

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

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,

Consolidated Case No:  
Case No: 2019-CA-2762

To:

Soneet Kapila,

Division: L

Assignee.

**NOTICE OF FILING PROOF OF CLAIM OF  
HORNE MANAGEMENT, INC. AND WILLIAM E. HORNE**

**PLEASE TAKE NOTICE** that HORNE MANAGEMENT, INC. AND WILLIAM E. HORNE, by and through undersigned counsel, and pursuant to §727.112, Florida Statutes, hereby files (with supporting documents) and gives notice of its Proof of Claim against Assignor, LSI HoldCo, LLC (Case No. 2019-CA-2765), by delivering the Proof of Claim, attached hereto as

Exhibit A, upon the Assignee, Soneet Kapila and Edward J. Peterson, Esquire of Stichter, Riedel, Blain & Postler, P.A.

**DATED** this 10<sup>th</sup> day of June, 2019.

/s/ Patrick M. Mosley  
Patrick M. Mosley  
Florida Bar No. 0033735  
Hill, Ward & Henderson, PA  
101 E. Kennedy Blvd., Suite 3700  
Tampa, Florida 33602  
Telephone: (813) 221-3900  
Facsimile: (813) 221-2900  
[patrick.mosley@hwhlaw.com](mailto:patrick.mosley@hwhlaw.com)  
[tricia.elam@hwhlaw.com](mailto:tricia.elam@hwhlaw.com)  
*Counsel for Horne Management, Inc.  
and William E. Horne*

**CERTIFICATE OF SERVICE**

**I HEREBY CERTIFY** that a true and correct copy of the foregoing has been provided by electronic notification via Florida Courts E-Filing Portal and/or by Federal Express, overnight delivery, to the following:

Soneet Kapila , Assignee  
1000 South Federal Highway, Suite 200  
Fort Lauderdale, FL 33316

Edward J. Peterson, Esquire  
Stichter, Riedel, Blain & Postler, P.A  
110 E. Madison Street, Suite 200  
Tampa, FL 33602

/s/ Patrick M. Mosley  
Patrick M. Mosley

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

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,

Consolidated Case No:  
Case No: 2019-CA-2762

To:

Soneet Kapila,

Division: L

Assignee.

---

**EXHIBIT A**

**TO**

**NOTICE OF FILING PROOF OF CLAIM OF**  
**HORNE MANAGEMENT, INC.**  
**AND WILLIAM E. HORNE**

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,	Consolidated Case No.
To:	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:  
LSI HoldCo, LLC - Case No. 2019-CA-2765  
(IF YOU HAVE A CLAIM AGAINST MORE THAN ONE ASSIGNOR, YOU MUST FILE A SEPARATE CLAIM AGAINST EACH ASSIGNOR).
2. CREDITOR NAME (Your name): Horne Management, Inc. and William E. Horne  
ADDRESS: c/o Patrick M. Mosley, Hill Ward Henderson  
ADDRESS: 101 E. Kennedy Blvd., Suite 3700  
CITY, STATE, ZIP: Tampa, FL 33602  
TELEPHONE NUMBER: (813) 222-8507  
E-MAIL ADDRESS: patrick.mosley@hwhlaw.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: Contract
4. DATE DEBT WAS INCURRED: June 6, 2018
5. AMOUNT OF CLAIM: \$1,125,000.000
6. Does Claim amend, replace, or supplement a prior claim? If so, please state the date and amount of the prior claim(s): No
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.  
NOTE: Copies of supporting documents are attached hereto as Exhibit 1 and Exhibit 2.
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: 7-10-19

BY:

Signature of Claimant or Representative

Patrick M. Mosley, Attorney-in-fact

Print Name and Title Here

For Assignee's Use Only:

Claim Number: \_\_\_\_\_

Date: \_\_\_\_\_

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

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,

Consolidated Case No:  
Case No: 2019-CA-2762

To:

Soneet Kapila,

Division: L

Assignee.

---

**EXHIBIT 2**

**TO**

**PROOF OF CLAIM OF**  
**HORNE MANAGEMENT, INC.**  
**AND WILLIAM E. HORNE**

LSI HoldCo LLC  
5332 Avion Park Drive  
Tampa, FL 33607

June 6, 2018

Via Email

William Horne  
Horne Management, Inc.  
WH, LLC

Dear Bill:

Reference is made to that certain Director Agreement (the "Agreement"), dated as of November 21, 2016, by and between Horne Management, Inc. ("Director"), LSI HoldCo LLC (the "Company") and William E. Horne ("Horne" and together with Director, "you" or "your"). Capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Agreement.

