (5) Business Days after the occurrence thereof, written notice of any event or circumstance that would reasonably be expected to result in a Material Adverse Event;

(o) **Tax Returns.** As soon as available, but in no event later than 20 days after the filing thereof, copies of the federal income tax returns of each Obligated Party; and

(p) **General Information.** Promptly, such other information concerning any Borrower, any of its Subsidiaries, or any other Obligated Party as Administrative Agent, or any Lender through Administrative Agent. may from time to time reasonably request.

Section 7.2 **Maintenance of Existence; Conduct of Business.** Each Borrower shall, and shall cause each of its Subsidiaries to, (a) preserve and maintain its existence and all of its leases, privileges, licenses, permits, franchises, qualifications, and rights that are necessary in the ordinary conduct of its business, except to the extent a failure to so preserve and maintain would not reasonably be expected to result in a Material Adverse Event and (b) preserve, renew and maintain all Governmental Approvals as are necessary for the conduct of its business as currently conducted, including professional licenses and Medicare Provider Agreements, except to the extent a failure to so preserve, renew and maintain would not reasonably be expected to result in a Material Adverse Event.

Section 7.3 **Maintenance of Properties.** Subject to the terms of this Agreement, each Borrower shall, and shall cause each of its Subsidiaries to, maintain, keep, and preserve all of its material Properties (tangible and intangible) necessary or useful in the proper conduct of its business in good working order and condition, ordinary wear and tear excluded.

Section 7.4 **Taxes and Claims.** Each Borrower shall, and shall cause each of its Subsidiaries to, pay or discharge at or before maturity or before becoming delinquent (a) all taxes, levies, assessments, and governmental charges imposed on it or its income or profits or any of its Property, and (b) all lawful claims for labor, material, and supplies, which, if unpaid, would likely become a Lien upon any of its Property; *provided, however*, that no Borrower nor any of its Subsidiaries shall be required to pay or discharge any tax, levy, assessment, or governmental charge which is being contested in good faith by appropriate proceedings diligently pursued, and for which adequate reserves in accordance with GAAP have been established.

Section 7.5 **Insurance.**

(a) Each Borrower shall, and shall cause each of its Subsidiaries to, maintain insurance with financially sound and reputable insurance companies in such amounts and covering such risks as is usually carried by corporations engaged in similar businesses and owning similar Properties in the same general areas in which such Borrower and its Subsidiaries operate, *provided* that in any event each Borrower will maintain and cause each of its Subsidiaries to maintain workmen's compensation insurance, property insurance, comprehensive general liability insurance, products liability insurance, and business interruption insurance reasonably satisfactory to Administrative Agent (it being agreed that the coverage in place on the Closing Date is satisfactory to Administrative Agent as of the Closing Date). Each insurance policy covering Collateral shall name Administrative Agent as loss payee and each insurance policy covering liabilities shall name Administrative Agent as additional insured, and each such insurance policy shall provide that such policy will not be cancelled or reduced without 30 days prior written notice to Administrative Agent. Each Borrower shall execute and deliver to Administrative Agent a collateral assignment, in form and substance satisfactory to Administrative Agent, of each business interruption insurance policy maintained by such Borrower.

(b) Subject to *Section 7.5(c)*, all net cash proceeds of insurance consisting of Extraordinary Receipts in excess of \$250,000 shall be paid over to Administrative Agent for application to the Obligations under the Loan Documents, to the extent required under *Section 2.9(d)(v)*, unless Required Lenders otherwise agree in writing in their sole discretion.

(c) As long as no Event of Default then exists, Borrowers may apply the net proceeds of a casualty or condemnation (each a "**Loss**") to the repair, restoration, or replacement of the assets suffering such Loss, so long as (i) such repair, restoration, or replacement is completed within one hundred eighty (180) days after the date of such Loss (or such longer period of time agreed to in writing by Required Lenders), (ii) while such repair, restoration, or replacement is underway, all of such net proceeds are on deposit with Administrative Agent in a separate deposit account over which Administrative Agent has exclusive control, and (iii) such Loss did not cause an Event of Default. If an Event of Default occurs pursuant to which Administrative Agent exercises its rights to accelerate the Obligations under the Loan Documents as provided in *Section 10.2* or such repair, restoration, or replacement is not completed within one hundred eighty (180) days of the date of such Loss (or such longer period of time agreed to in writing by Required Lenders), then Administrative Agent may immediately and without notice to any Person apply all of such net proceeds to such Obligations, regardless of any other prior agreement regarding the disposition of such net proceeds.

(d) If at any time any Building or Manufactured (Mobile) Home (as defined in applicable Flood Insurance Regulations) included in the Collateral (that is subject to a Mortgage) is or has become located in an area designated as a “flood hazard area” under applicable Flood Insurance Regulations, each Borrower shall, and shall cause each of its Subsidiaries to, (i) provide Administrative Agent with a description of such Building or Manufactured (Mobile) Home, including the address and legal description thereof and such other information as may be requested by Administrative Agent to obtain a flood determination or otherwise satisfy its obligations under applicable Flood Insurance Regulations, (ii) obtain flood insurance in such amounts as required by applicable Flood Insurance Regulations and (iii) provide evidence in form and substance reasonably satisfactory to Administrative Agent of such flood insurance to Administrative Agent.

**Section 7.6 Inspection Rights.** At any reasonable time and from time to time, Borrowers shall, and shall cause each of its Subsidiaries to, permit representatives of Administrative Agent (Lenders may accompany Administrative Agent) to examine, inspect, review, evaluate and make physical verifications and appraisals of the inventory and other Collateral in any manner and through any reasonable medium that Administrative Agent considers advisable, (b) to examine, copy, and make extracts from its books and records, (c) to visit and inspect its Properties, and (d) to discuss its business, operations, and financial condition with its officers, employees, and independent certified public accountants, in each instance, at Borrowers’ expense; provided, however, that in the absence of an Event of Default, Administrative Agent and Lenders shall not be permitted to visit and inspect Borrowers’ and its Subsidiaries’ Properties more than one time per fiscal year.

**Section 7.7 Keeping Books and Records.** Parent shall maintain proper books of record and account in accordance with past practice in which full, true, and correct entries in conformity with GAAP shall be made of all dealings and transactions in relation to the business and activities of Parent and its Subsidiaries.

**Section 7.8 Compliance with Laws.** Each Borrower shall, and shall cause each of its Subsidiaries to:

(a) comply in all material respects with all applicable Laws and decrees of any Governmental Authority or arbitrator except where the failure to comply would not reasonably be expected to result in a Material Adverse Event.

(b) ensure that (i) billing policies, arrangements, protocols and instructions comply with reimbursement requirements under Government Medical Reimbursement Programs; and (ii) medical director compensation arrangements and other arrangements with referring physicians comply with applicable Healthcare Laws, including the Stark Law and the Federal Anti-Kickback Statute, except in each case, where the failure to comply would not reasonably be expected to have a Material Adverse Event;

(c) maintain a corporate health care regulatory compliance program (“CCP”) which reasonably addresses the material requirements of applicable Healthcare Laws, including at least the following components and will allow the Administrative Agent and/or any outside consultants from time to time to review such CCP: (i) standards of conduct and procedures that describe compliance policies regarding Laws designed to prevent fraud and abuse; (ii) a specific officer identified as having overall responsibility for the CCP; (iii) training and education programs which communicate the CCP to employees and agents, as appropriate; (iv) auditing systems and publicizing a reporting system to allow employees and other agents to anonymously report criminal or suspect conduct and potential compliance problems; (v) disciplinary guidelines for enforcement

of compliance policies; and (vi) mechanisms to promptly respond to detected violations of the CCP; and

(d) maintain a health care privacy compliance program (as part of its CCP or otherwise) which addresses all material and applicable federal and state laws pertaining to the privacy and security of health information, including HIPAA.

**Section 7.9 Compliance with Agreements.** Each Borrower shall, and shall cause each of its Subsidiaries to, comply in all material respects with all agreements, contracts, and instruments binding on it or affecting its Properties or business, except to the extent a failure to so comply would not result in a Material Adverse Event.

**Section 7.10 Further Assurances; Post Closing.** Each Borrower shall, and shall cause each of its Subsidiaries and each other Obligated Party to, execute and deliver such further agreements and instruments and take such further action as may be reasonably requested by Administrative Agent or any Lender to carry out the provisions and purposes of this Agreement and the other Loan Documents and to create, preserve, and perfect the Liens of Administrative Agent in the Collateral. Borrower Representative shall deliver to Administrative Agent each of the items shown on Schedule 7.10 in form and substance reasonably acceptable to Administrative Agent on or before the dates specified therein.

**Section 7.11 ERISA.** Each Borrower shall, and shall cause each of its Subsidiaries to, cause each Plan to comply with all minimum funding requirements, and all other material requirements, of ERISA, if applicable, so as not to give rise to any material liability thereunder.

**Section 7.12 Depository Relationship; Cash Reserve Account.**

(a) Each Borrower shall, and shall cause each of its Subsidiaries to, use Texas Capital Bank as its principal depository bank and each Borrower shall, and shall cause each of its Subsidiaries to, maintain Texas Capital Bank, or such other bank as approved by the Administrative Agent, as its principal depository bank, including for the maintenance of business, cash management, operating and administrative deposit accounts; provided, that each Borrower and its Subsidiaries may maintain deposit accounts with other depository banks so long as (i) the aggregate balance of all such accounts does not exceed \$600,000 at any time or (ii) subject to **Section 7.10**, such deposit accounts (other than any Excluded Deposit Accounts (as defined in the Security Documents)) are subject to deposit account control agreements in form and substance reasonably satisfactory to Administrative Agent.

(b) Borrowers shall maintain the Cash Reserve Account at all times, provided, that Administrative Agent and Required Lenders may, in their sole discretion after Borrower Representative's written request, waive such requirement, in whole or in part, based on various factors, including but not limited to whether (i) any litigation or material claims exist involving non-medical malpractice matters, and (ii) all medical malpractice claims and potential litigation related to such claims are properly reserved for in the Cash Reserve Account in amounts that are considered commercially reasonable based on the Borrowers' historical settlement experience and the probable near term losses associated with claims and, provided, further, that, Administrative Agent shall deposit in one of Borrowers' operating accounts maintained in accordance with **Section 7.12(a)** all interest and other income earned from time to time on the Cash Reserve Account so long as the Cash Reserve Account balance is not less than \$10,000,000.

**Section 7.13 Additional Guarantors.** Borrower Representative shall notify Administrative Agent at the time that any Person becomes a Subsidiary, and promptly thereafter (and any event within ten

(10) days) (i) execute and deliver to Administrative Agent all Security Documents, stock certificates, stock powers and other agreements and instruments as may be reasonably requested by Administrative Agent to ensure that Administrative Agent has a perfected security interest in all ownership interests held by any Obligated Party in such Subsidiary, and (ii) cause such Person to (a) become a Guarantor by executing and delivering to Administrative Agent a Guaranty, (b) execute and deliver all Security Documents requested by Administrative Agent pledging to Administrative Agent for the benefit of the Secured Parties all of its Property (subject to such exceptions as Administrative Agent may permit) and take all actions reasonably required by Administrative Agent to grant to Administrative Agent for the benefit of Secured Parties a perfected first priority security interest in such property, including the filing of Uniform Commercial Code financing statements in such jurisdictions as may be requested by Administrative Agent, (c) with respect to each real property owned in fee simple by such Subsidiary: (i) the Mortgage and evidence of the proper recordation of each such Mortgage (or the delivery of any such Mortgage to the applicable title insurance company for recordation, on or immediately after the date of such delivery to such company) in the appropriate filing office, and (ii) the Owned Real Estate Support Documents with respect to such real property; and (d) deliver to Administrative Agent such other documents and instruments as Administrative Agent may reasonably require, including appropriate favorable opinions of counsel to such Person in form, content and scope reasonably satisfactory to Administrative Agent. Each Subsidiary of each Borrower shall be a U.S. Person.

## ARTICLE 8

### NEGATIVE COVENANTS

Each Borrower covenants and agrees that, as long as the Obligations or any part thereof are outstanding or any Letter of Credit outstanding or any Lender has any Commitment hereunder:

Section 8.1 **Debt.** Each Borrower shall not, and shall not permit any of its Subsidiaries to, directly or indirectly, incur, create, assume, or permit to exist any Debt, except:

(a) The Obligations under the Loan Documents and Obligations existing or arising under Bank Product Agreements other than Hedge Agreements;

(b) Existing Debt described on *Schedule 8.1* and any refinancings, refundings, renewals or extensions thereof, provided, that the amount thereof is not increased thereby;

(c) Hedge Obligations existing or arising under Hedge Agreements permitted by *Section 8.17*;

(d) Guarantees by any Borrower or another Obligated Party in respect of Debt of another Person (other than a Borrower, Obligated Party or any Excluded Entity) not to exceed \$5,000,000 in aggregate principal amount at any time outstanding;

(e) Purchase money Debt and Capitalized Lease Obligations not to exceed \$10,000,000 in the aggregate at any time outstanding;

(f) Debt consisting of unpaid insurance premiums (not in excess of one (1) year's premiums) owing to insurance companies and insurance brokers incurred in connection with the financing of insurance premiums in the ordinary course of business;

(g) Debt arising in connection with endorsement of instruments for deposit in the ordinary course of business and deposits supporting the performance of operating leases in the ordinary course of business;

(h) Debt arising from the honoring by a bank or other financial institution of a check, draft or similar instrument in the ordinary course of business and Debt in the ordinary course of business in respect of netting services, overdraft protections and otherwise in connection with deposit accounts or other customary cash management services;

(i) Debt consisting of deferred purchase price or notes issued to officers, directors and employees to purchase or redeem equity interests (or options or warrants or similar instruments) of Parent, to the extent that such purchases or redemptions are otherwise permitted hereunder;

(j) Debt of (i) any Borrower or any Subsidiary Obligated Party owing to such Borrower or any Subsidiary Obligated Party and (ii) any Borrower owing to a Subsidiary which is not an Obligated Party so long as the repayment obligations of such Borrower at any date to any Subsidiary Obligated Party are subordinated to the repayment in full of the Obligations on terms and conditions that are reasonably satisfactory to the Required Lenders;

(k) Debt incurred in the ordinary course of business with respect to workers compensation and other self-insurance obligations, performance, surety, appeal, bid or similar bonds; and

(l) settlement obligations and obligations in respect of judgments not otherwise constituting an Event of Default and permitted hereunder.

Section 8.2 **Limitation on Liens.** Parent shall not, and shall not permit any of its Subsidiaries to, incur, create, assume, or permit to exist any Lien upon any of its Property, assets, or revenues, whether now owned or hereafter acquired, except:

(a) Existing Liens disclosed on *Schedule 8.2*; including replacement Liens on the property subject to such Liens securing Debt permitted by *Section 8.1(b)*;

(b) Liens in favor of the Secured Parties or Administrative Agent for the benefit of Secured Parties;

(c) Encumbrances consisting of minor easements, zoning restrictions, or other restrictions on the use of real property that do not (individually or in the aggregate) materially affect the value of the assets encumbered thereby or materially impair the ability of any Borrower or its Subsidiaries to use such assets in their respective businesses;

(d) Liens for taxes, assessments, or other governmental charges which are not delinquent or which are being contested in good faith and for which adequate reserves in accordance with GAAP have been established;

(e) Liens arising in the ordinary course of business (such as (i) Liens of carriers, warehousemen, mechanics, landlords, repairmen and materialmen and other similar Liens imposed by law and (ii) Liens incurred in connection with worker's compensation, unemployment compensation and other types of social security (excluding Liens arising under ERISA) or in connection with surety bonds, bids, performance bonds and similar obligations) for sums not overdue (or, in the case of Liens of carriers, warehousemen, mechanics, landlords, repairmen and

materialmen, not overdue by more than sixty (60) days) or being diligently contested in good faith by appropriate proceedings and not involving any deposits or advances or borrowed money or the deferred purchase price of property or services and, in each case, for which it maintains adequate reserves in accordance with GAAP and the execution or other enforcement of which is effectively stayed;

(f) Purchase money Liens on specific property to secure Debt used to acquire such Property and Liens securing Capitalized Lease Obligations with respect to specific leased property, in each case to the extent permitted in *Section 8.1(e)*;

(g) Liens securing Debt permitted under *Section 8.1(f)* hereof on the policies being financed, including in respect thereof, all returns of premium, dividend payments and loss payments which reduce unearned premiums;

(h) judgment Liens that do not constitute an Event of Default;

(i) licenses with respect to intellectual property Collateral and other property leases or subleases granted to third parties in accordance with any applicable terms of the Loan Documents and not interfering in any material respect with the ordinary conduct of the business of any Borrower or any of its Subsidiaries or resulting in material diminution in the value of any Collateral as security for the Obligations;

(j) Liens arising from filing UCC financing statements relating solely to leases not prohibited by this Agreement; and

(k) Liens in favor of collecting banks arising under Section 4.210 of the UCC and Liens arising solely by virtue of any statutory or common law provision relating to bankers liens rights of set-off or similar rights in each case incurred in the ordinary course of business.

**Section 8.3 Mergers, Etc.** Each Borrower shall not, and shall not permit any of its Subsidiaries to, directly or indirectly, become a party to a merger or consolidation, or purchase or otherwise acquire all or substantially all of the assets of any Person or any shares or other evidence of beneficial ownership of any Person, or wind-up, dissolve, or liquidate, except that (i) any Borrower or Subsidiary of any Borrower may merge or consolidate with any Borrower so long as a Borrower is the surviving entity and (ii) any Subsidiary may merge or consolidate with another Subsidiary (other than CLM Aviation) so long as if a Subsidiary that is a Guarantor is involved in such merger or consolidation, such Guarantor is the surviving entity.

**Section 8.4 Restricted Payments.** Parent shall not, directly or indirectly, declare or pay any dividends or make any other payment or distribution (in cash, Property, or obligations) on account of its equity interests, or redeem, purchase, retire, call, or otherwise acquire any of its equity interests, or permit any Borrower or any of its Subsidiaries to purchase or otherwise acquire any equity interest of Parent, any Borrower or any Subsidiary or another Borrower or Subsidiary, or set apart any money for a sinking or other analogous fund for any dividend or other distribution on its equity interests or for any redemption, purchase, retirement, or other acquisition of any of its equity interests, or incur any obligation (contingent or otherwise) to do any of the foregoing; *provided, however*, that Subsidiaries shall be permitted to make payments, dividends and distributions to Borrowers and Borrowers shall be permitted to make payments, dividends and distributions to Parent, it being agreed and understood that any Subsidiary that is not wholly-owned may make pro rata distributions to its other owners concurrently with any distribution to the Borrower that owns a direct interest in such Subsidiary. Notwithstanding the foregoing:

- (a) quarterly and at such other times as required by state and local taxing authorities, but only so long as Parent is treated as a partnership for federal income tax purposes, Parent may make Permitted Tax Distributions;
- (b) Parent may make Permitted Other Distributions;
- (c) Parent may make the Closing Date Distribution; and
- (d) any Obligated Party may pay dividends and make other distributions consisting solely of its respective equity interests.

**Section 8.5 Loans and Investments.** Each Borrower shall not make, and shall not permit any of its Subsidiaries to, directly or indirectly, make, hold or maintain, any advance, loan, extension of credit, or capital contribution to or investment in, or purchase any stock, bonds, notes, debentures, or other securities of, any Person, except:

- (a) Existing investments described on *Schedule 8.5*;
- (b) Readily marketable direct obligations of the United States of America or any agency thereof with maturities of one (1) year or less from the date of acquisition;
- (c) Fully insured certificates of deposit with maturities of one (1) year or less from the date of acquisition issued by either (i) any commercial bank operating in the United States of America having capital and surplus in excess of \$50,000,000.00 or (ii) any Lender;
- (d) Commercial paper of a domestic issuer if at the time of purchase such paper is rated in one (1) of the two (2) highest rating categories of Standard and Poor's Corporation or Moody's Investors Service;
- (e) Investments of up to \$10,000,000 in the aggregate in the Core Business (other than in the Excluded Entities);
- (f) Investments in Subsidiaries that are Guarantors;
- (g) Investments consisting of Hedge Agreements permitted under *Section 8.17*;
- (h) Advances or extensions of credit in the form of accounts receivable incurred in the ordinary course of business;
- (i) Advances to employees for the payment of expenses in the ordinary course of business;
- (j) Investments received in connection with the bankruptcy or reorganization of or settlement of delinquent accounts and disputes with customers and suppliers in each case in the ordinary course of business; and
- (k) Investments consisting of intercompany Debt permitted under *Section 8.1(j)*.

**Section 8.6 Limitation on Issuance of Equity.** Each Borrower shall not, and shall not permit any of its Subsidiaries to, directly or indirectly, issue, sell, assign, or otherwise dispose of (a) any of its stock or other equity interests, (b) any securities exchangeable for or convertible into or carrying any rights



to acquire any of its stock or other equity interests, or (c) any option, warrant, or other right to acquire any of its stock or other equity interests, in each case, other than to Parent, another Borrower or another Subsidiary.

**Section 8.7 Transactions With Affiliates.** Except as set forth on *Schedule 8.7*, no Borrower shall, nor shall permit any of its Subsidiaries to, directly or indirectly, enter into any transaction, including, without limitation, the purchase, sale, or exchange of property, the rendering of any service or the payment of any management, advisory or similar fees, with any Affiliate of Parent or such Subsidiary (other than an Obligated Party, excluding CLM Aviation), except in the ordinary course of and pursuant to the reasonable requirements of such Borrower's or such Subsidiary's business, pursuant to a transaction which is otherwise expressly permitted under this Agreement, and upon fair and reasonable terms no less favorable to such Borrower or such Subsidiary than would be obtained in a comparable arm's-length transaction with a Person not an Affiliate of such Borrower or such Subsidiary.

**Section 8.8 Disposition of Assets.** No Borrower shall, nor shall it permit any of its Subsidiaries to, directly or indirectly make any Disposition, except:

- (a) Dispositions, for fair value, of worn-out and obsolete equipment not necessary or useful to the conduct of business (the net proceeds of which shall be used to prepay Term Loan Borrowings if and to the extent required by *Section 2.9(d)*);
- (b) any Disposition of any Borrower's interest in Marodyne; and
- (c) other Dispositions not to exceed \$1,000,000 in the aggregate (for all Borrowers and their Subsidiaries) in any fiscal year.

**Section 8.9 Sale and Leaseback.** No Borrower shall, nor shall it permit any of its Subsidiaries to, directly or indirectly, enter into any arrangement with any Person pursuant to which it leases from such Person real or personal property that has been or is to be sold or transferred, directly or indirectly, by it to such Person.

**Section 8.10 Prepayment of Debt.** No Borrower shall, nor shall it permit any of its Subsidiaries to, directly or indirectly, make any optional or voluntary payment, prepayment, repurchase or redemption of (i) any Debt if an Event of Default exists or would exist on a pro forma basis after giving effect thereto, except the Obligations under the Loan Documents or (ii) any Debt that is expressly subordinated to the Obligations.

**Section 8.11 Nature of Business.** No Borrower shall, nor shall it permit any of its Subsidiaries to, engage in any business other than the businesses in which they are engaged as of the date hereof and businesses reasonably related thereto.

**Section 8.12 Environmental Protection.** No Borrower shall, nor shall it permit any of its Subsidiaries to, directly or indirectly (a) use (or permit any tenant to use) any of their respective Properties or assets for the handling, processing, storage, transportation, or disposal of any Hazardous Material, (b) generate any Hazardous Material in violation of Environmental Laws, (c) conduct any activity that is likely to cause a Release or threatened Release of any Hazardous Material in violation of Environmental Laws, or (d) otherwise conduct any activity or use any of their respective Properties or assets in any manner that is likely to violate any Environmental Law or create any Environmental Liabilities for which any Borrower or any of its Subsidiaries would be responsible.

**Section 8.13 Accounting.** No Borrower shall, nor shall it permit any of its Subsidiaries to, change its fiscal year or make any change (a) in accounting treatment or reporting practices, except as

required by GAAP and disclosed to Administrative Agent, or (b) in tax reporting treatment, except as required by law and disclosed to Administrative Agent.

**Section 8.14 Burdensome Agreements.** No Borrower shall, nor shall it permit any of its Subsidiaries or any Obligated Party to, enter into or permit to exist any arrangement or agreement, other than pursuant to this Agreement or any Loan Document, which (a) directly or indirectly prohibits any Borrower, any of its Subsidiaries, or any Obligated Party from creating or incurring a Lien on any of its Property, revenues, or assets, whether now owned or hereafter acquired, (b) directly or indirectly prohibits any of its Subsidiaries, or any Obligated Party to make any payments, directly or indirectly, to any Borrower by way of dividends, distributions, advances, repayments of loans, repayments of expenses, accruals, or otherwise or (c) in any way would be contravened by such Person's performance of its obligations hereunder or under the other Loan Documents other than (w) customary restrictions and conditions contained in agreements relating to the sale of any or of all or a substantial part of the capital stock or assets of any Subsidiary pending such sale, provided such restrictions and conditions apply only to the Subsidiary or assets to be sold and such sale is permitted hereunder, (x) restrictions or conditions imposed by any agreement relating to purchase money Debt, Capitalized Lease Obligations and other secured Debt permitted by this Agreement if such restrictions or conditions apply only to the property or assets securing such Debt, (y) customary provisions in leases and other contracts restricting the assignment thereof, and (z) customary restrictions imposed by joint venture agreements or other similar agreements entered into in the ordinary course of business.

**Section 8.15 Subsidiaries.** No Borrower shall, directly or indirectly, form or acquire any Subsidiary unless such Borrower complies with the requirements of *Section 7.13*.

**Section 8.16 Amendments of Constituent Documents.** Parent, each Borrower and each of their Subsidiaries shall not amend or restate any of their respective Constituent Documents, unless (i) such would not be adverse to the Administrative Agent or the Lenders, unless such is consented to in writing by Administrative Agent, or (ii) such consists of a name change only pursuant to which Administrative Agent is given at least thirty (30) days prior written notice thereof.

**Section 8.17 Hedge Agreements.** No Borrower shall, nor shall it permit any of its Subsidiaries to, enter into any Hedge Agreement, except (a) Hedge Agreements entered into to hedge or mitigate risks to which Borrower or any Subsidiary of Borrower has actual exposure which have terms and conditions reasonably acceptable to Administrative Agent and (b) other Hedge Agreements entered into in order to effectively cap, collar or exchange interest rates (from fixed to floating rates, from one floating rate to another floating rate or otherwise) with respect to any Debt of Parent or any of its Subsidiaries limited to the principal amount of such Debt which have terms and conditions reasonably acceptable to Administrative Agent.

**Section 8.18 OFAC.** No Borrower shall, nor shall it permit any of its Subsidiaries to, fail to comply with the Laws, regulations and executive orders referred to in *Section 6.20* and *Section 6.21*.

**Section 8.19 Holding Company.** Parent shall not (a) conduct any business operations other than business activities incidental to the management of the business of Borrowers and their Subsidiaries as conducted on the Closing Date and the performance of its obligations under the Loan Documents to which it is a party, (b) be a party to any material contract except as otherwise permitted in this Agreement, or (c) hold or own any assets or property of any kind, other than assets that are minimal in nature and the outstanding equity interest of Borrowers existing on the Closing Date.

## ARTICLE 9

### FINANCIAL COVENANTS

Borrowers covenant and agree that, as long as the Obligations or any part thereof are outstanding or any Letter of Credit shall remain outstanding or any Lender has any Commitment hereunder:

Section 9.1 **Leverage Ratio.** Borrowers shall not permit as of the last day of any fiscal quarter ending during any of the following periods, the Leverage Ratio, to be greater than the ratio set forth opposite such period below:

Period	Maximum Ratio
Closing Date to December 31, 2015	3.00 to 1.0
January 1, 2016 to December 31, 2016	2.50 to 1.0
January 1, 2017 to December 31, 2017	2.00 to 1.0
From and after January 1, 2018	1.50 to 1.0

Section 9.2 **Debt Service Coverage Ratio.** Borrowers shall not permit, for any four fiscal quarter period ending during the following periods, the ratio of (a) EBITDA minus cash taxes paid minus Permitted Tax Distributions paid minus Permitted Other Distributions paid minus Unfinanced Capital Expenditures to (b) Debt Service, in each case for Borrowers and their Subsidiaries, on a consolidated basis, for such four fiscal quarter period, to be less than the amount set forth opposite such period below:

Period	Minimum Ratio
Closing Date to December 31, 2016	1.25 to 1.0
From and after January 1, 2017	1.35 to 1.0

Section 9.3 **Capital Expenditures.** Borrowers shall not permit the aggregate Capital Expenditures of Borrowers and their Subsidiaries to exceed (i) \$50,000,000 from the Closing Date through December 31, 2016; and (ii) \$25,000,000 during any fiscal year after December 31, 2016.

## ARTICLE 10

### DEFAULT

Section 10.1 **Events of Default.** Each of the following shall be deemed an “*Event of Default*”:

(a) Borrowers shall fail to pay the Obligations under the Loan Documents or any part thereof shall not be paid when due or declared due and, other than with respect to payments of principal, such failure shall continue unremedied for five (5) days after such payment became due;

(b) Borrower Representative shall fail to provide to Administrative Agent and Lenders timely any notice of Default as required by *Section 7.1(h)* of this Agreement or Borrowers shall

breach any provision of *Sections 7.1, 7.2, 7.5, 7.6, 7.10, 7.12 or 7.13* or *Article 8* or *Article 9* of this Agreement;

(c) Any representation or warranty made or deemed made by any Borrower or any other Obligated Party (or any of their respective officers) in any Loan Document or in any certificate, report, notice, or financial statement furnished at any time in connection with this Agreement shall be false, misleading, or erroneous in any material respect (without duplication of any materiality qualifier contained therein) when made or deemed to have been made;

(d) Any Borrower, any of their Subsidiaries, or any other Obligated Party shall fail to perform, observe, or comply with any covenant, agreement, or term contained in this Agreement or any other Loan Document (other than as covered by *Sections 10.1(a)* and *(b)*), and such failure continues for more than thirty (30) days following the earlier of (x) the date after which such Borrower, such Subsidiary or such Obligated Party obtained knowledge of such failure and (y) the date on which the Borrower Representative received notice thereof specifying the default from the Administrative Agent;

(e) Any Borrower, any of their Subsidiaries, or any other Obligated Party shall commence a voluntary proceeding seeking liquidation, reorganization, or other relief with respect to itself or its debts under any bankruptcy, insolvency, or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian, or other similar official of it or a substantial part of its Property or shall consent to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against it or shall make a general assignment for the benefit of creditors or shall generally fail to pay its debts as they become due or shall take any corporate action to authorize any of the foregoing;

(f) An involuntary proceeding shall be commenced against any Borrower, any of its Subsidiaries, or any other Obligated Party seeking liquidation, reorganization, or other relief with respect to it or its debts under any bankruptcy, insolvency, or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian, or other similar official for it or a substantial part of its Property, and such involuntary proceeding shall remain undismissed and unstayed for a period of sixty (60) days;

(g) Any Borrower, any of its Subsidiaries, or any other Obligated Party shall fail to pay when due any principal of or interest on any Debt (other than the Obligations under the Loan Documents) in the amount of \$1,000,000 or more, or the maturity of any such Debt shall have been accelerated, or any such Debt shall have been required to be prepaid, repurchased, defeased or redeemed prior to the stated maturity thereof or any cash collateral in respect thereof to be demanded, or any event shall have occurred that permits (or, with the giving of notice or lapse of time or both, would permit) any holder or holders of such Debt or any Person acting on behalf of such holder or holders to accelerate the maturity thereof or require any such prepayment, repurchase, defeasance or redemption or any cash collateral in respect thereof to be demanded;

(h) There shall occur under any Hedge Agreement an Early Termination Date (as defined in such Hedge Agreement) resulting from (1) any event of default under such Hedge Agreement to which any Borrower or any other Obligated Party is the Defaulting Party (as defined in such Hedge Agreement), or (2) any Termination Event (as so defined) under such Hedge Agreement as to which such Borrower or any other Obligated Party is an Affected Party (as so defined) and, in either event, the Hedge Termination Value owed by such Borrower, such Obligated Party as a result thereof exceeds \$1,000,000;

(i) This Agreement or any other Loan Document shall cease to be in full force and effect or shall be declared null and void or the validity or enforceability thereof shall be contested or challenged by any Borrower, any of its Subsidiaries, any other Obligated Party or any of their respective equity holders, or any Borrower or any other Obligated Party shall deny that it has any further liability or obligation under any of the Loan Documents, or any Lien created by the Loan Documents shall for any reason cease to be a valid, first priority perfected Lien upon any of the Collateral purported to be covered thereby, subject to Permitted Liens;

(j) Any of the following events shall occur or exist with respect to any Borrower or any ERISA Affiliate: (i) any ERISA Event occurs with respect to a Plan or Multiemployer Plan, or (ii) any Prohibited Transaction involving any Plan; and in each case above, such event or condition, together with all other events or conditions, if any, have subjected or could in the reasonable opinion of Administrative Agent subject such Borrower or any ERISA Affiliate to any tax, penalty, or other liability to a Plan, a Multiemployer Plan, the PBGC, the IRS, the U. S. Department of Labor, or otherwise (or any combination thereof) which in the aggregate exceed or could reasonably be expected to exceed \$1,000,000;

(k) A Change of Control shall occur;

(l) Any Borrower, any of its Subsidiaries, or any other Obligated Party, or any of their Properties, revenues, or assets, shall become subject to an order of forfeiture, seizure, or divestiture (whether under RICO or otherwise) and the same shall not have been discharged or stayed within 30 days from the date of entry thereof;

(m) Any Borrower, any of its Subsidiaries, or any other Obligated Party shall fail to discharge or have stayed within a period of thirty (30) days after the commencement thereof any attachment, sequestration, or similar proceeding or proceedings involving an aggregate amount in excess of \$1,000,000 against any of its assets or Properties;

(n) A final judgment or judgments for the payment of money in excess of \$1,000,000 in the aggregate shall be rendered by a court or courts against any Borrower, any of its Subsidiaries, or any other Obligated Party and the same shall not be discharged (or provision shall not be made for such discharge), or a stay of execution thereof shall not be procured, within thirty (30) days from the date of entry thereof and such Borrower, such Subsidiary, or such Obligated Party shall not, within such period of thirty (30) days, or such longer period during which execution of the same shall have been stayed, appeal therefrom and cause the execution thereof to be stayed during such appeal;

(o) Any Security Document shall cease to create valid perfected first priority liens (subject to Permitted Liens) on the Collateral purported to be covered thereby;

(p) A Governmental Authority shall have revoked any Healthcare Permit to the extent that such revocation would reasonably be expected to have a Material Adverse Event, regardless of whether such Healthcare Permit was held by or originally issued for the benefit of an Obligated Party or a Subsidiary of an Obligated Party; or

(q) (i) A penalty or fine (excluding any refunds of claims paid to a Government Medical Reimbursement Program or any voluntary self-disclosure or voluntary settlement of a litigation dispute or regulatory action) in excess of \$1,000,000 is assessed against any Obligated Party under any Healthcare Law or (ii) any Obligated Party enters into any settlement or makes any payment relating to any litigation dispute or regulatory action, or pays refunds of claims paid to a

Government Medical Reimbursement Program or any voluntary self-disclosure, in excess of \$6,000,000 individually, or \$15,000,000 in the aggregate for all Obligated Parties; or

(f) William Horne shall cease to be (i) employed as the Chief Executive Officer of each Borrower, and (ii) the designated Chairman of the Board of Parent, in each case, unless due to his death or incapacity, and a replacement Chief Executive Officer and Chairman of the Board shall not have been appointed by Parent, within six (6) months of the date thereof, reasonably acceptable to Administrative Agent.

**Section 10.2 Remedies Upon Default.** If any Event of Default shall occur and be continuing, then Administrative Agent may, with the consent of Required Lenders, or shall, at the direction of Required Lenders, without notice do any or all of the following: (a) terminate the Commitments of Lenders (except for funding obligations of outstanding Letters of Credit), (b) terminate the obligations of L/C Issuer to make L/C Credit Extensions, (c) terminate the commitment of Swing Line Lender to make Swing Line Loans, (d) require that Borrowers Cash Collateralize the L/C Obligations (in an amount equal to the Minimum Collateral Amount with respect thereto), or (e) declare the Obligations under the Loan Documents or any part thereof to be immediately due and payable, and the same shall thereupon become immediately due and payable, without notice, demand, presentment, notice of dishonor, notice of acceleration, notice of intent to accelerate, notice of intent to demand, protest, or other formalities of any kind, all of which are hereby expressly waived by Borrowers; *provided, however*, that upon the occurrence of an Event of Default under **Section 10.1(e)** or **(f)**, the Commitments of Lenders shall automatically terminate (except for funding obligations of outstanding Letters of Credit), the obligations of L/C Issuer to make L/C Credit Extensions shall automatically terminate, the commitment of Swing Line Lender to make Swing Line Loans shall automatically terminate, the obligation of Borrowers to Cash Collateralize the L/C Obligations as aforesaid shall automatically become effective, and the Obligations under the Loan Documents shall become immediately due and payable, in each case without notice, demand, presentment, notice of dishonor, notice of acceleration, notice of intent to accelerate, notice of intent to demand, protest, or other formalities of any kind, all of which are hereby expressly waived by Borrowers. In addition to the foregoing, if any Event of Default shall occur and be continuing, Administrative Agent may, with the consent of Required Lenders, or shall, at the direction of Required Lenders, exercise all rights and remedies available to it, Lenders and L/C Issuer in law or in equity, under the Loan Documents, or otherwise.

**Section 10.3 Application of Funds.** After the exercise of remedies provided for in **Section 10.2** (or after the Loans have automatically become immediately due and payable), any amounts received on account of the Obligations shall be applied by Administrative Agent in the following order:

*First*, to payment of that portion of the Obligations constituting fees, indemnities, expenses and other amounts (including fees, charges and disbursements of counsel to Administrative Agent subject to the terms hereof) payable to Administrative Agent in its capacity as such;

*Second*, to payment of that portion of the Obligations constituting fees, indemnities and other amounts (other than principal, interest, and Letter of Credit Fees) payable to Lenders and L/C Issuer (including fees, charges and disbursements of counsel to the respective Lenders and L/C Issuer subject to the terms hereof) arising under the Loan Documents, ratably among them in proportion to the respective amounts described in this **clause Second** payable to them;

*Third*, to payment of that portion of the Obligations constituting accrued and unpaid Letter of Credit Fees and interest on the Loans, L/C Borrowings and other Obligations arising under the Loan Documents, ratably among Lenders and L/C Issuer in proportion to the respective amounts described in this **clause Third** payable to them;

*Fourth*, to payment of that portion of the Obligations constituting unpaid principal of the Loans and L/C Borrowings and constituting unpaid Bank Product Obligations, ratably among Lenders and Bank Product Providers in proportion to the respective amounts described in this *clause Fourth* held by them;

*Fifth*, to Administrative Agent for the account of the L/C Issuer, to Cash Collateralize that portion of L/C Obligations comprised of the aggregate undrawn amount of Letters of Credit to the extent not otherwise Cash Collateralized by Borrowers pursuant to *Sections 2.2* and *2.7*;

*Sixth*, to payment of that remaining portion of the Obligations, ratably among the Lenders and Bank Product Providers in proportion to the respective amounts described in this *clause Sixth* held by them; and

*Last*, the balance, if any, after all of the Obligations have been indefeasibly paid in full, to Borrowers or as otherwise required by law.

Notwithstanding the foregoing, Bank Product Obligations shall be excluded from the application described above if Administrative Agent has not received written notice thereof, together with supporting documentation as Administrative Agent may request from the applicable Bank Product Provider, *provided* that no such notice shall be required for any Bank Product Agreement for which Administrative Agent or any Affiliate of Administrative Agent is the applicable Bank Product Provider. Each Bank Product Provider that is not a party to this Agreement that has given notice contemplated by the preceding sentence shall, by such notice, be deemed to have acknowledged and accepted the appointment of Administrative Agent pursuant to the terms of *Article 11* hereof for itself and its Affiliates as if a “Lender” party hereto.

**Section 10.4 Performance by Administrative Agent.** If Borrowers shall fail to perform any covenant or agreement contained in any of the Loan Documents, then Administrative Agent may perform or attempt to perform such covenant or agreement on behalf of Borrowers. In such event, Borrowers shall, at the request of Administrative Agent to Borrower Representative, promptly pay to Administrative Agent any amount expended by Administrative Agent in connection with such performance or attempted performance, together with interest thereon at the Default Interest Rate from and including the date of such expenditure to but excluding the date such expenditure is paid in full. Notwithstanding the foregoing, it is expressly agreed that Administrative Agent shall not have any liability or responsibility for the performance of any covenant, agreement, or other obligation of Borrowers under this Agreement or any other Loan Document.

## ARTICLE 11

### AGENCY

#### Section 11.1 Appointment and Authority.

(a) Each of the Lenders, L/C Issuer, and Swing Line Lender hereby irrevocably appoints Texas Capital Bank to act on its behalf as Administrative Agent hereunder and under the other Loan Documents and authorizes Administrative Agent to take such actions on its behalf and to exercise such powers as are delegated to Administrative Agent by the terms hereof or thereof, together with such actions and powers as are reasonably incidental thereto. The provisions of this *Article 11* (except *Section 11.6(a)*) are solely for the benefit of Administrative Agent, Lenders, L/C Issuer, and Swing Line Lender, and no Borrower nor any other Obligated Party shall have rights as a third-party beneficiary of any of such provisions. It is understood and agreed that the use of the term “agent” herein or in any other Loan Documents (or any other similar term) with reference to Administrative Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable law. Instead such term is used as a

matter of market custom, and is intended to create or reflect only an administrative relationship between contracting parties.

(b) Administrative Agent shall also act as the “collateral agent” under the Loan Documents, and each of the Lenders (including for itself and its Affiliates in their capacities as potential Bank Product Providers) and L/C Issuer hereby irrevocably appoints and authorizes Administrative Agent to act as the agent of such Lender and L/C Issuer for purposes of acquiring, holding and enforcing any and all Liens on Collateral granted by any of the Obligated Parties to secure any of the Obligations, together with such powers and discretion as are reasonably incidental thereto. In this connection, Administrative Agent, as “collateral agent” and any co-agents, sub-agents and attorneys-in-fact appointed by Administrative Agent pursuant to **Section 11.5** for purposes of holding or enforcing any Lien on the Collateral (or any portion thereof) granted under the Security Documents, or for exercising any rights and remedies thereunder at the direction of Administrative Agent, shall be entitled to the benefits of all provisions of this **Article 11** and **Article 12** (including **Section 12.1(b)**, as though such co-agents, sub-agents and attorneys-in-fact were the “collateral agent” under the Loan Documents) as if set forth in full herein with respect thereto.

**Section 11.2 Rights as a Lender.** The Person serving as Administrative Agent hereunder shall have the same rights and powers in its capacity as a Lender as any other Lender and may exercise the same as though it were not Administrative Agent, and the term “Lender” or “Lenders” shall, unless otherwise expressly indicated or unless the context otherwise requires, include the Person serving as Administrative Agent hereunder in its individual capacity. Such Person and its Affiliates may accept deposits from, lend money to, own securities of, act as the financial advisor or in any other advisory capacity for, and generally engage in any kind of business with, any Borrower or any Subsidiary or other Affiliate thereof as if such Person were not Administrative Agent hereunder and without any duty to account therefor to Lenders.

**Section 11.3 Exculpatory Provisions.**

(a) Administrative Agent shall not have any duties or obligations except those expressly set forth herein and in the other Loan Documents, and its duties hereunder shall be administrative in nature. Without limiting the generality of the foregoing, Administrative Agent:

(i) shall not be subject to any fiduciary or other implied duties, regardless of whether a Default has occurred and is continuing;

(ii) shall not have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby or by the other Loan Documents that Administrative Agent is required to exercise as directed in writing by Required Lenders (or such other number or percentage of Lenders as shall be expressly provided for herein or in the other Loan Documents); *provided* that Administrative Agent shall not be required to take any action that, in its opinion or upon the advice of its counsel, may expose Administrative Agent to liability or that is contrary to any Loan Document or applicable law, including for the avoidance of doubt any action that may be in violation of the automatic stay under any Debtor Relief Law or that may effect a forfeiture, modification or termination of property of a Defaulting Lender in violation of any Debtor Relief Law;

(iii) shall not, except as expressly set forth herein and in the other Loan Documents, have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to any Borrower or any of its Affiliates that is communicated to



or obtained by the Person serving as Administrative Agent or any of its Affiliates in any capacity; and

(iv) shall be fully justified in failing or refusing to take any action hereunder or under any other Loan Document unless it shall first be indemnified to its satisfaction by Lenders pro rata against any and all liability, cost and expense that it may incur by reason of taking or continuing to take any such action.

(b) Administrative Agent shall not be liable for any action taken or not taken by it (i) with the consent or at the request of Required Lenders (or such other number or percentage of Lenders as shall be necessary, or as Administrative Agent shall believe in good faith shall be necessary, under the circumstances as provided in *Sections 10.2* and *11.9*), or (ii) in the absence of its own gross negligence or willful misconduct as determined by a court of competent jurisdiction by final and nonappealable judgment. **SUCH LIMITATION OF LIABILITY SHALL APPLY REGARDLESS OF WHETHER THE LIABILITY ARISES FROM THE SOLE, CONCURRENT, CONTRIBUTORY OR COMPARATIVE NEGLIGENCE OF ADMINISTRATIVE AGENT.** Administrative Agent shall be deemed not to have knowledge of any Default unless and until notice describing such Default is given to Administrative Agent in writing by Borrower Representative, a Lender, L/C Issuer, or Swing Line Lender.

(c) Neither Administrative Agent nor any Related Party thereof shall be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with this Agreement or any other Loan Document, (ii) the contents of any certificate, report or other document delivered hereunder or thereunder or in connection herewith or therewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein or therein or the occurrence of any Default, (iv) the validity, enforceability, effectiveness or genuineness of this Agreement, any other Loan Document or any other agreement, instrument or document, or (v) the satisfaction of any condition set forth in *Article 5* or elsewhere herein, other than to confirm receipt of items expressly required to be delivered to Administrative Agent.

**Section 11.4 Reliance by Administrative Agent.** Administrative Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing (including any electronic message, Internet or intranet website posting or other distribution) believed by it to be genuine and to have been signed, sent or otherwise authenticated by the proper Person. Administrative Agent also may rely upon any statement made to it orally or by telephone and believed by it to have been made by the proper Person, and shall not incur any liability for relying thereon. In determining compliance with any condition hereunder to the making of a Credit Extension, that by its terms must be fulfilled to the satisfaction of a Lender, L/C Issuer, or Swing Line Lender, Administrative Agent may presume that such condition is satisfactory to such Lender, L/C Issuer, or Swing Line Lender unless Administrative Agent shall have received notice to the contrary from such Lender prior to the making of such Loan. Administrative Agent may consult with legal counsel (who may be counsel for Borrowers), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts.

**Section 11.5 Delegation of Duties.** Administrative Agent may perform any and all of its duties and exercise its rights and powers hereunder or under any other Loan Document by or through any one or more sub agents appointed by Administrative Agent. Administrative Agent and any such sub agent may perform any and all of its duties and exercise its rights and powers by or through their respective Related Parties. The exculpatory provisions of this *Article 11* shall apply to any such sub agent and to the Related

Parties of Administrative Agent and any such sub agent, and shall apply to their respective activities in connection with the syndication of this facility as well as activities as Administrative Agent. Administrative Agent shall not be responsible for the negligence or misconduct of any sub-agents except to the extent that a court of competent jurisdiction determines in a final and non-appealable judgment that Administrative Agent acted with gross negligence or willful misconduct in the selection of such sub agents.

#### Section 11.6 **Resignation of Administrative Agent.**

(a) Administrative Agent may at any time give notice of its resignation to Lenders, L/C Issuer, Swing Line Lender and Borrower Representative. Upon receipt of any such notice of resignation, Required Lenders shall have the right, in consultation with Borrower Representative (so long as no Event of Default has occurred and is continuing), to appoint a successor. If no such successor shall have been so appointed by Required Lenders and shall have accepted such appointment within thirty (30) days after the retiring Administrative Agent gives notice of its resignation (or such earlier day as shall be agreed by Required Lenders) (the “**Resignation Effective Date**”), then the retiring Administrative Agent may (but shall not be obligated to), on behalf of Lenders, L/C Issuer, and Swing Line Lender, appoint a successor Administrative Agent meeting the qualifications set forth above. Whether or not a successor has been appointed, such resignation shall become effective in accordance with such notice on the Resignation Effective Date. After the Resignation Effective Date, the provisions of this **Article 11** relating to or indemnifying or releasing Administrative Agent shall inure to its benefit as to any actions taken or omitted to be taken by it while it was Administrative Agent under this Agreement and the other Loan Documents.

(b) If the Person serving as Administrative Agent is a Defaulting Lender pursuant to **clause (d)** of the definition thereof, Required Lenders may, to the extent permitted by applicable law, by notice in writing to Borrower Representative and such Person remove such Person as Administrative Agent and, in consultation with Borrower Representative, appoint a successor. If no such successor shall have been so appointed by Required Lenders and shall have accepted such appointment within thirty (30) days (or such earlier day as shall be agreed by Required Lenders) (the “**Removal Effective Date**”), then such removal shall nonetheless become effective in accordance with such notice on the Removal Effective Date.

(c) With effect from the Resignation Effective Date or the Removal Effective Date (as applicable) (i) the retiring or removed Administrative Agent shall be discharged from its duties and obligations hereunder and under the other Loan Documents (except that in the case of any Collateral held by Administrative Agent on behalf of Secured Parties under any of the Loan Documents, the retiring or removed Administrative Agent shall continue to hold such Collateral until such time as a successor Administrative Agent is appointed) and (ii) except for any indemnity, fee or expense payments owed to the retiring or removed Administrative Agent, all payments, communications and determinations provided to be made by, to or through Administrative Agent shall instead be made by or to each Lender, L/C Issuer, or Swing Line Lender, as applicable, directly, until such time, if any, as Required Lenders appoint a successor Administrative Agent as provided for above. Upon the acceptance of a successor’s appointment as Administrative Agent hereunder, such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring or removed Administrative Agent (other than any rights to indemnity payments owed to the retiring or removed Administrative Agent), and the retiring or removed Administrative Agent shall be discharged from all of its duties and obligations hereunder or under the other Loan Documents. The fees payable by Borrowers to a successor Administrative Agent shall be the same as those payable to its predecessor unless otherwise agreed between Borrowers and such successor. After the retiring or removed Administrative Agent’s resignation or removal hereunder and under the other Loan Documents, the provisions of this **Article 11**, **Section 12.1**, and **Section 12.2** shall

continue in effect for the benefit of such retiring or removed Administrative Agent, its sub agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while the retiring or removed Administrative Agent was acting as Administrative Agent.

(d) Any resignation by Texas Capital Bank as Administrative Agent pursuant to this **Section** shall also constitute its resignation as L/C Issuer and Swing Line Lender. If Texas Capital Bank resigns as an L/C Issuer, it shall retain all the rights, powers, privileges and duties of L/C Issuer hereunder with respect to all Letters of Credit outstanding as of the effective date of its resignation as L/C Issuer and all L/C Obligations with respect thereto, including the right to require Revolving Credit Lenders to make Revolving Credit Loans or fund risk participations in Unreimbursed Amounts pursuant to **Section 2.2(c)**. If Texas Capital Bank resigns as Swing Line Lender, it shall retain all the rights of Swing Line Lender provided for hereunder with respect to Swing Line Loans made by it and outstanding as of the effective date of such resignation, including the right to require Revolving Credit Lenders to make Revolving Credit Loans or fund risk participations in outstanding Swing Line Loans pursuant to **Section 2.3(c)**. Upon the appointment by Borrower Representative of a successor L/C Issuer or Swing Line Lender hereunder (which successor shall in all cases be a Lender other than a Defaulting Lender), (a) such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring L/C Issuer or Swing Line Lender, as applicable, (b) the retiring L/C Issuer and Swing Line Lender shall be discharged from all of their respective duties and obligations hereunder or under the other Loan Documents, and (c) the successor L/C Issuer shall issue letters of credit in substitution for the Letters of Credit, if any, outstanding at the time of such succession or make other arrangements satisfactory to Texas Capital Bank to effectively assume the obligations of Texas Capital Bank with respect to such Letters of Credit.

**Section 11.7 Non-Reliance on Administrative Agent and Other Lenders.** Each Lender, L/C Issuer, and Swing Line Lender expressly acknowledges that neither Administrative Agent nor any other Lender nor any Related Party thereto has made any representation or warranty to such Person and that no act by Administrative Agent or any other Lender hereafter taken, including any review of the affairs of Borrowers, shall be deemed to constitute any representation or warranty by Administrative Agent or any Lender to any other Lender. Each Lender, Swing Line Lender and L/C Issuer acknowledges that it has, independently and without reliance upon Administrative Agent or any other Lender or any of their Related Parties and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each Lender, L/C Issuer, and Swing Line Lender also acknowledges that it will, independently and without reliance upon Administrative Agent or any other Lender or any of their Related Parties and based on such documents and information as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any other Loan Document or any related agreement or any document furnished hereunder or thereunder. Except for notices, reports and other documents expressly required to be furnished to the Lenders or Swing Line Lender by Administrative Agent hereunder, Administrative Agent shall not have any duty or responsibility to provide any Lender or Swing Line Lender with any credit or other information concerning the business, operations, property, condition (financial or otherwise), or creditworthiness of Borrowers or the value of the Collateral or other Properties of Borrowers or any other Person which may come into the possession of Administrative Agent or any of its officers, directors, employees, agents, attorneys-in-fact or Affiliates.

**Section 11.8 Administrative Agent May File Proofs of Claim.** In case of the pendency of any proceeding under any Debtor Relief Law or any other judicial proceeding relative to any Obligated Party, Administrative Agent (irrespective of whether the principal of any Loan shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether Administrative Agent shall

have made any demand on Borrowers) shall be entitled and empowered (but not obligated) by intervention in such proceeding or otherwise:

(a) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans, L/C Obligations and all other Obligations under the Loan Documents that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of Lenders, L/C Issuer, Swing Line Lender, and Administrative Agent (including any claim for the reasonable compensation, expenses, disbursements and advances of Lenders, L/C Issuer, Swing Line Lender, and Administrative Agent and their respective agents and counsel and all other amounts due Lenders, L/C Issuer, Swing Line Lender, and Administrative Agent under *Section 12.1* or *Section 12.2*) allowed in such judicial proceeding; and

(b) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same;

and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Lender, L/C Issuer and Swing Line Lender to make such payments to Administrative Agent and, in the event that Administrative Agent shall consent to the making of such payments directly to Lenders, L/C Issuer, and Swing Line Lender, as applicable, to pay to Administrative Agent any amount due for the reasonable compensation, expenses, disbursements and advances of Administrative Agent and its agents and counsel, and any other amounts due Administrative Agent under *Section 12.1* or *Section 12.2*.

#### Section 11.9 **Collateral and Guaranty Matters.**

(a) The Secured Parties irrevocably authorize Administrative Agent, at its option and in its discretion:

(i) to release any Lien on any property granted to or held by Administrative Agent under any Loan Document (x) upon termination of all Commitments and payment in full of all Obligations (other than (A) contingent indemnification obligations and (B) obligations and liabilities under Bank Product Agreements as to which arrangements satisfactory to the applicable Bank Product Provider shall have been made) and the expiration or termination of all Letters of Credit (other than Letters of Credit as to which other arrangements satisfactory to Administrative Agent and L/C Issuer shall have been made), (y) that is sold or otherwise disposed of or to be sold or otherwise disposed of as part of or in connection with any sale or other disposition permitted under the Loan Documents, or (z) if approved, authorized or ratified in writing by Required Lenders or all Lenders, as applicable, under *Section 12.10*;

(ii) to subordinate any Lien on any property granted to or held by Administrative Agent under any Loan Document to the holder of any Lien on such property that is permitted by *Section 8.2*; and

(iii) to release any Guarantor from its obligations under the Guaranty if such Person ceases to be a Subsidiary as a result of a transaction permitted under the Loan Documents.

Upon request by Administrative Agent at any time, Required Lenders will confirm in writing Administrative Agent's authority to release or subordinate its interest in particular types or

items of property, or to release any Guarantor from its obligations under the Guaranty pursuant to this *Section 11.9*.

(b) Administrative Agent shall not be responsible for or have a duty to ascertain or inquire into any representation or warranty regarding the existence, value or collectability of the Collateral, the existence, priority or perfection of Administrative Agent's Lien thereon, or any certificate prepared by any Obligated Party in connection therewith, nor shall Administrative Agent be responsible or liable to Lenders for any failure to monitor or maintain any portion of the Collateral.

**Section 11.10 Bank Product Agreements.** No Bank Product Provider who obtains the benefits of *Section 10.3*, any Guaranty Agreements or any Collateral by virtue of the provisions hereof or of any Guaranty Agreement or any Security Document shall have any right to notice of any action or to consent to, direct or object to any action hereunder or under any other Loan Document or otherwise in respect of the Collateral (including the release or impairment of any Collateral) (or to notice of or to consent to any amendment, waiver or modification of the provisions hereof or of the Guaranty or any Security Document) other than in its capacity as a Lender and, in such case, only to the extent expressly provided in the Loan Documents. Notwithstanding any other provision of this *Article 11* to the contrary, Administrative Agent shall not be required to verify the payment of, or that other satisfactory arrangements have been made with respect to, Bank Product Obligations unless Administrative Agent has received written notice of such Bank Product Obligations, together with such supporting documentation as Administrative Agent may request, from the applicable Bank Product Provider. Administrative Agent shall not be required to verify the payment of, or that other satisfactory arrangements have been made with respect to, Bank Product Obligations arising under Bank Product Agreements upon termination of all Commitments and payment in full of all Obligations under the Loan Documents (other than contingent indemnification obligations) and the expiration or termination of all Letters of Credit (other than Letters of Credit as to which other arrangements satisfactory to Administrative Agent and L/C Issuer shall have been made).

## ARTICLE 12

### MISCELLANEOUS

#### Section 12.1 Expenses.

(a) Borrowers hereby agree to pay on demand: (i) all costs and documented expenses of Administrative Agent, L/C Issuer, Swing Line Lender and their Related Parties in connection with the preparation, negotiation, execution, and delivery of this Agreement and the other Loan Documents and any and all amendments, modifications, renewals, extensions, supplements, waivers, consents and ratifications thereof and thereto, including, without limitation, the reasonable fees and documented expenses of legal counsel, advisors, consultants, and auditors for Administrative Agent, L/C Issuer, Swing Line Lender and their Related Parties; (ii) all costs and expenses of Administrative Agent, L/C Issuer, Swing Line Lender and each Lender in connection with any Default and the enforcement of this Agreement or any other Loan Document, including, without limitation, court costs and fees and documented expenses of legal counsel, advisors, consultants, and auditors for Administrative Agent, L/C Issuer, Swing Line Lender and each Lender; (iii) all costs and documented expenses incurred by L/C Issuer in connection with the issuance, amendment, renewal or extension of any Letter of Credit or any demand for payment thereunder; (iv) all transfer, stamp, documentary, or other similar taxes, assessments, or charges levied by any Governmental Authority in respect of this Agreement or any of the other Loan Documents; (v) all costs, documented expenses, assessments, and other charges incurred in connection with any filing, registration, recording, or perfection of any Lien contemplated by this

Agreement or any other Loan Document; and (vi) all other costs and expenses incurred by Administrative Agent, L/C Issuer, Swing Line Lender and any Lender in connection with this Agreement or any other Loan Document, any litigation, dispute, suit, proceeding or action, the enforcement of its rights and remedies, and the protection of its interests in bankruptcy, insolvency or other legal proceedings, including, without limitation, all costs, expenses, and other charges (including Administrative Agent's and such Lender's, L/C Issuer's, and Swing Line Lender's internal charges) incurred in connection with evaluating, observing, collecting, examining, auditing, appraising, selling, liquidating, or otherwise disposing of the Collateral or other assets of Borrowers. Borrowers shall be responsible for all expenses described in this *clause (a)* whether or not any Credit Extension is ever made. Any amount to be paid under this **Section 12.1** shall be a demand obligation owing by Borrowers and if not paid within thirty (30) days of written demand shall bear interest, to the extent not prohibited by and no in violation of applicable Law, from the date of expenditure until paid at a rate per annum equal to the Default Interest Rate. The obligations of Borrowers under this **Section 12.1** shall survive payment of the Notes and other obligations hereunder and the assignment of any right hereunder.

(b) To the extent that Borrowers for any reason fails to indefeasibly pay any amount required under **Section 12.1(a)** or **Section 12.2** to be paid by it to Administrative Agent, L/C Issuer, or Swing Line Lender (or any sub-agent thereof) or any Related Party of Administrative Agent, L/C Issuer, or Swing Line Lender (or any sub-agent thereof), each Lender severally agrees to pay to Administrative Agent, L/C Issuer, or Swing Line Lender (or any such sub-agent) or such Related Party, as the case may be, such Lender's pro rata share (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought based each Lender's share of the Total Credit Exposure at such time) of such unpaid amount (including any such unpaid amount in respect of a claim asserted by such Lender); *provided* that the unreimbursed expense or indemnified loss, claim, damage, liability or related expense, as the case may be, was incurred by or asserted against Administrative Agent, L/C Issuer, or Swing Line Lender (or any such sub-agent) or against any Related Party of Administrative Agent, L/C Issuer, or Swing Line Lender (or any sub-agent thereof) acting for Administrative Agent, L/C Issuer, or Swing Line Lender (or any such sub-agent) in connection with such capacity. EACH LENDER ACKNOWLEDGES THAT SUCH PAYMENTS MAY BE IN RESPECT OF LOSSES, CLAIMS, DAMAGES, LIABILITIES OR RELATED EXPENSES ARISING OUT OF OR RESULTING FROM THE SOLE, CONTRIBUTORY, COMPARATIVE, CONCURRENT OR ORDINARY NEGLIGENCE OF THE PERSON (OR THE REPRESENTATIVES OF THE PERSON) TO WHOM SUCH PAYMENTS ARE TO BE MADE.

**Section 12.2 INDEMNIFICATION.** BORROWERS SHALL INDEMNIFY ADMINISTRATIVE AGENT, L/C ISSUER, SWING LINE LENDER, EACH LENDER AND EACH RELATED PARTY THEREOF FROM, AND HOLD EACH OF THEM HARMLESS AGAINST, ANY AND ALL LOSSES, LIABILITIES, CLAIMS, DAMAGES, PENALTIES, JUDGMENTS, DISBURSEMENTS, COSTS, AND DOCUMENTED EXPENSES (INCLUDING ATTORNEYS' FEES) TO WHICH ANY OF THEM MAY BECOME SUBJECT WHICH DIRECTLY OR INDIRECTLY ARISE FROM OR RELATE TO (A) THE NEGOTIATION, EXECUTION, DELIVERY, PERFORMANCE, ADMINISTRATION, OR ENFORCEMENT OF ANY OF THE LOAN DOCUMENTS, (B) ANY OF THE TRANSACTIONS CONTEMPLATED BY THE LOAN DOCUMENTS, (C) ANY BREACH BY ANY BORROWER OF ANY REPRESENTATION, WARRANTY, COVENANT, OR OTHER AGREEMENT CONTAINED IN ANY OF THE LOAN DOCUMENTS, (D) THE PRESENCE, RELEASE, THREATENED RELEASE, DISPOSAL, REMOVAL, OR CLEANUP OF ANY HAZARDOUS MATERIAL LOCATED ON, ABOUT, WITHIN, OR AFFECTING ANY OF THE PROPERTIES OR ASSETS OF BORROWERS OR ANY OF ITS SUBSIDIARIES OR ANY OTHER OBLIGATED PARTY, (E) ANY LOAN OR LETTER OF CREDIT

OR USE OR PROPOSED USE OF THE PROCEEDS THEREFROM (INCLUDING ANY REFUSAL BY THE L/C ISSUER TO HONOR A DEMAND FOR PAYMENT UNDER A LETTER OF CREDIT IF THE DOCUMENTS PRESENTED IN CONNECTION WITH SUCH DEMAND DO NOT STRICTLY COMPLY WITH THE TERMS OF SUCH LETTER OF CREDIT) OR (F) ANY INVESTIGATION, LITIGATION, OR OTHER PROCEEDING, INCLUDING, WITHOUT LIMITATION, ANY THREATENED INVESTIGATION, LITIGATION, OR OTHER PROCEEDING, RELATING TO ANY OF THE FOREGOING WITHOUT LIMITING ANY PROVISION OF THIS AGREEMENT OR OF ANY OTHER LOAN DOCUMENT, **IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO THAT EACH PERSON TO BE INDEMNIFIED UNDER THIS SECTION SHALL BE INDEMNIFIED FROM AND HELD HARMLESS AGAINST ANY AND ALL LOSSES, LIABILITIES, CLAIMS, DAMAGES, PENALTIES, JUDGMENTS, DISBURSEMENTS, COSTS, AND EXPENSES (INCLUDING ATTORNEYS' FEES) ARISING OUT OF OR RESULTING FROM THE SOLE, CONTRIBUTORY, COMPARATIVE, CONCURRENT OR ORDINARY NEGLIGENCE (BUT NOT THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT) OF SUCH PERSON (OR THE REPRESENTATIVES OF SUCH PERSON).** Any amount to be paid under this *Section 12.2* shall be a demand obligation owing by Borrowers and if not paid within thirty (30) days of demand shall bear interest, to the extent not prohibited by and not in violation of applicable Law, from the date of expenditure until paid at a rate per annum equal to the Default Interest Rate. The obligations of Borrowers under this *Section 12.2* shall survive payment of the Notes and other obligations hereunder and the assignment of any right hereunder.

**Section 12.3 Limitation of Liability.** None of Administrative Agent, L/C Issuer, Swing Line Lender, or any Lender, or any Affiliate, officer, director, employee, attorney, or agent of any of the foregoing, shall have any liability with respect to, and Borrowers hereby waive, release, and agree not to sue any of them upon, any claim for any special, indirect, incidental, or consequential damages suffered or incurred by Borrowers or any other Obligated Party in connection with, arising out of, or in any way related to, this Agreement or any of the other Loan Documents, or any of the transactions contemplated by this Agreement or any of the other Loan Documents. Borrowers hereby waive, release, and agree not to sue Administrative Agent, L/C Issuer, Swing Line Lender, or any Lender, or any Affiliates, officers, directors, employees, attorneys, or agents of any of the foregoing for punitive damages in respect of any claim in connection with, arising out of, or in any way related to, this Agreement or any of the other Loan Documents, or any of the transactions contemplated by this Agreement or any of the other Loan Documents.

**Section 12.4 No Duty.** All attorneys, accountants, appraisers, and other professional Persons and consultants retained by Administrative Agent, any Lender, L/C Issuer, or Swing Line Lender shall have the right to act exclusively in the interest of Administrative Agent or such Lender, L/C Issuer, or Swing Line Lender and shall have no duty of disclosure, duty of loyalty, duty of care, or other duty or obligation of any type or nature whatsoever to Borrowers or any of Borrowers' equity holders, Affiliates, officers, employees, attorneys, agents, or any other Person.

**Section 12.5 Lenders Not Fiduciary.** The relationship between Borrowers and Administrative Agent, Arrangers and each Lender, L/C Issuer, and Swing Line Lender is solely that of debtor and creditor, and none of Administrative Agent, Arrangers, any Lender, L/C Issuer, or Swing Line Lender has any fiduciary or other special relationship with Borrowers, and no term or condition of any of the Loan Documents shall be construed so as to deem the relationship between Borrowers and Administrative Agent, Arrangers and each Lender, L/C Issuer, and Swing Line Lender to be other than that of debtor and creditor.

**Section 12.6 Equitable Relief.** Borrowers recognize that in the event Borrowers fail to pay, perform, observe, or discharge any or all of the Obligations, any remedy at law may prove to be inadequate relief to Administrative Agent or Lenders, L/C Issuer, or Swing Line Lender. Borrowers therefore agrees that Administrative Agent, any Lender, L/C Issuer, or Swing Line Lender, if Administrative Agent or such

Lender, L/C Issuer, or Swing Line Lender so requests, shall be entitled to temporary and permanent injunctive relief in any such case without the necessity of proving actual damages.

**Section 12.7 No Waiver; Cumulative Remedies.** No failure on the part of Administrative Agent, any Lender, L/C Issuer, or Swing Line Lender to exercise and no delay in exercising, and no course of dealing with respect to, any right, remedy, power, or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege. The rights and remedies provided for in this Agreement and the other Loan Documents are cumulative and not exclusive of any rights and remedies provided by law.

Notwithstanding anything to the contrary contained herein or in any other Loan Document, the authority to enforce rights and remedies hereunder and under the other Loan Documents against the Obligated Parties or any of them shall be vested exclusively in, and all actions and proceedings at law in connection with such enforcement shall be instituted and maintained exclusively by, Administrative Agent in accordance with **Section 10.2** for the benefit of all the Lenders; *provided, however*, that the foregoing shall not prohibit (a) Administrative Agent from exercising on its own behalf the rights and remedies that inure to its benefit (solely in its capacity as Administrative Agent) hereunder and under the other Loan Documents, (b) Swing Line Lender from exercising the rights and remedies that inure to its benefit (solely in its capacity as Swing Line Lender) hereunder and under the other Loan Documents, (c) any Lender from exercising setoff rights in accordance with **Section 4.2** (subject to the terms of **Section 12.23**), or (d) any Lender from filing proofs of claim or appearing and filing pleadings on its own behalf during the pendency of a proceeding relative to any Obligated Party under any Debtor Relief Law; and *provided, further*, that if at any time there is no Person acting as Administrative Agent hereunder and under the other Loan Documents, then (i) the Required Lenders shall have the rights otherwise ascribed to Administrative Agent pursuant to **Section 10.2** and (ii) in addition to the matters set forth in clauses (b), (c) and (d) of the preceding proviso and subject to **Section 12.23**, any Lender may, with the consent of the Required Lenders, enforce any rights and remedies available to it and as authorized by the Required Lenders.

#### **Section 12.8 Successors and Assigns.**

(a) **Successors and Assigns Generally.** The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that Borrowers may not assign or transfer any of their rights, duties, or obligations under this Agreement or the other Loan Documents without the prior written consent of Administrative Agent and each Lender, and no Lender may assign or otherwise transfer any of its rights or obligations hereunder except (i) to an assignee in accordance with the provisions of **Section 12.8(b)**, (ii) by way of participation in accordance with the provisions of **Section 12.8(d)**, or (iii) by way of pledge or assignment of a security interest subject to the restrictions of **Section 12.8(e)** (and any other attempted assignment or transfer by any party hereto shall be null and void). Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby, Participants to the extent provided in **Section 12.8(d)** and, to the extent expressly contemplated hereby, the Related Parties of each of Administrative Agent and Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) **Assignments by Lenders.** Any Lender may at any time assign to one or more assignees all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitment(s) and the Loans at the time owing to it); *provided* that any such assignment shall be subject to the following conditions:



(i) **Minimum Amounts.** (A) in the case of an assignment of the entire remaining amount of the assigning Lender's Commitment(s) and/or the Loans at the time owing to it or contemporaneous assignments to related Approved Funds that equal at least the amount specified in *Section 12.8(b)(i)(B)* in the aggregate or in the case of an assignment to a Lender, an Affiliate of a Lender or an Approved Fund, no minimum amount need be assigned; and (B) in any case not described in *Section 12.8(b)(i)(A)*, the aggregate amount of the Commitment(s) (which for this purpose includes Loans outstanding hereunder) or, if the applicable Commitment is not then in effect, the Outstanding Amount of the Loans of the assigning Lender subject to each such assignment (determined as of the date the Assignment and Assumption with respect to such assignment is delivered to Administrative Agent or, if "Trade Date" is specified in the Assignment and Assumption, as of the Trade Date) shall not be less than \$5,000,000, in the case of any assignment in respect of the Revolving Credit Facility, or \$5,000,000, in the case of any assignment in respect of the Term Loan Facility, unless each of Administrative Agent and, so long as no Event of Default has occurred and is continuing, Borrower Representative otherwise consents (each such consent not to be unreasonably withheld or delayed).

(ii) **Proportionate Amounts.** Each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement with respect to the Loan or the Commitment(s) assigned, except that this *clause (ii)* shall not prohibit any Lender from assigning all or a portion of its rights and obligations among separate Facilities on a non-pro rata basis.

(iii) **Required Consents.** No consent shall be required for any assignment except to the extent required by *Section 12.8(b)(i)(B)* and, in addition: (A) the consent of Borrower Representative (such consent not to be unreasonably withheld or delayed) shall be required unless (x) an Event of Default has occurred and is continuing at the time of such assignment, or (y) such assignment is to a Lender, an Affiliate of a Lender or an Approved Fund; *provided* that Borrower Representative shall be deemed to have consented to any such assignment unless it shall object thereto by written notice to Administrative Agent within five (5) Business Days after having received notice thereof; (B) the consent of Administrative Agent (such consent not to be unreasonably withheld or delayed) shall be required for assignments in respect of (1) any Revolving Credit Commitment or Revolving Credit Loans if such assignment is to a Person that is not a Lender with a Revolving Credit Commitment, an Affiliate of such Lender or an Approved Fund with respect to such Lender, or (2) any Term Loan to a Person who is not a Lender, an Affiliate of a Lender or an Approved Fund and (C) the consent of L/C Issuer and Swing Line Lender shall be required for any assignment in respect of the Revolving Credit Facility.

(iv) **Assignment and Assumption.** The parties to each assignment shall execute and deliver to Administrative Agent an Assignment and Assumption, together with a processing and recordation fee of \$3,500; *provided* that Administrative Agent may, in its sole discretion, elect to waive such processing and recordation fee in the case of any assignment. The assignee, if it is not a Lender, shall deliver to Administrative Agent an Administrative Questionnaire.

(v) **No Assignment to Certain Persons.** No such assignment shall be made to (A) any Borrower, or any Borrower's Affiliates or Subsidiaries or any other Obligated Party or (B) any Defaulting Lender or any of its Affiliates, or any Person who, upon becoming a Lender hereunder, would constitute any of the foregoing persons described in this *clause (B)*.

(vi) **No Assignment to Natural Persons.** No such assignment shall be made to a natural Person.

(vii) **Certain Additional Payments.** In connection with any assignment of rights and obligations of any Defaulting Lender hereunder, no such assignment shall be effective unless and until, in addition to the other conditions thereto set forth herein, the parties to such assignment shall make such additional payments to Administrative Agent in an aggregate amount sufficient, upon distribution thereof as appropriate (which may be outright payment, purchases by the assignee of participations or subparticipations, or other compensating actions, including funding, with the consent of Borrower Representative and Administrative Agent, the applicable pro rata share of Loans previously requested but not funded by such Defaulting Lender, to each of which the applicable assignee and assignor hereby irrevocably consent), to: (A) pay and satisfy in full all payment liabilities then owed by such Defaulting Lender to Administrative Agent or any Lender hereunder (and interest accrued thereon) and (B) acquire (and fund as appropriate) its full pro rata share of all Loans in accordance with its Applicable Percentage. Notwithstanding the foregoing, in the event that any assignment of rights and obligations of any Defaulting Lender hereunder shall become effective under applicable law without compliance with the provisions of this paragraph, then the assignee of such interest shall be deemed to be a Defaulting Lender for all purposes of this Agreement until such compliance occurs.

Subject to acceptance and recording thereof by Administrative Agent pursuant to **Section 12.8(c)**, from and after the effective date specified in each Assignment and Assumption, the assignee thereunder shall be a party to this Agreement and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto) but shall continue to be entitled to the benefits of **Section 12.1** and **Section 12.2** with respect to facts and circumstances occurring prior to the effective date of such assignment; *provided* that, except to the extent otherwise expressly agreed by the affected parties, no assignment by a Defaulting Lender will constitute a waiver or release of any party hereunder arising from that Lenders' having been a Defaulting Lender. Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this **subsection** shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with **Section 12.8(d)**. Upon the consummation of any assignment pursuant to this **Section 12.8(b)**, if requested by the transferor or transferee Lender, the transferor Lender, Administrative Agent and Borrower Representative shall make appropriate arrangements so that replacement Notes are issued to such transferor Lender (if applicable) and new Notes or, as appropriate, replacement Notes, are issued to the assignee.

(c) **Register.** Administrative Agent, acting solely for this purpose as an agent of Borrowers, shall maintain at one of its offices in Dallas, Texas a copy of each Assignment and Assumption delivered to it and a Register. The entries in the Register shall be conclusive absent manifest error, and Borrowers, Administrative Agent and Lenders shall treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement. The Register shall be available for inspection by Borrower Representative and any Lender, at any reasonable time and from time to time upon reasonable prior notice.

(d) **Participations.** Any Lender may at any time, without the consent of, or notice to, Borrowers or Administrative Agent, sell participations to a Participant in all or a portion of such Lender's rights and/or obligations under this Agreement (including all or a portion of its Commitment and/or the Loans owing to it); *provided* that (i) such Lender's obligations under this Agreement shall remain unchanged, (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations, and (iii) Borrowers, Administrative Agent, and Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. For the avoidance of doubt, each Lender shall be responsible for the indemnity under **Section 12.1(b)** without regard to the existence of any participation.

Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; *provided* that such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any amendment, modification or waiver described in **Section 12.10** which requires the consent of all Lenders and affects such Participant. Borrowers agree that each Participant shall be entitled to the benefits of **Sections 3.1, 3.5 and 3.4** (subject to the requirements and limitations therein, including the requirements under **Section 3.4(g)** (it being understood that the documentation required under **Section 3.4(g)** shall be delivered to the participating Lender)) to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to paragraph (b) of this Section; *provided* that such Participant (A) agrees to be subject to the provisions of **Section 3.6** as if it were an assignee under paragraph (b) of this Section; and (B) shall not be entitled to receive any greater payment under **Sections 3.1 or 3.4**, with respect to any participation, than its participating Lender would have been entitled to receive, except to the extent such entitlement to receive a greater payment results from a Change in Law that occurs after the Participant acquired the applicable participation. Each Lender that sells a participation agrees, at Borrower Representative's request and expense, to use reasonable efforts to cooperate with Borrowers to effectuate the provisions of **Section 3.6** with respect to any Participant. To the extent permitted by law, each Participant also shall be entitled to the benefits of **Section 4.2** as though it were a Lender; *provided* that such Participant agrees to pay to Administrative Agent any amount set-off for application to the Obligations under the Loan Documents as required pursuant to **Section 4.2**; *provided further* that such Participant agrees to be subject to **Section 12.23** as though it were a Lender. Each Lender that sells a participation shall, acting solely for this purpose as a non-fiduciary agent of Borrowers, maintain a Participant Register; *provided* that no Lender shall have any obligation to disclose all or any portion of the Participant Register to any Person (including the identity of any Participant or any information relating to a Participant's interest in any commitments, loans, letters of credit or its other obligations under any Loan Document) except to the extent that such disclosure is necessary to establish that such commitment, loan, letter of credit or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary. For the avoidance of doubt, Administrative Agent (in its capacity as Administrative Agent) shall have no responsibility for maintaining a Participant Register.

(e) **Certain Pledges.** Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank; *provided* that no such pledge or assignment shall release such Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

(f) **Dissemination of Information.** Subject to the terms and conditions of **Section 12.25**, Borrowers and each other Obligated Party authorizes Administrative Agent and each Lender to disclose to any actual or prospective purchaser, assignee or other recipient of a Lender's Commitment, any and all information in Administrative Agent's or such Lender's possession concerning Borrowers, the other Obligated Parties and their respective Affiliates.

**Section 12.9 Survival.** All representations and warranties made in this Agreement or any other Loan Document or in any document, statement, or certificate furnished in connection with this Agreement shall survive the execution and delivery of this Agreement and the other Loan Documents, and no investigation by Administrative Agent or any Lender or any closing shall affect the representations and warranties or the right of Administrative Agent or any Lender to rely upon them. Without prejudice to the survival of any other obligation of Borrowers hereunder, the obligations of Borrowers under **Sections 12.1** and **12.2** shall survive repayment of the Obligations and termination of the Commitments.

**Section 12.10 Amendment.** The provisions of this Agreement and the other Loan Documents to which Borrowers or any Obligated Party is a party (other than the Issuer Documents) may be amended or waived only by an instrument in writing signed by Required Lenders (or by Administrative Agent with the consent of Required Lenders) and Borrowers or other Obligated Party, as applicable, and acknowledged by Administrative Agent; *provided, however*, that no such amendment or waiver shall:

- (a) waive any condition set forth in **Section 5.1** (other than **Sections 5.1(p)** and **(s)**), without the written consent of each Lender;
- (b) extend or increase any Commitment of any Lender (or reinstate any Commitment terminated pursuant to **Section 10.2**) without the written consent of such Lender;
- (c) postpone any date fixed by this Agreement or any other Loan Document for any payment (excluding mandatory prepayment) of principal, interest, fees or other amounts due to Lenders (or any of them) hereunder or under any other Loan Document without the written consent of each Lender directly affected thereby;
- (d) reduce the principal of, or the rate of interest specified herein on, any Loan, or any fees or other amounts payable hereunder or under any other Loan Document without the written consent of each Lender directly affected thereby; *provided, however*, that only the consent of Required Lenders shall be necessary to adjust the Default Interest Rate or to waive any obligation of Borrowers to pay interest at such rate;
- (e) change any provision of this **Section 12.10** or the definition of "Required Lenders" or "Required Revolving Credit Lenders" or any other provision hereof specifying the number or percentage of Lenders required to amend, waive or otherwise modify any rights hereunder or make any determination or grant any consent hereunder, without the written consent of each Lender (or each Revolving Credit Lender, in the case of a change in the definition of Required Revolving Credit Lenders);
- (f) change **Section 10.3** in a manner that would alter the pro rata sharing of payments required thereby without the written consent of each Lender; or
- (g) release any material Guaranty or all or substantially all of the Collateral (in each case, except as provided herein) without the written consent of each Lender;

and, *provided further*, that that (i) no amendment, waiver or consent shall, unless in writing and signed by the L/C Issuer in addition to the Lenders required above, affect the rights or duties of the L/C Issuer under this Agreement or any Issuer Document relating to any Letter of Credit issued or to be issued by it; (ii) no amendment, waiver or consent shall, unless in writing and signed by the Swing Line Lender in addition to the Lenders required above, affect the rights or duties of the Swing Line Lender under this Agreement; (iii) no amendment, waiver or consent shall, unless in writing and signed by Administrative Agent in addition to Lenders required above, affect the rights or duties of Administrative Agent under this Agreement or any other Loan Document and (iv) the Fee Letter may be amended, or rights or privileges thereunder waived, in a writing executed only by the parties thereto.

Notwithstanding anything to the contrary herein, no Defaulting Lender shall have any right to approve or disapprove any amendment, waiver or consent hereunder, except that (and any amendment, waiver or consent which by its terms requires the consent of all Lenders or each affected Lender may be effected with the consent of the applicable Lenders other than Defaulting Lenders), except that (x) the Commitment(s) of any Defaulting Lender may not be increased or extended without the consent of such Lender; and (y) any waiver, amendment or modification requiring the consent of all Lenders or each affected Lender that by its terms affects any Defaulting Lender disproportionately adversely relative to other affected Lenders shall require the consent of such Defaulting Lender.

#### Section 12.11 Notices.

(a) **Notices Generally.** Except in the case of notices and other communications expressly permitted to be given by telephone (and except as provided in *Section 12.11(b)*), all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by facsimile as set forth on *Schedule 12.11*. Notices sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received. Notices sent by facsimile shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next business day for the recipient). Notices delivered through electronic communications, to the extent provided in *Section 12.11(b)* shall be effective as provided in *Section 12.11(b)*.

(b) **Electronic Communications.** Notices and other communications to Lenders and hereunder may be delivered or furnished by electronic communication (including e-mail and Internet or intranet websites) pursuant to procedures approved by Administrative Agent, *provided* that the foregoing shall not apply to notices to any Lender pursuant to *Article 2* if such Lender has notified Administrative Agent that it is incapable of receiving notices under *Article 2* by electronic communication. Administrative Agent or Borrower Representative may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it; *provided* that approval of such procedures may be limited to particular notices or communications.

Unless Administrative Agent otherwise prescribes, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient, at its e-mail address as described in the foregoing *clause (i)*, of notification that such notice or communication is available and identifying the website address therefor; *provided* that, for both *clauses (i)* and *(ii)* above, if such facsimile, email or other electronic communication

is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next business day for the recipient.

(c) **Change of Address, etc.** Any party hereto may change its address or facsimile number for notices and other communications hereunder by notice to the other parties hereto, **Schedule 12.11** shall be deemed to be amended by each such change, and Administrative Agent is authorized, in its discretion, from time to time to reflect each such change in an amended **Schedule 12.11** provided by Administrative Agent to each party hereto.

(d) **Platform.**

(i) Borrowers agree that Administrative Agent may, but shall not be obligated to, make the Communications available to the Lenders, L/C Issuer or Swing Line Lender by posting the Communications on the Platform.

(ii) The Platform is provided “as is” and “as available.” The Agent Parties (as defined below) do not warrant the adequacy of the Platform and expressly disclaim liability for errors or omissions in the Communications. No warranty of any kind, express, implied or statutory, including, without limitation, any warranty of merchantability, fitness for a particular purpose, non-infringement of third-party rights or freedom from viruses or other code defects, is made by any Agent Party in connection with the Communications or the Platform. In no event shall the Agent Parties have any liability to Borrowers, any Lender or any other Person or entity for damages of any kind, including, without limitation, direct or indirect, special, incidental or consequential damages, losses or expenses (whether in tort, contract or otherwise) arising out of Borrowers’ or Administrative Agent’s transmission of communications through the Platform.

(iii) Each Borrower and each other Obligated Party (by its, his or her execution of a Loan Document) hereby authorizes Administrative Agent, each Lender, Swing Line Lender and their respective counsel and agents to communicate and transfer documents and other information (including confidential information) concerning this transaction or any Borrower or any other Obligated Party and the business affairs of such Borrower and such other Obligated Parties via the Internet or other electronic communication without regard to the lack of security of such communications.

#### Section 12.12 **Governing Law; Venue; Service of Process.**

(a) **Governing Law.** This Agreement and the other Loan Documents and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement or any other Loan Document (except, as to any other Loan Document, as expressly set forth therein) and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of Texas (without reference to applicable rules of conflicts of Laws), except to the extent the Laws of any jurisdiction where Collateral is located require application of such Laws with respect to such Collateral.

(b) **Jurisdiction.** Each Borrower irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind or description, whether in law or equity, whether in contract or in tort or otherwise, against Administrative Agent, any Lender, L/C Issuer, Swing Line Lender or any Related Party of the foregoing in any way relating to this Agreement or any other Loan Document or the transactions relating hereto or thereto, in any forum other than the courts of the State of Texas sitting in Dallas County, and of the United States District

Court of the Northern District of Texas, and any appellate court from any thereof, and each of the parties hereto irrevocably and unconditionally submits to the jurisdiction of such courts and agrees that all claims in respect of any such action, litigation or proceeding may be heard and determined in such Texas State court or, to the fullest extent permitted by applicable law, in such federal court. Each of the parties hereto agrees that a final judgment in any such action, litigation or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement or in any other Loan Document shall affect any right that Administrative Agent, any Lender, L/C Issuer or Swing Line Lender may otherwise have to bring any action or proceeding relating to this Agreement or any other Loan Document against any Borrower or its properties in the courts of any jurisdiction.

(c) **Waiver of Venue.** Each Borrower irrevocably and unconditionally waives, to the fullest extent permitted by applicable law, any objection that it may now or hereafter have to the laying of venue of any action or proceeding arising out of or relating to this Agreement or any other Loan Document in any court referred to in *paragraph (b)* of this *Section*. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(d) **Service of Process.** Each party hereto irrevocably consents to service of process in the manner provided for notices in *Section 12.11*. Nothing in this Agreement will affect the right of any party hereto to serve process in any other manner permitted by applicable law.

**Section 12.13 Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Except as provided in *Section 5.1*, this Agreement shall become effective when it shall have been executed by Administrative Agent and when Administrative Agent shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging means (e.g. “pdf” or “tif”) shall be effective as delivery of a manually executed counterpart of this Agreement.

**Section 12.14 Severability.** Any provision of this Agreement or any other Loan Document 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 held to be invalid or illegal. Furthermore, in lieu of such invalid or unenforceable provision there shall be added as a part of this Agreement or the other Loan Documents a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

**Section 12.15 Headings.** The headings, captions, and arrangements used in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

**Section 12.16 Construction.** Borrowers, Administrative Agent and each Lender acknowledge that each of them has had the benefit of legal counsel of its own choice and has been afforded an opportunity to review this Agreement and the other Loan Documents with its legal counsel and that this Agreement and the other Loan Documents shall be construed as if jointly drafted by Borrowers, Administrative Agent and each Lender.

**Section 12.17 Independence of Covenants.** All covenants hereunder shall be given independent effect so that if a particular action or condition is not permitted by any of such covenants, the fact that it would be permitted by an exception to, or be otherwise within the limitations of, another covenant shall not avoid the occurrence of a Default if such action is taken or such condition exists.

Section 12.18 **WAIVER OF JURY TRIAL.** EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 12.18.

Section 12.19 **Additional Interest Provision.** It is expressly stipulated and agreed to be the intent of Borrowers, Administrative Agent and each Lender at all times to comply strictly with the applicable law governing the maximum rate or amount of interest payable on the indebtedness evidenced by any Note, any Loan Document, and the Related Indebtedness (or applicable United States federal law to the extent that it permits any Lender to contract for, charge, take, reserve or receive a greater amount of interest than under applicable law). If the applicable law is ever judicially interpreted so as to render usurious any amount (a) contracted for, charged, taken, reserved or received pursuant to any Note, any of the other Loan Documents or any other communication or writing by or between Borrowers and any Lender related to the transaction or transactions that are the subject matter of the Loan Documents, (b) contracted for, charged, taken, reserved or received by reason of Administrative Agent's or any Lender's exercise of the option to accelerate the maturity of any Note and/or the Related Indebtedness, or (c) Borrowers will have paid or Administrative Agent or any Lender will have received by reason of any voluntary prepayment by Borrowers of any Note and/or the Related Indebtedness, then it is Borrowers', Administrative Agent's and Lenders' express intent that all amounts charged in excess of the Maximum Rate shall be automatically canceled, ab initio, and all amounts in excess of the Maximum Rate theretofore collected by Administrative Agent or any Lender shall be credited on the principal balance of any Note and/or the Related Indebtedness (or, if any Note and all Related Indebtedness have been or would thereby be paid in full, refunded to Borrowers), and the provisions of any Note and the other Loan Documents shall immediately be deemed reformed and the amounts thereafter collectible hereunder and thereunder reduced, without the necessity of the execution of any new document, so as to comply with the applicable law, but so as to permit the recovery of the fullest amount otherwise called for hereunder and thereunder; *provided, however*, if any Note or Related Indebtedness has been paid in full before the end of the stated term thereof, then Borrowers, Administrative Agent and each Lender agree that Administrative Agent or any Lender, as applicable, shall, with reasonable promptness after Administrative Agent or such Lender discovers or is advised by Borrower Representative that interest was received in an amount in excess of the Maximum Rate, either refund such excess interest to Borrowers and/or credit such excess interest against such Note and/or any Related Indebtedness then owing by Borrowers to Administrative Agent or such Lender. Borrowers hereby agree that as a condition precedent to any claim seeking usury penalties against Administrative Agent or such Lender, Borrower Representative will provide written notice to Administrative Agent or any Lender, advising Administrative Agent or such Lender in reasonable detail of the nature and amount of the violation, and Administrative Agent or such Lender shall have sixty (60) days after receipt of such notice in which to correct such usury violation, if any, by either refunding such excess interest to Borrowers or crediting such excess interest against the Note to which the alleged violation relates and/or the Related Indebtedness then owing by Borrowers to Administrative Agent or such Lender. All sums contracted for, charged, taken, reserved or received by Administrative Agent or any Lender for the use, forbearance or detention of any debt evidenced by any Note and/or the Related Indebtedness shall, to the extent permitted by applicable law, be amortized or spread, using the actuarial method, throughout the stated term of such Note and/or the Related Indebtedness (including any and all renewal and extension periods) until payment in full so that the



rate or amount of interest on account of any Note and/or the Related Indebtedness does not exceed the Maximum Rate from time to time in effect and applicable to such Note and/or the Related Indebtedness for so long as debt is outstanding. In no event shall the provisions of Chapter 346 of the Texas Finance Code (which regulates certain revolving credit loan accounts and revolving triparty accounts) apply to the Notes and/or any of the Related Indebtedness. Notwithstanding anything to the contrary contained herein or in any of the other Loan Documents, it is not the intention of Administrative Agent or any Lender to accelerate the maturity of any interest that has not accrued at the time of such acceleration or to collect unearned interest at the time of such acceleration.

**Section 12.20 Ceiling Election.** To the extent that any Lender is relying on Chapter 303 of the Texas Finance Code to determine the Maximum Rate payable on any Note and/or any other portion of the Obligations under the Loan Documents, such Lender will utilize the weekly ceiling from time to time in effect as provided in such Chapter 303. To the extent United States federal law permits any Lender to contract for, charge, take, receive or reserve a greater amount of interest than under Texas law, such Lender will rely on United States federal law instead of such Chapter 303 for the purpose of determining the Maximum Rate. Additionally, to the extent permitted by applicable law now or hereafter in effect, any Lender may, at its option and from time to time, utilize any other method of establishing the Maximum Rate under such Chapter 303 or under other applicable law by giving notice, if required, to Borrowers as provided by applicable law now or hereafter in effect.

**Section 12.21 USA Patriot Act Notice.** Administrative Agent and each Lender hereby notifies Borrowers that pursuant to the requirements of the Patriot Act, it is required to obtain, verify and record information that identifies each Borrower and each other Obligated Party, which information includes the name and address of each Borrower and each other Obligated Party and other information that will allow Administrative Agent and such Lender to identify each Borrower and each other Obligated Party in accordance with the Patriot Act. In addition, each Borrower agrees to (a) ensure that no Person who owns a controlling interest in or otherwise controls any Borrower or any Subsidiary of any Borrower is or shall be listed on the Specially Designated Nationals and Blocked Person List or other similar lists maintained by the OFAC, the Department of the Treasury or included in any Executive Order, (b) not to use or permit the use of proceeds of the Obligations to violate any of the foreign asset control regulations of the OFAC or any enabling statute or Executive Order relating thereto, and (c) comply, or cause its Subsidiaries to comply, with the applicable Laws.

**Section 12.22 Defaulting Lenders.**

(a) **Adjustments.** Notwithstanding anything to the contrary contained in this Agreement, if any Lender becomes a Defaulting Lender, then, until such time as that Lender is no longer a Defaulting Lender, to the extent permitted by applicable law:

(i) **Waivers and Amendments.** Such Defaulting Lender's right to approve or disapprove any amendment, waiver or consent with respect to this Agreement shall be restricted as set forth in the definitions of "*Required Lenders*" and "*Required Revolving Credit Lenders*" and in **Section 12.10**.

(ii) **Defaulting Lender Waterfall.** Any payment of principal, interest, fees or other amounts received by Administrative Agent for the account of such Defaulting Lender (whether voluntary or mandatory, at maturity, pursuant to **Article 10** or otherwise) or received by Administrative Agent from a Defaulting Lender shall be applied at such time or times as may be determined by Administrative Agent as follows: first, to the payment of any amounts owing by such Defaulting Lender to Administrative Agent hereunder; second, with respect to a Defaulting Lender that is a Revolving Credit Lender,

to the payment on a pro rata basis of any amounts owing by such Defaulting Lender to L/C Issuer or Swing Line Lender hereunder; third, with respect to a Defaulting Lender that is a Revolving Credit Lender, to Cash Collateralize L/C Issuer's Fronting Exposure, if any, with respect to such Defaulting Lender in accordance with **Section 2.7**; fourth, with respect to a Defaulting Lender that is a Revolving Credit Lender, as Borrower Representative may request (so long as no Default or Event of Default exists), to the funding of any Revolving Credit Loan in respect of which such Defaulting Lender has failed to fund its portion thereof as required by this Agreement, as determined by Administrative Agent; fifth, with respect to a Defaulting Lender that is a Revolving Credit Lender, if so determined by Administrative Agent and Borrower Representative, to be held in a deposit account and released pro rata in order to (x) satisfy such Defaulting Lender's potential future funding obligations with respect to Revolving Credit Loans under this Agreement and (y) Cash Collateralize L/C Issuer's future Fronting Exposure, if any, with respect to such Defaulting Lender with respect to future Letters of Credit issued under this Agreement, in accordance with **Section 2.7**; sixth, to the payment of any amounts owing to Lenders, L/C Issuer or Swing Line Lender as a result of any judgment of a court of competent jurisdiction obtained by any Lender, L/C Issuer or Swing Line Lender against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement; seventh, so long as no Default or Event of Default exists, to the payment of any amounts owing to Borrowers as a result of any judgment of a court of competent jurisdiction obtained by any Borrower against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement; and eighth, to such Defaulting Lender or as otherwise directed by a court of competent jurisdiction; *provided* that, if (x) such payment is a payment of the principal amount of any Loans or L/C Borrowings in respect of which such Defaulting Lender has not fully funded its appropriate share, and (y) such Loans were made or the related Letters of Credit were issued at a time when the conditions set forth in **Section 5.2** were satisfied or waived, such payment shall be applied solely to pay the Loans of, and L/C Obligations owed to, all Non-Defaulting Lenders on a pro rata basis prior to being applied to the payment of any Loans of, or L/C Obligations owed to, such Defaulting Lender until such time as all Loans and funded and unfunded participations in L/C Obligations and Swing Line Loans are held by Lenders pro rata in accordance with the Commitments under the applicable Facility without giving effect to **Section 12.22(a)(iv)**. Any payments, prepayments or other amounts paid or payable to a Defaulting Lender that are applied (or held) to pay amounts owed by a Defaulting Lender or to post Cash Collateral pursuant to this **Section 12.22(a)(ii)** shall be deemed paid to and redirected by such Defaulting Lender, and each Lender irrevocably consents hereto.

(iii) **Certain Fees.**

(A) No Defaulting Lender shall be entitled to receive any fee payable under **Section 2.4(c)** for any period during which that Lender is a Defaulting Lender (and Borrowers shall not be required to pay any such fee that otherwise would have been required to have been paid to that Defaulting Lender).

(B) Each Defaulting Lender shall be entitled to receive Letter of Credit Fees for any period during which that Lender is a Defaulting Lender only to the extent allocable to its Applicable Percentage of the stated amount of Letters of Credit for which it has provided Cash Collateral pursuant to **Section 2.7**.

(C) With respect to any Letter of Credit Fee not required to be paid to any Defaulting Lender pursuant to **clause (A)** or **(B)** above, Borrowers shall (x) pay

to each Non-Defaulting Lender that portion of any such fee otherwise payable to such Defaulting Lender with respect to such Defaulting Lender's participation in L/C Obligations or Swing Line Loans that has been reallocated to such Non-Defaulting Lender pursuant to **clause (iv)** below, (y) pay to L/C Issuer and Swing Line Lender, as applicable, the amount of any such fee otherwise payable to such Defaulting Lender to the extent allocable to such L/C Issuer's or Swing Line Lender's Fronting Exposure to such Defaulting Lender, and (z) not be required to pay the remaining amount of any such fee.

**(iv) Reallocation of Applicable Percentages to Reduce Fronting Exposure.**

All or any part of such Defaulting Lender's participation in L/C Obligations and Swing Line Loans shall be reallocated among the Non-Defaulting Lenders in accordance with their respective Applicable Percentages (calculated without regard to such Defaulting Lender's Commitment) but only to the extent that (x) the conditions set forth in **Section 5.2** are satisfied at the time of such reallocation (and, unless Borrower Representative shall have otherwise notified Administrative Agent at such time, Borrowers shall be deemed to have represented and warranted that such conditions are satisfied at such time), and (y) such reallocation does not cause the aggregate Revolving Credit Exposure of any Non-Defaulting Lender to exceed such Non-Defaulting Lender's Revolving Credit Commitment. No reallocation hereunder shall constitute a waiver or release of any claim of any party hereunder against a Defaulting Lender arising from that Lender having become a Defaulting Lender, including any claim of a Non-Defaulting Lender as a result of such Non-Defaulting Lender's increased exposure following such reallocation.

**(v) Cash Collateral, Repayment of Swing Line Loans.** If the reallocation described in **clause (a)(iv)** above cannot, or can only partially, be effected, Borrowers shall, without prejudice to any right or remedy available to it hereunder or under applicable law, (x) first, prepay Swing Line Loans in an amount equal to Swing Line Lender's Fronting Exposure and (y) second, Cash Collateralize L/C Issuers' Fronting Exposure in accordance with the procedures set forth in **Section 2.7**.

**(b) Defaulting Lender Cure.** If Borrower Representative, Administrative Agent, Swing Line Lender and L/C Issuer agree in writing that a Lender is no longer a Defaulting Lender, Administrative Agent will so notify the parties hereto, whereupon as of the effective date specified in such notice and subject to any conditions set forth therein (which may include arrangements with respect to any Cash Collateral), that Lender will, to the extent applicable, purchase at par that portion of outstanding Loans of the other Lenders or take such other actions as Administrative Agent may determine to be necessary to cause the Loans and funded and unfunded participations in Letters of Credit and Swing Line Loans to be held on a pro rata basis by Lenders in accordance with their Applicable Percentages (without giving effect to **Section 12.22(a)(iv)**), whereupon such Lender will cease to be a Defaulting Lender; *provided* that no adjustments will be made retroactively with respect to fees accrued or payments made by or on behalf of Borrowers while that Lender was a Defaulting Lender; and *provided, further*, that except to the extent otherwise expressly agreed by the affected parties, no change hereunder from Defaulting Lender to Lender will constitute a waiver or release of any claim of any party hereunder arising from that Lender's having been a Defaulting Lender.

**Section 12.23 Sharing of Payments by Lenders.** If any Lender shall, by exercising any right of setoff or counterclaim or otherwise, obtain payment in respect of any principal of or interest on any of the Loans made by it or other obligations hereunder, resulting in such Lender's receiving payment of a

proportion of the aggregate amount of such Loans and accrued interest thereon greater than its pro rata share thereof as provided herein, then the Lender receiving such greater proportion shall:

(a) notify Administrative Agent of such fact; and

(b) purchase (for cash at face value) participations in the Loans and such other obligations of the other Lenders, or make such other adjustments as shall be equitable, so that the benefit of all such payments shall be shared by Lenders ratably in accordance with the aggregate amount of principal of and accrued interest on their respective Loans and other amounts owing them, *provided* that:

(i) if any such participations are purchased and all or any portion of the payment giving rise thereto is recovered, such participations shall be rescinded and the purchase price restored to the extent of such recovery, without interest; and

(ii) the provisions of this **Section 12.23** shall not be construed to apply to: (A) any payment made by or on behalf of Borrowers pursuant to and in accordance with the express terms of this Agreement (including the application of funds arising from the existence of a Defaulting Lender); or (B) any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Loans or subparticipations in L/C Obligations or Swing Line Loans to any assignee or participant, other than an assignment to any Borrower or any Affiliate thereof (as to which the provisions of this **Section 12.23** shall apply).

Borrowers consent to the foregoing and agree, to the extent it may effectively do so under applicable law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against Borrowers rights of setoff and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of Borrowers in the amount of such participation.

**Section 12.24 Payments Set Aside.** To the extent that any payment by or on behalf of Borrowers is made to Administrative Agent, L/C Issuer or any Lender, or Administrative Agent, L/C Issuer or any Lender exercises its right of setoff, and such payment or the proceeds of such setoff or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside or required (including pursuant to any settlement entered into by Administrative Agent, L/C Issuer or such Lender in its discretion) to be repaid to a trustee, receiver or any other party, in connection with any proceeding under any Debtor Relief Law or otherwise, then (a) to the extent of such recovery, the obligation or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made or such setoff had not occurred, and (b) each Lender and L/C Issuer severally agrees to pay to Administrative Agent upon demand its applicable share (without duplication) of any amount so recovered from or repaid by Administrative Agent, plus interest thereon from the date of such demand to the date such payment is made at a rate per annum equal to the Federal Funds Rate from time to time in effect. The obligations of Lenders and L/C Issuer under *clause (b)* of the preceding sentence shall survive the payment in full of the Obligations and the termination of this Agreement.

**Section 12.25 Confidentiality.** Each of Administrative Agent, L/C Issuer, Swing Line Lender and the Lenders agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to its Affiliates and to its Related Parties (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential and will only be provided on an as-needed basis), (b) to any regulatory authority purporting to have jurisdiction over it (including any self-regulatory authority, such as the National Association of Insurance Commissioners) or any Governmental Authority,

quasi-Governmental Authority or legislative committee, (c) to the extent required by applicable Laws or regulations or by any subpoena or similar legal process, provided that Borrower Representative shall be promptly notified of any such disclosure and the Information disclosed shall be limited to the Information required by such applicable Laws or regulations to be disclosed, (d) to any other party to this Agreement or any other Loan Document, (e) in connection with the exercise of any remedies hereunder or under any other Loan Document or any suit, action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder, (f) subject to its being under a duty of confidentiality no less restrictive than this **Section 12.25**, to (i) any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights or obligations under this Agreement, (ii) any actual or prospective counterparty (or its Related Parties) to any Hedge Agreement relating to any Borrower and its obligations, (iii) any actual or prospective purchaser of a Lender or its holding company, (iv) any rating agency or any similar organization in connection with the rating of Borrowers or the Facilities or (v) the CUSIP Service Bureau or any similar organization in connection with the issuance and monitoring of CUSIP numbers with respect to the Facilities, (g) with the consent of Borrower Representative, or (h) to the extent such Information (i) becomes publicly available other than as a result of a breach of this **Section 12.25** or (ii) becomes available to Administrative Agent, L/C Issuer, Swing Line Lender, any Lender or any of their respective Affiliates on a nonconfidential basis from a source other than Borrowers and not in breach of any confidentiality obligation owed to Borrowers or any Subsidiary. For purposes of this **Section 12.25**, “**Information**” means all information received from any Borrower or any Subsidiary relating to any Borrower or any Subsidiary or any of their respective businesses, other than any such information that is available to Administrative Agent, L/C Issuer, Swing Line Lender or any Lender on a nonconfidential basis prior to disclosure by any Borrower or a Subsidiary (absent gross negligence or willful misconduct). Any Person required to maintain the confidentiality of Information as provided in this **Section 12.25** shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information.

**Section 12.26 Electronic Execution of Assignments and Certain Other Documents.** The words “execute,” “execution,” “signed,” “signature,” and words of like import in any Assignment and Assumption or in any amendment or other modification hereof (including waivers and consents) shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by Administrative Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state Laws based on the Uniform Electronic Transactions Act.

**Section 12.27 Independence of Covenants.** All covenants under the Loan Documents shall be given independent effect so that if a particular action or condition is not permitted by any of such covenants, the fact that it would be permitted by an exception to, or be otherwise within the limitations of, another covenant shall not avoid the occurrence of a Default if such action is taken or such condition exists.

**Section 12.28 NOTICE OF FINAL AGREEMENT.** THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER HEREOF AND THEREOF AND 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.

*[Remainder of Page Intentionally Left Blank; Signature Page Follows]*

EXECUTED to be effective as of the date first written above.

BORROWERS:

LASER SPINE INSTITUTE, LLC

By: 

Name: Mark Andrzejewski

Title: Chief Financial Officer

LSI MANAGEMENT COMPANY, LLC

By: 

Name: Mark Andrzejewski

Title: Chief Financial Officer

LASER SPINE INSTITUTE CONSULTING LLC

By: 

Name: Mark Andrzejewski

Title: Chief Financial Officer

MEDICAL CARE MANAGEMENT SERVICES, LLC

By: 

Name: Mark Andrzejewski

Title: Chief Financial Officer

*[Signature Page to Credit Agreement]*

ADMINISTRATIVE AGENT:

TEXAS CAPITAL BANK, NATIONAL  
ASSOCIATION

By: 

Name: Ronald K. Baker

Title: Executive Vice President

*[Signature Page to Credit Agreement]*

LENDERS:

TEXAS CAPITAL BANK, NATIONAL  
ASSOCIATION

By: 

Name: Ronald K. Baker

Title: Executive Vice President

*[Signature Page to Credit Agreement]*



GENERAL ELECTRIC CAPITAL CORPORATION

By: 

Name:

Title:

**Laura S. DeAngelis**  
**Duly Authorized Signatory**

*[Signature Page to Credit Agreement]*

COMPASS BANK, D/B/A BBVA COMPASS

By:



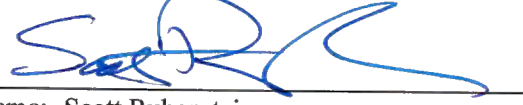
Name: Eric Vogt

Title: Senior Vice President

*[Signature Page to Credit Agreement]*

BMO HARRIS BANK N.A.

By:



Name: Scott Rubenstein

Title: Director & Senior Vice President

*[Signature Page to Credit Agreement]*

#35326503

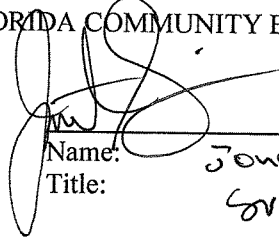
REGIONS BANK

By:   
Name: Ned Spitzer  
Title: Senior Vice President

*[Signature Page to Credit Agreement]*

FLORIDA COMMUNITY BANK, N.A.

By:



Name:

Jonathan Simoens

Title:

SVP

*[Signature Page to Credit Agreement]*

USAMERIBANK

By:

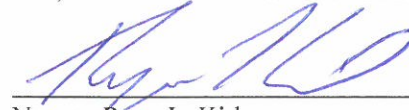
A handwritten signature in black ink, appearing to read 'Richard LeComte', written over a horizontal line.

Name: Richard LeComte  
Title: Senior Vice President

*[Signature Page to Credit Agreement]*

BOKF N.A., DBA BANK OF OKLAHOMA

By:



Name: Ryan L. Kirk

Title: Vice President

*[Signature Page to Credit Agreement]*

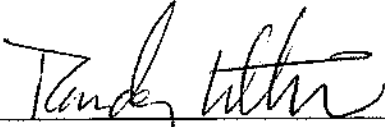
CAPSTAR BANK

By:   
Name: Mark Mattson  
Title: Chief Credit Officer

*[Signature Page to Credit Agreement]*



CITY BANK

By:  \_\_\_\_\_  
Name: Randy Kitter  
Title: Executive Vice President

*[Signature Page to Credit Agreement]*

TEXAS SECURITY BANK

By:



Name: Ben Parkey

Title: Senior Vice President

*[Signature Page to Credit Agreement]*

SCHEDULE 2.1

Commitments and Applicable Percentages

Lender	Revolving Credit Commitment	Applicable Percentage of Revolving Credit Commitment	Term Loan Commitment	Applicable Percentage of Term Loan Commitment
Texas Capital Bank, National Association	\$7,500,000.00	15.000000000000%	\$22,500,000.00	15.000000000000%
General Electric Capital Corporation	\$7,500,000.00	15.000000000000%	\$22,500,000.00	15.000000000000%
Compass Bank, d/b/a BBVA Compass	\$5,781,250.00	11.562500000000%	\$17,343,750.00	11.562500000000%
BMO Harris Bank N.A.	\$5,781,250.00	11.562500000000%	\$17,343,750.00	11.562500000000%
Regions Bank	\$5,781,250.00	11.562500000000%	\$17,343,750.00	11.562500000000%
Florida Community Bank, N.A.	\$5,781,250.00	11.562500000000%	\$17,343,750.00	11.562500000000%
USAmeriBank	\$3,750,000.00	7.500000000000%	\$11,250,000.00	7.500000000000%
BOKF, N.A. dba Bank of Oklahoma	\$3,750,000.00	7.500000000000%	\$11,250,000.00	7.500000000000%
Capstar Bank	\$1,875,000.00	3.750000000000%	\$5,625,000.00	3.750000000000%
City Bank	\$1,250,000.00	2.500000000000%	\$3,750,000.00	2.500000000000%
Texas Security Bank	\$1,250,000.00	2.500000000000%	\$3,750,000.00	2.500000000000%
<b>Total</b>	<b>\$50,000,000.00</b>	<b>100.000000000000%</b>	<b>\$150,000,000.00</b>	<b>100.000000000000%</b>

Schedule 2.2  
Existing Letters of Credit

None.

Schedule 6.5  
Litigation and Judgments

<b>Patient Name</b>	<b>LSI Doctor</b>	<b>Venue</b>	<b>Case No.</b>	<b>Status</b>
Bollea, Terry	Dr. St. Louis Dr. Scott Dr. Berezcki	Pinellas County, Florida	13-389- CIQ21*	Complaint filed; discovery phase
Davis, Ronald	Dr. Flood Dr. Weiss	Hillsborough County, Florida	14-CA-9241*	Complaint filed; discovery phase; trial set 11/30/2015
Harris, Shannon	Dr. Flood	Hillsborough County, Florida	15-CA- 001360*	Complaint filed; discovery phase
Jackson, Clay	Dr. Berezcki	Hillsborough County, Florida	N/A (Pre-Suit) *	Pre-Suit
McCarthy, Suzanne	Dr. Wolff	Hillsborough County, Florida	2014-CA- 8573*	Complaint filed; discovery phase
Petraskiewchz , John	Dr. Wolff	Hillsborough County, Florida	13-CA-14394*	Complaint filed; discovery phase; trial to be set Feb/March 2016
Reichard, Robert	Dr. Morris	Hillsborough County, Florida	14-CA- 008587*	Complaint filed and dismissed; amended complaint to be filed
Rosso-Anglin, Mimi	Dr. Berezcki	Hillsborough County, Florida	14-CA-6170*	Complaint filed; discovery phase
Sears, Randall	Dr. Prada	Hillsborough County, Florida	10-CA- 024070*	Complaint filed; discovery phase
Steedman, Timothy	Dr. Wolff	Hillsborough County, Florida	N/A (Pre-Suit) *	Pre-Suit
Thompson, Bruce	Dr. Flood	Hillsborough County, Florida	N/A (Pre-Suit) *	Pre-Suit
Wurtzberger, David	Dr. Wolff	Hillsborough County, Florida	14-CA- 012653*	Complaint filed; discovery phase; trial to be set Feb. 2016
Baker, Dennis	Dr. McCalla Dr. Gandhi	Maricopa County, Florida	CV2014- 011064*	Complaint filed; discovery phase
Orr, Rhonda	Dr. Luke	Maricopa County, Arizona	CV2014- 091955*	Complaint filed; discovery phase
Yorty, Allan	Dr. Girton Dr. Zilber Dr. Rubenstein	Philadelphia County, PA	15-03536*	Complaint filed; discovery phase

<b>Venue</b>	<b>Case No.</b>	<b>Plaintiff(s)</b>	<b>Defendant(s)</b>	<b>Nature of Claim(s)</b>	<b>Status</b>
Hillsborough County, Florida	12-CA-9002	Gulf Coast Orthopedic Center - Alfred O. Bonati, P.A., Medical Development Corporation of Pasco County, and Alfred O. Bonati, M.D.	Laser Spine Institute, LLC, James St. Louis, D.O., Michael Perry, M.D., William E. Horne, W. Justin Horne, Dotty Jane Bollinger, and Josh Helms	Tortious Interference, FDUPTA, Slander, Injunction	Complaint filed; discovery phase
U.S. District Court for the District of Arizona	2:15-cv-00418-DKD*	Karen Bachman	Laser Spine Institute, LLC	Wrongful Termination	Complaint filed; discovery phase
Hillsborough County, Florida	2011-CA-10088*	Peter Horowitz, M.D.	Laser Spine Institute, LLC	Breach of contract	Complaint filed; discovery phase
Hillsborough County, Florida	14-CA-1678*	Pinkie Spencer, Sabrina Hill-Baskin, and Kenneth Martin	Laser Spine Institute, LLC, Injury Assistance, LLC, and United Healthcare Insurance Company	Negligence; Contract; Fraud	Hearing on Motion to Dismiss for Lack of Prosecution set 7/28/15.
Hillsborough County, Florida	06-CA-08498	Joe Samuel Bailey, Mark Miller, Ted Suhl, Laserscopic Spinal Centers of America, Inc., Laserscopic Surgery Center of Florida, LLC, Laserscopic Diagnostic Imaging and Laserscopic Physical Therapy, LLC, Laserscopic Spinal Center of Florida, LLC, and Tim Langford	James St. Louis, Michael W. Perry, M.D.; EFO Holdings L.P.; Laser Spine Institute, LLC, Laser Spine Medical Clinic, LLC, Laser Spine Physical Therapy, LLC, Laser Spine Surgical Center, EFO Genpar, Inc.	Tortious Interference; Conspiracy; Breach of Fiduciary Duty; FDUPTA	Pending Appeal
Ohio Civil Rights Commission	CLE 74 (42886) 03112015*	Sonja Jones	Laser Spine Institute of Cleveland	Employment Discrimination	Charge received; response filed.
Hillsborough County,	09-C-450	KBACE Technologies, Inc.	Laser Spine Institute, LLC		Judgment entered

\*Covered by insurance, subject to applicable deductibles.

Florida					
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Matters disclosed to the Office of Inspector General on December 5, 2014, and supplemented on March 5, 2015 pursuant to the Office of Inspector General Provider Self-Disclosure Protocol regarding the provision of certain forms of travel assistance to a select number of Medicare and Tricare patients or their family members between 2008 and 2014, which resulted in reimbursement from Medicare and Tricare of approximately \$1,503,997.58 (the “Reimbursement Matter”).

A Judgment in Case number 06-CA-08498 described above was filed on November 2, 2012 with the Clerk of the Circuit Court in in the Hillsborough County, Florida. Such judgment is stayed pending appeal and is a matter covered by the Cash Reserve Account.

Nothing set forth in this Schedule 6.5 constitutes an admission that any disclosures made are material or constitute a Material Adverse Event or are otherwise required to be disclosed.

Schedule 6.6(b)  
Leased Real Property (Lessee)

Expiration Date	Address	Lessor	Lessee	Description	2015 Rental Cost	2016 Rental Cost	2017 Rental Cost	2018 Rental Cost	2019 Rental Cost
1/31/2018	3031 N. Rocky Point Drive W., Suites 200, 250, 275, & 300, Tampa, FL 33607	SF - HW Harborview Plaza L.P.	Laser Spine Institute, LLC	Corporate Building	1,754,163.66	997,160.58			
12/31/2015	3001 N. Rocky Point Drive E, Suites 380, 335, 390, 360, 100, 185, 400, 300, & 340, Tampa FL 33607	Osprey Orion Center, LLC	Laser Spine Institute, LLC	Tampa ASC	1,115,441.88				
1/4/2019	8888 E. Raintree Drive, Suite 165 & 170, Scottsdale, AZ 85260	RCC South, LLC	Laser Spine Surgery Center of Arizona, LLC	Arizona ASC	1,053,802.50	1,070,937.50	1,088,072.50	1,105,207.50	11,883.95
2/28/2025	676 and 656 Swedesford Road, Wayne, PA 19087	676 and 656 Swedesford Associates, LP	Laser Spine Institute, LLC	Philly ASC	514,065.19	667,464.62	678,022.58	688,551.84	699,104.06
12/31/2021	4727 Gaillardia Parkway, Suite 140, Oklahoma City, OK 73142	LE Norman Properties LLC	Laser Spine Institute, LLC	Oklahoma ASC	287,234.76	295,011.36	303,164.28	311,442.72	319,971.96
12/31/2029	300 Allen Bradley Drive, Mayfield Heights, OH 44124	Landerhaven I, LLC	LSI Management Company, LLC	Cleveland ASC	401,328.00	406,199.63	459,787.56	459,787.56	467,450.68
9/30/2029	450 N. New Ballas Road, Creve Coeur, MO 63141	HCP CRS2 Creve Coeur MO, LP	LSI Management Company, LLC	St. Louis ASC	450,482.50	689,064.95	706,291.55	723,948.84	742,047.60
4/30/2027	644 Eden Park Drive, Cincinnati, OH 45202	Eden Park Medical Center, LLC	LSI Management Company, LLC	Cincinnati ASC	428,930.41	439,653.69	450,645.00	461,911.08	473,458.86
7/31/2032	5332 Avion Park Drive Tampa. FL 33607	Highwoods Realty Limited Partnership	LSI Management Company, LLC	Corporate HQ		1,558,942.50	4,128,298.67	4,664,042.98	4,757,323.76



Schedule 6.8  
Approvals

- (1) Consents required under the Constituent Documents of the Loan Parties, which have been obtained on or prior to the Closing Date.
- (2) Subject to Schedule 7.10, the landlord waivers identified therein.

Schedule 6.13  
Subsidiaries, Ventures, Etc.

LSI Management Company, LLC  
None.

Laser Spine Institute Consulting LLC  
CLM Aviation, LLC (FL) (66 2/3%)

Laser Spine Institute, LLC  
Laser Spine Surgery Center of Tampa, LLC (FL) (100%)  
Laser Spine Surgical Center, LLC (FL) (100%)  
Laser Spine Surgery Center of Cleveland, LLC (OH) (100%)  
Laser Spine Surgery Center of Arizona, LLC (AZ) (100%)  
Laser Spine Surgery Center of Cincinnati, LLC (OH) (100%)  
Laser Spine Surgery Center of Pennsylvania, LLC (PA) (100%)  
Laser Spine Surgery Center of St. Louis, LLC (MO) (100%)  
Laser Spine Surgery Center of Oklahoma, LLC (OK) (100%)  
Laser Spine Surgery Center of Warwick, LLC (RI) (100%)

Medical Care Management Services, LLC  
None.

