

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

In re:

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

Assignors,

Consolidated Case No.
2019-CA-2762

to

Soneet Kapila,

Division L

Assignee.

**ASSIGNEE'S MOTION TO APPROVE SETTLEMENT
AGREEMENT WITH RAIN TREE III/IV PROPERTY OWNER, LLC**

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

The Assignee seeks to take the action described herein. Objections must be filed and served within twenty-one (21) days from the service of this Motion. In the event an objection is timely filed and served, the Court will hold a hearing on October 2, 2019 at 2:00 p.m. to consider any timely filed objections, and to consider the Assignee's Motion to Approve Settlement Agreement with Raintree III/IV Property Owner, LLC before the Honorable Judge Steven Scott Stephens, Hearing Room 512, 800 East Twiggs Street, Tampa, Florida 33602.

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

Soneet Kapila, as assignee (“**Assignee**”) of the Assignors, moves this Court to approve the Settlement Agreement (defined below) reached between the Assignee, Raintree III/IV Property Owner, LLC (“**Raintree**”).

Background

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

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

Spine Surgery Center of Warwick, LLC; Laser Spine Surgery Center of Cleveland, LLC; Total Spine Care, LLC; and Spine DME Solutions, LLC.

Relief Requested

3. As of the date of filing the Assignment Cases, LSI Arizona and Raintree were parties to an Office Lease initially dated May 30, 2008, as amended from time to time (the “**Lease**”) for premises located in Scottsdale, Arizona (the “**Premises**”).

4. As of the date of filing the Assignment Cases, assets of the Assignment Estates, primarily consisting of furniture, fixtures, and equipment of certain of the Assignors (the “**Assets**”) were located at the Premises.

5. Raintree has asserted a landlord lien under Arizona state law with respect to the Assets as security for amounts owed by LSI Arizona to Raintree pursuant to the Lease, and the Assignee has disputed the validity, extent, and priority of such lien.

6. On July 10, 2019, the Assignee filed with the Assignment Court a *Motion for Order Compelling Lessor Raintree Venture Owner, LLC to Allow Assignee Access to Maintain Assets and Patient Record Data, for Turnover of Assets of the Laser Spine Institute, LLC Assignment Estate, and Awarding Sanctions* (the “**Motion to Compel**”) and on July 29, 2019, Raintree filed with the Assignment Court a *Motion to Dismiss Assignee’s Motion to Compel and Alternative Response in Opposition to Motion to Compel* (the “**Motion to Dismiss**”).

7. The parties have agreed to settle all claims and disputes between them subject to entry of a Court order approving the terms and conditions of the Settlement Agreement (the “**Settlement Agreement**” or the “**Agreement**”) attached hereto as **Exhibit A** and incorporated

herein.² Centurion Service Group, LLC (“**Centurion**”) also is party to certain provisions of the Settlement Agreement.

8. The terms of the Settlement Agreement are summarized as follows:³
 - a. Within three (3) business days following entry of an order approving the Agreement by the Assignment Court, the Assignment Estates shall pay to Maricopa County all amounts necessary to fully and completely satisfy the Claimed Tax Lien (estimated to total approximately \$13,000). All of Raintree’s obligations under the Settlement Agreement are fully and absolutely contingent on the Assignment Estates’ full and complete satisfaction of the Claimed Tax Lien.
 - b. As full settlement of any and all of Raintree’s claims, liens, encumbrances, causes of action, and rights to payment of any kind against the Assignee or the Assignment Estates, except for any obligations created by the Settlement Agreement, the Assignment Estates shall pay to Raintree a lump-sum payment of \$65,000.00 within three (3) business days following entry of an order approving the Agreement by the Assignment Court. In no event shall the Assignee be personally liable under the Agreement (the “**Settlement Payment**”).
 - c. Within three (3) business days following entry of an order approving the Agreement by the Assignment Court, the Assignee shall file with the Assignment Court a notice of withdrawal of his Motion to Compel, and Raintree shall file a notice of withdrawal of its Motion to Dismiss.
 - d. Within five (5) business days following entry of an order approving this Agreement by the Assignment Court (the “**Access Date**”), Raintree shall provide access to the Premises to Centurion and other agents of the Assignee reasonably necessary to remove the Assets or PHI or to make any repairs required by this Agreement, under the terms more specifically set forth in the Agreement.