The parties hereto hereby agree as follows:

- 1) By signing below, effective immediately, you hereby (a) resign as Chairman and a member of the Board of Managers of the Company and from any and all other manager, director, officer and other positions of the Company and its subsidiaries that you hold or may be deemed to hold, (b) irrevocably forfeit and waive your right to appoint a member to the Board of Managers of the Company and (c) agree that, except as set forth in paragraph 2 below, neither the Company nor its subsidiaries owes any obligations or amounts to you.
- 2) Effective immediately, the Agreement is hereby terminated. Notwithstanding such termination, in reliance on paragraph 1 above, the Company hereby agrees that Section 4.1.1 of the Agreement shall continue to survive in accordance with its terms as if the Agreement were still in effect (and therefore the Director's Fixed Fee shall continue to be payable until December 31, 2020). In addition, pursuant to Section 11.4 of the Agreement, the parties hereto hereby acknowledge and agree that Sections 4.4 (as it relates to the Company's pending pain cream investigation), 8 and 9 shall continue to survive such termination as if the Agreement were still in effect.
- 3) Notwithstanding Section 9 of the Agreement (but subject to Section 8 of the Agreement), the Company hereby agrees that you may provide services to, and be employed by, Medovex, Inc. on such terms and conditions as mutually agreed upon by you and Medovex, Inc.

This letter agreement shall be governed by the laws of the State of Florida. Section 10 of the Agreement is hereby incorporated by this reference, *mutatis mutandis*.

Kindly sign below to acknowledge your agreement with the foregoing.

Very truly yours,  


Christopher S. Knopik  
Chief Legal Officer and General Counsel

Agreed to and acknowledged as of the  
date first above written:

By: \_\_\_\_\_  
William Horne, individually and on behalf of each  
of Horne Management, Inc. and WH, LLC



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

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,

Consolidated Case No:  
Case No: 2019-CA-2762

To:

Soneet Kapila,

Division: L

Assignee.

---

**EXHIBIT 1**

**TO**

**PROOF OF CLAIM OF  
HORNE MANAGEMENT, INC.  
AND WILLIAM E. HORNE**

## DIRECTOR AGREEMENT

This Director Agreement ("Agreement") is entered into as of the 21st day of November 2016 (the "Effective Date") between HORNE MANAGEMENT, INC. (the "Director") and LSI HOLDCO LLC, a Delaware limited liability company (the "Company"). Director has designated WILLIAM E. HORNE, an individual ("Horne" or "its designee"), to serve as set forth herein. The Director, Horne, and the Company are collectively referred to as the "Parties".

### WITNESSETH

WHEREAS, the Company wishes to provide Director with certain compensation and benefits in return for its services as Chairman and a member of the Board of Managers of the Company (the "Board"); and

NOW, THEREFORE, in consideration of the mutual promises and covenants made herein, the Parties hereby agree as follows:

### AGREEMENT

#### 1. Recitals Incorporated

. The foregoing recitals are incorporated as if they were set out in the body of this Agreement.

#### 2. Term.

##### 2.1 Initial Term

. This Agreement shall become effective as of the Effective Date and shall continue until December 31, 2020 (the "Initial Term"), subject to earlier termination as provided herein.

##### 2.2 Renewal Term

. Upon conclusion of the Initial Term, this Agreement shall renew for additional periods of one (1) year each (each, a "Renewal Term" and collectively with the Initial Term, the "Term") if the Parties mutually agree to do so in writing.

3. Service on the Board of Managers. Subject to the terms of this Agreement, Director shall serve as a member of the Board, and in such capacity shall have the duties and responsibilities set forth in the Second Amended and Restated Limited Liability Agreement of the Company in effect on the Effective Date (the "LLC Agreement"). In addition, Director shall have the title of "Chairman" on the terms and conditions set forth in the LLC Agreement. Director has designated Horne to serve in these capacities, and Director shall cause Horne (and only Horne) to serve in such capacities during the Term..

#### 4. Compensation and Benefits.

##### 4.1 Compensation.





**DIRECTOR AGREEMENT**Initials: DIRECTOR [Signature] COMPANY [Signature] HORNE [Signature]

4.1.1 Director will be paid an annual director fee of \$500,000.00 ("the Director's Fixed Fee"), payable in twenty-six (26) equal installments of \$19,230.77 each. Such compensation may be increased, but not decreased for the remainder of the Term, by the Board from time to time. Director and/or Horne (as applicable) shall pay, when and as due, any and all taxes incurred as a result of the compensation hereunder, including estimated taxes, and to otherwise comply with all applicable federal, state and local income tax laws and all applicable federal, state and local laws, regulations and codes relating to independent contractors as applicable to the compensation hereunder.