Schedule 6.19  
Intellectual Property

Copyrights										
Registration #	Registration Date	Title	Type	Description	Copyright Claimant	Date of Creation	Date of Publication	Nation of Publication	Application Author	Attorney
TX0007720530	8/16/2013	Laser Back Surgery Experts Herniated Disc Spinal Stenosis Treatment	Text	Electronic file (eService)	Laser Spine Institute, LLC	2012	11/6/2012	United States	Laser Spine Institute, LLC, employer for hire; Citizenship: United States. Authorship: text, photograph(s)	Scott D. Locke, Dorf & Nelson LLP
TX0007720531	8/16/2013	Laser Spine Orthopedic Surgery Spinal Back Surgery Experts	Text	Electronic file (eService)	Laser Spine Institute, LLC	2010	11/7/2010	United States	Laser Spine Institute, LLC, employer for hire; Citizenship: United States. Authorship: text, photograph(s)	Scott D. Locke, Dorf & Nelson LLP
TXu001912428	10/24/2014	<a href="http://www.laserspineinstitute.com">www.laserspineinstitute.com</a>	Computer File	CD-ROM + Print Material	Laser Spine Institute, LLC	2014		United States	Laser Spine Institute, LLC, employer for hire; Domicile: United States. Authorship: text, photograph(s), compilation, artwork	Scott D. Locke, Dorf & Nelson LLP

## Trademarks

Serial #	Reg #	Word Mark	Owner	Attorney of Records	Register	Status	Live/Dead	Filing Date	Registration Date	Abandoned Date	Office Action Date	Office Action Deadline	Date of Response	NEXT ACTION DATE	Jurisdiction
86674563		Stand Tall	Laser Spine Institute	Scott D. Locke	Principal		Live	6/25/2015							United States
86424853		LSI (Letters)	Laser Spine Institute, LLC AKA Laser Spine Institute or LSI	Scott D. Locke	Principal		Pending	10/15/2014							United States
86358544		"LSI" (old-logo re-file)	Laser Spine Institute, LLC AKA LSI Laser Spine Institute	Carly Todd	Principal		Pending	8/6/2014							United States
77390847	3478447	"Laser Spine Institute"	Laser Spine Institute, LLC DBA Laser Spine Institute LIMITED LIABILITY COMPANY FLORIDA	Carly Todd	Supplemental	Registered	LIVE	2/7/2008	7/29/2008		5/23/2008	11/23/2008	6/23/2008	4/7/2019	United States
86410629		BACKIE	Laser Spine Institute, LLC AKA Laser Spine Institute or LSI LIMITED LIABILITY COMPANY FLORIDA	Scott D. Locke	Principal	Pending	Pending	9/30/2014							United States
86401849	4731409	Give & Grub	LSI Management Company, LLC	Scott D. Locke	Principal	Registered	LIVE	9/22/2014	5/15/2015					5/15/2020	United States
86394395	4703864	"Vertical Lines" Logo	Lasers Spine Institute, LLC. Laser Spine Institute, LSI	Scott D. Locke	Principal	Registered	LIVE	9/15/2014	3/17/2015					3/17/2020	United States
77629125	3643466	LSI (new logo)	Laser Spine Institute, LLC LIMITED LIABILITY COMPANY FLORIDA	Carly Todd	Principal	Registered	LIVE	12/9/2008	6/23/2009		2/12/2009	8/12/2009	2/27/2009	7/29/2018	United States
77457105	3673997	"Take Your Life Back"	Laser Spine Institute, LLC LIMITED LIABILITY COMPANY FLORIDA	Carly Todd	Principal	Registered	LIVE	4/28/2008	8/25/2009		1/22/2009	7/22/2009	7/10/2009	9/25/2019	United States
77750030	3846214	"Total Spine Care"	Laser Spine Institute, LLC LIMITED LIABILITY COMPANY FLORIDA	Carly Todd	Principal	Registered	LIVE	6/2/2009	9/7/2010					9/7/2015	United States
85165194	3977511	RegenaDISC (Name)	Laser Spine Institute, LLC AKA LSI and Laser Spine Institute LIMITED LIABILITY COMPANY FLORIDA	Carly Todd	Principal	Registered	LIVE	10/29/2010	3/29/2011					6/14/2016	United States
85273050	4104490	"Aspen Back and Body"	Laser Spine Institute, LLC DBA Laser Spine Institute LIMITED LIABILITY COMPANY FLORIDA	Carly Todd	Principal	Registered	LIVE	3/22/2011	2/28/2012		5/24/2011	11/24/2011	10/13/2011	2/28/2017	United States
85064233	4155869	"The Leader In Endoscopic Spine Surgery"	Laser Spine Institute, LLC LIMITED LIABILITY COMPANY FLORIDA	Carly Todd	Supplemental	Registered	LIVE	6/16/2010	6/5/2012					6/5/2017	United States
85120996	4195200	"Relief Rock"	Laser Spine Institute, LLC LIMITED LIABILITY COMPANY FLORIDA	Carly Todd	Principal	Registered	LIVE	9/1/2010	8/21/2012		12/22/2010	6/22/2011	2/22/2011	8/21/2017	United States
85572875	4265969	"Minimally Invasive Stabilization"	Laser Spine Institute, LLC LIMITED LIABILITY COMPANY FLORIDA	Carly Todd	Supplemental	Registered	LIVE	3/19/2012	12/25/2012		6/2/2012	12/2/2012	11/1/2012	12/25/2017	United States
85683885	4316307	Re-Registration of "Laser Spine Institute"	Laser Spine Institute, LLC AKA "Laser Spine Institute" or "LSI" LIMITED LIABILITY COMPANY FLORIDA	Carly Todd	Principal	Registered	LIVE	7/23/2012	4/9/2013		11/25/2012	5/25/2013	11/27/2012	4/9/2018	United States
85685547	4316347	Combination Mark (Logo+Name+Leader in Endoscopic Spine Surgery)	Laser Spine Institute, LLC AKA Laser Spine Institute or LSI LIMITED LIABILITY COMPANY FLORIDA	Carly Todd	Principal	Registered	LIVE	7/24/2012	4/9/2013		11/25/2012	5/25/2013	11/27/2012	4/9/2018	United States

85850827	4406738	From you. For a better you.	Laser Spine Institute, LLC AKA "Laser Spine Institute" or "LSI" LIMITED LIABILITY COMPANY FLORIDA	Carly Todd	Principal	Registered	LIVE	2/15/2013	9/24/2013					9/24/2018	United States
85693451	4433611	"Momentum Medical"	Laser Spine Institute, LLC AKA "Laser Spine Institute" or "LSI" LIMITED LIABILITY COMPANY FLORIDA	Carly Todd	Principal	Registered	LIVE	8/2/2012	11/12/2013		2/16/2013	8/26/2013	8/23/2013	11/12/2018	United States
85850837	4421103	RegenaDISC Name + Slogan Combo	Laser Spine Institute, LLC AKA Laser Spine Institute or LSI LIMITED LIABILITY COMPANY FLORIDA	Carly Todd	Principal	Registered	LIVE	2/15/2013	10/22/2013		6/8/2013	12/8/2013	6/11/2013	10/22/2018	United States
85693437	4456039	"Momentum Medical Solutions"	Laser Spine Institute, LLC AKA "Laser Spine Institute" or "LSI" LIMITED LIABILITY COMPANY FLORIDA	Carly Todd	Principal	Registered	LIVE	8/2/2012	12/24/2013		4/16/2013	10/16/2013	10/11/2013	12/24/2018	United States
86090995	4537349	"Go from a life of back pain to a lifetime of living"	Laser Spine Institute, LLC LIMITED LIABILITY COMPANY FLORIDA	Carly Todd	Principal	Registered	LIVE	10/14/2013	5/27/2014					5/27/2019	United States
86365011		"LivMD" (re-file)	Laser Spine Institute, LLC AKA Laser Spine Institute LSI	Carly Todd	Principal		Pending	8/13/2014							United States
1615159	TMA894, 234	"Laser Spine Institute The Leader In Endoscopic Spine Surgery"	Laser Spine Institute, LLC		Principal	Registered	LIVE	2/21/2013	1/16/2015					1/16/2030	Canada
1618657		RegenaDISC & Design (logo)	Laser Spine Institute, LLC		Principal	Pending		11/26/2013			5/26/2014	5/26/2015	5/22/2015		Canada

## Patents

Case #	Title	Owner	Country	Case Type	Application	Filing Date	Publication #	Publication Date	Patent #	Issue Date	Status
LASERSP 0005-PCT	Formaninoplasty Device	Laser Spine Surgical Center, LLC	Patent Cooperation Treaty	ORD	PCT/US12/20257	5-Jan-12	WO 2012102842	2-Aug-12			Published
LASERSP 0006-PCT	Regeneration of Spinal Discs	Laser Spine Institute, LLC	Patent Cooperation Treaty	ORD	PCT/US2014/014404	3-Feb-14	WO 2014/123803	14-Aug-14			Published
	Regeneration of Spinal Discs	Laser Spine Institute, LLC	Uruguay		35.316	8-Feb-13					Pending
LASERS 0006-US	Regeneration of Spinal Discs	Laser Spine Institute, LLC	United States of America	PRI	13/762,471	3-Feb-13	2014/02272240	14-Aug-14			Published
LASERSP 0006-US1	Regeneration of Spinal Discs (re-file)	Laser Spine Institute, LLC	United States of America		14/699,349	29-Apr-15					Pending

## Domain Names

DomainName	CreateDate	Status	Privacy
ARTHRITISINTHESPINE.COM	3/12/2007	Active	Private
ASPENBACKINSTITUTE.COM	7/9/2006	Active	Public
AVOIDINGBACKPAIN.COM	1/20/2008	Active	Private
BACKINJURYSPORTS.COM	7/8/2009	Active	Public
BACKINJURYSPORTS.INFO	7/8/2009	Active	Public
BACKINJURYSPORTS.NET	7/8/2009	Active	Public
BACKLASERSURGERY.COM	7/8/2009	Active	Public
BACKLASERSURGERY.INFO	7/8/2009	Active	Public
BACKLASERSURGERY.NET	7/8/2009	Active	Public
BACKPAINARIZONA.COM	7/8/2009	Active	Public
BACKPAINCALIFORNIA.COM	7/8/2009	Active	Public
BACKPAINCANADA.NET	7/8/2009	Active	Public
BACKPAINFLORIDA.NET	7/8/2009	Active	Public
BACKPAINGEORGIA.NET	7/8/2009	Active	Public
BACKPAININTERNATIONAL.NET	7/8/2009	Active	Public
BACKPAINPENNSYLVANIA.COM	7/8/2009	Active	Public
BACKPAINPHILADELPHIA.COM	7/8/2009	Active	Public
BACKPAINSURGERY.INFO	7/8/2009	Active	Public
BACKPAINTEXAS.NET	7/8/2009	Active	Public
BACKSPORTSINJURY.INFO	7/8/2009	Active	Public
BACKSPORTSINJURY.NET	7/8/2009	Active	Public
BACKSURGERYALTERNATIVES.INFO	7/8/2009	Active	Public
BACKSURGERYALTERNATIVES.NET	7/8/2009	Active	Public
BACKSURGERYFORUM.COM	3/26/2007	Active	Public
BACKSURGERY-INFO.INFO	7/16/2007	Active	Private
BACKSURGERYRECOVERY.COM	7/8/2009	Active	Public

BACKSURGERYRECOVERY.INFO	7/8/2009	Active	Public
BACKSURGERYRECOVERY.NET	7/8/2009	Active	Public
BACKSURGERYSANANTONIO.COM	7/25/2013	Active	Public
BACKSURGERYSANANTONIO.INFO	7/25/2013	Active	Public
BACKSURGERYSANANTONIO.NET	7/25/2013	Active	Public
BACKSURGERYSANANTONIO.ORG	7/25/2013	Active	Public
BODYLIV.COM	5/23/2012	Active	Public
BONESPURBACK.COM	1/14/2011	Active	Public
BONESPURSINFO.COM	5/29/2007	Active	Private
BULGING-DISC.INFO	4/22/2007	Active	Public
BULGINGDISCBACK.COM	1/14/2011	Active	Public
BULGING-DISC-INFO.COM	10/19/2007	Active	Private
CELLINGTREATMENTCENTERS.COM	2/19/2010	Active	Public
CHRONICBACKPAIN.TREATMENT.INFO	7/8/2009	Active	Public
CLMAVIATION.COM	2/6/2014	Active	Public
CLMAVIATION.INFO	2/7/2014	Active	Public
CLMAVIATION.NET	2/6/2014	Active	Public
CLMAVIATION.ORG	2/7/2014	Active	Public
DEGENERATIVE-DISC.COM	4/22/2007	Active	Public
DEGENERATIVEDISC.INFO	3/12/2007	Active	Private
DEGENERATIVE-DISC.INFO	4/22/2007	Active	Public
DEGENERATIVEDISCBACK.COM	1/14/2011	Active	Public
DISCHERNIATED.COM	6/17/2006	Active	Public
DISC-HERNIATED.COM	6/17/2006	Active	Public
DISKECTOMY.INFO	4/22/2007	Active	Public
FACET-DISEASE.COM	4/22/2007	Active	Public
FACET-DISEASE.INFO	4/22/2007	Active	Public
FACET-DISEASE.NET	1/14/2011	Active	Public
FACETDISEASEFACTS.COM	1/15/2008	Active	Private



FACETTHERMALABLATION.COM	4/22/2007	Active	Public
FACETTHERMALABLATION.INFO	4/22/2007	Active	Public
FAILEDBACKSURGERY.NET	7/8/2009	Active	Public
FAILEDOPENBACKSURGERY.INFO	7/8/2009	Active	Public
FAILEDOPENBACKSURGERY.NET	7/8/2009	Active	Public
FAILEDSPINESURGERY.INFO	7/8/2009	Active	Public
FAILEDSPINESURGERY.NET	7/8/2009	Active	Public
FORAMINAL-STENOSIS.COM	4/22/2007	Active	Public
FORAMINAL-STENOSIS.INFO	4/22/2007	Active	Public
GOODBYBACKPAIN.COM	6/30/2012	Active	Public
GOODBYEBACKPAIN.COM	6/30/2012	Active	Public
HEALTHYSPINEEXERCISES.COM	1/11/2013	Active	Public
HERNIATED-DISC-INFO.COM	1/14/2011	Active	Public
HERNIATEDDISKTREATMENTS.COM	5/29/2007	Active	Private
INFO-ON-BACK-PAIN.COM	2/12/2007	Active	Private
INFO-ON-SCIATICA.INFO	8/22/2007	Active	Private
LAMINOTOMY.INFO	4/22/2007	Active	Public
LASERBACKINSTITUTE.COM	4/14/2008	Active	Private
LASERSCOPIC.COM	7/11/2013	Active	Public
LASERSCOPIC.INFO	7/11/2013	Active	Public
LASERSCOPIC.NET	7/11/2013	Active	Public
LASERSCOPIC.ORG	7/11/2013	Active	Public
LASERSCOPICSPINE.COM	7/11/2013	Active	Public
LASERSCOPICSPINE.INFO	7/11/2013	Active	Public
LASERSCOPICSPINE.NET	7/11/2013	Active	Public
LASERSCOPICSPINE.ORG	7/11/2013	Active	Public
LASERSCOPICSPINEINSTITUTE.COM	7/11/2013	Active	Public
LASERSCOPICSPINEINSTITUTE.INFO	7/11/2013	Active	Public
LASERSCOPICSPINEINSTITUTE.NET	7/11/2013	Active	Public

LASERSCOPICSPINEINSTITUTE.ORG	7/11/2013	Active	Public
LASERSCOPICSPINESURGEON.COM	7/11/2013	Active	Public
LASERSCOPICSPINESURGEON.INFO	7/11/2013	Active	Public
LASERSCOPICSPINESURGEON.NET	7/11/2013	Active	Public
LASERSCOPICSPINESURGEON.ORG	7/11/2013	Active	Public
LASERSCOPICSPINESURGEONS.COM	7/11/2013	Active	Public
LASERSCOPICSPINESURGEONS.INFO	7/11/2013	Active	Public
LASERSCOPICSPINESURGEONS.NET	7/11/2013	Active	Public
LASERSCOPICSPINESURGEONS.ORG	7/11/2013	Active	Public
LASERSCOPICSPINESURGERY.COM	7/11/2013	Active	Public
LASERSCOPICSPINESURGERY.INFO	7/11/2013	Active	Public
LASERSCOPICSPINESURGERY.NET	7/11/2013	Active	Public
LASERSCOPICSPINESURGERY.ORG	7/11/2013	Active	Public
LASERSPINALSURGERY.INFO	7/8/2009	Active	Public
LASERSPINALSURGERY.NET	7/8/2009	Active	Public
LASERSPINE.BIZ	2/8/2008	Active	Public
LASERSPINE.CAREERS	2/21/2014	Active	Public
LASERSPINE.CENTER	2/21/2014	Active	Public
LASERSPINE.COMPANY	2/21/2014	Active	Public
LASERSPINE.EMAIL	2/21/2014	Active	Public
LASERSPINE.INFO	2/8/2008	Active	Public
LASERSPINE.NET	11/15/2011	Active	Private
LASERSPINE.REVIEWS	2/21/2014	Active	Public
LASERSPINE.US	2/8/2008	Active	Public
LASERSPINEATLANTA.COM	9/19/2013	Active	Public
LASERSPINEATLANTA.INFO	9/19/2013	Active	Public
LASERSPINEATLANTA.NET	9/19/2013	Active	Public
LASERSPINEATLANTA.ORG	9/19/2013	Active	Public
LASERSPINEBOSTON.COM	10/31/2013	Active	Public

LASERSPINEBOSTON.INFO	10/31/2013	Active	Public
LASERSPINEBOSTON.NET	10/31/2013	Active	Public
LASERSPINEBOSTON.ORG	10/31/2013	Active	Public
LASERSPINECHICAGO.NET	7/11/2013	Active	Public
LASERSPINECINCINNATI.COM	9/19/2013	Active	Public
LASERSPINECINCINNATI.INFO	9/19/2013	Active	Public
LASERSPINECINCINNATI.NET	9/19/2013	Active	Public
LASERSPINECINCINNATI.ORG	9/19/2013	Active	Public
LASERSPINECLEVELAND.COM	9/19/2013	Active	Public
LASERSPINECLEVELAND.INFO	9/19/2013	Active	Public
LASERSPINECLEVELAND.NET	9/19/2013	Active	Public
LASERSPINECLEVELAND.ORG	9/19/2013	Active	Public
LASERSPINECOMPLAINTS.COM	6/12/2013	Active	Public
LASERSPINECONSULTING.COM	12/8/2011	Active	Public
LASERSPINEDC.COM	9/19/2013	Active	Public
LASERSPINEDC.INFO	9/19/2013	Active	Public
LASERSPINEDC.NET	9/19/2013	Active	Public
LASERSPINEDC.ORG	9/19/2013	Active	Public
LASERSPINEDENVER.COM	9/19/2013	Active	Public
LASERSPINEDENVER.INFO	9/19/2013	Active	Public
LASERSPINEDENVER.NET	9/19/2013	Active	Public
LASERSPINEDENVER.ORG	9/19/2013	Active	Public
LASERSPINEDOCTORS.COM	1/11/2013	Active	Public
LASERSPINEFOUNDATION.COM	8/23/2010	Active	Public
LASERSPINEFOUNDATION.ORG	8/23/2010	Active	Public
LASERSPINEGOLF.COM	11/18/2010	Active	Public
LASERSPINEHEALTHINSTITUTE.ORG	12/16/2013	Active	Public
LASERSPINEINFO.COM	11/13/2009	Active	Public
LASERSPINEINSTITUTE.BIZ	10/19/2006	Active	Public

LASERSPINEINSTITUTE.CAREERS	2/21/2014	Active	Public
LASERSPINEINSTITUTE.CC	10/19/2006	Active	Public
LASERSPINEINSTITUTE.CENTER	2/21/2014	Active	Public
LASER-SPINE-INSTITUTE.CO	12/16/2013	Active	Public
LASERSPINEINSTITUTE.COM	10/19/2006	Active	Public
LASERSPINEINSTITUTE.COMPANY	2/21/2014	Active	Public
LASERSPINEINSTITUTE.INFO	10/19/2006	Active	Public
LASERSPINEINSTITUTE.INSTITUTE	2/21/2014	Active	Public
LASERSPINEINSTITUTE.LA	12/16/2013	Active	Public
LASERSPINEINSTITUTE.ME	12/13/2009	Active	Public
LASERSPINEINSTITUTE.MOBI	10/19/2006	Active	Public
LASERSPINEINSTITUTE.NAME	10/19/2006	Active	Public
LASERSPINEINSTITUTE.NET	6/17/2006	Active	Public
LASERSPINEINSTITUTE.ORG	6/17/2006	Active	Public
LASER-SPINE-INSTITUTE.ORG	12/16/2013	Active	Public
LASERSPINEINSTITUTE.REVIEWS	2/21/2014	Active	Public
LASERSPINEINSTITUTE.TV	10/19/2006	Active	Public
LASERSPINEINSTITUTE.US	10/19/2006	Active	Public
LASERSPINEINSTITUTE.WS	10/19/2006	Active	Public
LASERSPINEINSTITUTEARENA.COM	12/19/2013	Active	Public
LASERSPINEINSTITUTEARENA.INFO	12/19/2013	Active	Public
LASERSPINEINSTITUTEARENA.NET	12/19/2013	Active	Public
LASERSPINEINSTITUTEARENA.ORG	12/19/2013	Active	Public
LASERSPINEINSTITUTEATLANTA.COM	9/19/2013	Active	Public
LASERSPINEINSTITUTEATLANTA.INFO	9/19/2013	Active	Public
LASERSPINEINSTITUTEATLANTA.NET	9/19/2013	Active	Public
LASERSPINEINSTITUTEATLANTA.ORG	9/19/2013	Active	Public
LASERSPINEINSTITUTEBOSTON.COM	10/31/2013	Active	Public
LASERSPINEINSTITUTEBOSTON.INFO	10/31/2013	Active	Public

LASERSPINEINSTITUTE BOSTON.NET	10/31/2013	Active	Public
LASERSPINEINSTITUTE BOSTON.ORG	10/31/2013	Active	Public
LASERSPINEINSTITUTE CENTER.CO	12/16/2013	Active	Public
LASERSPINEINSTITUTE CENTER.COM	12/16/2013	Active	Public
LASER-SPINE-INSTITUTE-CENTER.COM	12/19/2013	Active	Public
LASERSPINEINSTITUTE CENTER.INFO	12/16/2013	Active	Public
LASERSPINEINSTITUTE CENTER.NET	12/16/2013	Active	Public
LASERSPINEINSTITUTE CENTER.ORG	12/16/2013	Active	Public
LASERSPINEINSTITUTE CENTERS.CO	12/16/2013	Active	Public
LASER-SPINE-INSTITUTE-CENTERS.COM	12/16/2013	Active	Public
LASERSPINEINSTITUTE CENTERS.INFO	12/16/2013	Active	Public
LASERSPINEINSTITUTE CENTERS.NET	12/16/2013	Active	Public
LASERSPINEINSTITUTE CENTERS.ORG	12/16/2013	Active	Public
LASERSPINEINSTITUTE CHICAGO.COM	7/11/2013	Active	Public
LASERSPINEINSTITUTE CHICAGO.INFO	7/11/2013	Active	Public
LASERSPINEINSTITUTE CHICAGO.NET	7/11/2013	Active	Public
LASERSPINEINSTITUTE CHICAGO.ORG	7/11/2013	Active	Public
LASERSPINEINSTITUTE CINCINNATI.COM	9/19/2013	Active	Public
LASERSPINEINSTITUTE CINCINNATI.INFO	9/19/2013	Active	Public
LASERSPINEINSTITUTE CINCINNATI.NET	9/19/2013	Active	Public
LASERSPINEINSTITUTE CINCINNATI.ORG	9/19/2013	Active	Public
LASERSPINEINSTITUTE CLASSACTION.COM	12/16/2013	Active	Public
LASERSPINEINSTITUTE CLASSACTION.INFO	12/16/2013	Active	Public
LASERSPINEINSTITUTE CLASSACTION.NET	12/16/2013	Active	Public
LASERSPINEINSTITUTE CLASSACTION.ORG	12/16/2013	Active	Public
LASERSPINEINSTITUTE CLASSACTION LAWSUIT.COM	12/16/2013	Active	Public
LASERSPINEINSTITUTE CLASSACTION LAWSUIT.INFO	12/16/2013	Active	Public
LASERSPINEINSTITUTE CLASSACTION LAWSUIT.NET	12/16/2013	Active	Public
LASERSPINEINSTITUTE CLASSACTION LAWSUIT.ORG	12/16/2013	Active	Public

LASERSPINEINSTITUTELEVELAND.COM	9/19/2013	Active	Public
LASERSPINEINSTITUTELEVELAND.INFO	9/19/2013	Active	Public
LASERSPINEINSTITUTELEVELAND.NET	9/19/2013	Active	Public
LASERSPINEINSTITUTELEVELAND.ORG	9/19/2013	Active	Public
LASERSPINEINSTITUTECOMPLAINT.CO	12/16/2013	Active	Public
LASERSPINEINSTITUTECOMPLAINT.COM	12/16/2013	Active	Public
LASERSPINEINSTITUTECOMPLAINT.INFO	12/16/2013	Active	Public
LASERSPINEINSTITUTECOMPLAINT.NET	12/16/2013	Active	Public
LASERSPINEINSTITUTECOMPLAINT.ORG	12/16/2013	Active	Public
LASERSPINEINSTITUTECOMPLAINTS.CO	12/16/2013	Active	Public
LASERSPINEINSTITUTECOMPLAINTS.COM	3/31/2010	Active	Public
LASER-SPINE-INSTITUTE-COMPLAINTS.COM	12/16/2013	Active	Public
LASERSPINEINSTITUTECOMPLAINTS.INFO	12/16/2013	Active	Public
LASERSPINEINSTITUTECOMPLAINTS.NET	12/16/2013	Active	Public
LASERSPINEINSTITUTECOMPLAINTS.ORG	12/16/2013	Active	Public
LASERSPINEINSTITUTECONSULTING.COM	12/8/2011	Active	Public
LASERSPINEINSTITUTEDALLAS.COM	10/31/2013	Active	Public
LASERSPINEINSTITUTEDALLAS.INFO	10/31/2013	Active	Public
LASERSPINEINSTITUTEDALLAS.NET	10/31/2013	Active	Public
LASERSPINEINSTITUTEDALLAS.ORG	10/31/2013	Active	Public
LASERSPINEINSTITUTEDC.COM	9/19/2013	Active	Public
LASERSPINEINSTITUTEDC.INFO	9/19/2013	Active	Public
LASERSPINEINSTITUTEDC.NET	9/19/2013	Active	Public
LASERSPINEINSTITUTEDC.ORG	9/19/2013	Active	Public
LASERSPINEINSTITUTEDENVER.COM	9/19/2013	Active	Public
LASERSPINEINSTITUTEDENVER.INFO	9/19/2013	Active	Public
LASERSPINEINSTITUTEDENVER.NET	9/19/2013	Active	Public
LASERSPINEINSTITUTEDENVER.ORG	9/19/2013	Active	Public
LASERSPINEINSTITUTEDOCTORS.COM	12/16/2013	Active	Public

LASERSPINEINSTITUTEDOCTORS.INFO	12/16/2013	Active	Public
LASERSPINEINSTITUTEDOCTORS.NET	12/16/2013	Active	Public
LASERSPINEINSTITUTEDOCTORS.ORG	12/16/2013	Active	Public
LASERSPINEINSTITUTEFOUNDATION.ORG	12/16/2013	Active	Public
LASERSPINEINSTITUTEFRAUD.COM	3/31/2010	Active	Public
LASERSPINEINSTITUTEHOUSTON.COM	3/6/2013	Active	Public
LASERSPINEINSTITUTEHOUSTON.INFO	3/6/2013	Active	Public
LASERSPINEINSTITUTEHOUSTON.NET	3/6/2013	Active	Public
LASERSPINEINSTITUTEHOUSTON.ORG	3/6/2013	Active	Public
LASERSPINEINSTITUTEKANSASCITY.COM	10/31/2013	Active	Public
LASERSPINEINSTITUTEKANSASCITY.INFO	10/31/2013	Active	Public
LASERSPINEINSTITUTEKANSASCITY.NET	10/31/2013	Active	Public
LASERSPINEINSTITUTEKANSASCITY.ORG	10/31/2013	Active	Public
LASERSPINEINSTITUTELAWSUIT.CO	12/16/2013	Active	Public
LASERSPINEINSTITUTELAWSUIT.COM	12/16/2013	Active	Public
LASERSPINEINSTITUTELAWSUIT.INFO	12/16/2013	Active	Public
LASERSPINEINSTITUTELAWSUIT.NET	12/16/2013	Active	Public
LASERSPINEINSTITUTELAWSUIT.ORG	12/16/2013	Active	Public
LASERSPINEINSTITUTELAWSUITS.CO	12/16/2013	Active	Public
LASERSPINEINSTITUTELAWSUITS.COM	3/31/2010	Active	Public
LASER-SPINE-INSTITUTE-LAWSUITS.COM	12/16/2013	Active	Public
LASERSPINEINSTITUTELAWSUITS.INFO	12/16/2013	Active	Public
LASERSPINEINSTITUTELAWSUITS.NET	12/16/2013	Active	Public
LASERSPINEINSTITUTELAWSUITS.ORG	12/16/2013	Active	Public
LASERSPINEINSTITUTELOCATIONS.COM	1/11/2013	Active	Public
LASERSPINEINSTITUTEMALPRACTICE.CO	12/16/2013	Active	Public
LASERSPINEINSTITUTEMALPRACTICE.COM	12/16/2013	Active	Public
LASERSPINEINSTITUTEMALPRACTICE.INFO	12/16/2013	Active	Public
LASERSPINEINSTITUTEMALPRACTICE.NET	12/16/2013	Active	Public

LASERSPINEINSTITUTEMALPRACTICE.ORG	12/16/2013	Active	Public
LASERSPINEINSTITUTENASHVILLE.COM	9/19/2013	Active	Public
LASERSPINEINSTITUTENASHVILLE.INFO	9/19/2013	Active	Public
LASERSPINEINSTITUTENASHVILLE.NET	9/19/2013	Active	Public
LASERSPINEINSTITUTENASHVILLE.ORG	9/19/2013	Active	Public
LASERSPINEINSTITUTENEWYORK.COM	10/31/2013	Active	Public
LASERSPINEINSTITUTENEWYORK.INFO	10/31/2013	Active	Public
LASERSPINEINSTITUTENEWYORK.NET	10/31/2013	Active	Public
LASERSPINEINSTITUTENEWYORK.ORG	10/31/2013	Active	Public
LASERSPINEINSTITUTEOHIO.COM	10/12/2010	Active	Private
LASERSPINEINSTITUTEOKLAHOMA.COM	8/23/2010	Active	Private
LASERSPINEINSTITUTEOPERATION.COM	12/16/2013	Active	Public
LASERSPINEINSTITUTEOPERATION.INFO	12/16/2013	Active	Public
LASERSPINEINSTITUTEOPERATION.NET	12/16/2013	Active	Public
LASERSPINEINSTITUTEOPERATION.ORG	12/16/2013	Active	Public
LASERSPINEINSTITUTEOPERATIONS.COM	12/16/2013	Active	Public
LASERSPINEINSTITUTEOPERATIONS.INFO	12/16/2013	Active	Public
LASERSPINEINSTITUTEOPERATIONS.NET	12/16/2013	Active	Public
LASERSPINEINSTITUTEOPERATIONS.ORG	12/16/2013	Active	Public
LASERSPINEINSTITUTEOUTCOME.COM	12/16/2013	Active	Public
LASERSPINEINSTITUTEOUTCOME.INFO	12/16/2013	Active	Public
LASERSPINEINSTITUTEOUTCOME.NET	12/16/2013	Active	Public
LASERSPINEINSTITUTEOUTCOME.ORG	12/16/2013	Active	Public
LASERSPINEINSTITUTEOUTCOMES.COM	12/16/2013	Active	Public
LASERSPINEINSTITUTEOUTCOMES.INFO	12/16/2013	Active	Public
LASERSPINEINSTITUTEOUTCOMES.NET	12/16/2013	Active	Public
LASERSPINEINSTITUTEOUTCOMES.ORG	12/16/2013	Active	Public
LASERSPINEINSTITUTEPROVIDENCE.COM	10/31/2013	Active	Public
LASERSPINEINSTITUTEPROVIDENCE.INFO	10/31/2013	Active	Public



LASERSPINEINSTITUTEPROVIDENCE.NET	10/31/2013	Active	Public
LASERSPINEINSTITUTEPROVIDENCE.ORG	10/31/2013	Active	Public
LASERSPINEINSTITUTERESULTS.COM	12/16/2013	Active	Public
LASERSPINEINSTITUTERESULTS.INFO	12/16/2013	Active	Public
LASERSPINEINSTITUTERESULTS.NET	12/16/2013	Active	Public
LASERSPINEINSTITUTERESULTS.ORG	12/16/2013	Active	Public
LASERSPINEINSTITUTEREVIEWS.COM	3/31/2010	Active	Public
LASERSPINEINSTITUTESANANTONIO.COM	7/25/2013	Active	Public
LASERSPINEINSTITUTESANANTONIO.INFO	7/25/2013	Active	Public
LASERSPINEINSTITUTESANANTONIO.NET	7/25/2013	Active	Public
LASERSPINEINSTITUTESANANTONIO.ORG	7/25/2013	Active	Public
LASERSPINEINSTITUTESCAM.CO	12/16/2013	Active	Public
LASERSPINEINSTITUTESCAM.COM	3/31/2010	Active	Public
LASER-SPINE-INSTITUTE-SCAM.COM	12/16/2013	Active	Public
LASERSPINEINSTITUTESCAM.INFO	12/16/2013	Active	Public
LASERSPINEINSTITUTESCAM.NET	12/16/2013	Active	Public
LASERSPINEINSTITUTESCAM.ORG	12/16/2013	Active	Public
LASERSPINEINSTITUTESCAMS.CO	12/16/2013	Active	Public
LASERSPINEINSTITUTESCAMS.COM	12/16/2013	Active	Public
LASERSPINEINSTITUTESCAMS.INFO	12/16/2013	Active	Public
LASERSPINEINSTITUTESCAMS.NET	12/16/2013	Active	Public
LASERSPINEINSTITUTESCAMS.ORG	12/16/2013	Active	Public
LASERSPINEINSTITUTESEATTLE.COM	10/31/2013	Active	Public
LASERSPINEINSTITUTESEATTLE.INFO	10/31/2013	Active	Public
LASERSPINEINSTITUTESEATTLE.NET	10/31/2013	Active	Public
LASERSPINEINSTITUTESEATTLE.ORG	10/31/2013	Active	Public
LASERSPINEINSTITUTESTADIUM.COM	12/19/2013	Active	Public
LASERSPINEINSTITUTESTADIUM.INFO	12/19/2013	Active	Public
LASERSPINEINSTITUTESTADIUM.NET	12/19/2013	Active	Public

LASERSPINEINSTITUTESTADIUM.ORG	12/19/2013	Active	Public
LASERSPINEINSTITUTESTLOUIS.COM	9/19/2013	Active	Public
LASERSPINEINSTITUTESTLOUIS.INFO	9/19/2013	Active	Public
LASERSPINEINSTITUTESTLOUIS.NET	9/19/2013	Active	Public
LASERSPINEINSTITUTESTLOUIS.ORG	9/19/2013	Active	Public
LASERSPINEINSTITUTESURGEONS.CO	12/16/2013	Active	Public
LASERSPINEINSTITUTESURGEONS.COM	12/16/2013	Active	Public
LASERSPINEINSTITUTESURGEONS.INFO	12/16/2013	Active	Public
LASERSPINEINSTITUTESURGEONS.NET	12/16/2013	Active	Public
LASERSPINEINSTITUTESURGEONS.ORG	12/16/2013	Active	Public
LASERSPINEINSTITUTESURGERY.COM	12/19/2013	Active	Public
LASERSPINEINSTITUTESURGERY.INFO	12/19/2013	Active	Public
LASERSPINEINSTITUTESURGERY.NET	12/19/2013	Active	Public
LASERSPINEINSTITUTESURGERY.ORG	12/19/2013	Active	Public
LASERSPINEINSTITUTETAMPA.COM	6/28/2010	Active	Private
LASERSPINEINSTITUTETREATMENT.COM	12/16/2013	Active	Public
LASERSPINEINSTITUTETREATMENT.INFO	12/16/2013	Active	Public
LASERSPINEINSTITUTETREATMENT.NET	12/16/2013	Active	Public
LASERSPINEINSTITUTETREATMENT.ORG	12/16/2013	Active	Public
LASERSPINEKANSASCITY.COM	10/31/2013	Active	Public
LASERSPINEKANSASCITY.INFO	10/31/2013	Active	Public
LASERSPINEKANSASCITY.NET	10/31/2013	Active	Public
LASERSPINEKANSASCITY.ORG	10/31/2013	Active	Public
LASERSPINELOCATIONS.COM	1/11/2013	Active	Public
LASERSPINEMALPRACTICE.COM	6/12/2013	Active	Public
LASERSPINEMALPRACTICE.INFO	6/12/2013	Active	Public
LASERSPINEMALPRACTICE.NET	6/12/2013	Active	Public
LASERSPINEMALPRACTICE.ORG	6/12/2013	Active	Public
LASERSPINENASHVILLE.COM	9/19/2013	Active	Public

LASERSPINENASHVILLE.INFO	9/19/2013	Active	Public
LASERSPINENASHVILLE.NET	9/19/2013	Active	Public
LASERSPINENASHVILLE.ORG	9/19/2013	Active	Public
LASERSPINENEWSROOM.COM	1/11/2013	Active	Public
LASERSPINENEWYORK.COM	10/31/2013	Active	Public
LASERSPINENEWYORK.INFO	10/31/2013	Active	Public
LASERSPINENEWYORK.NET	10/31/2013	Active	Public
LASERSPINENEWYORK.ORG	10/31/2013	Active	Public
LASERSPINEPAININSTITUTE.BIZ	1/7/2014	Active	Public
LASERSPINEPAININSTITUTE.CO	1/7/2014	Active	Public
LASER-SPINE-PAIN-INSTITUTE.COM	1/7/2014	Active	Public
LASERSPINEPAININSTITUTE.INFO	1/7/2014	Active	Public
LASERSPINEPAININSTITUTE.ME	1/7/2014	Active	Public
LASERSPINEPAININSTITUTE.MOBI	1/7/2014	Active	Public
LASERSPINEPAININSTITUTE.NET	1/7/2014	Active	Public
LASERSPINEPAININSTITUTE.ORG	1/7/2014	Active	Public
LASERSPINEPAININSTITUTE.TV	1/7/2014	Active	Public
LASERSPINEPROVIDENCE.COM	10/31/2013	Active	Public
LASERSPINEPROVIDENCE.INFO	10/31/2013	Active	Public
LASERSPINEPROVIDENCE.NET	10/31/2013	Active	Public
LASERSPINEPROVIDENCE.ORG	10/31/2013	Active	Public
LASERSPINEREVIEWS.COM	6/12/2013	Active	Public
LASERSPINEREVIEWS.INFO	6/12/2013	Active	Public
LASERSPINEREVIEWS.NET	6/12/2013	Active	Public
LASERSPINEREVIEWS.ORG	6/12/2013	Active	Public
LASERSPINESEATTLE.COM	10/31/2013	Active	Public
LASERSPINESEATTLE.INFO	10/31/2013	Active	Public
LASERSPINESEATTLE.NET	10/31/2013	Active	Public
LASERSPINESEATTLE.ORG	10/31/2013	Active	Public

LASERSPINESTLOUIS.COM	9/19/2013	Active	Public
LASERSPINESTLOUIS.INFO	9/19/2013	Active	Public
LASERSPINESTLOUIS.NET	9/19/2013	Active	Public
LASERSPINESTLOUIS.ORG	9/19/2013	Active	Public
LASERSPINESURGERY.INFO	7/8/2009	Active	Public
LASERSPINESURGERY-INFO.COM	2/26/2008	Active	Private
LASERSPINESURGERYREVIEWS.COM	6/12/2013	Active	Public
LASERSPINESURGERYREVIEWS.INFO	6/12/2013	Active	Public
LASERSPINESURGERYREVIEWS.NET	6/12/2013	Active	Public
LASERSPINESURGERYREVIEWS.ORG	6/12/2013	Active	Public
LASERSPINEWELLNESS.COM	2/15/2013	Active	Public
LASERSPINEWELLNESS.INFO	2/15/2013	Active	Public
LASERSPINEWELLNESS.NET	2/15/2013	Active	Public
LASERSPINEWELLNESS.ORG	2/15/2013	Active	Public
LIGHTBEAMSPINEINSTITUTESCAM.CO	12/16/2013	Active	Public
LOWERBACK-PAIN.INFO	7/16/2007	Active	Private
LSIARENA.COM	12/19/2013	Active	Public
LSI-ARENA.COM	12/19/2013	Active	Public
LSIARENA.INFO	12/19/2013	Active	Public
LSI-ARENA.INFO	12/19/2013	Active	Public
LSIARENA.NET	12/19/2013	Active	Public
LSI-ARENA.NET	12/19/2013	Active	Public
LSIARENA.ORG	12/19/2013	Active	Public
LSI-ARENA.ORG	12/19/2013	Active	Public
LSIBRADENTON.COM	7/16/2009	Active	Public
LSICALLCENTER.COM	6/5/2007	Active	Public
LSICALLCENTER.INFO	6/5/2007	Active	Public
LSICAREERS.COM	3/11/2009	Active	Public
LSICINCNATI.COM	5/15/2014	Active	Public

LSICLEVELAND.COM	5/15/2014	Active	Public
LSICONULTATION.COM	9/22/2009	Active	Private
LSIDOCTORS.COM	1/11/2013	Active	Public
LSIEXPERIENCE.COM	7/20/2009	Active	Public
LSIEXPERIENCE.INFO	7/21/2009	Active	Public
LSIFLAGSTAFF.COM	7/16/2009	Active	Public
LSIHOLDCO.COM	2/6/2014	Active	Public
LSIHOLDCO.INFO	2/7/2014	Active	Public
LSIHOLDCO.NET	2/6/2014	Active	Public
LSIHOLDCO.ORG	2/7/2014	Active	Public
LSI-HOUSTON.COM	12/10/2013	Active	Public
LSIHOUSTON.NET	12/10/2013	Active	Private
LSIHOUSTON.ORG	12/10/2013	Active	Public
LSI-JAX.COM	7/16/2009	Active	Public
LSIKANSASCITY.COM	10/31/2013	Active	Public
LSIKANSASCITY.INFO	10/31/2013	Active	Public
LSIKANSASCITY.NET	10/31/2013	Active	Public
LSIKANSASCITY.ORG	10/31/2013	Active	Public
LSILOCATIONS.COM	1/11/2013	Active	Public
LSIMANAGEMENTCOMPANY.COM	2/6/2014	Active	Public
LSIMANAGEMENTCOMPANY.INFO	2/7/2014	Active	Public
LSIMANAGEMENTCOMPANY.NET	2/6/2014	Active	Public
LSIMANAGEMENTCOMPANY.ORG	2/7/2014	Active	Public
LSIMD.MOBI	3/13/2008	Active	Public
LSIMELBOURNE.COM	7/16/2009	Active	Public
LSIMIAMI.COM	7/16/2009	Active	Public
LSINAPLES.COM	7/16/2009	Active	Public
LSINEWSROOM.COM	1/11/2013	Active	Public
LSINEWSROOM.NET	12/16/2013	Active	Public

LSIOCALA.COM	7/16/2009	Active	Public
LSIOKLAHOMACITY.COM	12/10/2013	Active	Public
LSIOKLAHOMACITY.INFO	12/10/2013	Active	Public
LSIOKLAHOMACITY.NET	12/10/2013	Active	Public
LSIOKLAHOMACITY.ORG	12/10/2013	Active	Public
LSIORLANDO.COM	7/16/2009	Active	Public
LSIPHILADELPHIA.COM	12/15/2008	Active	Public
LSIPHILLY.COM	12/15/2008	Active	Private
LSIPHYSICIANRELATIONS.COM	8/5/2011	Active	Public
LSIPRESCOTT.COM	7/16/2009	Active	Public
LSIPROVIDENCE.COM	10/31/2013	Active	Public
LSIPROVIDENCE.INFO	10/31/2013	Active	Public
LSIPROVIDENCE.NET	10/31/2013	Active	Public
LSIPROVIDENCE.ORG	10/31/2013	Active	Public
LSISARASOTA.COM	7/16/2009	Active	Public
LSISCOTTSDALE.COM	11/26/2008	Active	Private
LSISEATTLE.COM	10/31/2013	Active	Public
LSISEATTLE.INFO	10/31/2013	Active	Public
LSISEATTLE.NET	10/31/2013	Active	Public
LSISEATTLE.ORG	10/31/2013	Active	Public
LSISTADIUM.COM	12/19/2013	Active	Public
LSI-STADIUM.COM	12/19/2013	Active	Public
LSISTADIUM.INFO	12/19/2013	Active	Public
LSI-STADIUM.INFO	12/19/2013	Active	Public
LSISTADIUM.NET	12/19/2013	Active	Public
LSI-STADIUM.NET	12/19/2013	Active	Public
LSISTADIUM.ORG	12/19/2013	Active	Public
LSI-STADIUM.ORG	12/19/2013	Active	Public
LSI-STLOUIS.COM	4/3/2014	Active	Public

LSITAMPA.COM	12/15/2008	Active	Public
LSITUCSON.COM	7/16/2009	Active	Public
LSIVILLAGES.COM	7/16/2009	Active	Private
LSIWESTCOAST.COM	3/26/2009	Active	Private
LSIYUMA.COM	7/16/2009	Active	Public
MEDICALCAREMANAGEMENTSERVICES.COM	2/6/2014	Active	Public
MEDICALCAREMANAGEMENTSERVICES.INFO	2/7/2014	Active	Public
MEDICALCAREMANAGEMENTSERVICES.NET	2/6/2014	Active	Public
MEDICALCAREMANAGEMENTSERVICES.ORG	2/7/2014	Active	Public
MYLASERSPINE.COM	6/12/2013	Active	Public
MYPINALDOCTOR.COM	6/12/2013	Active	Public
MYPINALDOCTORS.COM	6/12/2013	Active	Public
MYPINECONSULT.COM	12/13/2011	Active	Public
NECKBONESPURS.INFO	4/22/2007	Active	Public
NECKSPURSSURGERY.COM	1/31/2008	Active	Private
NERVE-PINCHED.COM	6/20/2006	Active	Public
NERVE-SCIATICA.COM	4/22/2007	Active	Public
NERVE-SCIATICA.INFO	4/22/2007	Active	Public
NORTHAMERICANLASERSCOPICSPINEINSTITUTE.COM	7/11/2013	Active	Public
NORTHAMERICANLASERSCOPICSPINEINSTITUTE.INFO	7/11/2013	Active	Public
NORTHAMERICANLASERSCOPICSPINEINSTITUTE.NET	7/11/2013	Active	Public
NORTHAMERICANLASERSCOPICSPINEINSTITUTE.ORG	7/11/2013	Active	Public
NUTRISPINE.COM	3/8/2011	Active	Public
OPTIMUM360.COM	12/14/2011	Active	Public
ORTHOPEDICSPINALSURGERY.COM	7/8/2009	Active	Public
ORTHOPEDICSPINALSURGERY.INFO	7/8/2009	Active	Public
ORTHOPEDICSPINALSURGERY.NET	7/8/2009	Active	Public
PAINFULBACKCONDITIONS.COM	1/15/2008	Active	Private
PERCUTANEOUSARTHROSCOPICDISSECTOMY.COM	4/22/2007	Active	Public

PERCUTANEOUSARTHROSCOPICDISCECTOMY.INFO	4/22/2007	Active	Public
PINCHEDNERVESPINE.COM	1/14/2011	Active	Public
REGENADISC.COM	8/6/2010	Active	Public
REVITAWELL.COM	10/29/2012	Active	Public
RUPTUREDDISCIINFO.COM	1/31/2008	Active	Private
SCAR-TISSUE.INFO	4/22/2007	Active	Public
SCAR-TISSUE-FACTS.COM	10/19/2007	Active	Private
SCIATICA-INFO.COM	1/14/2011	Active	Public
SEMINARIODEESPALDA.COM	2/20/2009	Active	Public
SPINAL-ARTHRITIS.NET	1/14/2011	Active	Public
SPINALDECOMPRESSIONINFO.COM	1/31/2008	Active	Private
SPINALDOCTORSSANANTONIO.COM	7/25/2013	Active	Public
SPINALDOCTORSSANANTONIO.INFO	7/25/2013	Active	Public
SPINALDOCTORSSANANTONIO.NET	7/25/2013	Active	Public
SPINALDOCTORSSANANTONIO.ORG	7/25/2013	Active	Public
SPINAL-FUSION.INFO	4/22/2007	Active	Public
SPINALFUSIONALTERNATIVE.COM	1/31/2008	Active	Private
SPINAL-FUSION-ALTERNATIVE.COM	4/22/2007	Active	Public
SPINAL-FUSION-ALTERNATIVE.INFO	4/22/2007	Active	Public
SPINALINJURYTREATMENT.COM	7/8/2009	Active	Public
SPINALINJURYTREATMENT.INFO	7/8/2009	Active	Public
SPINALINJURYTREATMENT.NET	7/8/2009	Active	Public
SPINALSTENOSIS-INFO.COM	1/14/2011	Active	Public
SPINEARTHRTIS.INFO	4/22/2007	Active	Public
SPINE-EXERCISES.CO	12/16/2013	Active	Public
SPINE-EXERCISES.COM	1/11/2013	Active	Public
SPINE-EXERCISES.INFO	12/16/2013	Active	Public
SPINE-EXERCISES.NET	12/16/2013	Active	Public
SPINEINSTITUTE.INFO	7/8/2009	Active	Public



SPINEINSTITUTE.US	7/8/2009	Active	Public
SPINEINSTITUTEATLANTA.COM	9/19/2013	Active	Public
SPINEINSTITUTECLEVELAND.COM	9/19/2013	Active	Public
SPINEINSTITUTEDENVER.COM	9/19/2013	Active	Public
SPINEINSTITUTEDENVER.NET	9/19/2013	Active	Public
SPINEINSTITUTEDENVERCOM.COM	9/19/2013	Active	Public
SPINEINSTITUTEDENVERCOM.NET	9/19/2013	Active	Public
SPINEINSTITUTEHOUSTON.COM	9/19/2013	Active	Public
SPINEINSTITUTEHOUSTON.NET	9/19/2013	Active	Public
SPINEINSTITUTENASHVILLE.COM	9/19/2013	Active	Public
SPINEINSTITUTEPHILADELPHIA.COM	9/19/2013	Active	Public
SPINEINSTITUTESTLOUIS.COM	9/19/2013	Active	Public
SPINEINSTITUTESTLOUIS.NET	9/19/2013	Active	Public
SPINEINSTITUTETAMPA.COM	9/19/2013	Active	Public
SPINEINSTITUTETAMPA.NET	9/19/2013	Active	Public
SPINEMD.BIZ	2/8/2008	Active	Public
SPINEMD.TV	2/7/2008	Active	Public
SPINESEMINAR.COM	10/24/2008	Active	Private
SPINE-SURGEONS.INFO	8/22/2007	Active	Private
SPINESURGEONSSURGERY.COM	11/7/2013	Active	Public
SPINESURGEONSSURGERY.COM	11/7/2013	Active	Public
SPINESURGERY.BIZ	7/8/2009	Active	Public
SPINESURGERYLEADER.COM	7/5/2011	Active	Public
SPINESURGERYSANANTONIO.COM	7/25/2013	Active	Public
SPINESURGERYSANANTONIO.INFO	7/25/2013	Active	Public
SPINESURGERYSANANTONIO.NET	7/25/2013	Active	Public
SPINESURGERYSANANTONIO.ORG	7/25/2013	Active	Public
SPINESURGERYSURGEON.COM	11/7/2013	Active	Public
SPINESURGERYSURGEONS.COM	11/7/2013	Active	Public

SPONDYLOLISTHESISBACK.COM	1/14/2011	Active	Public
STENOSIS-FORAMINAL.COM	1/15/2008	Active	Private
STENOSIS-SPINAL.COM	6/20/2006	Active	Public
STENOSIS-SPINAL.INFO	4/22/2007	Active	Public
SUCCESSFULBACKSURGERY.COM	7/8/2009	Active	Public
SUCCESSFULBACKSURGERY.INFO	7/8/2009	Active	Public
SUCCESSFULSPINESURGERY.COM	7/8/2009	Active	Public
SUCCESSFULSPINESURGERY.INFO	7/8/2009	Active	Public
SUCCESSFULSPINESURGERY.NET	7/8/2009	Active	Public
SUELASERSPINE.COM	6/12/2013	Active	Public
SUELASERSPINE.INFO	6/12/2013	Active	Public
SUELASERSPINE.NET	6/12/2013	Active	Public
SUELASERSPINE.ORG	6/12/2013	Active	Public
SUELASERSPINEINSTITUTE.COM	6/12/2013	Active	Public
SUELASERSPINEINSTITUTE.INFO	6/12/2013	Active	Public
SUELASERSPINEINSTITUTE.NET	6/12/2013	Active	Public
SUELASERSPINEINSTITUTE.ORG	6/12/2013	Active	Public
SURGERY-LUMBAR.COM	2/26/2008	Active	Private
THESPINALCOLUMNS.COM	5/8/2008	Active	Private
THESPINEFOUNDATION.COM	6/16/2011	Active	Public
THESPINEFOUNDATION.INFO	12/26/2013	Active	Public
THESPINEFOUNDATION.NET	12/26/2013	Active	Public
THESPINEFOUNDATION.ORG	2/14/2011	Active	Public
THESTEMCELLCLINIC.COM	2/5/2013	Active	Public
TOTALBACKBODY.COM	11/10/2010	Active	Public
TOTALSPINECARE.BIZ	6/13/2009	Active	Public
TOTALSPINECARE.INFO	6/13/2009	Active	Public
TOTALSPINECARE.MOBI	6/13/2009	Active	Public
TOTALSPINECARE.ORG	6/13/2009	Active	Public

TOTALSPINECARE.WS	6/13/2009	Active	Public
TOTALSPINEHEALTH.BIZ	1/13/2009	Active	Public
TOTALSPINEHEALTH.COM	1/13/2009	Active	Public
TOTALSPINEHEALTH.INFO	1/13/2009	Active	Public
TOTALSPINEHEALTH.ME	1/13/2009	Active	Public
TOTALSPINEHEALTH.MOBI	1/13/2009	Active	Public
TOTALSPINEHEALTH.NET	1/13/2009	Active	Public
TOTALSPINEHEALTH.ORG	1/13/2009	Active	Public
TOTALSPINEHEALTH.TV	1/13/2009	Active	Public
TOTALSPINEHEALTH.US	1/13/2009	Active	Public
TOTALSPINEHEALTH.WS	1/13/2009	Active	Public
TREATBACKPAIN.NET	7/8/2009	Active	Public
VIBILITY.COM	8/27/2012	Active	Public

Schedule 6.28  
Licensing and Accreditation

None.

Schedule 6.30

Medicare Notices and Filings Related to Healthcare Business

See the Reimbursement Matter.

Schedule 7.10  
Post Closing

- (1) Borrowers shall use commercially reasonable efforts for a period of 60 days following the Closing Date to obtain (but no Event of Default shall occur as a result of Borrowers' failure to obtain) landlord waivers from the landlords of all leased locations to the extent not delivered to the Administrative Agent on or prior to the Closing Date.
- (2) Borrowers shall deliver to Administrative Agent within 60 days following the Closing Date (or such longer period as may be agreed to by Administrative Agent) tax good standing certificates (or the equivalent) from the department of revenue (or other applicable governmental office) of the State of Pennsylvania for each Loan Party operating in such jurisdiction.
- (3) Borrowers will deliver to Administrative Agent within 60 days following the Closing Date insurance endorsements in favor of Administrative Agent in form and substance reasonably satisfactory to Administrative Agent.

Schedule 8.1  
Existing Debt

Amounts due and owing under the \$25,000,000 Amended and Restated Credit Agreement dated as of October 29, 2013 among LSI Holdco LLC and Texas Capital Bank, which shall be paid in full on the Closing Date.

Schedule 8.2  
Existing Liens

Entity	Jurisdiction	Secured Party	Filing No.	Filing Date
Laser Spine Institute, LLC	Florida Department of State	Compellent Credit	201003793027	12/27/2010
Laser Spine Institute, LLC	Florida Department of State	Optumhealth Bank, Inc.	201104170785	03/07/2011
Laser Spine Institute, LLC	Florida Department of State	Texas Capital Bank, N.A., as Administrative Agent	201105756597*	12/02/2011
Laser Spine Institute, LLC	Florida Department of State	GreatAmerica Leasing Corporation	201206195639	02/17/2012
Laser Spine Institute, LLC	Florida Department of State	U.S. Bank Equipment Finance	201207715830	10/16/2012
Laser Spine Institute, LLC	Florida Department of State	Dex Imaging Inc.	201208097960	12/26/2012
Laser Spine Institute, LLC	Florida Department of State	CIT Finance LLC	201401162574	04/04/2014
Laser Spine Institute, LLC	Florida Department of State	Dex Imaging Inc.	201401170240	04/07/2014
Laser Spine Institute, LLC	Florida Department of State	Steris Corporation	201402244485	09/22/2014
Laser Spine Institute, LLC	Florida Department of State	Dex Imaging Inc.	201402748157	12/12/2014
LSI Management Company, LLC	Florida Department of State	Texas Capital Bank, N.A. as Administrative Agent	201105756538*	12/02/2011
LSI Management Company, LLC	Florida Department of State	Dex Imaging Inc.	201402538799	11/06/2014
LSI Management Company, LLC	Florida Department of State	General Electric Capital Corporation	201402758624	12/15/2014
LSI Management Company, LLC	Florida Department of State	General Electric Capital Corporation	201503042152	02/04/2015
Laser Spine Surgical Center,	Florida Department of	Texas Capital Bank, N.A. as	201105756554*	12/02/2011



LLC	State	Administrative Agent		
Laser Spine Surgery Center of Pennsylvania, LLC	Pennsylvania Secretary of the Commonwealth	Bay Cities Bank, a Florida Banking Corporation	2010022401388	02/22/2010 (Lapsed)
Laser Spine Surgery Center of Pennsylvania, LLC	Pennsylvania Secretary of the Commonwealth	Texas Capital Bank, N.A. as Administrative Agent	2011120201640*	12/01/2011
Laser Spine Surgery Center of Arizona, LLC	Arizona Secretary of State	Texas Capital Bank, N.A. as Administrative Agent	2011-167-3073-8*	12/01/2011
Laser Spine Surgery Center of Oklahoma, LLC	Oklahoma County Clerk	Texas Capital Bank, N.A. as Administrative Agent	20111201021168580*	12/01/2011
Laser Spine Institute Consulting LLC	Delaware Department of State	Texas Capital Bank, N.A. as Administrative Agent	20134255890*	10/30/2013
LSI HoldCo LLC	Delaware Department of State	Texas Capital Bank, N.A. as Administrative Agent	20130257957*	01/18/2013
Medical Care Management Services, LLC	Delaware Department of State	Texas Capital Bank, N.A. as Administrative Agent	20134256112*	10/30/2013
Laser Spine Surgical Center, LLC	Hillsborough County, Florida	Joe Samuel Bailey	21474/1974	11/06/2012
Laser Spine Institute, LLC	Hillsborough County, Florida	Joe Samuel Bailey	21474/1974	11/06/2012
Laser Spine Institute, LLC	Hillsborough County, Florida	KBACE Technologies, Inc.	19783/1188	3/25/2010

\*Administrative Agent agrees to file UCC termination statements for these UCCs promptly after Administrative Agent receives evidence that the UCC-1 financing statements for the Obligated Parties filed on or about the Closing Date have the priority contemplated by the Loan Documents.

Schedule 8.5  
Existing Investments

**Laser Spine Institute Consulting, LLC**  
**Contributions, Loans, Etc. to Marodyne Medical, LLC**  
**As of June 30, 2015**

Contributions	\$ 607,500.00
Note Payable	700,000.00
Other Loans	322,672.93
Rights Agreement	37,500.00
Interest Not Received	23,358.90
Total	<u><u>\$ 1,691,031.83</u></u>

Loans by Laser Spine Institute Consulting LLC to Global Aircraft Acquisitions, LLC in the aggregate principle amount of \$153,000.00.

Schedule 8.7  
Transactions with Affiliates

\$15,000 monthly consulting fee with EFO Management LLC.

SCHEDULE 12.11

Notices

**If to any Obligated Party:**

3031 N. Rocky Point Drive W.  
Suite 300  
Tampa, Florida 33607  
Sharon Hill, PA 19079  
Attn: Mark Andrzejewski  
Phone: 813-289-9613 x362

**with a copy to:**

K&L Gates LLP  
Hearst Tower  
214 North Tryon Street, 47<sup>th</sup> Floor  
Charlotte, NC 28202  
Attn: T. Richard Giovannelli  
Email: rick.giovannelli@klgates.com  
Phone: 704-331-7484

**If to Administrative Agent:**

Texas Capital Bank, National Association  
2000 McKinney Avenue  
Suite 700  
Dallas, Texas 75201  
Attn: Ronald K. Baker  
Email: ron.baker@texascapitalbank.com  
Phone: 214-932-6665

**with a copy to:**

Holland & Knight LLP  
200 Crescent Court, Suite 1600  
Dallas, Texas 75201  
Attn: Scott C. Wallace  
Email: scott.wallace@hklaw.com  
Phone: 214-964-9478

## EXHIBIT A

### Assignment and Assumption

This Assignment and Assumption (the “*Assignment and Assumption*”) is dated as of the Effective Date set forth below and is entered into by and between **[the][each]**<sup>1</sup> Assignor identified in item 1 below (**[the][each, an]** “*Assignor*”) and **[the][each]**<sup>2</sup> Assignee identified in item 2 below (**[the][each, an]** “*Assignee*”). **[It is understood and agreed that the rights and obligations of [the Assignors][the Assignees]<sup>3</sup> hereunder are several and not joint.]**<sup>4</sup> Capitalized terms used but not defined herein shall have the meanings given to them in the Credit Agreement identified below (as amended, the “*Credit Agreement*”), receipt of a copy of which is hereby acknowledged by **[the][each]** Assignee. The Standard Terms and Conditions set forth in Annex 1 attached hereto are hereby agreed to and incorporated herein by reference and made a part of this Assignment and Assumption as if set forth herein in full.

For an agreed consideration, **[the][each]** Assignor hereby irrevocably sells and assigns to **[the Assignee][the respective Assignees]**, and **[the][each]** Assignee hereby irrevocably purchases and assumes from **[the Assignor][the respective Assignors]**, subject to and in accordance with the Standard Terms and Conditions and the Credit Agreement, as of the Effective Date inserted by Administrative Agent as contemplated below (i) all of **[the Assignor’s][the respective Assignors’]** rights and obligations in **[its capacity as a Lender][their respective capacities as Lenders]** under the Credit Agreement and any other documents or instruments delivered pursuant thereto to the extent related to the amount and percentage interest identified below of all of such outstanding rights and obligations of **[the Assignor][the respective Assignors]** under the respective facilities identified below (including without limitation any letters of credit, guarantees, and swingline loans included in such facilities), and (ii) to the extent permitted to be assigned under applicable law, all claims, suits, causes of action and any other right of **[the Assignor (in its capacity as a Lender)][the respective Assignors (in their respective capacities as Lenders)]** against any Person, whether known or unknown, arising under or in connection with the Credit Agreement, any other documents or instruments delivered pursuant thereto or the loan transactions governed thereby or in any way based on or related to any of the foregoing, including, but not limited to, contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity related to the rights and obligations sold and assigned pursuant to *clause (i)* above (the rights and obligations sold and assigned by **[the][any]** Assignor to **[the][any]** Assignee pursuant to *clauses (i)* and *(ii)* above being referred to herein collectively as **[the][an]** “*Assigned Interest*”). Each such sale and assignment is without recourse to **[the][any]** Assignor and, except as expressly provided in this Assignment and Assumption, without representation or warranty by **[the][any]** Assignor.

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<sup>1</sup> For bracketed language here and elsewhere in this form relating to the Assignor(s), if the assignment is from a single Assignor, choose the first bracketed language. If the assignment is from multiple Assignors, choose the second bracketed language.

<sup>2</sup> For bracketed language here and elsewhere in this form relating to the Assignee(s), if the assignment is to a single Assignee, choose the first bracketed language. If the assignment is to multiple Assignees, choose the second bracketed language.

<sup>3</sup> Select as appropriate.

<sup>4</sup> Include bracketed language if there are either multiple Assignors or multiple Assignees.

1. Assignor[s]: \_\_\_\_\_  
 \_\_\_\_\_

**[Assignor [is] [is not] a Defaulting Lender]**

2. Assignee[s]: \_\_\_\_\_  
 \_\_\_\_\_

**[for each Assignee, indicate [Affiliate][Approved Fund] of [identify Lender]]**

3. Borrowers: Laser Spine Institute, LLC, LSI Management Company, LLC, Laser Spine Institute Consulting LLC, and Medical Care Management Services, LLC.

4. Administrative Agent: Texas Capital Bank, National Association, as the administrative agent under the Credit Agreement

5. Credit Agreement: The Credit Agreement dated as of July 2, 2015 among Borrower, the Lenders parties thereto, Texas Capital Bank, N.A., as Administrative Agent, and the other agents parties thereto.

6. Assigned Interest[s]:

Assignor[s] <sup>5</sup>	Assignee[s] <sup>6</sup>	Facility Assigned <sup>7</sup>	Aggregate Amount of Commitment/Loans for all Lenders	Amount of Commitment/Loans Assigned <sup>8</sup>	Percentage Assigned of Commitment/Loans <sup>9</sup>	CUSIP Number
			\$	\$	%	
			\$	\$	%	
			\$	\$	%	

**[7. Trade Date: \_\_\_\_\_] <sup>10</sup>**

<sup>5</sup> List each Assignor, as appropriate.

<sup>6</sup> List each Assignor, as appropriate.

<sup>7</sup> Fill in the appropriate terminology for the types of facilities under the Credit Agreement that are being assigned under this Assignment (e.g., “Revolving Credit Commitment,” “Term Loan Commitment,” etc.)

<sup>8</sup> Amount to be adjusted by the counterparties to take into account any payments or prepayments made between the Trade Date and the Effective Date.

<sup>9</sup> To be completed if the Assignor(s) and the Assignee(s) intend that the minimum assignment amount is to be determined as of the Trade Date.

<sup>10</sup> To be completed if the Assignor(s) and the Assignee(s) intend that the minimum assignment amount is to be determined as of the Trade Date.

Effective Date: \_\_\_\_\_, 20\_\_ **[TO BE INSERTED BY ADMINISTRATIVE AGENT AND WHICH SHALL BE THE EFFECTIVE DATE OF RECORDATION OF TRANSFER IN THE REGISTER THEREFOR.]**

The terms set forth in this Assignment and Assumption are hereby agreed to:

ASSIGNOR[S]<sup>11</sup>

**[NAME OF ASSIGNOR]**

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

Name:

Title:

**[NAME OF ASSIGNOR]**

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

Name:

Title:

ASSIGNEE[S]<sup>12</sup>

**[NAME OF ASSIGNEE]**

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

Name:

Title:

**[NAME OF ASSIGNEE]**

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

Name:

Title:

---

<sup>11</sup> Add additional signature blocks as needed. Include both Fund/Pension Plan and manager making the trade (if applicable).

<sup>12</sup> Add additional signature blocks as needed. Include both Fund/Pension Plan and manager making the trade (if applicable).



**[Consented to and]**<sup>13</sup> Accepted:

TEXAS CAPITAL BANK, NATIONAL ASSOCIATION,  
as Administrative Agent

By: \_\_\_\_\_  
Name:  
Title:

**[Consented to]**:<sup>14</sup>

**[NAME OF RELEVANT PARTY]**

By: \_\_\_\_\_  
Name:  
Title:

---

<sup>13</sup> To be added only if the consent of Administrative Agent is required by the terms of the Credit Agreement.

<sup>14</sup> To be added only if the consent of Borrower and/or other parties (e.g. Swing Line Lender, L/C Issuer) is required by the terms of the Credit Agreement.

## ANNEX 1

### Standard Terms and Conditions for Assignment and Assumption

#### 1. **Representations and Warranties.**

1.1 Assignor[s]. **[The][Each]** Assignor (a) represents and warrants that (i) it is the legal and beneficial owner of **[the][the relevant]** Assigned Interest, (ii) **[the][such]** Assigned Interest is free and clear of any lien, encumbrance or other adverse claim, (iii) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby and (iv) it is **[not]** a Defaulting Lender; and (b) assumes no responsibility with respect to (i) any statements, warranties or representations made in or in connection with the Credit Agreement or any other Loan Document, (ii) the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Loan Documents or any collateral thereunder, (iii) the financial condition of Borrower, any of its Subsidiaries or Affiliates or any other Person obligated in respect of any Loan Document, or (iv) the performance or observance by Borrower, any of its Subsidiaries or Affiliates or any other Person of any of their respective obligations under any Loan Document.

1.2. Assignee[s]. **[The][Each]** Assignee (a) represents and warrants that (i) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby and to become a Lender under the Credit Agreement, (ii) it meets all the requirements to be an assignee under *Section 12.8(b)(iii)*, (v) and (vi) of the Credit Agreement (subject to such consents, if any, as may be required under *Section 12.8(b)(iii)* of the Credit Agreement), (iii) from and after the Effective Date, it shall be bound by the provisions of the Credit Agreement as a Lender thereunder and, to the extent of **[the][the relevant]** Assigned Interest, shall have the obligations of a Lender thereunder, (iv) it is sophisticated with respect to decisions to acquire assets of the type represented by the Assigned Interest and either it, or the Person exercising discretion in making its decision to acquire the Assigned Interest, is experienced in acquiring assets of such type, (v) it has received a copy of the Credit Agreement, and has received or has been accorded the opportunity to receive copies of the most recent financial statements delivered pursuant to *Section 6.2* thereof, as applicable, and such other documents and information as it deems appropriate to make its own credit analysis and decision to enter into this Assignment and Assumption and to purchase **[the][such]** Assigned Interest, (vi) it has, independently and without reliance upon Administrative Agent or any other Lender and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Assignment and Assumption and to purchase **[the][such]** Assigned Interest, and (vii) if it is a Foreign Lender, attached to the Assignment and Assumption is any documentation required to be delivered by it pursuant to the terms of the Credit Agreement, duly completed and executed by **[the][such]** Assignee; and (b) agrees that (i) it will, independently and without reliance on Administrative Agent, **[the][any]** Assignor or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Loan Documents, and (ii) it will perform in accordance with their terms all of the obligations which by the terms of the Loan Documents are required to be performed by it as a Lender.

2. Payments. From and after the Effective Date, Administrative Agent shall make all payments in respect of **[the][each]** Assigned Interest (including payments of principal, interest, fees and other amounts) to **[the][the relevant]** Assignor for amounts which have accrued to but excluding the Effective Date and to **[the][the relevant]** Assignee for amounts which have accrued from and after the Effective Date. Notwithstanding the foregoing, Administrative Agent shall make all payments of interest, fees or other amounts paid or payable in kind from and after the Effective Date to **[the][the relevant]** Assignee.

3. General Provisions. This Assignment and Assumption shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. This Assignment and Assumption may be executed in any number of counterparts, which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Assignment and Assumption by telecopy shall be effective as delivery of a manually executed counterpart of this Assignment and Assumption. This Assignment and Assumption shall be governed by, and construed in accordance with, the law of the State of Texas.

EXHIBIT B

[Reserved]

EXHIBIT C

Compliance Certificate

FOR QUARTER/YEAR ENDED \_\_\_\_\_ (THE “*SUBJECT PERIOD*”)  
ADMINISTRATIVE AGENT: Texas Capital Bank, National Association  
BORROWER: Laser Spine Institute, LLC, LSI Management Company,  
LLC, Laser Spine Institute Consulting LLC, and Medical Care Management Services, LLC  
BORROWER REPRESENTATIVE: Laser Spine Institute, LLC

This Compliance Certificate (this “*Certificate*”) is delivered under the Credit Agreement (as amended, restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”) dated as of July 2, 2015, by and among Borrower, the Lenders from time to time party thereto and Administrative Agent. Capitalized terms used in this Certificate shall, unless otherwise indicated, have the meanings set forth in the Credit Agreement. The undersigned hereby certifies to Administrative Agent and Lenders as of the date hereof that: (a) he/she is the \_\_\_\_\_ of Borrower Representative, and that, as such, he/she is authorized to execute and deliver this Certificate to Administrative Agent on behalf of each Obligated Party; (b) he/she has reviewed and is familiar with the terms of the Credit Agreement and has made, or has caused to be made under his/her supervision, a detailed review of the transactions and condition (financial or otherwise) of each Obligated Party during the Subject Period; (c) no Event of Default currently exists or has occurred which has not been cured or waived by Required Lenders or all Lenders, as required by the Loan Documents; [or LIST DEFAULTS] (d) the representations and warranties of each Borrower contained in *Article 6* of the Credit Agreement, and any representations and warranties of any Obligated Party that are contained in any document furnished at any time under or in connection with the Loan Documents, are true and correct in all material respects (except to the extent that such representations or warranties are qualified by materiality or Material Adverse Event, in which instance such representations or warranties are true and correct in all respects after giving effect to such qualification) on and as of the date hereof with the same force and effect as if such representations and warranties had been made on and as of such date, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they were true and correct in all material respects (except to the extent that such representations or warranties are qualified by materiality or Material Adverse Event, in which instance such representations or warranties are true and correct in all respects after giving effect to such qualification) as of such earlier date, and except that for purposes of this Certificate, the representations and warranties contained in *Section 6.2* of the Credit Agreement shall be deemed to refer to the most recent statements furnished pursuant to *Section 7.1* of the Credit Agreement, including the statements in connection with which this Certificate is delivered; (e) the financial statements of each Obligated Party attached to this Certificate, if any, were prepared in accordance with GAAP, (subject to year-end audit adjustments and the absence of footnotes), and fairly present in all material respects the financial condition and results of operations of the Parent and its Subsidiaries, on a consolidated basis, as of the end of and for the Subject Period; (f) the financial covenant analyses and information set forth below are true and accurate on and as of the date of this Certificate; and (g) the status of compliance by each Borrower with certain covenants of the Credit Agreement at the end of the Subject Period is as set forth below:

		In Compliance as of End of Subject Period <u>(Please Indicate)</u>	
1.	<u>Financial Statements, Reports and Other Information</u> <u>(Article 7—Affirmative Covenants)</u>		
	(a) Provide annual audited FYE financial statements within 130 days after the last day of each fiscal year and a Compliance Certificate.	Yes	No
	(b) Provide quarterly financial statements, Compliance Certificate, and summary accounts receivable report within 45 days after the last day of each fiscal quarter.	Yes	No
	(c) Provide other reporting required by <i>Section 7.1</i> of the Credit Agreement timely.	Yes	No
	(d) Taxes have been paid and insurance is effective as required by Sections 7.4 and 7.5 of the Credit Agreement	Yes	No
2.	<u>Subsidiaries</u> None, except as listed on <i>Schedule 6.13</i> .	Yes	No
3.	<u>Debt</u> None, except Debt permitted by <i>Section 8.1</i> of the Credit Agreement. (Details below.)	Yes	No
	(d) Amount of Guarantees, if any, \$_____		
	(e) Purchase Money Debt and Capitalized Lease Obligations \$_____		
4.	<u>Liens</u> None, except Liens permitted by <i>Section 8.2</i> of the Credit Agreement.	Yes	No
5.	<u>Acquisitions and Mergers</u> None, except those permitted by <i>Section 8.3</i> of the Credit Agreement. (Details to be disclosed, if applicable.)	Yes	No
6.	<u>Restricted Payments</u> None, except as permitted by <i>Section 8.4</i> of the Credit	Yes	No

Agreement.  
 (if applicable, Dollar amount of Permitted Other Distributions during Subject Period: \$\_\_\_\_\_)

- |     |  |     |    |
|-----|--|-----|----|
| 7.  | <u>Loans and Investments</u><br>None, except those permitted by <i>Section 8.5</i> of the Credit Agreement. (Details below.)               | Yes | No |
|     | (e) Investments in Core Business of \$_____  |     |    |
| 8.  | <u>Issuance of Equity</u><br>None, except issuances permitted by <i>Section 8.6</i> of the Credit Agreement.                               | Yes | No |
| 9.  | <u>Affiliate Transactions</u><br>None, except transactions permitted by <i>Section 8.7</i> of the Credit Agreement.                        | Yes | No |
| 10. | <u>Dispositions of Assets</u><br>None, except dispositions permitted by <i>Section 8.8</i> of the Credit Agreement. (Details below.)       | Yes | No |
|     | (c) Amount of Dispositions \$_____   |     |    |
| 11. | <u>Sale and Leaseback Transactions</u><br>None, except transactions permitted by <i>Section 8.9</i> of the Credit Agreement.               | Yes | No |
| 12. | <u>Prepayment of Debt</u><br>None, except prepayments permitted by <i>Section 8.10</i> of the Credit Agreement.                            | Yes | No |
| 13. | <u>Changes in Nature of Business</u><br>None, except changes permitted by <i>Section 8.11</i> of the Credit Agreement.                     | Yes | No |
| 14. | <u>Environmental Protection</u><br>No activity likely to cause violations of Environmental Laws or create any Environmental Liabilities.   | Yes | No |
| 15. | <u>Changes in Fiscal Year; Accounting Practices</u><br>None, except transactions permitted by <i>Section 8.13</i> of the Credit Agreement. | Yes | No |

16. No Negative Pledge  
None, except those permitted by *Section 8.14* of the Credit Agreement. Yes No

17. Leverage Ratio (detail shown on attached) (Section 9.1)  
Maximum of \_\_\_\_\_ to 1.00 at end of Subject Period

Period	Maximum Ratio
Closing Date to December 31, 2015	3.00 to 1.0
January 1, 2016 to December 31, 2016	2.50 to 1.0
January 1, 2017 to December 31, 2017	2.00 to 1.0
From and after January 1, 2018	1.50 to 1.0

(Defined as (i) Debt *minus* Cash Reserve Account balance of up to \$10,000,000 divided by (ii) EBITDA; calculated on a rolling 4 quarter basis).

$$\frac{\text{Debt}}{\text{EBITDA}} = \text{_____} \quad \text{Yes} \quad \text{No}$$

18. Debt Service Coverage Ratio (detail shown on attached) (Section 9.2)  
Minimum of \_\_\_\_\_ to 1.00 at end of Subject Period

Period	Minimum Ratio
Closing Date to December 31, 2016	1.25 to 1.0
From and after January 1, 2017	1.35 to 1.0

(Defined as (i) EBITDA *minus* cash taxes paid *minus* Permitted Tax Distributions paid *minus* Permitted Other Distributions paid *minus* Unfinanced Capital Expenditures divided by (ii) Debt Service; calculated on a rolling 4 quarter basis).

$$\left( \frac{\text{EBITDA} - \text{cash taxes paid} - \text{Permitted Tax Distributions paid} - \text{Permitted Other Distribution paid} - \text{Unfinanced Capital Expenditures}}{\text{Debt Service}} \right) = \text{_____}$$

$$\left( \frac{\text{scheduled principal payments on all Debt} + \text{Cash Interest Expense} + \text{Average Outstanding Amounts of Revolving}}{\text{Debt Service}} \right) = \text{_____}$$



19. Capital Expenditures (Detail shown on attached) (Section 9.3) Yes                  No  
 Maximum of \$50,000,000 from the Closing Date through  
 December 31, 2016 and \$25,000,000 during any fiscal year  
 thereafter, Capital Expenditures made during current fiscal year  
 = \_\_\_\_\_

20. Borrowing Base

(a) EBITDA \$ \_\_\_\_\_

(b) Current Maximum Leverage Ratio \_\_\_\_\_ to 1.0

Period	Maximum Ratio
Closing Date to December 31, 2015	3.00 to 1.0
January 1, 2016 to December 31, 2016	2.50 to 1.0
January 1, 2017 to December 31, 2017	2.00 to 1.0
From and after January 1, 2018	1.50 to 1.0

(c) Gross Amount (line (a) multiplied by line (b)) \$ \_\_\_\_\_

(d) Aggregate amount of all Revolving Credit Borrowings \$ \_\_\_\_\_

(e) Aggregate L/C Obligations and Swing Line Loans \$ \_\_\_\_\_

(f) Aggregate amount of Term Loan Borrowings \$ \_\_\_\_\_

(g) **TOTAL NET BORROWING AVAILABILITY** (line (c) minus  
 lines (d), (e), and (f)) \$ \_\_\_\_\_  
*(If result is a negative figure, this amount is due immediately as  
 a principal payment.)*

21. Mandatory Prepayments \$ \_\_\_\_\_  
 (if any, per attached detailed calculations)  
 Amount of Mandatory Prepayments made during the Subject  
 Period

(a) Amount of net cash proceeds of dispositions required to prepay  
 Term Loans pursuant to Section 2.9(d)(i): \$ \_\_\_\_\_

(b) Amount of Excess Cash Flow required to prepay Term Loans  
 pursuant to Section 2.9(d)(ii): \$ \_\_\_\_\_

- (c) Amount of net cash proceeds from issuance of equity required to prepay Term Loans pursuant to Section 2.9(d)(iii): \$\_\_\_\_\_
- (d) Amount of net cash proceeds from issuance of Debt required to prepay Term Loans pursuant to Section 2.9(d)(iv): \$\_\_\_\_\_
- (e) Amount of net cash proceeds from Extraordinary Receipts required to prepay Term Loans pursuant to Section 2.9(d)(v): \$\_\_\_\_\_

22. Report on Reimbursement Rates and Insurance Payments  
Attached is a report on material changes in reimbursement rates and insurance claim payments since the most recently delivered Compliance Certificate.

23. Report on Litigation  
Attached is a detailed report on all litigation and threatened litigation.

*IN WITNESS WHEREOF*, the undersigned has executed this Certificate as of

\_\_\_\_\_.

BORROWERS REPRESENTATIVE:

LASER SPINE INSTITUTE, LLC

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

\_\_\_\_\_  
Name:

Title:

EXHIBIT D

Revolving Credit Borrowing Request

Date: \_\_\_\_\_, \_\_\_\_\_

To: Texas Capital Bank, National Association, as Administrative Agent

Ladies and Gentlemen:

Reference is made to that certain Credit Agreement, dated as of July 2, 2015 (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the “**Credit Agreement**,” the terms defined therein being used herein as therein defined), among Laser Spine Institute, LLC, LSI Management Company, LLC, Laser Spine Institute Consulting LLC, and Medical Care Management Services, LLC (each individually, a “**Borrower**” and collectively, the “**Borrowers**”), the Lenders from time to time party thereto, and Texas Capital Bank, National Association, as Administrative Agent, L/C Issuer and Swing Line Lender.

The undersigned hereby requests (select one):

- A Borrowing of Revolving Credit Loans
- A conversion or continuation of Revolving Credit Loans
  1. On \_\_\_\_\_ (a Business Day).
  2. In the amount of \$ \_\_\_\_\_
  3. Comprised of \_\_\_\_\_  
(Type of Portion requested)
  4. For LIBOR Portion: with an Interest Period of \_\_\_\_ months.

Borrower Representative, on behalf of each of the Borrowers, hereby represents and warrants that the conditions specified in *Section 5.2* of the Credit Agreement shall be satisfied on and as of the date of the requested Revolving Credit Borrowing.

**BORROWER REPRESENTATIVE:**

**LASER SPINE INSTITUTE, LLC**

By: \_\_\_\_\_  
Name:  
Title:

EXHIBIT E

Revolving Credit Note

\$ \_\_\_\_\_, 20\_\_

FOR VALUE RECEIVED, Laser Spine Institute, LLC, LSI Management Company, LLC, Laser Spine Institute Consulting LLC, and Medical Care Management Services, LLC each individually, a "**Borrower**" and collectively, the "**Borrowers**"), hereby jointly and severally promise to pay to the order of \_\_\_\_\_ ("**Lender**"), in accordance with the provisions of the Credit Agreement (as hereinafter defined), the principal sum of \_\_\_\_\_ AND XX/100 DOLLARS (\$\_\_\_\_\_) or so much thereof as may be advanced by Lender (in its capacity as Lender or Swing Line Lender, as applicable) from time to time to or for the benefit or account of the Borrowers under that certain Credit Agreement, dated as of July 2, 2015 (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the "**Credit Agreement**;" the terms defined therein being used herein as therein defined), among the Borrowers, the lenders from time to time party thereto, and Texas Capital Bank, National Association, as Administrative Agent ("**Administrative Agent**"), Swing Line Lender and L/C Issuer.

Each Borrower promises to pay interest on the unpaid principal amount of this Note from the date hereof until the Revolving Credit Loans or Swing Line Loans made by Lender are paid in full, at such interest rates and at such times as provided in the Credit Agreement. All payments of principal and interest shall be made to Administrative Agent for the account of Lender in Dollars in immediately available funds at Administrative Agent's Principal Office. If any amount is not paid in full when due hereunder, then such unpaid amount shall bear interest, to be paid upon demand in accordance with the terms of the Credit Agreement, from the due date thereof until the date of actual payment (and before as well as after judgment) computed at the per annum rate set forth in the Credit Agreement.

This Note is one of the Revolving Credit Notes referred to in the Credit Agreement, is entitled to the benefits thereof and may be prepaid in whole or in part subject to the terms and conditions provided therein. This Note is also entitled to the benefits of the Guaranties. Upon the occurrence and continuation of one or more of the Events of Default specified in the Credit Agreement, all amounts then remaining unpaid on this Note shall become, or may be declared to be, immediately due and payable as provided in the Credit Agreement. The Revolving Credit Loans or Swing Line Loans made by Lender shall be evidenced by an account maintained by Lender in the ordinary course of business. Lender may also attach schedules to this Note and endorse thereon the date, amount and maturity of its Revolving Credit Loans or Swing Line Loans and payments with respect thereto.

Each Borrower, for itself and its successors and assigns, hereby waives diligence, presentment, protest and demand and notice of protest, demand, dishonor and non-payment of this Note.

THIS NOTE, AND ANY CLAIM, CONTROVERSY, OR DISPUTE ARISING OUT OF OR IN CONNECTION WITH THIS NOTE, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK  
SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, each Borrower, intending to be legally bound hereby, has duly executed this Note as of the day and year first written above.

**BORROWER:**

**LASER SPINE INSTITUTE, LLC**

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

Name:

Title:

**LSI MANAGEMENT COMPANY, LLC**

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

Name:

Title:

**LASER SPINE INSTITUTE CONSULTING  
LLC**

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

Name:

Title:

**MEDICAL CARE MANAGEMENT  
SERVICES, LLC**

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

Name:

Title:

EXHIBIT F

Form of Swing Line Loan Request

Date: \_\_\_\_\_, \_\_\_\_\_

To: Texas Capital Bank, National Association, as Swing Line Lender  
Texas Capital Bank, National Association, as Administrative Agent

Ladies and Gentlemen:

Reference is made to that certain Credit Agreement, dated as of July 2, 2015 (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the “**Credit Agreement**,” the terms defined therein being used herein as therein defined), among Laser Spine Institute, LLC, LSI Management Company, LLC, Laser Spine Institute Consulting LLC, and Medical Care Management Services, LLC (each individually, a “**Borrower**” and collectively, the “**Borrowers**”), the Lenders from time to time party thereto, and Texas Capital Bank, National Association, as Administrative Agent, L/C Issuer and Swing Line Lender.

The undersigned hereby requests a Swing Line Loan:

1. On \_\_\_\_\_ (a Business Day).
2. In the amount of \$\_\_\_\_\_.

Borrower Representative, on behalf of each of the Borrowers, hereby represents and warrants that the conditions specified in *Section 5.2* of the Credit Agreement shall be satisfied on and as of the date of the requested Swing Line Loan.

**BORROWER REPRESENTATIVE:**

**LASER SPINE INSTITUTE, LLC**

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

Name:

Title:



EXHIBIT G

Term Loan Borrowing Request

Date: \_\_\_\_\_, \_\_\_\_\_

To: Texas Capital Bank, National Association, as Administrative Agent

Ladies and Gentlemen:

Reference is made to that certain Credit Agreement, dated as of July 2, 2015 (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the “**Credit Agreement**,” the terms defined therein being used herein as therein defined), among Laser Spine Institute, LLC, Laser Spine Institute Consulting LLC, and Medical Care Management Services, LLC (each individually, a “**Borrower**” and collectively, the “**Borrowers**”), the Lenders from time to time party thereto, and Texas Capital Bank, National Association, as Administrative Agent, L/C Issuer and Swing Line Lender.

The undersigned hereby requests (select one):

- A Borrowing of Term Loans
- A conversion or continuation of Term Loans
  1. On \_\_\_\_\_ (a Business Day).
  2. In the amount of \$ \_\_\_\_\_
  3. Comprised of \_\_\_\_\_  
(Type of Portion requested)
  4. For LIBOR Portion: with an Interest Period of \_\_\_\_ months.

Borrower Representative, on behalf of each of the Borrowers, hereby represents and warrants that the conditions specified in *Section 5.2* of the Credit Agreement shall be satisfied on and as of the date of the requested Term Loan Borrowing.

**BORROWER REPRESENTATIVE:**

**LASER SPINE INSTITUTE, LLC**

By: \_\_\_\_\_  
Name:  
Title:

EXHIBIT H

Term Loan Note

\$ \_\_\_\_\_, 20\_\_\_\_

FOR VALUE RECEIVED, Laser Spine Institute, LLC, LSI Management Company, LLC, Laser Spine Institute Consulting LLC, and Medical Care Management Services, LLC each individually, a “**Borrower**” and collectively, the “**Borrowers**”), hereby jointly and severally promise to pay to the order of \_\_\_\_\_ (“**Lender**”), in accordance with the provisions of the Credit Agreement (as hereinafter defined), the principal sum of \_\_\_\_\_ AND XX/100 DOLLARS (\$\_\_\_\_\_) advanced by Lender to or for the benefit or account of the Borrowers pursuant to the terms of that certain Credit Agreement, dated as of July 2, 2015 (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the “**Credit Agreement**,” the terms defined therein being used herein as therein defined), among the Borrowers, the lenders from time to time party thereto, and Texas Capital Bank, National Association, as Administrative Agent (“**Administrative Agent**”), Swing Line Lender and L/C Issuer.

Each Borrower promises to pay interest on the unpaid principal amount of this Note from the date hereof until the Term Loans made by Lender are paid in full, at such interest rates and at such times as provided in the Credit Agreement. All payments of principal and interest shall be made to Administrative Agent for the account of Lender in Dollars in immediately available funds at Administrative Agent’s Principal Office. If any amount is not paid in full when due hereunder, then such unpaid amount shall bear interest, to be paid upon demand in accordance with the terms of the Credit Agreement, from the due date thereof until the date of actual payment (and before as well as after judgment) computed at the per annum rate set forth in the Credit Agreement.

This Note is one of the Term Loan Notes referred to in the Credit Agreement, is entitled to the benefits thereof and may be prepaid in whole or in part subject to the terms and conditions provided therein. This Note is also entitled to the benefits of the Guaranties. Upon the occurrence and continuation of one or more of the Events of Default specified in the Credit Agreement, all amounts then remaining unpaid on this Note shall become, or may be declared to be, immediately due and payable as provided in the Credit Agreement. The Term Loans made by Lender shall be evidenced by an account maintained by Lender in the ordinary course of business. Lender may also attach schedules to this Note and endorse thereon the date, amount and maturity of its Term Loans and payments with respect thereto.

Each Borrower, for itself and its successors and assigns, hereby waives diligence, presentment, protest and demand and notice of protest, demand, dishonor and non-payment of this Note.

THIS NOTE, AND ANY CLAIM, CONTROVERSY, OR DISPUTE ARISING OUT OF OR IN CONNECTION WITH THIS NOTE, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK  
SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, each Borrower, intending to be legally bound hereby, has duly executed this Note as of the day and year first written above.

**BORROWER:**

**LASER SPINE INSTITUTE, LLC**

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

Name:

Title:

**LSI MANAGEMENT COMPANY, LLC**

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

Name:

Title:

**LASER SPINE INSTITUTE CONSULTING  
LLC**

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

Name:

Title:

**MEDICAL CARE MANAGEMENT  
SERVICES, LLC**

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

Name:

Title:

EXHIBIT I-1

U.S. Tax Compliance Certificate

(For Foreign Lenders That Are Not Partnerships for U.S. Federal Income Tax Purposes)

Reference is hereby made to the Credit Agreement dated as of July 2, 2015 (as amended, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among Laser Spine Institute, LLC, LSI Management Company, Laser Spine Institute Consulting LLC, and Medical Care Management Services, LLC each individually, a “**Borrower**” and collectively, the “**Borrowers**”), Texas Capital Bank, National Association, as Administrative Agent, Swing Line Lender, and L/C Issuer and each Lender from time to time party thereto.

Pursuant to the provisions of *Section 3.4* of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record and beneficial owner of the Loan(s) (as well as any Note(s) evidencing such Loan(s)) in respect of which it is providing this certificate, (ii) it is not a bank within the meaning of *Section 881(c)(3)(A)* of the Code, (iii) it is not a ten percent shareholder of Borrower within the meaning of *Section 871(h)(3)(B)* of the Code and (iv) it is not a controlled foreign corporation related to Borrower as described in *Section 881(c)(3)(C)* of the Code.

The undersigned has furnished Administrative Agent and Borrower with a certificate of its non-U.S. Person status on IRS Form W-8BEN. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform Borrower and Administrative Agent, and (2) the undersigned shall have at all times furnished Borrower and Administrative Agent with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two (2) calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

**[NAME OF LENDER]**

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

Name:

Title:

Date: \_\_\_\_\_, 20\_\_

EXHIBIT I-2

U.S. Tax Compliance Certificate

(For Foreign Participants That Are Not Partnerships for U.S. Federal Income Tax Purposes)

Reference is hereby made to the Credit Agreement dated as of July 2, 2015 (as amended, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among Laser Spine Institute, LLC, LSI Management Company, LLC, Laser Spine Institute Consulting LLC, and Medical Care Management Services, LLC each individually, a “**Borrower**” and collectively, the “**Borrowers**”), Texas Capital Bank, National Association, as Administrative Agent, Swing Line Lender, and L/C Issuer and each Lender from time to time party thereto.

Pursuant to the provisions of *Section 3.4* of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record and beneficial owner of the participation in respect of which it is providing this certificate, (ii) it is not a bank within the meaning of *Section 881(c)(3)(A)* of the Code, (iii) it is not a ten percent shareholder of Borrower within the meaning of *Section 871(h)(3)(B)* of the Code and (iv) it is not a controlled foreign corporation related to Borrower as described in *Section 881(c)(3)(C)* of the Code.

The undersigned has furnished its participating Lender with a certificate of its non-U.S. Person status on IRS Form W-8BEN. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform such Lender in writing, and (2) the undersigned shall have at all times furnished such Lender with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two (2) calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

**[NAME OF PARTICIPANT]**

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

Name:

Title:

Date: \_\_\_\_\_, 20\_\_

EXHIBIT I-3

U.S. Tax Compliance Certificate

(For Foreign Participants That Are Partnerships for U.S. Federal Income Tax Purposes)

Reference is hereby made to the Credit Agreement dated as of July 2, 2015 (as amended, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among Laser Spine Institute, LLC, LSI Management Company, LLC Laser Spine Institute Consulting LLC, and Medical Care Management Services, LLC each individually, a “**Borrower**” and collectively, the “**Borrowers**”), Texas Capital Bank, National Association, as Administrative Agent, Swing Line Lender, and L/C Issuer and each Lender from time to time party thereto.

Pursuant to the provisions of *Section 3.4* of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record owner of the participation in respect of which it is providing this certificate, (ii) its direct or indirect partners/members are the sole beneficial owners of such participation, (iii) with respect such participation, neither the undersigned nor any of its direct or indirect partners/members is a bank extending credit pursuant to a loan agreement entered into in the ordinary course of its trade or business within the meaning of *Section 881(c)(3)(A)* of the Code, (iv) none of its direct or indirect partners/members is a ten percent shareholder of Borrower within the meaning of *Section 871(h)(3)(B)* of the Code and (v) none of its direct or indirect partners/members is a controlled foreign corporation related to Borrower as described in *Section 881(c)(3)(C)* of the Code.

The undersigned has furnished its participating Lender with IRS Form W-8IMY accompanied by one of the following forms from each of its partners/members that is claiming the portfolio interest exemption: (i) an IRS Form W-8BEN or (ii) an IRS Form W-8IMY accompanied by an interest exemption. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform such Lender and (2) the undersigned shall have at all times furnished such Lender with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two (2) calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

**[NAME OF PARTICIPANT]**

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

Name:

Title:

Date: \_\_\_\_\_, 20\_\_

EXHIBIT I-4

U.S. Tax Compliance Certificate

(For Foreign Lenders That Are Partnerships for U.S. Federal Income Tax Purposes)

Reference is hereby made to the Credit Agreement dated as of July 2, 2015 (as amended, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among Laser Spine Institute, LLC, LSI Management Company, LLC, Laser Spine Institute Consulting LLC, and Medical Care Management Services, LLC each individually, a “**Borrower**” and collectively, the “**Borrowers**”), Texas Capital Bank, National Association, as Administrative Agent, Swing Line Lender, and L/C Issuer and each Lender from time to time party thereto.

Pursuant to the provisions of *Section 3.4* of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record owner of the Loan(s) (as well as any Note(s) evidencing such Loan(s)) in respect of which it is providing this certificate, (ii) its direct or indirect partners/members are the sole beneficial owners of such Loan(s) (as well as any Note(s) evidencing such Loan(s)), (iii) with respect to the extension of credit pursuant to this Credit Agreement or any other Loan Document, neither the undersigned nor any of its direct or indirect partners/members is a bank extending credit pursuant to a loan agreement entered into in the ordinary course of its trade or business within the meaning of *Section 881(c)(3)(A)* of the Code, (iv) none of its direct or indirect partners/members is a ten percent shareholder of Borrower within the meaning of *Section 871(h)(3)(B)* of the Code and (v) none of its direct or indirect partners/members is a controlled foreign corporation related to Borrower as described in *Section 881(c)(3)(C)* of the Code.

The undersigned has furnished Administrative Agent and Borrower with IRS Form W-8IMY accompanied by one of the following forms from each of its partners/members that is claiming the portfolio interest exemption: (i) an IRS Form W-8BEN or (ii) an IRS Form W-8IMY accompanied by an interest exemption. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform Borrower and Administrative Agent, and (2) the undersigned shall have at all times furnished Borrower and Administrative Agent with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two (2) calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

**[NAME OF LENDER]**

By: \_\_\_\_\_  
Name:  
Title:

Date: \_\_\_\_\_, 20\_\_

# **EXHIBIT 3**



**LIMITED WAIVER AND FIRST AMENDMENT TO CREDIT AGREEMENT**

This LIMITED WAIVER AND FIRST AMENDMENT TO CREDIT AGREEMENT (this “Amendment”) is entered into as of November 18, 2016 (the “First Amendment Effective Date”), between 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 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 Amendment shall have the meanings given them in the Credit Agreement (defined below).

**RECITALS**

**A.** The Borrowers, 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”);

**B.** Borrowers have informed Administrative Agent that the Defaults and Events of Default identified on Schedule 1 attached hereto have occurred prior to the First Amendment Effective Date and are continuing under the Loan Documents (the “Specified Defaults”);

**C.** As of October 31, 2016, Borrowers were indebted to Lenders pursuant to the Loan Documents for the Obligations (including the Loans in the amount of \$175,982,050.70, consisting of (i) principal in the amount of \$40,097,747.36, and accrued and unpaid interest (including interest at the Default Interest Rate) in the amount of \$81,803.38, in respect of the Revolving Credit Facility (ii) principal in the amount of \$135,000,000, and accrued and unpaid interest (including interest at the Default Interest Rate) in the amount of \$802,500, in respect of the Term Loan), plus fees and costs incurred by the Administrative Agent and the Lenders that are reimbursable by Borrowers pursuant to the Credit Agreement.

**D.** As of the date hereof, the Specified Defaults are continuing and the Borrowers have requested that the Administrative Agent and the Lenders (i) waive the Specified Defaults and any other Defaults and Events of Default existing as of the date hereof and (ii) amend the Credit Agreement in certain respects, including the requirement set forth in Section 7.12(b) of the Credit Agreement, in part, to allow for payment of certain fees and expenses and other general corporate purposes as more particularly set forth below; and

**E.** The Administrative Agent and the Required Lenders have agreed to (i) waive the Specified Defaults and any other Defaults and Events of Default existing as of the date hereof and (ii) amend the Credit Agreement in certain respects, including the requirement set forth in Section 7.12(b) of the Credit Agreement, in each case, upon and subject to the terms and conditions set forth in this Amendment.

**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

### Limited Waiver; Certain Agreements

**1.01 Limited Waiver.** In reliance upon the representations, warranties and covenants of the Borrowers contained in this Amendment and subject to the terms and conditions of this Amendment and any document or instrument executed in connection herewith, the Administrative Agent and the Lenders hereby agree to (i) waive the Specified Defaults and any other Default or Event of Default existing as of the date hereof, (ii) waive all Default Interest accruing on outstanding Loans from and after October 11, 2016, and (iii) (x) waive, in part, the requirement to maintain the Cash Reserve Account pursuant to Section 7.12(b) of the Credit Agreement such that from and after the date hereof (and after giving effect to the terms hereof), the minimum balance in the Cash Reserve Account shall be not less than \$2,606,202.46, and (y) transfer an amount equal to \$1,143,797.54 from the Cash Reserve Account to the Borrowers' primary operating account maintained with Agent (the "Partial Cash Reserve Release"); provided that, the limited waiver set forth in this Section 1.01 is expressly limited as follows: (i) such waiver shall not apply with respect to any other violation or breach of Section 7.12(b) of the Credit Agreement or any other violation or breach of the Credit Agreement that may occur from time to time hereafter, (ii) such waiver is limited solely to the Specified Defaults and any other Default or Event of Default existing as of the date hereof and the Partial Cash Reserve Release and (iii) such waiver is a limited one-time waiver. Except for the consent and waivers expressly provided in this Section 1.01 and the amendments and other matters expressly provided for in this Amendment, nothing contained herein shall be deemed a consent to, or waiver of, any other action or inaction of Borrowers or the other Obligated Parties which constitutes (or would constitute) a violation of any provision of the Credit Agreement or any other Loan Document, or which constitutes (or would constitute) a Default or Event of Default arising after the date hereof. The Borrowers acknowledge and agree that, except as expressly set forth herein, nothing herein shall be construed as a continuing consent to or waiver of any provisions of the Credit Agreement or any other Loan Document. Neither the Lenders nor the Administrative Agent shall be obligated to grant any future waivers, consents or amendments with respect to any other provision of the Credit Agreement or any other Loan Document.

**1.02 Binding Effect of Documents.** Except as limited and/or modified by this Amendment and by the documents executed in connection herewith, the Loan Documents, shall be deemed to be in full force and effect, and all provisions of the Loan Documents relating to the rights and remedies of the Administrative Agent and the Lenders shall continue to be in effect until such time as all Obligations have been finally paid in full in cash. Borrowers further acknowledge, confirm and agree that the Administrative Agent (for the benefit of the Lenders) has and shall continue to have valid, enforceable and perfected first-priority (subject to Permitted Liens) liens upon and security interests in the Collateral heretofore granted to the Administrative Agent pursuant to the Credit Agreement and the other Loan Documents or otherwise granted to or held by the Administrative Agent (for the benefit of the Lenders).

## ARTICLE II

### Amendments to Credit Agreement

Subject to the satisfaction or waiver in writing of each condition precedent set forth in Article IV of this Amendment, and in reliance on the representations, warranties, covenants and agreements contained in this Amendment, the Credit Agreement shall be amended in its entirety to read in the form of Exhibit A attached hereto.

## ARTICLE III

### Amendments to Security Agreement

Subject to the satisfaction or waiver in writing of each condition precedent set forth in Article IV of this Amendment, and in reliance on the representations, warranties, covenants and agreements contained in this Amendment, the Security Agreement shall be amended as set forth in this Article III.

**3.01 Amendment to Section 3.12.** Section 3.12 of the Security Agreement shall be and it hereby is amended and restated in its entirety to read as follows:

*3.12 Accounts. Each Account to Grantor's actual knowledge (i) is genuine and in all respects what it purports to be, and is not evidenced by a judgment, (ii) arises out of a completed, bona fide sale and delivery of goods or rendition of services in the ordinary course of business, and substantially in accordance with any purchase order, contract or other document relating thereto and (iii) is payable solely to the Borrowers or any Subsidiary and, other than Accounts from any Government Debtor, no purchase order, agreement, document or applicable Law restricts assignment of such Account to Administrative Agent (regardless of whether, under the UCC, the restriction is ineffective).*

**3.02 Amendment to Schedules.** Schedules 3.5, 3.6, 3.10 and 3.17 to the Security Agreement shall be amended and restated in their entireties with Schedules 3.5, 3.6, 3.10 and 3.17 set forth on Schedule 2 to this Amendment.

## ARTICLE IV

### Conditions Precedent and Additional Covenants

**4.01 Conditions to Effectiveness.** Notwithstanding anything herein to the contrary, the limited waiver set forth in Article I hereof, the amendments to the Credit Agreement set forth in Article II hereof and the amendments to the Security Agreement set forth in Article III hereof, in each case, shall be effective upon the satisfaction of all of the conditions set forth in this Section 4.01:

(a) The Administrative Agent, the Lenders and the Borrowers shall have executed and delivered this Amendment;

(b) The Borrowers shall have paid (i) to the Administrative Agent for the benefit of the Lenders, an amendment fee in an aggregate amount equal to \$750,000, which fee shall be paid with the proceeds of the Partial Cash Reserve Release and (ii) all outstanding professional fees, retainers and expenses that have been incurred by the Administrative Agent and the Lenders and the Administrative Agent's consultants, attorneys and financial advisors, including without limitation Deloitte and Norton Rose Fulbright US LLP, on and prior to the date hereof that are required to be reimbursed by the Borrowers under the Credit Agreement, in the amounts invoiced on or prior to the date hereof, which fees, retainers and expenses shall be paid with the proceeds of the Partial Cash Reserve Release;

(c) The Administrative Agent shall have received evidence reasonably satisfactory to it that Borrowers have received at least \$50,000,000 of gross cash proceeds from the incurrence of Subordinated Debt and/or issuance of equity during the period from June 30, 2016 through and including the First Amendment Effective Date, including an amount equal to or greater than \$37,000,000 on the First Amendment Effective Date (the "Equity Investment"), and in each case, on terms and conditions reasonably acceptable to the Administrative Agent;

(d) The Borrowers shall have repaid outstanding Revolving Credit Loans in an aggregate amount equal to at least \$37,000,000 with the proceeds of the Equity Investment;

(e) The Borrowers shall have executed and delivered amended and restated Revolving Credit Notes;

(f) The Borrowers shall have delivered a certificate of a Responsible Officer of the Borrower Representative certifying to, among other things, the material Equity Investment documents, including documents evidencing the Subordinated Debt issued in connection therewith;

(g) The Borrowers shall have delivered a certificate of an authorized officer of the Borrowers certifying that the Constituent Documents of Borrowers and each Subsidiary have not changed since the Closing Date, except as set forth therein;

(h) The Borrowers shall have delivered an incumbency certificate and certified resolutions of the Board of Managers of Parent signed by an authorized officer of Parent and Borrowers authorizing the execution, delivery, and performance of this Amendment and such other Loan Documents by Parent and Borrowers and accompanied by a certificate, signed by an authorized officer of Parent and Borrowers and such other Person, setting forth the current members of the Board of Managers of Parent;

(i) The Administrative Agent shall have received the Consent and Agreement attached hereto, executed by each of the Guarantors;

(j) The Administrative Agent shall have received evidence reasonably satisfactory to it that Borrowers have restructured the tenant improvement payments due to Highwoods Realty Limited Partnership on terms and conditions reasonably acceptable to the Administrative Agent and the Lenders;

(k) The Administrative Agent shall have received a Borrowing Base Certificate prepared as of September 30, 2016; and

(l) The Administrative Agent shall have received such other instruments and documents incidental and appropriate to this Amendment and the transactions provided for herein as the Administrative Agent or its special counsel may reasonably request, and all such documents shall be in form and substance satisfactory to the Administrative Agent.

By its execution and delivery of its signature page hereto, Administrative Agent and each Lender executing such a signature page confirms that (x) the foregoing conditions have been satisfied and (y) the Equity Investment documents and the documents evidencing the Subordinated Debt issued prior to the date hereof or in connection with the Equity Investment are approved.

#### **4.02 Post-Closing Covenants.**

(a) Within forty-five (45) days following the First Amendment Effective Date (or such later date as Administrative Agent may agree in its reasonable discretion), Borrowers shall have delivered a copy of the annual audit report of Parent and its Subsidiaries for the fiscal year ending December 31, 2015 containing, on a consolidated basis, a balance sheet and the related statements of income, members equity and cash flow as of the end of such fiscal year and for the twelve (12) month period then ended, in each case setting forth in comparative form the figures for the preceding fiscal year, all in reasonable detail and audited and certified by RSM US LLP,

to the effect that such report has been prepared in accordance with GAAP and containing no material qualifications or limitations on scope.

(b) On the earlier of (i) the date that is three (3) days after the date Borrowers receive regulatory approval in Pennsylvania for the change of control created by the Equity Investment and (ii) December 31, 2016, the Borrowers shall have delivered written confirmation of the conversion of Subordinated Debt outstanding on or prior to the date hereof to equity of the Borrowers on terms consistent with that certain Summary of Terms for Additional Investment Lead by Sheridan Capital Partners, dated September 21, 2016, in form and substance reasonably satisfactory to Administrative Agent and Required Lenders.

## **ARTICLE V**

### **No Waiver**

Except as expressly set forth herein, 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 Amendment, 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 by the Borrowers 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 Amendment and any other contract or instrument between the Borrowers, on the one hand, and the Administrative Agent and the Lenders, on the other hand. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THIS AMENDMENT 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 VI**

### **Ratifications, Representations and Warranties**

**6.01 Ratifications.** Except with respect to the Defaults and Events of Default waived hereunder or as expressly modified and superseded by this Amendment, 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 Borrowers and Guarantors each hereby agree that the Credit Agreement and the other Loan Documents shall continue to be legal, valid, binding and enforceable in accordance with their respective terms.

**6.02 Representations and Warranties.** The Borrowers and Guarantors each hereby represent and warrant to the Administrative Agent and the Lenders that (a) the execution, delivery and performance of this Amendment and any and all other Loan Documents executed and/or delivered in connection herewith have been authorized by all requisite organizational action on the part of the Borrowers and Guarantors, respectively, and will not violate the Constituent Documents of the Borrowers or Guarantors, respectively; (b) after giving effect to the waiver contained in Article I hereof, the representations and warranties contained in the Credit Agreement and any other Loan Document are true and correct in all material respects on and as of the date hereof as though made on and as of the date hereof except to the extent that such representation or warranty relates to an earlier date; (c) other than the Specified Defaults, to the knowledge of the Responsible Officers of the Borrower Representative, no Default or Event of Default under and as defined in the Credit Agreement has occurred and is continuing; (d) other than the Specified Defaults as waived hereunder, to the knowledge of the Responsible Officers

of the Borrower Representative, the Borrowers and Guarantors are in full compliance with all covenants and agreements contained in the Credit Agreement and the other Loan Documents, unless such compliance has been specifically waived in writing by the Administrative Agent (with the consent of the Required Lenders); and (e) other than the Specified Default relating to the name change resulting in LSI Flexible Schedule, LLC and as otherwise delivered to Agent in connection with this Amendment, the Borrowers have not amended their Constituent Documents since the date of the Credit Agreement.

## ARTICLE VII

### Miscellaneous Provisions

**7.01 Survival of Representations and Warranties.** All representations and warranties made in this Amendment, the Credit Agreement, or any other Loan Document, including, without limitation, any document furnished in connection with this Amendment, shall survive the execution and delivery of this Amendment, 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.

**7.02 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.

**7.03 Expenses of Administrative Agent.** In accordance with Section 12.1 of the Credit Agreement, the Borrowers agree 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 Amendment and the other Loan Documents executed pursuant hereto and any and all amendments, modifications, and supplements thereto, including, without limitation, the 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.

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

**7.05 Successors and Assigns; No Third Party Beneficiaries.** This Amendment 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 Borrowers may not assign or transfer any of their 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 Amendment nor any of the provisions hereof shall inure to the benefit of any Person other than the parties hereto.

**7.06 Counterparts.** This Amendment 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 Amendment by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart to this Amendment.

**7.07 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.

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

**7.09 APPLICABLE LAW. THIS AMENDMENT 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.**

**7.10 RELEASE. AS A MATERIAL PART OF THE CONSIDERATION FOR THE ADMINISTRATIVE AGENT AND THE LENDERS ENTERING INTO THIS AMENDMENT, EACH BORROWER AND EACH GUARANTOR, ON BEHALF OF ITSELF AND EACH OF ITS AFFILIATES, RESPECTIVELY (COLLECTIVELY “RELEASOR”) AGREES AS FOLLOWS (THE “RELEASE PROVISION”):**

**(A) RELEASOR HEREBY RELEASES AND FOREVER DISCHARGES THE ADMINISTRATIVE AGENT, EACH LENDER, AND THEIR PREDECESSORS, SUCCESSORS, ASSIGNS, OFFICERS, MANAGERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, ATTORNEYS (INCLUDING WITHOUT LIMITATION NORTON ROSE FULBRIGHT US LLP), REPRESENTATIVES, PARENT CORPORATIONS, SUBSIDIARIES, AND AFFILIATES (HEREINAFTER ALL OF THE ABOVE COLLECTIVELY REFERRED TO AS “LENDER GROUP”) JOINTLY AND SEVERALLY FROM ANY AND ALL CLAIMS, COUNTERCLAIMS, DEMANDS, DAMAGES, DEBTS, AGREEMENTS, COVENANTS, SUITS, CONTRACTS, OBLIGATIONS, LIABILITIES, ACCOUNTS, OFFSETS, RIGHTS, ACTIONS, AND CAUSES OF ACTION OF ANY NATURE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION FOR CONTRIBUTION AND INDEMNITY ARISING AS A RESULT OF ACTS OR CIRCUMSTANCES EXISTING OR ARISING ON OR PRIOR TO THE DATE HEREOF, WHETHER ARISING AT LAW OR IN EQUITY, WHETHER PRESENTLY POSSESSED OR POSSESSED IN THE FUTURE, WHETHER KNOWN OR UNKNOWN, WHETHER LIABILITY BE DIRECT OR INDIRECT, LIQUIDATED OR UNLIQUIDATED, WHETHER PRESENTLY ACCRUED OR TO ACCRUE HEREAFTER, WHETHER ABSOLUTE OR CONTINGENT, FORESEEN OR UNFORESEEN, AND WHETHER OR NOT HERETOFORE ASSERTED, WHICH RELEASOR MAY HAVE OR CLAIM TO HAVE AGAINST ANY OF LENDER GROUP; PROVIDED, HOWEVER, THAT LENDER SHALL NOT BE RELEASED HEREBY FROM ANY OBLIGATION TO PAY TO RELEASOR ANY AMOUNTS THAT RELEASOR MAY HAVE ON DEPOSIT WITH LENDER, IN ACCORDANCE WITH APPLICABLE LAW AND THE TERMS OF THE LOAN DOCUMENTS AND THE DOCUMENTS ESTABLISHING ANY SUCH DEPOSIT RELATIONSHIP.**

**(B) RELEASOR AGREES NOT TO SUE ANY OF THE LENDER GROUP OR IN ANY WAY ASSIST ANY OTHER PERSON OR ENTITY IN SUING LENDER GROUP WITH RESPECT TO ANY CLAIM RELEASED HEREIN. THE RELEASE PROVISION MAY BE PLEADED AS A FULL AND COMPLETE DEFENSE TO, AND MAY BE USED AS THE BASIS FOR AN INJUNCTION AGAINST, ANY ACTION, SUIT, OR OTHER PROCEEDING WHICH MAY BE INSTITUTED, PROSECUTED, OR ATTEMPTED IN BREACH OF THE RELEASE CONTAINED HEREIN.**

**(C) RELEASOR ACKNOWLEDGES, WARRANTS, AND REPRESENTS TO LENDER GROUP THAT:**

**(I) RELEASOR HAS READ AND UNDERSTANDS THE EFFECT OF THE RELEASE PROVISION. RELEASOR HAS HAD THE ASSISTANCE OF INDEPENDENT COUNSEL OF ITS OWN CHOICE, OR HAS HAD THE OPPORTUNITY TO RETAIN SUCH INDEPENDENT COUNSEL, IN REVIEWING, DISCUSSING, AND CONSIDERING ALL THE TERMS OF THE RELEASE PROVISION; AND IF COUNSEL WAS RETAINED, COUNSEL FOR RELEASOR HAS READ AND CONSIDERED THE RELEASE PROVISION AND ADVISED RELEASOR TO EXECUTE THE SAME. BEFORE EXECUTION OF THIS AGREEMENT, RELEASOR HAS HAD ADEQUATE OPPORTUNITY TO MAKE WHATEVER INVESTIGATION OR INQUIRY IT MAY DEEM NECESSARY OR DESIRABLE IN CONNECTION WITH THE SUBJECT MATTER OF THE RELEASE PROVISION.**

**(II) RELEASOR IS NOT ACTING IN RELIANCE ON ANY REPRESENTATION, UNDERSTANDING, OR AGREEMENT NOT EXPRESSLY SET FORTH HEREIN. RELEASOR ACKNOWLEDGES THAT LENDER GROUP HAS NOT MADE ANY REPRESENTATION WITH RESPECT TO THE RELEASE PROVISION EXCEPT AS EXPRESSLY SET FORTH HEREIN.**

**(III) RELEASOR HAS EXECUTED THIS AGREEMENT AND THE RELEASE PROVISION THEREOF AS ITS FREE AND VOLUNTARY ACT, WITHOUT ANY DURESS, COERCION, OR UNDUE INFLUENCE EXERTED BY OR ON BEHALF OF ANY PERSON.**

**(IV) RELEASOR IS THE SOLE OWNER OF THE CLAIMS RELEASED BY THE RELEASE PROVISION, AND RELEASOR HAS NOT HERETOFORE CONVEYED, ASSIGNED OR ENCUMBERED ALL OR ANY PART OF SUCH CLAIMS OR ANY INTEREST IN ANY SUCH CLAIMS TO ANY OTHER PERSON OR ENTITY.**

**(D) RELEASOR UNDERSTANDS THAT THE RELEASE PROVISION IS A MATERIAL CONSIDERATION IN THE AGREEMENT OF LENDER GROUP TO ENTER INTO THIS AMENDMENT.**

**(E) IT IS THE EXPRESS INTENT OF RELEASOR THAT THE RELEASE AND DISCHARGE SET FORTH IN THE RELEASE PROVISION BE CONSTRUED AS BROADLY AS POSSIBLE IN FAVOR OF LENDER GROUP SO AS TO FORECLOSE FOREVER THE ASSERTION BY RELEASOR OF ANY CLAIMS RELEASED HEREBY AGAINST LENDER GROUP.**

**(F) IF ANY TERM, PROVISION, COVENANT, OR CONDITION OF THE RELEASE PROVISION IS HELD BY A COURT OF COMPETENT JURISDICTION TO BE INVALID, ILLEGAL, OR UNENFORCEABLE, THE REMAINDER OF THE PROVISIONS SHALL REMAIN IN FULL FORCE AND EFFECT.**

**7.11 FINAL AGREEMENT. THIS AMENDMENT AND THE OTHER LOAN DOCUMENTS REPRESENT THE ENTIRE AGREEMENT OF THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF ON THE DATE THIS AMENDMENT IS EXECUTED. THIS AMENDMENT 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. NO MODIFICATION, RESCISSION, WAIVER,**



**RELEASE OR AMENDMENT OF ANY PROVISION OF THIS AMENDMENT SHALL BE MADE, EXCEPT BY A WRITTEN AGREEMENT SIGNED BY BORROWERS, THE ADMINISTRATIVE AGENT AND THE REQUIRED LENDERS.**

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

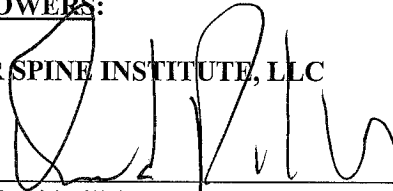
**7.13 Additional Documents.** The Borrowers, at the Administrative Agent's request, shall promptly execute or cause to be executed and shall deliver to the Administrative Agent, any and all documents, instruments and agreements reasonably requested by the Administrative Agent to give effect to or carry out the terms or intent of this Amendment

**[Signature Pages Follow]**


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

**BORROWERS:**

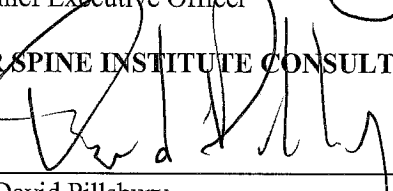
**LASER SPINE INSTITUTE, LLC**

By:   
Name: David Pillsbury  
Title: Chief Executive Officer

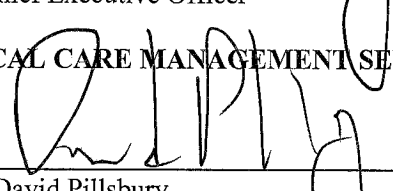
**LSI MANAGEMENT COMPANY, LLC**

By:   
Name: David Pillsbury  
Title: Chief Executive Officer

**LASER SPINE INSTITUTE CONSULTING, LLC**

By:   
Name: David Pillsbury  
Title: Chief Executive Officer

**MEDICAL CARE MANAGEMENT SERVICES, LLC**

By:   
Name: David Pillsbury  
Title: Chief Executive Officer

**ADMINISTRATIVE AGENT:**

**TEXAS CAPITAL BANK, NATIONAL ASSOCIATION**

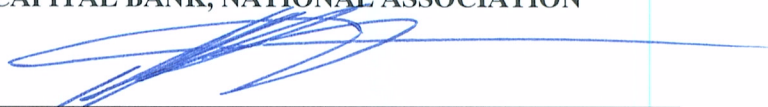
By: \_\_\_\_\_

Name: Bruce Shilcutt

Title: Executive Vice President

**LENDERS:**

**TEXAS CAPITAL BANK, NATIONAL ASSOCIATION**

By:   
Name: Bruce Shilcutt  
Title: Executive Vice President

**HEALTHCARE FINANCIAL SOLUTIONS, LLC**

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

Name: Thomas Costello

Title: Duly Authorized Signatory

COMPASS BANK D/B/A BBVA COMPASS

By: Albert M Watson  
Name: Albert M Watson  
Title: SVP

**BMO HARRIS BANK N.A.**

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

Name: Sue Blazis

Title: Managing Director

REGIONS BANK

By: John F. Bohan  
Name: John F. Bohan  
Title: Vice President



**FLORIDA COMMUNITY BANK, N.A.**

By:   
Name: Irene Marshall  
Title: SVP

**USAMERIBANK**

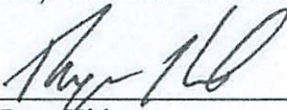
By: \_\_\_\_\_

Name: Ronald L. Ciganek

Title: Sr. Vice President

A handwritten signature in blue ink, consisting of stylized initials and a surname, written over a horizontal line.

**BOKF NA, DBA BANK OF OKLAHOMA**

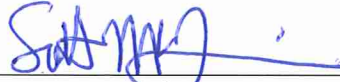
By:  \_\_\_\_\_

Name: Ryan Kirk

Title: Senior Vice President

**CAPSTAR BANK**

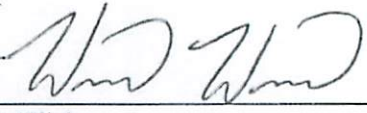
By:



Name: Scott McGuire

Title: VP, Special Assets

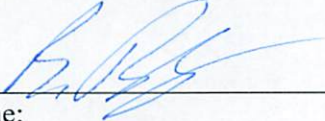
CITY BANK

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

Name: Wilson Wicks

Title: Senior Vice President

**TEXAS SECURITY BANK**

By:   
Name: \_\_\_\_\_  
Title:

**GUARANTORS' CONSENT AND AGREEMENT  
TO  
LIMITED WAIVER AND FIRST AMENDMENT TO CREDIT AGREEMENT**

As an inducement to Administrative Agent and Lenders to execute, and in consideration of Administrative Agent's and Lenders' execution of this Amendment, each of the undersigned hereby consents to this Amendment and agrees that this Amendment shall in no way release, diminish, impair, reduce or otherwise adversely affect the obligations and liabilities of the undersigned under the Guaranty executed by the undersigned in connection with the Credit Agreement, or under any Loan Documents, agreements, documents, or instruments executed by the undersigned to create liens, security interests or charges to secure any of the Obligations, all of which are in full force and effect. Each of the undersigned further represents and warrants to Administrative Agent and the Lenders that (a) the representations and warranties in each Loan Document to which the undersigned is a party are true and correct in all material respects on and as of the date of this Amendment as though made on the date of this Amendment (except to the extent that such representations and warranties speak to a specific date), (b) the undersigned is in full compliance with all covenants and agreements contained in each Loan Document to which it is a party, and (c) no Default or Event of Default has occurred and is continuing. Each Guarantor hereby releases Administrative Agent and Lenders from any liability for actions or omissions in connection with the Loan Documents prior to the date of this Amendment. This Consent and Agreement shall be binding upon the undersigned, and its legal representatives and permitted assigns, and shall inure to the benefit of the Administrative Agent, the Lenders, and their respective successors and assigns.

**GUARANTORS:**

LSI HOLDCO LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: David Pillsbury  
Title: Chief Executive Officer

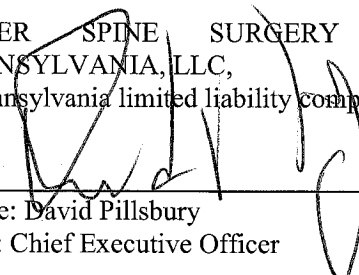
LASER SPINE SURGICAL CENTER, LLC,  
a Florida limited liability company

By: \_\_\_\_\_  
Name: David Pillsbury  
Title: Chief Executive Officer

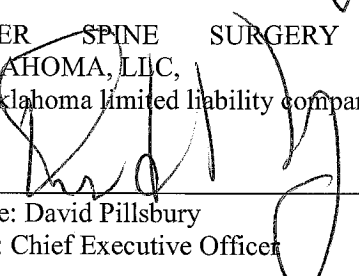
LASER SPINE SURGERY CENTER OF ARIZONA,  
LLC,  
an Arizona limited liability company

By: \_\_\_\_\_  
Name: David Pillsbury  
Title: Chief Executive Officer

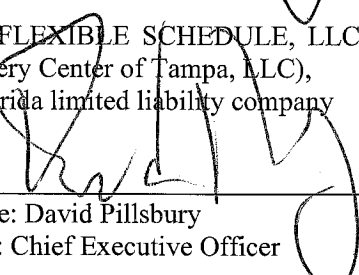
LASER SPINE SURGERY CENTER OF  
PENNSYLVANIA, LLC,  
a Pennsylvania limited liability company

By:   
Name: David Pillsbury  
Title: Chief Executive Officer

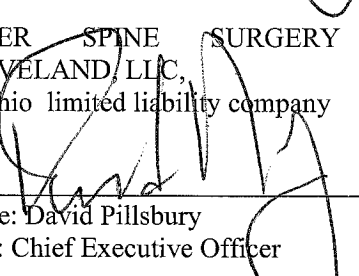
LASER SPINE SURGERY CENTER OF  
OKLAHOMA, LLC,  
an Oklahoma limited liability company

By:   
Name: David Pillsbury  
Title: Chief Executive Officer

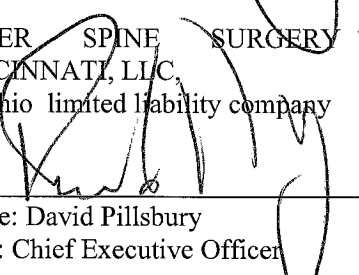
LSI FLEXIBLE SCHEDULE, LLC (f/k/a Laser Spine  
Surgery Center of Tampa, LLC),  
a Florida limited liability company

By:   
Name: David Pillsbury  
Title: Chief Executive Officer

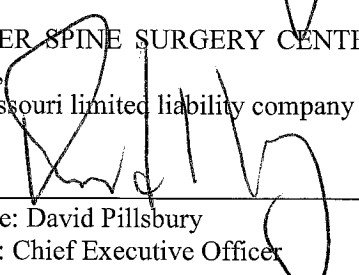
LASER SPINE SURGERY CENTER OF  
CLEVELAND, LLC,  
an Ohio limited liability company

By:   
Name: David Pillsbury  
Title: Chief Executive Officer

LASER SPINE SURGERY CENTER OF  
CINCINNATI, LLC,  
an Ohio limited liability company

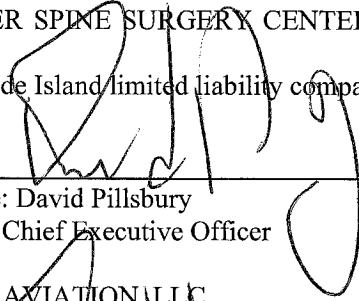
By:   
Name: David Pillsbury  
Title: Chief Executive Officer

LASER SPINE SURGERY CENTER OF ST. LOUIS,  
LLC,  
a Missouri limited liability company

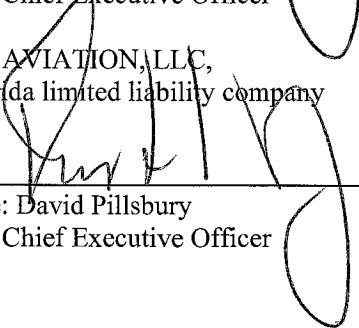
By:   
Name: David Pillsbury  
Title: Chief Executive Officer



LASER SPINE SURGERY CENTER OF WARWICK,  
LLC,  
a Rhode Island limited liability company

By:   
Name: David Pillsbury  
Title: Chief Executive Officer

CLM AVIATION, LLC,  
a Florida limited liability company

By:   
Name: David Pillsbury  
Title: Chief Executive Officer

Schedule 1  
Specified Defaults

This Schedule is provided to the Administrative Agent and the Lenders pursuant to the Amendment and Waiver. In some cases, the information and disclosures contained or referenced herein may set forth other items in addition to items the disclosure of which is necessary or appropriate in response to an express disclosure requirement contained in the Amendment and Waiver. No representation, warranty or assurance is given with respect to such items. The information in this Schedule shall not be deemed to expand in any way the scope or effect of any of the representations, warranties or covenants in the Amendment and Waiver, the Credit Agreement or any Loan Document.

The information contained herein is provided solely for purposes of making disclosures to the Administrative Agent and the Lenders under the Amendment and Waiver. In disclosing this information, the disclosing party does not waive any attorney-client privilege associated with such information or any protection afforded by the work-product doctrine with respect to any of the matters discussed or disclosed herein. Any information contained herein shall be subject to the terms of the Amendment and Waiver. Any information contained herein shall be subject to the terms of the Credit Agreement, the Loan Documents and the Amendment and Waiver and any confidentiality provisions thereof. Capitalized Terms used without definition herein shall have the respective meanings set forth in the Credit Agreement or the Amendment and Waiver, as applicable.

To the extent constituting a Default or Event of Default on or prior to the date hereof under the Credit Agreement or any other Loan Document:

1. The Obligated Parties' failure at any time to pay (a) any amounts by which the Revolving Credit Exposure exceeded the Borrowing Base, (b) Revolving Loans on demand pursuant to the demand letter dated as of June 9, 2016 from the Administrative Agent to the Obligated Parties and (c) any required Excess Cash Flow payment, in each case with respect to payments due and owing or relating to periods ending prior to the First Amendment Effective Date.
2. The issuance of Subordinated Debt to certain members of Parent and their Affiliates on or prior to the date hereof, the execution of and subsequent amendments to the documents governing such Subordinated Debt, and the failure to make any mandatory prepayments required under Section 2.9(d) relating to the proceeds thereof.
3. Borrowers' failure to deliver any item, and Borrowers' delivery of any incorrect or incomplete item, in any case, on or prior to the date hereof, as required under Section 7.1 of the Credit Agreement or any similar provision under any other Loan Document and the failure of any financial information maintained or delivered by the Obligated Parties to comply with GAAP.
4. Borrowers' failure to comply with Section 9.1 and/or Section 9.2 of the Credit Agreement, and any overadvance of Revolving Credit Loans as a result thereof.
5. The Obligated Parties' amendment and/or restatement of their financial results for periods ending on or prior to September 30, 2016, including such amendments and/or restatements resulting from (a) changes in the Obligated Parties' revenue recognition policies and other changes in accounting policies, (b) reductions in the level of reimbursement expected to be received by the Obligated Parties and (c) reductions in the amounts owing on Accounts and/or Receivables, including acceptance of partial payments in satisfaction thereof, and such events themselves.

6. The Borrowers' failure to notify the Administrative Agent of certain trademark applications filed by the Obligated Parties since July 2, 2015, all of which are set forth on Schedule 6.6(b) to the Credit Agreement, as delivered to Agent on the date hereof.
7. The formation of certain inactive Subsidiaries that were dissolved as of July 15, 2016 and failure to have added such Subsidiaries as Guarantors while they existed.
8. Laser Spine Surgery Center of Tampa, LLC changing its name to LSI Flexible Schedule, LLC.
9. William Horne's removal as Chief Executive Officer and replacement by David Pillsbury.
10. Borrowers' receipt of claims for recoupment of approximately \$4.2 million in the aggregate by United Healthcare ("UHC") relating to funds previously paid to the Obligated Parties by UHC, based on UHC's allegations that the Obligated Parties did not pursue collection of certain amounts owed to the Obligated Parties by UHC's insureds and improper coding. The Obligated Parties are contesting these allegations and have provided evidence to UHC of appropriate efforts to collect from patients. The Obligated Parties believe that the claim is covered by insurance (which has accepted the claim) and have retained outside counsel to challenge the claim. No known recoupment has occurred as of November 1, 2016.
11. The Obligated Parties' sale of certain patient responsibility receivables to CarePayment, LLC and its Affiliates and a precautionary UCC-1 filing by CarePayment, LLC in connection therewith, and the Obligated Parties' entry into agreements with Healthcare Finance Direct and CareCredit in connection with the processing and financing of patient receivables.
12. The Obligated Parties' receipt of a claim by CarePayment for funds allegedly owed to CarePayment in the approximate amount of \$2.02 million arising from the sale of certain receivables to CarePayment and CarePayment's claims that certain of the sold receivables were uncollectable. This claim is contested by Borrowers, is the subject of ongoing discussions between the parties, and the Borrowers have reserved funds in the approximate amount of \$1.9 million for payment of any ultimate settlement or liability arising from CarePayment's claims.
13. The Obligated Parties' receipt of a claim by National Medical Billing for funds allegedly owed to National Medical Billing under various contracts between the parties for payment for services rendered by National Medical Billing to the Borrowers in the approximate amount of \$450,000. This claim is contested by Borrowers and this matter is the subject of ongoing discussions between the parties.
14. Parent's acquisition and ownership of the assets and entry into the agreements listed on Schedule 8.19 to the Credit Agreement, as delivered to the Agent on the date hereof.
15. To the extent constituting Debt, the incurrence of the Highwoods TI Payments.
16. Any inaccuracy of the representations in Sections 6.15(c) and/or 6.29 of the Credit Agreement arising out of or relating to the Borrowers' revenue cycle management challenges as previously disclosed to the Administrative Agent.
17. The Sale and lease-back transactions with GE and Heartland Business Credit in June 2016 and August 2016, respectively, the material terms and conditions of which have previously been disclosed to the Administrative Agent.
18. Any inability of the Obligated Parties to remain Solvent that may have occurred absent infusion of the proceeds of the Subordinated Debt.
19. The sale of substantially all of the assets of Marodyne Medical, LLC pursuant to that certain Asset Purchase and Sale Agreement, dated as of July 15, 2016, by and between Marodyne Medical, LLC, Marodyne IP, LLC and BTT Melmak Development & Production GmbH, as

opposed to a sale of the equity interests of Marodyne Medical, LLC as would have been permitted under the Credit Agreement.

20. To the extent arising from or relating to one or more items on this schedule, individually or in the aggregate: (a) any inaccuracy in any representation or warranty made, or deemed made, by any Obligated Party prior to, but not including, the date hereof, (b) any failure to update a schedule to any Loan Document or otherwise notify the Administrative Agent or any Lender of such item(s), prior to, but not including, the date hereof, and (c) to the extent deemed to constitute a Material Adverse Event, the occurrence of any such Material Adverse Event, prior to, but not including, the date hereof.

Schedule 2  
Security Agreement Schedules

See attached.

## SCHEDULE 3.5

### GRANTOR INFORMATION

Full Legal Name, Type of Organization, Jurisdiction of Organization, Chief Executive Office / Place of Business (or Residence if Grantor is a Natural Person) and Organizational Identification Number of each Grantor:

Full Legal Name	Type of Organization	Jurisdiction of Organization	Chief Executive Office / Place of Business (or Residence if Grantor is a Natural Person)	Organization I.D.#
LSI Holdco LLC	LLC	DE	5332 Avion Park Drive Tampa, FL 33607	37-1709944
LSI Management Company, LLC	LLC	FL	5332 Avion Park Drive, Tampa, FL 33607	80-0475087
Laser Spine Institute, LLC	LLC	FL	5332 Avion Park Drive, Tampa, FL 33607 Tampa, FL 33607	20-1902674
Laser Spine Institute Consulting LLC	LLC	DE	5332 Avion Park Drive Tampa, FL 33607	45-2718646
Medical Care Management Services, LLC	LLC	DE	5332 Avion Park Drive Tampa, FL 33607	90-0996366
Laser Spine Surgical Center, LLC	LLC	FL	5332 Avion Park Drive, Tampa, FL 33607	68-0599184
Laser Spine Surgery Center of Arizona, LLC	LLC	AZ	8888 E. Raintree Drive, Suite 165 & 170, Scottsdale, AZ 85260	26-2682659
Laser Spine Surgery Center of Pennsylvania, LLC	LLC	PA	676 and 656 Swedesford Road, Wayne, PA 19087	27-0202636
Laser Spine Surgery Center of Oklahoma, LLC	LLC	OK	4727 Gaillardia Parkway, Suite 140, Oklahoma City, OK 73142	45-1448887
Laser Spine Surgery Center of Cincinnati, LLC	LLC	OH	644 Eden Park Drive, Cincinnati, OH 45202	37-1753993
Laser Spine	LLC	OH	300 Allen Bradley Drive,	38-3932809

Surgery Center of Cleveland, LLC			Mayfield Heights, OH 44124	
Laser Spine Surgery Center of St. Louis, LLC	LLC	MO	450 N. New Ballas Road, Creve Coeur, MO 63141	61-1737053
LSI Flexible Schedule, LLC	LLC	FL	5332 Avion Park Drive, Tampa, FL 33607	38-3945699
Laser Spine Surgery Center of Warwick, LLC	LLC	RI	5332 Avion Park Drive, Tampa, FL 33607	38-3945895
CLM Aviation, LLC	LLC	FL	5332 Avion Park Drive, Tampa, FL 33607	90-1018918

List the locations of all of the books and records relating to the Receivables (defined as Accounts, Chattel Paper, Documents, Investment Related Property, Instruments, or Commercial Tort Claims, and any other rights or claims to receive Money which are General Intangibles or which are otherwise included as Collateral, together with all of the applicable Grantor's rights, if any, in all Collateral Support and Supporting Obligations related thereto):

Location of all books and records: 5332 Avion Park Drive, Tampa, FL 33607

Disclose all instances where such books, records and Collateral are not in a Grantor's possession:  
None.

Other Names (including any Trade-Name or Fictitious Business Name) under which each Grantor has conducted business for the past five (5) years:

Full Legal Name	Trade Name or Fictitious Business Name
Laser Spine Institute, LLC	Laser Spine Institute

Changes in Name, Jurisdiction of Organization, Chief Executive Office or Sole Place of Business (or Principal Residence if Grantor is a Natural Person) and Corporate Structure within past five (5) years:

Entity	Date	Description	Prior Name	Prior Jurisdiction	Prior Entity or Prior Type of Entity
Laser Spine Institute Consulting LLC	9/16/11	Name Change	Advanced Health Care Partners LLC	DE	LLC

Entity	Date	Description	Prior Name	Prior Jurisdiction	Prior Entity or Prior Type of Entity
Laser Spine Institute Consulting LLC	9/22/11	Name Change	LSI Consulting, LLC	DE	LLC
Medical Care Management Services, LLC	6/14/2013	Name Change	Medical Solutions Management, LLC	DE	LLC
Laser Spine Surgery Center of St. Louis, LLC	6/12/14	Name Change	Laser Spine Surgery Center of Missouri, LLC	MO	LLC
CLM Aviation, LLC	9/10/2013	Correction	CLM Charter, LLC	FL	LLC
LSI Flexible Schedule, LLC	10/16/2015	Name Change	Laser Spine Surgical Center of Tampa, LLC	FL	LLC

#### Financing Statements:

Entity	Jurisdiction
Laser Spine Institute, LLC	Florida Department of State
LSI Management Company, LLC	Florida Department of State
Laser Spine Surgical Center, LLC	Florida Department of State
Laser Spine Surgery Center of Pennsylvania, LLC	Pennsylvania Secretary of the Commonwealth
Laser Spine Surgery Center of Arizona, LLC	Arizona Secretary of State
Laser Spine Surgery Center of Oklahoma, LLC	Oklahoma County Clerk
Laser Spine Institute Consulting LLC	Delaware Department of State
LSI HoldCo LLC	Delaware Department of State
Laser Spine Surgery Center of Cincinnati, LLC	Ohio Secretary of State
Laser Spine Surgery Center of Cleveland, LLC	Ohio Secretary of State
Medical Care Management Services, LLC	Delaware Department of State
Laser Spine Surgery Center of St. Louis, LLC	Missouri Secretary of State
LSI Flexible Schedule, LLC	Florida Department of State
Laser Spine Surgery Center of Warwick, LLC	Rhode Island Secretary of State
CLM Aviation, LLC	Florida Department of State



## SCHEDULE 3.6

### PROPERTY LOCATIONS

Locations owned by Grantor

Name of Grantor	Location of Equipment, Inventory, and Fixtures
None	

B. Locations leased by Grantor as lessee

Name of Grantor	Location of Equipment, Inventory, and Fixtures
Laser Spine Institute, LLC	5332 Avion Park Dr., Tampa, FL 33607
Laser Spine Institute, LLC	3001 N. Rocky Point Drive E., Suite 185, Tampa FL 33607 <sup>1</sup>
Laser Spine Surgery Center of Arizona, LLC	8888 E. Raintree Drive, Suite 165 & 170, Scottsdale, AZ 85260
Laser Spine Institute, LLC	676 and 656 Swedesford Road, Wayne, PA 19087
Laser Spine Institute, LLC	4727 Gaillardia Parkway, Suite 140, Oklahoma City, OK 73142
LSI Management Company, LLC	300 Allen Bradley Drive, Mayfield Heights, OH 44124
LSI Management Company, LLC	450 N. New Ballas Road, Creve Coeur, MO 63141
LSI Management Company, LLC	644 Eden Park Drive, Cincinnati, OH 45202
LSI Management Company, LLC	5332 Avion Park Drive Tampa, FL 33607

C. Locations at which Inventory is held in a public warehouse or is otherwise held by a bailee or on consignment

Name of Grantor	Location of Equipment, Inventory, and Fixtures
None	

D. Collateral that is a Fixture is listed below:

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<sup>1</sup> The Company has vacated this location, though there is one piece of obsolete equipment that the Company will be removing from the premises and/or disposing.

None.