² An unexecuted copy of the final form of Settlement Agreement is attached to this Motion. The Assignee will supplement the record with the fully executed copy.

³ This summary is provided only for convenience. The express terms of the Settlement Agreement will control over this summary in all respects.

- e. The Assignee shall remove the Assets from the Premises within 21 days following the Access Date (the “**Removal Deadline**”) utilizing the services of Centurion Service Group, LLC (“**Centurion**”), under the terms set forth in the Agreement.
- f. The Assignee shall arrange for the removal, on or before the Removal Deadline, of all patient records or patient information, including any Protected Health Information (“**PHI**”), within the meaning of the Health Insurance Portability Act of 1996, 45 C.F.R. § 164.501, as amended, and all regulations promulgated in connection therewith (“**HIPAA**”). Such removal shall be performed in compliance with HIPAA and any other applicable state or federal regulations.
- g. Centurion shall indemnify and hold Raintree and its affiliates, successors, assigns, agents, contractors, and other representatives harmless from and against any and all claims, losses, costs, damages, liabilities, and expenses arising from: (a) Centurion’s removal of the Assets from the Premises, including Centurion’s removal of any PHI that might be found in or on the Assets it removes from the Premises, or (b) any willful or grossly negligent acts or omissions of Centurion or any of Centurion’s agents, employees, contractors, or invitees.
- h. The parties mutually release each other for any claims related to the Lease and the Assets including, without limitation, any claims that were asserted or could have been asserted in the Assignment Cases. The mutual releases are effective following entry of an order by the Assignment Court approving the Agreement, and the payment by the Assignee of the settlement payment to Raintree.

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

10. The Assignee believes it is in the best interest of the Assignment Estates and creditors to enter into the Settlement Agreement. The settlement embodied in the Settlement Agreement resolves disputes over the validity and extent of Raintree’s asserted landlord lien on the Assignment Estate Assets located at the Premises, and resolves any potential disputes over rent claims and any

other claims related to the Lease and the Assets. Thus, the settlement enables the Assignee to dispose of the Assets in short order without the risk of accruing any further expense related to the Lease or the Assets. In addition, the compromise allows the Assignee to avoid the attendant cost and uncertainty of litigation.

11. The Assignee will serve this Motion upon all parties that, to his knowledge, assert an interest in the Assets, in addition to the Limited Notice Parties list.

12. This Motion seeking approval of the compromise or settlement of a controversy is properly served on negative notice pursuant to Section 717.111(4) of the Florida Statutes. Accordingly, absent any objection filed within the 21-day negative notice period, the Assignee seeks entry of an order approving this Motion without the need for a hearing.

WHEREFORE, the Assignee requests the Court enter an order granting this Motion, approving the Settlement Agreement, authorizing the Assignee to enter into the Settlement Agreement, and for such other and further relief as is just.

Dated: August 30, 2019

/s/ Edward J. Peterson

Matthew B. Hale (FBN 0110600)

Edward J. Peterson (FBN 0014612)

Stichter, Riedel, Blain & Postler, P.A.

110 E. Madison Street, Suite 200

Tampa, Florida 33602

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mhale@srbp.com

Counsel for Assignee

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing *Motion to Approve Settlement Agreement with Raintree III/IV Property Owner, LLC* has been furnished on this 30th day of August, 2019 by the Court's electronic system to all parties receiving electronic service, by either U.S. mail or electronic mail to the parties listed on the Limited Notice Parties list and to:

Raintree III/IV Property Owner, LLC
c/o John O'Neal, Esq.
Quarles & Brady LLP
Renaissance One
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Phoenix, AZ 85004-2391
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Raintree III/IV Property Owner, LLC
c/o Zachary S. Foster, Esq.
Quarles & Brady LLP
101 E. Kennedy Blvd., Suite 3400
Tampa, Florida 33602
Email: Zachary.Foster@quarles.com

