

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM358862

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FOREST PARK MEDICAL CENTER, LLC		06/26/2015	LIMITED LIABILITY COMPANY: TEXAS
RECEIVING PARTY DATA			
Name:	Callidus Capital Corporation		
Street Address:	4620 - 181 Bay Street, P.O Box 792		
Internal Address:	Bay Wellington Tower, Brookfield Place		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5J 2T3		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4018899	FOREST PARK MEDICAL CENTER	
CORRESPONDENCE DATA			
Fax Number:	2484337274		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	248-433-7200		
Email:	cwilliams@dickinsonwright.com		
Correspondent Name:	John S. Artz		
Address Line 1:	Dickinson Wright PLLC		
Address Line 2:	2600 W. Big Beaver Rd., Ste. 300		
Address Line 4:	Troy, MICHIGAN 48084		
ATTORNEY DOCKET NUMBER:	57558-17		
NAME OF SUBMITTER:	John S. Artz		
SIGNATURE:	/John S. Artz/		
DATE SIGNED:	10/16/2015		
Total Attachments: 39			
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GENERAL SECURITY AGREEMENT

This General Security Agreement dated the 26th day of June, 2015 is made by **FOREST PARK MEDICAL CENTER, LLC**, a limited liability company existing under the laws of the State of Texas, United States (the "Debtor") to and in favour of **CALLIDUS CAPITAL CORPORATION**, a corporation incorporated under the laws of the Province of Ontario (the "Secured Party").

WHEREAS the Secured Party has agreed to make certain credit facilities available to the Debtor pursuant to a loan agreement dated the date hereof between the Debtor, and the Secured Party (as the same may be amended, supplemented, extended, renewed, restated or replaced from time to time, the "Loan Agreement");

NOW THEREFORE, in consideration of the foregoing premises and the sum of Ten Dollars (\$10.00) in lawful money of Canada now paid by the Secured Party to the Debtor and other good and valuable consideration, the receipt and sufficiency of which are hereby irrevocably acknowledged, the parties hereto agree as follows:

1. SECURITY INTEREST

- (a) For valuable consideration, the Debtor hereby grants, assigns, transfers, mortgages and charges to the Secured Party, as and by way of a fixed and specific mortgage and charge, and grants to the Secured Party a security interest in, all of the Debtor's present and after-acquired property including, without limitation, all goods (including inventory and equipment), accounts, loans, chattel paper, documents of title, instruments, intangibles, money, securities, and all other investment property, now owned or hereafter acquired by or on behalf of the Debtor (and all rights and interests now or hereafter held by or on behalf of the Debtor with respect to any of the foregoing) and also including, without limitation:
 - (i) all accounts and book debts and generally all debts, consumer loans and non-consumer loans, dues, claims, choses in action and demands of every nature and kind howsoever arising or secured, including, without limitation, letters of credit and advices of credit, which are now due, owing or accruing or growing due to or owned by the Debtor or which may hereafter become due, owing or accruing or growing due to or owned by Debtor (collectively, "Debts");
 - (ii) all deeds, documents, writings, papers, books of account and other books relating to or being records of Debts, chattel paper or documents of title or by which such are or may hereafter be secured, evidenced, acknowledged or made payable, including all physical and electronic records and documents evidencing such items;
 - (iii) all present and future monies, securities, credit balances, deposits, deposit accounts and other property of the Debtor now or hereafter held or

received by or in transit to the Lender or at any other depository or other institution from or for the account of the Debtor whether for safekeeping, pledge, custody, transmission, collection or otherwise, and all present and future liens, rights, remedies, title and interest in, to and in respect of accounts and other Collateral, including:

- A. rights and remedies under or relating to guarantees, contracts of suretyship, letters of credit and other insurance related to the Collateral;
 - B. rights of stoppage in transit, replevin, repossession, reclamation and other rights and remedies of an unpaid vendor, lienor or secured party;
 - C. goods described in invoices, documents, contracts or instruments with respect to, or otherwise representing or evidencing, accounts or other Collateral, including returned, repossessed and reclaimed goods; and
 - D. deposits by and property of account debtors or other persons securing the obligations of account debtors;
- (iv) all contractual rights and insurance claims;
- (v) all patents, industrial designs, trade-marks, trade secrets and know-how including without limitation confidential information, trade-names, goodwill, copyrights, software and all other forms of intellectual and industrial property, and any registrations and applications for registration of any of the foregoing (collectively, "Intellectual Property") and including, without limitation, the Intellectual Property listed in Schedule "A" attached hereto; and
- (vi) all proceeds of any of the foregoing, in any form, including insurance proceeds and any claims against third parties for loss or damage to or destruction of any or all of the foregoing.

(all of the property described in this paragraph (a) is herein collectively called the "Collateral").

- (b) The grants, assignments, transfers, mortgages, charges and security interests to and in favour of the Secured Party herein created are collectively called the "Security Interest".
- (c) The Security Interest granted hereby shall not extend or apply to, and the Collateral shall not include, the last day of the term of any lease or agreement therefor; however, the Debtor will hold such last day in trust for the Secured Party and upon the enforcement of the Security Interest the Debtor will assign the same as directed by the Secured Party.

- (d) The terms "accessions", "accounts", "chattel paper", "documents of title", "equipment", "goods", "instruments", "intangibles", "inventory", "investment property", "money", "proceeds", and "securities" (including any singular or plural variation of any of the foregoing) whenever used herein shall be interpreted pursuant to the respective meanings given to such words in the *Personal Property Security Act* (Ontario), as amended from time to time (the "PPSA").
- (e) The terms "certificated security", "entitlement holder", "entitlement order", "financial asset", "issuer", "limited liability company", "security", "security certificate", "securities account", "security entitlement", "securities intermediary" and "uncertificated security" (including any singular or plural variation of any of the foregoing) whenever used herein shall be interpreted pursuant to the respective meanings given to such words in the *Securities Transfer Act* (Ontario), as amended from time to time (the "STA"); provided that, when used herein, the terms "certificated security" and "uncertificated security" shall be understood to mean a certificated security or uncertificated security, as the case may be, that is held directly by and registered in the name of or endorsed to the Debtor and not a certificated security or uncertificated security to which the Debtor has a security entitlement.
- (f) Any reference hereinafter to the "Collateral" shall, unless the context otherwise requires, be deemed a reference to the "Collateral or any part thereof".
- (g) All capitalized terms used herein and not otherwise defined shall have the same meanings herein as are ascribed to such terms in the Loan Agreement.

2. INDEBTEDNESS SECURED

The Security Interest granted hereby secures payment and satisfaction of any and all obligations, indebtedness and liability of the Debtor to the Secured Party (including interest thereon), present or future, direct or indirect, absolute or contingent, matured or not, extended or renewed, wheresoever and howsoever incurred including, without limitation, pursuant to the Loan Agreement, and any ultimate unpaid balance thereof and whether the same is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again and whether the Debtor be bound alone or with another or others and whether as principal or surety (hereinafter collectively called the "Indebtedness"). If the Security Interest in the Collateral is not sufficient to satisfy all Indebtedness of the Debtor, the Debtor acknowledges and agrees that the Debtor shall continue to be liable for any Indebtedness remaining outstanding and the Secured Party shall be entitled to pursue full payment thereof.

3. REPRESENTATIONS AND WARRANTIES OF THE DEBTOR

The Debtor represents and warrants, and so long as this Security Agreement remains in effect shall be deemed to continuously represent and warrant, that:

- (a) the Collateral is owned by the Debtor free and clear of any and all liens, security interests, charges, leasehold interests or other encumbrances other than Permitted Encumbrances and that the Debtor's business operations, its records, and the

Collateral are all located at the locations specified in Schedule "B" attached hereto;

- (b) Schedule "B" sets forth accurate and true information regarding the Debtor and identifies all specific items of Collateral set forth in Schedule "B";
- (c) each agreement, if any, that the Debtor may enter into with a securities intermediary which governs any securities account included in the Collateral or to which any Collateral that is investment property may be credited will either (i) specify that the Province of Ontario is the security intermediary's jurisdiction for the purposes of the PPSA and the STA or (ii) is expressed to be governed by the laws of the Province of Ontario; and

4. COVENANTS OF THE DEBTOR

So long as this Security Agreement remains in effect, the Debtor covenants and agrees:

- (a) to defend the Collateral against the claims and demands of all other parties claiming the same or an interest therein; not to sell, exchange, transfer, assign, lease, or otherwise dispose of the Collateral or any interest therein without the prior written consent of the Secured Party; provided always that, until Default, the Debtor may, in the ordinary course of the Debtor's business, sell inventory;
- (b) to notify the Secured Party promptly of:
 - (i) any change in the information contained herein or in the Schedules hereto relating to the Debtor, the Debtor's business or the Collateral including without limitation:
 - A. any change in the name of the Debtor;
 - B. any change in the place of business of the Debtor or, if the Debtor has more than one place of business, in the chief executive office of the Debtor; and
 - C. any change in the location of the Collateral;
 - (ii) reserved;
 - (iii) the details of any material claims or material litigation affecting the Debtor or the Collateral; and
 - (iv) any material loss or material damage to the Collateral;
- (c) to keep the Collateral in good order, condition and repair and not to use the Collateral in violation of the provisions of this Security Agreement or any other agreement relating to the Collateral or any policy insuring the Collateral or any applicable statute, law, by-law, rule, regulation or ordinance;