**SCHEDULE 3.10**

**COLLATERAL**

**1. Investment Related Property:**

Pledged Shares

<b>Grantor</b>	<b>Stock Issuer</b>	<b>Class of Stock</b>	<b>Certificated (Y/N)</b>	<b>Stock Certificate No.</b>	<b>Par Value</b>	<b>No. of Pledged Stock</b>	<b>% of Outstanding Stock of the Stock Issuer</b>
None							

Pledged Limited Liability Interests (Limited Liability Companies)

<b>Grantor</b>	<b>Limited Liability Company</b>	<b>Certificated (Y/N)</b>	<b>Certificate No. (if any)</b>	<b>No. of Pledged Units</b>	<b>% of Outstanding LLC Interests of the Limited Liability Company</b>
LSI HoldCo LLC	LSI Management Company, LLC	N	N/A	N/A	100%
LSI HoldCo LLC	Laser Spine Institute Consulting LLC	N	N/A	N/A	100%
LSI HoldCo LLC	Laser Spine Institute, LLC	N	N/A	N/A	100%
LSI HoldCo LLC	Medical Care Management Services, LLC	N	N/A	N/A	100%
Laser Spine Institute Consulting LLC	CLM Aviation, LLC	N	N/A	N/A	66.67%
Laser Spine Institute, LLC	Laser Spine Surgical Center, LLC	N	N/A	N/A	100%
Laser Spine Institute, LLC	Laser Spine Surgery Center of Arizona, LLC	N	N/A	N/A	100%
Laser Spine Institute, LLC	Laser Spine Surgery Center of Pennsylvania, LLC	N	N/A	N/A	100%

Laser Spine Institute, LLC	Laser Spine Surgery Center of Oklahoma, LLC	N	N/A	N/A	100%
Laser Spine Institute, LLC	LSI Flexible Schedule, LLC	N	N/A	N/A	100%
Laser Spine Institute, LLC	Laser Spine Surgery Center of Cleveland, LLC	N	N/A	N/A	100%
Laser Spine Institute, LLC	Laser Spine Surgery Center of Cincinnati, LLC	N	N/A	N/A	100%
Laser Spine Institute, LLC	Laser Spine Surgery Center of St. Louis, LLC	N	N/A	N/A	100%
Laser Spine Institute, LLC	Laser Spine Surgery Center of Warwick, LLC	N	N/A	N/A	100%

All of the Pledged LLC Interests represent interests in issuers that have not opted to be treated as securities under the UCC of any jurisdiction.

#### Securities Accounts

Grantor	Share of Securities Intermediary	Account Number	Account Name
None			

#### Commodity Accounts

Grantor	Name of Commodities Intermediary	Account Number	Account Name
None			

#### Deposit Accounts:

Grantor	Name of Depository Bank	Account Number	Account Name
Laser Spine Institute, LLC	Texas Capital Bank	1511004903	TCB-Lockbox
Laser Spine	Texas Capital Bank	1111065304	TCB-Operating

Institute, LLC			
Medical Care Management Services, LLC	Texas Capital Bank	1511001396	TCB-Lockbox
LSI Management, LLC	Texas Capital Bank	1511001693	TCB-Operating
Laser Spine Surgery Center of Arizona, LLC	Texas Capital Bank	1111065452	TCB-Lockbox
Laser Spine Surgery Center of Cincinnati, LLC	Texas Capital Bank	1511004093	TCB-Lockbox
Laser Spine Surgery Center of Cleveland, LLC	Texas Capital Bank	1511004101	TCB-Lockbox
Laser Spine Surgical Center, LLC	Texas Capital Bank	1111065460	TCB-Lockbox
Laser Spine Surgery Center of Oklahoma, LLC	Texas Capital Bank	1111065478	TCB-Lockbox
Laser Spine Surgery Center of Pennsylvania, LLC	Texas Capital Bank	1111065486	TCB-Lockbox
Laser Spine Surgery Center of St. Louis, LLC	Texas Capital Bank	1511004143	TCB-Lockbox
Medical Care Management Services, LLC	Texas Capital Bank	1511001701	TCB-Operating
Laser Spine Institute, LLC	Jefferson Bank	0011794975	Commercial Money Market
LSI Holdco LLC	Texas Capital Bank	1511001719	TCB-Operating

**Collateral Notes:**

<b>Grantor</b>	<b>Issuer</b>	<b>Original Principal Amount</b>	<b>Outstanding Principal Balance</b>	<b>Issue Date</b>	<b>Maturity Date</b>
Laser Spine Institute Consulting LLC	Marodyne Medical, LLC	\$700,000	\$700,000	5/21/2014	Payable on demand
Laser Spine Institute Consulting LLC	Global Aircraft Acquisitions, LLC	\$153,000	\$153,000	6/20/2013	7/19/2013

Reserves have been taken for collection of the Collateral Notes. The Collateral Note issued by Global Aircraft Acquisitions, LLC is subject to litigation described in Section 5 below.

**Collateral Note Security:**

The collateral described in the Collateral Notes.

**Commercial Tort Claims:**

<b><u>Venue</u></b>	<b><u>Case No.</u></b>	<b><u>Plaintiff(s)</u></b>	<b><u>Defendant(s)</u></b>	<b><u>Nature of Claim(s)</u></b>	<b><u>Status</u></b>
Pinellas County, Florida	14-003403-C1	Laser Spine Institute Consulting LLC	Global Aircraft Acquisitions, LLC	Breach of contract and tort related claims	Complaint filed; discovery phase

**Letters of Credit:**

<b>Name of Grantor</b>	<b>Description of Letters of Credit</b>
None	

8. Except as set forth below, no Grantor has acquired any equity interests of another entity or substantially all the assets of another entity within the past five (5) years.

None.

## SCHEDULE 3.17

### INTELLECTUAL PROPERTY

#### PATENTS AND PATENT LICENSES

#### 1. Patents

Case #	Title	Owner	Country	Case Type	Application	Filing Date	Publication #	Publication Date	Patent #	Issue Date	Status
LASERSP 0005-PCT	Formaninoplasty Device	Laser Spine Surgical Center, LLC	Patent Cooperation Treaty	ORD	PCT/US12/20257	5-Jan-12	WO 2012102842	2-Aug-12			Published
LASERSP 0006-PCT	Regeneration of Spinal Discs	Laser Spine Institute, LLC	Patent Cooperation Treaty	ORD	PCT/US2014/014404	3-Feb-14	WO 2014/123803	14-Aug-14			Published
	Regeneration of Spinal Discs	Laser Spine Institute, LLC	Uruguay		35.316	8-Feb-13					Pending
LASERS 0006-US	Regeneration of Spinal Discs	Laser Spine Institute, LLC	United States of America	PRI	13/762,471	3-Feb-13	2014/02272240	14-Aug-14	9,114,190	25-Aug-15	Published
LASERSP 0006-CA	Regeneration of Spinal Discs		Canada		PCT/US2014/014404	3-Feb-14					Pending
LASERSP 0006-US1	Regeneration of Spinal Discs (re-file)	Laser Spine Institute, LLC	United States of America		14/699,349	29-Apr-15					Pending

#### 2. Patent Licenses

None.

#### TRADEMARKS AND TRADEMARK LICENSES

#### 3. Trademarks

Serial #	Reg #	Word Mark	Owner	Attorney of Records	Register	Status	Live/Dead	Filing Date	Registration Date	Office Action Date	Office Action Deadline	Date of Response	NEXT ACTION DATE	Jurisdiction
86695094		MARODYNE (re-file)	Marodyne Medical, LLC	Jillian Feltham	Principal		Pending <sup>2</sup>	7/16/2015						
86674563		"Stand Tall"	Laser Spine Institute	Scott D. Locke	Principal	Registered	LIVE	6/25/2015	2/2/2016				2/2/2021	United States
86424853		LSI (Letters)	Laser Spine Institute, LLC AKA Laser Spine Institute or LSI	Scott D. Locke	Principal		Pending	10/15/2014						United States
86358544		"LSI" (old-logo re-file)	Laser Spine Institute, LLC AKA LSI Laser Spine Institute	Scott D. Locke	Principal		Pending	8/6/2014						United States
77390847	3478447	"Laser Spine Institute"	Laser Spine Institute, LLC DBA Laser Spine Institute LIMITED LIABILITY COMPANY FLORIDA	Jillian Feltham	Supplemental	Registered	LIVE	2/7/2008	7/29/2008	5/23/2008	11/23/2008	6/23/2008	4/7/2019	United States
86401849	4731409	Give & Grub	LSI Management Company, LLC	Scott D. Locke	Principal	Registered	LIVE	9/22/2014	5/5/2015				5/5/2020	United States
86394395	4703864	"Vertical Lines" Logo	Lasers Spine Institute, LLC. Laser Spine Institute, LSI	Scott D. Locke	Principal	Registered	LIVE	9/15/2014	3/17/2015				3/17/2020	United States
77457105	3673997	"Take Your Life Back"	Laser Spine Institute, LLC LIMITED LIABILITY COMPANY FLORIDA	Jillian Feltham	Principal	Registered	LIVE	4/28/2008	8/25/2009	1/22/2009	7/22/2009	7/10/2009	9/25/2019	United States
77750030	3846214	"Total Spine Care"	Laser Spine Institute, LLC LIMITED	Jillian Feltham	Principal	Registered	LIVE	6/2/2009	9/7/2010				3/7/2017	United States

<sup>2</sup> This trademark is pending assignment as part of Marodyne's Asset Purchase Agreement.

			LIABILITY COMPANY FLORIDA													
85165194	3977511	RegenaDISC (Name)	Laser Spine Institute, LLC AKA LSI and Laser Spine Institute LIMITED LIABILITY COMPANY FLORIDA	Jillian Feltham	Principal	Registered	LIVE	10/29/2010	6/14/2011						6/14/2017	United States
85273127	4062683	The Spine Foundation (Logo)	The Spine Foundation Inc. DBA The Spine Foundation Phil Garcia, USA, Board Member Ray Monteleone, USA-Board Member non-profit corporation FLORIDA	Jillian Feltham	Principal	Registered	LIVE	3/22/2011	11/29/2011	6/30/2011	12/30/2011	7/5/2011		11/29/2017		United States
85273050	4104490	"Aspen Back and Body"	Laser Spine Institute, LLC DBA Laser Spine Institute LIMITED LIABILITY COMPANY FLORIDA	Jillian Feltham	Principal	Registered	LIVE	3/22/2011	2/28/2012	5/24/2011	11/24/2011	10/13/2011		2/28/2017		United States
85064233	4155869	"The Leader In Endoscopic Spine Surgery"	Laser Spine Institute, LLC LIMITED LIABILITY COMPANY FLORIDA	Jillian Feltham	Supplemental	Registered	LIVE	6/16/2010	6/5/2012					6/5/2017		United States
85120996	4195200	"Relief Rock"	Laser Spine Institute, LLC LIMITED LIABILITY COMPANY FLORIDA	Jillian Feltham	Principal	Registered	LIVE	9/1/2010	8/21/2012	12/22/2010	6/22/2011	2/22/2011		8/21/2017		United States
85572875	4265969	"Minimally Invasive Stabilization"	Laser Spine Institute, LLC LIMITED LIABILITY COMPANY FLORIDA	Jillian Feltham	Supplemental	Registered	LIVE	3/19/2012	12/25/2012	6/2/2012	12/2/2012	11/1/2012		12/25/2017		United States
85683885	4316307	Re-Registration of "Laser Spine Institute"	Laser Spine Institute, LLC AKA "Laser Spine Institute" or "LSI" LIMITED LIABILITY COMPANY FLORIDA	Jillian Feltham	Principal	Registered	LIVE	7/23/2012	4/9/2013	11/25/2012	5/25/2013	11/27/2012		4/9/2018		United States
85685547	4316347	Combination Mark (Logo+Name+Leader in Endoscopic Spine Surgery)	Laser Spine Institute, LLC AKA Laser Spine Institute or LSI LIMITED LIABILITY COMPANY FLORIDA	Jillian Feltham	Principal	Registered	LIVE	7/24/2012	4/9/2013	11/25/2012	5/25/2013	11/27/2012		4/9/2018		United States
85850827	4406738	From you. For a better you.	Laser Spine Institute, LLC AKA "Laser Spine Institute" or "LSI" LIMITED LIABILITY COMPANY FLORIDA	Jillian Feltham	Principal	Registered	LIVE	2/15/2013	9/24/2013					9/24/2018		United States
85693451	4433611	"Momentum Medical"	Laser Spine Institute, LLC AKA "Laser Spine Institute" or "LSI" LIMITED LIABILITY COMPANY FLORIDA	Jillian Feltham	Principal	Registered	LIVE	8/2/2012	11/12/2013	2/16/2013	8/26/2013	8/23/2013		11/12/2018		United States
85850837	4421103	RegenaDISC Name + Slogan Combo	Laser Spine Institute, LLC AKA Laser Spine Institute or LSI LIMITED LIABILITY COMPANY FLORIDA	Jillian Feltham	Principal	Registered	LIVE	2/15/2013	10/22/2013	6/8/2013	12/8/2013	6/11/2013		10/22/2018		United States
85693437	4456039	"Momentum Medical Solutions"	Laser Spine Institute, LLC AKA "Laser Spine Institute" or "LSI" LIMITED LIABILITY COMPANY FLORIDA	Jillian Feltham	Principal	Registered	LIVE	8/2/2012	12/24/2013	4/16/2013	10/16/2013	10/11/2013		12/24/2018		United States
86090995	4537349	"Go from a life of back pain to a lifetime of living"	Laser Spine Institute, LLC LIMITED LIABILITY COMPANY FLORIDA	Jillian Feltham	Principal	Registered	LIVE	10/14/2013	5/27/2014					5/27/2019		United States
86365011		"LivMD" (re-file)	Laser Spine Institute, LLC AKA Laser Spine Institute LSI	Jillian Feltham	Principal	Pending <sup>3</sup>	LIVE	8/13/2014		7/30/2015	8/24/2016	8/19/2016		2/24/2017		United States
86785884	4987533	Bandage in circle with color	Laser Spine Institute, LLC AKA Laser Spine Institute LSI	Scott D. Locke	Principal	Pending	LIVE	10/13/2015	6/28/2016					6/28/2022		United States
86785888		"Less than 1-inch incision" with bandage (no color)	Laser Spine Institute, LLC AKA Laser Spine Institute LSI	Scott D. Locke	Principal	Pending	LIVE	10/13/2015		7/5/2016	1/5/2017	8/1/2016				United States
1615159	TMA894,234	"Laser Spine Institute The Leader In Endoscopic Spine Surgery"	Laser Spine Institute, LLC		Principal	Registered	LIVE	2/21/2013		1/16/2015				1/16/2030		Canada
1618657	TMA939,590	RegenaDISC & Design (logo)	Laser Spine Institute, LLC		Principal	Registered	LIVE	3/19/2013	6/2/2016	12/24/2015	6/24/2016	5/31/2016		6/2/2031		Canada

<sup>3</sup>This trademark is pending assignment as part of Marodyne's Asset Purchase Agreement.



4. Domain Names

<b>Domain Name</b>	<b>Create Date</b>	<b>Status</b>	<b>Privacy</b>
ARTHRITISINTHESPINE.COM	3/12/2007	Active	Private
ASPENBACKINSTITUTE.COM	7/9/2006	Active	Public
AVOIDINGBACKPAIN.COM	1/20/2008	Active	Private
BACKINJURYSPORTS.COM	7/8/2009	Active	Public
BACKINJURYSPORTS.INFO	7/8/2009	Active	Public
BACKINJURYSPORTS.NET	7/8/2009	Active	Public
BACKLASERSURGERY.COM	7/8/2009	Active	Public
BACKLASERSURGERY.INFO	7/8/2009	Active	Public
BACKLASERSURGERY.NET	7/8/2009	Active	Public
BACKPAINARIZONA.COM	7/8/2009	Active	Public
BACKPAINCALIFORNIA.COM	7/8/2009	Active	Public
BACKPAINCANADA.NET	7/8/2009	Active	Public
BACKPAINFLORIDA.NET	7/8/2009	Active	Public
BACKPAINGEORGIA.NET	7/8/2009	Active	Public
BACKPAININTERNATIONAL.NET	7/8/2009	Active	Public
BACKPAINPENNSYLVANIA.COM	7/8/2009	Active	Public
BACKPAINPHILADELPHIA.COM	7/8/2009	Active	Public
BACKPAINSURGERY.INFO	7/8/2009	Active	Public
BACKPAINTEXAS.NET	7/8/2009	Active	Public
BACKSPORTSINJURY.INFO	7/8/2009	Active	Public
BACKSPORTSINJURY.NET	7/8/2009	Active	Public
BACKSURGERY-INFO.INFO	7/16/2007	Active	Private
BACKSURGERYALTERNATIVES.INFO	7/8/2009	Active	Public
BACKSURGERYALTERNATIVES.NET	7/8/2009	Active	Public
BACKSURGERYFORUM.COM	3/26/2007	Active	Public
BACKSURGERYRECOVERY.COM	7/8/2009	Active	Public
BACKSURGERYRECOVERY.INFO	7/8/2009	Active	Public
BACKSURGERYRECOVERY.NET	7/8/2009	Active	Public
BODYLIV.COM	5/23/2012	Active	Public
BONESPURBACK.COM	1/14/2011	Active	Public
BONESPURSINFO.COM	5/29/2007	Active	Private
BULGING-DISC-INFO.COM	10/19/2007	Active	Private
BULGING-DISC.INFO	4/22/2007	Active	Public
BULGINGDISCBACK.COM	1/14/2011	Active	Public
CELLINGTREATMENTCENTERS.COM	2/19/2010	Active	Public
CHRONICBACKPAIN.TREATMENT.INFO	7/8/2009	Active	Public
DEGENERATIVE-DISC.COM	4/22/2007	Active	Public
DEGENERATIVE-DISC.INFO	4/22/2007	Active	Public
DEGENERATIVEDISC.INFO	3/12/2007	Active	Private

DEGENERATIVEDISCBACK.COM	1/14/2011	Active	Public
DISC-HERNIATED.COM	6/17/2006	Active	Public
DISCHERNIATED.COM	6/17/2006	Active	Public
DISKECTOMY.INFO	4/22/2007	Active	Public
FACET-DISEASE.COM	4/22/2007	Active	Public
FACET-DISEASE.INFO	4/22/2007	Active	Public
FACET-DISEASE.NET	1/14/2011	Active	Public
FACETDISEASEFACTS.COM	1/15/2008	Active	Private
FACETTHERMALABLATION.COM	4/22/2007	Active	Public
FACETTHERMALABLATION.INFO	4/22/2007	Active	Public
FAILEDBACKSURGERY.NET	7/8/2009	Active	Public
FAILEDOPENBACKSURGERY.INFO	7/8/2009	Active	Public
FAILEDOPENBACKSURGERY.NET	7/8/2009	Active	Public
FAILEDSPINESURGERY.INFO	7/8/2009	Active	Public
FAILEDSPINESURGERY.NET	7/8/2009	Active	Public
FORAMINAL-STENOSIS.COM	4/22/2007	Active	Public
FORAMINAL-STENOSIS.INFO	4/22/2007	Active	Public
HEALTHYSPINEEXERCISES.COM	1/11/2013	Active	Public
HERNIATED-DISC-INFO.COM	1/14/2011	Active	Public
HERNIATEDDISKTREATMENTS.COM	5/29/2007	Active	Private
INFO-ON-BACK-PAIN.COM	2/12/2007	Active	Private
INFO-ON-SCIATICA.INFO	8/22/2007	Active	Private
LAMINOTOMY.INFO	4/22/2007	Active	Public
LASERSCOPIC.COM	7/11/2013	Active	Public
LASERSCOPIC.INFO	7/11/2013	Active	Public
LASERSCOPIC.NET	7/11/2013	Active	Public
LASERSCOPIC.ORG	7/11/2013	Active	Public
LASERSCOPICSPINE.COM	7/11/2013	Active	Public
LASERSCOPICSPINEINSTITUTE.COM	7/11/2013	Active	Public
LASERSCOPICSPINESURGEON.COM	7/11/2013	Active	Public
LASERSCOPICSPINESURGEONS.COM	7/11/2013	Active	Public
LASERSCOPICSPINESURGERY.COM	7/11/2013	Active	Public
LASERSPINALSURGERY.INFO	7/8/2009	Active	Public
LASERSPINALSURGERY.NET	7/8/2009	Active	Public
LASERSPINE.BIZ	2/8/2008	Active	Public
LASERSPINE.INFO	2/8/2008	Active	Public
LASERSPINE.NET	11/15/2011	Active	Private
LASERSPINE.US	2/8/2008	Active	Public
LASERSPINECHICAGO.NET	7/11/2013	Active	Public
LASERSPINECOMPLAINTS.COM	6/12/2013	Active	Public
LASERSPINECONSULTING.COM	12/8/2011	Active	Public

LASERSPINEDOCTORS.COM	1/11/2013	Active	Public
LASERSPINEFOUNDATION.COM	8/23/2010	Active	Public
LASERSPINEFOUNDATION.ORG	8/23/2010	Active	Public
LASERSPINEGOLF.COM	11/18/2010	Active	Public
LASERSPINEINFO.COM	11/13/2009	Active	Public
LASERSPINEINSTITUTE.BIZ	10/19/2006	Active	Public
LASERSPINEINSTITUTE.CC	10/19/2006	Active	Public
LASERSPINEINSTITUTE.INFO	10/19/2006	Active	Public
LASERSPINEINSTITUTE.ME	12/13/2009	Active	Public
LASERSPINEINSTITUTE.MOBI	10/19/2006	Active	Public
LASERSPINEINSTITUTE.NAME	10/19/2006	Active	Public
LASERSPINEINSTITUTE.NET	6/17/2006	Active	Public
LASERSPINEINSTITUTE.ORG	6/17/2006	Active	Public
LASERSPINEINSTITUTE.TV	10/19/2006	Active	Public
LASERSPINEINSTITUTE.US	10/19/2006	Active	Public
LASERSPINEINSTITUTE.WS	10/19/2006	Active	Public
LASERSPINEINSTITUTECHICAGO.COM	7/11/2013	Active	Public
LASERSPINEINSTITUTECHICAGO.INFO	7/11/2013	Active	Public
LASERSPINEINSTITUTECHICAGO.NET	7/11/2013	Active	Public
LASERSPINEINSTITUTECOMPLAINTS.COM	3/31/2010	Active	Public
LASERSPINEINSTITUTECONSULTING.COM	12/8/2011	Active	Public
LASERSPINEINSTITUTEFRAUD.COM	3/31/2010	Active	Public
LASERSPINEINSTITUTEHOUSTON.COM	3/6/2013	Active	Public
LASERSPINEINSTITUTEHOUSTON.INFO	3/6/2013	Active	Public
LASERSPINEINSTITUTEHOUSTON.NET	3/6/2013	Active	Public
LASERSPINEINSTITUTEHOUSTON.ORG	3/6/2013	Active	Public
LASERSPINEINSTITUTELAWSUITS.COM	3/31/2010	Active	Public
LASERSPINEINSTITUTELOCATIONS.COM	1/11/2013	Active	Public
LASERSPINEINSTITUTEOHIO.COM	10/12/2010	Active	Private
LASERSPINEINSTITUTEOKLAHOMA.COM	8/23/2010	Active	Private
LASERSPINEINSTITUTEREVIEWS.COM	3/31/2010	Active	Public
LASERSPINEINSTITUTESCAM.COM	3/31/2010	Active	Public
LASERSPINEINSTITUTETAMPA.COM	6/28/2010	Active	Private
LASERSPINELOCATIONS.COM	1/11/2013	Active	Public
LASERSPINEMALPRACTICE.COM	6/12/2013	Active	Public
LASERSPINEMALPRACTICE.INFO	6/12/2013	Active	Public
LASERSPINEMALPRACTICE.NET	6/12/2013	Active	Public
LASERSPINEMALPRACTICE.ORG	6/12/2013	Active	Public
LASERSPINENEWSROOM.COM	1/11/2013	Active	Public
LASERSPINEREVIEWS.COM	6/12/2013	Active	Public
LASERSPINEREVIEWS.INFO	6/12/2013	Active	Public

LASERSPINEREVIEWS.NET	6/12/2013	Active	Public
LASERSPINEREVIEWS.ORG	6/12/2013	Active	Public
LASERSPINESURGERY-INFO.COM	2/26/2008	Active	Private
LASERSPINESURGERY.INFO	7/8/2009	Active	Public
LASERSPINESURGERYREVIEWS.COM	6/12/2013	Active	Public
LASERSPINESURGERYREVIEWS.INFO	6/12/2013	Active	Public
LASERSPINESURGERYREVIEWS.NET	6/12/2013	Active	Public
LASERSPINESURGERYREVIEWS.ORG	6/12/2013	Active	Public
LASERSPINEWELLNESS.COM	2/15/2013	Active	Public
LASERSPINEWELLNESS.INFO	2/15/2013	Active	Public
LASERSPINEWELLNESS.NET	2/15/2013	Active	Public
LASERSPINEWELLNESS.ORG	2/15/2013	Active	Public
LOWERBACK-PAIN.INFO	7/16/2007	Active	Private
LSI-JAX.COM	7/16/2009	Active	Public
LSIBRADENTON.COM	7/16/2009	Active	Public
LSICALLCENTER.COM	6/5/2007	Active	Public
LSICALLCENTER.INFO	6/5/2007	Active	Public
LSICAREERS.COM	3/11/2009	Active	Public
LSICONULTATION.COM	9/22/2009	Active	Private
LSIDOCTORS.COM	1/11/2013	Active	Public
LSIEXPERIENCE.COM	7/20/2009	Active	Public
LSIEXPERIENCE.INFO	7/21/2009	Active	Public
LSIFLAGSTAFF.COM	7/16/2009	Active	Public
LSILOCATIONS.COM	1/11/2013	Active	Public
LSIMD.MOBI	3/13/2008	Active	Public
LSIMELBOURNE.COM	7/16/2009	Active	Public
LSIMIAMI.COM	7/16/2009	Active	Public
LSINAPLES.COM	7/16/2009	Active	Public
LSINEWSROOM.COM	1/11/2013	Active	Public
LSIOCALA.COM	7/16/2009	Active	Public
LSIORLANDO.COM	7/16/2009	Active	Public
LSIPHILADELPHIA.COM	12/15/2008	Active	Public
LSIPHILLY.COM	12/15/2008	Active	Private
LSIPHYSICIANRELATIONS.COM	8/5/2011	Active	Public
LSIPRESCOTT.COM	7/16/2009	Active	Public
LSISARASOTA.COM	7/16/2009	Active	Public
LSISCOTTSDALE.COM	11/26/2008	Active	Private
LSITAMPA.COM	12/15/2008	Active	Public
LSITUCSON.COM	7/16/2009	Active	Public
LSIVILLAGES.COM	7/16/2009	Active	Private
LSIWESTCOAST.COM	3/26/2009	Active	Private

LSIYUMA.COM	7/16/2009	Active	Public
MYLASERSPINE.COM	6/12/2013	Active	Public
MYSPIINALDOCTOR.COM	6/12/2013	Active	Public
MYSPIINALDOCTORS.COM	6/12/2013	Active	Public
MYSPIINECONSULT.COM	12/13/2011	Active	Public
NECKBONESPURS.INFO	4/22/2007	Active	Public
NECKSPURSSURGERY.COM	1/31/2008	Active	Private
NERVE-PINCHED.COM	6/20/2006	Active	Public
NERVE-SCIATICA.COM	4/22/2007	Active	Public
NERVE-SCIATICA.INFO	4/22/2007	Active	Public
NORTHAMERICANLASERSCOPICSPINEINSTITUTE.COM	7/11/2013	Active	Public
NORTHAMERICANLASERSCOPICSPINEINSTITUTE.NET	7/11/2013	Active	Public
NUTRISPINE.COM	3/8/2011	Active	Public
OPTIMUM360.COM	12/14/2011	Active	Public
ORTHOPEDICSPINALSURGERY.COM	7/8/2009	Active	Public
ORTHOPEDICSPINALSURGERY.INFO	7/8/2009	Active	Public
ORTHOPEDICSPINALSURGERY.NET	7/8/2009	Active	Public
PAINFULBACKCONDITIONS.COM	1/15/2008	Active	Private
PERCUTANEOUSARTHROSCOPICDISCECTOMY.COM	4/22/2007	Active	Public
PERCUTANEOUSARTHROSCOPICDISCECTOMY.INFO	4/22/2007	Active	Public
PINCHEDNERVESPIINE.COM	1/14/2011	Active	Public
REGENADISC.COM	8/6/2010	Active	Public
REVITAWELL.COM	10/29/2012	Active	Public
RUPTUREDDISCINFO.COM	1/31/2008	Active	Private
SCAR-TISSUE-FACTS.COM	10/19/2007	Active	Private
SCAR-TISSUE.INFO	4/22/2007	Active	Public
SCIATICA-INFO.COM	1/14/2011	Active	Public
SEMINARIODEESPALDA.COM	2/20/2009	Active	Public
SPINAL-ARTHRITIS.NET	1/14/2011	Active	Public
SPINAL-FUSION-ALTERNATIVE.COM	4/22/2007	Active	Public
SPINAL-FUSION-ALTERNATIVE.INFO	4/22/2007	Active	Public
SPINAL-FUSION.INFO	4/22/2007	Active	Public
SPINALDECOMPRESSIONINFO.COM	1/31/2008	Active	Private
SPINALFUSIONALTERNATIVE.COM	1/31/2008	Active	Private
SPINALINJURYTREATMENT.COM	7/8/2009	Active	Public
SPINALINJURYTREATMENT.INFO	7/8/2009	Active	Public
SPINALINJURYTREATMENT.NET	7/8/2009	Active	Public
SPINALSTENOSIS-INFO.COM	1/14/2011	Active	Public
SPINE-EXERCISES.COM	1/11/2013	Active	Public
SPINE-SURGEONS.INFO	8/22/2007	Active	Private
SPINEARTHRTITIS.INFO	4/22/2007	Active	Public

SPINEINSTITUTE.INFO	7/8/2009	Active	Public
SPINEINSTITUTE.US	7/8/2009	Active	Public
SPINEMD.BIZ	2/8/2008	Active	Public
SPINEMD.TV	2/7/2008	Active	Public
SPINESEMINAR.COM	10/24/2008	Active	Private
SPINESURGERY.BIZ	7/8/2009	Active	Public
SPINESURGERYLEADER.COM	7/5/2011	Active	Public
SPONDYLOLISTHESISBACK.COM	1/14/2011	Active	Public
STENOSIS-FORAMINAL.COM	1/15/2008	Active	Private
STENOSIS-SPINAL.COM	6/20/2006	Active	Public
STENOSIS-SPINAL.INFO	4/22/2007	Active	Public
SUCCESSFULBACKSURGERY.COM	7/8/2009	Active	Public
SUCCESSFULBACKSURGERY.INFO	7/8/2009	Active	Public
SUCCESSFULSPINESURGERY.COM	7/8/2009	Active	Public
SUCCESSFULSPINESURGERY.INFO	7/8/2009	Active	Public
SUCCESSFULSPINESURGERY.NET	7/8/2009	Active	Public
SUELASERSPINE.COM	6/12/2013	Active	Public
SUELASERSPINE.INFO	6/12/2013	Active	Public
SUELASERSPINE.NET	6/12/2013	Active	Public
SUELASERSPINE.ORG	6/12/2013	Active	Public
SUELASERSPINEINSTITUTE.COM	6/12/2013	Active	Public
SUELASERSPINEINSTITUTE.INFO	6/12/2013	Active	Public
SUELASERSPINEINSTITUTE.NET	6/12/2013	Active	Public
SUELASERSPINEINSTITUTE.ORG	6/12/2013	Active	Public
SURGERY-LUMBAR.COM	2/26/2008	Active	Private
THESPINALCOLUMNS.COM	5/8/2008	Active	Private
THESPINEFOUNDATION.COM	6/16/2011	Active	Public
THESPINEFOUNDATION.ORG	2/14/2011	Active	Public
THESTEMCELLCLINIC.COM	2/5/2013	Active	Public
TOTALBACKBODY.COM	11/10/2010	Active	Public
TOTALSPINECARE.BIZ	6/13/2009	Active	Public
TOTALSPINECARE.INFO	6/13/2009	Active	Public
TOTALSPINECARE.MOBI	6/13/2009	Active	Public
TOTALSPINECARE.ORG	6/13/2009	Active	Public
TOTALSPINECARE.WS	6/13/2009	Active	Public
TOTALSPINEHEALTH.BIZ	1/13/2009	Active	Public
TOTALSPINEHEALTH.COM	1/13/2009	Active	Public
TOTALSPINEHEALTH.INFO	1/13/2009	Active	Public
TOTALSPINEHEALTH.ME	1/13/2009	Active	Public
TOTALSPINEHEALTH.MOBI	1/13/2009	Active	Public
TOTALSPINEHEALTH.NET	1/13/2009	Active	Public

TOTALSPINEHEALTH.ORG	1/13/2009	Active	Public
TOTALSPINEHEALTH.TV	1/13/2009	Active	Public
TOTALSPINEHEALTH.US	1/13/2009	Active	Public
TOTALSPINEHEALTH.WS	1/13/2009	Active	Public
TREATBACKPAIN.NET	7/8/2009	Active	Public
VIBILITY.COM	8/27/2012	Active	Public
BACKSURGERYSANANTONIO.COM	7/25/2013	Active	Public
BACKSURGERYSANANTONIO.INFO	7/25/2013	Active	Public
BACKSURGERYSANANTONIO.NET	7/25/2013	Active	Public
BACKSURGERYSANANTONIO.ORG	7/25/2013	Active	Public
LASER-SPINE-INSTITUTE-CENTERS.COM	12/16/2013	Active	Public
LASER-SPINE-INSTITUTE-COMPLAINTS.COM	12/16/2013	Active	Public
LASER-SPINE-INSTITUTE-LAWSUITS.COM	12/16/2013	Active	Public
LASER-SPINE-INSTITUTE-SCAM.COM	12/16/2013	Active	Public
LASER-SPINE-INSTITUTE.CO	12/16/2013	Active	Public
LASER-SPINE-INSTITUTE.ORG	12/16/2013	Active	Public
LASERBACKINSTITUTE.COM	4/14/2008	Active	Private
LASERSCOPICSPINE.INFO	7/11/2013	Active	Public
LASERSCOPICSPINE.NET	7/11/2013	Active	Public
LASERSCOPICSPINE.ORG	7/11/2013	Active	Public
LASERSCOPICSPINEINSTITUTE.INFO	7/11/2013	Active	Public
LASERSCOPICSPINEINSTITUTE.NET	7/11/2013	Active	Public
LASERSCOPICSPINEINSTITUTE.ORG	7/11/2013	Active	Public
LASERSCOPICSPINESURGEON.INFO	7/11/2013	Active	Public
LASERSCOPICSPINESURGEON.NET	7/11/2013	Active	Public
LASERSCOPICSPINESURGEON.ORG	7/11/2013	Active	Public
LASERSCOPICSPINESURGEONS.INFO	7/11/2013	Active	Public
LASERSCOPICSPINESURGEONS.NET	7/11/2013	Active	Public
LASERSCOPICSPINESURGEONS.ORG	7/11/2013	Active	Public
LASERSCOPICSPINESURGERY.INFO	7/11/2013	Active	Public
LASERSCOPICSPINESURGERY.NET	7/11/2013	Active	Public
LASERSCOPICSPINESURGERY.ORG	7/11/2013	Active	Public
LASERSPINEATLANTA.COM	9/19/2013	Active	Public
LASERSPINEATLANTA.INFO	9/19/2013	Active	Public
LASERSPINEATLANTA.NET	9/19/2013	Active	Public
LASERSPINEATLANTA.ORG	9/19/2013	Active	Public
LASERSPINEBOSTON.COM	10/31/2013	Active	Public
LASERSPINEBOSTON.INFO	10/31/2013	Active	Public
LASERSPINEBOSTON.NET	10/31/2013	Active	Public
LASERSPINEBOSTON.ORG	10/31/2013	Active	Public
LASERSPINECINCINNATI.COM	9/19/2013	Active	Public



LASERSPINECINCINNATI.INFO	9/19/2013	Active	Public
LASERSPINECINCINNATI.NET	9/19/2013	Active	Public
LASERSPINECINCINNATI.ORG	9/19/2013	Active	Public
LASERSPINECLEVELAND.COM	9/19/2013	Active	Public
LASERSPINECLEVELAND.INFO	9/19/2013	Active	Public
LASERSPINECLEVELAND.NET	9/19/2013	Active	Public
LASERSPINECLEVELAND.ORG	9/19/2013	Active	Public
LASERSPINEDC.COM	9/19/2013	Active	Public
LASERSPINEDC.INFO	9/19/2013	Active	Public
LASERSPINEDC.NET	9/19/2013	Active	Public
LASERSPINEDC.ORG	9/19/2013	Active	Public
LASERSPINEDENVER.COM	9/19/2013	Active	Public
LASERSPINEDENVER.INFO	9/19/2013	Active	Public
LASERSPINEDENVER.NET	9/19/2013	Active	Public
LASERSPINEDENVER.ORG	9/19/2013	Active	Public
LASERSPINEHEALTHINSTITUTE.ORG	12/16/2013	Active	Public
laserspineinstitute.la	12/16/2013	Active	Public
LASERSPINEINSTITUTEATLANTA.COM	9/19/2013	Active	Public
LASERSPINEINSTITUTEATLANTA.INFO	9/19/2013	Active	Public
LASERSPINEINSTITUTEATLANTA.NET	9/19/2013	Active	Public
LASERSPINEINSTITUTEATLANTA.ORG	9/19/2013	Active	Public
LASERSPINEINSTITUTEBOSTON.COM	10/31/2013	Active	Public
LASERSPINEINSTITUTEBOSTON.INFO	10/31/2013	Active	Public
LASERSPINEINSTITUTEBOSTON.NET	10/31/2013	Active	Public
LASERSPINEINSTITUTEBOSTON.ORG	10/31/2013	Active	Public
LASERSPINEINSTITUTECENTER.CO	12/16/2013	Active	Public
LASERSPINEINSTITUTECENTER.COM	12/16/2013	Active	Public
LASERSPINEINSTITUTECENTER.NET	12/16/2013	Active	Public
LASERSPINEINSTITUTECENTERS.CO	12/16/2013	Active	Public
LASERSPINEINSTITUTECENTERS.INFO	12/16/2013	Active	Public
LASERSPINEINSTITUTECENTERS.NET	12/16/2013	Active	Public
LASERSPINEINSTITUTECENTERS.ORG	12/16/2013	Active	Public
LASERSPINEINSTITUTECHICAGO.ORG	7/11/2013	Active	Public
LASERSPINEINSTITUTECINCINNATI.COM	9/19/2013	Active	Public
LASERSPINEINSTITUTECINCINNATI.INFO	9/19/2013	Active	Public
LASERSPINEINSTITUTECINCINNATI.NET	9/19/2013	Active	Public
LASERSPINEINSTITUTECINCINNATI.ORG	9/19/2013	Active	Public
LASERSPINEINSTITUTECLASSACTION.COM	12/16/2013	Active	Public
LASERSPINEINSTITUTECLASSACTION.INFO	12/16/2013	Active	Public
LASERSPINEINSTITUTECLASSACTION.NET	12/16/2013	Active	Public
LASERSPINEINSTITUTECLASSACTION.ORG	12/16/2013	Active	Public



LASERSPINEINSTITUTECLASSACTIONLAWSUIT.COM	12/16/2013	Active	Public
LASERSPINEINSTITUTECLASSACTIONLAWSUIT.INFO	12/16/2013	Active	Public
LASERSPINEINSTITUTECLASSACTIONLAWSUIT.NET	12/16/2013	Active	Public
LASERSPINEINSTITUTECLASSACTIONLAWSUIT.ORG	12/16/2013	Active	Public
LASERSPINEINSTITUTELEVELAND.COM	9/19/2013	Active	Public
LASERSPINEINSTITUTELEVELAND.INFO	9/19/2013	Active	Public
LASERSPINEINSTITUTELEVELAND.NET	9/19/2013	Active	Public
LASERSPINEINSTITUTELEVELAND.ORG	9/19/2013	Active	Public
LASERSPINEINSTITUTECOMPLAINT.CO	12/16/2013	Active	Public
LASERSPINEINSTITUTECOMPLAINT.COM	12/16/2013	Active	Public
LASERSPINEINSTITUTECOMPLAINT.INFO	12/16/2013	Active	Public
LASERSPINEINSTITUTECOMPLAINT.NET	12/16/2013	Active	Public
LASERSPINEINSTITUTECOMPLAINT.ORG	12/16/2013	Active	Public
LASERSPINEINSTITUTECOMPLAINTS.CO	12/16/2013	Active	Public
LASERSPINEINSTITUTECOMPLAINTS.INFO	12/16/2013	Active	Public
LASERSPINEINSTITUTECOMPLAINTS.NET	12/16/2013	Active	Public
LASERSPINEINSTITUTECOMPLAINTS.ORG	12/16/2013	Active	Public
LASERSPINEINSTITUTEDALLAS.COM	10/31/2013	Active	Public
LASERSPINEINSTITUTEDALLAS.INFO	10/31/2013	Active	Public
LASERSPINEINSTITUTEDALLAS.NET	10/31/2013	Active	Public
LASERSPINEINSTITUTEDALLAS.ORG	10/31/2013	Active	Public
LASERSPINEINSTITUTEDC.COM	9/19/2013	Active	Public
LASERSPINEINSTITUTEDC.INFO	9/19/2013	Active	Public
LASERSPINEINSTITUTEDC.NET	9/19/2013	Active	Public
LASERSPINEINSTITUTEDC.ORG	9/19/2013	Active	Public
LASERSPINEINSTITUTEDENVER.COM	9/19/2013	Active	Public
LASERSPINEINSTITUTEDENVER.INFO	9/19/2013	Active	Public
LASERSPINEINSTITUTEDENVER.NET	9/19/2013	Active	Public
LASERSPINEINSTITUTEDENVER.ORG	9/19/2013	Active	Public
LASERSPINEINSTITUTEDOCTORS.COM	12/16/2013	Active	Public
LASERSPINEINSTITUTEDOCTORS.NET	12/16/2013	Active	Public
LASERSPINEINSTITUTEDOCTORS.ORG	12/16/2013	Active	Public
LASERSPINEINSTITUTEFOUNDATION.ORG	12/16/2013	Active	Public
LASERSPINEINSTITUTEKANSASCITY.COM	10/31/2013	Active	Public
LASERSPINEINSTITUTEKANSASCITY.INFO	10/31/2013	Active	Public
LASERSPINEINSTITUTEKANSASCITY.NET	10/31/2013	Active	Public
LASERSPINEINSTITUTEKANSASCITY.ORG	10/31/2013	Active	Public
LASERSPINEINSTITUTELAWSUIT.CO	12/16/2013	Active	Public
LASERSPINEINSTITUTELAWSUIT.COM	12/16/2013	Active	Public
LASERSPINEINSTITUTELAWSUIT.INFO	12/16/2013	Active	Public
LASERSPINEINSTITUTELAWSUIT.NET	12/16/2013	Active	Public

LASERSPINEINSTITUTELAWSUIT.ORG	12/16/2013	Active	Public
LASERSPINEINSTITUTELAWSUITS.CO	12/16/2013	Active	Public
LASERSPINEINSTITUTELAWSUITS.INFO	12/16/2013	Active	Public
LASERSPINEINSTITUTELAWSUITS.NET	12/16/2013	Active	Public
LASERSPINEINSTITUTELAWSUITS.ORG	12/16/2013	Active	Public
LASERSPINEINSTITUTEMALPRACTICE.CO	12/16/2013	Active	Public
LASERSPINEINSTITUTEMALPRACTICE.COM	12/16/2013	Active	Public
LASERSPINEINSTITUTEMALPRACTICE.INFO	12/16/2013	Active	Public
LASERSPINEINSTITUTEMALPRACTICE.NET	12/16/2013	Active	Public
LASERSPINEINSTITUTEMALPRACTICE.ORG	12/16/2013	Active	Public
LASERSPINEINSTITUTENASHVILLE.COM	9/19/2013	Active	Public
LASERSPINEINSTITUTENASHVILLE.INFO	9/19/2013	Active	Public
LASERSPINEINSTITUTENASHVILLE.NET	9/19/2013	Active	Public
LASERSPINEINSTITUTENASHVILLE.ORG	9/19/2013	Active	Public
LASERSPINEINSTITUTENEWYORK.COM	10/31/2013	Active	Public
LASERSPINEINSTITUTENEWYORK.INFO	10/31/2013	Active	Public
LASERSPINEINSTITUTENEWYORK.NET	10/31/2013	Active	Public
LASERSPINEINSTITUTENEWYORK.ORG	10/31/2013	Active	Public
LASERSPINEINSTITUTEOPERATION.COM	12/16/2013	Active	Public
LASERSPINEINSTITUTEOPERATIONS.COM	12/16/2013	Active	Public
LASERSPINEINSTITUTEOUTCOME.COM	12/16/2013	Active	Public
LASERSPINEINSTITUTEOUTCOMES.COM	12/16/2013	Active	Public
LASERSPINEINSTITUTEPROVIDENCE.COM	10/31/2013	Active	Public
LASERSPINEINSTITUTEPROVIDENCE.INFO	10/31/2013	Active	Public
LASERSPINEINSTITUTEPROVIDENCE.NET	10/31/2013	Active	Public
LASERSPINEINSTITUTEPROVIDENCE.ORG	10/31/2013	Active	Public
LASERSPINEINSTITUTERESULTS.COM	12/16/2013	Active	Public
LASERSPINEINSTITUTESANANTONIO.COM	7/25/2013	Active	Public
LASERSPINEINSTITUTESANANTONIO.INFO	7/25/2013	Active	Public
LASERSPINEINSTITUTESANANTONIO.NET	7/25/2013	Active	Public
LASERSPINEINSTITUTESANANTONIO.ORG	7/25/2013	Active	Public
LASERSPINEINSTITUTESCAM.CO	12/16/2013	Active	Public
LASERSPINEINSTITUTESCAM.INFO	12/16/2013	Active	Public
LASERSPINEINSTITUTESCAM.NET	12/16/2013	Active	Public
LASERSPINEINSTITUTESCAM.ORG	12/16/2013	Active	Public
LASERSPINEINSTITUTESCAMS.CO	12/16/2013	Active	Public
LASERSPINEINSTITUTESCAMS.COM	12/16/2013	Active	Public
LASERSPINEINSTITUTESCAMS.INFO	12/16/2013	Active	Public
LASERSPINEINSTITUTESCAMS.NET	12/16/2013	Active	Public
LASERSPINEINSTITUTESCAMS.ORG	12/16/2013	Active	Public
LASERSPINEINSTITUTESEATTLE.COM	10/31/2013	Active	Public

LASERSPINEINSTITUTESEATTLE.INFO	10/31/2013	Active	Public
LASERSPINEINSTITUTESEATTLE.NET	10/31/2013	Active	Public
LASERSPINEINSTITUTESEATTLE.ORG	10/31/2013	Active	Public
LASERSPINEINSTITUTESTLOUIS.COM	9/19/2013	Active	Public
LASERSPINEINSTITUTESTLOUIS.INFO	9/19/2013	Active	Public
LASERSPINEINSTITUTESTLOUIS.NET	9/19/2013	Active	Public
LASERSPINEINSTITUTESTLOUIS.ORG	9/19/2013	Active	Public
LASERSPINEINSTITUTESURGEONS.CO	12/16/2013	Active	Public
LASERSPINEINSTITUTESURGEONS.COM	12/16/2013	Active	Public
LASERSPINEINSTITUTESURGEONS.INFO	12/16/2013	Active	Public
LASERSPINEINSTITUTESURGEONS.NET	12/16/2013	Active	Public
LASERSPINEINSTITUTESURGEONS.ORG	12/16/2013	Active	Public
LASERSPINEINSTITUTETREATMENT.COM	12/16/2013	Active	Public
LASERSPINEINSTITUTETREATMENT.INFO	12/16/2013	Active	Public
LASERSPINEINSTITUTETREATMENT.NET	12/16/2013	Active	Public
LASERSPINEINSTITUTETREATMENT.ORG	12/16/2013	Active	Public
LASERSPINEKANSASCITY.COM	10/31/2013	Active	Public
LASERSPINEKANSASCITY.INFO	10/31/2013	Active	Public
LASERSPINEKANSASCITY.NET	10/31/2013	Active	Public
LASERSPINEKANSASCITY.ORG	10/31/2013	Active	Public
LASERSPINENASHVILLE.COM	9/19/2013	Active	Public
LASERSPINENASHVILLE.INFO	9/19/2013	Active	Public
LASERSPINENASHVILLE.NET	9/19/2013	Active	Public
LASERSPINENASHVILLE.ORG	9/19/2013	Active	Public
LASERSPINENEWYORK.COM	10/31/2013	Active	Public
LASERSPINENEWYORK.INFO	10/31/2013	Active	Public
LASERSPINENEWYORK.NET	10/31/2013	Active	Public
LASERSPINENEWYORK.ORG	10/31/2013	Active	Public
LASERSPINEPROVIDENCE.COM	10/31/2013	Active	Public
LASERSPINEPROVIDENCE.INFO	10/31/2013	Active	Public
LASERSPINEPROVIDENCE.NET	10/31/2013	Active	Public
LASERSPINEPROVIDENCE.ORG	10/31/2013	Active	Public
LASERSPINESEATTLE.COM	10/31/2013	Active	Public
LASERSPINESEATTLE.INFO	10/31/2013	Active	Public
LASERSPINESEATTLE.NET	10/31/2013	Active	Public
LASERSPINESEATTLE.ORG	10/31/2013	Active	Public
LASERSPINESTLOUIS.COM	9/19/2013	Active	Public
LASERSPINESTLOUIS.INFO	9/19/2013	Active	Public
LASERSPINESTLOUIS.NET	9/19/2013	Active	Public
LASERSPINESTLOUIS.ORG	9/19/2013	Active	Public
LIGHTBEAMSPINEINSTITUTESCAM.CO	12/16/2013	Active	Public

LSI-HOUSTON.COM	12/10/2013	Active	Public
LSIHOUSTON.NET	12/10/2013	Active	Private
LSIHOUSTON.ORG	12/10/2013	Active	Public
LSIKANSASCITY.COM	10/31/2013	Active	Public
LSIKANSASCITY.INFO	10/31/2013	Active	Public
LSIKANSASCITY.NET	10/31/2013	Active	Public
LSIKANSASCITY.ORG	10/31/2013	Active	Public
LSINEWSROOM.NET	12/16/2013	Active	Public
LSIOKLAHOMACITY.COM	12/10/2013	Active	Public
LSIOKLAHOMACITY.INFO	12/10/2013	Active	Public
LSIOKLAHOMACITY.NET	12/10/2013	Active	Public
LSIOKLAHOMACITY.ORG	12/10/2013	Active	Public
LSIPROVIDENCE.COM	10/31/2013	Active	Public
LSIPROVIDENCE.INFO	10/31/2013	Active	Public
LSIPROVIDENCE.NET	10/31/2013	Active	Public
LSIPROVIDENCE.ORG	10/31/2013	Active	Public
LSISEATTLE.COM	10/31/2013	Active	Public
LSISEATTLE.INFO	10/31/2013	Active	Public
LSISEATTLE.NET	10/31/2013	Active	Public
LSISEATTLE.ORG	10/31/2013	Active	Public
NORTHAMERICANLASERSCOPICSPINEINSTITUTE.INFO	7/11/2013	Active	Public
NORTHAMERICANLASERSCOPICSPINEINSTITUTE.ORG	7/11/2013	Active	Public
SPINALDOCTORSSANANTONIO.COM	7/25/2013	Active	Public
SPINALDOCTORSSANANTONIO.INFO	7/25/2013	Active	Public
SPINALDOCTORSSANANTONIO.NET	7/25/2013	Active	Public
SPINALDOCTORSSANANTONIO.ORG	7/25/2013	Active	Public
SPINE-EXERCISES.CO	12/16/2013	Active	Public
SPINE-EXERCISES.INFO	12/16/2013	Active	Public
SPINE-EXERCISES.NET	12/16/2013	Active	Public
SPINEINSTITUTEATLANTA.COM	9/19/2013	Active	Public
SPINEINSTITUTECLEVELAND.COM	9/19/2013	Active	Public
SPINEINSTITUTEDENVER.COM	9/19/2013	Active	Public
SPINEINSTITUTEDENVER.NET	9/19/2013	Active	Public
SPINEINSTITUTEDENVERCOM.COM	9/19/2013	Active	Public
SPINEINSTITUTEDENVERCOM.NET	9/19/2013	Active	Public
SPINEINSTITUTEHOUSTON.COM	9/19/2013	Active	Public
SPINEINSTITUTEHOUSTON.NET	9/19/2013	Active	Public
SPINEINSTITUTENASHVILLE.COM	9/19/2013	Active	Public
SPINEINSTITUTEPHILADELPHIA.COM	9/19/2013	Active	Public
SPINEINSTITUTESTLOUIS.COM	9/19/2013	Active	Public
SPINEINSTITUTESTLOUIS.NET	9/19/2013	Active	Public

SPINEINSTITUTETAMPA.COM	9/19/2013	Active	Public
SPINEINSTITUTETAMPA.NET	9/19/2013	Active	Public
SPINESURGEONSSURGERY.COM	11/7/2013	Active	Public
SPINESURGEONSSURGERY.COM	11/7/2013	Active	Public
SPINESURGERYSANANTONIO.COM	7/25/2013	Active	Public
SPINESURGERYSANANTONIO.INFO	7/25/2013	Active	Public
SPINESURGERYSANANTONIO.NET	7/25/2013	Active	Public
SPINESURGERYSANANTONIO.ORG	7/25/2013	Active	Public
SPINESURGERYSURGEON.COM	11/7/2013	Active	Public
SPINESURGERYSURGEONS.COM	11/7/2013	Active	Public
CLMAVIATION.COM	2/6/2014	Active	Public
CLMAVIATION.INFO	2/7/2014	Active	Public
CLMAVIATION.NET	2/6/2014	Active	Public
CLMAVIATION.ORG	2/7/2014	Active	Public
DEVLSI.COM	2/4/2015	Active	Public
flexmedcredit.com	9/26/2015	Active	Public
flexmedcredit.info	9/26/2015	Active	Public
flexmedcredit.net	9/26/2015	Active	Public
flexmedcredit.org	9/26/2015	Active	Public
flexmedfinance.com	9/26/2015	Active	Public
flexmedfinance.info	9/26/2015	Active	Public
flexmedfinance.net	9/26/2015	Active	Public
flexmedfinance.org	9/26/2015	Active	Public
flexmedicalcredit.com	9/26/2015	Active	Public
flexmedicalfinance.com	9/26/2015	Active	Public
flexmedicalloans.com	9/26/2015	Active	Public
flexmedicalloans.net	9/26/2015	Active	Public
flexmedicalloans.org	9/26/2015	Active	Public
flexmedloans.com	9/26/2015	Active	Public
flexmedloans.net	9/26/2015	Active	Public
flexmedloans.org	9/26/2015	Active	Public
GIVEANDGRUB.COM	8/28/2014	Active	Private
GIVEANDGRUB.INFO	8/28/2014	Active	Private
GIVEANDGRUB.NET	8/28/2014	Active	Private
GIVEANDGRUB.ORG	8/28/2014	Active	Private
GIVEANDGRUBFOODTRUCK.COM	8/28/2014	Active	Public
GIVEGRUB.COM	4/16/2007	Active	Public
GIVEGRUB.INFO	9/9/2014	Active	Public
GIVEGRUB.ORG	9/9/2014	Active	Public
GIVEGRUBFOODTRUCK.COM	8/28/2014	Active	Public
GIVEGRUBS.COM	9/9/2014	Active	Public

GIVEGRUBS.INFO	9/9/2014	Active	Public
GIVEGRUBS.NET	9/9/2014	Active	Public
GIVEGRUBS.ORG	9/9/2014	Active	Public
GIVENGRUB.COM	8/29/2014	Active	Public
GIVESGRUB.COM	9/9/2014	Active	Public
GIVESGRUB.INFO	9/9/2014	Active	Public
GIVESGRUB.NET	9/9/2014	Active	Public
GIVESGRUB.ORG	9/9/2014	Active	Public
LASER-SPINE-INSTITUTE-CENTER.COM	12/19/2013	Active	Public
LASER-SPINE-PAIN-INSTITUTE.COM	1/7/2014	Active	Public
LASER-SPINESURGERY.COM	9/30/2010	Active	Public
LASERSPINE.ACADEMY	8/26/2014	Active	Public
LASERSPINE.BZ	8/26/2014	Active	Public
LASERSPINE.CARE	8/26/2014	Active	Public
LASERSPINE.CLINIC	8/26/2014	Active	Public
LASERSPINE.CLUB	8/26/2014	Active	Public
LASERSPINE.COM.AG	8/26/2014	Active	Public
LASERSPINE.COM.BZ	8/26/2014	Active	Public
LASERSPINE.COM.CO	8/26/2014	Active	Public
LASERSPINE.DIRECTORY	8/26/2014	Active	Public
LASERSPINE.EDUCATION	8/26/2014	Active	Public
LASERSPINE.EQUIPMENT	8/26/2014	Active	Public
LASERSPINE.INTERNATIONAL	8/26/2014	Active	Public
LASERSPINE.MANAGEMENT	8/26/2014	Active	Public
LASERSPINE.MARKETING	8/26/2014	Active	Public
LASERSPINE.MEDIA	8/26/2014	Active	Public
LASERSPINE.NET.BZ	8/26/2014	Active	Public
LASERSPINE.NET.CO	8/26/2014	Active	Public
LASERSPINE.NOM.CO	8/26/2014	Active	Public
LASERSPINE.SERVICES	8/26/2014	Active	Public
LASERSPINE.SOLUTIONS	8/26/2014	Active	Public
LASERSPINE.SUPPORT	8/26/2014	Active	Public
LASERSPINE.SYSTEMS	8/26/2014	Active	Public
LASERSPINE.TC	8/26/2014	Active	Public
LASERSPINE.TIPS	8/26/2014	Active	Public
LASERSPINE.TODAY	8/26/2014	Active	Public
LASERSPINE.TRAINING	8/26/2014	Active	Public
LASERSPINE.UNIVERSITY	4/1/2015	Active	Public
LASERSPINE.XYZ	8/26/2014	Active	Public
LASERSPINECARE.INSTITUTE	8/26/2014	Active	Public
LASERSPINECARE.ORG	8/26/2014	Active	Public

LASERSPINECENTER.ORG	8/26/2014	Active	Public
LASERSPINECOMERCIALS.COM	12/29/2014	Active	Public
LASERSPINECOMERCIALS.INFO	12/29/2014	Active	Public
LASERSPINECOMERCIALS.NET	12/29/2014	Active	Public
LASERSPINECOMERCIALS.ORG	12/29/2014	Active	Public
LASERSPINECOMMERCIAL.COM	12/29/2014	Active	Public
LASERSPINECOMMERCIAL.NET	12/29/2014	Active	Public
LASERSPINECOMMERCIAL.ORG	12/29/2014	Active	Public
LASERSPINECOMMERCIALS.COM	12/29/2014	Active	Public
LASERSPINECOMMERCIALS.INFO	12/29/2014	Active	Public
LASERSPINECOMMERCIALS.NET	12/29/2014	Active	Public
LASERSPINECOMMERCIALS.ORG	12/29/2014	Active	Public
LASERSPINEFOODTRUCK.COM	8/28/2014	Active	Public
LASERSPINEGIVEANDGRUB.COM	8/28/2014	Active	Public
LASERSPINEGIVEANDGRUB.INFO	8/28/2014	Active	Public
LASERSPINEGIVEANDGRUB.NET	8/28/2014	Active	Public
LASERSPINEGIVEANDGRUB.ORG	8/28/2014	Active	Public
LASERSPINEGROUP.INSTITUTE	8/26/2014	Active	Public
LASERSPINEINSTITUTE.BZ	8/26/2014	Active	Public
LASERSPINEINSTITUTE.CARE	8/26/2014	Active	Public
LASERSPINEINSTITUTE.CLINIC	8/26/2014	Active	Public
LASERSPINEINSTITUTE.CLOTHING	8/26/2014	Active	Public
LASERSPINEINSTITUTE.COM.AG	8/26/2014	Active	Public
LASERSPINEINSTITUTE.COM.BZ	8/26/2014	Active	Public
LASERSPINEINSTITUTE.COM.CO	8/26/2014	Active	Public
LASERSPINEINSTITUTE.DENTAL	8/26/2014	Active	Public
LASERSPINEINSTITUTE.DIRECTORY	8/26/2014	Active	Public
LASERSPINEINSTITUTE.EDUCATION	8/26/2014	Active	Public
LASERSPINEINSTITUTE.EMAIL	8/26/2014	Active	Public
LASERSPINEINSTITUTE.EQUIPMENT	8/26/2014	Active	Public
LASERSPINEINSTITUTE.ESTATE	8/26/2014	Active	Public
LASERSPINEINSTITUTE.EXPERT	8/26/2014	Active	Public
LASERSPINEINSTITUTE.GALLERY	8/26/2014	Active	Public
LASERSPINEINSTITUTE.INTERNATIONAL	8/26/2014	Active	Public
LASERSPINEINSTITUTE.LAND	8/26/2014	Active	Public
LASERSPINEINSTITUTE.MANAGEMENT	8/26/2014	Active	Public
LASERSPINEINSTITUTE.MARKETING	8/26/2014	Active	Public
LASERSPINEINSTITUTE.MEDIA	8/26/2014	Active	Public
LASERSPINEINSTITUTE.NET.CO	8/26/2014	Active	Public
LASERSPINEINSTITUTE.NOM.CO	8/26/2014	Active	Public
LASERSPINEINSTITUTE.PHOTOGRAPHY	8/26/2014	Active	Public



LASERSPINEINSTITUTE.PHOTOS	8/26/2014	Active	Public
LASERSPINEINSTITUTE.SERVICES	8/26/2014	Active	Public
LASERSPINEINSTITUTE.SOLUTIONS	8/26/2014	Active	Public
LASERSPINEINSTITUTE.SURGERY	8/26/2014	Active	Public
LASERSPINEINSTITUTE.SYSTEMS	8/26/2014	Active	Public
LASERSPINEINSTITUTE.TC	8/26/2014	Active	Public
LASERSPINEINSTITUTE.TECHNOLOGY	8/26/2014	Active	Public
LASERSPINEINSTITUTE.TIPS	8/26/2014	Active	Public
LASERSPINEINSTITUTE.TODAY	8/26/2014	Active	Public
LASERSPINEINSTITUTE.TRAINING	8/26/2014	Active	Public
LASERSPINEINSTITUTE.VISION	8/26/2014	Active	Public
LASERSPINEINSTITUTE.WORKS	8/26/2014	Active	Public
LASERSPINEINSTITUTEARENA.COM	12/19/2013	Active	Public
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totalspinecenters.org	4/19/2016	Active	Public
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## COPYRIGHTS AND COPYRIGHT LICENSES

### 5. Copyrights/Mask Works

Copyrights										
Registration #	Registration Date	Title	Type	Description	Copyright Claimant	Date of Creation	Date of Publication	Nation of Publication	Application Author	Attorney
TX0007720530	8/16/2013	Laser Back Surgery Experts Herniated Disc Spinal Stenosis Treatment	Text	Electronic file (eService)	Laser Spine Institute, LLC	2012	11/6/2012	United States	Laser Spine Institute, LLC, employer for hire; Citizenship: United States. Authorship: text, photograph(s)	Scott D. Locke, Dorf & Nelson LLP
TX0007720531	8/16/2013	Laser Spine Orthopedic Surgery Spinal Back Surgery Experts	Text	Electronic file (eService)	Laser Spine Institute, LLC	2010	11/7/2010	United States	Laser Spine Institute, LLC, employer for hire; Citizenship: United States. Authorship: text, photograph(s)	Scott D. Locke, Dorf & Nelson LLP
TXu001912428	10/24/2014	<a href="http://www.laserspineinstitute.com">www.laserspineinstitute.com</a>	Computer File	CD-ROM + Print Material	Laser Spine Institute, LLC	2014		United States	Laser Spine Institute, LLC, employer for hire; Domicile: United States. Authorship: text, photograph(s), compilation, artwork	Scott D. Locke, Dorf & Nelson LLP

**EXHIBIT A**

AMENDED CREDIT AGREEMENT

See attached.

CREDIT AGREEMENT

among

LASER SPINE INSTITUTE, LLC, LSI MANAGEMENT COMPANY, LLC, LASER SPINE  
INSTITUTE CONSULTING, LLC, and MEDICAL CARE MANAGEMENT SERVICES, LLC,  
as Borrowers

THE LENDERS FROM TIME TO TIME PARTY HERETO

and

TEXAS CAPITAL BANK, NATIONAL ASSOCIATION,  
as Administrative Agent, Swing Line Lender and L/C Issuer,

CAPITAL ONE, NATIONAL ASSOCIATION  
as Syndication Agent

BMO HARRIS BANK N.A.,  
COMPASS BANK, D/B/A BBVA COMPASS,  
REGIONS BANK,  
and  
FLORIDA COMMUNITY BANK, N.A.  
as Co-Documentation Agents

TEXAS CAPITAL BANK, NATIONAL ASSOCIATION  
and CAPITAL ONE, NATIONAL ASSOCIATION  
as Joint Lead Arrangers and Joint Book Runners

DATED AS OF JULY 2, 2015

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 DEFINITIONS.....	1
Section 1.1    Definitions.....	1
Section 1.2    Accounting Matters.....	28
Section 1.3    ERISA Matters.....	28
Section 1.4    Letter of Credit Amounts.....	28
Section 1.5    Other Definitional Provisions.....	28
Section 1.6    Interpretative Provision.....	29
Section 1.7    Times of Day.....	29
Section 1.8    Other Loan Documents.....	29
Section 1.9    Schedules.....	29
 ARTICLE 2 THE COMMITMENTS AND CREDIT EXTENSIONS.....	 30
Section 2.1    The Loans.....	30
Section 2.2    Letters of Credit.....	31
Section 2.3    Swing Line Loans.....	40
Section 2.4    Fees.....	43
Section 2.5    Payments Generally; Administrative Agent’s Clawback.....	43
Section 2.6    Evidence of Debt.....	44
Section 2.7    Cash Collateral.....	45
Section 2.8    Interest; Payment Terms.....	46
Section 2.9    Voluntary Termination or Reduction of Revolving Credit Commitments; Prepayments.....	48
Section 2.10   Uncommitted Increase in Term Loan Commitments.....	50
 ARTICLE 3 TAXES, YIELD PROTECTION AND INDEMNITY.....	 52
Section 3.1    Increased Costs.....	52
Section 3.2    Illegality.....	53
Section 3.3    Inability to Determine Rates.....	53
Section 3.4    Taxes.....	54
Section 3.5    Compensation for Losses.....	57
Section 3.6    Mitigation of Obligations; Replacement of Lenders.....	58
Section 3.7    Survival.....	59
 ARTICLE 4 SECURITY.....	 59
Section 4.1    Collateral.....	59
Section 4.2    Setoff.....	59
 ARTICLE 5 CONDITIONS PRECEDENT.....	 60
Section 5.1    Initial Extension of Credit.....	60
Section 5.2    All Extensions of Credit.....	62
 ARTICLE 6 REPRESENTATIONS AND WARRANTIES.....	 63
Section 6.1    Entity Existence.....	63
Section 6.2    Financial Statements; Etc.....	63



Section 6.3	Action; No Breach .....	63
Section 6.4	Operation of Business .....	63
Section 6.5	Litigation and Judgments.....	64
Section 6.6	Rights in Properties; Liens.....	64
Section 6.7	Enforceability.....	64
Section 6.8	Approvals.....	64
Section 6.9	Taxes.....	64
Section 6.10	Use of Proceeds; Margin Securities.....	64
Section 6.11	ERISA.....	65
Section 6.12	Disclosure .....	65
Section 6.13	Subsidiaries.....	65
Section 6.14	Agreements .....	65
Section 6.15	Compliance with Laws .....	65
Section 6.16	Inventory.....	67
Section 6.17	Regulated Entities.....	67
Section 6.18	Environmental Matters.....	67
Section 6.19	Intellectual Property.....	68
Section 6.20	Foreign Assets Control Regulations and Anti-Money Laundering .....	68
Section 6.21	Patriot Act.....	69
Section 6.22	Insurance.....	69
Section 6.23	Solvency.....	69
Section 6.24	Security Documents.....	69
Section 6.25	Businesses.....	69
Section 6.26	Labor Matters.....	69
Section 6.27	Fraud and Abuse.....	69
Section 6.28	Licensing and Accreditation .....	69
Section 6.29	Reimbursement from Medical Reimbursement Programs.....	70
Section 6.30	Medicare Notices and Filings Related to Health Care Business.....	70
ARTICLE 7 AFFIRMATIVE COVENANTS.....		71
Section 7.1	Reporting Requirements .....	71
Section 7.2	Maintenance of Existence; Conduct of Business.....	74
Section 7.3	Maintenance of Properties .....	74
Section 7.4	Taxes and Claims.....	74
Section 7.5	Insurance.....	75
Section 7.6	Inspection Rights .....	76
Section 7.7	Keeping Books and Records.....	76
Section 7.8	Compliance with Laws .....	76
Section 7.9	Compliance with Agreements.....	76
Section 7.10	Further Assurances; Post Closing .....	77
Section 7.11	ERISA.....	77
Section 7.12	Depository Relationship; Cash Reserve Account.....	77
Section 7.13	Additional Guarantors.....	77
ARTICLE 8 NEGATIVE COVENANTS .....		78
Section 8.1	Debt.....	78
Section 8.2	Limitation on Liens.....	80

Section 8.3	Mergers, Etc .....	81
Section 8.4	Restricted Payments.....	81
Section 8.5	Loans and Investments.....	81
Section 8.6	Limitation on Issuance of Equity .....	82
Section 8.7	Transactions With Affiliates .....	82
Section 8.8	Disposition of Assets .....	83
Section 8.9	Sale and Leaseback.....	83
Section 8.10	Prepayment of Debt .....	83
Section 8.11	Nature of Business .....	83
Section 8.12	Environmental Protection .....	83
Section 8.13	Accounting.....	83
Section 8.14	Burdensome Agreements .....	83
Section 8.15	Subsidiaries .....	84
Section 8.16	Amendments of Constituent Documents .....	84
Section 8.17	Hedge Agreements.....	84
Section 8.18	OFAC.....	84
Section 8.19	Holding Company.....	84
ARTICLE 9 FINANCIAL COVENANTS.....		85
Section 9.1	Leverage Ratio.....	85
Section 9.4	Debt Service Coverage Ratio.....	85
Section 9.8	Capital Expenditures.....	85
ARTICLE 10 DEFAULT .....		86
Section 10.1	Events of Default .....	86
Section 10.2	Remedies Upon Default.....	88
Section 10.3	Application of Funds.....	88
Section 10.4	Performance by Administrative Agent .....	89
ARTICLE 11 AGENCY .....		90
Section 11.1	Appointment and Authority .....	90
Section 11.2	Rights as a Lender.....	90
Section 11.3	Exculpatory Provisions .....	90
Section 11.4	Reliance by Administrative Agent.....	91
Section 11.5	Delegation of Duties .....	92
Section 11.6	Resignation of Administrative Agent .....	92
Section 11.7	Non-Reliance on Administrative Agent and Other Lenders.....	93
Section 11.8	Administrative Agent May File Proofs of Claim.....	94
Section 11.9	Collateral and Guaranty Matters.....	94
Section 11.10	Bank Product Agreements .....	95
ARTICLE 12 MISCELLANEOUS .....		96
Section 12.1	Expenses .....	96
Section 12.2	INDEMNIFICATION.....	97
Section 12.3	Limitation of Liability.....	97
Section 12.4	No Duty.....	98
Section 12.5	Lenders Not Fiduciary .....	98

Section 12.6	Equitable Relief .....	98
Section 12.7	No Waiver; Cumulative Remedies .....	98
Section 12.8	Successors and Assigns.....	99
Section 12.9	Survival.....	102
Section 12.10	Amendment.....	102
Section 12.11	Notices .....	103
Section 12.12	Governing Law; Venue; Service of Process .....	105
Section 12.13	Counterparts.....	106
Section 12.14	Severability .....	106
Section 12.15	Headings .....	106
Section 12.16	Construction.....	106
Section 12.17	Independence of Covenants .....	106
Section 12.18	WAIVER OF JURY TRIAL.....	106
Section 12.19	Additional Interest Provision .....	106
Section 12.20	Ceiling Election .....	107
Section 12.21	USA Patriot Act Notice .....	108
Section 12.22	Defaulting Lenders.....	108
Section 12.23	Sharing of Payments by Lenders .....	110
Section 12.24	Payments Set Aside.....	111
Section 12.25	Confidentiality .....	111
Section 12.26	Electronic Execution of Assignments and Certain Other Documents .....	112
Section 12.27	Independence of Covenants .....	112
Section 12.28	NOTICE OF FINAL AGREEMENT .....	112

## INDEX TO SCHEDULES

<u>Schedule</u>	<u>Description of Schedule</u>	<u>Section</u>
2.1	Commitments and Applicable Percentages	2.1
2.2	Existing Letters of Credit	2.2
6.4	Regulatory Approvals	6.4
6.5	Litigation and Judgments	6.5
6.6(b)	Leased Real Property (Lessee)	6.6
6.8	Approvals	6.8
6.13	Subsidiaries, Ventures, Etc.	6.13
6.19	Intellectual Property	6.19
6.28	Licensing and Accreditation	6.28
6.30	Medicare Notices and Filings Related to Healthcare Matters	6.30
7.10	Post Closing	
8.1	Existing Debt	8.1
8.2	Existing Liens	8.2
8.5	Existing Investments	8.5
8.7	Transactions with Affiliates	8.7
8.9	Sale Leaseback Transactions	8.9
8.19	Parent Assets	8.19
12.11	Notices	12.11

## INDEX TO EXHIBITS

<u>Exhibit</u>	<u>Description of Exhibit</u>	<u>Section</u>
A	Assignment and Assumption	1.1
B	Form of Borrowing Base Certificate	1.1
C	Compliance Certificate	1.1
D	Revolving Credit Borrowing Request	1.1
E	Revolving Credit Note	1.1
F	Swing Line Loan Request	1.1
G	Term Loan Borrowing Request	1.1
H	Term Loan Note	1.1
I	Tax Forms	3.4(g)

## CREDIT AGREEMENT

THIS CREDIT AGREEMENT (this “*Agreement*”), dated as of July 2, 2015, is among Laser Spine Institute, LLC, a Florida limited liability company (“LSI”), LSI Management Company, LLC, a Florida limited liability company (“LSI Management”), Laser Spine Institute Consulting, LLC, a Delaware limited liability company (“LSI Consulting”) and Medical Care Management Services, LLC, a Delaware limited liability company (“MCMS”) (each, a “*Borrower*”), the lenders from time to time party hereto (collectively, “*Lenders*” and individually, a “*Lender*”), and TEXAS CAPITAL BANK, NATIONAL ASSOCIATION, a national banking association, as Administrative Agent, Swing Line Lender and L/C Issuer.

### RECITALS

Borrowers have requested that Lenders extend credit to Borrowers as described in this Agreement. Lenders are willing to make such credit available to Borrowers upon and subject to the provisions, terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto agree as follows:

### **ARTICLE 1**

#### **DEFINITIONS**

Section 1.1 **Definitions.** As used in this Agreement, all exhibits, appendices and schedules hereto and in any note, certificate, report or other Loan Documents made or delivered pursuant to this Agreement, the following terms will have the meanings given such terms in this *Article 1* or in the provision, section or recital referred to below:

“*2017 Compliance Date*” means the date of delivery of the Compliance Certificate for the fiscal quarter ending March 31, 2017 evidencing Borrowers’ compliance with all covenants calculated therein and certifying that no Default or Event of Default exists or is continuing as of such date.

“*Account*” means an account, as defined in the UCC.

“*Account Debtor*” a Person obligated under an Account.

“*Accounts Formula Amount*” 70% of the face amount of Eligible Accounts.

“*Acquisition*” means the acquisition by any Person of (a) a majority of the equity interests of another Person, (b) all or substantially all of the assets of another Person or (c) all or substantially all of a business unit or line of business of another Person, in each case (i) whether or not involving a merger or consolidation with such other Person (other than a Person that is already a Subsidiary) and (ii) whether in one transaction or a series of related transactions.

“*Acquisition Consideration*” means the consideration given by any Borrower or any of its Subsidiaries for an Acquisition, including but not limited to the sum of (without duplication) (a) the fair market value of any cash, property (excluding equity interests) or services given, plus (b) the amount of any Debt assumed, incurred or guaranteed (to the extent not otherwise included) in connection with such Acquisition by Parent or any of its Subsidiaries.

“**Adjusted LIBOR**” means, with respect to any Portion for any Interest Period or day, as applicable, an interest rate per annum equal to LIBOR for such Interest Period or day multiplied by the Statutory Reserve Rate.

“**Administrative Agent**” means Texas Capital Bank, National Association, in its capacity as administrative agent under any of the Loan Documents, until the appointment of a successor administrative agent pursuant to the terms of this Agreement and, thereafter, shall mean such successor administrative agent.

“**Administrative Questionnaire**” means an Administrative Questionnaire in a form supplied by Administrative Agent.

“**Affiliate**” means, as to any Person, any other Person (a) that directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with, such Person; (b) that directly or indirectly beneficially owns or holds 10% or more of any class of voting stock of such Person; or (c) 10% or more of the voting stock of which is directly or indirectly beneficially owned or held by such Person. The term “**control**” means the possession, directly or indirectly, of the power to direct or cause direction of the management or policies of a Person, whether through the ownership of voting securities, by contract, or otherwise; *provided, however*, in no event shall any Lender be deemed an Affiliate of Parent or any of its Subsidiaries or Affiliates.

“**Agent Parties**” means, collectively, Administrative Agent or any of its Related Parties.

“**Agreement**” has the meaning set forth in the introductory paragraph hereto, and includes all schedules, exhibits and appendices attached or otherwise identified therewith.

“**Applicable Margin**” means with respect to any Type of Loan, the margin set forth below, as determined by the Leverage Ratio for the then most recently ended fiscal quarter of the Borrowers:

Level	Leverage Ratio	Base Rate Portion	LIBOR Portion and Letter of Credit Fee	Commitment Fee
I	Greater than 4.00 to 1.00	4.00%	5.00%	0.50%
II	Greater than 3.00 to 1.00 but less than or equal to 4.00 to 1.00	3.50%	4.50%	0.50%
III	Less than or equal to 3.00 to 1.00	2.50%	3.50%	0.50%

As of the First Amendment Effective Date, the Applicable Margin shall be determined as if Level I were applicable. Thereafter, the margins shall be subject to increase or decrease upon receipt by Administrative Agent pursuant to **Section 7.1** of the financial statements and corresponding Compliance Certificate for the then most recently ended fiscal quarter, commencing with the fiscal quarter ending December 31, 2016, which change shall be effective on the first day of the calendar month following receipt. If, by the first day of such a month, any financial statement or Compliance Certificate due in the preceding month for the fiscal quarter then ended has not been received, then, at the option of Administrative Agent or at the request of the Required Lenders, the margins shall be determined as if Level I were applicable, from such day until the first day of the calendar month following actual receipt.

“**Applicable Percentage**” means (a) in respect of the Term Loan Facility, with respect to any Term Loan Lender at any time, the percentage (carried out to the twelfth decimal place) of the Term Loan Facility represented by such Term Loan Lender’s Term Loan Commitment at such time, and (b) in respect of the Revolving Credit Facility, with respect to any Revolving Credit Lender at any time, the percentage (carried out to the twelfth decimal place) of the Revolving Credit Facility represented by such Revolving Credit Lender’s Revolving Credit Commitment at such time; *provided* that if the Term Loan Commitments or the Revolving Credit Commitments have been terminated pursuant to the terms hereof, then the Applicable Percentage of each Lender with respect to the applicable Facility shall be determined based upon the Applicable Percentage of such Lender immediately prior to such termination and after giving effect to any subsequent assignments made pursuant to the terms hereof.

“**Applicable Rate**” means (a) in the case of a Portion bearing interest based upon the Base Rate, the Base Rate *plus* the Applicable Margin; and (b) in the case of a Portion bearing interest based upon LIBOR, LIBOR *plus* the Applicable Margin.

“**Approved Fund**” means any Fund that is administered or managed by (a) a Lender, (b) an Affiliate of a Lender or (c) an entity or an Affiliate of an entity that administers or manages a Lender.

“**Arrangers**” means Texas Capital Bank and GE Capital Markets, Inc. in their capacity as joint lead arrangers and joint book managers.

“**Assignment and Assumption**” means an assignment and assumption entered into by a Lender and an Eligible Assignee (with the consent of any party whose consent is required by **Section 12.8**), and accepted by Administrative Agent, in substantially the form of *Exhibit A* or any other form approved by Administrative Agent.

“**Auto-Extension Letter of Credit**” means a Letter of Credit that has automatic extension provisions.

“**Availability Reserve**” as of any date of determination the amount equal to the amounts set forth in the table below for the relevant period in respect of such date of determination.

Period	Availability Reserve
From the First Amendment Effective Date until December 31, 2016	\$10,000,000
From January 1, 2017 to but excluding the 2017 Compliance Date	\$5,000,000
From the 2017 Compliance Date until the Maturity Date	\$0.00

“**Bank Product Agreements**” means those certain agreements entered into from time to time between any Obligated Party and a Lender or its Affiliate in connection with any of the Bank Products, including without limitation, Hedge Agreements.

“**Bank Product Obligations**” means all obligations, liabilities, contingent reimbursement obligations, fees, and expenses owing by any Obligated Party to any Lender or its Affiliate pursuant to or evidenced by the Bank Product Agreements and irrespective of whether for the payment of money,

whether direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, and including all such amounts that an Obligated Party is obligated to reimburse to any Lender or its Affiliate as a result of such Lender or its Affiliate purchasing participations or executing indemnities or reimbursement obligations with respect to the Bank Products provided to any Obligated Party pursuant to the Bank Product Agreements. For the avoidance of doubt, the Bank Product Obligations arising under any Hedge Agreement shall be determined by the Hedge Termination Value thereof.

**“Bank Product Provider”** means any Person that, at the time it enters into a Bank Product Agreement is a Lender or an Affiliate of a Lender, in its capacity as a party to such Bank Product Agreement.

**“Bank Products”** means any service provided to, facility extended to, or transaction entered into with, any Obligated Party by any Lender or its Affiliate consisting of (a) deposit accounts, (b) cash management services, including treasury, depository, return items, overdraft, controlled disbursement, merchant store value cards, e-payables services, electronic funds transfer, interstate depository network, automatic clearing house transfer (including the Automated Clearing House processing of electronic funds transfers through the direct Federal Reserve Fedline system) and other cash management arrangements maintained with any Lender or its Affiliates, (c) debit cards, stored value cards, and credit cards (including commercial credit cards (including so-called “procurement cards” or “P-cards”)) and debit card and credit card processing services or (d) Hedge Agreements.

**“Base Rate”** means, for any day, a rate of interest per annum equal to the highest of (a) the Prime Rate for such day; (b) the sum of the Federal Funds Rate for such day *plus* one half of one percent (0.5%); and (c) Adjusted LIBOR for such day *plus* one percent (1.00%).

**“Base Rate Portion”** means each Portion bearing interest based on the Base Rate.

**“Borrower”** means the Person identified as such in the introductory paragraph hereto, and its successors and assigns to the extent permitted by **Section 12.8**.

**“Borrower Representative”** has the meaning set forth in **Section 1.10**.

**“Borrowing”** means a Revolving Credit Borrowing, a Swing Line Borrowing, or a Term Loan Borrowing, as the context may require.

**“Borrowing Base”** means, as of any date, an amount equal to the lesser of (a) (i) the aggregate Revolving Credit Commitments minus (ii) the Availability Reserve and (b) the Accounts Formula Amount.

**“Borrowing Base Certificate”** a certificate substantially in the form of Exhibit B.

**“Borrowing Request”** means a Revolving Credit Borrowing Request or a Term Loan Borrowing Request, as applicable.

**“Business Day”** means (a) for all purposes, a weekday, Monday through Friday, except a legal holiday or a day on which banking institutions in Dallas, Texas are authorized or required by law to be closed, and (b) for purposes of any LIBOR Portion, a day that satisfies the requirements of *clause (a)* and that is a day on which commercial banks in the City of London, England are open for business and dealing in offshore Dollars. Unless otherwise provided, the term “days” when used herein means calendar days.



**“Capital Expenditure”** means, for any period, with respect to any Person, the aggregate of all expenditures by such Person and its Subsidiaries for the acquisition or leasing (pursuant to a Capital Lease) of fixed or capital assets that are required to be capitalized under GAAP on a consolidated balance sheet of such Person and its Subsidiaries, excluding, without duplication, any such expenditures to the extent constituting (a) expenditures of insurance proceeds to acquire or repair any asset, or (b) leasehold improvement expenditures for which any Borrower or a Subsidiary is reimbursed by the lessor sublessor or sublessee; provided that, the Highwoods TI Payments shall not constitute Capital Expenditures hereunder.

**“Capitalized Lease Obligation”** means, with respect to any Person, the amount of Debt under a lease of Property by such Person that would be shown as a liability on a balance sheet of such Person prepared for financial reporting purposes in accordance with GAAP, provided, that notwithstanding anything else herein to the contrary and notwithstanding any change in GAAP, no obligation in respect of any lease that is or would be characterized as an operating lease (i.e., and not a capital lease) under GAAP as in effect on the date hereof will be considered a Capitalized Lease Obligation hereunder.

**“Cash Collateralize”** means to pledge and deposit with or deliver to Administrative Agent, for the benefit of one or more of L/C Issuer or Revolving Credit Lenders, as collateral for L/C Obligations or obligations of Revolving Credit Lenders to fund participations in respect of L/C Obligations, cash or deposit account balances or, if Administrative Agent and L/C Issuer shall agree in their sole discretion, other credit support, in each case pursuant to documentation in form and substance reasonably satisfactory to Administrative Agent and L/C Issuer. “Cash Collateral” shall have a meaning correlative to the foregoing and shall include the proceeds of such cash collateral and other credit support.

**“Cash Interest Expense”** means, for any Person for any period, total interest expense in respect of all outstanding Debt actually paid in cash or that is payable in cash by such Person during such period, including, without limitation, all commissions, discounts, and other fees and charges with respect to letters of credit and all net costs under Hedge Agreements in respect of interest rates to the extent such costs are allocable to such period, but excluding interest expense not payable in cash, all as determined in accordance with GAAP.

**“Cash On Hand”** means all of the Borrowers’ cash on hand represented by the book balance (bank balance, net of outstanding checks) of deposit accounts maintained with Administrative Agent (other than the Cash Reserve Account).

**“Cash Reserve Account”** means a restricted access deposit account maintained at Administrative Agent in an amount of at least \$2,606,202.46.

**“Change in Law”** means the occurrence, after the date of this Agreement, of any of the following: (a) the adoption or taking effect of any law, rule, regulation or treaty, (b) any change in any law, rule, regulation or treaty or in the administration, interpretation, implementation or application thereof by any Governmental Authority or (c) the making or issuance of any request, rule, guideline or directive (whether or not having the force of law) by any Governmental Authority; *provided* that notwithstanding anything herein to the contrary, (i) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (ii) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a “**Change in Law**”, regardless of the date enacted, implemented, adopted or issued.

“**Change of Control**” means an event or series of events by which:

(a) Sponsor Group shall cease for any reason to have record and beneficial ownership of at least 51% of the equity securities of Parent; or

(b) Sheridan Group (or its representatives) ceases to hold a majority of the voting power of the board of directors of Parent; or

(c) subject to **Section 8.3**, Parent shall cease for any reason to have record and beneficial ownership of 100% of the membership interests of each Borrower, or Borrowers cease to have record and beneficial ownership of 100% of the membership interests of each Subsidiary (excluding CLM Aviation).

“**CLM Aviation**” means CLM Aviation, LLC, a Florida limited liability company.

“**Closing Date**” means the date of this Agreement.

“**Closing Date Distribution**” means cash distribution by Parent to its shareholders on the Closing Date or within thirty (30) days thereafter in the amount of \$115,000,000, less the amount of payments made under the Ownership Appreciation Plan on the Closing Date or within thirty (30) days thereafter.

“**CMS**” means the Centers for Medicare & Medicaid Services, a federal agency within HHS, and any successor thereof and any predecessor thereof, including the Health Care Financing Administration.

“**Code**” means the Internal Revenue Code of 1986, as amended.

“**Collateral**” means substantially all of the Property of Borrower and its Subsidiaries and the other Obligated Parties as described in the Security Documents and 100% of the equity interests in Borrower owned by Parent and any other Person, together with any other Property and collateral described in the Security Documents, including, among other things, the Mortgaged Properties (as defined in the Mortgages) and any other Property which may now or hereafter secure the Obligations or any part thereof.

“**Commitment**” means a Term Loan Commitment or a Revolving Credit Commitment, as the context may require.

“**Commodity Exchange Act**” means the Commodity Exchange Act (7 U.S.C. § 1 *et seq.*), as amended from time to time, and any successor statute.

“**Communications**” means, collectively, any notice, demand, communication, information, document or other material provided by or on behalf of Borrower Representative pursuant to any Loan Document or the transactions contemplated therein which is distributed to Administrative Agent, any Lender, L/C Issuer or Swing Line Lender by means of electronic communications pursuant to **Section 12.11(d)**, including through the Platform.

“**Compliance Certificate**” means a certificate, substantially in the form of **Exhibit C**, or in any other form agreed to by the Borrower Representative and Administrative Agent, prepared by and certified by a Responsible Officer of the Borrower Representative.

“**Connection Income Taxes**” means Other Connection Taxes that are imposed on or measured by net income (however denominated) or that are franchise Taxes or branch profits Taxes.

**“Constituent Documents”** means (a) in the case of a corporation, its articles or certificate of incorporation and bylaws; (b) in the case of a general partnership, its partnership agreement; (c) in the case of a limited partnership, its certificate of limited partnership or certificate of formation, as applicable, and partnership agreement; (d) in the case of a trust, its trust agreement; (e) in the case of a joint venture, its joint venture agreement; (f) in the case of a limited liability company, its articles of organization, operating agreement, regulations and/or other organizational and governance documents and agreements; and (g) in the case of any other entity, its organizational and governance documents and agreements.

**“Contract Provider”** means any Person or any employee, agent or subcontractor of such Person who provides professional health care services under or pursuant to any employment arrangement or contract with any Borrower or any Subsidiary.

**“Core Business”** means (a) health care services related to conditions of the spine, including procedures, techniques and equipment and (b) all businesses related and incidental thereto, including but not limited to, chiropractic, physiatry, or other associated medical specialties, whether provided outpatient or in a specialty hospital.

**“Credit Extension”** means each of (a) a Borrowing and (b) an L/C Credit Extension.

**“Debt”** means, of any Person as of any date of determination (without duplication): (a) all obligations of such Person for borrowed money; (b) all obligations of such Person evidenced by bonds, notes, debentures, or other similar instruments; (c) all obligations of such Person to pay the deferred purchase price of Property or services, except trade accounts payable of such Person in the ordinary course of business that are not past due by more than ninety (90) days; (d) all Capitalized Lease Obligations of such Person; (e) all Debt or other obligations of others Guaranteed by such Person; (f) all obligations secured by a Lien existing on Property owned by such Person, whether or not the obligations secured thereby have been assumed by such Person or are non-recourse to the credit of such Person; (g) any other obligation for borrowed money or other financial accommodations which in accordance with GAAP would be shown as a liability on the balance sheet of such Person; (h) any repurchase obligation or liability of a Person with respect to Accounts, chattel paper or notes receivable sold by such Person; (i) any liability under a sale and leaseback transaction that is not a Capitalized Lease Obligation; (j) any obligation under any so called “synthetic leases;” (k) any obligation arising with respect to any other transaction that is the functional equivalent of borrowing but which does not constitute a liability on the balance sheets of a Person; (l) all payment and reimbursement obligations of such Person (whether contingent or otherwise) in respect of letters of credit, bankers’ acceptances, surety or other bonds and similar instruments; (m) all liabilities of such Person in respect of unfunded vested benefits under any Plan; (n) all net Hedge Obligations of such Person, valued at the Hedge Termination Value thereof; and (o) all obligations of such Person to purchase, redeem, retire, defease or otherwise make any payment in respect of any equity interests in such Person or any other Person, valued, in the case of redeemable preferred stock interests, at the greater of its voluntary or involuntary liquidation preference plus all accrued and unpaid dividends; provided that, notwithstanding the foregoing the Highwoods TI Payments shall not constitute Debt hereunder.

For all purposes, the Debt of any Person shall include the Debt of any partnership or joint venture (other than a joint venture that is itself a corporation or limited liability company) in which such Person is a general partner or a joint venturer, unless such Debt is expressly made non-recourse to such Person.

**“Debt Service”** means, for any Person for any period, the sum of all regularly scheduled principal payments (excluding payments pursuant to **Sections 2.9(c)** and **2.9(d)**) and all Cash Interest Expense that are paid or payable during such period in respect of all Debt of such Person (other than scheduled payments of principal on Debt which pay such Debt in full, but only to the extent such final payment is greater than the scheduled principal payment immediately preceding such final payment).

“**Debtor Relief Laws**” means Title 11 of the United States Code, as now or hereafter in effect, or any other applicable law, domestic or foreign, as now or hereafter in effect, relating to bankruptcy, insolvency, liquidation, receivership, reorganization, assignment for the benefit of creditors, moratorium, arrangement or composition, extension or adjustment of debts, or similar Laws affecting the rights of creditors.

“**Default**” means an Event of Default or the occurrence of an event or condition which with notice or lapse of time or both would become an Event of Default.

“**Default Interest Rate**” means (a) when used with respect to Obligations other than Letter of Credit Fees, an interest rate equal to (i) the Base Rate *plus* (ii) the Applicable Margin, if any, applicable to a Base Rate Portion *plus* (iii) three percent (3.00%) per annum; *provided, however*, that with respect to a LIBOR Portion, the Default Interest Rate shall be an interest rate equal to the interest rate (including any Applicable Margin) otherwise applicable to such Portion *plus* three percent (3.00%) per annum, and (b) when used with respect to Letter of Credit Fees, a rate equal to the Applicable Margin *plus* three percent (3.00%) per annum; *provided, however*, in no event shall the Default Interest Rate exceed the Maximum Rate.

“**Defaulting Lender**” means, subject to **Section 12.22(b)**, any Lender that (a) has failed to (i) fund all or any portion of its Loans within two (2) Business Days of the date such Loans were required to be funded hereunder unless such Lender notifies Administrative Agent and Borrower Representative in writing that such failure is the result of such Lender’s determination that one or more conditions precedent to funding (each of which conditions precedent, together with any applicable default, shall be specifically identified in such writing) has not been satisfied, or (ii) pay to Administrative Agent or any other Lender any other amount required to be paid by it hereunder (including in respect of its participation in Letters of Credit or Swing Line Loans) within two (2) Business Days of the date when due, (b) has notified Borrower Representative, Administrative Agent, L/C Issuer or Swing Line Lender in writing that it does not intend to comply with its funding obligations hereunder, or has made a public statement to that effect (unless such writing or public statement relates to such Lender’s obligation to fund a Loan hereunder and states that such position is based on such Lender’s determination that a condition precedent to funding (which condition precedent, together with any applicable default, shall be specifically identified in such writing or public statement) cannot be satisfied), (c) has failed, within three (3) Business Days after written request by Administrative Agent or Borrower Representative, to confirm in writing to Administrative Agent and Borrower Representative that it will comply with its prospective funding obligations hereunder (*provided* that such Lender shall cease to be a Defaulting Lender pursuant to this **clause (c)** upon receipt of such written confirmation by Administrative Agent and Borrower Representative), or (d) has, or has a direct or indirect parent company that has, (i) become the subject of a proceeding under any Debtor Relief Law, or (ii) had appointed for it a receiver, custodian, conservator, trustee, administrator, assignee for the benefit of creditors or similar Person charged with reorganization or liquidation of its business or assets, including the Federal Deposit Insurance Corporation or any other state or federal regulatory authority acting in such a capacity; *provided* that a Lender shall not be a Defaulting Lender solely by virtue of the ownership or acquisition of any equity interest in that Lender or any direct or indirect parent company thereof by a Governmental Authority so long as such ownership interest does not result in or provide such Lender with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permit such Lender (or such Governmental Authority) to reject, repudiate, disavow or disaffirm any contracts or agreements made with such Lender. Any determination by Administrative Agent that a Lender is a Defaulting Lender under any one or more of **clauses (a)** through **(d)** above shall be conclusive and binding absent manifest error, and such Lender shall be deemed to be a Defaulting Lender (subject to **Section 12.22(b)**) upon delivery of written notice of such determination to Borrower Representative and each Lender.

“**Disposition**” means any sale, lease, sub-lease, transfer, assignment, conveyance, release, loss or other disposition of any interest in Property, or of any interest in a Subsidiary that owns Property, in any transaction or event or series of transactions or events, and “**Dispose**” has the correlative meaning thereto; provided, however, that the foregoing shall not include any such dispositions between any Borrower or any Guarantor and any other Borrower or any other Guarantor.

“**Dollars**” and “**\$**” mean lawful money of the United States of America.

“**EBITDA**” shall mean Net Income of the Borrowers on a consolidated basis in accordance with GAAP, plus without duplication, to the extent included in the calculation of Net Income for such period:

(1) interest expense;

(2) depreciation;

(3) amortization;

(4) all taxes on or measured by income and franchise or similar taxes (including Permitted Tax Distributions);

(5) all non-cash losses or expenses (or minus non-cash income or gain), including, without limitation, non-cash adjustments resulting from the application of purchase accounting, expenses arising from Ownership Appreciation Payments, non-cash impairment of goodwill and other long term intangible assets, unrealized non-cash losses (or minus unrealized non-cash gains) under Hedge Agreements, unrealized non-cash losses (or minus unrealized non-cash gains) in such period due solely to fluctuations in currency values, but excluding any non-cash loss or expense (i) that is an accrual of a reserve for a cash expenditure or payment to be made, or anticipated to be made, in a future period or (ii) relating to a write-down, write off or reserve with respect to Accounts (other than retainage amounts withheld in the ordinary course of business);

(6) fees and reasonable and documented out-of-pocket expenses incurred in connection with any amendments or waivers to or other documentation related to the Credit Agreement (as amended), the other Loan Documents, the Existing Subordinated Debt and/or the First Amendment Equity Investment, to the extent such fees and expenses have been disclosed to Administrative Agent;

(7) one-time non-recurring or unusual expenses including, without limitation, severance costs, lease termination costs, relocation costs, recruiting costs, restructuring charges and other one-time expenses not otherwise added back to EBITDA and certified as such in a certificate of a Responsible Officer of the Borrower Representative describing such expenses in reasonable detail (collectively, “Non-Recurring Expenses”) in an aggregate amount of actual Non-Recurring Expenses (with such Non-Recurring Expenses being expressly excluded from the annualization of four quarter EBITDA for the fiscal periods ending March 31, 2017, June 30, 2017 or September 30, 2017 as provided in the definition of “Leverage Ratio” and/or **Section 9.2** hereof) during the term of this Agreement not to exceed the greater of (i) six million dollars (\$6,000,000) and (ii) fifteen percent (15%) of EBITDA (calculated before the addback for Non-Recurring Expenses), based on the calculation of EBITDA used for purposes of determining compliance with **Sections 9.1** and **9.2** hereof; and

(8) the amount of “run-rate” cost savings (the “Cost Savings”) projected by the Borrower Representative in good faith and certified by a Responsible Officer of the Borrower Representative in writing and approved by Agent (with such approval not to be unreasonably conditioned, withheld or delayed; and provided that Agent shall be deemed to consent to any

proposed cost savings if Agent does not respond to the Borrower Representative within seven (7) days after receiving the foregoing certification from the Borrower Representative) to result from actions taken prior to the last day of such measurement period with respect to asset dispositions (including sale-leasebacks), integrating, consolidating or discontinuing operations, headcount reductions, or closure of facilities, which cost savings shall be calculated on a pro forma basis as though such cost savings had been realized on the first day of such period, net of the amount of actual benefits realized during such period from such actions; provided that (i) a Responsible Officer of the Borrower Representative shall have provided a reasonably detailed statement or schedule of such Cost Savings and shall have certified to Administrative Agent that (x) such cost savings are reasonably identifiable, reasonably attributable to the actions specified and reasonably anticipated to result from such actions and (y) such actions have been taken, are ongoing and the benefits resulting therefrom are anticipated by the Borrower Representative to be realized within twelve (12) months from the date thereof and (ii) no cost savings shall be added pursuant to this addback to the extent duplicative of any expenses or charges relating to such cost savings that are otherwise added back in the calculation of EBITDA for such period.

**“Eligible Account”** an Account owing to a Borrower or any Subsidiary that arises in the ordinary course of business from the sale of goods or rendition of services and is payable in Dollars, provided that no Account shall be an Eligible Account if (a) it is unpaid for more than 180 days after the original service date; (b) an Insolvency Proceeding has been commenced by or against the Account Debtor; or the Account Debtor has suspended operations or ceased doing business, is liquidating, dissolving or winding up its affairs, has admitted in writing to an Obligated Party that it is not Solvent, or is subject to any country’s sanctions program or specially designated nationals list maintained by the Office of Foreign Assets Control of the U.S. Treasury Department; or the Borrowers or their Subsidiaries are not able to bring suit or enforce remedies against the Account Debtor through judicial process; or (c) the Account Debtor has made a partial payment (but only for this clause (c) to the extent of such partial payment).

**“Eligible Assignee”** means any Person that meets the requirements to be an assignee under **Section 12.8(b)(iii)**, (v) and (vi) (subject to such consents, if any, as may be required under **Section 12.8(b)(iii)**).

**“Environmental Laws”** means any and all federal, state, and local Laws, regulations, judicial decisions, orders, decrees, plans, rules, permits, licenses, and other governmental restrictions and requirements pertaining to health, safety, or the environment, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601 et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 et seq., the Occupational Safety and Health Act, 29 U.S.C. § 651 et seq., the Clean Air Act, 42 U.S.C. § 7401 et seq., the Clean Water Act, 33 U.S.C. § 1251 et seq., and the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.

**“Environmental Liabilities”** means, as to any Person, all liabilities, obligations, responsibilities, Remedial Actions, losses, damages, punitive damages, consequential damages, treble damages, costs, and expenses (including, without limitation, all reasonable fees, disbursements and expenses of counsel, expert and consulting fees and costs of investigation and feasibility studies), fines, penalties, sanctions, and interest incurred as a result of any claim or demand, by any Person, whether based in contract, tort, implied or express warranty, strict liability, criminal or civil statute, including any Environmental Law, permit, order or agreement with any Governmental Authority or other Person, arising from environmental, health or safety conditions or the Release or threatened Release of a Hazardous Material into the environment, resulting from the past, present, or future operations of such Person or its Affiliates.

**“ERISA”** means the Employee Retirement Income Security Act of 1974.

**“ERISA Affiliate”** means any corporation or trade or business which is a member of the same controlled group of corporations (within the meaning of *Section 414(b)* of the Code) as an Obligated Party or is under common control (within the meaning of *Section 414(c)* of the Code and *Sections 414(m)* and *(o)* of the Code for purposes of the provisions relating to *Section 412* of the Code) with an Obligated Party.

**“ERISA Event”** means (a) a Reportable Event with respect to a Plan, (b) a withdrawal by any Obligated Party or any ERISA Affiliate from a Plan subject to *Section 4063* of ERISA during a plan year in which it was a substantial employer (as defined in *Section 4001(a)(2)* of ERISA) or a cessation of operations which is treated as such a withdrawal under *Section 4062(e)* of ERISA, (c) a complete or partial withdrawal by any Obligated Party or any ERISA Affiliate from a Multiemployer Plan or notification that a Multiemployer Plan is in reorganization, (d) the filing of a notice of intent to terminate, the treatment of a Plan amendment as a termination under *Section 4041(c)* or *4041A* of ERISA, or the commencement of proceedings by the PBGC to terminate a Plan or Multiemployer Plan, (e) the occurrence of an event or condition which constitutes grounds under *Section 4042* of ERISA for the termination of, or the appointment of a trustee to administer, any Plan or Multiemployer Plan, (f) the imposition of any liability to the PBGC under Title IV of ERISA, other than for PBGC premiums due but not delinquent under *Section 4007* of ERISA, upon any Obligated Party or any ERISA Affiliate, (g) the failure of any Obligated Party or ERISA Affiliate to meet any funding obligations with respect to any Plan or Multiemployer Plan, or (h) the determination that a Plan is considered an at-risk plan within the meaning of *Section 303* of ERISA and *Section 430* of the Code.

**“Event of Default”** has the meaning set forth in *Section 10.1*.

**“Excess Cash Flow”** means, for Borrower and its Subsidiaries, on a consolidated basis, for the prior twelve-month period, (a) EBITDA, *minus* (b) actual taxes paid during such period (including all Permitted Tax Distributions made during such period), *minus* (c) actual Cash Interest Expense paid during such period, *minus* (d) regularly scheduled principal payments and any voluntary prepayments made on any Term Loan, *minus* (e) all Unfinanced Capital Expenditures paid in cash during such period to the extent permitted by *Section 9.3* *minus* (f) all amounts added back to EBITDA pursuant to clauses (5), (6), (7) and (8) of the definition thereof. Notwithstanding anything contained herein to the contrary, Excess Cash Flow for 2015 shall be computed for the period from July 1, 2015 to December 31, 2015.

**“Excess Cash Flow Percentage”** means fifty percent (50.0%).

**“Excluded Entities”** means Marodyne and CLM Aviation.

**“Excluded Issuances”** means any issuance of stock or equity interests by (a) an Obligated Party (i) to another Obligated Party or (ii) to any officer, director, manager or employee of an Obligated Party in an aggregate amount not to exceed two percent (2%) of the aggregate outstanding stock or equity interests of the applicable Obligated Party per calendar year, or (b) by Parent (i) upon conversion of any the Subordinated Debt, including the Existing Subordinated Debt and any other Subordinated Debt issued pursuant to the First Amendment Equity Investment, into equity interests in Parent in accordance with the terms thereof, (ii) in connection with the Rights Offering or (iii) resulting in net proceeds after the First Amendment Effective Date of not more than \$10,000,000 in the aggregate (less the amount of Subordinated Debt issued pursuant to *Section 8.1(n)(ii)*).

**“Excluded Swap Obligation”** means, with respect to Borrower or any Guarantor, any Swap Obligation if, and to the extent that, all or a portion of the Guaranty of Borrower or such Guarantor of, or the grant by Borrower or such Guarantor of a Lien to secure, such Swap Obligation (or any Guaranty thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by

virtue of Borrower or such Guarantor's failure for any reason to constitute an "eligible contract participant" as defined in the Commodity Exchange Act (determined after giving effect to any "keepwell, support or other agreement" for the benefit of Borrower or such Guarantor and any and all guarantees of Borrower's or such Guarantor's Swap Obligations by Borrower or any other Guarantor) at the time the Guaranty of Borrower or such Guarantor, or a grant by Borrower or such Guarantor of a Lien, becomes effective with respect to such Swap Obligation. If a Swap Obligation arises under a master agreement governing more than one swap, such exclusion shall apply only to the portion of such Swap Obligation that is attributable to swaps for which such Guaranty or Lien is or becomes excluded in accordance with the first sentence of this definition.

**"Excluded Taxes"** means any of the following Taxes imposed on or with respect to a Recipient or required to be withheld or deducted from a payment to a Recipient, (a) Taxes imposed on or measured by net income (however denominated), franchise Taxes, and branch profits Taxes, in each case, (i) imposed as a result of such Recipient being organized under the Laws of, or having its principal office or, in the case of any Lender, its applicable lending office located in, the jurisdiction imposing such Tax (or any political subdivision thereof) or (ii) that are Other Connection Taxes, (b) in the case of a Lender, U.S. federal withholding Taxes imposed on amounts payable to or for the account of such Lender with respect to an applicable interest in a Loan or Commitment pursuant to a law in effect on the date on which (i) such Lender acquires such interest in such Loan or Commitment (other than pursuant to an assignment request by Borrower Representative under **Section 3.6(b)**) or (ii) such Lender changes its lending office, except in each case to the extent that, pursuant to **Section 3.4**, amounts with respect to such Taxes were payable either to such Lender's assignor immediately before such Lender became a party hereto or to such Lender immediately before it changed its lending office, (c) Taxes attributable to such Recipient's failure to comply with **Section 3.4(g)** and (d) any U.S. federal withholding Taxes imposed under FATCA.

**"Exclusion Event"** means an event or events resulting in the mandatory and involuntary exclusion of any Borrower or any Subsidiary or any of the Facilities, from participation in any Government Medical Reimbursement Program.

**"Existing Credit Agreement"** means the Amended and Restated Credit Agreement dated October 29, 2013 among Parent, Texas Capital Bank, N.A., as agent and a syndicate of lenders, as amended prior to the date hereof.

**"Existing Subordinated Debt"** means indebtedness in an aggregate principal amount of \$13,000,002 outstanding under that certain Subordinated Loan Agreement, dated as of July 1, 2016, between Parent and the other parties thereto, as amended, plus all accrued interest thereon.

**"Extraordinary Receipt"** means any cash received by or paid to or for the account of Borrowers or any of their Subsidiaries not in the ordinary course of business and as a result of proceeds of property and casualty (or similar) (excluding business interruption insurance) insurance and condemnation awards (and payments in lieu thereof) but excluding (i) payments in respect of accounts receivable from insurance companies and (ii) payment or reimbursement of defense costs and similar expenses.

**"Facilities"** means, at any time, the facilities and real properties owned, leased or operated by any Obligated Party or any Subsidiary, from which any Obligated Party or any Subsidiary provides or furnishes goods or services.

**"Facility"** means the Term Loan Facility or the Revolving Credit Facility, as the context may require.

**"FATCA"** means *Sections 1471 through 1474* of the Code, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to



comply with), any current or future regulations or official interpretations thereof and any agreements entered into pursuant to *Section 1471(b)(1)* of the Code.

**“Federal Funds Rate”** means, for any day, the rate per annum (rounded upwards, if necessary, to the nearest 1/100 of 1%) equal to the weighted average of the rates on overnight federal funds transactions with members of the Federal Reserve System arranged by federal funds brokers on such day, as published by the Federal Reserve Bank of New York, on the Business Day next succeeding such day, *provided* that (a) if the day for which such rate is to be determined is not a Business Day, the Federal Funds Rate for such day shall be such rate on such transactions on the next preceding Business Day as so published on the next succeeding Business Day, and (b) if such rate is not so published for any day, the Federal Funds Rate for such day shall be the average rate charged to Administrative Agent on such day on such transactions as determined by Administrative Agent.

**“Fee Letter”** means the separate fee letter dated as of April 15, 2015 between Parent and Texas Capital Bank and any other fee letter among Borrowers and Administrative Agent and/or Texas Capital Bank concerning fees to be paid by Borrowers in connection with this Agreement including any amendments, restatements, supplements or modifications thereof. By its execution of this Agreement, each Lender acknowledges and agrees that Administrative Agent and/or Texas Capital Bank may elect to treat as confidential and not share with Lenders any Fee Letters executed from time to time in connection with this Agreement.

**“First Amendment Effective Date”** means November 18, 2016.

**“First Amendment Equity Investment”** means the investment in the Parent by one or more members of the Sponsor Group and other members of the Parent of not less than \$37,000,000 to be funded on the First Amendment Effective Date in the form of either new equity securities of Parent or Subordinated Debt issued by Parent, on terms reasonably satisfactory to Agent, convertible into equity securities of Parent.

**“Flood Insurance Regulations”** means (a) the National Flood Insurance Act of 1968, (b) the Flood Disaster Protection Act of 1973, (c) the National Flood Insurance Reform Act of 1994 (amending 42 USC 4001 et seq.), and (d) the Flood Insurance Reform Act of 2004, in each case as now or hereafter in effect or any successor statute thereto and including any regulations promulgated thereunder.

**“Foreign Lender”** means a Lender that is not a U.S. Person.

**“Fronting Exposure”** means, at any time there is a Defaulting Lender, (a) with respect to L/C Issuer, such Defaulting Lender’s Applicable Percentage of the Outstanding Amount of the L/C Obligations other than L/C Obligations as to which such Defaulting Lender’s participation obligation has been reallocated to other Lenders or Cash Collateralized in accordance with the terms hereof, and (b) with respect to Swing Line Lender, such Defaulting Lender’s Applicable Percentage of the Outstanding Amount of Swing Line Loans other than Swing Line Loans as to which such Defaulting Lender’s participation obligation has been reallocated to other Lenders in accordance with the terms hereof.

**“Fund”** means any Person (other than a natural Person) that is (or will be) engaged in making, purchasing, holding or otherwise investing in commercial loans and similar extensions of credit in the ordinary course of its activities.

**“GAAP”** means generally accepted accounting principles, applied on a consistent basis, as set forth in opinions of the Accounting Principles Board of the American Institute of Certified Public Accountants and/or in statements of the Financial Accounting Standards Board and/or their respective successors and which are applicable in the circumstances as of the date of determination. Accounting

principles are applied on a “consistent basis” when the accounting principles applied in a current period are comparable in all material respects to those accounting principles applied in a preceding period or in accordance with *Section 1.2*.

“*Governmental Account Debtor*” means an account debtor making payments under Medicare, Medicaid and TRICARE and any other health care program operated by or financed in whole or in part by any foreign or domestic federal, state or local government.

“*Governmental Approvals*” means any and all governmental licenses, authorizations, registrations, permits, certificates, qualifications, consents and approvals required under any applicable Law and required in order for any Borrower or any of its Subsidiaries to carry on its business as now conducted or to consummate the transactions described herein (including any Acquisitions and the Loans made hereunder) or necessary in the sale, furnishing, or delivery of goods or services under Laws applicable to the business of any Borrower or any of its Subsidiaries, including without limitation, Healthcare Permits.

“*Governmental Authority*” means the government of the United States of America, or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court of competent jurisdiction, central bank, tribal body or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank), and any group or body charged with setting financial accounting or regulatory capital rules or standards (including without limitation, the Financial Accounting Standards Board, the Bank for International Settlements or the Basel Committee on Banking Supervision or any successor or similar authority to any of the foregoing).

“*Government Medical Reimbursement Programs*” means a collective reference to Medicare and TRICARE and any other health care program operated by or financed in whole or in part by any federal, state or local government, provided, however, that “Government Medical Reimbursement Programs” do *not* include any program under Title XIX of the Social Security Act, which provides federal grants to states for medical assistance based on specific eligibility criteria (“Medicaid”), as long as no Borrower nor any Subsidiary is currently, has ever been, or will be enrolled in any Medicaid program.

“*Guarantee*” by any Person means any obligation or liability, contingent or otherwise, of such Person directly or indirectly guaranteeing any Debt or other obligation of any other Person as well as any obligation or liability, direct or indirect, contingent or otherwise, of such Person (a) to purchase or pay (or advance or supply funds for the purchase or payment of) such Debt or other obligation or liability (whether arising by virtue of partnership arrangements, by agreement to keep-well, to purchase assets, goods, securities or services, to operate Property, to take-or-pay, or to maintain net worth or working capital or other financial statement conditions or otherwise) or (b) entered into for the purpose of indemnifying or assuring in any other manner the obligee of such Debt or other obligation or liability of the payment thereof or to protect the obligee against loss in respect thereof (in whole or in part); *provided* that the term *Guarantee* shall not include endorsements for collection or deposit in the ordinary course of business. The term “*Guarantee*” used as a verb has a corresponding meaning.

“*Guarantors*” means LSI Holdco LLC, a Delaware limited liability company and all existing and future direct and indirect domestic Subsidiaries of the Borrowers. For the avoidance of doubt, Marodyne shall be deemed not to constitute a Subsidiary of any Borrower.

“*Guaranty*” means a written guaranty of each Guarantor in favor of Administrative Agent, for the benefit of Lenders, in form and substance reasonably satisfactory to Administrative Agent.

**“Hazardous Material”** means any substance, product, waste, pollutant, material, chemical, contaminant, constituent, or other material which is or becomes listed, regulated, or addressed under any Environmental Law, including, without limitation, asbestos, petroleum, and polychlorinated biphenyls.

**“Healthcare Laws”** means all federal and state laws applicable to the businesses of any Borrower regulating the provision of and payment for health care items and services, including, as applicable, HIPAA, Section 1128B(b) of the Social Security Act, as amended, 42 U.S.C. Section 1320a-7b, commonly referred to as the “Federal Anti-Kickback Statute,” Section 1877 of the Social Security Act, as amended, 42 U.S.C. Section 1395nn, commonly referred to as “Stark Law,” PPACA, and all rules and regulations promulgated thereunder, including the Medicare Regulations.

**“Healthcare Permit”** means a Governmental Approval required under Healthcare Laws applicable to the business of any Borrower or any of its Subsidiaries or necessary in the sale, furnishing, or delivery of goods or services under Healthcare Laws applicable to the business of any Borrower or any of its Subsidiaries.

**“Hedge Agreement”** means (a) any and all interest rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, spot contracts, or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement, (b) any and all transactions of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement, or any other master agreement (any such master agreement, together with any related schedules and annexes, a **“Master Agreement”**) and (c) any and all Master Agreements and any and all related confirmations.

**“Hedge Obligations”** means, at any time with respect to any Person, all indebtedness, liabilities, and obligations of such Person under or in connection with any Hedge Agreement, whether actual or contingent, due or to become due and existing or arising from time to time.

**“Hedge Termination Value”** means, in respect of any one or more Hedge Agreements, after taking into account the effect of any legally enforceable netting agreement relating to such Hedge Agreements, (a) for any date on or after the date such Hedge Agreements have been closed out and settlement amounts, early termination amounts or termination value(s) determined in accordance therewith, such settlement amounts, early termination amounts or termination value(s), and (b) for any date prior to the date referenced in *clause (a)*, the amount(s) determined as the mark-to-market value(s) for such Hedge Agreements, as determined based upon one or more commercially reasonable mid-market or other readily available quotations provided by any dealer which is a party to such Hedge Agreement or any other recognized dealer in such Hedge Agreements (which may include a Lender or any Affiliate of a Lender).

**“HHS”** means the United States Department of Health & Human Services and any successor thereof.

**“HIPAA”** means the Health Insurance Portability and Accountability Act of 1996, Pub. L. 104-191, Aug. 21, 1996, 110 Stat. 1936.

“**Highwoods TI Payments**” means the payments set forth in that certain Second Amendment to Lease Agreement, dated as of September 26, 2016, by and between Highwoods Realty Limited Partnership and LSI Management Company, LLC, as in effect on the First Amendment Effective Date.

“**Honor Date**” has the meaning set forth in **Section 2.2(c)(i)**.

“**Increase Effective Date**” has the meaning set forth in **Section 2.10(d)**.

“**Indemnified Taxes**” means (a) Taxes, other than Excluded Taxes, imposed on or with respect to any payment made by or on account of any obligation of any Borrower under any Loan Document and (b) to the extent not otherwise described in **clause (a)**, Other Taxes.

“**Information**” has the meaning set forth in **Section 12.25**.

“**Intellectual Property**” means all copyrights, copyright licenses, patents, patent licenses, trademarks, trademark licenses and other types of intellectual property, in whatever form, now owned or hereafter acquired.

“**Interest Period**” means with respect to any LIBOR Portion, the period commencing on the date such Portion becomes a LIBOR Portion (whether by the making of a Loan or its continuation or conversion) and ending on the numerically corresponding day in the calendar month that is one (1), two (2), or three (3) months thereafter, as Borrower Representative may elect; *provided*, that (a) if any Interest Period would end on a day other than a Business Day, such Interest Period shall be extended to the next succeeding Business Day unless such next succeeding Business Day would fall in the next calendar month, in which case such Interest Period shall end on the next preceding Business Day and (b) any Interest Period pertaining to a LIBOR Portion that commences on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the last calendar month of such Interest Period) shall end on the last Business Day of the last calendar month of such Interest Period.

“**Interest Rate**” means the rate equal to the lesser of (a) the Maximum Rate and (b) the Applicable Rate.

“**IRS**” means the Internal Revenue Service or any entity succeeding to all or any of its functions.

“**ISP**” means, with respect to any Letter of Credit, the “International Standby Practices 1998” published by the Institute of International Banking Law & Practice, Inc. (or such later version thereof as may be in effect at the time of issuance).

“**Issuer Documents**” means, with respect to any Letter of Credit, the Letter of Credit Application, and any other document, agreement and instrument entered into by L/C Issuer and any Borrower (or any Subsidiary) or in favor of L/C Issuer and relating to such Letter of Credit.

“**L/C Advance**” means, with respect to each Revolving Credit Lender, such Revolving Credit Lender’s funding of its participation in any L/C Borrowing in accordance with its Applicable Percentage.

“**L/C Borrowing**” means an extension of credit resulting from a drawing under any Letter of Credit which has not been reimbursed by any Borrower on the date when made or refinanced as a Revolving Credit Borrowing.

“**L/C Credit Extension**” means, with respect to any Letter of Credit, the issuance thereof or extension of the expiry date thereof, or the increase of the amount thereof.

“**L/C Issuer**” means Texas Capital Bank in its capacity as issuer of Letters of Credit hereunder, or any successor issuer of Letters of Credit hereunder.

“**L/C Obligations**” means, as at any date of determination, the aggregate amount available to be drawn under all outstanding Letters of Credit plus the aggregate of all Unreimbursed Amounts, including all L/C Borrowings. For purposes of computing the amount available to be drawn under any Letter of Credit, the amount of such Letter of Credit shall be determined in accordance with **Section 1.4**. For all purposes of this Agreement, if on any date of determination a Letter of Credit has expired by its terms but any amount may still be drawn thereunder by reason of the operation of Rule 3.14 of the ISP, such Letter of Credit shall be deemed to be “outstanding” in the amount so remaining available to be drawn.

“**Laws**” means, collectively, all international, foreign, federal, state, provincial and local statutes, treaties, rules, guidelines, regulations, ordinances, codes and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administrative thereof, and all applicable administrative orders, directed duties, requests, licenses, authorizations and permits of, and agreements with, any Governmental Authority, in each case whether or not having the force of law (including Healthcare Laws).

“**Lease**” of any Person means all of the right, title and interest of such Person as lessee or licensee in, to and under leases or license of land, improvements and/or fixtures.

“**Lender**” and “**Lenders**” have the meanings set forth in the introductory paragraph hereto, and shall include Swing Line Lender and L/C Issuer, as the context may require.

“**Lending Office**” means, as to any Lender, the office or offices of such Lender described as such in such Lender’s Administrative Questionnaire, or such other office or offices as a Lender may from time to time notify Borrower Representative and Administrative Agent.

“**Letter of Credit**” means any standby letter of credit issued hereunder.

“**Letter of Credit Application**” means an application and agreement for the issuance or amendment of a Letter of Credit in the standard form from time to time in use by L/C Issuer.

“**Letter of Credit Expiration Date**” means the day that is five (5) Business Days prior to the Maturity Date for the Revolving Credit Facility.

“**Letter of Credit Fee**” has the meaning set forth in **Section 2.4(b)**.

“**Letter of Credit Sublimit**” means an amount equal to \$1,000,000. The Letter of Credit Sublimit is part of, and not in addition to, the Revolving Credit Commitments.

“**Leverage Ratio**” means, as of any date of determination, the ratio of (a) all Debt of Borrowers and their Subsidiaries, other than Subordinated Debt permitted under **Section 8.1(n)**, as of such date minus the Cash Reserve Account balance as of such date to (b) EBITDA of Borrowers and their Subsidiaries for the four fiscal quarters most recently ended; provided that, for purposes of calculating the Leverage Ratio in determining compliance with Section 9.1, (i) EBITDA for the fiscal quarter ending March 31, 2017, shall be EBITDA for such fiscal quarter multiplied by 4; (ii) EBITDA for the two fiscal quarter period ending June 30, 2017, shall be EBITDA for such two fiscal quarter period multiplied by 2; and (iii) EBITDA for the three fiscal quarter period ending September 30, 2017, shall be EBITDA for such three fiscal quarter period multiplied by 4/3.

“**LIBOR**” means:

(a) with respect to each Interest Period, the rate per annum for deposits for the same term in United States Dollars that appears on Reuters Screen LIBOR01 and published by the ICE Benchmark Administration (or the successor thereto if the ICE Benchmark Administration is no longer making a LIBOR rate available) at approximately 11:00 a.m., London, England time, on the related LIBOR Determination Date. If such rate does not appear on such screen or service, or such screen or service shall cease to be available, then LIBOR shall be determined by Administrative Agent to be the offered rate on such other screen or service that displays an average Interest Settlement Rate for deposits in United States Dollars (for delivery on the first day of such Interest Period) for a term equivalent to such Interest Period as of 11:00 a.m. on the relevant LIBOR Determination Date. If the rates referenced in the two (2) preceding sentences are not available, then LIBOR for the relevant Interest Period will be determined by such alternate method as is reasonably selected by Administrative Agent; and

(b) for any interest calculation with respect to a Loan that bears interest based on the Base Rate on any date, the rate per annum for deposits in United States Dollars that appears on Reuters Screen LIBOR01 and published by the ICE Benchmark Administration (or the successor thereto if the ICE Benchmark Administration is no longer making a LIBOR rate available) at approximately 11:00 a.m., London, England time, on the related LIBOR Determination Date for a term of one (1) month commencing on the date of calculation. If such rate does not appear on such screen or service, or such screen or service shall cease to be available, then LIBOR shall be determined by Administrative Agent to be the offered rate on such other screen or service that displays an average Interest Settlement Rate for deposits in United States Dollars (for delivery on such date of calculation) for a term of one (1) month as of 11:00 a.m. on the relevant LIBOR Determination Date. If the rates referenced in the two (2) preceding sentences are not available, then LIBOR for a term of one (1) month will be determined by such alternate method as is reasonably selected by Administrative Agent; *provided, however*, that if LIBOR as provided in *clauses (a) or (b)* above would be less than zero, such rate shall be deemed to be zero for purposes of this Agreement. In no event shall LIBOR be less than 0.0%.

“**LIBOR Determination Date**” means a day that is two (2) Business Days prior to the beginning of the relevant Interest Period or prior to the applicable date, as applicable.

“**LIBOR Portion**” means each Portion bearing interest based on the Adjusted LIBOR.

“**Lien**” means, as to any Property of any Person, any lien, mortgage, security interest, tax lien, pledge, charge, hypothecation, collateral assignment, preference, priority, or other encumbrance of any kind or nature whatsoever (including, without limitation, any conditional sale or title retention agreement), whether arising by contract, operation of law, or otherwise, affecting such Property.

“**Loan**” means an extension of credit by a Lender to Borrowers under **Article 2** in the form of a Revolving Credit Loan, a Term Loan, or a Swing Line Loan.

“**Loan Documents**” means this Agreement, the Guaranty, the Security Documents, the Notes, Issuer Documents, and all other promissory notes, security agreements, deeds of trust, assignments, letters of credit, guaranties, and other instruments, documents, or agreements executed and delivered pursuant to or in connection with this Agreement or the Security Documents; *provided* that the term “Loan Documents” shall not include any Bank Product Agreement.

“**Loss**” has the meaning set forth in **Section 7.5(c)**.

“**Marodyne**” means Marodyne Medical, LLC, a Florida limited liability company.

“**Material Adverse Event**” means any act, event, condition, or circumstance which would reasonably be expected to materially and adversely affect (a) the operations, business, properties, liabilities (actual or contingent), or condition (financial or otherwise) of Borrowers and their Subsidiaries, taken as a whole; (b) the ability of any Obligated Party to perform its obligations under any Loan Document to which it is a party; or (c) the legality, validity, binding effect or enforceability against any Obligated Party of any Loan Document to which it is a party.

“**Maturity Date**” means (a) with respect to the Revolving Credit Facility, January 1, 2019, or such earlier date on which the Revolving Credit Commitment of each Revolving Credit Lender terminates as provided in this Agreement, and (b) with respect to the Term Loan Facility, January 1, 2019; *provided, however*, that, in each case, if such date is not a Business Day, the Maturity Date shall be the next succeeding Business Day.

“**Maximum Rate**” means, at all times, the maximum rate of interest which may be charged, contracted for, taken, received or reserved by Lenders in accordance with applicable Texas law (or applicable United States federal law to the extent that such law permits Lenders to charge, contract for, receive or reserve a greater amount of interest than under Texas law). The Maximum Rate shall be calculated in a manner that takes into account any and all fees, payments, and other charges in respect of the Loan Documents that constitute interest under applicable law. Each change in any interest rate provided for herein based upon the Maximum Rate resulting from a change in the Maximum Rate shall take effect without notice to Borrower Representative at the time of such change in the Maximum Rate.

“**Medical Reimbursement Programs**” means a collective reference to Government Medical Reimbursement Programs and any other non-government funded third party payor programs.

“**Medicare**” means that government-sponsored entitlement program under Title XVIII of the Social Security Act, which provides for a health insurance system for eligible elderly and disabled individuals, as set forth at Section 1395, et seq. of Title 42 of the United States Code, as amended, and any statute succeeding thereto.

“**Medicare Provider Agreement**” means an agreement entered into between CMS or other such entity administering the Medicare program on behalf of CMS, and a health care provider or supplier under which the health care provider or supplier agrees to provide items and services for Medicare patients in accordance with the terms of the agreement and Medicare Regulations.

“**Medicare Regulations**” means, collectively, all federal statutes (whether set forth in Title XVIII of the Social Security Act or elsewhere) affecting the health insurance program for the aged and disabled established by Title XVIII of the Social Security Act and any statutes succeeding thereto; together with all applicable provisions of all rules, regulations, and manuals, orders, and other guidelines having the force of law of all Governmental Authorities (including CMS, the OIG, HHS, or any person succeeding to the functions of any of the foregoing), as each may be amended, supplemented or otherwise modified from time to time.

“**Minimum Collateral Amount**” means, at any time, (a) with respect to Cash Collateral consisting of cash or deposit account balances provided to reduce or eliminate Fronting Exposure during the time that a Defaulting Lender exists, an amount equal to 105% of the Fronting Exposure of L/C Issuer with respect to Letters of Credit issued and outstanding at such time, (b) with respect to Cash Collateral consisting of cash or deposit account balances provided in accordance with the provisions of **Section 2.7(a)(i), (a)(ii) or (a)(iii)**, an amount equal to 105% of the Outstanding Amount of all L/C

Obligations, and (c) otherwise, an amount determined by Administrative Agent and L/C Issuer in their sole discretion.

“**Mortgages**” means, collectively, the mortgages or deeds of trust now or hereafter encumbering Borrowers’ or any of their Subsidiaries’ or any other Obligated Party’s interest in the property as described therein in favor of Administrative Agent, in form and substance reasonably satisfactory to Administrative Agent.

“**Multiemployer Plan**” means a multiemployer plan defined as such in *Section 3(37)* of ERISA to which contributions are being made or, within the preceding five years, have been made by, or for which there is an obligation to make by or there is any liability, contingent or otherwise, with respect to an Obligated Party or any ERISA Affiliate and which is covered by Title IV of ERISA.

“**Net Income**” means, for any Person for any period, the net income (or loss) of such Person and its Subsidiaries on a consolidated basis as determined in accordance with GAAP; *provided* that Net Income shall exclude (a) the net income of any Subsidiary of such Person during such period to the extent that the declaration or payment of dividends or similar distributions by such Subsidiary of such income is not permitted by operation of the terms of its Constituent Documents or any agreement, instrument or Law applicable to such Subsidiary during such period, except that such Person’s equity in any net loss of any such Subsidiary for such period shall be included in determining Net Income, and (b) any income (or loss) for such period of any other Person if such other Person is not a Subsidiary (other than Marodyne), except that any Borrower’s equity in the net income of any such Person for such period shall be included in Net Income up to the aggregate amount of cash actually distributed by such Person during such period to such Borrower or a Subsidiary as a dividend or other distribution.

“**Non-Consenting Lender**” means any Lender that does not approve any consent, waiver or amendment that (a) requires the approval of all affected Lenders in accordance with the terms of *Section 12.10* and (b) has been approved by the Required Lenders.

“**Non-Defaulting Lender**” means, at any time, each Lender that is not a Defaulting Lender at such time.

“**Non-Extension Notice Date**” has the meaning set forth in *Section 2.2(b)(iii)*.

“**Notes**” means, collectively, the Revolving Credit Notes and the Term Loan Notes, and “**Note**” means any one of the Notes.’

“**Obligated Party**” means each Borrower, each Guarantor or any other Person who is or becomes party to any agreement that obligates such Person to pay or perform, or that Guarantees or secures payment or performance of, the Obligations under the Loan Documents or any part thereof.