/s/ Edward J. Peterson

Edward J. Peterson

MASTER LIMITED NOTICE SERVICE LIST

July 16, 2019

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

CLM Aviation, LLC
LSI HoldCo, LLC
LSI Management Company, LLC
Laser Spine Surgery Center of Arizona, LLC
Laser Spine Surgery Center of Cincinnati, LLC
Laser Spine Surgery Center of Cleveland, LLC
Laser Spine Surgical Center, LLC
Laser Spine Surgery Center of Pennsylvania, LLC
Laser Spine Surgery Center of St. Louis, LLC
Laser Spine Surgery Center of Warwick, LLC
Laser Spine Institute, LLC
Medical Care Management Services, LLC
Spine DME Solutions, LLC
Total Spine Care, LLC
Laser Spine Institute Consulting, LLC
Laser Spine Surgery Center of Oklahoma, LLC
c/o Nicole Greensblatt, Esq.
Kirkland & Ellis, LLP
601 Lexington Avenue
New York, NY 10022
Email: [ngreensblatt@kirkland.com](mailto:n greensblatt@kirkland.com)

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

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Tampa, Florida 33602

Soneet Kapila
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Email: pbattista@gjb-law.com, ggarno@gjb-law.com

Soneet Kapila
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Secured Creditors:

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

Steris Corporation
5960 Heisley Rd.
Mentor, OH 44060
CIT Bank, N.A.
10201 Centurion Pkwy., #400
Jacksonville, FL 32256

Medport Billing, LLC (MAIL RETURNED)
6352 S. Jones Blvd., #400
Las Vegas, NV 89118

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

Maricopa County Treasurer
c/o Peter Muthig, Esq.
222 N. Central Ave., #1100
Phoenix, AZ 85004
Email: muthigk@maco.maricopa.gov

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

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

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

Joe Bailey; Mark Miller; Ted Suhl; Laserscopic Spinal Centers of America, Inc.; Laserscopic Medical Clinic, LLC; Laserscopic Surgery Center of Florida, LLC; Laserscopic Diagnostic Imaging; Laserscopic Spinal Center of Florida, LLC; and Tim Langford
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Secondary Email: mмосbach@trenam.com
Tertiary Email: dmedina@trenam.com

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[mlinares@bushross.com](mailto:mлинаres@bushross.com); ksprehn@bushross.com

Cosgrove Enterprises, Inc.
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Weiss Family Management, LLLP
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Laser Spine Institute, LLC
CLM Aviation, LLC
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Assignors,

Consolidated Case No.
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to

Soneet Kapila,

Division L

Assignee.

EXHIBIT A

**ASSIGNEE'S MOTION TO APPROVE SETTLEMENT
AGREEMENT WITH RAIN TREE III/IV PROPERTY OWNER, LLC**

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (this "Agreement"), is entered into as of August 29, 2019 (the "Effective Date"), by and between (i) **Soneet Kapila of KapilaMukamal, LLP**, as assignee (the "Assignee") of the Assignors listed on the attached Exhibit A (the "Assignors"), on the one hand, and (ii) **Raintree III/IV Property Owner, LLC**, a Delaware limited liability company, "Raintree"), on the other hand. The Assignee and Raintree are sometimes referred to below individually as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, on March 14, 2019, the Assignors and the Assignee entered into an assignment for the benefit of creditors under Chapter 727 of the Florida Statutes;

WHEREAS, on March 14, 2019, the Assignee filed a Petition Commencing Assignment for Benefit of Creditors with the Circuit Court of the Thirteenth Judicial Circuit in and for Hillsborough County, Florida, Civil Division (the "Assignment Court"), commencing an assignment for the benefit of creditors proceeding pursuant to Chapter 727 of the Florida Statutes (the "Assignment Cases"), resulting in the creation of estates for each respective Assignor (the "Assignment Estates");