- (d) to do, execute, acknowledge and deliver such financing statements and further assignments, transfers, documents, acts, matters and things as may be reasonably requested by the Secured Party of or with respect to the Collateral in order to give effect to this Security Agreement and to pay all costs for searches and filings in connection therewith; and, after the occurrence of an Event of Default under this Security Agreement, the Debtor hereby appoints the Secured Party or any officer or manager from time to time of the Secured Party the irrevocable attorney of the Debtor (with full power of substitution and delegation) to sign all documents and take such action as may be required to give effect to this provision;
- (e) to pay all taxes, rates, levies, assessments and other charges of every nature which may be lawfully levied, assessed or imposed against or in respect of the Debtor or the Collateral as and when the same become due and payable;
- (f) to insure the Collateral for such periods, in such amounts, on such terms and against loss or damage by fire and such other risks as the Secured Party shall reasonably require with loss payable, inter alia, to the Secured Party and the Debtor, as insureds, as their respective interests may appear, and to pay all premiums therefore;
- (g) to notify the Secured Party prior to initiating any insolvency proceeding, the effect of which would be to stay the Secured Party from enforcing security interests created by this Agreement.

5. COVENANTS OF THE DEBTOR - INVESTMENT PROPERTY

- (a) To enable the Secured Party to better perfect and protect its security interest in the investment property included in the Collateral, promptly upon request from time to time by the Secured Party, acting reasonably, the Debtor shall:
 - (i) deliver (or cause to be delivered) to the Secured Party, endorsed to the Secured Party or such nominee as it may direct and/or accompanied by such instruments of assignment and transfer in such form and substance as the Secured Party may reasonably request,
 - (A) any and all certificated securities included in or relating to the Collateral; and
 - (B) any instruments, letters of credit, documents of title and chattel paper included in or relating to the Collateral;
 - (ii) direct the issuer of any and all certificated securities included in or relating to the Collateral as the Secured Party may specify in its request to register the applicable security certificates in the name of the Secured Party or such nominee as it may direct;
 - (iii) direct the issuer of any and all uncertificated securities included in or relating to the Collateral as the Secured Party may specify in its request to

register the Secured Party or such nominee as it may direct as the registered owner of such uncertificated securities; and

- (iv) direct the securities intermediary for any security entitlements or securities accounts included in or relating to the Collateral as the Secured Party may specify in its request to transfer any or all of the financial assets to which such security entitlements or securities accounts relate to such securities account or securities accounts as the Secured Party may specify such that the Secured Party shall become the entitlement holder with respect to such financial assets or the Person entitled to exercise all rights with respect to such securities account.
- (b) Promptly upon request from time to time by the Secured Party, acting reasonably, the Debtor shall give its consent in writing to:
- (i) the entering into by any issuer of any uncertificated securities included in or relating to the Collateral as the Secured Party may specify in its request of a Control Agreement (as hereinafter defined) with the Secured Party in respect of such uncertificated securities, which consent may be incorporated into an agreement to which such issuer, the Secured Party and the Debtor are parties; and
 - (ii) the entering into by any securities intermediary for any securities accounts or security entitlements included in or relating to the Collateral as the Secured Party may specify in its request, of a Control Agreement with the Agent in respect of such securities accounts or securities entitlement, which consent may be incorporated into an agreement to which such securities intermediary, the Secured Party and the Debtor are parties.
- (c) The Debtor covenants that it will not consent to, and represents and warrants to the Secured Party that it has not heretofore consented to:
- (i) the entering into by any issuer of any uncertificated securities included in or relating to the Collateral of a Control Agreement that remains in effect at the date hereof in respect of such uncertificated securities with any person other than the Secured Party or such nominee or agent as it may direct; or
 - (ii) the entering into by any securities intermediary for any securities accounts or security entitlements included in or relating to the Collateral of a Control Agreement that remains in effect at the date hereof with respect to such securities accounts or security entitlements with any Person other than the Secured Party or such nominee or agent as it may direct.
- (d) The Debtor shall not enter into any agreement with any securities intermediary that governs any securities account included in or relating to any Collateral that specifies any such securities intermediary's jurisdiction to be a jurisdiction other than the Province of Ontario for the purposes of the STA or which is governed by

the laws of a jurisdiction other than the Province of Ontario or consent to any amendment to any such agreement that would change such securities intermediary's jurisdiction to a jurisdiction other than the Province of Ontario for the purposes of the STA or its governing law to a jurisdiction other than the Province of Ontario unless it has given the Secured Party at least forty-five (45) days notice of any such agreement or amendment.

- (c) In the event that the Debtor hereafter acquires an interest in any partnership or limited liability company, it will use its best efforts to cause such partnership or limited liability company to declare, pursuant to its constating documents, such interests to be "securities" for the purposes of the STA.
- (f) For the purposes of this Agreement, the term "Control Agreement" means:
 - (i) with respect to any uncertificated securities included in the Collateral, any agreement between the issuer of such uncertificated securities and another Person whereby such issuer agrees to comply with instructions that are originated by such Person in respect of such uncertificated securities, without the further consent of the Debtor; and
 - (ii) with respect to any securities accounts or security entitlements included in the Collateral, an agreement between the securities intermediary in respect of such securities accounts or security entitlements and another Person to comply with any entitlement orders with respect to such securities accounts or security entitlements that are originated by such Person, without the further consent of the Debtor.

6. RIGHTS OF THE SECURED PARTY – INVESTMENT PROPERTY

- (a) The Secured Party shall have the right to have any uncertificated securities or certificated securities included in the Collateral registered in its name or in the name of its nominee; and for such purpose, the Debtor shall comply with Section 5(a) or 5(b) hereof, as applicable, upon the request of the Secured Party.
- (b) The Secured Party shall have the right to become or have its nominee become the entitlement holder with respect to any security entitlements or investment property included in the Collateral; and for such purpose the Debtor shall comply with Section 5(a) hereof upon the request of the Secured Party.
- (c) As the registered holder of any uncertificated securities or certificated securities or the entitlement holder with respect to any investment property included in the Collateral, the Secured Party shall be entitled but not bound by or required to exercise any of the rights that any holder of such securities or such entitlement holder may at any time have. The Secured Party will not be responsible for any loss occasioned by its exercise of any such rights or by its failure to exercise the same within the time limited for the exercise thereof.

7. VERIFICATION OF COLLATERAL

The Secured Party shall have the right at any time, and from time to time, to verify the existence and state of the Collateral in any manner the Secured Party may consider appropriate and the Debtor agrees to furnish all assistance and information and to perform all such acts as the Secured Party may request in connection therewith and for such purpose to grant to the Secured Party or its agents access to all places where the Collateral may be located and to all premises occupied by the Debtor.

8. COLLECTION OF ACCOUNTS

After the occurrence of an Event of Default of the Debtor under this Security Agreement, the Secured Party may directly notify all or any account debtors (including but not limited to debtors of consumer loans and non-consumer loans made to such debtors by the Debtor and/or made by others and purchased or otherwise acquired by the Debtor), of the Security Interest and may also direct such account debtors to make all payments on accounts, loans, chattel paper, documents of title, instruments, intangibles, money, securities and all other investment property forming part of the Collateral directly to the Secured Party. The Debtor acknowledges that any payments on accounts, loans, chattel paper, documents of title, instruments, intangibles, money, securities and all other investment property forming part of the Collateral or other proceeds of the Collateral received by the Debtor from account debtors or other parties, whether before or after notification of the Security Interest to account debtors and whether before or after the occurrence of an Event of Default under this Security Agreement, shall be received and held by the Debtor in trust for the Secured Party and shall be turned over to the Secured Party forthwith upon request by the Secured Party.

9. DISPOSITION OF AMOUNTS

Subject to any applicable requirements of the PPSA and to the rights of the Secured Party or any Receiver (as hereinafter defined) under this Security Agreement or the PPSA or other provisions of law to make deductions in respect of costs, charges and expenses or to apply costs, charges and expenses as a first or prior charge on the proceeds of realization, collection or disposition of the Collateral, all amounts collected or received by the Secured Party or any Receiver pursuant to or in exercise of any right it possesses with respect to the Collateral shall be applied on account of the Indebtedness in such manner as the Secured Party, in its sole discretion, deems best or, at the option of the Secured Party, may be held unappropriated in a collateral account or released to the Debtor, all without prejudice to the liability of the Debtor or the rights of the Secured Party or any Receiver hereunder, and any surplus shall be accounted for as required by law.