4.1.2 In addition to the foregoing, for so long as the Company's consolidated Leverage Ratio (as defined in the credit agreement to which the Company and/or its subsidiaries is a party, the "Credit Agreement"), or words of similar effect, is 3.00 to 1.00 or less with respect to the last day of a calendar year, the Company will pay to Horne/Director an additional amount equal to 1% of the consolidated EBITDA (as defined in the Credit Agreement) of the Company (the "Director's Incentive Fee") with respect to such year, which amount shall be paid no less than 30 days following the Board's receipt of the final audited consolidated financial statements of the Company in respect of the applicable year. If and to the extent the Company's consolidated Leverage Ratio exceeds 3.00 to 1.00 as of the last day of a calendar quarter, such Director's Incentive Fee shall be prorated based on the number of calendar quarters during the applicable calendar year during which such Leverage Ratio exceeded 3.00 to 1.00 as of the last day of the applicable calendar quarter (e.g., if the Leverage Ratio exceeds 3.00 to 1.00 during three calendar quarters, then the Director's Incentive Fee would be 75% of the consolidated EBITDA with respect to the applicable calendar year). The Director's Incentive Fee will also be paid in the event that: (a) the Company refinances through a different financial institution (in which case the words "Leverage Ratio" shall mean the words of similar effect in the applicable Credit Agreement, but, to the extent the Leverage Ratio is increased or decreased, as the case may be, from 3.00 to 1.00 in such applicable Credit Agreement, then such 3.00 to 1.00 Leverage Ratio shall be so increased or decreased accordingly); or (b) the Credit Agreement is terminated as a result of the Company's indebtedness having been repaid in full. For clarification purposes, the Director's Incentive Fee will not be considered as part of the Company's EBITDA for purposes of this subsection 4.1.2.

4.2 Benefits. As an owner, Chairman and/or member of the Board, Horne is eligible for group health insurance coverage under the Company's group health insurance plan and shall be entitled to such group health insurance benefits throughout the Term of this Agreement on the same terms and conditions that are applicable to the Company's executive employees.

4.3 Authority; Expenses. Unless otherwise determined by the Board in writing after the Effective Date, Director and its designee shall not have any right, power or authority to take any action or incur any expense on behalf of, or bind, the Company or any of its subsidiaries. In no event shall Director or its designee be entitled for any reimbursement of expenses except as approved by the Board or its designee or as otherwise contemplated by the LLC Agreement.

4.4 Indemnification. The Company agrees to defend, indemnify and hold harmless Director and its designee from and against any liability and expenses arising by reason of Director's and/or its designee's duties hereunder including but not limited to acting as a director or officer of the Company or any Company subsidiary or affiliate in accordance with the LLC



**DIRECTOR AGREEMENT**Initials: DIRECTOR WJH COMPANY JBH HORNE WJH**Page 3 of 3**

Agreement. The Company may, but shall not be required to, maintain Directors and Officers liability insurance for Director and for its designee.

4.5 No Other Agreements. Director and its designee represent and warrant to the Company that neither he, it nor any of his/its affiliates is a party to any other agreement or arrangement with the Company or its subsidiaries or any of their respective affiliates, and Director and its designee hereby agree and acknowledge that, except as provided herein (including Exhibit A) and in the LLC Agreement, neither the Company, its subsidiaries nor any of their respective affiliates owes any duty, obligation or amount to Director and its designee or any of his/its affiliates. Horne acknowledges and agrees that Director has been replaced as the manager of Medical Care Management Services, LLC by the Company.

5. Outside Activities.

5.1 Director and its designee may engage in civic and not-for-profit activities so long as such activities do not materially interfere with the performance of his duties hereunder.

5.2 Director and its designee agree not to acquire, assume or participate in, directly or indirectly, any position, investment or interest known by him/it to be adverse or antagonistic to the Company, its business or prospects, financial or otherwise.

5.3 During the Term, except on behalf of the Company, Director and its designee will not directly or indirectly, whether as an officer, director, stockholder, partner, proprietor, associate, representative, consultant, or in any capacity whatsoever engage in, become financially interested in, be employed by or have any business connection with any other person, corporation, firm, partnership or other entity whatsoever which were known by him to compete directly with the Company, throughout the world, in any line of business engaged in (or planned to be engaged in) by the Company; provided, however, that anything above to the contrary notwithstanding, he/it may own, as a passive investor, securities of any competitor corporation, so long as his/its direct holdings in any one such corporation shall not in the aggregate constitute more than 1% of the voting stock of such corporation.