“**Obligations**” means all obligations, indebtedness, and liabilities of each Borrower, each Guarantor and any other Obligated Party to Administrative Agent, each Lender and any Affiliates of Administrative Agent or any Lender now existing or hereafter arising, whether direct, indirect, related, unrelated, fixed, contingent, liquidated, unliquidated, joint, several, or joint and several, arising under or pursuant to this Agreement, any Bank Product Agreements, the other Loan Documents, and all interest accruing thereon (whether a claim for post-filing or post-petition interest is allowed in any bankruptcy, insolvency, reorganization or similar proceeding) and all reasonable attorneys’ fees and other documented expenses incurred in the enforcement or collection thereof (subject to the terms hereof); *provided* that, as to any Borrower or any Guarantor, the “Obligations” shall exclude any Excluded Swap Obligations of such Borrower or such Guarantor.



“**OFAC**” means the Office of Foreign Assets Control of the United States Department of the Treasury.

“**OIG**” means the Office of Inspector General of HHS and any successor thereof.

“**Other Connection Taxes**” means, with respect to any Recipient, Taxes imposed as a result of a present or former connection between such Recipient and the jurisdiction imposing such Tax (other than connections arising from such Recipient having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced any Loan Document, or sold or assigned an interest in any Loan or Loan Document).

“**Other Taxes**” means all present or future stamp, court or documentary, intangible, recording, filing or similar Taxes that arise from any payment made under, from the execution, delivery, performance, enforcement or registration of, from the receipt or perfection of a security interest under, or otherwise with respect to, any Loan Document, except any such Taxes that are Other Connection Taxes imposed with respect to an assignment (other than an assignment made pursuant to **Section 3.6**).

“**Outstanding Amount**” means (a) with respect to the Revolving Credit Loans, the Term Loans and the Swing Line Loans on any date, the aggregate outstanding principal amount thereof after giving effect to any borrowings and prepayments or repayments of Revolving Credit Loans, Term Loans and Swing Line Loans, as the case may be, occurring on such date, and (b) with respect to any L/C Obligations on any date, the amount of such L/C Obligations on such date after giving effect to any L/C Credit Extension occurring on such date and any other changes in the aggregate amount of the L/C Obligations as of such date, including as a result of any reimbursements by Borrowers of Unreimbursed Amounts.

“**Owned Real Estate Support Documents**” means, with respect to any real property which is owned by Borrowers or their Subsidiaries in fee simple, such mortgagee title insurance policies (in amounts and with endorsements reasonably acceptable to Administrative Agent), surveys, environmental assessment reports, environmental questionnaires, flood hazard certifications, evidence of flood insurance, in each case, if required, and other mortgage-related documents as Administrative Agent may reasonably request, in each case in form and substance reasonably satisfactory to Administrative Agent.

“**Ownership Appreciation Plan**” means the Laser Spine Institute, LLC Amended and Restated 2008 Ownership Appreciation Plan, as in effect on the Closing Date.

“**Parent**” means LSI Holdco LLC, a Delaware limited liability company.

“**Participant**” means any Person (other than a natural Person, a Defaulting Lender, or any Borrower or any of Borrower’s Affiliates or Subsidiaries or any other Obligated Party) to which a participation is sold by any Lender in all or a portion of such Lender’s rights and/or obligations under this Agreement (including all or a portion of its Commitment and/or the Loans owing to it).

“**Participant Register**” means a register in the United States on which each Lender that sells a participation enters the name and address of each Participant and the principal amounts (and stated interest) of each Participant’s interest in the Loans or other obligations under the Loan Documents.

“**Patriot Act**” means the Uniting and Strengthening America by Providing Appropriate Tools to Intercept and Obstruct Terrorism Act of 2001 (Title III of Pub. L. 107-56, signed into law October 26, 2001).

“**Payment Date**” means (a) in respect of each Base Rate Portion, the first day of each and every calendar month during the term of this Agreement and the Maturity Date, and (b) in respect of each LIBOR Portion, the first day of each and every calendar month during the Interest Period applicable to such LIBOR Portion and the Maturity Date.

“**PBGC**” means the Pension Benefit Guaranty Corporation or any entity succeeding to all or any of its functions under ERISA.

“**Permitted Liens**” means those Liens permitted by *Section 8.2*.

“**Permitted Tax Distributions**” means so long as Parent is treated as a pass-through entity for federal and state income tax purposes, tax distributions (collectively “**Tax Distributions**”) to its members provided and only to the extent each of the following shall have been satisfied: Tax Distributions may be made quarterly in accordance with the Parent LLC Agreement as in effect on the First Amendment Effective Date (or as otherwise consented to in writing by the Administrative Agent and the Required Lenders); provided, however that no later than five (5) Business Days prior to making any Tax Distribution, the Parent shall have delivered to the Administrative Agent a certificate duly executed and completed by a Responsible Officer of Parent stating the amount of the Tax Distribution and containing a schedule, in reasonable detail, setting forth the calculation thereof.<sup>1</sup>

“**Person**” means any individual, corporation, limited liability company, business trust, association, company, partnership, joint venture, Governmental Authority, or other entity, and shall include such Person’s heirs, administrators, personal representatives, executors, successors and assigns.

“**Plan**” means any employee benefit or other plan, other than a Multiemployer Plan, established or maintained by, or for which there is an obligation to make contributions by or there is any liability, contingent or otherwise with respect to any Borrower or any ERISA Affiliate and which is covered by Title IV of ERISA or subject to *Section 412* of the Code.

“**Platform**” means Debt Domain, Intralinks, Syndtrak or a substantially similar electronic transmission system.

“**Portion**” means any principal amount of any Loan bearing interest based upon the Base Rate or Adjusted LIBOR.

“**PPACA**” means the Patient Protection and Affordable Care Act, Pub. L. 111-148, (2010), as amended by P.L. 111-152 (2010).

“**Prime Rate**” means the rate of interest per annum publicly announced from time to time by Texas Capital Bank as its prime rate in effect at its Principal Office; each change in the Prime Rate shall be effective from and including the date such change is publicly announced as being effective. Such rate is set by Texas Capital Bank as a general reference rate of interest, taking into account such factors as Texas Capital Bank may deem appropriate; it being understood that many of Texas Capital Bank’s commercial or other loans are priced in relation to such rate, that it is not necessarily the lowest or best rate actually charged to any customer and that Texas Capital Bank may make various commercial or other loans at rates of interest having no relationship to such rate.

“**Principal Office**” means the principal office of Administrative Agent, presently located at the address set forth on *Schedule 12.11*.

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<sup>1</sup> NTD: Subject to final agreement between KL Gates and NRF tax specialists.

**“Prohibited Transaction”** means, with respect to a Plan, any transaction set forth in *Section 406* of ERISA or *Section 4975* of the Code.

**“Property”** of a Person means any and all property, whether real, personal, tangible, intangible or mixed, of such Person, or any other assets owned, operated or leased by such Person.

**“Recipient”** means Administrative Agent, L/C Issuer, Swing Line Lender, and any Lender, as applicable.

**“Register”** means a register for the recordation of the names and addresses of Lenders, and the Commitments of, and principal amounts of the Loans owing to, each Lender pursuant to the terms hereof from time to time.

**“Related Indebtedness”** means any and all indebtedness paid or payable by Borrowers to Administrative Agent or any Lender pursuant to any Loan Document other than any Note.

**“Related Parties”** means, with respect to any Person, such Person’s Affiliates and the partners, directors, officers, employees, trustees, administrators and managers of such Person and of such Person’s Affiliates.

**“Release”** means, as to any Person, any release, spill, emission, leaking, pumping, injection, deposit, disposal, disbursement, leaching, or migration of Hazardous Materials into the indoor or outdoor environment or into or out of property owned by such Person, including, without limitation, the movement of Hazardous Materials through or in the air, soil, surface water, ground water, or Property.

**“Remedial Action”** means all actions required to (a) clean up, remove, treat, or otherwise address Hazardous Materials in the indoor or outdoor environment, (b) prevent the Release or threat of Release or minimize the further Release of Hazardous Materials so that they do not migrate or endanger or threaten to endanger public health or welfare or the indoor or outdoor environment, or (c) perform pre-remedial studies and investigations and post-remedial monitoring and care.

**“Removal Effective Date”** has the meaning set forth in *Section 11.6(b)*.

**“Reportable Event”** means any of the events set forth in *Section 4043* of ERISA, other than events for which the thirty-day notice period has been waived.

**“Required Lenders”** means, at any time, Lenders having Total Credit Exposures representing more than 50.1% of the Total Credit Exposures of all Lenders; *provided* that, if one Lender holds more than 50.1% but less than 100% of the Total Credit Exposures at such time, subject to the last sentence of *Section 12.10*, Required Lenders shall be at least two Lenders that are not Affiliates. The Total Credit Exposure of any Defaulting Lender shall be disregarded in determining Required Lenders at any time.

**“Required Revolving Credit Lenders”** means, as of any date of determination, Revolving Credit Lenders holding more than 50.1% of the sum of the (a) the Revolving Credit Exposure of all Revolving Credit Lenders (with the aggregate amount of each Revolving Credit Lender’s risk participation and funded participation in L/C Obligations and Swing Line Loans being deemed “held” by such Revolving Credit Lender for purposes of this definition) and (b) aggregate unused Revolving Credit Commitments; *provided* that, if one Revolving Credit Lender holds more than 50.1% but less than 100% of the sum of the Revolving Credit Exposure and the unused Revolving Credit Commitments at such time, subject to the last sentence of *Section 12.10*, Required Revolving Credit Lenders shall be at least two Revolving Credit Lenders that are not Affiliates. The unused Revolving Credit Commitment of, and the portion of

the Revolving Credit Exposure of all Revolving Credit Lenders held or deemed held by, any Defaulting Lender shall be excluded for purposes of making a determination of Required Revolving Credit Lenders.

**“Resignation Effective Date”** has the meaning set forth in *Section 11.6(a)*.

**“Responsible Officer”** means the chief executive officer, president, chief financial officer, secretary, treasurer or any other officer of an Obligated Party or any Person designated by a Responsible Officer to act on behalf of a Responsible Officer; *provided* that such designated Person may not designate any other Person to be a Responsible Officer. With respect to any document delivered hereunder that is signed by a Responsible Officer of an Obligated Party, such Responsible Officer shall be presumed to have acted on behalf of such Obligated Party.

**“Revolving Credit Availability”** means, as of any date, an amount equal to the Borrowing Base in effect on such date less the Outstanding Amount of Revolving Credit Loans, Swing Line Loans and L/C Obligations.

**“Revolving Credit Borrowing”** means a borrowing consisting of simultaneous Revolving Credit Loans made by each of the Revolving Credit Lenders pursuant to *Section 2.1*.

**“Revolving Credit Borrowing Request”** means a writing, substantially in the form of *Exhibit D*, properly completed and signed by Borrower Representative, requesting a Revolving Credit Borrowing.

**“Revolving Credit Commitment”** means, as to each Revolving Credit Lender, its obligation to (a) make Revolving Credit Loans to Borrowers pursuant to *Section 2.1(a)*, (b) purchase participations in L/C Obligations, and (c) purchase participations in Swing Line Loans, in an aggregate principal amount at any one time outstanding not to exceed the amount set forth opposite such Lender’s name on *Schedule 2.1* under the caption “Revolving Credit Commitment” or opposite such caption in the Assignment and Assumption pursuant to which such Lender becomes a party hereto, as applicable, as such amount may be adjusted from time to time in accordance with this Agreement. As of the First Amendment Effective Date, the aggregate Revolving Credit Commitments equal \$25,000,000.

**“Revolving Credit Exposure”** means, as to any Revolving Credit Lender at any time, the aggregate principal amount at such time of its outstanding Revolving Credit Loans and such Revolving Credit Lender’s participation in L/C Obligations and Swing Line Loans at such time.

**“Revolving Credit Facility”** means, at any time, the aggregate amount of the Revolving Credit Lenders’ Revolving Credit Commitments at such time.

**“Revolving Credit Lender”** means, (a) at any time prior to the termination of the Revolving Credit Commitments, any Lender that has a Revolving Credit Commitment at such time, and (b) at any time after the termination of the Revolving Credit Commitments, any Lender that has Revolving Credit Exposure at such time, and, in each case, shall include Swing Line Lender, as the context may require.

**“Revolving Credit Loan”** has the meaning set forth in *Section 2.1(a)*.

**“Revolving Credit Note”** means a promissory note made by Borrowers in favor of a Revolving Credit Lender evidencing Revolving Credit Loans or Swing Line Loans, as the case may be, made by such Revolving Credit Lender, substantially in the form of *Exhibit E*.

**“RICO”** means the Racketeer Influenced and Corrupt Organization Act of 1970.

**“Rights Offering”** means the offering of up to \$10,000,000 of equity interests of Parent to existing members of Parent to be completed within 60 days following the First Amendment Effective Date.

**“SDN List”** has the meaning set forth in *Section 6.20*.

**“Secured Parties”** means the collective reference to Administrative Agent, each Lender, L/C Issuer, Swing Line Lender, each Bank Product Provider, and any other Person the Obligations owing to which are, or are purported to be, secured by the Collateral under the terms of the Security Documents.

**“Security Documents”** means each and every Mortgage, security agreement, pledge agreement, mortgage, deed of trust, control agreement or other collateral security agreement required by or delivered to Administrative Agent from time to time that purport to create a Lien in favor of any of the Secured Parties to secure payment or performance of the Obligations or any portion thereof.

**“Sheridan Group”** means, collectively, SLG LSI Investment, LLC, and its respective Affiliates.

**“Solvent”** means, with respect to any Person, as of any date of determination, that the fair value of the assets of such Person (at fair valuation) is, on the date of determination, greater than the total amount of liabilities (including contingent and unliquidated liabilities) of such Person as of such date, that the present fair saleable value of the assets of such Person will, as of such date, be greater than the amount that will be required to pay the probable liability of such Person on its debts as such debts become absolute and matured, and that, as of such date, such Person will be able to pay all liabilities of such Person as such liabilities mature and such Person does not have unreasonably small capital with which to carry on its business. In computing the amount of contingent or unliquidated liabilities at any time, such liabilities will be computed at the amount which, in light of all the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability discounted to present value at rates believed to be reasonable by such Person.

**“Sponsor Group”** means, collectively, EFO Laser Spine Institute, Ltd., SLG LSI Investment, LLC, Dr. James S. St. Louis, MMPERRY HOLDINGS, LLLP, Horne Management, Inc., WH, LLC, Robert P. Grammen, RJPT, Ltd., DBF-LSI, LLC, CTS Equities, LP, RDB Equities, LP, William Horne and any of their respective Affiliates.

**“Statutory Reserve Rate”** means a fraction (expressed as a decimal), the numerator of which is the number one (1) and the denominator of which is the number one (1) minus the aggregate of the maximum reserve percentages (including any marginal, special, emergency or supplemental reserves) expressed as a decimal established by the Board of Governors to which Administrative Agent is subject with respect to the Adjusted LIBOR, for eurocurrency funding (currently referred to as “Eurocurrency liabilities” in Regulation D of the Board of Governors). Such reserve percentages shall include those imposed pursuant to such Regulation D. LIBOR Portions shall be deemed to constitute eurocurrency funding and to be subject to such reserve requirements without benefit of or credit for proration, exemptions or offsets that may be available from time to time to any Lender under such Regulation D or any comparable regulation. The Statutory Reserve Rate shall be adjusted automatically on and as of the effective date of any change in any reserve percentage.

**“Subordinated Debt”** shall mean any unsecured Debt of any Obligated Party and other obligations under the Subordinated Debt Documents, with terms and conditions reasonably satisfactory to the Administrative Agent or the Required Lenders and which have been subordinated in right of payment and priority to the Obligations on terms and conditions reasonably satisfactory to the Administrative Agent or Required Lenders.

“**Subordinated Debt Documents**” shall mean any note, credit agreement, loan agreement or other documents or instruments evidencing any Subordinated Debt, in each case, as the same may be amended, modified, supplemented or otherwise modified from time to time in compliance with the terms of this Agreement and/or the applicable Subordination Agreement.

“**Subordination Agreements**” shall mean, collectively, any subordination agreements entered into, or subordination provisions agreed to, by any Person from time to time in favor of the Administrative Agent and/or the Lenders in connection with any Subordinated Debt, the terms of which are reasonably acceptable to the Administrative Agent or Required Lenders, in each case as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time in accordance herewith, and “Subordination Agreement” shall mean any one of them.

“**Subsidiary**” means (a) any corporation of which at least a majority of the outstanding shares of stock having by the terms thereof ordinary voting power to elect a majority of the board of directors of such corporation (irrespective of whether or not at the time stock of any other class or classes of such corporation shall have or might have voting power by reason of the happening of any contingency) is at the time directly or indirectly owned or controlled by any Borrower or one or more of other Subsidiaries or by any Borrower and one or more of such Subsidiaries, and (b) any other entity (i) of which at least a majority of the ownership, equity or voting interest is at the time directly or indirectly owned or controlled by one or more of Borrowers and other Subsidiaries and (ii) which is treated as a subsidiary in accordance with GAAP.

“**Swap Obligations**” means with respect to any Guarantor any obligation to pay or perform under any agreement, contract or transaction that constitutes a “swap” within the meaning of Section 1a(47) of the Commodity Exchange Act.

“**Swing Line Borrowing**” means a borrowing of a Swing Line Loan pursuant to **Section 2.3**.

“**Swing Line Lender**” means Texas Capital Bank in its capacity as provider of Swing Line Loans, or any successor swing line lender hereunder.

“**Swing Line Loan**” has the meaning set forth in **Section 2.3(a)**.

“**Swing Line Loan Request**” means a writing, substantially in the form of **Exhibit F**, or in such other form agreed to by Borrower Representative and Administrative Agent, properly completed and signed by Borrower Representative, requesting a Swing Line Borrowing.

“**Swing Line Sublimit**” means an amount equal to the lesser of (a) \$5,000,000 and (b) the Revolving Credit Availability. The Swing Line Sublimit is part of, and not in addition to, the Revolving Credit Commitments.

“**Syndicated Borrowing**” means a Revolving Credit Borrowing or the Term Loan Borrowing.

“**Taxes**” means all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

“**Term Loan**” means an advance made by any Term Loan Lender under the Term Loan Facility.

“**Term Loan Borrowing**” means a borrowing consisting of simultaneous Term Loans made by each of the Term Loan Lenders pursuant to **Section 2.1(b)**.

“**Term Loan Borrowing Request**” means a writing, substantially in the form of **Exhibit G**, properly completed and signed by Borrower Representative, requesting a Term Loan Borrowing.

“**Term Loan Commitment**” means, as to each Term Loan Lender prior to the Closing Date, its obligation to make a Term Loan to Borrowers pursuant to **Section 2.1(b)** in an aggregate principal amount at any one time outstanding not to exceed the amount set forth opposite such Term Loan Lender’s name on **Schedule 2.1** under the caption “Term Loan Commitment” or opposite such caption in the Assignment and Assumption pursuant to which such Term Loan Lender becomes a party hereto, as applicable, as such amount may be adjusted from time to time in accordance with this Agreement.

“**Term Loan Facility**” means (a) at any time on or prior to the Closing Date, the aggregate amount of the Term Loan Commitments at such time, and (b) at any time after the Closing Date, the Outstanding Amount of the Term Loans at such time.

“**Term Loan Lender**” means (a) at any time on or prior to the Closing Date, any Lender that has a Term Loan Commitment at such time and (b) at any time after the Closing Date, any Lender that holds a Term Loan at such time.

“**Term Loan Notes**” means the promissory notes of Borrowers payable to the order of each Term Loan Lender evidencing the Term Loan made by such Term Loan Lender, in substantially the form of **Exhibit H**.

“**Texas Capital Bank**” means Texas Capital Bank, National Association, a national banking association, and its successors and assigns.

“**Total Credit Exposure**” means, as to any Lender at any time, the unused Commitments, Revolving Credit Exposure and Outstanding Amount of the Term Loan of such Lender at such time.

“**TRICARE**” means the United States Department of Defense health care program for uniformed service families (including TRICARE Prime, TRICARE Extra and TRICARE Standard), and any successor or predecessor thereof.

“**Type**” means, with respect to a Portion, its character as a LIBOR Portion or a Base Rate Portion.

“**UCC**” means Chapters 1 through 11 of the Texas Business and Commerce Code.

“**Unfinanced Capital Expenditures**” means, for the prior twelve-month period, all Capital Expenditures other than those made utilizing financing provided by the applicable seller or third party lenders or fundings under the Revolving Credit Facility. For the avoidance of doubt, Capital Expenditures made by utilizing Revolving Credit Loans shall not be deemed Unfinanced Capital Expenditures.

“**Unfunded Pension Liability**” means the excess, if any, of (a) the funding target as defined under **Section 430(d)** of the Code without regard to the special at-risk rules of **Section 430(i)** of the Code, over (b) the value of plan assets as defined under **Section 430(g)(3)(A)** of the Code determined as of the last day of each calendar year, without regard to the averaging which may be allowed under **Section 310(g)(3)(B)** of the Code and reduced for any prefunding balance or funding standard carryover balance as defined and provided for in **Section 430(f)** of the Code.

“**Unreimbursed Amount**” has the meaning set forth in **Section 2.2(c)(i)**.

“**U.S. Person**” means any Person that is a “*United States Person*” as defined in Section 7701(a)(30) of the Code.

“**U.S. Tax Compliance Certificate**” has the meaning specified in Section 3.4(g)(ii)(B)(3).

“**Withholding Agent**” means each of each Borrower and Administrative Agent.

#### Section 1.2 **Accounting Matters.**

(a) **Generally.** All accounting terms not specifically or completely defined herein shall be construed in conformity with, and all financial data (including financial ratios and other financial calculations) required to be submitted pursuant to this Agreement shall be prepared in conformity with, GAAP applied on a consistent basis, as in effect from time to time, applied in a manner consistent with that used in preparing the audited financial statements described in Section 6.2, except as otherwise specifically prescribed herein. Notwithstanding the foregoing, for purposes of determining compliance with any covenant (including the computation of any financial covenant) contained herein, Debt of Borrowers and their Subsidiaries shall be deemed to be carried at 100% of the outstanding principal amount thereof, and the effects of FASB ASC 825 on financial liabilities shall be disregarded.

(b) **Changes in GAAP.** If at any time any change in GAAP would affect the computation of any financial ratio or requirement set forth herein, and either Borrower Representative or the Required Lenders shall so request, Administrative Agent, Lenders and Borrower Representative shall negotiate in good faith to amend such ratio or requirement to preserve the original intent thereof in light of such change in GAAP (subject to the approval of the Required Lenders); *provided* that, until so amended, (A) such ratio or requirement shall continue to be computed in accordance with GAAP prior to such change therein and (B) Borrower Representative shall provide to Administrative Agent and Lenders financial statements and other documents required under this Agreement or as reasonably requested hereunder setting forth a reconciliation between calculations of such ratio or requirement made before and after giving effect to such change in GAAP.

Section 1.3 **ERISA Matters.** If, after the date hereof, there shall occur, with respect to ERISA, the adoption of any applicable law, rule, or regulation, or any change therein, or any change in the interpretation or administration thereof by the PBGC or any other Governmental Authority, then either Borrower Representative or Required Lenders may request a modification to this Agreement solely to preserve the original intent of this Agreement with respect to the provisions hereof applicable to ERISA, and the parties to this Agreement shall negotiate in good faith to complete such modification.

Section 1.4 **Letter of Credit Amounts.** Unless otherwise specified herein, the amount of a Letter of Credit at any time shall be deemed to be the stated amount of such Letter of Credit in effect at such time; *provided, however*, that with respect to any Letter of Credit that, by its terms or the terms of any Issuer Document related thereto, provides for one or more automatic increases in the stated amount thereof, the amount of such Letter of Credit shall be deemed to be the maximum stated amount of such Letter of Credit after giving effect to all such increases, whether or not such maximum stated amount is in effect at such time.

Section 1.5 **Other Definitional Provisions.** All definitions contained in this Agreement are equally applicable to the singular and plural forms of the terms defined. The words “hereof”, “herein”, and “hereunder” and words of similar import referring to this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. Unless otherwise specified, all references in a Loan Document to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and



Sections of, and Exhibits and Schedules to, the Loan Document in which such references appear. Terms used herein that are defined in the UCC, unless otherwise defined herein, shall have the meanings specified in the UCC. Any definition of or reference to any agreement, instrument or other document shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein or in any other Loan Document). Any reference to any law shall include all statutory and regulatory provisions consolidating, amending, replacing or interpreting such law and any reference to any law or regulation shall, unless otherwise specified, refer to such law or regulation as amended, modified or supplemented from time to time. Words denoting gender shall be construed to include the masculine, feminine and neuter, when such construction is appropriate; and specific enumeration shall not exclude the general but shall be constructed as cumulative; the word “*or*” is not exclusive; the word “*including*” (in its various forms) means “*including, without limitation*”; in the computation of periods of time, the word “*from*” means “*from and including*” and the words “*to*” and “*until*” mean “*to but excluding*”; and all references to money refer to the legal currency of the United States of America.

Section 1.6 **Interpretative Provision.** For purposes of *Section 10.1*, a breach of a financial covenant contained in *Article 9* shall be deemed to have occurred as of the last date of any specified measurement period, regardless of when the financial statements or the Compliance Certificate reflecting such breach are delivered to Administrative Agent.

Section 1.7 **Times of Day.** Unless otherwise specified, all references herein to times of day shall be references to U.S. central time (daylight or standard, as applicable).

Section 1.8 **Other Loan Documents.** The other Loan Documents, including the Security Documents, contain representations, warranties, covenants, defaults and other provisions that are in addition to and not limited by, or a limitation of, similar provisions of this Agreement. Such provisions in such other Loan Documents may be different or more expansive than similar provisions of this Agreement and neither such differences nor such more expansive provisions shall be construed as a conflict. However, in the event of any conflict between the terms of this Agreement and those of any other Loan Document, the terms of this Agreement shall govern and control.

Section 1.9 **Schedules.** A disclosure made in the Schedules pursuant to a particular section in this Agreement is deemed to have been made for all sections to which such disclosure relates or is required. The inclusion of any item on a Schedule as an exception to a representation, warranty or covenant of any Borrower shall not be deemed an admission by such Borrower that such item represents a material exception or fact, event or circumstance or that such item is reasonably likely to be material or result in or constitute a Material Adverse Event. Nothing in the Schedules shall constitute an admission of any liability or obligation of any Borrower to any third party, nor an admission to any third party against any interests of any Borrower.

Section 1.10 **Borrower Representative.** Each Borrower hereby designates LSI as its representative and agent on its behalf (in such capacity, the “*Borrower Representative*”) for the purposes of selecting interest rate options, giving instructions with respect to disbursement of the proceeds of any Loan, giving, receiving, accepting and rejecting all notices, certificates, consents and other communications hereunder or under any of the other Loan Documents and taking all other actions (including in respect of compliance with covenants) on behalf of any Borrower or Borrowers under the Loan Documents; *provided, however*, that any amounts paid by the Borrower Representative on behalf of another Borrower shall be deemed a payment by such other Borrower. LSI hereby accepts such appointment. Notwithstanding anything to the contrary contained in this Agreement, no Borrower other than the Borrower Representative shall be entitled to take any of the foregoing actions. Administrative Agent and each Lender may regard any notice or other communication pursuant to any Loan Document

from the Borrower Representative as a notice or communication from all Borrowers, and may give any notice or communication required or permitted to be given to any Borrower or all Borrowers hereunder to the Borrower Representative on behalf of such Borrower or all Borrowers. Each Borrower agrees that each notice, election, representation and warranty, covenant, agreement and undertaking made on its behalf by the Borrower Representative shall be deemed for all purposes to have been made by such Borrower and shall be binding upon and enforceable against such Borrower to the same extent as if the same had been made directly by such Borrower.

## ARTICLE 2

### THE COMMITMENTS AND CREDIT EXTENSIONS

#### Section 2.1 The Loans.

(a) **Revolving Credit Borrowings.** Subject to the terms and conditions of this Agreement, each Revolving Credit Lender severally agrees to make one or more revolving credit loans (each such loan, a “*Revolving Credit Loan*”) to Borrowers from time to time from the First Amendment Effective Date until the Maturity Date for the Revolving Credit Facility in an aggregate principal amount for such Revolving Credit Lender at any time outstanding up to but not exceeding the amount of such Revolving Credit Lender’s Revolving Credit Commitment, *provided* that the Revolving Credit Exposure of all Revolving Credit Lenders shall not exceed the Borrowing Base. Subject to the foregoing limitations, and the other terms and provisions of this Agreement, Borrowers may borrow, repay, and reborrow Revolving Credit Loans hereunder.

(b) **Term Loan Borrowing.** Subject to the terms and conditions of this Agreement, each Term Loan Lender made, on the Closing Date a single Term Loan to Borrowers in an amount not to exceed such Term Loan Lender’s Term Loan Commitment. The Term Loan Commitment of each Term Loan Lender terminated immediately after the Term Loan Borrowing occurs on the Closing Date. Borrowers may not borrow, repay, and reborrow the Term Loans.

(c) **Borrowing Procedure.** Each Syndicated Borrowing, each conversion of a Portion from one Type to the other, and each continuation of a LIBOR Portion shall be made upon Borrower Representative’s irrevocable notice to Administrative Agent, which may be given by telephone. Each such notice must be received by Administrative Agent not later than 11:00 a.m. (i) three (3) Business Days prior to the requested date of any Borrowing of, conversion to or continuation of a LIBOR Portion or of any conversion of a LIBOR Portion to a Base Rate Portion, and (ii) on the requested date of any Borrowing of a Base Rate Portion. Each telephonic notice by Borrower Representative pursuant to this **Section 2.1(c)** must be confirmed promptly by delivery to Administrative Agent of a written Borrowing Request, appropriately completed and signed by a Responsible Officer of Borrower Representative. Each Borrowing of, conversion to or continuation of a LIBOR Portion shall be in a principal amount of \$1,000,000 or a whole multiple of \$200,000 in excess thereof. Except as provided in **Sections 2.2(c)** and **2.3(c)**, each Borrowing of or conversion to a Base Rate Portion shall be in a principal amount of \$250,000 or a whole multiple of \$50,000 in excess thereof; *provided* that a Base Rate Portion may be in an amount equal to the Revolving Credit Availability. Each Borrowing Request (whether telephonic or written) shall specify (i) whether Borrower Representative is requesting a Syndicated Borrowing, a conversion of Portions from one Type to the other, or a continuation of Portions, (ii) the requested date of the Borrowing, conversion or continuation, as the case may be (which shall be a Business Day), (iii) the principal amount of Portions to be borrowed, converted or continued, (iv) the Type of Portions to be borrowed or to which existing Portions are to be converted, and (v) if applicable, the duration of the Interest Period with respect thereto. If

Borrower Representative fails to specify a Type of Portion in a Borrowing Request or if Borrower Representative fails to give a timely notice requesting a conversion or continuation, then the applicable Portions shall be made as, or converted to, Base Rate Portions. Any such automatic conversion to Base Rate Portions shall be effective as of the last day of the Interest Period then in effect with respect to the applicable LIBOR Portions. If Borrower Representative requests a Borrowing of, conversion to, or continuation of a LIBOR Portion in any such Borrowing Request, but fails to specify an Interest Period, it will be deemed to have specified an Interest Period of one (1) month.

(d) **Funding.** Following receipt of a Borrowing Request, Administrative Agent shall promptly notify each Lender of the amount of its Applicable Percentage of the applicable Portions, and if no timely notice of a conversion or continuation is provided by Borrower Representative, Administrative Agent shall notify each Lender of the details of any automatic conversion to Base Rate Portions as described in *Section 2.1(c)*. In the case of a Syndicated Borrowing, each Lender shall make the amount of its Loan available to Administrative Agent in immediately available funds at Administrative Agent's Principal Office not later than 1:00 p.m. on the Business Day specified in the applicable Borrowing Request. Upon satisfaction of the applicable conditions set forth in *Section 5.2* (and, if such Borrowing is the initial Credit Extension, *Section 5.1*), Administrative Agent shall make all funds so received available to Borrowers in like funds as received by Administrative Agent either by (i) crediting the account of Borrowers on the books of Texas Capital Bank with the amount of such funds or (ii) wire transfer of such funds, in each case in accordance with instructions provided to (and reasonably acceptable to) Administrative Agent by Borrower Representative; *provided, however*, that if, on the date the Borrowing Request with respect to such Borrowing is given by Borrower Representative, there are L/C Borrowings outstanding, then the proceeds of such Borrowing, *first*, shall be applied to the payment in full of any such L/C Borrowings, and *second*, shall be made available to Borrowers as provided above.

(e) **Continuations and Conversions.** Except as otherwise provided herein, a LIBOR Portion may be continued or converted only on the last day of an Interest Period for such LIBOR Portion. During the existence of an Event of Default, (i) no Loans may be requested as, converted to or continued as LIBOR Portions without the consent of the Required Lenders and (ii) unless repaid, each LIBOR Portion shall be converted to a Base Rate Portion at the end of the Interest Period applicable thereto.

(f) **Notifications.** Administrative Agent shall promptly notify Borrower Representative and Lenders of the interest rate applicable to any Interest Period for LIBOR Portions upon determination of such interest rate. At any time that Base Rate Portions are outstanding, Administrative Agent shall notify Borrower Representative and Lenders of any change in Texas Capital Bank's prime rate used in determining the Base Rate promptly following the public announcement of such change.

(g) **Interest Periods.** After giving effect to all Borrowings, all conversions of Portions from one Type to the other, and all continuations of Portions as the same Type, there shall not be more than ten (10) Interest Periods in effect with respect to LIBOR Portions.

## Section 2.2 **Letters of Credit.**

### (a) **The Letter of Credit Commitment.**

(i) Subject to the terms and conditions set forth herein, (A) L/C Issuer agrees, in reliance upon the agreements of Revolving Credit Lenders set forth in this

**Section 2.2**, (1) from time to time on any Business Day during the period from the Closing Date until the Letter of Credit Expiration Date, to issue Letters of Credit for the account of Borrowers or their Subsidiaries, and to amend or extend Letters of Credit previously issued by it, in accordance with **subsection (b)** below, and (2) to honor drawings under the Letters of Credit; and (B) Revolving Credit Lenders severally agree to participate in Letters of Credit issued for the account of Borrowers or their Subsidiaries and any drawings thereunder; *provided* that, after giving effect to any L/C Credit Extension with respect to any Letter of Credit, (x) the Revolving Credit Exposure of all Revolving Credit Lenders shall not exceed the lesser of the aggregate amount of the Revolving Credit Commitments of the Revolving Credit Lenders and the Borrowing Base at such time, (y) the Revolving Credit Exposure of any Revolving Credit Lender shall not exceed such Revolving Credit Lender's Revolving Credit Commitment, and (z) the Outstanding Amount of the L/C Obligations shall not exceed the Letter of Credit Sublimit. Each request by Borrower Representative for the issuance or amendment of a Letter of Credit shall be deemed to be a representation by Borrower Representative that the L/C Credit Extension so requested complies with the conditions set forth in the proviso to the preceding sentence. Within the foregoing limits, and subject to the terms and conditions hereof, Borrowers' ability to obtain Letters of Credit shall be fully revolving, and accordingly Borrowers may, during the foregoing period, obtain Letters of Credit to replace Letters of Credit that have expired (or been terminated) or that have been drawn upon and reimbursed.

(ii) L/C Issuer shall not issue any Letter of Credit, if:

(A) subject to **Section 2.2(b)(iii)** the expiry date of the requested Letter of Credit would occur more than twelve (12) months after the date of issuance or last extension, unless Required Revolving Credit Lenders have approved such expiry date;

(B) the expiry date of the requested Letter of Credit would occur after the Letter of Credit Expiration Date, unless all Revolving Credit Lenders have approved such expiry date.

(C) after giving effect to the issuance of any requested Letter of Credit, the L/C Obligations would exceed the Letter of Credit Sublimit.

(iii) L/C Issuer shall not be under any obligation to issue any Letter of Credit if:

(A) any order, judgment or decree of any Governmental Authority or arbitrator shall by its terms purport to enjoin or restrain L/C Issuer from issuing the Letter of Credit, or any Law applicable to L/C Issuer or any request or directive (whether or not having the force of law) from any Governmental Authority with jurisdiction over L/C Issuer shall prohibit, or request that L/C Issuer refrain from, the issuance of letters of credit generally or the Letter of Credit in particular or shall impose upon L/C Issuer with respect to the Letter of Credit any restriction, reserve or capital requirement (for which L/C Issuer is not otherwise compensated hereunder) not in effect on the Closing Date, or shall impose upon L/C Issuer any unreimbursed loss, cost or expense which was not applicable on the Closing Date and which L/C Issuer in good faith deems material to it;

(B) the issuance of the Letter of Credit would violate one or more policies of L/C Issuer applicable to letters of credit generally;

(C) except as otherwise agreed by Administrative Agent and L/C Issuer, the Letter of Credit is in an initial stated amount less than \$50,000, in the case of a commercial Letter of Credit, or \$100,000, in the case of a standby Letter of Credit;

(D) the Letter of Credit is to be denominated in a currency other than Dollars;

(E) any Revolving Credit Lender is at that time a Defaulting Lender, unless L/C Issuer has entered into arrangements, including the delivery of Cash Collateral, satisfactory to L/C Issuer (in its sole discretion) with Borrower Representative or such Revolving Credit Lender to eliminate L/C Issuer's actual or potential Fronting Exposure (after giving effect to *Section 12.22(a)(iv)*) with respect to the Defaulting Lender arising from either the Letter of Credit then proposed to be issued or that Letter of Credit and all other L/C Obligations as to which L/C Issuer has actual or potential Fronting Exposure, as it may elect in its sole discretion;

(F) the Letter of Credit contains any provisions for automatic reinstatement of the stated amount after any drawing thereunder;

(G) Borrowers have not provided Cash Collateral in accordance with *Section 2.7*; or

(H) after giving effect to the issuance of any requested Letter of Credit, the L/C Obligations would exceed the Letter of Credit Sublimit.

(iv) L/C Issuer shall not amend any Letter of Credit if L/C Issuer would not be permitted at such time to issue the Letter of Credit in its amended form under the terms hereof.

(v) L/C Issuer shall be under no obligation to amend any Letter of Credit if (A) L/C Issuer would have no obligation at such time to issue the Letter of Credit in its amended form under the terms hereof, or (B) the beneficiary of the Letter of Credit does not accept the proposed amendment to the Letter of Credit.

(vi) L/C Issuer shall act on behalf of Revolving Credit Lenders with respect to any Letters of Credit issued by it and the documents associated therewith, and L/C Issuer shall have all of the benefits and immunities (A) provided to Administrative Agent in *Article 11* with respect to any acts taken or omissions suffered by L/C Issuer in connection with Letters of Credit issued by it or proposed to be issued by it and Issuer Documents pertaining to such Letters of Credit as fully as if the term "Administrative Agent" as used in *Article 11* included L/C Issuer with respect to such acts or omissions, and (B) as additionally provided herein with respect to L/C Issuer.

**(b) Procedures for Issuance and Amendment of Letters of Credit; Auto-Extension Letters of Credit.**

(i) Each Letter of Credit shall be issued or amended, as the case may be, upon the (x) request of Borrower Representative delivered to L/C Issuer (with a copy to Administrative Agent) in the form of a Letter of Credit Application and (y) the delivery by the Borrowers of Cash Collateral in accordance with **Section 2.7**, appropriately completed and signed by a Responsible Officer of Borrower Representative. Such Letter of Credit Application may be sent by facsimile, by United States mail, by overnight courier, by electronic transmission using the system provided by L/C Issuer, by personal delivery or by any other means acceptable to L/C Issuer. Such Letter of Credit Application must be received by L/C Issuer and Administrative Agent not later than 11:00 a.m. at least two (2) Business Days (or such later date and time as Administrative Agent and L/C Issuer may agree in a particular instance in their sole discretion) prior to the proposed issuance date or date of amendment, as the case may be. In the case of a request for an initial issuance of a Letter of Credit, such Letter of Credit Application shall specify in form and detail satisfactory to L/C Issuer: (A) the proposed issuance date of the requested Letter of Credit (which shall be a Business Day); (B) the amount thereof; (C) the expiry date thereof; (D) the name and address of the beneficiary thereof; (E) the documents to be presented by such beneficiary in case of any drawing thereunder; (F) the full text of any certificate to be presented by such beneficiary in case of any drawing thereunder; (G) the general purpose and nature of the requested Letter of Credit; and (H) such other matters as L/C Issuer may reasonably require. In the case of a request for an amendment of any outstanding Letter of Credit, such Letter of Credit Application shall specify in form and detail satisfactory to L/C Issuer (A) the Letter of Credit to be amended; (B) the proposed date of amendment thereof (which shall be a Business Day); (C) the general nature of the proposed amendment; and (D) such other matters as L/C Issuer may reasonably require. Additionally, Borrower Representative shall furnish to L/C Issuer and Administrative Agent such other documents and information pertaining to such requested Letter of Credit issuance or amendment, including any Issuer Documents, as L/C Issuer or Administrative Agent may reasonably require.

(ii) Promptly after receipt of any Letter of Credit Application, L/C Issuer will confirm with Administrative Agent (by telephone or in writing) that Administrative Agent has received a copy of such Letter of Credit Application from Borrower Representative and, if not, L/C Issuer will provide Administrative Agent with a copy thereof. Unless L/C Issuer has received written notice from any Revolving Credit Lender, Administrative Agent or any Obligated Party, at least one (1) Business Day prior to the requested date of issuance or amendment of the applicable Letter of Credit, that one or more applicable conditions contained in **Article 5** shall not then be satisfied, then, subject to the terms and conditions hereof, L/C Issuer shall, on the requested date, issue a Letter of Credit for the account of Borrowers (or the applicable Subsidiary) or enter into the applicable amendment, as the case may be, in each case in accordance with L/C Issuer's usual and customary business practices in effect at such time. Immediately upon the issuance of each Letter of Credit, each Revolving Credit Lender shall be deemed to, and hereby irrevocably and unconditionally agrees to, purchase from L/C Issuer a risk participation in such Letter of Credit in an amount equal to the product of such Revolving Credit Lender's Applicable Percentage times the amount of such Letter of Credit.

(iii) If Borrower Representative so requests in any applicable Letter of Credit Application, L/C Issuer may, in its sole discretion, agree to issue an Auto-Extension

Letter of Credit; *provided* that any such Auto-Extension Letter of Credit must permit L/C Issuer to prevent any such extension at least once in each twelve (12) -month period (commencing with the date of issuance of such Letter of Credit) by giving prior notice to the beneficiary thereof not later than a day (the “*Non-Extension Notice Date*”) in each such twelve (12) month period to be agreed upon at the time such Letter of Credit is issued. Unless otherwise directed by L/C Issuer, Borrower Representative shall not be required to make a specific request to L/C Issuer for any such extension. Once an Auto-Extension Letter of Credit has been issued, Lenders shall be deemed to have authorized (but may not require) L/C Issuer to permit the extension of such Letter of Credit at any time to an expiry date not later than the Letter of Credit Expiration Date; *provided*, however, that L/C Issuer shall not permit any such extension (and the terms of the Auto-Extension Letter of Credit may permit L/C Issuer to refuse to extend such Letter of Credit) if (A) L/C Issuer has determined that it would not be permitted, or would have no obligation, at such time to issue such Letter of Credit in its revised form (as extended) under the terms hereof (by reason of the provisions of *clause (ii) or (iii) of Section 2.2(a)* or otherwise), or (B) it has received notice (which may be by telephone or in writing) on or before the day that is seven (7) Business Days before the Non-Extension Notice Date (1) from Administrative Agent that Required Revolving Credit Lenders have elected not to permit such extension or (2) from Administrative Agent, any Revolving Credit Lender or Borrower Representative that one or more of the applicable conditions specified in *Section 5.2* is not then satisfied, and in each such case directing L/C Issuer not to permit such extension.

(iv) Promptly after its delivery of any Letter of Credit or any amendment to a Letter of Credit to an advising bank with respect thereto or to the beneficiary thereof, L/C Issuer will also deliver to Borrower Representative and Administrative Agent a true and complete copy of such Letter of Credit or amendment.

**(c) Drawings and Reimbursements; Funding of Participations.**

(i) Upon receipt from the beneficiary of any Letter of Credit of any notice of a drawing under such Letter of Credit, L/C Issuer shall notify Borrower Representative and Administrative Agent thereof. Not later than 11:00 a.m. on the date of any payment by L/C Issuer under a Letter of Credit (each such date, an “*Honor Date*”), Borrowers shall reimburse L/C Issuer through Administrative Agent in an amount equal to the amount of such drawing. If Borrowers fail to so reimburse L/C Issuer by such time, Administrative Agent shall promptly notify each Revolving Credit Lender of the Honor Date, the amount of the unreimbursed drawing (the “*Unreimbursed Amount*”), and the amount of such Revolving Credit Lender’s Applicable Percentage thereof. In such event, Borrowers shall be deemed to have requested a Revolving Credit Borrowing to be disbursed on the Honor Date in an amount equal to the Unreimbursed Amount, subject to the amount of the unutilized portion of the Revolving Credit Commitments and the conditions set forth in *Section 5.2* (other than the delivery of a Revolving Credit Borrowing Request). Any notice given by L/C Issuer or Administrative Agent pursuant to this *Section 2.2(c)(i)* may be given by telephone if immediately confirmed in writing; *provided* that the lack of such an immediate confirmation shall not affect the conclusiveness or binding effect of such notice.

(ii) Each Revolving Credit Lender shall upon any notice pursuant to *Section 2.2(c)(i)* make funds available (and Administrative Agent may apply Cash Collateral provided for this purpose) for the account of L/C Issuer at Administrative Agent’s Principal Office in an amount equal to its Applicable Percentage of the

Unreimbursed Amount not later than 1:00 p.m. on the Business Day specified in such notice by Administrative Agent, whereupon, subject to the provisions of **Section 2.2(c)(iii)**, each Revolving Credit Lender that so makes funds available shall be deemed to have made a Revolving Credit Loan (or, if the conditions set forth in Section 5.2 are not satisfied, an L/C Borrowing as further described in clause (iii) below) to Borrowers in such amount. Administrative Agent shall remit the funds so received to L/C Issuer.

(iii) With respect to any Unreimbursed Amount that is not fully refinanced by a Revolving Credit Borrowing because the conditions set forth in **Section 5.2** cannot be satisfied or for any other reason, Borrowers shall be deemed to have incurred from L/C Issuer an L/C Borrowing in the amount of the Unreimbursed Amount that is not so refinanced, which L/C Borrowing shall be due and payable on written demand (together with interest) and shall bear interest at the Default Interest Rate. In such event, each Revolving Credit Lender's payment to Administrative Agent for the account of L/C Issuer pursuant to **Section 2.2(c)(ii)** shall be deemed payment in respect of its participation in such L/C Borrowing and shall constitute an L/C Advance from such Revolving Credit Lender in satisfaction of its participation obligation under this **Section 2.2**.

(iv) Until each Revolving Credit Lender funds its Revolving Credit Loan or L/C Advance pursuant to this **Section 2.2(c)** to reimburse L/C Issuer for any amount drawn under any Letter of Credit, interest in respect of such Revolving Credit Lender's Applicable Percentage of such amount shall be solely for the account of L/C Issuer.

(v) Each Revolving Credit Lender's obligation to make Revolving Credit Loans or L/C Advances to reimburse L/C Issuer for amounts drawn under Letters of Credit, as contemplated by this **Section 2.2(c)**, shall be absolute and unconditional and shall not be affected by any circumstance, including (A) any setoff, counterclaim, recoupment, defense or other right which such Revolving Credit Lender may have against L/C Issuer, Borrowers or any other Person for any reason whatsoever; (B) the occurrence or continuance of a Default, or (C) any other occurrence, event or condition, whether or not similar to any of the foregoing; *provided, however*, that each Revolving Credit Lender's obligation to make Revolving Credit Loans (but not its obligation to fund its pro rata share of L/C Advances) pursuant to this **Section 2.2(c)** is subject to the conditions set forth in **Section 5.2** (other than delivery by Borrower Representative of a Revolving Credit Borrowing Request). No such making of an L/C Advance shall relieve or otherwise impair the obligation of Borrowers to reimburse L/C Issuer for the amount of any payment made by L/C Issuer under any Letter of Credit, together with interest as provided herein.

(vi) If any Revolving Credit Lender fails to make available to Administrative Agent for the account of L/C Issuer any amount required to be paid by such Revolving Credit Lender pursuant to the foregoing provisions of this **Section 2.2(c)** by the time specified in **Section 2.2(c)(ii)**, then, without limiting the other provisions of this Agreement, L/C Issuer shall be entitled to recover from such Revolving Credit Lender (acting through Administrative Agent), on demand, such amount with interest thereon for the period from the date such payment is required to the date on which such payment is immediately available to L/C Issuer at a rate per annum equal to the greater of the Federal Funds Rate and a rate determined by L/C Issuer in accordance with banking industry rules on interbank compensation, plus any administrative, processing or similar fees customarily charged by L/C Issuer in connection with the foregoing. If such Revolving



Credit Lender pays such amount (with interest and fees as aforesaid), the amount so paid shall constitute such Revolving Credit Lender's Revolving Credit Loan included in the relevant Revolving Credit Borrowing or L/C Advance in respect of the relevant L/C Borrowing, as the case may be. A certificate of L/C Issuer submitted to any Revolving Credit Lender (through Administrative Agent) with respect to any amounts owing under this *clause (vi)* shall be conclusive absent manifest error.

(d) **Repayment of Participations.**

(i) At any time after L/C Issuer has made a payment under any Letter of Credit and has received from any Revolving Credit Lender such Revolving Credit Lender's L/C Advance in respect of such payment in accordance with *Section 2.2(c)*, if Administrative Agent receives for the account of L/C Issuer any payment in respect of the related Unreimbursed Amount or interest thereon (whether directly from Borrowers or otherwise, including proceeds of Cash Collateral applied thereto by Administrative Agent), Administrative Agent will distribute to such Revolving Credit Lender its Applicable Percentage thereof in the same funds as those received by Administrative Agent.

(ii) If any payment received by Administrative Agent for the account of L/C Issuer pursuant to *Section 2.2(c)(i)* is required to be returned under any of the circumstances described in *Section 12.24* (including pursuant to any settlement entered into by L/C Issuer in its discretion), each Revolving Credit Lender shall pay to Administrative Agent for the account of L/C Issuer its Applicable Percentage thereof on demand of Administrative Agent, plus interest thereon from the date of such demand to the date such amount is returned by such Revolving Credit Lender, at a rate per annum equal to the Federal Funds Rate from time to time in effect. The obligations of Revolving Credit Lenders under this *clause* shall survive the payment in full of the Obligations and the termination of this Agreement.

(e) **Obligations Absolute.** The obligation of Borrowers to reimburse L/C Issuer for each drawing under each Letter of Credit and to repay each L/C Borrowing shall be absolute, unconditional and irrevocable, and shall be paid strictly in accordance with the terms of this Agreement under all circumstances, including the following:

(i) any lack of validity or enforceability of such Letter of Credit, this Agreement, or any other Loan Document;

(ii) the existence of any claim, counterclaim, setoff, defense or other right that any Borrower or any Subsidiary may have at any time against any beneficiary or any transferee of such Letter of Credit (or any Person for whom any such beneficiary or any such transferee may be acting), L/C Issuer or any other Person, whether in connection with this Agreement, the transactions contemplated hereby or by such Letter of Credit or any agreement or instrument relating thereto, or any unrelated transaction;

(iii) any draft, demand, certificate or other document presented under such Letter of Credit proving to be forged, fraudulent, invalid or insufficient in any respect or any statement therein being untrue or inaccurate in any respect; or any loss or delay in the transmission or otherwise of any document required in order to make a drawing under such Letter of Credit;

(iv) waiver by L/C Issuer of any requirement that exists for L/C Issuer's protection and not the protection of Borrowers or any waiver by L/C Issuer which does not in fact materially prejudice Borrowers;

(v) honor of a demand for payment presented electronically even if such Letter of Credit requires that demand be in the form of a draft;

(vi) any payment made by L/C Issuer in respect of an otherwise complying item presented after the date specified as the expiration date of, or the date by which documents must be received under such Letter of Credit if presentation after such date is authorized by the UCC or the ISP, as applicable;

(vii) any payment by L/C Issuer under such Letter of Credit against presentation of a draft or certificate that does not strictly comply with the terms of such Letter of Credit; or any payment made by L/C Issuer under such Letter of Credit to any Person purporting to be a trustee in bankruptcy, debtor-in-possession, assignee for the benefit of creditors, liquidator, receiver or other representative of or successor to any beneficiary or any transferee of such Letter of Credit, including any arising in connection with any proceeding under any Debtor Relief Law; or

(viii) any other circumstance or happening whatsoever, whether or not similar to any of the foregoing, including any other circumstance that might otherwise constitute a defense available to, or a discharge of, any Borrower or any Subsidiary.

Borrower Representative shall promptly examine a copy of each Letter of Credit and each amendment thereto that is delivered to it and, in the event of any claim of noncompliance with Borrower Representative's instructions or other irregularity, Borrower Representative will immediately notify L/C Issuer. Borrowers shall be conclusively deemed to have waived any such claim against L/C Issuer and its correspondents unless such notice is given as aforesaid (absent manifest error).

(f) **Role of L/C Issuer.** Each Revolving Credit Lender and each Borrower agree that, in paying any drawing under a Letter of Credit, L/C Issuer shall not have any responsibility to obtain any document (other than any sight draft, certificates and documents expressly required by the Letter of Credit) or to ascertain or inquire as to the validity or accuracy of any such document or the authority of the Person executing or delivering any such document. None of L/C Issuer, Administrative Agent, any of their respective Related Parties nor any correspondent, participant or assignee of L/C Issuer shall be liable to any Revolving Credit Lender for (i) any action taken or omitted in connection herewith at the request or with the approval of Required Revolving Credit Lenders; (ii) any action taken or omitted in the absence of gross negligence or willful misconduct; or (iii) the due execution, effectiveness, validity or enforceability of any document or instrument related to any Letter of Credit or Issuer Document. Each Borrower hereby assumes all risks of the acts or omissions of any beneficiary or transferee with respect to its use of any Letter of Credit; *provided, however*, that this assumption is not intended to, and shall not, preclude such Borrower's pursuing such rights and remedies as it may have against the beneficiary or transferee at law or under any other agreement. None of L/C Issuer, Administrative Agent, any of their respective Related Parties nor any correspondent, participant or assignee of L/C Issuer shall be liable or responsible for any of the matters described in *clauses (i) through (viii) of Section 2.2(e)*; *provided, however*, that anything in such clauses to the contrary notwithstanding, each Borrower may have a claim against L/C Issuer, and L/C Issuer may be liable to such Borrower, to the extent, but only to the extent, of any direct, as opposed to consequential or exemplary, damages suffered by such Borrower which such Borrower proves

were caused by L/C Issuer's willful misconduct or gross negligence or L/C Issuer's willful failure to pay under any Letter of Credit after the presentation to it by the beneficiary of a sight draft and certificate(s) strictly complying with the terms and conditions of a Letter of Credit. In furtherance and not in limitation of the foregoing, L/C Issuer may accept documents that appear on their face to be in order, without responsibility for further investigation, regardless of any notice or information to the contrary, and L/C Issuer shall not be responsible for the validity or sufficiency of any instrument transferring or assigning or purporting to transfer or assign a Letter of Credit or the rights or benefits thereunder or proceeds thereof, in whole or in part, which may prove to be invalid or ineffective for any reason. L/C Issuer may send a Letter of Credit or conduct any communication to or from the beneficiary via the Society for Worldwide Interbank Financial Telecommunication ("SWIFT") message or overnight courier, or any other commercially reasonable means of communicating with a beneficiary.

(g) **Applicability of ISP; Limitation of Liability.** Unless otherwise expressly agreed by L/C Issuer and Borrower Representative when a Letter of Credit is issued, the rules of the ISP shall apply to each standby Letter of Credit. Notwithstanding the foregoing, L/C Issuer shall not be responsible to Borrowers for, and L/C Issuer's rights and remedies against Borrowers shall not be impaired by, any action or inaction of L/C Issuer required or permitted under any law, order, or practice that is required or permitted to be applied to any Letter of Credit or this Agreement, including the Law or any order of a jurisdiction where L/C Issuer or the beneficiary is located, the practice stated in the ISP, or in the decisions, opinions, practice statements, or official commentary of the ICC Banking Commission, the Bankers Association for Finance and Trade - International Financial Services Association (BAFT-IFSA), or the Institute of International Banking Law & Practice, whether or not any Letter of Credit or other Issuer Document chooses such law or practice.

(h) **Fronting Fee and Documentary and Processing Charges Payable to L/C Issuer.** Borrowers shall pay directly to L/C Issuer for its own account a fronting fee with respect to each standby Letter of Credit, at the rate per annum separately agreed between Borrowers and L/C Issuer, computed on the daily amount available to be drawn under such Letter of Credit and payable on a quarterly basis in arrears. Such fronting fee shall be due and payable on the first Business Day after the end of each March, June, September and December in respect of the most recently-ended quarterly period (or portion thereof, in the case of the first payment), commencing with the first such date to occur after the issuance of such Letter of Credit, on the Letter of Credit Expiration Date and thereafter on written demand. For purposes of computing the daily amount available to be drawn under any Letter of Credit, the amount of such Letter of Credit shall be determined in accordance with *Section 1.4*. In addition, Borrowers shall pay directly to L/C Issuer for its own account the customary issuance, presentation, amendment and other processing fees, and other standard costs and charges, of L/C Issuer relating to letters of credit as from time to time in effect. Such customary fees and standard costs and charges are due and payable on written demand and are nonrefundable.

(i) **Conflict with Issuer Documents.** In the event of any conflict between the terms hereof and the terms of any Issuer Document, the terms hereof shall control.

(j) **Letters of Credit Issued for Subsidiaries.** Notwithstanding that a Letter of Credit issued or outstanding hereunder is in support of any obligations of, or is for the account of, a Subsidiary, Borrowers shall be obligated to reimburse L/C Issuer hereunder for any and all drawings under such Letter of Credit. Each Borrower hereby acknowledges that the issuance of Letters of Credit for the account of Subsidiaries inures to the benefit of such Borrower, and that such Borrower's business derives substantial benefits from the businesses of such Subsidiaries.

Section 2.3      **Swing Line Loans.**

(a)      **The Swing Line.** Subject to the terms and conditions set forth herein, Swing Line Lender, in reliance upon the agreements of the other Lenders set forth in this **Section 2.3**, shall make loans (each such loan, a “**Swing Line Loan**”) to Borrowers from time to time on any Business Day during the period from the Closing Date to the Maturity Date for the Revolving Credit Facility in an aggregate amount not to exceed at any time outstanding the amount of the Swing Line Sublimit, notwithstanding the fact that such Swing Line Loans, when aggregated with the Applicable Percentage of the Outstanding Amount of Revolving Credit Loans and L/C Obligations of the Lender acting as Swing Line Lender, may exceed the amount of such Lender’s Commitment; *provided, however*, that (x) after giving effect to any Swing Line Loan, (i) the Revolving Credit Exposure of all Revolving Credit Lenders shall not exceed the lesser of the aggregate amount of the Revolving Credit Commitments of the Revolving Credit Lenders and the Borrowing Base, and (ii) the Revolving Credit Exposure of any Revolving Credit Lender shall not exceed such Revolving Credit Lender’s Revolving Credit Commitment, (y) Borrowers shall not use the proceeds of any Swing Line Loan to refinance any outstanding Swing Line Loan, and (z) Swing Line Lender shall not be under any obligation to make any Swing Line Loan if it shall determine (which determination shall be in its sole discretion) that it has, or by such Credit Extension may have, Fronting Exposure. Within the foregoing limits, and subject to the other terms and conditions hereof, Borrowers may borrow under this **Section 2.3**, prepay under **Section 2.9(b)**, and reborrow under this **Section 2.3**. Each Swing Line Loan shall bear interest as a Base Rate Portion. Immediately upon the making of a Swing Line Loan, each Revolving Credit Lender shall be deemed to, and hereby irrevocably and unconditionally agrees to, purchase from Swing Line Lender a risk participation in such Swing Line Loan in an amount equal to the product of such Revolving Credit Lender’s Applicable Percentage times the amount of such Swing Line Loan.

(b)      **Borrowing Procedures.** Each Swing Line Borrowing shall be made upon Borrower Representative’s irrevocable notice to Swing Line Lender and Administrative Agent, which may be given by telephone. Each such notice must be received by Swing Line Lender and Administrative Agent not later than 1:00 p.m. on the requested borrowing date, and shall specify (i) the amount to be borrowed, which shall be a minimum of \$100,000, and (ii) the requested borrowing date, which shall be a Business Day. Each such telephonic notice must, to the extent requested by Swing Line Lender or Administrative Agent, be confirmed promptly by delivery to Swing Line Lender and Administrative Agent of a written Swing Line Loan Request, appropriately completed and signed by a Responsible Officer of Borrower Representative. Any telephonic request for a Swing Line Loan by Borrower Representative shall be promptly confirmed by submission of a properly completed Swing Line Loan Request, signed by a Responsible Officer of Borrower Representative, to Swing Line Lender and Administrative Agent, but failure to deliver a Swing Line Loan Request shall not be a defense to payment of any Swing Line Borrowing. Neither Swing Line Lender nor Administrative Agent shall have any liability to Borrowers for any loss or damage (absent gross negligence or willful misconduct) suffered by Borrowers as a result of Swing Line Lender’s or Administrative Agent’s honoring of any requests, execution of any instructions, authorizations or agreements or reliance on any reports communicated to it telephonically, by facsimile or electronically and purporting to have been sent to Swing Line Lender or Administrative Agent by Borrower Representative and neither Swing Line Lender nor Administrative Agent shall have any duty to verify the origin of any such communication or the identity or authority of the Person sending it. Promptly after receipt by Swing Line Lender of any telephonic Swing Line Loan Request, Swing Line Lender will confirm with Administrative Agent (by telephone or in writing) that Administrative Agent has also received such Swing Line Loan Request and, if not, Swing Line Lender will notify

Administrative Agent (by telephone or in writing) of the contents thereof. Unless Swing Line Lender has received notice (by telephone or in writing) from Administrative Agent (including at the request of any Revolving Credit Lender) prior to 2:00 p.m. on the date of the proposed Swing Line Borrowing (A) directing Swing Line Lender not to make such Swing Line Loan as a result of the limitations set forth in the first proviso to the first sentence of **Section 2.3(a)**, or (B) that one or more of the applicable conditions specified in **Article 5** is not then satisfied, then, subject to the terms and conditions hereof, Swing Line Lender will, not later than 3:00 p.m. on the borrowing date specified in such Swing Line Loan Request, make the amount of its Swing Line Loan available to Borrowers at its office by crediting the account of Borrowers on the books of Swing Line Lender in immediately available funds.

(c) **Refinancing of Swing Line Loans.**

(i) Swing Line Lender at any time in its sole discretion may request, on behalf of Borrowers (which hereby irrevocably authorizes Swing Line Lender to so request on its behalf), that each Revolving Credit Lender make a Revolving Credit Loan in an amount equal to such Revolving Credit Lender's Applicable Percentage of the amount of Swing Line Loans then outstanding. Such request shall be made in writing (which written request shall be deemed to be a Revolving Credit Borrowing Request for purposes hereof) and in accordance with the requirements of **Section 2.1**, subject to the unutilized portion of the Revolving Credit Commitments and the conditions set forth in **Section 5.2**. Swing Line Lender shall furnish Borrower Representative with a copy of the applicable Revolving Credit Borrowing Request promptly after delivering such notice to Administrative Agent. Each Revolving Credit Lender shall make an amount equal to its Applicable Percentage of the amount specified in such Revolving Credit Borrowing Request available to Administrative Agent in immediately available funds (and Administrative Agent may apply Cash Collateral available with respect to the applicable Swing Line Loan) for the account of Swing Line Lender at Administrative Agent's Principal Office not later than 1:00 p.m. on the day specified in such Revolving Credit Borrowing Request, whereupon, subject to **Section 2.3(c)(ii)**, each Revolving Credit Lender that so makes funds available shall be deemed to have made a Revolving Credit Loan to Borrowers in such amount. Administrative Agent shall remit the funds so received to Swing Line Lender.

(ii) If for any reason any Swing Line Loan cannot be refinanced by such a Revolving Credit Borrowing in accordance with **Section 2.3(c)(i)**, the request for Revolving Credit Loans submitted by Swing Line Lender as set forth herein shall be deemed to be a request by Swing Line Lender that each Revolving Credit Lender fund its risk participation in the relevant Swing Line Loan and each Revolving Credit Lender's payment to Administrative Agent for the account of Swing Line Lender pursuant to **Section 2.3(c)(i)** shall be deemed payment in respect of such participation.

(iii) If any Revolving Credit Lender fails to make available to Administrative Agent for the account of Swing Line Lender any amount required to be paid by such Revolving Credit Lender pursuant to the foregoing provisions of this **Section 2.3(c)** by the time specified in **Section 2.3(c)(i)**, Swing Line Lender shall be entitled to recover from such Revolving Credit Lender (acting through Administrative Agent), on demand, such amount with interest thereon for the period from the date such payment is required to the date on which such payment is immediately available to Swing Line Lender at a rate per annum equal to the greater of the Federal Funds Rate and a rate determined by Swing Line Lender in accordance with banking industry rules on interbank compensation, plus any administrative, processing or similar fees customarily charged by

Swing Line Lender in connection with the foregoing. If such Revolving Credit Lender pays such amount (with interest and fees as aforesaid), the amount so paid shall constitute such Revolving Credit Lender's Revolving Credit Loan included in the relevant Revolving Credit Borrowing or funded participation in the relevant Swing Line Loan, as the case may be. A certificate of Swing Line Lender submitted to any Revolving Credit Lender (through Administrative Agent) with respect to any amounts owing under this *clause (iii)* shall be conclusive absent manifest error.

(iv) Each Revolving Credit Lender's obligation to make Revolving Credit Loans or to purchase and fund risk participations in Swing Line Loans pursuant to this *Section 2.3(c)* shall be absolute and unconditional and shall not be affected by any circumstance, including (A) any setoff, counterclaim, recoupment, defense or other right which such Revolving Credit Lender may have against Swing Line Lender, Borrowers or any other Person for any reason whatsoever, (B) the occurrence or continuance of a Default, or (C) any other occurrence, event or condition, whether or not similar to any of the foregoing; *provided, however*, that each Revolving Credit Lender's obligation to make Revolving Credit Loans pursuant to this *Section 2.3(c)* is subject to the conditions set forth in *Section 5.2*. No such funding of risk participations shall relieve or otherwise impair the obligation of Borrowers to repay Swing Line Loans, together with interest as provided herein.

(d) **Repayment of Participations.**

(i) At any time after any Revolving Credit Lender has purchased and funded a risk participation in a Swing Line Loan, if Swing Line Lender receives any payment on account of such Swing Line Loan, Swing Line Lender will distribute to such Revolving Credit Lender its Applicable Percentage thereof in the same funds as those received by Swing Line Lender.

(ii) If any payment received by Swing Line Lender in respect of principal or interest on any Swing Line Loan is required to be returned by Swing Line Lender under any of the circumstances described in *Section 12.24* (including pursuant to any settlement entered into by Swing Line Lender in its discretion), each Revolving Credit Lender shall pay to Swing Line Lender its Applicable Percentage thereof on demand of Administrative Agent, plus interest thereon from the date of such demand to the date such amount is returned, at a rate per annum equal to the Federal Funds Rate. Administrative Agent will make such demand upon the request of Swing Line Lender. The obligations of Revolving Credit Lenders under this *clause* shall survive the payment in full of the Obligations and the termination of this Agreement.

(e) **Interest for Account of Swing Line Lender.** Swing Line Lender shall be responsible for invoicing Borrower Representative for interest on the Swing Line Loans. Until each Revolving Credit Lender funds its Revolving Credit Loan or risk participation pursuant to this *Section 2.3* to refinance such Revolving Credit Lender's Applicable Percentage of any Swing Line Loan, interest in respect of such Applicable Percentage shall be solely for the account of Swing Line Lender.

(f) **Payments to Swing Line Lender or Revolving Credit Lenders.** Borrowers shall make all payments of principal and interest in respect of the Swing Line Loans to Administrative Agent for the account of Swing Line Lender or Revolving Credit Lenders, as applicable.

Section 2.4 **Fees.**

(a) **Fees.** Borrowers agree to pay to Administrative Agent and Arrangers, for the account of Administrative Agent, Arrangers and each Lender, as applicable, fees, in the amounts and on the dates set forth in the Fee Letter.

(b) **Letter of Credit Fees.** Borrowers shall pay to Administrative Agent for the account of each Revolving Credit Lender in accordance, subject to **Section 12.22**, with its Applicable Percentage a Letter of Credit fee (the "**Letter of Credit Fee**") (i) for each commercial Letter of Credit equal to 1/4 of 1% per annum times the daily amount available to be drawn under such Letter of Credit, and (ii) for each standby Letter of Credit equal to the Applicable Margin for LIBOR Portions times the daily amount available to be drawn under such Letter of Credit. For purposes of computing the daily amount available to be drawn under any Letter of Credit, the amount of such Letter of Credit shall be determined in accordance with **Section 1.4**. Letter of Credit Fees for a commercial Letter of Credit shall be computed on a quarterly basis and be payable in advance on the date of issuance thereof and on the first Business Day of each April, July, October and January thereafter so long as such Letter of Credit remains outstanding. Letter of Credit Fees for each standby Letter of Credit shall be (i) due and payable in arrears on the first Business Day after the end of each March, June, September and December, commencing with the first such date to occur after the issuance of such Letter of Credit, on the Letter of Credit Expiration Date and thereafter on written demand and (ii) computed on a quarterly basis in arrears. If there is any change in the Applicable Margin for LIBOR Portions during any quarter, the daily amount available to be drawn under each standby Letter of Credit shall be computed and multiplied by the Applicable Margin for LIBOR Portions separately for each period during such quarter that such Applicable Margin for LIBOR Portions was in effect. Notwithstanding anything to the contrary contained herein while any Event of Default exists, all Letter of Credit Fees shall accrue at the Default Interest Rate.

(c) **Commitment Fees.** Borrowers agree to pay to Administrative Agent for the account of each Revolving Credit Lender in accordance, subject to **Section 12.22**, with its Applicable Percentage a commitment fee on the daily average unused amount of the Revolving Credit Facility less the Availability Reserve of such Revolving Credit Lender for the period from and including the date of this Agreement to and including the Maturity Date for the Revolving Credit Facility (including at any time during which one or more of the conditions in **Article 5** is not met), at a rate equal to the Applicable Margin. For the purpose of calculating the commitment fee hereunder, the Revolving Credit Commitment of each Revolving Credit Lender shall be deemed utilized by the amount of all outstanding Revolving Credit Loans and L/C Obligations, but not by the amount of any outstanding Swing Line Loans, owing to such Revolving Credit Lender whether directly or by participation. Accrued commitment fees shall be payable quarterly in arrears on the first day of each April, July, October, and January during the term of this Agreement and on the Maturity Date for the Revolving Credit Facility.

Section 2.5 **Payments Generally; Administrative Agent's Clawback.**

(a) **General.** All payments of principal, interest, and other amounts to be made by Borrowers under this Agreement and the other Loan Documents shall be made to Administrative Agent for the account of Administrative Agent, L/C Issuer, or Swing Line Lender or the pro rata accounts of the applicable Lenders, as applicable, at the Principal Office in Dollars and immediately available funds, without setoff, deduction, or counterclaim, and free and clear of all taxes at the time and in the manner provided herein. Payments by check or draft shall not constitute payment in immediately available funds until the required amount is actually received by Administrative Agent in full. Payments in immediately available funds received by

Administrative Agent in the place designated for payment on a Business Day prior to 11:00 a.m. at such place of payment shall be credited prior to the close of business on the Business Day received, while payments received by Administrative Agent on a day other than a Business Day or after 11:00 a.m. on a Business Day shall not be credited until the next succeeding Business Day. If any payment of principal or interest on the Notes shall become due and payable on a day other than a Business Day, then such payment shall be made on the next succeeding Business Day. Any such extension of time for payment shall be included in computing interest which has accrued and shall be payable in connection with such payment. Administrative Agent is hereby authorized upon notice to Borrower Representative to charge the account of Borrowers maintained with Administrative Agent for each payment of principal, interest and fees as it becomes due hereunder.

(b) **Funding by Lenders; Presumption by Administrative Agent.** Unless Administrative Agent shall have received notice from a Lender, that such Lender will not make available to Administrative Agent such Lender's share of a Borrowing, Administrative Agent may assume that such Lender has made such share available on such date in accordance with this Agreement and may, in reliance upon such assumption, make available to Borrowers a corresponding amount. In such event, if a Lender has not in fact made its share of the applicable Borrowing available to Administrative Agent, then the applicable Lender and Borrowers severally agree to pay to Administrative Agent forthwith on demand such corresponding amount with interest thereon, for each day from and including the date such amount is made available to Borrowers to but excluding the date of payment to Administrative Agent, at (i) in the case of a payment to be made by such Lender, the greater of the Federal Funds Rate and a rate determined by Administrative Agent in accordance with banking industry rules on interbank compensation, and (ii) in the case of a payment to be made by Borrowers, the interest rate applicable to the applicable Borrowing. If Borrowers and such Lender shall pay such interest to Administrative Agent for the same or an overlapping period, Administrative Agent shall promptly remit to Borrowers the amount of such interest paid by Borrowers for such period. If such Lender pays its share of the applicable Borrowing to Administrative Agent, then the amount so paid shall constitute such Lender's Loan. Any payment by Borrowers shall be without prejudice to any claim Borrowers may have against a Lender that shall have failed to make such payment to Administrative Agent.

(c) **Payments by Borrowers; Presumption by Administrative Agent.** Unless Administrative Agent shall have received notice from Borrower Representative prior to the date on which any payment is due to Administrative Agent for the account of L/C Issuer, Swing Line Lender or the applicable Lenders hereunder that Borrowers will not make such payment, Administrative Agent may assume that Borrowers have made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to L/C Issuer, Swing Line Lender or the applicable Lenders the amount due. In such event, if Borrowers have not in fact made such payment, then L/C Issuer, Swing Line Lenders or each applicable Lender, as applicable, severally agrees to repay to Administrative Agent forthwith on demand the amount so distributed to L/C Issuer, Swing Line Lender, or such Lender, with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to Administrative Agent, at the greater of the Federal Funds Rate and a rate determined by Administrative Agent in accordance with banking industry rules on interbank compensation.

## Section 2.6 **Evidence of Debt.**

(a) The Loans made by Swing Line Lender and each Lender shall be evidenced by one or more accounts or records maintained by Swing Line Lender or such Lender and by Administrative Agent in the ordinary course of business; *provided* that such Lender or



Administrative Agent may, in addition, request that such Loans be evidenced by the Notes. The Credit Extensions made by L/C Issuer shall be evidenced by one or more accounts or records maintained by L/C Issuer and by Administrative Agent in the ordinary course of business. The accounts or records maintained by Administrative Agent, Swing Line Lender, L/C Issuer, and each Lender shall be conclusive absent manifest error of the amount of the Credit Extensions made to Borrowers and, with respect to Letters of Credit issued for the account of a Subsidiary, such Subsidiary and the interest and payments thereon. Any failure to so record or any error in doing so shall not, however, limit or otherwise affect the obligation of Borrowers hereunder to pay any amount owing with respect to the Obligations. In the event of any conflict between the accounts and records maintained by L/C Issuer, Swing Line Lender, or any Lender and the accounts and records of Administrative Agent in respect of such matters, the accounts and records of Administrative Agent shall control in the absence of manifest error.

(b) In addition to the accounts and records referred to in *subsection (a)* above, each Revolving Credit Lender and Administrative Agent shall maintain in accordance with its usual practice accounts or records evidencing the purchases and sales by such Revolving Credit Lender of participations in Letters of Credit and Swing Line Loans. In the event of any conflict between the accounts and records maintained by Administrative Agent and the accounts and records of any Revolving Credit Lender in respect of such matters, the accounts and records of Administrative Agent shall control in the absence of manifest error.

#### Section 2.7 **Cash Collateral.**

(a) **Certain Credit Support Events.** If (i) Borrower Representative requests the issuance, amendment, renewal or extension of a Letter of Credit in accordance with *Section 2.2*, (ii) L/C Issuer has honored any full or partial drawing request under any Letter of Credit and such drawing has resulted in an L/C Borrowing, (iii) as of the Letter of Credit Expiration Date, any L/C Obligation for any reason remains outstanding, (iv) Borrowers shall be required to provide Cash Collateral pursuant to *Section 10.2*, or (v) there shall exist a Defaulting Lender, Borrowers shall provide Cash Collateral and/or additional Cash Collateral, as applicable, (x) immediately (in the case of *clause (iii)* above), (y) prior to the issuance of such Letter of Credit (in the case of *clause (i)* above) or (z) within one (1) Business Day (in all other cases) following any written request by Administrative Agent or L/C Issuer, in each case, in an amount not less than the applicable Minimum Collateral Amount (determined in the case of Cash Collateral provided pursuant to *clause (v)* above, after giving effect to *Section 12.22(a)(iv)* and any Cash Collateral provided by the Defaulting Lender).

(b) **Grant of Security Interest.** Borrowers, and to the extent provided by any Defaulting Lender, such Defaulting Lender, hereby grant to (and subjects to the control of) Administrative Agent, for the benefit of Administrative Agent, L/C Issuer and Lenders, and agrees to maintain, a first priority security interest in all such Cash Collateral, and all other property so provided as Collateral pursuant hereto, and in all proceeds of the foregoing, all as security for the obligations to which such Cash Collateral may be applied pursuant to *Section 2.7(c)*. If at any time Administrative Agent determines that Cash Collateral is subject to any right or claim of any Person other than Administrative Agent or L/C Issuer as herein provided, or that the total amount of such Cash Collateral is less than the Minimum Collateral Amount, Borrowers will, promptly upon written demand by Administrative Agent, pay or provide to Administrative Agent additional Cash Collateral in an amount sufficient to eliminate such deficiency. All Cash Collateral (other than credit support not constituting funds subject to deposit) shall be maintained in one or more blocked, non-interest bearing deposit accounts at Texas Capital Bank or one or more deposit accounts or lockboxes maintained with another financial institution so long as a deposit account control agreement has been executed in favor of

the Administrative Agent prior to, or contemporaneously with, the opening of any such accounts or lockboxes. Borrowers shall pay on written demand to Borrower Representative therefor from time to time all customary account opening, activity and other administrative fees and charges in connection with the maintenance and disbursement of Cash Collateral.

(c) **Application.** Notwithstanding anything to the contrary contained in this Agreement, Cash Collateral provided under any of this *Section 2.7* or *Sections 2.2, 10.2* or *12.22* in respect of Letters of Credit shall be held and applied to the satisfaction of the specific L/C Obligations, obligations to fund participations therein (including, as to Cash Collateral provided by a Defaulting Lender, any interest accrued on such obligation) and other obligations for which the Cash Collateral was so provided, prior to any other application of such property as may otherwise be provided for herein.

(d) **Release.** Cash Collateral (or the appropriate portion thereof) provided to reduce Fronting Exposure or to secure other obligations shall be released promptly following (i) the elimination of the applicable Fronting Exposure or other obligations giving rise thereto (including by the termination of Defaulting Lender status of the applicable Lender (or, as appropriate, its assignee following compliance with *Section 12.8(b)(vii)*) or (ii) the reasonable determination by Administrative Agent and L/C Issuer that there exists excess Cash Collateral; *provided, however*, (x) any such release shall be without prejudice to, and any disbursement or other transfer of Cash Collateral shall be and remain subject to, any other Lien conferred under the Loan Documents and the other applicable provisions of the Loan Documents, and (y) if an Event of Default has occurred and is continuing, the Person providing Cash Collateral and L/C Issuer may agree that Cash Collateral shall not be released but instead held to support future anticipated Fronting Exposure or other obligations.

## Section 2.8 **Interest; Payment Terms.**

(a) **Revolving Credit Loans – Payment of Principal and Interest; Revolving Nature.** The unpaid principal amount of each Portion of the Revolving Credit Loans shall, subject to the following sentence and *Section 2.8(g)*, bear interest at the applicable Interest Rate. If at any time the Interest Rate would exceed the Maximum Rate but for the provisions thereof limiting interest to the Maximum Rate, then any subsequent reduction shall not reduce the rate of interest on the Revolving Credit Loans below the Maximum Rate until the aggregate amount of interest accrued on the Revolving Credit Loans equals the aggregate amount of interest which would have accrued on the Revolving Credit Loans if the Interest Rate had not been limited by the Maximum Rate. All accrued but unpaid interest on the principal balance of the Revolving Credit Loans shall be payable in arrears on each Payment Date and on the Maturity Date for the Revolving Credit Facility, *provided* that interest accruing at the Default Interest Rate pursuant to *Section 2.8(g)* shall be payable on written demand. The then Outstanding Amount of the Revolving Credit Loans and all accrued but unpaid interest thereon shall be due and payable on the Maturity Date for the Revolving Credit Facility. The unpaid principal balance of the Revolving Credit Loans at any time shall be the total amount advanced hereunder by Revolving Credit Lenders less the amount of principal payments made thereon by or for Borrowers, which balance may be endorsed on the Revolving Credit Notes from time to time by Revolving Credit Lenders or otherwise noted in Revolving Credit Lenders' and/or Administrative Agent's records, which notations shall be, absent manifest error, conclusive evidence of the amounts owing hereunder from time to time.

(b) **Term Loan – Payment of Principal and Interest.** The unpaid principal amount of the Term Loans shall, subject to the following sentence, bear interest at the applicable Interest Rate. If at any time the Interest Rate shall exceed the Maximum Rate but for the provisions

thereof limiting interest to the Maximum Rate, then any subsequent reduction shall not reduce the rate of interest on the Term Loans below the Maximum Rate until the aggregate amount of interest accrued on the Term Loans equals the aggregate amount of interest which would have accrued on the Term Loans if the Interest Rate had not been limited by the Maximum Rate. All accrued but unpaid interest on the principal balance of the Term Loans shall be payable in arrears by Borrowers on each Payment Date and on the Maturity Date for the Term Loan Facility, *provided* that interest accruing at the Default Interest Rate pursuant to **Section 2.8(g)** shall be payable on written demand. In addition, from and after the First Amendment Effective Date the principal balance of the Term Loans shall be due and payable (i) in quarterly installments, each in the amount indicated below, on the first day of each calendar quarter during the term hereof as shown below beginning on October 1, 2017, and (ii) in one final installment on the Maturity Date for the Term Loan Facility in the amount of the then Outstanding Amount of the Term Loans and all accrued but unpaid interest thereon (the amortization schedule shall be increased on a proportionate basis to the extent the Term Loan Commitments are increased under **Section 2.10**):

<b>Payment Date</b>	<b>Scheduled Amortization</b>
October 1, 2017	\$3,750,000
January 1, 2018	\$3,750,000
April 1, 2018	\$3,750,000
July 1, 2018	\$3,750,000
October 1, 2018	\$4,687,500

(c) **Application.** Except as expressly provided herein to the contrary, all payments on the Obligations under the Loan Documents shall be applied in the following order of priority: (i) the payment or reimbursement of any expenses, costs or obligations (other than the Outstanding Amount thereof and interest thereon) for which Borrowers shall be obligated or Administrative Agent, L/C Issuer, Swing Line Lender, or any Lender shall be entitled pursuant to the provisions of this Agreement, the Notes or the other Loan Documents; (ii) the payment of accrued but unpaid interest thereon; (iii) the payment of all or any portion of the principal balance thereof then outstanding hereunder as directed by Borrowers; *provided* that any prepayment of the Term Loans shall be applied to prepay the next four (4) quarterly payments of the Term Loans in direct order of maturity, (iv) to prepay all remaining installments of the Term Loans pro rata against all such scheduled installments based upon the respective amounts thereof; (v) to prepay outstanding Swing Line Loans; (vi) to prepay outstanding Revolving Credit Loans without permanent reduction of the aggregate Revolving Credit Commitment; and (vii) to cash collateralize Letters of Credit in an amount determined in accordance with the terms hereof; provided that the proceeds of the First Amendment Equity Investment shall be applied solely to outstanding Revolving Credit Loans without a reduction in the Revolving Credit Commitments. Except in the case of the First Amendment Equity Investment, if an Event of Default exists under this Agreement, the Notes or under any of the other Loan Documents, any such payment shall be applied as provided in **Section 10.3** below.

(d) **Computation Period.** Interest on the Loans and all other amounts payable by Borrowers hereunder on a per annum basis shall be computed on the basis of a 360-day year and the actual number of days elapsed (including the first day but excluding the last day) unless such calculation would result in a usurious rate, in which case interest shall be calculated on the basis of a 365-day year or 366-day year, as the case may be. In computing the number of days during which interest accrues, the day on which funds are initially advanced shall be included regardless of the time of day such advance is made, and the day on which funds are repaid shall be included unless repayment is credited prior to the close of business on the Business Day received. Each

determination by Administrative Agent of an interest rate or fee hereunder shall be conclusive and binding for all purposes, absent manifest error.

(e) **Unconditional Payment.** Borrowers are and shall be obligated to pay all principal, interest and any and all other amounts which become payable under any of the Loan Documents absolutely and unconditionally and without any abatement, postponement, diminution or deduction whatsoever and without any reduction for counterclaim or setoff whatsoever. If at any time any payment received by Administrative Agent hereunder shall be deemed by a court of competent jurisdiction to have been a voidable preference or fraudulent conveyance under any Debtor Relief Law, then the obligation to make such payment shall survive any cancellation or satisfaction of the Obligations under the Loan Documents and shall not be discharged or satisfied with any prior payment thereof or cancellation of such Obligations, but shall remain a valid and binding obligation enforceable in accordance with the terms and provisions hereof, and such payment shall be immediately due and payable upon demand.

(f) **Partial or Incomplete Payments.** Remittances in payment of any part of the Obligations under the Loan Documents other than in the required amount in immediately available funds at the place where such Obligations are payable shall not, regardless of any receipt or credit issued therefor, constitute payment until the required amount is actually received by Administrative Agent in full in accordance herewith and shall be made and accepted subject to the condition that any check or draft may be handled for collection in accordance with the practice of the collecting bank or banks. Acceptance by Administrative Agent of any payment in an amount less than the full amount then due shall be deemed an acceptance on account only, and the failure to pay the entire amount then due shall be and continue to be an Event of Default.

(g) **Default Interest Rate.** For so long as any Event of Default exists, regardless of whether or not there has been an acceleration of the Loans, and at all times after the maturity of the Loans (whether by acceleration or otherwise), and in addition to all other rights and remedies of Administrative Agent or Lenders hereunder, following written notice from Administrative Agent (effective as of the date of the Event of Default or maturity, as applicable, unless a later date is specified by Administrative Agent), (i) interest shall accrue on the Outstanding Amount of the Loans at the Default Interest Rate and (ii) interest shall accrue on any past due amount (other than the outstanding principal balance) at the Default Interest Rate, and such accrued interest shall be immediately due and payable. Borrowers acknowledge that it would be extremely difficult or impracticable to determine Administrative Agent's or Lenders' actual damages resulting from any late payment or Event of Default, and such accrued interest are reasonable estimates of those damages and do not constitute a penalty.

## Section 2.9 **Voluntary Termination or Reduction of Revolving Credit Commitments; Prepayments.**

(a) **Voluntary Termination or Reduction of Revolving Credit Commitments.** Borrowers may, upon written notice by Borrower Representative to Administrative Agent, terminate the Revolving Credit Commitments, or from time to time permanently reduce the Revolving Credit Commitments; *provided* that (i) any such notice shall be received by Administrative Agent not later than 11:00 a.m. three (3) Business Days prior to the date of termination or reduction, (ii) any such partial reduction shall be in an aggregate amount of \$5,000,000 or any whole multiple of \$1,000,000 in excess thereof, and (iii) Borrowers shall not terminate or reduce the Revolving Credit Commitments if, after giving effect thereto and to any concurrent prepayments hereunder, the Revolving Credit Exposure of all Revolving Credit Lenders would exceed the lesser of (i) the aggregate amount of the Revolving Credit Commitments of the Revolving Credit Lenders and (ii) the Borrowing Base. Administrative

Agent will promptly notify Revolving Credit Lenders of any such notice of termination or reduction of the Revolving Credit Commitments. Any reduction of the Revolving Credit Commitments shall be applied to the Revolving Credit Commitment of each Revolving Credit Lender according to its Applicable Percentage. All fees accrued until the effective date of any termination of the Revolving Credit Commitments shall be paid on the effective date of such termination.

(b) **Voluntary Prepayments.** Subject to the conditions set forth below, Borrowers shall have the right, at any time and from time to time upon at least one (1) Business Day prior written notice to Administrative Agent, to prepay the principal of the Term Loans, the Revolving Credit Loans, or the Swing Line Loans in full or in part. If there is a prepayment of all or any portion of the principal of the Term Loans or the Revolving Credit Loans or the Swing Line Loans on or before the Maturity Date for such Loans, whether voluntary or because of acceleration or otherwise, such prepayment shall also include (x) any and all accrued but unpaid interest on the amount of principal being so prepaid through and including the date of prepayment, plus any other sums which have become due to Lenders under the other Loan Documents on or before the date of prepayment, but which have not been fully paid. Voluntary prepayments of the Term Loan shall be applied to the next four (4) quarterly payments in the direct order of maturity and then pro rata against all remaining principal payments, including the payment due on the Maturity Date for the Term Loan Facility.

(c) **Mandatory Prepayment of Revolving Credit Facility.** If at any time after the First Amendment Effective Date, (i) the Revolving Credit Exposure of the Revolving Credit Lenders exceeds the Borrowing Base then in effect, then Borrowers shall immediately prepay the entire amount of such excess to Administrative Agent, for the ratable account of Revolving Credit Lenders, and/or Cash Collateralize the L/C Obligations in an aggregate amount equal to such excess and/or (ii) to the extent that any Revolving Credit Loans are then outstanding, Borrowers' Cash On Hand exceeds \$5,000,000 as evidenced in a report required pursuant to **Section 7.1(o)**, then Borrowers shall prepay the Revolving Credit Loans (without permanent reduction in the aggregate Revolving Credit Commitments) on the date such report is delivered in an amount equal to the lesser of (x) the amount of Revolving Credit Loans then outstanding and (y) the entire amount of such excess, and/or Cash Collateralize the L/C Obligations in an aggregate amount equal to such excess; *provided, however*, that in each case, Borrowers shall not be required to Cash Collateralize the L/C Obligations pursuant to this **Section 2.9(c)** unless after the prepayment in full of the Revolving Credit Loans and Swing Line Loans the Revolving Credit Exposure of the Revolving Credit Lenders exceeds the Borrowing Base then in effect. Each prepayment required by this **Section 2.9(c)** shall be applied, first, to any Base Rate Portions then outstanding, and, second, to any LIBOR Portions then outstanding, and if more than one LIBOR Portion is then outstanding, to such LIBOR Portions in such order as Borrower Representative may direct, or if Borrower Representative fails to so direct, as Administrative Agent shall elect.

(d) **Mandatory Prepayment of Term Loans.**

(i) From and after the First Amendment Effective Date, concurrently with any asset disposition in excess of \$250,000 (excluding the sale of any interest in Marodyne), Borrowers shall use 100% of the net cash proceeds of such disposition, that are not used to purchase other assets to replace such assets, to prepay the Term Loans pro rata against all remaining installments (including amounts due on the Maturity Date); provided that (x) such replacement of assets must be completed within one hundred eighty (180) days after the date of such disposition (or such longer period of time agreed to in writing by Required Lenders), (y) while such replacement is underway, all of such net proceeds are on deposit with Administrative Agent in a separate deposit account over

which Administrative Agent has exclusive control, and (z) such disposition did not cause an Event of Default; provided, further that if an Event of Default occurs pursuant to which Administrative Agent exercises its rights to accelerate the Obligations under the Loan Documents as provided in *Section 10.2* or such replacement is not completed within one hundred eighty (180) days of the date of such disposition (or such longer period of time agreed to in writing by Required Lenders), then Administrative Agent may immediately and without notice to any Person apply all of such net proceeds to such Obligations, regardless of any other prior agreement regarding the disposition of such net proceeds.

(ii) From and after the First Amendment Effective Date, Borrowers shall prepay the Term Loans annually, within the earlier of (x) 140 days after the end of each fiscal year and (y) ten (10) days after delivery of the annual financial statements for each fiscal year pursuant to *Section 7.1(a)*, commencing with the fiscal year ending December 31, 2017, in an amount equal to the Excess Cash Flow Percentage of Excess Cash Flow for such fiscal year, which prepayment shall be applied to the installments due thereon in the inverse order of maturity (including amounts due on the Maturity Date).

(iii) From and after the First Amendment Effective Date, concurrently with the issuance by any Obligated Party of any of its stock or other equity interests (other than any Excluded Issuances), Borrowers shall prepay the Term Loans in the amount equal to 100% of the net cash proceeds thereof, which prepayment shall be applied to installments due thereon in the inverse order of maturity (including amounts due on the Maturity Date).

(iv) From and after the First Amendment Effective Date, concurrently with the incurrence or issuance by any Obligated Party of any Debt (other than Debt expressly permitted to be incurred or issued pursuant to *Section 8.1*), Borrowers shall prepay the Term Loans in an amount equal to 100% of the net cash proceeds thereof, which prepayment shall be applied to installments due thereon in the inverse order of maturity (including amounts due on the Maturity Date).

(v) Subject to *Section 7.5(c)*, concurrently with any Extraordinary Receipt in excess of \$250,000, Borrowers shall prepay the Term Loans in an amount equal to 100% of the net cash proceeds thereof other than net proceeds that are used to repair or replace the equipment, fixed assets or real property in respect of which such net cash proceeds were received, which prepayment shall be applied pro rata against all remaining installments (including amounts due on the Maturity Date).

#### Section 2.10 **Uncommitted Increase in Term Loan Commitments.**

(a) **Request for Increase.** Provided there exists no Default, upon notice to Administrative Agent (which shall promptly notify the Lenders), Borrower Representative may from time to time, at any time prior to June 30, 2017, request an increase in the aggregate Term Loan Commitments by an amount not less than \$10,000,000 (or, if less the remaining amount) individually and not exceeding in the aggregate \$25,000,000 over such period (the “*Incremental Facility*”); provided that Borrower Representative may make a maximum of two such requests. At the time of sending such notice, Borrower Representative (in consultation with Administrative Agent) shall specify the time period within which each Term Loan Lender is requested to respond (which shall in no event be less than ten Business Days from the date of delivery of such notice to the Term Loan Lenders).

(b) **Lender Elections to Increase.** Each Term Loan Lender shall notify Administrative Agent within such time period whether or not it agrees to increase its Term Loan Commitment and, if so, whether by an amount equal to, greater than, or less than its Applicable Percentage of such requested increase. Any Term Loan Lender not responding within such time period shall be deemed to have declined to increase its Term Loan Commitment.

(c) **Notification by Administrative Agent; Additional Term Loan Lenders.** Administrative Agent shall notify Borrower Representative and each Lender of the Term Loan Lenders' responses to each request made hereunder. To achieve the full amount of a requested increase and subject to the approval of Administrative Agent (which approval shall not be unreasonably withheld), Borrowers may also invite additional Eligible Assignees to become Term Loan Lenders pursuant to a joinder agreement in form and substance reasonably satisfactory to Administrative Agent and its counsel.

(d) **Effective Date and Allocations.** If the Term Loan Commitments are increased in accordance with this Section, Administrative Agent and Borrower Representative shall determine the effective date (the "**Increase Effective Date**") and the final allocation of such increase. Administrative Agent shall promptly notify Borrower Representative and the Lenders of the final allocation of such increase and the Increase Effective Date.

(e) **Conditions to Effectiveness of Increase.** As a condition precedent to such increase, (i) Borrower Representative shall deliver to Administrative Agent a certificate of each Obligated Party dated as of the Increase Effective Date signed by a Responsible Officer of such Obligated Party (x) certifying and attaching the resolutions adopted by such Obligated Party approving or consenting to such increase, and (y) in the case of Borrowers, certifying that, before and after giving effect to such increase, (A) the representations and warranties contained in **Article 6** and the other Loan Documents are true and correct on and as of the Increase Effective Date, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they are true and correct as of such earlier date, and except that for purposes of this **Section 2.10**, the representations and warranties contained in **subsections (a) and (b)** of **Section 7.1** shall be deemed to refer to the most recent statements furnished pursuant to **subsections (a) and (b)**, respectively, of **Section 7.1**, (B) no Default exists, and (C) Borrowers are in pro forma compliance with the financial covenants in **Article 9**, (ii) the maturity date of such loans shall not be earlier than the Maturity Date, and (iii) if the Applicable Margin (which, for such purposes only, shall be deemed to include all upfront or similar fees or original issue discount) payable to the Lenders providing the Incremental Facility (but excluding the portion of structuring, arrangement, commitment or similar fees not shared with all such Lenders in connection therewith)) relating to any Incremental Facility exceeds the then Applicable Margin (which, for such purposes only, shall be deemed to include all upfront or similar fees or original issue discount) payable to all Lenders providing the Term Loan extended on the Closing Date (the "**Closing Date Facilities**") (but excluding structuring, arrangement, commitment or similar fees not shared with such Term Loan Lenders in connection therewith)) by more than 0.50%, the Applicable Margin relating to the Closing Date Facilities shall be adjusted to be equal to the Applicable Margin (which, for such purposes only, shall be deemed to include all upfront or similar fees or original issue discount) payable to all Lenders providing such Incremental Facilities (but excluding structuring, arrangement, commitment or similar fees not shared with all such Lenders in connection therewith)) relating to such Incremental Facilities minus 0.50%.

(f) **Conflicting Provisions.** This Section shall supersede any provisions in **Section 12.23** or **12.10** to the contrary.

## ARTICLE 3

### TAXES, YIELD PROTECTION AND INDEMNITY

#### Section 3.1 **Increased Costs.**

(a) **Increased Costs Generally.** If any Change in Law shall:

(i) impose, modify or deem applicable any reserve, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or credit extended or participated in by, any Lender (except any reserve requirement reflected in Adjusted LIBOR);

(ii) subject any Recipient to any Taxes (other than (A) Indemnified Taxes, (B) Taxes described in *clauses (b)* through *(d)* of the definition of Excluded Taxes and (C) Connection Income Taxes) on its loans, loan principal, letters of credit, commitments, or other obligations, or its deposits, reserves, other liabilities or capital attributable thereto; or

(iii) impose on any Lender or the London interbank market any other condition, cost or expense (other than Taxes) affecting this Agreement or Loans made by such Lender;

and the result of any of the foregoing shall be to increase the cost to such Lender or such other Recipient of making, converting to, continuing or maintaining any Loan or of maintaining its obligation to make any such Loan, or to increase the cost to such Lender or such other Recipient of participating in, issuing or maintaining any Letter of Credit (or of maintaining its obligation to participate in or to issue any Letter of Credit) or to reduce the amount of any sum received or receivable by such Lender or other Recipient hereunder (whether of principal, interest or any other amount) then, upon written request of such Lender or other Recipient, Borrowers will pay to such Lender or other Recipient, as the case may be, such additional amount or amounts as will compensate such Lender or other Recipient, as the case may be, for such additional costs incurred or reduction suffered; provided that such additional amounts are also being assessed by such Lender against substantially all borrowers under similar credit facilities (to the extent such Lender is permitted to do so).

(b) **Capital or Liquidity Requirements.** If any Lender determines that any Change in Law affecting such Lender or any lending office of such Lender or such Lender's holding company, if any, regarding capital or liquidity requirements, has or would have the effect of reducing the rate of return on such Lender's capital or on the capital of such Lender's holding company, if any, as a consequence of this Agreement, the Commitments of such Lender or the Loans made by, or participations in Letters of Credit or Swing Line Loans held by such Lender or the Letters of Credit issued by L/C Issuer, to a level below that which such Lender or such Lender's holding company could have achieved but for such Change in Law (taking into consideration such Lender's policies and the policies of such Lender's holding company with respect to capital adequacy and liquidity), then from time to time Borrowers will pay to such Lender such additional amount or amounts as will compensate such Lender or such Lender's holding company for any such reduction suffered, provided, that such additional amounts are also being assessed by such Lender against substantially all borrowers under similar credit facilities (to the extent such Lender is permitted to do so).



(c) **Certificates for Reimbursement.** A certificate of a Lender setting forth the amount or amounts necessary to compensate such Lender or its holding company, as the case may be, as specified in *Sections 3.1(a)* or *(b)* and delivered to Borrower Representative, shall be conclusive absent manifest error. Borrowers shall pay such Lender the amount shown as due on any such certificate within ten (10) days after receipt thereof.

(d) **Delay in Requests.** Failure or delay on the part of any Lender to demand compensation pursuant to this *Section 3.1* shall not constitute a waiver of such Lender's right to demand such compensation; *provided* that Borrowers shall not be required to compensate a Lender pursuant to this *Section 3.1* for any increased costs incurred or reductions suffered more than nine (9) months prior to the date that such Lender notifies Borrower Representative of the Change in Law giving rise to such increased costs or reductions, and of such Lender's intention to claim compensation therefor (except that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the nine (9) -month period referred to above shall be extended to include the period of retroactive effect thereof).

**Section 3.2 Illegality.** If any Lender determines in good faith that any Change in Law has made it unlawful, or that any Governmental Authority has asserted that it is unlawful, for any Lender or its Lending Office to make, maintain or fund Loans whose interest is determined by reference to LIBOR, or to determine or charge interest rates based upon LIBOR, or any Governmental Authority has imposed material restrictions on the authority of such Lender to purchase or sell, or to take deposits of, Dollars in the London interbank market, then, on notice thereof by such Lender to Borrower Representative through Administrative Agent, (i) any obligation of such Lender to make or continue LIBOR Portions or to convert Base Rate Portions to LIBOR Portions shall be suspended, and (ii) if such notice asserts the illegality of such Lender making or maintaining Base Rate Portions the interest rate on which is determined by reference to the LIBOR component of the Base Rate, the interest rate on which Base Rate Portions of such Lender shall, if necessary to avoid such illegality, be determined by Administrative Agent without reference to the LIBOR component of the Base Rate, in each case until such Lender notifies Administrative Agent and Borrower Representative that the circumstances giving rise to such determination no longer exist. Upon receipt of such notice, (x) Borrowers shall, upon demand from such Lender (with a copy to Administrative Agent) to Borrower Representative, prepay or, if applicable, convert all LIBOR Portions of such Lender to Base Rate Portions (the interest rate on which Base Rate Loans of such Lender shall, if necessary to avoid such illegality, be determined by Administrative Agent without reference to the LIBOR component of the Base Rate), either on the last day of the Interest Period therefor, if such Lender may lawfully continue to maintain such LIBOR Portions to such day, or immediately, if such Lender may not lawfully continue to maintain such LIBOR Portions and (y) if such notice asserts the illegality of such Lender determining or charging interest rates based upon LIBOR, Administrative Agent shall during the period of such suspension compute the Base Rate applicable to such Lender without reference to the LIBOR component thereof until Administrative Agent is advised in writing by such Lender that it is no longer illegal for such Lender to determine or charge interest rates based upon the LIBOR. Upon any such prepayment or conversion, Borrowers shall also pay accrued interest on the amount so prepaid or converted.

**Section 3.3 Inability to Determine Rates.** If (a) Administrative Agent or the Required Lenders determine that for any reason in connection with any request for a LIBOR Portion or a conversion to or continuation thereof that (i) Dollar deposits are not being offered to banks in the London interbank eurodollar market for the applicable amount and Interest Period of such LIBOR Portion, (ii) adequate and reasonable means do not exist for determining LIBOR for any requested Interest Period with respect to a proposed LIBOR Portion or in connection with an existing or proposed Base Rate Portion, or (iii) LIBOR for any requested Interest Period with respect to a proposed LIBOR Portion does not adequately and fairly reflect the cost to such Lenders of funding such LIBOR Portion, or (b) by reason

of any Change in Law any Lender would become subject to restrictions on the amount of a category of liabilities or assets which it may hold and notifies Administrative Agent of same, Administrative Agent will promptly so notify Borrower Representative and each Lender. Thereafter, (x) the obligation of Lenders to make or maintain LIBOR Portions shall be suspended, and (y) in the event of a determination described in the preceding sentence with respect to the LIBOR component of the Base Rate, the utilization of the LIBOR component in determining the Base Rate shall be suspended, in each case until Administrative Agent (upon the instruction of the Required Lenders) revokes such notice. Upon receipt of such notice, Borrower Representative may revoke any pending request for a Borrowing of, conversion to or continuation of LIBOR Portions or, failing that, will be deemed to have converted such request into a request for a Borrowing of Base Rate Portions in the amount specified therein.

#### Section 3.4 **Taxes.**

(a) **Defined Terms.** For purposes of this Section, the term “applicable law” includes FATCA.

(b) **Payment Free of Taxes.** Any and all payments by or on account of any obligation of Borrowers under any Loan Document shall be made without deduction or withholding for any Taxes, except as required by applicable law. If any applicable law (as determined in the good faith discretion of an applicable Withholding Agent) requires the deduction or withholding of any Tax from any such payment by a Withholding Agent, then the applicable Withholding Agent shall be entitled to make such deduction or withholding and shall timely pay the full amount deducted or withheld to the relevant Governmental Authority in accordance with applicable law and, if such Tax is an Indemnified Tax, then the sum payable by Borrowers shall be increased as necessary so that after such deduction or withholding has been made (including such deductions and withholdings applicable to additional sums payable under this *Section 3.4*) the applicable Recipient receives an amount equal to the sum it would have received had no such deduction or withholding been made.

(c) **Payment of Other Taxes by Borrowers.** Borrowers shall timely pay to the relevant Governmental Authority in accordance with applicable law, or at the option of Administrative Agent timely reimburse it for the payment of, any Other Taxes.

(d) **Indemnification by Borrowers.** Borrowers shall indemnify each Recipient, within ten (10) days after demand therefor, for the full amount of any Indemnified Taxes (including Indemnified Taxes imposed or asserted on or attributable to amounts payable under this *Section 3.4*) payable or paid by such Recipient or required to be withheld or deducted from a payment to such Recipient and any reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to Borrower Representative by a Lender (with a copy to Administrative Agent), or by Administrative Agent on its own behalf or on behalf of a Lender, shall be conclusive absent manifest error.

(e) **Indemnification by Lenders.** Each Lender shall severally indemnify Administrative Agent, within ten (10) days after demand therefor, for (i) any Indemnified Taxes attributable to such Lender (but only to the extent that Borrowers have not already indemnified Administrative Agent for such Indemnified Taxes and without limiting the obligation of Borrowers to do so), (ii) any Taxes attributable to such Lender’s failure to comply with the provisions of *Section 12.8* relating to the maintenance of a Participant Register and (iii) any Excluded Taxes attributable to such Lender, in each case, that are payable or paid by Administrative Agent in connection with any Loan Document, and any reasonable expenses

arising therefrom or with respect thereto, whether or not such Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to any Lender by Administrative Agent shall be conclusive absent manifest error. Each Lender hereby authorizes Administrative Agent to set off and apply any and all amounts at any time owing to such Lender under any Loan Document or otherwise payable by Administrative Agent to such Lender from any other source against any amount due to Administrative Agent under this *Section 3.4(e)*.

(f) **Evidence of Payments.** As soon as practicable after any payment of Taxes by Borrowers to a Governmental Authority pursuant to this *Section 3.4*, Borrower Representative shall deliver to Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to Administrative Agent.

(g) **Status of Lenders.**

(i) Any Lender that is entitled to an exemption from or reduction of withholding Tax with respect to payments made under any Loan Document shall deliver to Borrower Representative and Administrative Agent, at the time or times reasonably requested by Borrower Representative or Administrative Agent, such properly completed and executed documentation reasonably requested by Borrower Representative or Administrative Agent as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Lender, if reasonably requested by Borrower Representative or Administrative Agent, shall deliver such other documentation prescribed by applicable law or reasonably requested by Borrower Representative or Administrative Agent as will enable Borrowers or Administrative Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements. Notwithstanding anything to the contrary in the preceding two (2) sentences, the completion, execution and submission of such documentation (other than such documentation set forth in *Section 3.4(g)(ii)(A)*, *(ii)(B)* and *(ii)(D)* below) shall not be required if in such Lender's reasonable judgment such completion, execution or submission would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender.

(ii) Without limiting the generality of the foregoing, in the event that any Borrower is a U.S. Person,

(A) any Lender that is a U.S. Person shall deliver to Borrower Representative and Administrative Agent on or prior to the date on which such Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of Borrower Representative or Administrative Agent), executed originals of IRS Form W-9 certifying that such Lender is exempt from U.S. federal backup withholding Tax;

(B) any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to Borrower Representative and Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of Borrower Representative or Administrative Agent), whichever of the following is applicable:

(1) in the case of a Foreign Lender claiming the benefits of an income tax treaty to which the United States is a party (x) with respect to payments of interest under any Loan Document, executed originals of the applicable IRS Form W-8 (W-BEN or W-8BEN-E) establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the “interest” article of such tax treaty and (y) with respect to any other applicable payments under any Loan Document, the applicable IRS Form W-8 establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the “business profits” or “other income” article of such tax treaty;

(2) executed originals of IRS Form W-8ECI;

(3) in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under *Section 881(c)* of the Code, (x) a certificate substantially in the form of **Exhibit I-1** to the effect that such Foreign Lender is not a “bank” within the meaning of *Section 881(c)(3)(A)* of the Code, a “10 percent shareholder” of Borrower within the meaning of *Section 881(c)(3)(B)* of the Code, or a “controlled foreign corporation” described in *Section 881(c)(3)(C)* of the Code (a “U.S. Tax Compliance Certificate”) and (y) executed originals of the applicable IRS Form W-8; or

(4) to the extent a Foreign Lender is not the beneficial owner, executed originals of IRS Form W-8IMY, accompanied by IRS Form W-8ECI, the applicable IRS Form W-8, a U.S. Tax Compliance Certificate substantially in the form of **Exhibit I-2** or **Exhibit I-3**, IRS Form W-9, and/or other certification documents from each beneficial owner, as applicable; *provided* that if the Foreign Lender is a partnership and one or more direct or indirect partners of such Foreign Lender are claiming the portfolio interest exemption, such Foreign Lender may provide a U.S. Tax Compliance Certificate substantially in the form of **Exhibit I-4** on behalf of each such direct and indirect partner;

(C) any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to Borrower Representative and Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of Borrower or Administrative Agent), executed originals of any other form prescribed by applicable law as a basis for claiming exemption from or a reduction in U.S. federal withholding Tax, duly completed, together with such supplementary documentation as may be prescribed by applicable law to permit Borrower Representative or Administrative Agent to determine the withholding or deduction required to be made; and

(D) if a payment made to a Lender under any Loan Document would be subject to U.S. federal withholding Tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in *Section 1471(b)* or *1472(b)* of the Code, as applicable), such Lender shall deliver to Borrower Representative and

Administrative Agent at the time or times prescribed by law and at such time or times reasonably requested by Borrower Representative or Administrative Agent such documentation prescribed by applicable law (including as prescribed by *Section 1471(b)(3)(C)(i)* of the Code) and such additional documentation reasonably requested by Borrower Representative or Administrative Agent as may be necessary for Borrower Representative and Administrative Agent to comply with their obligations under FATCA and to determine that such Lender has complied with such Lender's obligations under FATCA or to determine the amount to deduct and withhold from such payment. Solely for purposes of this **clause (D)**, "**FATCA**" shall include any amendments made to FATCA after the date of this Agreement.

Each Lender agrees that if any form or certification it previously delivered expires or becomes obsolete or inaccurate in any respect, it shall update such form or certification or promptly notify Borrower Representative and Administrative Agent in writing of its legal inability to do so.

(h) **Treatment of Certain Refunds.** If any party determines, in its sole discretion exercised in good faith, that it has received a refund of any Taxes as to which it has been indemnified pursuant to this **Section 3.4** (including by the payment of additional amounts pursuant to this **Section 3.4**), it shall pay to the indemnifying party an amount equal to such refund (but only to the extent of indemnity payments made under this **Section 3.4** with respect to the Taxes giving rise to such refund), net of all out-of-pocket expenses (including Taxes) of such indemnified party and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund). Such indemnifying party, upon the request of such indemnified party, shall repay to such indemnified party the amount paid over pursuant to this **Section 3.4(h)** (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) in the event that such indemnified party is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this **Section 3.4(h)**, in no event will the indemnified party be required to pay any amount to an indemnifying party pursuant to this **Section 3.4(h)** the payment of which would place the indemnified party in a less favorable net after-Tax position than the indemnified party would have been in if the Tax subject to indemnification and giving rise to such refund had not been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts with respect to such Tax had never been paid. This **Section 3.4(h)** shall not be construed to require any indemnified party to make available its Tax returns (or any other information relating to its Taxes that it deems confidential) to the indemnifying party or any other Person.

(i) **Survival.** Each party's obligations under this **Section 3.4** shall survive the resignation or replacement of Administrative Agent or any assignment of rights by, or the replacement of, a Lender, the termination of the Commitments and the repayment, satisfaction or discharge of all obligations under any Loan Document.

**Section 3.5 Compensation for Losses.** Upon written demand of any Lender (with a copy to Administrative Agent) from time to time, Borrowers shall promptly compensate such Lender for and hold such Lender harmless from any loss, cost or expense incurred by it as a result of:

(a) any continuation, conversion, payment or prepayment of any LIBOR Portion on a day other than the last day of the Interest Period for such Loan (whether voluntary, mandatory, automatic, by reason of acceleration, or otherwise); or

(b) any failure by Borrowers (for a reason other than the failure of such Lender to lend a LIBOR Portion) to prepay, borrow, continue or convert any LIBOR Portion on the date or in the amount notified by Borrower Representative; or

(c) any assignment of a LIBOR Portion on a day other than the last day of the Interest Period therefor as a result of a request by Borrower Representative pursuant to **Section 3.6(b)**;

including any loss of anticipated profits and any loss or documented expense arising from the liquidation or reemployment of funds obtained by it to maintain such Loan or from fees payable to terminate the deposits from which such funds were obtained. Borrowers shall also pay any customary administrative fees charged by such Lender in connection with the foregoing.

For purposes of calculating amounts payable by Borrowers to the Lenders under this **Section 3.5**, each Lender shall be deemed to have funded each LIBOR Portion made by it at Adjusted LIBOR for such Loan by a matching deposit or other borrowing in the London interbank eurodollar market for a comparable amount and for a comparable period, whether or not such LIBOR Portion was in fact so funded.

### **Section 3.6 Mitigation of Obligations; Replacement of Lenders.**

(a) **Designation of a Different Lending Office.** If any Lender requests compensation under **Section 3.1**, or requires Borrowers to pay any Indemnified Taxes or additional amounts to any Lender or any Governmental Authority for the account of any Lender pursuant to **Section 3.4**, then such Lender shall (at the request of Borrower Representative) use reasonable efforts to designate a different lending office for funding or booking its Loans hereunder or to assign its rights and obligations hereunder to another of its offices, branches or affiliates, if, in the judgment of such Lender, such designation or assignment (i) would eliminate or reduce amounts payable pursuant to **Section 3.1** or **Section 3.4**, as the case may be, in the future, and (ii) would not subject such Lender to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender. Borrowers hereby agrees to pay all reasonable documented costs and expenses incurred by any Lender in connection with any such designation or assignment.

(b) **Replacement of Lenders.** If any Lender requests compensation under **Section 3.1**, or if Borrowers are required to pay any Indemnified Taxes or additional amounts to any Lender or any Governmental Authority for the account of any Lender pursuant to **Section 3.4** and, in each case, such Lender has declined or is unable to designate a different lending office in accordance with **Section 3.6(a)**, or if any Lender is a Defaulting Lender or a Non-Consenting Lender, then Borrower Representative may, at its sole expense and effort, upon notice to such Lender and Administrative Agent, require such Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in, and consents required by, **Section 12.8**), all of its interests, rights (other than its existing rights to payments pursuant to **Section 3.1** or **Section 3.4**) and obligations under this Agreement and the related Loan Documents to an Eligible Assignee that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment); *provided that*:

(i) Borrowers shall have paid to Administrative Agent the assignment fee (if any) specified in **Section 12.8**;

(ii) such Lender shall have received payment of an amount equal to the Outstanding Amount of its Loans, and L/C Advances, accrued interest thereon, accrued

fees and all other amounts payable to it hereunder and under the other Loan Documents (including any amounts under *Section 3.5*) from the assignee (to the extent of such outstanding principal and accrued interest and fees) or Borrowers (in the case of all other amounts);

(iii) in the case of any such assignment resulting from a claim for compensation under *Section 3.1* or payments required to be made pursuant to *Section 3.4*, such assignment will result in a reduction in such compensation or payments thereafter;

(iv) such assignment does not conflict with applicable law; and

(v) in the case of any assignment resulting from a Lender becoming a Non-Consenting Lender, the applicable assignee shall have consented to the applicable amendment, waiver or consent.

**Section 3.7 Survival.** All of Borrowers' obligations under this *Article 3* shall survive termination of the Commitments, repayment of all other Obligations hereunder, and resignation of Administrative Agent.

## ARTICLE 4

### SECURITY

**Section 4.1 Collateral.** To secure full and complete payment and performance of the Obligations, Borrowers shall, and shall cause the other Obligated Parties to, execute and deliver or cause to be executed and delivered all of the Security Documents required by Administrative Agent covering the Collateral, including but not limited to the Cash Reserve Account. Each Borrower shall execute and cause to be executed such further documents and instruments, including without limitation, UCC financing statements, as Administrative Agent, in its reasonable discretion, deems necessary or desirable to create, evidence, preserve, and perfect its liens and security interests in the Collateral and maintain the priority thereof as required by the Loan Documents.

**Section 4.2 Setoff.** If an Event of Default exists, Administrative Agent and each Lender shall have the right to set off against the Obligations under the Loan Documents, at any time upon notice to Borrower Representative, any and all deposits (general or special, time or demand, provisional or final) or other sums (other than any Excluded Deposit Accounts (as defined in the Security Documents) or any receivables from Governmental Account Debtors) at any time credited by or owing from Administrative Agent or such Lender to Borrowers whether or not the Obligations under the Loan Documents are then due; *provided* that in the event that any Defaulting Lender shall exercise any such right of setoff: (a) all amounts so set off shall be paid over immediately to Administrative Agent for further application in accordance with the provisions of *Section 12.22* and, pending such payment, shall be segregated by such Defaulting Lender from its other funds and deemed held in trust for the benefit of Administrative Agent and Lenders; and (b) such Defaulting Lender shall provide promptly to Administrative Agent a statement describing in reasonable detail the Obligations under the Loan Documents owing to such Defaulting Lender as to which it exercised such right of setoff. Each amount set off shall be paid to Administrative Agent for application to the Obligations under the Loan Documents in the order set forth in *Section 10.3*. As further security for the Obligations, each Borrower hereby grants to Administrative Agent and each Lender a security interest in all money, instruments, and other Property (excluding, however, any Excluded Property) (as defined in the Security Documents) of such Borrower now or hereafter held by Administrative Agent or such Lender, including, without limitation, Property held in safekeeping. In addition to Administrative Agent's and each Lender's right of setoff and as further security for the

Obligations, each Borrower hereby grants to Administrative Agent and each Lender a security interest in all deposits (general or special, time or demand, provisional or final) and other accounts of Borrowers now or hereafter on deposit with or held by Administrative Agent or such Lender and all other sums at any time credited by or owing from Administrative Agent or such Lender to Borrowers. The rights and remedies of Administrative Agent and each Lender hereunder are in addition to other rights and remedies (including, without limitation, other rights of setoff) which Administrative Agent or such Lender may have.

Section 4.3 **Authorization to File Financing Statements.** Each Borrower and each other Obligated Party that has granted a security interest in connection herewith authorizes Administrative Agent to complete and file, from time to time, financing statements naming such Borrower or such other Obligated Party, as applicable, as debtor.

## ARTICLE 5

### CONDITIONS PRECEDENT

Section 5.1 **Initial Extension of Credit.** The obligation of Lenders to make the initial Credit Extension hereunder is subject to the condition precedent that Administrative Agent shall have received all of the following, each dated (unless otherwise indicated or otherwise specified by Administrative Agent) the Closing Date, in form and substance reasonably satisfactory to Administrative Agent:

- (a) **Credit Agreement.** Executed counterparts of this Agreement;
- (b) **Resolutions.** Resolutions of the Board of Directors (or other governing body) of each Borrower and each other Obligated Party certified by the Secretary or an Assistant Secretary (or a Responsible Officer or other custodian of records) of such Person which authorize the execution, delivery, and performance by such Person of this Agreement and the other Loan Documents to which such Person is or is to be a party;
- (c) **Incumbency Certificate.** A certificate of incumbency certified by a Responsible Officer of each Obligated Party certifying the names of the individuals or other Persons authorized to sign this Agreement and each of the other Loan Documents to which such Borrower and each other Obligated Party is or is to be a party (including the certificates contemplated herein) on behalf of such Person together with specimen signatures of such individual Persons;
- (d) **Intentionally Omitted.**
- (e) **Closing Certificate.** A certificate signed by a Responsible Officer of the Borrowers certifying that the conditions specified in Sections 5.2(b), (c) and (d) have been satisfied;
- (f) **Constituent Documents.** The Constituent Documents and all amendments thereto for each Borrower and each other Obligated Party that is not a natural person, with the formation documents included in the Constituent Documents being certified as of a date acceptable to Administrative Agent by the appropriate government officials of the state of incorporation or organization of such Borrower and each other Obligated Party, and all such Constituent Documents being accompanied by certificates that such copies are complete and correct, given by an authorized representative acceptable to Administrative Agent;
- (g) **Governmental Certificates.** Certificates of the appropriate government officials of the state of incorporation or organization of each Borrower and each other Obligated Party as



to the existence and good standing of such Borrower and each other Obligated Party, each dated within sixty (60) days prior to the date of the initial Credit Extension;

(h) **Notes.** The Notes executed by Borrowers in favor of each Lender requesting Notes;

(i) **Security Documents.** The Security Documents executed by Borrowers and the other Obligated Parties;

(j) **Financing Statements.** UCC financing statements reflecting each Borrower and the other Obligated Parties, as debtors, and Administrative Agent, as secured party, which are required to grant a Lien which secures the Obligations and covering such Collateral as Administrative Agent may request (to be filed on the Closing Date);

(k) **Guaranty.** The Guaranty executed by each Guarantor;

(l) **Insurance Matters.** Copies of insurance certificates describing all insurance policies required by *Section 7.5*, together with loss payable and lender endorsements in favor of Administrative Agent with respect to all insurance policies covering Collateral;

(m) **Flood Insurance Matters.** A certificate executed by a Responsible Officer of Borrower Representative providing the address or legal description of each Building or Manufactured (Mobile) Home (each as defined in applicable Flood Insurance Regulations) included in the Mortgages and, if such any Building or Manufactured (Mobile) Home is so included, evidence that all flood insurance required under applicable Flood Insurance Regulations and under the policies of the Lenders has been obtained;

(n) **Lien Searches.** The results of UCC, tax lien and judgment lien searches showing all financing statements and other documents or instruments on file against each Borrower and each other Obligated Party in the appropriate filing offices, and reflecting no Liens against any of the intended Collateral other than Liens being released or assigned to Administrative Agent concurrently with the initial Credit Extension or otherwise permitted under this Agreement;

(o) **Opinions of Counsel.** A favorable opinion of K&L Gates LLP, legal counsel to Borrowers and Guarantors, as to such matters as Administrative Agent may reasonably request;

(p) **Attorneys' Fees and Expenses.** Evidence that the costs and expenses (including reasonable attorneys' fees) referred to in *Section 12.1*, to the extent invoiced, shall have been paid in full by Borrowers; and

(q) **Closing Fees.** Evidence that any other fees due on or before the Closing Date have been paid.

For purposes of determining compliance with the conditions set forth in this *Section 5.1*, each Lender that has signed this Agreement shall be deemed to have consented to, approved or accepted or be satisfied with, each document or other matter required thereunder to be consented to or approved by or be acceptable or satisfactory to a Lender unless Administrative Agent shall have received notice from such Lender prior to the proposed Closing Date specifying its objection thereto.

Section 5.2 **All Extensions of Credit.** The obligation of Lenders to make any Credit Extension hereunder (including the initial Credit Extension) is subject to the following additional conditions precedent:

(a) **Request for Credit Extension.** Administrative Agent shall have received in accordance with this Agreement, as the case may be, a Revolving Credit Borrowing Request, Term Loan Borrowing Request, Letter of Credit Application, or Swing Line Loan Request, as applicable, pursuant to Administrative Agent's requirements and executed by a Responsible Officer of Borrower Representative;

(b) **No Default.** No Default shall have occurred and be continuing, or would result from or after giving effect to such Credit Extension;

(c) **No Material Adverse Event.** No Material Adverse Event shall have occurred and no circumstance shall exist that would reasonably be expected to result in a Material Adverse Event;

(d) **Representations and Warranties.** All of the representations and warranties contained in *Article 6* and in the other Loan Documents shall be true and correct in all material respects (except to the extent that such representation or warranty is qualified by materiality or Material Adverse Event, in which instance such representation or warranty shall be true and correct in all respects after giving effect to such qualification) on and as of the date of such Borrowing with the same force and effect as if such representations and warranties had been made on and as of such date, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct in all material respects (except to the extent that such representation or warranty is qualified by materiality or Material Adverse Event, in which instance such representation or warranty shall be true and correct in all respects after giving effect to such qualification) as of such earlier date, and except that for purposes of this *Section 5.2*, the representations and warranties contained in *Section 6.2* shall be deemed to refer to the most recent statements furnished pursuant to *Section 7.1(a)* and *(b)*, respectively;

(e) **Availability under Revolving Credit Facility.** With respect to any request for a Credit Extension under the Revolving Credit Commitments, after giving effect to the Credit Extension so requested, the total Revolving Credit Exposure of the Revolving Credit Lenders shall not exceed the Revolving Credit Availability; and

(f) **Compliance with Financial Covenants.** For any Credit Extensions occurring on or after the 2017 Compliance Date, the Borrowers shall have been in compliance with the financial covenants set forth in Article 9 for the most recent period for which financial statements have been delivered.

(g) **Cash on Hand.** The Borrowers have complied with *Section 7.1(o)*.

Each request for a Credit Extension hereunder shall be deemed to be a representation and warranty by Borrowers that the conditions specified in this *Section 5.2* have been satisfied on and as of the date of the applicable Credit Extension.

## ARTICLE 6

### REPRESENTATIONS AND WARRANTIES

To induce Administrative Agent and Lenders to enter into this Agreement, and to make Credit Extensions hereunder, except in each instance as qualified by the matters set forth in the Schedules attached hereto, each Borrower represents and warrants to Administrative Agent and Lenders that:

**Section 6.1 Entity Existence.** Each Borrower and its Subsidiaries (a) is duly incorporated or organized, as the case may be, validly existing, and in good standing under the Laws of the jurisdiction of its incorporation or organization; (b) has all requisite power and authority to own its assets and carry on its business as now being or as proposed to be conducted, except where the failure to do so would not reasonably be expected to result in a Material Adverse Event; and (c) is qualified to do business in all jurisdictions in which the nature of its business makes such qualification necessary and where failure to so qualify would not reasonably be expected to result in a Material Adverse Event. Each Borrower and the other Obligated Parties has the power and authority to execute, deliver, and perform its obligations under this Agreement and the other Loan Documents to which it is or may become a party.

**Section 6.2 Financial Statements; Etc.** Borrower Representative has delivered to Administrative Agent audited consolidated financial statements of Parent and its Subsidiaries as at and for the fiscal year ended December 31, 2014 and unaudited consolidated financial statements of Parent and its Subsidiaries as at and for the fiscal quarter ended March 31, 2016. Such financial statements have been prepared in accordance with GAAP, and fairly present, in all material respects, on a consolidated basis, the financial condition of Parent and its Subsidiaries as of the respective dates indicated therein and the results of operations for the respective periods indicated therein subject to, in the case of the unaudited interim financial statements, normal year-end adjustments and the lack of footnote disclosures. No Material Adverse Event has occurred since First Amendment Effective Date. All projections delivered by Borrower Representative to Administrative Agent have been prepared in good faith using assumptions that are reasonable under the circumstances at the time such projections were prepared and delivered to Administrative Agent, and represented, at the time of delivery, Borrower Representative's good faith estimate of its future financial performance; provided, however, that such projections are not to be viewed as facts and that actual results during the period or periods covered by the projections may differ from such projections and that the differences may be material. Other than the Debt listed on *Schedule 8.1* and Debt otherwise permitted by *Section 8.1*, Borrowers and each Subsidiary have no Debt.

**Section 6.3 Action; No Breach.** The execution, delivery, and performance by each Borrower and each other Obligated Party of this Agreement and the other Loan Documents to which such Person is or may become a party and compliance with the terms and provisions hereof and thereof have been duly authorized by all requisite action on the part of such Person and do not and will not (a) violate or conflict with, or result in a breach of, or require any consent under (i) the Constituent Documents of such Person, (ii) any applicable law, rule, or regulation or any order, writ, injunction, or decree of any Governmental Authority or arbitrator, or (iii) any agreement or instrument to which such Person is a party or by which it or any of its Properties is bound or subject, which, in the case of clause (ii) or (iii), would reasonably be expected to result in a Material Adverse Event, or (b) constitute a default under any such agreement or instrument which would reasonably be expected to result in a Material Adverse Event, or result in the creation or imposition of any Lien upon any of the revenues or assets of such Person.

**Section 6.4 Operation of Business.** Except as set forth on *Schedule 6.4*, each Borrower and its Subsidiaries possesses all licenses, permits, consents, authorizations, franchises or rights thereto, necessary to conduct its respective businesses substantially as now conducted and as presently proposed to be conducted, and no Borrower nor any of its Subsidiaries is in violation of any valid rights of others

with respect to any of the foregoing which would reasonably be expected to result in a Material Adverse Event.

Section 6.5 **Litigation and Judgments.** Except as specifically disclosed in *Schedule 6.5* as of the First Amendment Effective Date, there is no action, suit, investigation, or proceeding before or by any Governmental Authority or arbitrator pending, or to the knowledge of Borrowers, threatened against or affecting Borrowers, any of its Subsidiaries, or any other Obligated Party that would reasonably be expected, if adversely determined, to result in a Material Adverse Event. Except as specifically disclosed in *Schedule 6.5*, there are no outstanding judgments against Borrowers, any of its Subsidiaries, or any other Obligated Party.

Section 6.6 **Rights in Properties; Liens.**

(a) Each Borrower and its Subsidiaries has good and indefeasible title to or valid leasehold interests in its respective material Properties, including the Properties reflected in the financial statements described in *Section 6.2*, and none of the Properties of Borrowers or any of its Subsidiaries is subject to any Lien, except Permitted Liens.

(b) *Schedule 6.6(b)* sets forth a complete and accurate list of all real estate Leases under which Borrowers or any of their Subsidiaries is the lessee on the First Amendment Effective Date, showing as of the date hereof the street address, county or other relevant jurisdiction, state, lessor, lessee, expiration date and annual rental cost thereof. Each such Lease is the legal, valid and binding obligation of the lessor thereof, enforceable in accordance with its terms, except as enforceability is limited by bankruptcy, insolvency, reorganization, moratorium or other applicable Laws relating to or affecting generally the enforcement of creditors' rights and except to the extent that availability of the remedy of specific performance or injunctive relief is subject to the discretion of the court before which any proceeding therefor may be brought.

Section 6.7 **Enforceability.** This Agreement constitutes, and the other Loan Documents to which any Borrower or any other Obligated Party is a party, when delivered, shall constitute legal, valid, and binding obligations of such Person, enforceable against such Person in accordance with their respective terms, except as limited by Debtor Relief Laws.

Section 6.8 **Approvals.** Except as set forth in *Schedule 6.8*, no authorization, approval, or consent of, and no filing or registration with, any Governmental Authority or third party is or will be necessary for the execution, delivery, or performance by any Borrower or any other Obligated Party of this Agreement and the other Loan Documents to which such Person is or may become a party or the validity or enforceability thereof.

Section 6.9 **Taxes.** Each Borrower and its Subsidiaries has filed all federal, state and other material tax returns required to be filed, including all income, franchise, employment, Property, and sales tax returns, and has paid all of their respective liabilities for taxes, assessments, governmental charges, and other levies that are due and payable, other than taxes the payment of which is being contested in good faith and by appropriate proceedings and reserves for the payment of which are being maintained in accordance with GAAP. Each Borrower knows of no pending investigation of any Borrower or any of its Subsidiaries by any taxing authority or of any pending but unassessed tax liability of any Borrower or any of its Subsidiaries that, if made, would reasonably be expected to result in a Material Adverse Event. No Borrower nor any Subsidiary thereof is party to any tax sharing agreement.