WHEREAS, as of the date of filing the Assignment Cases, Assignor Laser Spine Surgery Center of Arizona, LLC ("LSSC Arizona") and Raintree were parties to an Office Lease initially dated May 30, 2008, as amended from time to time (the "Lease");

WHEREAS, pursuant to the Lease, LSSC Arizona occupied the premises located in Scottsdale, Arizona, as more accurately described in the Lease (the "Premises");

WHEREAS, as of the date of filing the Assignment Cases, assets claimed by the Assignment Estates, primarily consisting of furniture, fixtures, and equipment of the Assignors (the "Assets") were located at the Premises, and Raintree disputes the validity, extent and priority of the Assignment Estates;

WHEREAS, Raintree has asserted a landlord lien under Arizona state law with respect to the Assets as security for amounts owed by LSSC Arizona to Raintree pursuant to the Lease (the "Claimed Lien"), and the Assignee disputes the validity, extent, and priority of such lien;

WHEREAS, Maricopa County has asserted a tax lien under Arizona state law with respect to the Assets as security for amounts owed by LSSC Arizona to Maricopa County (the "Claimed Tax Lien");

WHEREAS, on July 10, 2019, the Assignee filed with the Assignment Court a *Motion for Order Compelling Lessor Raintree Venture Owner, LLC to Allow Assignee Access to Maintain Assets and Patient Record Data, for Turnover of Assets of the Laser Spine Institute, LLC Assignment Estate, and Awarding Sanctions* (the "Motion to Compel") and on July 29, 2019, Raintree filed with the Assignment Court a *Motion to Dismiss Assignee's Motion to Compel and Alternative Response in Opposition to Motion to Compel* (the "Motion to Dismiss");

WHEREAS, the Parties desire to settle all remaining claims and disputes between them, including the dispute regarding the Claimed Lien and disposition of the Assets.

NOW THEREFORE, in consideration of the foregoing recitals and the respective covenants and agreements set forth in this Agreement, and for other good and valuable consideration, including the mutual promises, covenants and releases contained in this Agreement, the sufficiency of which the Parties acknowledge, the Parties agree as follows:

AGREEMENT AND RELEASE TERMS

1. ***Satisfaction of the Tax Lien.*** Within three (3) business days following entry of an order approving this Agreement by the Assignment Court, the Assignment Estates shall pay to Maricopa County all amounts necessary to fully and completely satisfy the Claimed Tax Lien. All of Raintree's obligations hereunder are fully and absolutely contingent on the Assignment Estates' full and complete satisfaction of the Claimed Tax Lien.

2. ***Settlement Payment.*** As full settlement of any and all of Raintree's claims, liens, encumbrances, causes of action, and rights to payment of any kind against the Assignee or the Assignment Estates, except for any obligations created by the Settlement Agreement, the Assignment Estates shall pay to Raintree a lump-sum payment of \$65,000.00 within three (3) business days following entry of an order approving this Agreement by the Assignment Court. In no event shall the Assignee be personally liable under this Agreement.

3. ***Withdrawal of Motion to Compel and Motion to Dismiss.*** Within three (3) business days following entry of an order approving this Agreement by the Assignment Court and full and indefeasible payment to Raintree hereunder, the Assignee shall file with the Assignment Court a notice of withdrawal of his Motion to Compel, and Raintree shall file a notice of withdrawal of its Motion to Dismiss.

4. ***Access to Premises.*** Within five (5) business days following entry of an order approving this Agreement by the Assignment Court (the "Access Date"), Raintree shall provide access to the Premises to Centurion and other agents of the Assignee reasonably necessary to remove the Assets or PHI or to make any repairs required by this Agreement. No less than three business days prior to any agent, employee or contractor of Centurion or Assignee gaining access to the Premises, Assignee or Centurion shall: (a) provide Raintree with the name(s) of the lead supervisory agents, employees, and/or contractors of Centurion or Assignee seeking to access the Premises; (b) make a good faith effort to provide Raintree with names of all non-supervisory agents, employees, and/or contractors of Centurion or Assignee seeking to access the Premises; and (c) provide Raintree with a description of the steps to be taken to remove the Assets from the Premises. For the avoidance of doubt, neither Centurion nor Assignee shall have any obligation to provide Raintree with the names of non-supervisory agents, employees, and/or contractors that are hired as temporary workers to assist with the removal of the Assets from the Premises.

