

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

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

Assignors,

Consolidated Case No.
2019-CA-2762

to

Soneet Kapila,

Division L

Assignee.

EXHIBIT A

**ASSIGNEE'S MOTION TO APPROVE SETTLEMENT
AGREEMENT WITH GULF COAST ORTHOPEDIC CENTER –
ALFRED O. BONATI, M.D., P.A., MEDICAL DEVELOPMENT
CORPORATION OF PASCO COUNTY, AND ALFRED O. BONATI, M.D**

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (this "Agreement") is made and entered into as of _____, 2020 (the "Effective Date"), by and between (i) Soneet Kapila of KapilaMukamal, LLP, as assignee (the "Assignee") for the benefit of creditors of Laser Spine Institute, LLC, a Florida limited liability company ("LSI"), on the one hand, and (ii) Gulf Coast Orthopedic Center – Alfred O. Bonati, M.D, P.A., a Florida professional association, Medical Development Corporation of Pasco County, a Florida corporation, and Alfred O. Bonati, M.D., individually (collectively, the "Bonati Parties"), on the other hand. The Assignee and the Bonati Parties may be referred to herein each individually as a "Party" and collectively as the "Parties."

Recitals

WHEREAS, on June 5, 2012, the Bonati Parties filed a Complaint in the Circuit Court of the Thirteenth Judicial Circuit in and for Hillsborough County, Florida Civil Division (the "Court"), styled *Gulf Coast Orthopedic Center – Alfred O. Bonati, M.D, P.A., a Florida professional association, Medical Development Corporation of Pasco County, a Florida corporation, and Alfred O. Bonati, M.D., individually, v. Laser Spine Institute, LLC, a Florida limited liability company, d/b/a Laser Spine Institute*, Case No. 12-CA-009002, Division H (the "Litigation");

WHEREAS, LSI asserted certain claims against the Bonati Parties in the Litigation (the "Claims");

WHEREAS, on March 14, 2019, LSI and certain affiliated companies (collectively, the "Assignors") assigned and conveyed all of their assets, including, without limitation, the Claims, to the Assignee;

WHEREAS, on March 14, 2019, the Assignee filed a Petition Commencing Assignment for Benefit of Creditors in the Court, styled *In re: Laser Spine Institute, LLC, Assignor, to Soneet Kapila, Assignee*, Case No. 2019-CA-2762, Division L (the "Assignment Case"), resulting in the creation of assignment estates for each of the Assignors, including LSI (in the case of LSI, the "LSI Assignment Estate");

WHEREAS, in an effort to avoid continued litigation in connection with the Litigation, the Parties have agreed to provide to one another a mutual release of liability of all claims and causes of action (the "Settlement"); and

WHEREAS, the Settlement is subject to Court approval in the Assignment Case.

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

1. Recitals. The foregoing recitals are true and correct and are incorporated as material terms of this Agreement by this reference.

2. Settlement. Within three (3) business days of the Effective Date, the Assignee will file in the Assignment Case a motion (the "Settlement Motion"), in form mutually satisfactory to the Parties, seeking Court approval of the Settlement and this Agreement (the "Settlement Order"). Within three (3) business days of the entry by the Court of the Settlement Order in the Assignment Case, the Parties shall file a joint Notice of Voluntary Dismissal with Prejudice, in form mutually satisfactory to the Parties, in the Litigation.

3. Release by the Assignee of the Bonati Parties. As a material inducement for the Bonati Parties to enter into this Agreement and as consideration for the releases to be provided, effective upon the filing by the Bonati Parties of the Notice of Voluntary Dismissal with Prejudice in the Litigation, the Assignee hereby remises, releases, acquits, satisfies, and forever discharges the Bonati Parties (including the Bonati Parties' 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 the Bonati Parties, including, without limitation, for any matters related to, arising out of, or in connection with the Litigation and the Claims.