10. EVENTS OF DEFAULT

The Debtor shall be in default under this Security Agreement (an "Event of Default") upon the occurrence of an Event of Default as such term is defined in the Loan Agreement;

11. ACCELERATION

Upon the occurrence of an Event of Default under this Security Agreement or at any time thereafter, the Secured Party, in its sole discretion, may declare all or any part of the Indebtedness which is not by its terms payable on demand to be immediately due and payable,

without demand or notice of any kind. The provisions of this Security Agreement are not intended in any way to and shall not affect any rights of the Secured Party with respect to any indebtedness which may now or hereafter be payable on demand.

12. REMEDIES

- (a) Upon the occurrence of an Event of Default under this Security Agreement or at any time thereafter and in accordance with applicable law, the Secured Party may appoint or reappoint by instrument in writing, any person or persons, whether an officer or officers or an employee or employees of the Secured Party or not, to be a receiver or receivers (hereinafter called a "Receiver", which term when used herein shall include a receiver and manager) of the Collateral (including any interest, income or profits therefrom) and may remove any Receiver so appointed and appoint another in his stead. Any such Receiver shall, so far as concerns responsibility for his acts, be deemed the agent of the Debtor and not the Secured Party, and the Secured Party shall not be in any way responsible for any misconduct, negligence, or nonfeasance on the part of any such Receiver, his servants, agents or employees. The Secured Party may from time to time fix the Receiver's remuneration. Subject to the provisions of the instrument appointing him, any such Receiver shall have power to take possession of the Collateral, to preserve the Collateral or its value, to carry on or concur in carrying on all or any part of the business of the Debtor and to sell, lease or otherwise dispose of or concur in selling, leasing or otherwise disposing of the Collateral (in its existing condition or after any repair, processing or preparation for disposition) in such manner, at such time or times and place or places, for such consideration and upon such terms and conditions as to the Receiver may seem reasonable including terms for deferred payment. To facilitate the foregoing powers, any such Receiver may, to the exclusion of all others, including the Debtor, enter, use and occupy all premises owned or occupied by the Debtor wherein the Collateral may be situate, maintain Collateral upon such premises, borrow money on a secured or unsecured basis and use the Collateral directly in carrying on the Debtor's business or as security for loans or advances or other credit to enable him to carry on the Debtor's business or otherwise, as such Receiver shall, in his discretion, determine. Except as may be otherwise directed by the Secured Party, all amounts received from time to time by such Receiver in carrying out his appointment shall be received in trust for and paid over to the Secured Party. Every such Receiver may, in the discretion of the Secured Party, be vested with all or any of the rights and powers of the Secured Party.
- (b) Upon an Event of Default under this Security Agreement or at any time thereafter, the Secured Party may make application to a court of competent jurisdiction for the appointment of a Receiver.
- (c) Upon an Event of Default under this Security Agreement or at any time thereafter, the Secured Party may, either directly or through its agents or nominees, exercise any or all of the powers and rights which could be available to a Receiver appointed pursuant to the foregoing subclause (a).

- (d) The Secured Party may take possession of, collect, demand, sue on, enforce, recover and receive the Collateral and give valid and binding receipts and discharges therefor and in respect thereof and, upon default or at any time thereafter, the Secured Party may sell, lease or otherwise dispose of the Collateral (in its existing condition or after any repair, processing, or preparation for disposition) in such manner, at such time or times and place or places, for such consideration and upon such terms and conditions as to the Secured Party may seem reasonable including terms for deferred payment.
- (e) In addition to those rights granted herein and in any other agreement now or hereafter in effect between the Debtor and the Secured Party and in addition to any other rights the Secured Party or any Receiver may have at law or in equity, the Secured Party shall have, both before and after default, all rights and remedies of a secured party under the PPSA and the Receiver shall have all rights and remedies of a secured party under and to the extent provided in the PPSA. Provided always that, the Secured Party or any Receiver shall not be liable or accountable for any failure to exercise its remedies, take possession of, collect, enforce, realize, sell, lease, or otherwise dispose of the Collateral or to institute any proceedings for such purposes. Furthermore, neither the Secured Party nor any Receiver shall have any obligation to take any steps to preserve rights against other parties to any security, instrument or chattel paper whether the Collateral or proceeds and whether or not in the Secured Party's or Receiver's possession and shall not be liable or accountable for failure to do so.
- (f) The Debtor acknowledges that the Secured Party or any Receiver may take possession of the Collateral wherever it may be located and by any method permitted by law and the Debtor agrees, upon request from the Secured Party or any such Receiver, to assemble and deliver possession of the Collateral at such place or places as directed.
- (g) The Debtor agrees to pay all costs, charges and expenses reasonably incurred by the Secured Party or any Receiver, whether directly or for services rendered (including reasonable solicitor's and auditor's costs and other legal expenses and Receiver remuneration), in operating any accounts of the Debtor with the Secured Party, in discharging or satisfying any Encumbrances, borrowings, taxes and other outgoings affecting the Collateral, in keeping in good standing any Encumbrances on the Collateral ranking in priority to the Security Interest created by this Security Agreement, in preparing or enforcing this Security Agreement, in taking custody of, holding, preserving, repairing, processing, preparing for sale, lease or other disposition and selling, leasing or otherwise disposing of the Collateral, in carrying on the business of the Debtor and in enforcing or collecting the Indebtedness; and the Debtor further agrees that all such costs, charges and expenses, together with any amounts owing as a result of any borrowing by the Secured Party or any Receiver, as permitted hereby, shall be a first and prior charge on the proceeds of realization, collection or disposition of the Collateral and shall be secured hereby.

- (h) The Secured Party will give the Debtor such notice or notices, if any, with respect to the disposition of the Collateral as may be required by the PPSA.
- (i) The Receiver and the Secured Party shall have power to make any sale, lease or other disposition of the Collateral as contemplated above in the name and on behalf of the Debtor or otherwise and the Receiver or any officer or manager from time to time of the Secured Party is hereby appointed the irrevocable attorney of the Debtor (with full powers of substitution and delegation) for the purpose of making any such sale, lease or other disposition and of executing agreements or documents and taking such action required to complete the same.
- (j) All remedies of the Secured Party at law and hereunder shall be cumulative and not in the alternative.

13. MISCELLANEOUS

- (a) The Debtor hereby authorizes the Secured Party to file such financing statements and other documents and do such acts, matters and things from time to time (including, without limitation, completing and adding or supplementing schedules hereto) as the Secured Party may deem appropriate to perfect and continue the Security Interest, to protect and preserve the Collateral and to realize upon the Security Interest and the Debtor hereby irrevocably constitutes and appoints any officer or manager from time to time of the Secured Party the true and lawful attorney of the Debtor, with full power of substitution and delegation, to do any of the foregoing in the name of the Debtor whenever and wherever it may be deemed necessary or expedient.
- (b) Without limiting any other right of the Secured Party, whenever the Indebtedness is immediately due and payable or the Secured Party has the right to declare the Indebtedness to be immediately due and payable (whether or not it has so declared), the Secured Party may, in its sole discretion, set off against Indebtedness any and all amounts then owed to the Debtor by the Secured Party in any capacity, whether or not due, and the Secured Party shall be deemed to have exercised such right to set off immediately at the time of making its decision to do so even though any charge therefor is made or entered on the Secured Party's records subsequent thereto.
- (c) Upon the Debtor's failure to perform any of its obligations hereunder, the Secured Party may, but shall not be obligated to, perform any or all of such obligations, and the Debtor shall pay to the Secured Party, forthwith upon written demand therefor, an amount equal to the expense incurred by the Secured Party in so doing plus interest thereon from the date such expense is incurred until it is paid at the rate set out in the Loan Agreement, without duplication, which amount and interest thereon shall be included in the Indebtedness secured hereby.
- (d) The Secured Party may grant extensions of time and other indulgences, take and give up security, accept compositions, compound, compromises, settle, grant

releases and discharges and otherwise deal with the Debtor, debtors of the Debtor, sureties and others and with the Collateral and other security as the Secured Party may see fit without prejudice to the liability of the Debtor or the Secured Party's right to hold and realize the Security Interest. Furthermore, upon an Event of Default under this Security Agreement or at any time thereafter, the Secured Party may demand, collect and sue on the Collateral in either the Debtor's or the Secured Party's name, at the Secured Party's option, to preserve the Collateral or its value or for any other reason and in such manner as the Secured Party considers appropriate, and may endorse the Debtor's name on any and all cheques, commercial paper, and any other instruments pertaining to or constituting the Collateral.