5. ***Removal of Assets from the Premises.*** The Assignee shall remove the Assets from the Premises within 21 days following the Access Date (the “Removal Deadline”) under the following terms:

- a. The Assignee shall use the services of Centurion Service Group LLC (“Centurion”) to remove the Assets from the Premises.
- b. If the Assets are not removed by the Removal Deadline, Raintree shall be entitled to liquidated damages against the Assignment Estates equal to a market rate for short term office rent in similar buildings within a radius of twenty miles from the Premises, based upon at least three quotes.
- c. The Assignee, through Centurion, shall, promptly repair, in good and workmanlike manner, any damage to the Premises caused by Centurion’s removal of the Assets. If Centurion fails to do so, Raintree shall have the right to repair any such damage and the Assignee and Centurion shall be jointly and severally obligated to pay Raintree for the cost of all such repairs. Notwithstanding anything to the contrary in this Agreement, neither Assignee nor Centurion shall be responsible for: (i) patching the holes in the wall that will be left in the areas where the Sterilizer(s) are currently located; (ii) removing or repairing wiring or bolts in the areas where lighting is removed; (iii) making repairs to areas that have not been materially damaged by Centurion’s or Assignee’s work at the Premises; or (iv) making improvements to the Premises. Centurion will patch the holes in the wall that will be left in the areas where the MRI(s) are currently located.
- d. Following removal of the Assets, the Assignee shall have no further right to access to the Premises and will leave the Premises broom clean.

6. ***Removal of Protected Health Information.*** On or before the Removal Deadline, the Assignee shall remove from the Premises any and all patient records or patient information, including any Protected Health Information (“PHI”), within the meaning of the Health Insurance Portability Act of 1996, 45 C.F.R. § 164.501, as amended, and all regulations promulgated in connection therewith (“HIPAA”). Such removal shall be performed in compliance with HIPAA and any other applicable state or federal regulations. Upon completion of the removal of the PHI, the Assignee shall furnish a certificate of completion to the Raintree certifying that all PHI has been removed from the Premises in compliance with applicable state or federal regulations.

7. ***Indemnification.*** Centurion shall indemnify and hold Raintree and its affiliates, successors, assigns, agents, contractors, and other representatives harmless from and against any and all claims, losses, costs, damages, liabilities, and expenses arising from: (a) Centurion’s removal of the Assets from the Premises, including Centurion’s removal of any PHI that might be found in or on the Assets it removes from the Premises, or (b) any willful or grossly negligent acts or omissions of Centurion or any of Centurion’s agents, employees, contractors, or invitees.

8. ***Centurion as Signatory to this Agreement.*** Centurion, by signing this Agreement, shall be deemed a party to only to the terms of this Agreement explicitly referencing it set forth in Paragraphs 4, 5 and 7. Centurion shall be deemed a third-party beneficiary of this Agreement.

9. ***General Release by Raintree.*** As a material inducement for the Assignee to enter into this Agreement and as consideration for the releases to be provided, Raintree hereby remises, releases, acquits, satisfies, and forever discharges the Assignee and Assignment Estates (including the Assignee's attorneys, agents, successors and assigns), of and from all, and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, costs (including attorneys' fees, expert fees, and out-of-pocket expenses), pre and post-judgment interest, obligations, losses, loss of services, expenses, compensation, judgments, executions, claims and demands whatsoever, in law or in equity, which Raintree ever had, now has, or which any personal representative, affiliate, successor, heir or assign of Raintree, hereafter can, shall or may have, against the Assignee or the Assignment Estates, for, upon or by reason of any matter, cause or thing whatsoever, known and unknown, foreseen and unforeseen, from the beginning of the world to the day of these presents, and including but not limited to all issues, causes, claims, counterclaims, set-offs, and allegations which were raised or could have been raised relating to or arising out of the Lease or the Assignment Cases. For the sake of clarity, Raintree specifically releases any liens, claims, or encumbrances in the Assets.