4. Release by the Bonati Parties of the Assignee. As a material inducement for the Assignee to enter into this Agreement and as consideration for the releases to be provided, effective upon the entry by the Court of the Settlement Order in the Assignment Case, the Bonati Parties hereby remise, release, acquit, satisfy, and forever discharge the Assignee and the LSI Assignment Estate (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 the Bonati Parties ever had, now have, or which any personal representative, affiliate, successor, heir or assign of the Bonati Parties, hereafter can, shall or may have, against the Assignee or the LSI Assignment Estate, including, without limitation, for any matters related to, arising out of, or in connection with the Litigation and the Claims.

5. Court Approval Required; Condition to Effectiveness. This Agreement is subject to approval by the Court in the Assignment Case. This Agreement shall become null, void and of no effect if the Court does not enter the Settlement Order in Assignment Case within sixty (60) days of the Effective Date.

6. Admissibility of Agreement. The Parties agree that in the event of a breach of this Agreement by either of the Parties, this Agreement is admissible into evidence in any action to enforce this Agreement.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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. This Agreement cannot be amended, released, discharged, changed, modified, or terminated in any manner without the written consent of all the Parties.

13. 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.

14. 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.

15. Jurisdiction. The Parties hereby irrevocably consent that any legal action or proceeding solely with respect to this Agreement shall be brought in the Court, and, by execution and delivery of this Agreement, the Parties hereby irrevocably submit to and accept solely with regard to any such legal action or proceeding, generally and unconditionally, the exclusive jurisdiction of the Court. The Parties hereby irrevocably waive, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding solely with respect to this Agreement brought in such court, and hereby further irrevocably waive any claim that any such suit, action or proceeding brought in such court has been brought in an inconvenient forum.


16. Rules of Construction. The words "hereof", "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". Unless the context in which used herein otherwise clearly requires, "or" has the inclusive meaning represented by the phrase "and/or". Whenever the context of this Agreement requires, the gender of all words herein shall include the masculine, feminine, and neuter, and the number of all words herein shall include the singular and plural. Reference to any agreement, document or instrument means such agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof, except where otherwise explicitly provided.

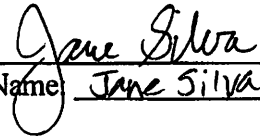
[Signature pages follow]

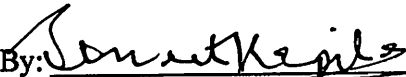
IN WITNESS WHEREOF, the Assignee has caused this Agreement to be executed as of the Effective Date.

Witnesses:

Laser Spine Institute, LLC,
a Florida limited liability company


By: 
Print Name: Andrea Polit

By: 
Print Name: Jane Silva


By: 
Sonect Kapila, as Assignee

IN WITNESS WHEREOF, the Bonati Parties have caused this Agreement to be executed as of the Effective Date.

Witnesses:

By: 
Print Name: Samuel Hauer

By: Kristina Phillips
Print Name: Kristina Phillips

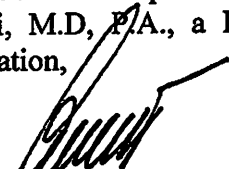
By: 
Print Name: Samuel Hauer

By: Kristina Phillips
Print Name: Kristina Phillips


By: 
Print Name: Samuel Hauer

By: Kristina Phillips
Print Name: Kristina Phillips

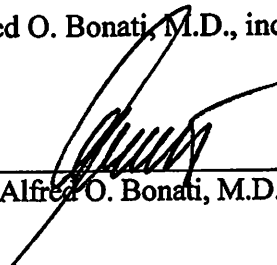
Gulf Coast Orthopedic Center – Alfred O. Bonati, M.D., F.A., a Florida professional association,

By: 
Print Name: ALFRED O. BONATI
As its: President

Medical Development Corporation of Pasco County, a Florida corporation

By: 
Print Name: ALFRED O. BONATI
As its: President

Alfred O. Bonati, M.D., individually

By: 
Alfred O. Bonati, M.D., individually