- (e) No delay or omission by the Secured Party in exercising any right or remedy hereunder or with respect to any Indebtedness shall operate as a waiver thereof or of any other right or remedy, and no single or partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any other right or remedy. Furthermore, the Secured Party may remedy any default by the Debtor hereunder or with respect to any Indebtedness in any reasonable manner without waiving the default remedied and without waiving any other prior or subsequent default by the Debtor. No remedy herein conferred upon or reserved to the Secured Party is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to every other right and remedy given hereunder or now existing or hereafter to exist at law, in equity or by statute or pursuant to any other agreement or instrument between the Debtor and the Secured Party that may be in effect from time to time.
- (f) The Debtor waives protest of any Instrument constituting Collateral at any time held by the Secured Party on which the Debtor is in any way liable and notice of any other action taken by the Secured Party.
- (g) In any action brought by an assignee of any interest of the Secured Party in this Security Agreement and the Security Interest or any part thereof to enforce any rights hereunder, the Debtor shall not assert against the assignee any set-off, claim or defence which the Debtor now has or hereafter may have against the Secured Party.
- (h) Except for any supplements or other schedules which may be added hereto pursuant to the provisions hereof, no modification, variation or amendment of any provision of this Security Agreement shall be made except by a written Agreement executed by the parties hereto and no waiver of any provision hereof shall be effective unless in writing.
- (i) Whenever either party hereto is required or entitled to notify or direct the other or to make a demand or request upon the other, such notice, direction, demand or request shall be in writing and shall be sufficiently given if delivered to the party for whom it is intended at the principal address of such party set forth below or as changed pursuant hereto or if sent by prepaid registered mail addressed to the

party for whom it is intended at the principal address of such party set forth below or as changed pursuant hereto:

- (i) If to the Secured Party:

Callidus Capital Corporation
181 Bay Street, Suite 4620
Bay Wellington Tower
Brookfield Place
P.O. Box 792
Toronto, ON M5J 2T3
Attention: COO
Facsimile: 416.941.9876

- (ii) If to the Debtor:

The Management Company at Forest Park Medical Center, LLC
2101 Cedar Springs Road, Suite 1540
Dallas, Texas 75201
Attn: CEO

Any notice given by registered mail shall be deemed to have been received by the party to whom the same is addressed on the fifth (5th) Business Day (as hereinafter defined) following the date upon which such notice sent by registered mail has been deposited with the appropriate post office, postage and cost of registration prepaid; provided that any of the parties hereto may change the addressee designated to it from time to time by notice in writing to the other parties. In the event of an interruption in postal service, any notice shall be made by personal service or facsimile. Any notice given by personal service or facsimile shall be deemed to have been received by the party to whom it so delivered on the actual date of delivery or confirmation of facsimile receipt. For the purposes of this Security Agreement, "Business Day" means any day other than a Saturday or Sunday or any other day on which banks are closed for business in Toronto, Ontario or New York, New York.

- (j) This Security Agreement and the Security Interest created hereby are in addition to and not in substitution for any other security now or hereafter held by the Secured Party and is, and is intended to be a continuing Security Agreement and Security Interest.
- (k) This Security Agreement shall not merge in any subsequent security or be taken to be a substitute for any security of any nature whatsoever held by the Secured Party from the Debtor. It is further agreed that the taking of this Security Agreement shall not operate as a merger of the remedies of the Secured Party for payment, satisfaction or performance of the Indebtedness or of the remedies of the Secured Party under any other agreement and notwithstanding this Security

Agreement and anything herein contained the said remedies shall remain available and be capable of enforcement against the Debtor and all other persons liable in respect thereof in the same manner and to the same extent as if this Security Agreement had not been made.

- (l) The headings used in this Security Agreement are for convenience only and are not to be considered as part of this Security Agreement and do not in any way limit or amplify the terms and provisions of this Security Agreement.
- (m) When the context so requires, the singular number shall be read as if the plural were expressed and vice versa and any reference to gender shall include the masculine, feminine, and neuter gender.
- (n) In the event any provisions of this Security Agreement, as amended from time to time, shall be deemed invalid or void, in whole or in part, by any Court of competent jurisdiction, the remaining terms and provisions of this Security Agreement shall remain in full force and effect.
- (o) Nothing herein contained shall in any way obligate the Secured Party to grant, continue, renew, extend time for payment of or accept anything which constitutes or would constitute indebtedness or to make any advance to or to provide any credit accommodation for the Debtor.
- (p) The Security Interest created hereby is intended to attach (i) to existing Collateral when this Security Agreement is signed by the Debtor and delivered to the Secured Party, and (ii) to Collateral subsequently acquired by the Debtor immediately upon the Debtor acquiring any rights in such Collateral. The Debtor and the Secured Party do not intend to postpone the attachment of any Security Interest created by this Security Agreement.
- (q) This Security Agreement and the transactions evidenced hereby shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein as the same may from time to time be in effect, including, where applicable, the PPSA. The Debtor and the Secured Party irrevocably consent and submit to the non-exclusive jurisdiction of the courts of the Province of Ontario and waive any objection based on venue or forum non conveniens with respect to any action instituted therein arising under this Security Agreement or in any way connected with or related or incidental to the dealings of the parties hereto in respect of this Security Agreement or the transactions related hereto, in each case whether now existing or hereafter arising, and whether in contract, tort, equity or otherwise, and agree that any dispute with respect to any such matters shall be heard only in the courts described above (except that the Secured Party shall have the right to bring or respond to any action or proceeding against the Debtor or its respective property in the courts of any other jurisdiction which the Secured Party deems necessary or appropriate in order to realize on the Collateral or to otherwise enforce its rights against the Debtor or its respective property).

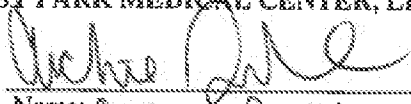
- (r) Time shall be of the essence of this Security Agreement.
- (s) This Security Agreement shall enure to the benefit of and be binding upon the Secured Party and the Debtor and their respective successors and assigns; provided the Debtor will not assign this Security Agreement without the Secured Party's prior written consent.
- (t) Notwithstanding anything herein to the contrary, to the extent that the provisions of the PPSA impose obligations upon or restrict the rights or remedies herein contained operating in favour of the Secured Party, and which have been waived or varied by the Debtor herein, whether expressly or by implication, but which are by the provisions of the PPSA incapable of waiver or variance by the Debtor, the provisions of the PPSA shall govern and the affected provisions hereof shall be deemed to be amended to the extent necessary to give effect to the said provisions of the PPSA without in any way affecting any other provision or provisions herein.
- (u) The Debtor hereby acknowledges receipt of a copy of this Security Agreement.
- (v) This Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed by be an original and all of which taken together shall constitute one and the same agreement. Delivery by facsimile or by electronic transmission in portable document format (PDF) of an executed counterpart of this Security Agreement is as effective as delivery of an originally executed counterpart of this Security Agreement.
- (w) The Debtor hereby authorizes the Secured Party to file such financing statements and other documents and do such other acts, matters and things from time to time as the Secured Party may deem appropriate, in its sole discretion, to perfect and continue any security interest granted hereunder, and the Debtor hereby irrevocably constitutes and appoints any officer or manager from time to time of the Secured Party the true and lawful attorney of the Debtor, with full power of substitution and delegation, to do any of the foregoing in the name of the Debtor whenever and wherever it may be deemed necessary or expedient by the Secured Party, in its sole discretion. The Debtor hereby waives its right under the PPSA to receive a printed copy of any financing statement or financing change statement relating to this Security Agreement or any verification statement or other statement used by the Registrar (as defined in the PPSA) to confirm the registration of any such financing statement or financing change statement.
- (x) The parties hereby affirm and acknowledge that if there exists any inconsistency between the provisions of this Security Agreement and the provisions of the Loan Agreement, the provisions of the Loan Agreement shall, to the extent of such inconsistency, prevail.

- (x) The parties hereby affirm and acknowledge that if there exists any inconsistency between the provisions of this Security Agreement and the provisions of the Loan Agreement, the provisions of the Loan Agreement shall, to the extent of such inconsistency, prevail.

IN WITNESS WHEREOF the Debtor has executed this Security Agreement as of the date first above written.

FOREST PARK MEDICAL CENTER, LLC

Per:


Name: Archie Drake
Title: Authorized Representative

I have authority to bind the Corporation

SCHEDULE "A"
INTELLECTUAL PROPERTY

Trademarks
See Attached

Copyrights
None

Patents
None

Licenses
See Attached



FOREST PARK MEDICAL CENTER

DALLAS

PERFECTION CERTIFICATE - ITEM #21 Trademarks, Trade Names and Service Marks

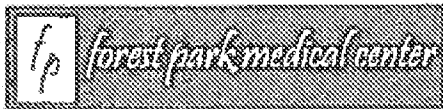
Registered Marks

Mark	Registration No.	Registration Date
FOREST PARK MEDICAL CENTER	4018899	August 30, 2011

Common Law Marks

forestparkmedical.com

forestparkmc.com





DALLAS

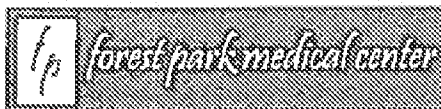
Registered Marks

Mark	Registration No.	Registration Date
FOREST PARK MEDICAL CENTER	4018899	August 30, 2011

Common Law Marks

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United States of America

United States Patent and Trademark Office

FOREST PARK MEDICAL CENTER

Reg. No. 4,018,899

Registered Aug. 30, 2011

Int. Cl.: 44

SERVICE MARK

PRINCIPAL REGISTER

FOREST PARK MEDICAL CENTER, LLC (TEXAS LIMITED LIABILITY COMPANY)
11990 NORTH CENTRAL EXPRESSWAY
DALLAS, TX 75243

FOR: HOSPITAL, HEALTH CARE, AND MEDICAL SERVICES; EMERGENCY MEDICAL ASSISTANCE; MEDICAL CLINICS; MEDICAL COUNSELING; PROVIDING MEDICAL INFORMATION; AND MEDICAL TESTING FOR DIAGNOSTIC OR TREATMENT PURPOSES, IN CLASS 44 (U.S. CLS. 100 AND 101).

