

PUBLIC

Term Sheet

This document describes certain material terms related to the contemplated transactions between Agility Podiatry MSO, Inc, KeiperSpine, P.C., Spine Surgery Center of Eugene, LLC, and (i) Glenn Keiper, M.D., (ii) Jonathan Sherman, M.D., and Carmina Angeles, M.D.

Parties	Agility Podiatry MSO, Inc. (“Agility MSO”) KeiperSpine, P.C. (“KeiperSpine”) Spine Surgery Center of Eugene, LLC (“SSCE”) Glenn Keiper, M.D. (“Dr. Keiper”), Jonathan Sherman, M.D. (“Dr. Sherman”), and Carmina Angeles, M.D. (“Dr. Angeles” and, collectively with Dr. Keiper and Dr. Sherman, the “Physicians”).
Transaction Structure	Pursuant to an Asset Purchase Agreement or other similar definitive agreement (the “ <u>Asset Purchase Agreement</u> ”), it is anticipated that Agility MSO will purchase certain non-clinical assets of KeiperSpine, which is wholly owned by Dr. Keiper and Dr. Sherman, free and clear of all liens and encumbrances. Additionally, pursuant to an Equity Purchase Agreement or similar definitive agreement (the “ <u>Equity Purchase Agreement</u> ”), Agility MSO will purchase 51% of the total equity interests of SSCE from the Physicians. Each of the Asset Purchase Agreement and Equity Purchase Agreement will contain customary terms which include, but are not limited to, representations and warranties, covenants, confidentiality and indemnification.
[REDACTED]	[REDACTED]
Employment Agreements	Each of the Physicians will enter into amended and restated employment agreements with KeiperSpine, which will contain customary terms which include, but are not limited to, a description of duties, covenants, and indemnification.
Administrative Services Agreement	KeiperSpine and Agility MSO will enter into an administrative services agreement, pursuant to which Agility MSO will provide non-clinical, administrative services to KeiperSpine in exchange for a set-in advance administrative services fee, to be consistent with fair market value.