Section 6.10 **Use of Proceeds; Margin Securities.** The proceeds of the Revolving Credit Borrowings shall be used by Borrowers for (a) working capital and general corporate purposes in the ordinary course of business, and (b) the payment of fees and expenses relating to this Agreement and the

other Loan Document. The proceeds of the Term Loans were used by Borrowers for the Closing Date Distribution, the establishment of the Cash Reserve Account and to pay all obligations under the Existing Credit Agreement. No Borrower nor any of its Subsidiaries is engaged principally, or as one of its important activities, in the business of extending credit for the purpose of purchasing or carrying margin stock (within the meaning of Regulations T, U, or X of the Board of Governors of the Federal Reserve System), and no part of the proceeds of any Loan will be used to purchase or carry any margin stock or to extend credit to others for the purpose of purchasing or carrying margin stock.

**Section 6.11 ERISA.** Each Plan that is intended to qualify under *Section 401(a)* of the Code has received a favorable determination letter from the IRS or an application for such a letter is currently being processed by the IRS with respect thereto and, to the knowledge of Borrowers, nothing has occurred which would prevent, or cause the loss of, such qualification. No application for a funding waiver or an extension of any amortization period pursuant to *Section 412* of the Code has been made with respect to any Plan. There are no pending or, to the knowledge of Borrowers, threatened claims, actions or lawsuits, or action by any Governmental Authority, with respect to any Plan. There has been no Prohibited Transaction or violation of the fiduciary responsibility rules with respect to any Plan. No ERISA Event has occurred or, to the knowledge of Borrowers, is reasonably expected to occur. No Plan has any Unfunded Pension Liability. No Obligated Party or ERISA Affiliate has incurred, or, to the knowledge of Borrowers, reasonably expects to incur, any liability under Title IV of ERISA with respect to any Plan (other than premiums due and not delinquent under *Section 4007* of ERISA). No Obligated Party or ERISA Affiliate has incurred, or, to the knowledge of Borrowers, reasonably expects to incur, any liability (and no event has occurred which, with the giving of notice under *Section 4219* of ERISA, would result in such liability) under *Section 4201* or *4243* of ERISA with respect to a Multiemployer Plan. No Obligated Party or ERISA Affiliate has engaged in a transaction that could be subject to *Section 4069* or *4212(c)* of ERISA.

**Section 6.12 Disclosure.** No statement, report, representation, or warranty from and after the First Amendment Effective Date made by any Borrower or any other Obligated Party in this Agreement or in any other Loan Document or furnished from and after the First Amendment Effective Date to Administrative Agent or any Lender pursuant to this Agreement contains any untrue statement of a material fact or omits to state any material fact necessary to make the statements herein or therein not misleading. There is no fact known to Borrowers which is a Material Adverse Event, or is reasonably expected to become a Material Adverse Event that has not been disclosed in writing to Administrative Agent.

**Section 6.13 Subsidiaries.** As of the First Amendment Effective Date, no Borrower has Subsidiaries other than those listed on *Schedule 6.13* (and, if subsequent to the First Amendment Effective Date, such additional Subsidiaries as have been formed or in compliance with *Section 7.13*) and *Schedule 6.13* sets forth the jurisdiction of incorporation or organization of each such Subsidiary and the percentage of such Borrower's ownership interest in such Subsidiary. All of the outstanding capital stock or other equity interests of each Subsidiary described on *Schedule 6.13* has been validly issued, is fully paid, and is nonassessable. There are no outstanding subscriptions, options, warrants, calls, rights or other agreements or commitments of any nature relating to any equity interests of any Borrower or any Subsidiary, except as created by the Loan Documents.

**Section 6.14 Agreements.** No Borrower nor any of its Subsidiaries is in default in any respect in the performance, observance, or fulfillment of any of the obligations, covenants, or conditions contained in any agreement or instrument material to its business to which it is a party which would reasonably be expected to result in a Material Adverse Event.

**Section 6.15 Compliance with Laws.** No Borrower nor any of its Subsidiaries is in violation in any respect of any law, rule, regulation, order, or decree of any Governmental Authority or arbitrator

(including Healthcare Laws), except where such violation would not reasonably be expected to result in an Exclusion Event or a Material Adverse Event. Without limiting the generality of the foregoing:

(a) neither any Obligated Party nor any Subsidiary, nor any individual employed by any Obligated Party or any Subsidiary, has any criminal culpability or has been excluded from participation in any Medical Reimbursement Program for corporate or individual actions or failures to act known to any Obligated Party or any Subsidiary where such culpability or exclusion has resulted or could reasonably be expected to result in an Exclusion Event and neither any Obligated Party nor any Subsidiary nor any individual employed by any Obligated Party or Subsidiary has been indicted or convicted of a crime, or pled nolo contendere or to sufficient facts, in connection with any allegation of violation of any Medical Reimbursement Program or Healthcare Law;

(b) no officer or other member of management of any Obligated Party or any Subsidiary could reasonably be expected to have individual culpability for matters under investigation by the OIG or other Governmental Authority unless such officer or other member of management has been, within a reasonable period of time after discovery of such actual or potential culpability, either suspended or removed from positions of responsibility related to those activities under challenge by the OIG or other Governmental Authority;

(c) current billing policies, arrangements, protocols, practices and instructions of the Obligated Party and their Subsidiaries comply with requirements of Medical Reimbursement Programs and are administered by properly trained personnel, except where any such failure to comply would not reasonably be expected to result in an Exclusion Event or a Material Adverse Event;

(d) current arrangements of the Obligated Party and their Subsidiaries, with physicians and other healthcare providers and referral sources, comply with all applicable Healthcare Laws, except where any such failure to comply would not reasonably be expected to result in an Exclusion Event or a Material Adverse Event;

(e) neither any Obligated Party nor any Subsidiary thereof (A) is or has since January 1, 2012 been a party to a corporate integrity agreement with a Governmental Authority that imposes restrictions or costs on such Person nor (B) has or has within the last five (5) years had any reporting obligations pursuant to a settlement agreement, plan of correction or other remedial measure entered into with any Governmental Authority;

(f) neither any Obligated Party nor any Subsidiary thereof has received since January 1, 2012 any written notice of any material violation of any Law, statute, rule, regulation, ordinance, code, judgment, order writ, decree, permit, concession, franchise or other governmental approval applicable to it or any of its property, which notice, individually or in the aggregate would reasonably be expected to result in an Exclusion Event or a Material Adverse Event;

(g) except as set forth on **Schedule 6.30**, neither any Obligated Party nor any Subsidiary thereof has since January 1, 2012 (A) failed to repay any overpayments received from, or has failed to refund any amount due to, any Government Medical Reimbursement Program in violation of any Healthcare Law nor (B) received written notice of, or has any knowledge of, any overpayment or refunds due to any Government Medical Reimbursement Program, except for overpayments not in excess of \$1,250,000 in the aggregate annually for all Obligated Parties, which are to be refunded promptly in the ordinary course of business to the extent required under applicable Healthcare Law;

(h) neither any Obligated Party nor any Subsidiary thereof has employment or other contractual arrangements with a Person that has been the subject of an Exclusion Event; and

(i) neither any Obligated Party nor any Subsidiary or any Affiliate thereof is in violation of and shall not violate any of the country or list based economic and trade sanctions administered and enforced by OFAC that are described or referenced at <http://ustreas.gov/offices/enforcement/ofac/> or as otherwise published from time to time.

**Section 6.16 Eligible Accounts.** Each Account included in the calculation of the Accounts Formula Amount on a Borrowing Base Certificate as of the date to which such Borrowing Base Certificate relates (a) is an Eligible Account that meets the requirements of clauses (a) and (c) thereof, and to the Borrowers' knowledge, clause (b) thereof and (b) such Account:

(i) is genuine and in all respects what it purports to be, and is not evidenced by a judgment;

(ii) arises out of a completed, *bona fide* sale and delivery of goods or rendition of services in the ordinary course of business, and substantially in accordance with any purchase order, contract or other document relating thereto;

(iii) is payable solely to the Borrowers or any Subsidiary and, other than Accounts from any Government Debtor, no purchase order, agreement, document or applicable Law restricts assignment of such Account to Administrative Agent (regardless of whether, under the UCC, the restriction is ineffective); and

(iv) to the Borrowers' knowledge, the amount reflected with respect to such Account included in the calculation of the Accounts Formula Amount on such Borrowing Base Certificate reflects the Borrowers' good faith estimate of the amount collectable on such Account.

**Section 6.17 Regulated Entities.** No Borrower nor any of its Subsidiaries is (a) an "*investment company*" or a company "controlled" by an "*investment company*" within the meaning of the Investment Company Act of 1940 or (b) subject to regulation under any other federal or state statute, rule or regulation limiting its ability to incur Debt, pledge its assets or perform its obligations under the Loan Documents.

**Section 6.18 Environmental Matters.**

(a) Each Borrower and its Subsidiaries, and all of its respective Properties, assets, and operations are in compliance with all Environmental Laws. No Borrower is aware of, nor has any Borrower received notice of, any past, present, or future conditions, events, activities, practices, or incidents which may interfere with or prevent the compliance or continued compliance of such Borrower and its Subsidiaries with all Environmental Laws;

(b) Each Borrower and its Subsidiaries has obtained all permits, licenses, and authorizations that are required under applicable Environmental Laws, and all such permits are in good standing and such Borrower and its Subsidiaries are in compliance with all of the terms and conditions of such permits;

(c) No Hazardous Materials exist on, about, or within or have been used, generated, stored, transported, disposed of on, or Released from any of the Properties or assets of any Borrower or any of its Subsidiaries. The use which Borrowers and their Subsidiaries make and

intend to make of their respective Properties and assets will not result in the use, generation, storage, transportation, accumulation, disposal, or Release of any Hazardous Material on, in, or from any of their Properties or assets;

(d) No Borrower nor any of its Subsidiaries nor any of their respective currently or previously owned or leased Properties or operations is subject to any outstanding or threatened order from or agreement with any Governmental Authority or other Person or subject to any judicial or docketed administrative proceeding with respect to (i) failure to comply with Environmental Laws, (ii) Remedial Action, or (iii) any Environmental Liabilities arising from a Release or threatened Release;

(e) There are no conditions or circumstances associated with the currently or previously owned or leased Properties or operations of any Borrower or any of its Subsidiaries that could reasonably be expected to give rise to any Environmental Liabilities;

(f) No Borrower nor any of its Subsidiaries is a treatment, storage, or disposal facility requiring a permit under the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., regulations thereunder or any comparable provision of state law. Each Borrower and its Subsidiaries are in compliance with all applicable financial responsibility requirements of all Environmental Laws;

(g) No Borrower nor any of its Subsidiaries has filed or failed to file any notice required under applicable Environmental Law reporting a Release; and

(h) No Lien arising under any Environmental Law has attached to any property or revenues of any Borrower or any of its Subsidiaries.

**Section 6.19 Intellectual Property.** As of the First Amendment Effective Date, all material registered Intellectual Property owned or used by Borrowers and its Subsidiaries (except for trade secrets) is listed, together with application or registration numbers, where applicable, in **Schedule 6.19**. Each Person identified on **Schedule 6.19** owns, or is licensed to use, all Intellectual Property necessary to conduct its business as currently conducted except for such Intellectual Property the failure of which to own or license would not reasonably be expected to result in a Material Adverse Event. Each Person identified on **Schedule 6.19** will maintain patents and registered trademarks with the United States Patent and Trademark Office, and registered copyrights with the United States Copyright Office to the extent such patents, registered trademarks and registered copyrights are material to the business of such Person.

**Section 6.20 Foreign Assets Control Regulations and Anti-Money Laundering.** Each Obligated Party and each Subsidiary of each Obligated Party is and will remain in compliance in all material respects with all United States economic sanctions Laws, Executive Orders and implementing regulations as promulgated by OFAC, and all applicable anti-money laundering and counter-terrorism financing provisions of the Bank Secrecy Act and all regulations issued pursuant to it. No Obligated Party and no Subsidiary of any Obligated Party (a) is a Person designated by the United States government on the list of the Specially Designated Nationals and Blocked Persons (the “**SDN List**”) with which a United States Person cannot deal with or otherwise engage in business transactions, (b) is a Person who is otherwise the target of United States economic sanction Laws such that a United States Person cannot deal or otherwise engage in business transactions with such Person, or (c) is controlled by (including without limitation by virtue of such person being a director or owning voting shares or interests), or acts, directly or indirectly, for or on behalf of, any person or entity on the SDN List or a foreign government that is the target of United States economic sanctions prohibitions such that the entry into, or performance under, this Agreement or any other Loan Document would be prohibited under United States law.



Section 6.21 **Patriot Act.** The Obligated Parties and each of their Subsidiaries are in compliance with (a) the Trading with the Enemy Act, and each of the foreign assets control regulations of the United States Treasury Department (31 CFR, Subtitle B Chapter V, as amended), and all other enabling legislation or executive order relating thereto, (b) the Patriot Act, and (c) all other federal or state Laws relating to “know your customer” and anti-money laundering rules and regulations. No part of the proceeds of any Loan will be used directly or indirectly for any payments to any government official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of the United States Foreign Corrupt Practices Act of 1977.

Section 6.22 **Insurance.** The properties of Borrowers and its Subsidiaries are insured with financially sound and reputable insurance companies not Affiliates of Borrowers, in such amounts (after giving effect to any self-insurance compatible with the following standards), with such deductibles and covering such risks as are customarily carried by companies engaged in similar businesses and owning similar properties in localities where Borrowers or the applicable Subsidiary operates. The Administrative Agent and each Lender agree that the coverage on the Closing Date fulfills the requirements of this *Section 6.22* as of the Closing Date.

Section 6.23 **Solvency.** Borrowers and the Obligated Parties on a consolidated basis are Solvent and have not entered into any transaction with the intent to hinder, delay or defraud a creditor.

Section 6.24 **Security Documents.** The provisions of the Security Documents are effective to create in favor of Administrative Agent for the benefit of the Secured Parties a legal, valid and enforceable Lien (subject to Permitted Liens) on all right, title and interest of the respective Obligated Parties party thereto in the Collateral.

Section 6.25 **Businesses.** Borrowers are presently engaged directly or through its Subsidiaries in the Core Business.

Section 6.26 **Labor Matters.** There are no strikes or other labor disputes against any Borrower or any of its Subsidiaries or, or to the best knowledge of Borrowers, threatened against any Borrower or any of its Subsidiaries, which would reasonably be expected to result in a Material Adverse Event.

Section 6.27 **Fraud and Abuse.** Neither any Obligated Party nor any Subsidiary nor any of their respective officers or directors has engaged in any activities that are prohibited under any applicable provision of any Healthcare Law, including HIPAA or the Medicare Regulations, except where any such conduct or activity would not reasonably be expected to result in an Exclusion Event or a Material Adverse Event.

Section 6.28 **Licensing and Accreditation.**

(a) Except as set forth in Schedule 6.28, each of the Obligated Parties and their Subsidiaries has, to the extent applicable: (i) obtained (or been duly assigned) all required Governmental Approvals and certificates of need or determinations of need as required by the relevant state Governmental Authority for the acquisition, construction, expansion of, investment in or operation of its businesses and Facilities as currently operated; (ii) obtained and maintains all Healthcare Permits; (iii) to the extent currently accredited, maintains accreditation; (iv) entered into and maintains its Medicare Provider Agreements to the extent such Obligated Party participates in Medicare; and (v) all such Healthcare Permits are in full force and effect on the date hereof and have not been revoked or suspended or otherwise limited in any material respect (collectively, “*Certificates, Licenses and Accreditation*”). To the knowledge of the Obligated

Parties, no other material fact exists with respect to the Certificates, Licenses and Accreditation that allows, or after notice or lapse of time or both, would reasonably be expected to result in the revocation, suspension, material restriction or termination of any of the Certificates, Licenses and Accreditation. No written notice from any Governmental Authority in respect to the revocation, suspension or termination of any Certificates, Licenses and Accreditation has been delivered, issued, proposed or threatened to Borrowers.

(b) To the knowledge of the Obligated Parties, each Contract Provider is duly licensed by the Governmental Authority having jurisdiction over the provision of professional medical services by such Person in the locations where the Obligated Parties and their Subsidiaries conduct business, to the extent such licensing is required by Law to enable such Person to provide the professional medical services provided by such Person.

(c) Except as set forth in Schedule 6.30, to the knowledge of the Obligated Parties, there is no civil, criminal or administrative action, suit, claim, indictment, proceeding, hearing, charge, complaint, demand, audit inspection or investigation (collectively, "Regulatory Proceedings") pending or threatened by any federal, state or local governmental agency against any Obligated Party or any Subsidiary or any Responsible Officer or, to the knowledge of any Obligated Party, Contract Provider thereof.

**Section 6.29 Reimbursement from Medical Reimbursement Programs.** The accounts receivable of the Obligated Parties and their Subsidiaries and all billing and collection practices of Obligated Parties and their Subsidiaries have been and will continue to be consistent in all material respects with the written reimbursement policies of Medical Reimbursement Programs, including Medicare, Medicaid, Blue Cross/Blue Shield, private insurance companies, health maintenance organizations, preferred provider organizations, alternative delivery systems, managed care systems, government contracting agencies and other third party payors. In particular, accounts receivable relating to Medical Reimbursement Programs do not materially exceed amounts any Obligated Party is entitled to receive under any capitation arrangement, fee schedule, discount formula, cost-based reimbursement or other adjustment or limitation to its usual charges. Neither the Obligated Parties nor their Subsidiaries have submitted to any Government Medical Reimbursement Program any false, fraudulent, abusive or improper claim for payment, billed any Government Medical Reimbursement Program for any service not rendered as claimed, or received and retained any payment or reimbursement from any Government Medical Reimbursement Program in excess of the proper amount allowed by applicable Law and applicable contracts or agreements with the Government Medical Reimbursement Program except for immaterial billing errors or discrepancies occurring in the ordinary course of business. Notwithstanding the above, except as set forth on *Schedule 6.30*, there shall be no violation of any representation in this *Section 6.29* relating to overpayments in connection with Medical Reimbursement Programs to the extent such does not exceed \$1,250,000 in the aggregate annually for all Obligated Parties.

**Section 6.30 Medicare Notices and Filings Related to Health Care Business.** Except as set forth on *Schedule 6.30*, with respect to the Obligated Parties and their Subsidiaries, to the extent applicable: (i) each has timely filed all reports required to be filed in connection with Medicare and due on or before the date hereof, and all required reports and administrative forms and filings are true and complete in all material respects except in each case, with respect to immaterial reports, forms and other filings where such failure to file would not reasonably be expected to have a material adverse effect on any Obligated Party's continued participation in good standing in Medicare; (ii) to the Borrowers' knowledge, there are no material claims, actions, proceedings or appeals pending (and neither any Obligated Party nor any of their Subsidiaries has, to the knowledge of any Obligated Party, filed anything that would result in any material claims, actions or appeals) before any Governmental Authority with respect to any Medicare cost reports or claims filed by any Obligated Party or any of their Subsidiaries on or before the date hereof, or with respect to any adjustments, denials, recoupments or disallowances by

any intermediary, carrier, other insurer, commission, board or agency in connection with any cost reports or claims; (iii) no validation review, survey, inspection, audit, investigation or program integrity review (other than routine surveys or reviews conducted by any Governmental Authority or other accreditation entity) related to any Obligated Party or any Subsidiary has been conducted by any Governmental Authority or government contractor in connection with the Medicare program, and to the knowledge of any Obligated Party, no such reviews are scheduled, pending or threatened against or affecting any Obligated Party or any Subsidiary; and (iv) each has timely filed all material reports, data and other information required by any other Governmental Authority with authority to regulate any Obligated Party or any Subsidiary or its business in any manner.

## ARTICLE 7

### AFFIRMATIVE COVENANTS

Each Borrower covenants and agrees that, as long as the Obligations or any part thereof are outstanding or any Letter of Credit shall remain outstanding or any Lender has any Commitment hereunder:

Section 7.1 **Reporting Requirements.** Borrower Representative will furnish to Administrative Agent:

(a) **Parent Annual Financial Statements.** As soon as available, and in any event within one hundred thirty (130) days after the last day of each fiscal year of Parent, beginning with the fiscal year ending December 31, 2016, a copy of the annual audit report of Parent and its Subsidiaries for such fiscal year containing, on a consolidated basis, a balance sheet and the related statements of income, members equity and cash flow as of the end of such fiscal year and for the twelve (12)-month period then ended, in each case setting forth in comparative form the figures for the preceding fiscal year and the figures for the corresponding periods in the most recently delivered forecast delivered pursuant to **Section 7.1(e)**, all in reasonable detail and audited and certified by RSM US LLP or another independent certified public accounting firm of nationally recognized standing acceptable to Administrative Agent, to the effect that such report has been prepared in accordance with GAAP and containing no material qualifications or limitations on scope.

(b) **Parent Monthly Financial Statements.** As soon as available, and in any event within thirty (30) days after the last day of each fiscal month of each fiscal year of Parent ending after the First Amendment Effective Date, a copy of an unaudited financial report of Parent and its Subsidiaries as of the end of such fiscal month and for the portion of the fiscal year then ended, containing, on a consolidated basis, a balance sheet and related statements of income, members equity and cash flow, in each case setting forth in comparative form the figures for the corresponding period of the preceding fiscal year and the figures for the corresponding periods in the most recently delivered forecast delivered pursuant to **Section 7.1(e)**, all in reasonable detail certified by a Responsible Officer of Parent to have been prepared in accordance with GAAP (subject to year-end audit adjustments and the absence of footnotes) and to fairly present in all material respects the financial condition and results of operations of Parent and its Subsidiaries, on a consolidated basis, as of the dates and for the periods indicated therein.

(c) **Location Specific Statements.** If requested by Administrative Agent, profit and loss statements for the Obligated Parties on a location by location basis, on a quarterly basis within forty-five (45) days after the end of each fiscal quarter of Parent and its Subsidiaries.

(d) **Compliance Certificate.** Concurrently with the delivery of each of the financial statements referred to in *Sections 7.1(a)* and *7.1(b)*, a Compliance Certificate (i) stating that to the best of the knowledge of the Responsible Officer executing same, no Event of Default has occurred and is continuing, or if an Event of Default has occurred and is continuing, a statement as to the nature thereof and the action which is proposed to be taken with respect thereto, (ii) showing in reasonable detail the calculations demonstrating compliance with the covenants set forth in *Article 9* (it being understood that such calculations shall only be required with respect to Compliance Certificates delivered for the last month of a fiscal quarter) and (iii) containing such other information as is required to be disclosed pursuant to *Exhibit C* attached hereto.

(e) **Projections.** As soon as available, but in any event no more than sixty (60) days after the beginning of each fiscal year of Parent, forecasts prepared by management of Borrower Representative, in form and substance satisfactory to Administrative Agent, of consolidated balance sheets, income statements, cash flows and Revolving Credit Availability of Parent and its Subsidiaries on a monthly basis for such fiscal year.

(f) **Management Letters.** Promptly upon receipt thereof, a copy of any audit reports, management letters or recommendations submitted to Borrower Representative or any of its Subsidiaries by independent certified public accountants with respect to the business, condition (financial or otherwise), operations, prospects, or Properties of Borrowers or any of its Subsidiaries.

(g) **Notice of Litigation.** Promptly after the institution thereof, written notice of all actions, suits, and proceedings before any Governmental Authority or arbitrator affecting any Borrower or any of its Subsidiaries which, if determined adversely to such Borrower or such Subsidiary, could reasonably be expected to result in a Material Adverse Event.

(h) **Notice of Default.** As soon as possible and in any event within five (5) Business Days after the occurrence of any Default, a written notice setting forth the details of such Default and the action that Borrowers have taken and proposes to take with respect thereto.

(i) **ERISA Reports.** Promptly after the filing or receipt thereof, copies of all reports, including annual reports, and notices which any Borrower or ERISA Affiliate files with or receives from the PBGC, the IRS, or the U.S. Department of Labor under ERISA; as soon as possible and in any event within five days after any Borrower or any ERISA Affiliate knows or has reason to know that any ERISA Event or Prohibited Transaction has occurred with respect to any Plan, a certificate of the chief financial officer of Borrower Representative setting forth the details as to such ERISA Event or Prohibited Transaction and the action that such Borrower proposes to take with respect thereto; annually, copies of the notice described in *Section 101(f)* of ERISA that such Borrower or ERISA Affiliate receives with respect to a Plan or Multiemployer Plan.

(j) **Reports to Other Creditors.** Promptly after the furnishing thereof, copies of any statement or report furnished to any other party pursuant to the terms of any material indenture, loan, or credit or similar agreement and not otherwise required to be furnished to Administrative Agent pursuant to any other clause of this *Section 7.1*.

(k) **Acquisition of Real Property, Fee or Leasehold.** As soon as available, but in any event within 45 days after the end of each fiscal quarter of Borrowers, a list and description (including the street address, county or other relevant jurisdiction, state, record owner and, in the case of leases of property, lessor, lessee, expiration date and annual rental cost thereof, and in the

case of owned real property, the book value thereof) of all real property acquired or leased during such fiscal quarter;

(l) **Healthcare Matters.** Promptly (and in any event within three (3) Business Days), notify the Administrative Agent, in writing, of (i) the institution of any investigation, review or proceeding against any Obligated Party of which such Obligated Party has knowledge to suspend, revoke or terminate (or that could reasonably be expected to result in the termination of) any Medicare Provider Agreement, or any such investigation or proceeding that could reasonably be expected to result in an Exclusion Event, (ii) any notice of loss or threatened loss of any applicable Governmental Approval (including a Healthcare Permit) or accreditation, loss of participation under any Medical Reimbursement Program, (iii) any notice of an actual or threatened Exclusion Event, (iv) any notice of an actual or threatened proceeding or investigation into (A) a Borrowers' right to participate in any Medical Reimbursement Program, (B) the compliance by any Borrower with the requirements of any Medical Reimbursement Program that would reasonably be expected to have a Material Adverse Event or (C) the right of any Borrower to receive or retain amounts received under any Medical Reimbursement Program that would reasonably be expected to result in a Material Adverse Event, (v) the voluntary disclosure by (or on behalf of ) any Obligated Party or Subsidiary thereof to any Medical Reimbursement Program or any Governmental Authority of an actual or potential overpayment matter in excess of \$150,000 per overpayment; (vi) the imposition of a civil monetary penalty assessed against any Obligated Party, owner, officer, manager, or other Person with a combination of direct and indirect ownership interests equal to 5% or more in any Obligated Party or is the subject of any proceeding seeking to assess such penalty; (vii) any notice that any Obligated Party is involved in or named in a U.S. Attorney complaint made or any other action taken pursuant to the False Claims Act under 31 U.S.C. §§3729-3731 or qui tam action brought pursuant to 31 U.S.C. §3729 et seq.; (viii) notice of any material reduction in the level of reimbursement expected to be received by any Obligated Party with respect to its services or (ix) of any report or communication received from any Governmental Authority in connection with any adverse inspection of any facility of any Obligated Party (other than those relating to non-material adverse findings).

(m) **Accounts Receivable Summary.** As soon as available, and in any event within thirty (30) days after the end of each calendar month, an account receivable summary, organized by month, in substantially the form previously presented to Administrative Agent, and if requested by Administrative Agent in writing, a detailed aging, classifying Borrowers' and their Subsidiaries' domestic and export accounts receivable in categories of 0-30, 31-60, 61-90, 91-120, 121-150, 151-180 and over 180 days from date of service, and in such form and detail as Administrative Agent shall require and, in either case, certified by the chief financial officer of Borrower Representative (provided that all protected patient information shall be redacted). The Borrower Representative shall promptly (and in any event within two (2) Business Days) after becoming aware that Eligible Accounts representing ten percent (10%) of the total amount of Eligible Accounts reflected on the most recent Borrowing Base Certificate delivered to the Administrative Agent in accordance with **Section 7.1(n)** have become ineligible under clause (b) of the definition of Eligible Account or for which Account Debtors have admitted in writing their inability to pay such amounts, deliver notice thereof to the Administrative Agent.

(n) **Borrowing Base Certificates.** Borrowers shall deliver to the Administrative Agent (and Administrative Agent shall promptly deliver same to Lenders) (i) by the 20<sup>th</sup> day of each fiscal month, a Borrowing Base Certificate prepared as of the close of business of the previous fiscal month. All calculations of Revolving Credit Availability in any Borrowing Base Certificate shall originally be made by Borrowers and certified by a Responsible Officer.

(o) **Excess Cash.** So long as any Revolving Credit Loans are outstanding, the Borrowers shall provide to the Administrative Agent no later than Friday of each week, a summary of the Borrowers' Cash On Hand as of the close of business on the previous day. To the extent that at the time of such summary there are Revolving Credit Loans outstanding and Cash On Hand as reflected in such summary exceeds \$5,000,000, the Borrowers shall make the mandatory prepayment required pursuant to *Section 2.9(c)*.

(p) **Cost/Benefit Report; Lender Presentations.** Beginning with the fiscal quarter ending on March 31, 2017, concurrently with the delivery of each of the financial statements referred to in *7.1(b)* for the last month of each fiscal quarter, (a) a report detailing the cost/benefit and return on investment analysis of the Borrowers' marketing and advertising expenditures and (b) a presentation prepared by Borrowers for Administrative Agent and Lenders with respect to the business, condition (financial or otherwise), operations, prospects and Properties of Borrowers.

(q) **Notice of Material Adverse Event.** As soon as possible and in any event within five (5) Business Days after the occurrence thereof, written notice of any event or circumstance that would reasonably be expected to result in a Material Adverse Event;

(r) **Tax Returns.** As soon as available, but in no event later than 20 days after the filing thereof, copies of the federal income tax returns of each Obligated Party; and

(s) **General Information.** Promptly, such other information concerning any Borrower, any of its Subsidiaries, or any other Obligated Party as Administrative Agent, or any Lender through Administrative Agent, may from time to time reasonably request.

**Section 7.2 Maintenance of Existence; Conduct of Business.** Each Borrower shall, and shall cause each of its Subsidiaries to, (a) preserve and maintain its existence and all of its leases, privileges, licenses, permits, franchises, qualifications, and rights that are necessary in the ordinary conduct of its business, except to the extent a failure to so preserve and maintain would not reasonably be expected to result in a Material Adverse Event and (b) preserve, renew and maintain all Governmental Approvals as are necessary for the conduct of its business as currently conducted, including professional licenses and Medicare Provider Agreements, except to the extent a failure to so preserve, renew and maintain would not reasonably be expected to result in a Material Adverse Event.

**Section 7.3 Maintenance of Properties.** Subject to the terms of this Agreement, each Borrower shall, and shall cause each of its Subsidiaries to, maintain, keep, and preserve all of its material Properties (tangible and intangible) necessary or useful in the proper conduct of its business in good working order and condition, ordinary wear and tear excluded.

**Section 7.4 Taxes and Claims.** Each Borrower shall, and shall cause each of its Subsidiaries to, pay or discharge at or before maturity or before becoming delinquent (a) all taxes, levies, assessments, and governmental charges imposed on it or its income or profits or any of its Property, and (b) all lawful claims for labor, material, and supplies, which, if unpaid, would likely become a Lien upon any of its Property; *provided, however*, that no Borrower nor any of its Subsidiaries shall be required to pay or discharge any tax, levy, assessment, or governmental charge which is being contested in good faith by appropriate proceedings diligently pursued, and for which adequate reserves in accordance with GAAP have been established.

Section 7.5     **Insurance.**

(a) Each Borrower shall, and shall cause each of its Subsidiaries to, maintain insurance with financially sound and reputable insurance companies in such amounts and covering such risks as is usually carried by corporations engaged in similar businesses and owning similar Properties in the same general areas in which such Borrower and its Subsidiaries operate, *provided* that in any event each Borrower will maintain and cause each of its Subsidiaries to maintain workmen's compensation insurance, property insurance, comprehensive general liability insurance, products liability insurance, and business interruption insurance reasonably satisfactory to Administrative Agent (it being agreed that the coverage in place on the Closing Date is satisfactory to Administrative Agent as of the Closing Date). Each insurance policy covering Collateral shall name Administrative Agent as loss payee and each insurance policy covering liabilities shall name Administrative Agent as additional insured, and each such insurance policy shall provide that such policy will not be cancelled or reduced without 30 days prior written notice to Administrative Agent. Each Borrower shall execute and deliver to Administrative Agent a collateral assignment, in form and substance satisfactory to Administrative Agent, of each business interruption insurance policy maintained by such Borrower.

(b) Subject to *Section 7.5(c)*, all net cash proceeds of insurance consisting of Extraordinary Receipts in excess of \$250,000 shall be paid over to Administrative Agent for application to the Obligations under the Loan Documents, to the extent required under *Section 2.9(d)(v)*, unless Required Lenders otherwise agree in writing in their sole discretion.

(c) As long as no Event of Default then exists, Borrowers may apply the net proceeds of a casualty or condemnation (each a "**Loss**") to the repair, restoration, or replacement of the assets suffering such Loss, so long as (i) such repair, restoration, or replacement is completed within one hundred eighty (180) days after the date of such Loss (or such longer period of time agreed to in writing by Required Lenders), (ii) while such repair, restoration, or replacement is underway, all of such net proceeds are on deposit with Administrative Agent in a separate deposit account over which Administrative Agent has exclusive control, and (iii) such Loss did not cause an Event of Default. If an Event of Default occurs pursuant to which Administrative Agent exercises its rights to accelerate the Obligations under the Loan Documents as provided in *Section 10.2* or such repair, restoration, or replacement is not completed within one hundred eighty (180) days of the date of such Loss (or such longer period of time agreed to in writing by Required Lenders), then Administrative Agent may immediately and without notice to any Person apply all of such net proceeds to such Obligations, regardless of any other prior agreement regarding the disposition of such net proceeds.

(d) If at any time any Building or Manufactured (Mobile) Home (as defined in applicable Flood Insurance Regulations) included in the Collateral (that is subject to a Mortgage) is or has become located in an area designated as a "flood hazard area" under applicable Flood Insurance Regulations, each Borrower shall, and shall cause each of its Subsidiaries to, (i) provide Administrative Agent with a description of such Building or Manufactured (Mobile) Home, including the address and legal description thereof and such other information as may be requested by Administrative Agent to obtain a flood determination or otherwise satisfy its obligations under applicable Flood Insurance Regulations, (ii) obtain flood insurance in such amounts as required by applicable Flood Insurance Regulations and (iii) provide evidence in form and substance reasonably satisfactory to Administrative Agent of such flood insurance to Administrative Agent.

Section 7.6 **Inspection Rights.** At any reasonable time and from time to time, Borrowers shall, and shall cause each of its Subsidiaries to, permit representatives of Administrative Agent (Lenders may accompany Administrative Agent) to examine, inspect, review, evaluate and make physical verifications and appraisals of the inventory and other Collateral in any manner and through any reasonable medium that Administrative Agent considers advisable, (b) to examine, copy, and make extracts from its books and records, (c) to visit and inspect its Properties, and (d) to discuss its business, operations, and financial condition with its officers, employees, and independent certified public accountants, in each instance, at Borrowers' expense; provided, however, that in the absence of an Event of Default, (i) Administrative Agent and Lenders shall not be permitted to visit and inspect Borrowers' and its Subsidiaries' Properties during the remainder of the fiscal year ending December 31, 2016, more than two times during the fiscal year ending December 31, 2017 and more than one time per fiscal year thereafter and (ii) Borrowers shall not be obligated to pay any costs, fees or expenses of such field exams in excess of \$15,000 per exam.

Section 7.7 **Keeping Books and Records.** Parent shall maintain proper books of record and account in accordance with past practice in which full, true, and correct entries in conformity with GAAP shall be made of all dealings and transactions in relation to the business and activities of Parent and its Subsidiaries.

Section 7.8 **Compliance with Laws.** Each Borrower shall, and shall cause each of its Subsidiaries to:

(a) comply in all material respects with all applicable Laws and decrees of any Governmental Authority or arbitrator except where the failure to comply would not reasonably be expected to result in a Material Adverse Event.

(b) ensure that (i) billing policies, arrangements, protocols and instructions comply with reimbursement requirements under Government Medical Reimbursement Programs; and (ii) medical director compensation arrangements and other arrangements with referring physicians comply with applicable Healthcare Laws, including the Stark Law and the Federal Anti-Kickback Statute, except in each case, where the failure to comply would not reasonably be expected to have a Material Adverse Event;

(c) maintain a corporate health care regulatory compliance program ("CCP") which reasonably addresses the material requirements of applicable Healthcare Laws, including at least the following components and will allow the Administrative Agent and/or any outside consultants from time to time to review such CCP: (i) standards of conduct and procedures that describe compliance policies regarding Laws designed to prevent fraud and abuse; (ii) a specific officer identified as having overall responsibility for the CCP; (iii) training and education programs which communicate the CCP to employees and agents, as appropriate; (iv) auditing systems and publicizing a reporting system to allow employees and other agents to anonymously report criminal or suspect conduct and potential compliance problems; (v) disciplinary guidelines for enforcement of compliance policies; and (vi) mechanisms to promptly respond to detected violations of the CCP; and

(d) maintain a health care privacy compliance program (as part of its CCP or otherwise) which addresses all material and applicable federal and state laws pertaining to the privacy and security of health information, including HIPAA.

Section 7.9 **Compliance with Agreements.** Each Borrower shall, and shall cause each of its Subsidiaries to, comply in all material respects with all agreements, contracts, and instruments binding on



it or affecting its Properties or business, except to the extent a failure to so comply would not result in a Material Adverse Event.

**Section 7.10 Further Assurances; Post Closing.** Each Borrower shall, and shall cause each of its Subsidiaries and each other Obligated Party to, execute and deliver such further agreements and instruments and take such further action as may be reasonably requested by Administrative Agent or any Lender to carry out the provisions and purposes of this Agreement and the other Loan Documents and to create, preserve, and perfect the Liens of Administrative Agent in the Collateral. Borrower Representative shall deliver to Administrative Agent each of the items shown on **Schedule 7.10** in form and substance reasonably acceptable to Administrative Agent on or before the dates specified therein.

**Section 7.11 ERISA.** Each Borrower shall, and shall cause each of its Subsidiaries to, cause each Plan to comply with all minimum funding requirements, and all other material requirements, of ERISA, if applicable, so as not to give rise to any material liability thereunder.

**Section 7.12 Depository Relationship; Cash Reserve Account.**

(a) Each Borrower shall, and shall cause each of its Subsidiaries to, use Texas Capital Bank as its principal depository bank and each Borrower shall, and shall cause each of its Subsidiaries to, maintain Texas Capital Bank, or such other bank as approved by the Administrative Agent, as its principal depository bank, including for the maintenance of business, cash management, operating and administrative deposit accounts; provided, that each Borrower and its Subsidiaries may maintain deposit accounts with other depository banks so long as (i) the aggregate balance of all such accounts does not exceed \$100,000 at any time or (ii) subject to **Section 7.10**, such deposit accounts (other than any Excluded Deposit Accounts (as defined in the Security Documents)) are subject to deposit account control agreements in form and substance reasonably satisfactory to Administrative Agent.

(b) Borrowers shall maintain the Cash Reserve Account at all times, provided, that Administrative Agent and Required Lenders (i) shall upon Borrower Representative's written request, release such amounts in the Cash Reserve Account to Borrowers to (1) pay Administrative Agent's and Lenders' costs associated with the closing of the transactions occurring on the First Amendment Effective Date (2) make payments of principal and interest on the Loans and (3) pay other fees and expenses of the Administrative Agent and the Lenders payable by the Borrower hereunder and (ii) may, in their sole discretion after Borrower Representative's written request, waive such requirement, in whole or in part, based on various factors, including but not limited to whether (x) any litigation or material claims exist involving non-medical malpractice matters, and (y) all medical malpractice claims and potential litigation related to such claims are properly reserved for in the Cash Reserve Account in amounts that are considered commercially reasonable based on the Borrowers' historical settlement experience and the probable near term losses associated with claims and, provided, further, that, Administrative Agent shall deposit in one of Borrowers' operating accounts maintained in accordance with **Section 7.12(a)** all interest and other income earned from time to time on the Cash Reserve Account so long as the Cash Reserve Account balance is not less than \$2,606,202.46 or such lesser amount as may be maintained in the Cash Reserve Account after giving effect to all amounts released to Borrowers under clauses (i) and (ii) above.

**Section 7.13 Additional Guarantors.** Borrower Representative shall notify Administrative Agent at the time that any Person becomes a Subsidiary, and promptly thereafter (and any event within ten (10) days) (i) execute and deliver to Administrative Agent all Security Documents, stock certificates, stock powers and other agreements and instruments as may be reasonably requested by Administrative

Agent to ensure that Administrative Agent has a perfected security interest in all ownership interests held by any Obligated Party in such Subsidiary, and (ii) cause such Person to (a) become a Guarantor by executing and delivering to Administrative Agent a Guaranty, (b) execute and deliver all Security Documents requested by Administrative Agent pledging to Administrative Agent for the benefit of the Secured Parties all of its Property (subject to such exceptions as Administrative Agent may permit) and take all actions reasonably required by Administrative Agent to grant to Administrative Agent for the benefit of Secured Parties a perfected first priority security interest in such property, including the filing of Uniform Commercial Code financing statements in such jurisdictions as may be requested by Administrative Agent, (c) with respect to each real property owned in fee simple by such Subsidiary: (i) the Mortgage and evidence of the proper recordation of each such Mortgage (or the delivery of any such Mortgage to the applicable title insurance company for recordation, on or immediately after the date of such delivery to such company) in the appropriate filing office, and (ii) the Owned Real Estate Support Documents with respect to such real property; and (d) deliver to Administrative Agent such other documents and instruments as Administrative Agent may reasonably require, including appropriate favorable opinions of counsel to such Person in form, content and scope reasonably satisfactory to Administrative Agent. Each Subsidiary of each Borrower shall be a U.S. Person.

Section 7.14 Landlord Waivers. Within ninety (90) days following the First Amendment Effective Date, Borrowers shall use commercially reasonable efforts to obtain landlord waivers in form and substance reasonably satisfactory to the Administrative Agent for the following leased locations:

- (a) 676 and 656 Swedesford Road, Wayne, PA 19087;
- (b) 5332 Avion Park Drive, Tampa FL 33607; and
- (c) 8888 E. Raintree Drive, Suite 165 & 170, Scottsdale AZ 85260.

## ARTICLE 8

### NEGATIVE COVENANTS

Each Borrower covenants and agrees that, as long as the Obligations or any part thereof are outstanding or any Letter of Credit outstanding or any Lender has any Commitment hereunder:

Section 8.1 **Debt.** Each Borrower shall not, and shall not permit any of its Subsidiaries to, directly or indirectly, incur, create, assume, or permit to exist any Debt, except:

- (a) The Obligations under the Loan Documents and Obligations existing or arising under Bank Product Agreements (other than Hedge Agreements) existing and as in effect on or after the First Amendment Effective Date and approved, to the extent required, under **Section 11.10**;
- (b) Existing Debt described on **Schedule 8.1** and any refinancings, refundings, renewals or extensions thereof, provided, that the amount thereof is not increased thereby;
- (c) Hedge Obligations existing or arising under Hedge Agreements permitted by **Section 8.17**;
- (d) Guarantees by any Borrower or another Obligated Party in respect of Debt of another Person (other than a Borrower, Obligated Party or any Excluded Entity) not to exceed \$2,000,000 in aggregate principal amount at any time outstanding;

(e) Purchase money Debt and Capitalized Lease Obligations not to exceed \$5,000,000 in the aggregate at any time outstanding;

(f) Debt consisting of unpaid insurance premiums (not in excess of one (1) year's premiums) owing to insurance companies and insurance brokers incurred in connection with the financing of insurance premiums in the ordinary course of business;

(g) Debt arising in connection with endorsement of instruments for deposit in the ordinary course of business and deposits supporting the performance of operating leases in the ordinary course of business;

(h) Debt arising from the honoring by a bank or other financial institution of a check, draft or similar instrument in the ordinary course of business and Debt in the ordinary course of business in respect of netting services, overdraft protections and otherwise in connection with deposit accounts or other customary cash management services;

(i) Debt consisting of deferred purchase price or notes issued to officers, directors and employees to purchase or redeem equity interests (or options or warrants or similar instruments) of Parent, to the extent that such purchases or redemptions are otherwise permitted hereunder;

(j) Debt of (i) any Borrower or any Subsidiary Obligated Party owing to such Borrower or any Subsidiary Obligated Party and (ii) any Borrower owing to a Subsidiary which is not an Obligated Party so long as the repayment obligations of such Borrower at any date to any Subsidiary Obligated Party are subordinated to the repayment in full of the Obligations on terms and conditions that are reasonably satisfactory to the Required Lenders;

(k) Debt incurred in the ordinary course of business with respect to workers compensation and other self-insurance obligations, performance, surety, appeal, bid or similar bonds;

(l) settlement obligations and obligations in respect of judgments not otherwise constituting an Event of Default and permitted hereunder;

(m) the Existing Subordinated Debt; and

(n) Subordinated Debt issued by Parent on or after the First Amendment Effective Date (i) in connection with the First Amendment Equity Investment and/or the Rights Offering or (ii) otherwise in an aggregate original principal amount not exceeding \$10,000,000 at any time outstanding (less the amount of equity interests issued pursuant to clause (b)(ii) of the definition of Excluded Issuances); provided that, in each case, (A) such Subordinated Debt is on terms and conditions reasonably satisfactory to Administrative Agent and Required Lenders, unsecured and subordinated in right of payment to the payment in full of all of the Obligations on terms and conditions reasonably satisfactory to the Administrative Agent or Required Lenders, (B) to the extent any payment thereunder is prohibited pursuant to this Agreement, the terms of the Subordinated Debt or any Subordination Agreement with respect thereto, such interest accruing on such Subordinated Debt shall be capitalized and added to the principal amount of such Subordinated Debt at the time payment of interest would otherwise be due thereunder and (C) the maturity date of such Subordinated Debt shall not be earlier than the date that is ninety (90) days after the Maturity Date.

Section 8.2 **Limitation on Liens.** Parent shall not, and shall not permit any of its Subsidiaries to, incur, create, assume, or permit to exist any Lien upon any of its Property, assets, or revenues, whether now owned or hereafter acquired, except:

(a) Existing Liens disclosed on *Schedule 8.2*; including replacement Liens on the property subject to such Liens securing Debt permitted by *Section 8.1(b)*;

(b) Liens in favor of the Secured Parties or Administrative Agent for the benefit of Secured Parties;

(c) Encumbrances consisting of minor easements, zoning restrictions, or other restrictions on the use of real property that do not (individually or in the aggregate) materially affect the value of the assets encumbered thereby or materially impair the ability of any Borrower or its Subsidiaries to use such assets in their respective businesses;

(d) Liens for taxes, assessments, or other governmental charges which are not delinquent or which are being contested in good faith and for which adequate reserves in accordance with GAAP have been established;

(e) Liens arising in the ordinary course of business (such as (i) Liens of carriers, warehousemen, mechanics, landlords, repairmen and materialmen and other similar Liens imposed by law and (ii) Liens incurred in connection with worker's compensation, unemployment compensation and other types of social security (excluding Liens arising under ERISA) or in connection with surety bonds, bids, performance bonds and similar obligations) for sums not overdue (or, in the case of Liens of carriers, warehousemen, mechanics, landlords, repairmen and materialmen, not overdue by more than sixty (60) days) or being diligently contested in good faith by appropriate proceedings and not involving any deposits or advances or borrowed money or the deferred purchase price of property or services and, in each case, for which it maintains adequate reserves in accordance with GAAP and the execution or other enforcement of which is effectively stayed;

(f) Purchase money Liens on specific property to secure Debt used to acquire such Property and Liens securing Capitalized Lease Obligations with respect to specific leased property, in each case to the extent permitted in *Section 8.1(e)*;

(g) Liens securing Debt permitted under *Section 8.1(f)* hereof on the policies being financed, including in respect thereof, all returns of premium, dividend payments and loss payments which reduce unearned premiums;

(h) judgment Liens that do not constitute an Event of Default;

(i) licenses with respect to intellectual property Collateral and other property leases or subleases granted to third parties in accordance with any applicable terms of the Loan Documents and not interfering in any material respect with the ordinary conduct of the business of any Borrower or any of its Subsidiaries or resulting in material diminution in the value of any Collateral as security for the Obligations;

(j) Liens arising from filing UCC financing statements relating solely to leases not prohibited by this Agreement; and

(k) Liens in favor of collecting banks arising under Section 4.210 of the UCC and Liens arising solely by virtue of any statutory or common law provision relating to bankers liens rights of set-off or similar rights in each case incurred in the ordinary course of business.

**Section 8.3 Mergers, Etc.** Each Borrower shall not, and shall not permit any of its Subsidiaries to, directly or indirectly, become a party to a merger or consolidation, or purchase or otherwise acquire all or substantially all of the assets of any Person or any shares or other evidence of beneficial ownership of any Person, or wind-up, dissolve, or liquidate, except that (i) any Borrower or Subsidiary of any Borrower may merge or consolidate with any Borrower so long as a Borrower is the surviving entity and (ii) any Subsidiary may merge or consolidate with another Subsidiary (other than CLM Aviation) so long as if a Subsidiary that is a Guarantor is involved in such merger or consolidation, such Guarantor is the surviving entity.

**Section 8.4 Restricted Payments.** Parent shall not, directly or indirectly, declare or pay any dividends or make any other payment or distribution (in cash, Property, or obligations) on account of its equity interests, or redeem, purchase, retire, call, or otherwise acquire any of its equity interests, or permit any Borrower or any of its Subsidiaries to purchase or otherwise acquire any equity interest of Parent, any Borrower or any Subsidiary or another Borrower or Subsidiary, or set apart any money for a sinking or other analogous fund for any dividend or other distribution on its equity interests or for any redemption, purchase, retirement, or other acquisition of any of its equity interests, or incur any obligation (contingent or otherwise) to do any of the foregoing; *provided, however*, that Subsidiaries shall be permitted to make payments, dividends and distributions to Borrowers and Borrowers shall be permitted to make payments, dividends and distributions to Parent, it being agreed and understood that any Subsidiary that is not wholly-owned may make pro rata distributions to its other owners concurrently with any distribution to the Borrower that owns a direct interest in such Subsidiary. Notwithstanding the foregoing, from and after the First Amendment Effective Date:

- (a) Parent may make Permitted Tax Distributions;
- (b) any Obligated Party may pay dividends and make other distributions consisting solely of its respective equity interests; and
- (c) Parent may redeem not more than \$1,474,025.00 of its equity interests with proceeds from the Rights Offering, provided that such proceeds are exclusively used for reimbursing the Sheridan Group in respect of certain amounts funded on behalf of others in connection with the First Amendment Equity Investment.

**Section 8.5 Loans and Investments.** Each Borrower shall not make, and shall not permit any of its Subsidiaries to, directly or indirectly, make, hold or maintain, any advance, loan, extension of credit, or capital contribution to or investment in, or purchase any stock, bonds, notes, debentures, or other securities of, any Person, except:

- (a) Existing investments described on *Schedule 8.5*;
- (b) Readily marketable direct obligations of the United States of America or any agency thereof with maturities of one (1) year or less from the date of acquisition;
- (c) Fully insured certificates of deposit with maturities of one (1) year or less from the date of acquisition issued by either (i) any commercial bank operating in the United States of America having capital and surplus in excess of \$50,000,000.00 or (ii) any Lender;

- (d) Commercial paper of a domestic issuer if at the time of purchase such paper is rated in one (1) of the two (2) highest rating categories of Standard and Poor's Corporation or Moody's Investors Service;
- (e) Investments of up to \$6,000,000 in the aggregate in the Core Business (other than in the Excluded Entities);
- (f) Investments in Subsidiaries that are Guarantors;
- (g) Investments consisting of Hedge Agreements permitted under *Section 8.17*;
- (h) Advances or extensions of credit in the form of accounts receivable incurred in the ordinary course of business;
- (i) Advances to employees for the payment of expenses in the ordinary course of business;
- (j) Investments received in connection with the bankruptcy or reorganization of or settlement of delinquent accounts and disputes with customers and suppliers in each case in the ordinary course of business; and
- (k) Investments consisting of intercompany Debt permitted under *Section 8.1(j)*.

**Section 8.6 Limitation on Issuance of Equity.** Each Borrower shall not, and shall not permit any of its Subsidiaries to, directly or indirectly, issue, sell, assign, or otherwise dispose of (a) any of its stock or other equity interests, (b) any securities exchangeable for or convertible into or carrying any rights to acquire any of its stock or other equity interests, or (c) any option, warrant, or other right to acquire any of its stock or other equity interests, in each case, other than to Parent, another Borrower or another Subsidiary.

**Section 8.7 Transactions With Affiliates.** Except as set forth on *Schedule 8.7* and as permitted pursuant to *Section 8.4(c)*, no Borrower shall, nor shall permit any of its Subsidiaries to, directly or indirectly, enter into any transaction, including, without limitation, the purchase, sale, or exchange of property, the rendering of any service or the payment of any management, advisory or similar fees, with any Affiliate of Parent or such Subsidiary (other than an Obligated Party, excluding CLM Aviation), except in the ordinary course of and pursuant to the reasonable requirements of such Borrower's or such Subsidiary's business, pursuant to a transaction which is otherwise expressly permitted under this Agreement, and upon fair and reasonable terms no less favorable to such Borrower or such Subsidiary than would be obtained in a comparable arm's-length transaction with a Person not an Affiliate of such Borrower or such Subsidiary. Notwithstanding the foregoing, no Borrower shall or shall permit any of its Subsidiaries to directly or indirectly make any payment to:

- (a) Bill Horne and/or Horne Management, Inc. until January 1, 2017, and thereafter such payments shall not exceed in the aggregate \$500,000 in any calendar year;
- (b) Ray Monteleone and Monteleone & Associates, Inc. in excess of \$400,000 in the aggregate, paid in equal monthly installments during the twelve month period ending with the first anniversary of the First Amendment Effective Date; or
- (c) EFO Management, LLC, RPG Enterprises, Inc., or Acacia Partners;

provided that, the foregoing shall not prohibit Borrowers from reimbursing any out-of-pocket expenses of the foregoing Affiliates incurred on behalf of Borrowers in the ordinary course of business in accordance with Borrowers' internal business policies.

**Section 8.8 Disposition of Assets.** No Borrower shall, nor shall it permit any of its Subsidiaries to, directly or indirectly make any Disposition, except:

- (a) Dispositions, for fair value, of worn-out and obsolete equipment not necessary or useful to the conduct of business (the net proceeds of which shall be used to prepay Term Loan Borrowings if and to the extent required by **Section 2.9(d)**);
- (b) any Disposition of any Borrower's interest in Marodyne; and
- (c) other Dispositions not to exceed \$1,000,000 in the aggregate (for all Borrowers and their Subsidiaries) in any fiscal year.

**Section 8.9 Sale and Leaseback.** Except as set forth on **Schedule 8.9**, no Borrower shall, nor shall it permit any of its Subsidiaries to, directly or indirectly, enter into any arrangement with any Person pursuant to which it leases from such Person real or personal property that has been or is to be sold or transferred, directly or indirectly, by it to such Person.

**Section 8.10 Prepayment of Debt.** No Borrower shall, nor shall it permit any of its Subsidiaries to, directly or indirectly, make any optional or voluntary payment, prepayment, repurchase or redemption of (i) any Debt if an Event of Default exists or would exist on a pro forma basis after giving effect thereto, except the Obligations under the Loan Documents or (ii) any Debt that is expressly subordinated to the Obligations.

**Section 8.11 Nature of Business.** No Borrower shall, nor shall it permit any of its Subsidiaries to, engage in any business other than the businesses in which they are engaged as of the date hereof and businesses reasonably related thereto.

**Section 8.12 Environmental Protection.** No Borrower shall, nor shall it permit any of its Subsidiaries to, directly or indirectly (a) use (or permit any tenant to use) any of their respective Properties or assets for the handling, processing, storage, transportation, or disposal of any Hazardous Material, (b) generate any Hazardous Material in violation of Environmental Laws, (c) conduct any activity that is likely to cause a Release or threatened Release of any Hazardous Material in violation of Environmental Laws, or (d) otherwise conduct any activity or use any of their respective Properties or assets in any manner that is likely to violate any Environmental Law or create any Environmental Liabilities for which any Borrower or any of its Subsidiaries would be responsible.

**Section 8.13 Accounting.** No Borrower shall, nor shall it permit any of its Subsidiaries to, change its fiscal year or make any change (a) in accounting treatment or reporting practices, except as required by GAAP and disclosed to Administrative Agent, or (b) in tax reporting treatment, except as required by law and disclosed to Administrative Agent.

**Section 8.14 Burdensome Agreements.** No Borrower shall, nor shall it permit any of its Subsidiaries or any Obligated Party to, enter into or permit to exist any arrangement or agreement, other than pursuant to this Agreement or any Loan Document, which (a) directly or indirectly prohibits any Borrower, any of its Subsidiaries, or any Obligated Party from creating or incurring a Lien on any of its Property, revenues, or assets, whether now owned or hereafter acquired, (b) directly or indirectly prohibits any of its Subsidiaries, or any Obligated Party to make any payments, directly or indirectly, to any Borrower by way of dividends, distributions, advances, repayments of loans, repayments of expenses,

accruals, or otherwise or (c) in any way would be contravened by such Person's performance of its obligations hereunder or under the other Loan Documents other than (w) customary restrictions and conditions contained in agreements relating to the sale of any or of all or a substantial part of the capital stock or assets of any Subsidiary pending such sale, provided such restrictions and conditions apply only to the Subsidiary or assets to be sold and such sale is permitted hereunder, (x) restrictions or conditions imposed by any agreement relating to purchase money Debt, Capitalized Lease Obligations and other secured Debt permitted by this Agreement if such restrictions or conditions apply only to the property or assets securing such Debt, (y) customary provisions in leases and other contracts restricting the assignment thereof, and (z) customary restrictions imposed by joint venture agreements or other similar agreements entered into in the ordinary course of business.

Section 8.15 **Subsidiaries.** No Borrower shall, directly or indirectly, form or acquire any Subsidiary unless such Borrower complies with the requirements of *Section 7.13*.

Section 8.16 **Amendments of Constituent Documents.** Parent, each Borrower and each of their Subsidiaries shall not amend or restate any of their respective Constituent Documents, unless (i) such would not be adverse to the Administrative Agent or the Lenders, unless such is consented to in writing by Administrative Agent, or (ii) such consists of a name change only pursuant to which Administrative Agent is given at least thirty (30) days prior written notice thereof.

Section 8.17 **Hedge Agreements.** From and after the First Amendment Effective Date, no Borrower shall, nor shall it permit any of its Subsidiaries to, enter into any Hedge Agreement without the prior written consent of the Administrative Agent and the Required Lenders.

Section 8.18 **OFAC.** No Borrower shall, nor shall it permit any of its Subsidiaries to, fail to comply with the Laws, regulations and executive orders referred to in *Section 6.20* and *Section 6.21*.

Section 8.19 **Holding Company.** Parent shall not (a) conduct any business operations other than business activities incidental to the management of the business of Borrowers and their Subsidiaries as conducted on the Closing Date and the performance of its obligations under the Loan Documents to which it is a party, (b) be a party to any material contract except as otherwise permitted in this Agreement, or (c) hold or own any assets or property of any kind, other than as set forth on **Schedule 8.19** and assets that are minimal in nature and the outstanding equity interest of Borrowers existing on the Closing Date.

Section 8.20 **Amendment of Subordinated Debt Documents.** No Obligated Party shall amend, restate, amend and restate, supplement, modify or otherwise alter (or suffer to be amended, restated, amended and restated, supplemented, modified or altered) the Subordinated Debt Documents except (i) as permitted in the applicable Subordinated Debt Documents and any applicable Subordination Agreements, or (ii) if no such restrictions exist in the applicable Subordinated Debt Documents or Subordination Agreements, amend, modify or otherwise alter (or suffer to be amended, modified or altered) the Subordinated Debt Documents in any manner reasonably expected to be adverse to the interests of the Administrative Agent or the Lenders, without the prior written consent of the Administrative Agent and the Required Lenders; provided that the foregoing shall not, and shall not be deemed or construed to, in any way limit or prohibit the conversion of any Subordinated Debt into equity interests of Parent.



## ARTICLE 9

### FINANCIAL COVENANTS

Borrowers covenant and agree that, as long as the Obligations or any part thereof are outstanding or any Letter of Credit shall remain outstanding or any Lender has any Commitment hereunder:

Section 9.1 **Leverage Ratio.** Borrowers shall not permit as of the last day of any fiscal quarter ending during any of the following periods, the Leverage Ratio, to be greater than the ratio set forth opposite such period below:

Quarter Ending	Maximum Ratio
March 31, 2017	4.75 to 1.00
June 30, 2017	4.00 to 1.00
September 30, 2017	3.75 to 1.00
December 31, 2017	3.50 to 1.00
March 31, 2018	3.25 to 1.00
June 30, 2018	3.00 to 1.00
September 30, 2018 and each fiscal quarter ending thereafter	2.75 to 1.00

Section 9.2 **Debt Service Coverage Ratio.** Borrowers shall not permit, for any four fiscal quarter period ending during the following periods, the ratio of (a) EBITDA minus cash taxes paid minus Permitted Tax Distributions paid minus Unfinanced Capital Expenditures to (b) Debt Service, in each case for Borrowers and their Subsidiaries, on a consolidated basis, for such four fiscal quarter period, to be less than the amount set forth opposite such period below:

Period	Minimum Ratio
March 31, 2017 to September 30, 2017	1.05 to 1.00
From and after October 1, 2017	1.10 to 1.00

provided that, for purposes of determining compliance with this Section 9.2, (i) EBITDA for the fiscal quarter ending March 31, 2017, shall be EBITDA for such fiscal quarter multiplied by 4; (ii) EBITDA for the two fiscal quarter period ending June 30, 2017, shall be EBITDA for such two fiscal quarter period multiplied by 2; and (iii) EBITDA for the three fiscal quarter period ending September 30, 2017, shall be EBITDA for such three fiscal quarter period multiplied by 4/3.

Section 9.3 **Capital Expenditures.** Borrowers shall not permit the aggregate Capital Expenditures of Borrowers and their Subsidiaries (excluding payments of Capitalized Lease Obligations in respect of medical equipment) to exceed (i) \$2,000,000 during the period commencing with the First

Amendment Effective Date and ending on December 31, 2016, (ii) \$5,000,000 during the fiscal year ending December 31, 2017; and (iii) \$3,500,000 during the fiscal year ending December 31, 2018.

## ARTICLE 10

### DEFAULT

Section 10.1 **Events of Default.** Each of the following shall be deemed an “*Event of Default*”:

(a) Borrowers shall fail to pay the Obligations under the Loan Documents or any part thereof shall not be paid when due or declared due and, other than with respect to payments of principal, such failure shall continue unremedied for five (5) days after such payment became due;

(b) Borrower Representative shall fail to provide to Administrative Agent and Lenders timely any notice of Default as required by *Section 7.1(h)* of this Agreement or Borrowers shall breach any provision of *Sections 7.1, 7.2, 7.5, 7.6, 7.10, 7.12 or 7.13* or *Article 8* or *Article 9* of this Agreement;

(c) Any representation or warranty made or deemed made by any Borrower or any other Obligated Party (or any of their respective officers) in any Loan Document or in any certificate, report, notice, or financial statement furnished at any time in connection with this Agreement shall be false, misleading, or erroneous in any material respect (without duplication of any materiality qualifier contained therein) when made or deemed to have been made;

(d) Any Borrower, any of their Subsidiaries, or any other Obligated Party shall fail to perform, observe, or comply with any covenant, agreement, or term contained in this Agreement or any other Loan Document (other than as covered by *Sections 10.1(a)* and *(b)*), and such failure continues for more than thirty (30) days following the earlier of (x) the date after which such Borrower, such Subsidiary or such Obligated Party obtained knowledge of such failure and (y) the date on which the Borrower Representative received notice thereof specifying the default from the Administrative Agent;

(e) Any Borrower, any of their Subsidiaries, or any other Obligated Party shall commence a voluntary proceeding seeking liquidation, reorganization, or other relief with respect to itself or its debts under any bankruptcy, insolvency, or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian, or other similar official of it or a substantial part of its Property or shall consent to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against it or shall make a general assignment for the benefit of creditors or shall generally fail to pay its debts as they become due or shall take any corporate action to authorize any of the foregoing;

(f) An involuntary proceeding shall be commenced against any Borrower, any of its Subsidiaries, or any other Obligated Party seeking liquidation, reorganization, or other relief with respect to it or its debts under any bankruptcy, insolvency, or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian, or other similar official for it or a substantial part of its Property, and such involuntary proceeding shall remain undismissed and unstayed for a period of sixty (60) days;

(g) Any Borrower, any of its Subsidiaries, or any other Obligated Party shall fail to pay when due any principal of or interest on any Debt (other than the Obligations under the Loan Documents) in the amount of \$1,000,000 or more, or the maturity of any such Debt shall have been accelerated, or any such Debt shall have been required to be prepaid, repurchased, defeased or redeemed prior to the stated maturity thereof or any cash collateral in respect thereof to be demanded, or any event shall have occurred that permits (or, with the giving of notice or lapse of time or both, would permit) any holder or holders of such Debt or any Person acting on behalf of such holder or holders to accelerate the maturity thereof or require any such prepayment, repurchase, defeasance or redemption or any cash collateral in respect thereof to be demanded;

(h) There shall occur under any Hedge Agreement an Early Termination Date (as defined in such Hedge Agreement) resulting from (1) any event of default under such Hedge Agreement to which any Borrower or any other Obligated Party is the Defaulting Party (as defined in such Hedge Agreement), or (2) any Termination Event (as so defined) under such Hedge Agreement as to which such Borrower or any other Obligated Party is an Affected Party (as so defined) and, in either event, the Hedge Termination Value owed by such Borrower, such Obligated Party as a result thereof exceeds \$1,000,000;

(i) This Agreement or any other Loan Document shall cease to be in full force and effect or shall be declared null and void or the validity or enforceability thereof shall be contested or challenged by any Borrower, any of its Subsidiaries, any other Obligated Party or any of their respective equity holders, or any Borrower or any other Obligated Party shall deny that it has any further liability or obligation under any of the Loan Documents, or any Lien created by the Loan Documents shall for any reason cease to be a valid, first priority perfected Lien upon any of the Collateral purported to be covered thereby, subject to Permitted Liens;

(j) Any of the following events shall occur or exist with respect to any Borrower or any ERISA Affiliate: (i) any ERISA Event occurs with respect to a Plan or Multiemployer Plan, or (ii) any Prohibited Transaction involving any Plan; and in each case above, such event or condition, together with all other events or conditions, if any, have subjected or could in the reasonable opinion of Administrative Agent subject such Borrower or any ERISA Affiliate to any tax, penalty, or other liability to a Plan, a Multiemployer Plan, the PBGC, the IRS, the U. S. Department of Labor, or otherwise (or any combination thereof) which in the aggregate exceed or could reasonably be expected to exceed \$1,000,000;

(k) A Change of Control shall occur;

(l) Any Borrower, any of its Subsidiaries, or any other Obligated Party, or any of their Properties, revenues, or assets, shall become subject to an order of forfeiture, seizure, or divestiture (whether under RICO or otherwise) and the same shall not have been discharged or stayed within 30 days from the date of entry thereof;

(m) Any Borrower, any of its Subsidiaries, or any other Obligated Party shall fail to discharge or have stayed within a period of thirty (30) days after the commencement thereof any attachment, sequestration, or similar proceeding or proceedings involving an aggregate amount in excess of \$1,000,000 against any of its assets or Properties;

(n) A final judgment or judgments for the payment of money in excess of \$1,000,000 in the aggregate shall be rendered by a court or courts against any Borrower, any of its Subsidiaries, or any other Obligated Party and the same shall not be discharged (or provision shall not be made for such discharge), or a stay of execution thereof shall not be procured, within thirty (30) days from the date of entry thereof and such Borrower, such Subsidiary, or such Obligated

Party shall not, within such period of thirty (30) days, or such longer period during which execution of the same shall have been stayed, appeal therefrom and cause the execution thereof to be stayed during such appeal;

(o) Any Security Document shall cease to create valid perfected first priority liens (subject to Permitted Liens) on the Collateral purported to be covered thereby;

(p) A Governmental Authority shall have revoked any Healthcare Permit to the extent that such revocation would reasonably be expected to have a Material Adverse Event, regardless of whether such Healthcare Permit was held by or originally issued for the benefit of an Obligated Party or a Subsidiary of an Obligated Party; or

(q) (i) A penalty or fine (excluding any refunds of claims paid to a Government Medical Reimbursement Program or any voluntary self-disclosure or voluntary settlement of a litigation dispute or regulatory action) in excess of \$1,000,000 is assessed against any Obligated Party under any Healthcare Law or (ii) any Obligated Party enters into any settlement or makes any payment relating to any litigation dispute or regulatory action, or pays refunds of claims paid to a Government Medical Reimbursement Program or any voluntary self-disclosure, in excess of \$6,000,000 individually, or \$15,000,000 in the aggregate for all Obligated Parties; or

(r) David Pillsbury shall cease to be employed as the Chief Executive Officer of each Borrower, unless due to his death or incapacity, and a replacement Chief Executive Officer shall not have been appointed by Parent within six (6) months of the date thereof.

**Section 10.2 Remedies Upon Default.** If any Event of Default shall occur and be continuing, then Administrative Agent may, with the consent of Required Lenders, or shall, at the direction of Required Lenders, without notice do any or all of the following: (a) terminate the Commitments of Lenders (except for funding obligations of outstanding Letters of Credit), (b) terminate the obligations of L/C Issuer to make L/C Credit Extensions, (c) terminate the commitment of Swing Line Lender to make Swing Line Loans, (d) require that Borrowers Cash Collateralize the L/C Obligations (in an amount equal to the Minimum Collateral Amount with respect thereto), or (e) declare the Obligations under the Loan Documents or any part thereof to be immediately due and payable, and the same shall thereupon become immediately due and payable, without notice, demand, presentment, notice of dishonor, notice of acceleration, notice of intent to accelerate, notice of intent to demand, protest, or other formalities of any kind, all of which are hereby expressly waived by Borrowers; *provided, however,* that upon the occurrence of an Event of Default under **Section 10.1(e)** or **(f)**, the Commitments of Lenders shall automatically terminate (except for funding obligations of outstanding Letters of Credit), the obligations of L/C Issuer to make L/C Credit Extensions shall automatically terminate, the commitment of Swing Line Lender to make Swing Line Loans shall automatically terminate, the obligation of Borrowers to Cash Collateralize the L/C Obligations as aforesaid shall automatically become effective, and the Obligations under the Loan Documents shall become immediately due and payable, in each case without notice, demand, presentment, notice of dishonor, notice of acceleration, notice of intent to accelerate, notice of intent to demand, protest, or other formalities of any kind, all of which are hereby expressly waived by Borrowers. In addition to the foregoing, if any Event of Default shall occur and be continuing, Administrative Agent may, with the consent of Required Lenders, or shall, at the direction of Required Lenders, exercise all rights and remedies available to it, Lenders and L/C Issuer in law or in equity, under the Loan Documents, or otherwise.

**Section 10.3 Application of Funds.** After the exercise of remedies provided for in **Section 10.2** (or after the Loans have automatically become immediately due and payable), any amounts received on account of the Obligations shall be applied by Administrative Agent in the following order:

*First*, to payment of that portion of the Obligations constituting fees, indemnities, expenses and other amounts (including fees, charges and disbursements of counsel to Administrative Agent subject to the terms hereof) payable to Administrative Agent in its capacity as such;

*Second*, to payment of that portion of the Obligations constituting fees, indemnities and other amounts (other than principal, interest, and Letter of Credit Fees) payable to Lenders and L/C Issuer (including fees, charges and disbursements of counsel to the respective Lenders and L/C Issuer subject to the terms hereof) arising under the Loan Documents, ratably among them in proportion to the respective amounts described in this *clause Second* payable to them;

*Third*, to payment of that portion of the Obligations constituting accrued and unpaid Letter of Credit Fees and interest on the Loans, L/C Borrowings and other Obligations arising under the Loan Documents, ratably among Lenders and L/C Issuer in proportion to the respective amounts described in this *clause Third* payable to them;

*Fourth*, to payment of that portion of the Obligations constituting unpaid principal of the Loans and L/C Borrowings and constituting unpaid Bank Product Obligations, ratably among Lenders and Bank Product Providers in proportion to the respective amounts described in this *clause Fourth* held by them;

*Fifth*, to Administrative Agent for the account of the L/C Issuer, to Cash Collateralize that portion of L/C Obligations comprised of the aggregate undrawn amount of Letters of Credit to the extent not otherwise Cash Collateralized by Borrowers pursuant to *Sections 2.2* and *2.7*;

*Sixth*, to payment of that remaining portion of the Obligations, ratably among the Lenders and Bank Product Providers in proportion to the respective amounts described in this *clause Sixth* held by them; and

*Last*, the balance, if any, after all of the Obligations have been indefeasibly paid in full, to Borrowers or as otherwise required by law.

Notwithstanding the foregoing, Bank Product Obligations shall be excluded from the application described above if (i) such Bank Product Obligations arose under any Bank Product Agreement entered into after the First Amendment Effective Date and not approved under **Section 11.10** or (ii) Administrative Agent has not received written notice thereof, together with supporting documentation as Administrative Agent may request from the applicable Bank Product Provider, *provided* that no such notice shall be required for any Bank Product Agreement for which Administrative Agent or any Affiliate of Administrative Agent is the applicable Bank Product Provider. Each Bank Product Provider that is not a party to this Agreement that has given notice contemplated by the preceding sentence shall, by such notice, be deemed to have acknowledged and accepted the appointment of Administrative Agent pursuant to the terms of **Article 11** hereof for itself and its Affiliates as if a “Lender” party hereto.

**Section 10.4 Performance by Administrative Agent.** If Borrowers shall fail to perform any covenant or agreement contained in any of the Loan Documents, then Administrative Agent may perform or attempt to perform such covenant or agreement on behalf of Borrowers. In such event, Borrowers shall, at the request of Administrative Agent to Borrower Representative, promptly pay to Administrative Agent any amount expended by Administrative Agent in connection with such performance or attempted performance, together with interest thereon at the Default Interest Rate from and including the date of such expenditure to but excluding the date such expenditure is paid in full. Notwithstanding the foregoing, it is expressly agreed that Administrative Agent shall not have any liability or responsibility for the performance of any covenant, agreement, or other obligation of Borrowers under this Agreement or any other Loan Document.

## ARTICLE 11

### AGENCY

#### Section 11.1 **Appointment and Authority.**

(a) Each of the Lenders, L/C Issuer, and Swing Line Lender hereby irrevocably appoints Texas Capital Bank to act on its behalf as Administrative Agent hereunder and under the other Loan Documents and authorizes Administrative Agent to take such actions on its behalf and to exercise such powers as are delegated to Administrative Agent by the terms hereof or thereof, together with such actions and powers as are reasonably incidental thereto. The provisions of this *Article 11* (except *Section 11.6(a)*) are solely for the benefit of Administrative Agent, Lenders, L/C Issuer, and Swing Line Lender, and no Borrower nor any other Obligated Party shall have rights as a third-party beneficiary of any of such provisions. It is understood and agreed that the use of the term “agent” herein or in any other Loan Documents (or any other similar term) with reference to Administrative Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable law. Instead such term is used as a matter of market custom, and is intended to create or reflect only an administrative relationship between contracting parties.

(b) Administrative Agent shall also act as the “collateral agent” under the Loan Documents, and each of the Lenders (including for itself and its Affiliates in their capacities as potential Bank Product Providers) and L/C Issuer hereby irrevocably appoints and authorizes Administrative Agent to act as the agent of such Lender and L/C Issuer for purposes of acquiring, holding and enforcing any and all Liens on Collateral granted by any of the Obligated Parties to secure any of the Obligations, together with such powers and discretion as are reasonably incidental thereto. In this connection, Administrative Agent, as “collateral agent” and any co-agents, sub-agents and attorneys-in-fact appointed by Administrative Agent pursuant to *Section 11.5* for purposes of holding or enforcing any Lien on the Collateral (or any portion thereof) granted under the Security Documents, or for exercising any rights and remedies thereunder at the direction of Administrative Agent), shall be entitled to the benefits of all provisions of this *Article 11* and *Article 12* (including *Section 12.1(b)*), as though such co-agents, sub-agents and attorneys-in-fact were the “collateral agent” under the Loan Documents) as if set forth in full herein with respect thereto.

Section 11.2 **Rights as a Lender.** The Person serving as Administrative Agent hereunder shall have the same rights and powers in its capacity as a Lender as any other Lender and may exercise the same as though it were not Administrative Agent, and the term “Lender” or “Lenders” shall, unless otherwise expressly indicated or unless the context otherwise requires, include the Person serving as Administrative Agent hereunder in its individual capacity. Such Person and its Affiliates may accept deposits from, lend money to, own securities of, act as the financial advisor or in any other advisory capacity for, and generally engage in any kind of business with, any Borrower or any Subsidiary or other Affiliate thereof as if such Person were not Administrative Agent hereunder and without any duty to account therefor to Lenders.

#### Section 11.3 **Exculpatory Provisions.**

(a) Administrative Agent shall not have any duties or obligations except those expressly set forth herein and in the other Loan Documents, and its duties hereunder shall be administrative in nature. Without limiting the generality of the foregoing, Administrative Agent:

(i) shall not be subject to any fiduciary or other implied duties, regardless of whether a Default has occurred and is continuing;

(ii) shall not have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby or by the other Loan Documents that Administrative Agent is required to exercise as directed in writing by Required Lenders (or such other number or percentage of Lenders as shall be expressly provided for herein or in the other Loan Documents); *provided* that Administrative Agent shall not be required to take any action that, in its opinion or upon the advice of its counsel, may expose Administrative Agent to liability or that is contrary to any Loan Document or applicable law, including for the avoidance of doubt any action that may be in violation of the automatic stay under any Debtor Relief Law or that may effect a forfeiture, modification or termination of property of a Defaulting Lender in violation of any Debtor Relief Law;

(iii) shall not, except as expressly set forth herein and in the other Loan Documents, have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to any Borrower or any of its Affiliates that is communicated to or obtained by the Person serving as Administrative Agent or any of its Affiliates in any capacity; and

(iv) shall be fully justified in failing or refusing to take any action hereunder or under any other Loan Document unless it shall first be indemnified to its satisfaction by Lenders pro rata against any and all liability, cost and expense that it may incur by reason of taking or continuing to take any such action.

(b) Administrative Agent shall not be liable for any action taken or not taken by it (i) with the consent or at the request of Required Lenders (or such other number or percentage of Lenders as shall be necessary, or as Administrative Agent shall believe in good faith shall be necessary, under the circumstances as provided in **Sections 10.2** and **11.9**), or (ii) in the absence of its own gross negligence or willful misconduct as determined by a court of competent jurisdiction by final and nonappealable judgment. **SUCH LIMITATION OF LIABILITY SHALL APPLY REGARDLESS OF WHETHER THE LIABILITY ARISES FROM THE SOLE, CONCURRENT, CONTRIBUTORY OR COMPARATIVE NEGLIGENCE OF ADMINISTRATIVE AGENT.** Administrative Agent shall be deemed not to have knowledge of any Default unless and until notice describing such Default is given to Administrative Agent in writing by Borrower Representative, a Lender, L/C Issuer, or Swing Line Lender.

(c) Neither Administrative Agent nor any Related Party thereof shall be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with this Agreement or any other Loan Document, (ii) the contents of any certificate, report or other document delivered hereunder or thereunder or in connection herewith or therewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein or therein or the occurrence of any Default, (iv) the validity, enforceability, effectiveness or genuineness of this Agreement, any other Loan Document or any other agreement, instrument or document, or (v) the satisfaction of any condition set forth in **Article 5** or elsewhere herein, other than to confirm receipt of items expressly required to be delivered to Administrative Agent.

**Section 11.4 Reliance by Administrative Agent.** Administrative Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing (including any electronic message, Internet or intranet

website posting or other distribution) believed by it to be genuine and to have been signed, sent or otherwise authenticated by the proper Person. Administrative Agent also may rely upon any statement made to it orally or by telephone and believed by it to have been made by the proper Person, and shall not incur any liability for relying thereon. In determining compliance with any condition hereunder to the making of a Credit Extension, that by its terms must be fulfilled to the satisfaction of a Lender, L/C Issuer, or Swing Line Lender, Administrative Agent may presume that such condition is satisfactory to such Lender, L/C Issuer, or Swing Line Lender unless Administrative Agent shall have received notice to the contrary from such Lender prior to the making of such Loan. Administrative Agent may consult with legal counsel (who may be counsel for Borrowers), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts.

**Section 11.5 Delegation of Duties.** Administrative Agent may perform any and all of its duties and exercise its rights and powers hereunder or under any other Loan Document by or through any one or more sub agents appointed by Administrative Agent. Administrative Agent and any such sub agent may perform any and all of its duties and exercise its rights and powers by or through their respective Related Parties. The exculpatory provisions of this **Article 11** shall apply to any such sub agent and to the Related Parties of Administrative Agent and any such sub agent, and shall apply to their respective activities in connection with the syndication of this facility as well as activities as Administrative Agent. Administrative Agent shall not be responsible for the negligence or misconduct of any sub-agents except to the extent that a court of competent jurisdiction determines in a final and non-appealable judgment that Administrative Agent acted with gross negligence or willful misconduct in the selection of such sub agents.

**Section 11.6 Resignation of Administrative Agent.**

(a) Administrative Agent may at any time give notice of its resignation to Lenders, L/C Issuer, Swing Line Lender and Borrower Representative. Upon receipt of any such notice of resignation, Required Lenders shall have the right, in consultation with Borrower Representative (so long as no Event of Default has occurred and is continuing), to appoint a successor. If no such successor shall have been so appointed by Required Lenders and shall have accepted such appointment within thirty (30) days after the retiring Administrative Agent gives notice of its resignation (or such earlier day as shall be agreed by Required Lenders) (the “**Resignation Effective Date**”), then the retiring Administrative Agent may (but shall not be obligated to), on behalf of Lenders, L/C Issuer, and Swing Line Lender, appoint a successor Administrative Agent meeting the qualifications set forth above. Whether or not a successor has been appointed, such resignation shall become effective in accordance with such notice on the Resignation Effective Date. After the Resignation Effective Date, the provisions of this **Article 11** relating to or indemnifying or releasing Administrative Agent shall inure to its benefit as to any actions taken or omitted to be taken by it while it was Administrative Agent under this Agreement and the other Loan Documents.

(b) If the Person serving as Administrative Agent is a Defaulting Lender pursuant to **clause (d)** of the definition thereof, Required Lenders may, to the extent permitted by applicable law, by notice in writing to Borrower Representative and such Person remove such Person as Administrative Agent and, in consultation with Borrower Representative, appoint a successor. If no such successor shall have been so appointed by Required Lenders and shall have accepted such appointment within thirty (30) days (or such earlier day as shall be agreed by Required Lenders) (the “**Removal Effective Date**”), then such removal shall nonetheless become effective in accordance with such notice on the Removal Effective Date.



(c) With effect from the Resignation Effective Date or the Removal Effective Date (as applicable) (i) the retiring or removed Administrative Agent shall be discharged from its duties and obligations hereunder and under the other Loan Documents (except that in the case of any Collateral held by Administrative Agent on behalf of Secured Parties under any of the Loan Documents, the retiring or removed Administrative Agent shall continue to hold such Collateral until such time as a successor Administrative Agent is appointed) and (ii) except for any indemnity, fee or expense payments owed to the retiring or removed Administrative Agent, all payments, communications and determinations provided to be made by, to or through Administrative Agent shall instead be made by or to each Lender, L/C Issuer, or Swing Line Lender, as applicable, directly, until such time, if any, as Required Lenders appoint a successor Administrative Agent as provided for above. Upon the acceptance of a successor's appointment as Administrative Agent hereunder, such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring or removed Administrative Agent (other than any rights to indemnity payments owed to the retiring or removed Administrative Agent), and the retiring or removed Administrative Agent shall be discharged from all of its duties and obligations hereunder or under the other Loan Documents. The fees payable by Borrowers to a successor Administrative Agent shall be the same as those payable to its predecessor unless otherwise agreed between Borrowers and such successor. After the retiring or removed Administrative Agent's resignation or removal hereunder and under the other Loan Documents, the provisions of this *Article 11, Section 12.1*, and *Section 12.2* shall continue in effect for the benefit of such retiring or removed Administrative Agent, its sub agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while the retiring or removed Administrative Agent was acting as Administrative Agent.

(d) Any resignation by Texas Capital Bank as Administrative Agent pursuant to this *Section* shall also constitute its resignation as L/C Issuer and Swing Line Lender. If Texas Capital Bank resigns as an L/C Issuer, it shall retain all the rights, powers, privileges and duties of L/C Issuer hereunder with respect to all Letters of Credit outstanding as of the effective date of its resignation as L/C Issuer and all L/C Obligations with respect thereto, including the right to require Revolving Credit Lenders to make Revolving Credit Loans or fund risk participations in Unreimbursed Amounts pursuant to *Section 2.2(c)*. If Texas Capital Bank resigns as Swing Line Lender, it shall retain all the rights of Swing Line Lender provided for hereunder with respect to Swing Line Loans made by it and outstanding as of the effective date of such resignation, including the right to require Revolving Credit Lenders to make Revolving Credit Loans or fund risk participations in outstanding Swing Line Loans pursuant to *Section 2.3(c)*. Upon the appointment by Borrower Representative of a successor L/C Issuer or Swing Line Lender hereunder (which successor shall in all cases be a Lender other than a Defaulting Lender), (a) such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring L/C Issuer or Swing Line Lender, as applicable, (b) the retiring L/C Issuer and Swing Line Lender shall be discharged from all of their respective duties and obligations hereunder or under the other Loan Documents, and (c) the successor L/C Issuer shall issue letters of credit in substitution for the Letters of Credit, if any, outstanding at the time of such succession or make other arrangements satisfactory to Texas Capital Bank to effectively assume the obligations of Texas Capital Bank with respect to such Letters of Credit.

**Section 11.7 Non-Reliance on Administrative Agent and Other Lenders.** Each Lender, L/C Issuer, and Swing Line Lender expressly acknowledges that neither Administrative Agent nor any other Lender nor any Related Party thereto has made any representation or warranty to such Person and that no act by Administrative Agent or any other Lender hereafter taken, including any review of the affairs of Borrowers, shall be deemed to constitute any representation or warranty by Administrative Agent or any Lender to any other Lender. Each Lender, Swing Line Lender and L/C Issuer acknowledges

that it has, independently and without reliance upon Administrative Agent or any other Lender or any of their Related Parties and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each Lender, L/C Issuer, and Swing Line Lender also acknowledges that it will, independently and without reliance upon Administrative Agent or any other Lender or any of their Related Parties and based on such documents and information as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any other Loan Document or any related agreement or any document furnished hereunder or thereunder. Except for notices, reports and other documents expressly required to be furnished to the Lenders or Swing Line Lender by Administrative Agent hereunder, Administrative Agent shall not have any duty or responsibility to provide any Lender or Swing Line Lender with any credit or other information concerning the business, operations, property, condition (financial or otherwise), or creditworthiness of Borrowers or the value of the Collateral or other Properties of Borrowers or any other Person which may come into the possession of Administrative Agent or any of its officers, directors, employees, agents, attorneys-in-fact or Affiliates.

**Section 11.8 Administrative Agent May File Proofs of Claim.** In case of the pendency of any proceeding under any Debtor Relief Law or any other judicial proceeding relative to any Obligated Party, Administrative Agent (irrespective of whether the principal of any Loan shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether Administrative Agent shall have made any demand on Borrowers) shall be entitled and empowered (but not obligated) by intervention in such proceeding or otherwise:

(a) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans, L/C Obligations and all other Obligations under the Loan Documents that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of Lenders, L/C Issuer, Swing Line Lender, and Administrative Agent (including any claim for the reasonable compensation, expenses, disbursements and advances of Lenders, L/C Issuer, Swing Line Lender, and Administrative Agent and their respective agents and counsel and all other amounts due Lenders, L/C Issuer, Swing Line Lender, and Administrative Agent under *Section 12.1* or *Section 12.2*) allowed in such judicial proceeding; and

(b) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same;

and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Lender, L/C Issuer and Swing Line Lender to make such payments to Administrative Agent and, in the event that Administrative Agent shall consent to the making of such payments directly to Lenders, L/C Issuer, and Swing Line Lender, as applicable, to pay to Administrative Agent any amount due for the reasonable compensation, expenses, disbursements and advances of Administrative Agent and its agents and counsel, and any other amounts due Administrative Agent under *Section 12.1* or *Section 12.2*.

**Section 11.9 Collateral and Guaranty Matters.**

(a) The Secured Parties irrevocably authorize Administrative Agent, at its option and in its discretion:

(i) to release any Lien on any property granted to or held by Administrative Agent under any Loan Document (x) upon termination of all Commitments and payment in full of all Obligations (other than (A) contingent indemnification obligations and (B) obligations and liabilities under Bank Product Agreements as to which arrangements

satisfactory to the applicable Bank Product Provider shall have been made) and the expiration or termination of all Letters of Credit (other than Letters of Credit as to which other arrangements satisfactory to Administrative Agent and L/C Issuer shall have been made), (y) that is sold or otherwise disposed of or to be sold or otherwise disposed of as part of or in connection with any sale or other disposition permitted under the Loan Documents, or (z) if approved, authorized or ratified in writing by Required Lenders or all Lenders, as applicable, under **Section 12.10**;

(ii) to subordinate any Lien on any property granted to or held by Administrative Agent under any Loan Document to the holder of any Lien on such property that is permitted by **Section 8.2**; and

(iii) to release any Guarantor from its obligations under the Guaranty if such Person ceases to be a Subsidiary as a result of a transaction permitted under the Loan Documents.

Upon request by Administrative Agent at any time, Required Lenders will confirm in writing Administrative Agent's authority to release or subordinate its interest in particular types or items of property, or to release any Guarantor from its obligations under the Guaranty pursuant to this **Section 11.9**.

(b) Administrative Agent shall not be responsible for or have a duty to ascertain or inquire into any representation or warranty regarding the existence, value or collectability of the Collateral, the existence, priority or perfection of Administrative Agent's Lien thereon, or any certificate prepared by any Obligated Party in connection therewith, nor shall Administrative Agent be responsible or liable to Lenders for any failure to monitor or maintain any portion of the Collateral.

**Section 11.10 Bank Product Agreements.** From and after the First Amendment Effective Date, the Borrowers shall not enter into any Bank Product Agreement without the prior written consent of the Administrative Agent and the Required Lenders (such consent not to be unreasonably withheld, conditioned or delayed); provided that no such approval shall be required in connection with the migration of the Obligated Parties' lockbox and related cash management services to PNC Bank or an Affiliate thereof. No Bank Product Provider who obtains the benefits of **Section 10.3**, any Guaranty Agreements or any Collateral by virtue of the provisions hereof or of any Guaranty Agreement or any Security Document shall have any right to notice of any action or to consent to, direct or object to any action hereunder or under any other Loan Document or otherwise in respect of the Collateral (including the release or impairment of any Collateral) (or to notice of or to consent to any amendment, waiver or modification of the provisions hereof or of the Guaranty or any Security Document) other than in its capacity as a Lender and, in such case, only to the extent expressly provided in the Loan Documents. Notwithstanding any other provision of this **Article 11** to the contrary, Administrative Agent shall not be required to verify the payment of, or that other satisfactory arrangements have been made with respect to, Bank Product Obligations unless Administrative Agent has received written notice of such Bank Product Obligations, together with such supporting documentation as Administrative Agent may request, from the applicable Bank Product Provider. Administrative Agent shall not be required to verify the payment of, or that other satisfactory arrangements have been made with respect to, Bank Product Obligations arising under Bank Product Agreements upon termination of all Commitments and payment in full of all Obligations under the Loan Documents (other than contingent indemnification obligations) and the expiration or termination of all Letters of Credit (other than Letters of Credit as to which other arrangements satisfactory to Administrative Agent and L/C Issuer shall have been made).

## ARTICLE 12

### MISCELLANEOUS

#### Section 12.1 Expenses.

(a) Borrowers hereby agree to pay on demand: (i) all costs and documented expenses of Administrative Agent, L/C Issuer, Swing Line Lender and their Related Parties in connection with the preparation, negotiation, execution, and delivery of this Agreement and the other Loan Documents and any and all amendments, modifications, renewals, extensions, supplements, waivers, consents and ratifications thereof and thereto, including, without limitation, the reasonable fees and documented expenses of legal counsel, advisors, consultants, and auditors for Administrative Agent, L/C Issuer, Swing Line Lender and their Related Parties; (ii) all costs and expenses of Administrative Agent, L/C Issuer, Swing Line Lender and each Lender in connection with any Default and the enforcement of this Agreement or any other Loan Document, including, without limitation, court costs and fees and documented expenses of legal counsel, advisors, consultants, and auditors for Administrative Agent, L/C Issuer, Swing Line Lender and each Lender; (iii) all costs and documented expenses incurred by L/C Issuer in connection with the issuance, amendment, renewal or extension of any Letter of Credit or any demand for payment thereunder; (iv) all transfer, stamp, documentary, or other similar taxes, assessments, or charges levied by any Governmental Authority in respect of this Agreement or any of the other Loan Documents; (v) all costs, documented expenses, assessments, and other charges incurred in connection with any filing, registration, recording, or perfection of any Lien contemplated by this Agreement or any other Loan Document; and (vi) all other costs and expenses incurred by Administrative Agent, L/C Issuer, Swing Line Lender and any Lender in connection with this Agreement or any other Loan Document, any litigation, dispute, suit, proceeding or action, the enforcement of its rights and remedies, and the protection of its interests in bankruptcy, insolvency or other legal proceedings, including, without limitation, all costs, expenses, and other charges (including Administrative Agent's and such Lender's, L/C Issuer's, and Swing Line Lender's internal charges) incurred in connection with evaluating, observing, collecting, examining, auditing, appraising, selling, liquidating, or otherwise disposing of the Collateral or other assets of Borrowers. Borrowers shall be responsible for all expenses described in this *clause (a)* whether or not any Credit Extension is ever made. Any amount to be paid under this *Section 12.1* shall be a demand obligation owing by Borrowers and if not paid within thirty (30) days of written demand shall bear interest, to the extent not prohibited by and no in violation of applicable Law, from the date of expenditure until paid at a rate per annum equal to the Default Interest Rate. The obligations of Borrowers under this *Section 12.1* shall survive payment of the Notes and other obligations hereunder and the assignment of any right hereunder.

(b) To the extent that Borrowers for any reason fails to indefeasibly pay any amount required under *Section 12.1(a)* or *Section 12.2* to be paid by it to Administrative Agent, L/C Issuer, or Swing Line Lender (or any sub-agent thereof) or any Related Party of Administrative Agent, L/C Issuer, or Swing Line Lender (or any sub-agent thereof), each Lender severally agrees to pay to Administrative Agent, L/C Issuer, or Swing Line Lender (or any such sub-agent) or such Related Party, as the case may be, such Lender's pro rata share (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought based each Lender's share of the Total Credit Exposure at such time) of such unpaid amount (including any such unpaid amount in respect of a claim asserted by such Lender); *provided* that the unreimbursed expense or indemnified loss, claim, damage, liability or related expense, as the case may be, was incurred by or asserted against Administrative Agent, L/C Issuer, or Swing Line Lender (or any such sub-agent) or against any Related Party of Administrative Agent, L/C Issuer, or Swing Line Lender

(or any sub-agent thereof) acting for Administrative Agent, L/C Issuer, or Swing Line Lender (or any such sub-agent) in connection with such capacity. EACH LENDER ACKNOWLEDGES THAT SUCH PAYMENTS MAY BE IN RESPECT OF LOSSES, CLAIMS, DAMAGES, LIABILITIES OR RELATED EXPENSES ARISING OUT OF OR RESULTING FROM THE SOLE, CONTRIBUTORY, COMPARATIVE, CONCURRENT OR ORDINARY NEGLIGENCE OF THE PERSON (OR THE REPRESENTATIVES OF THE PERSON) TO WHOM SUCH PAYMENTS ARE TO BE MADE.

**Section 12.2 INDEMNIFICATION.** BORROWERS SHALL INDEMNIFY ADMINISTRATIVE AGENT, L/C ISSUER, SWING LINE LENDER, EACH LENDER AND EACH RELATED PARTY THEREOF FROM, AND HOLD EACH OF THEM HARMLESS AGAINST, ANY AND ALL LOSSES, LIABILITIES, CLAIMS, DAMAGES, PENALTIES, JUDGMENTS, DISBURSEMENTS, COSTS, AND DOCUMENTED EXPENSES (INCLUDING ATTORNEYS' FEES) TO WHICH ANY OF THEM MAY BECOME SUBJECT WHICH DIRECTLY OR INDIRECTLY ARISE FROM OR RELATE TO (A) THE NEGOTIATION, EXECUTION, DELIVERY, PERFORMANCE, ADMINISTRATION, OR ENFORCEMENT OF ANY OF THE LOAN DOCUMENTS, (B) ANY OF THE TRANSACTIONS CONTEMPLATED BY THE LOAN DOCUMENTS, (C) ANY BREACH BY ANY BORROWER OF ANY REPRESENTATION, WARRANTY, COVENANT, OR OTHER AGREEMENT CONTAINED IN ANY OF THE LOAN DOCUMENTS, (D) THE PRESENCE, RELEASE, THREATENED RELEASE, DISPOSAL, REMOVAL, OR CLEANUP OF ANY HAZARDOUS MATERIAL LOCATED ON, ABOUT, WITHIN, OR AFFECTING ANY OF THE PROPERTIES OR ASSETS OF BORROWERS OR ANY OF ITS SUBSIDIARIES OR ANY OTHER OBLIGATED PARTY, (E) ANY LOAN OR LETTER OF CREDIT OR USE OR PROPOSED USE OF THE PROCEEDS THEREFROM (INCLUDING ANY REFUSAL BY THE L/C ISSUER TO HONOR A DEMAND FOR PAYMENT UNDER A LETTER OF CREDIT IF THE DOCUMENTS PRESENTED IN CONNECTION WITH SUCH DEMAND DO NOT STRICTLY COMPLY WITH THE TERMS OF SUCH LETTER OF CREDIT) OR (F) ANY INVESTIGATION, LITIGATION, OR OTHER PROCEEDING, INCLUDING, WITHOUT LIMITATION, ANY THREATENED INVESTIGATION, LITIGATION, OR OTHER PROCEEDING, RELATING TO ANY OF THE FOREGOING WITHOUT LIMITING ANY PROVISION OF THIS AGREEMENT OR OF ANY OTHER LOAN DOCUMENT, **IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO THAT EACH PERSON TO BE INDEMNIFIED UNDER THIS SECTION SHALL BE INDEMNIFIED FROM AND HELD HARMLESS AGAINST ANY AND ALL LOSSES, LIABILITIES, CLAIMS, DAMAGES, PENALTIES, JUDGMENTS, DISBURSEMENTS, COSTS, AND EXPENSES (INCLUDING ATTORNEYS' FEES) ARISING OUT OF OR RESULTING FROM THE SOLE, CONTRIBUTORY, COMPARATIVE, CONCURRENT OR ORDINARY NEGLIGENCE (BUT NOT THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT) OF SUCH PERSON (OR THE REPRESENTATIVES OF SUCH PERSON).** Any amount to be paid under this *Section 12.2* shall be a demand obligation owing by Borrowers and if not paid within thirty (30) days of demand shall bear interest, to the extent not prohibited by and not in violation of applicable Law, from the date of expenditure until paid at a rate per annum equal to the Default Interest Rate. The obligations of Borrowers under this *Section 12.2* shall survive payment of the Notes and other obligations hereunder and the assignment of any right hereunder.

**Section 12.3 Limitation of Liability.** None of Administrative Agent, L/C Issuer, Swing Line Lender, or any Lender, or any Affiliate, officer, director, employee, attorney, or agent of any of the foregoing, shall have any liability with respect to, and Borrowers hereby waive, release, and agree not to sue any of them upon, any claim for any special, indirect, incidental, or consequential damages suffered or incurred by Borrowers or any other Obligated Party in connection with, arising out of, or in any way related to, this Agreement or any of the other Loan Documents, or any of the transactions contemplated by this Agreement or any of the other Loan Documents. Borrowers hereby waive, release, and agree not

to sue Administrative Agent, L/C Issuer, Swing Line Lender, or any Lender, or any Affiliates, officers, directors, employees, attorneys, or agents of any of the foregoing for punitive damages in respect of any claim in connection with, arising out of, or in any way related to, this Agreement or any of the other Loan Documents, or any of the transactions contemplated by this Agreement or any of the other Loan Documents.

Section 12.4 **No Duty.** All attorneys, accountants, appraisers, and other professional Persons and consultants retained by Administrative Agent, any Lender, L/C Issuer, or Swing Line Lender shall have the right to act exclusively in the interest of Administrative Agent or such Lender, L/C Issuer, or Swing Line Lender and shall have no duty of disclosure, duty of loyalty, duty of care, or other duty or obligation of any type or nature whatsoever to Borrowers or any of Borrowers' equity holders, Affiliates, officers, employees, attorneys, agents, or any other Person.

Section 12.5 **Lenders Not Fiduciary.** The relationship between Borrowers and Administrative Agent, Arrangers and each Lender, L/C Issuer, and Swing Line Lender is solely that of debtor and creditor, and none of Administrative Agent, Arrangers, any Lender, L/C Issuer, or Swing Line Lender has any fiduciary or other special relationship with Borrowers, and no term or condition of any of the Loan Documents shall be construed so as to deem the relationship between Borrowers and Administrative Agent, Arrangers and each Lender, L/C Issuer, and Swing Line Lender to be other than that of debtor and creditor.

Section 12.6 **Equitable Relief.** Borrowers recognize that in the event Borrowers fail to pay, perform, observe, or discharge any or all of the Obligations, any remedy at law may prove to be inadequate relief to Administrative Agent or Lenders, L/C Issuer, or Swing Line Lender. Borrowers therefore agrees that Administrative Agent, any Lender, L/C Issuer, or Swing Line Lender, if Administrative Agent or such Lender, L/C Issuer, or Swing Line Lender so requests, shall be entitled to temporary and permanent injunctive relief in any such case without the necessity of proving actual damages.

Section 12.7 **No Waiver; Cumulative Remedies.** No failure on the part of Administrative Agent, any Lender, L/C Issuer, or Swing Line Lender to exercise and no delay in exercising, and no course of dealing with respect to, any right, remedy, power, or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege. The rights and remedies provided for in this Agreement and the other Loan Documents are cumulative and not exclusive of any rights and remedies provided by law.

Notwithstanding anything to the contrary contained herein or in any other Loan Document, the authority to enforce rights and remedies hereunder and under the other Loan Documents against the Obligated Parties or any of them shall be vested exclusively in, and all actions and proceedings at law in connection with such enforcement shall be instituted and maintained exclusively by, Administrative Agent in accordance with **Section 10.2** for the benefit of all the Lenders; *provided, however*, that the foregoing shall not prohibit (a) Administrative Agent from exercising on its own behalf the rights and remedies that inure to its benefit (solely in its capacity as Administrative Agent) hereunder and under the other Loan Documents, (b) Swing Line Lender from exercising the rights and remedies that inure to its benefit (solely in its capacity as Swing Line Lender) hereunder and under the other Loan Documents, (c) any Lender from exercising setoff rights in accordance with **Section 4.2** (subject to the terms of **Section 12.23**), or (d) any Lender from filing proofs of claim or appearing and filing pleadings on its own behalf during the pendency of a proceeding relative to any Obligated Party under any Debtor Relief Law; and *provided, further*, that if at any time there is no Person acting as Administrative Agent hereunder and under the other Loan Documents, then (i) the Required Lenders shall have the rights otherwise ascribed to Administrative Agent pursuant to **Section 10.2** and (ii) in addition to the matters set forth in clauses (b),

(c) and (d) of the preceding proviso and subject to **Section 12.23**, any Lender may, with the consent of the Required Lenders, enforce any rights and remedies available to it and as authorized by the Required Lenders.

#### Section 12.8 Successors and Assigns.

(a) **Successors and Assigns Generally.** The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that Borrowers may not assign or transfer any of their rights, duties, or obligations under this Agreement or the other Loan Documents without the prior written consent of Administrative Agent and each Lender, and no Lender may assign or otherwise transfer any of its rights or obligations hereunder except (i) to an assignee in accordance with the provisions of **Section 12.8(b)**, (ii) by way of participation in accordance with the provisions of **Section 12.8(d)**, or (iii) by way of pledge or assignment of a security interest subject to the restrictions of **Section 12.8(e)** (and any other attempted assignment or transfer by any party hereto shall be null and void). Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby, Participants to the extent provided in **Section 12.8(d)** and, to the extent expressly contemplated hereby, the Related Parties of each of Administrative Agent and Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) **Assignments by Lenders.** Any Lender may at any time assign to one or more assignees all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitment(s) and the Loans at the time owing to it); *provided* that any such assignment shall be subject to the following conditions:

(i) **Minimum Amounts.** (A) in the case of an assignment of the entire remaining amount of the assigning Lender's Commitment(s) and/or the Loans at the time owing to it or contemporaneous assignments to related Approved Funds that equal at least the amount specified in **Section 12.8(b)(i)(B)** in the aggregate or in the case of an assignment to a Lender, an Affiliate of a Lender or an Approved Fund, no minimum amount need be assigned; and (B) in any case not described in **Section 12.8(b)(i)(A)**, the aggregate amount of the Commitment(s) (which for this purpose includes Loans outstanding hereunder) or, if the applicable Commitment is not then in effect, the Outstanding Amount of the Loans of the assigning Lender subject to each such assignment (determined as of the date the Assignment and Assumption with respect to such assignment is delivered to Administrative Agent or, if "Trade Date" is specified in the Assignment and Assumption, as of the Trade Date) shall not be less than \$5,000,000, in the case of any assignment in respect of the Revolving Credit Facility, or \$5,000,000, in the case of any assignment in respect of the Term Loan Facility, unless each of Administrative Agent and, so long as no Event of Default has occurred and is continuing, Borrower Representative otherwise consents (each such consent not to be unreasonably withheld or delayed).

(ii) **Proportionate Amounts.** Each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement with respect to the Loan or the Commitment(s) assigned, except that this *clause (ii)* shall not prohibit any Lender from assigning all or a portion of its rights and obligations among separate Facilities on a non-pro rata basis.

(iii) **Required Consents.** No consent shall be required for any assignment except to the extent required by **Section 12.8(b)(i)(B)** and, in addition: (A) the consent of

Borrower Representative (such consent not to be unreasonably withheld or delayed) shall be required unless (x) an Event of Default has occurred and is continuing at the time of such assignment, or (y) such assignment is to a Lender, an Affiliate of a Lender or an Approved Fund; *provided* that Borrower Representative shall be deemed to have consented to any such assignment unless it shall object thereto by written notice to Administrative Agent within five (5) Business Days after having received notice thereof; (B) the consent of Administrative Agent (such consent not to be unreasonably withheld or delayed) shall be required for assignments in respect of (1) any Revolving Credit Commitment or Revolving Credit Loans if such assignment is to a Person that is not a Lender with a Revolving Credit Commitment, an Affiliate of such Lender or an Approved Fund with respect to such Lender, or (2) any Term Loan to a Person who is not a Lender, an Affiliate of a Lender or an Approved Fund and (C) the consent of L/C Issuer and Swing Line Lender shall be required for any assignment in respect of the Revolving Credit Facility.

(iv) **Assignment and Assumption.** The parties to each assignment shall execute and deliver to Administrative Agent an Assignment and Assumption, together with a processing and recordation fee of \$3,500; *provided* that Administrative Agent may, in its sole discretion, elect to waive such processing and recordation fee in the case of any assignment. The assignee, if it is not a Lender, shall deliver to Administrative Agent an Administrative Questionnaire.

(v) **No Assignment to Certain Persons.** No such assignment shall be made to (A) any Borrower, or any Borrower's Affiliates or Subsidiaries or any other Obligated Party or (B) any Defaulting Lender or any of its Affiliates, or any Person who, upon becoming a Lender hereunder, would constitute any of the foregoing persons described in this *clause (B)*.

(vi) **No Assignment to Natural Persons.** No such assignment shall be made to a natural Person.

(vii) **Certain Additional Payments.** In connection with any assignment of rights and obligations of any Defaulting Lender hereunder, no such assignment shall be effective unless and until, in addition to the other conditions thereto set forth herein, the parties to such assignment shall make such additional payments to Administrative Agent in an aggregate amount sufficient, upon distribution thereof as appropriate (which may be outright payment, purchases by the assignee of participations or subparticipations, or other compensating actions, including funding, with the consent of Borrower Representative and Administrative Agent, the applicable pro rata share of Loans previously requested but not funded by such Defaulting Lender, to each of which the applicable assignee and assignor hereby irrevocably consent), to: (A) pay and satisfy in full all payment liabilities then owed by such Defaulting Lender to Administrative Agent or any Lender hereunder (and interest accrued thereon) and (B) acquire (and fund as appropriate) its full pro rata share of all Loans in accordance with its Applicable Percentage. Notwithstanding the foregoing, in the event that any assignment of rights and obligations of any Defaulting Lender hereunder shall become effective under applicable law without compliance with the provisions of this paragraph, then the assignee of such interest shall be deemed to be a Defaulting Lender for all purposes of this Agreement until such compliance occurs.

Subject to acceptance and recording thereof by Administrative Agent pursuant to **Section 12.8(c)**, from and after the effective date specified in each Assignment and Assumption,



the assignee thereunder shall be a party to this Agreement and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto) but shall continue to be entitled to the benefits of **Section 12.1** and **Section 12.2** with respect to facts and circumstances occurring prior to the effective date of such assignment; *provided* that, except to the extent otherwise expressly agreed by the affected parties, no assignment by a Defaulting Lender will constitute a waiver or release of any party hereunder arising from that Lenders' having been a Defaulting Lender. Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this *subsection* shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with **Section 12.8(d)**. Upon the consummation of any assignment pursuant to this **Section 12.8(b)**, if requested by the transferor or transferee Lender, the transferor Lender, Administrative Agent and Borrower Representative shall make appropriate arrangements so that replacement Notes are issued to such transferor Lender (if applicable) and new Notes or, as appropriate, replacement Notes, are issued to the assignee.

(c) **Register.** Administrative Agent, acting solely for this purpose as an agent of Borrowers, shall maintain at one of its offices in Dallas, Texas a copy of each Assignment and Assumption delivered to it and a Register. The entries in the Register shall be conclusive absent manifest error, and Borrowers, Administrative Agent and Lenders shall treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement. The Register shall be available for inspection by Borrower Representative and any Lender, at any reasonable time and from time to time upon reasonable prior notice.

(d) **Participations.** Any Lender may at any time, without the consent of, or notice to, Borrowers or Administrative Agent, sell participations to a Participant in all or a portion of such Lender's rights and/or obligations under this Agreement (including all or a portion of its Commitment and/or the Loans owing to it); *provided* that (i) such Lender's obligations under this Agreement shall remain unchanged, (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations, and (iii) Borrowers, Administrative Agent, and Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. For the avoidance of doubt, each Lender shall be responsible for the indemnity under **Section 12.1(b)** without regard to the existence of any participation.

Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; *provided* that such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any amendment, modification or waiver described in **Section 12.10** which requires the consent of all Lenders and affects such Participant. Borrowers agree that each Participant shall be entitled to the benefits of **Sections 3.1, 3.5** and **3.4** (subject to the requirements and limitations therein, including the requirements under **Section 3.4(g)** (it being understood that the documentation required under **Section 3.4(g)** shall be delivered to the participating Lender)) to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to paragraph (b) of this Section; *provided* that such Participant (A) agrees to be subject to the provisions of **Section 3.6** as if it were an assignee under paragraph (b) of this

Section; and (B) shall not be entitled to receive any greater payment under *Sections 3.1* or *3.4*, with respect to any participation, than its participating Lender would have been entitled to receive, except to the extent such entitlement to receive a greater payment results from a Change in Law that occurs after the Participant acquired the applicable participation. Each Lender that sells a participation agrees, at Borrower Representative's request and expense, to use reasonable efforts to cooperate with Borrowers to effectuate the provisions of *Section 3.6* with respect to any Participant. To the extent permitted by law, each Participant also shall be entitled to the benefits of *Section 4.2* as though it were a Lender; *provided* that such Participant agrees to pay to Administrative Agent any amount set-off for application to the Obligations under the Loan Documents as required pursuant to *Section 4.2*; *provided further* that such Participant agrees to be subject to *Section 12.23* as though it were a Lender. Each Lender that sells a participation shall, acting solely for this purpose as a non-fiduciary agent of Borrowers, maintain a Participant Register; *provided* that no Lender shall have any obligation to disclose all or any portion of the Participant Register to any Person (including the identity of any Participant or any information relating to a Participant's interest in any commitments, loans, letters of credit or its other obligations under any Loan Document) except to the extent that such disclosure is necessary to establish that such commitment, loan, letter of credit or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary. For the avoidance of doubt, Administrative Agent (in its capacity as Administrative Agent) shall have no responsibility for maintaining a Participant Register.

(e) **Certain Pledges.** Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank; *provided* that no such pledge or assignment shall release such Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

(f) **Dissemination of Information.** Subject to the terms and conditions of *Section 12.25*, Borrowers and each other Obligated Party authorizes Administrative Agent and each Lender to disclose to any actual or prospective purchaser, assignee or other recipient of a Lender's Commitment, any and all information in Administrative Agent's or such Lender's possession concerning Borrowers, the other Obligated Parties and their respective Affiliates.

**Section 12.9 Survival.** All representations and warranties made in this Agreement or any other Loan Document or in any document, statement, or certificate furnished in connection with this Agreement shall survive the execution and delivery of this Agreement and the other Loan Documents, and no investigation by Administrative Agent or any Lender or any closing shall affect the representations and warranties or the right of Administrative Agent or any Lender to rely upon them. Without prejudice to the survival of any other obligation of Borrowers hereunder, the obligations of Borrowers under *Sections 12.1* and *12.2* shall survive repayment of the Obligations and termination of the Commitments.

**Section 12.10 Amendment.** The provisions of this Agreement and the other Loan Documents to which Borrowers or any Obligated Party is a party (other than the Issuer Documents) may be amended or waived only by an instrument in writing signed by Required Lenders (or by Administrative Agent with the consent of Required Lenders) and Borrowers or other Obligated Party, as applicable, and acknowledged by Administrative Agent; *provided, however*, that no such amendment or waiver shall:

(a) waive any condition set forth in *Section 5.1* (other than *Sections 5.1(p)* and *(s)*), without the written consent of each Lender;

(b) extend or increase any Commitment of any Lender (or reinstate any Commitment terminated pursuant to **Section 10.2**) without the written consent of such Lender;

(c) postpone any date fixed by this Agreement or any other Loan Document for any payment (excluding mandatory prepayment) of principal, interest, fees or other amounts due to Lenders (or any of them) hereunder or under any other Loan Document without the written consent of each Lender directly affected thereby;

(d) reduce the principal of, or the rate of interest specified herein on, any Loan, or any fees or other amounts payable hereunder or under any other Loan Document without the written consent of each Lender directly affected thereby; *provided, however*, that only the consent of Required Lenders shall be necessary to adjust the Default Interest Rate or to waive any obligation of Borrowers to pay interest at such rate;

(e) change any provision of this **Section 12.10** or the definition of “*Required Lenders*” or “*Required Revolving Credit Lenders*” or any other provision hereof specifying the number or percentage of Lenders required to amend, waive or otherwise modify any rights hereunder or make any determination or grant any consent hereunder, without the written consent of each Lender (or each Revolving Credit Lender, in the case of a change in the definition of Required Revolving Credit Lenders);

(f) change **Section 10.3** in a manner that would alter the pro rata sharing of payments required thereby without the written consent of each Lender; or

(g) release any material Guaranty or all or substantially all of the Collateral (in each case, except as provided herein) without the written consent of each Lender;

and, *provided further*, that that (i) no amendment, waiver or consent shall, unless in writing and signed by the L/C Issuer in addition to the Lenders required above, affect the rights or duties of the L/C Issuer under this Agreement or any Issuer Document relating to any Letter of Credit issued or to be issued by it; (ii) no amendment, waiver or consent shall, unless in writing and signed by the Swing Line Lender in addition to the Lenders required above, affect the rights or duties of the Swing Line Lender under this Agreement; (iii) no amendment, waiver or consent shall, unless in writing and signed by Administrative Agent in addition to Lenders required above, affect the rights or duties of Administrative Agent under this Agreement or any other Loan Document and (iv) the Fee Letter may be amended, or rights or privileges thereunder waived, in a writing executed only by the parties thereto.

Notwithstanding anything to the contrary herein, no Defaulting Lender shall have any right to approve or disapprove any amendment, waiver or consent hereunder, except that (and any amendment, waiver or consent which by its terms requires the consent of all Lenders or each affected Lender may be effected with the consent of the applicable Lenders other than Defaulting Lenders), except that (x) the Commitment(s) of any Defaulting Lender may not be increased or extended without the consent of such Lender; and (y) any waiver, amendment or modification requiring the consent of all Lenders or each affected Lender that by its terms affects any Defaulting Lender disproportionately adversely relative to other affected Lenders shall require the consent of such Defaulting Lender.

#### Section 12.11 **Notices.**

(a) **Notices Generally.** Except in the case of notices and other communications expressly permitted to be given by telephone (and except as provided in **Section 12.11(b)**), all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by facsimile as

set forth on **Schedule 12.11**. Notices sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received. Notices sent by facsimile shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next business day for the recipient). Notices delivered through electronic communications, to the extent provided in **Section 12.11(b)** shall be effective as provided in **Section 12.11(b)**.

(b) **Electronic Communications.** Notices and other communications to Lenders and hereunder may be delivered or furnished by electronic communication (including e-mail and Internet or intranet websites) pursuant to procedures approved by Administrative Agent, *provided* that the foregoing shall not apply to notices to any Lender pursuant to **Article 2** if such Lender has notified Administrative Agent that it is incapable of receiving notices under **Article 2** by electronic communication. Administrative Agent or Borrower Representative may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it; *provided* that approval of such procedures may be limited to particular notices or communications.

Unless Administrative Agent otherwise prescribes, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient, at its e-mail address as described in the foregoing **clause (i)**, of notification that such notice or communication is available and identifying the website address therefor; *provided* that, for both **clauses (i)** and **(ii)** above, if such facsimile, email or other electronic communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next business day for the recipient.

(c) **Change of Address, etc.** Any party hereto may change its address or facsimile number for notices and other communications hereunder by notice to the other parties hereto, **Schedule 12.11** shall be deemed to be amended by each such change, and Administrative Agent is authorized, in its discretion, from time to time to reflect each such change in an amended **Schedule 12.11** provided by Administrative Agent to each party hereto.

(d) **Platform.**

(i) Borrowers agree that Administrative Agent may, but shall not be obligated to, make the Communications available to the Lenders, L/C Issuer or Swing Line Lender by posting the Communications on the Platform.

(ii) The Platform is provided "as is" and "as available." The Agent Parties (as defined below) do not warrant the adequacy of the Platform and expressly disclaim liability for errors or omissions in the Communications. No warranty of any kind, express, implied or statutory, including, without limitation, any warranty of merchantability, fitness for a particular purpose, non-infringement of third-party rights or freedom from viruses or other code defects, is made by any Agent Party in connection with the Communications or the Platform. In no event shall the Agent Parties have any liability to Borrowers, any Lender or any other Person or entity for damages of any kind, including, without limitation, direct or indirect, special, incidental or consequential damages, losses or expenses (whether in tort, contract or otherwise) arising out of

Borrowers' or Administrative Agent's transmission of communications through the Platform.

(iii) Each Borrower and each other Obligated Party (by its, his or her execution of a Loan Document) hereby authorizes Administrative Agent, each Lender, Swing Line Lender and their respective counsel and agents to communicate and transfer documents and other information (including confidential information) concerning this transaction or any Borrower or any other Obligated Party and the business affairs of such Borrower and such other Obligated Parties via the Internet or other electronic communication without regard to the lack of security of such communications.

#### Section 12.12 **Governing Law; Venue; Service of Process.**

(a) **Governing Law.** This Agreement and the other Loan Documents and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement or any other Loan Document (except, as to any other Loan Document, as expressly set forth therein) and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of Texas (without reference to applicable rules of conflicts of Laws), except to the extent the Laws of any jurisdiction where Collateral is located require application of such Laws with respect to such Collateral.

(b) **Jurisdiction.** Each Borrower irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind or description, whether in law or equity, whether in contract or in tort or otherwise, against Administrative Agent, any Lender, L/C Issuer, Swing Line Lender or any Related Party of the foregoing in any way relating to this Agreement or any other Loan Document or the transactions relating hereto or thereto, in any forum other than the courts of the State of Texas sitting in Dallas County, and of the United States District Court of the Northern District of Texas, and any appellate court from any thereof, and each of the parties hereto irrevocably and unconditionally submits to the jurisdiction of such courts and agrees that all claims in respect of any such action, litigation or proceeding may be heard and determined in such Texas State court or, to the fullest extent permitted by applicable law, in such federal court. Each of the parties hereto agrees that a final judgment in any such action, litigation or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement or in any other Loan Document shall affect any right that Administrative Agent, any Lender, L/C Issuer or Swing Line Lender may otherwise have to bring any action or proceeding relating to this Agreement or any other Loan Document against any Borrower or its properties in the courts of any jurisdiction.

(c) **Waiver of Venue.** Each Borrower irrevocably and unconditionally waives, to the fullest extent permitted by applicable law, any objection that it may now or hereafter have to the laying of venue of any action or proceeding arising out of or relating to this Agreement or any other Loan Document in any court referred to in *paragraph (b)* of this *Section*. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(d) **Service of Process.** Each party hereto irrevocably consents to service of process in the manner provided for notices in *Section 12.11*. Nothing in this Agreement will affect the right of any party hereto to serve process in any other manner permitted by applicable law.

Section 12.13 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Except as provided in *Section 5.1*, this Agreement shall become effective when it shall have been executed by Administrative Agent and when Administrative Agent shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging means (e.g. “pdf” or “tif”) shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 12.14 **Severability.** Any provision of this Agreement or any other Loan Document 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 held to be invalid or illegal. Furthermore, in lieu of such invalid or unenforceable provision there shall be added as a part of this Agreement or the other Loan Documents a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

Section 12.15 **Headings.** The headings, captions, and arrangements used in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

Section 12.16 **Construction.** Borrowers, Administrative Agent and each Lender acknowledge that each of them has had the benefit of legal counsel of its own choice and has been afforded an opportunity to review this Agreement and the other Loan Documents with its legal counsel and that this Agreement and the other Loan Documents shall be construed as if jointly drafted by Borrowers, Administrative Agent and each Lender.

Section 12.17 **Independence of Covenants.** All covenants hereunder shall be given independent effect so that if a particular action or condition is not permitted by any of such covenants, the fact that it would be permitted by an exception to, or be otherwise within the limitations of, another covenant shall not avoid the occurrence of a Default if such action is taken or such condition exists.

Section 12.18 **WAIVER OF JURY TRIAL.** EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 12.18.

Section 12.19 **Additional Interest Provision.** It is expressly stipulated and agreed to be the intent of Borrowers, Administrative Agent and each Lender at all times to comply strictly with the applicable law governing the maximum rate or amount of interest payable on the indebtedness evidenced by any Note, any Loan Document, and the Related Indebtedness (or applicable United States federal law to the extent that it permits any Lender to contract for, charge, take, reserve or receive a greater amount of interest than under applicable law). If the applicable law is ever judicially interpreted so as to render usurious any amount (a) contracted for, charged, taken, reserved or received pursuant to any Note, any of the other Loan Documents or any other communication or writing by or between Borrowers and any

Lender related to the transaction or transactions that are the subject matter of the Loan Documents, (b) contracted for, charged, taken, reserved or received by reason of Administrative Agent's or any Lender's exercise of the option to accelerate the maturity of any Note and/or the Related Indebtedness, or (c) Borrowers will have paid or Administrative Agent or any Lender will have received by reason of any voluntary prepayment by Borrowers of any Note and/or the Related Indebtedness, then it is Borrowers', Administrative Agent's and Lenders' express intent that all amounts charged in excess of the Maximum Rate shall be automatically canceled, ab initio, and all amounts in excess of the Maximum Rate theretofore collected by Administrative Agent or any Lender shall be credited on the principal balance of any Note and/or the Related Indebtedness (or, if any Note and all Related Indebtedness have been or would thereby be paid in full, refunded to Borrowers), and the provisions of any Note and the other Loan Documents shall immediately be deemed reformed and the amounts thereafter collectible hereunder and thereunder reduced, without the necessity of the execution of any new document, so as to comply with the applicable law, but so as to permit the recovery of the fullest amount otherwise called for hereunder and thereunder; *provided, however*, if any Note or Related Indebtedness has been paid in full before the end of the stated term thereof, then Borrowers, Administrative Agent and each Lender agree that Administrative Agent or any Lender, as applicable, shall, with reasonable promptness after Administrative Agent or such Lender discovers or is advised by Borrower Representative that interest was received in an amount in excess of the Maximum Rate, either refund such excess interest to Borrowers and/or credit such excess interest against such Note and/or any Related Indebtedness then owing by Borrowers to Administrative Agent or such Lender. Borrowers hereby agree that as a condition precedent to any claim seeking usury penalties against Administrative Agent or such Lender, Borrower Representative will provide written notice to Administrative Agent or any Lender, advising Administrative Agent or such Lender in reasonable detail of the nature and amount of the violation, and Administrative Agent or such Lender shall have sixty (60) days after receipt of such notice in which to correct such usury violation, if any, by either refunding such excess interest to Borrowers or crediting such excess interest against the Note to which the alleged violation relates and/or the Related Indebtedness then owing by Borrowers to Administrative Agent or such Lender. All sums contracted for, charged, taken, reserved or received by Administrative Agent or any Lender for the use, forbearance or detention of any debt evidenced by any Note and/or the Related Indebtedness shall, to the extent permitted by applicable law, be amortized or spread, using the actuarial method, throughout the stated term of such Note and/or the Related Indebtedness (including any and all renewal and extension periods) until payment in full so that the rate or amount of interest on account of any Note and/or the Related Indebtedness does not exceed the Maximum Rate from time to time in effect and applicable to such Note and/or the Related Indebtedness for so long as debt is outstanding. In no event shall the provisions of Chapter 346 of the Texas Finance Code (which regulates certain revolving credit loan accounts and revolving triparty accounts) apply to the Notes and/or any of the Related Indebtedness. Notwithstanding anything to the contrary contained herein or in any of the other Loan Documents, it is not the intention of Administrative Agent or any Lender to accelerate the maturity of any interest that has not accrued at the time of such acceleration or to collect unearned interest at the time of such acceleration.

**Section 12.20 Ceiling Election.** To the extent that any Lender is relying on Chapter 303 of the Texas Finance Code to determine the Maximum Rate payable on any Note and/or any other portion of the Obligations under the Loan Documents, such Lender will utilize the weekly ceiling from time to time in effect as provided in such Chapter 303. To the extent United States federal law permits any Lender to contract for, charge, take, receive or reserve a greater amount of interest than under Texas law, such Lender will rely on United States federal law instead of such Chapter 303 for the purpose of determining the Maximum Rate. Additionally, to the extent permitted by applicable law now or hereafter in effect, any Lender may, at its option and from time to time, utilize any other method of establishing the Maximum Rate under such Chapter 303 or under other applicable law by giving notice, if required, to Borrowers as provided by applicable law now or hereafter in effect.

**Section 12.21 USA Patriot Act Notice.** Administrative Agent and each Lender hereby notifies Borrowers that pursuant to the requirements of the Patriot Act, it is required to obtain, verify and record information that identifies each Borrower and each other Obligated Party, which information includes the name and address of each Borrower and each other Obligated Party and other information that will allow Administrative Agent and such Lender to identify each Borrower and each other Obligated Party in accordance with the Patriot Act. In addition, each Borrower agrees to (a) ensure that no Person who owns a controlling interest in or otherwise controls any Borrower or any Subsidiary of any Borrower is or shall be listed on the Specially Designated Nationals and Blocked Person List or other similar lists maintained by the OFAC, the Department of the Treasury or included in any Executive Order, (b) not to use or permit the use of proceeds of the Obligations to violate any of the foreign asset control regulations of the OFAC or any enabling statute or Executive Order relating thereto, and (c) comply, or cause its Subsidiaries to comply, with the applicable Laws.

**Section 12.22 Defaulting Lenders.**

(a) **Adjustments.** Notwithstanding anything to the contrary contained in this Agreement, if any Lender becomes a Defaulting Lender, then, until such time as that Lender is no longer a Defaulting Lender, to the extent permitted by applicable law:

(i) **Waivers and Amendments.** Such Defaulting Lender's right to approve or disapprove any amendment, waiver or consent with respect to this Agreement shall be restricted as set forth in the definitions of "*Required Lenders*" and "*Required Revolving Credit Lenders*" and in **Section 12.10**.

(ii) **Defaulting Lender Waterfall.** Any payment of principal, interest, fees or other amounts received by Administrative Agent for the account of such Defaulting Lender (whether voluntary or mandatory, at maturity, pursuant to **Article 10** or otherwise) or received by Administrative Agent from a Defaulting Lender shall be applied at such time or times as may be determined by Administrative Agent as follows: first, to the payment of any amounts owing by such Defaulting Lender to Administrative Agent hereunder; second, with respect to a Defaulting Lender that is a Revolving Credit Lender, to the payment on a pro rata basis of any amounts owing by such Defaulting Lender to L/C Issuer or Swing Line Lender hereunder; third, with respect to a Defaulting Lender that is a Revolving Credit Lender, to Cash Collateralize L/C Issuer's Fronting Exposure, if any, with respect to such Defaulting Lender in accordance with **Section 2.7**; fourth, with respect to a Defaulting Lender that is a Revolving Credit Lender, as Borrower Representative may request (so long as no Default or Event of Default exists), to the funding of any Revolving Credit Loan in respect of which such Defaulting Lender has failed to fund its portion thereof as required by this Agreement, as determined by Administrative Agent; fifth, with respect to a Defaulting Lender that is a Revolving Credit Lender, if so determined by Administrative Agent and Borrower Representative, to be held in a deposit account and released pro rata in order to (x) satisfy such Defaulting Lender's potential future funding obligations with respect to Revolving Credit Loans under this Agreement and (y) Cash Collateralize L/C Issuer's future Fronting Exposure, if any, with respect to such Defaulting Lender with respect to future Letters of Credit issued under this Agreement, in accordance with **Section 2.7**; sixth, to the payment of any amounts owing to Lenders, L/C Issuer or Swing Line Lender as a result of any judgment of a court of competent jurisdiction obtained by any Lender, L/C Issuer or Swing Line Lender against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement; seventh, so long as no Default or Event of Default exists, to the payment of any amounts owing to Borrowers as a result of any judgment of a court of competent jurisdiction obtained by any Borrower against



such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement; and eighth, to such Defaulting Lender or as otherwise directed by a court of competent jurisdiction; *provided* that, if (x) such payment is a payment of the principal amount of any Loans or L/C Borrowings in respect of which such Defaulting Lender has not fully funded its appropriate share, and (y) such Loans were made or the related Letters of Credit were issued at a time when the conditions set forth in **Section 5.2** were satisfied or waived, such payment shall be applied solely to pay the Loans of, and L/C Obligations owed to, all Non-Defaulting Lenders on a pro rata basis prior to being applied to the payment of any Loans of, or L/C Obligations owed to, such Defaulting Lender until such time as all Loans and funded and unfunded participations in L/C Obligations and Swing Line Loans are held by Lenders pro rata in accordance with the Commitments under the applicable Facility without giving effect to **Section 12.22(a)(iv)**. Any payments, prepayments or other amounts paid or payable to a Defaulting Lender that are applied (or held) to pay amounts owed by a Defaulting Lender or to post Cash Collateral pursuant to this **Section 12.22(a)(ii)** shall be deemed paid to and redirected by such Defaulting Lender, and each Lender irrevocably consents hereto.

(iii) **Certain Fees.**

(A) No Defaulting Lender shall be entitled to receive any fee payable under **Section 2.4(c)** for any period during which that Lender is a Defaulting Lender (and Borrowers shall not be required to pay any such fee that otherwise would have been required to have been paid to that Defaulting Lender).

(B) Each Defaulting Lender shall be entitled to receive Letter of Credit Fees for any period during which that Lender is a Defaulting Lender only to the extent allocable to its Applicable Percentage of the stated amount of Letters of Credit for which it has provided Cash Collateral pursuant to **Section 2.7**.

(C) With respect to any Letter of Credit Fee not required to be paid to any Defaulting Lender pursuant to **clause (A)** or **(B)** above, Borrowers shall (x) pay to each Non-Defaulting Lender that portion of any such fee otherwise payable to such Defaulting Lender with respect to such Defaulting Lender's participation in L/C Obligations or Swing Line Loans that has been reallocated to such Non-Defaulting Lender pursuant to **clause (iv)** below, (y) pay to L/C Issuer and Swing Line Lender, as applicable, the amount of any such fee otherwise payable to such Defaulting Lender to the extent allocable to such L/C Issuer's or Swing Line Lender's Fronting Exposure to such Defaulting Lender, and (z) not be required to pay the remaining amount of any such fee.