FIRST USE 7-13-2007; IN COMMERCE 7-13-2007.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "MEDICAL CENTER", APART FROM THE MARK AS SHOWN.

SER. NO. 85-224,460, FILED 1-24-2011.

KATHERINE CONNOLLY, EXAMINING ATTORNEY



David J. Kappas

Director of the United States Patent and Trademark Office

**REQUIREMENTS TO MAINTAIN YOUR FEDERAL
TRADEMARK REGISTRATION**

**WARNING: YOUR REGISTRATION WILL BE CANCELLED IF YOU DO NOT FILE THE
DOCUMENTS BELOW DURING THE SPECIFIED TIME PERIODS.**

Requirements in the First Ten Years*

What and When to File:

- * **First Filing Deadline:** You must file a Declaration of Use (or Excusable Nonuse) between the 5th and 6th years after the registration date. See 15 U.S.C. §§1058, 1141k. If the declaration is accepted, the registration will continue in force for the remainder of the ten-year period, calculated from the registration date, unless cancelled by an order of the Commissioner for Trademarks or a federal court.
- * **Second Filing Deadline:** You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between the 9th and 10th years after the registration date.* See 15 U.S.C. §1059.

Requirements in Successive Ten-Year Periods*

What and When to File:

- * You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between every 9th and 10th-year period, calculated from the registration date.*

Grace Period Filings*

The above documents will be accepted as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

**The United States Patent and Trademark Office (USPTO) will NOT send you any future notice or
reminder of these filing requirements.**

***ATTENTION MADRID PROTOCOL REGISTRANTS:** The holder of an international registration with an extension of protection to the United States under the Madrid Protocol must timely file the Declarations of Use (or Excusable Nonuse) referenced above directly with the USPTO. The time periods for filing are based on the U.S. registration date (not the international registration date). The deadlines and grace periods for the Declarations of Use (or Excusable Nonuse) are identical to those for nationally issued registrations. See 15 U.S.C. §§1058, 1141k. However, owners of international registrations do not file renewal applications at the USPTO. Instead, the holder must file a renewal of the underlying international registration at the International Bureau of the World Intellectual Property Organization, under Article 7 of the Madrid Protocol, before the expiration of each ten-year term of protection, calculated from the date of the international registration. See 15 U.S.C. §1141j. For more information and renewal forms for the international registration, see <http://www.wipo.int/madrid/en/>.

NOTE: Fees and requirements for maintaining registrations are subject to change. Please check the USPTO website for further information. With the exception of renewal applications for registered extensions of protection, you can file the registration maintenance documents referenced above online at <http://www.uspto.gov>.

LICENSE AGREEMENT

This LICENSE AGREEMENT (the "Agreement") is entered into effective as of the ~~15~~ day of June, 2013, between Forest Park Medical Center, LLC, a Texas limited liability company located and doing business at 11990 North Central Expressway, Dallas, Texas (the "Licensor"), and Forest Park Medical Center at Fort Worth, LLC, a Texas limited liability company located and doing business at 12222 N. Central Expressway, Suite 440, Dallas, Texas (the "Licensee").

WITNESSETH:

WHEREAS, Licensor is the owner of the entire right, title and interest in and to the registered and common law trademarks and service marks, as well as any associated pending applications and registrations, listed in Schedule A (the "Marks");

WHEREAS, Licensee is desirous of using the Marks in the United States of America (hereinafter referred to as the "Territory") in connection with hospital, health care, and medical services and related products (hereinafter referred to as the "Field");

NOW, THEREFORE, in consideration of the mutual terms and conditions herein, Ten and no/100 Dollars (\$10.00) and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged by each of the parties hereto, the parties hereto hereby agree as follows:

1. *License.* Licensor hereby grants to Licensee a non-exclusive, royalty-free right and license to use under the common law and under the auspices and privileges provided by any state or federal registration covering the same during the term of this Agreement, to use the Marks in the Territory and in the Field through any and all means and in any and all media (including without limitation on the internet, as well as on and in advertisements, marketing materials, solicitation materials, promotional materials, emails, and email addresses), on and/or in connection with the sale and/or providing of products and in connection with the performance of services.

2. *Quality of Products and Services.* Licensee shall use the Marks in accordance with guidance and directions furnished to Licensee by Licensor or its representatives or agents. Licensee shall permit duly authorized representatives of Licensor to inspect Licensee's premises and any specimens bearing the Marks at all reasonable times, for the purpose of ascertaining or determining compliance with this section. The quality of the products and services shall be satisfactory to Licensor as specified by it at all times.

3. *Extent of License.* The license herein granted shall not be assignable or transferable in any manner whatsoever, nor shall Licensee have the right to grant any sublicenses, except by prior written consent of Licensor, which consent shall be at the absolute discretion of Licensor.

4. *Termination.* Except as otherwise provided herein, this Agreement shall remain in full force and effect for a period of three (3) years from the effective date hereof, but this Agreement shall be automatically renewed for additional successive one (1) year terms upon

each anniversary date of this Agreement unless either party gives the other written notice of intent to terminate not less than thirty (30) days prior to the expiration of the then-current term. Licensor may terminate this Agreement at any time upon not less than thirty (30) days prior written notice to such effect to Licensee.

5. *Ownership of the Marks.* Licensee and Licensor hereby acknowledge the right, title and interest of Licensor in and to the Marks and any registrations or applications that have been or may hereafter be filed or issued thereon or relating thereto. On termination of this Agreement in any manner provided herein, Licensee will cease and desist from all use of the Marks; provided, however, Licensee shall have a period of sixty (60) days following termination of this Agreement to sell, alter, or otherwise dispose of any and all products, signage, and promotional or advertising materials bearing any of the Marks.

6. *Entire Agreement.* This Agreement together with any documents to be delivered pursuant hereto constitute the entire Agreement between the parties hereto pertaining to the subject matter hereof and supersede all prior agreements, understandings, negotiations, and discussions, whether oral or written, of or by and between the parties hereto in respect of such subject matter and may not be amended except by a written instrument hereafter signed by each of the parties hereto.

7. *Binding Agreement.* This Agreement is binding upon, and inures to the benefit of, the parties, and their respective successors and assignees. Nothing in this Agreement, expressed or implied, is intended to confer on any person, other than the parties or their respective successors and assignees, any rights, remedies, or liabilities under this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives effective as of the day and year first above written.

LICENSOR:

By: 

Name: Cindy Bledsoe

Title: Chief Executive Officer

LICENSEE:

By: 

Name: Wilton M. Burt

Title: Manager

Schedule A

Registered Marks

Mark	Registration No.	Registration Date
FOREST PARK MEDICAL CENTER	4018899	August 30, 2011

Common Law Marks

forestparkmedical.com

forestparkmc.com



LICENSE AGREEMENT

This LICENSE AGREEMENT (the "Agreement") is entered into effective as of the ~~1st~~ day of June, 2013, between Forest Park Medical Center, LLC, a Texas limited liability company located and doing business at 11990 North Central Expressway, Dallas, Texas (the "Licensor"), and Forest Park Medical Center at Frisco, LLC, a Texas limited liability company located and doing business at 5500 Frisco Square Blvd., Frisco, Texas (the "Licensee").

WITNESSETH:

WHEREAS, Licensor is the owner of the entire right, title and interest in and to the registered and common law trademarks and service marks, as well as any associated pending applications and registrations, listed in Schedule A (the "Marks");

WHEREAS, Licensee is desirous of using the Marks in the United States of America (hereinafter referred to as the "Territory") in connection with hospital, health care, and medical services and related products (hereinafter referred to as the "Field");

NOW, THEREFORE, in consideration of the mutual terms and conditions herein, Ten and no/100 Dollars (\$10.00) and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged by each of the parties hereto, the parties hereto hereby agree as follows:

1. *License.* Licensor hereby grants to Licensee a non-exclusive, royalty-free right and license to use under the common law and under the auspices and privileges provided by any state or federal registration covering the same during the term of this Agreement, to use the Marks in the Territory and in the Field through any and all means and in any and all media (including without limitation on the internet, as well as on and in advertisements, marketing materials, solicitation materials, promotional materials, emails, and email addresses), on and/or in connection with the sale and/or providing of products and in connection with the performance of services.