5.4 Director and its designee represent and warrant that the provision of services hereunder will not conflict with and will not be constrained by any prior employment or consulting agreement or relationship. Director and its designee represent and warrant that he/it do not possess confidential information arising out of prior employment which, in his/its best judgment, would be utilized in connection with his/its provision of services to the Company, except in accordance with agreements between his/its former employer and the Company.

5.5 Notwithstanding the foregoing provisions of this Section 5, or any other provision in this Agreement, Company acknowledges that Director and Horne do have, and are permitted to have, other business interests as of the Effective Date. These business interests are listed in the document attached as Exhibit "A." Company agrees that Director and/or Horne may continue to be involved in those business interests and their affiliates so long as his/its involvement with them.

6. Termination.



**DIRECTOR AGREEMENT**Initials: DIRECTOR [Signature] COMPANY [Signature] HORNE [Signature]

Page 4 of 3

**6.1 Termination for Cause.**

6.1.1 At any time during the Term, should any of the following events occur (the "Termination Events"), this Agreement may be terminated for "Cause" by Company. Such termination shall be effective immediately unless a notice period is provided in the description of the termination event as set out herein. At its option, Company may suspend Director or its designee during any such notice period. The Termination Events are:

(a) The death of Director's designee.

(b) The disability of Director's designee for a period of more than sixty (60) days in any calendar year. For purposes of this paragraph, disability is defined as the mental or physical inability of Director's designee to perform the services for which he has been designated by Director to perform under this Agreement. Company may terminate this Agreement on giving Director written notice of its intent to terminate pursuant to this paragraph and the effective date of termination shall be the 11th day of the month following the giving of such notice by Company.


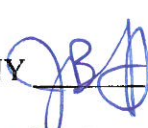
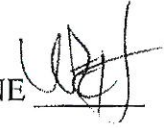
(c) Director's designee's indictment of, plea of no contest to, or conviction of, any felony, any misdemeanor involving moral turpitude, or of any crime involving dishonesty or fraud of any kind; provided that a single plea or conviction for driving under the influence of alcohol shall not trigger Cause for the Company terminate this Agreement, and any indictment for driving under the influence of alcohol shall not trigger Cause for the Company terminate this Agreement.

(d) Director or its designee's persistent and gross unsatisfactory performance of his/its duties under this Agreement, Director or its designee causing intentional damage to any property of the Company, or conduct by Director or its designee which in the good faith and reasonable determination of the Board demonstrates obvious gross unfitness to serve; provided that Cause shall not exist under this subsection unless the Company provides written notice to Director specifying the condition(s) constituting such Cause within 90 days of the initial existence of the condition and, if capable of remediation, such condition is not remedied by Director or its designee within 30 days after such notice.

(e) Director's or its designee's material breach of this Agreement; provided that Cause shall not exist under this subsection unless the Company provides written notice to Director specifying the condition(s) constituting such Cause within 90 days of the initial existence of the condition and, if capable of remediation, such condition is not remedied by Director or its designee within 30 days after such notice.

(f) Company entirely ceases its operations as a medical facility except for winding up its business affairs so as to be in statutory compliance with any Florida or Federal statute with respect to a corporate dissolution.

6.1.2 In the event the Term is terminated by the Company at any time with Cause except for Termination Events (a) and (b), Director will not be entitled to any

**DIRECTOR AGREEMENT**Initials: DIRECTOR  COMPANY  HORNE 

Page 5 of 3

compensation after the Term, pay in lieu of notice or any other such compensation under this Agreement.

6.1.3 In the event that Director's designee dies or is terminated because of being disabled, as set out in (a) and (b) above, Company will pay Director or its designee's estate in the event of death, a sum equal to \$250,000, payable over a period of six months. In the event that Director is terminated on grounds that its designee is disabled as set out in (b) above, Director and its designee will be required to provide a complete release of the Company and its subsidiaries as a condition precedent such payment.

6.2 Voluntary Termination by Director. Director may voluntarily terminate this Agreement prior to the end of the Term upon ninety (90) days' notice, after which no further compensation will be paid to Director under this Agreement, including but not limited to, pay in lieu of notice or any other such compensation.

6.3 Termination of this Agreement shall be subject to any provisions which survive the termination of this Agreement, including, but not limited to, the provisions of Sections 8 and 9 along with any other provision whose survival is necessary to affect the essential purposes of this Agreement.

6.4 Any continuing payments made to Director shall be made on the same dates as described in Sections 4.1.1 and 4.1.2.




7. Omitted.

8. Confidential Information.

8.1 Director and its designee recognize that the services to be performed by him/it hereunder are special, unique, and extraordinary and that, by reason of the provision of services to, the Company, he/it may acquire Confidential Information, or other sensitive information, concerning the operation of the Company, the use or disclosure of which would cause the Company substantial loss and damages which could not be readily calculated and for which no remedy at law would be adequate.