(iv) **Reallocation of Applicable Percentages to Reduce Fronting Exposure.** All or any part of such Defaulting Lender's participation in L/C Obligations and Swing Line Loans shall be reallocated among the Non-Defaulting Lenders in accordance with their respective Applicable Percentages (calculated without regard to such Defaulting Lender's Commitment) but only to the extent that (x) the conditions set forth in **Section 5.2** are satisfied at the time of such reallocation (and, unless Borrower Representative shall have otherwise notified Administrative Agent at such time, Borrowers shall be deemed to have represented and warranted that such conditions are satisfied at such time), and (y) such reallocation does not cause the aggregate Revolving Credit Exposure of any Non-Defaulting Lender to exceed such Non-Defaulting Lender's

Revolving Credit Commitment. No reallocation hereunder shall constitute a waiver or release of any claim of any party hereunder against a Defaulting Lender arising from that Lender having become a Defaulting Lender, including any claim of a Non-Defaulting Lender as a result of such Non-Defaulting Lender's increased exposure following such reallocation.

(v) **Cash Collateral, Repayment of Swing Line Loans.** If the reallocation described in *clause (a)(iv)* above cannot, or can only partially, be effected, Borrowers shall, without prejudice to any right or remedy available to it hereunder or under applicable law, (x) first, prepay Swing Line Loans in an amount equal to Swing Line Lender's Fronting Exposure and (y) second, Cash Collateralize L/C Issuers' Fronting Exposure in accordance with the procedures set forth in **Section 2.7**.

(b) **Defaulting Lender Cure.** If Borrower Representative, Administrative Agent, Swing Line Lender and L/C Issuer agree in writing that a Lender is no longer a Defaulting Lender, Administrative Agent will so notify the parties hereto, whereupon as of the effective date specified in such notice and subject to any conditions set forth therein (which may include arrangements with respect to any Cash Collateral), that Lender will, to the extent applicable, purchase at par that portion of outstanding Loans of the other Lenders or take such other actions as Administrative Agent may determine to be necessary to cause the Loans and funded and unfunded participations in Letters of Credit and Swing Line Loans to be held on a pro rata basis by Lenders in accordance with their Applicable Percentages (without giving effect to **Section 12.22(a)(iv)**), whereupon such Lender will cease to be a Defaulting Lender; *provided* that no adjustments will be made retroactively with respect to fees accrued or payments made by or on behalf of Borrowers while that Lender was a Defaulting Lender; and *provided, further*, that except to the extent otherwise expressly agreed by the affected parties, no change hereunder from Defaulting Lender to Lender will constitute a waiver or release of any claim of any party hereunder arising from that Lender's having been a Defaulting Lender.

**Section 12.23 Sharing of Payments by Lenders.** If any Lender shall, by exercising any right of setoff or counterclaim or otherwise, obtain payment in respect of any principal of or interest on any of the Loans made by it or other obligations hereunder, resulting in such Lender's receiving payment of a proportion of the aggregate amount of such Loans and accrued interest thereon greater than its pro rata share thereof as provided herein, then the Lender receiving such greater proportion shall:

(a) notify Administrative Agent of such fact; and

(b) purchase (for cash at face value) participations in the Loans and such other obligations of the other Lenders, or make such other adjustments as shall be equitable, so that the benefit of all such payments shall be shared by Lenders ratably in accordance with the aggregate amount of principal of and accrued interest on their respective Loans and other amounts owing them, *provided* that:

(i) if any such participations are purchased and all or any portion of the payment giving rise thereto is recovered, such participations shall be rescinded and the purchase price restored to the extent of such recovery, without interest; and

(ii) the provisions of this **Section 12.23** shall not be construed to apply to: (A) any payment made by or on behalf of Borrowers pursuant to and in accordance with the express terms of this Agreement (including the application of funds arising from the existence of a Defaulting Lender); or (B) any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Loans or

subparticipations in L/C Obligations or Swing Line Loans to any assignee or participant, other than an assignment to any Borrower or any Affiliate thereof (as to which the provisions of this **Section 12.23** shall apply).

Borrowers consent to the foregoing and agree, to the extent it may effectively do so under applicable law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against Borrowers rights of setoff and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of Borrowers in the amount of such participation.

**Section 12.24 Payments Set Aside.** To the extent that any payment by or on behalf of Borrowers is made to Administrative Agent, L/C Issuer or any Lender, or Administrative Agent, L/C Issuer or any Lender exercises its right of setoff, and such payment or the proceeds of such setoff or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside or required (including pursuant to any settlement entered into by Administrative Agent, L/C Issuer or such Lender in its discretion) to be repaid to a trustee, receiver or any other party, in connection with any proceeding under any Debtor Relief Law or otherwise, then (a) to the extent of such recovery, the obligation or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made or such setoff had not occurred, and (b) each Lender and L/C Issuer severally agrees to pay to Administrative Agent upon demand its applicable share (without duplication) of any amount so recovered from or repaid by Administrative Agent, plus interest thereon from the date of such demand to the date such payment is made at a rate per annum equal to the Federal Funds Rate from time to time in effect. The obligations of Lenders and L/C Issuer under **clause (b)** of the preceding sentence shall survive the payment in full of the Obligations and the termination of this Agreement.

**Section 12.25 Confidentiality.** Each of Administrative Agent, L/C Issuer, Swing Line Lender and the Lenders agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to its Affiliates and to its Related Parties (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential and will only be provided on an as-needed basis), (b) to any regulatory authority purporting to have jurisdiction over it (including any self-regulatory authority, such as the National Association of Insurance Commissioners) or any Governmental Authority, quasi-Governmental Authority or legislative committee, (c) to the extent required by applicable Laws or regulations or by any subpoena or similar legal process, provided that Borrower Representative shall be promptly notified of any such disclosure and the Information disclosed shall be limited to the Information required by such applicable Laws or regulations to be disclosed, (d) to any other party to this Agreement or any other Loan Document, (e) in connection with the exercise of any remedies hereunder or under any other Loan Document or any suit, action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder, (f) subject to its being under a duty of confidentiality no less restrictive than this **Section 12.25**, to (i) any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights or obligations under this Agreement, (ii) any actual or prospective counterparty (or its Related Parties) to any Hedge Agreement relating to any Borrower and its obligations, (iii) any actual or prospective purchaser of a Lender or its holding company, (iv) any rating agency or any similar organization in connection with the rating of Borrowers or the Facilities or (v) the CUSIP Service Bureau or any similar organization in connection with the issuance and monitoring of CUSIP numbers with respect to the Facilities, (g) with the consent of Borrower Representative, or (h) to the extent such Information (i) becomes publicly available other than as a result of a breach of this **Section 12.25** or (ii) becomes available to Administrative Agent, L/C Issuer, Swing Line Lender, any Lender or any of their respective Affiliates on a nonconfidential basis from a source other than Borrowers and not in breach of any confidentiality obligation owed to Borrowers or any Subsidiary. For purposes of this **Section 12.25**, "**Information**" means all information received from any Borrower or any Subsidiary relating to any Borrower or any Subsidiary or any of their respective

businesses, other than any such information that is available to Administrative Agent, L/C Issuer, Swing Line Lender or any Lender on a nonconfidential basis prior to disclosure by any Borrower or a Subsidiary (absent gross negligence or willful misconduct). Any Person required to maintain the confidentiality of Information as provided in this **Section 12.25** shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information.

**Section 12.26 Electronic Execution of Assignments and Certain Other Documents.** The words “execute,” “execution,” “signed,” “signature,” and words of like import in any Assignment and Assumption or in any amendment or other modification hereof (including waivers and consents) shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by Administrative Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state Laws based on the Uniform Electronic Transactions Act.

**Section 12.27 Independence of Covenants.** All covenants under the Loan Documents shall be given independent effect so that if a particular action or condition is not permitted by any of such covenants, the fact that it would be permitted by an exception to, or be otherwise within the limitations of, another covenant shall not avoid the occurrence of a Default if such action is taken or such condition exists.

**Section 12.28 NOTICE OF FINAL AGREEMENT.** THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER HEREOF AND THEREOF AND 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.

*[Remainder of Page Intentionally Left Blank; Signature Page Follows]*

EXECUTED to be effective as of the date first written above.

**BORROWERS:**

LASER SPINE INSTITUTE, LLC

By: \_\_\_\_\_  
Name:  
Title:

LSI MANAGEMENT COMPANY, LLC

By: \_\_\_\_\_  
Name:  
Title:

LASER SPINE INSTITUTE CONSULTING LLC

By: \_\_\_\_\_  
Name:  
Title:

MEDICAL CARE MANAGEMENT SERVICES, LLC

By: \_\_\_\_\_  
Name:  
Title:

ADMINISTRATIVE AGENT:

TEXAS CAPITAL BANK, NATIONAL  
ASSOCIATION

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

Name: Ronald K. Baker

Title: Executive Vice President

LENDERS:

TEXAS CAPITAL BANK, NATIONAL  
ASSOCIATION

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

Name: Ronald K. Baker

Title: Executive Vice President

HEALTHCARE FINANCIAL SOLUTIONS, LLC

By: \_\_\_\_\_  
Name:  
Title:



COMPASS BANK, D/B/A BBVA COMPASS

By: \_\_\_\_\_  
Name: Eric Vogt  
Title: Senior Vice President

BMO HARRIS BANK N.A.

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

Name: Scott Rubenstein

Title: Director & Senior Vice President

REGIONS BANK

By: \_\_\_\_\_  
Name: Ned Spitzer  
Title: Senior Vice President

FLORIDA COMMUNITY BANK, N.A.

By: \_\_\_\_\_  
Name:  
Title:

USAMERIBANK

By:

\_\_\_\_\_  
Name: Richard LeComte  
Title: Senior Vice President

BOKF, NA, DBA BANK OF OKLAHOMA

By: \_\_\_\_\_  
Name: Ryan L. Kirk  
Title: Vice President

CAPSTAR BANK

By: \_\_\_\_\_  
Name: Mark Mattson  
Title: Director Healthcare Banking

CITY BANK

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

Name: Randy Kitten

Title: Executive Vice President



TEXAS SECURITY BANK

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

Name: Ben Parkey

Title: Senior Vice President

## EXHIBIT A

### Assignment and Assumption

This Assignment and Assumption (the “*Assignment and Assumption*”) is dated as of the Effective Date set forth below and is entered into by and between **[the][each]**<sup>1</sup> Assignor identified in item 1 below (**[the][each, an]** “*Assignor*”) and **[the][each]**<sup>2</sup> Assignee identified in item 2 below (**[the][each, an]** “*Assignee*”). **[It is understood and agreed that the rights and obligations of [the Assignors][the Assignees]<sup>3</sup> hereunder are several and not joint.]**<sup>4</sup> Capitalized terms used but not defined herein shall have the meanings given to them in the Credit Agreement identified below (as amended, the “*Credit Agreement*”), receipt of a copy of which is hereby acknowledged by **[the][each]** Assignee. The Standard Terms and Conditions set forth in Annex 1 attached hereto are hereby agreed to and incorporated herein by reference and made a part of this Assignment and Assumption as if set forth herein in full.

For an agreed consideration, **[the][each]** Assignor hereby irrevocably sells and assigns to **[the Assignee][the respective Assignees]**, and **[the][each]** Assignee hereby irrevocably purchases and assumes from **[the Assignor][the respective Assignors]**, subject to and in accordance with the Standard Terms and Conditions and the Credit Agreement, as of the Effective Date inserted by Administrative Agent as contemplated below (i) all of **[the Assignor’s][the respective Assignors’]** rights and obligations in **[its capacity as a Lender][their respective capacities as Lenders]** under the Credit Agreement and any other documents or instruments delivered pursuant thereto to the extent related to the amount and percentage interest identified below of all of such outstanding rights and obligations of **[the Assignor][the respective Assignors]** under the respective facilities identified below (including without limitation any letters of credit, guarantees, and swingline loans included in such facilities), and (ii) to the extent permitted to be assigned under applicable law, all claims, suits, causes of action and any other right of **[the Assignor (in its capacity as a Lender)][the respective Assignors (in their respective capacities as Lenders)]** against any Person, whether known or unknown, arising under or in connection with the Credit Agreement, any other documents or instruments delivered pursuant thereto or the loan transactions governed thereby or in any way based on or related to any of the foregoing, including, but not limited to, contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity related to the rights and obligations sold and assigned pursuant to *clause (i)* above (the rights and obligations sold and assigned by **[the][any]** Assignor to **[the][any]** Assignee pursuant to *clauses (i)* and *(ii)* above being referred to herein collectively as **[the][an]** “*Assigned Interest*”). Each such sale and assignment is without recourse to **[the][any]** Assignor and, except as expressly provided in this Assignment and Assumption, without representation or warranty by **[the][any]** Assignor.

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<sup>1</sup> For bracketed language here and elsewhere in this form relating to the Assignor(s), if the assignment is from a single Assignor, choose the first bracketed language. If the assignment is from multiple Assignors, choose the second bracketed language.

<sup>2</sup> For bracketed language here and elsewhere in this form relating to the Assignee(s), if the assignment is to a single Assignee, choose the first bracketed language. If the assignment is to multiple Assignees, choose the second bracketed language.

<sup>3</sup> Select as appropriate.

<sup>4</sup> Include bracketed language if there are either multiple Assignors or multiple Assignees.

1. Assignor[s]: \_\_\_\_\_  
\_\_\_\_\_

**[Assignor [is] [is not] a Defaulting Lender]**

2. Assignee[s]: \_\_\_\_\_  
\_\_\_\_\_

**[for each Assignee, indicate [Affiliate][Approved Fund] of [identify Lender]]**

3. Borrowers: Laser Spine Institute, LLC, LSI Management Company, LLC, Laser Spine Institute Consulting LLC, and Medical Care Management Services, LLC.

4. Administrative Agent: Texas Capital Bank, National Association, as the administrative agent under the Credit Agreement

5. Credit Agreement: The Credit Agreement dated as of July 2, 2015 among Borrower, the Lenders parties thereto, Texas Capital Bank, N.A., as Administrative Agent, and the other agents parties thereto.

6. Assigned Interest[s]:

Assignor[s] <sup>5</sup>	Assignee[s] <sup>6</sup>	Facility Assigned <sup>7</sup>	Aggregate Amount of Commitment/Loans for all Lenders	Amount of Commitment/Loans Assigned <sup>8</sup>	Percentage Assigned of Commitment/Loans <sup>9</sup>	CUSIP Number
			\$	\$	%	
			\$	\$	%	
			\$	\$	%	

**[7. Trade Date: \_\_\_\_\_]**<sup>10</sup>

<sup>5</sup> List each Assignor, as appropriate.

<sup>6</sup> List each Assignor, as appropriate.

<sup>7</sup> Fill in the appropriate terminology for the types of facilities under the Credit Agreement that are being assigned under this Assignment (e.g., “Revolving Credit Commitment,” “Term Loan Commitment,” etc.)

<sup>8</sup> Amount to be adjusted by the counterparties to take into account any payments or prepayments made between the Trade Date and the Effective Date.

<sup>9</sup> To be completed if the Assignor(s) and the Assignee(s) intend that the minimum assignment amount is to be determined as of the Trade Date.

<sup>10</sup> To be completed if the Assignor(s) and the Assignee(s) intend that the minimum assignment amount is to be determined as of the Trade Date.

Effective Date: \_\_\_\_\_, 20\_\_ **[TO BE INSERTED BY ADMINISTRATIVE AGENT AND WHICH SHALL BE THE EFFECTIVE DATE OF RECORDATION OF TRANSFER IN THE REGISTER THEREFOR.]**

The terms set forth in this Assignment and Assumption are hereby agreed to:

ASSIGNOR[S]<sup>11</sup>

**[NAME OF ASSIGNOR]**

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

Name:

Title:

**[NAME OF ASSIGNOR]**

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

Name:

Title:

ASSIGNEE[S]<sup>12</sup>

**[NAME OF ASSIGNEE]**

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

Name:

Title:

**[NAME OF ASSIGNEE]**

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

Name:

Title:

---

<sup>11</sup> Add additional signature blocks as needed. Include both Fund/Pension Plan and manager making the trade (if applicable).

<sup>12</sup> Add additional signature blocks as needed. Include both Fund/Pension Plan and manager making the trade (if applicable).

**[Consented to and]**<sup>13</sup> Accepted:

TEXAS CAPITAL BANK, NATIONAL ASSOCIATION,  
as Administrative Agent

By: \_\_\_\_\_  
Name:  
Title:

**[Consented to]**:<sup>14</sup>

**[NAME OF RELEVANT PARTY]**

By: \_\_\_\_\_  
Name:  
Title:

---

<sup>13</sup> To be added only if the consent of Administrative Agent is required by the terms of the Credit Agreement.

<sup>14</sup> To be added only if the consent of Borrower and/or other parties (e.g. Swing Line Lender, L/C Issuer) is required by the terms of the Credit Agreement.

## ANNEX 1

### Standard Terms and Conditions for Assignment and Assumption

#### 1. **Representations and Warranties.**

1.1 Assignor[s]. **[The][Each]** Assignor (a) represents and warrants that (i) it is the legal and beneficial owner of **[the][the relevant]** Assigned Interest, (ii) **[the][such]** Assigned Interest is free and clear of any lien, encumbrance or other adverse claim, (iii) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby and (iv) it is **[not]** a Defaulting Lender; and (b) assumes no responsibility with respect to (i) any statements, warranties or representations made in or in connection with the Credit Agreement or any other Loan Document, (ii) the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Loan Documents or any collateral thereunder, (iii) the financial condition of Borrower, any of its Subsidiaries or Affiliates or any other Person obligated in respect of any Loan Document, or (iv) the performance or observance by Borrower, any of its Subsidiaries or Affiliates or any other Person of any of their respective obligations under any Loan Document.

1.2. Assignee[s]. **[The][Each]** Assignee (a) represents and warrants that (i) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby and to become a Lender under the Credit Agreement, (ii) it meets all the requirements to be an assignee under *Section 12.8(b)(iii)*, (v) and (vi) of the Credit Agreement (subject to such consents, if any, as may be required under *Section 12.8(b)(iii)* of the Credit Agreement), (iii) from and after the Effective Date, it shall be bound by the provisions of the Credit Agreement as a Lender thereunder and, to the extent of **[the][the relevant]** Assigned Interest, shall have the obligations of a Lender thereunder, (iv) it is sophisticated with respect to decisions to acquire assets of the type represented by the Assigned Interest and either it, or the Person exercising discretion in making its decision to acquire the Assigned Interest, is experienced in acquiring assets of such type, (v) it has received a copy of the Credit Agreement, and has received or has been accorded the opportunity to receive copies of the most recent financial statements delivered pursuant to *Section 6.2* thereof, as applicable, and such other documents and information as it deems appropriate to make its own credit analysis and decision to enter into this Assignment and Assumption and to purchase **[the][such]** Assigned Interest, (vi) it has, independently and without reliance upon Administrative Agent or any other Lender and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Assignment and Assumption and to purchase **[the][such]** Assigned Interest, and (vii) if it is a Foreign Lender, attached to the Assignment and Assumption is any documentation required to be delivered by it pursuant to the terms of the Credit Agreement, duly completed and executed by **[the][such]** Assignee; and (b) agrees that (i) it will, independently and without reliance on Administrative Agent, **[the][any]** Assignor or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Loan Documents, and (ii) it will perform in accordance with their terms all of the obligations which by the terms of the Loan Documents are required to be performed by it as a Lender.

2. Payments. From and after the Effective Date, Administrative Agent shall make all payments in respect of **[the][each]** Assigned Interest (including payments of principal, interest, fees and other amounts) to **[the][the relevant]** Assignor for amounts which have accrued to but excluding the Effective Date and to **[the][the relevant]** Assignee for amounts which have accrued from and after the Effective Date. Notwithstanding the foregoing, Administrative Agent shall make all payments of interest, fees or other amounts paid or payable in kind from and after the Effective Date to **[the][the relevant]** Assignee.

3. General Provisions. This Assignment and Assumption shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. This Assignment and Assumption may be executed in any number of counterparts, which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Assignment and Assumption by telecopy shall be effective as delivery of a manually executed counterpart of this Assignment and Assumption. This Assignment and Assumption shall be governed by, and construed in accordance with, the law of the State of Texas.

EXHIBIT B

Form of Borrowing Base Certificate

See attached.





# TEXAS CAPITAL BANK

2000 McKinney Ave  
Suite 700  
Dallas, Texas 75201

## Borrowing Base Report

### Borrowers:

**Laser Spine Institute, LLC,  
LSI Management Company,  
LLC, Laser Spine Institute  
Consulting, LLC and Medical  
Care Management Services,  
LLC**

(Consolidated)

<u>Accounts Receivable</u>			
1	Ending Balance of Accounts Receivable	Date: _____	\$ _____ -
2	Ineligible accounts receivable (per the A/R ineligible listing)		(-) \$ _____ -
3	Eligible Accounts Receivable (Line 1 minus line 2)		\$ _____ -
	Multiply by the advance rate	_____ 70% advance rate	
4	<b>Net Accounts Receivable Collateral Base (Line 3 multiplied by advance rate)</b>		<b>\$ _____ -</b>
5	Ending Line of Credit Balance	Date: _____	(-) \$ _____ -
6	Aggregate Revolving Credit Commitments		\$ _____ -
7	Availability Reserve	Date: _____	\$ _____ -
8	<b>Line of Credit Sublimit (Line 6 minus Line 7)</b>		<b>\$ _____ -</b>
9	<b>Maximum Borrowing Base (lesser of Line 4 and Line 8)</b>		<b>\$ _____ -</b>
10	<b><u>TOTAL NET BORROWING AVAILABILITY</u></b>		<b>\$ _____ -</b>
	(Line 9 minus line 5)		(not to exceed applicable sub-limit)
	<i>(If result is a negative figure, this amount is due immediately as a principal payment.)</i>		

### Accounts Receivable Ineligible Listing

Consolidated

1	Accounts over 180 days from invoice date	\$ _____ -
2	Accounts owing by bankrupt or insolvent Account Debtors	\$ _____ -
3	Accounts subject to partial payments (to the extent of such partial payments)	\$ _____ -
	<b><u>TOTAL ACCOUNTS RECEIVABLE INELIGIBLES:</u></b>	<b>\$ _____ -</b>

(Line 2 of BBR)

This certificate is delivered under the Credit Agreement, dated as of July 2, 2015 (as amended), among Borrowers, the lenders time to time party thereto and Bank. Capitalized terms used in this certificate shall, unless otherwise indicated, have the meanings set forth in the Agreement. On behalf of Borrowers, the undersigned advises Bank that a review of the activities of the Borrowers during the subject period has been made under my supervision, and the undersigned certifies to Bank on the date hereof that (a) the accounts receivable of Borrowers and their Subsidiaries included in the Borrowing Base above meet all conditions to qualify for inclusion therein as set forth in the Credit Agreement, and (b) the information set forth above and hereto was true and correct as of the reporting date.

### CERTIFIED BY:

\_\_\_\_\_  
Laser Spine Institute, LLC,  
as Borrower Representative

Date

\_\_\_\_\_  
By: Authorized Signer

\_\_\_\_\_  
Chief Financial Officer

Title

**Borrowers:**

**Company Name**

**Company Name**

**Accounts Receivable**

1	Ending Balance of Accounts Receivable	Date: _____	\$ -	\$ -
2	Ineligible accounts receivable (per the A/R ineligible listing)	(-)	\$ -	\$ -
3	Eligible Accounts Receivable (Line 1 minus line 2)		\$ -	\$ -
	Multiply by the advance rate	_____ 70% advance rate		
4	<b>Net Accounts Receivable Collateral Base (Line 3 multiplied by adv. rate)</b>		\$ -	\$ -
12	<b><u>TOTAL NET COLLATERAL BASE</u></b>		\$ -	\$ -
	( Line 4)			

**Accounts Receivable Ineligible Listing**

- 1 Accounts over 180 days from invoice date
- 2 Accounts owing by bankrupt or insolvent Account Debtors
- 3 Accounts subject to partial payments (to the extent of such partial payments)

**TOTAL ACCOUNTS RECEIVABLE INELIGIBLES:**

Company Name	Company Name
<u>\$ -</u>	<u>\$ -</u>
<u>\$ -</u>	<u>\$ -</u>
<u>\$ -</u>	<u>\$ -</u>
<u>\$ -</u>	<u>\$ -</u>
(Line 2 of BBR)	(Line 2 of BBR)

EXHIBIT C

Compliance Certificate

FOR QUARTER/YEAR ENDED \_\_\_\_\_ (THE “*SUBJECT PERIOD*”)  
ADMINISTRATIVE AGENT: Texas Capital Bank, National Association  
BORROWER: Laser Spine Institute, LLC, LSI Management Company,  
LLC, Laser Spine Institute Consulting LLC, and Medical Care Management Services, LLC  
BORROWER REPRESENTATIVE: Laser Spine Institute, LLC

This Compliance Certificate (this “*Certificate*”) is delivered under the Credit Agreement (as amended, restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”) dated as of July 2, 2015, by and among Borrower, the Lenders from time to time party thereto and Administrative Agent. Capitalized terms used in this Certificate shall, unless otherwise indicated, have the meanings set forth in the Credit Agreement. The undersigned hereby certifies to Administrative Agent and Lenders as of the date hereof that: (a) he/she is the \_\_\_\_\_ of Borrower Representative, and that, as such, he/she is authorized to execute and deliver this Certificate to Administrative Agent on behalf of each Obligated Party; (b) he/she has reviewed and is familiar with the terms of the Credit Agreement and has made, or has caused to be made under his/her supervision, a detailed review of the transactions and condition (financial or otherwise) of each Obligated Party during the Subject Period; (c) no Event of Default currently exists or has occurred which has not been cured or waived by Required Lenders or all Lenders, as required by the Loan Documents; [or LIST DEFAULTS] (d) the representations and warranties of each Borrower contained in *Article 6* of the Credit Agreement, and any representations and warranties of any Obligated Party that are contained in any document furnished at any time under or in connection with the Loan Documents, are true and correct in all material respects (except to the extent that such representations or warranties are qualified by materiality or Material Adverse Event, in which instance such representations or warranties are true and correct in all respects after giving effect to such qualification) on and as of the date hereof with the same force and effect as if such representations and warranties had been made on and as of such date, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they were true and correct in all material respects (except to the extent that such representations or warranties are qualified by materiality or Material Adverse Event, in which instance such representations or warranties are true and correct in all respects after giving effect to such qualification) as of such earlier date, and except that for purposes of this Certificate, the representations and warranties contained in *Section 6.2* of the Credit Agreement shall be deemed to refer to the most recent statements furnished pursuant to *Section 7.1* of the Credit Agreement, including the statements in connection with which this Certificate is delivered; (e) the financial statements of each Obligated Party attached to this Certificate, if any, were prepared in accordance with GAAP, (subject to year-end audit adjustments and the absence of footnotes), and fairly present in all material respects the financial condition and results of operations of the Parent and its Subsidiaries, on a consolidated basis, as of the end of and for the Subject Period; (f) the financial covenant analyses and information set forth below are true and accurate on and as of the date of this Certificate; and (g) the status of compliance by each Borrower with certain covenants of the Credit Agreement at the end of the Subject Period is as set forth below:

In Compliance as of  
End of Subject Period  
(Please Indicate)

- |    |  |     |    |
|----|--|-----|----|
| 1. | <u>Financial Statements, Reports and Other Information</u><br><u>(Article 7—Affirmative Covenants)</u>   |     |    |
|    | (a) Provide annual audited FYE financial statements within 130 days after the last day of each fiscal year, beginning with the fiscal year ending December 31, 2016, and a Compliance Certificate.               | Yes | No |
|    | (b) Provide monthly financial statements, Compliance Certificate, and summary accounts receivable report within 30 days after the last day of each fiscal month ending after the First Amendment Effective Date. | Yes | No |
|    | (c) Provide other reporting required by <i>Section 7.1</i> of the Credit Agreement timely.   | Yes | No |
|    | (d) Taxes have been paid and insurance is effective as required by Sections 7.4 and 7.5 of the Credit Agreement  | Yes | No |
| 2. | <u>Subsidiaries</u><br>None, except as listed on <i>Schedule 6.13</i> .  | Yes | No |
| 3. | <u>Debt</u><br>None, except Debt permitted by <i>Section 8.1</i> of the Credit Agreement. (Details below.)   | Yes | No |
|    | (d) Amount of Guarantees, if any, \$ _____   |     |    |
|    | (e) Purchase Money Debt and Capitalized Lease Obligations<br>\$ _____  |     |    |
| 4. | <u>Liens</u><br>None, except Liens permitted by <i>Section 8.2</i> of the Credit Agreement.  | Yes | No |
| 5. | <u>Acquisitions and Mergers</u><br>None, except those permitted by <i>Section 8.3</i> of the Credit Agreement. (Details to be disclosed, if applicable.)   | Yes | No |

6.	<u>Restricted Payments</u> None, except as permitted by <i>Section 8.4</i> of the Credit Agreement.	Yes	No
7.	<u>Loans and Investments</u> None, except those permitted by <i>Section 8.5</i> of the Credit Agreement. (Details below.)  (e) Investments in Core Business of \$ _____	Yes	No
8.	<u>Issuance of Equity</u> None, except issuances permitted by <i>Section 8.6</i> of the Credit Agreement.	Yes	No
9.	<u>Affiliate Transactions</u> None, except transactions permitted by <i>Section 8.7</i> of the Credit Agreement.	Yes	No
10.	<u>Dispositions of Assets</u> None, except dispositions permitted by <i>Section 8.8</i> of the Credit Agreement. (Details below.)  (c) Amount of Dispositions during the current fiscal year \$ _____	Yes	No
11.	<u>Sale and Leaseback Transactions</u> None, except transactions permitted by <i>Section 8.9</i> of the Credit Agreement.	Yes	No
12.	<u>Prepayment of Debt</u> None, except prepayments permitted by <i>Section 8.10</i> of the Credit Agreement.	Yes	No
13.	<u>Changes in Nature of Business</u> None, except changes permitted by <i>Section 8.11</i> of the Credit Agreement.	Yes	No
14.	<u>Environmental Protection</u> No activity likely to cause violations of Environmental Laws or create any Environmental Liabilities for which any Borrower or any Subsidiary would be responsible.	Yes	No
15.	<u>Changes in Fiscal Year; Accounting Practices</u> None, except transactions permitted by <i>Section 8.13</i> of the Credit Agreement.	Yes	No

16. No Negative Pledge  
None, except those permitted by *Section 8.14* of the Credit Agreement. Yes No

17. Leverage Ratio (detail shown on attached) (Section 9.1)  
Maximum of \_\_\_\_\_ to 1.00 at end of Subject Period, beginning with the fiscal quarter ending March 31, 2017

Quarter Ending	Maximum Ratio
March 31, 2017	4.75 to 1.00
June 30, 2017	4.00 to 1.00
September 30, 2017	3.75 to 1.00
December 31, 2017	3.50 to 1.00
March 31, 2018	3.25 to 1.00
June 30, 2018	3.00 to 1.00
September 30, 2018 and each fiscal quarter ending thereafter	2.75 to 1.00

(Defined as (i) Debt (other than Subordinated Debt permitted under *Section 8.1(n)*, minus Cash Reserve Account balance of up to \$10,000,000 divided by (ii) EBITDA; calculated on a rolling 4 quarter basis provided that, for purposes of calculating the Leverage Ratio in determining compliance with Section 9.1, (i) EBITDA for the fiscal quarter ending March 31, 2017, shall be EBITDA for such fiscal quarter multiplied by 4; (ii) EBITDA for the two fiscal quarter period ending June 30, 2017, shall be EBITDA for such two fiscal quarter period multiplied by 2; and (iii) EBITDA for the three fiscal quarter period ending September 30, 2017, shall be EBITDA for such three fiscal quarter period multiplied by 4/3).

\_\_\_\_\_ ÷ \_\_\_\_\_ = \_\_\_\_\_ Yes No  
Debt EBITDA

18. Debt Service Coverage Ratio (detail shown on attached) (Section 9.2) Yes No  
Minimum of \_\_\_\_\_ to 1.00 at end of Subject Period, beginning as of March 31, 2017

Period	Minimum Ratio
March 31, 2017 to September 30, 2017	1.05 to 1.0

From and after October 1, 2017	1.10 to 1.0
--------------------------------	-------------

(Defined as (i) EBITDA *minus* cash taxes paid *minus* Permitted Tax Distributions paid *minus* Unfinanced Capital Expenditures divided by (ii) Debt Service; calculated on a rolling 4 quarter basis, provided that, for purposes of determining compliance with this Section 9.2, (i) EBITDA for the fiscal quarter ending March 31, 2017, shall be EBITDA for such fiscal quarter multiplied by 4; (ii) EBITDA for the two fiscal quarter period ending June 30, 2017, shall be EBITDA for such two fiscal quarter period multiplied by 2; and (iii) EBITDA for the three fiscal quarter period ending September 30, 2017, shall be EBITDA for such three fiscal quarter period multiplied by 4/3.).

$$\left( \frac{\text{EBITDA}}{\text{EBITDA}} - \frac{\text{cash taxes paid}}{\text{cash taxes paid}} - \frac{\text{Permitted Tax Distributions paid}}{\text{Permitted Tax Distributions paid}} - \frac{\text{Unfinanced Capital Expenditures}}{\text{Unfinanced Capital Expenditures}} \right)$$

$$\left( \frac{\text{scheduled principal payments on all Debt}}{\text{scheduled principal payments on all Debt}} + \frac{\text{Cash Interest Expense}}{\text{Cash Interest Expense}} \right) = \underline{\hspace{2cm}}$$

- |   |  |   |
|---|--|---|
| <p>19. <u>Capital Expenditures</u> (Detail shown on attached) (Section 9.3) Maximum of \$2,000,000 from the First Amendment Effective Date through December 31, 2016, \$5,000,000 during the fiscal year ending December 31, 2017 and \$3,500,000 during the fiscal year ending December 31, 2018, Capital Expenditures (excluding payments of Capitalized Lease Obligations in respect of medical equipment) made during current fiscal year =<br/>_____</p> <p>20. <u>Mandatory Prepayments</u> (if any, per attached detailed calculations)<br/>Amount of Mandatory Prepayments made during the Subject Period</p> <p>(a) Amount of net cash proceeds of dispositions required to prepay Term Loans pursuant to Section 2.9(d)(i):</p> <p>(b) Amount of Excess Cash Flow required to prepay Term Loans pursuant to Section 2.9(d)(ii):</p> | <p>Yes</p> <p></p> <p></p> <p></p> <p></p> <p></p> <p></p> <p></p> | <p>No</p> <p></p> <p></p> <p></p> <p></p> <p></p> <p></p> <p></p> |
|---|--|---|

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_



- (c) Amount of net cash proceeds from issuance of equity required to prepay Term Loans pursuant to Section 2.9(d)(iii): \$ \_\_\_\_\_
- (d) Amount of net cash proceeds from issuance of Debt required to prepay Term Loans pursuant to Section 2.9(d)(iv): \$ \_\_\_\_\_
- (e) Amount of net cash proceeds from Extraordinary Receipts required to prepay Term Loans pursuant to Section 2.9(d)(v): \$ \_\_\_\_\_

- 21. Report on Reimbursement Rates and Insurance Payments  
Attached is a report on material changes in reimbursement rates and insurance claim payments since the most recently delivered Compliance Certificate.
- 22. Report on Litigation  
Attached is a detailed report on all litigation and threatened litigation.

*IN WITNESS WHEREOF*, the undersigned has executed this Certificate as of

\_\_\_\_\_.

BORROWERS REPRESENTATIVE:

LASER SPINE INSTITUTE, LLC

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

\_\_\_\_\_  
Name:

Title:

EXHIBIT D

Revolving Credit Borrowing Request

Date: \_\_\_\_\_, \_\_\_\_\_

To: Texas Capital Bank, National Association, as Administrative Agent

Ladies and Gentlemen:

Reference is made to that certain Credit Agreement, dated as of July 2, 2015 (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the “**Credit Agreement**,” the terms defined therein being used herein as therein defined), among Laser Spine Institute, LLC, LSI Management Company, LLC, Laser Spine Institute Consulting LLC, and Medical Care Management Services, LLC (each individually, a “**Borrower**” and collectively, the “**Borrowers**”), the Lenders from time to time party thereto, and Texas Capital Bank, National Association, as Administrative Agent, L/C Issuer and Swing Line Lender.

The undersigned hereby requests (select one):

- A Borrowing of Revolving Credit Loans
- A conversion or continuation of Revolving Credit Loans
  1. On \_\_\_\_\_ (a Business Day).
  2. In the amount of \$ \_\_\_\_\_
  3. Comprised of \_\_\_\_\_  
(Type of Portion requested)
  4. For LIBOR Portion: with an Interest Period of \_\_\_\_ months.

Borrower Representative, on behalf of each of the Borrowers, hereby represents and warrants that the conditions specified in *Section 5.2* of the Credit Agreement shall be satisfied on and as of the date of the requested Revolving Credit Borrowing.

**BORROWER REPRESENTATIVE:**

**LASER SPINE INSTITUTE, LLC**

By: \_\_\_\_\_  
Name:  
Title:

EXHIBIT E

Revolving Credit Note

\$ \_\_\_\_\_, 20\_\_\_\_

FOR VALUE RECEIVED, Laser Spine Institute, LLC, LSI Management Company, LLC, Laser Spine Institute Consulting LLC, and Medical Care Management Services, LLC each individually, a "**Borrower**" and collectively, the "**Borrowers**"), hereby jointly and severally promise to pay to the order of \_\_\_\_\_ ("**Lender**"), in accordance with the provisions of the Credit Agreement (as hereinafter defined), the principal sum of \_\_\_\_\_ AND XX/100 DOLLARS (\$\_\_\_\_\_) or so much thereof as may be advanced by Lender (in its capacity as Lender or Swing Line Lender, as applicable) from time to time to or for the benefit or account of the Borrowers under that certain Credit Agreement, dated as of July 2, 2015 (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the "**Credit Agreement**," the terms defined therein being used herein as therein defined), among the Borrowers, the lenders from time to time party thereto, and Texas Capital Bank, National Association, as Administrative Agent ("**Administrative Agent**"), Swing Line Lender and L/C Issuer.

Each Borrower promises to pay interest on the unpaid principal amount of this Note from the date hereof until the Revolving Credit Loans or Swing Line Loans made by Lender are paid in full, at such interest rates and at such times as provided in the Credit Agreement. All payments of principal and interest shall be made to Administrative Agent for the account of Lender in Dollars in immediately available funds at Administrative Agent's Principal Office. If any amount is not paid in full when due hereunder, then such unpaid amount shall bear interest, to be paid upon demand in accordance with the terms of the Credit Agreement, from the due date thereof until the date of actual payment (and before as well as after judgment) computed at the per annum rate set forth in the Credit Agreement.

This Note is one of the Revolving Credit Notes referred to in the Credit Agreement, is entitled to the benefits thereof and may be prepaid in whole or in part subject to the terms and conditions provided therein. This Note is also entitled to the benefits of the Guaranties. Upon the occurrence and continuation of one or more of the Events of Default specified in the Credit Agreement, all amounts then remaining unpaid on this Note shall become, or may be declared to be, immediately due and payable as provided in the Credit Agreement. The Revolving Credit Loans or Swing Line Loans made by Lender shall be evidenced by an account maintained by Lender in the ordinary course of business. Lender may also attach schedules to this Note and endorse thereon the date, amount and maturity of its Revolving Credit Loans or Swing Line Loans and payments with respect thereto.

Each Borrower, for itself and its successors and assigns, hereby waives diligence, presentment, protest and demand and notice of protest, demand, dishonor and non-payment of this Note.

THIS NOTE, AND ANY CLAIM, CONTROVERSY, OR DISPUTE ARISING OUT OF OR IN CONNECTION WITH THIS NOTE, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK  
SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, each Borrower, intending to be legally bound hereby, has duly executed this Note as of the day and year first written above.

**BORROWER:**

**LASER SPINE INSTITUTE, LLC**

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

Name:

Title:

**LSI MANAGEMENT COMPANY, LLC**

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

Name:

Title:

**LASER SPINE INSTITUTE CONSULTING  
LLC**

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

Name:

Title:

**MEDICAL CARE MANAGEMENT  
SERVICES, LLC**

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

Name:

Title:

EXHIBIT F

Form of Swing Line Loan Request

Date: \_\_\_\_\_, \_\_\_\_\_

To: Texas Capital Bank, National Association, as Swing Line Lender  
Texas Capital Bank, National Association, as Administrative Agent

Ladies and Gentlemen:

Reference is made to that certain Credit Agreement, dated as of July 2, 2015 (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the “**Credit Agreement**,” the terms defined therein being used herein as therein defined), among Laser Spine Institute, LLC, LSI Management Company, LLC, Laser Spine Institute Consulting LLC, and Medical Care Management Services, LLC (each individually, a “**Borrower**” and collectively, the “**Borrowers**”), the Lenders from time to time party thereto, and Texas Capital Bank, National Association, as Administrative Agent, L/C Issuer and Swing Line Lender.

The undersigned hereby requests a Swing Line Loan:

1. On \_\_\_\_\_ (a Business Day).
2. In the amount of \$\_\_\_\_\_.

Borrower Representative, on behalf of each of the Borrowers, hereby represents and warrants that the conditions specified in *Section 5.2* of the Credit Agreement shall be satisfied on and as of the date of the requested Swing Line Loan.

**BORROWER REPRESENTATIVE:**

**LASER SPINE INSTITUTE, LLC**

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

Name:

Title:

EXHIBIT G

Term Loan Borrowing Request

Date: \_\_\_\_\_, \_\_\_\_\_

To: Texas Capital Bank, National Association, as Administrative Agent

Ladies and Gentlemen:

Reference is made to that certain Credit Agreement, dated as of July 2, 2015 (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the “**Credit Agreement**,” the terms defined therein being used herein as therein defined), among Laser Spine Institute, LLC, Laser Spine Institute Consulting LLC, and Medical Care Management Services, LLC (each individually, a “**Borrower**” and collectively, the “**Borrowers**”), the Lenders from time to time party thereto, and Texas Capital Bank, National Association, as Administrative Agent, L/C Issuer and Swing Line Lender.

The undersigned hereby requests (select one):

- A Borrowing of Term Loans
- A conversion or continuation of Term Loans
  1. On \_\_\_\_\_ (a Business Day).
  2. In the amount of \$ \_\_\_\_\_
  3. Comprised of \_\_\_\_\_  
(Type of Portion requested)
  4. For LIBOR Portion: with an Interest Period of \_\_\_\_ months.

Borrower Representative, on behalf of each of the Borrowers, hereby represents and warrants that the conditions specified in *Section 5.2* of the Credit Agreement shall be satisfied on and as of the date of the requested Term Loan Borrowing.

**BORROWER REPRESENTATIVE:**

**LASER SPINE INSTITUTE, LLC**

By: \_\_\_\_\_  
Name:  
Title:



EXHIBIT H

Term Loan Note

\$ \_\_\_\_\_, 20\_\_\_\_

FOR VALUE RECEIVED, Laser Spine Institute, LLC, LSI Management Company, LLC, Laser Spine Institute Consulting LLC, and Medical Care Management Services, LLC each individually, a “**Borrower**” and collectively, the “**Borrowers**”), hereby jointly and severally promise to pay to the order of \_\_\_\_\_ (“**Lender**”), in accordance with the provisions of the Credit Agreement (as hereinafter defined), the principal sum of \_\_\_\_\_ AND XX/100 DOLLARS (\$\_\_\_\_\_) advanced by Lender to or for the benefit or account of the Borrowers pursuant to the terms of that certain Credit Agreement, dated as of July 2, 2015 (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the “**Credit Agreement**,” the terms defined therein being used herein as therein defined), among the Borrowers, the lenders from time to time party thereto, and Texas Capital Bank, National Association, as Administrative Agent (“**Administrative Agent**”), Swing Line Lender and L/C Issuer.

Each Borrower promises to pay interest on the unpaid principal amount of this Note from the date hereof until the Term Loans made by Lender are paid in full, at such interest rates and at such times as provided in the Credit Agreement. All payments of principal and interest shall be made to Administrative Agent for the account of Lender in Dollars in immediately available funds at Administrative Agent’s Principal Office. If any amount is not paid in full when due hereunder, then such unpaid amount shall bear interest, to be paid upon demand in accordance with the terms of the Credit Agreement, from the due date thereof until the date of actual payment (and before as well as after judgment) computed at the per annum rate set forth in the Credit Agreement.

This Note is one of the Term Loan Notes referred to in the Credit Agreement, is entitled to the benefits thereof and may be prepaid in whole or in part subject to the terms and conditions provided therein. This Note is also entitled to the benefits of the Guaranties. Upon the occurrence and continuation of one or more of the Events of Default specified in the Credit Agreement, all amounts then remaining unpaid on this Note shall become, or may be declared to be, immediately due and payable as provided in the Credit Agreement. The Term Loans made by Lender shall be evidenced by an account maintained by Lender in the ordinary course of business. Lender may also attach schedules to this Note and endorse thereon the date, amount and maturity of its Term Loans and payments with respect thereto.

Each Borrower, for itself and its successors and assigns, hereby waives diligence, presentment, protest and demand and notice of protest, demand, dishonor and non-payment of this Note.

THIS NOTE, AND ANY CLAIM, CONTROVERSY, OR DISPUTE ARISING OUT OF OR IN CONNECTION WITH THIS NOTE, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK  
SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, each Borrower, intending to be legally bound hereby, has duly executed this Note as of the day and year first written above.

**BORROWER:**

**LASER SPINE INSTITUTE, LLC**

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

Name:

Title:

**LSI MANAGEMENT COMPANY, LLC**

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

Name:

Title:

**LASER SPINE INSTITUTE CONSULTING  
LLC**

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

Name:

Title:

**MEDICAL CARE MANAGEMENT  
SERVICES, LLC**

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

Name:

Title:

EXHIBIT I-1

U.S. Tax Compliance Certificate

(For Foreign Lenders That Are Not Partnerships for U.S. Federal Income Tax Purposes)

Reference is hereby made to the Credit Agreement dated as of July 2, 2015 (as amended, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among Laser Spine Institute, LLC, LSI Management Company, Laser Spine Institute Consulting LLC, and Medical Care Management Services, LLC each individually, a “**Borrower**” and collectively, the “**Borrowers**”), Texas Capital Bank, National Association, as Administrative Agent, Swing Line Lender, and L/C Issuer and each Lender from time to time party thereto.

Pursuant to the provisions of *Section 3.4* of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record and beneficial owner of the Loan(s) (as well as any Note(s) evidencing such Loan(s)) in respect of which it is providing this certificate, (ii) it is not a bank within the meaning of *Section 881(c)(3)(A)* of the Code, (iii) it is not a ten percent shareholder of Borrower within the meaning of *Section 871(h)(3)(B)* of the Code and (iv) it is not a controlled foreign corporation related to Borrower as described in *Section 881(c)(3)(C)* of the Code.

The undersigned has furnished Administrative Agent and Borrower with a certificate of its non-U.S. Person status on IRS Form W-8BEN. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform Borrower and Administrative Agent, and (2) the undersigned shall have at all times furnished Borrower and Administrative Agent with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two (2) calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

**[NAME OF LENDER]**

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

Name:

Title:

Date: \_\_\_\_\_, 20\_\_

EXHIBIT I-2

U.S. Tax Compliance Certificate

(For Foreign Participants That Are Not Partnerships for U.S. Federal Income Tax Purposes)

Reference is hereby made to the Credit Agreement dated as of July 2, 2015 (as amended, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among Laser Spine Institute, LLC, LSI Management Company, LLC, Laser Spine Institute Consulting LLC, and Medical Care Management Services, LLC each individually, a “**Borrower**” and collectively, the “**Borrowers**”), Texas Capital Bank, National Association, as Administrative Agent, Swing Line Lender, and L/C Issuer and each Lender from time to time party thereto.

Pursuant to the provisions of *Section 3.4* of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record and beneficial owner of the participation in respect of which it is providing this certificate, (ii) it is not a bank within the meaning of *Section 881(c)(3)(A)* of the Code, (iii) it is not a ten percent shareholder of Borrower within the meaning of *Section 871(h)(3)(B)* of the Code and (iv) it is not a controlled foreign corporation related to Borrower as described in *Section 881(c)(3)(C)* of the Code.

The undersigned has furnished its participating Lender with a certificate of its non-U.S. Person status on IRS Form W-8BEN. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform such Lender in writing, and (2) the undersigned shall have at all times furnished such Lender with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two (2) calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

**[NAME OF PARTICIPANT]**

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

Name:

Title:

Date: \_\_\_\_\_, 20\_\_

EXHIBIT I-3

U.S. Tax Compliance Certificate

(For Foreign Participants That Are Partnerships for U.S. Federal Income Tax Purposes)

Reference is hereby made to the Credit Agreement dated as of July 2, 2015 (as amended, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among Laser Spine Institute, LLC, LSI Management Company, LLC Laser Spine Institute Consulting LLC, and Medical Care Management Services, LLC each individually, a “**Borrower**” and collectively, the “**Borrowers**”), Texas Capital Bank, National Association, as Administrative Agent, Swing Line Lender, and L/C Issuer and each Lender from time to time party thereto.

Pursuant to the provisions of *Section 3.4* of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record owner of the participation in respect of which it is providing this certificate, (ii) its direct or indirect partners/members are the sole beneficial owners of such participation, (iii) with respect such participation, neither the undersigned nor any of its direct or indirect partners/members is a bank extending credit pursuant to a loan agreement entered into in the ordinary course of its trade or business within the meaning of *Section 881(c)(3)(A)* of the Code, (iv) none of its direct or indirect partners/members is a ten percent shareholder of Borrower within the meaning of *Section 871(h)(3)(B)* of the Code and (v) none of its direct or indirect partners/members is a controlled foreign corporation related to Borrower as described in *Section 881(c)(3)(C)* of the Code.

The undersigned has furnished its participating Lender with IRS Form W-8IMY accompanied by one of the following forms from each of its partners/members that is claiming the portfolio interest exemption: (i) an IRS Form W-8BEN or (ii) an IRS Form W-8IMY accompanied by an interest exemption. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform such Lender and (2) the undersigned shall have at all times furnished such Lender with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two (2) calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

**[NAME OF PARTICIPANT]**

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

Name:

Title:

Date: \_\_\_\_\_, 20\_\_

EXHIBIT I-4

U.S. Tax Compliance Certificate

(For Foreign Lenders That Are Partnerships for U.S. Federal Income Tax Purposes)

Reference is hereby made to the Credit Agreement dated as of July 2, 2015 (as amended, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among Laser Spine Institute, LLC, LSI Management Company, LLC, Laser Spine Institute Consulting LLC, and Medical Care Management Services, LLC each individually, a “**Borrower**” and collectively, the “**Borrowers**”), Texas Capital Bank, National Association, as Administrative Agent, Swing Line Lender, and L/C Issuer and each Lender from time to time party thereto.

Pursuant to the provisions of *Section 3.4* of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record owner of the Loan(s) (as well as any Note(s) evidencing such Loan(s)) in respect of which it is providing this certificate, (ii) its direct or indirect partners/members are the sole beneficial owners of such Loan(s) (as well as any Note(s) evidencing such Loan(s)), (iii) with respect to the extension of credit pursuant to this Credit Agreement or any other Loan Document, neither the undersigned nor any of its direct or indirect partners/members is a bank extending credit pursuant to a loan agreement entered into in the ordinary course of its trade or business within the meaning of *Section 881(c)(3)(A)* of the Code, (iv) none of its direct or indirect partners/members is a ten percent shareholder of Borrower within the meaning of *Section 871(h)(3)(B)* of the Code and (v) none of its direct or indirect partners/members is a controlled foreign corporation related to Borrower as described in *Section 881(c)(3)(C)* of the Code.

The undersigned has furnished Administrative Agent and Borrower with IRS Form W-8IMY accompanied by one of the following forms from each of its partners/members that is claiming the portfolio interest exemption: (i) an IRS Form W-8BEN or (ii) an IRS Form W-8IMY accompanied by an interest exemption. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform Borrower and Administrative Agent, and (2) the undersigned shall have at all times furnished Borrower and Administrative Agent with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two (2) calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

**[NAME OF LENDER]**

By: \_\_\_\_\_  
Name:  
Title:

Date: \_\_\_\_\_, 20\_\_

SCHEDULE 2.1

Commitments and Applicable Percentages

Lender	Revolving Credit Commitment <sup>1</sup>	Applicable Percentage of Revolving Credit Commitment	Term Loan Commitment <sup>1</sup>	Outstanding Term Loans <sup>1</sup>	Applicable Percentage of Term Loan Commitment
Texas Capital Bank, National Association	\$3,750,000.00	15.000000000000%	\$0.00	\$20,250,000.00	15.000000000000%
Healthcare Financial Solutions, LLC	\$3,750,000.00	15.000000000000%	\$0.00	\$20,250,000.00	15.000000000000%
Compass Bank, d/b/a BBVA Compass	\$2,890,625.00	11.562500000000%	\$0.00	\$15,609,375.00	11.562500000000%
BMO Harris Bank N.A.	\$2,890,625.00	11.562500000000%	\$0.00	\$15,609,375.00	11.562500000000%
Regions Bank	\$2,890,625.00	11.562500000000%	\$0.00	\$15,609,375.00	11.562500000000%
Florida Community Bank, N.A.	\$2,890,625.00	11.562500000000%	\$0.00	\$15,609,375.00	11.562500000000%
USAmeriBank	\$1,875,000.00	7.500000000000%	\$0.00	\$10,125,000.00	7.500000000000%
BOKF, N.A. dba Bank of Oklahoma	\$1,875,000.00	7.500000000000%	\$0.00	\$10,125,000.00	7.500000000000%
Capstar Bank	\$937,500.00	3.750000000000%	\$0.00	\$5,062,500.00	3.750000000000%
City Bank	\$625,000.00	2.500000000000%	\$0.00	\$3,375,000.00	2.500000000000%
Texas Security Bank	\$625,000.00	2.500000000000%	\$0.00	\$3,375,000.00	2.500000000000%
<b>Total</b>	<b>\$25,000,000.00</b>	<b>100.000000000000%</b>	<b>\$0.00</b>	<b>\$135,000,000.00</b>	<b>100.000000000000%</b>

<sup>1</sup> As of the First Amendment Effective Date



Schedule 2.2  
Existing Letters of Credit

None.

Schedule 6.4  
Operation of Business

State Licenses and Permits Requiring Pre-Transaction Notification

1. Pennsylvania Department of Health Ambulatory Surgical Center Certificate of Licensure, No. 22591501, held by Laser Spine Institute, LLC - sent on Oct. 27, 2016.
2. Pennsylvania Department of Environmental Protection Certificate of Registration, No. 1120895, held by Laser Spine Institute, LLC - sent on Oct. 27, 2016.

Schedule 6.5  
Litigation and Judgments

**Pending Medical Negligence Cases (as of October 27, 2016)**

<b>Patient Name</b>	<b>LSI Doctor</b>	<b>Venue</b>	<b>Case No.</b>	<b>Status</b>
Farley, Timothy	Dr. Francavilla	Hillsborough County, Florida	N/A (Pre-Suit)	Pre-Suit
Harris, Shannon	Dr. Flood	Hillsborough County, Florida	15-CA-001360	Complaint filed; discovery phase; trial set 4/24/17
Headley, Jared	Dr. Berezcki	Hillsborough County, Florida	16-CA-5068	Complaint filed; discovery phase
Holley, Young Jin	Dr. Weiss Dr. Gruber	Hillsborough County, Florida	16-CA-4618	Complaint filed; motion to dismiss pending
Guerriero, Vincent	Dr. Wolff	Hillsborough County, Florida	14-CA-006170	Complaint filed; discovery phase
Ingbretson, Erik	Dr. Vargas Dr. Flood Dr. Gruber	Hillsborough County, Florida	16-CA-008315	Complaint filed; discovery phase
Lemieux, Jonna	Dr. Morris	Hillsborough County, Florida	16-CA-4548	Complaint filed; discovery phase
McCarthy, Suzanne	Dr. Wolff	Hillsborough County, Florida	2014-CA-8573	Complaint filed; discovery phase
Reichard, Robert	Dr. Morris	Hillsborough County, Florida	14-CA-008587	Fourth Amended Complaint filed 9/25/15; discovery phase; trial set 2/6/17
Sears, Randall	Dr. Prada	Hillsborough County, Florida	10-CA- 024070	Defense jury verdict obtained October 21, 2016
Thompson, Bruce	Dr. Flood	Hillsborough County, Florida	15-CA-008655	Complaint filed; discovery phase
Wurtzberger, David	Dr. Wolff	Hillsborough County, Florida	14-CA-012653	Complaint filed; discovery phase; trial set 1/3/17
Baker, Dennis	Dr. McCalla Dr. Gandhi	Maricopa County, Arizona	CV2014-011064	Complaint filed; discovery phase
Lown, Cory	None specifically named.	Maricopa County, Arizona	2015-CV-5510	Complaint filed; discovery phase
McKnight, Kelly	None specifically named	Ohio	N/A (Pre-Suit)	180 day pre-suit notice received 3/25/2016. Expired 9/21/16.
Albanese, Marie	Dr. Shall	Ohio	CV-16-867554	Complaint filed; discovery phase

Badal, Jesus	Dr. Girton Dr. Finkelstein	Washington, DC	16-917	Complaint filed; motion to dismiss pending
Kimble, Sharon	Dr. Rubenstein Dr. Luke Dr. Finkelstein, Dr. Zilber	Chester County, Pennsylvania	2016-00672	Complaint filed; discovery phase
Richner, Stephen	Dr. Morris	Montgomery County, Pennsylvania	2015-CV-20359	Complaint filed; discovery phase

**Pending Commercial Tort Litigation Cases (as of October 27, 2016)**

Venue	Case No.	Plaintiff(s)	Defendant(s)	Nature of Claim(s)	Status
Pinellas County, Florida	14-003403-CI	Laser Spine Institute Consulting, LLC	Global Aircraft Acquisitions, LLC	Breach of contract	Complaint filed; discovery phase
Hillsborough County, Florida	12-CA-9002	Gulf Coast Orthopedic Center - Alfred O. Bonati, P.A., Medical Development Corporation of Pasco County, and Alfred O. Bonati, M.D.	Laser Spine Institute, LLC, James St. Louis, D.O., Michael Perry, M.D., William E. Horne, W. Justin Horne, Dotty Jane Bollinger, and Josh Helms	Tortious Interference, FDUPTA, Slander, Injunction	Complaint filed; discovery phase
Hillsborough County, Florida	2011-CA-10088	Peter Horowitz, M.D.	Laser Spine Institute, LLC	Breach of contract	Complaint filed; discovery phase
Hillsborough County, Florida	14-CA-1678	Pinkie Spencer, Sabrina Hill-Baskin, and Kenneth Martin	Laser Spine Institute, LLC, Injury Assistance, LLC, and United Healthcare Insurance Company	Negligence; Contract; Fraud	LSI has yet to be served with Complaint
Hillsborough County, Florida	06-CA-8498	Joe Samuel Bailey, Mark Miller, Ted Suhl, Laserscopic Spinal Centers of America, Inc., Laserscopic	James St. Louis, Michael W. Perry, M.D.; EFO Holdings L.P.; Laser Spine Institute, LLC,	Tortious Interference; Conspiracy; Breach of Fiduciary Duty;	Appellate court reversed trial court and remanded for redetermination of damages or a new

		Surgery Center of Florida, LLC, Laserscopic Diagnostic Imaging and Laserscopic Physical Therapy, LLC, Laserscopic Spinal Center of Florida, LLC, and Tim Langford	Laser Spine Medical Clinic, LLC, Laser Spine Physical Therapy, LLC, Laser Spine Surgical Center, EFO Genpar, Inc.	FDUPTA	trial on damages
Oklahoma County, Oklahoma	CJ-2016-4272	Michele R. Fraley	Mark F. Wildman, P.A. and Laser Spine Institute, LLC	Vicarious Liability; Negligent Retention	Amended Petition filed; Answer and motion to dismiss filed

Nothing set forth in this Schedule 6.5 constitutes an admission that any disclosures made are material or constitute a Material Adverse Event or are otherwise required to be disclosed.

Schedule 6.6(b)  
Leased Real Property (Lessee)

Expiration Date	Address	Lessor	Lessee	Description	2015 Rental Cost	2016 Rental Cost	2017 Rental Cost	2018 Rental Cost
1/31/2018	3031 N. Rocky Point Drive W., Suites 200, 250, 275, & 300, Tampa, FL 33607	SF - HW Harborview Plaza L.P.	Laser Spine Institute, LLC	Corporate Building	1,754,163.66	1,187,277.32		
12/31/2015	3001 N. Rocky Point Drive E., Suites 380, 335, 390, 360, 100, 185, 400, 300, & 340, Tampa FL 33607 <sup>1</sup>	Osprey Orion Center, LLC	Laser Spine Institute, LLC	Tampa ASC	1,115,441.88	703,939.93		
1/4/2019	8888 E. Raintree Drive, Suite 165 & 170, Scottsdale, AZ 85260	RCC South, LLC	Laser Spine Surgery Center of Arizona, LLC	Arizona ASC	1,053,802.50	1,070,937.50	1,088,072.50	1,105,207.50
8/31/2028	676 and 656 Swedesford Road Wayne, PA 19087	676 and 656 Swedesford Associates LP	Laser Spine Institute, LLC	Philly ASC	514,065.19	662,588.54	828,254.08	842,210.48
12/31/2021	4727 Gaillardia Parkway, Suite 140, Oklahoma City, OK 73142	LE Norman Properties LLC	Laser Spine Institute, LLC	Oklahoma ASC	287,234.76	295,011.36	303,164.28	311,442.72
12/31/2029	300 Allen Bradley Drive, Mayfield Heights, OH 44124	Landerhaven I, LLC	LSI Management Company, LLC	Cleveland ASC	401,328.00	442,928.63	459,787.56	459,787.56
9/30/2029	450 N. New Ballas Road, Creve Coeur, MO 63141	HCP CRS2 Creve Coeur MO, LP	LSI Management Company, LLC	St. Louis ASC	450,482.50	689,064.95	706,291.55	723,948.84
4/30/2027	644 Eden Park Drive, Cincinnati, OH 45202	Eden Park Medical Center, LLC	LSI Management Company, LLC	Cincinnati ASC	428,930.41	439,653.69	450,645.00	461,911.08
9/31/2032	5332 Avion Park Drive Tampa. FL 33607	Highwoods Realty Limited Partnership	LSI Management Company, LLC	Corporate HQ		1,070,473.85	3,988,529.85	4,648,776.06

<sup>1</sup> The term of this lease expired in June 2016. Since that time, the Company had been a holdover tenant only in Suite 185 in accordance with the terms of the lease, but all rent obligations were ended by mutual agreement with the landlord as of October 31, 2016. The Company no longer operates at this address, though there is some obsolete equipment on the premises that will have to be removed.

Schedule 6.8  
Approvals

- (1) Consents required under the Constituent Documents of the Loan Parties, which have been obtained on or prior to the Closing Date.
- (2) Subject to Schedule 7.10, the landlord waivers identified therein.

Schedule 6.13  
Subsidiaries, Ventures, Etc.

LSI Management Company, LLC  
None.

Laser Spine Institute Consulting LLC  
CLM Aviation, LLC (FL) (66 2/3%)

Laser Spine Institute, LLC  
LSI Flexible Schedule, LLC (FL) (100%)  
Laser Spine Surgical Center, LLC (FL) (100%)  
Laser Spine Surgery Center of Cleveland, LLC (OH) (100%)  
Laser Spine Surgery Center of Arizona, LLC (AZ) (100%)  
Laser Spine Surgery Center of Cincinnati, LLC (OH) (100%)  
Laser Spine Surgery Center of Pennsylvania, LLC (PA) (100%)  
Laser Spine Surgery Center of St. Louis, LLC (MO) (100%)  
Laser Spine Surgery Center of Oklahoma, LLC (OK) (100%)  
Laser Spine Surgery Center of Warwick, LLC (RI) (100%)

Medical Care Management Services, LLC  
None.



Schedule 6.19  
Intellectual Property

Copyrights										
Registration #	Registration Date	Title	Type	Description	Copyright Claimant	Date of Creation	Date of Publication	Nation of Publication	Application Author	Attorney
TX0007720530	8/16/2013	Laser Back Surgery Experts Herniated Disc Spinal Stenosis Treatment	Text	Electronic file (eService)	Laser Spine Institute, LLC	2012	11/6/2012	United States	Laser Spine Institute, LLC, employer for hire; Citizenship: United States. Authorship: text, photograph(s)	Scott D. Locke, Dorf & Nelson LLP
TX0007720531	8/16/2013	Laser Spine Orthopedic Surgery Spinal Back Surgery Experts	Text	Electronic file (eService)	Laser Spine Institute, LLC	2010	11/7/2010	United States	Laser Spine Institute, LLC, employer for hire; Citizenship: United States. Authorship: text, photograph(s)	Scott D. Locke, Dorf & Nelson LLP
TXu001912428	10/24/2014	<a href="http://www.laserspineinstitute.com">www.laserspineinstitute.com</a>	Computer File	CD-ROM + Print Material	Laser Spine Institute, LLC	2014		United States	Laser Spine Institute, LLC, employer for hire; Domicile: United States. Authorship: text, photograph(s), compilation, artwork	Scott D. Locke, Dorf & Nelson LLP

## Trademarks

Serial #	Reg #	Word Mark	Owner	Attorney of Records	Register	Status	Live/Dead	Filing Date	Registration Date	Office Action Date	Office Action Deadline	Date of Response	NEXT ACTION DATE	Jurisdiction
86695094		MARODYNE (re-file)	Marodyne Medical, LLC	Jillian Feltham	Principal		Pending <sup>2</sup>	7/16/2015						
86674563		"Stand Tall"	Laser Spine Institute	Scott D. Locke	Principal	Registered	LIVE	6/25/2015	2/2/2016				2/2/2021	United States
86424853		LSI (Letters)	Laser Spine Institute, LLC AKA Laser Spine Institute or LSI	Scott D. Locke	Principal		Pending	10/15/2014						United States
86358544		"LSI" (old-logo re-file)	Laser Spine Institute, LLC AKA LSI Laser Spine Institute	Scott D. Locke	Principal		Pending	8/6/2014						United States
77390847	3478447	"Laser Spine Institute"	Laser Spine Institute, LLC DBA Laser Spine Institute LIMITED LIABILITY COMPANY FLORIDA	Jillian Feltham	Supplemental	Registered	LIVE	2/7/2008	7/29/2008	5/23/2008	11/23/2008	6/23/2008	4/7/2019	United States
86401849	4731409	Give & Grub	LSI Management Company, LLC	Scott D. Locke	Principal	Registered	LIVE	9/22/2014	5/5/2015				5/5/2020	United States
86394395	4703864	"Vertical Lines" Logo	Lasers Spine Institute, LLC. Laser Spine Institute, LSI	Scott D. Locke	Principal	Registered	LIVE	9/15/2014	3/17/2015				3/17/2020	United States
77457105	3673997	"Take Your Life Back"	Laser Spine Institute, LLC LIMITED LIABILITY COMPANY FLORIDA	Jillian Feltham	Principal	Registered	LIVE	4/28/2008	8/25/2009	1/22/2009	7/22/2009	7/10/2009	9/25/2019	United States
77750030	3846214	"Total Spine Care"	Laser Spine Institute, LLC LIMITED LIABILITY COMPANY FLORIDA	Jillian Feltham	Principal	Registered	LIVE	6/2/2009	9/7/2010				3/7/2017	United States
85165194	3977511	RegenaDISC (Name)	Laser Spine Institute, LLC AKA LSI and Laser Spine Institute LIMITED LIABILITY COMPANY FLORIDA	Jillian Feltham	Principal	Registered	LIVE	10/29/2010	6/14/2011				6/14/2017	United States
85273127	4062683	The Spine Foundation (Logo)	The Spine Foundation Inc. DBA The Spine Foundation Phil Garcia, USA_Board Member Ray Monteleone, USA-Board Member non-profit corporation FLORIDA	Jillian Feltham	Principal	Registered	LIVE	3/22/2011	11/29/2011	6/30/2011	12/30/2011	7/5/2011	11/29/2017	United States
85273050	4104490	"Aspen Back and Body"	Laser Spine Institute, LLC DBA Laser Spine Institute LIMITED LIABILITY COMPANY FLORIDA	Jillian Feltham	Principal	Registered	LIVE	3/22/2011	2/28/2012	5/24/2011	11/24/2011	10/13/2011	2/28/2017	United States
85064233	4155869	"The Leader In Endoscopic Spine Surgery"	Laser Spine Institute, LLC LIMITED LIABILITY COMPANY FLORIDA	Jillian Feltham	Supplemental	Registered	LIVE	6/16/2010	6/5/2012				6/5/2017	United States
85120996	4195200	"Relief Rock"	Laser Spine Institute, LLC LIMITED LIABILITY COMPANY FLORIDA	Jillian Feltham	Principal	Registered	LIVE	9/1/2010	8/21/2012	12/22/2010	6/22/2011	2/22/2011	8/21/2017	United States
85572875	4265969	"Minimally Invasive Stabilization"	Laser Spine Institute, LLC LIMITED LIABILITY COMPANY FLORIDA	Jillian Feltham	Supplemental	Registered	LIVE	3/19/2012	12/25/2012	6/2/2012	12/2/2012	11/1/2012	12/25/2017	United States
85683885	4316307	Re-Registration of "Laser Spine Institute"	Laser Spine Institute, LLC AKA "Laser Spine Institute" or "LSI" LIMITED LIABILITY COMPANY FLORIDA	Jillian Feltham	Principal	Registered	LIVE	7/23/2012	4/9/2013	11/25/2012	5/25/2013	11/27/2012	4/9/2018	United States

<sup>2</sup> This trademark is pending assignment as part of Marodyne's Asset Purchase Agreement.

85685547	4316347	Combination Mark (Logo+Name+Leader in Endoscopic Spine Surgery)	Laser Spine Institute, LLC AKA Laser Spine Institute or LSI LIMITED LIABILITY COMPANY FLORIDA	Jillian Feltham	Principal	Registered	LIVE	7/24/2012	4/9/2013	11/25/2012	5/25/2013	11/27/2012	4/9/2018	United States
85850827	4406738	From you. For a better you.	Laser Spine Institute, LLC AKA "Laser Spine Institute" or "LSI" LIMITED LIABILITY COMPANY FLORIDA	Jillian Feltham	Principal	Registered	LIVE	2/15/2013	9/24/2013				9/24/2018	United States
85693451	4433611	"Momentum Medical"	Laser Spine Institute, LLC AKA "Laser Spine Institute" or "LSI" LIMITED LIABILITY COMPANY FLORIDA	Jillian Feltham	Principal	Registered	LIVE	8/2/2012	11/12/2013	2/16/2013	8/26/2013	8/23/2013	11/12/2018	United States
85850837	4421103	RegenaDISC Name + Slogan Combo	Laser Spine Institute, LLC AKA Laser Spine Institute or LSI LIMITED LIABILITY COMPANY FLORIDA	Jillian Feltham	Principal	Registered	LIVE	2/15/2013	10/22/2013	6/8/2013	12/8/2013	6/11/2013	10/22/2018	United States
85693437	4456039	"Momentum Medical Solutions"	Laser Spine Institute, LLC AKA "Laser Spine Institute" or "LSI" LIMITED LIABILITY COMPANY FLORIDA	Jillian Feltham	Principal	Registered	LIVE	8/2/2012	12/24/2013	4/16/2013	10/16/2013	10/11/2013	12/24/2018	United States
86090995	4537349	"Go from a life of back pain to a lifetime of living"	Laser Spine Institute, LLC LIMITED LIABILITY COMPANY FLORIDA	Jillian Feltham	Principal	Registered	LIVE	10/14/2013	5/27/2014				5/27/2019	United States
86365011		"LivMD" (re-file)	Laser Spine Institute, LLC AKA Laser Spine Institute LSI	Jillian Feltham	Principal		Pending <sup>3</sup>	8/13/2014		7/30/2015	8/24/2016	8/19/2016	2/24/2017	United States
86785884	4987533	Bandage in circle with color	Laser Spine Institute, LLC AKA Laser Spine Institute LSI	Scott D. Locke	Principal	Pending	LIVE	10/13/2015	6/28/2016				6/28/2022	United States
86785888		"Less than 1-inch incision" with bandage (no color)	Laser Spine Institute, LLC AKA Laser Spine Institute LSI	Scott D. Locke	Principal	Pending		10/13/2015		7/5/2016	1/5/2017	8/1/2016		United States
1615159	TMA894, 234	"Laser Spine Institute The Leader In Endoscopic Spine Surgery"	Laser Spine Institute, LLC		Principal	Registered	LIVE	2/21/2013	1/16/2015				1/16/2030	Canada
1618657	TMA939, 590	RegenaDISC & Design (logo)	Laser Spine Institute, LLC		Principal	Registered	LIVE	3/19/2013	6/2/2016	12/24/2015	6/24/2016	5/31/2016	6/2/2031	Canada

<sup>3</sup> This trademark is pending assignment as part of Marodyne's Asset Purchase Agreement.

## Patents

Case #	Title	Owner	Country	Case Type	Application	Filing Date	Publication #	Publication Date	Patent #	Issue Date	Status
LASERSP 0005-PCT	Formaninoplasty Device	Laser Spine Surgical Center, LLC	Patent Cooperation Treaty	ORD	PCT/US12/20257	5-Jan-12	WO 2012102842	2-Aug-12			Published
LASERSP 0006-PCT	Regeneration of Spinal Discs	Laser Spine Institute, LLC	Patent Cooperation Treaty	ORD	PCT/US2014/014404	3-Feb-14	WO 2014/123803	14-Aug-14			Published
	Regeneration of Spinal Discs	Laser Spine Institute, LLC	Uruguay		35.316	8-Feb-13					Pending
LASERSP 0006-US	Regeneration of Spinal Discs	Laser Spine Institute, LLC	United States of America	PR1	13/762,471	3-Feb-13	2014/02272240	14-Aug-14	9,114,190	25-Aug-15	Published
LASERSP 0006-CA	Regeneration of Spinal Discs		Canada		PCT/US2014/014404	3-Feb-14					Pending
LASERSP 0006-US1	Regeneration of Spinal Discs (re-file)	Laser Spine Institute, LLC	United States of America		14/699,349	29-Apr-15					Pending

## Domain Names

<b>Domain Name</b>	<b>Create Date</b>	<b>Status</b>	<b>Privacy</b>
ARTHRITISINTHESPINE.COM	3/12/2007	Active	Private
ASPENBACKINSTITUTE.COM	7/9/2006	Active	Public
AVOIDINGBACKPAIN.COM	1/20/2008	Active	Private
BACKINJURYSPORTS.COM	7/8/2009	Active	Public
BACKINJURYSPORTS.INFO	7/8/2009	Active	Public
BACKINJURYSPORTS.NET	7/8/2009	Active	Public
BACKLASERSURGERY.COM	7/8/2009	Active	Public
BACKLASERSURGERY.INFO	7/8/2009	Active	Public
BACKLASERSURGERY.NET	7/8/2009	Active	Public
BACKPAINARIZONA.COM	7/8/2009	Active	Public
BACKPAINCALIFORNIA.COM	7/8/2009	Active	Public
BACKPAINCANADA.NET	7/8/2009	Active	Public
BACKPAINFLORIDA.NET	7/8/2009	Active	Public
BACKPAINGEORGIA.NET	7/8/2009	Active	Public
BACKPAININTERNATIONAL.NET	7/8/2009	Active	Public
BACKPAINPENNSYLVANIA.COM	7/8/2009	Active	Public
BACKPAINPHILADELPHIA.COM	7/8/2009	Active	Public
BACKPAINSURGERY.INFO	7/8/2009	Active	Public
BACKPAINTEXAS.NET	7/8/2009	Active	Public
BACKSPORTSINJURY.INFO	7/8/2009	Active	Public
BACKSPORTSINJURY.NET	7/8/2009	Active	Public
BACKSURGERY-INFO.INFO	7/16/2007	Active	Private
BACKSURGERYALTERNATIVES.INFO	7/8/2009	Active	Public
BACKSURGERYALTERNATIVES.NET	7/8/2009	Active	Public
BACKSURGERYFORUM.COM	3/26/2007	Active	Public
BACKSURGERYRECOVERY.COM	7/8/2009	Active	Public
BACKSURGERYRECOVERY.INFO	7/8/2009	Active	Public
BACKSURGERYRECOVERY.NET	7/8/2009	Active	Public
BODYLIV.COM	5/23/2012	Active	Public
BONESPURBACK.COM	1/14/2011	Active	Public
BONESPURSINFO.COM	5/29/2007	Active	Private
BULGING-DISC-INFO.COM	10/19/2007	Active	Private
BULGING-DISC.INFO	4/22/2007	Active	Public
BULGINGDISCBACK.COM	1/14/2011	Active	Public
CELLINGTREATMENTCENTERS.COM	2/19/2010	Active	Public
CHRONICBACKPAIN TREATMENT.INFO	7/8/2009	Active	Public
DEGENERATIVE-DISC.COM	4/22/2007	Active	Public
DEGENERATIVE-DISC.INFO	4/22/2007	Active	Public
DEGENERATIVEDISC.INFO	3/12/2007	Active	Private

DEGENERATIVEDISCBACK.COM	1/14/2011	Active	Public
DISC-HERNIATED.COM	6/17/2006	Active	Public
DISCHERNIATED.COM	6/17/2006	Active	Public
DISKECTOMY.INFO	4/22/2007	Active	Public
FACET-DISEASE.COM	4/22/2007	Active	Public
FACET-DISEASE.INFO	4/22/2007	Active	Public
FACET-DISEASE.NET	1/14/2011	Active	Public
FACETDISEASEFACTS.COM	1/15/2008	Active	Private
FACETTHERMALABLATION.COM	4/22/2007	Active	Public
FACETTHERMALABLATION.INFO	4/22/2007	Active	Public
FAILEDBACKSURGERY.NET	7/8/2009	Active	Public
FAILEDOPENBACKSURGERY.INFO	7/8/2009	Active	Public
FAILEDOPENBACKSURGERY.NET	7/8/2009	Active	Public
FAILEDSPINESURGERY.INFO	7/8/2009	Active	Public
FAILEDSPINESURGERY.NET	7/8/2009	Active	Public
FORAMINAL-STENOSIS.COM	4/22/2007	Active	Public
FORAMINAL-STENOSIS.INFO	4/22/2007	Active	Public
HEALTHYSPINEEXERCISES.COM	1/11/2013	Active	Public
HERNIATED-DISC-INFO.COM	1/14/2011	Active	Public
HERNIATEDDISKTREATMENTS.COM	5/29/2007	Active	Private
INFO-ON-BACK-PAIN.COM	2/12/2007	Active	Private
INFO-ON-SCIATICA.INFO	8/22/2007	Active	Private
LAMINOTOMY.INFO	4/22/2007	Active	Public
LASERSCOPIC.COM	7/11/2013	Active	Public
LASERSCOPIC.INFO	7/11/2013	Active	Public
LASERSCOPIC.NET	7/11/2013	Active	Public
LASERSCOPIC.ORG	7/11/2013	Active	Public
LASERSCOPICSPINE.COM	7/11/2013	Active	Public
LASERSCOPICSPINEINSTITUTE.COM	7/11/2013	Active	Public
LASERSCOPICSPINESURGEON.COM	7/11/2013	Active	Public
LASERSCOPICSPINESURGEONS.COM	7/11/2013	Active	Public
LASERSCOPICSPINESURGERY.COM	7/11/2013	Active	Public
LASERSPINALSURGERY.INFO	7/8/2009	Active	Public
LASERSPINALSURGERY.NET	7/8/2009	Active	Public
LASERSPINE.BIZ	2/8/2008	Active	Public
LASERSPINE.INFO	2/8/2008	Active	Public
LASERSPINE.NET	11/15/2011	Active	Private
LASERSPINE.US	2/8/2008	Active	Public
LASERSPINECHICAGO.NET	7/11/2013	Active	Public
LASERSPINECOMPLAINTS.COM	6/12/2013	Active	Public
LASERSPINECONSULTING.COM	12/8/2011	Active	Public

LASERSPINEDOCTORS.COM	1/11/2013	Active	Public
LASERSPINEFOUNDATION.COM	8/23/2010	Active	Public
LASERSPINEFOUNDATION.ORG	8/23/2010	Active	Public
LASERSPINEGOLF.COM	11/18/2010	Active	Public
LASERSPINEINFO.COM	11/13/2009	Active	Public
LASERSPINEINSTITUTE.BIZ	10/19/2006	Active	Public
LASERSPINEINSTITUTE.CC	10/19/2006	Active	Public
LASERSPINEINSTITUTE.INFO	10/19/2006	Active	Public
LASERSPINEINSTITUTE.ME	12/13/2009	Active	Public
LASERSPINEINSTITUTE.MOBI	10/19/2006	Active	Public
LASERSPINEINSTITUTE.NAME	10/19/2006	Active	Public
LASERSPINEINSTITUTE.NET	6/17/2006	Active	Public
LASERSPINEINSTITUTE.ORG	6/17/2006	Active	Public
LASERSPINEINSTITUTE.TV	10/19/2006	Active	Public
LASERSPINEINSTITUTE.US	10/19/2006	Active	Public
LASERSPINEINSTITUTE.WS	10/19/2006	Active	Public
LASERSPINEINSTITUTECHICAGO.COM	7/11/2013	Active	Public
LASERSPINEINSTITUTECHICAGO.INFO	7/11/2013	Active	Public
LASERSPINEINSTITUTECHICAGO.NET	7/11/2013	Active	Public
LASERSPINEINSTITUTECOMPLAINTS.COM	3/31/2010	Active	Public
LASERSPINEINSTITUTECONSULTING.COM	12/8/2011	Active	Public
LASERSPINEINSTITUTEFRAUD.COM	3/31/2010	Active	Public
LASERSPINEINSTITUTEHOUSTON.COM	3/6/2013	Active	Public
LASERSPINEINSTITUTEHOUSTON.INFO	3/6/2013	Active	Public
LASERSPINEINSTITUTEHOUSTON.NET	3/6/2013	Active	Public
LASERSPINEINSTITUTEHOUSTON.ORG	3/6/2013	Active	Public
LASERSPINEINSTITUTELAWSUITS.COM	3/31/2010	Active	Public
LASERSPINEINSTITUTELOCATIONS.COM	1/11/2013	Active	Public
LASERSPINEINSTITUTEOHIO.COM	10/12/2010	Active	Private
LASERSPINEINSTITUTEOKLAHOMA.COM	8/23/2010	Active	Private
LASERSPINEINSTITUTEREVIEWS.COM	3/31/2010	Active	Public
LASERSPINEINSTITUTESCAM.COM	3/31/2010	Active	Public
LASERSPINEINSTITUTETAMPA.COM	6/28/2010	Active	Private
LASERSPINELOCATIONS.COM	1/11/2013	Active	Public
LASERSPINEMALPRACTICE.COM	6/12/2013	Active	Public
LASERSPINEMALPRACTICE.INFO	6/12/2013	Active	Public
LASERSPINEMALPRACTICE.NET	6/12/2013	Active	Public
LASERSPINEMALPRACTICE.ORG	6/12/2013	Active	Public
LASERSPINENEWSROOM.COM	1/11/2013	Active	Public
LASERSPINEREVIEWS.COM	6/12/2013	Active	Public
LASERSPINEREVIEWS.INFO	6/12/2013	Active	Public

LASERSPINEREVIEWS.NET	6/12/2013	Active	Public
LASERSPINEREVIEWS.ORG	6/12/2013	Active	Public
LASERSPINESURGERY-INFO.COM	2/26/2008	Active	Private
LASERSPINESURGERY.INFO	7/8/2009	Active	Public
LASERSPINESURGERYREVIEWS.COM	6/12/2013	Active	Public
LASERSPINESURGERYREVIEWS.INFO	6/12/2013	Active	Public
LASERSPINESURGERYREVIEWS.NET	6/12/2013	Active	Public
LASERSPINESURGERYREVIEWS.ORG	6/12/2013	Active	Public
LASERSPINEWELLNESS.COM	2/15/2013	Active	Public
LASERSPINEWELLNESS.INFO	2/15/2013	Active	Public
LASERSPINEWELLNESS.NET	2/15/2013	Active	Public
LASERSPINEWELLNESS.ORG	2/15/2013	Active	Public
LOWERBACK-PAIN.INFO	7/16/2007	Active	Private
LSI-JAX.COM	7/16/2009	Active	Public
LSIBRADENTON.COM	7/16/2009	Active	Public
LSICALLCENTER.COM	6/5/2007	Active	Public
LSICALLCENTER.INFO	6/5/2007	Active	Public
LSICAREERS.COM	3/11/2009	Active	Public
LSICONULTATION.COM	9/22/2009	Active	Private
LSIDOCTORS.COM	1/11/2013	Active	Public
LSIEXPERIENCE.COM	7/20/2009	Active	Public
LSIEXPERIENCE.INFO	7/21/2009	Active	Public
LSIFLAGSTAFF.COM	7/16/2009	Active	Public
LSILOCATIONS.COM	1/11/2013	Active	Public
LSIMD.MOBI	3/13/2008	Active	Public
LSIMELBOURNE.COM	7/16/2009	Active	Public
LSIMIAMI.COM	7/16/2009	Active	Public
LSINAPLES.COM	7/16/2009	Active	Public
LSINEWSROOM.COM	1/11/2013	Active	Public
LSIOCALA.COM	7/16/2009	Active	Public
LSIORLANDO.COM	7/16/2009	Active	Public
LSIPHILADELPHIA.COM	12/15/2008	Active	Public
LSIPHILLY.COM	12/15/2008	Active	Private
LSIPHYSICIANRELATIONS.COM	8/5/2011	Active	Public
LSIPRESCOTT.COM	7/16/2009	Active	Public
LSISARASOTA.COM	7/16/2009	Active	Public
LSISCOTTSDALE.COM	11/26/2008	Active	Private
LSITAMPA.COM	12/15/2008	Active	Public
LSITUCSON.COM	7/16/2009	Active	Public
LSIVILLAGES.COM	7/16/2009	Active	Private
LSIWESTCOAST.COM	3/26/2009	Active	Private



LSIYUMA.COM	7/16/2009	Active	Public
MYLASERSPINE.COM	6/12/2013	Active	Public
MYSPIINALDOCTOR.COM	6/12/2013	Active	Public
MYSPIINALDOCTORS.COM	6/12/2013	Active	Public
MYSPIINECONSULT.COM	12/13/2011	Active	Public
NECKBONESPURS.INFO	4/22/2007	Active	Public
NECKSPURSSURGERY.COM	1/31/2008	Active	Private
NERVE-PINCHED.COM	6/20/2006	Active	Public
NERVE-SCIATICA.COM	4/22/2007	Active	Public
NERVE-SCIATICA.INFO	4/22/2007	Active	Public
NORTHAMERICANLASERSCOPICSPINEINSTITUTE.COM	7/11/2013	Active	Public
NORTHAMERICANLASERSCOPICSPINEINSTITUTE.NET	7/11/2013	Active	Public
NUTRISPINE.COM	3/8/2011	Active	Public
OPTIMUM360.COM	12/14/2011	Active	Public
ORTHOPEDICSPINALSURGERY.COM	7/8/2009	Active	Public
ORTHOPEDICSPINALSURGERY.INFO	7/8/2009	Active	Public
ORTHOPEDICSPINALSURGERY.NET	7/8/2009	Active	Public
PAINFULBACKCONDITIONS.COM	1/15/2008	Active	Private
PERCUTANEOUSARTHROSCOPICDISCECTOMY.COM	4/22/2007	Active	Public
PERCUTANEOUSARTHROSCOPICDISCECTOMY.INFO	4/22/2007	Active	Public
PINCHEDNERVESPIINE.COM	1/14/2011	Active	Public
REGENADISC.COM	8/6/2010	Active	Public
REVITAWELL.COM	10/29/2012	Active	Public
RUPTUREDDISCINFO.COM	1/31/2008	Active	Private
SCAR-TISSUE-FACTS.COM	10/19/2007	Active	Private
SCAR-TISSUE.INFO	4/22/2007	Active	Public
SCIATICA-INFO.COM	1/14/2011	Active	Public
SEMINARIODEESPALDA.COM	2/20/2009	Active	Public
SPINAL-ARTHRITIS.NET	1/14/2011	Active	Public
SPINAL-FUSION-ALTERNATIVE.COM	4/22/2007	Active	Public
SPINAL-FUSION-ALTERNATIVE.INFO	4/22/2007	Active	Public
SPINAL-FUSION.INFO	4/22/2007	Active	Public
SPINALDECOMPRESSIONINFO.COM	1/31/2008	Active	Private
SPINALFUSIONALTERNATIVE.COM	1/31/2008	Active	Private
SPINALINJURYTREATMENT.COM	7/8/2009	Active	Public
SPINALINJURYTREATMENT.INFO	7/8/2009	Active	Public
SPINALINJURYTREATMENT.NET	7/8/2009	Active	Public
SPINALSTENOSIS-INFO.COM	1/14/2011	Active	Public
SPINE-EXERCISES.COM	1/11/2013	Active	Public
SPINE-SURGEONS.INFO	8/22/2007	Active	Private
SPINEARTHRTITIS.INFO	4/22/2007	Active	Public

SPINEINSTITUTE.INFO	7/8/2009	Active	Public
SPINEINSTITUTE.US	7/8/2009	Active	Public
SPINEMD.BIZ	2/8/2008	Active	Public
SPINEMD.TV	2/7/2008	Active	Public
SPINESEMINAR.COM	10/24/2008	Active	Private
SPINESURGERY.BIZ	7/8/2009	Active	Public
SPINESURGERYLEADER.COM	7/5/2011	Active	Public
SPONDYLOLISTHESISBACK.COM	1/14/2011	Active	Public
STENOSIS-FORAMINAL.COM	1/15/2008	Active	Private
STENOSIS-SPINAL.COM	6/20/2006	Active	Public
STENOSIS-SPINAL.INFO	4/22/2007	Active	Public
SUCCESSFULBACKSURGERY.COM	7/8/2009	Active	Public
SUCCESSFULBACKSURGERY.INFO	7/8/2009	Active	Public
SUCCESSFULSPINESURGERY.COM	7/8/2009	Active	Public
SUCCESSFULSPINESURGERY.INFO	7/8/2009	Active	Public
SUCCESSFULSPINESURGERY.NET	7/8/2009	Active	Public
SUELASERSPINE.COM	6/12/2013	Active	Public
SUELASERSPINE.INFO	6/12/2013	Active	Public
SUELASERSPINE.NET	6/12/2013	Active	Public
SUELASERSPINE.ORG	6/12/2013	Active	Public
SUELASERSPINEINSTITUTE.COM	6/12/2013	Active	Public
SUELASERSPINEINSTITUTE.INFO	6/12/2013	Active	Public
SUELASERSPINEINSTITUTE.NET	6/12/2013	Active	Public
SUELASERSPINEINSTITUTE.ORG	6/12/2013	Active	Public
SURGERY-LUMBAR.COM	2/26/2008	Active	Private
THESPINALCOLUMNS.COM	5/8/2008	Active	Private
THESPINEFOUNDATION.COM	6/16/2011	Active	Public
THESPINEFOUNDATION.ORG	2/14/2011	Active	Public
THESTEMCELLCLINIC.COM	2/5/2013	Active	Public
TOTALBACKBODY.COM	11/10/2010	Active	Public
TOTALSPINECARE.BIZ	6/13/2009	Active	Public
TOTALSPINECARE.INFO	6/13/2009	Active	Public
TOTALSPINECARE.MOBI	6/13/2009	Active	Public
TOTALSPINECARE.ORG	6/13/2009	Active	Public
TOTALSPINECARE.WS	6/13/2009	Active	Public
TOTALSPINEHEALTH.BIZ	1/13/2009	Active	Public
TOTALSPINEHEALTH.COM	1/13/2009	Active	Public
TOTALSPINEHEALTH.INFO	1/13/2009	Active	Public
TOTALSPINEHEALTH.ME	1/13/2009	Active	Public
TOTALSPINEHEALTH.MOBI	1/13/2009	Active	Public
TOTALSPINEHEALTH.NET	1/13/2009	Active	Public

TOTALSPINEHEALTH.ORG	1/13/2009	Active	Public
TOTALSPINEHEALTH.TV	1/13/2009	Active	Public
TOTALSPINEHEALTH.US	1/13/2009	Active	Public
TOTALSPINEHEALTH.WS	1/13/2009	Active	Public
TREATBACKPAIN.NET	7/8/2009	Active	Public
VIBILITY.COM	8/27/2012	Active	Public
BACKSURGERYSANANTONIO.COM	7/25/2013	Active	Public
BACKSURGERYSANANTONIO.INFO	7/25/2013	Active	Public
BACKSURGERYSANANTONIO.NET	7/25/2013	Active	Public
BACKSURGERYSANANTONIO.ORG	7/25/2013	Active	Public
LASER-SPINE-INSTITUTE-CENTERS.COM	12/16/2013	Active	Public
LASER-SPINE-INSTITUTE-COMPLAINTS.COM	12/16/2013	Active	Public
LASER-SPINE-INSTITUTE-LAWSUITS.COM	12/16/2013	Active	Public
LASER-SPINE-INSTITUTE-SCAM.COM	12/16/2013	Active	Public
LASER-SPINE-INSTITUTE.CO	12/16/2013	Active	Public
LASER-SPINE-INSTITUTE.ORG	12/16/2013	Active	Public
LASERBACKINSTITUTE.COM	4/14/2008	Active	Private
LASERSCOPICSPINE.INFO	7/11/2013	Active	Public
LASERSCOPICSPINE.NET	7/11/2013	Active	Public
LASERSCOPICSPINE.ORG	7/11/2013	Active	Public
LASERSCOPICSPINEINSTITUTE.INFO	7/11/2013	Active	Public
LASERSCOPICSPINEINSTITUTE.NET	7/11/2013	Active	Public
LASERSCOPICSPINEINSTITUTE.ORG	7/11/2013	Active	Public
LASERSCOPICSPINESURGEON.INFO	7/11/2013	Active	Public
LASERSCOPICSPINESURGEON.NET	7/11/2013	Active	Public
LASERSCOPICSPINESURGEON.ORG	7/11/2013	Active	Public
LASERSCOPICSPINESURGEONS.INFO	7/11/2013	Active	Public
LASERSCOPICSPINESURGEONS.NET	7/11/2013	Active	Public
LASERSCOPICSPINESURGEONS.ORG	7/11/2013	Active	Public
LASERSCOPICSPINESURGERY.INFO	7/11/2013	Active	Public
LASERSCOPICSPINESURGERY.NET	7/11/2013	Active	Public
LASERSCOPICSPINESURGERY.ORG	7/11/2013	Active	Public
LASERSPINEATLANTA.COM	9/19/2013	Active	Public
LASERSPINEATLANTA.INFO	9/19/2013	Active	Public
LASERSPINEATLANTA.NET	9/19/2013	Active	Public
LASERSPINEATLANTA.ORG	9/19/2013	Active	Public
LASERSPINEBOSTON.COM	10/31/2013	Active	Public
LASERSPINEBOSTON.INFO	10/31/2013	Active	Public
LASERSPINEBOSTON.NET	10/31/2013	Active	Public
LASERSPINEBOSTON.ORG	10/31/2013	Active	Public
LASERSPINECINCINNATI.COM	9/19/2013	Active	Public

LASERSPINECINCINNATI.INFO	9/19/2013	Active	Public
LASERSPINECINCINNATI.NET	9/19/2013	Active	Public
LASERSPINECINCINNATI.ORG	9/19/2013	Active	Public
LASERSPINECLEVELAND.COM	9/19/2013	Active	Public
LASERSPINECLEVELAND.INFO	9/19/2013	Active	Public
LASERSPINECLEVELAND.NET	9/19/2013	Active	Public
LASERSPINECLEVELAND.ORG	9/19/2013	Active	Public
LASERSPINEDC.COM	9/19/2013	Active	Public
LASERSPINEDC.INFO	9/19/2013	Active	Public
LASERSPINEDC.NET	9/19/2013	Active	Public
LASERSPINEDC.ORG	9/19/2013	Active	Public
LASERSPINEDENVER.COM	9/19/2013	Active	Public
LASERSPINEDENVER.INFO	9/19/2013	Active	Public
LASERSPINEDENVER.NET	9/19/2013	Active	Public
LASERSPINEDENVER.ORG	9/19/2013	Active	Public
LASERSPINEHEALTHINSTITUTE.ORG	12/16/2013	Active	Public
laserspineinstitute.la	12/16/2013	Active	Public
LASERSPINEINSTITUTEATLANTA.COM	9/19/2013	Active	Public
LASERSPINEINSTITUTEATLANTA.INFO	9/19/2013	Active	Public
LASERSPINEINSTITUTEATLANTA.NET	9/19/2013	Active	Public
LASERSPINEINSTITUTEATLANTA.ORG	9/19/2013	Active	Public
LASERSPINEINSTITUTEBOSTON.COM	10/31/2013	Active	Public
LASERSPINEINSTITUTEBOSTON.INFO	10/31/2013	Active	Public
LASERSPINEINSTITUTEBOSTON.NET	10/31/2013	Active	Public
LASERSPINEINSTITUTEBOSTON.ORG	10/31/2013	Active	Public
LASERSPINEINSTITUTECENTER.CO	12/16/2013	Active	Public
LASERSPINEINSTITUTECENTER.COM	12/16/2013	Active	Public
LASERSPINEINSTITUTECENTER.NET	12/16/2013	Active	Public
LASERSPINEINSTITUTECENTERS.CO	12/16/2013	Active	Public
LASERSPINEINSTITUTECENTERS.INFO	12/16/2013	Active	Public
LASERSPINEINSTITUTECENTERS.NET	12/16/2013	Active	Public
LASERSPINEINSTITUTECENTERS.ORG	12/16/2013	Active	Public
LASERSPINEINSTITUTECHICAGO.ORG	7/11/2013	Active	Public
LASERSPINEINSTITUTECINCINNATI.COM	9/19/2013	Active	Public
LASERSPINEINSTITUTECINCINNATI.INFO	9/19/2013	Active	Public
LASERSPINEINSTITUTECINCINNATI.NET	9/19/2013	Active	Public
LASERSPINEINSTITUTECINCINNATI.ORG	9/19/2013	Active	Public
LASERSPINEINSTITUTECLASSACTION.COM	12/16/2013	Active	Public
LASERSPINEINSTITUTECLASSACTION.INFO	12/16/2013	Active	Public
LASERSPINEINSTITUTECLASSACTION.NET	12/16/2013	Active	Public
LASERSPINEINSTITUTECLASSACTION.ORG	12/16/2013	Active	Public

LASERSPINEINSTITUTECLASSACTIONLAWSUIT.COM	12/16/2013	Active	Public
LASERSPINEINSTITUTECLASSACTIONLAWSUIT.INFO	12/16/2013	Active	Public
LASERSPINEINSTITUTECLASSACTIONLAWSUIT.NET	12/16/2013	Active	Public
LASERSPINEINSTITUTECLASSACTIONLAWSUIT.ORG	12/16/2013	Active	Public
LASERSPINEINSTITUTELEVELAND.COM	9/19/2013	Active	Public
LASERSPINEINSTITUTELEVELAND.INFO	9/19/2013	Active	Public
LASERSPINEINSTITUTELEVELAND.NET	9/19/2013	Active	Public
LASERSPINEINSTITUTELEVELAND.ORG	9/19/2013	Active	Public
LASERSPINEINSTITUTECOMPLAINT.CO	12/16/2013	Active	Public
LASERSPINEINSTITUTECOMPLAINT.COM	12/16/2013	Active	Public
LASERSPINEINSTITUTECOMPLAINT.INFO	12/16/2013	Active	Public
LASERSPINEINSTITUTECOMPLAINT.NET	12/16/2013	Active	Public
LASERSPINEINSTITUTECOMPLAINT.ORG	12/16/2013	Active	Public
LASERSPINEINSTITUTECOMPLAINTS.CO	12/16/2013	Active	Public
LASERSPINEINSTITUTECOMPLAINTS.INFO	12/16/2013	Active	Public
LASERSPINEINSTITUTECOMPLAINTS.NET	12/16/2013	Active	Public
LASERSPINEINSTITUTECOMPLAINTS.ORG	12/16/2013	Active	Public
LASERSPINEINSTITUTEDALLAS.COM	10/31/2013	Active	Public
LASERSPINEINSTITUTEDALLAS.INFO	10/31/2013	Active	Public
LASERSPINEINSTITUTEDALLAS.NET	10/31/2013	Active	Public
LASERSPINEINSTITUTEDALLAS.ORG	10/31/2013	Active	Public
LASERSPINEINSTITUTEDC.COM	9/19/2013	Active	Public
LASERSPINEINSTITUTEDC.INFO	9/19/2013	Active	Public
LASERSPINEINSTITUTEDC.NET	9/19/2013	Active	Public
LASERSPINEINSTITUTEDC.ORG	9/19/2013	Active	Public
LASERSPINEINSTITUTEDENVER.COM	9/19/2013	Active	Public
LASERSPINEINSTITUTEDENVER.INFO	9/19/2013	Active	Public
LASERSPINEINSTITUTEDENVER.NET	9/19/2013	Active	Public
LASERSPINEINSTITUTEDENVER.ORG	9/19/2013	Active	Public
LASERSPINEINSTITUTEDOCTORS.COM	12/16/2013	Active	Public
LASERSPINEINSTITUTEDOCTORS.NET	12/16/2013	Active	Public
LASERSPINEINSTITUTEDOCTORS.ORG	12/16/2013	Active	Public
LASERSPINEINSTITUTEFOUNDATION.ORG	12/16/2013	Active	Public
LASERSPINEINSTITUTEKANSASCITY.COM	10/31/2013	Active	Public
LASERSPINEINSTITUTEKANSASCITY.INFO	10/31/2013	Active	Public
LASERSPINEINSTITUTEKANSASCITY.NET	10/31/2013	Active	Public
LASERSPINEINSTITUTEKANSASCITY.ORG	10/31/2013	Active	Public
LASERSPINEINSTITUTELAWSUIT.CO	12/16/2013	Active	Public
LASERSPINEINSTITUTELAWSUIT.COM	12/16/2013	Active	Public
LASERSPINEINSTITUTELAWSUIT.INFO	12/16/2013	Active	Public
LASERSPINEINSTITUTELAWSUIT.NET	12/16/2013	Active	Public

LASERSPINEINSTITUTELAWSUIT.ORG	12/16/2013	Active	Public
LASERSPINEINSTITUTELAWSUITS.CO	12/16/2013	Active	Public
LASERSPINEINSTITUTELAWSUITS.INFO	12/16/2013	Active	Public
LASERSPINEINSTITUTELAWSUITS.NET	12/16/2013	Active	Public
LASERSPINEINSTITUTELAWSUITS.ORG	12/16/2013	Active	Public
LASERSPINEINSTITUTEMALPRACTICE.CO	12/16/2013	Active	Public
LASERSPINEINSTITUTEMALPRACTICE.COM	12/16/2013	Active	Public
LASERSPINEINSTITUTEMALPRACTICE.INFO	12/16/2013	Active	Public
LASERSPINEINSTITUTEMALPRACTICE.NET	12/16/2013	Active	Public
LASERSPINEINSTITUTEMALPRACTICE.ORG	12/16/2013	Active	Public
LASERSPINEINSTITUTENASHVILLE.COM	9/19/2013	Active	Public
LASERSPINEINSTITUTENASHVILLE.INFO	9/19/2013	Active	Public
LASERSPINEINSTITUTENASHVILLE.NET	9/19/2013	Active	Public
LASERSPINEINSTITUTENASHVILLE.ORG	9/19/2013	Active	Public
LASERSPINEINSTITUTENEWYORK.COM	10/31/2013	Active	Public
LASERSPINEINSTITUTENEWYORK.INFO	10/31/2013	Active	Public
LASERSPINEINSTITUTENEWYORK.NET	10/31/2013	Active	Public
LASERSPINEINSTITUTENEWYORK.ORG	10/31/2013	Active	Public
LASERSPINEINSTITUTEOPERATION.COM	12/16/2013	Active	Public
LASERSPINEINSTITUTEOPERATIONS.COM	12/16/2013	Active	Public
LASERSPINEINSTITUTEOUTCOME.COM	12/16/2013	Active	Public
LASERSPINEINSTITUTEOUTCOMES.COM	12/16/2013	Active	Public
LASERSPINEINSTITUTEPROVIDENCE.COM	10/31/2013	Active	Public
LASERSPINEINSTITUTEPROVIDENCE.INFO	10/31/2013	Active	Public
LASERSPINEINSTITUTEPROVIDENCE.NET	10/31/2013	Active	Public
LASERSPINEINSTITUTEPROVIDENCE.ORG	10/31/2013	Active	Public
LASERSPINEINSTITUTERESULTS.COM	12/16/2013	Active	Public
LASERSPINEINSTITUTESANANTONIO.COM	7/25/2013	Active	Public
LASERSPINEINSTITUTESANANTONIO.INFO	7/25/2013	Active	Public
LASERSPINEINSTITUTESANANTONIO.NET	7/25/2013	Active	Public
LASERSPINEINSTITUTESANANTONIO.ORG	7/25/2013	Active	Public
LASERSPINEINSTITUTESCAM.CO	12/16/2013	Active	Public
LASERSPINEINSTITUTESCAM.INFO	12/16/2013	Active	Public
LASERSPINEINSTITUTESCAM.NET	12/16/2013	Active	Public
LASERSPINEINSTITUTESCAM.ORG	12/16/2013	Active	Public
LASERSPINEINSTITUTESCAMS.CO	12/16/2013	Active	Public
LASERSPINEINSTITUTESCAMS.COM	12/16/2013	Active	Public
LASERSPINEINSTITUTESCAMS.INFO	12/16/2013	Active	Public
LASERSPINEINSTITUTESCAMS.NET	12/16/2013	Active	Public
LASERSPINEINSTITUTESCAMS.ORG	12/16/2013	Active	Public
LASERSPINEINSTITUTESEATTLE.COM	10/31/2013	Active	Public

LASERSPINEINSTITUTESEATTLE.INFO	10/31/2013	Active	Public
LASERSPINEINSTITUTESEATTLE.NET	10/31/2013	Active	Public
LASERSPINEINSTITUTESEATTLE.ORG	10/31/2013	Active	Public
LASERSPINEINSTITUTESTLOUIS.COM	9/19/2013	Active	Public
LASERSPINEINSTITUTESTLOUIS.INFO	9/19/2013	Active	Public
LASERSPINEINSTITUTESTLOUIS.NET	9/19/2013	Active	Public
LASERSPINEINSTITUTESTLOUIS.ORG	9/19/2013	Active	Public
LASERSPINEINSTITUTESURGEONS.CO	12/16/2013	Active	Public
LASERSPINEINSTITUTESURGEONS.COM	12/16/2013	Active	Public
LASERSPINEINSTITUTESURGEONS.INFO	12/16/2013	Active	Public
LASERSPINEINSTITUTESURGEONS.NET	12/16/2013	Active	Public
LASERSPINEINSTITUTESURGEONS.ORG	12/16/2013	Active	Public
LASERSPINEINSTITUTETREATMENT.COM	12/16/2013	Active	Public
LASERSPINEINSTITUTETREATMENT.INFO	12/16/2013	Active	Public
LASERSPINEINSTITUTETREATMENT.NET	12/16/2013	Active	Public
LASERSPINEINSTITUTETREATMENT.ORG	12/16/2013	Active	Public
LASERSPINEKANSASCITY.COM	10/31/2013	Active	Public
LASERSPINEKANSASCITY.INFO	10/31/2013	Active	Public
LASERSPINEKANSASCITY.NET	10/31/2013	Active	Public
LASERSPINEKANSASCITY.ORG	10/31/2013	Active	Public
LASERSPINENASHVILLE.COM	9/19/2013	Active	Public
LASERSPINENASHVILLE.INFO	9/19/2013	Active	Public
LASERSPINENASHVILLE.NET	9/19/2013	Active	Public
LASERSPINENASHVILLE.ORG	9/19/2013	Active	Public
LASERSPINENEWYORK.COM	10/31/2013	Active	Public
LASERSPINENEWYORK.INFO	10/31/2013	Active	Public
LASERSPINENEWYORK.NET	10/31/2013	Active	Public
LASERSPINENEWYORK.ORG	10/31/2013	Active	Public
LASERSPINEPROVIDENCE.COM	10/31/2013	Active	Public
LASERSPINEPROVIDENCE.INFO	10/31/2013	Active	Public
LASERSPINEPROVIDENCE.NET	10/31/2013	Active	Public
LASERSPINEPROVIDENCE.ORG	10/31/2013	Active	Public
LASERSPINESEATTLE.COM	10/31/2013	Active	Public
LASERSPINESEATTLE.INFO	10/31/2013	Active	Public
LASERSPINESEATTLE.NET	10/31/2013	Active	Public
LASERSPINESEATTLE.ORG	10/31/2013	Active	Public
LASERSPINESTLOUIS.COM	9/19/2013	Active	Public
LASERSPINESTLOUIS.INFO	9/19/2013	Active	Public
LASERSPINESTLOUIS.NET	9/19/2013	Active	Public
LASERSPINESTLOUIS.ORG	9/19/2013	Active	Public
LIGHTBEAMSPINEINSTITUTESCAM.CO	12/16/2013	Active	Public



LSI-HOUSTON.COM	12/10/2013	Active	Public
LSIHOUSTON.NET	12/10/2013	Active	Private
LSIHOUSTON.ORG	12/10/2013	Active	Public
LSIKANSASCITY.COM	10/31/2013	Active	Public
LSIKANSASCITY.INFO	10/31/2013	Active	Public
LSIKANSASCITY.NET	10/31/2013	Active	Public
LSIKANSASCITY.ORG	10/31/2013	Active	Public
LSINEWSROOM.NET	12/16/2013	Active	Public
LSIOKLAHOMACITY.COM	12/10/2013	Active	Public
LSIOKLAHOMACITY.INFO	12/10/2013	Active	Public
LSIOKLAHOMACITY.NET	12/10/2013	Active	Public
LSIOKLAHOMACITY.ORG	12/10/2013	Active	Public
LSIPROVIDENCE.COM	10/31/2013	Active	Public
LSIPROVIDENCE.INFO	10/31/2013	Active	Public
LSIPROVIDENCE.NET	10/31/2013	Active	Public
LSIPROVIDENCE.ORG	10/31/2013	Active	Public
LSISEATTLE.COM	10/31/2013	Active	Public
LSISEATTLE.INFO	10/31/2013	Active	Public
LSISEATTLE.NET	10/31/2013	Active	Public
LSISEATTLE.ORG	10/31/2013	Active	Public
NORTHAMERICANLASERSCOPICSPINEINSTITUTE.INFO	7/11/2013	Active	Public
NORTHAMERICANLASERSCOPICSPINEINSTITUTE.ORG	7/11/2013	Active	Public
SPINALDOCTORSSANANTONIO.COM	7/25/2013	Active	Public
SPINALDOCTORSSANANTONIO.INFO	7/25/2013	Active	Public
SPINALDOCTORSSANANTONIO.NET	7/25/2013	Active	Public
SPINALDOCTORSSANANTONIO.ORG	7/25/2013	Active	Public
SPINE-EXERCISES.CO	12/16/2013	Active	Public
SPINE-EXERCISES.INFO	12/16/2013	Active	Public
SPINE-EXERCISES.NET	12/16/2013	Active	Public
SPINEINSTITUTEATLANTA.COM	9/19/2013	Active	Public
SPINEINSTITUTECLEVELAND.COM	9/19/2013	Active	Public
SPINEINSTITUTEDENVER.COM	9/19/2013	Active	Public
SPINEINSTITUTEDENVER.NET	9/19/2013	Active	Public
SPINEINSTITUTEDENVERCOM.COM	9/19/2013	Active	Public
SPINEINSTITUTEDENVERCOM.NET	9/19/2013	Active	Public
SPINEINSTITUTEHOUSTON.COM	9/19/2013	Active	Public
SPINEINSTITUTEHOUSTON.NET	9/19/2013	Active	Public
SPINEINSTITUTENASHVILLE.COM	9/19/2013	Active	Public
SPINEINSTITUTEPHILADELPHIA.COM	9/19/2013	Active	Public
SPINEINSTITUTESTLOUIS.COM	9/19/2013	Active	Public
SPINEINSTITUTESTLOUIS.NET	9/19/2013	Active	Public



SPINEINSTITUTETAMPA.COM	9/19/2013	Active	Public
SPINEINSTITUTETAMPA.NET	9/19/2013	Active	Public
SPINESURGEONSSURGERY.COM	11/7/2013	Active	Public
SPINESURGEONSSURGERY.COM	11/7/2013	Active	Public
SPINESURGERYSANANTONIO.COM	7/25/2013	Active	Public
SPINESURGERYSANANTONIO.INFO	7/25/2013	Active	Public
SPINESURGERYSANANTONIO.NET	7/25/2013	Active	Public
SPINESURGERYSANANTONIO.ORG	7/25/2013	Active	Public
SPINESURGERYSURGEON.COM	11/7/2013	Active	Public
SPINESURGERYSURGEONS.COM	11/7/2013	Active	Public
CLMAVIATION.COM	2/6/2014	Active	Public
CLMAVIATION.INFO	2/7/2014	Active	Public
CLMAVIATION.NET	2/6/2014	Active	Public
CLMAVIATION.ORG	2/7/2014	Active	Public
DEVLSI.COM	2/4/2015	Active	Public
flexmedcredit.com	9/26/2015	Active	Public
flexmedcredit.info	9/26/2015	Active	Public
flexmedcredit.net	9/26/2015	Active	Public
flexmedcredit.org	9/26/2015	Active	Public
flexmedfinance.com	9/26/2015	Active	Public
flexmedfinance.info	9/26/2015	Active	Public
flexmedfinance.net	9/26/2015	Active	Public
flexmedfinance.org	9/26/2015	Active	Public
flexmedicalcredit.com	9/26/2015	Active	Public
flexmedicalfinance.com	9/26/2015	Active	Public
flexmedicalloans.com	9/26/2015	Active	Public
flexmedicalloans.net	9/26/2015	Active	Public
flexmedicalloans.org	9/26/2015	Active	Public
flexmedloans.com	9/26/2015	Active	Public
flexmedloans.net	9/26/2015	Active	Public
flexmedloans.org	9/26/2015	Active	Public
GIVEANDGRUB.COM	8/28/2014	Active	Private
GIVEANDGRUB.INFO	8/28/2014	Active	Private
GIVEANDGRUB.NET	8/28/2014	Active	Private
GIVEANDGRUB.ORG	8/28/2014	Active	Private
GIVEANDGRUBFOODTRUCK.COM	8/28/2014	Active	Public
GIVEGRUB.COM	4/16/2007	Active	Public
GIVEGRUB.INFO	9/9/2014	Active	Public
GIVEGRUB.ORG	9/9/2014	Active	Public
GIVEGRUBFOODTRUCK.COM	8/28/2014	Active	Public
GIVEGRUBS.COM	9/9/2014	Active	Public

GIVEGRUBS.INFO	9/9/2014	Active	Public
GIVEGRUBS.NET	9/9/2014	Active	Public
GIVEGRUBS.ORG	9/9/2014	Active	Public
GIVENGRUB.COM	8/29/2014	Active	Public
GIVESGRUB.COM	9/9/2014	Active	Public
GIVESGRUB.INFO	9/9/2014	Active	Public
GIVESGRUB.NET	9/9/2014	Active	Public
GIVESGRUB.ORG	9/9/2014	Active	Public
LASER-SPINE-INSTITUTE-CENTER.COM	12/19/2013	Active	Public
LASER-SPINE-PAIN-INSTITUTE.COM	1/7/2014	Active	Public
LASER-SPINESURGERY.COM	9/30/2010	Active	Public
LASERSPINE.ACADEMY	8/26/2014	Active	Public
LASERSPINE.BZ	8/26/2014	Active	Public
LASERSPINE.CARE	8/26/2014	Active	Public
LASERSPINE.CLINIC	8/26/2014	Active	Public
LASERSPINE.CLUB	8/26/2014	Active	Public
LASERSPINE.COM.AG	8/26/2014	Active	Public
LASERSPINE.COM.BZ	8/26/2014	Active	Public
LASERSPINE.COM.CO	8/26/2014	Active	Public
LASERSPINE.DIRECTORY	8/26/2014	Active	Public
LASERSPINE.EDUCATION	8/26/2014	Active	Public
LASERSPINE.EQUIPMENT	8/26/2014	Active	Public
LASERSPINE.INTERNATIONAL	8/26/2014	Active	Public
LASERSPINE.MANAGEMENT	8/26/2014	Active	Public
LASERSPINE.MARKETING	8/26/2014	Active	Public
LASERSPINE.MEDIA	8/26/2014	Active	Public
LASERSPINE.NET.BZ	8/26/2014	Active	Public
LASERSPINE.NET.CO	8/26/2014	Active	Public
LASERSPINE.NOM.CO	8/26/2014	Active	Public
LASERSPINE.SERVICES	8/26/2014	Active	Public
LASERSPINE.SOLUTIONS	8/26/2014	Active	Public
LASERSPINE.SUPPORT	8/26/2014	Active	Public
LASERSPINE.SYSTEMS	8/26/2014	Active	Public
LASERSPINE.TC	8/26/2014	Active	Public
LASERSPINE.TIPS	8/26/2014	Active	Public
LASERSPINE.TODAY	8/26/2014	Active	Public
LASERSPINE.TRAINING	8/26/2014	Active	Public
LASERSPINE.UNIVERSITY	4/1/2015	Active	Public
LASERSPINE.XYZ	8/26/2014	Active	Public
LASERSPINECARE.INSTITUTE	8/26/2014	Active	Public
LASERSPINECARE.ORG	8/26/2014	Active	Public

LASERSPINECENTER.ORG	8/26/2014	Active	Public
LASERSPINECOMERCIALS.COM	12/29/2014	Active	Public
LASERSPINECOMERCIALS.INFO	12/29/2014	Active	Public
LASERSPINECOMERCIALS.NET	12/29/2014	Active	Public
LASERSPINECOMERCIALS.ORG	12/29/2014	Active	Public
LASERSPINECOMMERCIAL.COM	12/29/2014	Active	Public
LASERSPINECOMMERCIAL.NET	12/29/2014	Active	Public
LASERSPINECOMMERCIAL.ORG	12/29/2014	Active	Public
LASERSPINECOMMERCIALS.COM	12/29/2014	Active	Public
LASERSPINECOMMERCIALS.INFO	12/29/2014	Active	Public
LASERSPINECOMMERCIALS.NET	12/29/2014	Active	Public
LASERSPINECOMMERCIALS.ORG	12/29/2014	Active	Public
LASERSPINEFOODTRUCK.COM	8/28/2014	Active	Public
LASERSPINEGIVEANDGRUB.COM	8/28/2014	Active	Public
LASERSPINEGIVEANDGRUB.INFO	8/28/2014	Active	Public
LASERSPINEGIVEANDGRUB.NET	8/28/2014	Active	Public
LASERSPINEGIVEANDGRUB.ORG	8/28/2014	Active	Public
LASERSPINEGROUP.INSTITUTE	8/26/2014	Active	Public
LASERSPINEINSTITUTE.BZ	8/26/2014	Active	Public
LASERSPINEINSTITUTE.CARE	8/26/2014	Active	Public
LASERSPINEINSTITUTE.CLINIC	8/26/2014	Active	Public
LASERSPINEINSTITUTE.CLOTHING	8/26/2014	Active	Public
LASERSPINEINSTITUTE.COM.AG	8/26/2014	Active	Public
LASERSPINEINSTITUTE.COM.BZ	8/26/2014	Active	Public
LASERSPINEINSTITUTE.COM.CO	8/26/2014	Active	Public
LASERSPINEINSTITUTE.DENTAL	8/26/2014	Active	Public
LASERSPINEINSTITUTE.DIRECTORY	8/26/2014	Active	Public
LASERSPINEINSTITUTE.EDUCATION	8/26/2014	Active	Public
LASERSPINEINSTITUTE.EMAIL	8/26/2014	Active	Public
LASERSPINEINSTITUTE.EQUIPMENT	8/26/2014	Active	Public
LASERSPINEINSTITUTE.ESTATE	8/26/2014	Active	Public
LASERSPINEINSTITUTE.EXPERT	8/26/2014	Active	Public
LASERSPINEINSTITUTE.GALLERY	8/26/2014	Active	Public
LASERSPINEINSTITUTE.INTERNATIONAL	8/26/2014	Active	Public
LASERSPINEINSTITUTE.LAND	8/26/2014	Active	Public
LASERSPINEINSTITUTE.MANAGEMENT	8/26/2014	Active	Public
LASERSPINEINSTITUTE.MARKETING	8/26/2014	Active	Public
LASERSPINEINSTITUTE.MEDIA	8/26/2014	Active	Public
LASERSPINEINSTITUTE.NET.CO	8/26/2014	Active	Public
LASERSPINEINSTITUTE.NOM.CO	8/26/2014	Active	Public
LASERSPINEINSTITUTE.PHOTOGRAPHY	8/26/2014	Active	Public

LASERSPINEINSTITUTE.PHOTOS	8/26/2014	Active	Public
LASERSPINEINSTITUTE.SERVICES	8/26/2014	Active	Public
LASERSPINEINSTITUTE.SOLUTIONS	8/26/2014	Active	Public
LASERSPINEINSTITUTE.SURGERY	8/26/2014	Active	Public
LASERSPINEINSTITUTE.SYSTEMS	8/26/2014	Active	Public
LASERSPINEINSTITUTE.TC	8/26/2014	Active	Public
LASERSPINEINSTITUTE.TECHNOLOGY	8/26/2014	Active	Public
LASERSPINEINSTITUTE.TIPS	8/26/2014	Active	Public
LASERSPINEINSTITUTE.TODAY	8/26/2014	Active	Public
LASERSPINEINSTITUTE.TRAINING	8/26/2014	Active	Public
LASERSPINEINSTITUTE.VISION	8/26/2014	Active	Public
LASERSPINEINSTITUTE.WORKS	8/26/2014	Active	Public
LASERSPINEINSTITUTEARENA.COM	12/19/2013	Active	Public
LASERSPINEINSTITUTEARENA.INFO	12/19/2013	Active	Public
LASERSPINEINSTITUTEARENA.NET	12/19/2013	Active	Public
LASERSPINEINSTITUTEARENA.ORG	12/19/2013	Active	Public
LASERSPINEINSTITUTECENTER.INFO	12/16/2013	Active	Public
LASERSPINEINSTITUTECENTER.ORG	12/16/2013	Active	Public
LASERSPINEINSTITUTECOMERCIALS.COM	12/29/2014	Active	Public
LASERSPINEINSTITUTECOMERCIALS.INFO	12/29/2014	Active	Public
LASERSPINEINSTITUTECOMERCIALS.NET	12/29/2014	Active	Public
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LASERSPINEINSTITUTEDOCTORS.INFO	12/16/2013	Active	Public
LASERSPINEINSTITUTEFOODTRUCK.COM	8/28/2014	Active	Public
LASERSPINEINSTITUTEGIVEANDGRUB.COM	8/28/2014	Active	Public
LASERSPINEINSTITUTEGIVEANDGRUB.INFO	8/28/2014	Active	Private
LASERSPINEINSTITUTEGIVEANDGRUB.NET	8/28/2014	Active	Private
LASERSPINEINSTITUTEGIVEANDGRUB.ORG	8/28/2014	Active	Private
LASERSPINEINSTITUTEOPERATION.INFO	12/16/2013	Active	Public
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LASERSPINEINSTITUTEOPERATIONS.NET	12/16/2013	Active	Public

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LASERSPINEINSTITUTEOUTCOME.NET	12/16/2013	Active	Public
LASERSPINEINSTITUTEOUTCOME.ORG	12/16/2013	Active	Public
LASERSPINEINSTITUTEOUTCOMES.INFO	12/16/2013	Active	Public
LASERSPINEINSTITUTEOUTCOMES.NET	12/16/2013	Active	Public
LASERSPINEINSTITUTEOUTCOMES.ORG	12/16/2013	Active	Public
LASERSPINEINSTITUTERESULTS.INFO	12/16/2013	Active	Public
LASERSPINEINSTITUTERESULTS.NET	12/16/2013	Active	Public
LASERSPINEINSTITUTERESULTS.ORG	12/16/2013	Active	Public
LASERSPINEINSTITUTESTADIUM.COM	12/19/2013	Active	Public
LASERSPINEINSTITUTESTADIUM.INFO	12/19/2013	Active	Public
LASERSPINEINSTITUTESTADIUM.NET	12/19/2013	Active	Public
LASERSPINEINSTITUTESTADIUM.ORG	12/19/2013	Active	Public
LASERSPINEINSTITUTESURGERY.COM	12/19/2013	Active	Public
LASERSPINEINSTITUTESURGERY.INFO	12/19/2013	Active	Public
LASERSPINEINSTITUTESURGERY.NET	12/19/2013	Active	Public
LASERSPINEINSTITUTESURGERY.ORG	12/19/2013	Active	Public
LASERSPINEPAIN.INFO	8/26/2014	Active	Public
LASERSPINEPAIN.INSTITUTE	8/26/2014	Active	Public
LASERSPINEPAININSTITUTE.BIZ	1/7/2014	Active	Public
LASERSPINEPAININSTITUTE.CO	1/7/2014	Active	Public
LASERSPINEPAININSTITUTE.INFO	1/7/2014	Active	Public
LASERSPINEPAININSTITUTE.ME	1/7/2014	Active	Public
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LASERSPINEPAININSTITUTE.NET	1/7/2014	Active	Public
LASERSPINEPAININSTITUTE.ORG	1/7/2014	Active	Public
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LASERSPINEUNIVERSITY.NET	4/1/2015	Active	Public
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LSI-ARENA.INFO	12/19/2013	Active	Public
LSI-ARENA.NET	12/19/2013	Active	Public
LSI-ARENA.ORG	12/19/2013	Active	Public
LSI-STADIUM.COM	12/19/2013	Active	Public
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LSI-STADIUM.NET	12/19/2013	Active	Public
LSI-STADIUM.ORG	12/19/2013	Active	Public
LSI-STLOUIS.COM	4/3/2014	Active	Public
LSIARENA.COM	12/19/2013	Active	Public
LSIARENA.INFO	12/19/2013	Active	Public
LSIARENA.NET	12/19/2013	Active	Public
LSIARENA.ORG	12/19/2013	Active	Public
LSICINCINNATI.COM	5/15/2014	Active	Public
LSICLEVELAND.COM	5/15/2014	Active	Public
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LSICOMMERCIAL.NET	12/29/2014	Active	Public
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LSICOMMERCIALS.NET	12/29/2014	Active	Public
LSICOMMERCIALS.ORG	12/29/2014	Active	Public
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LSIGIVEANDGRUB.ORG	8/28/2014	Active	Private
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LSIHOLDCO.NET	2/6/2014	Active	Public
LSIHOLDCO.ORG	2/7/2014	Active	Public
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LSIMANAGEMENTCOMPANY.NET	2/6/2014	Active	Public
LSIMANAGEMENTCOMPANY.ORG	2/7/2014	Active	Public
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LSISTADIUM.ORG	12/19/2013	Active	Public
MEDICALCAREMANAGEMENTSERVICES.COM	2/6/2014	Active	Public
MEDICALCAREMANAGEMENTSERVICES.INFO	2/7/2014	Active	Public
MEDICALCAREMANAGEMENTSERVICES.NET	2/6/2014	Active	Public
MEDICALCAREMANAGEMENTSERVICES.ORG	2/7/2014	Active	Public

MISSPINALSURGERY.COM	10/18/2014	Active	Private
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MISSPINALSURGERY.NET	10/18/2014	Active	Private
MISSPINALSURGERY.ORG	10/18/2014	Active	Private
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MISSPINESURGERIES.INFO	10/18/2014	Active	Private
MISSPINESURGERIES.NET	10/18/2014	Active	Private
MISSPINESURGERIES.ORG	10/18/2014	Active	Private
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MOMENTUMMEDICALSOLUTIONS.INFO	2/16/2015	Active	Private
MOMENTUMMEDICALSOLUTIONS.NET	2/16/2015	Active	Private
MOMENTUMMEDICALSOLUTIONS.ORG	2/16/2015	Active	Private
THESPINEFOUNDATION.INFO	12/26/2013	Active	Public
THESPINEFOUNDATION.NET	12/26/2013	Active	Public
ambulatoryspinecenter.com	4/19/2016	Active	Public
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ambulatoryspinecenter.net	4/19/2016	Active	Public
ambulatoryspinecenter.org	4/19/2016	Active	Public
ambulatoryspinecenters.com	4/19/2016	Active	Public
ambulatoryspinecenters.info	4/19/2016	Active	Public
ambulatoryspinecenters.net	4/19/2016	Active	Public
ambulatoryspinecenters.org	4/19/2016	Active	Public
ambulatoryspineconference.com	4/19/2016	Active	Public
ambulatoryspinesurgeries.com	4/19/2016	Active	Public
ambulatoryspinesurgeries.info	4/19/2016	Active	Public
ambulatoryspinesurgeries.net	4/19/2016	Active	Public
ambulatoryspinesurgeries.org	4/19/2016	Active	Public
ambulatoryspinesurgery.com	4/19/2016	Active	Public
ambulatoryspinesurgery.info	4/19/2016	Active	Public
ambulatoryspinesurgery.net	4/19/2016	Active	Public
ambulatoryspinesurgery.org	4/19/2016	Active	Public
calusaasc.com	4/19/2016	Active	Public
calusaconference.com	4/19/2016	Active	Public
calusaspineconference.com	4/19/2016	Active	Public
dallaspineinstitute.info	3/15/2016	Active	Private
dallaspineinstitute.org	3/15/2016	Active	Public
dallaspineinstitute.us	3/15/2016	Active	Public
flexiblemedicalcredit.com	9/26/2015	Active	Public
flexiblemedicalcredit.info	9/26/2015	Active	Public
flexiblemedicalcredit.net	9/26/2015	Active	Public
flexiblemedicalcredit.org	9/26/2015	Active	Public



flexiblemedicalloan.com	9/26/2015	Active	Public
flexiblemedicalloan.info	9/26/2015	Active	Public
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flexiblemedicalloan.org	9/26/2015	Active	Public
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flexmedicalcredit.org	9/26/2015	Active	Public
flexmedicalfinance.info	9/26/2015	Active	Public
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flexmedicalfinance.org	9/26/2015	Active	Public
flexmedicalloan.com	9/26/2015	Active	Public
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flexmedicalloan.net	9/26/2015	Active	Public
flexmedicalloan.org	9/26/2015	Active	Public
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flexmedloan.net	9/26/2015	Active	Public
flexmedloan.org	9/26/2015	Active	Public
flexmedloans.info	9/26/2015	Active	Public
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laserspinaltreatments.info	11/3/2015	Active	Public
laserspinaltreatments.net	11/3/2015	Active	Public
laserspinaltreatments.org	11/3/2015	Active	Public
laserspineinstitute.com	11/19/2004	Active	Public
laserspinetreatment.com	7/22/2012	Active	Public
laserspinetreatment.us	11/3/2015	Active	Public
laserspinetreatments.com	11/3/2015	Active	Public
laserspinetreatments.info	11/3/2015	Active	Public
laserspinetreatments.net	11/3/2015	Active	Public
laserspinetreatments.org	11/3/2015	Active	Public
lsi-dallas.com	3/15/2016	Active	Private
lsi-dallas.info	3/15/2016	Active	Private
lsi-dallas.net	3/15/2016	Active	Private
lsi-dallas.org	3/15/2016	Active	Private
lsidallas.net	3/15/2016	Active	Private
lsidallas.org	3/15/2016	Active	Public
totalspinecenters.com	4/19/2016	Active	Public
totalspinecenters.info	4/19/2016	Active	Public
totalspinecenters.net	4/19/2016	Active	Public
totalspinecenters.org	4/19/2016	Active	Public



Schedule 6.28  
Licensing and Accreditations

State Licenses and Permits Requiring Pre-Transaction Notification

3. Pennsylvania Department of Health Ambulatory Surgical Center Certificate of Licensure, No. 22591501, held by Laser Spine Institute, LLC - sent on Oct. 27, 2016.
4. Pennsylvania Department of Environmental Protection Certificate of Registration, No. 1120895, held by Laser Spine Institute, LLC - sent on Oct. 27, 2016.