10. ***General Release by the Assignee.*** As a material inducement for Raintree to enter into this Agreement and as consideration for the releases to be provided, the Assignee hereby remises, releases, acquits, satisfies, and forever discharges Raintree (including Raintree's attorneys, agents, successors and assigns), of and from all, and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, costs (including attorneys' fees, expert fees, and out-of-pocket expenses), pre and post-judgment interest, obligations, losses, loss of services, expenses, compensation, judgments, executions, claims and demands whatsoever, in law or in equity, which the Assignee ever had, now has, or which any personal representative, successor, heir or assign of the Assignee, hereafter can, shall or may have, against Raintree, for, upon or by reason of any matter, cause or thing whatsoever, known and unknown, foreseen and unforeseen, from the beginning of the world to the day of these presents, and including but not limited to all issues, causes, claims, counterclaims, set-offs, and allegations which were raised or could have been raised relating to or arising out of the Lease or the Assignment Cases.

11. ***Effectiveness of Releases.*** This Agreement will not become effective until entry of an order approving this Agreement by the Assignment Court and the full and indefeasible payment to Raintree required hereunder.

12. ***Attorneys' Fees and Costs through the Effective Date.*** Except as set forth herein, each Party shall bear its own attorneys' and professionals' fees and costs with regard to this Agreement and the Assignment Cases.

13. **Assignment Court Approval.** This Agreement shall be subject to approval of the Assignment Court.

14. **Warranty of Free Consent.** Each Party acknowledges and warrants that such Party:
- a. executed this Agreement without any threat, force, fraud, duress, or representation of any kind by any person or entity;
 - b. is aware of the rights to which such Party would otherwise be entitled;
 - c. has had a full and adequate opportunity to investigate the nature and extent of the claims such Party has against the other and has decided to enter into this Agreement;
 - d. has had the opportunity to have full and appropriate representation by counsel of such Party's own choice and that, after consultation with such Party's respective attorneys, after being duly apprised of its rights with respect to the Agreement, each freely accepts the terms, conditions and revisions of this Agreement and enters into this Agreement voluntarily and without any coercion or constraint; and
 - e. has cooperated in the drafting and preparation of this Agreement and, in connection with any construction of any provision to be made of this Agreement, has agreed such provision shall not be construed against any Party on the basis that any Party was the drafter, but that instead the language of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning and not strictly for or against any Party.

15. **Admissibility of Agreement.** The Parties agree that in the event of a breach of this Agreement by any of the Parties, this Agreement is admissible into evidence in any action to enforce this Agreement. This Agreement, and the submission of approval of the same to the Assignment Court, will not be used as evidence in support of an assertion that the Assignment Court has jurisdiction over Raintree and neither shall be construed as submission by Raintree to the jurisdiction of the Assignment Court.

16. **Authority; Binding Effect; Legality.** Each of the Parties represents and warrants that
- a. such Party has the requisite power and authority to execute and deliver this Agreement and the related documents to which such Party is a signatory;
 - b. the execution and delivery of this Agreement by such Party has been duly authorized by all requisite action(s) and creates valid and binding obligations of such Party, enforceable in accordance with its terms;
 - c. neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated by this Agreement will violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, or other restriction

of any governmental authority or conflict with, result in a breach of, or constitute a default under any contract, lease, license instrument, or other arrangement to which such Party is bound; and

- d. such Party is authorized to execute this Agreement on behalf of its officers, directors, representatives, employees, agents, affiliates, subsidiaries, attorneys, insurers, successors, predecessors, and assigns.

17. **Severability.** If any provision, or the application of any provision, of this Agreement is held invalid, the invalidity shall not affect any other provision or application of the Agreement, which can be given effect without the invalid provisions or application, and to this end the provisions of this Agreement are declared to be severable.