8.2 Director and its designee agree that he/it will not, directly or indirectly at any time, whether during or after the Term, (i) knowingly use for an improper personal benefit any Confidential Information that he/it may learn or has learned by reason of his former employment with, or provision of services to, the Company or (ii) disclose any such Confidential Information to any Person except (a) in the performance of his/its obligations to the Company hereunder, (b) as required by applicable law, (c) in connection with the enforcement of his/its rights under this Agreement, (d) in connection with any disagreement, dispute or litigation (pending or threatened) between Director, its designee and the Company or (e) with the prior written consent of the Board of Managers of the Company. In addition, in no event shall Director or its designee make any disparaging statements regarding the Company or any of its subsidiaries or any of their respective products, services, employees or equityholders or place any of the foregoing in a false or negative light.



**DIRECTOR AGREEMENT**Initials: DIRECTOR  COMPANY  HORNE 

Page 6 of 3

8.3 As used herein, "Confidential Information" includes information with respect to the Company's products, facilities and methods, research and development, trade secrets and other intellectual property, business operations, business methods, business practices, operational protocols, insurance related information, procedure coding, operational systems, patents and patent applications, procedures, manuals, confidential reports, product price lists, customer lists, financial information, business plans, prospects or opportunities; provided, however, that such term, shall not include any information that (a) is or becomes generally known or available other than as a result of a disclosure by Director or its designee or (b) is or becomes known or available to Director or its designee on a non-confidential basis from a source (other than the Company) which, to Director's or its designee's knowledge, is not prohibited from disclosing such information to Director or its designee by a legal, contractual, fiduciary or other obligation to the Company.

8.4 Director and its designee confirm that all Confidential Information is the exclusive property of the Company. All business records, papers and documents kept or made by Director or its designee while formerly employed by, or providing services to, the Company relating to the business of the Company shall be and remain the property of the Company at all times. Upon the request of the Company at any time, Director and its designee shall promptly deliver to the Company, and shall retain no copies of, any written materials, records and documents made by Director or its designee or coming into his/its possession while employed by, or providing services to, the Company concerning the business or affairs of the Company other than personal materials, records and documents (including notes and correspondence) of Director or its designee not containing proprietary information relating to such business or affairs. Notwithstanding the foregoing, Director and its designee shall be permitted to retain copies of, or have access to, all such materials, records and documents relating to any disagreement, dispute or litigation (pending or threatened) between Horne, Director and the Company.

8.5 The Company recognizes that Horne maintains his contacts on the computer system and that the list of contacts will remain the exclusive ownership of Horne.

9. Restrictive Covenant.

9.1 It is acknowledged by the Parties that the business of the Company is very unique and consists primarily of certain specialized and extraordinary medical services that are not commonly provided to the general public. In addition, Director and its designee are being provided knowledge of the Company's trade secrets as defined in Florida Statute §688.002(4), and other valuable confidential business or professional information that otherwise does not qualify as trade secrets.

9.2 To induce Company to into this Agreement, Director and its designee specifically covenant and agree to the terms and conditions set forth in this Section 9 which shall survive any termination or expiration of this Agreement.

9.3 Director and its designee covenant and agree that during the term of this Agreement, and until two (2) years have passed after the termination or expiration of this Agreement for any reason, that Director and its designee will not:



9.3.1 Directly or indirectly, for Director or its designee's own account or for that of another, become involved in any manner whatsoever, including but not limited to, being an employee, an independent contractor, an officer, a director, a manager, an owner, or a membership interest holder, with any business that engage in or provide any Competing Medical Practice Services within a 250 mile radius of any location where Company does business, or any hospital or health care facility at which Company's employees or independent contractors render services on behalf of Company (the "Restrictive Area").

9.3.2 Solicit, cater to or serve or seek to solicit, cater to or serve any referral source, vendor or patient of Company with services which are the same as, or which are substantially similar in purpose to, the services of Company.

9.3.3 Divert or attempt to divert, for its direct or indirect benefit or for the benefit of any other person, any patient of Company, or any of the business or patronage of any patient of Company.

9.3.4 Influence or attempt to influence any patient of Company to transfer their patronage from Company directly or indirectly to other person, corporation, partnership, joint venture, or sole proprietorship.

9.3.5 Within the Restrictive Area, assist, or become involved in, or associated with, in any capacity, any person, corporation, partnership, joint venture, sole proprietorship or other form of business entity that is engaged in performing Competing Medical Practice Services.