State Licenses and Permits Requiring Post-Transaction Notification

5. Arizona Outpatient Treatment Center License, Nos. OTC4993 and OTC4994, held by LSI Holdco, LLC d/b/a Laser Spine Institute.
6. Florida Pharmacy License, No. PH 21243, held by Laser Spine Institute, LLC.
7. Florida: CMS Clinical Laboratory Improvement Amendments Certificate of Waiver, No. 10D1038614, held by Laser Spine Institute, LLC.
8. Ohio Ambulatory Surgical Facility License No. 1099AS, held by Laser Spine Surgery Center of Cincinnati, LLC.
9. Ohio Ambulatory Surgical Facility License No. 1100AS, held by Laser Spine Surgery Center of Cleveland, LLC.
10. Oklahoma: CMS Clinical Laboratory Improvement Amendments Certificate of Waiver, No. 37D2020388, held by Laser Spine Institute, LLC.
11. Oklahoma: CMS Clinical Laboratory Improvement Amendments Certificate of Waiver, No. 37D2025891, held by Laser Spine Surgery Center of Oklahoma, LLC.

Medicare Enrollments Requiring Post-Transaction Notification

12. Arizona: Laser Spine Institute, LLC, PTAN: Z142497, NPI: 1265483895
13. Florida: Laser Spine Institute, LLC, PTAN: Q0208, NPI: 1265483895
14. Missouri: Laser Spine Institute, LLC, PTAN: MA5348, NPI: 1265483895
15. Ohio (Cincinnati): Laser Spine Institute, LLC, PTAN: H419430, NPI: 1467844076
16. Ohio (Cleveland): Laser Spine Institute, LLC, PTAN: H419430, NPI: 1265483895
17. Oklahoma: Laser Spine Institute, LLC, PTAN: OKAAA1893, NPI: 1265483895
18. Pennsylvania: Laser Spine Institute, LLC, PTAN: 199243, NPI: 1265483895

Accreditations

19. Arizona: American College of Radiology MRI Accreditation, MRAP ID #50992, held by Laser Spine Institute.
20. Arizona: Accreditation Association for Ambulatory Health Care, No. 83593, held by Laser Spine Surgery Center of Arizona LLC d/b/a Laser Spine Institute.
21. Florida: American College of Radiology MRI Accreditation, MRAP ID #50991-01, held by Laser Spine Institute.
22. Florida: Accreditation Association for Ambulatory Health Care, No. 85073, held by Laser Spine Surgical Center, LLC.
23. Florida: Accreditation Association for Ambulatory Health Care, No. 96960, held by Laser Spine Institute, LLC.
24. Ohio (Cincinnati): American College of Radiology MRI Accreditation, MRAP ID #53410-01, held by Laser Spine Institute - Cincinnati.
25. Ohio (Cincinnati): Accreditation Association for Ambulatory Health Care, No. 110430, held by Laser Spine Surgery Center of Cincinnati LLC.
26. Ohio (Cleveland): American College of Radiology MRI Accreditation, MRAP ID #53199-01, held by Laser Spine Institute Cleveland.
27. Ohio (Cleveland): Accreditation Association for Ambulatory Health Care, held by Laser Spine Surgery Center - Cleveland.
28. Oklahoma: Accreditation Association for Ambulatory Health Care, No. 96012, held by Laser Spine Surgery Center of Oklahoma, LLC.
29. Missouri: American College of Radiology MRI Accreditation, MRAP ID #53297-01, held by Laser Spine Institute.
30. Missouri: Accreditation Association for Ambulatory Health Care, No. 96960, held by Laser Spine Institute, LLC - St. Louis.
31. Pennsylvania: American College of Radiology MRI Accreditation, MRAP ID #53293-01, held by Laser Spine Institute Philadelphia.
32. Pennsylvania: Accreditation Association for Ambulatory Health Care, No. 96960, held by Laser Spine Institute, LLC - Pennsylvania.

Schedule 6.30

Medicare Notices and Filings Related to Healthcare Business

See Schedule 6.28 for relevant pre-transaction filings that have been filed with appropriate governmental authorities, as well as post-transaction filings relating to state licenses and permits, Medicare enrollments, and other health care related matters.

Schedule 7.10  
Post Closing

- (1) Borrowers shall use commercially reasonable efforts for a period of 60 days following the Closing Date to obtain (but no Event of Default shall occur as a result of Borrowers' failure to obtain) landlord waivers from the landlords of all leased locations to the extent not delivered to the Administrative Agent on or prior to the Closing Date.
- (2) Borrowers shall deliver to Administrative Agent within 60 days following the Closing Date (or such longer period as may be agreed to by Administrative Agent) tax good standing certificates (or the equivalent) from the department of revenue (or other applicable governmental office) of the State of Pennsylvania for each Loan Party operating in such jurisdiction.
- (3) Borrowers will deliver to Administrative Agent within 60 days following the Closing Date insurance endorsements in favor of Administrative Agent in form and substance reasonably satisfactory to Administrative Agent.

Schedule 8.1  
Existing Debt

Obligations of \$963,570 arising under that certain Master Lease Agreement, dated as of June 22, 2016, among Parent and GE HFS, LLC, in respect of the sale and lease back of certain equipment.

Obligations of \$82,534 arising under that certain Business Lease Agreement, dated as of August 4, 2016, among Parent and Heartland Business Credit Corporation, in respect of the sale and lease back of certain equipment.

Obligations of \$123,296 arising under the Lease Agreement, dated as of August 2, 2016, among Laser Spine Institute, LLC and m2 Lease Funds LLC, in respect of the lease certain equipment.

Schedule 8.2  
Existing Liens

Entity	Jurisdiction	Secured Party	Filing No.	Filing Date
Laser Spine Institute, LLC	Florida Department of State	Compellent Credit	201003793027	12/27/2010
Laser Spine Institute, LLC	Florida Department of State	Optumhealth Bank, Inc.	201104170785	03/07/2011
Laser Spine Institute, LLC	Florida Department of State	Texas Capital Bank, N.A., as Administrative Agent	201105756597*	12/02/2011
Laser Spine Institute, LLC	Florida Department of State	GreatAmerica Leasing Corporation	201206195639	02/17/2012
Laser Spine Institute, LLC	Florida Department of State	U.S. Bank Equipment Finance	201207715830	10/16/2012
Laser Spine Institute, LLC	Florida Department of State	Dex Imaging Inc.	201208097960	12/26/2012
Laser Spine Institute, LLC	Florida Department of State	CIT Finance LLC	201401162574	04/04/2014
Laser Spine Institute, LLC	Florida Department of State	Dex Imaging Inc.	201401170240	04/07/2014
Laser Spine Institute, LLC	Florida Department of State	Steris Corporation	201402244485	09/22/2014
Laser Spine Institute, LLC	Florida Department of State	Dex Imaging Inc.	201402748157	12/12/2014
LSI Management Company, LLC	Florida Department of State	Texas Capital Bank, N.A. as Administrative Agent	201105756538*	12/02/2011
LSI Management Company, LLC	Florida Department of State	Dex Imaging Inc.	201402538799	11/06/2014
LSI Management Company, LLC	Florida Department of State	General Electric Capital Corporation	201402758624	12/15/2014
LSI Management Company, LLC	Florida Department of State	General Electric Capital Corporation	201503042152	02/04/2015
Laser Spine Surgical Center,	Florida Department of	Texas Capital Bank, N.A. as	201105756554*	12/02/2011

LLC	State	Administrative Agent		
Laser Spine Surgery Center of Pennsylvania, LLC	Pennsylvania Secretary of the Commonwealth	Bay Cities Bank, a Florida Banking Corporation	2010022401388	02/22/2010 (Lapsed)
Laser Spine Surgery Center of Pennsylvania, LLC	Pennsylvania Secretary of the Commonwealth	Texas Capital Bank, N.A. as Administrative Agent	2011120201640*	12/01/2011
Laser Spine Surgery Center of Arizona, LLC	Arizona Secretary of State	Texas Capital Bank, N.A. as Administrative Agent	2011-167-3073-8*	12/01/2011
Laser Spine Surgery Center of Oklahoma, LLC	Oklahoma County Clerk	Texas Capital Bank, N.A. as Administrative Agent	20111201021168580*	12/01/2011
Laser Spine Institute Consulting LLC	Delaware Department of State	Texas Capital Bank, N.A. as Administrative Agent	20134255890*	10/30/2013
LSI HoldCo LLC	Delaware Department of State	Texas Capital Bank, N.A. as Administrative Agent	20130257957*	01/18/2013
Medical Care Management Services, LLC	Delaware Department of State	Texas Capital Bank, N.A. as Administrative Agent	20134256112*	10/30/2013
Laser Spine Surgical Center, LLC	Hillsborough County, Florida	Joe Samuel Bailey	21474/1974	11/06/2012
Laser Spine Institute, LLC	Hillsborough County, Florida	Joe Samuel Bailey	21474/1974	11/06/2012
Laser Spine Institute, LLC	Hillsborough County, Florida	KBACE Technologies, Inc.	19783/1188	3/25/2010

\*Administrative Agent agrees to file UCC termination statements for these UCCs promptly after Administrative Agent receives evidence that the UCC-1 financing statements for the Obligated Parties filed on or about the Closing Date have the priority contemplated by the Loan Documents.



Schedule 8.5  
Existing Investments

Loans by Laser Spine Institute Consulting, LLC to Global Aircraft Acquisitions, LLC in the aggregate principle amount of \$153,000.00.

Loans and Notes Receivable issued by Laser Spine Institute Consulting, LLC to Marodyne Medical, LLC in the aggregate amount of \$1,286,197.44

Schedule 8.7  
Transactions with Affiliates

None.

Schedule 8.9  
Sale and Leaseback

That certain Master Lease Agreement, dated as of June 22, 2016, among Parent and GE HFS, LLC, in respect of the sale and lease back of certain equipment.

That certain Business Lease Agreement, dated as of August 4, 2016, among Parent and Heartland Business Credit Corporation, in respect of the sale and lease back of certain equipment.

Schedule 8.19  
Parent Assets and Contracts

LSI HoldCo, LLC has a cash asset with a balance of \$411,920 as of October 28, 2016.

That certain Master Lease Agreement, dated as of June 22, 2016, among Parent and GE HFS, LLC, in respect of the sale and lease back of certain equipment.

That certain Business Lease Agreement, dated as of August 4, 2016, among Parent and Heartland Business Credit Corporation, in respect of the sale and lease back of certain equipment.

SCHEDULE 12.11

Notices

**If to any Obligated Party:**

5332 Avion Park Drive  
Tampa, Florida 33607  
Attn: Alan Campbell  
Email: acampbell@laserspineinstitute.com  
Phone: 813-289-9613 x362

**with a copy to:**

K&L Gates LLP  
Hearst Tower  
214 North Tryon Street, 47<sup>th</sup> Floor  
Charlotte, NC 28202  
Attn: T. Richard Giovannelli  
Email: rick.giovannelli@klgates.com  
Phone: 704-331-7484

**If to Administrative Agent:**

Texas Capital Bank, National Association  
2000 McKinney Avenue  
Suite 700  
Dallas, Texas 75201  
Attn: Bruce Shilcutt  
Email: bruce.shilcutt@texascapitalbank.com  
Phone: 214-932-6819

**with a copy to:**

Norton Rose Fulbright US LLP  
2200 Ross Avenue, Suite 3600  
Dallas, Texas 75201-7932  
Attn: Toby Gerber  
Email: toby.gerber@nortonrosefulbright.com  
Phone: 214-855-7171

# **EXHIBIT 4**

## LIMITED WAIVER AND SECOND AMENDMENT TO CREDIT AGREEMENT

This LIMITED WAIVER AND SECOND AMENDMENT TO CREDIT AGREEMENT (this “Amendment”) is entered into as of September 29, 2017 (the “Second Amendment Effective Date”), between 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 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 Amendment shall have the meanings given them in the Credit Agreement (defined below).

### RECITALS

**A.** The Borrowers, 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”);

**B.** Borrowers have informed Administrative Agent that the Defaults and Events of Default identified on Schedule 1 attached hereto have occurred prior to the Second Amendment Effective Date and are continuing under the Loan Documents (the “Specified Defaults”);

**C.** As of September 29, 2017 Borrowers were indebted to Lenders pursuant to the Loan Documents for the Obligations (including the Loans in the amount of \$150,356,250.00, consisting of (i) principal in the amount of \$13,500,000.00, and accrued and unpaid interest (including interest at the Default Interest Rate) in the amount of \$168,750.00, in respect of the Revolving Credit Facility (ii) principal in the amount of \$135,000,000.00, and accrued and unpaid interest (including interest at the Default Interest Rate) in the amount of \$1,687,500.00, in respect of the Term Loan), plus fees and costs incurred by the Administrative Agent and the Lenders that are reimbursable by Borrowers pursuant to the Credit Agreement.

**D.** As of the date hereof, the Specified Defaults are continuing and the Borrowers have requested that the Administrative Agent and the Lenders (i) waive the Specified Defaults and (ii) amend the Credit Agreement in certain respects, all as more particularly set forth below; and

**E.** The Administrative Agent and the Required Lenders have agreed to (i) waive the Specified Defaults and (ii) amend the Credit Agreement in certain respects, all as more particularly set forth below, in each case, upon and subject to the terms and conditions set forth in this Amendment.

**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

#### Limited Waiver; Certain Agreements

**1.01 Limited Waiver.** In reliance upon the representations, warranties and covenants of the Borrowers contained in this Amendment and subject to the terms and conditions of this Amendment and any document or instrument executed in connection herewith, the Administrative Agent and the Lenders hereby agree to waive the Specified Defaults; provided that, the limited waiver set forth in this Section 1.01 is expressly limited as follows: (x) such waiver shall not apply with respect to any other violation or

breach of the Credit Agreement that may occur from time to time hereafter, (y) such waiver is limited solely to the Specified Defaults and (z) such waiver is a limited one-time waiver. Except for the waiver expressly provided in this Section 1.01 and the amendments and other matters expressly provided for in this Amendment, nothing contained herein shall be deemed a consent to, or waiver of, any other action or inaction of Borrowers or the other Obligated Parties which constitutes (or would constitute) a violation of any provision of the Credit Agreement or any other Loan Document, or which constitutes (or would constitute) a Default or Event of Default arising after the date hereof. The Borrowers acknowledge and agree that, except as expressly set forth herein, nothing herein shall be construed as a continuing consent to or waiver of any provisions of the Credit Agreement or any other Loan Document. Neither the Lenders nor the Administrative Agent shall be obligated to grant any future waivers, consents or amendments with respect to any other provision of the Credit Agreement or any other Loan Document.

**1.02 Maximum Revolving Loans.** Borrowers hereby acknowledge and agree that, notwithstanding the aggregate amount of the Revolving Credit Commitments, the Borrowing Base now or hereafter in effect or anything to the contrary set forth herein, in the Credit Agreement or in any other Loan Document, the Revolving Credit Exposure of all Revolving Credit Lenders outstanding at any time shall not exceed (a) \$15,000,000 from and after the Second Amendment Effective Date, unless and until the date the Compliance Certificate is delivered for the fiscal month ending June 30, 2018 evidencing compliance with the covenants set forth in Article 9 of the Credit Agreement (the “2018 Compliance Date”) and (b) only if the 2018 Compliance Date has occurred, \$17,000,000 from and after the 2018 Compliance Date (collectively, the “Availability Cap”); and Borrowers shall not request any Revolving Loan or Letter of Credit and neither the Revolving Credit Lenders nor the L/C Issuer shall have any obligation to fund any Revolving Loan or issue any Letter of Credit, as applicable, that would cause the Revolving Credit Exposure of all Revolving Credit Lenders outstanding at any time to exceed the applicable Availability Cap in effect at such time.

**1.03 Binding Effect of Documents.** Except as limited and/or modified by this Amendment and by the documents executed in connection herewith, the Loan Documents, shall be deemed to be in full force and effect, and all provisions of the Loan Documents relating to the rights and remedies of the Administrative Agent and the Lenders shall continue to be in effect until such time as all Obligations have been finally paid in full in cash. Borrowers further acknowledge, confirm and agree that the Administrative Agent (for the benefit of the Lenders) has and shall continue to have valid, enforceable and perfected first-priority (subject to Permitted Liens) liens upon and security interests in the Collateral heretofore granted to the Administrative Agent pursuant to the Credit Agreement and the other Loan Documents or otherwise granted to or held by the Administrative Agent (for the benefit of the Lenders).

## **ARTICLE II**

### **Amendments to Credit Agreement**

Subject to the satisfaction or waiver in writing of each condition precedent set forth in Article IV of this Amendment, and in reliance on the representations, warranties, covenants and agreements contained in this Amendment, the Credit Agreement shall be amended as follows:

**2.01 Amended Definitions.** The following definitions set forth in Section 1.1 of the Credit Agreement shall be and hereby are amended and restated in their respective entireties to read as follows:

*“Availability Reserve” as of any date of determination the amount equal to the amounts set forth in the table below for the relevant period in respect of such date of determination.*



<i>Period</i>	<i>Availability Reserve</i>
<i>From and after the Second Amendment Effective Date unless and until the occurrence of the 2018 Compliance Date</i>	<i>\$2,000,000</i>
<i>From and after the 2018 Compliance Date</i>	<i>\$0</i>

*“EBITDA” shall mean Net Income of the Borrowers on a consolidated basis in accordance with GAAP, plus without duplication, to the extent included in the calculation of Net Income for such period:*

- (1) interest expense;*
- (2) depreciation;*
- (3) amortization;*
- (4) all taxes on or measured by income and franchise or similar taxes (including Permitted Tax Distributions);*
- (5) all non-cash losses or expenses (or minus non-cash income or gain), including, without limitation, non-cash adjustments resulting from the application of purchase accounting, expenses arising from Ownership Appreciation Payments, non-cash impairment of goodwill and other long term intangible assets, unrealized non-cash losses (or minus unrealized non-cash gains) under Hedge Agreements, unrealized non-cash losses (or minus unrealized non-cash gains) in such period due solely to fluctuations in currency values, but excluding any non-cash loss or expense (i) that is an accrual of a reserve for a cash expenditure or payment to be made, or anticipated to be made, in a future period or (ii) relating to a write-down, write off or reserve with respect to Accounts (other than retainage amounts withheld in the ordinary course of business);*
- (6) fees and reasonable and documented out-of-pocket expenses incurred in connection with any amendments or waivers to or other documentation related to the Credit Agreement (as amended), the other Loan Documents, the Existing Subordinated Debt, the First Amendment Equity Investment and/or the Second Amendment Equity Investment, to the extent such fees and expenses have been disclosed to Administrative Agent;*
- (7) one-time non-recurring or unusual expenses including, without limitation, severance costs, lease termination costs, relocation costs, recruiting costs, restructuring charges and other one-time expenses not otherwise added back to EBITDA and certified as such in a certificate of a Responsible Officer of the Borrower Representative describing such expenses in reasonable detail (collectively, “Non-Recurring Expenses”) in an aggregate amount of actual Non-Recurring Expenses during the term of this Agreement not to exceed the greater of (i) six million dollars (\$6,000,000) and (ii) fifteen percent (15%) of EBITDA (calculated before the addback for Non-Recurring Expenses), based on the calculation of EBITDA used for purposes of determining compliance with Sections 9.1, 9.2 and 9.4 hereof; and*
- (8) the amount of “run-rate” cost savings (the “Cost Savings”) projected by the Borrower Representative in good faith and certified by a Responsible Officer of the*

*Borrower Representative in writing and approved by Agent (with such approval not to be unreasonably conditioned, withheld or delayed; and provided that Agent shall be deemed to consent to any proposed cost savings if Agent does not respond to the Borrower Representative within seven (7) days after receiving the foregoing certification from the Borrower Representative) to result from actions taken prior to the last day of such measurement period with respect to asset dispositions (including sale-leasebacks), integrating, consolidating or discontinuing operations, headcount reductions, or closure of facilities, which cost savings shall be calculated on a pro forma basis as though such cost savings had been realized on the first day of such period, net of the amount of actual benefits realized during such period from such actions; provided that (i) a Responsible Officer of the Borrower Representative shall have provided a reasonably detailed statement or schedule of such Cost Savings and shall have certified to Administrative Agent that (x) such cost savings are reasonably identifiable, reasonably attributable to the actions specified and reasonably anticipated to result from such actions and (y) such actions have been taken, are ongoing and the benefits resulting therefrom are anticipated by the Borrower Representative to be realized within twelve (12) months from the date thereof and (ii) no cost savings shall be added pursuant to this addback to the extent duplicative of any expenses or charges relating to such cost savings that are otherwise added back in the calculation of EBITDA for such period.*

*“**Excluded Issuances**” means any issuance of stock or equity interests by (a) an Obligated Party (i) to another Obligated Party or (ii) to any officer, director, manager or employee of an Obligated Party in an aggregate amount not to exceed two percent (2%) of the aggregate outstanding stock or equity interests of the applicable Obligated Party per calendar year, or (b) by Parent (i) upon conversion of any the Subordinated Debt, including the Existing Subordinated Debt and any other Subordinated Debt issued pursuant to the First Amendment Equity Investment or the Second Amendment Equity Investment, into equity interests in Parent in accordance with the terms thereof, (ii) in connection with the Rights Offering or (iii) resulting in net proceeds after the Second Amendment Effective Date of not more than \$10,000,000 in the aggregate (less the amount of Subordinated Debt issued pursuant to **Section 8.1(n)(ii)**).*

*“**Leverage Ratio**” means, as of any date of determination, the ratio of (a) all Debt of Borrowers and their Subsidiaries, other than Subordinated Debt permitted under **Section 8.1(n)**, as of such date minus the Cash Reserve Account balance as of such date to (b) EBITDA of Borrowers and their Subsidiaries for the four fiscal quarters most recently ended; provided that, for purposes of calculating the Leverage Ratio in determining compliance with Section 9.1, (i) EBITDA for the measurement period ending June 30, 2018, shall be EBITDA for the fiscal quarter ended on such date multiplied by 4; (ii) EBITDA for the measurement period ending September 30, 2018, shall be the sum of actual EBITDA for the two fiscal quarters ending on such date multiplied by 2; and (iii) EBITDA for the measurement period ending December 31, 2018, shall be the sum of actual EBITDA for the three fiscal quarters ending on such date multiplied by 4/3.*

*“**Revolving Credit Commitment**” means, as to each Revolving Credit Lender, its obligation to (a) make Revolving Credit Loans to Borrowers pursuant to **Section 2.1(a)**, (b) purchase participations in L/C Obligations, and (c) purchase participations in Swing Line Loans, in an aggregate principal amount at any one time outstanding not to exceed the amount set forth opposite such Lender’s name on **Schedule 2.1** under the caption “Revolving Credit Commitment” or opposite such caption in the Assignment and Assumption pursuant to which such Lender becomes a party hereto, as applicable, as such amount may be adjusted from time to time in accordance with this Agreement. As of*

*the Second Amendment Effective Date, the aggregate Revolving Credit Commitments equal \$17,000,000.*

**2.02 Additional Definition.** The following definition shall be and hereby is added to Section 1.1 of the Credit Agreement in alphabetical order to read as follows:

*“2018 Compliance Date” means the date, if any, on which the Compliance Certificate is delivered for the fiscal month ending June 30, 2018 evidencing compliance with the covenants set forth in Article 9 of the Credit Agreement.*

*“Second Amendment Effective Date” means September 29, 2017.*

*“Second Amendment Equity Investment” means the investment in the Parent by one or more members of the Sponsor Group and other members of the Parent of not less than \$15,000,000 to be funded on or prior to the Second Amendment Effective Date in the form of either new equity securities of Parent or Subordinated Debt issued by Parent, on terms reasonably satisfactory to Agent, convertible into equity securities of Parent, of which \$5,000,000 was funded on August 30, 2017 pursuant to that certain Convertible Promissory Note dated as of August 30, 2017 (the “Interim Second Amendment Note”) by LSI HoldCo LLC in favor of SLG LSI Investment, LLC, as Agent and as a Holder.*

*“Weekly Reporting Period” means the period from and after the Second Amendment Effective Date to and including the 2018 Compliance Date.*

**2.03 Litigation and Judgements.** The last sentence of Section 6.5 of the Credit Agreement shall be and hereby is amended and restated in its entirety to read as follows:

*Except as specifically disclosed in **Schedule 6.5** or disclosed in writing to the Administrative Agent from time to time, there are no outstanding judgments against Borrowers, any of its Subsidiaries, or any other Obligated Party.*

**2.04 Compliance Certificate.** Section 7.1(d) of the Credit Agreement shall be and hereby is amended and restated in its entirety to read as follows:

*(d) **Compliance Certificate.** Concurrently with the delivery of each of the financial statements referred to in **Sections 7.1(a)** and **7.1(b)**, a Compliance Certificate (i) stating that to the best of the knowledge of the Responsible Officer executing same, no Event of Default has occurred and is continuing, or if an Event of Default has occurred and is continuing, a statement as to the nature thereof and the action which is proposed to be taken with respect thereto, (ii) showing in reasonable detail the calculations demonstrating compliance with the covenants set forth in **Article 9** (it being understood that calculations demonstrating compliance with **Sections 9.1** and **9.2** shall only be required with respect to Compliance Certificates delivered for the last month of a fiscal quarter, commencing with the fiscal quarter ending June 30, 2018) and (iii) containing such other information as is required to be disclosed pursuant to **Exhibit C** attached hereto.*

**2.05 Excess Cash.** Section 7.1(o) of the Credit Agreement shall be and hereby is amended and restated in its entirety to read as follows:

*(o) **Excess Cash.** So long as any Revolving Credit Loans are outstanding, the Borrowers shall provide to the Administrative Agent no later than Friday of each*

week, a summary of the Borrower's Cash On Hand as of the close of business on the previous day. To the extent that at the time of such summary there are Revolving Credit Loans outstanding and Cash On Hand as reflected in such summary exceeds \$15,000,000, the Borrowers shall make the mandatory prepayment required pursuant to **Section 2.9(c)**.

**2.06 Weekly Reporting.** Section 7.1 of the Credit Agreement shall be and hereby is amended by (i) deleting “and” at the end of clause (r) thereof, (ii) re-lettering clause (s) thereof as a new clause (t) thereof and (iii) inserting the following as the new clause (s) thereof to read in its entirety as follows:

(s) **Weekly Reporting.** *The Borrowers shall deliver to the Administrative Agent (i) on or before October 6, 2017, a 13-week cash flow forecast commencing with the week ending Friday, October 6, 2017, in form and detail reasonably acceptable to the Administrative Agent (the “Forecast”), (ii) promptly after preparation and no later than Tuesday of each week during the Weekly Reporting Period, commencing with Tuesday, October 10, 2017, (A) an updated rolling 13-week Forecast, including an actual-to-budget comparison to the Forecast most recently delivered, and (B) a weekly compliance certificate in the form of **Exhibit J** (1) stating that to the best of the knowledge of the Responsible Officer executing same, no Event of Default has occurred and is continuing, or if an Event of Default has occurred and is continuing, a statement as to the nature thereof and the action which is proposed to be taken with respect thereto and (2) showing in reasonable detail the number of surgeries completed in the immediately preceding week, the number of surgeries completed for the current month and the number of surgeries scheduled for the remainder of the current month and (iii) containing such other information as is required to be disclosed pursuant to **Exhibit J** attached hereto.*

**2.07 Subordinated Debt.** Section 8.1(n) of the Credit Agreement shall be and it hereby is amended and restated in its entirety to read as follows:

(n) *Subordinated Debt issued by Parent on or after the First Amendment Effective Date (i) in connection with the First Amendment Equity Investment, the Rights Offering and/or the Second Amendment Equity Investment or (ii) otherwise in an aggregate original principal amount not exceeding \$10,000,000 at any time outstanding (less the amount of equity interests issued pursuant to clause (b)(iii) of the definition of Excluded Issuances); provided that, in each case, (A) such Subordinated Debt is on terms and conditions reasonably satisfactory to Administrative Agent and Required Lenders, unsecured and subordinated in right of payment to the payment in full of all of the Obligations on terms and conditions reasonably satisfactory to the Administrative Agent or Required Lenders, (B) to the extent any payment thereunder is prohibited pursuant to this Agreement, the terms of the Subordinated Debt or any Subordination Agreement with respect thereto, such interest accruing on such Subordinated Debt shall be capitalized and added to the principal amount of such Subordinated Debt at the time payment of interest would otherwise be due thereunder and (C) the maturity date of such Subordinated Debt shall not be earlier than the date that is ninety (90) days after the Maturity Date.*

**2.08 Leverage Ratio.** The table set forth in Section 9.1 of the Credit Agreement shall be and hereby is amended and restated in its entirety to read as follows:

<i>Quarter Ending</i>	<i>Maximum Ratio</i>
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<i>Quarter Ending</i>	<i>Maximum Ratio</i>
<i>September 30, 2017</i>	<i>No maximum ratio</i>
<i>December 31, 2017</i>	<i>No maximum ratio</i>
<i>March 31, 2018</i>	<i>No maximum ratio</i>
<i>June 30, 2018</i>	<i>4.50 to 1.00</i>
<i>September 30, 2018</i>	<i>4.00 to 1.00</i>

**2.09 Debt Service Coverage Ratio.** Section 9.2 of the Credit Agreement shall be and it hereby is amended and restated in its entirety to read as follows:

*Section 9.2 Debt Service Coverage Ratio. Borrowers shall not permit, for any four fiscal quarter period ending during the following periods, the ratio of (a) EBITDA minus cash taxes paid minus Permitted Tax Distributions paid minus Unfinanced Capital Expenditures to (b) Debt Service, in each case for Borrowers and their Subsidiaries, on a consolidated basis, for such four fiscal quarter period, to be less than the amount set forth opposite such period below:*

<i>Period</i>	<i>Minimum Ratio</i>
<i>September 30, 2017 to March 31, 2018</i>	<i>No minimum ratio</i>
<i>From and after June 30, 2018</i>	<i>1.10 to 1.00</i>

*provided that, for purposes of calculating EBITDA in determining compliance with this Section 9.2, (i) EBITDA for the measurement period ending June 30, 2018, shall be EBITDA for the fiscal quarter ending on such date multiplied by 4; (ii) EBITDA for the measurement period ending September 30, 2018, shall be the sum of actual EBITDA for the two fiscal quarters ending on such date multiplied by 2; and (iii) EBITDA for the measurement period ending December 31, 2018, shall be the sum of actual EBITDA for the three fiscal quarters ending on such date multiplied by 4/3.*

**2.10 Minimum EBITDA.** Article 9 of the Credit Agreement shall be and hereby is amended by adding a new Section 9.4 thereof immediately after Section 9.3 thereof to read in its entirety as follows:

*Section 9.4 Minimum EBITDA Test. Borrowers shall not permit EBITDA for any test period set forth below to be less than the amount set forth opposite the last day of such test period:*

<i>Test Period beginning December 1, 2017 and ending:</i>	<i>Minimum EBITDA Amount</i>

<i>Test Period beginning December 1, 2017 and ending:</i>	<i>Minimum EBITDA Amount</i>
<i>December 31, 2017</i>	<i>\$0</i>
<i>January 31, 2018</i>	<i>\$235,000</i>
<i>February 28, 2018</i>	<i>\$550,000</i>
<i>March 31, 2018</i>	<i>\$1,115,000</i>
<i>April 30, 2018</i>	<i>\$1,725,000</i>
<i>May 30, 2018</i>	<i>\$2,365,000</i>

**2.11 Exhibits.** The exhibits to the Credit Agreement are hereby amended by (i) amending and restating Exhibit C to the Credit Agreement in its entirety as Exhibit C attached to this Amendment and (ii) adding Exhibit J attached to this Amendment in its entirety as a new Exhibit J to the Credit Agreement.

**2.12 Schedule 2.1.** Schedule 2.1 to the Credit Agreement shall be and hereby is amended and restated in its entirety as Schedule 2.1 to this Amendment.

### **ARTICLE III**

#### **Amendments to Security Agreement**

Subject to the satisfaction or waiver in writing of each condition precedent set forth in Article IV of this Amendment, and in reliance on the representations, warranties, covenants and agreements contained in this Amendment, the Security Agreement shall be amended as set forth in this Article III.

**3.01 Amendment to Schedules.** Schedules 3.5, 3.6, 3.10 and 3.17 to the Security Agreement shall be amended and restated in their entireties with Schedules 3.5, 3.6, 3.10 and 3.17 set forth on Schedule 2 to this Amendment.

### **ARTICLE IV**

#### **Conditions Precedent and Additional Covenants**

**4.01 Conditions to Effectiveness.** Notwithstanding anything herein to the contrary, the limited waiver set forth in Article I hereof, the amendments to the Credit Agreement set forth in Article II hereof and the amendments to the Security Agreement set forth in Article III hereof, in each case, shall be effective upon the satisfaction of all of the conditions set forth in this Section 4.01:

- (a) The Administrative Agent, the Required Lenders and the Borrowers shall have

executed and delivered this Amendment;

(b) The Borrowers shall have paid (or substantially concurrently with the execution and delivery hereof shall pay) all outstanding professional fees and expenses that have been incurred by the Administrative Agent and the Lenders and the Administrative Agent's consultants, attorneys and financial advisors, including without limitation Deloitte, Lender's Consulting Group, LLC, and Norton Rose Fulbright US LLP, on and prior to the date hereof that are required to be reimbursed by the Borrowers under the Credit Agreement, in the amounts invoiced prior to the date hereof, which fees, retainers and expenses shall be paid upon execution of this Amendment;

(c) Ambulatory Anesthesia Resource Group, LLC and Spine DME Solutions, LLC shall have joined the Facility as Guarantors on or before the Second Amendment Effective Date in accordance with Section 7.13 of the Credit Agreement;

(d) The Administrative Agent shall have received evidence reasonably satisfactory to it that Borrowers have received at least \$15,000,000 of gross cash proceeds from the incurrence of Subordinated Debt and/or issuance of equity during the period from and including August 30, 2017 through and including the Second Amendment Effective Date, including an amount equal to or greater than \$10,000,000 on the Second Amendment Effective Date (the "Equity Investment") pursuant to that certain Amended and Restated Convertible Promissory Note dated as of September 29, 2017 executed by LSI HoldCo LLC, a Delaware limited liability company, and accepted and acknowledged by SLG LSI Investment, LLC as agent and holder thereunder (the "A&R Convertible Note") , and in each case, on terms and conditions reasonably acceptable to the Administrative Agent;

(e) The Borrowers shall have delivered a certificate of a Responsible Officer of the Borrower Representative certifying to, among other things, the material Equity Investment documents, including documents evidencing the Subordinated Debt issued in connection therewith;

(f) The Borrowers shall have delivered a certificate of an authorized officer of Ambulatory Anesthesia Resource Group, LLC and Spine DME Solutions, LLC certifying attached copies of the Constituent Documents of Ambulatory Anesthesia Resource Group, LLC and Spine DME Solutions, LLC;

(g) The Borrowers shall have delivered an incumbency certificate and certified resolutions of the Board of Managers of Ambulatory Anesthesia Resource Group, LLC and Spine DME Solutions, LLC authorizing the execution, delivery, and performance of the Loan Documents to which Ambulatory Anesthesia Resource Group, LLC and Spine DME Solutions, LLC are a party;

(h) The Administrative Agent shall have received the Consent and Agreement attached hereto, executed by each of the Guarantors;

(i) The Administrative Agent shall have received evidence reasonably satisfactory to it that Borrowers have restructured the tenant improvement payments due to Highwoods Realty Limited Partnership on terms and conditions reasonably acceptable to the Administrative Agent and the Lenders;

(j) The Administrative Agent shall have received a Borrowing Base Certificate prepared as of August 31, 2017; and

(k) The Administrative Agent shall have received such other instruments and documents incidental and appropriate to this Amendment and the transactions provided for herein as the Administrative Agent or its special counsel may reasonably request, and all such documents shall be in form and substance reasonably satisfactory to the Administrative Agent.

By its execution and delivery of its signature page hereto, Administrative Agent and each Lender executing such a signature page confirms that (x) the foregoing conditions have been satisfied and (y) the Equity Investment documents and the documents evidencing the Subordinated Debt issued prior to the date hereof or in connection with the Equity Investment are approved.

**4.02 Post-Closing Covenant.** On the earlier of (i) the date that is three (3) days after the Conversion Date (as defined in the A&R Convertible Note) and (ii) the date that is forty-five (45) days following the Second Amendment Effective Date, the Borrowers shall have delivered written confirmation of the conversion of Subordinated Debt outstanding under the A&R Convertible Note, in form and substance reasonably satisfactory to Administrative Agent and Required Lenders.

**4.03 Amendment Fee.** The Borrowers shall pay to the Administrative Agent for the benefit of the Lenders, a forbearance and amendment fee in an aggregate amount equal to \$500,000.00, which fee shall be earned upon execution of this Amendment and paid in monthly installments of (x) \$25,000 on the first day of each month beginning October 1, 2017 through and including June 1, 2018, and (y) \$91,666.67 on the first day of each month beginning July 1, 2018 through and including September 1, 2018.

## **ARTICLE V**

### **No Waiver**

Except as expressly set forth herein, 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 Amendment, 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 by the Borrowers 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 Amendment and any other contract or instrument between the Borrowers, on the one hand, and the Administrative Agent and the Lenders, on the other hand. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THIS AMENDMENT 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 VI**

### **Ratifications, Representations and Warranties**

**6.01 Ratifications.** Except with respect to the Defaults and Events of Default waived hereunder or as expressly modified and superseded by this Amendment, 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 Borrowers and Guarantors each hereby agree 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.



**6.02 Representations and Warranties.** The Borrowers and Guarantors each hereby represent and warrant to the Administrative Agent and the Lenders that (a) the execution, delivery and performance of this Amendment and any and all other Loan Documents executed and/or delivered in connection herewith have been authorized by all requisite organizational action on the part of the Borrowers and Guarantors, respectively, and will not violate the Constituent Documents of the Borrowers or Guarantors, respectively; (b) after giving effect to the waiver contained in Article I hereof, the representations and warranties contained in the Credit Agreement and any other Loan Document are true and correct in all material respects on and as of the date hereof as though made on and as of the date hereof except to the extent that such representation or warranty relates to an earlier date; (c) other than the Specified Defaults, to the knowledge of the Responsible Officers of the Borrower Representative, no Default or Event of Default under and as defined in the Credit Agreement has occurred and is continuing; (d) other than the Specified Defaults as waived hereunder, to the knowledge of the Responsible Officers of the Borrower Representative, the Borrowers and Guarantors are in full compliance with all covenants and agreements contained in the Credit Agreement and the other Loan Documents, unless such compliance has been specifically waived in writing by the Administrative Agent (with the consent of the Required Lenders); and (e) other than the Specified Default relating to the name change of LSI Flexible Schedule, LLC becoming Total Spine Care, LLC and as otherwise delivered to Agent in connection with this Amendment, the Borrowers have not amended their Constituent Documents since the First Amendment Effective Date.

## **ARTICLE VII**

### **Miscellaneous Provisions**

**7.01 Survival of Representations and Warranties.** All representations and warranties made in this Amendment, the Credit Agreement, or any other Loan Document, including, without limitation, any document furnished in connection with this Amendment, shall survive the execution and delivery of this Amendment, 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.

**7.02 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.

**7.03 Expenses of Administrative Agent.** In accordance with Section 12.1 of the Credit Agreement, the Borrowers agree 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 Amendment and the other Loan Documents executed pursuant hereto and any and all amendments, modifications, and supplements thereto, including, without limitation, the 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.

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

**7.05 Successors and Assigns; No Third Party Beneficiaries.** This Amendment 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 Borrowers may not assign or transfer any of their 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 Amendment nor any of the provisions hereof shall inure to the benefit of any Person other than the parties hereto.

**7.06 Counterparts.** This Amendment 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 Amendment by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart to this Amendment.

**7.07 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.

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

**7.09 APPLICABLE LAW. THIS AMENDMENT 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.**

**7.10 RELEASE. AS A MATERIAL PART OF THE CONSIDERATION FOR THE ADMINISTRATIVE AGENT AND THE LENDERS ENTERING INTO THIS AMENDMENT, EACH BORROWER AND EACH GUARANTOR, ON BEHALF OF ITSELF AND EACH OF ITS AFFILIATES, RESPECTIVELY (COLLECTIVELY “RELEASOR”) AGREES AS FOLLOWS (THE “RELEASE PROVISION”):**

**(A) RELEASOR HEREBY RELEASES AND FOREVER DISCHARGES THE ADMINISTRATIVE AGENT, EACH LENDER, AND THEIR PREDECESSORS, SUCCESSORS, ASSIGNS, OFFICERS, MANAGERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, ATTORNEYS (INCLUDING WITHOUT LIMITATION NORTON ROSE FULBRIGHT US LLP), REPRESENTATIVES, PARENT CORPORATIONS, SUBSIDIARIES, AND AFFILIATES (HEREINAFTER ALL OF THE ABOVE COLLECTIVELY REFERRED TO AS “LENDER GROUP”) JOINTLY AND SEVERALLY FROM ANY AND ALL CLAIMS, COUNTERCLAIMS, DEMANDS, DAMAGES, DEBTS, AGREEMENTS, COVENANTS, SUITS, CONTRACTS, OBLIGATIONS, LIABILITIES, ACCOUNTS, OFFSETS, RIGHTS, ACTIONS, AND CAUSES OF ACTION OF ANY NATURE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION FOR CONTRIBUTION AND INDEMNITY ARISING AS A RESULT OF ACTS OR CIRCUMSTANCES EXISTING OR ARISING ON OR PRIOR TO THE DATE HEREOF, WHETHER ARISING AT LAW OR IN EQUITY, WHETHER PRESENTLY POSSESSED OR POSSESSED IN THE FUTURE, WHETHER KNOWN OR UNKNOWN, WHETHER LIABILITY BE DIRECT OR INDIRECT, LIQUIDATED OR UNLIQUIDATED, WHETHER PRESENTLY ACCRUED OR TO ACCRUE HEREAFTER, WHETHER ABSOLUTE OR CONTINGENT, FORESEEN OR UNFORESEEN, AND WHETHER OR NOT HERETOFORE ASSERTED, WHICH RELEASOR MAY HAVE OR CLAIM TO HAVE AGAINST ANY OF LENDER GROUP; PROVIDED, HOWEVER, THAT**

**LENDER SHALL NOT BE RELEASED HEREBY FROM ANY OBLIGATION TO PAY TO RELEASOR ANY AMOUNTS THAT RELEASOR MAY HAVE ON DEPOSIT WITH LENDER, IN ACCORDANCE WITH APPLICABLE LAW AND THE TERMS OF THE LOAN DOCUMENTS AND THE DOCUMENTS ESTABLISHING ANY SUCH DEPOSIT RELATIONSHIP.**

**(B) RELEASOR AGREES NOT TO SUE ANY OF THE LENDER GROUP OR IN ANY WAY ASSIST ANY OTHER PERSON OR ENTITY IN SUING LENDER GROUP WITH RESPECT TO ANY CLAIM RELEASED HEREIN. THE RELEASE PROVISION MAY BE PLEADED AS A FULL AND COMPLETE DEFENSE TO, AND MAY BE USED AS THE BASIS FOR AN INJUNCTION AGAINST, ANY ACTION, SUIT, OR OTHER PROCEEDING WHICH MAY BE INSTITUTED, PROSECUTED, OR ATTEMPTED IN BREACH OF THE RELEASE CONTAINED HEREIN.**

**(C) RELEASOR ACKNOWLEDGES, WARRANTS, AND REPRESENTS TO LENDER GROUP THAT:**

**(I) RELEASOR HAS READ AND UNDERSTANDS THE EFFECT OF THE RELEASE PROVISION. RELEASOR HAS HAD THE ASSISTANCE OF INDEPENDENT COUNSEL OF ITS OWN CHOICE, OR HAS HAD THE OPPORTUNITY TO RETAIN SUCH INDEPENDENT COUNSEL, IN REVIEWING, DISCUSSING, AND CONSIDERING ALL THE TERMS OF THE RELEASE PROVISION; AND IF COUNSEL WAS RETAINED, COUNSEL FOR RELEASOR HAS READ AND CONSIDERED THE RELEASE PROVISION AND ADVISED RELEASOR TO EXECUTE THE SAME. BEFORE EXECUTION OF THIS AGREEMENT, RELEASOR HAS HAD ADEQUATE OPPORTUNITY TO MAKE WHATEVER INVESTIGATION OR INQUIRY IT MAY DEEM NECESSARY OR DESIRABLE IN CONNECTION WITH THE SUBJECT MATTER OF THE RELEASE PROVISION.**

**(II) RELEASOR IS NOT ACTING IN RELIANCE ON ANY REPRESENTATION, UNDERSTANDING, OR AGREEMENT NOT EXPRESSLY SET FORTH HEREIN. RELEASOR ACKNOWLEDGES THAT LENDER GROUP HAS NOT MADE ANY REPRESENTATION WITH RESPECT TO THE RELEASE PROVISION EXCEPT AS EXPRESSLY SET FORTH HEREIN.**

**(III) RELEASOR HAS EXECUTED THIS AGREEMENT AND THE RELEASE PROVISION THEREOF AS ITS FREE AND VOLUNTARY ACT, WITHOUT ANY DURESS, COERCION, OR UNDUE INFLUENCE EXERTED BY OR ON BEHALF OF ANY PERSON.**

**(IV) RELEASOR IS THE SOLE OWNER OF THE CLAIMS RELEASED BY THE RELEASE PROVISION, AND RELEASOR HAS NOT HERETOFORE CONVEYED, ASSIGNED OR ENCUMBERED ALL OR ANY PART OF SUCH CLAIMS OR ANY INTEREST IN ANY SUCH CLAIMS TO ANY OTHER PERSON OR ENTITY.**

**(D) RELEASOR UNDERSTANDS THAT THE RELEASE PROVISION IS A MATERIAL CONSIDERATION IN THE AGREEMENT OF LENDER GROUP TO ENTER INTO THIS AMENDMENT.**

**(E) IT IS THE EXPRESS INTENT OF RELEASOR THAT THE RELEASE AND DISCHARGE SET FORTH IN THE RELEASE PROVISION BE CONSTRUED AS BROADLY AS POSSIBLE IN FAVOR OF LENDER GROUP SO AS TO FORECLOSE**

**FOREVER THE ASSERTION BY RELEASOR OF ANY CLAIMS RELEASED HEREBY AGAINST LENDER GROUP.**

**(F) IF ANY TERM, PROVISION, COVENANT, OR CONDITION OF THE RELEASE PROVISION IS HELD BY A COURT OF COMPETENT JURISDICTION TO BE INVALID, ILLEGAL, OR UNENFORCEABLE, THE REMAINDER OF THE PROVISIONS SHALL REMAIN IN FULL FORCE AND EFFECT.**

**7.11 FINAL AGREEMENT. THIS AMENDMENT AND THE OTHER LOAN DOCUMENTS REPRESENT THE ENTIRE AGREEMENT OF THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF ON THE DATE THIS AMENDMENT IS EXECUTED. THIS AMENDMENT 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. NO MODIFICATION, RESCISSION, WAIVER, RELEASE OR AMENDMENT OF ANY PROVISION OF THIS AMENDMENT SHALL BE MADE, EXCEPT BY A WRITTEN AGREEMENT SIGNED BY BORROWERS, THE ADMINISTRATIVE AGENT AND THE REQUIRED LENDERS.**

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

**7.13 Additional Documents.** The Borrowers, 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 Amendment

**[Signature Pages Follow]**

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

**BORROWERS:**

**LASER SPINE INSTITUTE, LLC**

By: Roger C. Cary  
Name: Roger C. Cary  
Title: President / C.E.O.

**LSI MANAGEMENT COMPANY, LLC**

By: Roger C. Cary  
Name: Roger C. Cary  
Title: President / C.E.O.

**LASER SPINE INSTITUTE CONSULTING, LLC**

By: Roger C. Cary  
Name: Roger C. Cary  
Title: President / C.E.O.

**MEDICAL CARE MANAGEMENT SERVICES, LLC**

By: Roger C. Cary  
Name: Roger C. Cary  
Title: President / C.E.O.

**ADMINISTRATIVE AGENT:**

**TEXAS CAPITAL BANK, NATIONAL ASSOCIATION**

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

Name: Bruce Shilcutt

Title: Executive Vice President

**LENDERS:**

**TEXAS CAPITAL BANK, NATIONAL ASSOCIATION**


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

Name: Bruce Shilcutt

Title: Executive Vice President

A handwritten signature in blue ink, appearing to be "Bruce Shilcutt", is written over a horizontal line. The signature is stylized and extends to the right of the line.

**HEALTHCARE FINANCIAL SOLUTIONS, LLC**

By:   
Name: Thomas Costello  
Title: Duly Authorized Signatory



**COMPASS BANK D/B/A BBVA COMPASS**

By: 

Name: Albert M. Watson  
Title: Senior Vice President

**BMO HARRIS BANK N.A.**

By: Pam Wicker  
Name: Pam Wicker  
Title: Director

**REGIONS BANK**

By: Margaret Renou  
Name: Margaret Renou  
Title: Senior Vice President

**FLORIDA COMMUNITY BANK, N.A.**

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

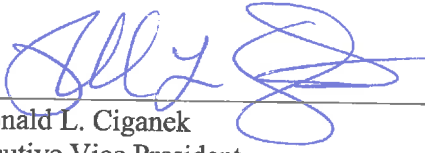
Name: \_\_\_\_\_

Title: \_\_\_\_\_

*[Handwritten Signature]* SVP

**USAMERIBANK**

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

A handwritten signature in blue ink, appearing to read "Ronald L. Ciganek", is written over a horizontal line.

Name: Ronald L. Ciganek

Title: Executive Vice President

Title:

Limited Waiver and Second Amendment

Signature Page

**USAMERIBANK**

By:

Name:

Title:

Limited Waiver and Second Amendment

Signature Page

**BOKF, NA, DBA BANK OF OKLAHOMA**

By:

Name:  Richard Lecomte

Title: SUP

Limited Waiver and Second Amendment

Signature Page

**CAPSTAR BANK**

By:

Name:

Title:

Limited Waiver and Second Amendment

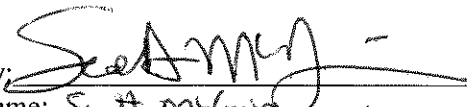
Signature Page

**CITY BANK**

By:

Name:

CAPSTAR BANK

By:   
Name: Scott McGuire  
Title: SVR, Special Assets

**CITY BANK**

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



Name: Wilson Wicks

Title: SVP



TEXAS SECURITY BANK

By: 

Name: Ben Parkey

Title: Dallas Market President

**GUARANTORS' CONSENT AND AGREEMENT  
TO  
LIMITED WAIVER AND SECOND AMENDMENT TO CREDIT AGREEMENT**

As an inducement to Administrative Agent and Lenders to execute, and in consideration of Administrative Agent's and Lenders' execution of this Amendment, each of the undersigned hereby consents to this Amendment and agrees that this Amendment shall in no way release, diminish, impair, reduce or otherwise adversely affect the obligations and liabilities of the undersigned under the Guaranty executed by the undersigned in connection with the Credit Agreement, or under any Loan Documents, agreements, documents, or instruments executed by the undersigned to create liens, security interests or charges to secure any of the Obligations, all of which are in full force and effect. Each of the undersigned further represents and warrants to Administrative Agent and the Lenders that, after giving effect to the waivers contained in Section 1.01 of this Amendment, (a) the representations and warranties in each Loan Document to which the undersigned is a party are true and correct in all material respects on and as of the date of this Amendment as though made on the date of this Amendment (except to the extent that such representations and warranties speak to a specific date), (b) the undersigned is in full compliance with all covenants and agreements contained in each Loan Document to which it is a party, and (c) no Default or Event of Default has occurred and is continuing. Each Guarantor hereby releases Administrative Agent and Lenders from any liability or actions or omissions in connection with the Loan Documents prior to the date of this Amendment. This Consent and Agreement shall be binding upon the undersigned, and its legal representatives and permitted assigns, and shall inure to the benefit of the Administrative Agent, the Lenders, and their respective successors and assigns.

**GUARANTORS:**

LSI HOLDCO LLC,  
a Delaware limited liability company

By: Roger C. Cary

Name: Roger C. Cary  
Title: President & CEO

LASER SPINE SURGICAL CENTER, LLC,  
a Florida limited liability company

By: Roger C. Cary

Name: Roger C. Cary  
Title: President & CEO

LASER SPINE SURGERY CENTER OF ARIZONA,  
LLC,  
an Arizona limited liability company

By: Roger C. Cary

Name: Roger C. Cary  
Title: President & CEO

LASER SPINE SURGERY CENTER OF PENNSYLVANIA, LLC,  
a Pennsylvania limited liability company

By: Roger C. Cary  
Name: Roger C. Cary  
Title: President & CEO

LASER SPINE SURGERY CENTER OF OKLAHOMA, LLC,  
an Oklahoma limited liability company

By: Roger C. Cary  
Name: Roger C. Cary  
Title: President & CEO

TOTAL SPINE CARE, LLC (f/k/a LSI Flexible Schedule, LLC f/k/a Laser Spine Surgery Center of Tampa, LLC),  
a Florida limited liability company

By: Roger C. Cary  
Name: Roger C. Cary  
Title: President & CEO

LASER SPINE SURGERY CENTER OF CLEVELAND, LLC,  
an Ohio limited liability company

By: Roger C. Cary  
Name: Roger C. Cary  
Title: President & CEO

LASER SPINE SURGERY CENTER OF CINCINNATI, LLC,  
an Ohio limited liability company

By: Roger C. Cary  
Name: Roger C. Cary  
Title: President & CEO

LASER SPINE SURGERY CENTER OF ST. LOUIS, LLC,  
a Missouri limited liability company

By: Roger C. Cary  
Name: Roger C. Cary

Title: President & CEO

LASER SPINE SURGERY CENTER OF WARWICK,  
LLC,  
a Rhode Island limited liability company

By: Roger C. Cary  
Name: Roger C. Cary  
Title: President & CEO

CLM AVIATION, LLC,  
a Florida limited liability company

By: Roger C. Cary  
Name: Roger C. Cary  
Title: President & CEO

AMBULATORY ANESTHESIA RESOURCE GROUP,  
LLC,  
a Florida limited liability company

By: Roger C. Cary  
Name: Roger C. Cary  
Title: President & CEO

SPINE DME SOLUTIONS, LLC,  
a Florida limited liability company

By: Roger C. Cary  
Name: Roger C. Cary  
Title: President & CEO

Schedule 1  
Specified Defaults

This Schedule is provided to the Administrative Agent and the Lenders pursuant to the Amendment and Waiver. In some cases, the information and disclosures contained or referenced herein may set forth other items in addition to items the disclosure of which is necessary or appropriate in response to an express disclosure requirement contained in the Amendment and Waiver. No representation, warranty or assurance is given with respect to such items. The information in this Schedule shall not be deemed to expand in any way the scope or effect of any of the representations, warranties or covenants in the Amendment and Waiver, the Credit Agreement or any Loan Document.

The information contained herein is provided solely for purposes of making disclosures to the Administrative Agent and the Lenders under the Amendment and Waiver. In disclosing this information, the disclosing party does not waive any attorney-client privilege associated with such information or any protection afforded by the work-product doctrine with respect to any of the matters discussed or disclosed herein. Any information contained herein shall be subject to the terms of the Amendment and Waiver. Any information contained herein shall be subject to the terms of the Credit Agreement, the Loan Documents and the Amendment and Waiver and any confidentiality provisions thereof. Capitalized Terms used without definition herein shall have the respective meanings set forth in the Credit Agreement or the Amendment and Waiver, as applicable.

To the extent constituting a Default or Event of Default on or prior to the date hereof under the Credit Agreement or any other Loan Document:

1. Borrowers' failure to comply with the Leverage Ratio for the Quarter ending June 30, 2017 as required by Section 9.1 of the Credit Agreement.
2. Borrowers' failure to comply with the ratio of (a) EBITDA minus cash taxes paid minus Permitted Tax Distributions paid minus Unfinanced Capital Expenditures to (b) Debt Service for the Quarter ending June 30, 2017 as required by Section 9.2 of the Credit Agreement.
3. Borrowers' failure to comply with the mandatory prepayment obligations set forth in Section 2.9(d)(iii) and (iv) with respect to the proceeds of the Interim Second Amendment Note.
4. Any Default or Event of Default arising as a result of the incurrence by the Obligated Parties of Indebtedness (x) under the Interim Second Amendment Note or (y) constituting overdraft obligations in respect of the Obligated Parties' deposit accounts maintained with TCB and its affiliates on or prior to the date hereof, in each case, not constituting Indebtedness permitted pursuant to Section 8.1 of the Credit Agreement.
5. Any Default or Event of Default arising as a result of the failure of the Borrowers to comply with the further assurances provisions set forth in Section 7.13 of the Credit Agreement or any other provisions of the Loan Documents in connection with the formation of Ambulatory Anesthesia Resource Group, LLC and Spine DME Solutions, LLC.
6. Any Default or Event of Default arising from LSI Flexible Schedule, LLC changing its name to Total Spine Care LLC.
7. To the extent arising from or relating to one or more items on this schedule, individually or in the aggregate: (a) any inaccuracy in any representation or warranty made, or deemed made, by any Obligated Party prior to, but not including, the date hereof, (b) any failure to update a schedule to any Loan Document or otherwise notify the Administrative Agent or any Lender

of such item(s), prior to, but not including, the date hereof, and (c) to the extent deemed to constitute a Material Adverse Event, the occurrence of any such Material Adverse Event, prior to, but not including, the date hereof.

Schedule 2  
Security Agreement Schedules

See attached.

**SCHEDULE 3.5**

**GRANTOR INFORMATION**

Full Legal Name, Type of Organization, Jurisdiction of Organization, Chief Executive Office / Place of Business (or Residence if Grantor is a Natural Person) and Organizational Identification Number of each Grantor:

<b>Full Legal Name</b>	<b>Type of Organization</b>	<b>Jurisdiction of Organization</b>	<b>Chief Executive Office / Place of Business (or Residence if Grantor is a Natural Person)</b>	<b>Organization I.D.#</b>
LSI Holdco LLC	LLC	DE	5332 Avion Park Drive Tampa, FL 33607	37-1709944
LSI Management Company, LLC	LLC	FL	5332 Avion Park Drive, Tampa, FL 33607	80-0475087
Laser Spine Institute, LLC	LLC	FL	5332 Avion Park Drive, Tampa, FL 33607 Tampa, FL 33607	20-1902674
Laser Spine Institute Consulting LLC	LLC	DE	5332 Avion Park Drive Tampa, FL 33607	45-2718646
Medical Care Management Services, LLC	LLC	DE	5332 Avion Park Drive Tampa, FL 33607	90-0996366
Laser Spine Surgical Center, LLC	LLC	FL	5332 Avion Park Drive, Tampa, FL 33607	68-0599184
Laser Spine Surgery Center of Arizona, LLC	LLC	AZ	8888 E. Raintree Drive, Suite 165 & 170, Scottsdale, AZ 85260	26-2682659
Laser Spine Surgery Center of Pennsylvania, LLC	LLC	PA	676 and 656 Swedesford Road, Wayne, PA 19087	27-0202636
Laser Spine Surgery Center of Oklahoma, LLC	LLC	OK	4727 Gaillardia Parkway, Suite 140, Oklahoma City, OK 73142	45-1448887
Laser Spine Surgery Center of Cincinnati, LLC	LLC	OH	644 Eden Park Drive, Cincinnati, OH 45202	37-1753993
Laser Spine	LLC	OH	300 Allen Bradley Drive,	38-3932809



Surgery Center of Cleveland, LLC			Mayfield Heights, OH 44124	
Laser Spine Surgery Center of St. Louis, LLC	LLC	MO	450 N. New Ballas Road, Creve Coeur, MO 63141	61-1737053
Total Spine Care, LLC	LLC	FL	5332 Avion Park Drive, Tampa, FL 33607	38-3945699
Laser Spine Surgery Center of Warwick, LLC	LLC	RI	5332 Avion Park Drive, Tampa, FL 33607	38-3945895
CLM Aviation, LLC	LLC	FL	5332 Avion Park Drive, Tampa, FL 33607	90-1018918
Ambulatory Anesthesia Resource Group, LLC	LLC	FL	5332 Avion Park Drive, Tampa, FL 33607	37-1861208
Spine DME Solutions, LLC	LLC	FL	5332 Avion Park Drive, Tampa, FL 33607	32-0535773

List the locations of all of the books and records relating to the Receivables (defined as Accounts, Chattel Paper, Documents, Investment Related Property, Instruments, or Commercial Tort Claims, and any other rights or claims to receive Money which are General Intangibles or which are otherwise included as Collateral, together with all of the applicable Grantor's rights, if any, in all Collateral Support and Supporting Obligations related thereto):

Location of all books and records: 5332 Avion Park Drive, Tampa, FL 33607

Disclose all instances where such books, records and Collateral are not in a Grantor's possession:  
None.

Other Names (including any Trade-Name or Fictitious Business Name) under which each Grantor has conducted business for the past five (5) years:

Full Legal Name	Trade Name or Fictitious Business Name
Laser Spine Institute, LLC	Laser Spine Institute

Changes in Name, Jurisdiction of Organization, Chief Executive Office or Sole Place of Business (or Principal Residence if Grantor is a Natural Person) and Corporate Structure within past five (5) years:

Entity	Date	Description	Prior Name	Prior Jurisdiction	Prior Entity or Prior Type of Entity
Laser Spine Institute Consulting LLC	9/16/11	Name Change	Advanced Health Care Partners LLC	DE	LLC
Laser Spine Institute Consulting LLC	9/22/11	Name Change	LSI Consulting, LLC	DE	LLC
Medical Care Management Services, LLC	6/14/2013	Name Change	Medical Solutions Management, LLC	DE	LLC
Laser Spine Surgery Center of St. Louis, LLC	6/12/14	Name Change	Laser Spine Surgery Center of Missouri, LLC	MO	LLC
CLM Aviation, LLC	9/10/2013	Correction	CLM Charter, LLC	FL	LLC
Total Spine Care, LLC	10/16/2015	Name Change	Laser Spine Surgical Center of Tampa, LLC	FL	LLC
Total Spine Care, LLC	6/15/17	Name Change	LSI Flexible Schedule, LLC, LLC	FL	LLC

#### Financing Statements:

Entity	Jurisdiction
Laser Spine Institute, LLC	Florida Department of State
LSI Management Company, LLC	Florida Department of State
Laser Spine Surgical Center, LLC	Florida Department of State
Laser Spine Surgery Center of Pennsylvania, LLC	Pennsylvania Secretary of the Commonwealth
Laser Spine Surgery Center of Arizona, LLC	Arizona Secretary of State
Laser Spine Surgery Center of Oklahoma, LLC	Oklahoma County Clerk
Laser Spine Institute Consulting LLC	Delaware Department of State
LSI HoldCo LLC	Delaware Department of State
Laser Spine Surgery Center of Cincinnati, LLC	Ohio Secretary of State
Laser Spine Surgery Center of Cleveland, LLC	Ohio Secretary of State
Medical Care Management Services, LLC	Delaware Department of State
Laser Spine Surgery Center of St. Louis, LLC	Missouri Secretary of State
Total Spine Care, LLC	Florida Department of State
Laser Spine Surgery Center of Warwick, LLC	Rhode Island Secretary of State
CLM Aviation, LLC	Florida Department of State
Ambulatory Anesthesia Resource Group, LLC	Florida Department of State
Spine DME Solutions, LLC	Florida Department of State

**SCHEDULE 3.6**

**PROPERTY LOCATIONS**

Locations owned by Grantor

Name of Grantor	Location of Equipment, Inventory, and Fixtures
None	

B. Locations leased by Grantor as lessee

Name of Grantor	Location of Equipment, Inventory, and Fixtures
Laser Spine Institute, LLC	5332 Avion Park Dr., Tampa, FL 33607
Laser Spine Surgery Center of Arizona, LLC	8888 E. Raintree Drive, Suite 165 & 170, Scottsdale, AZ 85260
Laser Spine Institute, LLC	676 and 656 Swedesford Road, Wayne, PA 19087
Laser Spine Institute, LLC	4727 Gaillardia Parkway, Suite 140, Oklahoma City, OK 73142
LSI Management Company, LLC	300 Allen Bradley Drive, Mayfield Heights, OH 44124
LSI Management Company, LLC	450 N. New Ballas Road, Creve Coeur, MO 63141
LSI Management Company, LLC	644 Eden Park Drive, Cincinnati, OH 45202
LSI Management Company, LLC	5332 Avion Park Drive Tampa, FL 33607

C. Locations at which Inventory is held in a public warehouse or is otherwise held by a bailee or on consignment

Name of Grantor	Location of Equipment, Inventory, and Fixtures
None	

D. Collateral that is a Fixture is listed below:

None.

**SCHEDULE 3.10**

**COLLATERAL**

**1. Investment Related Property:**

Pledged Shares

<b>Grantor</b>	<b>Stock Issuer</b>	<b>Class of Stock</b>	<b>Certificated (Y/N)</b>	<b>Stock Certificate No.</b>	<b>Par Value</b>	<b>No. of Pledged Stock</b>	<b>% of Outstanding Stock of the Stock Issuer</b>
None							

Pledged Limited Liability Interests (Limited Liability Companies)

<b>Grantor</b>	<b>Limited Liability Company</b>	<b>Certificated (Y/N)</b>	<b>Certificate No. (if any)</b>	<b>No. of Pledged Units</b>	<b>% of Outstanding LLC Interests of the Limited Liability Company</b>
LSI HoldCo LLC	LSI Management Company, LLC	N	N/A	N/A	100%
LSI HoldCo LLC	Laser Spine Institute Consulting LLC	N	N/A	N/A	100%
LSI HoldCo LLC	Laser Spine Institute, LLC	N	N/A	N/A	100%
LSI HoldCo LLC	Medical Care Management Services, LLC	N	N/A	N/A	100%
Laser Spine Institute Consulting LLC	CLM Aviation, LLC	N	N/A	N/A	66.67%
Laser Spine Institute, LLC	Laser Spine Surgical Center, LLC	N	N/A	N/A	100%
Laser Spine Institute, LLC	Laser Spine Surgery Center of Arizona, LLC	N	N/A	N/A	100%
Laser Spine Institute, LLC	Laser Spine Surgery Center of Pennsylvania, LLC	N	N/A	N/A	100%

Laser Spine Institute, LLC	Laser Spine Surgery Center of Oklahoma,	N	N/A	N/A	100%
Laser Spine Institute, LLC	Total Spine Care, LLC	N	N/A	N/A	100%
Laser Spine Institute, LLC	Laser Spine Surgery Center of Cleveland,	N	N/A	N/A	100%
Laser Spine Institute, LLC	Laser Spine Surgery Center of Cincinnati,	N	N/A	N/A	100%
Laser Spine Institute, LLC	Laser Spine Surgery Center of St. Louis, LLC	N	N/A	N/A	100%
Laser Spine Institute, LLC	Laser Spine Surgery Center of Warwick,	N	N/A	N/A	100%
Laser Spine Institute, LLC	Ambulatory Anesthesia Resource Group, LLC	N	N/A	N/A	100%
Laser Spine Institute, LLC	Spine DME Solutions, LLC	N	N/A	N/A	100%

All of the Pledged LLC Interests represent interests in issuers that have not opted to be treated as securities under the UCC of any jurisdiction.

#### Securities Accounts

Grantor	Share of Securities Intermediary	Account Number	Account Name
None			

#### Commodity Accounts

Grantor	Name of Commodities Intermediary	Account Number	Account Name
None			

#### Deposit Accounts:

<b>Grantor</b>	<b>Name of Depository Bank</b>	<b>Account Number</b>	<b>Account Name</b>
Laser Spine Institute, LLC	Texas Capital Bank	1511004903	TCB-Lockbox
Laser Spine	Texas Capital Bank	1111065304	TCB-Operating

Institute, LLC			
Medical Care Management Services, LLC	Texas Capital Bank	1511001396	TCB-Lockbox
LSI Management, LLC	Texas Capital Bank	1511001693	TCB-Operating
Laser Spine Surgery Center of Arizona, LLC	Texas Capital Bank	1111065452	TCB-Lockbox
Laser Spine Surgery Center of Cincinnati, LLC	Texas Capital Bank	1511004093	TCB-Lockbox
Laser Spine Surgery Center of Cleveland, LLC	Texas Capital Bank	1511004101	TCB-Lockbox
Laser Spine Surgical Center, LLC	Texas Capital Bank	1111065460	TCB-Lockbox
Laser Spine Surgery Center of Oklahoma, LLC	Texas Capital Bank	1111065478	TCB-Lockbox
Laser Spine Surgery Center of Pennsylvania, LLC	Texas Capital Bank	1111065486	TCB-Lockbox
Laser Spine Surgery Center of St. Louis, LLC	Texas Capital Bank	1511004143	TCB-Lockbox
Medical Care Management Services, LLC	Texas Capital Bank	1511001701	TCB-Operating
Laser Spine Institute, LLC	Jefferson Bank	0011794975	Commercial Money Market
LSI Holdco LLC	Texas Capital Bank	1511001719	TCB-Operating

**Collateral Notes:**



<b>Grantor</b>	<b>Issuer</b>	<b>Original Principal Amount</b>	<b>Outstanding Principal Balance</b>	<b>Issue Date</b>	<b>Maturity Date</b>
Laser Spine Institute Consulting LLC	Marodyne Medical, LLC	\$700,000	\$700,000	5/21/2014	Payable on demand
Laser Spine Institute Consulting LLC	Global Aircraft Acquisitions, LLC	\$153,000	\$153,000	6/20/2013	7/19/2013

Reserves have been taken for collection of the Collateral Notes. The Collateral Note issued by Global Aircraft Acquisitions, LLC is subject to litigation described in Section 5 below.

**Collateral Note Security:**

The collateral described in the Collateral Notes.

**Commercial Tort Claims:**

<b><u>Venue</u></b>	<b><u>Case No.</u></b>	<b><u>Plaintiff(s)</u></b>	<b><u>Defendant(s)</u></b>	<b><u>Nature of Claim(s)</u></b>	<b><u>Status</u></b>
Pinellas County, Florida	14-003403-C1	Laser Spine Institute Consulting LLC	Global Aircraft Acquisitions, LLC	Breach of contract related claims and tort	Complaint filed; discovery phase

**Letters of Credit:**

<b>Name of Grantor</b>	<b>Description of Letters of Credit</b>
None	

8. Except as set forth below, no Grantor has acquired any equity interests of another entity or substantially all the assets of another entity within the past five (5) years.

None.

## SCHEDULE 3.17

### INTELLECTUAL

### PROPERTY

#### PATENTS AND PATENT LICENSES

#### 1. Patents

Case #	Title	Owner	Country	Case Type	Application	Filing Date	Publication #	Publication Date	Patent #	Issue Date	Status
LASERSP 0005-PCT	Formaninoplasty Device	Laser Spine Surgical Center, LLC	Patent Cooperation Treaty	ORD	PCT/US12/20257	5-Jan-12	WO2012102842	2-Aug-12			Published
LASERSP 0006-PCT	Regeneration of Spinal Discs	Laser Spine Institute, LLC	Patent Cooperation Treaty	ORD	PCT/US2014/014404	3-Feb-14	WO 2014/123803	14-Aug-14			Published
	Regeneration of Spinal Discs	Laser Spine Institute, LLC	Uruguay		35.316	8-Feb-13					Pending
LASERS 0006-US	Regeneration of Spinal Discs	Laser Spine Institute, LLC	United States of America	PRI	13/762,471	3-Feb-13	2014/02272340	14-Aug-14	9,114,190	25-Aug-15	Published
LASERSP 0006-CA	Regeneration of Spinal Discs		Canada		PCT/US2014/014404	3-Feb-14					Pending
LASERSP 0006-US1	Regeneration of Spinal Discs	Laser Spine Institute, LLC	United States of America	PRI	14/699,349	29-Apr-15	US20150246077A1	3-Sep-15	9,649,342	5/16/2017	Published

#### 2. Patent

Licenses

None.

#### TRADEMARKS AND TRADEMARK LICENSES

#### 3. Trademarks

Serial #	Reg #	Word Mark	Owner	Attorney of Records	Register	Status	Live/Dead	Filing Date	Registration Date	Office Action Date	Office Action Deadline	Date of Response	Next Action Date	Jurisdiction
86424853		LSI (Letters)	Laser Spine Institute, LLC AKA Laser Spine Institute or LSI	Scott D. Locke	Principal		Pending	10/15/2014						United States
86358544		"LSI" (old-logo re-file)	Laser Spine Institute, LLC AKA LSI Laser Spine Institute	Scott D. Locke	Principal		Pending	8/6/2014						United States
77390847	3478447	"Laser Spine Institute"	Laser Spine Institute, LLC DBA Laser Spine Institute LIMITED LIABILITY COMPANY FLORIDA	Jillian Feltham	Supplemental	Registered	LIVE	2/7/2008	7/29/2008	5/23/2008	11/23/2008		7/29/2018	United States
86401849	4731409	Give & Grub	LSI Management Company, LLC	Scott D. Locke	Principal	Registered	LIVE	9/22/2014	5/5/2015			6/23/2008	5/5/2021	United States

86394395	4703864	"Vertical Lines" Logo	Lasers Spine Institute, LLC. Laser Spine Institute, LSI	Scott D. Locke	Principal	Registered	LIVE	9/15/2014	3/17/2015					3/17/2021	Unit State
77457105	3673997	"Take Your Life Back"	Laser Spine Institute, LLC LIMITED LIABILITY COMPANY FLORIDA	Jillian Feltham	Principal	Registered	LIVE	4/28/2008	8/25/2009	1/22/2009	7/22/2009			8/25/2019	Unit State
77750030	3846214	"Total Spine Care"	Laser Spine Institute, LLC LIMITED LIABILITY COMPANY FLORIDA	Jillian Feltham	Principal	Registered	LIVE	6/2/2009	9/7/2010				7/10/2009	9/25/2017	Unit State
85165194	3977511	RegenaDISC (Name)	Laser Spine Institute, LLC AKA LSI and Laser Spine Institute LIMITED LIABILITY COMPANY FLORIDA	Jillian Feltham	Principal	Registered	LIVE	10/29/2010	6/14/2011					6/4/2021	Unit State
85273127	4062683	The Spine Foundation (Logo)	The Spine Foundation Inc. DBA The Spine Foundation Phil Garcia, USA_Board Member Ray Monteleone, USA-Board Member non-profit corporation FLORIDA	Jillian Feltham	Principal	Registered	LIVE	3/22/2011	11/29/2011	6/30/2011	12/30/2011			11/29/2017	Unit State
85273050	4104490	"Aspen Back and Body"	Laser Spine Institute, LLC DBA Laser Spine Institute LIMITED LIABILITY COMPANY FLORIDA	Jillian Feltham	Principal	Registered	LIVE	3/22/2011	2/28/2012	5/24/2011	11/24/2011		7/5/2011	2/28/2018	Unit State
85064233	4155869	"The Leader In Endoscopic Spine Surgery"	Laser Spine Institute, LLC LIMITED LIABILITY COMPANY FLORIDA	Jillian Feltham	Supplemental	Registered	LIVE	6/16/2010	6/5/2012					6/5/2018	Unit State
85120996	4195200	"Relief Rock"	Laser Spine Institute, LLC LIMITED LIABILITY COMPANY FLORIDA	Jillian Feltham	Principal	Registered	LIVE	9/1/2010	8/21/2012	12/22/2010	6/22/2011			8/21/2018	Unit State
85572875	4265969	"Minimally Invasive Stabilization"	Laser Spine Institute, LLC LIMITED LIABILITY COMPANY FLORIDA	Jillian Feltham	Supplemental	Registered	LIVE	3/19/2012	12/25/2012	6/2/2012	12/2/2012		2/22/2011	12/25/2018	Unit State
85683885	4316307	Re-Registration of "Laser Spine Institute"	Laser Spine Institute, LLC AKA "Laser Spine Institute" or "LSI" LIMITED LIABILITY COMPANY FLORIDA	Jillian Feltham	Principal	Registered	LIVE	7/23/2012	4/9/2013	11/25/2012	5/25/2013		11/1/2012	4/9/2019	Unit State
85685547	4316347	Combination Mark (Logo+Name+Leader in Endoscopic Spine Surgery)	Laser Spine Institute, LLC AKA Laser Spine Institute or LSI LIMITED LIABILITY COMPANY FLORIDA	Jillian Feltham	Principal	Registered	LIVE	7/24/2012	4/9/2013	11/25/2012	5/25/2013		11/27/2012	4/9/2019	Unit State
85850827	4406738	From you. For a better you.	Laser Spine Institute, LLC AKA "Laser Spine Institute" or "LSI" LIMITED LIABILITY COMPANY FLORIDA	Jillian Feltham	Principal	Registered	LIVE	2/15/2013	9/24/2013					9/24/2019	Unit State
85693451	4433611	"Momentum Medical"	Laser Spine Institute, LLC AKA "Laser Spine Institute" or "LSI" LIMITED LIABILITY COMPANY FLORIDA	Jillian Feltham	Principal	Registered	LIVE	8/2/2012	11/12/2013	2/16/2013	8/26/2013			11/12/2018	Unit State
85850837	4421103	RegenaDISC Name + Slogan Combo	Laser Spine Institute, LLC AKA Laser Spine Institute or LSI LIMITED LIABILITY COMPANY FLORIDA	Jillian Feltham	Principal	Registered	LIVE	2/15/2013	10/22/2013	6/8/2013	12/8/2013		8/23/2013	10/22/2019	Unit State
85693437	4456039	"Momentum Medical Solutions"	Laser Spine Institute, LLC AKA "Laser Spine Institute" or "LSI" LIMITED LIABILITY COMPANY FLORIDA	Jillian Feltham	Principal	Registered	LIVE	8/2/2012	12/24/2013	4/16/2013	10/16/2013		6/11/2013	12/24/2019	Unit State
86090995	4537349	"Go from a life of back pain to a lifetime of living"	Laser Spine Institute, LLC LIMITED LIABILITY COMPANY FLORIDA	Jillian Feltham	Principal	Registered	LIVE	10/14/2013	5/27/2014					5/27/2019	Unit State
86674563	4895159	"Stand Tall"	Laser Spine Institute, LLC AKA Laser Spine Institute LSI	Scott D. Locke	Principal	Registered	LIVE	6/25/2015	2/2/2016					2/2/2021	Unit State

86785884	4987533	Bandage in circle with color	Laser Spine Institute, LLC AKA Laser Spine Institute LSI	Scott D. Locke	Principal	Registered	LIVE	10/13/2015	6/28/2016				6/28/2022	Unit State
86785888	5098484	"Less than 1-inch incision" with bandage (no color)	Laser Spine Institute, LLC AKA Laser Spine Institute LSI	Scott D. Locke	Principal	Registered		10/13/2015	12/13/2016				12/31/2021	Unit State
87321686		LSI Letters (medical services)	Laser Spine Institute, LLC AKA Laser Spine Institute LSI	Scott D. Locke	Principal	Pending		2/2/2017					11/3/2017	Unit State
1615159	TMA894, 234	"Laser Spine Institute The Leader In Endoscopic Spine Surgery"	Laser Spine Institute, LLC		Principal	Registered	LIVE	2/21/2013	1/16/2015				1/16/2030	Canada
1618657	TMA939, 590	RegenaDISC & Design (logo)	Laser Spine Institute, LLC		Principal	Registered	LIVE	3/19/2013	6/2/2016	12/24/2015	6/24/2016		6/2/2031	Canada
86365011		"LivMD" (re-file)	Laser Spine Institute, LLC AKA Laser Spine Institute LSI	Jillian Feltham	Principal		Pending	8/13/2014		7/30/2015	8/24/2016	5/31/2016	2/24/2018	Unit State
												8/19/2016		

#### 4. Domain Names

ARTHRITISINTHESPINE.COM	3/12/2007	Active	Private
ASPENBACKINSTITUTE.COM	7/9/2006	Active	Public
AVOIDINGBACKPAIN.COM	1/20/2008	Active	Private
BACKINJURYSPORTS.COM	7/8/2009	Active	Public
BACKINJURYSPORTS.INFO	7/8/2009	Active	Public
BACKINJURYSPORTS.NET	7/8/2009	Active	Public
BACKLASERSURGERY.COM	7/8/2009	Active	Public
BACKLASERSURGERY.INFO	7/8/2009	Active	Public
BACKLASERSURGERY.NET	7/8/2009	Active	Public
BACKPAINARIZONA.COM	7/8/2009	Active	Public
BACKPAINCALIFORNIA.COM	7/8/2009	Active	Public
BACKPAINCANADA.NET	7/8/2009	Active	Public
BACKPAINFLORIDA.NET	7/8/2009	Active	Public
BACKPAINGEORGIA.NET	7/8/2009	Active	Public
BACKPAININTERNATIONAL.NET	7/8/2009	Active	Public
BACKPAINPENNSYLVANIA.COM	7/8/2009	Active	Public
BACKPAINPHILADELPHIA.COM	7/8/2009	Active	Public
BACKPAINSURGERY.INFO	7/8/2009	Active	Public
BACKPAINTEXAS.NET	7/8/2009	Active	Public
BACKSPORTSINJURY.INFO	7/8/2009	Active	Public
BACKSPORTSINJURY.NET	7/8/2009	Active	Public
BACKSURGERY-INFO.INFO	7/16/2007	Active	Private
BACKSURGERYALTERNATIVES.INFO	7/8/2009	Active	Public
BACKSURGERYALTERNATIVES.NET	7/8/2009	Active	Public
BACKSURGERYFORUM.COM	3/26/2007	Active	Public
BACKSURGERYRECOVERY.COM	7/8/2009	Active	Public
BACKSURGERYRECOVERY.INFO	7/8/2009	Active	Public
BACKSURGERYRECOVERY.NET	7/8/2009	Active	Public
BODYLIV.COM	5/23/2012	Active	Public
BONESPURBACK.COM	1/14/2011	Active	Public
BONESPURSINFO.COM	5/29/2007	Active	Private
BULGING-DISC-INFO.COM	10/19/2007	Active	Private
BULGING-DISC.INFO	4/22/2007	Active	Public

BULGINGDISCBACK.COM	1/14/2011	Active	Public
CELLINGTREATMENTCENTERS.COM	2/19/2010	Active	Public
CHRONICBACKPAIN.TREATMENT.INFO	7/8/2009	Active	Public
DEGENERATIVE-DISC.COM	4/22/2007	Active	Public
DEGENERATIVE-DISC.INFO	4/22/2007	Active	Public
DEGENERATIVEDISC.INFO	3/12/2007	Active	Private
DEGENERATIVEDISCBACK.COM	1/14/2011	Active	Public
DISC-HERNIATED.COM	6/17/2006	Active	Public
DISCHERNIATED.COM	6/17/2006	Active	Public
DISKECTOMY.INFO	4/22/2007	Active	Public
FACET-DISEASE.COM	4/22/2007	Active	Public
FACET-DISEASE.INFO	4/22/2007	Active	Public
FACET-DISEASE.NET	1/14/2011	Active	Public
FACETDISEASEFACTS.COM	1/15/2008	Active	Private
FACETTHERMALABLATION.COM	4/22/2007	Active	Public
FACETTHERMALABLATION.INFO	4/22/2007	Active	Public
FAILEDBACKSURGERY.NET	7/8/2009	Active	Public
FAILEDOPENBACKSURGERY.INFO	7/8/2009	Active	Public
FAILEDOPENBACKSURGERY.NET	7/8/2009	Active	Public
FAILEDSPINESURGERY.INFO	7/8/2009	Active	Public
FAILEDSPINESURGERY.NET	7/8/2009	Active	Public
FORAMINAL-STENOSIS.COM	4/22/2007	Active	Public
FORAMINAL-STENOSIS.INFO	4/22/2007	Active	Public
HEALTHYSPINEEXERCISES.COM	1/11/2013	Active	Public
HERNIATED-DISC-INFO.COM	1/14/2011	Active	Public
HERNIATEDDISKTREATMENTS.COM	5/29/2007	Active	Private
INFO-ON-BACK-PAIN.COM	2/12/2007	Active	Private
INFO-ON-SCIATICA.INFO	8/22/2007	Active	Private
LAMINOTOMY.INFO	4/22/2007	Active	Public
LASERSCOPIC.COM	7/11/2013	Active	Public
LASERSCOPIC.INFO	7/11/2013	Active	Public
LASERSCOPIC.NET	7/11/2013	Active	Public
LASERSCOPIC.ORG	7/11/2013	Active	Public
LASERSCOPICSPINE.COM	7/11/2013	Active	Public
LASERSCOPICSPINEINSTITUTE.COM	7/11/2013	Active	Public
LASERSCOPICSPINESURGEON.COM	7/11/2013	Active	Public
LASERSCOPICSPINESURGEONS.COM	7/11/2013	Active	Public
LASERSCOPICSPINESURGERY.COM	7/11/2013	Active	Public
LASERSPINALSURGERY.INFO	7/8/2009	Active	Public
LASERSPINALSURGERY.NET	7/8/2009	Active	Public
LASERSPINE.BIZ	2/8/2008	Active	Public
LASERSPINE.INFO	2/8/2008	Active	Public
LASERSPINE.NET	11/15/2011	Active	Private
LASERSPINE.US	2/8/2008	Active	Public
LASERSPINECHICAGO.NET	7/11/2013	Active	Public
LASERSPINECOMPLAINTS.COM	6/12/2013	Active	Public
LASERSPINECONSULTING.COM	12/8/2011	Active	Public

LASERSPINEDOCTORS.COM	1/11/2013	Active	Public
LASERSPINEFOUNDATION.COM	8/23/2010	Active	Public
LASERSPINEFOUNDATION.ORG	8/23/2010	Active	Public
LASERSPINEGOLF.COM	11/18/2010	Active	Public
LASERSPINEINFO.COM	11/13/2009	Active	Public
LASERSPINEINSTITUTE.BIZ	10/19/2006	Active	Public
LASERSPINEINSTITUTE.CC	10/19/2006	Active	Public
LASERSPINEINSTITUTE.INFO	10/19/2006	Active	Public
LASERSPINEINSTITUTE.ME	12/13/2009	Active	Public
LASERSPINEINSTITUTE.MOBI	10/19/2006	Active	Public
LASERSPINEINSTITUTE.NAME	10/19/2006	Active	Public
LASERSPINEINSTITUTE.NET	6/17/2006	Active	Public
LASERSPINEINSTITUTE.ORG	6/17/2006	Active	Public
LASERSPINEINSTITUTE.TV	10/19/2006	Active	Public
LASERSPINEINSTITUTE.US	10/19/2006	Active	Public
LASERSPINEINSTITUTE.WS	10/19/2006	Active	Public
LASERSPINEINSTITUTECHICAGO.COM	7/11/2013	Active	Public
LASERSPINEINSTITUTECHICAGO.INFO	7/11/2013	Active	Public
LASERSPINEINSTITUTECHICAGO.NET	7/11/2013	Active	Public
LASERSPINEINSTITUTECOMPLAINTS.COM	3/31/2010	Active	Public
LASERSPINEINSTITUTECONSULTING.COM	12/8/2011	Active	Public
LASERSPINEINSTITUTEFRAUD.COM	3/31/2010	Active	Public
LASERSPINEINSTITUTEHOUSTON.COM	3/6/2013	Active	Public
LASERSPINEINSTITUTEHOUSTON.INFO	3/6/2013	Active	Public
LASERSPINEINSTITUTEHOUSTON.NET	3/6/2013	Active	Public
LASERSPINEINSTITUTEHOUSTON.ORG	3/6/2013	Active	Public
LASERSPINEINSTITUTELAWSUITS.COM	3/31/2010	Active	Public
LASERSPINEINSTITUTELOCATIONS.COM	1/11/2013	Active	Public
LASERSPINEINSTITUTEOHIO.COM	10/12/2010	Active	Private
LASERSPINEINSTITUTEOKLAHOMA.COM	8/23/2010	Active	Private
LASERSPINEINSTITUTEREVIEWS.COM	3/31/2010	Active	Public
LASERSPINEINSTITUTESCAM.COM	3/31/2010	Active	Public
LASERSPINEINSTITUTETAMPA.COM	6/28/2010	Active	Private
LASERSPINELOCATIONS.COM	1/11/2013	Active	Public
LASERSPINEMALPRACTICE.COM	6/12/2013	Active	Public
LASERSPINEMALPRACTICE.INFO	6/12/2013	Active	Public
LASERSPINEMALPRACTICE.NET	6/12/2013	Active	Public
LASERSPINEMALPRACTICE.ORG	6/12/2013	Active	Public
LASERSPINENEWSROOM.COM	1/11/2013	Active	Public
LASERSPINEREVIEWS.COM	6/12/2013	Active	Public
LASERSPINEREVIEWS.INFO	6/12/2013	Active	Public
LASERSPINEREVIEWS.NET	6/12/2013	Active	Public
LASERSPINEREVIEWS.ORG	6/12/2013	Active	Public
LASERSPINESURGERY-INFO.COM	2/26/2008	Active	Private
LASERSPINESURGERY.INFO	7/8/2009	Active	Public
LASERSPINESURGERYREVIEWS.COM	6/12/2013	Active	Public
LASERSPINESURGERYREVIEWS.INFO	6/12/2013	Active	Public

LASERSPINESURGERYREVIEWS.NET	6/12/2013	Active	Public
LASERSPINESURGERYREVIEWS.ORG	6/12/2013	Active	Public
LASERSPINEWELLNESS.COM	2/15/2013	Active	Public
LASERSPINEWELLNESS.INFO	2/15/2013	Active	Public
LASERSPINEWELLNESS.NET	2/15/2013	Active	Public
LASERSPINEWELLNESS.ORG	2/15/2013	Active	Public
LOWERBACK-PAIN.INFO	7/16/2007	Active	Private
LSI-JAX.COM	7/16/2009	Active	Public
LSIBRADENTON.COM	7/16/2009	Active	Public
LSICALLCENTER.COM	6/5/2007	Active	Public
LSICALLCENTER.INFO	6/5/2007	Active	Public
LSICAREERS.COM	3/11/2009	Active	Public
LSICONULTATION.COM	9/22/2009	Active	Private
LSIDOCTORS.COM	1/11/2013	Active	Public
LSIEXPERIENCE.COM	7/20/2009	Active	Public
LSIEXPERIENCE.INFO	7/21/2009	Active	Public
LSIFLAGSTAFF.COM	7/16/2009	Active	Public
LSILOCATIONS.COM	1/11/2013	Active	Public
LSIMD.MOBI	3/13/2008	Active	Public
LSIMELBOURNE.COM	7/16/2009	Active	Public
LSIMIAMI.COM	7/16/2009	Active	Public
LSINAPLES.COM	7/16/2009	Active	Public
LSINEWSROOM.COM	1/11/2013	Active	Public
LSIOCALA.COM	7/16/2009	Active	Public
LSIORLANDO.COM	7/16/2009	Active	Public
LSIPHILADELPHIA.COM	12/15/2008	Active	Public
LSIPHILLY.COM	12/15/2008	Active	Private
LSIPHYSICIANRELATIONS.COM	8/5/2011	Active	Public
LSIPRESCOTT.COM	7/16/2009	Active	Public
LSISARASOTA.COM	7/16/2009	Active	Public
LSISCOTTSDALE.COM	11/26/2008	Active	Private
LSITAMPA.COM	12/15/2008	Active	Public
LSITUCSON.COM	7/16/2009	Active	Public
LSIVILLAGES.COM	7/16/2009	Active	Private
LSIWESTCOAST.COM	3/26/2009	Active	Private
LSIYUMA.COM	7/16/2009	Active	Public
MYLASERSPINE.COM	6/12/2013	Active	Public
MYPINALDOCTOR.COM	6/12/2013	Active	Public
MYPINALDOCTORS.COM	6/12/2013	Active	Public
MYPINECONSULT.COM	12/13/2011	Active	Public
NECKBONESPURS.INFO	4/22/2007	Active	Public
NECKSPURSSURGERY.COM	1/31/2008	Active	Private
NERVE-PINCHED.COM	6/20/2006	Active	Public
NERVE-SCIATICA.COM	4/22/2007	Active	Public
NERVE-SCIATICA.INFO	4/22/2007	Active	Public
NORTHAMERICANLASERSCOPICSPINEINSTITUTE.COM	7/11/2013	Active	Public
NORTHAMERICANLASERSCOPICSPINEINSTITUTE.NET	7/11/2013	Active	Public

NUTRISPINE.COM	3/8/2011	Active	Public
OPTIMUM360.COM	12/14/2011	Active	Public
ORTHOPEDICSPINALSURGERY.COM	7/8/2009	Active	Public
ORTHOPEDICSPINALSURGERY.INFO	7/8/2009	Active	Public
ORTHOPEDICSPINALSURGERY.NET	7/8/2009	Active	Public
PAINFULBACKCONDITIONS.COM	1/15/2008	Active	Private
PERCUTANEOUSARTHROSCOPICDISCECTOMY.COM	4/22/2007	Active	Public
PERCUTANEOUSARTHROSCOPICDISCECTOMY.INFO	4/22/2007	Active	Public
PINCHEDNERVESPINE.COM	1/14/2011	Active	Public
REGENADISC.COM	8/6/2010	Active	Public
REVITAWELL.COM	10/29/2012	Active	Public
RUPTUREDDISCIINFO.COM	1/31/2008	Active	Private
SCAR-TISSUE-FACTS.COM	10/19/2007	Active	Private
SCAR-TISSUE.INFO	4/22/2007	Active	Public
SCIATICA-INFO.COM	1/14/2011	Active	Public
SEMINARIDEESPALDA.COM	2/20/2009	Active	Public
SPINAL-ARTHRITIS.NET	1/14/2011	Active	Public
SPINAL-FUSION-ALTERNATIVE.COM	4/22/2007	Active	Public
SPINAL-FUSION-ALTERNATIVE.INFO	4/22/2007	Active	Public
SPINAL-FUSION.INFO	4/22/2007	Active	Public
SPINALDECOMPRESSIONINFO.COM	1/31/2008	Active	Private
SPINALFUSIONALTERNATIVE.COM	1/31/2008	Active	Private
SPINALINJURYTREATMENT.COM	7/8/2009	Active	Public
SPINALINJURYTREATMENT.INFO	7/8/2009	Active	Public
SPINALINJURYTREATMENT.NET	7/8/2009	Active	Public
SPINALSTENOSIS-INFO.COM	1/14/2011	Active	Public
SPINE-EXERCISES.COM	1/11/2013	Active	Public
SPINE-SURGEONS.INFO	8/22/2007	Active	Private
SPINEARTHRTIS.INFO	4/22/2007	Active	Public
SPINEINSTITUTE.INFO	7/8/2009	Active	Public
SPINEINSTITUTE.US	7/8/2009	Active	Public
SPINEMD.BIZ	2/8/2008	Active	Public
SPINEMD.TV	2/7/2008	Active	Public
SPINESEMINAR.COM	10/24/2008	Active	Private
SPINESURGERY.BIZ	7/8/2009	Active	Public
SPINESURGERYLEADER.COM	7/5/2011	Active	Public
SPONDYLOLISTHESISBACK.COM	1/14/2011	Active	Public
STENOSIS-FORAMINAL.COM	1/15/2008	Active	Private
STENOSIS-SPINAL.COM	6/20/2006	Active	Public
STENOSIS-SPINAL.INFO	4/22/2007	Active	Public
SUCCESSFULBACKSURGERY.COM	7/8/2009	Active	Public
SUCCESSFULBACKSURGERY.INFO	7/8/2009	Active	Public
SUCCESSFULSPINESURGERY.COM	7/8/2009	Active	Public
SUCCESSFULSPINESURGERY.INFO	7/8/2009	Active	Public
SUCCESSFULSPINESURGERY.NET	7/8/2009	Active	Public
SUELASERSPINE.COM	6/12/2013	Active	Public
SUELASERSPINE.INFO	6/12/2013	Active	Public



SUELASERSPINE.NET	6/12/2013	Active	Public
SUELASERSPINE.ORG	6/12/2013	Active	Public
SUELASERSPINEINSTITUTE.COM	6/12/2013	Active	Public
SUELASERSPINEINSTITUTE.INFO	6/12/2013	Active	Public
SUELASERSPINEINSTITUTE.NET	6/12/2013	Active	Public
SUELASERSPINEINSTITUTE.ORG	6/12/2013	Active	Public
SURGERY-LUMBAR.COM	2/26/2008	Active	Private
THESPINALCOLUMNS.COM	5/8/2008	Active	Private
THESPINEFOUNDATION.COM	6/16/2011	Active	Public
THESPINEFOUNDATION.ORG	2/14/2011	Active	Public
THESTEMCELLCLINIC.COM	2/5/2013	Active	Public
TOTALBACKBODY.COM	11/10/2010	Active	Public
TOTALSPINECARE.BIZ	6/13/2009	Active	Public
TOTALSPINECARE.INFO	6/13/2009	Active	Public
TOTALSPINECARE.MOBI	6/13/2009	Active	Public
TOTALSPINECARE.ORG	6/13/2009	Active	Public
TOTALSPINECARE.WS	6/13/2009	Active	Public
TOTALSPINEHEALTH.BIZ	1/13/2009	Active	Public
TOTALSPINEHEALTH.COM	1/13/2009	Active	Public
TOTALSPINEHEALTH.INFO	1/13/2009	Active	Public
TOTALSPINEHEALTH.ME	1/13/2009	Active	Public
TOTALSPINEHEALTH.MOBI	1/13/2009	Active	Public
TOTALSPINEHEALTH.NET	1/13/2009	Active	Public
TOTALSPINEHEALTH.ORG	1/13/2009	Active	Public
TOTALSPINEHEALTH.TV	1/13/2009	Active	Public
TOTALSPINEHEALTH.US	1/13/2009	Active	Public
TOTALSPINEHEALTH.WS	1/13/2009	Active	Public
TREATBACKPAIN.NET	7/8/2009	Active	Public
VIBILITY.COM	8/27/2012	Active	Public
BACKSURGERYSANANTONIO.COM	7/25/2013	Active	Public
BACKSURGERYSANANTONIO.INFO	7/25/2013	Active	Public
BACKSURGERYSANANTONIO.NET	7/25/2013	Active	Public
BACKSURGERYSANANTONIO.ORG	7/25/2013	Active	Public
LASER-SPINE-INSTITUTE-CENTERS.COM	12/16/2013	Active	Public
LASER-SPINE-INSTITUTE-COMPLAINTS.COM	12/16/2013	Active	Public
LASER-SPINE-INSTITUTE-LAWSUITS.COM	12/16/2013	Active	Public
LASER-SPINE-INSTITUTE-SCAM.COM	12/16/2013	Active	Public
LASER-SPINE-INSTITUTE.CO	12/16/2013	Active	Public
LASER-SPINE-INSTITUTE.ORG	12/16/2013	Active	Public
LASERBACKINSTITUTE.COM	4/14/2008	Active	Private
LASERSCOPICSPINE.INFO	7/11/2013	Active	Public
LASERSCOPICSPINE.NET	7/11/2013	Active	Public
LASERSCOPICSPINE.ORG	7/11/2013	Active	Public
LASERSCOPICSPINEINSTITUTE.INFO	7/11/2013	Active	Public
LASERSCOPICSPINEINSTITUTE.NET	7/11/2013	Active	Public
LASERSCOPICSPINEINSTITUTE.ORG	7/11/2013	Active	Public
LASERSCOPICSPINESURGEON.INFO	7/11/2013	Active	Public

LASERSCOPICSPINESURGEON.NET	7/11/2013	Active	Public
LASERSCOPICSPINESURGEON.ORG	7/11/2013	Active	Public
LASERSCOPICSPINESURGEONS.INFO	7/11/2013	Active	Public
LASERSCOPICSPINESURGEONS.NET	7/11/2013	Active	Public
LASERSCOPICSPINESURGEONS.ORG	7/11/2013	Active	Public
LASERSCOPICSPINESURGERY.INFO	7/11/2013	Active	Public
LASERSCOPICSPINESURGERY.NET	7/11/2013	Active	Public
LASERSCOPICSPINESURGERY.ORG	7/11/2013	Active	Public
LASERSPINEATLANTA.COM	9/19/2013	Active	Public
LASERSPINEATLANTA.INFO	9/19/2013	Active	Public
LASERSPINEATLANTA.NET	9/19/2013	Active	Public
LASERSPINEATLANTA.ORG	9/19/2013	Active	Public
LASERSPINEBOSTON.COM	10/31/2013	Active	Public
LASERSPINEBOSTON.INFO	10/31/2013	Active	Public
LASERSPINEBOSTON.NET	10/31/2013	Active	Public
LASERSPINEBOSTON.ORG	10/31/2013	Active	Public
LASERSPINECINCINNATI.COM	9/19/2013	Active	Public
LASERSPINECINCINNATI.INFO	9/19/2013	Active	Public
LASERSPINECINCINNATI.NET	9/19/2013	Active	Public
LASERSPINECINCINNATI.ORG	9/19/2013	Active	Public
LASERSPINECLEVELAND.COM	9/19/2013	Active	Public
LASERSPINECLEVELAND.INFO	9/19/2013	Active	Public
LASERSPINECLEVELAND.NET	9/19/2013	Active	Public
LASERSPINECLEVELAND.ORG	9/19/2013	Active	Public
LASERSPINEDC.COM	9/19/2013	Active	Public
LASERSPINEDC.INFO	9/19/2013	Active	Public
LASERSPINEDC.NET	9/19/2013	Active	Public
LASERSPINEDC.ORG	9/19/2013	Active	Public
LASERSPINEDENVER.COM	9/19/2013	Active	Public
LASERSPINEDENVER.INFO	9/19/2013	Active	Public
LASERSPINEDENVER.NET	9/19/2013	Active	Public
LASERSPINEDENVER.ORG	9/19/2013	Active	Public
LASERSPINEHEALTHINSTITUTE.ORG	12/16/2013	Active	Public
laserspineinstitute.la	12/16/2013	Active	Public
LASERSPINEINSTITUTEATLANTA.COM	9/19/2013	Active	Public
LASERSPINEINSTITUTEATLANTA.INFO	9/19/2013	Active	Public
LASERSPINEINSTITUTEATLANTA.NET	9/19/2013	Active	Public
LASERSPINEINSTITUTEATLANTA.ORG	9/19/2013	Active	Public
LASERSPINEINSTITUTEBOSTON.COM	10/31/2013	Active	Public
LASERSPINEINSTITUTEBOSTON.INFO	10/31/2013	Active	Public
LASERSPINEINSTITUTEBOSTON.NET	10/31/2013	Active	Public
LASERSPINEINSTITUTEBOSTON.ORG	10/31/2013	Active	Public
LASERSPINEINSTITUTECENTER.CO	12/16/2013	Active	Public
LASERSPINEINSTITUTECENTER.COM	12/16/2013	Active	Public
LASERSPINEINSTITUTECENTER.NET	12/16/2013	Active	Public
LASERSPINEINSTITUTECENTERS.CO	12/16/2013	Active	Public
LASERSPINEINSTITUTECENTERS.INFO	12/16/2013	Active	Public

LASERSPINEINSTITUTECENTERS.NET	12/16/2013	Active	Public
LASERSPINEINSTITUTECENTERS.ORG	12/16/2013	Active	Public
LASERSPINEINSTITUTECHICAGO.ORG	7/11/2013	Active	Public
LASERSPINEINSTITUTECINNATI.COM	9/19/2013	Active	Public
LASERSPINEINSTITUTECINNATI.INFO	9/19/2013	Active	Public
LASERSPINEINSTITUTECINNATI.NET	9/19/2013	Active	Public
LASERSPINEINSTITUTECINNATI.ORG	9/19/2013	Active	Public
LASERSPINEINSTITUTECLASSACTION.COM	12/16/2013	Active	Public
LASERSPINEINSTITUTECLASSACTION.INFO	12/16/2013	Active	Public
LASERSPINEINSTITUTECLASSACTION.NET	12/16/2013	Active	Public
LASERSPINEINSTITUTECLASSACTION.ORG	12/16/2013	Active	Public
LASERSPINEINSTITUTECLASSACTIONLAWSUIT.COM	12/16/2013	Active	Public
LASERSPINEINSTITUTECLASSACTIONLAWSUIT.INFO	12/16/2013	Active	Public
LASERSPINEINSTITUTECLASSACTIONLAWSUIT.NET	12/16/2013	Active	Public
LASERSPINEINSTITUTECLASSACTIONLAWSUIT.ORG	12/16/2013	Active	Public
LASERSPINEINSTITUTECLEVELAND.COM	9/19/2013	Active	Public
LASERSPINEINSTITUTECLEVELAND.INFO	9/19/2013	Active	Public
LASERSPINEINSTITUTECLEVELAND.NET	9/19/2013	Active	Public
LASERSPINEINSTITUTECLEVELAND.ORG	9/19/2013	Active	Public
LASERSPINEINSTITUTECOMPLAINT.CO	12/16/2013	Active	Public
LASERSPINEINSTITUTECOMPLAINT.COM	12/16/2013	Active	Public
LASERSPINEINSTITUTECOMPLAINT.INFO	12/16/2013	Active	Public
LASERSPINEINSTITUTECOMPLAINT.NET	12/16/2013	Active	Public
LASERSPINEINSTITUTECOMPLAINT.ORG	12/16/2013	Active	Public
LASERSPINEINSTITUTECOMPLAINTS.CO	12/16/2013	Active	Public
LASERSPINEINSTITUTECOMPLAINTS.INFO	12/16/2013	Active	Public
LASERSPINEINSTITUTECOMPLAINTS.NET	12/16/2013	Active	Public
LASERSPINEINSTITUTECOMPLAINTS.ORG	12/16/2013	Active	Public
LASERSPINEINSTITUTEDALLAS.COM	10/31/2013	Active	Public
LASERSPINEINSTITUTEDALLAS.INFO	10/31/2013	Active	Public
LASERSPINEINSTITUTEDALLAS.NET	10/31/2013	Active	Public
LASERSPINEINSTITUTEDALLAS.ORG	10/31/2013	Active	Public
LASERSPINEINSTITUTEDC.COM	9/19/2013	Active	Public
LASERSPINEINSTITUTEDC.INFO	9/19/2013	Active	Public
LASERSPINEINSTITUTEDC.NET	9/19/2013	Active	Public
LASERSPINEINSTITUTEDC.ORG	9/19/2013	Active	Public
LASERSPINEINSTITUTEDENVER.COM	9/19/2013	Active	Public
LASERSPINEINSTITUTEDENVER.INFO	9/19/2013	Active	Public
LASERSPINEINSTITUTEDENVER.NET	9/19/2013	Active	Public
LASERSPINEINSTITUTEDENVER.ORG	9/19/2013	Active	Public
LASERSPINEINSTITUTEDOCTORS.COM	12/16/2013	Active	Public
LASERSPINEINSTITUTEDOCTORS.NET	12/16/2013	Active	Public
LASERSPINEINSTITUTEDOCTORS.ORG	12/16/2013	Active	Public
LASERSPINEINSTITUTEFOUNDATION.ORG	12/16/2013	Active	Public
LASERSPINEINSTITUTEKANSASCITY.COM	10/31/2013	Active	Public
LASERSPINEINSTITUTEKANSASCITY.INFO	10/31/2013	Active	Public
LASERSPINEINSTITUTEKANSASCITY.NET	10/31/2013	Active	Public

LASERSPINEINSTITUTEKANSASCITY.ORG	10/31/2013	Active	Public
LASERSPINEINSTITUTELAWSUIT.CO	12/16/2013	Active	Public
LASERSPINEINSTITUTELAWSUIT.COM	12/16/2013	Active	Public
LASERSPINEINSTITUTELAWSUIT.INFO	12/16/2013	Active	Public
LASERSPINEINSTITUTELAWSUIT.NET	12/16/2013	Active	Public
LASERSPINEINSTITUTELAWSUIT.ORG	12/16/2013	Active	Public
LASERSPINEINSTITUTELAWSUITS.CO	12/16/2013	Active	Public
LASERSPINEINSTITUTELAWSUITS.INFO	12/16/2013	Active	Public
LASERSPINEINSTITUTELAWSUITS.NET	12/16/2013	Active	Public
LASERSPINEINSTITUTELAWSUITS.ORG	12/16/2013	Active	Public
LASERSPINEINSTITUTEMALPRACTICE.CO	12/16/2013	Active	Public
LASERSPINEINSTITUTEMALPRACTICE.COM	12/16/2013	Active	Public
LASERSPINEINSTITUTEMALPRACTICE.INFO	12/16/2013	Active	Public
LASERSPINEINSTITUTEMALPRACTICE.NET	12/16/2013	Active	Public
LASERSPINEINSTITUTEMALPRACTICE.ORG	12/16/2013	Active	Public
LASERSPINEINSTITUTENASHVILLE.COM	9/19/2013	Active	Public
LASERSPINEINSTITUTENASHVILLE.INFO	9/19/2013	Active	Public
LASERSPINEINSTITUTENASHVILLE.NET	9/19/2013	Active	Public
LASERSPINEINSTITUTENASHVILLE.ORG	9/19/2013	Active	Public
LASERSPINEINSTITUTENEWYORK.COM	10/31/2013	Active	Public
LASERSPINEINSTITUTENEWYORK.INFO	10/31/2013	Active	Public
LASERSPINEINSTITUTENEWYORK.NET	10/31/2013	Active	Public
LASERSPINEINSTITUTENEWYORK.ORG	10/31/2013	Active	Public
LASERSPINEINSTITUTEOPERATION.COM	12/16/2013	Active	Public
LASERSPINEINSTITUTEOPERATIONS.COM	12/16/2013	Active	Public
LASERSPINEINSTITUTEOUTCOME.COM	12/16/2013	Active	Public
LASERSPINEINSTITUTEOUTCOMES.COM	12/16/2013	Active	Public
LASERSPINEINSTITUTEPROVIDENCE.COM	10/31/2013	Active	Public
LASERSPINEINSTITUTEPROVIDENCE.INFO	10/31/2013	Active	Public
LASERSPINEINSTITUTEPROVIDENCE.NET	10/31/2013	Active	Public
LASERSPINEINSTITUTEPROVIDENCE.ORG	10/31/2013	Active	Public
LASERSPINEINSTITUTERESULTS.COM	12/16/2013	Active	Public
LASERSPINEINSTITUTESANANTONIO.COM	7/25/2013	Active	Public
LASERSPINEINSTITUTESANANTONIO.INFO	7/25/2013	Active	Public
LASERSPINEINSTITUTESANANTONIO.NET	7/25/2013	Active	Public
LASERSPINEINSTITUTESANANTONIO.ORG	7/25/2013	Active	Public
LASERSPINEINSTITUTESCAM.CO	12/16/2013	Active	Public
LASERSPINEINSTITUTESCAM.INFO	12/16/2013	Active	Public
LASERSPINEINSTITUTESCAM.NET	12/16/2013	Active	Public
LASERSPINEINSTITUTESCAM.ORG	12/16/2013	Active	Public
LASERSPINEINSTITUTESCAMS.CO	12/16/2013	Active	Public
LASERSPINEINSTITUTESCAMS.COM	12/16/2013	Active	Public
LASERSPINEINSTITUTESCAMS.INFO	12/16/2013	Active	Public
LASERSPINEINSTITUTESCAMS.NET	12/16/2013	Active	Public
LASERSPINEINSTITUTESCAMS.ORG	12/16/2013	Active	Public
LASERSPINEINSTITUTESEATTLE.COM	10/31/2013	Active	Public
LASERSPINEINSTITUTESEATTLE.INFO	10/31/2013	Active	Public

LASERSPINEINSTITUTESEATTLE.NET	10/31/2013	Active	Public
LASERSPINEINSTITUTESEATTLE.ORG	10/31/2013	Active	Public
LASERSPINEINSTITUTESTLOUIS.COM	9/19/2013	Active	Public
LASERSPINEINSTITUTESTLOUIS.INFO	9/19/2013	Active	Public
LASERSPINEINSTITUTESTLOUIS.NET	9/19/2013	Active	Public
LASERSPINEINSTITUTESTLOUIS.ORG	9/19/2013	Active	Public
LASERSPINEINSTITUTESURGEONS.CO	12/16/2013	Active	Public
LASERSPINEINSTITUTESURGEONS.COM	12/16/2013	Active	Public
LASERSPINEINSTITUTESURGEONS.INFO	12/16/2013	Active	Public
LASERSPINEINSTITUTESURGEONS.NET	12/16/2013	Active	Public
LASERSPINEINSTITUTESURGEONS.ORG	12/16/2013	Active	Public
LASERSPINEINSTITUTETREATMENT.COM	12/16/2013	Active	Public
LASERSPINEINSTITUTETREATMENT.INFO	12/16/2013	Active	Public
LASERSPINEINSTITUTETREATMENT.NET	12/16/2013	Active	Public
LASERSPINEINSTITUTETREATMENT.ORG	12/16/2013	Active	Public
LASERSPINEKANSASCITY.COM	10/31/2013	Active	Public
LASERSPINEKANSASCITY.INFO	10/31/2013	Active	Public
LASERSPINEKANSASCITY.NET	10/31/2013	Active	Public
LASERSPINEKANSASCITY.ORG	10/31/2013	Active	Public
LASERSPINENASHVILLE.COM	9/19/2013	Active	Public
LASERSPINENASHVILLE.INFO	9/19/2013	Active	Public
LASERSPINENASHVILLE.NET	9/19/2013	Active	Public
LASERSPINENASHVILLE.ORG	9/19/2013	Active	Public
LASERSPINENEWYORK.COM	10/31/2013	Active	Public
LASERSPINENEWYORK.INFO	10/31/2013	Active	Public
LASERSPINENEWYORK.NET	10/31/2013	Active	Public
LASERSPINENEWYORK.ORG	10/31/2013	Active	Public
LASERSPINEPROVIDENCE.COM	10/31/2013	Active	Public
LASERSPINEPROVIDENCE.INFO	10/31/2013	Active	Public
LASERSPINEPROVIDENCE.NET	10/31/2013	Active	Public
LASERSPINEPROVIDENCE.ORG	10/31/2013	Active	Public
LASERSPINESEATTLE.COM	10/31/2013	Active	Public
LASERSPINESEATTLE.INFO	10/31/2013	Active	Public
LASERSPINESEATTLE.NET	10/31/2013	Active	Public
LASERSPINESEATTLE.ORG	10/31/2013	Active	Public
LASERSPINESTLOUIS.COM	9/19/2013	Active	Public
LASERSPINESTLOUIS.INFO	9/19/2013	Active	Public
LASERSPINESTLOUIS.NET	9/19/2013	Active	Public
LASERSPINESTLOUIS.ORG	9/19/2013	Active	Public
LIGHTBEAMSPINEINSTITUTESCAM.CO	12/16/2013	Active	Public
LSI-HOUSTON.COM	12/10/2013	Active	Public
LSIHOUSTON.NET	12/10/2013	Active	Private
LSIHOUSTON.ORG	12/10/2013	Active	Public
LSIKANSASCITY.COM	10/31/2013	Active	Public
LSIKANSASCITY.INFO	10/31/2013	Active	Public
LSIKANSASCITY.NET	10/31/2013	Active	Public
LSIKANSASCITY.ORG	10/31/2013	Active	Public

LSINEWSROOM.NET	12/16/2013	Active	Public
LSIOKLAHOMACITY.COM	12/10/2013	Active	Public
LSIOKLAHOMACITY.INFO	12/10/2013	Active	Public
LSIOKLAHOMACITY.NET	12/10/2013	Active	Public
LSIOKLAHOMACITY.ORG	12/10/2013	Active	Public
LSIPROVIDENCE.COM	10/31/2013	Active	Public
LSIPROVIDENCE.INFO	10/31/2013	Active	Public
LSIPROVIDENCE.NET	10/31/2013	Active	Public
LSIPROVIDENCE.ORG	10/31/2013	Active	Public
LSISEATTLE.COM	10/31/2013	Active	Public
LSISEATTLE.INFO	10/31/2013	Active	Public
LSISEATTLE.NET	10/31/2013	Active	Public
LSISEATTLE.ORG	10/31/2013	Active	Public
NORTHAMERICANLASERSCOPICSPINEINSTITUTE.INFO	7/11/2013	Active	Public
NORTHAMERICANLASERSCOPICSPINEINSTITUTE.ORG	7/11/2013	Active	Public
SPINALDOCTORSSANANTONIO.COM	7/25/2013	Active	Public
SPINALDOCTORSSANANTONIO.INFO	7/25/2013	Active	Public
SPINALDOCTORSSANANTONIO.NET	7/25/2013	Active	Public
SPINALDOCTORSSANANTONIO.ORG	7/25/2013	Active	Public
SPINE-EXERCISES.CO	12/16/2013	Active	Public
SPINE-EXERCISES.INFO	12/16/2013	Active	Public
SPINE-EXERCISES.NET	12/16/2013	Active	Public
SPINEINSTITUTEATLANTA.COM	9/19/2013	Active	Public
SPINEINSTITUTECLEVELAND.COM	9/19/2013	Active	Public
SPINEINSTITUTEDENVER.COM	9/19/2013	Active	Public
SPINEINSTITUTEDENVER.NET	9/19/2013	Active	Public
SPINEINSTITUTEDENVERCOM.COM	9/19/2013	Active	Public
SPINEINSTITUTEDENVERCOM.NET	9/19/2013	Active	Public
SPINEINSTITUTEHOUSTON.COM	9/19/2013	Active	Public
SPINEINSTITUTEHOUSTON.NET	9/19/2013	Active	Public
SPINEINSTITUTENASHVILLE.COM	9/19/2013	Active	Public
SPINEINSTITUTEPHILADELPHIA.COM	9/19/2013	Active	Public
SPINEINSTITUTESTLOUIS.COM	9/19/2013	Active	Public
SPINEINSTITUTESTLOUIS.NET	9/19/2013	Active	Public
SPINEINSTITUTETAMPA.COM	9/19/2013	Active	Public
SPINEINSTITUTETAMPA.NET	9/19/2013	Active	Public
SPINESURGEONSSURGERY.COM	11/7/2013	Active	Public
SPINESURGEONSSURGERY.COM	11/7/2013	Active	Public
SPINESURGERYSANANTONIO.COM	7/25/2013	Active	Public
SPINESURGERYSANANTONIO.INFO	7/25/2013	Active	Public
SPINESURGERYSANANTONIO.NET	7/25/2013	Active	Public
SPINESURGERYSANANTONIO.ORG	7/25/2013	Active	Public
SPINESURGERYSURGEON.COM	11/7/2013	Active	Public
SPINESURGERYSURGEONS.COM	11/7/2013	Active	Public
CLMAVIATION.COM	2/6/2014	Active	Public
CLMAVIATION.INFO	2/7/2014	Active	Public
CLMAVIATION.NET	2/6/2014	Active	Public

CLMAVIATION.ORG	2/7/2014	Active	Public
DEVLSI.COM	2/4/2015	Active	Public
flexmedcredit.com	9/26/2015	Active	Public
flexmedcredit.info	9/26/2015	Active	Public
flexmedcredit.net	9/26/2015	Active	Public
flexmedcredit.org	9/26/2015	Active	Public
flexmedfinance.com	9/26/2015	Active	Public
flexmedfinance.info	9/26/2015	Active	Public
flexmedfinance.net	9/26/2015	Active	Public
flexmedfinance.org	9/26/2015	Active	Public
flexmedicalcredit.com	9/26/2015	Active	Public
flexmedicalfinance.com	9/26/2015	Active	Public
flexmedicalloans.com	9/26/2015	Active	Public
flexmedicalloans.net	9/26/2015	Active	Public
flexmedicalloans.org	9/26/2015	Active	Public
flexmedloans.com	9/26/2015	Active	Public
flexmedloans.net	9/26/2015	Active	Public
flexmedloans.org	9/26/2015	Active	Public
GIVEANDGRUB.COM	8/28/2014	Active	Private
GIVEANDGRUB.INFO	8/28/2014	Active	Private
GIVEANDGRUB.NET	8/28/2014	Active	Private
GIVEANDGRUB.ORG	8/28/2014	Active	Private
GIVEANDGRUBFOODTRUCK.COM	8/28/2014	Active	Public
GIVEGRUB.COM	4/16/2007	Active	Public
GIVEGRUB.INFO	9/9/2014	Active	Public
GIVEGRUB.ORG	9/9/2014	Active	Public
GIVEGRUBFOODTRUCK.COM	8/28/2014	Active	Public
GIVEGRUBS.COM	9/9/2014	Active	Public
GIVEGRUBS.INFO	9/9/2014	Active	Public
GIVEGRUBS.NET	9/9/2014	Active	Public
GIVEGRUBS.ORG	9/9/2014	Active	Public
GIVENGRUB.COM	8/29/2014	Active	Public
GIVESGRUB.COM	9/9/2014	Active	Public
GIVESGRUB.INFO	9/9/2014	Active	Public
GIVESGRUB.NET	9/9/2014	Active	Public
GIVESGRUB.ORG	9/9/2014	Active	Public
LASER-SPINE-INSTITUTE-CENTER.COM	12/19/2013	Active	Public
LASER-SPINE-PAIN-INSTITUTE.COM	1/7/2014	Active	Public
LASER-SPINESURGERY.COM	9/30/2010	Active	Public
LASERSPINE.ACADEMY	8/26/2014	Active	Public
LASERSPINE.BZ	8/26/2014	Active	Public
LASERSPINE.CARE	8/26/2014	Active	Public
LASERSPINE.CLINIC	8/26/2014	Active	Public
LASERSPINE.CLUB	8/26/2014	Active	Public
LASERSPINE.COM.AG	8/26/2014	Active	Public
LASERSPINE.COM.BZ	8/26/2014	Active	Public
LASERSPINE.COM.CO	8/26/2014	Active	Public

LASERSPINE.DIRECTORY	8/26/2014	Active	Public
LASERSPINE.EDUCATION	8/26/2014	Active	Public
LASERSPINE.EQUIPMENT	8/26/2014	Active	Public
LASERSPINE.INTERNATIONAL	8/26/2014	Active	Public
LASERSPINE.MANAGEMENT	8/26/2014	Active	Public
LASERSPINE.MARKETING	8/26/2014	Active	Public
LASERSPINE.MEDIA	8/26/2014	Active	Public
LASERSPINE.NET.BZ	8/26/2014	Active	Public
LASERSPINE.NET.CO	8/26/2014	Active	Public
LASERSPINE.NOM.CO	8/26/2014	Active	Public
LASERSPINE.SERVICES	8/26/2014	Active	Public
LASERSPINE.SOLUTIONS	8/26/2014	Active	Public
LASERSPINE.SUPPORT	8/26/2014	Active	Public
LASERSPINE.SYSTEMS	8/26/2014	Active	Public
LASERSPINE.TC	8/26/2014	Active	Public
LASERSPINE.TIPS	8/26/2014	Active	Public
LASERSPINE.TODAY	8/26/2014	Active	Public
LASERSPINE.TRAINING	8/26/2014	Active	Public
LASERSPINE.UNIVERSITY	4/1/2015	Active	Public
LASERSPINE.XYZ	8/26/2014	Active	Public
LASERSPINECARE.INSTITUTE	8/26/2014	Active	Public
LASERSPINECARE.ORG	8/26/2014	Active	Public
LASERSPINECENTER.ORG	8/26/2014	Active	Public
LASERSPINECOMERCIALS.COM	12/29/2014	Active	Public
LASERSPINECOMERCIALS.INFO	12/29/2014	Active	Public
LASERSPINECOMERCIALS.NET	12/29/2014	Active	Public
LASERSPINECOMERCIALS.ORG	12/29/2014	Active	Public
LASERSPINECOMMERCIAL.COM	12/29/2014	Active	Public
LASERSPINECOMMERCIAL.NET	12/29/2014	Active	Public
LASERSPINECOMMERCIAL.ORG	12/29/2014	Active	Public
LASERSPINECOMMERCIALS.COM	12/29/2014	Active	Public
LASERSPINECOMMERCIALS.INFO	12/29/2014	Active	Public
LASERSPINECOMMERCIALS.NET	12/29/2014	Active	Public
LASERSPINECOMMERCIALS.ORG	12/29/2014	Active	Public
LASERSPINEFOODTRUCK.COM	8/28/2014	Active	Public
LASERSPINEGIVEANDGRUB.COM	8/28/2014	Active	Public
LASERSPINEGIVEANDGRUB.INFO	8/28/2014	Active	Public
LASERSPINEGIVEANDGRUB.NET	8/28/2014	Active	Public
LASERSPINEGIVEANDGRUB.ORG	8/28/2014	Active	Public
LASERSPINEGROUP.INSTITUTE	8/26/2014	Active	Public
LASERSPINEINSTITUTE.BZ	8/26/2014	Active	Public
LASERSPINEINSTITUTE.CARE	8/26/2014	Active	Public
LASERSPINEINSTITUTE.CLINIC	8/26/2014	Active	Public
LASERSPINEINSTITUTE.CLOTHING	8/26/2014	Active	Public
LASERSPINEINSTITUTE.COM.AG	8/26/2014	Active	Public
LASERSPINEINSTITUTE.COM.BZ	8/26/2014	Active	Public
LASERSPINEINSTITUTE.COM.CO	8/26/2014	Active	Public



LASERSPINEINSTITUTE.DENTAL	8/26/2014	Active	Public
LASERSPINEINSTITUTE.DIRECTORY	8/26/2014	Active	Public
LASERSPINEINSTITUTE.EDUCATION	8/26/2014	Active	Public
LASERSPINEINSTITUTE.EMAIL	8/26/2014	Active	Public
LASERSPINEINSTITUTE.EQUIPMENT	8/26/2014	Active	Public
LASERSPINEINSTITUTE.ESTATE	8/26/2014	Active	Public
LASERSPINEINSTITUTE.EXPERT	8/26/2014	Active	Public
LASERSPINEINSTITUTE.GALLERY	8/26/2014	Active	Public
LASERSPINEINSTITUTE.INTERNATIONAL	8/26/2014	Active	Public
LASERSPINEINSTITUTE.LAND	8/26/2014	Active	Public
LASERSPINEINSTITUTE.MANAGEMENT	8/26/2014	Active	Public
LASERSPINEINSTITUTE.MARKETING	8/26/2014	Active	Public
LASERSPINEINSTITUTE.MEDIA	8/26/2014	Active	Public
LASERSPINEINSTITUTE.NET.CO	8/26/2014	Active	Public
LASERSPINEINSTITUTE.NOM.CO	8/26/2014	Active	Public
LASERSPINEINSTITUTE.PHOTOGRAPHY	8/26/2014	Active	Public
LASERSPINEINSTITUTE.PHOTOS	8/26/2014	Active	Public
LASERSPINEINSTITUTE.SERVICES	8/26/2014	Active	Public
LASERSPINEINSTITUTE.SOLUTIONS	8/26/2014	Active	Public
LASERSPINEINSTITUTE.SURGERY	8/26/2014	Active	Public
LASERSPINEINSTITUTE.SYSTEMS	8/26/2014	Active	Public
LASERSPINEINSTITUTE.TC	8/26/2014	Active	Public
LASERSPINEINSTITUTE.TECHNOLOGY	8/26/2014	Active	Public
LASERSPINEINSTITUTE.TIPS	8/26/2014	Active	Public
LASERSPINEINSTITUTE.TODAY	8/26/2014	Active	Public
LASERSPINEINSTITUTE.TRAINING	8/26/2014	Active	Public
LASERSPINEINSTITUTE.VISION	8/26/2014	Active	Public
LASERSPINEINSTITUTE.WORKS	8/26/2014	Active	Public
LASERSPINEINSTITUTEARENA.COM	12/19/2013	Active	Public
LASERSPINEINSTITUTEARENA.INFO	12/19/2013	Active	Public
LASERSPINEINSTITUTEARENA.NET	12/19/2013	Active	Public
LASERSPINEINSTITUTEARENA.ORG	12/19/2013	Active	Public
LASERSPINEINSTITUTECENTER.INFO	12/16/2013	Active	Public
LASERSPINEINSTITUTECENTER.ORG	12/16/2013	Active	Public
LASERSPINEINSTITUTECOMERCIALS.COM	12/29/2014	Active	Public
LASERSPINEINSTITUTECOMERCIALS.INFO	12/29/2014	Active	Public
LASERSPINEINSTITUTECOMERCIALS.NET	12/29/2014	Active	Public
LASERSPINEINSTITUTECOMERCIALS.ORG	12/29/2014	Active	Public
LASERSPINEINSTITUTECOMMERCIAL.COM	12/29/2014	Active	Public
LASERSPINEINSTITUTECOMMERCIAL.INFO	12/29/2014	Active	Public
LASERSPINEINSTITUTECOMMERCIAL.NET	12/29/2014	Active	Public
LASERSPINEINSTITUTECOMMERCIAL.ORG	12/29/2014	Active	Public
LASERSPINEINSTITUTECOMMERCIALS.COM	12/29/2014	Active	Public
LASERSPINEINSTITUTECOMMERCIALS.INFO	12/29/2014	Active	Public
LASERSPINEINSTITUTECOMMERCIALS.NET	12/29/2014	Active	Public
LASERSPINEINSTITUTECOMMERCIALS.ORG	12/29/2014	Active	Public
LASERSPINEINSTITUTEDOCTORS.INFO	12/16/2013	Active	Public

LASERSPINEINSTITUTEFOODTRUCK.COM	8/28/2014	Active	Public
LASERSPINEINSTITUTEGIVEANDGRUB.COM	8/28/2014	Active	Public
LASERSPINEINSTITUTEGIVEANDGRUB.INFO	8/28/2014	Active	Private
LASERSPINEINSTITUTEGIVEANDGRUB.NET	8/28/2014	Active	Private
LASERSPINEINSTITUTEGIVEANDGRUB.ORG	8/28/2014	Active	Private
LASERSPINEINSTITUTEOPERATION.INFO	12/16/2013	Active	Public
LASERSPINEINSTITUTEOPERATION.NET	12/16/2013	Active	Public
LASERSPINEINSTITUTEOPERATION.ORG	12/16/2013	Active	Public
LASERSPINEINSTITUTEOPERATIONS.INFO	12/16/2013	Active	Public
LASERSPINEINSTITUTEOPERATIONS.NET	12/16/2013	Active	Public
LASERSPINEINSTITUTEOPERATIONS.ORG	12/16/2013	Active	Public
LASERSPINEINSTITUTEOUTCOME.INFO	12/16/2013	Active	Public
LASERSPINEINSTITUTEOUTCOME.NET	12/16/2013	Active	Public
LASERSPINEINSTITUTEOUTCOME.ORG	12/16/2013	Active	Public
LASERSPINEINSTITUTEOUTCOMES.INFO	12/16/2013	Active	Public
LASERSPINEINSTITUTEOUTCOMES.NET	12/16/2013	Active	Public
LASERSPINEINSTITUTEOUTCOMES.ORG	12/16/2013	Active	Public
LASERSPINEINSTITUTERESULTS.INFO	12/16/2013	Active	Public
LASERSPINEINSTITUTERESULTS.NET	12/16/2013	Active	Public
LASERSPINEINSTITUTERESULTS.ORG	12/16/2013	Active	Public
LASERSPINEINSTITUTESTADIUM.COM	12/19/2013	Active	Public
LASERSPINEINSTITUTESTADIUM.INFO	12/19/2013	Active	Public
LASERSPINEINSTITUTESTADIUM.NET	12/19/2013	Active	Public
LASERSPINEINSTITUTESTADIUM.ORG	12/19/2013	Active	Public
LASERSPINEINSTITUTESURGERY.COM	12/19/2013	Active	Public
LASERSPINEINSTITUTESURGERY.INFO	12/19/2013	Active	Public
LASERSPINEINSTITUTESURGERY.NET	12/19/2013	Active	Public
LASERSPINEINSTITUTESURGERY.ORG	12/19/2013	Active	Public
LASERSPINEPAIN.INFO	8/26/2014	Active	Public
LASERSPINEPAIN.INSTITUTE	8/26/2014	Active	Public
LASERSPINEPAININSTITUTE.BIZ	1/7/2014	Active	Public
LASERSPINEPAININSTITUTE.CO	1/7/2014	Active	Public
LASERSPINEPAININSTITUTE.INFO	1/7/2014	Active	Public
LASERSPINEPAININSTITUTE.ME	1/7/2014	Active	Public
LASERSPINEPAININSTITUTE.MOBI	1/7/2014	Active	Public
LASERSPINEPAININSTITUTE.NET	1/7/2014	Active	Public
LASERSPINEPAININSTITUTE.ORG	1/7/2014	Active	Public
LASERSPINEPAININSTITUTE.TV	1/7/2014	Active	Public
LASERSPINESURGERY.INSTITUTE	8/26/2014	Active	Public
LASERSPINEUNIVERSITIES.COM	4/1/2015	Active	Public
LASERSPINEUNIVERSITY.COM	4/1/2015	Active	Public
LASERSPINEUNIVERSITY.INFO	4/1/2015	Active	Public
LASERSPINEUNIVERSITY.NET	4/1/2015	Active	Public
LASERSPINEUNIVERSITY.ORG	4/1/2015	Active	Public
LASERSPINEUNIVERSITY.US	4/1/2015	Active	Public
LSI-ARENA.COM	12/19/2013	Active	Public
LSI-ARENA.INFO	12/19/2013	Active	Public

LSI-ARENA.NET	12/19/2013	Active	Public
LSI-ARENA.ORG	12/19/2013	Active	Public
LSI-STADIUM.COM	12/19/2013	Active	Public
LSI-STADIUM.INFO	12/19/2013	Active	Public
LSI-STADIUM.NET	12/19/2013	Active	Public
LSI-STADIUM.ORG	12/19/2013	Active	Public
LSI-STLOUIS.COM	4/3/2014	Active	Public
LSIARENA.COM	12/19/2013	Active	Public
LSIARENA.INFO	12/19/2013	Active	Public
LSIARENA.NET	12/19/2013	Active	Public
LSIARENA.ORG	12/19/2013	Active	Public
LSICINCINNATI.COM	5/15/2014	Active	Public
LSICLEVELAND.COM	5/15/2014	Active	Public
LSICOMMERCIALS.COM	12/29/2014	Active	Public
LSICOMMERCIALS.INFO	12/29/2014	Active	Public
LSICOMMERCIALS.NET	12/29/2014	Active	Public
LSICOMMERCIALS.ORG	12/29/2014	Active	Public
LSICOMMERCIAL.COM	12/29/2014	Active	Public
LSICOMMERCIAL.INFO	12/29/2014	Active	Public
LSICOMMERCIAL.NET	12/29/2014	Active	Public
LSICOMMERCIAL.ORG	12/29/2014	Active	Public
LSICOMMERCIALS.COM	12/29/2014	Active	Public
LSICOMMERCIALS.INFO	12/29/2014	Active	Public
LSICOMMERCIALS.NET	12/29/2014	Active	Public
LSICOMMERCIALS.ORG	12/29/2014	Active	Public
LSIGIVEANDGRUB.COM	8/28/2014	Active	Public
LSIGIVEANDGRUB.INFO	8/28/2014	Active	Private
LSIGIVEANDGRUB.NET	8/28/2014	Active	Private
LSIGIVEANDGRUB.ORG	8/28/2014	Active	Private
LSIHOLDCO.COM	2/6/2014	Active	Public
LSIHOLDCO.INFO	2/7/2014	Active	Public
LSIHOLDCO.NET	2/6/2014	Active	Public
LSIHOLDCO.ORG	2/7/2014	Active	Public
LSIMANAGEMENTCOMPANY.COM	2/6/2014	Active	Public
LSIMANAGEMENTCOMPANY.INFO	2/7/2014	Active	Public
LSIMANAGEMENTCOMPANY.NET	2/6/2014	Active	Public
LSIMANAGEMENTCOMPANY.ORG	2/7/2014	Active	Public
LSISTADIUM.COM	12/19/2013	Active	Public
LSISTADIUM.INFO	12/19/2013	Active	Public
LSISTADIUM.NET	12/19/2013	Active	Public
LSISTADIUM.ORG	12/19/2013	Active	Public
MEDICALCAREMANAGEMENTSERVICES.COM	2/6/2014	Active	Public
MEDICALCAREMANAGEMENTSERVICES.INFO	2/7/2014	Active	Public
MEDICALCAREMANAGEMENTSERVICES.NET	2/6/2014	Active	Public
MEDICALCAREMANAGEMENTSERVICES.ORG	2/7/2014	Active	Public
MISSPINALSURGERY.COM	10/18/2014	Active	Private
MISSPINALSURGERY.INFO	10/18/2014	Active	Private

MISSPINALSURGERY.NET	10/18/2014	Active	Private
MISSPINALSURGERY.ORG	10/18/2014	Active	Private
MISSPINESURGERIES.COM	10/18/2014	Active	Private
MISSPINESURGERIES.INFO	10/18/2014	Active	Private
MISSPINESURGERIES.NET	10/18/2014	Active	Private
MISSPINESURGERIES.ORG	10/18/2014	Active	Private
MOMENTUMMEDICALSOLUTIONS.COM	2/16/2015	Active	Private
MOMENTUMMEDICALSOLUTIONS.INFO	2/16/2015	Active	Private
MOMENTUMMEDICALSOLUTIONS.NET	2/16/2015	Active	Private
MOMENTUMMEDICALSOLUTIONS.ORG	2/16/2015	Active	Private
THESPINEFOUNDATION.INFO	12/26/2013	Active	Public
THESPINEFOUNDATION.NET	12/26/2013	Active	Public
ambulatoryspinecenter.com	4/19/2016	Active	Public
ambulatoryspinecenter.info	4/19/2016	Active	Public
ambulatoryspinecenter.net	4/19/2016	Active	Public
ambulatoryspinecenter.org	4/19/2016	Active	Public
ambulatoryspinecenters.com	4/19/2016	Active	Public
ambulatoryspinecenters.info	4/19/2016	Active	Public
ambulatoryspinecenters.net	4/19/2016	Active	Public
ambulatoryspinecenters.org	4/19/2016	Active	Public
ambulatoryspineconference.com	4/19/2016	Active	Public
ambulatoryspinesurgeries.com	4/19/2016	Active	Public
ambulatoryspinesurgeries.info	4/19/2016	Active	Public
ambulatoryspinesurgeries.net	4/19/2016	Active	Public
ambulatoryspinesurgeries.org	4/19/2016	Active	Public
ambulatoryspinesurgery.com	4/19/2016	Active	Public
ambulatoryspinesurgery.info	4/19/2016	Active	Public
ambulatoryspinesurgery.net	4/19/2016	Active	Public
ambulatoryspinesurgery.org	4/19/2016	Active	Public
calusaasc.com	4/19/2016	Active	Public
calusaconference.com	4/19/2016	Active	Public
calusaspineconference.com	4/19/2016	Active	Public
dallaspineinstitute.info	3/15/2016	Active	Private
dallaspineinstitute.org	3/15/2016	Active	Public
dallaspineinstitute.us	3/15/2016	Active	Public
flexiblemedicalcredit.com	9/26/2015	Active	Public
flexiblemedicalcredit.info	9/26/2015	Active	Public
flexiblemedicalcredit.net	9/26/2015	Active	Public
flexiblemedicalcredit.org	9/26/2015	Active	Public
flexiblemedicalloan.com	9/26/2015	Active	Public
flexiblemedicalloan.info	9/26/2015	Active	Public
flexiblemedicalloan.net	9/26/2015	Active	Public
flexiblemedicalloan.org	9/26/2015	Active	Public
flexmedicalcredit.info	9/26/2015	Active	Public
flexmedicalcredit.net	9/26/2015	Active	Public
flexmedicalcredit.org	9/26/2015	Active	Public
flexmedicalfinance.info	9/26/2015	Active	Public

flexmedicalfinance.net	9/26/2015	Active	Public
flexmedicalfinance.org	9/26/2015	Active	Public
flexmedicalloan.com	9/26/2015	Active	Public
flexmedicalloan.info	9/26/2015	Active	Public
flexmedicalloan.net	9/26/2015	Active	Public
flexmedicalloan.org	9/26/2015	Active	Public
flexmedicalloans.info	9/26/2015	Active	Public
flexmedloan.com	9/26/2015	Active	Public
flexmedloan.info	9/26/2015	Active	Public
flexmedloan.net	9/26/2015	Active	Public
flexmedloan.org	9/26/2015	Active	Public
flexmedloans.info	9/26/2015	Active	Public
hornemgt.com	12/13/2016	Active	Public
laserspinaltreatments.com	11/3/2015	Active	Public
laserspinaltreatments.info	11/3/2015	Active	Public
laserspinaltreatments.net	11/3/2015	Active	Public
laserspinaltreatments.org	11/3/2015	Active	Public
laserspineinstitute.com	11/19/2004	Active	Public
laserspinetreatment.com	7/22/2012	Active	Public
laserspinetreatment.us	11/3/2015	Active	Public
laserspinetreatments.com	11/3/2015	Active	Public
laserspinetreatments.info	11/3/2015	Active	Public
laserspinetreatments.net	11/3/2015	Active	Public
laserspinetreatments.org	11/3/2015	Active	Public
lsi-dallas.com	3/15/2016	Active	Private
lsi-dallas.info	3/15/2016	Active	Private
lsi-dallas.net	3/15/2016	Active	Private
lsi-dallas.org	3/15/2016	Active	Private
lsidallas.net	3/15/2016	Active	Private
lsidallas.org	3/15/2016	Active	Public
spinetca.com	11/28/2016	Active	Private
spinetca.info	11/28/2016	Active	Private
spinetca.net	11/28/2016	Active	Private
spinetca.org	11/28/2016	Active	Private
spinetreatmentcenterofamerica.com	11/29/2016	Active	Private
spinetreatmentcenterofamerica.info	11/29/2016	Active	Private
spinetreatmentcenterofamerica.net	11/29/2016	Active	Private
spinetreatmentcenterofamerica.org	11/29/2016	Active	Private
spinetreatmentcentersofamerica.com	11/28/2016	Active	Private
spinetreatmentcentersofamerica.info	11/28/2016	Active	Private
spinetreatmentcentersofamerica.net	11/28/2016	Active	Private
spinetreatmentcentersofamerica.org	11/28/2016	Active	Private
totalspinecenters.com	4/19/2016	Active	Public
totalspinecenters.info	4/19/2016	Active	Public
totalspinecenters.net	4/19/2016	Active	Public
totalspinecenters.org	4/19/2016	Active	Public

## COPYRIGHTS AND COPYRIGHT LICENSES

### 5. Copyrights/Mask Works

Copyrights										
Registration #	Registration Date	Title	Type	Description	Copyright Claimant	Date of Creation	Date of Publication	Nation of Publication	Application Author	Attorney
TX0007720530	8/16/2013	Laser Back Surgery Experts Herniated Disc Spinal Stenosis Treatment	Text	Electronic file (eService)	Laser Spine Institute, LLC	2012	11/6/2012	United States	Laser Spine Institute, LLC, employer for hire; Citizenship: United States. Authorship: text, photograph(s)	Scott D. Locke, Dorf & Nelson LLP
TX0007720531	8/16/2013	Laser Spine Orthopedic Surgery Spinal Back Surgery Experts	Text	Electronic file (eService)	Laser Spine Institute, LLC	2010	11/7/2010	United States	Laser Spine Institute, LLC, employer for hire; Citizenship: United States. Authorship: text, photograph(s)	Scott D. Locke, Dorf & Nelson LLP
TXu001912428	10/24/2014	<a href="http://www.laserspineinstitute.com">www.laserspineinstitute.com</a>	Computer File	CD-ROM + Print Material	Laser Spine Institute, LLC	2014		United States	Laser Spine Institute, LLC, employer for hire; Domicile: United States. Authorship: text, photograph(s), compilation, artwork	Scott D. Locke, Dorf & Nelson LLP

**EXHIBIT C**

Compliance Certificate

FOR QUARTER/YEAR ENDED \_\_\_\_\_ (THE “***SUBJECT PERIOD***”)  
ADMINISTRATIVE AGENT: Texas Capital Bank, National Association  
BORROWER: Laser Spine Institute, LLC, LSI Management Company,  
LLC, Laser Spine Institute Consulting LLC, and Medical Care Management Services, LLC  
BORROWER REPRESENTATIVE: Laser Spine Institute, LLC

This Compliance Certificate (this “***Certificate***”) is delivered under the Credit Agreement (as amended, restated, supplemented or otherwise modified from time to time, the “***Credit Agreement***”) dated as of July 2, 2015, by and among Borrower, the Lenders from time to time party thereto and Administrative Agent. Capitalized terms used in this Certificate shall, unless otherwise indicated, have the meanings set forth in the Credit Agreement. The undersigned hereby certifies to Administrative Agent and Lenders on behalf of the Borrowers, and not in his/her individual capacity, as of the date hereof that: (a) he/she is the \_\_\_\_\_ of Borrower Representative, and that, as such, he/she is authorized to execute and deliver this Certificate to Administrative Agent on behalf of each Obligated Party; (b) he/she has reviewed and is familiar with the terms of the Credit Agreement and has made, or has caused to be made under his/her supervision, a detailed review of the transactions and condition (financial or otherwise) of each Obligated Party during the Subject Period; (c) no Event of Default currently exists or has occurred which has not been cured or waived by Required Lenders or all Lenders, as required by the Loan Documents; [or LIST DEFAULTS AND ACTIONS BEING TAKEN] (d) the representations and warranties of each Borrower contained in *Article 6* of the Credit Agreement, and any representations and warranties of any Obligated Party that are contained in any document furnished at any time under or in connection with the Loan Documents, are true and correct in all material respects (except to the extent that such representations or warranties are qualified by materiality or Material Adverse Event, in which instance such representations or warranties are true and correct in all respects after giving effect to such qualification) on and as of the date hereof with the same force and effect as if such representations and warranties had been made on and as of such date, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they were true and correct in all material respects (except to the extent that such representations or warranties are qualified by materiality or Material Adverse Event, in which instance such representations or warranties are true and correct in all respects after giving effect to such qualification) as of such earlier date, and except that for purposes of this Certificate, the representations and warranties contained in *Section 6.2* of the Credit Agreement shall be deemed to refer to the most recent statements furnished pursuant to *Section 7.1* of the Credit Agreement, including the statements in connection with which this Certificate is delivered; (e) the financial statements of each Obligated Party attached to this Certificate, if any, were prepared in accordance with GAAP, (subject to year-end audit adjustments and the absence of footnotes), and fairly present in all material respects the financial condition and results of operations of the Parent and its Subsidiaries, on a consolidated basis, as of the end of and for the Subject Period; (f) the financial covenant analyses and information set forth below are true and accurate on and as of the date of this Certificate; and (g) the status of

compliance by each Borrower with certain covenants of the Credit Agreement at the end of the Subject Period is as set forth below:

		In Compliance as of End of Subject Period <u>(Please Indicate)</u>	
1.	<u>Financial Statements, Reports and Other Information</u> <u>(Article 7—Affirmative Covenants)</u>		
	(a) Provide annual audited FYE financial statements within 130 days after the last day of each fiscal year, beginning with the fiscal year ending December 31, 2016, and a Compliance Certificate.	Yes	No
	(b) Provide monthly financial statements, Compliance Certificate, and summary accounts receivable report within 30 days after the last day of each fiscal month ending after the First Amendment Effective Date.	Yes	No
	(c) Provide other reporting required by <i>Section 7.1</i> of the Credit Agreement timely.	Yes	No
	(d) Taxes have been paid and insurance is effective as required by Sections 7.4 and 7.5 of the Credit Agreement	Yes	No
2.	<u>Subsidiaries</u> None, except as listed on <i>Schedule 6.13</i> .	Yes	No
3.	<u>Debt</u> None, except Debt permitted by <i>Section 8.1</i> of the Credit Agreement. (Details below.)	Yes	No
	(d) Amount of Guarantees, if any, \$_____		
	(e) Purchase Money Debt and Capitalized Lease Obligations \$_____		
4.	<u>Liens</u> None, except Liens permitted by <i>Section 8.2</i> of the Credit Agreement.	Yes	No
5.	<u>Acquisitions and Mergers</u> None, except those permitted by <i>Section 8.3</i> of the Credit	Yes	No



Agreement. (Details to be disclosed, if applicable.)