18. **Sufficiency of Consideration.** Each Party acknowledges that the covenants contained in this Agreement provide good and sufficient consideration for every promise, duty, release, obligation, agreement, and right contained in this Agreement.

19. **Binding Agreement; Assignment.** The terms of this Agreement shall be binding upon, and inure to the benefit of, the Parties and their respective executors, administrators, successors, assigns, officers, directors, shareholders, parents, subsidiaries, agents, servants, employees, related entities, and legal representatives.

20. **No Transfer.** Each Party represents and warrants that the entities signing this Agreement are the sole owners of the actual or alleged claims, demands, rights, causes of action, and other matters that are released under this Agreement; that such claims, demands, rights, causes of action, and other matters have not been assigned, transferred, or disposed of; and that such Party has the full right and power to grant, execute, and deliver the releases contained in this Agreement.

21. **Complete Agreement.** This Agreement is intended by the Parties as the final expression of their agreement concerning the subject matter of this Agreement and as a complete and exclusive statement of the terms and provisions of this Agreement. Nothing other than this Agreement shall be relevant or admissible to supplement, explain, or vary any of the terms and provisions as set forth in this Agreement among the Parties. This Agreement cannot be amended, released, discharged, changed, modified, or terminated in any manner without the written consent of all the Parties.

22. **Notice Addresses.** From and after the Effective Date, the notice addresses for the Parties shall be as listed below:

If to Raintree Parties:

Raintree III/IV Property Owner, LLC
c/o Oaktree Real Estate Group
333 So. Grand Avenue, 28th Floor
Los Angeles, CA 90071
Attn: Brad Weinberg
Email: bweinberg@oaktreecapital.com
Facsimile No.: (213) 830-6392

With copy to:

John M. O'Neal, Esq.
Quarles & Brady LLP
One Renaissance Square
Two North Central Avenue
Phoenix, Arizona 85004
Email: john.oneal@quarles.com

And:

CAMI, Inc.
10089 Willow Creek Road, Suite 230
San Diego, CA 92131
Attention: Ron Lack
Telephone: (858) 831-9240
Facsimile: (858) 831-9243
Email: rlack@cypressoffice.com

If to Kapila:

Soneet Kapila
KapilaMukamal, LLP
1000 South Federal Highway, Suite 200
Fort Lauderdale, FL 33316
Email: skapila@kapilaco.com

With copy to:

Edward J. Peterson, Esq.
Matthew B Hale, Esq.
Stichter, Riedel, Blain & Postler, P.A.
110 E. Madison Street, Ste. 200
Tampa, Florida 33602
Email: epeterson@srbp.com
mhale@srbp.com

If to Centurion:

Erik Tivin
Centurion Service Group
3325 Mount Prospect Road
Franklin Park, Illinois 60131
Email: erik@centurionservice.com

With copy to:

Beau T. Greiman, Esq.
Greiman, Rome & Griesmeyer, LLC
2 North LaSalle, Suite 1601
Chicago, Illinois 60602
Email: bgreiman@grglegal.com

23. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original, and such counterparts when taken together shall constitute one in the same Agreement. Photographic or scanned copies of such signed counterparts may be used in lieu of the originals for any purpose

24. **Litigation Expenses.** If any Party seeks to enforce such Party's rights under this Agreement by legal proceedings or otherwise, the non-prevailing Party shall be responsible for the costs and expenses incurred by the prevailing party in connection with such proceedings, including without limitation attorneys' fees and witness fees.

[SIGNATURE PAGE FOLLOWS]

WHEREFORE, the Parties hereto have executed this Settlement Agreement as of the dates set forth below.

RAINTREE III/IV PROPERTY OWNER, LLC

SONEET KAPILA, AS ASSIGNEE

Signed: _____

Signed: _____

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

CENTURION SERVICE GROUP, LLC

Signed: _____

By: _____

Title: _____

Date: _____

EXHIBIT A

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