9.3.6 Disclose to any person or business entity the names, addresses, or other confidential information relating to any patient of Company, the prices charged to patients of Company, or the techniques used by Company in serving any patients.

9.3.7 Interfere, disrupt, or attempt to disrupt the relationship of Company and any of its suppliers or other valuable business relationships.

9.3.8 Solicit, engage, hire, employ, or contract with any of Company's employees or independent contractors who rendered services to or on behalf of Company during the term of this Agreement, excluding Bob Grammen, Ray Monteleone and Justin Horne.

9.4 For purposes of this Agreement "Competing Medical Practice Services" are those services provided in relation to minimally invasive surgical procedures performed on cervical, thoracic or lumbar areas of patients. Director and its designee specifically acknowledge that this definition of Competing Medical Practice Services is fully acceptable to them and is sufficiently narrow so that it will not preclude Director or its designee from obtaining general employment in any geographic area.

9.5 Director and its designee expressly admit that Company has legitimate business interests as such interests are provided for under Florida Statute §542.335 and such legitimate business interests include, but are not limited to, (1) Company having given Director and its designee knowledge of its trade secrets and valuable confidential business or professional



**DIRECTOR AGREEMENT**

Initials: DIRECTOR DA COMPANY GBA HORNE UH

Page 8 of 3

information that otherwise does not qualify as trade secrets, and (2) Company's patient goodwill associated with its ongoing professional practice.

9.6 Director and its designee specifically agree that the terms and conditions set out in this Section 9 (collectively the "Restrictive Covenant"):

9.6.1 Are reasonable as to geographic scope and length of time,

9.6.2 Are not unreasonably burdensome to Director or its designee and his/its practice or to his/its ability to earn a living,

9.6.3 Are not harmful to the public interest,

9.6.4 Specifically protect the legitimate business interests of Company as that term is set out in Florida Statute §542.355, and

9.6.5 Apply regardless of which party terminates this Agreement.

9.7 Company may pursue any remedies available to it for a breach or threatened breach of the Restrictive Covenant, including without limitation, seeking an injunction and the recovery of damages from Director and its designee.

9.8 Director and its designee acknowledge that Director and its designee will be able to earn a livelihood without violating the Restrictive Covenant. Director and its designee also acknowledge that that his/its ability to earn a livelihood without violating the Restrictive Covenant is a material condition precedent and essential inducement to Company entering into this Agreement.

9.9 If Company seeks the entry of an injunction for a violation of this Section 9, Director and its designee agree to waive any proof requirement for the following facts in conjunction with that injunctive proceeding:

9.9.1 Director and its designee admit that Company has legitimate business interests that are protected under this Restrictive Covenant,

9.9.2 Director and its designee admit that the restraints set out in this Restrictive Covenant are necessary to protect the legitimate business interests of Company,

9.9.3 Director and its designee admit it/he can readily obtain employment that would not be in violation of this Restrictive Covenant, and

9.9.4 Director and its designee admit that should Company file an action to seek the enforcement of this Agreement by injunctive action, Company should not be required to post a bond in excess of \$25,000.00 to obtain the issuance of such injunction.

9.10 If Director or its designee are in violation of this Restrictive Covenant, then the duration of the Restrictive Covenant will be extended for that period of time equal to the period of time during which such breach or breaches occur, and in addition, the Restrictive Covenant

**DIRECTOR AGREEMENT**

Initials: DIRECTOR WJH COMPANY BA HORNE WJH

Page 9 of 3

shall be extended for a period of time equal to the pendency of any Court proceedings brought in connection with the enforcement of the Restrictive Covenant.

9.11 The existence of any claim or cause of action by Director or its designee against Company, whether predicated upon this Agreement or otherwise, shall not constitute a defense to the enforcement by Company of this Restrictive Covenant.

9.12 The Parties agree that a breach of the Restrictive Covenant by Director or its designee would result in actual damages being suffered by Company. However, while actual damages are certain, the amount of such damages suffered by Company are, from the nature of the subject matter, uncertain and difficult to ascertain or prove which is, in part, why Director and its designee agree not to challenge Company's entitlement to an injunction in the event of a violation of this Restrictive Covenant.

9.13 The necessity to protect Company against Director and its designee's competing with Company's business operations and soliciting Company's patients and employees, and the nature and scope of this Restrictive Covenant have been carefully considered by the Parties. Director and its designee acknowledge that Company would not enter into this Agreement without this Restrictive Covenant. The Parties agree and acknowledge that the duration, scope and geographic area applicable to this restrictive covenant, are fair, reasonable and necessary and that adequate compensation has been and will be received by Director and its designee under this Agreement for such obligations. Should, for any reason, any court of competent jurisdiction determine that the restrictions contained in this Section 9 are not reasonable, that the consideration is inadequate, or that Director and its designee have been prevented from earning a livelihood, such restrictions shall be interpreted, modified or rewritten to include as much of the duration, scope and geographic area identified herein, as will render such restrictions valid and enforceable.