- |     |   |     |    |
|-----|---|-----|----|
| 6.  | <u>Restricted Payments</u><br>None, except as permitted by <i>Section 8.4</i> of the Credit Agreement.  | Yes | No |
| 7.  | <u>Loans and Investments</u><br>None, except those permitted by <i>Section 8.5</i> of the Credit Agreement. (Details below.)<br><br>(e) Investments in Core Business of \$ _____                                  | Yes | No |
| 8.  | <u>Issuance of Equity</u><br>None, except issuances permitted by <i>Section 8.6</i> of the Credit Agreement.  | Yes | No |
| 9.  | <u>Affiliate Transactions</u><br>None, except transactions permitted by <i>Section 8.7</i> of the Credit Agreement.   | Yes | No |
| 10. | <u>Dispositions of Assets</u><br>None, except dispositions permitted by <i>Section 8.8</i> of the Credit Agreement. (Details below.)<br><br>(c) Amount of Dispositions during the current fiscal year<br>\$ _____ | Yes | No |
| 11. | <u>Sale and Leaseback Transactions</u><br>None, except transactions permitted by <i>Section 8.9</i> of the Credit Agreement.  | Yes | No |
| 12. | <u>Prepayment of Debt</u><br>None, except prepayments permitted by <i>Section 8.10</i> of the Credit Agreement.   | Yes | No |
| 13. | <u>Changes in Nature of Business</u><br>None, except changes permitted by <i>Section 8.11</i> of the Credit Agreement.  | Yes | No |
| 14. | <u>Environmental Protection</u><br>No activity likely to cause violations of Environmental Laws or create any Environmental Liabilities for which any Borrower or any Subsidiary would be responsible.            | Yes | No |
| 15. | <u>Changes in Fiscal Year; Accounting Practices</u><br>None, except transactions permitted by <i>Section 8.13</i> of the Credit Agreement.  | Yes | No |

16. No Negative Pledge  
None, except those permitted by *Section 8.14* of the Credit Agreement. Yes No

17. Leverage Ratio (detail shown on attached) (Section 9.1)  
Maximum of \_\_\_\_\_ to 1.00 at end of Subject Period, beginning with the fiscal quarter ending March 31, 2017

Quarter Ending	Maximum Ratio
September 30, 2017	No maximum ratio
December 31, 2017	No maximum ratio
March 31, 2018	No maximum ratio
June 30, 2018	4.50 to 1.00
September 30, 2018	4.00 to 1.00

(Defined as (a) all Debt of Borrowers and their Subsidiaries, other than Subordinated Debt permitted under **Section 8.1(n)**, as of such date minus the Cash Reserve Account balance as of such date to (b) EBITDA of Borrowers and their Subsidiaries for the four fiscal quarters most recently ended; provided that, for purposes of calculating the Leverage Ratio in determining compliance with Section 9.1, (i) EBITDA for the measurement period ending June 30, 2018, shall be EBITDA for the fiscal quarter ended on such date multiplied by 4; (ii) EBITDA for the measurement period ending September 30, 2018, shall be the sum of actual EBITDA for the two fiscal quarters ending on such date multiplied by 2; and (iii) EBITDA for the measurement period ending December 31, 2018, shall be the sum of actual EBITDA for the three fiscal quarters ending on such date multiplied by 4/3).

\_\_\_\_\_ ÷ \_\_\_\_\_ = \_\_\_\_\_ Yes No  
Debt EBITDA

18. Debt Service Coverage Ratio (detail shown on attached) (Section 9.2) Yes No  
Minimum of \_\_\_\_\_ to 1.00 at end of Subject Period, beginning as of June 30, 2018

Period	Minimum Ratio
September 30, 2017 to March 31, 2018	No minimum ratio
From and after June 30, 2018	1.10 to 1.0

(Defined as (a) EBITDA minus cash taxes paid minus Permitted Tax Distributions paid minus Unfinanced Capital Expenditures to (b) Debt Service, in each case for Borrowers and their Subsidiaries, on a consolidated basis, for such four fiscal quarter period; provided that, for purposes of calculating EBITDA in determining compliance with this Section 9.2, (i) EBITDA for the measurement period ending June 30, 2018, shall be EBITDA for the fiscal quarter ending on such date multiplied by 4; (ii) EBITDA for the measurement period ending September 30, 2018, shall be the sum of actual EBITDA for the two fiscal quarters ending on such date multiplied by 2; and (iii) EBITDA for the measurement period ending December 31, 2018, shall be the sum of actual EBITDA for the three fiscal quarters ending on such date multiplied by 4/3.

$$\left( \frac{\text{EBITDA}}{\text{EBITDA}} - \frac{\text{cash taxes paid}}{\text{cash taxes paid}} - \frac{\text{Permitted Tax Distributions paid}}{\text{Permitted Tax Distributions paid}} - \frac{\text{Unfinanced Capital Expenditures}}{\text{Unfinanced Capital Expenditures}} \right)$$

$$\left( \frac{\text{scheduled principal payments on all Debt}}{\text{scheduled principal payments on all Debt}} + \frac{\text{Cash Interest Expense}}{\text{Cash Interest Expense}} \right) = \text{_____}$$

19. Capital Expenditures (Detail shown on attached) (Section 9.3) Yes No  
 Maximum of \$2,000,000 from the First Amendment Effective Date through December 31, 2016, \$5,000,000 during the fiscal year ending December 31, 2017 and \$3,500,000 during the fiscal year ending December 31, 2018, Capital Expenditures (excluding payments of Capitalized Lease Obligations in respect of medical equipment) made during current fiscal year =  
 \_\_\_\_\_

20. Minimum EBITDA Test (Detail shown on attached) (Section 9.4) Yes No

Minimum EBITDA of \$\_\_\_\_\_ at \_\_\_\_\_ (for the period beginning December 1, 2017 and ending on such date)

<i>Test Period beginning December 1, 2017 and ending</i>	<i>Minimum EBITDA Amount</i>
<i>December 31, 2017</i>	<i>\$0</i>
<i>January 31, 2018</i>	<i>\$235,000</i>
<i>February 28, 2018</i>	<i>\$550,000</i>
<i>March 31, 2018</i>	<i>\$1,115,000</i>
<i>April 30, 2018</i>	<i>\$1,725,000</i>
<i>May 30, 2018</i>	<i>\$2,365,000</i>

(Defined as EBITDA; provided that, solely for purposes of determining compliance with this **Section 9.4**, EBITDA for each of the test periods ending above shall be EBITDA for the period beginning on December 1, 2017 and ending on the last day of each such test period).

21. Mandatory Prepayments

(if any, per attached detailed calculations)

\$ \_\_\_\_\_

Amount of Mandatory Prepayments made during the Subject Period

(a) Amount of net cash proceeds of dispositions required to prepay Term Loans pursuant to Section 2.9(d)(i):

\$ \_\_\_\_\_

(b) Amount of Excess Cash Flow required to prepay Term Loans pursuant to Section 2.9(d)(ii):

\$ \_\_\_\_\_

(c) Amount of net cash proceeds from issuance of equity required to prepay Term Loans pursuant to Section 2.9(d)(iii):

\$ \_\_\_\_\_

(d) Amount of net cash proceeds from issuance of Debt required to prepay Term Loans pursuant to Section 2.9(d)(iv):

\$ \_\_\_\_\_

(e) Amount of net cash proceeds from Extraordinary Receipts required to prepay Term Loans pursuant to Section 2.9(d)(v):

\$ \_\_\_\_\_

22. Report on Reimbursement Rates and Insurance Payments  
Attached is a report on material changes in reimbursement rates and insurance claim payments since the most recently delivered Compliance Certificate.
  
23. Report on Litigation  
Attached is a detailed report on all litigation and threatened litigation.

*IN WITNESS WHEREOF*, the undersigned has executed this Certificate as of \_\_\_\_\_, \_\_\_\_\_.

**BORROWERS REPRESENTATIVE:**

LASER SPINE INSTITUTE, LLC

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

Name:

Title:

**EXHIBIT J**

Weekly Compliance Certificate

FOR WEEK ENDED \_\_\_\_\_ (THE “***SUBJECT PERIOD***”)  
ADMINISTRATIVE AGENT: Texas Capital Bank, National Association  
BORROWER: Laser Spine Institute, LLC, LSI Management Company,  
LLC, Laser Spine Institute Consulting LLC, and Medical Care Management Services, LLC  
BORROWER REPRESENTATIVE: Laser Spine Institute, LLC

This Compliance Certificate (this “***Certificate***”) is delivered under the Credit Agreement (as amended, restated, supplemented or otherwise modified from time to time, the “***Credit Agreement***”) dated as of July 2, 2015, by and among Borrower, the Lenders from time to time party thereto and Administrative Agent. Capitalized terms used in this Certificate shall, unless otherwise indicated, have the meanings set forth in the Credit Agreement. The undersigned hereby certifies to Administrative Agent and Lenders on behalf of the Borrowers, and not in his/her individual capacity, as of the date hereof that: (a) he/she is the \_\_\_\_\_ of Borrower Representative, and that, as such, he/she is authorized to execute and deliver this Certificate to Administrative Agent on behalf of each Obligated Party; (b) no Event of Default currently exists or has occurred which has not been cured or waived by Required Lenders or all Lenders, as required by the Loan Documents; [or LIST DEFAULTS AND ACTIONS BEING TAKEN] (c) the Borrowers’ rolling 13-week Forecast attached to this Certificate have been prepared in good faith based on reasonable assumptions as of the end of and for the Subject Period; and (d) the information and detail regarding the number of surgeries completed in the immediately preceding week, the number of surgeries completed for the current month and the number of surgeries scheduled for the remainder of the current month is set forth below, and such information is true and accurate in all material respects on and as of the date of this Certificate:

- Number of surgeries completed in the immediately preceding week: \_\_\_\_\_
- Number of surgeries completed for the current month: \_\_\_\_\_
- Number of surgeries scheduled for the remainder Of the current month: \_\_\_\_\_

*IN WITNESS WHEREOF*, the undersigned has executed this Certificate as of

\_\_\_\_\_, \_\_\_\_\_.

**BORROWERS REPRESENTATIVE:**

LASER SPINE INSTITUTE, LLC

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

Name:

Title:



SCHEDULE 2.1

Commitments and Applicable Percentages

Lender	Revolving Credit Commitment <sup>1</sup>	Applicable Percentage of Revolving Credit Commitment	Term Loan Commitment <sup>1</sup>	Outstanding Term Loans <sup>1</sup>	Applicable Percentage of Term Loan Commitment
Texas Capital Bank, National Association	\$2,550,000.00	15.000000000000%	\$0.00	\$20,250,000.00	15.000000000000%
Healthcare Financial Solutions, LLC	\$2,550,000.00	15.000000000000%	\$0.00	\$20,250,000.00	15.000000000000%
Compass Bank, d/b/a BBVA Compass	\$1,965,625.00	11.562500000000%	\$0.00	\$15,609,375.00	11.562500000000%
BMO Harris Bank N.A.	\$1,965,625.00	11.562500000000%	\$0.00	\$15,609,375.00	11.562500000000%
Regions Bank	\$1,965,625.00	11.562500000000%	\$0.00	\$15,609,375.00	11.562500000000%
Florida Community Bank, N.A.	\$1,965,625.00	11.562500000000%	\$0.00	\$15,609,375.00	11.562500000000%
USAmeriBank	\$1,275,000.00	7.500000000000%	\$0.00	\$10,125,000.00	7.500000000000%
BOKF, N.A. dba Bank of Oklahoma	\$1,275,000.00	7.500000000000%	\$0.00	\$10,125,000.00	7.500000000000%
Capstar Bank	\$ 637,500.00	3.750000000000%	\$0.00	\$5,062,500.00	3.750000000000%
City Bank	\$ 425,000.00	2.500000000000%	\$0.00	\$3,375,000.00	2.500000000000%
Texas Security Bank	\$ 425,000.00	2.500000000000%	\$0.00	\$3,375,000.00	2.500000000000%
<b>Total</b>	<b>\$17,000,000.00</b>	<b>100.000000000000%</b>	<b>\$0.00</b>	<b>\$135,000,000.00</b>	<b>100.000000000000%</b>

<sup>1</sup> As of the Second Amendment Effective Date

# **EXHIBIT 5**

**THIRD AMENDMENT TO CREDIT AGREEMENT**

This THIRD AMENDMENT TO CREDIT AGREEMENT (this “Amendment”) is entered into as of December 29, 2017 (the “Third Amendment Effective Date”), between 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 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 Amendment shall have the meanings given them in the Credit Agreement (defined below).

**RECITALS**

**A.** The Borrowers, 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”);

**B.** The Borrowers have requested that the Administrative Agent and the Lenders amend the Credit Agreement in certain respects, all as more particularly set forth below; and

**E.** The Administrative Agent and the Required Lenders have agreed to amend the Credit Agreement in certain respects, all as more particularly set forth below, in each case, upon and subject to the terms and conditions set forth in this Amendment.

**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**

**Amendments to Credit Agreement**

Subject to the satisfaction or waiver in writing of each condition precedent set forth in Article II of this Amendment, and in reliance on the representations, warranties, covenants and agreements contained in this Amendment, the Credit Agreement shall be amended as follows:

**1.01 Amended Definitions.** The following definitions set forth in Section 1.1 of the Credit Agreement shall be and hereby are amended and restated in their respective entirety to read as follows:

*“2018 Compliance Date” means the date, if any, on which the Compliance Certificate is delivered for the fiscal month ending September 30, 2018 evidencing compliance with the covenants set forth in Article 9 of the Credit Agreement.*

*“Availability Reserve” as of any date of determination the amount equal to the amounts set forth in the table below for the relevant period in respect of such date of determination.*

<i>Period</i>	<i>Availability Reserve</i>
<i>From and after the Third Amendment Effective Date</i>	<i>\$0</i>

**“Leverage Ratio”** means, as of any date of determination, the ratio of (a) all Debt of Borrowers and their Subsidiaries, other than Subordinated Debt permitted under **Section 8.1(n)**, as of such date minus the Cash Reserve Account balance as of such date to (b) EBITDA of Borrowers and their Subsidiaries for the four fiscal quarters most recently ended; provided that, for purposes of calculating the Leverage Ratio in determining compliance with Section 9.1, (i) EBITDA for the measurement period ending September 30, 2018, shall be EBITDA for the fiscal quarter ended on such date multiplied by 4; and (ii) EBITDA for the measurement period ending December 31, 2018, shall be the sum of actual EBITDA for the two fiscal quarters ending on such date multiplied by 2.

**“Revolving Credit Commitment”** means, as to each Revolving Credit Lender, its obligation to (a) make Revolving Credit Loans to Borrowers pursuant to **Section 2.1(a)**, (b) purchase participations in L/C Obligations, and (c) purchase participations in Swing Line Loans, in an aggregate principal amount at any one time outstanding not to exceed the amount set forth opposite such Lender’s name on **Schedule 2.1** under the caption “Revolving Credit Commitment” or opposite such caption in the Assignment and Assumption pursuant to which such Lender becomes a party hereto, as applicable, as such amount may be adjusted from time to time in accordance with this Agreement. As of the Second Amendment Effective Date, the aggregate Revolving Credit Commitments equal \$15,000,000.

**1.02 Additional Definition.** The following definition shall be and hereby is added to Section 1.1 of the Credit Agreement in alphabetical order to read as follows:

**“Third Amendment Effective Date”** means December 29, 2017.

**1.03 Term Loan Amortization.** The last sentence of Section 2.8(b) of the Credit Agreement and the table set forth therein shall be and hereby are amended and restated in their entirety to read as follows:

*In addition, from and after the Third Amendment Effective Date the principal balance of the Term Loans shall be due and payable (i) in monthly installments, each in the amount indicated below, on the first day of each calendar month during the term hereof as shown below beginning on January 1, 2018, and (ii) in one final installment on the Maturity Date for the Term Loan Facility in the amount of the then Outstanding Amount of the Term Loans and all accrued but unpaid interest thereon (the amortization schedule shall be increased on a proportionate basis to the extent the Term Loan Commitments are increased under **Section 2.10**):*

<b><i>Payment Date</i></b>	<b><i>Scheduled Amortization</i></b>
<i>January 1, 2018</i>	<i>\$250,000</i>
<i>February 1, 2018</i>	<i>\$250,000</i>
<i>March 1, 2018</i>	<i>\$250,000</i>
<i>April 1, 2018</i>	<i>\$500,000</i>
<i>May 1, 2018</i>	<i>\$500,000</i>
<i>June 1, 2018</i>	<i>\$750,000</i>
<i>July 1, 2018</i>	<i>\$1,000,000</i>
<i>August 1, 2018</i>	<i>\$2,000,000</i>

<i><u>Payment Date</u></i>	<i><u>Scheduled Amortization</u></i>
<i>September 1, 2018</i>	<i>\$2,000,000</i>
<i>October 1, 2018</i>	<i>\$2,500,000</i>
<i>November 1, 2018</i>	<i>\$2,500,000</i>
<i>December 1, 2018</i>	<i>\$3,437,500</i>

**1.04 Compliance Certificate.** Section 7.1(d) of the Credit Agreement shall be and hereby is amended by replacing “June 30, 2018” therein with “September 30, 2018”.

**1.05 Subordinated Debt.** Section 8.1 of the Credit Agreement shall be and it hereby is amended by (i) deleting “and” at the end of clause (m) thereof, (ii) replacing “.” with “; and” at the end of clause (n) thereof and (iii) inserting the following as a new clause (o) thereof to read in its entirety as follows:

*(o) Subordinated Debt issued by Parent on the Third Amendment Effective Date in an aggregate original principal amount equal to or greater than \$10,000,000; provided that, (A) such Subordinated Debt is on terms and conditions reasonably satisfactory to Administrative Agent and Required Lenders, unsecured and subordinated in right of payment to the payment in full of all of the Obligations on terms and conditions reasonably satisfactory to the Administrative Agent or Required Lenders, (B) to the extent any payment thereunder is prohibited pursuant to this Agreement, the terms of the Subordinated Debt or any Subordination Agreement with respect thereto, such interest accruing on such Subordinated Debt shall be capitalized and added to the principal amount of such Subordinated Debt at the time payment of interest would otherwise be due thereunder and (C) the maturity date of such Subordinated Debt shall not be earlier than the date that is ninety (90) days after the Maturity Date.*

**1.06 Leverage Ratio.** The table set forth in Section 9.1 of the Credit Agreement shall be and hereby is amended and restated in its entirety to read as follows:

<i>Quarter Ending</i>	<i>Maximum Ratio</i>
<i>December 31, 2017</i>	<i>No maximum ratio</i>
<i>March 31, 2018</i>	<i>No maximum ratio</i>
<i>June 30, 2018</i>	<i>No maximum ratio</i>
<i>From and after September 30, 2018</i>	<i>5.00 to 1.00</i>

**1.07 Debt Service Coverage Ratio.** Section 9.2 of the Credit Agreement shall be and it hereby is amended and restated in its entirety to read as follows:

*Section 9.2 Debt Service Coverage Ratio. Borrowers shall not permit, for any four fiscal quarter period ending during the following periods, the ratio of (a) EBITDA minus cash taxes paid minus Permitted Tax Distributions paid minus Unfinanced Capital Expenditures to (b) Debt Service, in each case for Borrowers and their Subsidiaries, on a consolidated basis, for such four fiscal quarter period, to be less than the amount set forth opposite such period below:*

<i>Period</i>	<i>Minimum Ratio</i>
<i>December 31, 2017 to June 30, 2018</i>	<i>No minimum ratio</i>
<i>From and after September 30, 2018</i>	<i>1.10 to 1.00</i>

*provided that, for purposes of calculating EBITDA in determining compliance with this Section 9.2, (i) EBITDA for the measurement period ending September 30, 2018, shall be EBITDA for the fiscal quarter ending on such date multiplied by 4; and (ii) EBITDA for the measurement period ending December 31, 2018, shall be the sum of actual EBITDA for the two fiscal quarters ending on such date multiplied by 2; provided, further, that for purposes of calculating Debt Service in determining compliance with this Section 9.2, the sum of regularly scheduled principal payments in respect of the Term Loan shall be deemed to be \$250,000 per month for the period beginning October 1, 2017 and ending December 31, 2017.*

**1.08 Minimum EBITDA.** The table set forth in Section 9.4 of the Credit Agreement shall be and it hereby is amended and restated in its entirety to read as follows:

<i>Test Period beginning March 1, 2018 and ending:</i>	<i>Minimum EBITDA Amount</i>
<i>March 31, 2018</i>	<i>\$0</i>
<i>April 30, 2018</i>	<i>\$320,000</i>
<i>May 31, 2018</i>	<i>\$600,000</i>
<i>June 30, 2018</i>	<i>\$1,105,000</i>
<i>July 31, 2018</i>	<i>\$1,660,000</i>
<i>August 31, 2018</i>	<i>\$2,610,000</i>

**1.09 Exhibit C.** Exhibit C to the Credit Agreement shall be and it hereby is amended and restated in its entirety as Exhibit C attached to this Amendment.

**1.10 Schedule 2.1.** Schedule 2.1 to the Credit Agreement shall be and hereby is amended and restated in its entirety as Schedule 2.1 to this Amendment.

## ARTICLE II

### Conditions Precedent and Additional Covenants

**2.01 Conditions to Effectiveness.** Notwithstanding anything herein to the contrary, the amendments to the Credit Agreement set forth in Article I hereof shall be effective upon the satisfaction of all of the conditions set forth in this Section 2.01:

(a) The Administrative Agent, the Required Lenders and the Borrowers shall have executed and delivered this Amendment;

(b) The Borrowers shall have paid (or substantially concurrently with the execution and delivery hereof shall pay) all outstanding professional fees and expenses that have been incurred by the Administrative Agent and the Lenders and the Administrative Agent's consultants, attorneys and financial advisors, including without limitation Deloitte, Lender's Consulting Group, LLC, and Norton Rose Fulbright US LLP, on and prior to the date hereof that are required to be reimbursed by the Borrowers under the Credit Agreement, in the amounts invoiced prior to the date hereof, which fees, retainers and expenses shall be paid upon execution of this Amendment;

(c) The Administrative Agent shall have received evidence reasonably satisfactory to it that Borrowers have received at least \$10,000,000 of gross cash proceeds from the incurrence of Subordinated Debt under Section 8.1(o) of the Credit Agreement (as amended hereby) on the Third Amendment Effective Date, pursuant to that certain Subordinated Promissory Note dated as of December 29, 2017 executed by LSI HoldCo LLC, a Delaware limited liability company, and accepted and acknowledged by SLG LSI Investment, LLC as agent and holder thereunder, and on terms and conditions reasonably acceptable to the Administrative Agent;

(d) The Borrowers shall have delivered a certificate of a Responsible Officer of the Borrower Representative certifying to, among other things, the documents evidencing the Subordinated Debt issued pursuant to Section 8.1(o) of the Credit Agreement (as amended hereby);

(e) The Administrative Agent shall have received the Consent and Agreement attached hereto, executed by each of the Guarantors; and

(f) The Administrative Agent shall have received such other instruments and documents incidental and appropriate to this Amendment and the transactions provided for herein as the Administrative Agent or its special counsel may reasonably request, and all such documents shall be in form and substance reasonably satisfactory to the Administrative Agent.

By its execution and delivery of its signature page hereto, Administrative Agent and each Lender executing such a signature page confirms that (x) the foregoing conditions have been satisfied, (y) the documents evidencing the Subordinated Debt issued on or about the date hereof are approved and (z) the covenant contained in Section 4.02 of the Limited Waiver and Second Amendment to Credit Agreement dated as of the Second Amendment Effective Date (the "*Second Amendment*") with respect to the conversion of the A&R Convertible Note (as defined in the Second Amendment) has been satisfied and no Default or Event of Default has occurred or is continuing in with respect thereto.

## **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 Amendment, 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 by the Borrowers 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 Amendment 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 AMENDMENT 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**

### **Ratifications, Representations and Warranties**

**4.01 Ratifications.** Except as expressly modified and superseded by this Amendment, 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 Borrowers and Guarantors each hereby agree 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.

**4.02 Representations and Warranties.** The Borrowers and Guarantors each hereby represent and warrant to the Administrative Agent and the Lenders that (a) the execution, delivery and performance of this Amendment and any and all other Loan Documents executed and/or delivered in connection herewith have been authorized by all requisite organizational action on the part of the Borrowers and Guarantors, respectively, and will not violate the Constituent Documents of the Borrowers or Guarantors, respectively; (b) the representations and warranties contained in the Credit Agreement and any other Loan Document are true and correct in all material respects on and as of the date hereof as though made on and as of the date hereof except to the extent that such representation or warranty relates to an earlier date; (c) to the knowledge of the Responsible Officers of the Borrower Representative, no Default or Event of Default under and as defined in the Credit Agreement has occurred and is continuing; (d) to the knowledge of the Responsible Officers of the Borrower Representative, the Borrowers and Guarantors are in full compliance with all covenants and agreements contained in the Credit Agreement and the other Loan Documents, unless such compliance has been specifically waived in writing by the Administrative Agent (with the consent of the Required Lenders); and (e) the Borrowers have not amended their Constituent Documents since the Second Amendment Effective Date.

## **ARTICLE V**

### **Miscellaneous Provisions**

**5.01 Survival of Representations and Warranties.** All representations and warranties made in this Amendment, the Credit Agreement, or any other Loan Document, including, without limitation, any document furnished in connection with this Amendment, shall survive the execution and delivery of this Amendment, 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.



**5.02 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.

**5.03 Expenses of Administrative Agent.** In accordance with Section 12.1 of the Credit Agreement, the Borrowers agree 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 Amendment and the other Loan Documents executed pursuant hereto and any and all amendments, modifications, and supplements thereto, including, without limitation, the 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.

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

**5.05 Successors and Assigns; No Third Party Beneficiaries.** This Amendment 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 Borrowers may not assign or transfer any of their 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 Amendment nor any of the provisions hereof shall inure to the benefit of any Person other than the parties hereto.

**5.06 Counterparts.** This Amendment 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 Amendment by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart to this Amendment.

**5.07 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.

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

**5.09 APPLICABLE LAW. THIS AMENDMENT 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.**

**5.10 RELEASE. AS A MATERIAL PART OF THE CONSIDERATION FOR THE ADMINISTRATIVE AGENT AND THE LENDERS ENTERING INTO THIS AMENDMENT, EACH BORROWER AND EACH GUARANTOR, ON BEHALF OF ITSELF AND EACH OF ITS**

**AFFILIATES, RESPECTIVELY (COLLECTIVELY “RELEASOR”) AGREES AS FOLLOWS (THE “RELEASE PROVISION”):**

**(A) RELEASOR HEREBY RELEASES AND FOREVER DISCHARGES THE ADMINISTRATIVE AGENT, EACH LENDER, AND THEIR PREDECESSORS, SUCCESSORS, ASSIGNS, OFFICERS, MANAGERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, ATTORNEYS (INCLUDING WITHOUT LIMITATION NORTON ROSE FULBRIGHT US LLP), REPRESENTATIVES, PARENT CORPORATIONS, SUBSIDIARIES, AND AFFILIATES (HEREINAFTER ALL OF THE ABOVE COLLECTIVELY REFERRED TO AS “LENDER GROUP”) JOINTLY AND SEVERALLY FROM ANY AND ALL CLAIMS, COUNTERCLAIMS, DEMANDS, DAMAGES, DEBTS, AGREEMENTS, COVENANTS, SUITS, CONTRACTS, OBLIGATIONS, LIABILITIES, ACCOUNTS, OFFSETS, RIGHTS, ACTIONS, AND CAUSES OF ACTION OF ANY NATURE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION FOR CONTRIBUTION AND INDEMNITY ARISING AS A RESULT OF ACTS OR CIRCUMSTANCES EXISTING OR ARISING ON OR PRIOR TO THE DATE HEREOF, WHETHER ARISING AT LAW OR IN EQUITY, WHETHER PRESENTLY POSSESSED OR POSSESSED IN THE FUTURE, WHETHER KNOWN OR UNKNOWN, WHETHER LIABILITY BE DIRECT OR INDIRECT, LIQUIDATED OR UNLIQUIDATED, WHETHER PRESENTLY ACCRUED OR TO ACCRUE HEREAFTER, WHETHER ABSOLUTE OR CONTINGENT, FORESEEN OR UNFORESEEN, AND WHETHER OR NOT HERETOFORE ASSERTED, WHICH RELEASOR MAY HAVE OR CLAIM TO HAVE AGAINST ANY OF LENDER GROUP; PROVIDED, HOWEVER, THAT LENDER SHALL NOT BE RELEASED HEREBY FROM ANY OBLIGATION TO PAY TO RELEASOR ANY AMOUNTS THAT RELEASOR MAY HAVE ON DEPOSIT WITH LENDER, IN ACCORDANCE WITH APPLICABLE LAW AND THE TERMS OF THE LOAN DOCUMENTS AND THE DOCUMENTS ESTABLISHING ANY SUCH DEPOSIT RELATIONSHIP.**

**(B) RELEASOR AGREES NOT TO SUE ANY OF THE LENDER GROUP OR IN ANY WAY ASSIST ANY OTHER PERSON OR ENTITY IN SUING LENDER GROUP WITH RESPECT TO ANY CLAIM RELEASED HEREIN. THE RELEASE PROVISION MAY BE PLEADED AS A FULL AND COMPLETE DEFENSE TO, AND MAY BE USED AS THE BASIS FOR AN INJUNCTION AGAINST, ANY ACTION, SUIT, OR OTHER PROCEEDING WHICH MAY BE INSTITUTED, PROSECUTED, OR ATTEMPTED IN BREACH OF THE RELEASE CONTAINED HEREIN.**

**(C) RELEASOR ACKNOWLEDGES, WARRANTS, AND REPRESENTS TO LENDER GROUP THAT:**

**(I) RELEASOR HAS READ AND UNDERSTANDS THE EFFECT OF THE RELEASE PROVISION. RELEASOR HAS HAD THE ASSISTANCE OF INDEPENDENT COUNSEL OF ITS OWN CHOICE, OR HAS HAD THE OPPORTUNITY TO RETAIN SUCH INDEPENDENT COUNSEL, IN REVIEWING, DISCUSSING, AND CONSIDERING ALL THE TERMS OF THE RELEASE PROVISION; AND IF COUNSEL WAS RETAINED, COUNSEL FOR RELEASOR HAS READ AND CONSIDERED THE RELEASE PROVISION AND ADVISED RELEASOR TO EXECUTE THE SAME. BEFORE EXECUTION OF THIS AGREEMENT, RELEASOR HAS HAD ADEQUATE OPPORTUNITY TO MAKE WHATEVER INVESTIGATION OR INQUIRY IT MAY DEEM NECESSARY OR DESIRABLE IN CONNECTION WITH THE SUBJECT MATTER OF THE RELEASE PROVISION.**

**(II) RELEASOR IS NOT ACTING IN RELIANCE ON ANY REPRESENTATION, UNDERSTANDING, OR AGREEMENT NOT EXPRESSLY SET FORTH**

**HEREIN. RELEASOR ACKNOWLEDGES THAT LENDER GROUP HAS NOT MADE ANY REPRESENTATION WITH RESPECT TO THE RELEASE PROVISION EXCEPT AS EXPRESSLY SET FORTH HEREIN.**

**(III) RELEASOR HAS EXECUTED THIS AGREEMENT AND THE RELEASE PROVISION THEREOF AS ITS FREE AND VOLUNTARY ACT, WITHOUT ANY DURESS, COERCION, OR UNDUE INFLUENCE EXERTED BY OR ON BEHALF OF ANY PERSON.**

**(IV) RELEASOR IS THE SOLE OWNER OF THE CLAIMS RELEASED BY THE RELEASE PROVISION, AND RELEASOR HAS NOT HERETOFORE CONVEYED, ASSIGNED OR ENCUMBERED ALL OR ANY PART OF SUCH CLAIMS OR ANY INTEREST IN ANY SUCH CLAIMS TO ANY OTHER PERSON OR ENTITY.**

**(D) RELEASOR UNDERSTANDS THAT THE RELEASE PROVISION IS A MATERIAL CONSIDERATION IN THE AGREEMENT OF LENDER GROUP TO ENTER INTO THIS AMENDMENT.**

**(E) IT IS THE EXPRESS INTENT OF RELEASOR THAT THE RELEASE AND DISCHARGE SET FORTH IN THE RELEASE PROVISION BE CONSTRUED AS BROADLY AS POSSIBLE IN FAVOR OF LENDER GROUP SO AS TO FORECLOSE FOREVER THE ASSERTION BY RELEASOR OF ANY CLAIMS RELEASED HEREBY AGAINST LENDER GROUP.**

**(F) IF ANY TERM, PROVISION, COVENANT, OR CONDITION OF THE RELEASE PROVISION IS HELD BY A COURT OF COMPETENT JURISDICTION TO BE INVALID, ILLEGAL, OR UNENFORCEABLE, THE REMAINDER OF THE PROVISIONS SHALL REMAIN IN FULL FORCE AND EFFECT.**

**5.11 FINAL AGREEMENT. THIS AMENDMENT AND THE OTHER LOAN DOCUMENTS REPRESENT THE ENTIRE AGREEMENT OF THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF ON THE DATE THIS AMENDMENT IS EXECUTED. THIS AMENDMENT 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. NO MODIFICATION, RESCISSION, WAIVER, RELEASE OR AMENDMENT OF ANY PROVISION OF THIS AMENDMENT SHALL BE MADE, EXCEPT BY A WRITTEN AGREEMENT SIGNED BY BORROWERS, THE ADMINISTRATIVE AGENT AND THE REQUIRED LENDERS.**

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

**5.13 Additional Documents.** The Borrowers, 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 Amendment

**[Signature Pages Follow]**

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

**BORROWERS:**

**LASER SPINE INSTITUTE, LLC**

By: Roger C. Cary  
Name: Roger C. Cary  
Title: President and Chief Executive Officer

**LSI MANAGEMENT COMPANY, LLC**

By: Roger C. Cary  
Name: Roger C. Cary  
Title: President and Chief Executive Officer

**LASER SPINE INSTITUTE CONSULTING, LLC**

By: Roger C. Cary  
Name: Roger C. Cary  
Title: President and Chief Executive Officer

**MEDICAL CARE MANAGEMENT SERVICES, LLC**

By: Roger C. Cary  
Name: Roger C. Cary  
Title: President and Chief Executive Officer

**ADMINISTRATIVE AGENT:**

**TEXAS CAPITAL BANK, NATIONAL ASSOCIATION**

By: 

Name: Bruce Shilcutt

Title: Executive Vice President

**LENDERS:**


**TEXAS CAPITAL BANK, NATIONAL ASSOCIATION**

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

Name: Bruce Shilcutt

Title: Executive Vice President

**HEALTHCARE FINANCIAL SOLUTIONS, LLC**

By:   
Name: Thomas Costello  
Title: Duly Authorized Signatory

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COMPASS BANK D/B/A BBVA COMPASS

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

*Michael Watson*  
*Michael Watson*  
*SVP*



**BMO HARRIS BANK N.A.**

By: Pam Wicker

Name: Pam Wicker

Title: Director

**REGIONS BANK**

By: Margaret Renou  
Name: Margaret Renou  
Title: Senior Vice President

**FLORIDA COMMUNITY BANK, N.A.**

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

*W. Schwarz*

Name:

*WILLIAM SCHWARTZ*

Title:

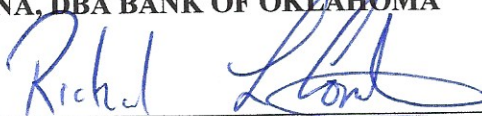
*SVP*

**USAMERIBANK**

By:   
Name: Alfred T. Rogers  
Title: Executive Vice President

**BOKF, NA, DBA BANK OF OKLAHOMA**

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



Name: RICHARD LECOMTE

Title: SENIOR VICE PRESIDENT

**CAPSTAR BANK**

By:   
Name: Mark D. Mattson  
Title: Executive Vice President

**CITY BANK**

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



Name: Wilson Wicks

Title: SVP

**TEXAS SECURITY BANK**

By: 

Name: Ben Parkey

Title: Dallas Market President

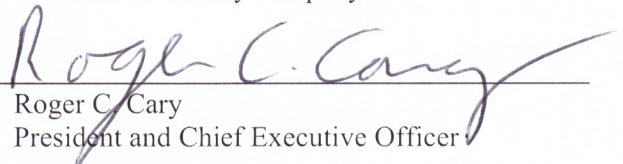


**GUARANTORS' CONSENT AND AGREEMENT  
TO  
THIRD AMENDMENT TO CREDIT AGREEMENT**

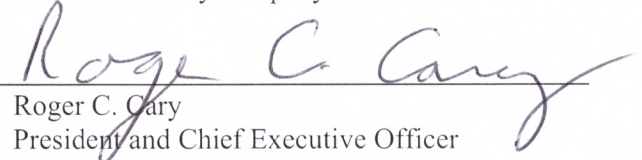
As an inducement to Administrative Agent and Lenders to execute, and in consideration of Administrative Agent's and Lenders' execution of this Amendment, each of the undersigned hereby consents to this Amendment and agrees that this Amendment shall in no way release, diminish, impair, reduce or otherwise adversely affect the obligations and liabilities of the undersigned under the Guaranty executed by the undersigned in connection with the Credit Agreement, or under any Loan Documents, agreements, documents, or instruments executed by the undersigned to create liens, security interests or charges to secure any of the Obligations, all of which are in full force and effect. Each of the undersigned further represents and warrants to Administrative Agent and the Lenders that (a) the representations and warranties in each Loan Document to which the undersigned is a party are true and correct in all material respects on and as of the date of this Amendment as though made on the date of this Amendment (except to the extent that such representations and warranties speak to a specific date), (b) the undersigned is in full compliance with all covenants and agreements contained in each Loan Document to which it is a party, and (c) no Default or Event of Default has occurred and is continuing. Each Guarantor hereby releases Administrative Agent and Lenders from any liability or actions or omissions in connection with the Loan Documents prior to the date of this Amendment. This Consent and Agreement shall be binding upon the undersigned, and its legal representatives and permitted assigns, and shall inure to the benefit of the Administrative Agent, the Lenders, and their respective successors and assigns.

**GUARANTORS:**

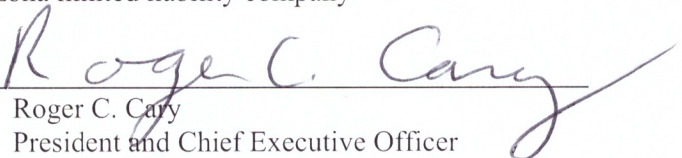
LSI HOLDCO LLC,  
a Delaware limited liability company

By:   
Name: Roger C. Cary  
Title: President and Chief Executive Officer

LASER SPINE SURGICAL CENTER, LLC,  
a Florida limited liability company

By:   
Name: Roger C. Cary  
Title: President and Chief Executive Officer

LASER SPINE SURGERY CENTER OF ARIZONA,  
LLC,  
an Arizona limited liability company

By:   
Name: Roger C. Cary  
Title: President and Chief Executive Officer

LASER SPINE SURGERY CENTER OF  
PENNSYLVANIA, LLC,  
a Pennsylvania limited liability company

By: Roger C. Cary  
Name: Roger C. Cary  
Title: President and Chief Executive Officer

LASER SPINE SURGERY CENTER OF  
OKLAHOMA, LLC,  
an Oklahoma limited liability company

By: Roger C. Cary  
Name: Roger C. Cary  
Title: President and Chief Executive Officer

TOTAL SPINE CARE, LLC (f/k/a LSI Flexible  
Schedule, LLC f/k/a Laser Spine Surgery Center of  
Tampa, LLC),  
a Florida limited liability company

By: Roger C. Cary  
Name: Roger C. Cary  
Title: President and Chief Executive Officer

LASER SPINE SURGERY CENTER OF  
CLEVELAND, LLC,  
an Ohio limited liability company

By: Roger C. Cary  
Name: Roger C. Cary  
Title: President and Chief Executive Officer

LASER SPINE SURGERY CENTER OF  
CINCINNATI, LLC,  
an Ohio limited liability company

By: Roger C. Cary  
Name: Roger C. Cary  
Title: President and Chief Executive Officer

LASER SPINE SURGERY CENTER OF ST. LOUIS,  
LLC,  
a Missouri limited liability company

By: Roger C. Cary  
Name: Roger C. Cary  
Title: President and Chief Executive Officer



LASER SPINE SURGERY CENTER OF WARWICK,  
LLC,  
a Rhode Island limited liability company

By: Roger C. Cary  
Name: Roger C. Cary  
Title: President and Chief Executive Officer

CLM AVIATION, LLC,  
a Florida limited liability company

By: Roger C. Cary  
Name: Roger C. Cary  
Title: President and Chief Executive Officer

AMBULATORY ANESTHESIA RESOURCE GROUP,  
LLC,  
a Florida limited liability company

By: Roger C. Cary  
Name: Roger C. Cary  
Title: President and Chief Executive Officer

SPINE DME SOLUTIONS, LLC,  
a Florida limited liability company

By: Roger C. Cary  
Name: Roger C. Cary  
Title: President and Chief Executive Officer

## EXHIBIT C

### Compliance Certificate

FOR QUARTER/YEAR ENDED \_\_\_\_\_ (THE “***SUBJECT PERIOD***”)  
ADMINISTRATIVE AGENT: Texas Capital Bank, National Association  
BORROWER: Laser Spine Institute, LLC, LSI Management Company,  
LLC, Laser Spine Institute Consulting LLC, and Medical Care Management Services, LLC  
BORROWER REPRESENTATIVE: Laser Spine Institute, LLC

This Compliance Certificate (this “***Certificate***”) is delivered under the Credit Agreement (as amended, restated, supplemented or otherwise modified from time to time, the “***Credit Agreement***”) dated as of July 2, 2015, by and among Borrower, the Lenders from time to time party thereto and Administrative Agent. Capitalized terms used in this Certificate shall, unless otherwise indicated, have the meanings set forth in the Credit Agreement. The undersigned hereby certifies to Administrative Agent and Lenders on behalf of the Borrowers, and not in his/her individual capacity, as of the date hereof that: (a) he/she is the \_\_\_\_\_ of Borrower Representative, and that, as such, he/she is authorized to execute and deliver this Certificate to Administrative Agent on behalf of each Obligated Party; (b) he/she has reviewed and is familiar with the terms of the Credit Agreement and has made, or has caused to be made under his/her supervision, a detailed review of the transactions and condition (financial or otherwise) of each Obligated Party during the Subject Period; (c) no Event of Default currently exists or has occurred which has not been cured or waived by Required Lenders or all Lenders, as required by the Loan Documents; [or LIST DEFAULTS AND ACTIONS BEING TAKEN] (d) the representations and warranties of each Borrower contained in *Article 6* of the Credit Agreement, and any representations and warranties of any Obligated Party that are contained in any document furnished at any time under or in connection with the Loan Documents, are true and correct in all material respects (except to the extent that such representations or warranties are qualified by materiality or Material Adverse Event, in which instance such representations or warranties are true and correct in all respects after giving effect to such qualification) on and as of the date hereof with the same force and effect as if such representations and warranties had been made on and as of such date, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they were true and correct in all material respects (except to the extent that such representations or warranties are qualified by materiality or Material Adverse Event, in which instance such representations or warranties are true and correct in all respects after giving effect to such qualification) as of such earlier date, and except that for purposes of this Certificate, the representations and warranties contained in *Section 6.2* of the Credit Agreement shall be deemed to refer to the most recent statements furnished pursuant to *Section 7.1* of the Credit Agreement, including the statements in connection with which this Certificate is delivered; (e) the financial statements of each Obligated Party attached to this Certificate, if any, were prepared in accordance with GAAP, (subject to year-end audit adjustments and the absence of footnotes), and fairly present in all material respects the financial condition and results of operations of the Parent and its Subsidiaries, on a consolidated basis, as of the end of and for the Subject Period; (f) the financial covenant analyses and information set forth below are true and accurate on and as of the date of this Certificate; and (g) the status of

compliance by each Borrower with certain covenants of the Credit Agreement at the end of the Subject Period is as set forth below:

		In Compliance as of End of Subject Period <u>(Please Indicate)</u>	
1.	<u>Financial Statements, Reports and Other Information</u> <u>(Article 7—Affirmative Covenants)</u>		
	(a) Provide annual audited FYE financial statements within 130 days after the last day of each fiscal year, beginning with the fiscal year ending December 31, 2016, and a Compliance Certificate.	Yes	No
	(b) Provide monthly financial statements, Compliance Certificate, and summary accounts receivable report within 30 days after the last day of each fiscal month ending after the First Amendment Effective Date.	Yes	No
	(c) Provide other reporting required by <i>Section 7.1</i> of the Credit Agreement timely.	Yes	No
	(d) Taxes have been paid and insurance is effective as required by Sections 7.4 and 7.5 of the Credit Agreement	Yes	No
2.	<u>Subsidiaries</u> None, except as listed on <i>Schedule 6.13</i> .	Yes	No
3.	<u>Debt</u> None, except Debt permitted by <i>Section 8.1</i> of the Credit Agreement. (Details below.)	Yes	No
	(d) Amount of Guarantees, if any, \$ _____		
	(e) Purchase Money Debt and Capitalized Lease Obligations \$ _____		
4.	<u>Liens</u> None, except Liens permitted by <i>Section 8.2</i> of the Credit Agreement.	Yes	No
5.	<u>Acquisitions and Mergers</u> None, except those permitted by <i>Section 8.3</i> of the Credit	Yes	No

Agreement. (Details to be disclosed, if applicable.)

- |     |   |     |    |
|-----|---|-----|----|
| 6.  | <u>Restricted Payments</u><br>None, except as permitted by <i>Section 8.4</i> of the Credit Agreement.  | Yes | No |
| 7.  | <u>Loans and Investments</u><br>None, except those permitted by <i>Section 8.5</i> of the Credit Agreement. (Details below.)<br><br>(e) Investments in Core Business of \$ _____                                  | Yes | No |
| 8.  | <u>Issuance of Equity</u><br>None, except issuances permitted by <i>Section 8.6</i> of the Credit Agreement.  | Yes | No |
| 9.  | <u>Affiliate Transactions</u><br>None, except transactions permitted by <i>Section 8.7</i> of the Credit Agreement.   | Yes | No |
| 10. | <u>Dispositions of Assets</u><br>None, except dispositions permitted by <i>Section 8.8</i> of the Credit Agreement. (Details below.)<br><br>(c) Amount of Dispositions during the current fiscal year<br>\$ _____ | Yes | No |
| 11. | <u>Sale and Leaseback Transactions</u><br>None, except transactions permitted by <i>Section 8.9</i> of the Credit Agreement.  | Yes | No |
| 12. | <u>Prepayment of Debt</u><br>None, except prepayments permitted by <i>Section 8.10</i> of the Credit Agreement.   | Yes | No |
| 13. | <u>Changes in Nature of Business</u><br>None, except changes permitted by <i>Section 8.11</i> of the Credit Agreement.  | Yes | No |
| 14. | <u>Environmental Protection</u><br>No activity likely to cause violations of Environmental Laws or create any Environmental Liabilities for which any Borrower or any Subsidiary would be responsible.            | Yes | No |
| 15. | <u>Changes in Fiscal Year; Accounting Practices</u><br>None, except transactions permitted by <i>Section 8.13</i> of the Credit Agreement.  | Yes | No |

16. No Negative Pledge  
None, except those permitted by *Section 8.14* of the Credit Agreement. Yes No

17. Leverage Ratio (detail shown on attached) (Section 9.1)  
Maximum of \_\_\_\_\_ to 1.00 at end of Subject Period, beginning with the fiscal quarter ending March 31, 2017

Quarter Ending	Maximum Ratio
September 30, 2017	No maximum ratio
December 31, 2017	No maximum ratio
March 31, 2018	No maximum ratio
June 30, 2018	No maximum ratio
From and after September 30, 2018	5.00 to 1.00

(Defined as (a) all Debt of Borrowers and their Subsidiaries, other than Subordinated Debt permitted under **Section 8.1(n)**, as of such date minus the Cash Reserve Account balance as of such date to (b) EBITDA of Borrowers and their Subsidiaries for the four fiscal quarters most recently ended; provided that, for purposes of calculating the Leverage Ratio in determining compliance with Section 9.1, (i) EBITDA for the measurement period ending September 30, 2018, shall be EBITDA for the fiscal quarter ended on such date multiplied by 4; and (ii) EBITDA for the measurement period ending December 31, 2018, shall be the sum of actual EBITDA for the two fiscal quarters ending on such date multiplied by 2.

\_\_\_\_\_ ÷ \_\_\_\_\_ = \_\_\_\_\_ Yes No  
Debt EBITDA

18. Debt Service Coverage Ratio (detail shown on attached) (Section 9.2) Yes No  
Minimum of \_\_\_\_\_ to 1.00 at end of Subject Period, beginning as of September 30, 2018

Period	Minimum Ratio
September 30, 2017 to June 30, 2018	No minimum ratio
From and after September 30, 2018	1.10 to 1.0

(Defined as (a) EBITDA minus cash taxes paid minus Permitted Tax Distributions paid minus Unfinanced Capital Expenditures to (b) Debt Service, in each case for Borrowers and their Subsidiaries, on a consolidated basis, for such four fiscal quarter period; provided that, for purposes of calculating EBITDA in determining compliance with this Section 9.2, (i) EBITDA for the measurement period ending September 30, 2018, shall be EBITDA for the fiscal quarter ending on such date multiplied by 4; and (ii) EBITDA for the measurement period ending December 31, 2018, shall be the sum of actual EBITDA for the two fiscal quarters ending on such date multiplied by 2; provided, further, that for purposes of calculating Debt Service in determining compliance with Section 9.2, the sum of regularly scheduled principal payments in respect of the Term Loan shall be deemed to be \$250,000 per month for the period beginning October 1, 2017 and ending December 31, 2017.

$$\left( \frac{\text{EBITDA}}{\text{EBITDA}} - \frac{\text{cash taxes paid}}{\text{cash taxes paid}} - \frac{\text{Permitted Tax Distributions paid}}{\text{Permitted Tax Distributions paid}} - \frac{\text{Unfinanced Capital Expenditures}}{\text{Unfinanced Capital Expenditures}} \right)$$

$$\left( \frac{\text{scheduled principal payments on all Debt}}{\text{scheduled principal payments on all Debt}} + \frac{\text{Cash Interest Expense}}{\text{Cash Interest Expense}} \right) = \text{_____}$$

19. Capital Expenditures (Detail shown on attached) (Section 9.3) Yes  No   
 Maximum of \$2,000,000 from the First Amendment Effective Date through December 31, 2016, \$5,000,000 during the fiscal year ending December 31, 2017 and \$3,500,000 during the fiscal year ending December 31, 2018, Capital Expenditures (excluding payments of Capitalized Lease Obligations in respect of medical equipment) made during current fiscal year = \_\_\_\_\_
20. Minimum EBITDA Test (Detail shown on attached) (Section 9.4) Yes  No

Minimum EBITDA of \$ \_\_\_\_\_ at \_\_\_\_\_ (for the period beginning March 1, 2018 and ending on such date)



<i>Test Period beginning March 1, 2018 and ending</i>	<i>Minimum EBITDA Amount</i>
<i>March 31, 2018</i>	<i>\$0</i>
<i>April 30, 2018</i>	<i>\$320,000</i>
<i>May 31, 2018</i>	<i>\$600,000</i>
<i>June 30, 2018</i>	<i>\$1,105,000</i>
<i>July 31, 2018</i>	<i>\$1,660,000</i>
<i>August 31, 2018</i>	<i>\$2,610,000</i>

(Defined as EBITDA; provided that, solely for purposes of determining compliance with this **Section 9.4**, EBITDA for each of the test periods ending above shall be EBITDA for the period beginning on March 1, 2018 and ending on the last day of each such test period).

21. Mandatory Prepayments

(if any, per attached detailed calculations)

\$ \_\_\_\_\_

Amount of Mandatory Prepayments made during the Subject Period

(a) Amount of net cash proceeds of dispositions required to prepay Term Loans pursuant to Section 2.9(d)(i):

\$ \_\_\_\_\_

(b) Amount of Excess Cash Flow required to prepay Term Loans pursuant to Section 2.9(d)(ii):

\$ \_\_\_\_\_

(c) Amount of net cash proceeds from issuance of equity required to prepay Term Loans pursuant to Section 2.9(d)(iii):

\$ \_\_\_\_\_

(d) Amount of net cash proceeds from issuance of Debt required to prepay Term Loans pursuant to Section 2.9(d)(iv):

\$ \_\_\_\_\_

(e) Amount of net cash proceeds from Extraordinary Receipts required to prepay Term Loans pursuant to Section 2.9(d)(v):

\$ \_\_\_\_\_

22. Report on Reimbursement Rates and Insurance Payments

Attached is a report on material changes in reimbursement rates and insurance claim payments since the most recently delivered Compliance Certificate.

23. Report on Litigation

Attached is a detailed report on all litigation and threatened litigation.

*IN WITNESS WHEREOF*, the undersigned has executed this Certificate as of \_\_\_\_\_, \_\_\_\_\_.

BORROWERS REPRESENTATIVE:

LASER SPINE INSTITUTE, LLC

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

Name:

Title:

SCHEDULE 2.1

Commitments and Applicable Percentages

Lender	Revolving Credit Commitment <sup>1</sup>	Applicable Percentage of Revolving Credit Commitment	Term Loan Commitment <sup>1</sup>	Outstanding Term Loans <sup>1</sup>	Applicable Percentage of Term Loan Commitment
Texas Capital Bank, National Association	\$2,250,000.00	15.000000000000%	\$0.00	\$19,687,500.00	15.000000000000%
Healthcare Financial Solutions, LLC	\$2,250,000.00	15.000000000000%	\$0.00	\$19,687,500.00	15.000000000000%
Compass Bank, d/b/a BBVA Compass	\$1,734,375.00	11.562500000000%	\$0.00	\$15,175,781.25	11.562500000000%
BMO Harris Bank N.A.	\$1,734,375.00	11.562500000000%	\$0.00	\$15,175,781.25	11.562500000000%
Regions Bank	\$1,734,375.00	11.562500000000%	\$0.00	\$15,175,781.25	11.562500000000%
Florida Community Bank, N.A.	\$1,734,375.00	11.562500000000%	\$0.00	\$15,175,781.25	11.562500000000%
USAmeriBank	\$1,125,000.00	7.500000000000%	\$0.00	\$9,843,750.00	7.500000000000%
BOKF, N.A. dba Bank of Oklahoma	\$1,125,000.00	7.500000000000%	\$0.00	\$9,843,750.00	7.500000000000%
Capstar Bank	\$ 562,500.00	3.750000000000%	\$0.00	\$4,921,875.00	3.750000000000%
City Bank	\$ 375,000.00	2.500000000000%	\$0.00	\$3,281,250.00	2.500000000000%
Texas Security Bank	\$ 375,000.00	2.500000000000%	\$0.00	\$3,281,250.00	2.500000000000%
<b>Total</b>	<b>\$15,000,000.00</b>	<b>100.000000000000%</b>	<b>\$0.00</b>	<b>\$131,250,000.00</b>	<b>100.000000000000%</b>

<sup>1</sup> As of the Third Amendment Effective Date

# **EXHIBIT 6**

**FORBEARANCE AGREEMENT AND FOURTH AMENDMENT TO CREDIT AGREEMENT**

This FORBEARANCE AGREEMENT AND FOURTH AMENDMENT TO CREDIT AGREEMENT (this "Amendment") is entered into as of June 28, 2018, but effective as of June 1, 2018 (the "Fourth Amendment Effective Date"), between 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 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 Amendment shall have the meanings given them in the Credit Agreement (defined below).

**RECITALS**

**A.** The Borrowers, 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");

**B.** The Borrowers have informed Administrative Agent that Events of Default have occurred prior to the Fourth Amendment Effective Date and are continuing, including, but not limited to, (i) under Section 10.1(b) of the Credit Agreement as a result of the Borrowers' failure to comply with the minimum EBITDA covenant set forth in Section 9.4 of the Credit Agreement for the fiscal quarter ending March 31, 2018 and (ii) under Section 10.1(a) of the Credit Agreement as a result of the Borrowers' failure to pay the Obligations when due on June 1, 2018 (such Events of Default, the "Existing Defaults");

**C.** The Borrowers have requested that the Administrative Agent and the Lenders (i) forbear from exercising their rights and remedies arising under the Credit Agreement and the Loan Documents as a result of the Existing Defaults; and (ii) amend the Credit Agreement in certain respects, all as more particularly set forth below; and

**E.** The Administrative Agent and the Required Lenders have agreed to (i) forbear from exercising their rights and remedies arising under the Credit Agreement and the Loan Documents as a result of the Existing Defaults; and (ii) amend the Credit Agreement in certain respects, all as more particularly set forth below, in each case, upon and subject to the terms and conditions set forth in this Amendment.

**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**

**Specified Defaults**

**1.01 Existing Defaults.** The Borrowers hereby acknowledge, confirm and agree that (a) the Existing Defaults have occurred and are continuing, (b) the Existing Defaults constitute Events of Default under and as defined in the Credit Agreement, and (c) as a result of such Existing Defaults, 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 Anticipated Defaults.** The Borrowers hereby acknowledge, confirm and agree that (a) from and after the Fourth Amendment Effective Date and until the Scheduled Termination Date (defined below), Defaults or Events of Default may occur and be continuing under Section 10.1(a) (other than any

Event of Default that shall have occurred and be continuing for at least five (5) days, arising from the failure to make any mandatory prepayment required under Section 2.9(c) of the Credit Agreement), Section 10.1(d) (other than any Event of Default arising from the failure to comply with Section 4.02 of this Amendment) and Section 10.1(g) of the Credit Agreement (the “Anticipated Defaults” and together with the Existing Defaults, the “Specified Defaults”) and (b) the Anticipated Defaults, should they occur, will constitute Defaults or Events of Default, as applicable, under and as defined in the Credit Agreement, and subject to the agreement set forth in Section 2.01 of this Amendment, would entitle the Administrative Agent, at the direction of the Required Lenders and in the case of any Event of Default, to exercise certain rights and remedies in accordance with the Loan Documents.

## **ARTICLE II**

### **Forbearance; Certain Agreements**

**2.01 Forbearance.** In reliance upon the representations, warranties and covenants of the Borrowers contained in this Amendment and subject to the terms and conditions of this Amendment and any document or instrument executed in connection herewith, the Administrative Agent and Required Lenders hereby agree to forbear from exercising their rights and remedies under the Loan Documents against the Borrowers arising as a result of the Specified Defaults (the “Forbearance”), until the earliest to occur of (a) September 4, 2018 (or such later date as Borrowers, the Administrative Agent and the Required Lenders mutually agree) (the “Scheduled Termination Date”), (b) the occurrence and continuance of any Event of Default (other than the Specified Defaults) for at least ten (10) days (to the extent capable of being cured, the “Cure Period”) following the earlier of (i) the date on which any Borrower, any of their Subsidiaries or any Obligated Party obtained knowledge thereof and (ii) the date on which the Borrower Representative received notice thereof from the Administrative Agent, (c) the termination of all Commitments and payment in full of all Obligations (other than (i) contingent indemnification obligations and (ii) obligations and liabilities under Bank Product Agreements as to which arrangements satisfactory to the applicable Bank Product Provider shall have been made) and the expiration or termination of all Letters of Credit (other than Letters of Credit as to which other arrangements satisfactory to Administrative Agent and L/C Issuer shall have been made), (d) subject to the Cure Period (except for Section 4.02(b), 4.02(d) and 4.02(g) hereof, which shall not be subject to any cure period), the occurrence of any default in the performance by any Borrower with respect to the covenants set forth in Section 4.02 hereof, (e) the breach of any representation or warranty by any Borrower under this Amendment or (f) the commencement of litigation or foreclosure proceedings by any creditor (or creditors) of any Borrower (other than the Administrative Agent and the Lenders) for purposes of collecting on any Debt with an aggregate principal amount greater than \$1,000,000 and which litigation or proceeding has not been dismissed, vacated or otherwise settled within thirty (30) days from the commencement of such litigation or proceeding (in the case of clauses (a) through (f) above, each a “Forbearance Termination Date”, and the period from the Fourth Amendment Effective Date until the first Forbearance Termination Date being the “Forbearance Period”). Nothing contained in this Amendment shall be construed as a waiver or forgiveness by the Administrative Agent and Lenders of any Specified Default, as a cure of any Specified Default or as a limitation or restriction of the rights of the Administrative Agent or Lenders to exercise any available right or remedy (x) with respect to any Specified Default, subject, however, to the Forbearance during the Forbearance Period, or (y) with respect to any other Default or Event of Default under the Credit Agreement, whether now existing or hereafter occurring, as against or with respect to any person, including any Borrower. The Forbearance and the Forbearance Period shall automatically terminate on a Forbearance Termination Date, and at any time from and after a Forbearance Termination Date, the Administrative Agent and Lenders shall be entitled to exercise their rights and remedies under the Loan Documents in accordance with the terms thereof without further notice. Except as expressly modified by this Amendment and by the documents executed in connection herewith, the Loan Documents, shall be deemed to be in full force and effect during the Forbearance Period, and all provisions of the Loan Documents relating to the rights and remedies of the

Administrative Agent and Lenders shall continue to be in effect until such time as all obligations of the Borrowers to the Administrative Agent and Lenders have been finally paid in full in accordance with the Credit Agreement. Except for the Forbearance expressly provided in this Section 2.01 and the amendments and other matters expressly provided for in this Amendment, nothing contained herein shall be deemed a consent to, or waiver of, any other action or inaction of Borrowers or the other Obligated Parties which constitutes (or would constitute) a violation of any provision of the Credit Agreement or any other Loan Document, or which constitutes (or would constitute) a Default or Event of Default arising after the date hereof, and notwithstanding anything to the contrary set forth herein, any right or action of any Borrower or any Obligated Party set forth in the Credit Agreement or the other Loan Documents that is conditioned on the absence of any Event of Default may not be exercised or taken as a result of the Specified Defaults. The Borrowers acknowledge and agree that, except as expressly set forth herein, nothing herein shall be construed as a continuing consent to or waiver of any provisions of the Credit Agreement or any other Loan Document. Neither the Lenders nor the Administrative Agent shall be obligated to grant any future forbearance, waivers, consents or amendments with respect to any other provision of the Credit Agreement or any other Loan Document.

**2.02 Binding Effect of Documents.** Except as expressly modified by this Amendment and by the documents executed in connection herewith, the Loan Documents, shall be deemed to be in full force and effect, and all provisions of the Loan Documents relating to the rights and remedies of the Administrative Agent and the Lenders shall continue to be in effect until such time as all Obligations have been finally paid in full in accordance with the Credit Agreement. Borrowers further acknowledge, confirm and agree that the Administrative Agent (for the benefit of the Lenders) has and shall continue to have valid, enforceable and perfected first-priority (subject to Permitted Liens) liens upon and security interests in the Collateral heretofore granted to the Administrative Agent pursuant to the Credit Agreement and the other Loan Documents or otherwise granted to or held by the Administrative Agent (for the benefit of the Lenders).

**2.03 Loans and LCs.** As a result of the occurrence and continuance of the Specified Defaults, the Obligated Parties acknowledge and agree that the Administrative Agent and the Lenders have no obligation to continue to make Loans under the Revolving Credit Facility or issue, amend or renew Letters of Credit pursuant to Article 2 of the Credit Agreement.

**2.04 Default Interest Rate.** During the Forbearance Period, notwithstanding anything to the contrary contained in the Credit Agreement, the Administrative Agent and the Required Lenders hereby waive their right to implement the Default Interest Rate in accordance with Section 2.8(g) of the Credit Agreement; provided that, if a Forbearance Termination Date occurs, notwithstanding anything to the contrary in the Credit Agreement, the Borrowers hereby acknowledge and agree that interest shall automatically accrue thereafter on the Outstanding Amount of the Loans (or any other past due amounts) at the Default Interest Rate.

**2.05 Suspension of Certain Financial Covenants.** During the Forbearance Period, notwithstanding anything to the contrary contained in the Credit Agreement, the financial covenants set forth in Section 9.1, Section 9.2 and Section 9.4 of the Credit Agreement shall be suspended and shall not be tested for any period ending during the Forbearance Period; provided however, that notwithstanding the foregoing, Borrowers will continue to deliver the financial statements and other reports required by Section 7.1 of the Credit Agreement.

**2.06 Sponsor Group Investment.** The Sheridan Group has agreed that it and other members of the Sponsor Group and other members of the Parent will make investments in the Parent in its sole discretion to be funded on or after the Fourth Amendment Effective Date in one or more installments in the form of either new equity securities of Parent or Subordinated Debt issued by Parent as needed to support cash needs of the Borrowers, on substantially the same terms of the Initial Fourth Amendment



Equity Investment, convertible into equity securities of Parent, of which \$2,500,000 was funded on June 4, 2018 pursuant to that certain Convertible Promissory Note dated as of June 4, 2018 by LSI HoldCo LLC in favor of SLG LSI Investment, LLC, as Agent and as a Holder (such installments, collectively, the “Fourth Amendment Equity Investment”). The proceeds of such Fourth Amendment Equity Investment will be (a) used only for working capital, for general corporate purposes, and to the extent necessary to satisfy any mandatory prepayment required under Section 2.9(c) of the Credit Agreement arising during the Forbearance Period that shall have occurred and be continuing for at least five (5) days; provided that, during the Forbearance Period, such amounts will not be (i) funded as cash collateral for the Obligations or (ii) applied to any principal, interest or fees owed or owing under the Credit Agreement (other than to the extent necessary to satisfy any mandatory prepayment required under Section 2.9(c) of the Credit Agreement arising during the Forbearance Period that shall have occurred and be continuing for at least five (5) days) and (b) funded into an account of the Borrowers, which shall be subject to a lien in favor of the Administrative Agent, for the benefit of the Lenders; provided, however, that during the Forbearance Period, neither the Administrative Agent nor any Lender may sweep (except for existing lockbox and cash management arrangements) or otherwise exercise remedies with respect to such account or the funds deposited in such account.

### **ARTICLE III** **Amendments to Credit Agreement**

Subject to the satisfaction or waiver in writing of each condition precedent set forth in Article II of this Amendment, and in reliance on the representations, warranties, covenants and agreements contained in this Amendment, the Credit Agreement shall be amended as follows:

**3.01 Amended Definitions.** The following definitions set forth in Section 1.1 of the Credit Agreement shall be and hereby are amended and restated in their respective entireties to read as follows:

*“**Excluded Issuances**” means any issuance of stock or equity interests by (a) an Obligated Party (i) to another Obligated Party or (ii) to any officer, director, manager or employee of an Obligated Party in an aggregate amount not to exceed two percent (2%) of the aggregate outstanding stock or equity interests of the applicable Obligated Party per calendar year, or (b) by Parent (i) upon conversion of any the Subordinated Debt, including the Existing Subordinated Debt and any other Subordinated Debt issued pursuant to the First Amendment Equity Investment, the Second Amendment Equity Investment or the Fourth Amendment Equity Investment, into equity interests in Parent in accordance with the terms thereof, (ii) in connection with the Rights Offering or (iii) resulting in net proceeds after the Second Amendment Effective Date of not more than \$10,000,000 in the aggregate (less the amount of Subordinated Debt issued pursuant to Section 8.1(n)(ii)).*

**3.02 Additional Definitions.** The following definition shall be and hereby is added to Section 1.1 of the Credit Agreement in alphabetical order to read as follows:

*“**Fourth Amendment Effective Date**” means June 1, 2018.*

*“**Fourth Amendment Equity Investment**” means the investments in the Parent by one or more members of the Sponsor Group and other members of the Parent (in such amounts as the Sponsor Group or such members determine, in their discretion), to be funded on or after the Fourth Amendment Effective Date in one or more installments in the form of either new equity securities of Parent or Subordinated Debt issued by Parent, on terms reasonably satisfactory to Agent, convertible into equity securities of Parent, of*

which \$2,500,000 was funded on June 4, 2018 pursuant to that certain Convertible Promissory Note dated as of June 4, 2018 (the “**Initial Fourth Amendment Equity Investment**”) by LSI HoldCo LLC in favor of SLG LSI Investment, LLC, as Agent and as a Holder.

**3.03 Subordinated Debt.** Section 8.1 of the Credit Agreement shall be and it hereby is amended by (i) deleting “and” at the end of clause (n) thereof, (ii) replacing “.” with “; and” at the end of clause (o) thereof and (iii) inserting the following as a new clause (p) thereof to read in its entirety as follows:

(p) *Subordinated Debt issued by Parent on or after the Fourth Amendment Effective Date in one or more installments in connection with the Fourth Amendment Equity Investment; provided that, (A) such Subordinated Debt is on terms and conditions reasonably satisfactory to Administrative Agent and Required Lenders, unsecured and subordinated in right of payment to the payment in full of all of the Obligations on terms and conditions reasonably satisfactory to the Administrative Agent or Required Lenders (provided, that the Administrative Agent and Required Lenders hereby acknowledge that the Initial Fourth Amendment Equity Investment is on terms reasonably acceptable to each of the Administrative Agent and the Required Lenders), (B) to the extent any payment thereunder is prohibited pursuant to this Agreement, the terms of the Subordinated Debt or any Subordination Agreement with respect thereto, such interest accruing on such Subordinated Debt shall be capitalized and added to the principal amount of such Subordinated Debt at the time payment of interest would otherwise be due thereunder and (C) the maturity date of such Subordinated Debt shall not be earlier than the date that is ninety (90) days after the Maturity Date.*

## ARTICLE IV

### Conditions Precedent and Additional Covenants

**4.01 Conditions to Effectiveness.** This Amendment, including the Forbearance set forth in Article II hereof and the amendments to the Credit Agreement set forth in Article III hereof shall be effective upon the satisfaction of all of the conditions set forth in this Section 4.01:

(a) The Administrative Agent, the Required Lenders and the Borrowers shall have executed and delivered this Amendment;

(b) The Borrowers shall have paid (or substantially concurrently with the execution and delivery hereof shall pay) all outstanding, reasonable and documented out-of-pocket professional fees and expenses that have been incurred by the Administrative Agent and the Lenders and the Administrative Agent’s and Lender’s consultants, attorneys and financial advisors, including without limitation Deloitte, Lender’s Consulting Group, LLC, and Norton Rose Fulbright US LLP, on and prior to the date hereof that are required to be reimbursed by the Borrowers under the Credit Agreement, in the amounts invoiced at least two (2) days prior to the date hereof, which fees, expenses and retainers shall be paid upon execution of this Amendment in aggregate amount not to exceed \$150,000;

(c) The Borrowers shall have delivered a certificate of a Responsible Officer of the Borrower Representative certifying to, among other things, the documents evidencing the Subordinated Debt that was issued pursuant to Section 8.1(p) of the Credit Agreement (as amended hereby);

(d) The Administrative Agent shall have received the Consent and Agreement attached hereto, executed by each of the Guarantors;

(e) The Administrative Agent shall have received the initial Forecast for the Forbearance Period;

(f) The Administrative Agent shall have received a Borrowing Base Certificate prepared as of April 30, 2018;

(g) The representations and warranties contained in the Credit Agreement and any other Loan Document shall be true and correct in all material respects on and as of the date hereof as though made on and as of the date hereof except to the extent that such representation or warranty relates to an earlier date;

(h) As of the Fourth Amendment Effective Date, no Default shall have occurred and be continuing (other than the Existing Defaults); and

(i) The Administrative Agent shall have received such other instruments and documents incidental and appropriate to this Amendment and the transactions provided for herein as the Administrative Agent or its special counsel may reasonably request, and all such documents shall be in form and substance reasonably satisfactory to the Administrative Agent.

By its execution and delivery of its signature page hereto, Administrative Agent and each Lender executing such a signature page confirms that the foregoing conditions have been satisfied.

**4.02 Additional Forbearance Period Covenants.** Notwithstanding any provisions to the contrary contained in the Loan Documents, each Borrower hereby covenants and agrees to observe and comply with each of the following covenants, and each Borrower agrees and acknowledges that failure to comply with any such covenant shall, subject to the Cure Period (except with respect to clauses (b), (d) and (g) below, which shall not be subject to any cure period), result in an Event of Default under the Credit Agreement. Borrowers shall:

(a) pay and discharge all accounts payable in the ordinary course of business;

(b) provide a detailed, written restructuring proposal within 50 days from the Fourth Amendment Effective Date, and participate in a call or meeting with the Administrative Agent and the lenders within 60 days from the Fourth Amendment Effective Date regarding such proposal;

(c) not dispose of any Collateral (except for inventory in the ordinary course of business) without the prior written consent of the Administrative Agent;

(d) deposit cash sufficient to cover any scheduled payroll advances into a segregated account designated for such payments at least 4 days in advance of the date on which a draft via automatic clearing house transfer would be made (or would need to be made) on such account in order to fund such payroll advances (e.g. Borrowers must deposit cash in an amount sufficient to cover any given week's payroll in a segregated account on the Monday of such week preceding the Wednesday automatic clearing house transfer deadline to fund a Friday payroll for such week);

(e) cause the Borrower Representative to conduct monthly conference calls at

reasonable times during normal business hours with the Administrative Agent and the Lenders concerning the Borrowers' operations, financial condition and plan for exiting the Forbearance Period;

(f) permit Administrative Agent to conduct an additional field exam at Borrowers' expense during the Forbearance Period; provided, that the costs and expenses which will be reimbursed by the Borrowers shall not exceed \$15,000 (notwithstanding anything set forth in the Credit Agreement to the contrary);

(g) deliver to the Administrative Agent (i) on or before the date of this Amendment, a 13-week cash flow forecast commencing with the week ending Friday, June 8, 2018, in form and substance reasonably acceptable to the Administrative Agent, including roll-forward of accounts receivable, HFD Notes Receivable and accounts payable (the "Forecast"; provided, that the Administrative Agent hereby acknowledges receipt of the initial Forecast delivered to the Administrative Agent on June 5, 2018), (ii) promptly after preparation and no later than Tuesday of each week during the Forbearance Period, commencing with Tuesday, June 12, 2018, (A) an updated rolling 13-week Forecast, including an actual-to-budget comparison to the Forecast most recently delivered, showing actual cash receipts, actual cash disbursements, actual accounts receivable, actual HFD Notes receivable and actual accounts payable in the same form/line items of the prior week's Forecast, including dollar and percentage variances between the actual and forecasted amounts, and shall include a calculation of any amounts required to satisfy cash shortfalls and to be funded by the Sponsor Group, and (B) a weekly Compliance Certificate (1) stating that to the best of the knowledge of the Responsible Officer executing same, no Event of Default (other than the Specified Defaults) has occurred and is continuing, or if an Event of Default (other than the Specified Defaults) has occurred and is continuing, a statement as to the nature thereof and the action which is proposed to be taken with respect thereto, (2) showing in reasonable detail the number of surgeries completed in the immediately preceding week, the number of surgeries completed for the current month and the number of surgeries scheduled for the remainder of the current month and (3) containing such other information as is required to be disclosed pursuant to Exhibit J of the Credit Agreement; and

(h) and shall cause their Subsidiaries to strictly comply at all times with the terms and provisions of this Amendment and the Loan Documents, including all provisions thereof that restrict the rights of the Borrower from taking certain actions or making certain payments once a Default or Event of Default occurs.

**4.03 Failure of Covenant/Condition.** The termination or expiration of the Forbearance Period shall release the Administrative Agent or any Lender from any obligation arising hereunder, shall entitle the Administrative Agent or such Lender to exercise any and all of its rights and remedies available under the Credit Agreement or any of the Loan Documents and applicable law. Following the Fourth Amendment Effective Date, the failure of the Borrowers to satisfy or continue to satisfy any covenant or other condition in this Amendment shall constitute an Event of Default under and as defined in the Credit Agreement.

## **ARTICLE V**

### **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 Amendment, 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 by the Borrowers 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 Amendment 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 AMENDMENT 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 VI

### Ratifications, Representations and Warranties

**6.01 Ratifications.** Except as expressly modified and superseded by this Amendment, 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 Borrowers and Guarantors each hereby agree 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.

**6.02 Representations and Warranties.** The Borrowers and Guarantors each hereby represent and warrant to the Administrative Agent and the Lenders that (a) the execution, delivery and performance of this Amendment and any and all other Loan Documents executed and/or delivered in connection herewith have been authorized by all requisite organizational action on the part of the Borrowers and Guarantors, respectively, and will not violate the Constituent Documents of the Borrowers or Guarantors, respectively; (b) the representations and warranties contained in the Credit Agreement and any other Loan Document are true and correct in all material respects on and as of the date hereof as though made on and as of the date hereof except to the extent that such representation or warranty relates to an earlier date or relates to the Specified Defaults; (c) to the knowledge of the Responsible Officers of the Borrower Representative, no Default or Event of Default (other than the Existing Defaults) under and as defined in the Credit Agreement has occurred and is continuing; (d) to the knowledge of the Responsible Officers of the Borrower Representative, the Borrowers and Guarantors are in full compliance with all covenants and agreements (other than those covenants and agreements that are addressed by the Specified Defaults) contained in the Credit Agreement and the other Loan Documents, unless such compliance has been specifically waived in writing by the Administrative Agent (with the consent of the Required Lenders); and (e) the Borrowers have not amended their Constituent Documents since November 13, 2017.

## ARTICLE VII

### Miscellaneous Provisions

**7.01 Survival of Representations and Warranties.** All representations and warranties made in this Amendment, the Credit Agreement, or any other Loan Document, including, without limitation, any document furnished in connection with this Amendment, shall survive the execution and delivery of this Amendment, 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.

**7.02 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.

**7.03 Expenses of Administrative Agent.** In accordance with Section 12.1 of the Credit Agreement, the Borrowers agree 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 Amendment 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.

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

**7.05 Successors and Assigns; No Third Party Beneficiaries.** This Amendment 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 Borrowers may not assign or transfer any of their 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 Amendment nor any of the provisions hereof shall inure to the benefit of any Person other than the parties hereto.

**7.06 Counterparts.** This Amendment 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 Amendment by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart to this Amendment.

**7.07 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.

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

**7.09 APPLICABLE LAW. THIS AMENDMENT 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.**

**7.10 RELEASE. AS A MATERIAL PART OF THE CONSIDERATION FOR THE ADMINISTRATIVE AGENT AND THE LENDERS ENTERING INTO THIS AMENDMENT, EACH BORROWER AND EACH GUARANTOR, ON BEHALF OF ITSELF AND EACH OF ITS AFFILIATES, RESPECTIVELY (COLLECTIVELY "RELEASOR") AGREES AS FOLLOWS (THE "RELEASE PROVISION"):**

**(A) RELEASOR HEREBY RELEASES AND FOREVER DISCHARGES THE ADMINISTRATIVE AGENT, EACH LENDER, AND THEIR PREDECESSORS, SUCCESSORS, ASSIGNS, OFFICERS, MANAGERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, ATTORNEYS (INCLUDING WITHOUT LIMITATION NORTON ROSE FULBRIGHT US LLP), REPRESENTATIVES, PARENT CORPORATIONS, SUBSIDIARIES, AND AFFILIATES (HEREINAFTER ALL OF THE ABOVE COLLECTIVELY REFERRED TO AS "LENDER GROUP") JOINTLY AND SEVERALLY FROM ANY AND ALL CLAIMS, COUNTERCLAIMS, DEMANDS, DAMAGES, DEBTS, AGREEMENTS, COVENANTS, SUITS, CONTRACTS, OBLIGATIONS, LIABILITIES, ACCOUNTS, OFFSETS, RIGHTS, ACTIONS, AND CAUSES OF ACTION OF ANY NATURE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION FOR CONTRIBUTION AND INDEMNITY ARISING AS A RESULT OF ACTS OR CIRCUMSTANCES EXISTING OR ARISING ON OR PRIOR TO THE DATE HEREOF, WHETHER ARISING AT LAW OR IN EQUITY, WHETHER PRESENTLY POSSESSED OR POSSESSED IN THE FUTURE, WHETHER KNOWN OR UNKNOWN, WHETHER LIABILITY BE DIRECT OR INDIRECT, LIQUIDATED OR UNLIQUIDATED, WHETHER PRESENTLY ACCRUED OR TO ACCRUE HEREAFTER, WHETHER ABSOLUTE OR CONTINGENT, FORESEEN OR UNFORESEEN, AND WHETHER OR NOT HERETOFORE ASSERTED, WHICH RELEASOR MAY HAVE OR CLAIM TO HAVE AGAINST ANY OF LENDER GROUP; PROVIDED, HOWEVER, THAT LENDER SHALL NOT BE RELEASED HEREBY FROM ANY OBLIGATION TO PAY TO RELEASOR ANY AMOUNTS THAT RELEASOR MAY HAVE ON DEPOSIT WITH LENDER, IN ACCORDANCE WITH APPLICABLE LAW AND THE TERMS OF THE LOAN DOCUMENTS AND THE DOCUMENTS ESTABLISHING ANY SUCH DEPOSIT RELATIONSHIP.**

**(B) RELEASOR AGREES NOT TO SUE ANY OF THE LENDER GROUP OR IN ANY WAY ASSIST ANY OTHER PERSON OR ENTITY IN SUING LENDER GROUP WITH RESPECT TO ANY CLAIM RELEASED HEREIN. THE RELEASE PROVISION MAY BE PLEADED AS A FULL AND COMPLETE DEFENSE TO, AND MAY BE USED AS THE BASIS FOR AN INJUNCTION AGAINST, ANY ACTION, SUIT, OR OTHER PROCEEDING WHICH MAY BE INSTITUTED, PROSECUTED, OR ATTEMPTED IN BREACH OF THE RELEASE CONTAINED HEREIN.**

**(C) RELEASOR ACKNOWLEDGES, WARRANTS, AND REPRESENTS TO LENDER GROUP THAT:**

**(I) RELEASOR HAS READ AND UNDERSTANDS THE EFFECT OF THE RELEASE PROVISION. RELEASOR HAS HAD THE ASSISTANCE OF INDEPENDENT COUNSEL OF ITS OWN CHOICE, OR HAS HAD THE OPPORTUNITY TO RETAIN SUCH INDEPENDENT COUNSEL, IN REVIEWING, DISCUSSING, AND CONSIDERING ALL THE TERMS OF THE RELEASE PROVISION; AND IF COUNSEL WAS RETAINED, COUNSEL FOR RELEASOR HAS READ AND CONSIDERED THE RELEASE PROVISION AND ADVISED RELEASOR TO EXECUTE THE SAME. BEFORE EXECUTION OF THIS AGREEMENT, RELEASOR HAS HAD ADEQUATE OPPORTUNITY TO MAKE WHATEVER INVESTIGATION OR INQUIRY IT MAY DEEM NECESSARY OR DESIRABLE IN CONNECTION WITH THE SUBJECT MATTER OF THE RELEASE PROVISION.**

**(II) RELEASOR IS NOT ACTING IN RELIANCE ON ANY REPRESENTATION, UNDERSTANDING, OR AGREEMENT NOT EXPRESSLY SET FORTH HEREIN. RELEASOR ACKNOWLEDGES THAT LENDER GROUP HAS NOT MADE ANY REPRESENTATION WITH RESPECT TO THE RELEASE PROVISION EXCEPT AS EXPRESSLY SET FORTH HEREIN.**

**(III) RELEASOR HAS EXECUTED THIS AGREEMENT AND THE RELEASE PROVISION THEREOF AS ITS FREE AND VOLUNTARY ACT, WITHOUT ANY DURESS, COERCION, OR UNDUE INFLUENCE EXERTED BY OR ON BEHALF OF ANY PERSON.**

**(IV) RELEASOR IS THE SOLE OWNER OF THE CLAIMS RELEASED BY THE RELEASE PROVISION, AND RELEASOR HAS NOT HERETOFORE CONVEYED, ASSIGNED OR ENCUMBERED ALL OR ANY PART OF SUCH CLAIMS OR ANY INTEREST IN ANY SUCH CLAIMS TO ANY OTHER PERSON OR ENTITY.**

**(D) RELEASOR UNDERSTANDS THAT THE RELEASE PROVISION IS A MATERIAL CONSIDERATION IN THE AGREEMENT OF LENDER GROUP TO ENTER INTO THIS AMENDMENT.**

**(E) IT IS THE EXPRESS INTENT OF RELEASOR THAT THE RELEASE AND DISCHARGE SET FORTH IN THE RELEASE PROVISION BE CONSTRUED AS BROADLY AS POSSIBLE IN FAVOR OF LENDER GROUP SO AS TO FORECLOSE FOREVER THE ASSERTION BY RELEASOR OF ANY CLAIMS RELEASED HEREBY AGAINST LENDER GROUP.**

**(F) IF ANY TERM, PROVISION, COVENANT, OR CONDITION OF THE RELEASE PROVISION IS HELD BY A COURT OF COMPETENT JURISDICTION TO BE INVALID, ILLEGAL, OR UNENFORCEABLE, THE REMAINDER OF THE PROVISIONS SHALL REMAIN IN FULL FORCE AND EFFECT.**

**7.11 FINAL AGREEMENT. THIS AMENDMENT AND THE OTHER LOAN DOCUMENTS REPRESENT THE ENTIRE AGREEMENT OF THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF ON THE DATE THIS AMENDMENT IS EXECUTED. THIS AMENDMENT 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. NO MODIFICATION, RESCISSION, WAIVER, RELEASE OR AMENDMENT OF ANY PROVISION OF THIS AMENDMENT SHALL BE MADE, EXCEPT BY A WRITTEN AGREEMENT SIGNED BY BORROWERS, THE ADMINISTRATIVE AGENT AND THE REQUIRED LENDERS.**

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

**7.13 Additional Documents.** The Borrowers, 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 Amendment

**[Signature Pages Follow]**



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

**BORROWERS:**

**LASER SPINE INSTITUTE, LLC**

By: Roger C. Cary  
Name: Roger C. Cary  
Title: President and Chief Executive Officer

**LSI MANAGEMENT COMPANY, LLC**

By: Roger C. Cary  
Name: Roger C. Cary  
Title: President and Chief Executive Officer

**LASER SPINE INSTITUTE CONSULTING, LLC**

By: Roger C. Cary  
Name: Roger C. Cary  
Title: President and Chief Executive Officer

**MEDICAL CARE MANAGEMENT SERVICES, LLC**

By: Roger C. Cary  
Name: Roger C. Cary  
Title: President and Chief Executive Officer

**ADMINISTRATIVE AGENT:**

**TEXAS CAPITAL BANK, NATIONAL ASSOCIATION**

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

Name: Bruce Shilcutt

Title: Executive Vice President

**LENDERS:**

**TEXAS CAPITAL BANK, NATIONAL ASSOCIATION**

By: 

Name: Bruce Shilcutt

Title: Executive Vice President

**HEALTHCARE FINANCIAL SOLUTIONS, LLC**

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

Name: Thomas Costello

Title: Duly Authorized Signatory

COMPASS BANK D/B/A BBVA COMPASS

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



Name:

Albert M WATSON

Title:

SVP

**BMO HARRIS BANK N.A.**

By: Pam Wicker

Name: Pam Wicker

Title: Director

REGIONS BANK

By:

*Margaret Renou*


Name:

*Margaret Renou*

Title:

*SVP*

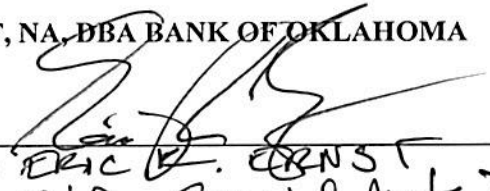
**VALLEY NATIONAL BANK**

By:   
Name: RONALD L. CIGANEK  
Title: SENIOR VICE PRESIDENT



**BOKF, NA, DBA BANK OF OKLAHOMA**

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

Name:  ERIC D. ERNST

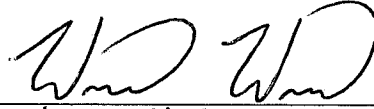
Title: SVP, Special Assets Dept. - BOKF

**CAPSTAR BANK**

By: Mark A. Matt  
Name: Mark A. Mattson  
Title: Executive Vice President.

CITY BANK

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



Name:

Wilson Wicks

Title:

SVP

**TEXAS SECURITY BANK**

By: 

Name: *Ben Parkey*

Title: *Dallas Market President*

**GUARANTORS' CONSENT AND AGREEMENT  
TO  
FOURTH AMENDMENT TO CREDIT AGREEMENT**

As an inducement to Administrative Agent and Lenders to execute, and in consideration of Administrative Agent's and Lenders' execution of this Amendment, each of the undersigned hereby consents to this Amendment and agrees that this Amendment shall in no way release, diminish, impair, reduce or otherwise adversely affect the obligations and liabilities of the undersigned under the Guaranty executed by the undersigned in connection with the Credit Agreement, or under any Loan Documents, agreements, documents, or instruments executed by the undersigned to create liens, security interests or charges to secure any of the Obligations, all of which are in full force and effect. Each of the undersigned further represents and warrants to Administrative Agent and the Lenders that (a) [reserved], (b) the undersigned is in full compliance with all covenants and agreements (other than those covenants and agreements that are addressed by the Specified Defaults) contained in each Loan Document to which it is a party, and (c) no Default or Event of Default (other than the Specified Defaults) has occurred and is continuing. Each Guarantor hereby releases Administrative Agent and Lenders from any liability or actions or omissions in connection with the Loan Documents prior to the date of this Amendment. This Consent and Agreement shall be binding upon the undersigned, and its legal representatives and permitted assigns, and shall inure to the benefit of the Administrative Agent, the Lenders, and their respective successors and assigns.

**[Signature Pages Follow]**

**GUARANTORS:**

LSI HOLDCO LLC, a Delaware limited liability company

By: Roger C. Cary  
Name: Roger C. Cary  
Title: President and Chief Executive Officer

LASER SPINE SURGICAL CENTER, LLC, a Florida limited liability company

By: Roger C. Cary  
Name: Roger C. Cary  
Title: President and Chief Executive Officer

LASER SPINE SURGERY CENTER OF ARIZONA, LLC, an Arizona limited liability company

By: Roger C. Cary  
Name: Roger C. Cary  
Title: President and Chief Executive Officer

LASER SPINE SURGERY CENTER OF PENNSYLVANIA, LLC, a Pennsylvania limited liability company

By: Roger C. Cary  
Name: Roger C. Cary  
Title: President and Chief Executive Officer

LASER SPINE SURGERY CENTER OF OKLAHOMA, LLC, an Oklahoma limited liability company

By: Roger C. Cary  
Name: Roger C. Cary  
Title: President and Chief Executive Officer

TOTAL SPINE CARE, LLC (f/k/a LSI Flexible Schedule, LLC f/k/a Laser Spine Surgery Center of Tampa, LLC), a Florida limited liability company

By: Roger C. Cary  
Name: Roger C. Cary  
Title: President and Chief Executive Officer

LASER SPINE SURGERY CENTER OF CLEVELAND, LLC, an Ohio limited liability company

By: Roger C. Cary  
Name: Roger C. Cary  
Title: President and Chief Executive Officer

LASER SPINE SURGERY CENTER OF CINCINNATI, LLC, an Ohio limited liability company

By: Roger C. Cary  
Name: Roger C. Cary  
Title: President and Chief Executive Officer

LASER SPINE SURGERY CENTER OF ST. LOUIS, LLC, a Missouri limited liability company

By: Roger C. Cary  
Name: Roger C. Cary  
Title: President and Chief Executive Officer

LASER SPINE SURGERY CENTER OF WARWICK, LLC, a Rhode Island limited liability company

By: Roger C. Cary  
Name: Roger C. Cary  
Title: President and Chief Executive Officer

CLM AVIATION, LLC, a Florida limited liability company

By: Roger C. Cary  
Name: Roger C. Cary  
Title: President and Chief Executive Officer

AMBULATORY ANESTHESIA RESOURCE GROUP,  
LLC, a Florida limited liability company

By: Roger C. Cary  
Name: Roger C. Cary  
Title: President and Chief Executive Officer

SPINE DME SOLUTIONS, LLC, a Florida limited  
liability company

By: Roger C. Cary  
Name: Roger C. Cary  
Title: President and Chief Executive Officer



# **EXHIBIT 7**

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS

CT Lien Solutions  
Representation of filing

This filing is Completed  
File Number : 201504299491  
File Date : 02-Jul-2015

A. NAME & PHONE OF CONTACT AT FILER (optional) Phone: (214) 964-9457 Fax: (214) 964-9501	
B. E-MAIL CONTACT AT FILER (optional) steven.patterson@hklaw.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 518904 - HOLLAND &	
Holland & Knight LLP 200 Crescent Court Suite 1600 Dallas, TX 75201	48727014 FLFL

File with: Department of State, FL

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here  and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME CLM Aviation, LLC			
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX
1c. MAILING ADDRESS 3031 N. ROCKY POINT DRIVE WEST, SUITE 300		CITY TAMPA	STATE   POSTAL CODE   COUNTRY FL   33607   USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here  and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME			
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX
2c. MAILING ADDRESS		CITY	STATE   POSTAL CODE   COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME Texas Capital Bank, National Association, as Administrative Agent			
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX
3c. MAILING ADDRESS 2000 MCKINNEY AVENUE, SUITE 700		CITY DALLAS	STATE   POSTAL CODE   COUNTRY TX   75201   USA

4. COLLATERAL: This financing statement covers the following collateral:  
ALL ASSETS OF THE DEBTOR, WHETHER NOW OWNED OR HEREAFTER ACQUIRED, INCLUDING ALL PRODUCTS AND PROCEEDS THEREOF.

All documentary stamps due and payable or to become due and payable pursuant to s. 201.22.F.S. have been paid

Florida documentary stamp tax is not required

5. Check only if applicable and check only one box: Collateral is  held in a Trust (see UCC1Ad, item 17 and Instructions)  being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

Public-Finance Transaction  Manufactured-Home Transaction  A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:

Agricultural Lien  Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable):  Lessee/Lessor  Consignee/Consignor  Seller/Buyer  Bailee/Ballor  Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:

48727014 136392.00012

# **EXHIBIT 8**

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS

CT Lien Solutions  
Representation of filing

This filing is Completed  
File Number : 201504299505  
File Date : 02-Jul-2015

A. NAME & PHONE OF CONTACT AT FILER (optional) Phone: (214) 964-9457 Fax: (214) 964-9501	
B. E-MAIL CONTACT AT FILER (optional) steven.patterson@hklaw.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 518904 - HOLLAND &	
Holland & Knight LLP 200 Crescent Court Suite 1600 Dallas, TX 75201	48727016  FLFL

File with: Department of State, FL

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here  and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME Laser Spine Institute, LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 3001 N. ROCKY POINT DRIVE EAST, SUITE 380		CITY TAMPA	STATE FL	POSTAL CODE 33607
				COUNTRY USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here  and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
				COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME Texas Capital Bank, National Association, as Administrative Agent				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 2000 MCKINNEY AVENUE, SUITE 700		CITY DALLAS	STATE TX	POSTAL CODE 75201
				COUNTRY USA

4. COLLATERAL: This financing statement covers the following collateral:

ALL ASSETS OF THE DEBTOR, WHETHER NOW OWNED OR HEREAFTER ACQUIRED, INCLUDING ALL PRODUCTS AND PROCEEDS THEREOF.

All documentary stamps due and payable  
or to become due and payable pursuant to s. 201.22,F.S. have been paid

Florida documentary stamp tax is not required

5. Check only if applicable and check only one box: Collateral is  held in a Trust (see UCC1Ad, item 17 and Instructions)  being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

Public-Finance Transaction  Manufactured-Home Transaction  A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:

Agricultural Lien  Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable):  Lessee/Lessor  Consignee/Consignor  Seller/Buyer  Bailee/Bailor  Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:

48727016 136392.00012

# **EXHIBIT 9**

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS

CT Lien Solutions  
Representation of filing

This filing is Completed  
File Number : 20152864964  
File Date : 02-Jul-2015

A. NAME & PHONE OF CONTACT AT FILER (optional) Phone: (214) 964-9457 Fax: (214) 964-9501	
B. E-MAIL CONTACT AT FILER (optional) steven.patterson@hklaw.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 518904 - HOLLAND &	
Holland & Knight LLP 200 Crescent Court Suite 1600 Dallas, TX 75201	48727015  DEDE

File with: Secretary of State, DE

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here  and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME Laser Spine Institute Consulting LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 3031 N. ROCKY POINT DRIVE WEST, SUITE 300		CITY TAMPA	STATE FL	POSTAL CODE 33607
				COUNTRY USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here  and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
				COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME Texas Capital Bank, National Association, as Administrative Agent				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 2000 MCKINNEY AVENUE, SUITE 700		CITY DALLAS	STATE TX	POSTAL CODE 75201
				COUNTRY USA

4. COLLATERAL: This financing statement covers the following collateral:  
ALL ASSETS OF THE DEBTOR, WHETHER NOW OWNED OR HEREAFTER ACQUIRED, INCLUDING ALL PRODUCTS AND PROCEEDS THEREOF.

5. Check only if applicable and check only one box: Collateral is  held in a Trust (see UCC1Ad, item 17 and Instructions)  being administered by a Decedent's Personal Representative

6a. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility	6b. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing
--	--

7. ALTERNATIVE DESIGNATION (if applicable):  Lessee/Lessor  Consignee/Consignor  Seller/Buyer  Bailee/Bailor  Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:  
48727015 136392.00012

# **EXHIBIT 10**

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS

CT Lien Solutions  
Representation of filing

This filing is Completed  
File Number : 2015-002-2653-3  
File Date : 02-Jul-2015

A. NAME & PHONE OF CONTACT AT FILER (optional) Phone: (214) 964-9457 Fax: (214) 964-9501	
B. E-MAIL CONTACT AT FILER (optional) steven.patterson@hklaw.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 518904 - HOLLAND &	
Holland & Knight LLP 200 Crescent Court Suite 1600 Dallas, TX 75201	48727017 AZAZ
File with: Secretary of State, AZ	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here  and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME Laser Spine Surgery Center of Arizona, LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 8888 E. RAIN TREE DRIVE, SUITE 165 & 170		CITY SCOTTSDALE	STATE AZ	POSTAL CODE 85260
COUNTRY USA				

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here  and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
				COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME Texas Capital Bank, National Association, as Administrative Agent				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 2000 MCKINNEY AVENUE, SUITE 700		CITY DALLAS	STATE TX	POSTAL CODE 75201
COUNTRY USA				

4. COLLATERAL: This financing statement covers the following collateral:  
ALL ASSETS OF THE DEBTOR, WHETHER NOW OWNED OR HEREAFTER ACQUIRED, INCLUDING ALL PRODUCTS AND PROCEEDS THEREOF.

5. Check only if applicable and check only one box: Collateral is  held in a Trust (see UCC1Ad, item 17 and instructions)  being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:  
 Public-Finance Transaction  Manufactured-Home Transaction  A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:  
 Agricultural Lien  Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable):  Lessee/Lessor  Consignee/Consignor  Seller/Buyer  Bailee/Bailor  Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:  
48727017 136392.00012



# **EXHIBIT 11**

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS

CT Lien Solutions  
Representation of filing

This filing is Completed  
File Number : OH00187092522  
File Date : 02-Jul-2015

A. NAME & PHONE OF CONTACT AT FILER (optional) Phone: (214) 964-9457 Fax: (214) 964-9501	
B. E-MAIL CONTACT AT FILER (optional) steven.patterson@hklaw.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 518904 - HOLLAND &	
Holland & Knight LLP 200 Crescent Court Suite 1600 Dallas, TX 75201	48727018  OHOH
File with: Secretary of State, OH	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here  and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME Laser Spine Surgery Center of Cincinnati, LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 644 EDEN PARK DRIVE		CITY CINCINNATI	STATE OH	POSTAL CODE 45202
				COUNTRY USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here  and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
				COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME Texas Capital Bank, National Association, as Administrative Agent				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 2000 MCKINNEY AVENUE, SUITE 700		CITY DALLAS	STATE TX	POSTAL CODE 75201
				COUNTRY USA

4. COLLATERAL: This financing statement covers the following collateral:  
ALL ASSETS OF THE DEBTOR, WHETHER NOW OWNED OR HEREAFTER ACQUIRED, INCLUDING ALL PRODUCTS AND PROCEEDS THEREOF.

5. Check only if applicable and check only one box: Collateral is  held in a Trust (see UCC1Ad, Item 17 and Instructions)  being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:  
 Public-Finance Transaction  Manufactured-Home Transaction  A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:  
 Agricultural Lien  Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable):  Lessee/Lessor  Consignee/Consignor  Seller/Buyer  Bailee/Bailor  Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:  
48727018 136392.00012

# **EXHIBIT 12**



**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS

CT Lien Solutions  
Representation of filing

This filing is Completed  
File Number : OH00187092633  
File Date : 02-Jul-2015

A. NAME & PHONE OF CONTACT AT FILER (optional) Phone: (214) 964-9457 Fax: (214) 964-9501	
B. E-MAIL CONTACT AT FILER (optional) steven.patterson@hklaw.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 518904 - HOLLAND &	
Holland & Knight LLP 200 Crescent Court Suite 1600 Dallas, TX 75201	48727019 OH OH
File with: Secretary of State, OH	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here  and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME Laser Spine Surgery Center of Cleveland, LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 300 ALLEN BRADLEY DRIVE		CITY MAYFIELD HEIGHTS	STATE OH	POSTAL CODE 44124
			COUNTRY USA	

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here  and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
			COUNTRY	

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME Texas Capital Bank, National Association, as Administrative Agent				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 2000 MCKINNEY AVENUE, SUITE 700		CITY DALLAS	STATE TX	POSTAL CODE 75201
			COUNTRY USA	

4. COLLATERAL: This financing statement covers the following collateral:  
ALL ASSETS OF THE DEBTOR, WHETHER NOW OWNED OR HEREAFTER ACQUIRED, INCLUDING ALL PRODUCTS AND PROCEEDS THEREOF.

5. Check only if applicable and check only one box: Collateral is  held in a Trust (see UCC1Ad, Item 17 and Instructions)  being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:  
 Public-Finance Transaction  Manufactured-Home Transaction  A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:  
 Agricultural Lien  Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable):  Lessee/Lessor  Consignee/Consignor  Seller/Buyer  Bailee/Bailor  Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:  
48727019 136392.00012

# **EXHIBIT 13**

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

CT Lien Solutions  
Representation of filing

This filing is Completed  
File Number : 20150702020676060  
File Date : 02-Jul-2015

A. NAME & PHONE OF CONTACT AT FILER [optional] Phone: (214) 964-9457 Fax: (214) 964-9501	
B. SEND ACKNOWLEDGMENT TO: (Name and Address) 518904 - HOLLAND & KNIGHT LLP	
Holland & Knight LLP 200 Crescent Court Suite 1600 Dallas, TX 75201	48726978  OKOK
File with: Oklahoma, OK	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME Laser Spine Surgery Center of Oklahoma, LLC						
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS 4727 GAILLARDIA PARKWAY, SUITE 140		CITY OKLAHOMA CITY		STATE OK	POSTAL CODE 73142	COUNTRY USA
1d. <u>SEE INSTRUCTIONS</u>	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION LLC	1f. JURISDICTION OF ORGANIZATION OK	1g. ORGANIZATIONAL ID #, if any 3512307834 <input type="checkbox"/> NONE		

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME						
OR	2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
2c. MAILING ADDRESS		CITY		STATE	POSTAL CODE	COUNTRY
2d. <u>SEE INSTRUCTIONS</u>	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE		

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - Insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME Texas Capital Bank, National Association, as Administrative Agent						
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS 2000 MCKINNEY AVENUE, SUITE 700		CITY DALLAS		STATE TX	POSTAL CODE 75201	COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

ALL ASSETS OF THE DEBTOR, WHETHER NOW OWNED OR HEREAFTER ACQUIRED, INCLUDING ALL PRODUCTS AND PROCEEDS THEREOF.

5. ALTERNATIVE DESIGNATION [if applicable]:	<input type="checkbox"/> LESSEE/LESSOR	<input type="checkbox"/> CONSIGNEE/CONSIGNOR	<input type="checkbox"/> BAILEE/BAILOR	<input type="checkbox"/> SELLER/BUYER	<input type="checkbox"/> AG. LIEN	<input type="checkbox"/> NON-UCC FILING
6. <input type="checkbox"/> This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum	<input type="checkbox"/> [if applicable]	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional]	<input type="checkbox"/> All Debtors	<input type="checkbox"/> Debtor 1	<input type="checkbox"/> Debtor 2	

8. OPTIONAL FILER REFERENCE DATA  
48726978 136392.00012

# **EXHIBIT 14**

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS

CT Lien Solutions  
Representation of filing

This filing is Completed  
File Number : 2015070203906  
File Date : 02-Jul-2015

A. NAME & PHONE OF CONTACT AT FILER (optional) Phone: (214) 964-9457 Fax: (214) 964-9501	
B. E-MAIL CONTACT AT FILER (optional) steven.patterson@hkllaw.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 518904 - HOLLAND &	
Holland & Knight LLP 200 Crescent Court Suite 1600 Dallas, TX 75201	48726979  PENN
File with: Secretary of Commonwealth, PA	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here  and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME Laser Spine Surgery Center of Pennsylvania, LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 676 AND 656 SWEDESFORD ROAD		CITY WAYNE	STATE PA	POSTAL CODE 19087
COUNTRY USA				

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here  and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
				COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME Texas Capital Bank, National Association, as Administrative Agent				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 2000 MCKINNEY AVENUE, SUITE 700		CITY DALLAS	STATE TX	POSTAL CODE 75201
COUNTRY USA				

4. COLLATERAL: This financing statement covers the following collateral:  
ALL ASSETS OF THE DEBTOR, WHETHER NOW OWNED OR HEREAFTER ACQUIRED, INCLUDING ALL PRODUCTS AND PROCEEDS THEREOF.

5. Check only if applicable and check only one box: Collateral is  held in a Trust (see UCC1Ad, item 17 and instructions)  being administered by a Decedent's Personal Representative

6a. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility	6b. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing
--	--

7. ALTERNATIVE DESIGNATION (if applicable):  Lessee/Lessor  Consignee/Consignor  Seller/Buyer  Bailee/Bailor  Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:  
48726979 136392.00012



# **EXHIBIT 15**

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS

CT Lien Solutions  
Representation of filing

This filing is Completed  
File Number : 1507025656548  
File Date : 02-Jul-2015

A. NAME & PHONE OF CONTACT AT FILER (optional) Phone: (214) 964-9457 Fax: (214) 964-9501	
B. E-MAIL CONTACT AT FILER (optional) steven.patterson@hklaw.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 518904 - HOLLAND &	
Holland & Knight LLP 200 Crescent Court Suite 1600 Dallas, TX 75201	48726980  MOMO
File with: Secretary of State, MO	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here  and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME Laser Spine Surgery Center of St. Louis, LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 450 N. NEW BALLAS ROAD		CITY CREVE COEUR	STATE MO	POSTAL CODE 63141
				COUNTRY USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here  and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
				COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME Texas Capital Bank, National Association, as Administrative Agent				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 2000 MCKINNEY AVENUE, SUITE 700		CITY DALLAS	STATE TX	POSTAL CODE 75201
				COUNTRY USA

4. COLLATERAL: This financing statement covers the following collateral:  
ALL ASSETS OF THE DEBTOR, WHETHER NOW OWNED OR HEREAFTER ACQUIRED, INCLUDING ALL PRODUCTS AND PROCEEDS THEREOF.

5. Check only if applicable and check only one box: Collateral is  held in a Trust (see UCC1Ad, item 17 and Instructions)  being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:  
 Public-Finance Transaction  Manufactured-Home Transaction  A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:  
 Agricultural Lien  Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable):  Lessee/Lessor  Consignee/Consignor  Seller/Buyer  Bailee/Bailor  Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:  
48726980 136392.00012

Prepared by CT Lien Solutions, P.O. Box 28071,  
Glendale, CA 91209-9071 Tel: (800) 331-3282

# **EXHIBIT 16**

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS

CT Lien Solutions  
Representation of filing

This filing is Completed  
File Number : 201504299513  
File Date : 02-Jul-2015

A. NAME & PHONE OF CONTACT AT FILER (optional) Phone: (214) 964-9457 Fax: (214) 964-9501	
B. E-MAIL CONTACT AT FILER (optional) steven.patterson@hklaw.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 518904 - HOLLAND &	
Holland & Knight LLP 200 Crescent Court Suite 1600 Dallas, TX 75201	48726981  FLFL

File with: Department of State, FL

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here  and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME Laser Spine Surgery Center of Tampa, LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS				
3031 N. ROCKY POINT DRIVE WEST, SUITE 300		TAMPA	FL 33607	USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here  and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS				

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME Texas Capital Bank, National Association, as Administrative Agent				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS				
2000 MCKINNEY AVENUE, SUITE 700		DALLAS	TX 75201	USA

4. COLLATERAL: This financing statement covers the following collateral:  
ALL ASSETS OF THE DEBTOR, WHETHER NOW OWNED OR HEREAFTER ACQUIRED, INCLUDING ALL PRODUCTS AND PROCEEDS THEREOF.

All documentary stamps due and payable  
or to become due and payable pursuant to s. 201.22, F.S. have been paid

Florida documentary stamp tax is not required

5. Check only if applicable and check only one box: Collateral is  held in a Trust (see UCC1Ad, item 17 and Instructions)  being administered by a Decedent's Personal Representative

6a. Check <u>only</u> if applicable and check <u>only</u> one box:	6b. Check <u>only</u> if applicable and check <u>only</u> one box:
<input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor Is a Transmitting Utility	<input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable):  Lessee/Lessor  Consignee/Consignor  Seller/Buyer  Bailee/Bailor  Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:  
48726981 136392.00012

# **EXHIBIT 17**

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS

CT Lien Solutions  
Representation of filing

This filing is Completed  
File Number : 201515283690  
File Date : 02-Jul-2015

A. NAME & PHONE OF CONTACT AT FILER (optional) Phone: (214) 964-9457 Fax: (214) 964-9501	
B. E-MAIL CONTACT AT FILER (optional) steven.patterson@hklaw.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 518904 - HOLLAND &	
Holland & Knight LLP 200 Crescent Court Suite 1600 Dallas, TX 75201	48726982  RIRI

File with: Secretary of State, RI

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here  and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME Laser Spine Surgery Center of Warwick, LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 3031 N. ROCKY POINT DRIVE WEST, SUITE 300		CITY TAMPA	STATE FL	POSTAL CODE 33607
				COUNTRY USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here  and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
				COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME Texas Capital Bank, National Association, as Administrative Agent				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 2000 MCKINNEY AVENUE, SUITE 700		CITY DALLAS	STATE TX	POSTAL CODE 75201
				COUNTRY USA

4. COLLATERAL: This financing statement covers the following collateral:  
ALL ASSETS OF THE DEBTOR, WHETHER NOW OWNED OR HEREAFTER ACQUIRED, INCLUDING ALL PRODUCTS AND PROCEEDS THEREOF.

5. Check only if applicable and check only one box: Collateral is  held in a Trust (see UCC1Ad, item 17 and Instructions)  being administered by a Decedent's Personal Representative

6a. Check <u>only</u> if applicable and check <u>only one</u> box: <input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility	6b. Check <u>only</u> if applicable and check <u>only one</u> box: <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing
--	--

7. ALTERNATIVE DESIGNATION (if applicable):  Lessee/Lessor  Consignee/Consignor  Seller/Buyer  Bailee/Ballor  Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:  
48726982 136392.00012

# **EXHIBIT 18**

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS

CT Lien Solutions  
Representation of filing

This filing is Completed  
File Number : 201504299556  
File Date : 02-Jul-2015

A. NAME & PHONE OF CONTACT AT FILER (optional) Phone: (214) 964-9457 Fax: (214) 964-9501	
B. E-MAIL CONTACT AT FILER (optional) steven.patterson@hklaw.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 518904 - HOLLAND &	
Holland & Knight LLP 200 Crescent Court Suite 1600 Dallas, TX 75201	48726983 FLFL
File with: Department of State, FL	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here  and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME Laser Spine Surgical Center, LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 3001 N. ROCKY POINT DRIVE EAST, SUITE 380		CITY TAMPA	STATE FL	POSTAL CODE 33607
COUNTRY USA				

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here  and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
				COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME Texas Capital Bank, National Association, as Administrative Agent				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 2000 MCKINNEY AVENUE, SUITE 700		CITY DALLAS	STATE TX	POSTAL CODE 75201
COUNTRY USA				

4. COLLATERAL: This financing statement covers the following collateral:  
ALL ASSETS OF THE DEBTOR, WHETHER NOW OWNED OR HEREAFTER ACQUIRED, INCLUDING ALL PRODUCTS AND PROCEEDS THEREOF.

All documentary stamps due and payable  
or to become due and payable pursuant to s. 201.22.F.S. have been paid

Florida documentary stamp tax is not required

5. Check only if applicable and check only one box: Collateral is  held in a Trust (see UCC1Ad, item 17 and Instructions)  being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

Public-Finance Transaction  Manufactured-Home Transaction  A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:

Agricultural Lien  Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable):  Lessee/Lessor  Consignee/Consignor  Seller/Buyer  Bailee/Bailor  Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:

48726983 136392.00012



# **EXHIBIT 19**

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS

CT Lien Solutions  
Representation of filing

This filing is Completed  
File Number : 20152864972  
File Date : 02-Jul-2015

A. NAME & PHONE OF CONTACT AT FILER (optional) Phone: (214) 964-9457 Fax: (214) 964-9501	
B. E-MAIL CONTACT AT FILER (optional) steven.patterson@hklaw.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 518904 - HOLLAND &	
Holland & Knight LLP 200 Crescent Court Suite 1600 Dallas, TX 75201	48726984  DEDE
File with: Secretary of State, DE	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here  and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME LSI Holdco LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 3031 N. ROCKY POINT DRIVE WEST, SUITE 300		CITY TAMPA	STATE FL	POSTAL CODE 33607
				COUNTRY USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here  and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
				COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME Texas Capital Bank, National Association, as Administrative Agent				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 2000 MCKINNEY AVENUE, SUITE 700		CITY DALLAS	STATE TX	POSTAL CODE 75201
				COUNTRY USA

4. COLLATERAL: This financing statement covers the following collateral:  
ALL ASSETS OF THE DEBTOR, WHETHER NOW OWNED OR HEREAFTER ACQUIRED, INCLUDING ALL PRODUCTS AND PROCEEDS THEREOF.

5. Check only if applicable and check only one box: Collateral is  held in a Trust (see UCC1Ad, item 17 and Instructions)  being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

Public-Finance Transaction  Manufactured-Home Transaction  A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:

Agricultural Lien  Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable):  Lessee/Lessor  Consignee/Consignor  Seller/Buyer  Bailee/Bailor  Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:

48726984 136392.00012

# **EXHIBIT 20**

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS

CT Lien Solutions  
Representation of filing

This filing is Completed  
File Number : 201504299564  
File Date : 02-Jul-2015

A. NAME & PHONE OF CONTACT AT FILER (optional) Phone: (214) 964-9457 Fax: (214) 964-9501	
B. E-MAIL CONTACT AT FILER (optional) steven.patterson@hklaw.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 518904 - HOLLAND &	
Holland & Knight LLP 200 Crescent Court Suite 1600 Dallas, TX 75201	48726985 FLFL
File with: Department of State, FL	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here  and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME LSI Management Company, LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 3031 N. ROCKY POINT DRIVE WEST, SUITE 300		CITY TAMPA	STATE FL	POSTAL CODE 33607
				COUNTRY USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here  and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
				COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME Texas Capital Bank, National Association, as Administrative Agent				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 2000 MCKINNEY AVENUE, SUITE 700		CITY DALLAS	STATE TX	POSTAL CODE 75201
				COUNTRY USA

4. COLLATERAL: This financing statement covers the following collateral:  
ALL ASSETS OF THE DEBTOR, WHETHER NOW OWNED OR HEREAFTER ACQUIRED, INCLUDING ALL PRODUCTS AND PROCEEDS THEREOF.

All documentary stamps due and payable  
or to become due and payable pursuant to s. 201.22,F.S. have been paid

Florida documentary stamp tax is not required

5. Check only if applicable and check only one box: Collateral is  held in a Trust (see UCC1Ad, item 17 and Instructions)  being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:  
 Public-Finance Transaction  Manufactured-Home Transaction  A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:  
 Agricultural Lien  Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable):  Lessee/Lessor  Consignee/Consignor  Seller/Buyer  Bailee/Bailor  Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:  
48726985 136392.00012

# **EXHIBIT 21**

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS

CT Lien Solutions  
Representation of filing

This filing is Completed  
File Number : 20152864956  
File Date : 02-Jul-2015

A. NAME & PHONE OF CONTACT AT FILER (optional) Phone: (214) 964-9457 Fax: (214) 964-9501	
B. E-MAIL CONTACT AT FILER (optional) steven.patterson@hklaw.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 518904 - HOLLAND &	
Holland & Knight LLP 200 Crescent Court Suite 1600 Dallas, TX 75201	48726986  DEDE
File with: Secretary of State, DE	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here  and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME Medical Care Management Services, LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 3031 N. ROCKY POINT DRIVE WEST, SUITE 300		CITY TAMPA	STATE FL	POSTAL CODE 33607
				COUNTRY USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here  and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
				COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME Texas Capital Bank, National Association, as Administrative Agent				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 2000 MCKINNEY AVENUE, SUITE 700		CITY DALLAS	STATE TX	POSTAL CODE 75201
				COUNTRY USA

4. COLLATERAL: This financing statement covers the following collateral:  
ALL ASSETS OF THE DEBTOR, WHETHER NOW OWNED OR HEREAFTER ACQUIRED, INCLUDING ALL PRODUCTS AND PROCEEDS THEREOF.

5. Check only if applicable and check only one box: Collateral is  held in a Trust (see UCC1Ad, item 17 and Instructions)  being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:  
 Public-Finance Transaction  Manufactured-Home Transaction  A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:  
 Agricultural Lien  Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable):  Lessee/Lessor  Consignee/Consignor  Seller/Buyer  Bailee/Bailor  Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:  
48726986 136392.00012

Attachment A-2

**Breakdown of Agent's Proof of Claim**

	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
Revolving Loan	\$15,000,000.00	\$1,213,172.18	\$16,213,172.18
Term Loan	\$129,500,000.00	\$9,270,921.77	\$138,770,921.77
Total Proof of Claim			\$154,984,093.95

\* All amounts are calculated as of date on which the Assignment Cases were commenced.