2. *Quality of Products and Services.* Licensee shall use the Marks in accordance with guidance and directions furnished to Licensee by Licensor or its representatives or agents. Licensee shall permit duly authorized representatives of Licensor to inspect Licensee's premises and any specimens bearing the Marks at all reasonable times, for the purpose of ascertaining or determining compliance with this section. The quality of the products and services shall be satisfactory to Licensor as specified by it at all times.

3. *Extent of License.* The license herein granted shall not be assignable or transferable in any manner whatsoever, nor shall Licensee have the right to grant any sublicenses, except by prior written consent of Licensor, which consent shall be at the absolute discretion of Licensor.

4. *Termination.* Except as otherwise provided herein, this Agreement shall remain in full force and effect for a period of three (3) years from the effective date hereof, but this Agreement shall be automatically renewed for additional successive one (1) year terms upon

each anniversary date of this Agreement unless either party gives the other written notice of intent to terminate not less than thirty (30) days prior to the expiration of the then-current term. Licensors may terminate this Agreement at any time upon not less than thirty (30) days prior written notice to such effect to Licensee.

5. *Ownership of the Marks.* Licensee and Licensors hereby acknowledge the right, title and interest of Licensors in and to the Marks and any registrations or applications that have been or may hereafter be filed or issued thereon or relating thereto. On termination of this Agreement in any manner provided herein, Licensee will cease and desist from all use of the Marks; provided, however, Licensee shall have a period of sixty (60) days following termination of this Agreement to sell, alter, or otherwise dispose of any and all products, signage, and promotional or advertising materials bearing any of the Marks.

6. *Entire Agreement.* This Agreement together with any documents to be delivered pursuant hereto constitute the entire Agreement between the parties hereto pertaining to the subject matter hereof and supersede all prior agreements, understandings, negotiations, and discussions, whether oral or written, of or by and between the parties hereto in respect of such subject matter and may not be amended except by a written instrument hereafter signed by each of the parties hereto.

7. *Binding Agreement.* This Agreement is binding upon, and inures to the benefit of, the parties, and their respective successors and assignees. Nothing in this Agreement, expressed or implied, is intended to confer on any person, other than the parties or their respective successors and assignees, any rights, remedies, or liabilities under this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives effective as of the day and year first above written.

LICENSOR:

By: Cindy Bledsoe
Name: Cindy Bledsoe
Title: Chief Executive Officer

LICENSEE:

By: _____
Name: Julie Camp
Title: Chief Executive Officer

each anniversary date of this Agreement unless either party gives the other written notice of intent to terminate not less than thirty (30) days prior to the expiration of the then-current term. Licensor may terminate this Agreement at any time upon not less than thirty (30) days prior written notice to such effect to Licensee.

5. *Ownership of the Marks.* Licensee and Licensor hereby acknowledge the right, title and interest of Licensor in and to the Marks and any registrations or applications that have been or may hereafter be filed or issued thereon or relating thereto. On termination of this Agreement in any manner provided herein, Licensee will cease and desist from all use of the Marks; provided, however, Licensee shall have a period of sixty (60) days following termination of this Agreement to sell, alter, or otherwise dispose of any and all products, signage, and promotional or advertising materials bearing any of the Marks.

6. *Entire Agreement.* This Agreement together with any documents to be delivered pursuant hereto constitute the entire Agreement between the parties hereto pertaining to the subject matter hereof and supersede all prior agreements, understandings, negotiations, and discussions, whether oral or written, of or by and between the parties hereto in respect of such subject matter and may not be amended except by a written instrument hereafter signed by each of the parties hereto.

7. *Binding Agreement.* This Agreement is binding upon, and inures to the benefit of, the parties, and their respective successors and assignees. Nothing in this Agreement, expressed or implied, is intended to confer on any person, other than the parties or their respective successors and assignees, any rights, remedies, or liabilities under this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives effective as of the day and year first above written.

LICENSOR:

By: Cindy Bledsoe
Name: Cindy Bledsoe
Title: Chief Executive Officer

LICENSEE:

By: Julie Camp
Name: Julie Camp
Title: Chief Executive Officer

Schedule A

Registered Marks

Mark	Registration No.	Registration Date
FOREST PARK MEDICAL CENTER	4018899	August 30, 2011

Common Law Marks

forestparkmedical.com

forestparkmc.com



LICENSE AGREEMENT

This LICENSE AGREEMENT (the "Agreement") is entered into effective as of the ~~1st~~ day of June, 2013, between Forest Park Medical Center, LLC, a Texas limited liability company located and doing business at 11990 North Central Expressway, Dallas, Texas (the "Licensor"), and Forest Park Medical Center at San Antonio, LLC, a Texas limited liability company located and doing business at 12222 N. Central Expressway, Suite 440, Dallas, Texas (the "Licensee").

WITNESSETH:

WHEREAS, Licensor is the owner of the entire right, title and interest in and to the registered and common law trademarks and service marks, as well as any associated pending applications and registrations, listed in Schedule A (the "Marks");

WHEREAS, Licensee is desirous of using the Marks in the United States of America (hereinafter referred to as the "Territory") in connection with hospital, health care, and medical services and related products (hereinafter referred to as the "Field");

NOW, THEREFORE, in consideration of the mutual terms and conditions herein, Ten and no/100 Dollars (\$10.00) and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged by each of the parties hereto, the parties hereto hereby agree as follows:

1. *License.* Licensor hereby grants to Licensee a non-exclusive, royalty-free right and license to use under the common law and under the auspices and privileges provided by any state or federal registration covering the same during the term of this Agreement, to use the Marks in the Territory and in the Field through any and all means and in any and all media (including without limitation on the internet, as well as on and in advertisements, marketing materials, solicitation materials, promotional materials, emails, and email addresses), on and/or in connection with the sale and/or providing of products and in connection with the performance of services.

2. *Quality of Products and Services.* Licensee shall use the Marks in accordance with guidance and directions furnished to Licensee by Licensor or its representatives or agents. Licensee shall permit duly authorized representatives of Licensor to inspect Licensee's premises and any specimens bearing the Marks at all reasonable times, for the purpose of ascertaining or determining compliance with this section. The quality of the products and services shall be satisfactory to Licensor as specified by it at all times.

3. *Extent of License.* The license herein granted shall not be assignable or transferable in any manner whatsoever, nor shall Licensee have the right to grant any sublicenses, except by prior written consent of Licensor, which consent shall be at the absolute discretion of Licensor.

4. *Termination.* Except as otherwise provided herein, this Agreement shall remain in full force and effect for a period of three (3) years from the effective date hereof, but this Agreement shall be automatically renewed for additional successive one (1) year terms upon

each anniversary date of this Agreement unless either party gives the other written notice of intent to terminate not less than thirty (30) days prior to the expiration of the then-current term. Licensor may terminate this Agreement at any time upon not less than thirty (30) days prior written notice to such effect to Licensee.

5. *Ownership of the Marks.* Licensee and Licensor hereby acknowledge the right, title and interest of Licensor in and to the Marks and any registrations or applications that have been or may hereafter be filed or issued thereon or relating thereto. On termination of this Agreement in any manner provided herein, Licensee will cease and desist from all use of the Marks; provided, however, Licensee shall have a period of sixty (60) days following termination of this Agreement to sell, alter, or otherwise dispose of any and all products, signage, and promotional or advertising materials bearing any of the Marks.

6. *Entire Agreement.* This Agreement together with any documents to be delivered pursuant hereto constitute the entire Agreement between the parties hereto pertaining to the subject matter hereof and supersede all prior agreements, understandings, negotiations, and discussions, whether oral or written, of or by and between the parties hereto in respect of such subject matter and may not be amended except by a written instrument hereafter signed by each of the parties hereto.

7. *Binding Agreement.* This Agreement is binding upon, and inures to the benefit of, the parties, and their respective successors and assignees. Nothing in this Agreement, expressed or implied, is intended to confer on any person, other than the parties or their respective successors and assignees, any rights, remedies, or liabilities under this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives effective as of the day and year first above written.

LICENSOR

By: 

Name: Cindy Bledsoe

Title: Chief Executive Officer

LICENSEE:

By: 

Name: Wilton M. Burt

Title: Manager

Schedule A

Registered Marks

Mark	Registration No.	Registration Date
FOREST PARK MEDICAL CENTER	4018899	August 30, 2011

Common Law Marks

forestparkmedical.com

forestparkmc.com



LICENSE AGREEMENT

This LICENSE AGREEMENT (the "Agreement") is entered into effective as of the 12th day of June, 2013, between Forest Park Medical Center, LLC, a Texas limited liability company located and doing business at 11990 North Central Expressway, Dallas, Texas (the "Licensor"), and Forest Park Medical Center at Southlake, LLC, a Texas limited liability company located and doing business at 421 E. State Highway 114, Southlake, Texas (the "Licensee").