9.14 Company's rights and remedies herein are cumulative and the exercise or enforcement of any one or more of them will not preclude Company from exercising or enforcing any other right or remedy.

9.15 The Restrictive Covenant set out in this Section 9 shall apply during the Term of the Agreement in addition to the above referenced post termination periods except for activities of Director and/or its designee in connection with outside activities covered in Section 5 of this Agreement and the businesses listed in Exhibit "A."

9.16 This Section 9 shall survive any termination of this Agreement.

10. Arbitration.

10.1 Any controversy arising out of, or relating to, this Agreement or any modification or extension thereof, or breach thereof, shall be settled by arbitration to be held in Tampa, Florida. Such arbitration shall be administered by the American Arbitration Association ("AAA") under the AAA Commercial Arbitration Rules (the "Rules").

10.2 The parties will use a single arbitrator chosen using the Rules.



10.3 Nothing in the preceding paragraph, or otherwise, nor the exercise of any right to negotiation, mediation or arbitration, nor the commencement or pendency of any proceeding, shall limit the right of any party to this Agreement:

10.3.1 To seek judicial equitable relief, or other equitable relief available to it under applicable statutory or case law including, but not limited to, injunctive relief including injunctive relief to enforce the Restrictive Covenant or to protect confidential information ; or

10.3.2 To exercise any other rights or remedies available to it by contract or applicable statutory or case law, including but not limited to the filing of an involuntary petition in bankruptcy, the right of set off, the protection and preservation of collateral, the liquidation and realization of collateral, the protection, continuation and preservation of lien rights and priorities, the collection of indebtedness, and the processing and payment or return of checks, whether such occurs before, during or after the pendency of any arbitration proceeding.

10.4 The institution and maintenance of an action for judicial relief or pursuit of provisional or ancillary rights or remedies, as provided herein, and the pursuit of any such rights or remedies, shall not constitute a waiver of the right or obligation of any Party, including the plaintiff seeking judicial relief or remedies, to submit a dispute to arbitration, including disputes that may arise from the exercise of such rights.

10.5 The arbitrator shall not have the power to order specific performance of any obligation or duty of any party to this Agreement or to issue injunctions in connection therewith or otherwise.

10.6 A judgment on any arbitration award resulting from arbitration between the Parties in accordance with this Agreement may be entered by in any court of competent jurisdiction.

10.7 The substantially prevailing party in the arbitration proceeding, in any action filed to obtain a judgment as a result of such arbitration, and in any action to enforce and collect on such judgment, will have its reasonably attorneys' fees and costs paid by the other party. Costs, for purposes of this paragraph, will include AAA filing fees, AAA facilities fees, AAA administrative fees, any other AAA fee, and the fees and costs of the Arbitrator(s).

#### 11. Miscellaneous Provisions.

11.1 No Waiver. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party. No delay in acting with regard to any breach of any provision of this Agreement shall be construed to be a waiver of such breach. Every right and remedy of each of the Parties shall be cumulative and either party, in its sole discretion, may exercise any and all rights or remedies stated in this Agreement or otherwise available at law or in equity.

#### 11.2

**DIRECTOR AGREEMENT**

Page 11 of 3

Initials: DIRECTOR [Signature] COMPANY [Signature] HORNE [Signature]

Notices. Any notice required or permitted to be given under this Agreement shall be sufficient, if in writing, and sent by hand delivery, recognized courier, or first class mail to the Parties as follows:

*As to Horne (as Director's current designee):*      *As to Company:*

William E. Horne  
19520 Gulf Boulevard, No. 402  
Indian Shores, Florida 33785

Laser Spine Institute, LLC  
5332 Avion Park Drive  
Tampa, Florida 33607  
Attention: Chief Executive Officer

*As to Director:*

Horne Management, Inc.  
8198 Woodland Center Boulevard  
Tampa, Florida 33614  
Attention: William E. Horne

In addition, notice may be provided by hand delivery at the Company facility.

11.3 Succession. Except as otherwise provided herein, this Agreement shall inure to the benefit of and be binding upon the parties hereto and upon their successors in interest.

11.4 Survival of Obligations. The obligations of the Parties set out in Sections 8 and 9 herein, together with any other portions of this Agreement which by reasonable interpretation would require continued legal effect, shall survive the expiration or other termination of this Agreement.