WITNESSETH:

WHEREAS, Licensor is the owner of the entire right, title and interest in and to the registered and common law trademarks and service marks, as well as any associated pending applications and registrations, listed in Schedule A (the "Marks");

WHEREAS, Licensee is desirous of using the Marks in the United States of America (hereinafter referred to as the "Territory") in connection with hospital, health care, and medical services and related products (hereinafter referred to as the "Field");

NOW, THEREFORE, in consideration of the mutual terms and conditions herein, Ten and no/100 Dollars (\$10.00) and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged by each of the parties hereto, the parties hereto hereby agree as follows:

1. *License.* Licensor hereby grants to Licensee a non-exclusive, royalty-free right and license to use under the common law and under the auspices and privileges provided by any state or federal registration covering the same during the term of this Agreement, to use the Marks in the Territory and in the Field through any and all means and in any and all media (including without limitation on the internet, as well as on and in advertisements, marketing materials, solicitation materials, promotional materials, emails, and email addresses), on and/or in connection with the sale and/or providing of products and in connection with the performance of services.

2. *Quality of Products and Services.* Licensee shall use the Marks in accordance with guidance and directions furnished to Licensee by Licensor or its representatives or agents. Licensee shall permit duly authorized representatives of Licensor to inspect Licensee's premises and any specimens bearing the Marks at all reasonable times, for the purpose of ascertaining or determining compliance with this section. The quality of the products and services shall be satisfactory to Licensor as specified by it at all times.

3. *Extent of License.* The license herein granted shall not be assignable or transferable in any manner whatsoever, nor shall Licensee have the right to grant any sublicenses, except by prior written consent of Licensor, which consent shall be at the absolute discretion of Licensor.

4. *Termination.* Except as otherwise provided herein, this Agreement shall remain in full force and effect for a period of three (3) years from the effective date hereof, but this Agreement shall be automatically renewed for additional successive one (1) year terms upon

each anniversary date of this Agreement unless either party gives the other written notice of intent to terminate not less than thirty (30) days prior to the expiration of the then-current term. Licensor may terminate this Agreement at any time upon not less than thirty (30) days prior written notice to such effect to Licensee.

5. *Ownership of the Marks.* Licensee and Licensor hereby acknowledge the right, title and interest of Licensor in and to the Marks and any registrations or applications that have been or may hereafter be filed or issued thereon or relating thereto. On termination of this Agreement in any manner provided herein, Licensee will cease and desist from all use of the Marks; provided, however, Licensee shall have a period of sixty (60) days following termination of this Agreement to sell, alter, or otherwise dispose of any and all products, signage, and promotional or advertising materials bearing any of the Marks.

6. *Entire Agreement.* This Agreement together with any documents to be delivered pursuant hereto constitute the entire Agreement between the parties hereto pertaining to the subject matter hereof and supersede all prior agreements, understandings, negotiations, and discussions, whether oral or written, of or by and between the parties hereto in respect of such subject matter and may not be amended except by a written instrument hereafter signed by each of the parties hereto.

7. *Binding Agreement.* This Agreement is binding upon, and inures to the benefit of, the parties, and their respective successors and assignees. Nothing in this Agreement, expressed or implied, is intended to confer on any person, other than the parties or their respective successors and assignees, any rights, remedies, or liabilities under this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives effective as of the day and year first above written.

LICENSOR:

By: Cindy Bledsoe
Name: Cindy Bledsoe
Title: Chief Executive Officer

LICENSEE:

By: Charles D. Nasem
Name: Charles D. Nasem
Title: Chief Executive Officer

Schedule A

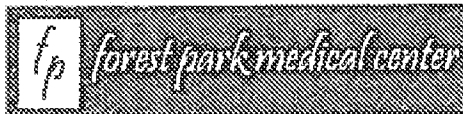
Registered Marks

Mark	Registration No.	Registration Date
FOREST PARK MEDICAL CENTER	4018899	August 30, 2011

Common Law Marks

forestparkmedical.com

forestparkmc.com



SCHEDULE "B"

Item A-1. Location of each Grantor for purposes of UCC.

Texas

Item A-2. Each Grantor's place of business or principal office.

12222 N. Central Expressway, Suite 350
Dallas, TX 75243-3767
County: Dallas

Item A-3. Each Grantor's Taxpayer ID number.
26-0778545

Item B. Merger or other corporate reorganization in prior 5 years.
None

Item C. Deposit Accounts and Securities Accounts.

	Entity	Name	Account #	Acct Type
Texas Capital Bank 2000 McKinney Ave. Suite 700 Dallas, TX 75201	Dallas	Disbursements	1511004002	DDA
	Dallas	Receivables	1111051692	DDA
	Dallas	Restricted	1113034035	MMA
	Dallas	Commercial Savings	1116000870	MMA
Note: 1116000870-Confirming with Texas Capital Bank that account has been closed.				

	Entity	Name	Account #	Acct Type
Treasury Management Operations 2350 Lakeside Blvd. Suite 800 Richardson, TX 75082 972-656-6575-direct line	Satellite (Amarillo)	Bank of America	4880-4394-0668	DDA
	Satellite (Lubbock)	Bank of America	4880-4394-0655	DDA
Note: 4880-4394-0668 and 4880-4394-0655 -- Requested accounts to be closed on May 7, 2015 (as of May 11 th account is still active). Net balance is <\$300. See attached detail.				

Item D. Letter of Credit Rights.
None

Item E. Commercial Tort Claims.
See attached litigation schedule.

Item F. Pledged Notes.
None

DETROIT 57558-17 1350843v6



PERFECTION CERTIFICATE - ITEM #51 LITIGATION

(a):

In January 2013, the United States Attorney's office (the "USAO") served a subpoena (the "Subpoena") for records on Forest Park Medical Center, LLC (the "Company") that focused on matters at the Company and other entities and individuals, some of whom are affiliated with the Company. The Company has been cooperating with the USAO, and in September 2013, the Company reached a non-prosecution and settlement agreement (the "Settlement Agreement") with the USAO. Concurrent with the execution of the Settlement Agreement, the USAO's investigation of the Company and all other Forest Park Medical Center operating entities concluded. Pursuant to the Settlement Agreement, the Company paid a monetary civil settlement amount (total of \$178,299.47 after a previous reimbursement to Tricare) and agreed that Deloitte would monitor Forest Park Dallas' corporate compliance programs for a period of up to two years.

Clarissa Harlow F/N/A Clarissa Y. Watson v. Salomon D. Kramer, D.O., Borger Surgical Assoc. and Forest Park Medical Center, LLC (Cause No. DC-14-01052). This suit was filed on February 4, 2014 in the 116th Judicial District Court of Dallas County, Texas. Plaintiff filed suit against Dr. Kramer and the Company for negligence and "failure to disclose risk" (along with other causes of action against Dr. Kramer individually) related to her cholecystectomy that took place at the Company. Plaintiff is seeking direct and exemplary damages. This matter is fully covered by professional liability insurance, and the parties are currently exchanging discovery. The Company cannot determine its full amount of exposure at this time.

Sidney Rodriguez v. Forest Park Medical Center, LLC (Cause No. DC-14-01484). This lawsuit was filed on February 13, 2014 in the E-101st Judicial District Court of Dallas County, Texas. Plaintiff filed suit against the Company for negligence related to the Company's care and treatment of Plaintiff after a spine procedure on February 15, 2012. Plaintiff is seeking direct damages, including damages for mental anguish, pain and suffering, and lost earnings. This matter is fully covered by professional liability insurance, and the parties are currently exchanging discovery. The Company cannot determine its full amount of exposure at this time.

Pauline Ndirangu v. Forest Park Medical Center, LLC (Cause No. DC-14-11223). This lawsuit was filed on September 22, 2014 in the 116th Judicial District Court of Dallas County, Texas (after the plaintiff previously filed a Rule 202 Petition for Pre-Suit Depositions on January 3, 2014 in the 44th Judicial District Court of Dallas County, Texas, seeking pre-suit depositions). Plaintiff alleges that she experienced employment discrimination and wrongful termination while employed by the Company. This matter is fully covered by the Company's employment practices liability insurance, and the parties are currently exchanging discovery and scheduling depositions. The Company cannot determine its full amount of exposure at this time.

Joy Dennis Demand Letter. This matter involves a demand letter from a former employee, Joy Dennis, and is not a lawsuit. The Company received a demand letter from Ms. Dennis alleging employment discrimination and wrongful termination and seeking damages from the Company. This matter is fully covered by the Company's employment practices liability insurance. The Company and Ms. Dennis

reached a settlement for a total of \$190,000. The Company's insurance company has agreed to pay \$100,000 of the settlement (note that the insurance deductible is \$50,000). Therefore, the first \$150,000 payment is due no later than May 3, with subsequent payments of \$10,000 per month for the months of June, July, August, and September 2015. The Company's total exposure related to the settlement is \$20,000.

Universal Media Group, LLC v. Forest Park Medical Center, LLC, The Minimally Invasive Spine Institute, LLC, and Howard Advertising, LLC (Cause No. DC-14-03537). This lawsuit was filed on April 3, 2014 in the 298th Judicial District Court of Dallas County, Texas. Plaintiff filed suit against the Company and the other defendants (collectively, "Defendants") for breach of contract and a suit on a sworn account. Plaintiff also seeks its attorney's fees. These causes of action relate to Defendants' alleged failure to pay Plaintiff certain amounts that Plaintiff claims are due and owing for marketing services. The parties met for an informal mediation on March 12, 2015 and are currently discussing a cost-of-defense settlement. Formal mediation is scheduled for the end of June 2015.

Speck Communications, LLC v. Forest Park Medical Center, LLC; Forest Park Medical Center Southlake, LLC; Forest Park Medical Center San Antonio, LLC; and Forest Park Medical Center Frisco, LLC (Cause No. DC-14-08981). This lawsuit was filed on August 18, 2014 in the 101st Judicial District Court of Dallas County, Texas. Plaintiff filed suit against the Company and other defendants (the "Defendants") for breach of contract and suit on a sworn account. Plaintiff is also seeking its attorneys' fees. These causes of action relate to Defendants' alleged failure to pay Plaintiff certain amounts that Plaintiff claims are due and owing for marketing services. On or about November 26, 2014, the Company and the Plaintiff settled this matter and entered into a written settlement and release agreement that sets forth a payment plan through the end of 2015. The Company considers this matter closed.

Adelaide Healthcare Group, LLC v. Forest Park Medical Center, LLC and Forest Park Medical Center at Frisco, LLC (Cause No. CC-14-02456-D). This lawsuit was filed on May 20, 2014 in County Court at Law No. 4 of Dallas County, Texas. Plaintiff filed suit against the Company and Forest Park Frisco ("Defendants") for breach of contract related to the Defendants' alleged failure to pay Plaintiff certain amounts that Plaintiff claims are contractually due. The parties are currently exchanging discovery, and the Company cannot determine its amount of exposure at this time.

Marshall Mills and Eileen Mills v. Forest Park Medical Center, LLC, et al. (Cause No. DC-14-12303). This lawsuit was filed on October 21, 2014 in the 95th Judicial District Court of Dallas County, Texas. Plaintiff filed suit against the Company, his healthcare providers, and his surgeon's practice group alleging negligence related to a spine procedure that took place at the Company on or around October 22, 2012. This matter is fully covered by professional liability insurance. The parties are currently exchanging discovery, and the Company cannot determine its full amount of exposure at this time.

Tamara Lovern Notice of Healthcare Liability Claim. The Company received a Notice of Healthcare Liability Claim from Ms. Lovern on or around October 1, 2014 related to care she received at the Company between December 13, 2012 and December 18, 2012 for treatment of a previously infected ulcer. This matter has been reported to, and will be fully covered by, the Company's professional liability insurance. Plaintiff has filed a lawsuit against some of her providers; however, the Company is not included as a party at this time.

James McChristian, Individually, and As Representative of the Estate of Tonja McChristian, Deceased, et al. v Clayton Frenzel, D.O. and Forest Park Medical Center, LLC (Cause No. DC-15-00495). This lawsuit was filed on January 15, 2015 in the 191st Judicial District Court of Dallas County, Texas. The Plaintiff filed suit against Dr. Frenzel and the Company, alleging the wrongful death of Tonja McChristian related to Plaintiff's treatment and subsequent death in conjunction with a bariatric

procedure that occurred at the Company on or around November 8, 2012 through November 10, 2012. This matter is fully covered by the Company's professional liability insurance. The Company has filed an answer to the lawsuit, and the parties are currently exchanging discovery. However, it is too early to determine its amount of exposure at this time.

Surgical Solutions, LLC v. Forest Park Medical Center, LLC (Cause No. DC-14-12810). This lawsuit was filed on November 3, 2014 in the 44th Judicial District Court of Dallas County, Texas. Plaintiff filed suit against the Company for breach of contract, quantum meruit, and a suit on a sworn account. Plaintiff also seeks its attorney's fees. These causes of action relate to the Company's alleged failure to pay Plaintiff certain amounts that Plaintiff claims are due and owing for medical goods and implants. The Company has retained Jackson Walker as outside litigation counsel for this matter and responded to a motion for summary judgment. The parties are currently exchanging discovery, taking depositions, and negotiating a possible settlement. However, the Company cannot determine its amount of exposure at this time.

Ernestina Steiner v. Forest Park Medical Center, LLC (Cause No. DC-15-00064). This lawsuit was filed on January 5, 2015 in the 134th Judicial District Court of Dallas County, Texas. Plaintiff filed suit against the Company alleging she was discriminated against and wrongfully discharged because she filed a workers' compensation claim. The Company has filed an answer in the lawsuit, and the parties are exchanging discovery and discussing settlement. However, the Company cannot determine its amount of exposure at this time.

Stephanie Pellman Notice of Healthcare Liability Claim. The Company received a Notice of Healthcare Liability Claim from Ms. Pellman on or around January 23, 2015 related to care she received at the Company on or around August 29, 2013 and September 8-13, 2013 for a bariatric procedure. This matter has been reported to, and will be fully covered by, the Company's professional liability insurance. However, a lawsuit has not been filed against the Company at this time.

Christopher L. Cravey and Stephanie Cravey v. Forest Park Medical Center, LLC, et. al. (Cause No. 348-277698-15). This lawsuit was filed on April 2, 2015 in Tarrant County District Court and alleges that the Company and Vibrant Healthcare, LLC (as well as other of Mr. Cravey's providers) were negligent in providing care to Mr. Cravey related to a bariatric procedure. This matter is fully covered by the Company's professional liability insurance. The Company was served on April 13, 2015 and has answered in the lawsuit. However, the Company cannot determine its amount of exposure at this time.

Campell Johnson Oral Burn. The Company received notice of an incident that occurred on March 6, 2015 in which a four year old female patient suffered a bilateral oral burn during a procedure to remove her tonsils and adenoids and to put in ear tubes. The family immediately requested medical records, equipment records, and meeting with the Company. The Company has reported the matter to insurance and, in consultation with insurance, coordinated a meeting with the family. The Company expects the matter to be fully covered by Company's professional liability insurance. At this time, the Company has not received a Notice of Healthcare Liability Claim from the Johnson family and continues to communicate with them directly.

On January 13, 2015, the Company finalized a civil False Claims Act settlement with the U.S. Attorney's Office for the Western District of Texas ("AUSA"). The settlement was based on Alan Beauchamp's (a former representative of the Company) alleged payment of kickbacks in the form of "management" fees to an entity known as CCM&D Consulting for the purpose of soliciting patients covered by federal workers' compensation programs. During the relevant period -- from Aug. 2011 to Mar. 2012 -- the fees paid to CCM&D totaled \$150,000, and CCM&D and related entities referred approximately 20 federal workers' compensation patients to the Company. Beauchamp terminated the Company's relationship

with CCM&D and its related entities in early 2012. The AUSA contacted the Company in mid-2014 as part of an investigation into CCM&D and related entities and individuals. The Company has worked cooperatively with the AUSA to bring the investigation to a close since that time. Pursuant to the settlement agreement, the Company will pay a total of \$215,000 in four installments. As acknowledged in the settlement agreement, the Company did not admit liability as part of the settlement.

John DeGeest, et al. v. Daniel Kim, M.D. and Gabriel A. Rodriguez, M.D. (Cause No. DC-14-06199); Non-Party Depositions. This lawsuit was filed on June 10, 2014 in the 68th Judicial District Court of Dallas County, Texas, alleging negligence resulting in the wrongful death of Plaintiff Christina deGeest. The Company is not a party to this lawsuit. However, on April 21, 2015, the Company received a phone call from plaintiff's attorney requesting the depositions of two of the Company's nurses as fact witnesses. Given the nature of the case, the matter has been reported to insurance, and the Company's deposition preparation and defense will be completely covered by the Company's professional liability insurance. The Company does not anticipate being added as a party to the lawsuit at this time.

On May 19, 2015, the USAO indicted Dr. Richard Toussaint on seventeen counts of healthcare fraud and aiding and abetting. Dr. Toussaint is a founder of the Company and also has ownership in the Company. The indictment is for Dr. Toussaint's billing practices related to his personal physician practice at Ascendant Anesthesia, which is a separate entity from the Company.

On June 19, 2015, Alixpartners Forensic Services, LLC filed a lawsuit against the Company in Dallas County District Court for unpaid services for approximately \$200,000. As of June 23, 2015, the Company had not been served the lawsuit, but will respond accordingly.

The Company has received several demand letters from various vendors for outstanding payments; however, at this time, the only vendor lawsuits which have been filed are included above.

(b):

FPMC Services, LLC v. Nolan Dan Rich II (Cause No. DC-15-05794). On May 11, 2015, Dan Rich demanded arbitration of his claim for \$237,740.00 severance pay. On May 22, 2015, FPMC Services filed suit seeking a declaratory judgment that the alleged severance agreement is unenforceable. Mr. Rich's attorney has agreed to file an answer on or before July 7, 2015. This matter is before the 116th District Court, Dallas County, Texas.