11.5 Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the Parties to this Agreement with respect to its subject matter, and no other agreement, statement, or promise relating to the subject matter of this Agreement that is not contained in it shall be valid or binding.

11.6 Assignment. Neither this Agreement nor any duties or obligations under this Agreement shall be assigned, transferred, sold, or otherwise hypothecated by Director or its designee without Company's specific prior written consent. Such consent may be unreasonably withheld. Any attempt to transfer or assign the duties and obligations of Director or its designee without such consent shall be null and void. In the event of a merger in which Company is not the surviving entity, or a sale of all or substantially all of Company's assets, Company may, at its sole discretion: (a) assign this Agreement and all rights and obligations under it to any entity that succeeds to all or substantially all of Company's business through that merger or sale of asset; or (b) with sixty (60) day prior written notice to Director and its designee, terminate this Agreement as of the effective date of the merger or sale of assets; provided that, in such event, such termination shall be treated as a termination by the Company without Cause, and the Company and its successor shall pay to Director the Director's Fixed Fee and Director's Incentive Fee for the remainder of the scheduled Term on the same dates as described in Sections 4.1.1. and 4.1.2.



11.7 Attorney's Fees. If any action is instituted to enforce or interpret the provisions of this Agreement in contravention to the provisions of Section 10, the substantially prevailing party will recover from the other party its reasonable attorney's fees and costs incurred in connection with such action, including such fees and costs incurred pre-suit, at the trial level, and at any appellate level.

11.8 Governing Law. The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the Parties under this Agreement, shall be governed by the State of Florida without reference to its choice of law provisions.

11.9 Amendment. This Agreement may only be amended by the mutual agreement of the Parties in a writing executed by all Parties hereto.

11.10 Legal Construction. In case of one or more of the provisions contained in this Agreement shall for any reason is held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it. Section headings are for purposes of reference only and will not affect the meaning or interpretation of any provision of this Agreement.

11.11 Independent Counsel. Director and its designee acknowledge that they have been advised to seek the advice of independent counsel and acknowledge that they have either obtained such counsel or have knowingly waived such advice. In the event of any dispute concerning the interpretation or construction of this Agreement, the Parties agree that there will be no presumption applied based on the party preparing the Agreement. As a result, this Agreement shall not be construed in favor of or against any party.

11.12 Variation of Pronouns. All pronouns and all variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person or persons or entity may require.

11.13 Headings. The headings of the sections hereof are inserted for convenience only and shall not be deemed to constitute a part hereof nor to affect the meaning thereof.

11.14 Execution by Counterpart. This Agreement may be executed in two counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

11.15 Termination of Prior Agreement. The Parties and Laser Spine Institute LLC hereby acknowledge that that certain Executive Employment Agreement, effective October 2006, as amended (including on March 2009, August 1, 2010, January 1, 2012, June 1, 2014 and March 1, 2016) is hereby terminated and shall be of no further force or effect. All provisions purportedly surviving such termination shall terminate and be superseded in their entirety by the provisions set forth in this Agreement.

[Signature page follows]

**DIRECTOR AGREEMENT**

Initials: DIRECTOR [Signature] COMPANY [Signature] HORNE [Signature]

Page 13 of 3

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

*For Horne (as Director's current designee):*

*For Company:*

William E. Horne

LSI HoldCo LLC

By: [Signature]  
William E. Horne

By: [Signature]  
Name: Jonathan B. Lewis  
Title: Vice President

*For Director:*

Horne Management, Inc.

By: [Signature]  
Name: William E. Horne  
Title: President

Agreed to and acknowledged  
For the purposes of Section 11.15:

Laser Spine Institute, LLC

By: [Signature]  
Name: Jonathan B. Lewis  
Title: Vice President



**Exhibit A - Business Interests**

Aberdeen Capital LLC

Astacher, LLC or its successor

AP Vision Investments, LLC

Azunia Partners, LP

Carsmetics Social Group, LLC

CLM Aviation, LLC

Crown Bloodstock, LLC

Diner Investment Partners, LLC (Metro Diner)

Eden Park Medical Center, LLC

EFO Laser Spine Institute LTD

Firewheel Partners

Horne Brothers Real Estate, LLC

Horne Tipps Properties, LLC

Horne Tipps Trophy Suites, Inc.

Marodyne Medical LLC

MenuPad, Inc. (Carmel Café and Wine Bar, LLC)

Metro Diner, LLC

Paradise Golf, LLC

Pisgah Forest Outdoors, LLC

Regenerative Medicine Solutions, LLC

Ute Mesa Lot 1, LLC

Uyona Management, LLC

Wellness Capital Group, LLC

WH LLC